

**CERTIFICATE
OF
CITY SECRETARY**

I hereby certify that I am the City Secretary of the City of Thompsons and the authority responsible for having the official ballot prepared for the May 10, 2014 election. I further certify that the following candidates are unopposed for election to the office of Mayor and Council members in the May 10, 2014 election:

**Freddie Newsome, Jr.-Mayor
Edward E. Taylor-Alderman
Deborah Brown-Alderman**

Mary Ann Manna

**City Secretary
Town of Thompsons
March 20, 2014**

**TOWN OF THOMPSONS
FORT BEND COUNTY, TEXAS**

ORDINANCE NUMBER 153A

AN ORDINANCE DECLEARING EACH UNOPPOSED CANDIDATE ELECTED TO OFFICE:

WHEREAS: under Subchapter C, ("Election of Unopposed Candidate"), Section 2.051-2.054 of the Election Code of the State of Texas:

CHAPTER 2 SUBCHAPTER C VERNON'S TEXAS CODES ANNOTATED
ELECTIONS

ELECTION OF UNOPPOSED CANDIDATE

SECTION 2.051: APPLICABILITY OF SUBCHAPTER. This subchapter applies only to an election for officers of a political subdivision other than a county in which write-in votes may be counted only for names appearing on a list of write in candidates and in which:

- (1) each candidate whose name is to appear on the ballot is unopposed;
- and
- (2) no proposition is to appear on the ballot.

SECTION 2.052: CERTIFICATION OF UNOPPOSED STATUS. (a) The authority responsible for having the official ballot prepared shall certify in writing that a candidate is unopposed for election to an office in:

- (1) only one candidate's name is to be placed on the ballot for that office under Section 52.003; and
- (2) no candidate's name is to be placed on a list of write-in candidates for that office under applicable law.

(b.) The certification shall be delivered to the governing body of the political subdivision as soon as possible after the filing deadline for placement on the ballot and a list of write-in candidates.

SECTION 2.053: ACTION ON CERTIFICATION: (a) On receipt of the certification, the governing body of the political subdivision by order or ordinance may declare each unopposed candidate elected to office.

(b) If a declaration is made under Subsection (a), the election is not held. A copy of the order or ordinance shall be posted on election day at each polling place that would have been used in the election.

© A certificate of election shall be issued to each candidate in the same manner as provided for a candidate elected at the election.

WHEREAS; as certification has been delivered to the governing body of the Town of Thompsons, Fort Bend County, Texas by the City Secretary stating that there are no opposed candidates and that no proposition is to appear on the ballot.

WHEREAS: all criteria have been met under the Texas Election Code, the Mayor and Aldermen of the Town of Thompsons, Fort Bend County, Texas declare the following unopposed candidate are duly elected to the position listed:

Mayor: Freddie Newsome, Jr.
Alderman: Edward E. Taylor
Alderman: Deborah Brown

WHEREAS: If any provision, section, subsection, sentence, clause or phrase of this ordinance, or application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void, invalid (or for any reason unenforceable), the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Board of Aldermen of the Town of Thompsons in adopting this ordinance, that no portion thereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation, and to this end, all provisions of this ordinance are declared to be severable.

WHEREAS: Any ordinance or parts of ordinances in conflict: herewith, are repealed to the extent of their conflict only.

NOW THEREFORE BE ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS: the fact in the preamble of this ordinance are hereby found and determined to be true and correct and this Ordinance shall become effective immediately upon its passage and adoption.

The Town Secretary is hereby directed to keep a file of this ordinance with the City files.

This ordinance shall take effect and be in force from and after its passage and approval. Passed and adopted following the first reading hereof this 20th day of March, A.D., 2014.

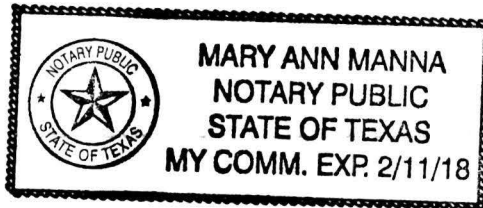
MAYOR *Freddie Newsome, Jr.* ALDERMAN _____
ALDERMAN *Carol M. Dobbins* ALDERMAN *Reta Morgan*
ALDERMAN *Deborah Brown* ALDERMAN *Edward E. Taylor*

ATTEST

Mary Ann Manna

MARY ANN MANNA, SECRETARY
OF THE TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS

(SEAL)



I, Mary Ann Manna, City Secretary of the Town of Thompsons, Fort Bend County, Texas do hereby certify that the foregoing is a true and correct copy of Ordinance Number 153A, finally passed and approved by the Town of Thompsons, following the first reading thereof at a regular meeting held the 20th day of March 2014, and the statement is duly attested by the Secretary and that same has been duly engrossed and enrolled in the records of the Town of Thompsons, Fort Bend County, Texas.

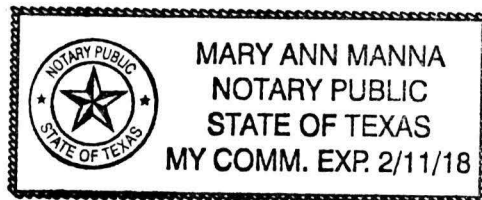
EXECUTED under my hand and official seal of the Town of Thompsons, Fort Bend County, Texas, this the 20th day of March, 2014.

ATTEST:

Mary Ann Manna

SECRETARY
OF THE TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS

(SEAL)



**PEBLO DE THOMPSONS
FORT BEND COUNTY, TEXAS**

ORDENAZA NUMERO 153B

Una ordenanza declarando cada candidato sin oposicion electado a la oficio:

Mientras que; en Subcapitulo C, ("Eleccion de Candidato Sin Oposicion"), Seccion 2.051-2.054 de el Election Codigo del Estado de Tejas:

CAPITULO 2 SUBCAPITULO C VERNONS TEXAS CODES ANNOTATED
ELECTIONS

ELECCION DE CANDIDATO SIN OPOSICION

SECCION 2.051: APLICABILIDAD DE SUBCAPITULO. Este subcapitulo aplica solamente a una eleccion para oficiales de una subdivision politico otra cosa que un condado en que votos de escrito pueden estar contado solamente para nombres que aparecen en un lista que esta escrito de candidatos y en que:

- (1) Cada candidato que su nombre aparece en la balota es sin oposicion; y
- (2) No proporción es de aparecer en la balota.

SECCION 2.052: CERTIFICACION DE CONDICION SIN OPOSICION.

- (a) La autoridad responsable de tener labalota preparado oficial para formar certificar en escrito que el candidato es sin oposicion para el eleccion de un oficio en:
 - (1) Solamente uno candidato's nombre estar puesto en la balota por esa oficio en seccion 52.003; y
 - (2) No candidato's nombre es puesto en la lista de candidatos escrito para el oficio aplicable de la ley.
- (b) El certificacion habre estado entregado a la cuerpo de gobernar de un subdivision politico lo mas pronto posible despues del solicitado linea vedada para colocacion en la balota y una lista de candidatos escrito.

SECCION 2.053: ACCION DE CERTIFICACION:

- (a) En ricibo de certificacion, el cuerpo de gobenar de un subdivision de orden o ordenanza puede declarar cada candidato sin oposicion para elegido a la oficio.
- (b) Si una declaracion es inventado en subseccion (a), no hay elecciones. Una copia del orden or ordenanza sera puesto en el dia de eleccion a cada cabina de votar que fue usado en la eleccion.
- (c) Un certificacion de eleccion sera dado para cada candidato en el mismo manera a condicion para un candidato electado a la elecciones.

Mientras que; una certificacion ha entregado al cuerpo de gobernar del Pueblo de Thompsons, Fort Bend County, Texas por el Secretario de la Ciudad diciendo que no hay candidatos de oposicion y que no hay proporcions en la balota.

Mientras que: todo criterio ha encontrado por el Texas Election Code, el Alcalde y Concejal del Pueblo de Thompsons, Fort Bend County, Texas declarar el proximo candidato sin oposicion estan electado a el posicion:

Alcalde Freddie Newsome, Jr.
Concejal: Edward E. Taylor
Concejal: Deborah Brown

Mientras que; Si hay provision, seccion, subseccion, frase, clausula o fase de este ordenanza, o aplicacion de misma persona o circunstancia, es para alguna razon esta inconstitucional, vacio, invalido (o por una razon inejecutable), el valido de la porcions restante de esta ordenanza o de su aplicacion a otras personas o de circunstancia no sera afectado de este modo, es el intento del Consejo de Concejal del Pueblo de Thompsons en adoptando este ordenanza, que no porcion o provision o regulacion contenido hay hecho inoperante o faltar por razon de algun anticonstitucional o invalido de algun porcion, provision o regulacion, y asta el fin, todo provisions de este ordenanza son declarar de estar separado.

Mientras que; Algun ordenanza o partes de ordenanzas en conflicto estan revocando al la extension de su conflicto solamente.

Ahora por eso ordenando por el Consejo de Concejal del Pueblo de Thompsons, Fort Bend County, Texas: el facto en el preambulo de este ordenanza son por estas fundar y determinado estar verda y correcto y esta Ordenanza sera efecto inmediatamente encima de pasaje y adopcion.

La Secretaria del Pueblo esta directado a poner en fila un copia certificado de este ordenanza con la oficina de Secretaria de State Elections Divisions para el State of Texas.

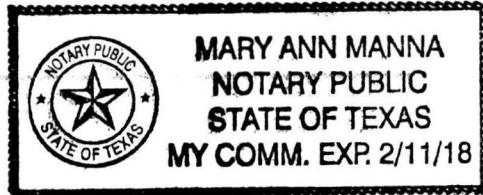
Esta ordenanza sera efecto y hacer cumplir de y despues de pasaje y aprobacion.
Pasado y adoptado despunes de primero leyendo este 20th dia de Marzo, A.D., 2014.

ALCALDE *Freddie Newsome, Jr.* CONCEJAL _____
CONCEJAL *Carol M. Doherty* CONCEJAL *Rita Moya Miller*
CONCEJAL *Deborah Brown* CONCEJAL *Edward E. Taylor*

ATESTIGUAR:

Mary Ann Manna

MARY ANN MANNA, SECRETARIA
DEL PUEBLO DE THOMPSONS, FORT BEND COUNTY, TEXAS



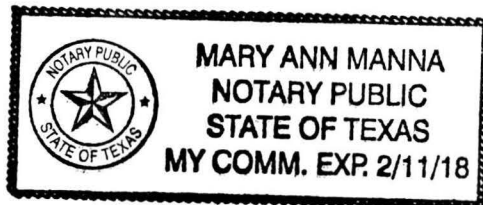
Yo, Mary Ann Manna, Secretaria de la Ciudad del Pueblo de Thompsons, Fort Bend County, Texas ha certificado que todo es verdad y copia correcto de Ordenanza numero 153B, finalmente pasado y aprobado para el Pueblo de Thompsons, despues de primero leyendo en la junta regular el 20th dia de Marzo, 2014 y el declaracion es astestiguado por la secrectaria y que mismo ha absorbido y alistado en los registardos del Pueblo de Thompsons, Fort Bend County, Texas.

Ejecutado, debajo de mi mano y sello oficial del Pueblo de Thompsons, Fort Bend County, Texas, este 20th, dia de Marzo, 2014.

ATESTIGUAR:

Mary Ann Manna

SECRETARIA (SEAL)
DEL PUEBLO DE THOMPSONS, FORT BEND COUNTY, TEXAS



ORDINANCE NO. 154

AN ORDINANCE OF THE TOWN OF THOMPSONS, TEXAS, ADOPTING REGULATIONS TO MINIMIZE FLOOD LOSSES; APPOINTING A FLOODPLAIN ADMINISTRATOR TO OVERSEE ADMINISTRATION OF THE ORDINANCE; REGULATING THE PLACEMENT AND CONSTRUCTION OF SUBDIVISIONS, RESIDENTIAL AND NON-RESIDENTIAL CONSTRUCTION, AND MANUFACTURED HOUSING; ESTABLISHING A REVIEW PROCESS OF ALL CONSTRUCTION; PROVIDING DEFINITIONS; ESTABLISHING PENALTIES FOR VIOLATION OF ANY PROVISION OF THIS ORDINANCE.

FLOOD DAMAGE PREVENTION ORDINANCE

ARTICLE I

**STATUTORY AUTHORIZATION, FINDINGS OF FACT,
PURPOSE AND METHODS**

SECTION A. STATUTORY AUTHORIZATION.

The Legislature of the State of Texas has in the Flood Control Insurance Act, Texas Water Code, Section 16.315, delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the Board of Aldermen of the Town of Thompsons, Fort Bend County, Texas, does ordain as follows:

SECTION B. FINDINGS OF FACT.

(1) The flood hazard areas of the Town of Thompsons are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.

(2) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

SECTION C. STATEMENT OF PURPOSE.

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and
- (7) Insure that potential buyers are notified that property is in a flood area.

SECTION D. METHODS OF REDUCING FLOOD LOSSES.

In order to accomplish its purposes, this ordinance uses the following methods:

- (1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;
- (4) Control filling, grading, dredging and other development which may increase flood damage;
- (5) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

ARTICLE 2

DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

44 CFR. SECTOPM 60.3 – The National Flood Insurance Program Regulation for floodplain management criteria for flood prone areas.

44 CFR, SECTION 65.12 – The National Flood Insurance Program Regulation defining the “revision of flood insurance rate maps to reflect base flood elevations caused by proposed encroachments.”

ACCESSORY STRUCTURES – When accessory structures of one-hundred (100) square feet or less are to be placed in the floodplain, the following criteria shall be met:

- (1) Accessory structures shall not be used for human habitation (including work, sleeping, living, cooking, or restroom areas).
- (2) Accessory structures shall be designed to have low flood damage potential and all parts of the structure below the base flood elevation (if not insured) and one foot above (if insured) must be made of FEMA-approved flood resistant materials.

APPEAL – A request for a review of the Floodplain Coordinator’s interpretation of any provision of these Regulations or a request for a variance.

ALLUVIAL FAN FLOODING - means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

APEX - means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

APPURTENANT STRUCTURE – means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure

AREA OF FUTURE CONDITIONS FLOOD HAZARD – means the land area that would be inundated by the 1percent-annual chance (100 year) flood based on future conditions hydrology.

AREA OF SHALLOW FLOODING - means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

AREA OF SPECIAL FLOOD HAZARD - is the land in the floodplain within a community subject to a 1-percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed rate making has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V.

BASE FLOOD - means the flood having a 1 percent chance of being equaled or exceeded in any given year.

BASE FLOOD ELEVATION (BFE) – The elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1% chance of equaling or exceeding that level in any given year - also called the Base Flood.

BASEMENT - means any area of the building having its floor subgrade (below ground level) on all sides.

BREAKAWAY WALL – means a wall that is not 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 system.

BUILDING PERMIT – The same as a Development Permit or permit.

CRITICAL FEATURE - means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

DEVELOPMENT - means any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

DEVELOPMENT PERMIT – A permit for the construction of a development. Also called a building permit or floodplain Development Permit in these Regulations.

DRAINAGE – The runoff which flows over land as a result of precipitation. This shall include sheet flow, flow in streets and flows which may concentrate in local drainage systems with or without defined channels

ELEVATED BUILDING – means, for insurance purposes, a non-basement building, which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

EXISTING CONSTRUCTION - means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

EXPANSION – An addition to an existing development.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FILLING - The placement of natural sands, dirt, soil, or rock above the natural grade to raise the elevation of the ground. Fill may also include concrete, cement, soil cement, or similar material as approved on a case-by-case basis.

FLOOD or FLOODING - means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) the overflow of inland or tidal waters.
- (2) the unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD ELEVATION STUDY – means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

FLOOD INSURANCE RATE MAP (FIRM) - means an official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS) – see *Flood Elevation Study*

FLOODPLAIN COORDINATOR – The **County Engineer** is designated as the Floodplain Coordinator.

FLOODPLAIN or FLOOD-PRONE AREA - means any land area susceptible to being inundated by water from any source (see definition of flooding).

FLOODPLAIN MANAGEMENT - means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS - means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOOD PROTECTION SYSTEM - means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

FLOOD PROOFING - means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY – see *Regulatory Floodway*

FREEBOARD – A difference in elevation usually expressed in feet above a flood level for purposes of floodplain management. “Freeboard” is intended to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway condition, such as a wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

FUNCTIONALLY DEPENDENT USE - means a use, which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE - means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE - means any structure that is:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or

(4) Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:

(a) By an approved state program as determined by the Secretary of the Interior or;

(b) Directly by the Secretary of the Interior in states without approved programs.

IMPROVEMENT – The process of erecting, constructing, enlarging, altering, and/or repairing of any development.

LEVEE - means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

LEVEE SYSTEM - means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

LOWEST FLOOR - means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; **provided** that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

MANUFACTURED HOME – means a structure as defined under Chapter 1201.003 (12), (18), and (20) of the Texas Occupation Code – Manufactured Housing – including transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes the term “manufactured homes” also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days. For insurance purposes the term “manufactured homes” does not include park trailers, travel trailers, or other similar vehicles.

MANUFACTURED HOME PARK OR SUBDIVISION - means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MEAN SEA LEVEL - means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

NATURAL GROUND – The grade unaffected by construction techniques such as fill, landscaping, or berms.

NEW CONSTRUCTION - means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

NEW MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

RECREATIONAL VEHICLE - means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REGULATORY FLOODWAY - means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

RISING WATER – The increase in level and/or intensity of an overflowing of water onto normally dry land.

RIVERINE – means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

SPECIAL FLOOD HAZARD AREA – see *Area of Special Flood Hazard*

START OF CONSTRUCTION - (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or

foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

START OF DEVELOPMENT – The first placement of permanent construction of a structure on a site, such as pouring a slab or footings, the installation of piles, or the placement of a manufactured home on a foundation. Included within this definition are grading and filling, installation of streets or underground utilities and other such development. A Development Permit is required prior to the start of any development.

STRUCTURE – means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

SUBDIVISION – The division of any tract or parcel of land by plat, map, or description into two or more parts to lay out:

- (1) A subdivision of the tract, including an addition;
- (2) Lots; or
- (3) Streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts; or
- (4) A division regardless of whether it is made by using a metes and bounds description in a deed, by using a contract of sale or other executor contract to convey, or by using any other method.

Subdivision shall also include the subdivision, re-platting or other alterations of any tract of land, reserve or lot which is part of a previously recorded subdivision. Subdivision shall not include the division of land for agricultural purposes only, land divided by partition deeds executed by co-tenants for the purpose of effecting a partition of land, division of land for the purpose of settling family estates providing the division does not include any dedication or layout of streets or other public or private access ways, and division of a tract of land separated by two or more spaces or lots that are to be rented, leased or offered for rent or lease for a term of less than 60 months without a purchase option, for installation of manufactured homes for use and occupancy as residence.

SUBSTANTIAL DAMAGE - Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty percent (50%) of the Fort Bend County Central Appraisal District market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENTS - Any reconstruction, rehabilitation, addition, or improvement of a structure or structures where the cost of the improvements equals or exceeds fifty percent (50%) of the Fort Bend County Central Appraisal District Value of the structure before “start of construction”. This includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. An improvement is started when the

first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not the alteration affects the external dimensions of the structure. For the purpose of determining if an improvement is a substantial improvement, the owner for the permit must submit data reflecting the CAD value of the structure prior to being damaged, improved or modified and the cost of the restoration, improvement or modification. Costs shall include the value of all labor and materials. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by Fort Bend County local official(s) and which are the minimum necessary conditions; or (2) any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

TEXAS WATER CODE 11.086 – Overflow caused by Diversion of Water.

TOPOGRAPHY – The description of the three-dimensional shape of the land surface based upon elevation contours.

UNINCORPORATED AREA – The area in Fort Bend County, Texas, that is not within an incorporated area of a city, town, or village.

UTILITY – A person, as defined herein, engaged in this State in the:

- (a) generation, transmission, or distribution and sale of electric power;
- (b) transportation, distribution and sale through a local distribution system of natural or other gas for domestic, commercial, industrial, or other use;
- (c) ownership or operation of a pipeline for the transmission or sale of natural or other gas, natural gas liquids, crude oil or petroleum products to other pipeline companies, refineries, local distribution systems, municipalities, or industrial consumers;
- (d) provision of telephone or telegraph service to others;
- (e) production, transmission, or distribution and sale of steam or water;
- (f) operation of a railroad; or
- (g) the provisions of sanitary sewer service to others.

VARIANCE – A grant of relief by a community from the requirements of these Regulations. A variance, therefore, permits construction or development in a manner otherwise prohibited by these Regulations. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

VIOLATION - means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION - means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

ARTICLE 3

GENERAL PROVISIONS

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES.

These regulations shall apply to all unincorporated areas within the jurisdiction of Fort Bend County, Texas.

Subject to Article 3, Section C, provisions of these Regulations shall apply to all new construction or development, proposed subdivisions, proposed manufactured home communities and/or manufactured housing as defined under Chapter 1201.003 (12), (18), and (20) of the Texas Occupation Code, Manufactured Housing, alter the topography that would affect others or violate Section 11.086 of the Texas Water Code, and to the construction, alteration, repair, use, location, or maintenance of every building or structure or any appurtenances connected to or attached to such buildings or structures, within the designated area affected by these Regulations.

SECTION B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD.

The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, "The Flood Insurance Study (FIS)" dated November 7, 2001, with accompanying Flood Insurance Rate Maps and/or Flood Boundary-Floodway Maps (FIRM and/or FBFM) dated November 7, 2001 and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance.

SECTION C. ESTABLISHMENT OF DEVELOPMENT PERMIT.

A Development Permit shall be required to ensure conformance with the provisions of these Regulations. Any fully enclosed structure over 100 sq. ft. (i.e. barn, garage, workshop, storage building) and/or the development of improved or unimproved real estate as defined in these Regulations.

No person shall erect, construct, enlarge, alter, repair, or improve any building or development structure or manufactured housing as defined under Chapter 1201.003 (12), (18), and (20) of the Texas Occupation Code, Manufactured Housing, or alter the topography that would affect others or violate Section 11.086 of the Texas Water Code in the applicable jurisdiction, or cause such to be done, without first obtaining a separate Development Permit for such buildings or structures from the Floodplain Coordinator

SECTION D. COMPLIANCE.

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this ordinance and other applicable regulations.

If a person has violated, is violating, or is threatening to violate, these Regulations in any manner, the County may institute a civil suit in the appropriate court for injunctive relief to restrain the person from continuing the violation or threat of violation including, but not limited to, an order directing the person to remove illegal improvements and restore preexisting

conditions. In addition, a person who violates these Regulations is subject to a civil penalty of not more than \$100.00 for each act of violation and for each day of violation.

Any person who diverts or impounds the natural flow of surface waters or permits a diversion or impounding by him to continue in a manner that damages the property of another by the overflow of the water diverted or impounded may be subject to a civil suit in the appropriate court for injunctive relief to restrain the person from continuing the violation and directing the person to remove illegal improvements and restore the property to preexisting conditions and seek a civil penalty of \$100.00 for each act of violation and for each day of the violation.

Fort Bend County shall file against any parcel of land that is in violation of these Regulations, a notice in the real property records, identifying any condition on the property that the County determines violates the rules adopted by these Regulations.

No person may provide utility services that connect the land and/or improvements with utility services without written certification from the County that the property complies with all county regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS.

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION.

In the interpretation and application of this ordinance, all provisions shall be; (1) considered as minimum requirements; (2) liberally construed in favor of the governing body; and (3) deemed neither to limit nor repeal any other powers granted under State statutes.

SECTION G. WARNING AND DISCLAIMER OR LIABILITY.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

ARTICLE 4

ADMINISTRATION

SECTION A. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR.

The Mayor or the Mayor's designee is hereby appointed the Floodplain Administrator to administer and implement the provisions of this ordinance and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program Regulations) pertaining to floodplain management.

The **Floodplain Administrator** shall assign its duties of Floodplain administration to Fort Bend County under an Interlocal Agreement between the District and Fort Bend County. The **County Engineer** is designated as the Floodplain Coordinator. The Development Permit and related information will be filed in the Community depository at the Fort Bend County Engineering Department.

SECTION B. DUTIES & RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR.

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

(1) Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance.

(2) Review permit application to determine whether to ensure that the proposed building site project, including the placement of manufactured homes, will be reasonably safe from flooding.

(3) Review, approve or deny all applications for development permits required by adoption of this ordinance.

(4) Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.

(5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.

(6) Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is the Texas Water Development Board (TWDB), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

(7) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

(8) When base flood elevation data has not been provided in accordance with Article 3, Section B, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer the provisions of Article 5.

(9) When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

(10) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than 1 foot, provided that the community **first** completes all of the provisions required by Section 65.12.

(11) The Floodplain Coordinator, or his duly authorized representative, may enter any building, structure, or premises to perform any duties imposed by these Regulations.

(12) Determine non-compliance with diversion or impoundment of the natural flow of surface waters and referral to the County or District Attorney's Office for enforcement, when necessary.

(13) Upon notice from the Floodplain Coordinator or designated representative that the work on any building, structure, dike, bridge, or any improvement which would affect water drainage, is being done contrary to the provisions of these Regulations, contrary to the site and/or building plans approved by the Floodplain Coordinator or designated representative, or in a dangerous or unsafe manner, such work shall be immediately stopped. Such notice shall be in writing and shall be given to the owner of the property or to his agent, or to the person doing the work. Where an emergency exists, no written notice shall be required to be given by the Floodplain Coordinator for referral to the County or District Attorney's Office for enforcement, when necessary.

(14) The Floodplain Coordinator may revoke a permit issued under the provisions of these Regulations if there has been any false statement or misrepresentation as to a material fact in the application or plans upon which the permit or approval was based.

(15) If any parcel of land is determined to be in violation of these Regulations, Fort Bend County shall file a notice in the real property records identifying any condition on the property that the Floodplain Coordinator determines violates the rules adopted by these Regulations.

SECTION C. PERMIT PROCEDURES.

(1) When a Development Permit is required:

(a) Prior to the start of any work within floodplain or flood-prone areas or any development, as defined herein.

(b) Except within floodplain or flood-prone areas, prior to fill placement or excavation greater than 40 loads (500 cubic yards) or grading changes results in the modification to existing drainage and/or the increase in any elevation by six (6) inches or more. Determinations and clarifications shall be provided by the Floodplain Coordinator.

(c) Ordinary and minor repairs may be made without a Development Permit provided that such repairs shall not violate any of the provisions of these Regulations.

(2) The application for a Development Permit shall be presented by the owner or the agent of the owner specifically authorized to act on the owner's behalf on approved forms and may include, but is not limited to:

(a) Site plan and/or survey from a registered surveyor showing the locations, dimensions and elevations of proposed landscape alterations, existing and proposed

structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard; and relationship to all easements and roadways. The site plan shall be to scale or have sufficient dimensioning to clearly detail the location of the development.

(b) Metes and bounds description of the property.

(c) Permit fee, as reflected in the Fort Bend County fee schedule.

The Floodplain Coordinator may require the submission of additional information, drawings, specifications or documents, if he is unable to determine whether a permit should be issued from the information submitted.

The Floodplain Coordinator shall require permits from other Local, State, and Federal agencies prior to the issuance of a Development Permit. The owner is responsible for compliance with all applicable regulations and permit requirements and continued compliance consistent with County approvals.

(3) The following requirements in addition to Article 4, Section (D) (2) will be completed for a Development Permit located within a Special Flood Hazard Area (floodplain/floodway):

(a) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;

(b) Elevation (in relation to mean sea level), to which any non-residential structure shall be floodproofed;

(c) A floodproofing certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the flood proofing criteria of Article 5, Section B(2).

(d) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development;

(e) Maintain a record of all such information in accordance with Article 4, Section (C)(1).

(f) A mitigation plan will be provided for all development on the property to assure compliance with 44 CFR 60.3.

(g) Upon receipt of the elevation certificate or floodproofing certificate and mitigation plan, the Floodplain Coordinator will sign and date the original Development Permit and furnish the Applicant a signed copy;

(h) Applicant will inform the Floodplain Coordinator when construction of the lowest floor is to start.

(i) Applicant will deliver to the Floodplain Coordinator elevation certificate (FEMA 81-31) of "as-built" lowest floor elevation of the structure within (7) calendar days of completion of construction of the lowest floor, certified by a registered professional engineer, surveyor, or architect.

(4) Approval or denial of a Development Permit by the Floodplain Coordinator shall be based on all of the provisions of all of these Regulations and the following relevant factors:

(a) The danger to life or damage to property due to the flooding or erosion damage;

(b) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

(c) The danger that materials may be swept onto other lands to the injury of others;

(d) The compatibility of the proposed use with existing and anticipated development;

(e) The safety of access to the property in times of flood for ordinary and emergency vehicles;

(f) The cost of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical, and water systems;

(g) The expected heights, velocity, duration, rate of rise and sediment transport of the flood water and the effects of wave action if applicable, expected at the site;

(h) The necessity to the facility of a waterfront location, where applicable;

(i) The availability of alternative locations, not subject to flooding or erosion damage, for the purpose of use;

(j). The relationship of the proposed use to the comprehensive plan for that area; and

(5) The Floodplain Coordinator shall determine the minimum elevation of the lowest floor (including basement) of a new or substantially improved structure for a Development Permit.

(6) A Development Permit Application will be accepted and approved by the Floodplain Coordinator only after the Development Permit is deemed to be in complete compliance with all Fort Bend County Regulations.

(7) The Development Permit will not be issued without dated signature of the Floodplain Coordinator or his designee.

SECTION D. VARIANCE PROCEDURES.

(1) The Appeal Board, as established by the community, shall hear and render judgment on requests for variances from the requirements of this ordinance.

(2) The Appeal Board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.

(3) Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision in the courts of competent jurisdiction.

(4) The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

(5) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this ordinance.

(6) Variances may be issued for new construction and substantial improvements to be erected on a lot of 1/2 acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section C (2) of this Article have been fully considered. As the lot size increases beyond the 1/2 acre, the technical justification required for issuing the variance increases.

(7) Upon consideration of the factors noted above and the intent of this ordinance, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this ordinance (Article 1, Section C).

(8) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(9) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

(10) Prerequisites for granting variances:

(a) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(b) Variances shall only be issued upon: (i) showing a good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(c) Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(11) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that (i) the criteria outlined in Article 4, Section D (1)-(9) are met, and (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

ARTICLE 5

PROVISIONS FOR FLOOD HAZARD REDUCTION SECTION

A. GENERAL STANDARDS.

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

(1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent floatation, collapse or lateral movement of structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

(a) If fill material is to be used to elevate any structure in Zones A, A1-30, AE, AO, AH, AR, or A99, the following will apply:

(i) Fill material must be compacted to at least 95% of Standard Laboratory Maximum Density (Standard Proctor) according to ASTM Standard D-698;

(ii) Fill soils must be fine grained soils of low permeability, such as those classified as CH, CL, SC, or ML according to ASTM Standard D-2487, "Classification of Soils for Engineering Purposes." See Table 1804.2 in the "2000 International Building Code (IBC)" for description of these soils types;

(iii) The fill material must be homogenous and isotropic; that is, the soil must be all of one material, and the engineering properties must be the same in all directions.

(2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;

(3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;

(4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;

(5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

(6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,

(7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

(8) No person may divert or impound the natural flow of surface waters or allow a diversion or impounding to continue in a manner that damages the property of another by the overflow of the water diverted or impounded. Any such damage, as established by a property owner claiming damage to his property and accepted by the Floodplain Coordinator, may result in an action as provided in Article 9.

SECTION B. SPECIFIC STANDARDS.

In all areas of special flood hazards where base flood elevation data has been provided as set forth in (i) Article 3, Section B, (ii) Article 4, Section B (8), or (iii) Article 5, Section C (3), the following provisions are required:

(1) **Residential Construction** - New construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated **eighteen (18) inches** above the base flood elevation. A registered professional engineer, architect or land surveyor shall submit a certification to the Floodplain Coordinator that the standard of this subsection as proposed in Article 4, Section C (3)(a), is satisfied.

(2) **Nonresidential Construction** - New construction and substantial improvements of any commercial, industrial or other non-residential structure shall either have the lowest floor (including basement) elevated **eighteen (18) inches** above the base flood level or, together with attendant utility and sanitary facilities, designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are flood-proofed shall be maintained by the Floodplain Coordinator.

(3) **Enclosures** - New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

(a) A minimum of two openings on separate walls having a total net area of not less than 1 square inch for every square foot of enclosed area subject to flooding shall be provided.

(b) The bottom of all openings shall be no higher than 1 foot above grade.

(c) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(4) **Manufactured Homes.**

(a) All manufactured homes, including manufactured housing as defined under Chapter 1201.003 (12), (18), and (20) of the Texas Occupation Code, to be placed or substantially improved within Zone A, shall be installed using methods and practices which minimize flood damage. For the purpose of this requirement, the bottom chord of the supporting I-beam of manufactured homes shall be elevated thirty-six (36) inches above natural adjacent grade or eighteen (18) inches above BFE, whichever is the highest and anchored to resist floatation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors.

This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

(b) Manufactured homes may not be placed in a floodway.

(c) Fort Bend County has Regulations Concerning Minimum Infrastructure Standards for Manufactured Home Rental Communities, which must be complied with in addition to these Regulations if the land is to be developed into a manufactured home park.

(5) **Recreational Vehicles.**

(a) Any recreational vehicle remaining at one location in excess of 180 days shall be permitted and elevated above the base flood elevation required. All recreational vehicles shall be tied down to resist floatation.

(b) Any person, who moves a recreational vehicle from a location in order to avoid having to permit, elevate and tie down as required in these Regulations, must remove the recreational vehicle for a period in excess of 24 hours. If the vehicle is removed for a period consisting of 24 hours or less, then the permitting requirements will apply and the property owner will be required to comply with the requirements set forth in "a" above.

(c) Any recreational vehicle that is being used as a residence must be permitted, elevated, and tied down in the same manner as required for manufactured homes and the above 24 hour rule does not apply.

(d) All recreational vehicles shall be capable of evacuation under its own power or if dependent of external power, the vehicle shall be in running condition. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

(e) Egress of recreational vehicles shall not be prevented by stored or fixed items such as stairs, porches, storerooms, etc.

(f) Recreational vehicles stored on a homeowner's lot where the house already exists are exempt from the 180-day permit regulations subject to other ordinances or restrictions. These vehicles must be unoccupied and not connected to water or sewer facilities. It must have a current license, inspection sticker, and be capable of highway use.

(6) **Fill Material and Excavation.**

(a) Development Permit may not be required if less than 40 loads (500 cubic yards) of fill material or excavation per acre of land are added to or removed from the property and the land is not within the floodplain. Each acre may not be affected by more than 40 loads (500 cubic yards) of fill material or excavation. Property owner is required to equally disburse and spread fill material to ensure no more than 40 loads (500 cubic yards) of fill being placed on each acre.

(b) If more than 40 loads (500 cubic yards) of fill material or excavation are to be added or removed per acre of land, a Development Permit must be obtained from the Floodplain Coordinator. The property owner will be required to provide a hydraulic analysis (drainage plan) prepared by a registered professional engineer and approved by the Fort Bend County Drainage District.

(c) The property owner must be able to provide to the County information relating to the location from which the fill material came, if it was from a governmental project, and who hauled/delivered the fill material.

(d) Unless agreed to in writing by the adjoining landowner, fill material shall be placed no closer than ten (10) feet from the property line. Unless agreed to in writing by the adjoining landowner, excavations, except approved drainage facilities, shall not be allowed closer than twenty (20) feet plus twice the depth of the excavation from the property line.

(e) If the fill is placed or an excavation is proposed that modifies the natural flow of water on the property, outside an Area of Special Flood Hazard, then the property owner is required to mitigate for the altered flow. Natural flow could be by sheet flow, swale, ditch, slough or other natural or man-made means of conveyance of water. Mitigation could include ditches, swales, detention/retention ponds and any other means approved by the Floodplain Coordinator.

(f) All fill material must be spread evenly, in accordance with the applicable Development Permit, within six (6) months of the Permit issuance date. If the fill material is not spread within this time period, the Floodplain Coordinator may require that the property owner remove the fill material.

SECTION C. STANDARDS FOR SUBDIVISION PROPOSALS.

(1) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with Article 1, Sections B, C, and D of this ordinance.

(2) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Floodplain Development Permit requirements of Article 3, Section C; Article 4, Section C; and the provisions of Article 5 of this ordinance.

(3) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to Article 3, Section B or Article 4, Section B (8) of this ordinance.

(4) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

(5) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

SECTION D. STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES).

Located within the areas of special flood hazard established in Article 3, Section B, are areas designated as shallow flooding. These areas have special flood hazards associated with flood depths of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

(1) All new construction and substantial improvements of **residential** structures have the lowest floor (including basement) elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified).

(2) All new construction and substantial improvements of **non-residential** structures;

(a) have the lowest floor (including basement) elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified), or

(b) together with attendant utility and sanitary facilities be designed so that below the base specified flood depth in an AO Zone, or below the Base Flood Elevation in an AH Zone, level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

(3) A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section, as proposed in Article 4, Section C are satisfied.

(4) Require within Zones AH or AO adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.

SECTION E. FLOODWAYS.

Floodways located within areas of special flood hazard established in Article 3, Section B, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

(1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway, **unless** it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

(2) If Article 5, Section E (1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article 5.

(3) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulations, a community may permit encroachments within the adopted

regulatory floodway that would result in an increase in base flood elevations, provided that the community **first** completes all of the provisions required by Section 65.12.

(4) The storage of hazardous materials, in a form, is prohibited within the boundaries of the regulatory floodway as delineated on the Community's FIRM.

SECTION G. ADDITIONAL REQUIREMENTS FOR BASE FLOOD ELEVATIONS.

Fort Bend County will require an elevation of **eighteen (18) inches** above the base flood elevation for development in flood hazard area Zones "A" and "AE," as indicated on the National Flood Insurance Program FIRM map for the County.

When a residential or non-residential structure is intended to be constructed in an approximate Zone A, a BFE must be determined by using the same engineering standards and methods that are used to develop BFEs in a Flood Insurance Study (FIS) or other technical methods recommended by the County Drainage Engineer and approved by the Floodplain Coordinator.

Fort Bend County will require compliance with the Fort Bend County Drainage Criteria Manual which is incorporated by reference herein and may be obtained from the Fort Bend County Clerk, the Fort Bend County Engineer, or the Fort Bend County Drainage District Engineer.

ARTICLE 6

UTILITIES

Any structure or other development may not be connected for water, sewer, and electricity of gas utility services if it is not in compliance with these Regulations.

ARTICLE 7

HAZARDOUS WASTE

SECTION A. DEFINITIONS.

(1) Hazardous Waste Management Facilities" included facilities for storage, processing or **disposal** of any waste identified or listed as hazardous by the Administrator of the United States Environmental Protection Agency, pursuant to 42 U.S.C.6901, et seq., as amended.

(2) On-Site Storage Processing or Disposal includes those activities defined in Section 335.42 (a) (44) [156.22.05.102 (a) (44)] Texas Administrative Code.

SECTION B. STATEMENT OF PURPOSE.

In order to promote and protect the public interest in providing appropriate protection against the perils of flood losses, no building or Development Permits will be granted for the construction of any injection well or other type of disposal site for hazardous material or any hazardous waste management facilities in any flood prone areas or floodplain areas having special flood hazards, as delineated on the Official Flood Hazard Map of Fort Bend County, with the exception of hazardous waste management facilities for storage, processing or disposal of on-site generated waste. [See Article 5, Section A (6) and A (7)].

ARTICLE 8
OTHER REGULATIONS

In addition to the Regulations herein, prior to the issuance of Development Permit, the development must also comply with all regulations of Fort Bend County, including:

ON-SITE SEWERAGE FACILITIES SYSTEM (OSSF) PERMITS: OSSF permits are required in accordance the Texas Health and Safety Code and Fort Bend County regulations for all properties that do not obtain a connection to an approved sewer system. Development shall comply with the requirements of Fort Bend County Environmental Health Department.

DRAINAGE PLAN: Fort Bend County has adopted a Drainage Criteria Manual. The development of any tract of land or building of any structure shall include detention and other drainage facilities. All development shall be approved by the Fort Bend County Drainage District Engineer.

MANUFACTURED HOME REGULATIONS: The development of a manufactured home park shall comply with Regulations Concerning Minimum Infrastructure Standards for Manufactured Home Rental Communities as adopted by Fort Bend County.

SUBDIVISIONS: All subdivisions shall comply with the requirements of the Regulations of Subdivisions as adopted by Fort Bend County.

LIFE SAFETY: Fort Bend County has established standards for fire protection and life safety. All development subject to these rules shall be approved by the Fort Bend County Fire Marshal.

OUTDOOR LIGHTING: Fort Bend County has adopted Outdoor Lighting Regulations. All development shall obtain approval of the Outdoor Lighting Plan prior to issuance of a Development Permit.

SIGNS: Fort Bend County has established regulations for signs along and visible from Tollroads. All development subject to these rules shall obtain approval of all proposed signs prior to issuance of a Development Permit.

ARTICLE 9
VIOLATIONS AND PENALTIES

SECTION A. REVOCATION OF PERMIT.

The Floodplain Coordinator may revoke a permit or approval issued under the provisions of these Regulations, in cases where there have been false statement or misrepresentation as to a material fact in the application or plans upon which the permit or approval was based.

SECTION B. VIOLATION AND PENALTIES.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of these Regulations. Violation of the provisions of these Regulations by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor.

Any person who violates these Regulations or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$500.00 for each violation. Each violation of these Regulations and each day of a continuing violation is a separate offense.

Nothing herein contained shall prevent the Community from taking such other lawful action as is necessary to prevent or remedy any violation.

If it appears that a person has violated, is violating or is threatening to violate these Regulations in any manner, the County may institute a civil suit in the appropriate court for injunctive relief to restrain the person from continuing the violation or threat of violation including, but not limited to, an order directing the person to remove illegal improvements and restore preexisting conditions. In addition, a person who violates these Regulations is subject to a civil penalty of not more than \$100.00 for each act of violation and for each day of violation.

Any person who diverts or impounds the natural flow of surface waters or permits a diversion or impounding by him to continue in a manner that damages the property of another by the overflow of the water diverted or impounded may be subject to a civil suit in the appropriate court for injunctive relief to restrain the person from continuing the violation and directing the person to remove illegal improvements and restore the property to preexisting conditions and seek a civil penalty of \$100.00 for each act of violation and for each day of the violation.

Fort Bend County shall file against any parcel of land that is in violation of these Regulations, a notice in the real property records identifying any condition on the property that the County determines violates the rules adopted by these Regulations.

No Person may provide utility services that connect the land and/or improvements with utility services without written certification from the County that the property complies with rules adopted.

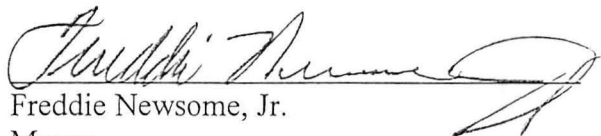
ARTICLE 10 SEVERABILITY

It is the intention of these Regulations that the sections, paragraphs, sentences, clauses, and phrases of these Regulations are severable; and if any section, paragraph, sentence, clause, or phrase of these Regulations, shall be declared void, ineffective, or unconstitutional by a valid judgment or final decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases hereof, since the same would have been enacted by this Court without the incorporation herein of any such unconstitutional section, paragraph, sentence, clause of phrase.

This ordinance shall become effective upon its approval and passage.

PASSED this 10th day of March 2014.

TOWN OF THOMPSONS, TEXAS


Freddie Newsome, Jr.
Mayor

ATTEST:

Mary Ann Manna

Mary Ann Manna
City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND
AND THE TOWN OF THOMPSONS, TEXAS**

This Interlocal Agreement is entered into between the County of Fort Bend, a body corporate and politic acting herein by and through its Commissioners Court, hereinafter referred to as "County" and the Town of Thompsons, Texas, hereinafter referred to as "Town."

WHEREAS, Town desires to comply with the National Flood Insurance Program within the boundaries of Town; and

WHEREAS, Fort Bend County, has appointed the County Engineer as Floodplain Coordinator to monitor this program in unincorporated areas of the County; and

WHEREAS, Town desires that Fort Bend County administer the Flood Damage Prevention Regulations for the area within the boundaries of the Town; and

WHEREAS, Town and County find the unification of floodplain administration would simplify the permitting process for the Town and provide for consistency of administration of local, state and federal floodplain regulations throughout the County; and

WHEREAS, Town agrees to adopt Flood Damage Prevention Regulations consistent with and substantially the same as those adopted by Fort Bend County, which are necessary to comply with the National Flood Insurance Program; and

WHEREAS, this agreement is made pursuant to and under the provisions of Chapter 791, Texas Government Code.

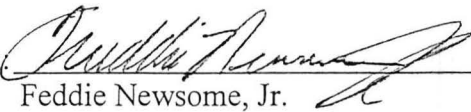
NOW THEREFORE, the County and Town mutually agree as follows:

1. The Town shall adopt Flood Damage Prevention Regulations (“Regulations”) consistent with and substantially the same as the Regulations adopted by the County. Further, Town shall update its Regulations from time to time, as consistent with any updates to the Regulations of the County and; take any and all actions necessary to remain in compliance with the National Flood Insurance Program during the entire term of this Agreement.
2. The Floodplain Administrator of Town, under those certain Regulations adopted by the Town (a copy of which is attached hereto as Exhibit “A”) hereby designates as his agent under said Regulations, the County Engineer of Fort Bend County, Texas, or his successor as Floodplain Coordinator.
3. The County Engineer will perform all duties of the Floodplain Coordinator as provided in said Regulations, but the County Engineer shall not be considered during the term of this agreement as an employee of Town.
4. Any and all fees for inspections and/or licenses shall be paid directly to Fort Bend County for the receipt thereof, and, no funds received by the County in payment for fees for inspections and/or licenses shall be paid to Town. All such funds shall be retained to pay for services rendered by the County.
5. Town shall timely forward all correspondences relating to the subject matter of the Regulations and shall promptly refer all inquiries to the County with attention to the County Engineer. Town, by and through its governing body, shall perform all duties required of Town and/or the governing body under the Regulations.
6. To the extent permitted by law, Town shall indemnify and hold harmless the County from any and all liability for damages, costs, or expenses, including attorney’s fees, arising out of the performance of the duties by the County under said Regulations or any inspections, permitting or licensing performed by Town prior to the execution of this Agreement. Town shall pay, upon demand by the County, any expenses or costs associated or incurred in connection with the enforcement of said Regulations.
7. It is expressly understood and agreed that this Agreement may be terminated for any reason at any time by either party upon thirty (30) days written notice.
8. It is expressly understood and agreed by the parties hereto that this Agreement will have no force or effect until duly executed by all parties. This Agreement shall terminate on _____
_____.

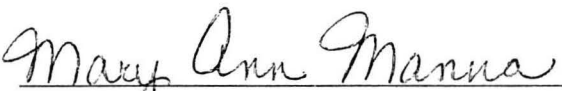
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SIGNED on this _____ day of _____ . 2014.

TOWN OF THOMPSONS, TEXAS

By: 
Freddie Newsome, Jr.
Mayor

ATTEST:


Mary Ann Manna
City Secretary

SIGNED on this _____ day of _____ . 2014.

FORT BEND COUNTY

By: _____
Robert E. Hebert
County Judge

ATTEST:

Dianne Wilson
County Clerk

Mr.
Robert E.
Hebert
will sign &
mail back

Incorporated 1979

Telephone: 281-343-9929

FAX: 281-343-7786

TOWN OF THOMPSONS

P. O. BOX 29

THOMPSONS, TEXAS 77481

MAYOR

FREDDIE NEWSOME, JR

ALDERMEN

RITA M. MILLER

DEBORAH BROWN

GINA S. TREADGOLD

CAROL M. GUBBELS

EDWARD E. TAYLOR

April 17, 2014

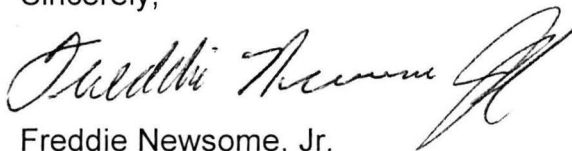
Dianne Wilson
Fort Bend County Clerk
301 Jackson Street
Richmond, Texas 77469

Dear Ms. Wilson:

Please find enclosed the Town of Thompsons Fiscal Budget for May 1, 2014 through April 30, 2015, for your files.

If you have any questions, please do not hesitate to contact me at 281-343-9929.

Sincerely,



Freddie Newsome, Jr.
Mayor

FN/mam

Enclosures

ORDINANCE NO. 155

**ADOPTION OF BUDGET
FISCAL YEAR 5-1-14 THROUGH 4-30-15**

WHEREAS, pursuant to the laws of the State of Texas for General Law cities, the budget covering proposed expenditures for the fiscal year beginning May 1, 2014 and ending April 30, 2015 was filed with the City Secretary and was posted in Fort Bend Herald and bulletin board outside City Hall as required; and

WHEREAS, a public hearing was held by the City Council of Aldermen of the Town of Thompsons, Texas, on said budget on April 17, 2014, at which time said budget was fully considered, and interested taxpayers were heard by City Council;


NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUCIL OF ALDERMEN OF THE TOWN OF THOMPSONS, TEXAS:

That the budget estimate of the revenues and expenditures for the Town of Thompsons, Texas as presented by the Mayor and appropriated by the City Council for the fiscal year beginning May 1, 2014 and ending April 30, 2015, be and it is hereby adopted as the budget for such fiscal year:

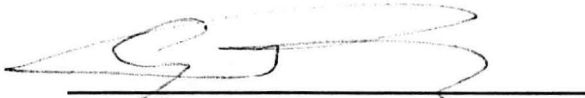
That the attached "Exhibit A" with written comments of expenditures be declared as necessary for operating expenses for the Town of Thompsons;

That the Ordinance be in full force and effect from and after its adoption.

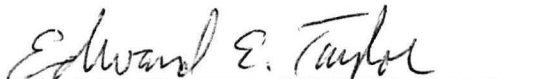
PASSED AND APPROVED BY THE CITY COUNCIL OF ALDERMEN OF THE TOWN OF THOMPSONS, TEXAS, upon first and final reading at a Regular Council Meeting on the 17th day of April, 2014 by a vote of 5 "AYES", 0 "NAYS" and 0 "ABSTENTIONS".


Freddie Newsome, Jr.-Mayor

TOWN OF THOMPSONS


Gina S. Treadgold-Alderman

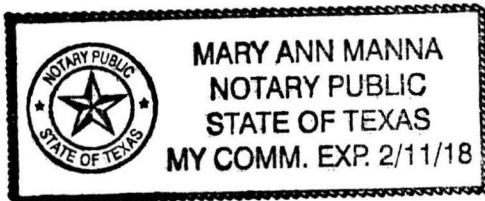

Rita M. Miller- Alderman


Edward E. Taylor-Alderman


Carol M. Gubbels-Alderman

Deborah Brown-Alderman

ATTEST




Mary Ann Manna-City Secretary

I, Mary Ann Manna, City Secretary of the Town of Thompsons, Texas, do hereby certify that the foregoing is a true and correct copy of Ordinance Number 155, finally passed and approved by the Town of Thompsons, following the First and final reading thereof at regular meetings held on the 20th day of February and the 20th day of March.


Mary Ann Manna-City Secretary

ABCD	E	P	Q	R	S	T
1	TOWN OF THOMPSONS, TEXAS	budget fye 4/30/14	for calendar year	budget fye 4/30/15		fye 4/30/2015
2	PRELIMINARY BUDGET FYE 4/30/2015	Budget	1/1/13 12/31/13	Budget		presented to City Council 2/20/14
3	Ordinary Income/Expense	for the period	ACTUAL	for the period		
4	Income	5/1/13 - 4/30/14		5/1/14 - 4/30/15		
5	4050 · Grants					
6	4100 · Taxes and Assessments					
7	4130 · Sales & Use Tax	11,119.50	28,447.77	28,000.00		last year actual
8	4140 · Franchise Fees/ Ind Agrmt	860,000.00	846,800.80	874,480.80		B
9	Total 4100 · Taxes and Assessments	871,119.50	875,248.57	902,480.80	902,480.80	
10	4200 · Interest Income					
11	4201 · CD'S Income	0.00	75.12	0.00		
12	4202 · Texpool Interest	166.60	84.56	85.00		last year actual
13	4203 · Jones/Frost Interest	382,254.33	380,326.07	384,220.94		A
14	4200 · Interest Income - Other	25.00	8.33	0.00		
15	Total 4200 · Interest Income	382,445.93	380,418.96	384,305.94	384,305.94	
16	4600 · Other Income					
17	4601 · Summer Park Program	0.00	0.00	0.00		
18	4600 · Other Income - Other	5,892.48	975.44	0.00		
19	Total 4600 · Other Income	5,892.48	975.44	0.00	0.00	
20	Total Income	1,259,457.91	1,256,642.97	1,286,786.74	1,286,786.74	TOTAL REVENUE
21	Expense					
22	5100 · Health and Safety					
23	5200 · Volunteer Fire Department					
24	5201 · Payroll, Fire Secretary	3,153.15	3,399.50	4,336.28	AA	
25	5204 · Other Expenses Fire Department	26,800.00	9,544.54	23,600.00	BB	
26	5206 · Maintenance Fire Department	6,500.00	6,173.77	7,000.00	BB	
27	5207 · Equipment Fire Department	8,000.00	17,426.86	8,000.00	BB	
28	5299 · Equipment, Capital Outlay	0.00	0.00	0.00		
29	Total 5200 · Volunteer Fire Department	44,453.15	36,544.67	42,936.28		
30	5300 · Trash Service	12,000.00	15,112.50	18,000.00	1000/mo + 6000	
31	Total 5100 · Health and Safety	56,453.15	51,657.17	60,936.28	60,936.28	total health and safety
32	5400 · Police Department					
33	5401 · Payroll, Police	49,140.00	47,674.72	50,600.00	AA	
34	5405 · Other Expenses, Police D	21,500.00	20,844.66	12,000.00	DD	
35	Total 5400 · Police Department	70,640.00	68,519.38	62,600.00	62,600.00	total police department
36	5500 · Park Services					
37	5501 · Payroll, Park Department	49,795.20	46,969.75	45,427.20	AA	
38	5503 · Maintenance Park	40,500.00	26,135.98	36,500.00	CC	reg maint 25 + spring clean up 6.5 + pavilion 5
40	5506 · Summer Park Program	14,000.00	14,675.00	17,600.00	CC	15,000. YMCA, 2600 4th July
41	5507 · Utilities Park	1,500.00	1,708.80	2,000.00	CC	
42	Total 5500 · Park Services	105,795.20	89,489.53	101,527.20	101,527.20	total park service
43	6000 · General Government Expenses					
44	6020 · Advertising	150.00	150.00	150.00		last year actual
45	6050 · Automobile Expense	0.00	0.00	0.00		
46	6060 · Bank Service Charges	334.47	4,276.41	5,000.00		Frost Svc Charge increase over prior budget
47	6170 · Contract Labor	0.00	0.00	0.00		
48	6190 · Continue Education	680.00	200.00	200.00		
49	6220 · Dues and Subscriptions	2,535.24	1,487.14	1,500.00		
50	6223 · Election Expense	3,765.00	0.00	3,765.00		rental voting machines
51	6380 · Insurance	40,483.52	39,657.02	39,840.52	EE	
52	6550 · Office Supplies	9,205.40	11,522.42	10,000.00		
53	6560 · Payroll Salary Office Staff	46,082.40	45,878.50	47,392.50	AA	
54	6580 · Payroll Taxes All Staff	12,144.95	10,417.75	11,778.43	AA	
55	6590 · Payroll Retirement match employe	2,939.52	3,965.46	4,827.17	AA	
56	6610 · Postage and Delivery	1,400.00	1,300.00	1,400.00		last year actual
57	6620 · Printing and Reproduction	0.00	0.00	0.00		
58	6640 · Professional Fees	49,175.00	53,029.75	55,150.00	FF	
59	6710 · Repairs					181,003.62
60	6720 · Building Repairs	5,000.00	5,966.13	6,000.00		building maintenance/janitor
61	6740 · Equipment Repairs	0.00	1,442.95	0.00		
62	6710 · Repairs - Other & Street	100,000.00	32,198.00	187,000.00		per Freddie, road repair 3/11/14
63	Total 6710 · Repairs	105,000.00	39,607.08	193,000.00	193,000.00	
64	6880 · Telephone	12,350.00	14,026.16	15,000.00	15,000.00	
65	6900 · Travel & Expense					
66	6930 · Travel Meal- Mayor/Counc/Emp	16,500.00	19,016.32	20,000.00		last year actual
67	6900 · Travel & Expense - Other	0.00	0.00	0.00		
68	Total 6900 · Travel & Expense	16,500.00	19,016.32	20,000.00	20,000.00	
69	6940 · Utilities - Street Lights	30,000.00	26,163.78	30,000.00		
70	6945 · Capital improvements	0.00	0.00	0.00		
71	6950 · Gas and Electric	0.00	0.00	0.00		
72	6970 · Contingency Fund	50,000.00	0.00	50,000.00		same as last year budget
73	Total 6000 · General Government Expense	80,000.00	26,163.78	80,000.00	80,000.00	
74						
75	Total Expense	\$ 615,633.85	\$ 480,363.87	\$ 714,067.10	714,067.10	TOTAL EXPENSE
76						
77	Net Ordinary Income	643,824.06	776,279.10	572,719.64	572,719.64	SUBTOTAL
78	Other Expense					
79	Other Expense					
80	8010 · Other Expenses	0.00	0.00	0.00		
81	Total Other Expenses	0.00	0.00	0.00		
82	Net Income	643,824.06	776,279.10	572,719.64		

ORDINANCE NO. 156

AN ORDINANCE OF THE TOWN OF THOMPSONS, TEXAS, RATIFYING AND ADOPTING THE DESIGNATION OF A PORTION OF THE AREA IN THE EXTRATERRITORIAL JURISDICTION OF THE TOWN OF THOMPSONS, TEXAS AS AN INDUSTRIAL DISTRICT; RATIFYING AND ADOPTING THE DESIGNATION OF A PORTION OF THE INDUSTRIAL DISTRICT AS THOMPSONS INDUSTRIAL DISTRICT NO.1-A; APPROVING A PROPOSED INDUSTRIAL AGREEMENT BETWEEN THE TOWN OF THOMPSONS, AND TCV PIPELINE, LLC; AUTHORIZING THE MAYOR TO EXECUTE AND THE TOWN SECRETARY TO ATTEST SUCH AGREEMENT; AMENDING ORDINANCE NO. 146 PASSED MAY 25, 2011 TO EXCLUDE CARBON DIOXIDE PIPELINES FROM REGULATION UNDER SUCH ORDINANCE; MAKING OTHER FINDINGS RELATED TO THE SUBJECT; RESERVING ALL RIGHTS AND POWERS OF THE BOARD OF ALDERMEN AS GOVERNING BODY OF THE TOWN OF THOMPSONS, TEXAS; MAKING OTHER PROVISIONS RELATED TO THE SUBJECT; PROVIDING A SAVINGS CLAUSE; REPEALING ALL INCONSISTENT OR CONFLICTING ORDINANCES AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, it is the policy of the Board of Aldermen of the Town of Thompsons, Texas to enact such reasonable measures, from the time to time as are permitted by law and which enhance the economic development and growth of the Town of Thompsons, Texas by facilitating the location of new and expansion of existing industries within the Town; and,

WHEREAS, Section 42.044, Local Government Code, provides for the creation of industrial districts within the extraterritorial jurisdiction of Texas municipalities; and,

WHEREAS, the Town, in response to a petition by Houston Lighting and Power, Inc. the initial property owners, established an industrial district within the extraterritorial jurisdiction of the Town to include certain properties; and,

WHEREAS, NRG Texas Power LLC, one of the successors in title to Houston Lighting and Power, Inc. has sold certain property to TCV Pipeline, LLC ("TCV Pipeline"), located in a portion of the Thompson Industrial District, subsequently designated as Thompson Industrial District No 1-A.; and

WHEREAS, the Board of Aldermen in response to a written request by TCV Pipeline, owner of certain property within the extraterritorial jurisdiction of the Town, determines that it is in the public interest to adopt this Ordinance pursuant to Section 42.044 of the Local

Government Code to include all of TCV Pipeline's property in the Town of Thompson Industrial District No. 1-A; and,

WHEREAS, the Board of Aldermen find that Industrial District Agreement within the Town of Thompsons Industrial District No.1-A, will promote the economic development and growth of the Town of Thompsons; **NOW, THEREFORE**,

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF THOMPSONS, TEXAS:

Section 1. That, pursuant to Section 42.044, Local Government Code, the Board of Aldermen of the Town of Thompsons hereby ratify and adopt the designation of the area of land owned by TCV Pipeline LLC as contained in an industrial district of the Town of Thompsons, Texas, all as set forth the legal description of in Exhibit "A" a copy of which is attached hereto and made a part hereof for all purposes.

Section 2. The Board of Aldermen of the Town of Thompsons hereby ratify and adopt the designation Thompsons Industrial District No. 1-A and find and declare that the TCV Pipeline LLC land is located within such Industrial District.

Section 3. The Board of Aldermen of the Town of Thompsons, may enlarge or reduce the area designated as an industrial district as permitted by law and applicable agreements; and the Town of Thompsons hereby reserves all rights and powers of the Town of Thompsons with respect to such industrial district, except as expressly otherwise provided herein, or in the applicable agreements.

Section 4. The Board of Aldermen find and declares, that should any portion of the area designated as an industrial district be determined to be not within the extraterritorial jurisdiction of the Town of Thompsons, Texas, such fact shall not affect the validity of the designation of the remaining portion of the area as an industrial district. Should any section or part of this ordinance be held unconstitutional, illegal or invalid, or the application thereof ineffective or inapplicable as to any territory, such unconstitutionality, illegality, invalidity or ineffectiveness of such section or part shall not 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 should this ordinance for any reason be ineffective as to any part of the area hereby designated as an industrial district by the Town of Thompsons, such ineffectiveness of this ordinance as to any such part or parts of any such area shall not affect the effectiveness of this ordinance as to all of the remainder of such area, and the Board of Aldermen hereby declares it to be its purpose to designate as an industrial district of the Town of Thompsons every part of the area described in Section 1 of this Ordinance, regardless of whether any other part of such described area is hereby effectively designated as an industrial district of the City. Provided, further, that if there is included within the general description of territory set out in Section 1 of this Ordinance to be hereby designated as an Industrial District of the Town of Thompsons any lands or area which are presently part of and included within the limits of the Town of Thompsons, or which are presently part of and included within the limits of any other City, Town or Village, or which are not within the Town of Thompsons' jurisdiction to include within an Industrial District, the same is hereby excluded and excepted from the territory to be hereby designated as fully as if such excluded and excepted area were expressly described herein.

Section 5. The Board of Aldermen approves and authorizes the Mayor to execute, and the Town Secretary to attest, the Industrial District Agreement between TCV Pipeline and Town of Thompsons, Texas, a copy of which is attached hereto and made a part hereof as Exhibit "B".

Section 6. That Town of Thompsons, Texas Ordinance No. 146 is amended so that the definition of "Pipeline or Pipeline System" shall read as follows:

Pipeline or pipeline system shall mean all parts of a pipeline or physical facilities through which gas, oil, waste or hazardous liquid moves in transportation, including, but not limited to, pipes, valves, or other appurtenances connected to the pipeline. As used in this ordinance, pipeline or pipeline system does not include, or apply to, a pipeline or pipeline system through which carbon dioxide moves in transportation.

Section 7. The Board of Aldermen officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the Board of Aldermen was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting as required by Texas Government Code Chapter 551H; 551; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The Board of Aldermen further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 8. If any provision, section, subsection, sentence, clause, or phrase of this ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Board of Aldermen in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 9. All Ordinances in conflict or inconsistent with this ordinance are hereby repealed to the extent of such conflict or inconsistency only.

Section 10. This ordinance shall take effect and be in force from and after its passage.

PASSED AND APPROVED this 18th day of September, 2014.


MAYOR


ALDERMEN



MARY ANN MANNA
NOTARY PUBLIC
STATE OF TEXAS
COMMISSION EXPIRES
2-11-2018

Rita Margar Miller
ALDERMEN

Nehemiah [Signature]
ALDERMEN

Edward E. Taylor
ALDERMEN

ALDERMEN

ATTEST:

Mary Ann Manna
TOWN SECRETARY

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND OWNED BY TCV PIPELINES LLC TO BE INCLUDED WITHIN INDUSTRIAL DISTRICT 1-A, UNDER THE TERMS OF AN INDUSTRIAL DISTRICT AGREEMENT

PROPERTY DESCRIPTION

DESCRIPTION OF A 1.148 ACRE (50,000 SQUARE FEET) TRACT OF LAND, LOCATED IN THE SAMUEL YOUNG SURVEY, A-348, IN FORT BEND COUNTY, TEXAS, BEING OUT OF A CALLED 95.392 ACRE TRACT (PARCEL PS-09-CO3), CONVEYED TO NRG TEXAS POWER LLC BY DEED RECORDED IN FILE NUMBER 2007089660 AND DESCRIBED IN FILE NO. 2002094433 BOTH RECORDED IN THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS; SAID 1.148 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found on the southerly right-of-way line of Smithers Lake Road (80 foot right-of-way per Volume 723, Page 1, Deed Records of Fort Bend County, Texas) for the most easterly corner of said 95.392 acre tract, having grid coordinates of N=13,734,896.77
E= 3,041,189.34;

THENCE, with the southerly right-of-way line of Smithers Lake Road, same being the northerly line of said 95.392 acre tract, the following three (3) courses and distances:

- 1) S 87°24'02" W, a distance of 986.30 feet to a capped 5/8-inch iron rod stamped "Reliant Energy" found for the beginning of a non-tangent curve to the left;
- 2) 318.47 feet along the arc of said non-tangent curve, having a radius of 462.04 feet, a delta angle of 39°29'31" and a chord bearing and distance of S 66°30'06" W, 312.20 feet to an angle point;
- 3) S 46°45'11" W, a distance of 392.58 feet to a 5/8-inch iron rod with cap stamped "SAM, INC" set for the north corner and **POINT OF BEGINNING** of the herein described tract, having grid coordinates of N=13,734,458.58, E 3,039,631.78;

THENCE, over and across said 95.392 acre tract, the following three (3) courses and distances;

- 1) S 43°14'49" E, a distance of 250.00 feet to a 5/8-inch iron rod with cap stamped "SAM, INC" set for the east corner of the herein described tract;
- 2) S 46°45'11" W, a distance of 200.00 feet to a 5/8-inch iron rod with cap stamped "SAM, INC" set for the south corner of the herein described tract;
- 3) N 43°14'49" W, a distance of 250.00 feet to a 5/8-inch iron rod with cap stamped "SAM, INC" set in the southeasterly right-of-way line of said Smithers Lake Road for the west corner of the herein described tract;

THENCE, N 46°45'11" E, with the southeasterly right-of-way line of said Smithers Lake Road, a distance of 200.00 feet to the **POINT OF BEGINNING** of the herein described tract containing 1.148 acre (50,000 Square Feet) of land in Fort Bend County, Texas.

Notes:

1. Bearings are based on Texas State Plane Coordinate System, South Central Zone (4204), NAD 83(CORS 1996) (EPOCH 2002).

EXHIBIT "B"

A COPY OF THE INDUSTRIAL DISTRICT AGREEMENT BETWEEN THE TOWN OF
THOMPSONS AND TCV PIPELINE

STATE OF TEXAS § INDUSTRIAL DISTRICT AGREEMENT
§ BETWEEN TCV PIPELINE, LLC AND THE
COUNTY OF HARRIS § TOWN OF THOMPSONS, TEXAS
§ THOMPSONS INDUSTRIAL DISTRICT 1-A

This is an Industrial District Agreement between the Town of Thompsons, Texas, a municipal corporation in Fort Bend County, Texas (the “Town” or “Thompsons”) and TCV Pipeline, LLC, a Delaware limited liability company (the “Company”).

WITNESSETH

WHEREAS, Section 42.044, as amended, provides for the creation of industrial districts within the extraterritorial jurisdiction of cities, towns and villages in the State of Texas; and,

WHEREAS, the Town entered into a series of industrial district agreements (including renewals and extensions thereof) with Houston Lighting and Power Company and its successors and assigns, as owners of land within Thompsons Industrial District No. 1, the most recent extension and renewal of which is scheduled to expire on December 31, 2020; and,

WHEREAS, pursuant to their terms, the industrial district agreements inure to the successors in title of Houston Lighting and Power Company as owners of land within Thompsons Industrial District No.1; and,

WHEREAS, the Town has designated portions of the Thompsons Industrial District No.1 into three constituent districts and;

WHEREAS, the Company purchased a tract of land within the Thompsons Industrial District No. 1-A from NRG Texas Power LLC, a successor in title to Houston Lighting and Power.

WHEREAS, the Company has requested that it enter into Industrial District Agreement with Thompsons as an owner of land in Thompsons Industrial District No. 1-A; and,

WHEREAS, the legal description of the metes and bounds of the Company's property within the Thompson Industrial District No. 1-A is set forth in Appendix A, attached hereto and incorporated for all purposes; and

WHEREAS, the Town has offered to every owner of land within Thompsons Industrial District No. 1-A the opportunity to extend the current industrial agreement to property within the district; and

WHEREAS, the Town desires to enter into this industrial district agreement with the Company pursuant to Ordinance No. 156, adopted Sept. 18, 2014 approving the terms and conditions of this agreement (the "Ordinance").

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL AGREEMENTS OF THE PARTIES CONTAINED HEREIN, AND PURSUANT TO THE AUTHORITY GRANTED BY SECTION 42.044 OF THE TEXAS LOCAL

GOVERNMENT CODE, AND THE ORDINANCE, THE TOWN AND THE COMPANY\AGREES AS FOLLOWS:

Section 1. The Town hereby covenants, agrees and guarantees that all the land, property and improvements thereon owned, used, occupied, leased, rented or possessed by the Company within the area designated as Thompsons Industrial District No. 1-A, shall continue and retain its extraterritorial status as an industrial district and it shall not be annexed by the Town nor shall the Town attempt to annex, or in any way cause or permit to be annexed any of such property during the term of this Agreement.

The Town further covenants, agrees and guarantees that during the term of this Agreement the Town shall not apply or purport to apply any charter provision, ordinance, by-law, rule, or regulation to such property, including without limitation, any charter provision, ordinance, bylaw, rule, or regulation, (a) governing plats and the subdivision of land; (b) prescribing any zoning, building, electrical, plumbing or inspection code or codes; (c) governing drilling for, producing, gathering, storing, or transporting liquid, solid or gaseous hydrocarbon materials; or (d) attempting to exercise in any manner whatsoever control over the conduct of the Company's or its assigns' business thereon. The Town further agrees that during the term of this Agreement, the Town shall not levy or purport to levy any taxes or assessments, against any real, personal or mixed property owned, used, occupied, leased, rented, or possessed by Company or any of its affiliates within Thompsons Industrial District No. 1-A.

Section 2. Except as otherwise agreed by the parties in writing, during the term of this Agreement the Town shall not be required to furnish municipal services to the Company's properties within the area designated as Thompsons Industrial District No. 1-A which are ordinarily and customarily supplied by the Town to property owners within its boundaries, including without limitation, sewer or water service, police protection, road or street repairs, or

garbage pickup service; provided, however, the Town shall continue to furnish such fire fighting services to the area as are ordinarily and customarily supplied by the Town to property owners within its county designated fire district boundaries.

Section 3. (a) In consideration of the Town's actions in maintaining the extraterritorial status of the Company's property and improvements in Thompsons Industrial District No. 1-A and its agreement to offer the same opportunities to the owners of property within Thompsons Industrial District No. 1-A as required by law the Company hereby covenants and agrees to pay to Thompsons its obligatory annual industrial district payments as set forth in the schedule attached hereto as Appendix "B".

(b) Should the Town levy or purport to levy, any tax or assessment against any real, personal or mixed property owned, used, occupied, leased, rented or possessed by the Company or any of its affiliates within the Thompsons Industrial District No. 1-A then any annual industrial district payment due hereunder shall be reduced by an amount equal to such tax or assessment.

Section 4. This Agreement is effective upon approval by City Council and shall continue in effect thereafter until December 31, 2020, unless extended by agreement in writing for an additional period or periods of time upon mutual consent of the Town and the Company, as allowed by Section 42.044 of the Texas Local Government Code as it may be then amended. In this connection, the Town and the Company acknowledge that an industrial district agreement of the kind made herein are conducive to the development of existing and future industry and are in the best interest of all citizens of the Town. The Company encourages future Boards of Aldermen, upon request of the Company or its successors and permitted assigns, to enter into future industrial district agreements and to extend for additional periods as permitted by law this

Agreement under such terms and provisions as may then be agreed upon by the parties; provided, however, that nothing herein contained shall be deemed to obligate either party hereto to agree to an extension of this Agreement.

Section 5. All payments to the Town provided for herein shall be made to the Town at the City Hall in Thompsons, Fort Bend County, Texas, by regular mail, postage prepaid, on or before the due date.

Section 6. Notwithstanding any provision of this Agreement to the contrary, if during the term of the Agreement, (a) any other municipality should institute proceedings under applicable local, state or federal statutes, rule or regulations to annex any land or property owned, used, occupied, leased, rented or possessed by the Company or any of its affiliates within the area designated as Thompsons Industrial District No. 1-A, or (b) the creation of any new municipality should be attempted under applicable local, state or federal statutes, rules or regulations to include within its extraterritorial jurisdiction such land or property, or (c) any person, corporation or other entity should institute legal or administrative proceedings, including, without limitation, proceedings under applicable local, state or federal statutes, rules or regulations to set aside or otherwise abrogate this Agreement, or (d) the creation of any political subdivision, including but not limited to a municipal utility district one purpose of which is to provide services of governmental or proprietary nature, should be attempted under applicable local, state or federal statutes, rules or regulations so as to include within its limits such land or property, the Town shall, in the case of the proposed creation of any political subdivision, not consent to the creation of such political subdivision, and in all cases described above with the cooperation of the Company, and attorneys employed or retained by the Company seek injunctive relief against any such annexation, incorporation, extension, challenge or creation of

political subdivision, and shall take such other legal steps as may be necessary or advisable under the circumstances; provided, however, that nothing herein shall obligate the Company to seek injunctive relief or take any other legal steps if such annexation, incorporation, extension, challenge or creation of political subdivision is in the best interest of the Company. Until judgment setting aside such annexation, incorporation, extension, challenge or creation of political subdivision becomes final beyond further appeal, the Company may, at its option, suspend its annual industrial district payment obligations hereunder payment obligations hereunder; provided however, should the Company elect to suspend payments, such payments shall thereafter bear interest at the prime rate announced from time to time by JPMorgan Chase Bank, National Association, as it changes, until paid; provided, further, the interest on such suspended payments shall be payable to the Town quarterly. At such time as judgment setting aside such annexation, incorporation, extension, challenge or creation of political subdivision becomes final beyond further appeal, the Company shall (a) resume making its annual industrial district payments as provided herein and (b) pay to the Town any payments under this Section, the Company shall have the right to seek such legal or equitable relief as it deems necessary or advisable in its own name or in the name of the Town and, if necessary, the Company may join the Town as a party to such legal action.

If the Town and the Company are unsuccessful in preventing any such annexation, incorporation, extension, challenge or creation of political subdivision, the Company shall have the right to (a) terminate this Agreement in whole or in part, or (b) continue this Agreement in full force and effect; provided, however, that the Company's right to terminate this Agreement must be exercised within six (6) months after judgment upholding such annexation, incorporation, extension, challenge or creation of political subdivision becomes final beyond

further appeal; provided, further, in the event of such termination the Town shall have no obligation to refund any industrial district payment previously paid and this Agreement shall become void and cease and all parties thereto shall be fully released and acquitted.

Section 7. The benefits accruing to the Company under this Agreement shall also extend to the Company's "affiliates" and to any properties, real, personal or mixed, owned, used, occupied, leased, rented or possessed by said affiliates within the area designated at Thompsons Industrial District No. 1-A and where reference is made herein to land, property and improvements owned, used, occupied, leased, rented or possessed by the Company it shall also include land, property and improvements owned, used, occupied, leased, rented or possessed by its affiliates. The word "affiliates" as used herein shall mean (a) any entity five percent (5%) or more of which is under common ownership with the Company and (b) any entity five percent (5%) or more of which is owned or controlled, directly, indirectly, by the Company. Any reference in this Agreement to any "land" or "improvements" or "property" of the Company shall mean all land and all other real, personal, or mixed property located thereon hereafter owned, used, occupied, leased, rented or possessed by the Company or any affiliate of the Company within Thompsons Industrial District No. 1-A.

Section 8. This Agreement shall inure to the benefit of and be binding upon the Company and the Town, and each of them, and upon their respective successors and assigns, and shall remain in force whether the Company sells, assigns or in any other manner disposes of either voluntarily or by operation of law, all or any part of the property belonging to it within the territory herein above described, provided no disposal by the Company, however accomplished, shall relieve the Company of any prior breach of the terms and conditions hereof and any subsequent owner deriving any right, title or interest therein shall be required to fully assume all

of the Company's obligations hereunder, and the agreements herein contained shall be held to be covenants running with the land owned by the Company situated within said territory, for so long as this Agreement or any extension thereof remains in force.

Section 9. If during the term of this Agreement the terms and conditions of this Agreement are rendered ineffective or their effect change by statutory or regulatory changes (including, without limitation, legislative, administrative or judicial changes, interpretations or reinterpretations, whether involving the Company's participation or not) both parties mutually agree that said Agreement shall be renegotiated to accomplish the intent of this Agreement.

Section 10. In the event the Town enters into an industrial district agreement or renews any industrial district agreement after the effective date hereof and while this Agreement is in effect, which contains terms and conditions materially more favorable than those contained in the Agreement, the Company and its assigns shall have the right to amend this Agreement and the Town agrees to amend same to embrace the more favorable terms of such agreement or renewal agreement.

EXECUTED IN DUPLICATE ORIGINALS as of the 18th day of September, 2014



MARY ANN MANNA
NOTARY PUBLIC
STATE OF TEXAS
COMMISSION EXPIRES
2-11-2018

**THE COMPANY
TCV PIPELINE, LLC**

By: _____
Name: _____

Greg Kennedy
Vice-President

ATTEST:

By: Mary Ann Manna
Name: _____



TOWN OF THOMPSONS, TEXAS

By: *Stella Acuna*
Mayor

ATTEST:

By: *Mary Ann Manna*
Town Secretary

APPENDIX A

PROPERTY DESCRIPTION

DESCRIPTION OF A 1.148 ACRE (50,000 SQUARE FEET) TRACT OF LAND, LOCATED IN THE SAMUEL YOUNG SURVEY, A-348, IN FORT BEND COUNTY, TEXAS, BEING OUT OF A CALLED 95.392 ACRE TRACT (PARCEL PS-09-CO3), CONVEYED TO NRG TEXAS POWER LLC BY DEED RECORDED IN FILE NUMBER 2007089660 AND DESCRIBED IN FILE NO. 2002094433 BOTH RECORDED IN THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS; SAID 1.148 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found on the southerly right-of-way line of Smithers Lake Road (80 foot right-of-way per Volume 723, Page 1, Deed Records of Fort Bend County, Texas) for the most easterly corner of said 95.392 acre tract, having grid coordinates of N=13,734,896.77
E= 3,041,189.34;

THENCE, with the southerly right-of-way line of Smithers Lake Road, same being the northerly line of said 95.392 acre tract, the following three (3) courses and distances:

- 1) S 87°24'02" W, a distance of 986.30 feet to a capped 5/8-inch iron rod stamped "Reliant Energy" found for the beginning of a non-tangent curve to the left;
- 2) 318.47 feet along the arc of said non-tangent curve, having a radius of 462.04 feet, a delta angle of 39°29'31" and a chord bearing and distance of S 66°30'06" W, 312.20 feet to an angle point;
- 3) S 46°45'11" W, a distance of 392.58 feet to a 5/8-inch iron rod with cap stamped "SAM, INC" set for the north corner and **POINT OF BEGINNING** of the herein described tract, having grid coordinates of N=13,734,458.58, E 3,039,631.78;

THENCE, over and across said 95.392 acre tract, the following three (3) courses and distances:

- 1) S 43°14'49" E, a distance of 250.00 feet to a 5/8-inch iron rod with cap stamped "SAM, INC" set for the east corner of the herein described tract;
- 2) S 46°45'11" W, a distance of 200.00 feet to a 5/8-inch iron rod with cap stamped "SAM, INC" set for the south corner of the herein described tract;
- 3) N 43°14'49" W, a distance of 250.00 feet to a 5/8-inch iron rod with cap stamped "SAM, INC" set in the southeasterly right-of-way line of said Smithers Lake Road for the west corner of the herein described tract;

THENCE, N 46°45'11" E, with the southeasterly right-of-way line of said Smithers Lake Road, a distance of 200.00 feet to the **POINT OF BEGINNING** of the herein described tract containing 1.148 acre (50,000 Square Feet) of land in Fort Bend County, Texas.

Notes:

1. Bearings are based on Texas State Plane Coordinate System, South Central Zone (4204), NAD 83(CORS 1996) (EPOCH 2002).

Town of Thompsons Industrial Agreement

Schedule of Company Industrial District Payments

Appendix B

Pay on or before	December 31, 2014	\$5,000.00
Pay on or before	December 31, 2015	\$5,000.00
Pay on or before	December 31, 2016	\$5,000.00
Pay on or before	December 31, 2017	\$5,000.00
Pay on or before	December 31, 2018	\$5,000.00
Pay on or before	December 31, 2019	\$5,000.00
Pay on or before	December 31, 2020	\$5,000.00

EXECUTED on the date of the acknowledgment hereinbelow, to be effective however as of the day and year first set forth above.

GRANTOR:

NRG TEXAS POWER LLC,

a Delaware limited liability company

By: _____

Name: John Ragan

Title: President

ccok

THE STATE OF TEXAS

COUNTY OF Harris

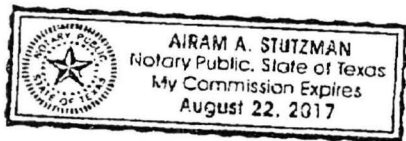
This instrument was acknowledged before me on the 27th day of March, 2014, by John Ragan, President of NRG TEXAS POWER LLC, a Delaware limited liability company, on behalf of such company.

Airam A. Stutzman

Notary Public in and for

the State of Texas

My commission expires: August 22, 2017



Signature page to Special Warranty Deed

EXHIBIT A

(Meter Station Tract)

DESCRIPTION OF A 1.148 ACRE (50,000 SQUARE FEET) TRACT OF LAND, LOCATED IN THE SAMUEL YOUNG SURVEY, A-348, IN FORT BEND COUNTY, TEXAS, BEING OUT OF A CALLED 95.392 ACRE TRACT (PARCEL PS-09-CO3), CONVEYED TO NRG TEXAS POWER LLC BY DEED RECORDED IN FILE NUMBER 2007089660 AND DESCRIBED IN FILE NO. 2002094433 BOTH RECORDED IN THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS; SAID 1.148 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found on the southerly right-of-way line of Smithers Lake Road (80 foot right-of-way per Volume 723, Page 1, Deed Records of Fort Bend County, Texas) for the most easterly corner of said 95.392 acre tract, having grid coordinates of N=13,734,896.77
E= 3,041,189.34;

THENCE, with the southerly right-of-way line of Smithers Lake Road, same being the northerly line of said 95.392 acre tract, the following three (3) courses and distances:

- 1) S 87°24'02" W, a distance of 986.30 feet to a capped 5/8-inch iron rod stamped "Reliant Energy" found for the beginning of a non-tangent curve to the left;
- 2) 318.47 feet along the arc of said non-tangent curve, having a radius of 462.04 feet, a delta angle of 39°29'31" and a chord bearing and distance of S 66°30'06" W, 312.20 feet to an angle point;
- 3) S 46°45'11" W, a distance of 392.58 feet to a 5/8-inch iron rod with cap stamped "SAM, INC" set for the north corner and **POINT OF BEGINNING** of the herein described tract, having grid coordinates of N=13,734,458.58, E 3,039,631.78;

THENCE, over and across said 95.392 acre tract, the following three (3) courses and distances;

- 1) S 43°14'49" E, a distance of 250.00 feet to a 5/8-inch iron rod with cap stamped "SAM, INC" set for the east corner of the herein described tract;
- 2) S 46°45'11" W, a distance of 200.00 feet to a 5/8-inch iron rod with cap stamped "SAM, INC" set for the south corner of the herein described tract;
- 3) N 43°14'49" W, a distance of 250.00 feet to a 5/8-inch iron rod with cap stamped "SAM, INC" set in the southeasterly right-of-way line of said Smithers Lake Road for the west corner of the herein described tract;

THENCE, N 46°45'11" E, with the southeasterly right-of-way line of said Smithers Lake Road, a distance of 200.00 feet to the **POINT OF BEGINNING** of the herein described tract containing 1.148 acre (50,000 Square Feet) of land in Fort Bend County, Texas.

Notes:

1. Bearings are based on Texas State Plane Coordinate System, South Central Zone (4204), NAD 83(CORS 1996) (EPOCH 2002).

EXHIBIT B

(CCS Tract)

Being a 4.6317 acre tract of land, located in the Edward Jeffery League, Abstract 38, being out of the remainder of a called 4688.911 acre tract conveyed to Texas GENCO Holdings, Inc. by deed recorded in file number 2002094433 of the Official Public Records of Fort Bend County, Texas, said 4.6317 acre tract being more particularly described by metes and bounds as follows, basing bearings upon the Texas State Plane Coordinate System, South Central Zone (4204), NAD 27, to wit;

COMMENCING at a 5/8" iron rod with Plastic cap stamped "SAM Inc." set for "Reference", from which a 5/8-inch iron rod found for an angle point in the south line of said 4688.911 acre tract, lying in the north right of way line of Smithers Lake Road and being the called southwest corner of said Edward Jeffery League, A-38, bears S80°05'46"W, 5347.37 feet;

THENCE, S33°26'32"E, 27.78 feet, crossing said 4688.911 acre tract, to west corner and **POINT of BEGINNING** of the herein described tract;

THENCE, N56°04'04"E, 175.62 feet, to a 60D Nail with washer stamped "SAM Inc." set for an angle point in the northwesterly line;

THENCE, N08°50'19"E, 35.80 feet, to a 60D Nail with washer stamped "SAM Inc." set for an angle point in the northwesterly line;

THENCE, N56°29'54"E, 263.74 feet, to a 60D Nail with washer stamped "SAM Inc." set for north corner;

THENCE, S33°30'02"E, 453.44 feet, to a P/K Nail set for east corner;

THENCE, S56°29'58"W, 274.87 feet, to a 60D Nail with washer stamped "SAM Inc." set for an angle point in the southeasterly line,

THENCE, S31°34'01"W, 20.87 feet, to a 60D Nail with washer stamped "SAM Inc." set for an angle point in the southeasterly line,

THENCE, S56°29'58"W, 90.87 feet, to a "P/K" Nail set for south corner;

THENCE, N76°04'58"W, 53.12 feet, to a "P/K" Nail set for an angle point in southwesterly line;

THENCE, N53°29'43"W, 77.26 feet, to a 60D Nail with washer stamped "SAM Inc." set for an angle point in southwesterly line;

THENCE, N52°17'29"W, 51.90 feet, to a 60D Nail with washer stamped "SAM Inc." set for an angle point in southwesterly line;

THENCE, N 33°26'32"W, 273.60 feet, to the **POINT OF BEGINNING**, containing 4.6317 acres of land more or less.

TX-FB-002.000-R3
Fort Bend County, Texas
Petra Nova TCV Pipeline, LLC

Page 1 of 1

Exhibit "C"

CENTERLINE DESCRIPTION FOR A PROPOSED 10 FOOT WIDE
PERMANENT RIGHT OF WAY EASEMENT ACROSS
THE NRG TEXAS POWER LLC TRACT

CENTERLINE DESCRIPTION FOR A PROPOSED TEN FOOT (10') WIDE PERMANENT RIGHT-OF-WAY EASEMENT, FIVE FEET (5') RIGHT OF AND FIVE FEET (5') LEFT OF THE HEREIN DESCRIBED CENTERLINE LOCATED IN THE SAMUEL YOUNG SURVEY, A-348, IN FORT BEND COUNTY, TEXAS, BEING OUT OF A CALLED 95.392 ACRE TRACT (PARCEL PS-09-C03), CONVEYED TO NRG TEXAS POWER LLC BY DEED RECORDED IN FILE NUMBER 2007089660 AND DESCRIBED IN FILE NO. 2002094433 BOTH RECORDED IN THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS; SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in said 95.392 acre tract on the southwesterly line of a proposed Petra Nova TCV Pipeline, LLC Meter Station Site, for the POINT OF BEGINNING of the centerline described herein, having grid coordinates of N=13,734,157.66, E=3,039,640.25, from which a 5/8-inch iron rod found on the southerly right-of-way line of Smithers Lake Road (80 foot right-of-way per Volume 723, Page 1, Deed Records of Fort Bend County, Texas) for the most easterly corner of said 95.392 acre tract, bears N 84°29'34" E, a distance of 1716.38 feet;

THENCE, over and across said 95.392 acre tract, S 25°09'19" W, a distance of 740.39 feet to a calculated point on the common line of said 95.392 acre tract and the residue of a called 20.00 acre tract, conveyed to The George Foundation by deed recorded in File Number 0745982 of the Official Public Records Of Fort Bend County, Texas, as described in Volume 104, Page 627 of the Deed Records of Fort Bend County, Texas, said point being the POINT OF TERMINATION of the centerline described herein, having grid coordinates of N=13,733,487.48, E=3,039,325.53, from which the northwest corner of said residue 20.00 acre tract, being a calculated corner, bears S 87°20'06" W, a distance of 32.87 feet and from which an angle point in the common line of said residue 20.00 acre tract and said 95.392 acre tract, being a calculated corner, bears S 44°14'55" W, a distance of 577.44 feet, from said angle point a found 1 inch iron pipe bears S 45°45'21" W, a distance of 127.67 feet.

Notes:

1. This property description is accompanied by a separate sketch of even date.
2. Bearings are based on Texas State Plane Coordinate System, South Central Zone (4204), NAD 83(CORS 1996) (EPOCH 2002).
3. Temporary easements as shown on sketch.

THE STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That I, Phillip W. Bourland, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Houston, Harris County, Texas this the 25th day of March 2014 A.D.



Phillip W. Bourland

Surveying And Mapping, Inc.
11111 Katy Freeway
Suite 200
Houston, Texas 77079
Tx Firm # 10064300

Phillip W. Bourland
Registered Professional Land Surveyor
No. 6468 - State of Texas

FN (LN)

32007

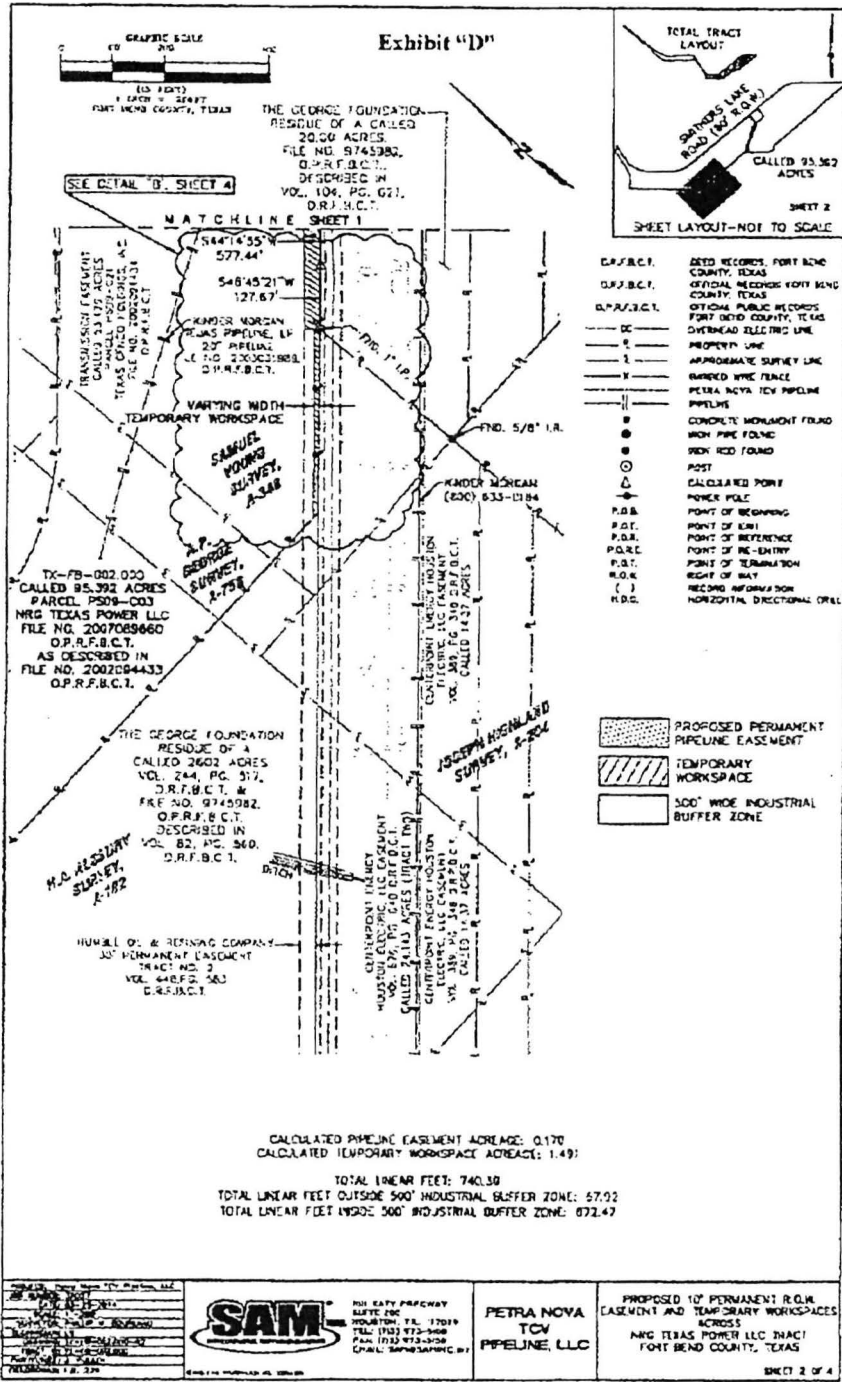


EXHIBIT E

1. Duration of Easement:

Subject to Section 17 below, the duration of this Pipeline Easement is perpetual.

2. Easement Purpose:

The purpose of this Pipeline Easement is to lay, construct, maintain, operate, alter, repair, inspect, replace, upgrade, change the size of, abandon in place, protect, and remove one pipeline, up to sixteen inches (16") in diameter, within the right-of-way, with all valves, connections, fittings, devices, and appurtenances which Grantee may deem to be necessary or desirable in connection with the operation of its pipeline, including cathodic protection equipment, for the transportation of oil, gas, water, petroleum products or any other liquids, gases or substances that can be transported through a pipeline.

3. Consideration:

Grantee shall pay \$10.00 and other good and valuable consideration to Grantor for the privilege of a) placing one pipeline on the Easement Property; b) for damages due to the destruction of the surface of the Easement Property, including, but not limited to, vegetation, or growing crops located on the Easement Property or within the Temporary Work Space; and c) for damages to the surface of Grantor's property where Grantee's Easement Access Roads will be built.

4. Grant of Easement:

For the consideration described herein, Grantor grants to Grantee a non-exclusive additional temporary work space ("Temporary Work Space") as shown in Exhibit D for Grantee's use only during periods when Grantee is constructing, installing, maintaining, replacing, repairing, or removing its pipeline. At locations such as roads, streams, ditches or specific areas which require more difficult installation procedures, Grantee shall have such additional space as is reasonably required during construction, installing, maintaining, replacing, repairing, or removing its pipeline. Grantor hereby reserves for itself, its successors and assigns, the right to use the Temporary Work Space for any and all purposes, including but not limited to the right to construct, operate, maintain, repair, replace, and remove facilities, pipelines, roadways and any other structures (either permanent or temporary) that Grantor may desire in, on, under, or over the Temporary Work Space, and to grant such rights to others, provided, in each case, that such use does not otherwise violate the terms of this Pipeline Easement. Grantee shall have no other rights to construct any additional buildings, structures, and/or surface improvements, other than legally required pipeline markers, vent pipes, and/or cathodic protection test stations as needed or dictated by governmental law or regulation on this Pipeline Easement granted herein without the prior written consent of Grantor.

5. Exclusiveness of Easement:

Grantor covenants not to convey any other easement or conflicting right in the area covered by this Pipeline Easement that would interfere with Grantee's exercise and use of this Pipeline Easement without Grantee's written consent.

6. Grantor's Use of Easement Property:

Grantor reserves all rights to use and enjoy the property on and around this Pipeline Easement, including crossing and future uses, provided that such uses do not unreasonably interfere with the rights conferred upon Grantee hereunder. Grantee acknowledges that there are pre-existing uses and easements on and around this Pipeline Easement, and such other uses and easements shall not be unreasonably disturbed. Grantor specifically reserves the right to grant additional easements or rights-of-way upon, over, under or across, the land burdened by this Pipeline Easement to such other entities and for such purposes as Grantor may desire; provided that Grantee shall not be unreasonably disturbed in the use and enjoyment of the rights granted herein.

7. Pipeline Construction - Coordination with Prior Easement Holders.

Grantee understands and acknowledges that all or a portion of this Pipeline Easement traverses and/or intersects existing easements previously granted to other entities, and that Grantor, or such prior easement holders may operate heavy machinery on the surface of this Pipeline Easement or conduct activities that may disturb the subsurface. Grantee shall therefore coordinate with all affected entities holding such previously granted easements as identified to Grantee by Grantor, as well as Grantor, to ensure that Grantee complies with any requirements that may be established by such entities and/or Grantor with respect to this Pipeline Easement in order to avoid injury to Grantor's and such entities' property, and Grantee's pipeline shall at all times be maintained at a sufficient depth so as to not be damaged, harmed, or compromised in any manner by any activities in which such entities or Grantor may engage; provided that, in no event shall the depth of the pipeline be less than forty eight inches (48") beneath the surface of the ground as measured from the top of the pipe. To the extent Grantee may encroach upon the easement, legal right-of-way, or any other recognized interest of another entity, Grantee acknowledges that it is the sole obligation of Grantee to secure a letter of no objection from any and all such entities. The location of same shall be marked by permanent surface markers at all road and fence crossings and such other locations as may be required by applicable law or regulation.

8. [Reserved]:

9. Property Use:

Grantee shall have all rights and benefits necessary or convenient for the full enjoyment or use of this Pipeline Easement. However, Grantee shall not hunt or fish on Grantor's Property.

10. Easement Access:

Grantee shall have, without limitation, the free right of ingress and egress over and across Grantor's Property to and from this Pipeline Easement. If there are roadways now existing on Grantor's Property, Grantee shall have the right to use such roadways in the exercise and use of this Pipeline Easement. Grantee shall provide notice of its intent for Grantee or any contractors to access this Pipeline Easement for construction activities concurrently or prior to the time and date that the Grantee intends for Grantee or such contractors to access Grantor's Property and this Pipeline Easement. The notice shall indicate the scope of activity to be performed while accessing the Easement. Notice required under this Section 10 shall be made pursuant to Section 21 hereof or orally to the W.A. Parish plant manager. The notice requirement stated above shall not apply if Grantee can demonstrate that an emergency situation exists requiring immediate access to this Pipeline Easement, provided that Grantee shall contact the W.A. Parish plant manager as soon as practicable (or other such contact that may be provided from time to time by Grantor), advising that an emergency situation exists and that Grantee will seek immediate access to this Pipeline Easement.

11. [Reserved].**12. Easement Improvements:**

If Grantee constructs any improvements of any nature on the Easement Property or for the benefit of the Easement Property, said construction will be at Grantee's sole expense. Grantee shall not permit any mechanic's or materialmen's lien to be placed upon or remain upon the Easement Property or any portion of Grantor's Property.

13. Maintenance:

13.1 Grantee, at Grantee's sole expense, shall operate, maintain, repair and upgrade the Easement Property from time to time as needed to serve the purposes stated in Paragraph 2 of this Exhibit.

13.2 Grantee shall maintain the Easement Property in a safe, neat and clean condition. Grantee has the right to cut and trim trees or shrubbery that may encroach upon the Easement Property.

13.3 Upon completion of any maintenance, repairs or other subsequent work within the Easement Property, Grantee shall promptly repair any damage to the Easement Property and/or damage to any other portion of Grantor's Property caused by such work. Grantee shall restore the Easement Property or Grantor's Property, as applicable, to substantially the same condition it was in prior to commencement of such maintenance, repairs or other work to the extent reasonably practicable.

14. Compliance:

14.1 Grantee, its successors and assigns, shall comply with and adhere to all applicable federal and state laws, rules, regulations, policies and procedures, as amended

from time to time, relative to Grantee's, its employees' and agents' use and enjoyment of this Pipeline Easement. Grantee shall remove from the Easement Property, and prevent the future access to the Easement Property, of any employee, subcontractor, agent, invitee, successor or assign of Grantee who does not comply with such federal laws, state laws, rules, regulations, policies and procedures, if Grantor requests removal of said employee, subcontractor, agent, invitee, successor or assign of Grantee.

- 14.2 Grantee's enjoyment and use of this Pipeline Easement, and any and all operations conducted on the Easement Property, shall be in compliance with all applicable laws, statutes, rules and regulations of any governmental authority having jurisdiction, including, without limitations, all safety regulations and requirements of the U.S. Department of Transportation and all environmental laws, statutes, rules and regulations.

15. Hazardous Substances:

- 15.1 Grantee shall use reasonable efforts to ensure that no toxic or hazardous substances shall be transported, generated, treated, stored, disposed of or otherwise deposited or released in or on the Easement Property.
- 15.2 Grantee shall not engage nor will it permit any other party to engage in:
- a. Any activity with respect to this Pipeline Easement which would cause the Easement Property or the adjoining property of Grantor to become a hazardous waste treatment, storage or disposal facility within the meaning of the Resource Conservation and Recovery Act of 1976 ("RCRA"), as now or hereafter amended, or any similar state law or local ordinance or other environmental law;
 - b. The release or threatened release of a hazardous substance from or to the Easement or adjoining property of Grantor within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1989 ("CERCLA"), as now or hereafter amended, or any similar state law or local ordinance or other environmental law;
 - c. The use of any substance or the maintenance of conditions in or on the Easement or adjoining property of Grantor which might support a claim or cause of action under RCRA, CERCLA, or any similar state law or local ordinance or other environmental law;
 - d. The construction and location of underground storage tanks on the Easement Property.
- 15.3 The terms used within Section 15.2 shall have the meanings specified in RCRA and CERCLA; provided, in the event either RCRA or CERCLA is amended so as to broaden the meaning of any term defined thereby, such amendment shall apply to Grantee's obligations imposed by this Agreement; provided, further, that

should the State of Texas establish by law a meaning for such terms which is broader than specified in either RCRA or CERCLA, the broader meaning or definition shall apply.

16. Indemnification/Insurance 16.1 GRANTEE INDEMNITIES. SUBJECT TO THE WAIVERS OF SUBROGATION IN SECTION 16.5, GRANTEE SHALL RELEASE, INDEMNIFY, PROTECT, DEFEND, AND HOLD GRANTOR, ITS AFFILIATES, PARTNERS, MEMBERS, MANAGERS AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AND REPRESENTATIVES (THE "GRANTOR INDEMNIFIED PARTIES") HARMLESS AGAINST AND IN RESPECT OF ANY CLAIMS AND LOSSES INCURRED BY OR ASSERTED AGAINST ANY GRANTEE INDEMNIFIED PARTY TO THE EXTENT THOSE CLAIMS AND LOSSES ARISE FROM OR IN CONNECTION WITH THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY GRANTEE INDEMNIFIED PARTY (OR THE GRANTEE'S CONTRACTORS OR SUBCONTRACTORS, EXCLUDING GRANTOR) IN CONNECTION WITH (I) ENVIRONMENTAL CLAIMS OR THE BREACH OF THIS AGREEMENT BY ANY GRANTEE INDEMNIFIED PARTY (OR THE GRANTEE'S CONTRACTORS OR SUBCONTRACTORS, EXCLUDING GRANTOR) WITH RESPECT TO THE EXISTENCE, GENERATION, USE, COLLECTION, TREATMENT, STORAGE, TRANSPORTATION, RECOVERY, REMOVAL, DISCHARGE OR DISPOSAL OF HAZARDOUS SUBSTANCES ON THE EASEMENT PROPERTY OR ADJACENT AREAS ON THE W.A. PARISH FACILITY PROPERTY (THE "GRANTEE ENVIRONMENTAL CONDITIONS"), (II) THE USE, POSSESSION, AND/OR OCCUPANCY OF, AND/OR OPERATIONS ON, THE EASEMENT PROPERTY BY THE GRANTEE INDEMNIFIED PARTIES (OR THE GRANTEE'S CONTRACTORS OR SUBCONTRACTORS, EXCLUDING GRANTOR), OR (III) ANY VIOLATIONS BY ANY GRANTEE INDEMNIFIED PARTY (OR THE GRANTEE'S CONTRACTORS OR SUBCONTRACTORS) OF ANY APPLICABLE LAW, ADMINISTRATIVE CONSENT ORDER OR OTHER ORDER APPLICABLE TO SUCH GRANTEE INDEMNIFIED PARTY (OR THE GRANTEE'S CONTRACTORS OR SUBCONTRACTORS) ISSUED BY GOVERNMENTAL AUTHORITIES WITH COMPETENT JURISDICTION. GRANTEE'S DUTY OF INDEMNIFICATION AND DEFENSE UNDER THIS SECTION 16.1 SHALL NOT APPLY TO THE EXTENT OF ANY JOINT OR CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ALLOCABLE TO THE GRANTOR INDEMNIFIED PARTIES OR ALLOCABLE TO ANY PERSON OTHER THAN A GRANTEE INDEMNIFIED PARTY (OR THE GRANTEE'S CONTRACTORS OR SUBCONTRACTORS).

16.2 GRANTOR INDEMNITIES. SUBJECT TO THE WAIVERS OF SUBROGATION IN SECTION 16.5, GRANTOR SHALL RELEASE, INDEMNIFY, PROTECT, DEFEND AND HOLD GRANTEE, ITS AFFILIATES, PARTNERS, MEMBERS, MANAGERS AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AND REPRESENTATIVES (THE "GRANTEE INDEMNIFIED PARTIES") HARMLESS AGAINST AND IN RESPECT OF ANY CLAIMS AND LOSSES INCURRED BY OR ASSERTED AGAINST ANY GRANTEE INDEMNIFIED PARTY TO THE EXTENT THOSE CLAIMS AND LOSSES ARISE FROM OR IN CONNECTION WITH THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY GRANTOR INDEMNIFIED PARTY (OR GRANTOR' CONTRACTORS OR SUBCONTRACTORS) IN

CONNECTION WITH (I) ENVIRONMENTAL CLAIMS OR THE BREACH OF THIS AGREEMENT BY ANY GRANTOR INDEMNIFIED PARTY (OR GRANTOR'S CONTRACTORS OR SUBCONTRACTORS) WITH RESPECT TO THE EXISTENCE, GENERATION, USE, COLLECTION, TREATMENT, STORAGE, TRANSPORTATION, RECOVERY, REMOVAL, DISCHARGE OR DISPOSAL OF HAZARDOUS SUBSTANCES ON THE GRANTOR EASEMENT AREAS OR ADJACENT AREAS ON THE EASEMENT PROPERTY (THE "GRANTOR ENVIRONMENTAL CONDITIONS"), (II) THE USE, POSSESSION, AND/OR OCCUPANCY OF, AND/OR OPERATIONS ON, THE W.A. PARISH FACILITY PROPERTY OR THE EASEMENT PROPERTY BY THE GRANTOR INDEMNIFIED PARTIES (OR GRANTOR'S CONTRACTORS OR SUBCONTRACTORS), OR (III) ANY VIOLATIONS BY ANY GRANTOR INDEMNIFIED PARTY (OR GRANTOR'S CONTRACTORS OR SUBCONTRACTORS) OF ANY APPLICABLE LAW, ADMINISTRATIVE CONSENT ORDER OR OTHER ORDER APPLICABLE TO SUCH GRANTOR INDEMNIFIED PARTY (OR GRANTOR'S CONTRACTORS OR SUBCONTRACTORS) ISSUED BY GOVERNMENTAL AUTHORITIES WITH COMPETENT JURISDICTION. GRANTOR'S DUTY OF INDEMNIFICATION AND DEFENSE UNDER THIS SECTION 16.2 SHALL NOT APPLY TO THE EXTENT OF ANY JOINT OR CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ALLOCABLE TO THE GRANTEE INDEMNIFIED PARTIES OR ALLOCABLE TO ANY PERSON OTHER THAN A GRANTOR INDEMNIFIED PARTY (OR GRANTOR'S CONTRACTORS OR SUBCONTRACTORS).

16.3 DAMAGE LIMITATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY AGREES TO WAIVE ITS RIGHT TO RECOVER ITS OWN CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, LOST PROFITS, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR ANY BREACH HEREOF FROM THE OTHER PARTY OR THE OTHER PARTY'S INDEMNIFIED PARTIES (AS DEFINED IN SECTIONS 16.1 AND 16.2) AND NEITHER PARTY (NOR ITS INDEMNIFIED PARTIES) SHALL BE LIABLE TO THE OTHER PARTY FOR THAT OTHER PARTY'S OWN CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, LOST PROFITS, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR ANY BREACH HEREOF, EVEN IF SUCH DAMAGES ARE ATTRIBUTABLE TO THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, FAULT, OR RESPONSIBILITY OF THE PARTY WHOSE LIABILITY IS WAIVED (OR SUCH PARTY'S INDEMNIFIED PARTIES). THIS LIMITATION SHALL NOT BE READ, HOWEVER, TO EXCLUDE OR LIMIT THE OBLIGATION TO INDEMNIFY THE OTHER PARTY FOR CLAIMS BY THIRD PARTIES (EXCLUDING EACH PARTY'S INDEMNIFIED PARTIES) FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, LOST PROFITS, OR PUNITIVE DAMAGES, IMPOSED UNDER SECTIONS 16.1 AND 16.2.

16.4 Insurance Requirements. (a) Each Party shall procure and maintain (or cause to be procured and maintained) insurance as required by this Agreement. The cost associated with these policies, including the deductibles, shall be the sole cost and expense of the Party required to obtain such insurance. Grantee shall maintain or cause to be maintained property insurance for the full replacement value of the Easement Improvements, including all equipment, the Grantee's Easement Improvements and any other property owned by Grantee and located on the Easement Property or the W.A. Parish Facility property. Grantor shall maintain

replacement cost coverage property insurance for the W.A. Parish Facility, including all ancillary buildings and equipment, and any other property owned by Grantor and located on the Easement Property or the W.A. Parish Facility Property. Each Party shall also procure and maintain liability insurance with minimum limits as follows: commercial general liability - \$1,000,000.00 per occurrence, with a \$2,000,000.00 aggregate, covering bodily injury, including death, property damage, and personal injury written on an occurrence based form (inclusions on the commercial general liability policy: contractual liability; broad form property; independent contractors; premises and operations; products & completed operations; mobile equipment, cross liabilities/separation of insureds, and no exclusion for X.C. & u., lifting, rigging, or boom overload, or operations within fifty (50) feet of a railroad); automobile liability - \$1,000,000.00, with coverage for owned, non-owned and hired vehicles; workers' compensation - statutory; employers liability - \$1,000,000.00 each accident/each employee; pollution legal liability - \$2,000,000.00 per occurrence/aggregate (in lieu of pollution legal liability coverage, a party can comply with this requirement by procuring and maintaining "sudden and accidental" pollution coverage under its commercial general liability policy); excess liability - \$20,000,000.00, with the commercial general liability, automobile liability, and employer's liability insurance policies scheduled as underlying coverage. If marine or aviation liabilities for either Party exist, then such Party agrees to obtain those coverages with limits of liability that are reasonable for the work or services being contemplated. Separate liability policies can be purchased by a Party, or in the alternative, a Party can include the coverage under its corporate insurance program. In either event, the cost of these liability coverages shall be borne by the Party required to obtain such insurance. Each Party agrees to waive subrogation against any secured lenders and the other Party (and its Indemnified Parties (as defined in Sections 16.1 and 16.2)) and to add them as "additional insured" on such insuring Party's commercial general liability, automobile liability and excess liability policies, without regard to the limitations set forth in Section 16.6. Each Party agrees that its workers' compensation insurer agrees to waive subrogation against any secured lenders and the other Party (and its Indemnified Parties). Each Party agrees to pursue all claims arising under the insurance policies it is required to maintain hereunder in good faith and with due diligence.

(b) The property insurance carried by Grantee on the Easement improvements, including all equipment owned by Grantee, and on the Grantee's Easement improvements shall be primary to any similar property insurance being maintained by Grantor. Grantee waives its right of subrogation against any secured lenders and Grantor (and its Indemnified Parties).

(c) The property insurance carried by Grantor on the W.A. Parish Facility, including all ancillary buildings and equipment owned by Grantor, and on the Grantor Easements improvements, shall be primary to any similar property insurance being maintained by Grantee. Grantor waives its right of subrogation against any secured lenders and Grantee (and its Indemnified Parties).

(d) The general liability insurance policy being maintained by Grantee shall be primary to, and shall not seek contribution from, any similar insurance being maintained by Grantor with respect to any liabilities arising from a condition existing on the Easement Property. The General Liability insurance policy being maintained by Grantor shall be primary to, and shall not seek contribution from, any similar insurance being maintained by Grantee with

respect to any liabilities arising from a condition existing on the W.A. Parish Facility Property. Each Party shall determine if it should purchase site specific liability coverage. Each Party, within thirty (30) days following written request of the other Party, shall provide the other Party evidence of its compliance with the insurance requirements set forth herein, including certificates of insurance.

(e) Each Party shall use commercially reasonable efforts to cause those of its contractors that: (i) directly provide services on the Easement Property; or (ii) directly provide services at any point of interconnection between the Easement Property and the W.A. Parish Facility property or; (iii) that otherwise cross, use, or occupy the property of the other Party (collectively, "On-Site Contractors") to maintain certain minimum insurance requirements, which shall be identical to the requirements of such Party herein which requirements shall be determined by the other Party. Notwithstanding the foregoing, a Party can accept a lesser limit of excess liability insurance from its contractors, but in no event shall the excess liability requirement for a Party's on-site contractors ever be less than \$1,000,000.00 per occurrence, unless (i) the Party's on-site contractors provide coverage of \$2,000,000.00 per occurrence under its commercial general liability policy or (ii) a written waiver is obtained from the other party; provided, that any agreement executed by Grantor granting access over the W.A. Parish Facility property containing different insurance requirements than this Section 16.4 shall constitute a waiver of the requirements of this Section 16.4 and the insurance requirements of such agreement shall control. Each Party shall use commercially reasonable efforts to obtain a workers' compensation waiver of subrogation from each on-site contractor in favor of such Party, the other Party, and each Party's Indemnified Parties. In addition, each Party shall use commercially reasonable efforts to require each on-site contractor providing services at the request of such Party to provide additional insured status for Grantor, Grantee and each Party's Indemnified Parties on contractor's or subcontractor's commercial general liability, automobile liability and excess liability policies, and require the on-site contractor's insurance to be primary and not seek contribution from any similar insurance being maintained by Grantor, Grantee, or any of their Indemnified Parties.

16.5 Waivers of Subrogation. Grantee hereby waives all rights, claims and demands of whatsoever nature that it may have against the Grantor indemnified parties on account of any loss or damage of Grantee (or its Indemnified Parties) arising in connection with this Agreement for which Grantee (or its Indemnified Parties) is entitled to indemnification hereunder to the extent such loss or damage is covered by the workers' compensation insurance policy required to be maintained by Grantee under this Agreement. The waivers of subrogation set forth in this paragraph shall apply regardless of cause or origin, including the negligence, gross negligence or willful misconduct of any Grantor Indemnified Party. Grantee will require its workers' compensation insurer to waive all rights of subrogation against the Grantor Indemnified Parties and such other persons as are reasonably requested by Grantor.

Grantor hereby waives all rights, claims and demands of whatsoever nature that it may have against the Grantee Indemnified Parties on account of any loss or damage of Grantor (or its Indemnified Parties) arising in connection with this Agreement for which Grantor (or its Indemnified Parties) is entitled to indemnification hereunder to the extent such loss or damage is covered by the workers' compensation insurance policy required to be maintained by Grantor under this Agreement. The waivers of subrogation set forth in this paragraph shall apply

regardless of cause or origin, including the negligence, gross negligence or willful misconduct of any Grantee Indemnified Party. Grantor will require its workers' compensation insurer to waive all rights of subrogation against the Grantee Indemnified Parties and such other persons as are reasonably requested by Grantee.

16.6 Recovery Under Indemnities. Notwithstanding the provisions of Sections 16.1 and 16.2, the Parties agree that the defense and indemnity provisions set forth herein are only applicable in excess of all insurance coverage required to be carried by or otherwise available to the applicable indemnitee.

17. Termination:

- 17.1 The term of this Pipeline Easement shall commence as of the date set forth below and shall end when Grantee either:
- a. Fails to actually use this Pipeline Easement for a period of two (2) consecutive years, or
 - b. Abandons this Pipeline Easement by filing a release of same in the appropriate county records.
- 17.2 Grantee shall give Grantor thirty (30) days advance written notice prior to Grantee terminating or abandoning this Pipeline Easement.
- 17.3 All improvements, fixtures, and equipment placed on or fixed to the Easement Property by Grantee shall remain the property of Grantee and Grantee shall have the right to remove any or all of its property from this Pipeline Easement. Grantee may also elect to abandon the pipelines in place by purging and capping each line.
- 17.4 Upon termination of this Pipeline Easement, Grantee shall record in the appropriate county records in which such Pipeline Easement is located, at Grantee's sole cost and expense, a written release of this Pipeline Easement.

18. Default:

If Grantee defaults in the timely and complete performance of any covenant, condition, or limitation contained in this Pipeline Easement, subject to the notice and cure period set out below, then Grantor shall have the right to terminate this Pipeline Easement. Prior to the exercise of any remedy occasioned by Grantee's default, including termination as provided for in this Section 18, Grantor shall mail written notice to Grantee by certified mail, return receipt requested, specifying the instance or instances of Grantee's default. If for any reason Grantee fails to correct or cure such default within ninety (90) days from the date of receipt of such written notice by Grantor, provided that, if the cure involves operations of the surface of the land, then the ninety (90) days will be extended for reasonable delays resulting from weather and ground conditions, then in addition to any other remedies available to Grantor, Grantor may immediately and without further notice to Grantee terminate this Pipeline Easement and all rights to Grantee created hereunder.

Provided, however, that this Pipeline Easement shall not be terminated for default if such cure or correction of default cannot, in the exercise of all due diligence, be accomplished within said ninety (90) day period, but Grantee commences to correct or cure such default within ninety (90) day period and proceed with remedial actions with all due diligence and without cessation until the incident of default is corrected or cured.

19. Assignment:

Grantee shall have the right to freely assign this Pipeline Easement, in whole or in part, without Grantor's permission.

20. Choice of Law:

This instrument will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is proper in the county or counties in which the Easement Property is located.

21. Notices:

All notices required or permitted under this Agreement must be in writing. All notices required by this Agreement will be deemed given when delivered to the receiving party by United States Certified Mail, Return Receipt Requested, postage prepaid. Any address for notice may be changed by written notice delivered as provided herein.

To Grantor: NRG Texas Power LLC
1000 Main Street
Houston, Texas 77002
Attn: General Counsel

To Grantee: TCV Pipeline, LLC
1000 North Post Oak Rd.
Suite 240
Houston, Texas 77055
Attn: Secretary

DEFINITIONS:

1. **ACRES:** A unit of land area equal to 43,560 square feet.

2. **ADJACENT:** Situated next to or bordering another tract of land.

3. **ALTA:** A person or persons who are the owners of the land described in this survey.

4. **ASCM:** A person or persons who are the owners of the land described in this survey.

5. **BOUNDARY:** A line or lines which separate one tract of land from another.

6. **CONVEYANCE:** A transfer of an interest in real property.

7. **DEED:** A written instrument by which one person conveys an interest in real property to another.

8. **DEVELOPER:** A person or persons who are the owners of the land described in this survey.

9. **ENCLOSURE:** A tract of land which is surrounded by a fence or other artificial barrier.

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GENERAL NOTES:

1. The boundaries shown on this survey are based on the best available information.

2. The area shown on this survey is approximately 1.148 acres.

3. The survey was made by G. W. Longsere, Surveyor.

4. The survey was made on the 15th day of May, 1968.

5. The survey was made in accordance with the laws of the State of Texas.

6. The survey was made in accordance with the laws of the State of Texas.

7. The survey was made in accordance with the laws of the State of Texas.

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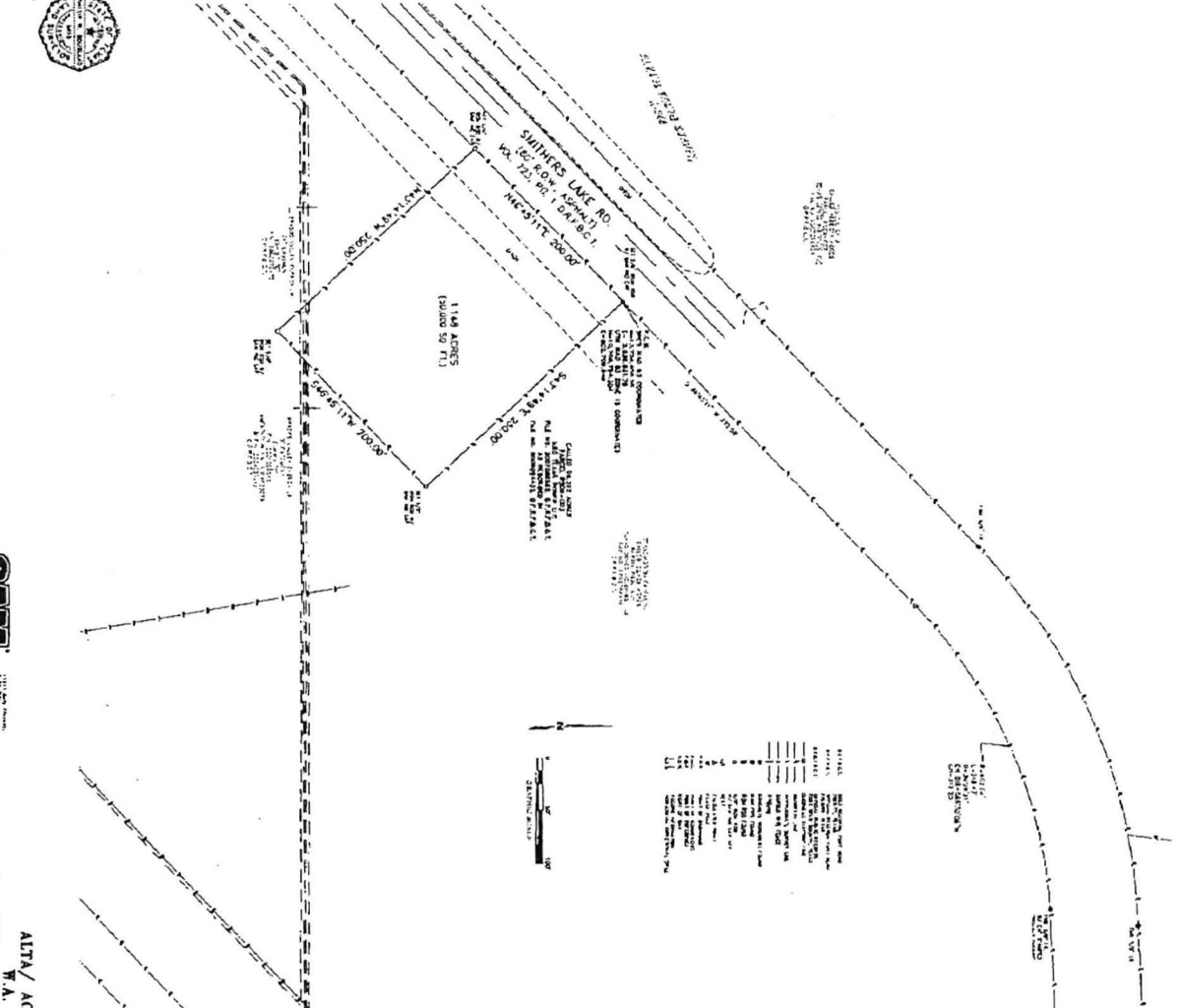
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20. The survey was made in accordance with the laws of the State of Texas.



PRELIMINARY

ALTA/ACSM LAND TITLE SURVEY
W.A. PARISH NRG PLANT
1.148 ACRES - SAUDEL YOUNG SURVEY ABSTRACT 340
FORT BEND COUNTY, TEXAS

SAUDEL YOUNG SURVEY ABSTRACT 340

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8. **DEVELOPER:** A person or persons who are the owners of the land described in this survey.

9. **ENCLOSURE:** A tract of land which is surrounded by a fence or other artificial barrier.

10. **ENCLOSURE:** A tract of land which is surrounded by a fence or other artificial barrier.

11. **ENCLOSURE:** A tract of land which is surrounded by a fence or other artificial barrier.

12. **ENCLOSURE:** A tract of land which is surrounded by a fence or other artificial barrier.

13. **ENCLOSURE:** A tract of land which is surrounded by a fence or other artificial barrier.

14. **ENCLOSURE:** A tract of land which is surrounded by a fence or other artificial barrier.

15. **ENCLOSURE:** A tract of land which is surrounded by a fence or other artificial barrier.

16. **ENCLOSURE:** A tract of land which is surrounded by a fence or other artificial barrier.

17. **ENCLOSURE:** A tract of land which is surrounded by a fence or other artificial barrier.

18. **ENCLOSURE:** A tract of land which is surrounded by a fence or other artificial barrier.

19. **ENCLOSURE:** A tract of land which is surrounded by a fence or other artificial barrier.

20. **ENCLOSURE:** A tract of land which is surrounded by a fence or other artificial barrier.



SAUDEL YOUNG SURVEY ABSTRACT 340
FORT BEND COUNTY, TEXAS

**CERTIFICATE
OF
CITY SECRETARY**

I hereby certify that I am the City Secretary of the City of Thompsons and the authority responsible for having the official ballot prepared for the May 9, 2015 election. I further certify that the following candidates are unopposed for election to the office of Mayor and Council members in the May 9, 2015 election:

**Rita M. Miller-Alderman
Gina S. Treadgold-Alderman
Carol M. Gubbels-Alderman**

Mary Ann Manna

**City Secretary
Town of Thompsons
March 19, 2015**

**TOWN OF THOMPSONS
FORT BEND COUNTY, TEXAS**

ORDINANCE NUMBER 157A

AN ORDINANCE DECLARING EACH UNOPPOSED CANDIDATE ELECTED TO OFFICE:

WHEREAS: under Subchapter C, ("Election of Unopposed Candidate"), Section 2.051-2.054 of the Election Code of the State of Texas:

CHAPTER 2 SUBCHAPTER C VERNON'S TEXAS CODES ANNOTATED
ELECTIONS

ELECTION OF UNOPPOSED CANDIDATE

SECTION 2.051: APPLICABILITY OF SUBCHAPTER. This subchapter applies only to an election for officers of a political subdivision other than a county in which write-in votes may be counted only for names appearing on a list of write in candidates and in which:

- (1) each candidate whose name is to appear on the ballot is unopposed;
- and
- (2) no proposition is to appear on the ballot.

SECTION 2.052: CERTIFICATION OF UNOPPOSED STATUS. (a) The authority responsible for having the official ballot prepared shall certify in writing that a candidate is unopposed for election to an office in:

- (1) only one candidate's name is to be placed on the ballot for that office under Section 52.003; and
- (2) no candidate's name is to be placed on a list of write-in candidates for that office under applicable law.

(b.) The certification shall be delivered to the governing body of the political subdivision as soon as possible after the filing deadline for placement on the ballot and a list of write-in candidates.

SECTION 2.053: ACTION ON CERTIFICATION: (a) On receipt of the certification, the governing body of the political subdivision by order or ordinance may declare each unopposed candidate elected to office.

(b) If a declaration is made under Subsection (a), the election is not held. A copy of the order or ordinance shall be posted on election day at each polling place that would have been used in the election.

© A certificate of election shall be issued to each candidate in the same manner as provided for a candidate elected at the election.

WHEREAS; as certification has been delivered to the governing body of the Town of Thompsons, Fort Bend County, Texas by the City Secretary stating that there are no opposed candidates and that no proposition is to appear on the ballot.

WHEREAS: all criteria have been met under the Texas Election Code, the Mayor and Aldermen of the Town of Thompsons, Fort Bend County, Texas declare the following unopposed candidate are duly elected to the position listed:

Alderman Rita M. Miller
Alderman: Gina S. Treadgold
Alderman: Carol M. Gubbels

WHEREAS: If any provision, section, subsection, sentence, clause or phrase of this ordinance, or application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void, invalid (or for any reason unenforceable), the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Board of Aldermen of the Town of Thompsons in adopting this ordinance, that no portion thereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation, and to this end, all provisions of this ordinance are declared to be severable.

WHEREAS: Any ordinance or parts of ordinances in conflict: herewith, are repealed to the extent of their conflict only.

NOW THEREFORE BE ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS: the fact in the preamble of this ordinance are hereby found and determined to be true and correct and this Ordinance shall become effective immediately upon its passage and adoption.

The Town Secretary is hereby directed to keep a file of this ordinance with the City files.

This ordinance shall take effect and be in force from and after its passage and approval. Passed and adopted following the first reading hereof this 19th day of March, A.D., 2015.

MAYOR *Steddie Newman* ALDERMAN *[Signature]*

ALDERMAN *Carol M. Gubbels* ALDERMAN *Edward E. Taylor*

ALDERMAN *Rita M. Miller* ALDERMAN _____

ATTEST

Mary Ann Manna

MARY ANN MANNA, SECRETARY
OF THE TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS

(SEAL)



MARY ANN MANNA
NOTARY PUBLIC
STATE OF TEXAS

COMMISSION EXPIRES
2-11-2018

I, Mary Ann Manna, City Secretary of the Town of Thompsons, Fort Bend County, Texas do hereby certify that the foregoing is a true and correct copy of Ordinance Number 157A, finally passed and approved by the Town of Thompsons, following the first reading thereof at a regular meeting held the 19th day of March 2015, and the statement is duly attested by the Secretary and that same has been duly engrossed and enrolled in the records of the Town of Thompsons, Fort Bend County, Texas.

EXECUTED under my hand and official seal of the Town of Thompsons, Fort Bend County, Texas, this the 19th day of March, 2015.

ATTEST:

Mary Ann Manna

SECRETARY
OF THE TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS

(SEAL)



MARY ANN MANNA
NOTARY PUBLIC
STATE OF TEXAS

COMMISSION EXPIRES
2-11-2018

**PEBLO DE THOMPSONS
FORT BEND COUNTY, TEXAS**

ORDENAZA NUMERO 157B

Una ordenanza declarando cada candidato sin oposicion electado a la oficio:

Mientras que; en Subcapitulo C, ("Eleccion de Candidato Sin Oposicion"), Seccion 2.051-2.054 de el Election Codigo del Estado de Tejas:

CAPITULO 2 SUBCAPITULO C VERNONS TEXAS CODES ANNOTATED
ELECTIONS

ELECCION DE CANDIDATO SIN OPOSICION

SECCION 2.051: APLICABILIDAD DE SUBCAPITULO. Este subcapitulo aplica solamente a una eleccion para oficiales de una subdivision politico otra cosa que un condado en que votos de escrito pueden estar contado solamente para nombres que aparecen en un lista que esta escrito de candidatos y en que:

- (1) Cada candidato que su nombre aparece en la balota es sin oposicion; y
- (2) No proporcion es de aparecer en la balota.

SECCION 2.052: CERTIFICACION DE CONDICION SIN OPOSICION.

- (a) La autoridad responsable de tener labalota preparado oficial para formar certificar en escrito que el candidato es sin oposicion para el eleccion de un oficio en:
 - (1) Solamente uno candidato's nombre estar puesto en la balota por esa oficio en seccion 52.003; y
 - (2) No candidato's nombre es puesto en la lista de candidatos escrito para el oficio aplicable de la ley.
- (b) El certificacion habre estado entregado a la cuerpo de gobernar de un subdivision politico lo mas pronto posible despues del solicitado linea vedada para colocacion en la balota y una lista de candidatos escrito.

SECCION 2.053: ACCION DE CERTIFICACION:

- (a) En ricibo de certificacion, el cuerpo de gobenar de un subdivision de orden o ordenanza puede declarar cada candidato sin oposicion para elegido a la oficio.
- (b) Si una declaracion es inventado en subseccion (a), no hay elecciones. Una copia del orden or ordenanza sera puesto en el dia de eleccion a cada cabina de votar que fue usado en la eleccion.
- (c) Un certificacion de eleccion sera dado para cada candidato en el mismo manera a condicion para un candidato electado a la elecciones.

Mientras que; una certificacion ha entregado al cuerpo de gobernar del Pueblo de Thompsons, Fort Bend County, Texas por el Secretario de la Ciudad diciendo que no hay candidatos de oposicion y que no hay proporcions en la balota.

Mientras que: todo criterio ha encontrado por el Texas Election Code, el Alcalde y Concejal del Pueblo de Thompsons, Fort Bend County, Texas declarar el proximo candidato sin oposicion estan electado a el posicion:

Concejal	Rita M. Miller
Concejal:	Gina S. Treadgold
Concejal:	Carol M. Gubbels

Mientras que; Si hay provision, seccion, subseccion, frase, clausula o fase de este ordenanza, o aplicacion de misma persona o circunstancia, es para alguna razon esta inconstitucional, vacio, invalido (o por una razon inejecutable), el valido de la porcions restante de esta ordenanza o de su aplicacion a otras personas o de circunstancia no sera afectado de este modo, es el intento del Consejo de Concejal del Pueblo de Thompsons en adoptando este ordenanza, que no porcion o provision o regulacion contenido hay hecho inoperante o faltar por razon de algun anticonstitucional o invalido de algun porcion, provision o regulacion, y asta el fin, todo provisions de este ordenanza son declarar de estar separado.

Mientras que; Algun ordenanza o partes de ordenanzas en conflicto estan revocando al la extension de su conflicto solamente.

Ahora por eso ordenando por el Consejo de Concejal del Pueblo de Thompsons, Fort Bend County, Texas: el facto en el preambulo de este ordenanza son por estas fundar y determinado estar verda y correcto y esta Ordenanza sera efecto inmediateamente encima de pasaje y adopcion.

La Secretaria del Pueblo esta directado a poner en fila un copia certificado de este ordenanza con la oficina de Secretaria de State Elections Divisions para el State of Texas.

Esta ordenanza sera efecto y hacer cumplir de y despues de pasaje y aprobacion. Pasado y adoptado despunes de primero leyendo este 19th dia de Marzo, A.D., 2015.

ALCALDE	<u><i>Thaddeus Stewart</i></u>	CONCEJAL	<u><i>Rita M. Miller</i></u>
CONCEJAL	<u><i>Carol M. Gubbels</i></u>	CONCEJAL	<u><i>Edward E. Taylor</i></u>
CONCEJAL	<u><i>Rita Morgan Miller</i></u>	CONCEJAL	_____

ATESTIGUAR:

Mary Ann Manna

MARY ANN MANNA, SECRETARIA
DEL PUEBLO DE THOMPSONS, FORT BEND COUNTY, TEXAS



MARY ANN MANNA
NOTARY PUBLIC
STATE OF TEXAS

COMMISSION EXPIRES
2-11-2018

Yo, Mary Ann Manna, Secretaria de la Ciudad del Pueblo de Thompsons, Fort Bend County, Texas ha certificado que todo es verdad y copia correcto de Ordenanza numero 157B, finalmente pasado y aprobado para el Pueblo de Thompsons, despues de primero leyendo en la junta regular el 19th dia de Marzo, 2015 y el declaracion es astestiguado por la secretaria y que mismo ha absorbido y alistado en los registardos del Pueblo de Thompsons, Fort Bend County, Texas.

Ejecutado, debajo de mi mano y sello oficial del Pueblo de Thompsons, Fort Bend County, Texas, este 19th, dia de Marzo, 2015.

ATESTIGUAR:

Mary Ann Manna

SECRETARIA (SEAL)
DEL PUEBLO DE THOMPSONS, FORT BEND COUNTY, TEXAS



MARY ANN MANNA
NOTARY PUBLIC
STATE OF TEXAS

COMMISSION EXPIRES
2-11-2018

Incorporated 1979

Telephone: 281-343-9929

FAX: 281-343-7786

TOWN OF THOMPSONS

P. O. BOX 29

THOMPSONS, TEXAS 77481

MAYOR
FREDDIE NEWSOME, JR

ALDERMEN
RITA M. MILLER
DEBORAH BROWN
GINA S. TREADGOLD
CAROL M. GUBBELS
EDWARD E. TAYLOR

April 16, 2015

Dianne Wilson
Fort Bend County Clerk
301 Jackson Street
Richmond, Texas 77469

Dear Ms. Wilson:

Please find enclosed the Town of Thompsons Fiscal Budget for May 1, 2015 through April 30, 2016, for your files.

If you have any questions, please do not hesitate to contact me at 281-343-9929.

Sincerely,



Freddie Newsome, Jr.
Mayor

FN/mam

Enclosures

ORDINANCE NO. 158

**ADOPTION OF BUDGET
FISCAL YEAR 5-1-15 THROUGH 4-30-16**

WHEREAS, pursuant to the laws of the State of Texas for General Law cities, the budget covering proposed expenditures for the fiscal year beginning May 1, 2015 and ending April 30, 2016 was filed with the City Secretary and was posted in Fort Bend Herald and bulletin board outside City Hall as required; and

WHEREAS, a public hearing was held by the City Council of Aldermen of the Town of Thompsons, Texas, on said budget on April 16, 2015, at which time said budget was fully considered, and interested taxpayers were heard by City Council;


NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUCIL OF ALDERMEN OF THE TOWN OF THOMPSONS, TEXAS:

That the budget estimate of the revenues and expenditures for the Town of Thompsons, Texas as presented by the Mayor and appropriated by the City Council for the fiscal year beginning May 1, 2015 and ending April 30, 2016, be and it is hereby adopted as the budget for such fiscal year:


That the attached "Exhibit A" with written comments of expenditures be declared as necessary for operating expenses for the Town of Thompsons;

That the Ordinance be in full force and effect from and after its adoption.

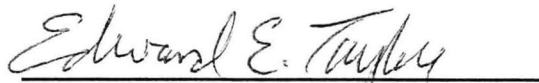
PASSED AND APPROVED BY THE CITY COUNCIL OF ALDERMEN OF THE TOWN OF THOMPSONS, TEXAS, upon first and final reading at a Regular Council Meeting on the 16th day of April, 2015 by a vote of 4 "AYES", 0 "NAYS" and 0 "ABSTENTIONS".


Freddie Newsome, Jr.-Mayor

TOWN OF THOMPSONS


Rita M. Miller- Alderman

Gina S. Treadgold-Alderman


Edward E. Taylor-Alderman


Carol M. Gubbels-Alderman

Deborah Brown-Alderman

ATTEST



MARY ANN MANNA
NOTARY PUBLIC
STATE OF TEXAS
COMMISSION EXPIRES
2-11-2018


Mary Ann Manna-City Secretary

I, Mary Ann Manna, City Secretary of the Town of Thompsons, Texas, do hereby certify that the foregoing is a true and correct copy of Ordinance Number 158, finally passed and approved by the Town of Thompsons, following the First and final reading thereof at regular meetings held on the 19th day of February and the 19th day of March.


Mary Ann Manna-City Secretary

ABCD	E	P	Q	R	S	T
1	TOWN OF THOMPSONS, TEXAS	budget fye 4/30/15	for calendar year	budget fye 4/30/16		fye 4/30/2016
2	PRELIMINARY BUDGET FYE 4/30/2016	Budget	1/1/14 12/31/14	Budget		revised 3/19/15 instructions MaryAnn email
3	Ordinary Income/Expense	for the period	ACTUAL	for the period		
4	Income	5/1/14 - 4/30/15		5/1/15 - 4/30/16		
5	4050 - Grants					
6	4100 - Taxes and Assessments					
7	4130 - Sales & Use Tax	28,000.00	30,407.52	23,215.00		last year actual
8	4140 - Franchise Fees/ Ind Agrmt	874,480.80	874,442.69	896,060.96		B
9	Total 4100 - Taxes and Assessments	902,480.80	904,850.21	919,275.96		919,275.96
10	4200 - Interest Income					
11	4201 - CD'S Income	0.00	0.00	0.00		
12	4202 - Texpool Interest	85.00	39.28	85.00		
13	4203 - Frost Interest	384,220.94	381,048.04	378,552.95	A	adjust (\$40K) for falling interest rates
14	4200 - Interest Income - Other	0.00	21.54	0.00		
15	Total 4200 - Interest Income	384,305.94	381,108.86	378,637.95		378,637.95
16	4600 - Other Income					
17	4601 - Summer Park Program	0.00	0.00	0.00		
18	4600 - Other Income - Other	0.00	2,063.11	0.00		
19	Total 4600 - Other Income	0.00	2,063.11	0.00		0.00
20	Total Income	1,286,786.74	1,288,022.18	1,297,913.91	1,297,913.91	TOTAL REVENUE
21	Expense					
22	5100 - Health and Safety					
23	5200 - Volunteer Fire Department					
24	5201 - Payroll, Fire Secretary	4,336.28	3,192.00	5,576.55	AA	
25	5204 - Other Expenses Fire Department	23,600.00	12,164.58	15,570.00	BB	
26	5206 - Maintenance Fire Department	7,000.00	1,392.62	2,500.00	BB	
27	5207 - Equipment Fire Department	8,000.00	0.00	4,500.00	BB	
28	5299 - Equipment, Capital Outlay	0.00	0.00	0.00		
29	Total 5200 - Volunteer Fire Department	42,936.28	16,749.20	28,146.55		
30	5300 - Trash Service	18,000.00	13,325.00	18,000.00	1000/mo + 6000	
31	Total 5100 - Health and Safety	60,936.28	30,074.20	46,146.55	46,146.55	total health and safety
32	5400 - Police Department					
33	5401 - Payroll, Police	50,600.00	50,146.20	51,660.00	AA	
34	5405 - Other Expenses, Police D	12,000.00	11,446.43	13,500.00	DD	add \$1500. body camera
35	Total 5400 - Police Department	62,600.00	61,592.63	65,160.00	65,160.00	total police department
36	5500 - Park Services					
37	5501 - Payroll, Park Department	45,427.20	45,216.00	46,124.00	AA	
38	5503 - Maintenance Park	36,500.00	29,917.22	36,500.00	CC	reg maint 30 + spring clean up 6.5
40	5506 - Summer Park Program	17,600.00	14,675.00	17,600.00	CC	15,000. YMCA. 2600 4th July
41	5507 - Utilities Park	2,000.00	1,681.87	2,000.00	CC	
42	Total 5500 - Park Services	101,527.20	91,490.09	102,224.00	102,224.00	total park service
43	6000 - General Government Expenses					
44	6020 - Advertising	150.00	150.00	150.00		
45	6050 - Automobile Expense	0.00	0.00	0.00		
46	6060 - Bank Service Charges	5,000.00	3,633.66	3,800.00		
47	6170 - Contract Labor	0.00	0.00	0.00		
48	6190 - Continue Education	200.00	630.00	630.00		
49	6220 - Dues and Subscriptions	1,500.00	1,392.47	1,500.00		
50	6223 - Election Expense	3,765.00	0.00	3,765.00		rental voting machines
51	6380 - Insurance	39,840.52	35,808.55	40,908.25	EE	correct math on sch EE, insurance sch -628
52	6550 - Office Supplies	10,000.00	8,589.61	10,000.00		
53	6560 - Payroll Salary Office Staff	47,392.50	47,446.00	48,703.20	AA	
54	6580 - Payroll Taxes All Staff	11,778.43	11,784.63	12,442.79	AA	
55	6590 - Payroll Retirement match employe	4,827.17	4,488.51	2,728.79	AA	
56	6610 - Postage and Delivery	1,400.00	1,184.00	1,400.00		last year actual
57	6620 - Printing and Reproduction	0.00	0.00	0.00		
58	6640 - Professional Fees	55,150.00	48,457.50	56,650.00	FF	
59	6710 - Repairs					182,678.03
60	6720 - Building Repairs	6,000.00	19,077.36	20,000.00		building maintenance/janitor
61	6740 - Equipment Repairs	0.00	0.00	0.00		
62	6710 - Repairs - Other & Street	100,000.00	0.00	100,000.00		1/21/15 per Freddie, road repair same as last year
63	Total 6710 - Repairs	106,000.00	19,077.36	120,000.00	120,000.00	
64	6880 - Telephone	15,000.00	14,436.85	15,000.00	15,000.00	
65	6900 - Travel & Expense					
66	6930 - Travel Meal- Mayor/Counc/Emp	20,000.00	18,034.10	20,000.00		
67	6900 - Travel & Expense - Other	0.00	0.00	0.00		
68	Total 6900 - Travel & Expense	20,000.00	18,034.10	20,000.00	20,000.00	
69	6940 - Utilities - Street Lights	30,000.00	25,918.12	26,000.00		
70	6945 - Capital improvements	0.00	0.00	0.00		
71	6950 - Gas and Electric	0.00	0.00	0.00		
72	6970 - Contingency Fund	50,000.00	0.00	50,000.00		same as last year budget
73	Total 6000 - General Government Expense	80,000.00	25,918.12	76,000.00	76,000.00	
74						
75	Total Expense	\$ 627,067.10	\$ 424,188.28	\$ 627,208.58	627,208.58	TOTAL EXPENSE
76						
77	Net Ordinary Income	659,719.64	863,833.90	670,705.33	670,705.33	SUBTOTAL
78	Other Expense					
79	Other Expense					
80	8010 - Other Expenses	0.00	0.00	0.00		
81	Total Other Expenses	0.00	0.00	0.00		
82	Net Income	659,719.64	863,833.90	670,705.33		

ORDINANCE NO. 159

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF THOMPSONS, TEXAS APPROVING A LAND USE AND PLANNING AGREEMENT WITH THE GEORGE FOUNDATION, TO ESTABLISH DETAILS FOR THE FUTURE DEVELOPMENT OF LAND IN THOMPSONS EXTRA-TERRITORIAL JURISDICTION; AMENDING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE; AND CONTAINING A SEVERABILITY CLAUSE.

* * * * *

WHEREAS, the George Foundation owns approximately 20,000 acres of land located in the Town of Thompsons' extra-territorial jurisdiction; and

WHEREAS, the Town of Thompsons and the George Foundation recognize that there may be future development on the 20,000 acres; and

WHEREAS, the Town of Thompsons and the George Foundation wish to minimize the impact development will have on the Town, its residents, and its quality of life; and

WHEREAS, the Town of Thompsons and the George Foundation have a long-standing, trusting and mutually beneficial cooperative relationship, including in the area of land use and potential growth and development; and

WHEREAS, the Town of Thompsons and the George Foundation, pursuant to the authority granted by Texas Local Government Code Chapter 212, and other state and constitutional law, wish to enter into a Land Use and Planning Agreement to govern future development on the property owned by the George Foundation, and to provide the Town of Thompsons reasonable assurances of information, input and revenue sharing to offset the impacts on the Town;

NOW THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF THOMPSONS, TEXAS:

Section 1. The Town Council of the Town of Thompsons hereby approves the Development Agreement (“Agreement”) with the George Foundation, a Texas charitable trust, to establish certain details and future cooperative efforts for the development of the George Foundation’s property located in the extra-territorial jurisdiction of the Town of Thompsons, in accordance with state law.

Section 2. The terms and conditions of the Agreement are as set forth in Exhibit A, which is attached hereto and incorporated herein for all purposes.

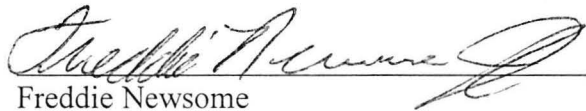
Section 3. The Mayor of the Town of Thompsons is hereby authorized to execute the Agreement in multiple originals and to transmit same to the George Foundation.

Section 4. If any term, condition, or provision of this Ordinance is declared invalid by a court of competent jurisdiction, such invalid term, condition, or provision shall not invalidate or impair the validity, force, or effect of the entire Ordinance, and this Ordinance shall be construed as if it did not contain the invalid term, condition, or provision.

Section 5. This Ordinance shall be effective upon the date of its passage and approval by the City Council.

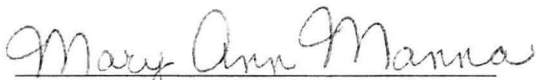
PASSED AND APPROVED at a legally held meeting of the Town Council of the Town of Thompsons, Fort Bend County, Texas on the 25th day of August, 2015.

TOWN OF THOMPSONS, TEXAS



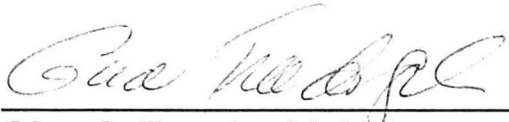
Freddie Newsome
Mayor

ATTEST:



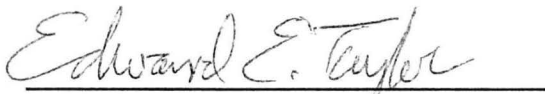
Mary Ann Manna
City Secretary

Town of Thompsons, Texas
Board of Aldermen:



Gina S. Treadgold-Alderman

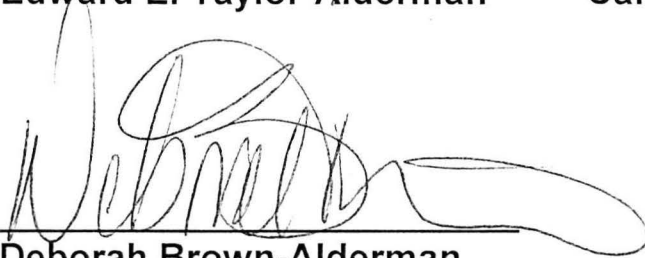
Rita M. Miller- Alderman



Edward E. Taylor-Alderman



Carol M. Gubbels-Alderman



Deborah Brown-Alderman

**CERTIFICATE
OF
CITY SECRETARY**

I hereby certify that I am the City Secretary of the City of Thompsons and the authority responsible for having the official ballot prepared for the May 7, 2016 election. I further certify that the following candidates are unopposed for election to the office of Mayor and Council members in the May 7, 2016 election:

**Freddie Newsome, Jr.-Mayor
Edward E. Taylor-Alderman
Deborah Brown-Alderman**

Mary Ann Manna

**City Secretary
Town of Thompsons
March 17, 2016**

**TOWN OF THOMPSONS
FORT BEND COUNTY, TEXAS**

ORDINANCE NUMBER 160A

AN ORDINANCE DECLEARING EACH UNOPPOSED CANDIDATE ELECTED TO OFFICE:

WHEREAS: under Subchapter C, ("Election of Unopposed Candidate"), Section 2.051-2.054 of the Election Code of the State of Texas:

CHAPTER 2 SUBCHAPTER C VERNON'S TEXAS CODES ANNOTATED
ELECTIONS

ELECTION OF UNOPPOSED CANDIDATE

SECTION 2.051: APPLICABILITY OF SUBCHAPTER. This subchapter applies only to an election for officers of a political subdivision other than a county in which write-in votes may be counted only for names appearing on a list of write in candidates and in which:

- (1) each candidate whose name is to appear on the ballot is unopposed;
and
- (2) no proposition is to appear on the ballot.

SECTION 2.052: CERTIFICATION OF UNOPPOSED STATUS. (a) The authority responsible for having the official ballot prepared shall certify in writing that a candidate is unopposed for election to an office in:

- (1) only one candidate's name is to be placed on the ballot for that office under Section 52.003; and
 - (2) no candidate's name is to be placed on a list of write-in candidates for that office under applicable law.
- (b.) The certification shall be delivered to the governing body of the political subdivision as soon as possible after the filing deadline for placement on the ballot and a list of write-in candidates.

SECTION 2.053: ACTION ON CERTIFICATION: (a) On receipt of the certification, the governing body of the political subdivision by order or ordinance may declare each unopposed candidate elected to office.

(b) If a declaration is made under Subsection (a), the election is not held. A copy of the order or ordinance shall be posted on election day at each polling place that would have been used in the election.

© A certificate of election shall be issued to each candidate in the same manner as provided for a candidate elected at the election.

WHEREAS; as certification has been delivered to the governing body of the Town of Thompsons, Fort Bend County, Texas by the City Secretary stating that there are no opposed candidates and that no proposition is to appear on the ballot.

WHEREAS: all criteria have been met under the Texas Election Code, the Mayor and Aldermen of the Town of Thompsons, Fort Bend County, Texas declare the following unopposed candidate are duly elected to the position listed:

Mayor: Freddie Newsome, Jr.
Alderman: Edward E. Taylor
Alderman: Deborah Brown

WHEREAS: If any provision, section, subsection, sentence, clause or phrase of this ordinance, or application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void, invalid (or for any reason unenforceable), the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Board of Aldermen of the Town of Thompsons in adopting this ordinance, that no portion thereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation, and to this end, all provisions of this ordinance are declared to be severable.

WHEREAS: Any ordinance or parts of ordinances in conflict: herewith, are repealed to the extent of their conflict only.

NOW THEREFORE BE ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS: the fact in the preamble of this ordinance are hereby found and determined to be true and correct and this Ordinance shall become effective immediately upon its passage and adoption.

The Town Secretary is hereby directed to keep a file of this ordinance with the City files.

This ordinance shall take effect and be in force from and after its passage and approval. Passed and adopted following the first reading hereof this 17th day of March, A.D., 2016.

MAYOR *Freddie Newsome, Jr.* ALDERMAN *Edward E. Taylor*
ALDERMAN *Rita Miller* ALDERMAN *Edward E. Taylor*
ALDERMAN *Deborah Brown* ALDERMAN _____

ATTEST

Mary Ann Manna

MARY ANN MANNA, SECRETARY
OF THE TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS

(SEAL)



MARY ANN MANNA
NOTARY PUBLIC
STATE OF TEXAS

COMMISSION EXPIRES
2-11-2018

I, Mary Ann Manna, City Secretary of the Town of Thompsons, Fort Bend County, Texas do hereby certify that the foregoing is a true and correct copy of Ordinance Number 160A, finally passed and approved by the Town of Thompsons, following the first reading thereof at a regular meeting held the 17th day of March 2016, and the statement is duly attested by the Secretary and that same has been duly engrossed and enrolled in the records of the Town of Thompsons, Fort Bend County, Texas.

EXECUTED under my hand and official seal of the Town of Thompsons, Fort Bend County, Texas, this the 17th day of March, 2016.

ATTEST:

Mary Ann Manna

SECRETARY
OF THE TOWN OF THOMPSONS, FORT BEND COUNTY, TEXAS

(SEAL)



MARY ANN MANNA
NOTARY PUBLIC
STATE OF TEXAS

COMMISSION EXPIRES
2-11-2018

**PEBLO DE THOMPSONS
FORT BEND COUNTY, TEXAS**

ORDENAZA NUMERO 160B

Una ordenanza declarando cada candidato sin oposicion electado a la oficio:

Mientras que; en Subcapitulo C, ("Eleccion de Candidato Sin Oposicion"), Seccion 2.051-2.054 de el Election Codigo del Estado de Tejas:

CAPITULO 2 SUBCAPITULO C VERNONS TEXAS CODES ANNOTATED
ELECTIONS

ELECCION DE CANDIDATO SIN OPOSICION

SECCION 2.051: APLICABILIDAD DE SUBCAPITULO. Este subcapitulo aplica solamente a una eleccion para oficiales de una subdivision politico otra cosa que un condado en que votos de escrito pueden estar contado solamente para nombres que aparecen en un lista que esta escrito de candidatos y en que:

- (1) Cada candidato que su nombre aparece en la balota es sin oposicion; y
- (2) No proporcion es de aparecer en la balota.

SECCION 2.052: CERTIFICACION DE CONDICION SIN OPOSICION.

- (a) La autoridad responsable de tener labalota preparado oficial para formar certificar en escrito que el candidato es sin oposicion para el eleccion de un oficio en:
 - (1) Solamente uno candidato's nombre estar puesto en la balota por esa oficio en seccion 52.003; y
 - (2) No candidato's nombre es puesto en la lista de candidatos escrito para el oficio aplicable de la ley.
- (b) El certificacion habre estado entregado a la cuerpo de gobernar de un subdivision politico lo mas pronto posible despues del solicitado linea vedada para colocacion en la balota y una lista de candidatos escrito.

SECCION 2.053: ACCION DE CERTIFICACION:

- (a) En ricibo de certificacion, el cuerpo de gobenar de un subdivision de orden o ordenanza puede declarar cada candidato sin oposicion para elegido a la oficio.
- (b) Si una declaracion es inventado en subseccion (a), no hay eleccions. Una copia del orden or ordenanza sera puesto en el dia de eleccion a cada cabina de votar que fue usado en la eleccion.
- (c) Un certificacion de eleccion sera dado para cada candidato en el mismo manera a condicion para un candidato electado a la eleccions.

ATESTIGUAR:

Mary Ann Manna

MARY ANN MANNA, SECRETARIA
DEL PUEBLO DE THOMPSONS, FORT BEND COUNTY, TEXAS



MARY ANN MANNA
NOTARY PUBLIC
STATE OF TEXAS
COMMISSION EXPIRES
2-11-2018

Yo, Mary Ann Manna, Secretaria de la Ciudad del Pueblo de Thompsons, Fort Bend County, Texas ha certificado que todo es verdad y copia correcto de Ordenanza numero 160B, finalmente pasado y aprobado para el Pueblo de Thompsons, despues de primero leyendo en la junta regular el 17th dia de Marzo, 2016 y el declaracion es astestiguado por la secretaria y que mismo ha absorbido y alistado en los registardos del Pueblo de Thompsons, Fort Bend County, Texas.

Ejecutado, debajo de mi mano y sello oficial del Pueblo de Thompsons, Fort Bend County, Texas, este 17th, dia de Marzo, 2016.

ATESTIGUAR:

Mary Ann Manna

SECRETARIA (SEAL)
DEL PUEBLO DE THOMPSONS, FORT BEND COUNTY, TEXAS



MARY ANN MANNA
NOTARY PUBLIC
STATE OF TEXAS
COMMISSION EXPIRES
2-11-2018