

CITY OF THOMPSONS, TEXAS

To the Honorable City Council of the City of Thompsons :

I submit and introduce to you the ordinance set out below with the request that it be passed finally on the date of its introduction. There exists a public emergency requiring such action and I accordingly request that you pass the same if it meets with your approval.

Date: Nov. 15, 1990 Mayor of the City of Thompsons, Texas

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City of Thompsons Ordinance No. 71

AN ORDINANCE SUSPENDING THE OPERATION OF THE PROPOSED SCHEDULE OF RATES FOR ELECTRIC UTILITY SERVICE FILED BY HOUSTON LIGHTING & POWER COMPANY; CONTAINING FINDINGS AND OTHER PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EMERGENCY.

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WHEREAS, on November 9, 1990, Houston Lighting & Power Company, (the "Company") filed with the City a proposed schedule of rates for electric utility service within the City's limits to be effective as of December 17, 1990; and, August 2, 1991; and

WHEREAS, the City Council desires to have sufficient time to evaluate the merits of such proposed schedule of rates prior to its taking effect; **NOW THEREFORE,**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF THOMPSONS :**

Section 1. Pursuant to the provisions of the TEX. REV. CIV. STAT. ANN. art. 1446c § 43(d) (Vernon Supp. 1990), the City Council does hereby suspend the operation of the Company's proposed schedule of rates for a period of time ending on March 18, 1991 for Step 1 and for a period of time ending on October 31, 1991 for Step 2 (the 90th day following the proposed effective date of such schedule), but such suspension shall not take effect until a copy of this ordinance is delivered to the Company, as provided below.

Section 2. The Mayor is hereby authorized to deliver a true and certified copy of this ordinance to the Company at once. Such copy shall constitute a statement of the reasons for suspending the Company's rates and shall also constitute notice of such suspension.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict only.

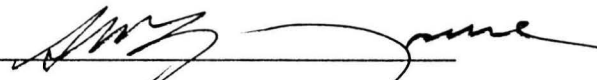
Section 4. If any provision, section, subsection, sentence, clause, or phrase of this ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this

ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council 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 this purpose.

Section 5. There exists a public emergency requiring that this ordinance be passed finally on the date of its introduction, and the Mayor having in writing declared the existence of such emergency and requested such passage, this ordinance shall be passed finally on the date of its introduction, this 15th day of November, 1990, and shall take effect immediately upon its passage and approval by the Mayor.

PASSED this 15th day of November, A.D. 1990.

APPROVED this 15th day of November, A.D. 1990

  
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Mayor of the City of Thompsons, Texas

ATTEST:

  
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City Secretary

CITY OF THOMPSONS                      ORDINANCE 72

AN ORDINANCE RELATING TO RATES TO BE CHARGED BY HOUSTON LIGHTING AND POWER COMPANY FOR ELECTRIC UTILITY SERVICE WITHIN THE CORPORATE LIMITS OF THE CITY OF THOMPSONS, TEXAS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; PROVIDING FOR A REPEALER AND FOR SEVERABILITY AND DECLARING AN EMERGENCY.

WHEREAS, on November 9, 1990, Houston Lighting & Power Company, (the "Company") filed with the City of Thompsons a Statement of Intent and Petition of Authority to Change Rates relating to electric utility service, and proper notice thereof was duly given; and

WHEREAS, by Ordinance No. 71, the City Council suspended the effective date of such proposed rate increase for Step One until March 18, 1991 and Council suspended the effective date of the proposed rate increase for Step Two until October 31, 1991; and

WHEREAS, the City Council, having considered the Company's rate increase at a public hearing for which proper notice was duly given, finds that such request is excessive; and

WHEREAS, the City Council having original jurisdiction over the matter finds that a lesser increase in rates should be prescribed for the Company; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF THOMPSONS, Texas:

Section 1. The City Council of the City of Thompsons hereby finds the requested rate of the Company to be excessive.

Section 2. The City Council hereby denies the requested schedule of rates of the Company.

Section 3. The City has original jurisdiction over this

case pursuant to Section 43 of the Public Utility Regulatory Act.

Section 4. The City Council hereby authorizes and directs the City Secretary to serve the Company with a certified copy of this ordinance which is the final determination and order of the City.

Section 5. Nothing contained in this Ordinance shall be construed now or hereafter as limiting or modifying, in any manner, the right and power of the City under the law to regulate the rates and charges of the Company.

Section 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. Pursuant to City of Thompsons' Resolution No. 81 Authorizing the City to Participate in the Coalition of Cities and Authorizing the City Attorney of the City of Houston to Represent the Coalition of Cities in the Settlement of Electric Rates for the Company, the City Council hereby authorizes the Attorney for the Coalition of Cities or his designees to represent the City and its citizens in any and all matters in connection with any such agreement or in any appeal and to take any and all actions necessary and incidental thereto and to the resolution of the matters subject to any such agreement or any appeal, and all as may be in the best interests of the City.

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 the other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion

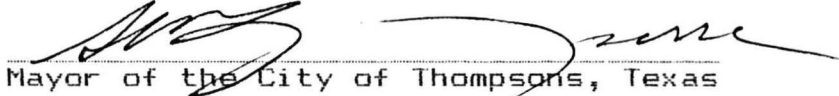
hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any portion hereof, and all provisions of this Ordinance are declared to be severable for this purpose.

Section 9. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council 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 the Open Meetings Law TEX.REV.CIA.STAT.ANN art.6252-17 (Vernon Supp.1990); 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 City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 10. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on its introduction, this 21st day of February, 1991, and shall take effect immediately upon its passage and approval by the Mayor.

PASSED AND ADOPTED this 21st day of February, 1991.

APPROVED this 21st day of February, 1991.

  
Mayor of the City of Thompsons, Texas

ATTEST:

  
Catherine Johnson  
City Secretary

**AN ORDINANCE APPROVING THE SETTLEMENT AGREEMENT FILED WITH THE PUBLIC UTILITY COMMISSION ON FEBRUARY 27, 1991 AND AUTHORIZING THE CITY OF THOMPSONS TO BECOME A SIGNATORY TO THE SETTLEMENT AGREEMENT FILED WITH THE PUBLIC UTILITY COMMISSION IN THE HOUSTON LIGHTING & POWER RATE INCREASE REQUEST; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.**

\* \* \* \*

WHEREAS, on November 9, 1990, Houston Lighting & Power Company (the "company") filed with the City of Thompsons a Statement of Intent and Petition for Authority to Change Rates relating to electric utility service, and proper notice thereof was duly given; and

WHEREAS, by Ordinance No. 71, the City Council suspended the effective date of such proposed rate increase for Step One until March 18, 1991 and Council suspended the effective date of the proposed rate increase for Step Two until October 31, 1991; and

WHEREAS, on February 21, 1991, the City Council passed Ordinance No. 72 relating to rates to be charged by Houston Lighting & Power Company for electric utility service within the corporate limits of the City of Thompsons, Texas; and

WHEREAS, after intense negotiations with other intervenors, PUC staff, and HL&P, a settlement of the issues raised in the case has been achieved which is essentially the same as adopted by Council in Ordinance. 72; and

WHEREAS, a Settlement Agreement was filed with the Public Utility Commission on February 27, 1991; NOW, THEREFORE,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF THOMPSONS:**

Section 1. The City Council of the City of Thompsons hereby finds the Settlement Agreement to be reasonable and in the best interest of the City.

Section 2. The City Council hereby approves and adopts the "Settlement Agreement" attached hereto as Exhibit "A" and incorporated herein for all purposes.

Section 3. The City Council hereby recommends that the Public Utility Commission adopt the Settlement Agreement.

Section 4. The City Council hereby authorizes the City of Thompsons to become a signatory to the Settlement Agreement.

Section 5. The City Council hereby authorizes and directs the City Secretary to serve the Company with a certified copy of this ordinance.

Section 6. Nothing contained in this Ordinance shall be construed now or hereafter as limiting or modifying, in any manner, the right and power of the City under the law to regulate the rates and charges of the Company.

Section 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict only.

Section 8. In the event that the Public Utility Commission does not adopt this Settlement Agreement setting electric rates for the Company, the City Council hereby authorized the City Attorney or his designees to represent the City and its citizens in any and all matters in connection with Docket 9850 and to take any and all actions necessary and incidental thereto and to the resolution of such matters, all as may be in the best interests of the City.

Section 9. 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 the other persons or sets of circumstances shall not be affected thereby, it being the intent of the City council 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 portion hereof, and all provisions of this Ordinance are declared to be severable for this purpose.


Section 10. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council 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 the Open Meetings Law, TEX.REV.CIV.STAT.ANN. art. 6252-17 (Vernon Supp. 1991); 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 City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 11. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor.

PASSED AND ADOPTED this 18 day of April, 1991.

APPROVED this 18 day of April, 1991.

  
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Mayor of the City of Thompsons

  
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City Secretary

ORDINANCE NO. 74

AN ORDINANCE REPEALING ORDINANCE NO. 70 THAT WOULD HAVE REQUIRED ALL WRITE-IN CANDIDATES FOR ELECTION TO CITY OFFICE TO FILE A DECLARATION OF WRITE-IN CANDIDACY WITH THE CITY SECRETARY THIRTY (30) DAYS PRIOR TO ELECTION DAY

WHEREAS, an opinion has been issued by John Hannah, Jr, Secretary of State that home rule cities, either by charter amendment or by ordinance, may require write-in candidates to file a declaration of write-in candidacy before votes for them may be counted, general law cities do not have the authority to require write-in candidates to file a declaration of write-in candidacy: and

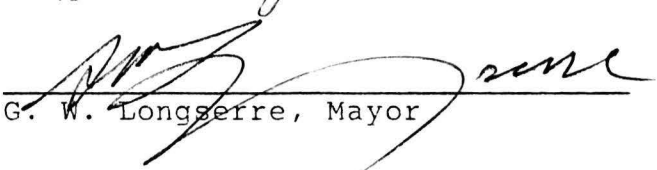
WHEREAS, the Secretary of State is the chief election officer of the State of Texas,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF THOMPSONS, TEXAS that the Town of Thompsons, a General Law City, in agreement with Election Law Opinion JH-1, repeal Ordinance No. 70 that would have required all write-in candidates for election to city office to file a declaration of write-in candidacy with the city secretary thirty (30) days prior to election day.

All ordinances or parts of ordinances in conflict herewith are repealed to the extent of their conflict only.

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

PASSED AND APPROVED this the 18th day of April, 1991.

  
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G. W. Longserre, Mayor

ATTEST:

  
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Colleene Johnson  
City Secretary

TOWN OF THOMPSONS ORDINANCE NO. 75

AN ORDINANCE REVOKING SUSPENSION OF THE OBLIGATION OF HOUSTON LIGHTING & POWER COMPANY TO MAKE FRANCHISE FEE PAYMENTS TO THE TOWN OF THOMPSONS, RESERVING THE RIGHT TO REINSTATE SUCH SUSPENSION ON REASONABLE ADVANCE NOTICE TO HOUSTON LIGHTING & POWER COMPANY, REPEALING ALL ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT, PROVIDING FOR ACCEPTANCE BY HOUSTON LIGHTING & POWER COMPANY, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, by Ordinance No. 3 dated May 24, 1979 (hereinafter) the "Franchise Ordinance"), the Town of Thompsons, Texas (hereinafter the "Town") granted to Houston Lighting & Power Company (hereinafter "HL&P"), inter alia, the right, privilege and franchise to conduct within the Town an electrical lighting and power business; and

WHEREAS, in consideration of the rights and privileges granted HL&P by the Town in the Franchise Ordinance HL&P agreed to pay to the Town an annual franchise fee; and

WHEREAS, by Ordinance No. 59 dated January 21, 1988 the Town indefinitely suspended the collection of the annual franchise fee; and

WHEREAS, the Town desires to recommence payment of the annual franchise fee from HL&P:

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

Section 1. That for the period commencing with HL&P's applicable 1991 billing month, the franchise fee payments provided for in Section 7 of the Franchise Ordinance be collected by the Town.

Section 2. That all other terms and conditions of the Franchise Ordinance shall continue in full force and effect unmodified by the terms hereof.

Section 3. That the Town expressly reserves the right to revoke the franchise fee payment granted under Section 1 hereof.

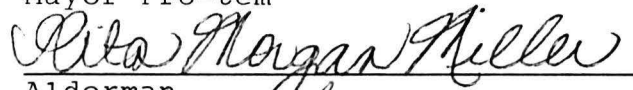
Section 4. That this Ordinance is contingent upon HL&P's written acceptance of same within thirty (30) days from its passage and approval.

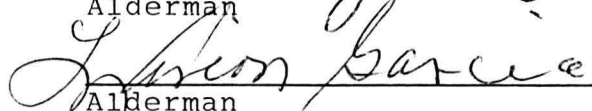
Section 5. That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6. That this Ordinance shall be effective upon final passage and publication, and upon acceptance by HL&P.

PASSED AND APPROVED this 16th day of May, 1991.

  
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Mayor Pro-tem

  
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Alderman

  
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Alderman

  
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Alderman

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Alderman

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Alderman


ATTEST:

  
\_\_\_\_\_  
Town Secretary

STATE OF TEXAS           \*  
                                  \*  
COUNTY OF FORT BEND    \*

I, Colleene Johnson, the duly appointed, qualified and acting Secretary of the Town of Thompsons, Texas, hereby certify that the above and foregoing ordinance of the Town of Thompsons was passed at a regular meeting of the Board of Aldermen of the Town of Thompsons held on the 16th day of May, 1991; that written notice of the date, hour, place and subject of said meeting was posted for at least 72 hours preceding the scheduled time of said meeting on a bulletin board located in a place in the Town Hall which is convenient and readily accessible to the general public at all times; that the Mayor Pro-tem, FREDDIE NEWSOME, and Aldermen RICHARD SELLEN, RITA MILLER, MARLION GARCIA and \_\_\_\_\_ were present at said meeting and acted as the Board throughout; that said ordinance has been approved by the Mayor Pro-tem and is duly attested by the Secretary; and that the same has been duly engrossed and enrolled in the records of the Town of Thompsons, Texas.

EXECUTED under my hand and the official seal of the Town of Thompsons, Texas, this 16th day of May, 1991.

  
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Town Secretary of  
the Town of Thompsons, Texas

TOWN OF THOMPSONS

ORDINANCE #76

AN ORDINANCE PROVIDING FOR NOTICE TO THE BOARD OF ALDERMEN OF PROPERTY DAMAGE, PERSONAL INJURY AND DEATH; PROVIDING THE TIME AND LOCATION WHERE SUCH NOTICE IS TO BE GIVEN; PROVIDING THAT SUCH NOTICE MAY NOT BE WAIVED; AND PROVIDING THAT THE TIMELY FILING OF NOTICE OF ANY CLAIM AND REFUSAL OF SAME BY THE BOARD OF ALDERMEN IS A CONDITION PRECEDENT TO THE INSTITUTION OF ANY SUIT; PROVIDING FOR VERIFICATION OF THE NOTICE OF CLAIM; AND PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, the Board of Aldermen is the ultimate repository of authority of the City; and

WHEREAS, the Board of Aldermen has the management and control of the finances, properties, and the contractual obligations and the policies of the City, and

WHEREAS, in the course of providing the many services to its citizenry, claims in the nature of the contract, tort, property damage, personal injury, wrongful death, and equitable relief may from time to time arise; and

WHEREAS, it is in the best interest of the City, the citizenry, and the claimants that the Board of Aldermen be expeditiously informed of the details of such claims; and

WHEREAS, an expeditious opportunity for the Board of Aldermen to review and consider the validity of said claims can allow for resolution without resort being made to the already overburdened judiciary; and

WHEREAS, in order to realistically assess the merits of any claim presented to it, the Board of Aldermen is in need of current, accurate factual documentation from those asserting such claims:

NOW THEREFORE, BE IT ORDAINED THAT:

SECTION 1

The Town of Thompsons shall never be liable for any claim for property damage or for personal injury, whether such personal injury results in death or not, unless the person damaged or injured, or someone in his behalf, or in the event the injury results in death, the person or persons who may have a cause of action under the law by reason of such death or injury, shall, within sixty (60) days or within six (6) months for good cause shown from the date the damage or injury was received, give notice in writing to the Mayor and the Board of Aldermen of the following facts:

- A. The date and time when the injury occurred and the place where the injured person or property was at the time when the injury was received.
- B. The nature of the damage or injury sustained.
- C. The apparent extent of the damage or injury sustained.
- D. A specific and detailed statement of how and under what circumstances the damage or injury occurred.
- E. The amount for which each claimants will settle.
- F. The actual place of residence of each claimant by street, number, city and state on the date the claim is presented.
- G. In the case of personal injury or death, the names and addresses of all persons who, according to the knowledge or information of the claimant witnessed the happening of the injury of any part thereof and the names of the doctors, if any, to whose care the injured person is committed.

H. In the case of property damage, the location of the damaged property at the time the claim was submitted along with the names and addresses of all persons who witnessed the happening of the damage or any part thereof.

#### SECTION 2

No suit of any nature whatsoever shall be instituted or maintained against the Town of Thompsons unless the plaintiff therein shall ever prove that previous to the filing of the original petition the plaintiff applied to the Board of Aldermen for redress, satisfaction, compensation, or relief, as the case may be, and that the same was by vote of the Board of Aldermen refused.

#### SECTION 3

All notices required by this ordinance shall be effectuated by serving them upon the City Secretary at the following location: 134 Oil Field Road, Thompsons, Texas 77481, and all such notices shall be effective only when actually received in the office of the person named above.

#### SECTION 4

The above written notice requirements shall be waived if the Town has actual knowledge of death, injury or property damage likely to result in a claim against the Town. The Town shall not be deemed to have actual knowledge unless that knowledge is attributable to an appropriate Town Official whose job duties include the authority to investigate and/or settle calaims against the Town.

SECTION 5

The written notice required under this ordinance shall be sworn to by the person claiming the damage or injuries or by someone authorized by him to do so on his behalf. Failure to swear to the notice as required herein shall not render the notice fatally defective, but failure to so verify the notice may be considered by the Board of Aldermen as a factor relating to the truth of the allegations and to the weight to be given to the allegations contained therein.

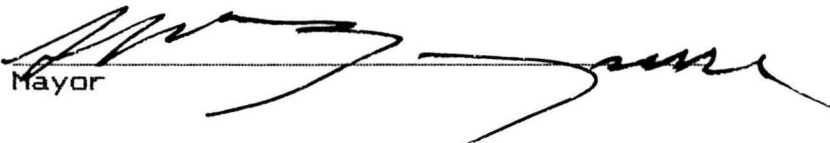
SECTION 6

If any provision of this ordinance or the application hereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without defeating the purpose or objective of the provisions, and to this end, the provisions of this ordinance are declared to be severable.

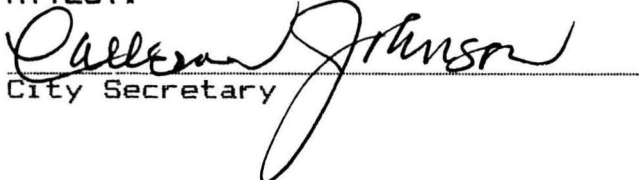
SECTION 7

WHEREAS, an emergency is apparent for the immediate preservation of order and good government that requires this ordinance to become effective at once; therefore, upon passage of this ordinance by a favorable vote of the Board of Aldermen, it shall be effective from and after the date of its passage.

PASSED AND APPROVED this 15th day of August, 1991.

  
Mayor

ATTEST:

  
City Secretary

ORDINANCE NO. 77

AN ORDINANCE OF THE TOWN OF THOMPSONS, TEXAS, APPROVING A PROPOSED INDUSTRIAL DISTRICT AGREEMENT BETWEEN THE TOWN OF THOMPSONS AND HOUSTON LIGHTING & POWER COMPANY; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AND DELIVER AND THE TOWN SECRETARY TO ATTEST SAID INDUSTRIAL DISTRICT AGREEMENT; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to such legislative enactment and in the interest of further cooperation with industry and the economic enhancement of the Town of Thompsons, the Board of Aldermen of the Town of Thompsons adopted Ordinance No. 32 on the 17th day of October, 1985, designating a part of the extraterritorial jurisdiction of the Town of Thompsons as an industrial district known as Thompsons Industrial District No. 1; and

WHEREAS, Houston Lighting & Power Company owns properties located within Thompsons Industrial District No. 1; and

WHEREAS, the Town of Thompsons and Houston Lighting & Power Company desire to enter into an industrial district agreement;

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

Section 1. That the proposed industrial district agreement between the Town of Thompsons, Texas, and Houston Lighting & Power Company, a copy of which is attached hereto and made a part hereof as Exhibit "A", is hereby approved.

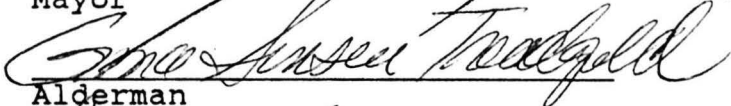
Section 2. The Mayor is hereby authorized and directed to execute and deliver, and the Town Secretary to attest, the above-described industrial district agreement with Houston Lighting & Power Company on behalf of the Town of Thompsons, Texas.


Section 3. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of their conflict only.

Section 4. This ordinance shall take effect and be in force from and after its passage and approval.

Passed and approved this the 21<sup>st</sup> day of November, 1991.

  
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Mayor

  
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Alderman

  
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Alderman

ATTEST:

  
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TOWN SECRETARY

THE STATE OF TEXAS  
COUNTY OF FORT BEND

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I, COLLEENE JOHNSON, the duly appointed, qualified and acting Secretary of the Town of Thompsons, Texas, hereby certify that the above and foregoing ordinance of the Town of Thompsons was passed at a regular meeting of the Board of Aldermen of the Town of Thompsons held on the 21<sup>ST</sup> day of November, 1991; that written notice of the date, hour, place and subject of said meeting was posted for at least 72 hours preceding the scheduled time of said meeting on a bulletin board located in a place in the city hall which is convenient and readily accessible to the general public at all times; that the Mayor, G. W. Longserre, and Aldermen GINA TREADGOLD, FREDDIE NEWSOME, RITA MILLER, MARION GARCIA and RICHARD SELLEH were present at said meeting and acted as the Board throughout; that said ordinance has been approved by the Mayor and is duly attested by the Secretary; and that the same has been duly engrossed and enrolled in the records of the Town of Thompsons, Texas.

EXECUTED under my hand and the official seal of the Town of Thompsons, Texas, this 21<sup>ST</sup> day of November, 1991.

Colleen Johnson  
SECRETARY  
OF THE TOWN OF THOMPSONS, TEXAS

WP007.36

Exhibit "A"

**INDUSTRIAL DISTRICT AGREEMENT BETWEEN  
HOUSTON LIGHTING & POWER COMPANY  
AND  
THE TOWN OF THOMPSONS, TEXAS**

This Industrial District Agreement ("Agreement") is made and entered into by and between the TOWN OF THOMPSONS, TEXAS, a municipal corporation in Fort Bend County, Texas ("Thompsons" or "the Town"), and HOUSTON LIGHTING & POWER COMPANY, a Texas corporation ("HL&P" or "the Company").

**W I T N E S S E T H :**

**WHEREAS**, Thompsons has determined that it is in the best interest of the Town and its citizens to adopt such reasonable measures from time to time as are permitted by law and which will tend to enhance the economic stability, well-being and advancement of its residents, present and future, and growth of the Town and its environs in a reasonable and controlled manner by attracting the location of new residents and industries and the expansion of existing and future industries therein; and

**WHEREAS**, the Texas Legislature has adopted Texas . Local Government Code, Section 42.044, as amended from time to time, which provides for the creation of industrial districts within the extraterritorial jurisdiction of cities, towns and villages in the State of Texas; and

Industrial District Agreement - 2

**WHEREAS**, pursuant to the above-referenced statutory provision and in the interest of enhancing the economic stability and growth of the Town and its environs Thompsons enacted Ordinance No. 32, dated the 17th day of October, 1985, designating a part of its extraterritorial jurisdiction as an industrial district known as Thompsons Industrial District No. 1; and

**WHEREAS**, HL&P is the owner of a certain tract of land, more particularly described in Appendix A attached hereto and incorporated herein for all purposes, which tract is included in the Thompsons Industrial District No. 1 and upon which tract the Company has constructed and may in future years expand, remodel, or repair (but not limited thereto) an industrial plant(s) (embracing in general the Company's W. A. Parish Electric Generating Station); and

**WHEREAS**, the Town and HL&P have previously entered into an industrial district agreement the term of which expires December 31, 1991 guaranteeing the continuation of the extraterritorial jurisdiction of the district, providing immunity from annexation and containing other terms and conditions mutually agreeable to the parties; and

**WHEREAS**, the Town desires to enter into this new industrial district agreement with the Company pursuant to Ordinance No. 77, dated the 21<sup>st</sup> day of November, 1991, renewing and extending the present industrial district agreement on the terms and conditions provided for herein;

**NOW THEREFORE**, in consideration of the premises and the mutual agreements of the parties contained herein and pursuant to the authority granted under Section 42.044 of the Texas Local Government Code and the Ordinances of the Town referred to above, the Company and the Town hereby agree as follows:

Section 1. Thompsons hereby covenants, agrees and guarantees that all of 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 shall continue and retain (as to all of the above) its extraterritorial status as an industrial district and it (all of the above) 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, by-law, 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

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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 the Company or any of its affiliates within Thompsons Industrial District No. 1.

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 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) The Company hereby covenants and agrees to pay to Thompsons an obligatory annual industrial district payment as follows:

1. Pay on or before December 31, 1992	\$315,000
2. Pay on or before December 31, 1993	\$332,500
3. Pay on or before December 31, 1994	\$350,000
4. Pay on or before December 31, 1995	\$367,500
5. Pay on or before December 31, 1996	\$385,000
6. Pay on or before December 31, 1997	\$402,500
7. Pay on or before December 31, 1998	<u>\$420,000</u>
Total	\$2,572,500

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(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 area described in Appendix A attached hereto and incorporated herein for all purposes, 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 as of January 1, 1992 and shall continue in effect thereafter until December 31, 1998, 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 and hereby express their belief that industrial district agreements 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 and the Company and encourage future Boards of Aldermen, upon request of the Company or its 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 be then 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 this Agreement, (a) any other municipality should institute proceedings under applicable local, state or federal statutes, rules 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, or (b) the creation of any new municipality should be attempted under applicable local, state or federal statutes, rules or regulations so as to include within its limits such land or property, or (c) any other municipality should institute proceedings under applicable local, state or federal statutes, rules or regulations to include within its extraterritorial jurisdiction such land or property, or (d) 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 any ordinance enacted by the Town relating in any way to this Agreement, the Town shall, with the cooperation of the Company and attorneys employed or retained by the Company, seek injunctive relief against any such annexation, incorporation, extension or challenge, 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

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injunctive relief or take any other legal steps if such annexation, incorporation, extension or challenge is in the best interest of the Company's ratepayers. Until judgment setting aside such annexation, incorporation, extension or challenge becomes final beyond further appeal, the Company may, at its option, suspend its annual industrial district payment obligations hereunder; provided, however, should the Company elect to suspend its annual industrial district payment obligations such suspended payments shall thereafter bear interest at the prime rate announced from time to time by Texas Commerce Bank, N.A., Houston, Texas, 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 or challenge becomes final beyond further appeal, the Company shall (a) resume making its annual industrial district payments as provided herein and (b) pay to Town any payments suspended pursuant to this Section. Should the Town refuse or fail to comply with its obligations 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 or challenge, 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;

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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 or challenge 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 hereto 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 as Thompsons Industrial District No. 1, 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 corporation five percent (5%) or more of the voting securities of which is owned or controlled, directly or indirectly, by any person or corporation that owns or controls, directly or indirectly, five percent (5%) or more of the voting securities of the Company and (b) any corporation five percent (5%) or more of the voting securities of which is owned or controlled, directly or indirectly, by the Company. Any reference in this Agreement to any "land" or "improvements" or "property" of the Company shall mean all land and

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all other real, personal, or mixed property located thereon now owned, used, occupied, leased, rented or possessed by the Company or any affiliate of the Company within Thompsons Industrial District No. 1, and all land and 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.

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 hereinabove described, provided no disposal by Company, however accomplished, shall relieve 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 changed by statutory or regulatory changes (including, without limitation, legislative, administrative or judicial changes, interpretations or reinterpretations, whether involving

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HL&P'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 this 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 21st day of November, 1991.

ATTEST:

Mitchell H. Damm  
Assistant Secretary

HOUSTON LIGHTING & POWER COMPANY

By: Stephen W. Naeve  
Name: Stephen W. Naeve  
Title: Vice President  
Corporate Planning &  
Treasurer

ATTEST:

Carleene Johnson  
Town Secretary

TOWN OF THOMPSONS, TEXAS

By: G. W. Longserre  
Name: Honorable G. W. Longserre  
Title: Mayor

FLOOD DAMAGE PREVENTION ORDINANCE No. 78

ARTICLE I

STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS

SECTION A. STATUTORY AUTHORIZATION

The Legislature of the State of Texas has in (statutes) 60.311 et seq. delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the Board of Aldermen (governing body) of Thompsons, Texas, does ordain as (local unit) (State) 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 hazards 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.

**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.

**AREA OF SHALLOW FLOODING** - means a designated AO, AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a one percent chance or greater annual chance of flooding to an average depth of one to three 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 one 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 ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AE, AH, AO, A1-99, VO, V1-30, VE or V.

**BASE FLOOD** - means the flood having a one percent chance of being equalled or exceeded in any given year.

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

**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 in 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.

**ELEVATED BUILDING** - means a nonbasement building (i) built, in the case of a building in Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor, or in the case of a building in Zones V1-30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the floor of the water and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters. In the case of Zones V1-30, VE, or V, "elevated building" also includes a building otherwise meeting the definition of "elevated building," even though the lower area is enclosed by means of breakaway walls if the breakaway walls met the standards of Section 60.3(e)(5) of the National Flood Insurance Program regulations.

**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 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).

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

**FLOOD INSURANCE STUDY** - is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the Flood Boundary-Floodway Map.

**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 areas 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 (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.

**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:

(a) 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;

(b) 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;

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

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

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

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

**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 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. The term "manufactured home" does not include a "recreational vehicle".

**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.

**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.

**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.

**STRUCTURE** - means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

**SUBSTANTIAL DAMAGE** - means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

**SUBSTANTIAL IMPROVEMENT** - means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage", regardless of the actual repair work performed. 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 the local code enforcement official 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."

**VARIANCE** - is a grant of relief to a person from the requirement of this ordinance when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this ordinance. (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

The ordinance shall apply to all areas of special flood hazard with the jurisdiction of the Town of Thompsons  
(local unit)

##### 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 a scientific and engineering report entitled, "The Flood Insurance Study for Fort Bend County, " dated December 6, 1991 with accompanying Flood Insurance Rate Maps and Flood Boundary-Floodway Maps (FIRM and FBFM) 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 this ordinance.

##### 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.

##### 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 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 thereunder.

## ARTICLE 4

### ADMINISTRATION

#### SECTION A. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The Mayor, G. W. Longserre is hereby appointed the Floodplain Administrator to administer and implement the provisions of this ordinance and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management.

#### 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 proposed building site, 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 Texas Water Commission, 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 one foot, provided that the community first applies for a conditional FIRM revision through FEMA.

#### **SECTION C. PERMIT PROCEDURES**

(1) Application for a Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation 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. Additionally, the following information is required:

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 nonresidential structure shall be floodproofed;

c. A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing 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 (B)(1).

(2) Approval or denial of a Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:

a. The danger to life and property due to 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 costs 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 waters 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 proposed use;

j. The relationship of the proposed use to the comprehensive plan for that area.

#### **SECTION D. VARIANCE PROCEDURES**

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

(2) The Appeal Board shall hear and render judgement 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 one-half 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 one-half 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 whom 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 flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

(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.

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 to or above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in Article 4, Section C(1)a., is satisfied.

(2) **Nonresidential Construction** - new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to or above the base flood level or together with attendant utility and sanitary facilities, be 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 the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as 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 floodproofed shall be maintained by the Floodplain Administrator.

(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 having a total net area of not less than one 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 one 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. Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, 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. Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

c. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of paragraph (4) of this section be elevated so that either:

(i) the lowest floor of the manufactured home is at or above the base flood elevation, or

(ii) the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(5) **Recreational Vehicles -** Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either (i) be on the site for fewer than 180 consecutive days, (ii) be fully licensed and ready for highway use, or (iii) meet the permit requirements of Article 4, Section C(1), and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section. 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.

**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 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 base flood depths of 1 to 3 feet where a clearly defined channel does not exist and 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 above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified).

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

(i) have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified), or;

(ii) together with attendant utility and sanitary facilities be 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 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 (1)a., 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 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 applies for a conditional FIRM and floodway revision through FEMA.

I, COLLEEN JOHNSON, the duly appointed, qualified and acting Secretary of the Town of Thompsons, Texas, hereby certify that the above and foregoing ordinance of the Town of Thompsons was passed at a regular meeting of the Board of Aldermen of the Town of Thompsons held on the 23 day of JANUARY, 1992; that written notice of the date, hour, place and subject of said meeting was posted for at least 72 hours preceding the scheduled time of said meeting on a bulletin board located in a place in the city hall which is convenient and readily accessible to the general public at all times; that the Mayor, G.W. LONGSETTLE, and Aldermen FREDDIE NEWSON, RITA MILLEN, GINA TREFOGOLD, MARION GARCIA and RICHARD SELLEH were present at said meeting and acted as the Board throughout; that said ordinance has been approved by the Mayor and is duly attested by the Secretary; and that the same has been duly engrossed and enrolled in the records of the Town of Thompsons, Texas.

EXECUTED under my hand and the official seal of the Town of Thompsons, Texas, this 23 day of JANUARY, 1992.

Colleen Johnson  
SECRETARY

CERTIFICATION

It is hereby found and declared by the Board of Alderman of the Town of Thompsons, Texas, that severe flooding has occurred in the past within its jurisdiction and will certainly occur within the future; that flooding is likely to result in infliction of serious personal injury or death, and is likely to result in substantial injury or destruction of property within its jurisdiction; in order to effectively comply with minimum standards for coverage under the National Flood Insurance Program, and in order to effectively remedy the situation described herein, it is necessary that this ordinance become effective immediately.

Therefore, an emergency is hereby declared to exist, and this ordinance, being necessary for the immediate preservation of the public peace, health and safety, shall be in full force and effect from and after its passage and approval.

PASSED and APPROVED this 23rd day of January, 1992.

  
MAYOR

ATTEST:

  
CITY SECRETARY

(SEAL)

ORDINANCE NO. 79

AMENDING AN ORDINANCE ESTABLISHING THE OFFICE OF  
SECRETARY-TREASURER

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

SECTION 1. That Ordinance No. 1, establishing the office of  
Secretary Treasurer be amended as follows:

SECTION 2. That the office of Secretary-Treasurer is hereby  
established and created.

SECTION 3. Any resident of the state of Texas shall be eligible  
to hold the office of Secretary-Treasurer.

SECTION 4. The Secretary-Treasurer shall be appointed by resolu-  
tion of the Board of Aldermen and shall serve at their pleasure  
until dismissed by them and his or her successor shall have been  
duly appointed. The Secretary-Treasurer shall, before entering  
upon the duties of office, take and subscribe the official oath.

SECTION 5. The Secretary-Treasurer shall receive such compensa-  
tion, if any, as the Board of Aldermen shall from time to time fix  
by resolution.

SECTION 6. The Secretary-Treasurer shall give bond in favor of  
the town in such amount, and in such form as the Board of Aldermen  
may require and fix by resolution, with sufficient security to be  
approved by the Board of Aldermen, conditioned for the faithful  
discharge of his or her duties, which shall be as follows, to-wit:

- a. He or she shall attend every meeting of the Board of  
Aldermen and keep accurate minutes of the proceedings  
thereof in a book to be provided for that purpose,  
and engross and enroll all laws, resolutions and  
ordinances of the Board of Aldermen, keep the corpo-  
rate seal, take charge of and preserve and keep in  
order all the books, records, papers, documents, and  
files of said board, countersign all commissions  
issued by the mayor, and keep a record or registry  
thereof, and make out all notices required under any  
regulation or ordinance of the town. He or she shall  
be the general accountant of the corporation, and  
shall keep in books regular accounts of the receipts  
and disbursements for the town, and separately,  
under proper heads, each cause of receipt and dis-  
bursement, and also accounts with each person  
including officers who have money transactions with  
the town, crediting accounts allowed by proper  
authority and specifying the particular transaction  
to which such entries apply. He or she shall keep a

register of bonds and bills issued by the town, and all evidence of debt due and payable to it, noting the particulars thereof, and all facts connected therewith, as they occur. He or she shall carefully keep all contracts made by the Board of Aldermen; and shall perform all such other duties as may be required by law, ordinance, resolution or Order of the Board of Aldermen.


- b. He or she shall receive and securely keep all moneys belonging to the town, and make all payments for the same upon the order of the mayor attested under the seal of the corporation. No order shall be paid unless the said order shall show upon its face that the Board of Aldermen has directed its issuance, and for what purpose. He or she shall render a full and correct statement of receipts and payments to the Board of Aldermen at their first regular meeting in every quarter and whensoever, at other times, he or she may be required by them to do so. He or she shall do and perform such other acts and duties as the Board of Aldermen may require.

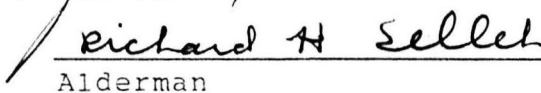
SECTION 7. It is intended that the duties and functions of the offices of Secretary and Treasurer as prescribed by general law be combined in the office of Secretary-Treasurer hereby established and created. To effectuate and accomodate such intention, the Secretary-Treasurer may, when convenience, necessity or the circumstance so requires, act officially in the capacity of either Secretary, Treasurer or Secretary-Treasurer.

SECTION 8. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.


SECTION 9. That this ordinance shall take effect and be in force from and after its passage, approval and adoption.

PASSED, APPROVED AND ADOPTED this the 7th day of May, 1992.

  
Alderman

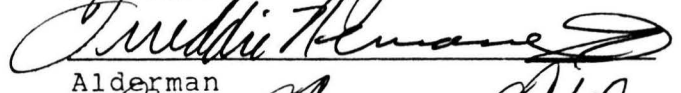
  
Alderman

ATTEST:

  
Secretary

  
Mayor

  
Alderman

  
Alderman

  
Alderman

ORDINANCE NO. 80

AMENDING AN ORDINANCE FIXING THE SALARY, FEES OF OFFICE  
AND COMPENSATION OF THE MAYOR, ALDERMEN, MARSHAL,  
SECRETARY-TREASURER AND DEPUTY SECRETARY-TREASURER

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

SECTION 1. That Ordinance No. 8, fixing the salary, fees of office and compensation of the Mayor, Aldermen, Marshal, Secretary-Treasurer and Deputy Secretary-Treasurer be amended as follows:

SECTION 2. That the Mayor, Aldermen and Marshal to be elected at the next annual election of officers to be held on April 5, 1980, shall receive no salary, fees of office or compensation as such during their respective terms of office.

SECTION 3. That the Secretary-Treasurer and Deputy Secretary-Treasurer to be appointed by the Board of Aldermen after their election at such next annual election of officers shall receive such compensation, if any, as the Board of Aldermen shall from time to time fix by resolution.

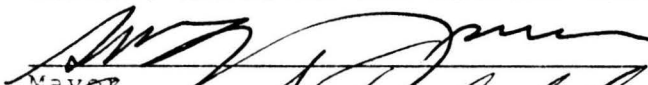
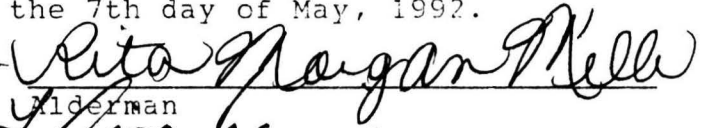
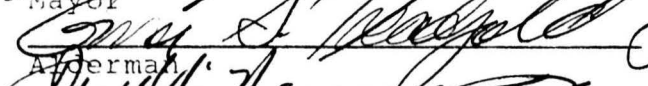
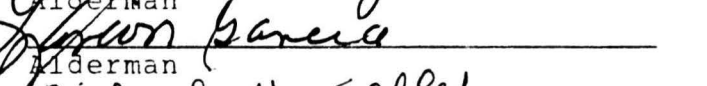

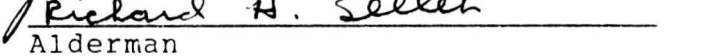
SECTION 4. That the Marshal to be elected at such next annual election of officers shall receive no official salary or compensation as such during his term of office but shall be entitled to receive his fees of office as prescribed by law.

SECTION 5. That the salary, fees of office and compensation so fixed by this ordinance shall not be changed during the respective terms for which the aforesaid officers (or their successors in office for the remainders of any such terms in the event a vacancy shall occur in any such office and be filled at a special election or by appointment) shall be elected or appointed.

SECTION 6. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

SECTION 7. That this ordinance shall take effect and be in force from and after its passage, approval and adoption.

PASSED, APPROVED AND ADOPTED this the 7th day of May, 1992.

 _____ Mayor	 _____ Alderman
 _____ Alderman	 _____ Alderman
 _____ Alderman	 _____ Alderman

ATTEST:

  
\_\_\_\_\_  
Secretary