STATE OF TEXAS §
§
COUNTY OF CHAMBERS §

CHAPTER 381 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT

This Chapter 381 Economic Development Program and Agreement ("**Agreement**") is entered into this 11th day of February, 2020 (the **"Effective Date"**), by and between **DUTTON LAKE, LLC,** a Texas limited liability company (the "Developer") and **CHAMBERS COUNTY, TEXAS** (the "**County**"). Developer and the County are sometimes referred to herein together as the "Parties" and individually as a "Party".

WITNESSETH:

WHEREAS, Article III, Section 52(a), Texas Constitution, authorizes the Legislature to enable cities and counties to implement programs for the public purpose of economic development under which counties may provide financial incentives for the purposes of stimulating local economic development and business and commercial activity in the County; and

WHEREAS, Section 381.004, TEXAS LOCAL GOVERNMENT CODE, authorizes the Commissioners Court of a county to establish and provide for the administration of one or more programs in order to stimulate business and commercial activity in the County, including programs for making loans and grants of public money to promote local economic development; and

WHEREAS, the County has established an economic development program and adopted a Chapter 381 Economic Development Policy (the "Chapter 381 Policy"), setting forth policies, guidelines, and criteria for economic development incentives provided by the County under Chapter 381, a copy of which is attached as **Exhibit A**; and

WHEREAS, on the 11th day of June, 2019, the County accepted a proposal from the Developer related to the Cypress Point Subdivision, a planned 132-acre tract residential subdivision located at Highway 61 at White's Park (the "Tract"), a copy of which is attached as **Exhibit B**; and

WHEREAS, the Developer owns and intends to develop the Tract (more particularly described in Exhibit "B" attached hereto and made a part hereof) located within the County, and has invested funds, and intends to invest further funds, in significant amounts for the public infrastructure to serve the Tract, and such development requires economic development assistance to provide for the continued growth and development of the Tract and surrounding area; and

WHEREAS, on the 22nd day of October, 2019, the County approved a request from the Developer to enter into a Chapter 381 Economic Development Agreement to offset a portion of the cost of utilities and other necessary infrastructure related to the Cypress Point Subdivision, in accordance with the Chapter 381 Policy. A copy of the request is attached as **Exhibit C**; and

WHEREAS, the County has determined that the Developer's application for a grant of public funds is consistent with the goal of the County to promote local economic development and that the development of the Tract would not likely go forward in the manner best anticipated to promote economic development within the County without the aid of economic development funds from the County; and

WHEREAS, the Project will yield additional sales tax and other revenue for the County; and

WHEREAS, the County has agreed to reimburse the Developer for a portion of the costs of the utilities and necessary infrastructure project as allowed under Chapter 381 of the Texas Local Government Code; and

WHEREAS, the County and the Developer wish to set out the terms and conditions of the program under which the Developer will receive economic development assistance under this Agreement, as more fully set out herein; and

WHEREAS, the County finds that the terms of this Agreement and the development of the proposed project satisfy requirements of the Chapter 381 Policy as adopted by the County. **Now, Therefore,**

For and in consideration of the mutual covenants set forth herein, the County and the Developer agree as follows:

ARTICLE 1
GENERAL TERMS

1.1 Definitions. The terms defined in the preamble hereto shall have the meaning provided for them therein. The following capitalized terms shall have the meanings provided below, unless otherwise defined or the context clearly requires otherwise. For purposes of this Agreement the words "shall" and "will" are mandatory, and the word "may" is permissive.

"Base Value" shall mean the cumulative taxable valuation of all taxable property within the Tract as certified by the Chambers County Appraisal District for the tax year beginning January 1, 2020.

"County Grant Payment" shall mean the payment or payments described in Article 4 from the County to the Developer in consideration of the Project.

"Development" shall mean Cypress Point, Section One, a subdivision in Chambers County, Texas.

"Developer" shall mean DUTTON LAKE, LLC, a Texas limited liability company, its successors and assigns.

"Public Improvements" shall mean certain infrastructure improvements constructed or to be constructed in connection with the development of the Tract, described as "Paving" in Exhibit "C" attached hereto and made a part hereof.

"Project" shall mean the private residential development being developed by the Developer on the Tract.

"Project Tax Increment" shall mean the ad valorem tax revenues received by the County from tax accounts located within the Tract, less the ad valorem taxes received by the County within the Tract attributable to the Base Value.

"Tract" shall mean the 80 - lots in Section One as illustrated in the Cypress Point Subdivision, Chambers County, Texas as more particularly described in Exhibit "B."

ARTICLE 2
REPRESENTATIONS

2.1 Representations of the Developer. The Developer hereby represents that:

A. It is duly authorized, created and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry out its obligations described in this Agreement.

B. It has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (iii) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Developer under any agreement or instrument to which the Developer is a party or by which the Developer or its assets may be bound or affected.

C. This Agreement has been duly authorized, executed and delivered by the Developer and, constitutes a legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

D. The execution, delivery and performance of this Agreement by the Developer does not require the consent or approval of any person which has not been obtained.

2.2 Representation of the County. The County hereby represents that:

A. The County is duly authorized, created and existing under the laws of the State of Texas and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

B. The County has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (iii) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the County under any agreement or instrument to which the County is a party or by which the County or its assets may be bound or affected.

C. This Agreement has been duly authorized, executed and delivered by the County and, constitutes a legal, valid and binding obligation of the County, enforceable in accordance with its terms.

D. The execution, delivery and performance of this Agreement by the County does not require the consent or approval of any person which has not been obtained.

2.3 No partnership or agency created. Each party agrees and represents that the County and the Developer are not agents, partners or venture partners of the other with respect to the Project, and that nothing in this Agreement shall be construed to create any such relationship.

ARTICLE 3
THE PROJECT

3.1 Description of the Project. The Project is a residential and commercial development located on the Tract. The Project requires the construction of the Public Improvements to provide for public services and infrastructure as further described in Exhibit "B" attached hereto and made a part hereof.

3.2 Completion of the Public Improvements. In consideration of the benefits of this Agreement, the Developer agrees to develop the Project, and to complete and convey to Chambers County the Public Improvements required for development of the Project.

3.3 Monitoring progress. The County may, but is not required to, monitor the progress of the Project to determine the Developer's compliance with this Agreement. County personnel shall have reasonable access to the Project, and such other information as they may reasonably determine is relevant to the Project and the Developer's compliance with this Agreement.

ARTICLE 4
COUNTY ECONOMIC DEVELOPMENT GRANT

4.1 Grant Payment. In consideration of the construction of the Project and the Public Improvements by the Developer, the County agrees to provide County Grant Payment to the

Developer, to pay for sixty-five percent (65%) of the $779,914.00 cost of certain Public Improvements or $506,944.00, as further described as Paving in Exhibit "C".

The County Grant Payment shall consist of payments remitted to the Developer within thirty (30) days starting after the verified development of ninety-five percent (95%) of the Tract lots. The annual County Grant Payment shall equal sixty-percent (60%) of the ad valorem tax generated until the total Grant Payment equals $506,944.00. The County may use Project Tax Increment funds for the purpose of the Grant Payment but is not required to do so.

42 Source of Grant Payments. Although the calculation of the County Grant Payment is computed with reference to ad valorem taxation, the County may make such payments from any lawfully available source and ad valorem taxes that are not pledged to such payment. The County agrees to set aside funds from lawfully available sources in each budget year sufficient to timely make the County Grant Payment.

IN NO EVENT MAY THIS AGREEMENT BE CONSTRUED OR INTERPRETED AS PLEDGING OR OTHERWISE ENCUMBERING THE AD VALOREM TAX RECEIPTS OF THE COUNTY OR TO IN **ANY MANNER** REQUIRE THE COUNTY TO ISSUE BONDS OR OTHER AD VALOREM TAX SUPPORTED INDEBTEDNESS IN ORDER TO MAKE THE PAYMENTS REQUIRED BY THIS AGREEMENT.

Amounts payable under this Article shall constitute economic development funds under Article III, Section 52(a), Texas Constitution; however, such amounts payable is not secured by a pledge of ad valorem taxes and are therefore not considered to create a debt of the County. The obligations of the County are strictly limited to the amount of the amount computed in accordance with this Article; the parties acknowledge that the County Grant Payment may be reduced due to the effect of a lowering of the County tax rate (resulting from a rollback election, future State or Federal legislation limiting County taxation, or otherwise).

ARTICLE 5
DEFAULT

5.1 Default.

A. The following shall constitute an event of default by the Developer:

i. if the Developer does not complete the construction of the Public Improvements;

ii. if the Project does not achieve ad valorem taxable values of at least Ten Million Dollars ($10,000,000.00) on the tract by January 1, 2021, as evidenced by the Chambers County Appraisal District certified tax roll for 2021; or if

iii. if the Developer does not perform any other of its obligations hereunder in substantial compliance with this Agreement.

In the event of default by the Developer, the County may take the following action:

i. in addition to the other rights given the County under this Agreement, the County may cease payments hereunder; or

ii. in addition to the other rights given the County under this Agreement, further seek actual damages incurred by the County for any such default.

B. If the County fails to timely make its payment in accordance with this Agreement, the Developer may seek damages for such failure to pay equal to the amount unpaid. The Developer shall have no recourse against the ad valorem tax base of the County or any other funds of the parties other than as specified herein or damages relating to nonpayment thereof. The Developer shall be further entitled to a writ of mandamus to compel compliance of officials relating to this Agreement, except that the Developer may not compel the County to issue bonds or other ad valorem tax supported debt in order to make the payments required under this agreement.

C. The party alleging default shall provide written notice to the other party of such default, and the defaulting party shall have thirty (30) days to remedy the default prior to the declaration of any default hereunder. In the event of a material default hereunder, the non-defaulting party may terminate this Agreement by providing written notice thereof to the other party.

ARTICLE 6
GENERAL

6.1 Inspections, audits. The parties agree to keep such records with respect to the activities contemplated by this Agreement as may be reasonably required.

6.2 Developer operations and employees. All personnel supplied or used by the Developer in the performance of this Agreement or with respect to the Project shall be deemed contractors or subcontractors of the Developer and will not be considered employees, agents, contractors or subcontractors of the County for any purpose whatsoever. The Developer shall be solely responsible for the compensation of all such contractors and subcontractors.

6.3 Personal liability of public officials, legal relations. To the extent permitted by State law, no director, officer, employee or agent of the County shall be personally responsible for any liability arising under or growing out of the Agreement.

6.4 Indemnity. DEVELOPER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY INJURY OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF DEVELOPER OR ITS

AGENTS OR EMPLOYEES. DEVELOPER SHALL PROVIDE A DEFENSE OF SUCH CLAIMS AT ITS OWN EXPENSE WITH LEGAL COUNSEL APPROVED BY THE COUNTY.

6.5 Force Majeure. Neither the County, nor the Developer shall be liable for failure to perform their duties if such failure is caused by a catastrophe, riot, war, fire, flood, landslide, lightning, act of God, or similar contingency beyond the reasonable control of the parties to this contract.

6.6 Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the receiving party at the following addresses:

If to County: Jimmy Sylvia, County Judge
County of Chambers, TX
404 Washington Avenue
P. O. Box 939
Anahuac, Texas 77514

If to Developer: Dutton Lake, LLC
ATTN: Jay Atchley
1915 Walnut Green
Houston TX 77062

With an additional copy (which shall not constitute notice) to:

Baytown/West Chambers County
Economic Development Foundation
1300 Rollingbrook Drive, Suite 505
Baytown, TX 77521

Notices, approvals and other communications provided for herein shall be deemed delivered upon actual delivery.

Each party may change its address by written notice in accordance with this section. Any communication addressed and mailed in accordance with this section shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by the other party.

6.7 Amendments and waivers. No provision of this Agreement may be amended or waived unless such amendment or waiver is in writing and is signed by all the parties. No course of dealing on any right, power or privilege under this Agreement shall operate as a waiver thereof, except as otherwise provided in this section.

6.8 Invalidity. If any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, except to the extent of a complete failure of consideration.

6.9 Successors and assigns. All covenants and agreements contained by or on behalf of a Party in this Agreement shall bind its successors and assigns and shall inure to the benefit of the other Parties, their successors and assigns. The Parties may assign their rights and obligations under this Agreement or any interest herein, only with the prior written consent of the other Party, and any assignment without such prior written consent, including an assignment by operation of law, is void and of no effect.

6.10 Exhibits: titles of articles, sections and subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a Section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

6.11 Construction. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect. Venue for and all suits or causes of action shall be exclusively in Chambers County, Texas.

6.12 Entire Agreement. THIS WRITTEN AGREEMENT AND THE ATTACHED EXHIBITS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

6.13 Effective Date and Term, This Agreement shall be in force and effect from the date of execution hereof for a term expiring the earlier of ten (10) years thereafter, or on the date that all payments required hereunder have been made.

6.14 Time of the essence. Time is of the essence with respect to the obligations of the Parties to this Agreement.

6.15 Further assurances. Each Party hereby agrees that it will take all actions and execute all documents necessary to fully carry out the purposes and intent of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be duly executed as of the date first written above.

DUTTON LAKE, LLC

By: _____

Jay Atchley, Member

ATTEST:

_____

CHAMBERS COUNTY

_____

Jimmy Sylvia, County Judge

ATTEST:

_____

Heather Hawthorne, County Clerk

ACKNOWLEDGMENT

STATE OF TEXAS §
§
CHAMBERS COUNTY §

This instrument was acknowledged before me on the 30 day of December, 2020, by Honorable Jimmy Sylvia, as County Judge of Chambers County, Texas, on behalf of the Chambers, County, Texas (**COUNTY**).

MARINA MUNIZ
Notary Public
STATE OF TEXAS
NOTARY ID # 459661-8
My Comm. Expires 02-02-2022

Marina Muniz
Notary Public, State of Texas

My Commission Expires:

02/02/2022

ACKNOWLEDGMENT

STATE OF TEXAS §
§
CHAMBERS COUNTY §

This instrument was acknowledged before me on the 28th day of January, 2021, by Jay Atchley, as Manager of Dutton Lake, LLC a limited liability corporation, organized and existing under the laws of the State of Texas (**DEVELOPER**).

STEPHEN H. DONCARLOS
Notary Public, State of Texas
Comm. Expires 04-15-2024
Notary ID 5419889

Notary Public, State of Texas

My Commission Expires:

EXHIBIT A
CHAPTER 381 POLICY

19-03-116

D.T

CHAPTER 381 ECONOMIC DEVELOPMENT POLICY
CHAMBERS COUNTY, TEXAS

WHEREAS, Chapter 381 of the Texas Local Government Code authorizes Chambers County to develop and administer projects for local economic development, and to encourage commercial activity in the County, and

WHEREAS, Chambers County desires to provide financial incentives to select private businesses that contribute to economic development, and

WHEREAS, Chambers County desires to provide such incentives to projects whose properties are subject to Chambers County *ad valorem* taxes, and

WHEREAS, Chapter 381 can be used in conjunction with tax abatement provided for under Chapter 312 of the Texas Local Government Code or separately as a Chapter 381 Economic Development Agreement, and

WHEREAS, this policy shall not be construed to obligate Chambers County to provide an incentive under Chapter 381 to any applicant; and all applications, requests and/or projects shall be considered on a case-by-case basis;

NOW, THEREFORE, Chambers County Commissioners' Court does adopt this policy to define the Chapter 381 incentives and establish guidelines and criteria by which they will be implemented.

GENERAL CRITERIA

Chambers County may provide Chapter 381 economic development incentives for a business or commercial development project ("Project") if that project:

1. Will enhance the economic vitality of Chambers County;
2. Will result in a net increase or retention of jobs in the County or add to the tax base or will otherwise improve or enhance the economic welfare of the residents or businesses of the County; or
3. Demonstrates the potential to generate revenues to the County which outweigh costs associated with incentives.

In addition, the following criteria must be satisfied:

The Project MUST:

1. Show a clear demonstration of economic benefit through advancement of the County's economic goals which include expanding the tax base, creating quality jobs, increasing private capital investment in the community, spurring development in targeted county locations; or encouraging development of targeted businesses or clusters desirable to enhance the county's economy;

2. Provide evidence that demonstrates the business' financial stability and capacity to complete the project; and

3. Be in compliance with all local, state and federal laws.

In order to receive any Chapter 381 incentives from Chambers County, credible information must be made available by the applicant, including but not limited to capital investment and employment projections, to enable Chambers County to conduct an appropriate analysis of the proposed project at initiation and throughout the life cycle of the Chapter 381 Agreement.

The decision to provide any Chapter 381 economic development incentives will be considered on a case-by case basis, in accordance with the criteria set forth in this policy, and at the discretion of the Chambers County Commissioners Court.

QUALIFICATION CRITERIA (NON-RESIDENTIAL PROJECTS)

In order to be eligible for Chapter 381 incentives, a Project must meet the following qualifying criteria:

1. Locate within the boundaries of Chambers County.
2. Create or retain a minimum of 10 jobs
3. Project investment must meet or exceed $1,000,000.
4. Must maintain ownership of all property for which an incentive is received through the duration of the agreement.
5. Must make sincere efforts to hire local employees, contractors and purchase items used in construction from vendors within Chambers County.

Projects qualifying under these General and Qualifying Criteria will be eligible for Chapter 381 economic development incentives, the percentages and terms for which will be at the sole discretion of the Chambers County Commissioners Court.

Opportunity Zone Residential and Targeted Development Projects

The Opportunity Zones program was established by Congress in the Tax Cut and Jobs Act as an innovative approach to spurring long-term private sector investments in targeted urban and rural communities nationwide. The program is based on the bipartisan Investing in Opportunity Act.

The program establishes a mechanism that enables investors with capital gains tax liabilities across the country to receive favorable tax treatment for investing in Opportunity Funds that are certified by the U.S. Treasury Department. The Opportunity Funds use the capital invested to make equity investments in businesses and real estate in Opportunity Zones designated by each state.

Three census tracts have been designated as Qualified Opportunity Zones (QOZ): 7103, 7104.01, and 7105. Consideration of Ch. 381 economic development proposals for residential developments and certain other targeted value-add projects will be limited to these designated QOZ census tracts. Residential developments in a QOZ are encouraged to include product options that qualify for financing under the USDA Rural Development Single Family Housing Guaranteed Loan Program. Additional information is available at:

https://www.irs.gov/newsroom/opportunity-zones-frequently-asked-questions
https://www.rd.usda.gov/programs-services/single-family-housing-guaranteed-loan-program

APPLICATION / PROPOSAL PROCESS

Applicants seeking a Chapter 381 Economic Development Agreement with Chambers County may do so by submitting a written proposal to the County Judge of Chambers County.

The written proposal shall consist of a project description, general improvements to be undertaken; a general descriptive list of the improvements for which an incentive is requested; a list of the kind, number and location of all proposed improvements of the property; a map and location of all proposed improvements of the property; a map and property description; and a time schedule for undertaking and completing the proposed improvements.

In the case of modernization, a statement of the assessed value of the facility separately stated for real and personal property shall be given for the tax year immediately preceding the proposal. The proposal may require such financial and other information as the participating municipality or County deems appropriate for evaluating the financial capacity and other factors related to the applicant.

Chambers County, not later than 90 days after receipt of the proposal, shall by Commissioners Court order either approve or deny the request at a regularly scheduled meeting.

CHAPTER 381 AGREEMENTS

A complete review of the Project and proposal will be conducted by Chambers County and/or its representatives. Depending on the nature of the Project, the form of incentive provided via Chapter 381 Agreement will be determined.

After approval, Chambers County shall formally pass a Commissioners court order and execute an agreement with the owner of the Project, which shall include the following:

- Project Description
- Percent of Value to Discount
- Community Impact Program Contribution
- Terms of Agreement
- Project Milestones and Deadlines
- Assignment Provisions
- Recapture Provisions
- Compliance Requirements

An agreement shall be effective on the January 1st valuation date immediately following the execution of the Chapter 381 Agreement or as stipulated and will be conditioned on the completion of specific improvements to real property, job creation and any other factors deemed appropriate by the County.

Approved and adopted this the 26th day of March, 2019.

Resolution and Order

On March 26, 2019, the Commissioners Court of Chambers County, Texas, met at the County Courthouse with the following members present:

Jimmy Sylvia	County Judge, Presiding,
Jimmy Gore	Commissioner, Precinct One
Mark Tice	Commissioner, Precinct Two
Gary R. Nelson	Commissioner, Precinct Three
Billy Combs	Commissioner, Precinct Four

when among other matters, came for consideration and action the following Resolution and Order:

Whereas, the Commissioners Court of Chambers County, Texas, duly convened, and acting in its capacity as the governing body of Chambers County, ORDERED that the policy attached and appended hereto, entitled **"CHAPTER 381 ECONOMIC DEVELOPMENT POLICY, CHAMBERS COUNTY, TEXAS"** is made a part of this Order; and

Whereas, all officials and employees of Chambers County having duties under said policy are ordered and directed to perform such duties as required of them under said regulations.;

Therefore, be it Resolved, that Commissioners Court adopts the attached document as the **"CHAPTER 381 ECONOMIC DEVELOPMENT POLICY, CHAMBERS COUNTY, TEXAS"** and **orders** that it be in effect on and after this day; and

Further Resolved, that County Judge Jimmy Sylvia is authorized to sign this Resolution and Order as the act of Commissioners Court.

The Resolution and Order was moved by Commissioner Combs, seconded by Commissioner Gore, and adopted by the Commissioners Court on a vote of 4 members for and 0 opposed.

Jimmy Sylvia, Chambers County Judge

EXHIBIT B
JUNE 11, 2019 CHAPTER 381 PROPOSAL

UG-96-2019-4658

NOTICE OF OPEN MEETING
COMMISSIONERS COURT OF CHAMBERS COUNTY, TEXAS

Notice is hereby given that a **Regular Meeting** of the **Chambers County Commissioners Court** will be held on **Tuesday**, the **11th** day of **June , 2019** at **9:30 a.m.** in the County Courtroom, Anahuac, Texas, at which time the following items will be discussed, considered, passed, or adopted to-wit:

REGULAR MEETING AGENDA

1. ADMINISTRATION

Citizen's comments

1.1 Discuss and consider Resolution authorizing the submission of an application to the Texas General Land Office (GLO) related to Hurricane Harvey Disaster Recovery efforts in response to the severe storm and flooding events from August 24, 2017 through August 29, 2017 under FEMA Disaster Declaration No. 4332 (DR-4332); and authorizing the County Judge to act as the County's Executive Officer and Authorized Representative in all matters pertaining to the County's participation in the Texas Community Development Block Grant-Disaster Recovery Program

1.2 Discuss and consider Poll Worker compensation at $14.00 per hour for Election Judges and $12.00 per hour for Election Clerks

1.3 Discuss and consider leasing approximately 8.6 acres of County property in Cove, Texas to the public, and 1.) What portion of property, if not the whole and 2.) Limitations in use, if any

1.4 Discuss and consider selecting the 2019 Salary Grievance Committee

2. FINANCIAL

2.1 Discuss and consider request from Goose Creek CISD for Permanent School Fund withdrawal in the amount of $252,594.42

2.2 Discuss and consider bank depository bond submitted by Anahuac National Bank

2.3 Discuss and consider 1st Quarter 2019 Investments Report

2.4 Discuss and consider Capital Projects Status Report

2.5 Discuss and consider Tax Note projects status

3. ROAD & BRIDGE

4. ENGINEERING/PROJECT MANAGEMENT

4.1 Discuss and consider acquisition of real property for official County use and improvement-**Executive Session**

4.2 Discuss and consider joining the litigation concerning the discharge of contaminants into the saltwater areas of Chambers County and adjacent waterways-**Executive Session (11:00)**

4.3 Discuss and consider approving the Interlocal Agreement with the City of Anahuac, regarding the cleaning and "hydro-axing" of the Anahuac ditch

4.4 Discuss and consider approving the Interlocal Agreement with Chambers-Liberty Navigation District, to wit: material costs for post-Anahuac Levee Project

5. ECONOMIC DEVELOPMENT & TOURISM

5.1 Discuss and consider Hurricane Harvey Community Development Block Grant-Disaster Recovery (CDBG-DR) Infrastructure Application and authorize the submission to the Texas General Land Office (GLO)

5.2 Discuss and consider AmeriPort Building 12, LLC Tax Abatement Agreement

5.3 Discuss and consider Family WTS, LLC Tax Abatement Application

5.4 Discuss and consider Cypress Point Chapter 381 Development Agreement proposal

5.5 Discuss and consider P8/CPL 1 Propco, LLC reinvestment zone designation application

6. PARKS & RECREATION

7. MAINTENANCE & BUILDINGS

7.1 Discuss and consider accepting proposal for Professional Services from McClure Consulting, LLC to assist with the Justice Center project -**Executive Session**

7.2 Discuss and consider hiring an Architect for the design of the Justice Center project-**Executive Session**

8. SOLID WASTE

9. ENVIRONMENTAL PROTECTION

9.1 Approve the Notice of Intent (NOI) to the Texas Commission on Environmental Quality (TCEQ) for the permit renewal for Small Municipal Separate Storm Sewer Systems (MS4) authorized under TPDES Phase II-MS4 General Permit TXR040000 and Central Registry Core Data Form

9.2 Discuss and consider approval of the MS4 Permit Application fee of $400.00

10. SAFETY/EMERGENCY MANAGEMENT

10.1 Discuss and consider request from Anahuac EMS to fund maintenance, repairs, insurance and fuel for the spare/loaner ambulance which is available to all EMS services within Chambers County

11. COMMUNICATIONS/TECHNOLOGY

12. GOLF COURSE

13. AIRPORTS

14. HEALTH & WELFARE

15. MOSQUITO CONTROL

16. LIBRARY & HISTORICAL

17. LAW ENFORCEMENT

18. PERSONNEL

18.1 Discuss and consider job descriptions

18.2 Discuss and consider payroll changes

18.3 Discuss and consider the salary increase for the Civil Attorney position for the County Attorney's office

19. CONSENT

All consent agenda items listed are considered routine by the Commissioners Court and will be enacted by one motion. There will be no separate discussion of these items unless a court member requests, in which event the item will be removed from the consent agenda and considered separately.

1. Monthly reports
2. Claim Docket/Check Register
3. Travel reimbursements and misc. expenditures
4. Budget amendments/transfers
5. Treasurer's report-April 30, 2019
6. Approve purchase of a Light Tower from Metro Fire Apparatus Specialists in the amount of $33,892.00 for the Mobile Command Trailer
7. Approve Motorola quote for a 4th Dispatch Operator position for the Dispatch Center from Motorola Solutions, Inc. in the amount of $84,430.07
8. Approve application from Trinity Bay Conservation District (TBCD) for Utility Construction in Chambers County right-of-way to install two (2)-115' along the south side of N. Fig Ridge from Hwy 124 east
9. Approve application from Trinity Bay Conservation District (TBCD) for Utility Construction in Chambers County right-of-way to install approximately 415' of 6" water main and fire hydrant from Hwy 124 to the east on Buccaneer Road

10. Approve application from Keyanna Golphin (Comcast) for Utility Construction in Chambers County right-of-way to bore 2194' along and across Ameriport Parkway to proposed pedestal located 600' south of FM 565 and install six (6) new pedestal's along the route
11. Approve application from Trinity Bay Conservation District (TBCD) for Utility Construction in Chambers County right-of-way to install 2" Sanitary Sewer from FM 563 down Roy Road approximately 1,086'
12. Discuss and consider contracting with Tippett Construction to install windows and blinds in the Beach City Community Building in the amount of $14,700.00
13. Approve the Emergency Purchase to replace a 15 ton RTU with Electric Heat at the 253rd District Court from Direct Services in the amount of $15,623.50
14. Approve a deductive Change Order in the amount of $42,374.00 for the Beach City Volunteer Fire Department
15. Approve the installation of a 5-ton RTU provided by Chambers County at the Juvenile Probation from Direct Services in the amount of $2,500.00
16. Treasurer's report on the status of the Quality Incentive Payment Program (QIPP) with respect to Chambers County DBA Arboretum Nursing and Rehabilitation Center of Winnie (September 2017-August 2018)
17. Treasurer's report on the status of the Quality Incentive Payment Program (QIPP) with respect to Chambers County DBA Arboretum Nursing and Rehabilitation Center of Winnie (September 2018-August 2019)
18. Treasurer's report on the status of the Quality Incentive Payment Program (QIPP) with respect to Chambers County DBA Arboretum Nursing and Rehabilitation Center of Winnie (September 2019-August 2020)
19. Approve frozen sick leave payment to James K. Kahla in the amount of $6,834.24, less payroll taxes
20. Approve the purchase of four (4) Roll-off open top containers from Box Gang Manufacturing in the amount of $24,200.00
21. Approve the purchase of one (1) Mental Health Coban Unit in the amount of $12,158.50
22. Discuss and consider Park Use Agreement from Beach City Volunteer Fire Department for the Beach City Annual Car Show to be held from July 19-21, 2019 at McCollum Park
23. Discuss and consider Park Use Agreement from Anahuac National Bank for the 4th of July fireworks display and the use of the county portable stage
24. Approve Park Use Agreement from Winnie Area Chamber of Commerce for the 2019 Fireworks Display and Concert at the Winnie Stowell Park on July 3, 2019
25. Approve the Hotel Occupancy Tax (HOT) Fund application for the 2019 Texas Gatorfest in the amount of $25,000.00
26. Approve request from Texas Gatorfest to use Chambers County property and parking lots located along Airport Road in Anahuac as an alternate plan for 2019 Festival Parking on Saturday, September 14 and Sunday, September 15, 2019
27. Approve request from Texas Gatorfest to close the boat ramps located at Fort Anahuac Park from midnight on Thursday, September 12, 2019 until 7:00 p.m. on Sunday, September 15, 2019
28. Approve the purchase of 68.164 acres, situated in the A.B.J. Winfree Survey, Abstract 306, in Chambers County, Texas in the amount of $4,092,877.82
29. Approve extending the fiber connectivity from the Health Services building in order to service the Communications, County Attorney and Road & Bridge buildings (Airport Rd.) from HMI Communications, LLC in the amount of $8,990.00

20. EXECUTIVE SESSION

20.1 Personnel – Section 551.074, Gov. Code, V.T .C.S.
20.2 Consultation with Attorney – Section 551.071, Gov. Code, V.T.C.S.
20.3 Purchase of Property – Section 551.072, Gov. Code, V.T.C.S.

Dated this the 7th day of June, 2019

Jimmy Sylvia, County Judge

I, the undersigned, County Clerk, do hereby certify that the above Notice of Open Meeting of the Chambers County Commissioners' Court, is a true and correct copy of said Notice, and that I received and posted said Notice on the outer courthouse doors and bulletin board inside the courthouse of Chambers County, Texas, at a place readily accessible to the general public at all times on this the 7th day of June, 2019, at 2:57 p.m., and said Notice remained posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Heather H. Hawthorne, Chambers County Clerk

Deputy

FILED FOR RECORD IN:
Chambers County
On: 6/7/2019 2:57:22 PM
Doc Number: 2019 – 4658
Number of Pages: 4
Amount: 0.00
Order#:20190607000039
By: LM

Heather H. Hawthorne, County Clerk

Recorded:

REID, STRICKLAND & GILLETTE, L.L.P.

A Limited Liability Partnership of Individuals and Professional Corporations
ATTORNEYS AT LAW
407 CITIZENS BANK TOWER
1300 ROLLINGBROOK AT GARTH
PO BOX 809
BAYTOWN, TEXAS 77522-0809

(281) 422-8166
Fax (281) 428-2962

June 5, 2019

Honorable Jimmy Sylvia
Chambers County Judge
404 Washington Street
PO BOX 939
Anahuac, Texas 77514

Re: Cypress Point Subdivision - Chapter 381 Development Agreement Proposal

Dear Judge Sylvia,

Cypress Point is a planned residential subdivision located on Highway 61 at White's Park. Section 1 of the subdivision will consist of 316 homes developed on a 132-acre tract. It is anticipated that build out will occur in approximately seven (7) years, achieving a pre-exemption value of $79 million in year eight (8). After twenty (20) years, with assumed appreciation, property values will surpass $88 million. The property tax revenue generated by all taxing entities during this period will exceed $30 million. By comparison, if the property remains undeveloped, property tax revenue will be Thirty-One Thousand Three Hundred and No/100 ($31,300.00) Dollars.

We respectfully request consideration of a Development Agreement with the County to offset the cost of utilities and other necessary public infrastructure investment. The terms of the Agreement are to be negotiated consistent with the County's Chapter 381 Economic Development Policy. Supporting analysis and exhibits are attached per policy.

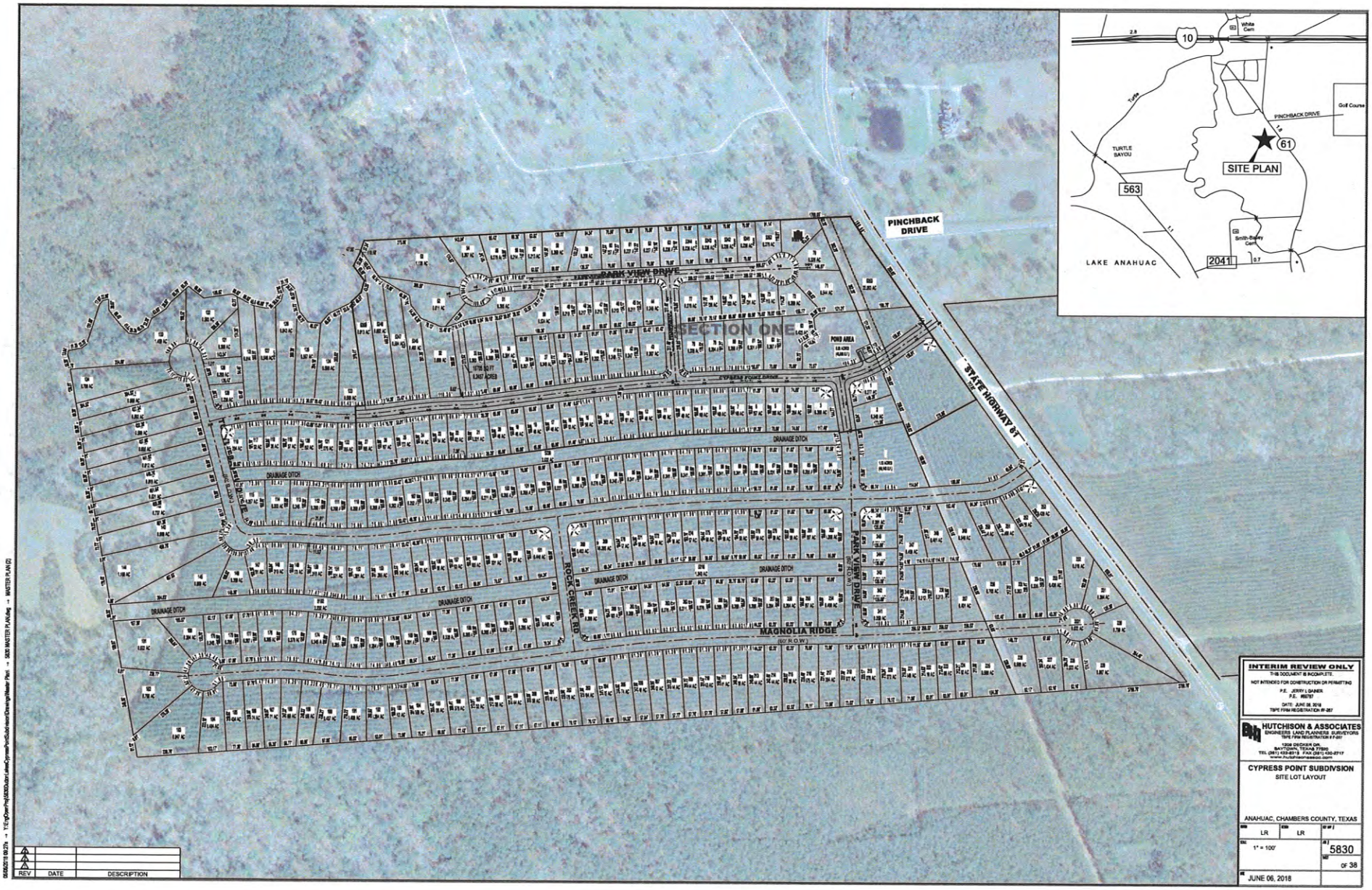
We look forward to discussing a potential Development Agreement with you and the Commissioners Court. We appreciate your time and consideration and thank you for allowing us the opportunity to spur mutually beneficial growth in Chambers County.

Please feel free to contact me if you have any questions.

Yours Very Truly,
REID, STRICKLAND & GILLETTE, L.L.P.

BRANDON E. BENOIT
Stephen H. DonCarlos

SHDC/ej



REV	DATE	DESCRIPTION
1		
2		
3		

INTERIM REVIEW ONLY

THIS DOCUMENT IS INCOMPLETE

NOT INTENDED FOR CONSTRUCTION OR PERMITTING

P.E. JERRY L GAINER
P.E. 85570

DATE: JUNE 06, 2018
TBPE FIRM REGISTRATION #F-287

HUTCHISON & ASSOCIATES
ENGINEERS LAND PLANNERS SURVEYORS
TBPE FIRM REGISTRATION # F-001

1208 DECKER DR.
BAYTOWN, TEXAS 77520
TEL (281) 422-8313 FAX (281) 420-2717
www.HutchisonAssoc.com

CYPRESS POINT SUBDIVSION

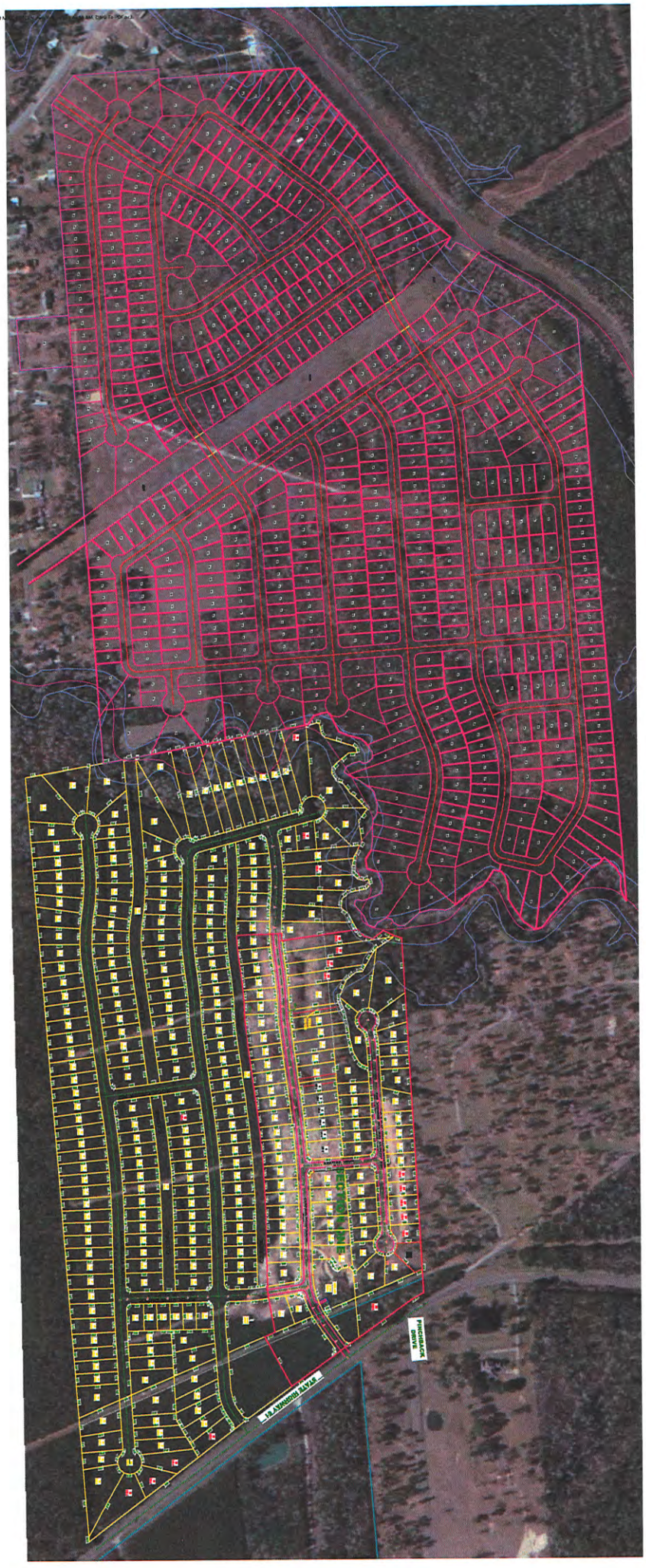
SITE LOT LAYOUT

ANAHUAC, CHAMBERS COUNTY, TEXAS

DRN	CHK	JOB #
LR	LR	
SCALE		JOB #
1" = 100'		5830
		SHT
		OF 38
DATE		
JUNE 06, 2018		

05/06/2018 09:27a → Y:\Dwg\Proj\5830\Subd\Lakes\Cypress\Plat\Subdivision\Drawings\Master Plan\5830 MASTER PLAN.dwg, 6/4/2018 9:27:39 AM, DWG To PDF.pc3, LARA

Y:\EngOpenProj\1830DuttonLakesCypressPointSubdivision\Drawings\Master Plan\1830 M...
LAURA



Cypress Point Subdivision

Chambers County, Texas
Highway 61 @ White Park

Date: April 8, 2017
To: Jay Atchley, Cypress Point Subdivision
Subject: Property Value and Tax Revenue Projection

Introduction

Attached is the property value and tax revenue projection for the proposed Cypress Point subdivision in Chambers County. In summary, if a feasible development financing structure can be determined to enable this property to be developed as proposed, the total property taxes collected by all taxing jurisdictions during the 20-year analysis period will exceed **$31,000,000**. By comparison, if the property remains undeveloped the total property taxes collected during that same period will be only **$31,300**.

The attachments are organized and summarized as follow:

Page 1: Growth and Value Projection

Table 1 documents the value growth by year, before exemptions, based on the assumptions shown at the top of page 1. The average home price in the first year is projected at **$225,000**, with an annual average sales rate of **50** homes per year until build out at **316** total homes. For this projection, it is assumed that the sales price for new homes after Year 1 will grow by **3%** annually and the market value for homes on the tax roll with appreciate by **1%** annually after they have been on the tax roll for two years.

Based on these assumptions, the subdivision will build out in approximately seven years with a property value in Year 8, before exemptions, of approximately **$78.8 million**. After 20 years with the assumed appreciation, the property value will be in excess of **$88 million**. By comparison, the current taxable value of the property is only **$52,270**.

Page 2: Property Value Adjustments for Tax Exemptions

Table 2 summarizes the taxable value for each taxing jurisdiction by year after adjusting for the property tax exemptions offered by each jurisdiction. The adjustments are based on the Homestead and the Over 65/Disabled exemption data provided by the Chambers County Central Appraisal District. For this projection, it is assumed that **80%** of the homes will qualify for the Homestead Exemption and **10%** of the homes will qualify for the Over 65/Disabled Exemption.

Based on these assumptions the Year 8 Anahuac ISD taxable value is **$57.7 million** and **$64.3 million** for all other jurisdictions. In Year 20, Anahuac ISD taxable value is **$65.9 million** and **$72.6 million** for all other jurisdictions.

Mueller Management
1408 Bentlake Lane
Pearland TX 77581
832-512-1200

Cypress Point Subdivision

Chambers County, Texas
Highway 61 @ White Park

Page 3: Property Tax Revenues

Utilizing the taxable value projection described above and assuming the FY 2016-17 tax rates remain constant, the property tax revenue by year for each jurisdiction are shown in Table 3 and summarized below:

New Property Tax Revenues from Proposed Cyprus Point Subdivision

	Chambers County	Anahuac ISD	Chambers-Liberty Navigation District	Trinity Bay Conservation District	Chambers County Public Hospital District	Total
Total Tax Revenue - 20 Years	$ 6,041,838	$ 14,477,344	$ 196,771	$ 4,467,791	$ 5,960,626	$ 31,144,370
Avg Revenue Thru Year 8	$ 212,106	$ 503,903	$ 6,908	$ 156,847	$ 209,255	$ 1,089,019
Avg Revenue Thru Year 20	$ 317,991	$ 761,965	$ 10,356	$ 235,147	$ 313,717	$ 1,639,177

Annual Property Tax Revenues in Current Undeveloped Status

Annual Taxes in Current Status	$ 289	$ 768	$ 9	$ 214	$ 285	$ 1,565

On average over the 20-year period, total tax revenues will be approximately **$1,600,000** per year, compared to **$1,565** per year in the land's currently undeveloped status. The total property tax revenues for all taxing jurisdictions for the 20-year analysis period is over **$31,000,000**, compared to **$31,300** ($1,565 x 20 years) in the land's currently undeveloped status.

Page 4: Tax Rates and Exemptions

Table 4 on page 4 documents the tax rates and exemptions utilized in this analysis.

Conclusion:

In conclusion, if a feasible development financing structure can be determined to enable this property to be developed as proposed, the total property taxes collected by all taxing jurisdictions during the 20-year analysis period will exceed **$31,000,000**. By comparison, if the property remains undeveloped the total property taxes collected during that same period will be only **$31,300**.

Mueller Management
1408 Bentlake Lane
Pearland TX 77581
832-512-1200

Cypress Point Value Projection Before Exemptions

Assumptions

Average Annual Absorption	50
Average Sales Price	$ 225,000
Total Units	316
Sales Price Inflation	3%
Tax Roll Appreciation	1%

Table 1: Property Values Before Exemptions

Year	New Homes Built	Cumulative Homes	New Value With Sales Price Inflation	Cumulative Value With Tax Roll Appreciation
1	50	50		
2	50	100	$ 11,250,000	$ 11,250,000
3	50	150	$ 11,587,500	$ 22,837,500
4	50	200	$ 11,935,125	$ 34,885,125
5	50	250	$ 12,293,179	$ 47,406,679
6	50	300	$ 12,661,974	$ 60,417,504
7	16	316	$ 13,041,833	$ 73,933,404
8	0	316	$ 4,298,588	$ 78,836,168
9	0	316	$ -	$ 79,575,502
10	0	316	$ -	$ 80,363,863
11	0	316	$ -	$ 81,159,618
12	0	316	$ -	$ 81,963,257
13	0	316	$ -	$ 82,774,853
14	0	316	$ -	$ 83,594,486
15	0	316	$ -	$ 84,422,234
16	0	316	$ -	$ 85,258,179
17	0	316	$ -	$ 86,102,401
18	0	316	$ -	$ 86,954,983
19	0	316	$ -	$ 87,816,007
20	0	316	$ -	$ 88,685,557
Total	316		$ 77,068,199	

Cypress Point
Taxable Values by Jurisdiction After Exemptions

Assumptions

% of Homes Qualifying for Homestead Exemption	80%
% of Homes Qualifying for Over 65/Disabled Exemption	10%

Table 2: Values by Jurisdiction After Exemptions

Year	Value Before Exemptions	Chambers County	Anahuac ISD	Chambers-Liberty Navigation District	Trinity Bay Conservation District	Chambers County Public Hospital District
1	$ -					
2	$ 11,250,000	$ 9,150,000	$ 8,100,000	$ 9,150,000	$ 9,150,000	$ 9,150,000
3	$ 22,837,500	$ 18,583,500	$ 16,483,500	$ 18,583,500	$ 18,583,500	$ 18,583,500
4	$ 34,885,125	$ 28,403,505	$ 25,253,505	$ 28,403,505	$ 28,403,505	$ 28,403,505
5	$ 47,406,679	$ 38,621,610	$ 34,421,610	$ 38,621,610	$ 38,621,610	$ 38,621,610
6	$ 60,417,504	$ 49,250,703	$ 44,000,703	$ 49,250,703	$ 49,250,703	$ 49,250,703
7	$ 73,933,404	$ 60,304,060	$ 54,004,060	$ 60,304,060	$ 60,304,060	$ 60,304,060
8	$ 78,836,168	$ 64,326,381	$ 57,690,381	$ 64,326,381	$ 64,326,381	$ 64,326,381
9	$ 79,575,502	$ 64,947,421	$ 58,311,421	$ 64,947,421	$ 64,947,421	$ 64,947,421
10	$ 80,363,863	$ 65,609,645	$ 58,973,645	$ 65,609,645	$ 65,609,645	$ 65,609,645
11	$ 81,159,618	$ 66,278,079	$ 59,642,079	$ 66,278,079	$ 66,278,079	$ 66,278,079
12	$ 81,963,257	$ 66,953,136	$ 60,317,136	$ 66,953,136	$ 66,953,136	$ 66,953,136
13	$ 82,774,853	$ 67,634,877	$ 60,998,877	$ 67,634,877	$ 67,634,877	$ 67,634,877
14	$ 83,594,486	$ 68,323,368	$ 61,687,368	$ 68,323,368	$ 68,323,368	$ 68,323,368
15	$ 84,422,234	$ 69,018,677	$ 62,382,677	$ 69,018,677	$ 69,018,677	$ 69,018,677
16	$ 85,258,179	$ 69,720,870	$ 63,084,870	$ 69,720,870	$ 69,720,870	$ 69,720,870
17	$ 86,102,401	$ 70,430,017	$ 63,794,017	$ 70,430,017	$ 70,430,017	$ 70,430,017
18	$ 86,954,983	$ 71,146,186	$ 64,510,186	$ 71,146,186	$ 71,146,186	$ 71,146,186
19	$ 87,816,007	$ 71,869,446	$ 65,233,446	$ 71,869,446	$ 71,869,446	$ 71,869,446
20	$ 88,685,557	$ 72,599,868	$ 65,963,868	$ 72,599,868	$ 72,599,868	$ 72,599,868

Cypress Point
Tax Revenues by Jurisdiction at Current Tax Rates

Table 3: Tax Revenues by Jurisdiction After Exemptions

Year	Chambers County	Anahuac ISD	Chambers-Liberty Navigation District	Trinity Bay Conservation District	Chambers County Public Hospital District	Total
1						
2	$ 50,571	$ 119,070	$ 1,647	$ 37,396	$ 49,891	$ 258,575
3	$ 102,709	$ 242,307	$ 3,345	$ 75,951	$ 101,328	$ 525,641
4	$ 156,983	$ 371,227	$ 5,113	$ 116,085	$ 154,873	$ 804,280
5	$ 213,457	$ 505,998	$ 6,952	$ 157,847	$ 210,588	$ 1,094,842
6	$ 272,203	$ 646,810	$ 8,865	$ 201,288	$ 268,544	$ 1,397,711
7	$ 333,294	$ 793,860	$ 10,855	$ 246,463	$ 328,814	$ 1,713,285
8	$ 355,525	$ 848,049	$ 11,579	$ 262,902	$ 350,746	$ 1,828,800
9	$ 358,957	$ 857,178	$ 11,691	$ 265,440	$ 354,132	$ 1,847,398
10	$ 362,617	$ 866,913	$ 11,810	$ 268,147	$ 357,743	$ 1,867,229
11	$ 366,312	$ 876,739	$ 11,930	$ 270,879	$ 361,388	$ 1,887,247
12	$ 370,043	$ 886,662	$ 12,052	$ 273,637	$ 365,069	$ 1,907,462
13	$ 373,811	$ 896,683	$ 12,174	$ 276,424	$ 368,786	$ 1,927,878
14	$ 377,616	$ 906,804	$ 12,298	$ 279,238	$ 372,540	$ 1,948,496
15	$ 381,459	$ 917,025	$ 12,423	$ 282,079	$ 376,331	$ 1,969,318
16	$ 385,340	$ 927,348	$ 12,550	$ 284,949	$ 380,160	$ 1,990,346
17	$ 389,259	$ 937,772	$ 12,677	$ 287,847	$ 384,027	$ 2,011,583
18	$ 393,217	$ 948,300	$ 12,806	$ 290,774	$ 387,932	$ 2,033,029
19	$ 397,215	$ 958,932	$ 12,937	$ 293,730	$ 391,875	$ 2,054,688
20	$ 401,251	$ 969,669	$ 13,068	$ 296,716	$ 395,858	$ 2,076,562
Total Tax Revenue - 20 Years	$ 6,041,838	$ 14,477,344	$ 196,771	$ 4,467,791	$ 5,960,626	$ 31,144,370
Avg Revenue Thru Year 8	$ 212,106	$ 503,903	$ 6,908	$ 156,847	$ 209,255	$ 1,089,019
Avg Revenue Thru Year 20	$ 317,991	$ 761,965	$ 10,356	$ 235,147	$ 313,717	$ 1,639,177
Tax Rate	$ 0.552689	$ 1.47	$ 0.018	$ 0.4087	$ 0.54526	

Cypress Point
2016 Tax Rates & Exemptions

Table 4: Property Tax Rates and Exemptions

Parameter	Chambers County (Total)	Anahuac ISD	Chambers-Liberty Navigation District	Trinity Bay Conservation District	Chambers County Public Hospital District
Tax Rate	$ 0.552689	$ 1.47	$ 0.018	$ 0.4087	$ 0.54526
Homestead	20%	20%	20%	20%	20%
Additional Homestead	NA	$ 25,000	NA	NA	NA
Over 65/Disabled	$ 60,000.00	$ 70,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00

Cypress Point Section 1
Bid Items

BID ITEM NO.	SPECIFICATION ITEM NO.	QUANTITIES	UNIT	BID ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE BID IN NUMBERS	AMOUNT BID
Site Prep.						
1		37	acre	Clearing & Grubbing	$ 1,900.00	$ 70,300.00
2	110, 132	37	acre	Stripping - 3 inches	$ 300.00	$ 11,100.00
					Site Prep.	**$ 81,400.00**
Paving						
3	110, 132	15,200	Cubic Yard	Roadway Excavation	$ 5.00	$ 76,000.00
4	220, 221	322	Ton	Type B Commercial Lime Slurry or Type A Hydrated Lime for Subgrade Stabilization (42 L.B./S.Y.)	$ 185.00	$ 59,570.00
5	220, 222	15,303	Square Yard	Mixing and Compacting 6" Stabilized Subgrade	$ 2.50	$ 38,257.50
6	360, 421, 440, 526	13,510	Square Yard	6" Reinforced Concrete Pavement	$ 39.50	$ 533,645.00
7	421, 440, 526, 530	8,097	Linear Foot	4"x 12" Monolithic Concrete Curb	$ 3.00	$ 24,291.00
8	See Drawing	86	Each	Lots & Commercial Area Grading	$ 525.00	$ 45,150.00
9	See Drawing	4	Each	R1-1 Stop Signs	$ 375.00	$ 1,500.00
10	See Drawing	4	Each	Street Name Sign	$ 375.00	$ 1,500.00
					Paving	**$ 779,913.50**
Storm Sewer						
11	402, 430, 433, 459	48	Linear Foot	15" RCP ASTM C-76, Class III, Wall B, Rubber Gasket, All Depths	$ 57.00	$ 2,736.00
12	402, 430, 433, 460	668	Linear Foot	18" RCP ASTM C-76, Class III, Wall B, Rubber Gasket, All Depths	$ 59.00	$ 39,412.00
13	402, 430, 433, 460	823	Linear Foot	24" RCP ASTM C-76, Class III, Wall B, Rubber Gasket, All Depths	$ 63.00	$ 51,849.00
14		125	Linear Foot	48" RCP ASTM C-76, Class III, Wall B, Rubber Gasket, All Depths	$ 180.00	$ 22,500.00
15		60	Linear Foot	5'X3' RCB STORM	$ 284.00	$ 17,040.00
		2	Each	48" Winged Headwalls	$ 6,550.00	$ 13,100.00
16		20	Each	5' "B-B" Curb Inlets	$ 2,525.00	$ 50,500.00
17		4	Each	TYPE A INLETS	$ 1,500.00	$ 6,000.00
18		2	Each	15" S.E.T.	$ 800.00	$ 1,600.00
19		2	Each	5x3 Headwalls	$ 9,600.00	$ 19,200.00
20	400, 402, 420, 421, 430,	7	Each	Storm Sewer Manhole, Concrete	$ 2,700.00	$ 18,900.00
					Storm Sewer Total	**$ 242,837.00**
Sanitary Sewer						
21		1933	Linear Foot	12" SDR 26 PVC Gravity Sanitary Sewer, All Cuts	$ 56.00	$ 108,248.00
22		233	Linear Foot	10" SDR 26 PVC Gravity Sanitary Sewer, All Cuts	$ 61.00	$ 14,213.00
23	L201, L314	813	Linear Foot	8" SDR 26 PVC Gravity Sanitary Sewer, All Cuts	$ 37.00	$ 30,081.00
24		813	Linear Foot	6" SDR 26 PVC Gravity Sanitary Sewer, All Cuts	$ 25.00	$ 20,325.00
25	L317	29	Each	Sanitary Sewer Manholes, All Depths, Precast Concrete	$ 2,650.00	$ 76,850.00
26	L201, L314	20	Each	6" SDR 26 PVC House Service Line (Long), Doubles including Fittings	$ 1,100.00	$ 22,000.00
27	L201, L314	18	Each	6" SDR 26 PVC House Service Line (Short)- Doubles, including Fittings	$ 700.00	$ 12,600.00
28		2	Each	4" SDR 26 PVC House Service Line (Long)- Single, including Fittings	$ 725.00	$ 1,450.00
29		4	Each	4" SDR 26 PVC House Service Line (Short)- Single, including Fittings	$ 560.00	$ 2,240.00
30		337	Linear Foot	6" Force Main	$ 27.00	$ 9,099.00
31		40	Linear Foot	Bore & Case - 12" Steel Casing SH 61	$ 93.00	$ 3,720.00
					Sanitary Sewer Total	**$ 300,826.00**
Water Line						
32		2720	Linear Foot	8" AWWA C900, CL 150 DR 18 PVC Water Line	$ 30.00	$ 81,600.00
33		1260	Linear Foot	6" AWWA C900, CL 150 DR 18 PVC Water Line	$ 26.00	$ 32,760.00
34		10	Each	8" AWWA CL 200, Ductile Iron Gate Valve, Mechanical Joint with Valve Box, Tee	$ 1,200.00	$ 12,000.00
35	L310, L315, V100	1	Each	8"x8" TS&V AWWA CL 200, Ductile Iron Gate Valve, Mechanical Joint with Valve Box	$ 4,750.00	$ 4,750.00
36		45	Each	Short side water line service with valve & meter box	$ 525.00	$ 23,625.00
37		41	Each	Long side water line service with valve & meter box	$ 800.00	$ 32,800.00
38	L310, L315, V100	15	Each	Fire Hydrant, 4 Foot Bury, Mechanical Joint, 6" Valve, Valve Box, and Tee	$ 4,100.00	$ 61,500.00
39		3.0	Ton	Ductile Iron Fittings	$ 2,100.00	$ 6,300.00
					Water Line Total	**$ 255,335.00**
Misc. Items						
40	429	3,000	Linear Foot	OSHA Trench Safety System for Excavation Depths Over 5 Feet	$ 1.00	$ 3,000.00
41	433	24	Ton	Cement Stabilized Sand, for misc., As Directed by Engineer, Paid by Ticket	$ 33.00	$ 792.00
42	433	1	Lump Sum	SWPPP	$ 24,000.00	$ 24,000.00
43	433	25.00	Acres	Hydro-mulch Seeding for Distrubed Areas,	$ 1,600.00	$ 40,000.00
#REF!	See Drawing	1	Lump Sum	TDPES, Compiance (Includes, NOI, NOT, Inspection Reports and Street Cleaning,	$ 350.00	$ 350.00
#REF!	See Drawing	3,000	Linear Foot	Well Pointing As Needed	$ 25.00	$ 75,000.00
					Misc. Items Total	**$ 143,142.00**
Lift Station						
44		1	Lump Sum	Lift Station	$ 500,000.00	$ 500,000.00
					Total Budget Amount	**$ 2,303,453.50**

EXHIBIT C
OCTOBER 22, 2019 CHAPTER 381 PROPOSAL

4.5 Discuss and consider update on Kilgore Drainage
4.6 Discuss and consider update on Oak Street Bridge
4.7 Discuss and consider update on FM 1409 and pass Interlocal agreement for testing of materials

5. ECONOMIC DEVELOPMENT & TOURISM

5.1 Discuss and consider Change Order No. 1 for Rebel Contractors in the amount of $27,217.00 associated with the RWJ Drainage Improvements project as part of the County's Hurricane Ike Round 1 contract
5.2 Discuss and consider Agreement (s) with LJA Engineering and/or TBCD for the CDBG (Community Development Block Grant) funded Hankamer Wastewater Project
5.3 Discuss and consider update on Cypress Point-Chapter 381 Development Agreement proposal
5.4 Discuss and consider update on Covestro, LLC-Tax Abatement Agreement

6. PARKS & RECREATION

6.1 Discuss and consider approving Science Engineering, LTD for Geotech/Material Testing in the amount of $10,000.00 and Chambers Surveying and Mapping for the survey in the amount of $10,000.00 at Fort Anahuac Park Baseball Complex
6.2 Discuss and consider hiring PBK Architects for design work at Fort Anahuac Park Baseball Complex in the amount of $120,000.00
6.3 Discuss and consider installing final phase of the soccer field lights at Cook Road Park from Musco Sports Lighting, LLC in the amount of $77,000.00
6.4 Discuss and consider approving a Park Use Agreement for McCollum Park on November 9, 2019 for a Barrow Ranch Homeowner's Association fundraiser

7. MAINTENANCE & BUILDINGS

7.1 Discuss and consider hiring PBK Architects for design work at the Westside County Complex in the amount of $1,200,000.00
7.2 Discuss and consider hiring PBK Architects for design work at the New Anahuac Library in the amount of $90,125.00
7.3 Discuss and consider approving deductive Change Order No. 1 for the Wallisville Volunteer Fire Department in the amount of $2,952.55
7.4 Discuss and consider approving Change Order No. 1 for White Park Arena for an emergency generator in the amount of $3,010.00 from Generator Power Systems

8. SOLID WASTE

8.1 Discuss and consider the purchase of a CAT D6 20A Dozer from Mustang Machinery Company in the amount of $455,000.00
8.2 Discuss and consider the purchase of an Electronic Technician Program from Mustang Machinery Company in the amount of $3,600.00

9. ENVIRONMENTAL PROTECTION

10. SAFETY/EMERGENCY MANAGEMENT

10.1 Discuss and consider the purchase of a 2009 Braun Super Chief (High water rescue ambulance) from Southwest Ambulance Sales, LLC in the amount of $50,000.00
10.2 Discuss and consider authorization to solicit qualifications for a Medical Director for Chambers County Emergency Medical Services
10.3 Discuss and consider authorization to solicit qualifications for a Billing Company for Chambers County Emergency Medical Services

11. COMMUNICATIONS/TECHNOLOGY

11.1 Discuss and consider approving the Purchase Agreement for Albert Monitoring Services, to-wit: provision of internet and network security
11.2 Discuss and consider approving the extension of Tyler Technologies contract number 2014-0274 dated 11/29/14 for annual $102,950.00 subscription fee

12. GOLF COURSE

NOTICE OF OPEN MEETING
COMMISSIONERS COURT OF CHAMBERS COUNTY, TEXAS

Notice is hereby given that a **Regular Meeting** of the **Chambers County Commissioners Court** will be held on **Tuesday**, the **22nd** day of **October , 2019** at **9:30 a.m.** in the County Courtroom, Anahuac, Texas, at which time the following items will be discussed, considered, passed, or adopted to-wit:

UG-96-2019-4818

REGULAR MEETING AGENDA

1. ADMINISTRATION

Citizen's comments

1.1 Discuss and consider 2020 Chambers County Resolution for the Indigent Defense Grant Program

1.2 Discuss and consider Presentation from Spindletop Center on Mental Health statistics and the impact Spindletop has in Chambers County (9:30 a.m.)

1.3 Discuss and consider designating two (2) elected officials as representatives and two (2) elected officials as alternates to the 2020 Houston-Galveston Area Council's General Assembly and Board of Directors

1.4 Discuss and consider Resolution authorizing County Grant-Texas Department of Agriculture Texans Feeding Texans: Home Delivered Meal Grant Program Year 2020

1.5 Discuss and consider approving Interlocal Agreement for Governmental Functions and Services related to Joint Planning in GMA 14 (Groundwater Management Area 14)

1.6 Discuss and consider Resolution recognizing the past 20 years of achievements of the Galveston Bay Estuary Program (GBEP) and to support its Galveston Bay Plan, 2nd Edition, which is the updated Comprehensive Conservation Management Plan for Galveston Bay that sets forth Objectives and Actions for the next 20 years

1.7 Discuss and consider hiring the law firms of Chaffin & Homan and Reich & Binstock under a contingent fee contract pursuant to Government Code 2254.1036, to-wit: Opioid Litigation

1.8 Discuss and consider committee update regarding Senate Bill 944 for potential avenues of compliance

1.9 Discuss and consider establishing a pre-trial Bond Supervision Department in Chambers County

1.10 Discuss and consider authorizing the Purchasing Agent to purchase 2020 Capital vehicles and equipment

1.11 Discuss and consider Election Overtime for the November 5, 2019, Joint Constitutional Amendment Election

2. FINANCIAL

2.1 Discuss and consider approving the 2020 Chambers County EMS Budget

3. ROAD & BRIDGE

4. ENGINEERING/PROJECT MANAGEMENT

4.1 Discuss and consider acquisition of real property for official County use and improvement- **Executive Session**

4.2 Discuss and consider possible studies/plan for improving county-wide drainage including the purchase of equipment for three (3) drainage crews totaling approximately $1,750,000.00; additional personnel totaling $600,000.00 and starting the process to acquire permanent drainage easements for an approximate cost of $1,000,000.00 per 100 linear miles of drainage easements

4.3 Discuss and consider setting a public hearing related to requested changes to the County subdivision manual for platting process, lot width and combining infrastructure

4.4 Discuss and consider approval of Joseph Cove-Section 4 with a surety bond

13. AIRPORTS

14. HEALTH & WELFARE

14.1 Discuss and consider 2020 Retiree Medical Program Renewal-United Healthcare, through Texas Association of Counties

15. MOSQUITO CONTROL

16. LIBRARY & HISTORICAL

17. LAW ENFORCEMENT

18. PERSONNEL

18.1 Discuss and consider job descriptions

18.2 Discuss and consider payroll changes

19. CONSENT

All consent agenda items listed are considered routine by the Commissioners Court and will be enacted by one motion. There will be no separate discussion of these items unless a court member requests, in which event the item will be removed from the consent agenda and considered separately.

1. Monthly reports
2. Claim Docket/Check Register
3. Travel reimbursements and misc. expenditures
4. Budget amendments/transfers
5. Minutes of September 10, 2019; Regular Meeting
6. Vacation carryover for Derek Parish (53 hours); Gary Herman (40 hours)
7. Approve for the record Texas Association of Counties (TAC) Health and Employee Benefits Pool (HEBP) Renewal (December 2019-November 2020)
8. Approve the reimbursement to Cove EMS in the amount of $65,920.44 for the purchase of Power Loaders
9. Accept into the record the Release of Lien on Parcel 19777, to-wit: $9,776.31 settlement previously approved
10. Approve the purchase of three (3) cradle point modems for the newly purchased Coban Systems from Ergotech Controls, Inc. in the amount of $7,527.87
11. Application for Utility Construction in the County right-of-way from Aspen Utility for construction along 1221 Transport Dr., Baytown, TX 77523
12. Approve the purchase of mobile and portable radio from Motorola Solutions for the New EMS Director position in the amount of $11,359.09
13. Approve the reimbursement to Anahuac EMS in the amount of $57,594.36 for the purchase of Power Loaders
14. Approve PBK Architects in the amount of $50,000.00 for architectural services; Science Engineering, LTD for material testing in the amount of $10,000.00-Animal Control Building
15. Approve PKK Architects in the amount of $30,000.00 architectural services; Science Engineering, LTD for material testing in the amount of $10,000.00-Cove Volunteer Fire Department
16. Approve Science Engineering, LTD for material testing in the amount of $15,000.00-Juanita Hargraves Memorial Branch Library and Health Addition Building
17. Approve Arnold Construction for parking additions in the amount of $65,671.00; Science Engineering, LTD for material testing in the amount of $5,000.00-Health Services Building
18. Approve Arnold Construction in the amount of $32,150.00 for the Cove Community Building remodel-Commissioner, Pct. 2

20. EXECUTIVE SESSION

20.1 Personnel – Section 551.074, Gov. Code, V.T .C.S.

20.2 Consultation with Attorney – Section 551.071, Gov. Code, V.T.C.S.

20.3 Purchase of Property – Section 551.072, Gov. Code, V.T.C.S.

Dated this the 18 day of October, 2019

Jimmy ~~Sylvia~~, County Judge

I, the undersigned, County Clerk, do hereby certify that the above Notice of Open Meeting of the Chambers County Commissioners' Court, is a true and correct copy of said Notice, and that I received and posted said Notice on the outer courthouse doors and bulletin board inside the courthouse of Chambers County, Texas, at a place readily accessible to the general public at all times on this the _____ day of _____, 2019, at _____.m., and said Notice remained posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Heather H. Hawthorne, Chambers County Clerk

_____ Deputy

FILED FOR RECORD IN:
Chambers County
On: 10/18/2019 2:17:17 PM
Doc Number: 2019 – 4818
Number of Pages: 4
Amount: 0.00
Order#:20191018000036
By: KH

Heather H. Hawthorne, County Clerk

Recorded

REID, STRICKLAND & GILLETTE, L.L.P.

A Limited Liability Partnership of Individuals and Professional Corporations
ATTORNEYS AT LAW
407 CITIZENS BANK TOWER
1300 ROLLINGBROOK AT GARTH
PO BOX 809
BAYTOWN, TEXAS 77522-0809

(281) 422-8166
Fax (281) 428-2962

June 5, 2019

Honorable Jimmy Sylvia
Chambers County Judge
404 Washington Street
PO BOX 939
Anahuac, Texas 77514

Re: Cypress Point Subdivision - Chapter 381 Development Agreement Proposal

Dear Judge Sylvia,

Cypress Point is a planned residential subdivision located on Highway 61 at White's Park. Section 1 of the subdivision will consist of 316 homes developed on a 132-acre tract. It is anticipated that build out will occur in approximately seven (7) years, achieving a pre-exemption value of $79 million in year eight (8). After twenty (20) years, with assumed appreciation, property values will surpass $88 million. The property tax revenue generated by all taxing entities during this period will exceed $30 million. By comparison, if the property remains undeveloped, property tax revenue will be Thirty-One Thousand Three Hundred and No/100 ($31,300.00) Dollars.

We respectfully request consideration of a Development Agreement with the County to offset the cost of utilities and other necessary public infrastructure investment. The terms of the Agreement are to be negotiated consistent with the County's Chapter 381 Economic Development Policy. Supporting analysis and exhibits are attached per policy.

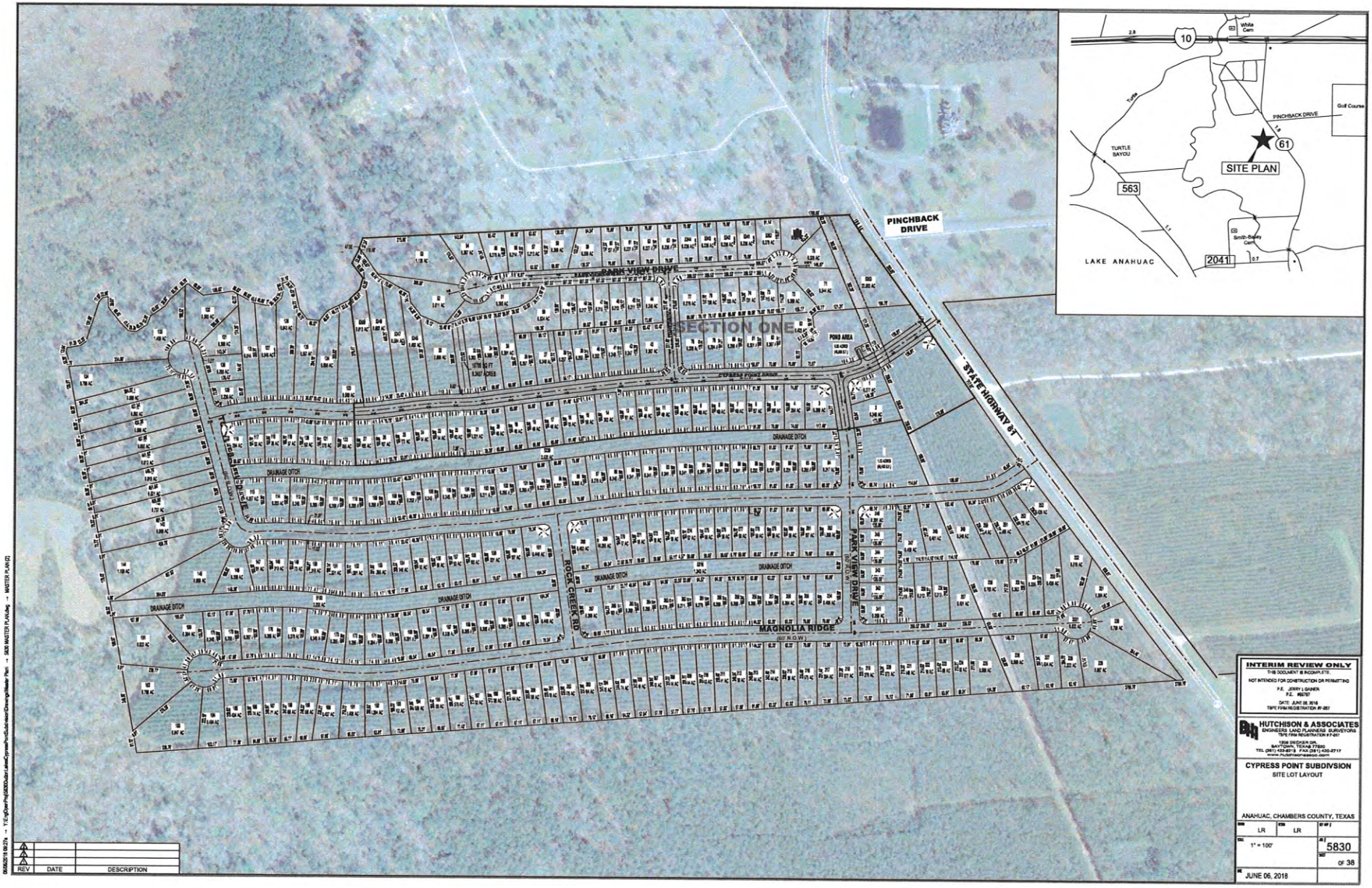
We look forward to discussing a potential Development Agreement with you and the Commissioners Court. We appreciate your time and consideration and thank you for allowing us the opportunity to spur mutually beneficial growth in Chambers County.

Please feel free to contact me if you have any questions.

Yours Very Truly,
REID, STRICKLAND & GILLETTE, L.L.P.

BRANDON E. BENOIT
Stephen H. DonCarlos

SHDC/ej



REV	DATE	DESCRIPTION

INTERIM REVIEW ONLY
THIS DOCUMENT IS INCOMPLETE.
NOT INTENDED FOR CONSTRUCTION OR PERMITTING
P.E. JERRY L DANER
P.E. #93787
DATE: JUNE 06, 2018
TBPE FIRM REGISTRATION #F-001

HUTCHISON & ASSOCIATES
ENGINEERS LAND PLANNERS SURVEYORS
TBPE FIRM REGISTRATION # F-001
1836 DECKER DR.
BAYTOWN, TEXAS 77520
TEL (281) 420-8713 FAX (281) 420-2717
www.hutchisonassoc.com

CYPRESS POINT SUBDIVISION
SITE LOT LAYOUT

ANAHUAC, CHAMBERS COUNTY, TEXAS

DRN	CHK	JOB #
LR	LR	
SCALE		JOB #
1" = 100'		5830
DATE		SHT
JUNE 06, 2018		of 38

05/06/2018 09:27a → Y:\Dwg\Daner\Proj\5830\Outer Lakes\Cypress Point Subdivision\Drawings\Master Plan → 5830 MASTER PLAN.dwg → MASTER PLAN (2)
Y:\Dwg\Daner\Proj\5830\Outer Lakes\Cypress Point Subdivision\Drawings\Master Plan\5830 MASTER PLAN.dwg, 6/6/2018 9:27:29 AM, DWG To PDF.pc3, LANDA

Cypress Point Section 1
Bid Items

BID ITEM NO.	SPECIFICATION ITEM NO.	QUANTITIES	UNIT	BID ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE BID IN NUMBERS	AMOUNT BID
Site Prep.						
1		37	acre	Clearing & Grubbing	$ 1,900.00	$ 70,300.00
2	110, 132	37	acre	Stripping - 3 inches	$ 300.00	$ 11,100.00
					Site Prep.	**$ 81,400.00**
Paving						
3	110, 132	15,200	Cubic Yard	Roadway Excavation	$ 5.00	$ 76,000.00
4	220, 221	322	Ton	Type B Commercial Lime Slurry or Type A Hydrated Lime for Subgrade Stabilization (42 L.B./S.Y.)	$ 185.00	$ 59,570.00
5	220, 222	15,303	Square Yard	Mixing and Compacting 6" Stabilized Subgrade	$ 2.50	$ 38,257.50
6	360, 421, 440, 526	13,510	Square Yard	6" Reinforced Concrete Pavement	$ 39.50	$ 533,645.00
7	421, 440, 526, 530	8,097	Linear Foot	4"x 12" Monolithic Concrete Curb	$ 3.00	$ 24,291.00
8	See Drawing	86	Each	Lots & Commercial Area Grading	$ 525.00	$ 45,150.00
9	See Drawing	4	Each	R1-1 Stop Signs	$ 375.00	$ 1,500.00
10	See Drawing	4	Each	Street Name Sign	$ 375.00	$ 1,500.00
					Paving	**$ 779,913.50**
Storm Sewer						
11	402, 430, 433, 459	48	Linear Foot	15" RCP ASTM C-76, Class III, Wall B, Rubber Gasket, All Depths	$ 57.00	$ 2,736.00
12	402, 430, 433, 460	668	Linear Foot	18" RCP ASTM C-76, Class III, Wall B, Rubber Gasket, All Depths	$ 59.00	$ 39,412.00
13	402, 430, 433, 460	823	Linear Foot	24" RCP ASTM C-76, Class III, Wall B, Rubber Gasket, All Depths	$ 63.00	$ 51,849.00
14		125	Linear Foot	48" RCP ASTM C-76, Class III, Wall B, Rubber Gasket, All Depths	$ 180.00	$ 22,500.00
15		60	Linear Foot	5'X3' RCB STORM	$ 284.00	$ 17,040.00
		2	Each	48" Winged Headwalls	$ 6,550.00	$ 13,100.00
16		20	Each	5' "B-B" Curb Inlets	$ 2,525.00	$ 50,500.00
17		4	Each	TYPE A INLETS	$ 1,500.00	$ 6,000.00
18		2	Each	15" S.E.T.	$ 800.00	$ 1,600.00
19		2	Each	5x3 Headwalls	$ 9,600.00	$ 19,200.00
20	400, 402, 420, 421, 430,	7	Each	Storm Sewer Manhole, Concrete	$ 2,700.00	$ 18,900.00
					Storm Sewer Total	**$ 242,837.00**
Sanitary Sewer						
21		1933	Linear Foot	12" SDR 26 PVC Gravity Sanitary Sewer, All Cuts	$ 56.00	$ 108,248.00
22		233	Linear Foot	10" SDR 26 PVC Gravity Sanitary Sewer, All Cuts	$ 61.00	$ 14,213.00
23	L201, L314	813	Linear Foot	8" SDR 26 PVC Gravity Sanitary Sewer, All Cuts	$ 37.00	$ 30,081.00
24		813	Linear Foot	6" SDR 26 PVC Gravity Sanitary Sewer, All Cuts	$ 25.00	$ 20,325.00
25	L317	29	Each	Sanitary Sewer Manholes, All Depths, Precast Concrete	$ 2,650.00	$ 76,850.00
26	L201, L314	20	Each	6" SDR 26 PVC House Service Line (Long), Doubles including Fittings	$ 1,100.00	$ 22,000.00
27	L201, L314	18	Each	6" SDR 26 PVC House Service Line (Short)- Doubles, including Fittings	$ 700.00	$ 12,600.00
28		2	Each	4" SDR 26 PVC House Service Line (Long)- Single, including Fittings	$ 725.00	$ 1,450.00
29		4	Each	4" SDR 26 PVC House Service Line (Short)- Single, including Fittings	$ 560.00	$ 2,240.00
30		337	Linear Foot	6" Force Main	$ 27.00	$ 9,099.00
31		40	Linear Foot	Bore & Case - 12" Steel Casing SH 61	$ 93.00	$ 3,720.00
					Sanitary Sewer Total	**$ 300,826.00**
Water Line						
32		2720	Linear Foot	8" AWWA C900, CL 150 DR 18 PVC Water Line	$ 30.00	$ 81,600.00
33		1260	Linear Foot	6" AWWA C900, CL 150 DR 18 PVC Water Line	$ 26.00	$ 32,760.00
34		10	Each	8" AWWA CL 200, Ductile Iron Gate Valve, Mechanical Joint with Valve Box, Tee	$ 1,200.00	$ 12,000.00
35	L310, L315, V100	1	Each	8"x8" TS&V AWWA CL 200, Ductile Iron Gate Valve, Mechanical Joint with Valve Box	$ 4,750.00	$ 4,750.00
36		45	Each	Short side water line service with valve & meter box	$ 525.00	$ 23,625.00
37		41	Each	Long side water line service with valve & meter box	$ 800.00	$ 32,800.00
38	L310, L315, V100	15	Each	Fire Hydrant, 4 Foot Bury, Mechanical Joint, 6" Valve, Valve Box, and Tee	$ 4,100.00	$ 61,500.00
39		3.0	Ton	Ductile Iron Fittings	$ 2,100.00	$ 6,300.00
					Water Line Total	**$ 255,335.00**
Misc. Items						
40	429	3,000	Linear Foot	OSHA Trench Safety System for Excavation Depths Over 5 Feet	$ 1.00	$ 3,000.00
41	433	24	Ton	Cement Stabilized Sand, for misc., As Directed by Engineer, Paid by Ticket	$ 33.00	$ 792.00
42	433	1	Lump Sum	SWPPP	$ 24,000.00	$ 24,000.00
43	433	25.00	Acres	Hydro-mulch Seeding for Distrubed Areas,	$ 1,600.00	$ 40,000.00
#REF!	See Drawing	1	Lump Sum	TDPES, Compiance (Includes, NOI, NOT, Inspection Reports and Street Cleaning,	$ 350.00	$ 350.00
#REF!	See Drawing	3,000	Linear Foot	Well Pointing As Needed	$ 25.00	$ 75,000.00
					Misc. Items Total	**$ 143,142.00**
Lift Station						
44		1	Lump Sum	Lift Station	$ 500,000.00	$ 500,000.00
					Total Budget Amount	**$ 2,303,453.50**

Angel Brothers Enterprises, LTD.
P.O. Box 570
Baytown, Texas 77522-0570

PROJECT: CYPRESS POINT SECTION 1

CONTRACT AMOUNT: **$2,244,420.50**

OWNER: DUTTON LAKE, LLC

ENGINEER: HUTCHISON AND ASSOCIATES
1209 DECKER DRIVE
BAYTOWN, TEXAS 77520
ATTN: JAY ATCHLEY

CONTRACTOR: ANGEL BROTHERS ENTERPRISES, LTD.
P.O. BOX 570
BAYTOWN, TEXAS 77522-0570

INVOICE DATE: 8/6/2019

APPLICATION FOR PAYMENT NO.: 1

PERIOD: **7/1/2019** **THROUGH** **7/31/2019**

	DESCRIPTION	QUANTITIY	UNIT	UNIT PRICE	WORK THIS PERIOD	PREVIOUS WORK	TOTAL WORK TO DATE	TOTAL AMOUNT	PERCENT COMPLETE
	SITE PREP								
1	CLEARING AND GRUBBING	37.00	AC	$4,400.00	**18.50**		18.50	$81,400.00	50.00%
2	STRIPPING - 3"	37.00	AC	$500.00	**37.00**		37.00	$18,500.00	100.00%
3	DITCH A1 & A2 EXCAVATION	6000.00	CY	$8.00	**6000.00**		6000.00	$48,000.00	100.00%
4	DITCH B & C GRADING	1188.00	LF	$15.00			0.00	$0.00	0.00%
	PAVING								
5	ROADWAY EXCAVATION	10984.00	CY	$6.50			0.00	$0.00	0.00%
6	LIME SLURRY	404.00	TN	$200.00			0.00	$0.00	0.00%
7	6" LIME STABILIZED SUBGRADE	14946.00	SY	$3.75			0.00	$0.00	0.00%
8	6" REINFORCED CONCRETE PAVING	9550.00	SY	$45.00			0.00	$0.00	0.00%
8A	7" REINFORCED CONCRETE PAVING	3615.00	SY	$50.00			0.00	$0.00	0.00%
9	4" X 12" CONCRETE CURB	7874.00	LF	$3.00			0.00	$0.00	0.00%
10	LOTS & COMMERCIAL AREA GRADING	90.00	EA	$800.00	**22.50**		22.50	$18,000.00	25.00%
11	R1-1 STOP SIGNS	4.00	EA	$375.00			0.00	$0.00	0.00%
12	STREET NAME SIGNS	4.00	EA	$375.00			0.00	$0.00	0.00%
	STORM SEWER								
13	OMITTED								
14	18" HDPE	660.00	LF	$50.00	**660.00**		660.00	$33,000.00	100.00%
15	24" HDPE	834.00	LF	$65.00	**834.00**		834.00	$54,210.00	100.00%
16	30" HDPE	300.00	LF	$87.00	**300.00**		300.00	$26,100.00	100.00%
17	48" HDPE	301.00	LF	$150.00	**301.00**		301.00	$45,150.00	100.00%
18	60" HDPE	187.00	LF	$215.00	**187.00**		187.00	$40,205.00	100.00%
19	5' X 3' BOX CULVERT	117.00	LF	$525.00	**117.00**		117.00	$61,425.00	100.00%

	DESCRIPTION	QUANTITIY	UNIT	UNIT PRICE	WORK THIS PERIOD	PREVIOUS WORK	TOTAL WORK TO DATE	TOTAL AMOUNT	PERCENT COMPLETE
20	5' BB INLETS	20.00	EA	$3,150.00	**10.00**		10.00	$31,500.00	50.00%
21	TYPE A INLETS	3.00	EA	$1,500.00	**3.00**		3.00	$4,500.00	100.00%
21	OMITTED								
22	5' X 3' HEAD WALLS	2.00	EA	$8,000.00	**2.00**		2.00	$16,000.00	100.00%
23	STORM MAHHOLE ON 5'X 3' BOX	1.00	EA	$1,500.00	**1.00**		1.00	$1,500.00	100.00%
24	STORM SEWER JUNCTION BOXES	12.00	EA	$2,800.00	**12.00**		12.00	$33,600.00	100.00%
25	18" BROKEN CONCRETE RIP RAP	465.00	SY	$81.00			0.00	$0.00	0.00%
26	5" CONCRETE SLOPE PAVING	34.00	SY	$160.00			0.00	$0.00	0.00%
27	TRENCH SAFETY	2399.00	LF	$1.00	**2399.00**		2399.00	$2,399.00	100.00%
	SANITARY SEWER								
28	12" SDR 26 SAN. SEWER	167.00	LF	$54.00	**167.00**		167.00	$9,018.00	100.00%
29	10" SDR 26 SAN. SEWER	246.00	LF	$62.00	**246.00**		246.00	$15,252.00	100.00%
30	10" SANITARY PLUG	1.00	EA	$180.00	**1.00**		1.00	$180.00	100.00%
31	8" SDR 26 SAN. SEWER	2838.00	LF	$36.00	**2838.00**		2838.00	$102,168.00	100.00%
32	8" SANITARY PLUG	1.00	EA	$180.00	**1.00**		1.00	$180.00	100.00%
33	8" SANITARY DROPS	2.00	EA	$470.00	**2.00**		2.00	$940.00	100.00%
34	6" SDR 26 SAN. SEWER	566.00	LF	$30.00	**566.00**		566.00	$16,980.00	100.00%
35	6" SANITARY DROPS	1.00	EA	$470.00	**1.00**		1.00	$470.00	100.00%
36	SANITARY MANHOLES	23.00	EA	$2,500.00	**23.00**		23.00	$57,500.00	100.00%
37	EXTRA DEPTH MANHOLES	62.00	VF	$300.00	**62.00**		62.00	$18,600.00	100.00%
38	LONG DOUBLE SERVICES	23.00	EA	$1,900.00	**23.00**		23.00	$43,700.00	100.00%
39	SHORT DOUBLE SERVICES	18.00	EA	$750.00	**18.00**		18.00	$13,500.00	100.00%
40	LONG SINGLE SERVICES	2.00	EA	$1,600.00	**2.00**		2.00	$3,200.00	100.00%
41	SHORT SINGLE SERVICES	2.00	EA	$700.00	**2.00**		2.00	$1,400.00	100.00%
42	TRENCH SAFETY	3817.00	LF	$1.00	**3817.00**		3817.00	$3,817.00	100.00%
	FORCE MAIN SEWER								
43	6" FORCE MAIN	343.00	LF	$23.00			0.00	$0.00	0.00%
44	DUCTILE IRON FITTINGS	1.00	TN	$1,200.00			0.00	$0.00	0.00%
45	BORE & CASE 12" STEEL CASING	40.00	LF	$150.00			0.00	$0.00	0.00%
46	TS&V	1.00	EA	$3,600.00			0.00	$0.00	0.00%
47	TRENCH SAFETY	343.00	LF	$1.00			0.00	$0.00	0.00%
	WATER LINE								
48	8" WATERLINE	2362.00	LF	$28.00			0.00	$0.00	0.00%
49	6" WATERLINE	1218.00	LF	$22.00			0.00	$0.00	0.00%
50	2" WATERLINE	550.00	LF	$15.00			0.00	$0.00	0.00%
51	8" G.V. AND BOX	8.00	EA	$1,300.00			0.00	$0.00	0.00%

	DESCRIPTION	QUANTITIY	UNIT	UNIT PRICE	WORK THIS PERIOD	PREVIOUS PERIOD	TOTAL WORK TO DATE	TOTAL AMOUNT	PERCENT COMPLETE
52	6" G.V. AND BOX	4.00	EA	$900.00			0.00	$0.00	0.00%
53	2" FLUSH VALVE ASSEMBLY	2.00	EA	$1,000.00			0.00	$0.00	0.00%
54	8" X 8" TS&V	1.00	EA	$4,800.00			0.00	$0.00	0.00%
55	SHORT SIDE SERVICE & METER BOX	45.00	EA	$640.00			0.00	$0.00	0.00%
56	LONG SIDE SERVICE & METER BOX	41.00	EA	$950.00			0.00	$0.00	0.00%
57	FIRE HYDRANT ASSEMBLY	14.00	EA	$3,900.00			0.00	$0.00	0.00%
58	DUCTILE IRON FITTINGS	2.00	TN	$5,600.00			0.00	$0.00	0.00%
59	TRENCH SAFETY	4130.00	LF	$1.00			0.00	$0.00	0.00%
	MISC. ITEMS								
60	CEMENT STABILIZED SAND	24.00	TN	$33.00			0.00	$0.00	0.00%
61	SWPPP	1.00	LS	$29,000.00	**0.25**		0.25	$7,250.00	25.00%
62	HYDROMULCH SEEDING	25.00	AC	$1,600.00			0.00	$0.00	0.00%
63	TPDES, NOI, NOT, ETC.	1.00	LS	$350.00	**1.00**		1.00	$350.00	100.00%
64	WELL POINTING AS NEEDED	1000.00	LF	$20.00			0.00	$0.00	0.00%

TOTAL WORK COMPLETED	$809,994.00	36.09%
LESS 10% RETAINAGE	$80,999.40	
SUBTOTAL	$728,994.60	
LESS PREVIOUS PAYMENTS	$0.00	
TOTAL AMOUNT DUE	**$728,994.60**	

CERTIFIED BY CONTRACTOR:

ANGEL BROTHERS ENTERPRISES, LTD.

BY: Chance Angel

CHANCE ANGEL, VICE PRESIDENT

DATE: 8/6/2019

APPROVED BY ENGINEER:

HUTCHISON & ASSOCIATES

BY: _____

DATE: _____

ACCEPTED BY OWNER:

DUTTON LAKE, LLC

BY: _____

DATE: _____