

City of Alvin, Texas

Gabe Adame, Mayor

Meagan DeKeyzer, Mayor Pro-tem, District E
Martin Vela, District A
Chris Vaughn, District B
Richard Garivey, District C



Ashley Davis, District D
Keko Moore, At-Lg P1
Scott Salter, At-Lg P2

Alvin City Council Agenda Thursday, November 6, 2025

7:00 PM

(Council Chambers)

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

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

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Alvin, Texas, to be held on Thursday, **NOVEMBER 6, 2025**, at 7:00 PM in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATION

- A. Presentation of the Fall 2025 Alvin Upfront Citizens Academy Course Completion Certificates.

4. PUBLIC COMMENT

5. CONSENT AGENDA

- A. Consider approval of the October 16, 2025, City Council Workshop minutes.
- B. Consider approval of the October 16, 2025, City Council meeting minutes.
- C. Consider approval of the October 21, 2025, Joint City Council Workshop minutes.
- D. Consider the appointment of Crowe LLP as the City's auditing firm for the Fiscal Year ending September 30, 2025; and authorize the City Manager to sign the Auditor's Engagement Letter.
- E. Consider the purchase of a new, replacement chiller for the Recreation Center from The Brandt Companies, LLC, through the Choice Partners Cooperative purchasing network, in an amount not to exceed \$205,000.00 as included in the FY25-26 annual budget; and authorize the City Manager to sign related documents upon legal review.
- F. Consider the purchase of a new, replacement Air Handler Unit for the Recreation Center from The Brandt Companies, LLC, through the Choice Partners Cooperative purchasing network, in an amount not to exceed \$110,000, as included in the FY25-26 annual budget; and authorize the City Manager to sign related documents upon legal review.
- G. Consider the purchase of two new, replacement AAON brand air conditioning systems containing two air handler units and two condensing units for the Animal Adoption Center from The Brandt Companies, LLC, through the Choice Partners Cooperative purchasing

network, in an amount not to exceed \$185,000 as included in the FY25-26 annual budget, and authorize the City Manager to sign related documents upon legal review.

- H. Consider Ordinance No. 25-BB, amending Chapter 28, Comprehensive Fees, Water and Sewer, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of clarifying the wording related to the winter averaging methodology and the calculation timeline for single-family residential sewer rates; providing for publication; providing for severability; and setting forth other provisions related thereto.
- I. Acknowledge receipt of the Quarterly Investment Report as of September 30, 2025.

6. OTHER BUSINESS

- A. Consider Ordinance 25-CC, granting consent to the addition of approximately 32.79 acres of land to Brazoria County Municipal Utility District No. 48; approving additional consent conditions; making findings of fact; providing a severability clause; and providing an effective date.
- B. Consider Ordinance 25-DD, amending Chapter 24, Traffic, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending and altering the prima facie speed limit established for vehicles under the provisions of §545.356 of the Texas Transportation Code, upon the basis of a Texas Department of Transportation engineering and traffic investigation, upon certain streets and highways, or parts thereof, within the corporate city limits of the City of Alvin, as set out in this Ordinance; providing for a penalty; providing for a repealer clause and severability clause; providing for publication and an effective date; and setting forth other provisions related thereto.
- C. Consider Resolution 25-R-27, designating one representative and one alternate representative to the Houston-Galveston Area Council (H-GAC) General Assembly for 2026.
- D. Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

7. REPORTS FROM THE CITY MANAGER

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

8. ITEMS OF COMMUNITY INTEREST

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

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

9. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on **MONDAY November 3, 2025, at 4:00 p.m.**



/s/ Dixie Roberts
Dixie Roberts, City Secretary

Removal Date: _____

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



AGENDA COMMENTARY

Meeting Date: 11/6/2025

Department: City Secretary

Contact: Sara Cruz, Deputy City Secretary

Agenda Item: Presentation of the Fall 2025 Alvin Upfront Citizens Academy Course Completion Certificates.

Type of Item: Presentation

Summary: The following citizens took part in the 2025 Alvin Upfront Citizens Academy and will be recognized:

Madison Acevedo
Frank Allen
Robert Cardoza
Lloyd Cox
Joyce Cox
Alexandra Craig
Eric Dierdorff
Joseph Esparza
Keisha Heck
Lisa Heitman
Jordan Jones
Scarlett Klein
Lina Lozano
Norma Matzar
Carlos Ordonez
Cindy Ortega
Sara Ortiz
Dinah Palmer
Ivy Perkins
Irma Rubio
Julio Salazar
Evis Serrano
Elva Short
Millie Sierra
Craig Smee
John Stone
Andrea Torres
Leo Torres
Yvette Wang

Funding Expected: Revenue Expenditure N/A

Funding Account: _____ **Amount:** _____

Budgeted Item: Yes No N/A

1295 Form Required? Yes No

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

Finance Review Required: N/A Required **Date Completed:** _____

Supporting documents attached:

None

Recommendation: n/a

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: __

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Manager, if applicable: __

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
THURSDAY, OCTOBER 16, 2025
6:00 PM**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Workshop Session at 6:00 PM in the First Floor Conference Room at City Hall, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Meagan DeKeyzer; Council members: Ashley Davis, Richard Garivey, Keko Moore, Scott Salter, Chris Vaughn, and Martin Vela.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Chris Thomas, Director of Finance; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; Shelley Crist, Health Inspector; Brandon Moody, Director of Public Services; Paul Chavez, Economic Development Director; and Todd Arrendell, Police Captain.

WORKSHOP BUSINESS

Discuss food truck operations within the City of Alvin.

Council member Vaughn expressed interest in implementing restrictions on food trucks operating within the city limits. Discussion continued regarding recent state legislation affecting the regulation of food trucks. Council noted that House Bill 2844, passed during the most recent Texas Legislative session, preempts most municipal authority over mobile food units within the city's jurisdiction. The provisions of the bill are set to take effect on July 1, 2026.

Discuss the City's financial policy and practices governing the fund balance.

Council member Vela presented this item before City Council with explanation. Council Member Vela summarized his concerns regarding fund balances, including their relationship to reserve funds, emergency situations, and hazard insurance. Discussion continued regarding the City's current Fund Balance policy.

ADJOURNMENT

Mayor Adame adjourned the meeting at 6:50 p.m.

PASSED and APPROVED the 6th of November 2025.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL REGULAR MEETING
AND EXECUTIVE SESSION
THURSDAY, OCTOBER 16, 2025
7:00 PM**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular and Executive Sessions at 7:00 PM in the Council Chambers at City Hall, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Meagan DeKeyzer; Council members: Ashley Davis, Richard Garivey, Keko Moore, Scott Salter, Chris Vaughn, and Martin Vela.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Chris Thomas, Director of Finance; Michelle Nesrsta, Recreation Superintendent; Brandon Moody, Director of Public Services; Paul Chavez, Economic Development Director; and Todd Aredell, Police Captain.

INVOCATION AND PLEDGE OF ALLEGIANCE

Ray Jensen with Calvary Chapel Set for Life gave the invocation. Council member Moore led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

PRESENTATIONS

Proclamation - Municipal Court Week - November 3-7, 2025.

Mayor Adame proclaimed November 3-7, 2025, as Municipal Court Week and formally issued the proclamation to members of Court staff in attendance.

Municipal Court Departmental Update.

Sonya Cates, Municipal Court Administrator, and Municipal Court Judge Ghuneim, delivered the annual Municipal Court departmental update to Council.

PUBLIC COMMENT

There were no comments from the public.

CONSENT AGENDA

Consider approval of the October 2, 2025, City Council meeting minutes.

Call for public hearing for November 20, 2025, to hear comments regarding the draft Comprehensive Master Plan.

The draft Comprehensive Master Plan has been developed over the past year with significant public input through neighborhood meetings and open houses. A joint workshop of the City Council and Planning Commission will be held on October 21, 2025, to review the draft document, which will then be posted on the City's website for citizen review. A public hearing and presentation are scheduled for November 20, 2025, at which time Council will receive comments and consider final adoption of the Comprehensive Master Plan.

Acknowledge receipt of the 2024 Kendall Lakes Tax Increment Reinvestment Zone Number Two Annual Report.

The Kendall Lakes development has a Tax Increment Investment Zone (TIRZ) covering the entire development. A TIRZ is utilized by cities and developers as a way to fund infrastructure inside a development. A TIRZ issues bonds to cover the costs and is reimbursed by the ad valorem (property) taxes collected. Currently no bonds have been issued as the developer is covering infrastructure costs until sufficient development is on the ground to support bond financing. The TIRZ is governed by a board appointed by City Council. The Board works closely with staff and a Zone Administrator to conduct and record all business activity. The annual report shows the budget, revenues, expenditures, and development activity. The Board approved the report at their meeting held on September 10,

2025. The State of Texas requires the City Council to formally acknowledge receipt of the report and then staff will file all the necessary documentation with the State of Texas. Staff recommends acknowledging receipt of the 2024 Kendall Lakes TIRZ Report.

Consider Resolution 25-R-26, finding that the Veterans Day parade serves a public purpose for the City of Alvin, Texas; approving an agreement with the Texas Department of Transportation for the temporary closure of a portion of Business 35 (Gordon Street) from Adoue Street to Sealy Street for the November 11, 2025, Veterans Day parade; authorizing the Mayor to sign the Agreement; and setting forth other provisions related thereto.

The Texas Department of Transportation requires an agreement with the City of Alvin for the temporary closure of a portion of Gordon Street / Business 35 for the Veterans Day Parade. This Resolution supports the City's intention of temporarily closing a portion of Gordon Street for the parade. Staff recommends approval of Resolution 25-R-26.

Consider the purchase of a Rhino X 1808 mower from King Ranch Ag & Turf, through the BuyBoard cooperative purchasing network, in the amount of \$51,704.71; and authorize the City Manager to sign related documents upon legal review.

Funding for the purchase of the Batwing Mower was approved in the FY 2025-26 budget, and will provide the Parks Department with a tractor-mounted mower to maintain park grounds, including, but not limited to Briscoe Park, Disc Golf course, etc. Should City Council authorize the purchase of the requested mower, it will replace a 12+ year-old rotary mower that is constantly out of service due to mechanical issues. Staff recommends approval.

Consider the purchase of video surveillance with licensing and access controls for the Senior Center from DataVox through the Texas Department of Information Resources (DIR) Interlocal purchasing system, in the amount of \$99,035.12; and authorize the City Manager to sign related documents upon legal review.

Funding for this item was approved in the FY2026 General Capital Projects Fund budget. The Camera and Access control system will provide the following benefits at the Alvin Senior Center: Create a more secure environment by adding access controls and upgraded cameras to monitor movement and restrict sensitive areas within the Senior Center; 3-year subscription fee for 7 new cameras and takeover of 15 existing cameras; 3-year subscription fee for 11 new access-controlled doors with licenses; and Scalability, ease of integration, and reduced maintenance costs make it a sustainable solution for security needs. Staff recommends approval.

Consider an agreement with Square3, through Choice Partners Cooperative, to purchase Scale Computing hardware for a server infrastructure refresh in the amount of \$111,431.43; and authorize the City Manager to sign related documents upon legal review.

This item is part of the FY2026 Adopted Budget in the Information Technology Services Fund, which authorizes the refresh of the City's central server infrastructure — the backbone computer systems that store and process data for all departments. These servers support essential daily operations, including file storage and sharing, finance and utility billing, permitting and inspections, geographic information systems (GIS), and public safety applications. The City has a long-standing relationship with Square3, which has consistently provided reliable service and support for technology projects.

The current servers have been in place for 8 years, installed in 2017. As of September 24, 2024, they are no longer under manufacturer support. This increases the risk of outages and slows response times for staff. It also affects compliance with the FBI Criminal Justice Information Services (CJIS) security policy, a required compliance standard for the Police Department. The upgrade replaces aging equipment to improve reliability, increase processing speed, and reduce the risk of outages. Standardizing the hardware platform will also simplify maintenance, streamline security updates, and provide stronger vendor support. The purchase includes warranty and full support from Scale Computing. Staff recommends approval of this purchase.

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

OTHER BUSINESS

Consider Resolution 25-R-25, revising the Athletic Facilities Policy for the use of parks and recreation facilities; establishing an effective date; and setting forth other matters related thereto.

The Athletic Facilities Policy is designed to ensure all City facilities are utilized in a safe and efficient manner. The Policy provides priority use of athletic facilities for those associations requiring perpetual use and who provide recreational service(s) or meet a community need. Recommended changes to this policy occur as necessary and are the result of collaborative efforts between the Alvin Sport Associations (ASA), Parks and Recreation Board, and Parks Department staff. At the regular board meeting on September 2, 2025, the current Alvin Sport Associations, Park Staff and Park board members discussed changes to the Athletic Facilities Policy. The Parks Board recommended and unanimously approved the changes. Staff recommends approval of Resolution 25-R-25.

<i>Proposed Changes</i>	<i>Rationale</i>
<i>Add new section "Appeal Process"</i>	<i>Creating an appeal process for an organization whose Alvin Sport Association application was denied.</i>
<i>Creating a fee of \$250 per occurrence for an Alvin Sport Association caught subletting athletic fields</i>	<i>Prohibiting subletting was previously added into the policy. To deter this practice in the future, adding a fee is recommended.</i>
<i>Adding language, charging Alvin Sport Associations the daytime rate of \$35 per hour per field for any Alvin Sport Association was charged on a consistent basis reserving and not using athletic fields.</i>	<i>Higher demand for athletic field usage requires accurate scheduling from all Alvin Sport Associations. The practice of "block scheduling" by Alvin Sport Associations prevents maximizing field usage when otherwise available.</i>
<i>Exhibit A - **include new applicants**</i>	<i>List all applicants for Alvin Sport Association designation that have met the requirements outlined in the City of Alvin Athletic Facilities Policy for 2025-26.</i>

Michelle Nestrsta, Recreation Superintendent, presented this item before City Council with explanation. Council member Garivey inquired about the reasoning behind the revision to the policy language addressing the assessment of fees to athletic associations for fields that were scheduled but not utilized. Ms. Nestrsta explained that sports associations had been reserving athletic fields for extended periods without actual use either in an effort to secure sufficient field time for their programs or out of concern that field space might become unavailable later. She noted that this practice limited opportunities for other teams and the general public to utilize the fields. Council member Garivey noted that Little League associations, including their board members and parents, pay to use and maintain the athletic fields, and expressed concern that public use may result in field damage or inadequate upkeep. Ms. Nestrsta clarified that the associations are not charged by the City for field time they do not utilize. She further explained that sports associations are granted first right of refusal when scheduling field use; therefore, when the facilities are not in use by an association, they are available for public access.

Council member Garivey moved to approve Resolution 25-R-25, revising the Athletic Facilities Policy for the use of Parks and Recreational facilities; establishing an effective date; and setting forth other matters related thereto. Seconded by Council member Moore; motion carried with all members present voting Aye.

Consider Ordinance 25-AA, amending Chapter 28, Comprehensive Fee Ordinance, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending Parks and Recreation, Athletic Facilities (Sports Associations) fees; providing for an effective date; and setting forth other provisions related thereto.
This Ordinance adopts a fee into Chapter 28, Comprehensive Fee Ordinance of the Alvin Code of Ordinances related to the use of Athletic Facilities. All fees charged by the City must be included within Chapter 28. Resolution 25-R-25, updating the Athletic Facilities, was considered on the previous agenda item. The fee amendment as presented and adopted in said resolution has been included in Ordinance 25-AA as outlined below:

Athletic Facilities Policy

**Athletic facilities (sports associations):*

- Subletting – \$250 penalty per team per occurrence*
- Failure to utilize scheduled field time – (ability to charge) \$35 per hour (for habitual patterns)*

Michelle Nestrsta, Recreation Superintendent, presented this item before City Council with explanation.

Council member Garivey moved to approve Ordinance 25-AA, amending Chapter 28, Comprehensive Fee Ordinance, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending Parks and Recreation, Athletic Facilities (Sports Associations) fees; providing for an effective date; and setting forth other provisions related thereto. Seconded by Council member Moore; motion carried with all members present voting Aye.

Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

No items were requested by any Council members to be placed on the upcoming agenda.

REPORTS FROM THE CITY MANAGER

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

Mr. Junru Roland announced items of community interest; and he reviewed the preliminary list for the November 6, 2025, City Council Meeting.

ITEMS OF COMMUNITY INTEREST

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

Council member Vela thanked the Alvin Police Department for their efforts in assisting the homeless population.

Council member Salter extended thanks to everyone that attended the Fire/EMS Open House and noted that over 1,000 people attended.

Council member Davis reminded everyone of the Woolstock event at National Oak Park, scheduled for Saturday October 25th.

EXECUTIVE SESSION

Mayor Adame called for executive session at 7:50 p.m. in accordance with the following:

Section 551.87 (1) of the Local Government Code provides as follows: Deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations.

RECONVENE TO OPEN SESSION

Mayor Adame reconvened the meeting to open session at 8:23 p.m.

ADJOURNMENT

Mayor Adame adjourned the meeting at 8:24 p.m.

PASSED and APPROVED the 6th of November 2025.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL JOINT WORKSHOP MEETING
WITH THE PLANNING COMMISSION
TUESDAY, OCTOBER 21, 2025
6:00 PM**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Joint Workshop Session with the Planning Commission at 6:00 PM in the Council Chambers at City Hall, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem, Meagan DeKeyzer; and City Council members: Ashley Davis, Keko Moore, Scott Salter, and Martin Vela.

Planning Commission members present: Abrin Brooks, Adam Arendell, Scott Loy, Jason Jones and Samuel Washington.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; Shana Church, Assistant City Engineer; Sarah Gibbs, Engineering Executive Secretary; Brandon Moody, Director of Public Services; Paul Chavez, Economic Development Director; Todd Arendell, Police Captain.

WORKSHOP BUSINESS

Review of the 2025 Alvin Comprehensive Master Plan.

Discussion was held among City Council members, Planning Commission members, and City staff to review the draft 2025 Alvin Comprehensive Master Plan, prepared by Baxter & Woodman Consulting Engineers and presented by Cristin Emshoff of Baxter & Woodman, who also facilitated the meeting. The draft plan has also been presented to the Comprehensive Plan Committee for review and input. A public hearing and final adoption of the proposed document are scheduled for November 20, 2025.

ADJOURNMENT

Mayor Adame adjourned the meeting at 7:27 p.m.

PASSED and APPROVED the 6th of November 2025.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 11/6/2025

Department: Finance

Contact: Chris Thomas, Director of Finance

Agenda Item: Consider the appointment of Crowe LLP as the City’s auditing firm for the Fiscal Year ending September 30, 2025; and authorize the City Manager to sign the Auditor’s Engagement Letter.

Type of Item: Contract/Agreement

Summary: Chapter 103 of the Texas Local Government Code requires cities to have records and accounts audited, and an annual financial statement prepared based on that audit. Belt Harris Pechacek, LLP (BHP) has served as the City’s independent auditors since FY09. During FY24, the company merged with Crowe LLP, resulting in a firm with the same auditors but a different company name and more resources. Crowe is proposing a base estimated fee of \$64,966 for the City’s FY25 financial statement audit, with an additional single audit one program base fee (if required) of \$4,600 for basic procedures and \$6,025 for each major program. A fee of \$5,295 is proposed for any TIRZ-related audit work that may need to be undertaken.

A “single audit” is additional auditing procedures that are required if the City expends over \$1,000,000 of federal (grant) funds in a fiscal year. The City has spent ARPA funds throughout the current fiscal year, but most likely not enough to reach the new threshold that was enacted this fiscal year.

By engaging Crowe for FY25, the City retains an audit firm that is extremely knowledgeable about the City’s accounting and internal controls. Crowe’s prior Fiscal Year Engagement Fees (FY24) were base audit fee: \$61,289 and for a single audit basic procedure: \$4,491.

Staff recommends approval.

Funding Expected: Revenue Expenditure N/A **Budgeted Item:** Yes No N/A
Funding Account: 111-9001-00- **Amount:** _____ **1295 Form Required?** Yes No
3110 211-9002-
00-3110

Legal Review Required: N/A Required **Date Completed:** 11/3/2025 SLH
Finance Review Required: N/A Required **Date Completed:** CT 11/03/25

Supporting documents attached:

1. Auditor Engagement Letter

Recommendation: Move to approve the appointment of Crowe LLP as the City’s auditing firm for the Fiscal Year ending September 30, 2025; and authorize the City Manager to sign the Auditor’s Engagement Letter.

Reviewed by Department Head, if applicable: __
Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: X
Reviewed by City Manager, if applicable: X



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www.crowe.com

October 3, 2025

Mr. Junru Roland, City Manager
City of Alvin
216 West Sealy Street
Alvin, Texas 77511-2397

This letter agreement confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services, as more fully set forth herein (the "Services"), and the deliverables set forth herein (the "Deliverables") to City of Alvin ("you", "your" or "Client"). The attached Crowe Engagement Terms, and any attachments or addenda thereto, are an integral part of this letter agreement and are incorporated herein by reference (collectively, the letter agreement, Crowe Engagement Terms, and any attachments or addenda are defined as the "Agreement").

AUDIT SERVICES

Our Responsibilities

We will audit and report on the financial statements of the Client for the year ending September 30, 2025.

We will audit and report on the financial statements of the governmental activities, the business-type activities, each major fund, the aggregate remaining fund information, and the disclosures, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Client for the period indicated.

The component units will be audited as part of the audit of the financial statements of the Client as noted below:

1. Tax Increment Reinvestment Zone Number One: Blended, No Separate Financial Statements
2. Tax Increment Reinvestment Zone Number Two: Blended, No Separate Financial Statements
3. Tax Increment Reinvestment Zone Number Three: Blended, No Separate Financial Statements
4. Kendall Lakes TIRZ Redevelopment Authority: Blended, Separate Financial Statements

In addition to our report on the financial statements, we plan to evaluate the presentation of the following supplementary information in relation to the financial statements as a whole, and to report on whether this supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

- Schedule of Expenditures of Federal Awards
- Combining Statement(s) and Schedule(s)
- Budgetary Comparison Schedule(s)

In addition to our report on the financial statements, we also plan to perform specified procedures in order to describe in our report whether the following required supplementary information is presented in accordance with applicable guidelines. However, we will not express an opinion or provide any assurance on this information due to our limited procedures.

- Management's Discussion and Analysis
- Budgetary Comparison Schedule(s)
- Pension Schedule(s), as applicable
- OPEB Schedule(s), as applicable

The document will also include the following additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

- Introductory Section
- Statistical Section

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud, and that we report on the Schedule of Expenditures of Federal Awards (as noted above), and on your compliance with laws and regulations and on its internal controls as required for a Single Audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount that we believe would influence the judgment made by a reasonable user of these financial statements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. As required by the standards, we will maintain professional skepticism throughout the audit.

In making our risk assessments, we obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also

communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

As part of our audit, we will conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for a reasonable period of time.

We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to those charged with governance of the Client. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph or a separate section in the auditor's report, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Client's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.
- Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance -- The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

We will also perform tests of controls including testing underlying transactions, as required by the Uniform Guidance, to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of your major federal awards programs. We will determine major programs in accordance with the Uniform Guidance. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed. We will inform you of any non-reportable conditions or other matters involving internal control, if any, as required by the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

The Uniform Guidance requires that we plan and perform the audit to obtain reasonable assurance about whether you have complied with certain provisions of laws, regulations, contracts and grants. Our procedures will consist of the applicable procedures described in the United States Office of Management and Budget (OMB) Compliance Supplement for the types of compliance requirements that could have a

direct and material effect on each of your major programs. The purpose of our audit will be to express an opinion on your compliance with requirements applicable to major Federal award programs. Because an audit is designed to provide reasonable assurance, but not absolute assurance, the audit is not designed to detect immaterial violations or instances of noncompliance.

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

Although some professionals assigned to the engagement may have a Juris Doctor, an L.L.M., or other law degree, Crowe and its personnel do not practice law and have not been engaged to provide any legal advice. You acknowledge and agree that neither Crowe nor any of our personnel will be asked or engaged to provide any legal advice in providing any services to you.

The Client's Responsibilities

The Client's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved. Management has the responsibility to make Crowe aware of significant contractor relationships in which the contractor is responsible for program compliance. Client's management is responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that the auditor reports. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings, to establish and maintain a process for tracking the status of findings and recommendations, and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the

financial statements and to devise policies to ensure that the Client complies with applicable laws and regulations.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Monitoring independence includes monitoring affiliates and obtaining information about those entities. For the purpose of complying with applicable independence requirements, the Client agrees to provide Crowe, at least annually, a complete and accurate legal entity listing (e.g. component units included in the Client's financial statements), and a listing of other affiliated entities not included on the legal entity listing (e.g. joint ventures, jointly governed organizations, related organizations, and equity method investments). Crowe's independence may be impaired when an event occurs that impacts the Client's financial reporting entity. The financial reporting entity includes a primary government, organizations for which the primary government is financially accountable, and other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's basic financial statements to be misleading or incomplete. The Client is responsible for providing Crowe timely, advance notice of events impacting the financial reporting entity so that both parties may assess the impact, if any, of such event on independence. Such notice may include timely providing Crowe notice of any changes in financial accountability amongst the primary government and current and potential component units including changes in board appointment responsibilities, financial benefit/burden relationships, or fiscal dependence. In assessing the impact of such event on independence, the parties will take appropriate action, which may require us to terminate the engagement. In addition, an impairment that extends to engagements with affiliates may require us to terminate multiple engagements, including those that may not be specific to this engagement letter.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.

Management is responsible for the preparation of the required supplementary information identified above in accordance with the applicable guidelines. We will request from management certain written representations regarding management’s responsibilities in relation to the required supplementary information presented, including but not limited to whether it has been measured and presented in accordance with prescribed guidelines, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information.

At the conclusion of the engagement, it is management’s responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor’s reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty days after receipt of the auditor’s reports or nine months after the end of the audit period.

Management is responsible for report distribution responsibilities, including determining which officials or organizations will receive the report and making the report available to the public as applicable when the audit organization is responsible for report distribution.

OTHER SERVICES

Financial Statement Preparation

The Client will provide us with the necessary information to assist in the preparation of the draft financial statements including the notes thereto. We are relying on the Client to provide us with the detailed trial balance, note disclosure information and any other relevant report information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

Data Collection Form input services

We will provide assistance in completing sections of the Data Collection Form (DCF) relative to its federal award programs pursuant to the requirements of Section §200.512 of the Uniform Guidance that are promulgated to be completed by the Client. While we may provide this data entry service and assist you in satisfying your electronic data communication requirements to the Federal Audit Clearinghouse, the completeness and accuracy of this information remains the responsibility of your management.

With respect to the above other services, we will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. In connection with performing the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

FEES

Our fees are outlined below.

Description of Services	Fee Amount
Financial Statement Audit ACFR	\$64,966
Kendall Lakes TIRZ Redevelopment Authority	\$5,295
Single Audit – Basic Procedures	\$4,600
Single Audit – Per Major Program	\$6,025

We will invoice you as our services are rendered. Generally, 40 percent will be billed and payable upon

completion of interim audit procedures (normally one to four months before year end) and 60 percent during final fieldwork as work progresses. Accordingly, the fee will be split 40/60 between budget years.

Our invoices are due and payable upon receipt. Invoices that are not paid within thirty (30) days of receipt are subject to a monthly interest charge of one percent (1%) per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid thirty (30) days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork.

A federal single audit is required by the OMB's Uniform Guidance when federal funds over \$1,000,000 are expended. Federal single audit fees vary based on the number of major programs as defined by OMB. Accordingly, the federal single audit fee consists of a 'Federal Single Audit-Base Fee' to cover basic fixed amounts and the 'Federal Single Audit-Per Major Program Fee', which is the scalable portion dependent on the actual number of major programs. The number of major programs is established by OMB criteria. If a federal single audit is required, there will be at least one major program. Prior year federal single audit reports will help plan for the number of major programs, but they will vary from year to year based on the level of federal funding. Should you not exceed OMB's federal single audit threshold, a federal single audit will not be required. If you anticipate exceeding the federal single audit threshold, please contact us as far in advance as possible so that we can begin doing preliminary federal single audit work.

A state single audit is required when grant funds that originated from the State of Texas (this does not include federal monies passed through the State) over \$1,000,000 are expended. State single audit fees vary based on the number of major programs as defined by the State of Texas Single Audit Circular. The additional technical verbiage that is necessary when a state single audit is required is not included within this engagement letter, nor does the proposed engagement fee(s) include additional fees related to a state single audit. Should you exceed the state single audit thresholds, a new engagement letter will be required.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe work product.

Crowe will provide the Services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This Agreement reflects the entire agreement between the parties relating to the services (or any reports, Deliverables or other work product) covered by this Agreement. The engagement letter and any attachments or addenda hereto (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. No provision of this Agreement will be deemed waived, unless such waiver will be in writing and signed by the party against which the waiver is sought to be enforced. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this Agreement, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents

and will be deemed valid, binding and enforceable by and against all parties. This Agreement, including any claim, action or dispute arising out of or related in any way to this Agreement, the Services provided by Crowe or the parties' relationship generally, whether in contract, tort or otherwise, will be governed and construed in accordance with the laws of the State of Texas applicable to agreements made and wholly performed in that state, without giving effect to its conflict of laws rules to the extent those rules would require applying another jurisdiction's laws

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement are acceptable to you, please sign below and return one copy of this Agreement at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

City of Alvin

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October 3, 2025

ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions of this Agreement as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this engagement letter effective the date first written above

City of Alvin

Crowe LLP

Signature

DocuSigned by:
Stephanie Harris
6A4FB63810A34B5...

Signature

Printed Name

Stephanie Harris

Printed Name

Title

Partner

Title

Date

october 15, 2025

Date

Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

CLIENT'S ASSISTANCE – For Crowe to provide Services effectively and efficiently, Client agrees to timely provide Crowe with information requested and to make available to Crowe any personnel, systems, premises, records, data, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed by the parties. Client agrees Crowe will have no responsibility for any delays in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is or becomes aware.

PROFESSIONAL STANDARDS – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement or this Agreement in whole or in part.

REPORTS – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

CONFIDENTIALITY – Except as otherwise permitted by this Agreement or as agreed in writing by the parties, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client's use of any Crowe Work Product (as defined below) will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes publicly available other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

CLIENT-REQUIRED CLOUD USAGE – If Client requests that Crowe access information on a third-party cloud-based system including, without limitation iCloud, Dropbox, Google Docs, Google Drive (collectively, "Cloud Storage"), Client shall ensure that Client or such third-party is in compliance with all applicable laws, protecting the information in the Cloud Storage from any unauthorized access, including without limitation, unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third parties.

DATA PROTECTION – Client may transfer information that can be linked to specific individuals who are Client's personnel or customers ("Personal Data") if such information is necessary to provide the Services. Crowe will process Personal Data as authorized by Client and permitted by applicable law. Client warrants (i) that it has the authority to provide the Personal Data to Crowe in connection with the

Services, and (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law. To the extent Crowe processes Personal Data, Crowe will process such information in accordance with the Data Processing Addendum located at <https://www.crowe.com/dpa>.

EMAIL ENCRYPTION – Crowe and Client will each allow opportunistic TLS encryption to provide for secure email communication, and each party will notify the other in writing if it deactivates opportunistic TLS encryption. If Client fails to allow opportunistic TLS encryption, Client agrees that each party may use unencrypted electronic media to correspond or transmit information, and Client further agrees that such use of unencrypted media will not in itself constitute a breach of any confidentiality or other obligation relating to this Agreement. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

INTELLECTUAL PROPERTY – Any Deliverables, works, inventions, working papers, output and all other work product conceived, made or created by or on behalf of Crowe through or in connection with the Services under this Agreement (“Work Product”), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Upon full payment by Client, Crowe grants to Client a non-exclusive license to use for its business purposes any Deliverables, including any other Work Product incorporated in such Deliverables. Crowe retains exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, enhanced or derived data, and elements thereof, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement as well as any enhancements and derivatives to any of the above (“Materials”). Crowe provides the same or similar services to other clients; therefore, Client agrees that nothing in this Agreement shall preclude Crowe from developing for itself, having developed, or developing for others, anything that is similar or competitive with the Work Product. The foregoing ownership will be without any duty of accounting.

CLIENT DATA USAGE – Client shall retain full ownership of all data provided to Crowe by or on behalf of Client in connection with this Agreement, and Crowe will maintain the confidentiality and protection of Client data as set forth in this Agreement. Client warrants that (i) Client has the authority to grant Crowe the right to use the data as set forth in this Agreement, (ii) such data was obtained or collected by Client in accordance with all applicable law, and (iii) the data does not infringe on any intellectual or privacy right of a third party. Client agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe for the purpose of (a) performing the Services and its obligations under this Agreement, (b) as otherwise agreed upon in writing, (c) to further improve or develop our products and services, including through machine learning or other similar methods, or (d) as necessary to comply with applicable law or professional standards. Client grants a limited, perpetual, non-exclusive, irrevocable right to use the data provided by Client to the extent such data becomes a part of or incorporated into any Work Product or Materials.

DATA AGGREGATION – Client agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties (“Data Aggregations”) for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will deidentify or anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

USE OF THIRD PARTIES IN CROWE OPERATIONS – Crowe uses third-party providers and third-party solutions in the ordinary course of Crowe business operations. Third-party providers and solutions used in the ordinary course of Crowe business operations include without limitation email providers, cyber-security providers, data hosting centers, operating systems, tools with machine learning or artificial intelligence components (including generative artificial intelligence products or services), and other third-party products and solutions used to perform the Services or generate Work Product, or components thereof. Crowe also uses its subsidiaries (owned and controlled by Crowe) within and outside the United

States for various administrative and support roles. Crowe subsidiaries and any third-party providers used in the ordinary course of Crowe business operations will meet the confidentiality and data protection requirements in this Agreement. The limitations in this Agreement on Client's remedies will also apply to any such third-party providers and Crowe subsidiaries.

USE OF SUBCONTRACTORS FOR SERVICE DELIVERY – Crowe may engage third-party subcontractors in delivering Services to Client. Third-party subcontractors are not owned or controlled by Crowe (including without limitation Crowe Global member firms). If Crowe engages such a subcontractor to deliver Services to Client, Crowe will execute an agreement for the protection of Client's confidential information consistent with the provisions of this Agreement. Crowe will be solely responsible for the provision of Services (including those provided by subcontractors) and for the protection of Client's confidential information. The limitations in this Agreement on Client's remedies will also apply to any subcontractors.

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

PUBLICATION – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

CLIENT REFERENCE – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

LIMIT OF LIABILITY – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

TIME LIMIT ON CLAIMS – In no event will any action against Crowe, arising from or relating to this Agreement or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) two (2) years after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fines, fees or defense costs, associated with such third party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law,

regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination or expiration of this Agreement.

NO TRANSFER OR ASSIGNMENT OF CLAIMS – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

RESPONSE TO LEGAL PROCESS – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or this Agreement, after the date of this Agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

JURY TRIAL WAIVER – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT, THIS AGREEMENT, OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

ARBITRATION – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree upon in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party from seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also

permit discovery as to causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

NON-SOLICITATION – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the engagement (“Key Personnel”). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party’s written consent, unless the hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel’s compensation for the prior twelve-month period with the other party.

CROWE AND EQUAL OPPORTUNITY – Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

CROWE GLOBAL NETWORK – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. “Crowe” is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.

FOREIGN TERRORISTS ORGANIZATIONS - Pursuant to Chapter 2252, Texas Government Code, Crowe represents and certifies that, at the time of execution of this Agreement, neither Crowe nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of

the Texas Government Code or Subchapter F of Chapter 2252 of the Texas Government Code or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term 'foreign terrorist organization' in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

REPRESENTATION REGARDING ISRAEL - Pursuant to Chapter 2271, Texas Government Code, Crowe represents that it does not boycott Israel and will not boycott Israel during the term of the Agreement. The term 'boycott Israel' shall have the meaning ascribed to this term in Section 808.001 of the Texas Government Code.

REQUIRED NON-APPROPRIATION CLAUSE - Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for fees due under this Agreement, Client will immediately notify Crowe in writing of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations have been received or made.

AUTHORIZATION OF CPA'S DISCLOSURE - Any Client certified public accountant involved with assisting Crowe shall not be prohibited from disclosure of information required to be made available by the standards of the public accounting profession in reporting on the examination of financial statements. Management understands and provides permission to staff certificate or registration holders as required under the Rules of Professional Conduct, Texas Administrative Code, Title 22, Part 22, Chapter 501, Subchapter C, Section 501.75.

IMMIGRATION - Crowe represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.

ENERGY COMPANY BOYCOTTS - If Crowe is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Crowe verifies that Crowe does not boycott energy companies and will not boycott energy companies during the term of the Agreement. If Crowe does not make that verification, Crowe must so indicate in its response and state why the verification is not required.

PUBLIC INFORMATION ACT - Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Crowe is required to make any information created or exchanged with the Client pursuant to the Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Client.



Report on the Firm's System of Quality Control

To the Partners of Crowe LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Crowe LLP (the "Firm") applicable to engagements not subject to Public Company Accounting Oversight Board ("PCAOB") permanent inspection in effect for the year ended March 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the Firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under Federal Deposit Insurance Corporation Improvement Act of 1991 (FDICIA); and examinations of service organizations (SOC 1® and SOC 2® engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Crowe LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2022, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Crowe LLP has received a peer review rating of *pass*.

A handwritten signature in black ink that reads "Cherry Bekaert LLP".

Cherry Bekaert LLP
September 29, 2022

cbh.com

City of Alvin

18

October 3, 2025



National Peer
Review Committee

October 20, 2022

Mark Baer
Crowe LLP
225 W Wacker DR Ste 2600
Chicago, IL 60606-1228

Dear Mark Baer:

It is my pleasure to notify you that on October 13, 2022, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is September 30, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink that reads "Michael Wagner". The signature is fluid and cursive.

Michael Wagner
Chair, National PRC

+1.919.402.4502

cc: Jeffrey Sabetta, Jennifer Allen

Firm Number: 900010014904

Review Number: 592839

220 Leigh Farm Road, Durham, NC 27707-8110
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AGENDA COMMENTARY

Meeting Date: 11/6/2025

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider the purchase of a new, replacement chiller for the Recreation Center from The Brandt Companies, LLC, through the Choice Partners Cooperative purchasing network, in an amount not to exceed \$205,000.00 as included in the FY25-26 annual budget; and authorize the City Manager to sign related documents upon legal review.

Type of Item: Action Item

Summary: Funding for the purchase of a new, replacement chiller for the Recreation Center was included in the FY 2025-2026 annual budget. This chiller will replace one of two existing unit eighteen-year-old chillers that has reached its end of useful service life.

Quoted price: \$200,975.46 + \$4,024.54 contingency = \$205,000

Staff recommends approval.

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

Funding Account: 311-7001-00-4150 **Amount:** \$205,000 **1295 Form Required?** Yes No

Legal Review Required: N/A Required **Date Completed:** 10/28/2025 SLH

Finance Review Required: N/A Required **Date Completed:** CT 10/30/2025

Supporting documents attached:

1. Rec Ctr HVAC Chiller Replacement Proposal

Recommendation: Move to approve the purchase of a new, replacement chiller for the Recreation Center from The Brandt Companies, LLC, through the Choice Partners Cooperative purchasing network, in an amount not to exceed \$205,000.00 as included in the FY25-26 annual budget; and authorize the City Manager to sign related documents upon legal review.

Reviewed by Department Head, if applicable:

Reviewed by City Attorney, if applicable:

Reviewed by Chief Financial Officer, if applicable:

Reviewed by City Manager, if applicable:



The Brandt Companies, LLC

8848 N. Sam Houston Parkway W., Houston, TX 77064, (832) 714-3200, TACL15221C/TECL20109/M40211

Proposal Date: October 23, 2025 **Proposal#:** P-20250306-0027
24 Hour Service Dispatch: (832) 714-3300 **Reference:** Rec Center Chiller Replacement

Contract # CSP 22-049MF

Customer:	Service Site:
Dan Kelinske City of Alvin 3201 TX-35 Alvin, TX 77511	Javier Lopez Rec Center 3201 TX-35 Alvin, TX 77511

Repair work proposals are for the scope of work as listed below.

Equipment replacement proposals are for the scope of work as listed below.

The Brandt Companies, LLC is pleased to submit the following price and general scope of work to be performed, (at the above-referenced service site), in the amount of:

\$177,780.46	Material
\$ 23,120.00	Labor
\$ 75.00	Service Vehicle Fee
\$200,975.46	Total excluding any applicable taxes.

Brandt imposes a 2.25% surcharge on all credit card payments. This surcharge is not greater than our cost of acceptance.

Proposal Reference (Short Description)

Remit To: The Brandt Companies, LLC, P.O.Box 844081, Dallas, TX 75284-4081 - Tax EIN: 37-1652957

• Austin • Dallas • Fort Worth • Houston • San Antonio • Waco

We appreciate the opportunity to provide you with our services. Upon receipt of a signed proposal, we will begin mobilizing material orders and contact you to coordinate the repairs. Our terms are net ten days from the invoice date, and past due after thirty days. This contract is not valid without attachment and signature of customer on Service Descriptions Page and Terms and conditions.

Best Regards,

Christopher Clegg
 Service Account Manager
 Cell: (281) 639-6119

Email: christopher.clegg@brandt.us

Customer Acceptance

Accepted By: _____
 Name: _____
 Title: _____
 Company: _____
 Date: _____
 Purchase Order Number: _____

The Brandt Companies, LLC

Accepted By: _____
 Name: _____
 Title: _____
 The Brandt Companies, LLC
 Date: _____

www.brandt.us

Regulated by The Department of Licensing and Regulation/ P.O. Box 12157, Austin, TX 78711/1-800-803-9202/512-463-6599/ www.license.state.tx.us

Brandt Confidential: This proposal includes data that shall not be disclosed outside of the party or company to which it is intended, and shall not be duplicated, used or disclosed, in whole or in part, for any purpose other than to evaluate this proposal.



The Brandt Companies, LLC

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Proposal Date: October 23, 2025	Proposal#: P-20250306-0027
24 Hour Service Dispatch: (832) 714-3300	Reference: Rec Center Chiller Replacement

Contract # CSP 22-049MF

Labor and Materials

Labor	Hours	Price Per Hour	Total
Plumber - Regular	40	\$130.00	\$5,200.00
Plumber - OT	0	\$195.00	\$0.00
HVAC - Regular	72	\$130.00	\$9,360.00
HVAC - OT	0	\$195.00	\$0.00
Chiller - Regular	24	\$140.00	\$3,360.00
Chiller - OT	0	\$210.00	\$0.00
Controls - Regular	16	\$130.00	\$2,080.00
Controls - OT	0	\$195.00	\$0.00
Electrical - Regular	24	\$130.00	\$3,120.00
Electrical - OT	0	\$195.00	\$0.00
Labor Total	176		\$23,120.00
Material			Total
Chiller			\$148,737.46
Pump & Motor			\$6,787.97
Electrical			\$2,541.55
CW Piping			\$1,790.83
Isolation Springs			\$3,366.88
thermometers			\$239.80
Gages			\$100.26
Crane			\$4,372.86
Freight			\$0.00
Total			\$200,975.46



The Brandt Companies, LLC

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Proposal Date: **October 23, 2025**

Proposal#:

P-20250306-0027

24 Hour Service Dispatch: (832) 714-3300

Reference:

Rec Center Chiller Replacement

Contract # CSP 22-049MF

Scope of Work:

- Mobilize, stage tools and materials. All work to be performed during normal business hours.
- Remove all energy sources, valve off and perform lock out to Trane Model #CGAM070F2003AXB2A1A1A1AXXA1C1A4X Serial #U18E68482.
- Use crane to lift Trane Chiller and dispose from facility.
- Use Crane to lift and set new Trane Chiller - Chiller to include BACnet Card and Hail Guards, circuit breaker, architectural louvered panels, tube/fin condenser and programmable relays. Programmable relays will required a separate 120v power source just like the existing.
- Connect new piping from flange to new Trane Chiller.
- Run electrical and make adjustments to electrical to chiller.
- Install new Trane Chiller.
- Configure controls to new Trane Chiller.
- Insulate new piping with new fiberglass insulation and metal jacketing.
- Install new thermometers and gages.
- Install re-built Pump and new Motor. Insulate Pump with new insulation.
- Restore all energy sources and remove lock out tag out to newly installed chiller.
- Run tests to ensure proper functioning of newly installed equipment.
- Provide Factory Start-up and paperwork.
- Clean work area and report back to customer.
- Chiller to include 2-5 year complete parts warranty.

Accepted By Customer: _____ Brandt: _____



The Brandt Companies, LLC

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Proposal#:

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24 Hour Service Dispatch: (832) 714-3300

Reference:

Rec Center Chiller Replacement

Contract # CSP 22-049MF

Exclusions:

- Parts, materials and equipment will have a restocking fee if work order is cancelled. Some items have a 100% restocking fee and are non-returnable.
- Anything not listed in the scope of work. Work after normal business hours.
- Not responsible for unlocated utilities.

Accepted By Customer: _____ Brandt: _____



The Brandt Companies, LLC

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Proposal Date: **October 23, 2025**

Proposal#:

P-20250306-0027

24 Hour Service Dispatch: (832) 714-3300

Reference:

Rec Center Chiller Replacement

Contract # CSP 22-049MF

Brandt's Service Proposal # P-20250306-0027 ("Proposal") is conditioned upon the following terms and conditions, which

are incorporated by reference and, together with the Proposal, form the Contract between the parties:

- 1 Warranty. Brandt shall furnish to Customer all manufacturers' parts and equipment warranties received by Brandt. For a period of one (1) year from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in parts or materials supplied by Brandt that are not covered under a manufacturer's warranty and that are adversely affecting the performance of the equipment installed by Brandt, if any. Brandt warrants to Customer that all labor performed or provided shall be performed by licensed personnel, if required by applicable law, and will be performed in a good workman like manner. For a period of ninety (90) days from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in workmanship that is adversely affecting the performance of the equipment installed by Brandt, if any.
B) General Liability insurance coverage with the limits maintained by Brandt at the time of this Proposal (which are: \$2M each occurrence; \$2M personal/advertising injury; \$4M General and Products/Completed Operations Aggregate; \$10,000 Medical Payments (any one person) with a \$10M Umbrella excess primary policies).

(A) Workers' compensation insurance coverage on all individuals employed upon or about the Property according to the requirements of the laws of the State of Texas;
(B) General liability insurance coverage with the limits maintained by Brandt at the time of this Proposal (which are: \$1M each occurrence; \$1M personal/advertising injury; \$10M general aggregate; \$2M products/completed operations aggregate; \$10,000 medical expense (any one person)). The policies will be issued by companies reasonably acceptable to Customer. In the event of any covered loss, or upon Customer's reasonable request, Brandt shall deliver to Customer copies of the insurance policies. Brandt and Customer mutually agree to a waiver by their respective insurer(s) of any and all rights to subrogation.
- 3 General Limitations on Scope of Work. Notwithstanding any other provision to the contrary in this Contract, including the incorporated Proposal, the Mechanical Service scope excludes:
 - (a.) Maintenance or repair of Equipment cabinets;
 - (b.) Ductwork and air distribution devices;
 - (c.) Water supply or drain beyond the Equipment;
 - (d.) Repair or replacement of heat exchangers in gas fired furnaces and duct heaters;
 - (e.) Repair or replacement of metal tubes in condensers, chiller, boilers or any other heat exchanger;
 - (f.) Moving or relocation of the subject equipment;
 - (g.) Repairs due to freezing;
 - (h.) Work made necessary by the enforcement of government codes, building and union regulations or as recommended by insurance companies;
 - (i.) Damage of any kind due to corrosion, erosion, electrolytic actions, acts of God, power failure, vandalism, or any other cause whatsoever beyond the control of Brandt;
 - (j.) Electrical components associated with the Equipment including: disconnect switches, fuses, circuit breakers, and electrical wiring not specifically identified within the scope of work;
 - (k.) Water treatment; and
 - (l.) Piping systems of any nature.
- 4 Hoisting/Rigging Operations. Prior to the use of heavy commercial hoisting or rigging equipment that could potentially cause damage to the Property or injury, Brandt will notify Customer in writing and shall not proceed without Customer's prior written consent. While all precautions will be exercised to protect Customer's Property, Brandt will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, except to the extent that the damage is caused by Brandt's gross negligence or willful misconduct.
- 5 Work Hours. Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 8:00 am to 5:00 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, Customer agrees to pay the Brandt's standard overtime charge rates.
- 6 Payments. Customer agrees to pay Brandt all sums due with respect to this Proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by Brandt within thirty (30) days following billing, such payment shall be considered past due. Beginning with the thirty-first (31st) day following billing, such payment shall bear interest at the maximum rate allowable by law until payment is received. If default is made in the payment of any sums due hereunder and it becomes necessary that this Contract be placed in the hands of an attorney for collection, Customer agrees to pay to Brandt all costs of collection, including reasonable attorney's fee. Brandt shall have the right to cancel this Contract at any time, upon five (5) business days' written notice, if payments as called for herein are not made.
- 7 Cancellation. This Contract may be cancelled by either party upon thirty (30) day written notice. In the event of cancellation by the Customer, Brandt reserves the right to invoice and be paid for work performed thru cancellation date.

Accepted By Customer: _____ Brandt: _____



The Brandt Companies, LLC

8848 N. Sam Houston Parkway W., Houston, TX 77064, (832) 714-3200, TACLA15221C/TECL20109/M40211

Proposal Date: **October 23, 2025**

Proposal#:

P-20250306-0027

24 Hour Service Dispatch: (832) 714-3300

Reference:

Rec Center Chiller Replacement

Contract # CSP 22-049MF

- 8 No Liability from System Design or Existing Equipment Installation. Unless Brandt was the engineer of record for the existing system design under a prior and separate construction/design-build contract or system design is expressly included within the scope of the Proposal (and, in either case, to the extent of that design), Customer acknowledges and stipulates that Brandt did not select, advise Customer regarding, engineer, design or install the system, equipment or any component part thereof to be maintained under this Contract. Accordingly, Brandt shall not be liable in any capacity, under any theory of recovery for any claims or damages related to or originating from prior or existing defects, deficiencies, injuries, or damage (whether to the system, equipment or Property) associated therewith or as a result of prior ineffective maintenance. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery in accordance with the terms of the Contract.
- 9 No Liability for Incidental Microbiological Growth/Mold. Customer acknowledges that the Heating, Ventilation, and Air-Conditioning equipment and systems repaired or serviced as a part of this Contract may, under certain conditions, become conducive to or incidentally support microbiological growth. Brandt assumes no liability for nor warrants its work to protect against, eliminate or inhibit any type of incidental microbiological growth including, but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery and to take measures to discourage such growth as required and in accordance with the terms of the Contract.
- 10 Limitation of Damages for Breach of Contract. The full extent of Brandt's liability and Customer's exclusive remedy for damages from any breach of this Contract, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the annual Contract fee of the current year.
- 11 Mutual Waiver of Consequential and Punitive Damages. Notwithstanding any other provision to the contrary, Brandt and Customer mutually waive all claims against each other for any and all consequential/special/indirect/incidental and, to the extent allowable by law, all punitive/exemplary damages arising out of or relating to this Contract. This mutual waiver includes, but is not limited to, damages incurred for rental expenses, loss of use, lost revenue or profit, lost opportunity, loss of goodwill, loss of management or employee productivity, cost of capital, and cost of substitute facilities, services or goods regardless of the foreseeability of such damages. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to waive claims for and recovery of such damages on behalf of the property owner as well as for itself.
- 12 Indemnity. To the fullest extent permitted by law, to the PROPORTIONATE extent OF CUSTOMER'S AND Brandt's RESPECTIVE negligence and except as otherwise limited herein, CUSTOMER AND BRANDT agree to indemnify, defend, and hold ONE ANOTHER AND THEIR RESPECTIVE officers, directors, agents, assigns, successors and employees HARMLESS against all claims and damages, losses and expenses (including, but not limited to, REASONABLE attorney's fees) arising out of OR RELATED TO the performance of this contract. NOTWITHSTANDING THE FOREGOING PROVISION, THIS INDEMNITY IS SUBJECT TO THE LIMITATIONS OF LIABILITY IN SECTIONS 8-11 ABOVE.
- 13 Hazardous Materials. If Brandt encounters asbestos, polychlorinated biphenyl (PCB) or other hazardous materials on the Property, Brandt will immediately stop work and report in writing the evidence of such to Customer. Brandt will not resume work in the affected area until the hazardous material has been removed or determined harmless by a qualified laboratory at Customer's expense.
- 14 Dispute Resolution and Governing Law. This Contract shall be interpreted and construed according to the laws of the State of Texas. Any disputes arising out of or related to this Contract will be resolved by agreement through a meeting of executive representatives of each party. If no resolution can be reached, the dispute will be resolved through binding arbitration before an arbitrator experienced in construction law and according to the rules promulgated by the American Arbitration Association. The parties agree that the arbitration will be commenced within sixty (60) days of occurrence of the meeting of executive representatives. This Contract shall be governed by the laws of the State of Texas without regard to conflicts of laws principles.
- 15 Property Manager. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to enter into all of the terms of this Contract including, without limitation, the authority to waive claims for and recovery of consequential (special/indirect/incidental) and punitive damages on behalf of the property owner as well as for itself.
- 16 Entire Agreement. This Contract constitutes the entire agreement and is not assignable by either party without the express written consent of the other party. This Contract may be modified or amended only by written agreement of both parties.

Accepted By Customer: _____ Brandt: _____



AGENDA COMMENTARY

Meeting Date: 11/6/2025

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider the purchase of a new, replacement Air Handler Unit for the Recreation Center from The Brandt Companies, LLC, through the Choice Partners Cooperative purchasing network, in an amount not to exceed \$110,000, as included in the FY25-26 annual budget; and authorize the City Manager to sign related documents upon legal review.

Type of Item: Action Item

Summary: Funding for this purchase of a new, replacement Air Handler Unit for the Recreation Center was included in the FY2025-2026 annual budget and will replace one of two air handler units which has been in service for over eighteen years and has reached the end of its typical life expectancy.

Quoted Price: \$109,499.15 + \$500.85 contingency = \$110,000.

Staff recommends approval.

Funding Expected: Revenue <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Budgeted Item: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
Funding Account: <u>311-7001-00-4150</u> Amount: <u>\$110,000</u>	1295 Form Required? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Legal Review Required: N/A <input type="checkbox"/> Required <input checked="" type="checkbox"/>	Date Completed: <u>10/28/2025 SLH</u>
Finance Review Required: N/A <input type="checkbox"/> Required <input checked="" type="checkbox"/>	Date Completed: <u>CT 10/30/2025</u>

Supporting documents attached:

1. Rec Ctr HVAC AHU Replacement; Proposal
2. Rec Ctr HVAC AHU Replacement; Assessment/Recommendation

Recommendation: Move to approve the purchase of a new, replacement Air Handler Unit for the Recreation Center from The Brandt Companies, LLC, through the Choice Partners Cooperative purchasing network, in an amount not to exceed \$110,000, as included in the FY25-26 annual budget; and authorize the City Manager to sign related documents upon legal review.

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

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



The Brandt Companies, LLC

8848 N. Sam Houston Parkway W., Houston, TX 77064, (832) 714-3200, TACL15221C/TECL20109/M40211

Proposal Date: **October 23, 2025**
24 Hour Service Dispatch: (832) 714-3300

Proposal#: **P-20250306-0023**
Reference: **AHU Replacement - Rec Center**

Contract # **CSP 22-049MF**

Customer:
Dan Kelinske
City of Alvin
3201 TX-35
Alvin, TX

Service Site:
Javier Lopez
Rec Center
3201 TX-35
Alvin, TX

Repair work proposals are for the scope of work as listed below.

Equipment replacement proposals are for the scope of work as listed below.

The Brandt Companies, LLC is pleased to submit the following price and general scope of work to be performed,
(at the above-referenced service site), in the amount of: **\$86,544.15** Material
\$ 22,880.00 Labor
\$ 75.00 Service Vehicle Fee
\$109,499.15 Total excluding any applicable taxes.

Brandt imposes a 2.25% surcharge on all credit card payments. This surcharge is not greater than our cost of acceptance.

Proposal Reference (Short Description)

Remit To: **The Brandt Companies, LLC, P.O.Box 844081, Dallas, TX 75284-4081 - Tax EIN: 37-1652957**

• Austin • Dallas • Fort Worth • Houston • San Antonio • Waco

We appreciate the opportunity to provide you with our services. Upon receipt of a signed proposal, we will begin mobilizing material orders and contact you to coordinate the repairs. Our terms are net ten days from the invoice date, and past due after thirty days. This contract is not valid without attachment and signature of customer on Service Descriptions Page and Terms and conditions.

Best Regards,

Christopher Clegg

Service Account Manager

Cell: (281) 639-6119

Email: christopher.clegg@brandt.us

Customer Acceptance

Accepted By: _____
Name: _____
Title: _____
Company: _____
Date: _____
Purchase Order Number: _____

The Brandt Companies, LLC

Accepted By: _____
Name: _____
Title: _____
The Brandt Companies, LLC
Date: _____

www.brandt.us

Regulated by The Department of Licensing and Regulation/ P.O. Box 12157, Austin, TX 78711/1-800-803-9202/512-463-6599/ www.license.state.tx.us

Brandt Confidential: This proposal includes data that shall not be disclosed outside of the party or company to which it is intended, and shall not be duplicated, used or disclosed, in whole or in part, for any purpose other than to evaluate this proposal.



The Brandt Companies, LLC

8848 N. Sam Houston Parkway W., Houston, TX 77064, (832) 714-3200, TACLA15221C/TECL20109/M40211

Proposal Date: October 23, 2025

Proposal#: P-20250306-0023

24 Hour Service Dispatch: (832) 714-3300

Reference: AHU Replacement - Rec Center

Contract # CSP 22-049MF

Labor and Materials

Labor	Hours	Price Per Hour	Total
Plumber - Regular	16	\$130.00	\$2,080.00
Plumber - OT	0	\$195.00	\$0.00
HVAC - Regular	132	\$130.00	\$17,160.00
HVAC - OT	0	\$195.00	\$0.00
Controls - Regular	16	\$130.00	\$2,080.00
Controls - OT	0	\$195.00	\$0.00
Electrical - Regular	12	\$130.00	\$1,560.00
Electrical - OT	0	\$195.00	\$0.00
Labor Total	176		\$22,880.00
Material			Total
Air Handler			\$67,118.21
Sheet metal and transistions			\$3,894.12
Electrical			\$2,516.18
Isolation Springs			\$3,492.12
MISC			\$1,102.94
Controls			\$520.59
Plumbing			\$751.47
Crane & Rigging			\$4,501.47
Insulation			\$2,647.06
Freight			\$0.00
Total			\$109,499.15



The Brandt Companies, LLC

8848 N. Sam Houston Parkway W., Houston, TX 77064, (832) 714-3200, TACLA15221C/TECL20109/M40211

Proposal Date: **October 23, 2025**

Proposal#:

P-20250306-0023

24 Hour Service Dispatch: (832) 714-3300

Reference:

AHU Replacement - Rec Center

Contract # CSP 22-049MF

Scope of Work:

- Mobilize, stage tools and materials. All work to be performed during normal business hours.
- Remove all energy sources and perform lock out tag out to Trane AHU Model #42012001.
- Valve off chilled water to AHU.
- Remove electrical and associated chilled water piping and insulation to AHU.
- Disassemble AHU and remove from building.
- Use Crane to lift old AHU and dispose from facility.
- Use crane to lift new Trane AHU and set in breezeway.
- Roll AHU in sections and place in mechanical room. Install new Iso Springs under AHU.
- Install AHU.
- Connect existing electrical and tie into new AHU. Install new sheet metal transistions for return and supply.
- Install new piping to AHU.
- Insulate piping with new fiberglass insulation wth metal jacketing.
- Integrate controls to new AHU.
- Restore all energy sources, open water and remove lock out tag out to newly installed Trane AHU.
- Perform factory start up and Run tests to ensure of proper functioning to newly installed equipment.
- Clean work area and report back to customer.

Accepted By Customer: _____ Brandt: _____



The Brandt Companies, LLC

8848 N. Sam Houston Parkway W., Houston, TX 77064, (832) 714-3200, TACLA15221C/TECL20109/M40211

Proposal Date: **October 23, 2025**

Proposal#:

P-20250306-0023

24 Hour Service Dispatch: (832) 714-3300

Reference:

AHU Replacement - Rec Center

Contract # CSP 22-049MF

Exclusions:

- Parts, materials and equipment will have a restocking fee if work order is cancelled. Some items have a 100% restocking fee and are non-returnable.
- Anything not listed in the scope of work. Work after normal business hours.
- Not responsible for unlocated utilities.

Accepted By Customer: _____ Brandt: _____



The Brandt Companies, LLC

8848 N. Sam Houston Parkway W., Houston, TX 77064, (832) 714-3200, TACL15221C/TECL20109/M40211

Proposal Date: **October 23, 2025**

Proposal#:

P-20250306-0023

24 Hour Service Dispatch: (832) 714-3300

Reference:

AHU Replacement - Rec Center

Contract # CSP 22-049MF

Brandt's Service Proposal # P-20250306-0023 ("Proposal") is conditioned upon the following terms and conditions, which

are incorporated by reference and, together with the Proposal, form the Contract between the parties:

- 1 **Warranty.** Brandt shall furnish to Customer all manufacturers' parts and equipment warranties received by Brandt. For a period of one (1) year from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in parts or materials supplied by Brandt that are not covered under a manufacturer's warranty and that are adversely affecting the performance of the equipment installed by Brandt, if any. Brandt warrants to Customer that all labor performed or provided shall be performed by licensed personnel, if required by applicable law, and will be performed in a good workman like manner. For a period of ninety (90) days from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in workmanship that is adversely affecting the performance of the equipment installed by Brandt, if any.
B) General Liability insurance coverage with the limits maintained by Brandt at the time of this Proposal (which are: \$2M each occurrence; \$2M personal/advertising injury; \$4M General and Products/Completed Operations Aggregate; \$10,000 Medical Payments (any one person) with a \$10M Umbrella excess primary policies).

(A) Workers' compensation insurance coverage on all individuals employed upon or about the Property according to the requirements of the laws of the State of Texas;
(B) General liability insurance coverage with the limits maintained by Brandt at the time of this Proposal (which are: \$1M each occurrence; \$1M personal/advertising injury; \$10M general aggregate; \$2M products/completed operations aggregate; \$10,000 medical expense (any one person)). The policies will be issued by companies reasonably acceptable to Customer. In the event of any covered loss, or upon Customer's reasonable request, Brandt shall deliver to Customer copies of the insurance policies. Brandt and Customer mutually agree to a waiver by their respective insurer(s) of any and all rights to subrogation.
- 3 **General Limitations on Scope of Work.** Notwithstanding any other provision to the contrary in this Contract, including the incorporated Proposal, the Mechanical Service scope excludes:
 - (a.) Maintenance or repair of Equipment cabinets;
 - (b.) Ductwork and air distribution devices;
 - (c.) Water supply or drain beyond the Equipment;
 - (d.) Repair or replacement of heat exchangers in gas fired furnaces and duct heaters;
 - (e.) Repair or replacement of metal tubes in condensers, chiller, boilers or any other heat exchanger;
 - (f.) Moving or relocation of the subject equipment;
 - (g.) Repairs due to freezing;
 - (h.) Work made necessary by the enforcement of government codes, building and union regulations or as recommended by insurance companies;
 - (i.) Damage of any kind due to corrosion, erosion, electrolytic actions, acts of God, power failure, vandalism, or any other cause whatsoever beyond the control of Brandt;
 - (j.) Electrical components associated with the Equipment including: disconnect switches, fuses, circuit breakers, and electrical wiring not specifically identified within the scope of work;
 - (k.) Water treatment; and
 - (l.) Piping systems of any nature.
- 4 **Hoisting/Rigging Operations.** Prior to the use of heavy commercial hoisting or rigging equipment that could potentially cause damage to the Property or injury, Brandt will notify Customer in writing and shall not proceed without Customer's prior written consent. While all precautions will be exercised to protect Customer's Property, Brandt will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, except to the extent that the damage is caused by Brandt's gross negligence or willful misconduct.
- 5 **Work Hours.** Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 8:00 am to 5:00 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, Customer agrees to pay the Brandt's standard overtime charge rates.
- 6 **Payments.** Customer agrees to pay Brandt all sums due with respect to this Proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by Brandt within thirty (30) days following billing, such payment shall be considered past due. Beginning with the thirty-first (31st) day following billing, such payment shall bear interest at the maximum rate allowable by law until payment is received. If default is made in the payment of any sums due hereunder and it becomes necessary that this Contract be placed in the hands of an attorney for collection, Customer agrees to pay to Brandt all costs of collection, including reasonable attorney's fee. Brandt shall have the right to cancel this Contract at any time, upon five (5) business days' written notice, if payments as called for herein are not made.
- 7 **Cancellation.** This Contract may be cancelled by either party upon thirty (30) day written notice. In the event of cancellation by the Customer, Brandt reserves the right to invoice and be paid for work performed thru cancellation date.

Accepted By Customer: _____ Brandt: _____



The Brandt Companies, LLC

8848 N. Sam Houston Parkway W., Houston, TX 77064, (832) 714-3200, TACLA15221C/TECL20109/M40211

Proposal Date: **October 23, 2025**

Proposal#:

P-20250306-0023

24 Hour Service Dispatch: (832) 714-3300

Reference:

AHU Replacement - Rec Center

Contract # CSP 22-049MF

- 8 No Liability from System Design or Existing Equipment Installation. Unless Brandt was the engineer of record for the existing system design under a prior and separate construction/design-build contract or system design is expressly included within the scope of the Proposal (and, in either case, to the extent of that design), Customer acknowledges and stipulates that Brandt did not select, advise Customer regarding, engineer, design or install the system, equipment or any component part thereof to be maintained under this Contract. Accordingly, Brandt shall not be liable in any capacity, under any theory of recovery for any claims or damages related to or originating from prior or existing defects, deficiencies, injuries, or damage (whether to the system, equipment or Property) associated therewith or as a result of prior ineffective maintenance. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery in accordance with the terms of the Contract.
- 9 No Liability for Incidental Microbiological Growth/Mold. Customer acknowledges that the Heating, Ventilation, and Air-Conditioning equipment and systems repaired or serviced as a part of this Contract may, under certain conditions, become conducive to or incidentally support microbiological growth. Brandt assumes no liability for nor warrants its work to protect against, eliminate or inhibit any type of incidental microbiological growth including, but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery and to take measures to discourage such growth as required and in accordance with the terms of the Contract.
- 10 Limitation of Damages for Breach of Contract. The full extent of Brandt's liability and Customer's exclusive remedy for damages from any breach of this Contract, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the annual Contract fee of the current year.
- 11 Mutual Waiver of Consequential and Punitive Damages. Notwithstanding any other provision to the contrary, Brandt and Customer mutually waive all claims against each other for any and all consequential/special/indirect/incidental and, to the extent allowable by law, all punitive/exemplary damages arising out of or relating to this Contract. This mutual waiver includes, but is not limited to, damages incurred for rental expenses, loss of use, lost revenue or profit, lost opportunity, loss of goodwill, loss of management or employee productivity, cost of capital, and cost of substitute facilities, services or goods regardless of the foreseeability of such damages. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to waive claims for and recovery of such damages on behalf of the property owner as well as for itself.
- 12 Indemnity. To the fullest extent permitted by law, to the PROPORTIONATE extent OF CUSTOMER'S AND Brandt's RESPECTIVE negligence and except as otherwise limited herein, CUSTOMER AND BRANDT agree to indemnify, defend, and hold ONE ANOTHER AND THEIR RESPECTIVE officers, directors, agents, assigns, successors and employees HARMLESS against all claims and damages, losses and expenses (including, but not limited to, REASONABLE attorney's fees) arising out of OR RELATED TO the performance of this contract. NOTWITHSTANDING THE FOREGOING PROVISION, THIS INDEMNITY IS SUBJECT TO THE LIMITATIONS OF LIABILITY IN SECTIONS 8-11 ABOVE.
- 13 Hazardous Materials. If Brandt encounters asbestos, polychlorinated biphenyl (PCB) or other hazardous materials on the Property, Brandt will immediately stop work and report in writing the evidence of such to Customer. Brandt will not resume work in the affected area until the hazardous material has been removed or determined harmless by a qualified laboratory at Customer's expense.
- 14 Dispute Resolution and Governing Law. This Contract shall be interpreted and construed according to the laws of the State of Texas. Any disputes arising out of or related to this Contract will be resolved by agreement through a meeting of executive representatives of each party. If no resolution can be reached, the dispute will be resolved through binding arbitration before an arbitrator experienced in construction law and according to the rules promulgated by the American Arbitration Association. The parties agree that the arbitration will be commenced within sixty (60) days of occurrence of the meeting of executive representatives. This Contract shall be governed by the laws of the State of Texas without regard to conflicts of laws principles.
- 15 Property Manager. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to enter into all of the terms of this Contract including, without limitation, the authority to waive claims for and recovery of consequential (special/indirect/incidental) and punitive damages on behalf of the property owner as well as for itself.
- 16 Entire Agreement. This Contract constitutes the entire agreement and is not assignable by either party without the express written consent of the other party. This Contract may be modified or amended only by written agreement of both parties.

Accepted By Customer: _____ Brandt: _____

Letter of Performance & Consideration – AHU Rec Center

May 28, 2025

The Brandt Companies LLC
8848 N Sam Houston Pkwy W.
Suite 410
Houston, TX 77064

To: Dan Kelinske

Re: HVAC Performance & Considerations AHU #2 at Alvin Rec Center

Mr. Kelinske,

The air handling unit (AHU), model MCCB030UA0C0UA, installed at the Alvin Recreation Center, is 19 years old. Until one year ago, the unit had not been properly maintained, leading to potential inefficiencies and wear. Recent maintenance efforts have been implemented, but given the unit’s age and historical lack of upkeep, a thorough evaluation is warranted to determine the best course of action.

****Assessment:****

1. ****Age and Life Expectancy****: The AHU is 19 years old, approaching the typical life expectancy of 20 years for traditional belt-driven centrifugal fan units, as noted in industry standards (CIBSE Guide M). Units of this age, especially those with inconsistent maintenance, often experience declining performance and efficiency.
2. ****Maintenance History****: The lack of proper maintenance prior to the last year likely contributed to accelerated wear on critical components such as coils, fans, and motors. While recent maintenance may have improved performance, underlying damage from prolonged neglect could lead to frequent breakdowns and reduced reliability.
3. ****Energy Efficiency****: Older AHUs, like the MCCB030UA0C0UA, typically have lower energy efficiency compared to modern units. Newer models incorporate advanced technologies, such as EC fan technology and heat recovery devices, which can be up to 30% more efficient than older belt-driven systems.
4. ****Repair vs. Replacement****: Refurbishing an AHU can extend its life by 15+ years at 25-35% of the cost of a new unit. However, for a 19-year-old unit with a history of poor maintenance, refurbishment may not address all underlying issues and could result in ongoing repair costs. Replacement with a modern, energy-efficient unit is likely to provide better long-term value.
5. ****Operational Impact****: The recreation center requires reliable climate control to ensure occupant comfort and safety, particularly during Alvin’s hot summers. A failing or inefficient AHU could disrupt operations, lead to health concerns due to poor air quality, and increase energy costs.

AUSTIN	DALLAS	FORT WORTH	HOUSTON	SAN ANTONIO	WACO
19001 N. Heatherwilde Blvd., Ste. 120 Pflugerville, TX 78660 512.491.9100 TACLA 30430C TECL 20109 M 41312	1728 Briercroft Court Carrollton, TX 75006 972.395.6000 TACLA 19981C TECL 20109 M 40211	1001 NE Loop 820., Ste. 300 Fort Worth, TX 76131 817.626.0033 TACLA 60298C TECL 20109 M 40211	8848 N Sam Houston Pkwy W., Ste 410 Houston, TX 77064 832.714.3200 TACLA 15221C TECL 20109 M 40211	6023 Corridor Parkway., Ste. 100 Schertz, TX 78154 210.599.6120 TACLA 18441C TECL 20109 M 41312	8175 Robinson Industrial Park Blvd., Ste. 1 Robinson, TX 76706 254.772.1693 TACLA 26979C TECL 20109 M 40211

****Recommendation:****

Based on the unit's age, historical lack of maintenance, and the need for reliable, efficient operation at the Alvin Recreation Center, I recommend ****replacing**** the MCCB030UA0C0UA air handling unit with a modern, energy-efficient model this upcoming year. Key considerations for the replacement include:

- ****Energy Efficiency****: Select a unit with a high SEER rating (14 or above, per current standards) to reduce energy consumption and operational costs. Modern units with EC fans and heat recovery systems can lower energy use by up to 30%.
- ****Reliability and Warranty****: Choose a unit from a reputable manufacturer like Trane with a robust warranty to minimize future maintenance costs.

****Conclusion:****

Replacing the MCCB030UA0C0UA air handling unit is the most reliable and cost-effective solution to ensure long-term comfort, efficiency, and operational continuity at the Alvin Recreation Center. A new, high-efficiency unit will address the limitations of the current system, reduce energy costs, and provide a healthier environment for patrons.

Should you require additional details or a technical assessment of the systems, please feel free to contact me. I am happy to assist in facilitating this critical upgrade.

Sincerely,

Christopher Clegg
Service Account Manager
The Brandt Companies, LLC



AGENDA COMMENTARY

Meeting Date: 11/6/2025

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider the purchase of two new, replacement AAON brand air conditioning systems containing two air handler units and two condensing units for the Animal Adoption Center from The Brandt Companies, LLC, through the Choice Partners Cooperative purchasing network, in an amount not to exceed \$185,000 as included in the FY25-26 annual budget, and authorize the City Manager to sign related documents upon legal review.

Type of Item: Contract/Agreement

Summary: Funding for the purchase of two new, replacement AAON brand air conditioning units consisting of two air handlers and two condensing units for the Animal Adoption Center was included in the FY2025-2026 annual budget. The seventeen-ton fresh air split air conditioning system serves the large dog area, while the six-ton fresh air split air conditioning system serves the quarantine area. Both of these systems use a fresh air intake with no air return as in most other systems, and were specified in the building design, acting to lower the potential for air-borne sickness and reduce odor in these areas.

Quoted Price: \$181,123.32 + 3,876.68 = \$185,000

Staff recommends approval.

Funding Expected: Revenue <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Budgeted Item: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
Funding Account: 311-3501-18-4150	Amount: \$185,000.00
1295 Form Required? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Legal Review Required: N/A <input type="checkbox"/> Required <input checked="" type="checkbox"/>	Date Completed: <u>10/30/25 SLH</u>
Finance Review Required: N/A <input type="checkbox"/> Required <input checked="" type="checkbox"/>	Date Completed: <u>CT 10/30/2025</u>

Supporting documents attached:

- Animal Shelter; HVAC AAON Split System; Proposal

Recommendation: Move to approve the purchase of two new, replacement AAON brand air conditioning systems containing two air handler units and two condensing units for the Animal Adoption Center from The Brandt Companies, LLC, through the Choice Partners Cooperative purchasing network, in an amount not to exceed \$185,000 as included in the FY25-26 annual budget, and authorize the City Manager to sign related documents upon legal review.

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

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



The Brandt Companies, LLC

8848 N. Sam Houston Parkway W., Houston, TX 77064, (832) 714-3200, TACLA15221C/TECL20109/M40211

Proposal Date: October 29, 2025
24 Hour Service Dispatch: (832) 714-3300

Proposal#: P-20250317-0056
Reference: Replacement of 2 AAON Split Systems - Animal Adoption

Contract # CSP 22-049MF

Customer:
Dan Kelinske
City of Alvin
550 W State Hwy 6
Alvin, TX 77511

Service Site:
Javier Lopez
Animal Adoption Center
550 W State Hwy 6
Alvin, TX 77511

Repair work proposals are for the scope of work as listed below.

Equipment replacement proposals are for the scope of work as listed below.

The Brandt Companies, LLC is pleased to submit the following price and general scope of work to be performed,
(at the above-referenced service site), in the amount of: **\$162,328.32** Material
\$ 18,720.00 Labor
\$ 75.00 Service Vehicle Fee
\$181,123.32 Total excluding any applicable taxes.

Brandt imposes a 2.25% surcharge on all credit card payments. This surcharge is not greater than our cost of acceptance.

Proposal Reference (Short Description)

Remit To: The Brandt Companies, LLC, P.O.Box 844081, Dallas, TX 75284-4081 - Tax EIN: 37-1652957

• Austin • Dallas • Fort Worth • Houston • San Antonio • Waco

We appreciate the opportunity to provide you with our services. Upon receipt of a signed proposal, we will begin mobilizing material orders and contact you to coordinate the repairs. Our terms are net ten days from the invoice date, and past due after thirty days. This contract is not valid without attachment and signature of customer on Service Descriptions Page and Terms and conditions.

Best Regards,

Christopher Clegg
Service Account Manager
Cell: (281) 639-6119

Email: 0

Customer Acceptance
Accepted By: _____
Name: _____
Title: _____
Company: _____
Date: _____
Purchase Order Number: _____

The Brandt Companies, LLC
Accepted By: _____
Name: _____
Title: _____
The Brandt Companies, LLC
Date: _____

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Brandt Confidential: This proposal includes data that shall not be disclosed outside of the party or company to which it is intended, and shall not be duplicated, used or disclosed, in whole or in part, for any purpose other than to evaluate this proposal.



The Brandt Companies, LLC

8848 N. Sam Houston Parkway W., Houston, TX 77064, (832) 714-3200, TACLA15221C/TECL20109/M40211

Proposal Date: October 29, 2025

Proposal#: P-20250317-0056

24 Hour Service Dispatch: (832) 714-3300

Reference: Replacement of 2 AAON Split Systems - Animal Adoption

Contract # CSP 22-049MF

Labor and Materials

Labor	Hours	Price Per Hour	Total
HVAC - Regular	128	\$130.00	\$16,640.00
HVAC - OT	0	\$195.00	\$0.00
Controls - Regular	8	\$130.00	\$1,040.00
Controls - OT	0	\$195.00	\$0.00
Electrical - Regular	8	\$130.00	\$1,040.00
Electrical - OT	0	\$195.00	\$0.00
Labor Total	144		\$18,720.00
Material			Total
R-454b	25 lbs.		\$610.29
2 AAON SS			\$151,885.71
Filter Driers			\$351.43
Duct Transistions			\$1,902.86
Duct Lift			\$71.43
Recovery Unit			\$85.71
Vacuum Pump			\$17.14
Recovery Tanks			\$142.86
Torch			\$34.29
A-Frame			\$71.43
Armaflex			\$314.29
Torch Kit			\$60.00
Crane & Rigging			\$3,339.71
Roof Hatch Removal and replacement			\$3,441.18
Freight			\$0.00
Total			\$181,123.32



The Brandt Companies, LLC

8848 N. Sam Houston Parkway W., Houston, TX 77064, (832) 714-3200, TACLA15221C/TECL20109/M40211

Proposal Date: **October 29, 2025**

Proposal#: **P-20250317-0056**

24 Hour Service Dispatch: (832) 714-3300

Reference: **Replacement of 2 AAON Split Systems - Animal Adoption**

Contract # CSP 22-049MF

Scope of Work:

- Mobilize, stage tools and materials. All work to be performed during normal business hours.
- Remove all energy sources and perform lock out tag out to (2) AAON Split Systems.
- Use Crane to lift and dispose of (2) old AAON Split System Condensers in condenser yard.
- Set (2) new AAON Condensers in Condenser yard.
- Tie-in existing line set and electrical to Condenser.
- Install new filter driers to condensers.
- Insulate line sets with new armaflext insulation.
- Completely remove roof hatch and frame.
- Remove and dispose of (2) AAON AHU's.
- Install (2) New AAON AHU's.
- Install new Ductwork transitions to return and supply.
- Tie-in existing line-sets and electrical to new equipment.
- Tie-in existing controls.
- Re-install roof hatch and frame.
- Restore all energy sources to newly installed equipment.
- Run tests to ensure of proper functioning to newly installed equipment.
- Perform factory start up.
- Provide customer with factory start up paperwork.
- Clean work area and report back to customer.
- Option - Add \$7,500 for Spot cooler on site during install while AHU is being replaced.

Accepted By Customer: _____ Brandt: _____



The Brandt Companies, LLC

8848 N. Sam Houston Parkway W., Houston, TX 77064, (832) 714-3200, TACLA15221C/TECL20109/M40211

Proposal Date: **October 29, 2025**

Proposal#: **P-20250317-0056**

24 Hour Service Dispatch: **(832) 714-3300**

Reference: **Replacement of 2 AAON Split Systems - Animal Adoption**

Contract # CSP 22-049MF

Exclusions:

- Parts, materials and equipment will have a restocking fee if work order is cancelled. Some items have a 100% restocking fee and are non-returnable.
- Anything not listed in the scope of work. Work after normal business hours.
- Not responsible for unlocated utilities.

Accepted By Customer: _____ Brandt: _____



The Brandt Companies, LLC

8848 N. Sam Houston Parkway W., Houston, TX 77064, (832) 714-3200, TACL15221C/TECL20109/M40211

Proposal Date: **October 29, 2025**

Proposal#:

P-20250317-0056

24 Hour Service Dispatch: (832) 714-3300

Reference:

Replacement of 2 AAON Split Systems - Animal Adoption

Contract # CSP 22-049MF

Brandt's Service Proposal # P-20250317-0056 ("Proposal") is conditioned upon the following terms and conditions, which are incorporated by reference and, together with the Proposal, form the Contract between the parties:

- 1 Warranty. Brandt shall furnish to Customer all manufacturers' parts and equipment warranties received by Brandt. For a period of one (1) year from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in parts or materials supplied by Brandt that are not covered under a manufacturer's warranty and that are adversely affecting the performance of the equipment installed by Brandt, if any. Brandt warrants to Customer that all labor performed or provided shall be performed by licensed personnel, if required by applicable law, and will be performed in a good workman like manner. For a period of ninety (90) days from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in workmanship that is adversely affecting the performance of the equipment installed by Brandt, if any.
B) General Liability insurance coverage with the limits maintained by Brandt at the time of this Proposal (which are: \$2M each occurrence; \$2M personal/advertising injury; \$4M General and Products/Completed Operations Aggregate; \$10,000 Medical Payments (any one person) with a \$10M Umbrella excess primary policies).

(A) Workers' compensation insurance coverage on all individuals employed upon or about the Property according to the requirements of the laws of the State of Texas;
(B) General liability insurance coverage with the limits maintained by Brandt at the time of this Proposal (which are: \$1M each occurrence; \$1M personal/advertising injury; \$10M general aggregate; \$2M products/completed operations aggregate; \$10,000 medical expense (any one person)). The policies will be issued by companies reasonably acceptable to Customer. In the event of any covered loss, or upon Customer's reasonable request, Brandt shall deliver to Customer copies of the insurance policies. Brandt and Customer mutually agree to a waiver by their respective insurer(s) of any and all rights to subrogation.
- 3 General Limitations on Scope of Work. Notwithstanding any other provision to the contrary in this Contract, including the incorporated Proposal, the Mechanical Service scope excludes:
 - (a.) Maintenance or repair of Equipment cabinets;
 - (b.) Ductwork and air distribution devices;
 - (c.) Water supply or drain beyond the Equipment;
 - (d.) Repair or replacement of heat exchangers in gas fired furnaces and duct heaters;
 - (e.) Repair or replacement of metal tubes in condensers, chiller, boilers or any other heat exchanger;
 - (f.) Moving or relocation of the subject equipment;
 - (g.) Repairs due to freezing;
 - (h.) Work made necessary by the enforcement of government codes, building and union regulations or as recommended by insurance companies;
 - (i.) Damage of any kind due to corrosion, erosion, electrolytic actions, acts of God, power failure, vandalism, or any other cause whatsoever beyond the control of Brandt;
 - (j.) Electrical components associated with the Equipment including: disconnect switches, fuses, circuit breakers, and electrical wiring not specifically identified within the scope of work;
 - (k.) Water treatment; and
 - (l.) Piping systems of any nature.
- 4 Hoisting/Rigging Operations. Prior to the use of heavy commercial hoisting or rigging equipment that could potentially cause damage to the Property or injury, Brandt will notify Customer in writing and shall not proceed without Customer's prior written consent. While all precautions will be exercised to protect Customer's Property, Brandt will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, except to the extent that the damage is caused by Brandt's gross negligence or willful misconduct.
- 5 Work Hours. Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 8:00 am to 5:00 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, Customer agrees to pay the Brandt's standard overtime charge rates.
- 6 Payments. Customer agrees to pay Brandt all sums due with respect to this Proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by Brandt within thirty (30) days following billing, such payment shall be considered past due. Beginning with the thirty-first (31st) day following billing, such payment shall bear interest at the maximum rate allowable by law until payment is received. If default is made in the payment of any sums due hereunder and it becomes necessary that this Contract be placed in the hands of an attorney for collection, Customer agrees to pay to Brandt all costs of collection, including reasonable attorney's fee. Brandt shall have the right to cancel this Contract at any time, upon five (5) business days' written notice, if payments as called for herein are not made.
- 7 Cancellation. This Contract may be cancelled by either party upon thirty (30) day written notice. In the event of cancellation by the Customer, Brandt reserves the right to invoice and be paid for work performed thru cancellation date.

Accepted By Customer: _____ Brandt: _____



The Brandt Companies, LLC

8848 N. Sam Houston Parkway W., Houston, TX 77064, (832) 714-3200, TACLA15221C/TECL20109/M40211

Proposal Date: **October 29, 2025**

Proposal#:

P-20250317-0056

24 Hour Service Dispatch: (832) 714-3300

Reference:

Replacement of 2 AAON Split Systems - Animal Adoption

Contract # CSP 22-049MF

- 8 No Liability from System Design or Existing Equipment Installation. Unless Brandt was the engineer of record for the existing system design under a prior and separate construction/design-build contract or system design is expressly included within the scope of the Proposal (and, in either case, to the extent of that design), Customer acknowledges and stipulates that Brandt did not select, advise Customer regarding, engineer, design or install the system, equipment or any component part thereof to be maintained under this Contract. Accordingly, Brandt shall not be liable in any capacity, under any theory of recovery for any claims or damages related to or originating from prior or existing defects, deficiencies, injuries, or damage (whether to the system, equipment or Property) associated therewith or as a result of prior ineffective maintenance. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery in accordance with the terms of the Contract.
- 9 No Liability for Incidental Microbiological Growth/Mold. Customer acknowledges that the Heating, Ventilation, and Air-Conditioning equipment and systems repaired or serviced as a part of this Contract may, under certain conditions, become conducive to or incidentally support microbiological growth. Brandt assumes no liability for nor warrants its work to protect against, eliminate or inhibit any type of incidental microbiological growth including, but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery and to take measures to discourage such growth as required and in accordance with the terms of the Contract.
- 10 Limitation of Damages for Breach of Contract. The full extent of Brandt's liability and Customer's exclusive remedy for damages from any breach of this Contract, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the annual Contract fee of the current year.
- 11 Mutual Waiver of Consequential and Punitive Damages. Notwithstanding any other provision to the contrary, Brandt and Customer mutually waive all claims against each other for any and all consequential/special/indirect/incidental and, to the extent allowable by law, all punitive/exemplary damages arising out of or relating to this Contract. This mutual waiver includes, but is not limited to, damages incurred for rental expenses, loss of use, lost revenue or profit, lost opportunity, loss of goodwill, loss of management or employee productivity, cost of capital, and cost of substitute facilities, services or goods regardless of the foreseeability of such damages. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to waive claims for and recovery of such damages on behalf of the property owner as well as for itself.
- 12 Indemnity. To the fullest extent permitted by law, to the PROPORTIONATE extent OF CUSTOMER'S AND Brandt's RESPECTIVE negligence and except as otherwise limited herein, CUSTOMER AND BRANDT agree to indemnify, defend, and hold ONE ANOTHER AND THEIR RESPECTIVE officers, directors, agents, assigns, successors and employees HARMLESS against all claims and damages, losses and expenses (including, but not limited to, REASONABLE attorney's fees) arising out of OR RELATED TO the performance of this contract. NOTWITHSTANDING THE FOREGOING PROVISION, THIS INDEMNITY IS SUBJECT TO THE LIMITATIONS OF LIABILITY IN SECTIONS 8-11 ABOVE.
- 13 Hazardous Materials. If Brandt encounters asbestos, polychlorinated biphenyl (PCB) or other hazardous materials on the Property, Brandt will immediately stop work and report in writing the evidence of such to Customer. Brandt will not resume work in the affected area until the hazardous material has been removed or determined harmless by a qualified laboratory at Customer's expense.
- 14 Dispute Resolution and Governing Law. This Contract shall be interpreted and construed according to the laws of the State of Texas. Any disputes arising out of or related to this Contract will be resolved by agreement through a meeting of executive representatives of each party. If no resolution can be reached, the dispute will be resolved through binding arbitration before an arbitrator experienced in construction law and according to the rules promulgated by the American Arbitration Association. The parties agree that the arbitration will be commenced within sixty (60) days of occurrence of the meeting of executive representatives. This Contract shall be governed by the laws of the State of Texas without regard to conflicts of laws principles.
- 15 Property Manager. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to enter into all of the terms of this Contract including, without limitation, the authority to waive claims for and recovery of consequential (special/indirect/incidental) and punitive damages on behalf of the property owner as well as for itself.
- 16 Entire Agreement. This Contract constitutes the entire agreement and is not assignable by either party without the express written consent of the other party. This Contract may be modified or amended only by written agreement of both parties.

Accepted By Customer: _____ Brandt: _____



AGENDA COMMENTARY

Meeting Date: 11/6/2025

Department: Utility Billing

Contact: Chris Thomas, Director of Finance,
Amy Sanchez, Utility Billing Manager

Agenda Item: Consider Ordinance No. 25-BB, amending Chapter 28, Comprehensive Fees, Water and Sewer, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of clarifying the wording related to the winter averaging methodology and the calculation timeline for single-family residential sewer rates; providing for publication; providing for severability; and setting forth other provisions related thereto.

Type of Item: Ordinance

Summary: In 1999, City Council adopted Ordinance 99-J, which established the City’s winter averaging method for calculating sewer charges. This method provides relief to residents during the summer months by basing sewer rates on average winter water usage, when usage is typically lower.

This proposed ordinance does not change any existing procedures or calculations. It simply clarifies the wording in the City’s Code to remove confusion about which months are used to determine the winter average for single-family residential customers.

Under the clarified ordinance, the winter average will continue to be based on water usage during November, December, and January, as reflected in the December, January, and February billing periods. Some confusion existed about which months were used to calculate the winter average and when those charges appeared on customer bills.

The average usage from these billing periods determines each customer’s winter average, which is then applied to sewer billing for a 12-month period beginning in April and ending in March of the following year.

For new customers or accounts without an established usage history during those months, a default winter average of 5,600 gallons is applied. This figure reflects the current average winter usage for single-family residential customers within the City of Alvin.

This ordinance does not modify the City’s existing practice but simply updates the Code to clearly define how the winter average is calculated, providing residents with a clear and accurate understanding of how sewer rates are determined.

Staff recommends approval of Ordinance 25-BB.

Funding Expected: Revenue Expenditure N/A

Funding Account: **Amount:**

Budgeted Item: Yes No N/A

1295 Form Required? Yes No

Legal Review Required: N/A Required **Date Completed:** 10/29/2025 SLH

Finance Review Required: N/A Required **Date Completed:** CT 10/30/2025

Supporting documents attached:

1. Ord. 25-BB; Amending Chapt 28; Winter Averaging; redline
 2. Ord. 25-BB; Amending Chapt 28; Winter Averaging; final
-

Recommendation: Move to approve Ordinance No. 25-BB, amending Chapter 28, Comprehensive Fees, Water and Sewer, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending the wording related to the winter averaging methodology and the calculation timeline for single-family residential sewer rates; providing for publication; providing for severability; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable:

Reviewed by Chief Financial Officer, if applicable:

Reviewed by City Attorney, if applicable:

Reviewed by City Manager, if applicable:

ORDINANCE NO. 25-BB

AN ORDINANCE AMENDING CHAPTER 28, COMPREHENSIVE FEES, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF CLARIFYING THE WORDING RELATED TO THE WINTER AVERAGING METHODOLOGY AND THE CALCULATION TIMELINE FOR SINGLE-FAMILY RESIDENTIAL SEWER RATES; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. That Section 28-2 of the Code of Ordinances of the City of Alvin, Texas, is hereby amended by revising the ~~water and sewer fee~~winter averagings as follows:

“Sec. 28-2. In General.

...

WATER AND SEWER

...

(11)

Winter averaging:

~~From and after the first billing cycle in June, 1999, the~~ The Ceity shall utilize a winter averaging methodology to determine water consumption ~~in connection with single-family residential sewer rates~~for single-family residential sewer rates. ~~The city shall average the consumer's water usage for the billing periods in the~~The winter average shall be based on the customer's water usage during months of ~~December~~November, January–December and February–January, as reflected in the billing periods for ~~December, January, and February. to determine the amount of (number of gallons) of water usage. That~~ The average shall water usage for those billing periods will constitute the water usage for purposes of billingthe customer's winter average for determining single-family residential sewer rates.

~~The winter average for consumers who have no~~For the customers without an account history during ~~for~~ the preceding December, January and February months, the winter average shall be established at 5,600 gallons, which represents the average winter usage for single-family residential customers. will be based on five thousand six hundred (5,600) gallons of water usage. Such amount constitutes the average of water usage for single-family residential consumers for such winter months. Commencing with the first billing cycle in June, 1999, and up until the first billing cycle in April, 2000, the city shall use the winter average of water usage for the billing periods in December, 1998, and January and February, 1999. Thereafter, with and from the first billing cycles in April, 2000, the city shall use the average of water usage for the immediately preceding

~~December, January and February months. Such average shall~~The established winter sewer averaging will remain in effect for 12 months, commencing in April and ending in March, be used for all the billing cycles for single-family residential sewer rates until the first billing cycle of the following April.

Section 2. That except as amended, herein all other provisions of Chapter 28 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

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

Section 4. Publication. The City Secretary of the City of Alvin is hereby directed to publish this Ordinance, or its caption, in one issue of the official City newspaper as required by the City of Alvin Charter.

Section 5. Effective Date. This Ordinance shall take effect immediately from and after its passage in accordance with the provisions of Chapter 52 of the Texas Local Government Code and the City of Alvin Charter.

Section 6. Open Meetings Act. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and the public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*. Notice was also provided as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

PASSED AND APPROVED on first and final reading, this 6th day of November 2025.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

ORDINANCE NO. 25-BB

AN ORDINANCE AMENDING CHAPTER 28, COMPREHENSIVE FEES, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF CLARIFYING THE WORDING RELATED TO THE WINTER AVERAGING METHODOLOGY AND THE CALCULATION TIMELINE FOR SINGLE-FAMILY RESIDENTIAL SEWER RATES; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. That Section 28-2 of the Code of Ordinances of the City of Alvin, Texas, is hereby amended by revising the winter averaging as follows:

“Sec. 28-2. In General.

...

WATER AND SEWER

...

(11)

Winter averaging:

The City shall utilize a winter averaging method to determine water consumption for single-family residential sewer rates. The winter average shall be based on the customer’s water usage during months of November, December and January, as reflected in the billing periods for December, January, and February. The average water usage for those billing periods will constitute the customer’s winter average for determining single-family residential sewer rates.

For the customers without an account history for the preceding December, January and February months, the winter average shall be established at 5,600 gallons, which represents the average winter usage for single-family residential customers. The established winter sewer averaging will remain in effect for 12 months, commencing in April and ending in March.

Section 2. That except as amended, herein all other provisions of Chapter 28 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

Section 3. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining

portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

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PASSED AND APPROVED on this 6th day of November 2025.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 11/6/2025

Department: Finance

Contact: Chris Thomas, Director of Finance

Agenda Item: Acknowledge receipt of the Quarterly Investment Report as of September 30, 2025.

Type of Item: Action Item

Summary: The City Charter, along with Texas Government Code 2256.023, requires that the investment officer present to the governing body not less than a quarterly written report on the investment transactions of the City. Chapter 2256 is also referred to as the Public Funds Investment Act and guides investment officers on how to create and modify policies relating to investments, implement internal controls, incorporate ethics, find suitable investment options, complete training and create or present reports including pertinent financial investment data. Attached is the quarterly investment report for the period ending September 30, 2025.

The City's investment portfolio as of September 30, 2025, totaled \$151,561,242.15. In summary:

- \$117,702,003.51 in the investment pool options
- \$33,859,238.64 in the bank depository accounts
- \$1,182,968.15 in interest earned during the quarter
- The City's average yield for the quarter was 3.6259%, while the City's benchmark rate (i.e. 90-day T-Bill) would be between 4.0964% and 4.1963%

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

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

Legal Review Required: N/A Required **Date Completed:** 11/3/2025 SLH

Finance Review Required: N/A Required **Date Completed:** CT 10/30/2025

Supporting documents attached:

1. Investment Report Q4 2025

Recommendation: Move to acknowledge receipt of the Quarterly Investment Report ending September 30, 2025.

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

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

Quarterly Investment Report – City of Alvin Ended September 30, 2025

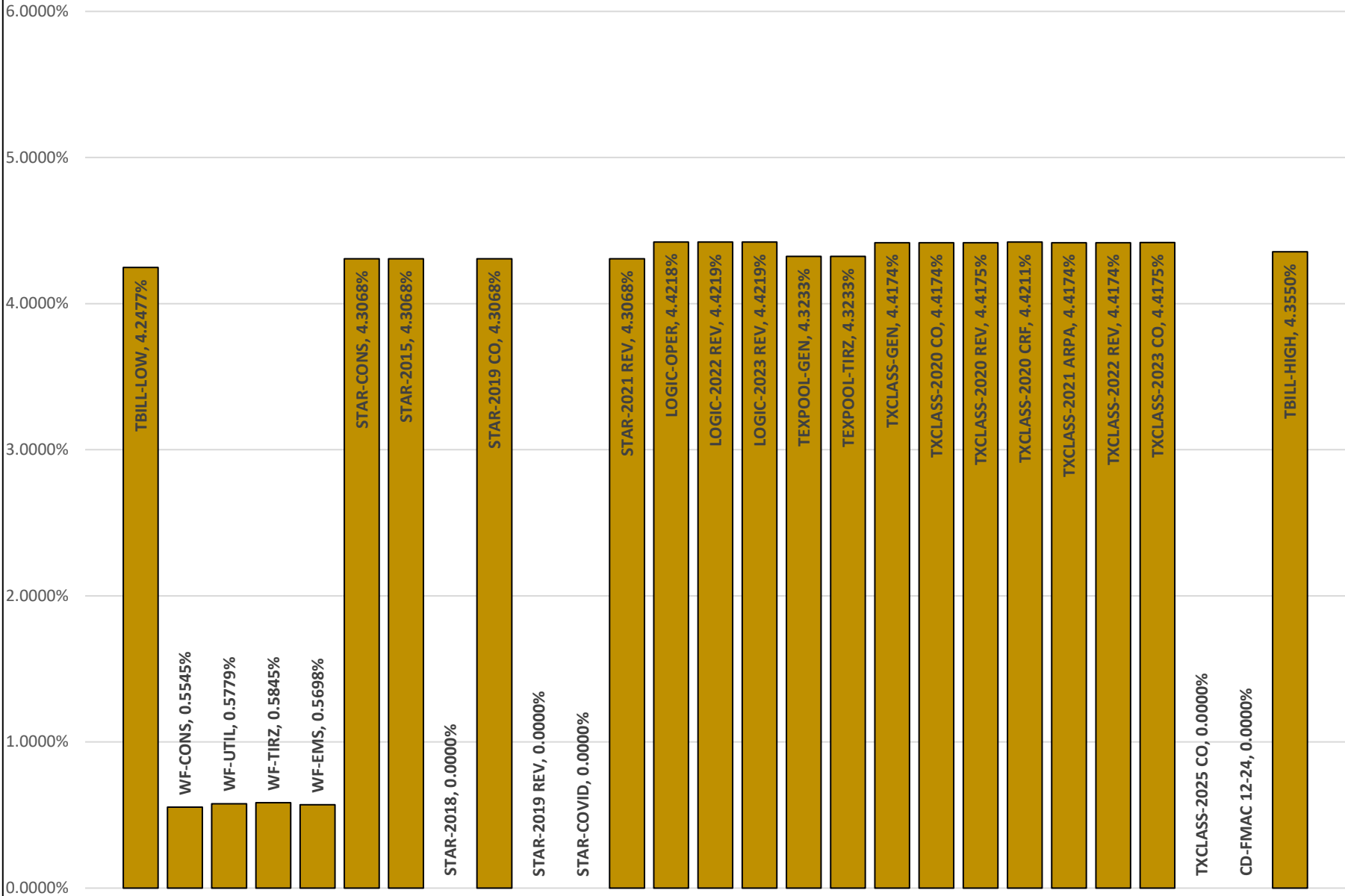
The City of Alvin has 21 accounts based across five different investment institutions (Wells Fargo, TexSTAR, LOGIC, TEXPOOL, and Texas CLASS). A new account was opened at the Texas CLASS institution for bond revenues from the 2025 CO issuance. Any previous accounts closed had remaining funds transferred to the City's consolidated account. The cash investments for the City as of September 30, 2025, totaled \$151,561,242.15. This represents an increase of \$18,343,641.10 compared to the previous quarter's total. However, the exclusion of the bond purchase would result in a decrease in total funds when compared to the previous quarter. The decrease can be attributed to project expenses which increase during the summer months with longer days and better weather. Property tax revenues slowed during Q4 as most citizens have already paid their yearly property tax bill. Additionally, payments are due in August for previously issued bonds. The majority of the City's funds (78 percent) are allocated to various investment pools which offer better interest yields when compared to other alternatives.

The City uses a benchmark of a 91-day T-Bill to measure the investments of each account. There is a low interest rate and high interest rate used to create a target range based on the actual coupon value and discounted coupon value. For the quarter, many of the investment accounts exceeded the higher benchmark value (4.0964% - 4.1963%). Many of the depository accounts do not approach the benchmark range. However, the City must use standard banking depositories to pay vendors and transact daily business that investment pools are not designed for, so the lower interest rates cannot be avoided. The investment officer must balance the amounts needed for daily operations with amounts that can be transferred to other higher-yield accounts to earn more interest. The benchmark interest rates decreased from the previous quarter to the current. The Federal Reserve lowered the interest rate in September, lowering the benchmark percentages. As the investment pools returned yields above the benchmark before the cuts, the overall quarterly rates for the pools were better than the benchmark rate. This ensures quality interest yields for little risk while the investment pools slowly lower closer to the benchmark high level.

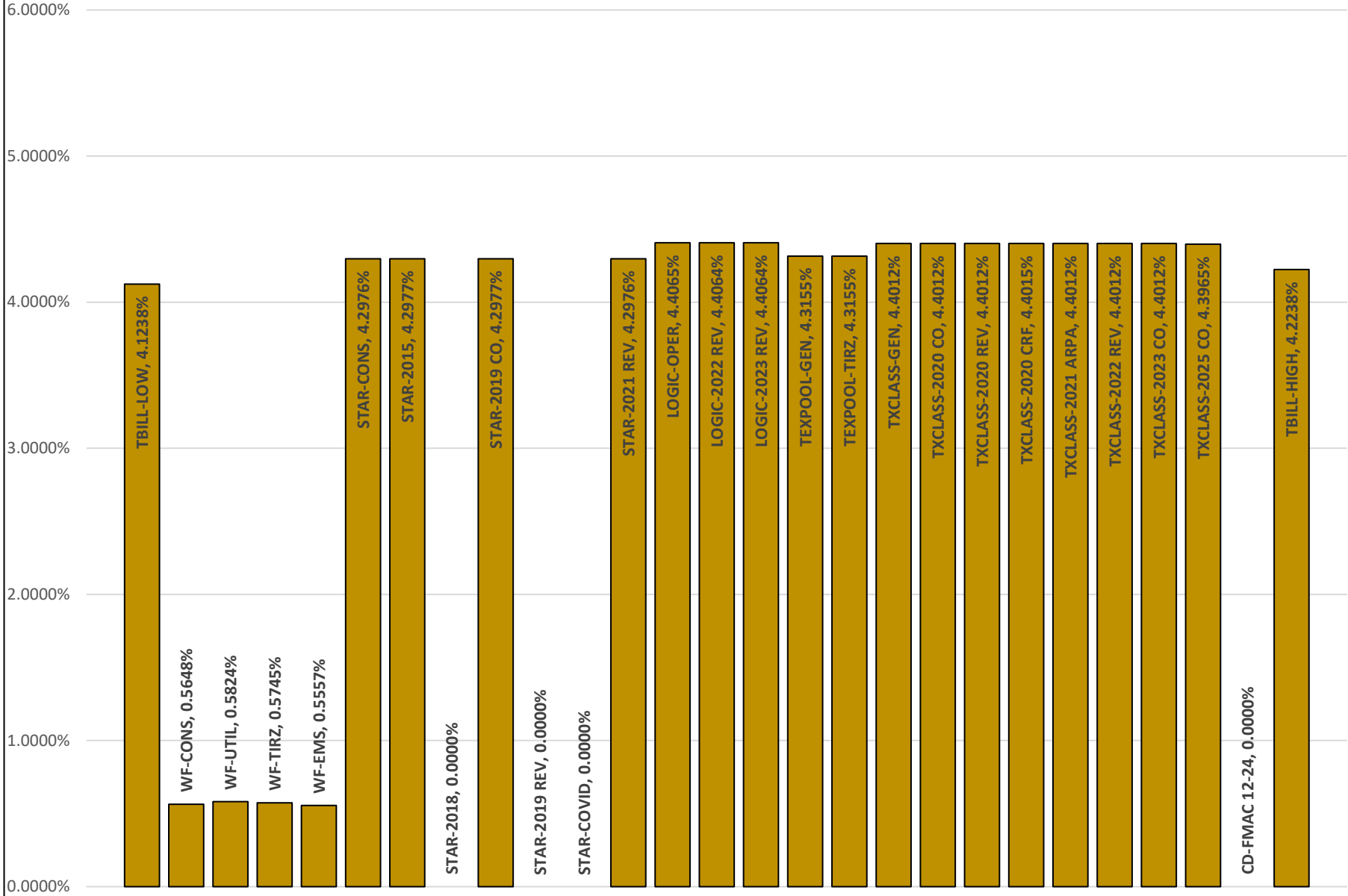
The Weighted Average Maturity (WAM) for the entire portfolio was one (1) day at the end of the quarter. This value signifies higher liquidity as the City has moved away from longer developing maturities of CDs and investment securities. These investments offer little-to-no liquidity and do not offer a substantially higher interest rate to compensate for the committed time of investment.

The investment staff is monitoring the market and always looking for potential investments that are safe, have a favorable yield, and allow the City to diversify the investment funds. Any investment method the City uses must maintain at least a AAA rating from one rating agency, so the investment staff monitors the current institutions while looking to add other sources. Should any of the institutions fall below that rating level, funds will be reallocated to ensure the safety of the principal.

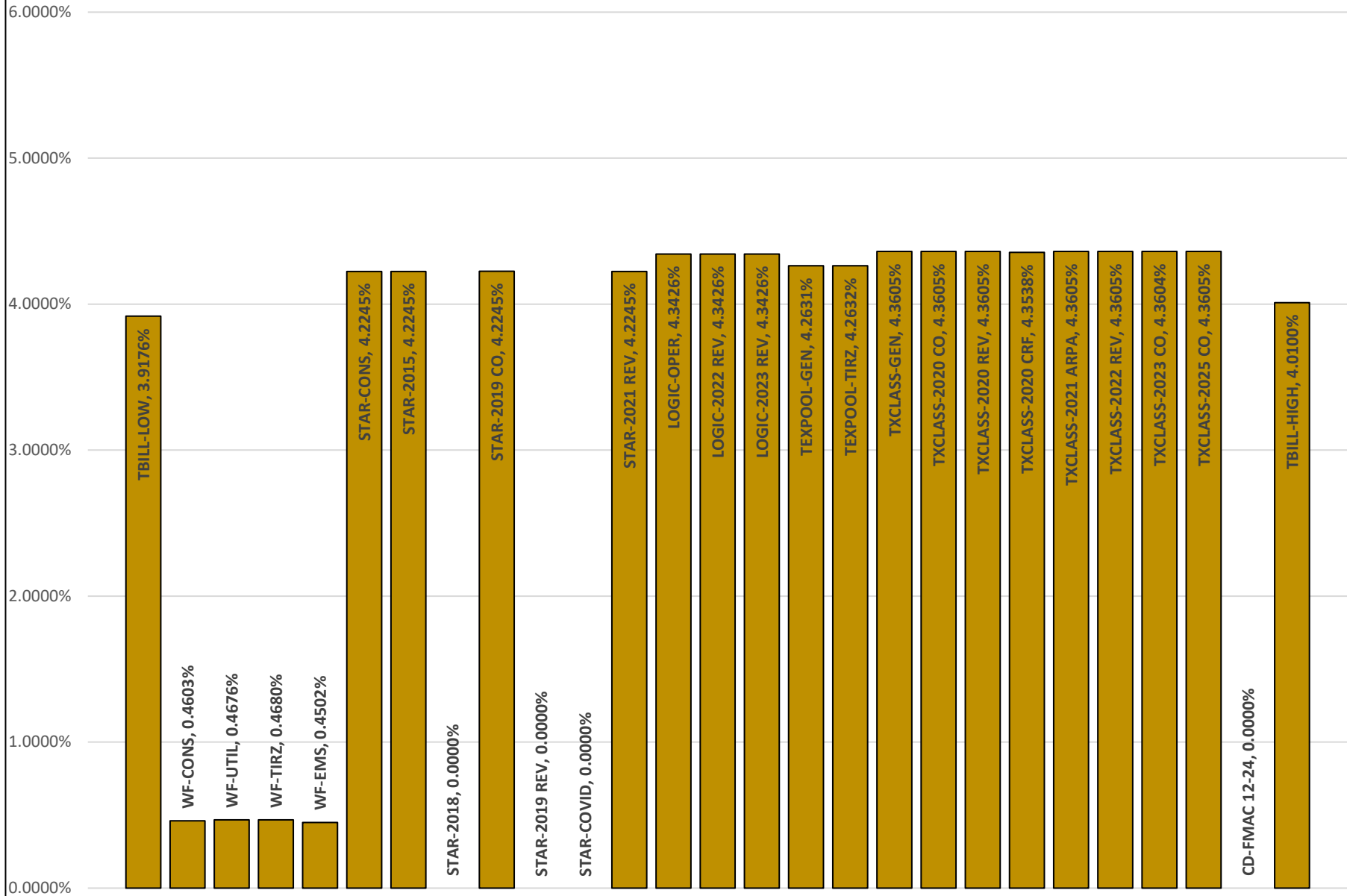
Interest Rate Comparison - July



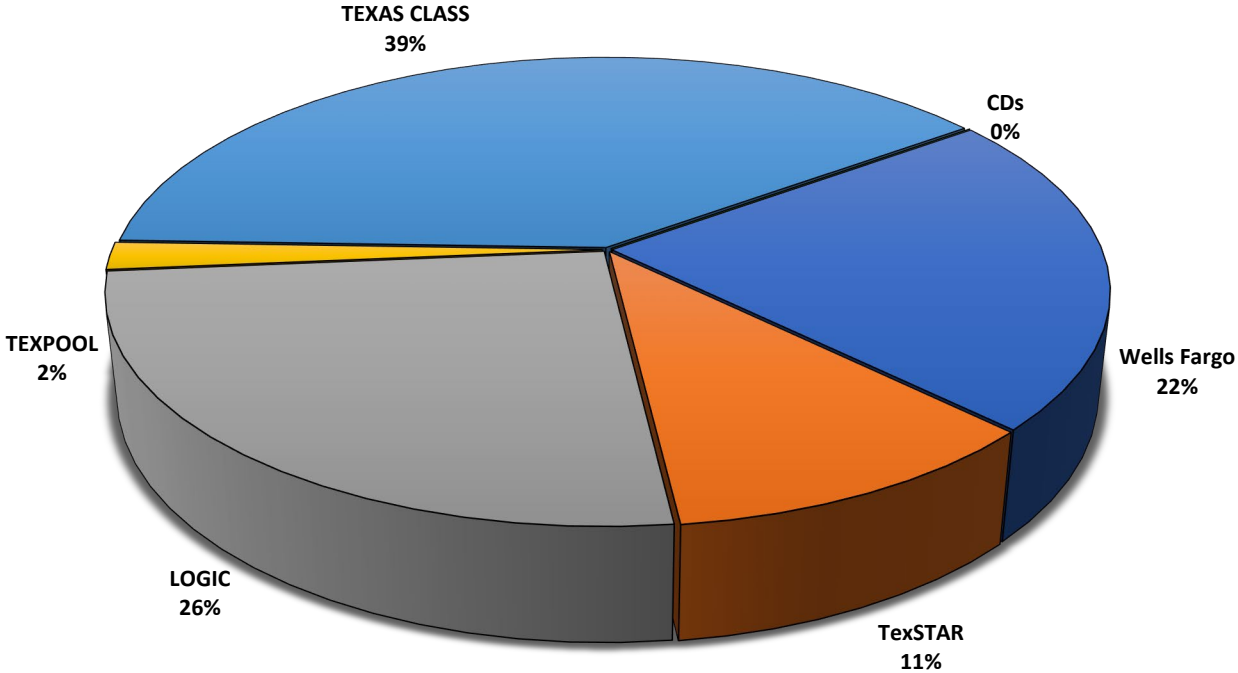
Interest Rate Comparison - August



Interest Rate Comparison - September



Fund Distribution



Christopher Thomas

Christopher Thomas, Investment Officer



AGENDA COMMENTARY

Meeting Date: 11/6/2025

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider Ordinance 25-CC, granting consent to the addition of approximately 32.79 acres of land to Brazoria County Municipal Utility District No. 48; approving additional consent conditions; making findings of fact; providing a severability clause; and providing an effective date.

Type of Item: Action Item

Summary: On October 18, 2018, the City consented to the creation of Brazoria County Municipal Utility District No. 48 (the "District") by Ordinance No. 18-R. The District was created by an order of the Texas Commission on Environmental Quality on June 14, 2013, and operates pursuant to Chapters 49 and 54 of the Texas Water Code.

On or about September 30, 2025, the City of Alvin, Texas received a Petition for Consent to Annex Land into the District from the District and Scarborough Brazoria LLC, a Texas limited liability company, SLD Brazoria LLC, a Delaware limited liability company, Walton Texas, LP, a Texas limited partnership, and Clara Chong, as Special Signatory Co-Trustee, the owners of the land, to include approximately 32.79 acres into the District. Section 54.016 of the Texas Water Code provides that no land within the corporate limits of a city or within the extraterritorial jurisdiction of a city, shall be included within a municipal utility district unless such city grants its written consent to the inclusion of the land within the district.

Staff recommends approval.

Funding Expected: Revenue <input type="checkbox"/> Expenditure <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Budgeted Item: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Funding Account: _____	Amount: _____
1295 Form Required? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Legal Review Required: N/A <input type="checkbox"/> Required <input checked="" type="checkbox"/>	Date Completed: <u>10/28/2025 SLH</u>
Finance Review Required: N/A <input checked="" type="checkbox"/> Required <input type="checkbox"/>	Date Completed: _____

Supporting documents attached:

1. Ord 25-CC; Consent to Annex into MUD 48 for 32.79 acres
2. Exhibit A; Petition for Consent_32.79 acres
3. Letter to Alvin; Proposed Annexation_32.79 acres
4. Boundary Map_488.846 acres

Recommendation: Move to approve Ordinance 25-CC, granting consent to the addition of approximately 32.79 acres of land to Brazoria County Municipal Utility District No. 48; approving additional consent conditions; making findings of fact; providing a severability clause; and providing an effective date.

Reviewed by Department Head, if applicable: __
Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: __
Reviewed by City Manager, if applicable: X

ORDINANCE NO. 25-CC

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, GRANTING CONSENT TO THE ADDITION OF APPROXIMATELY 32.79 ACRES OF LAND TO BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 48; APPROVING ADDITIONAL CONSENT CONDITIONS; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvin, Texas (the “City”), consented to the creation of Brazoria County Municipal Utility District No. 48 (the “District”) by Ordinance No. 18-R, passed and adopted by City Council on October 18, 2018; and

WHEREAS, the District was created by an order of the Texas Commission on Environmental Quality on June 14, 2013, and operates pursuant to Chapters 49 and 54 of the Texas Water Code, as amended; and

WHEREAS, the District and Scarborough Brazoria LLC, a Texas limited liability company, SLD Brazoria LLC, a Delaware limited liability company, Walton Texas, LP, a Texas limited partnership, and Clara Chong, as Special Signatory Co-Trustee, the owners of the land herein requested to be added to the District, have petitioned the City to consent to addition of approximately 32.79 acres of land more fully described in the petition and the exhibit attached hereto as Exhibit A; and

WHEREAS, the land sought to be annexed into the District is situated wholly within Brazoria County, Texas, and no part of the land is within the corporate limits or extraterritorial jurisdiction of any city, town or village other than the City of Alvin, Texas; and

WHEREAS, Section 54.016 of the Texas Water Code, as amended, provides that no land within the corporate limits of a city or within the extraterritorial jurisdiction of a city, shall be included within a municipal utility district unless such city grants its written consent to the inclusion of the land within the district; and

WHEREAS, the City Council of the City desires to create Ordinance No. 25-CC as set forth herein for the purpose of consenting to the addition of said land to the District and establishing the terms and conditions of such consent.

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

Section 1. The facts and recitals set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The City Council of the City of Alvin, Texas, hereby grants its specific written consent to the addition of the approximately 32.79 acres of land referenced above that are situated within the corporate limits of the City of Alvin, Texas, into the District as described in

the Petition and the exhibit, attached hereto as Exhibit A. The Petition is hereby granted, subject to the terms and conditional set forth in the additional Consent Conditions set forth in Exhibit B, attached hereto. This Ordinance shall not impair the effectiveness of any agreement between the City and the District dated prior to the effective date hereof or conditions contained in Ordinance 18-E consenting to the creation of the District.

Section 3. In addition to all the rights and remedies provided by the laws of the State of Texas, in the event the District violates the terms and provisions of the City’s written consent, the City shall be entitled to injunctive relief or a writ of mandamus issued by a court of competent jurisdiction restraining, compelling or requiring the District and its officials to observe and comply with the terms and provisions of this Ordinance.

Section 4. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

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

PASSED AND APPROVED on this the 6th day of November 2025.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

PETITION FOR CONSENT TO ANNEX LAND INTO
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 48

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF ALVIN,
TEXAS:

The undersigned, SCARBOROUGH BRAZORIA LLC, a Texas limited liability company, SLD BRAZORIA LLC, a Delaware limited liability company, WALTON TEXAS, LP, a Texas limited partnership, and CLARA CHONG, as Special Signatory Co-Trustee under the Trust Agreements establishing the Trusts owning one or more undivided ownership interests in the property, including, but not limited to, the Trusts identified on **Schedule 1** attached hereto, on behalf of the Trustees for such Trusts (including, but not limited to, the Trusts identified on the attached **Schedule 1**) (collectively, the "Petitioners") and BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 48 acting pursuant to the provisions of Chapter 49, Texas Water Code, particularly Section 49.301, together with all amendments and additions thereto, respectfully petition the City Council of the City of Alvin, Texas (the "City"), for its written consent to the annexation by the District of approximately 32.79 acres of land described by metes and bounds in **Exhibit A** (the "Land"), which is attached hereto and incorporated herein for all purposes. In support of this petition, the undersigned would show the following:

I.

The District is a municipal utility district duly created under the laws of the State of Texas on June 14, 2013. The District was created and organized under the terms and provisions of Article XVI, Section 59, of the Constitution of Texas, and is governed by the provisions of Chapters 49 and 54, Texas Water Code, as amended.

II.

The Petitioners hold fee simple title to their respective portions of the Land, as indicated by the certificate of ownership provided by the Brazoria County Appraisal District and supplemented, as needed, by certified deeds recorded in the Official Public Records of Brazoria County, Texas.

III.

Each of the Petitioners represents that there are no lienholders on their respective portion of the Land.

IV.

The Land is situated wholly within Brazoria County, Texas. No part of the Land is within the corporate limits of any incorporated city, town or village except the City, and no part of the Land is within the extraterritorial jurisdiction (as such term is defined of Texas Local Government Code Section 42.021 et seq., as amended) of any city, town or village. All of the Land may properly be annexed into the District.

The general nature of the work to be done within the Land is the construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system, a drainage and storm sewer system, road facilities, and parks and recreational facilities.

V.

There is, for the following reasons, a necessity for the above-described work. The Land, which will be developed for commercial and/or residential purposes, is urban in nature, is within the growing environs of the City, is in close proximity to populous and developed sections of Brazoria County, Texas, and within the immediate future will experience a substantial and sustained residential and commercial growth. There is not now available within the Land an adequate waterworks and sanitary sewer system nor an adequate drainage system, nor road facilities, nor parks or recreational facilities, and it is not presently economically feasible for the Land to provide for such systems and facilities itself. Because the health and welfare of the present and future inhabitants of the Land and of lands adjacent thereto require the construction, acquisition, maintenance and operation of an adequate waterworks and sanitary sewer system and a drainage and storm sewer system, road facilities, and parks and recreational facilities, a public necessity exists for the annexation of the Land into the District, to provide for the purchase, construction, extension, improvement, maintenance and operation of such waterworks and sanitary sewer system and such drainage and storm sewer system, such road facilities, and such parks and recreational facilities, so as to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VI.

The undersigned estimate, from such information as they have at this time, that the cost of extending the District's facilities to serve the Land is \$6,000,000.

VII.

The Petitioners and the District agree and hereby covenant that if the requested consent to the annexation of the Land to the District is given, the Petitioners and the District will adopt and abide by the conditions set forth in **Exhibit B**, attached hereto and incorporated herein for all purposes.

WHEREFORE, the undersigned respectfully pray that this petition be heard and granted in all respects and that the City give its written consent to the annexation of the Land into the District.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on September 25, 2025.

BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 48

By: 

Name: William D. Baird

Title: Vice President

ATTEST:

(SEAL)

By: 

Name: Rayne Mosher

Title: Secretary

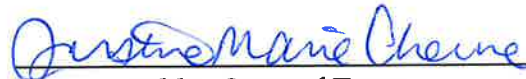


THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §


This instrument was acknowledged before me on September 25, 2025, by William D. Baird, as Vice President, and Rayne Mosher, as Secretary, of the Board of Directors of BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 48, a political subdivision of the State of Texas, on behalf of said political subdivision.



(NOTARY SEAL)

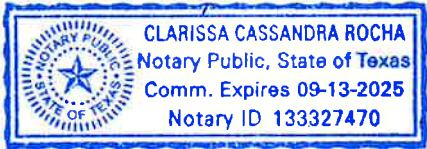

Notary Public, State of Texas

SCARBOROUGH BRAZORIA LLC,
a Texas limited liability company


By: 
Name: Ryan Burkhardt
Title: manager

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on August 22nd, 2025,
by RYAN BURKHARDT, as MANAGER of
SCARBOROUGH BRAZORIA LLC, a Texas limited liability company, on behalf of said
limited liability company.



(NOTARY SEAL)

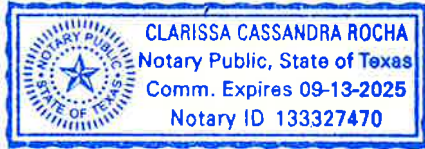

Notary Public, State of Texas

SLD BRAZORIA LLC,
a Delaware limited liability company

By: *[Signature]*
Name: *Ryan Burkhardt*
Title: *Manager*

THE STATE OF TEXAS §
 §
COUNTY OF *DALLAS* §

This instrument was acknowledged before me on *AUGUST 22ND*, 2025,
by *RYAN BURKHARDT*, as *MANAGER* of SLD
BRAZORIA LLC, a Delaware limited liability company, on behalf of said limited liability
company.



[Signature]
Notary Public, State of Texas

(NOTARY SEAL)

WALTON TEXAS, LP, a Texas limited partnership

By: Walton Texas GP, LLC,
a Texas limited liability company,
its General Partner

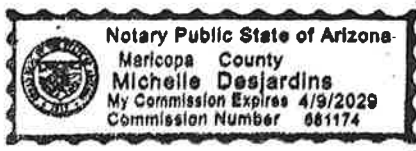
By: Walton International Group, Inc.,
a Nevada corporation,
its Manager

By: _____
Name: Robert Nixon
Title: Authorized Signatory

THE STATE OF ARIZONA §
 §

COUNTY OF MARICOPA §

This instrument was acknowledged before me on August 11, 2025,
by Robert Nixon, as Authorized Signatory of Walton
International Group, Inc., a Nevada corporation, Manager of Walton Texas GP, LLC, a
Texas limited liability company, General Partner of WALTON TEXAS, LP, a Texas
limited partnership, on behalf of said partnership.



(NOTARY SEAL)

M. Desjardins
Notary Public, State of Arizona

EXHIBIT A

BCMUD48 SURVEY DESCRIPTIONS
32.79 ACRES
FIRST ANNEXATION TRACT 1

JUNE 5, 2025
JOB NO. 15091-00

DESCRIPTION OF A 32.79 ACRE TRACT OF LAND SITUATED
IN THE FRANCIS MOORE SURVEY, ABSTRACT NO. 100
BRAZORIA COUNTY, TEXAS

BEING a 32.79 acre (1,428,210 square foot) tract of land situated in the Francis Moore Survey, Abstract No. 100 of Brazoria County, Texas and being a portion of a called 38.90 acre tract of land as described in an instrument to Savannah Joint Venture recorded under Brazoria County Clerk's File Number (B.C.C.F. No.) 2009028077, same being a portion of a called 531.50 acre tract of land described as Parcel 2 in an instrument to Walton Texas, LP recorded under Instrument Number 2017010196 of the Official Public Records of Brazoria County (O.P.R.B.C.) a portion of a called 10.07 acre tract of land described in an instrument to Scarborough Brazoria LLC recorded under Instrument Number 2024052585 of the O.P.R.B.C., and a portion of called 206.3 acre tract of land described in an instrument to SLD Brazoria LLC recorded under Instrument Number 2025024009 of the O.P.R.B.C., said 32.79 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the Easterly line of RE-PLAT OF SAVANNAH PLANTATION SECTION FOUR as cited herein:

COMMENCING at a 1/2-inch iron pipe with cap stamped "BGE INC" found for the Northeast corner of Lot 22, Block 2 of RE-PLAT OF SAVANNAH PLANTATION SECTION FOUR a subdivision per plat recorded under Document Number 2011036858 of the Brazoria County Plat Records (B.C.P.R.) same being the Northwest corner of said 38.90 acre tract;

THENCE, N 67°29'45" E, a distance of 347.83 feet along a Southerly line of said 206.3 acre tract to a point for the **POINT OF BEGINNING** of the herein described tract, same being an interior corner of said 206.3 acre tract;

THENCE, along and with the perimeter of said 38.90 acre tract and over and across said 531.50 acre tract, said 10.07 acre tract and said 206.3 acre tract the following courses and distances:

N 67°23'07" E, a distance of 1,069.90 feet to a point for an interior corner of the herein described tract;

N 10°43'43" E, a distance of 80.00 feet to a point for the beginning of a non-tangent curve to the right from which its center bears S 10°43'44" W, 740.00 feet;

In a Southeasterly direction, a distance of 351.30 feet along and with said curve to the right, having a radius of 740.00 feet, a central angle of 27°12'00" and a chord which bears S 65°40'16" E, 348.01 feet to a point of tangency;

S 52°04'16" E, a distance of 15.15 feet to a point for an interior corner of the herein described tract;

N 37°55'44" E, a distance of 202.91 feet to a point for the beginning of a tangent curve to the right;

BCMUD48 SURVEY DESCRIPTIONS
32.79 ACRES
FIRST ANNEXATION TRACT 1

JUNE 5, 2025
JOB NO. 15091-00

In a Northeasterly direction, a distance of 237.65 feet along and with said curve to the right, having a radius of 640.00 feet, a central angle of 21°16'33" and a chord which bears N 48°34'01" E, 236.29 feet to a point for the Northeast corner of the herein described tract;

S 48°30'36" E, a distance of 498.34 feet to a point for the beginning of a non-tangent curve to the left from which its center bears S 38°21'16" E, 1,700.00 feet;

In a Southwesterly direction, a distance of 407.49 feet along and with said curve to the left, having a radius of 1,700.00 feet, a central angle of 13°44'02" and a chord which bears S 44°46'43" W, 406.52 feet to a point for the beginning of a reverse curve to the right;

In a Southwesterly direction, a distance of 979.80 feet along and with said curve to the right, having a radius of 1,900.00 feet, a central angle of 29°32'48" and a chord which bears S 52°41'06" W, 968.98 feet to a point of tangency;

S 67°27'30" W, a distance of 665.48 feet a 3/4-inch iron pipe with cap stamped " S ADAMS RPLS 3666" found for the Northeast corner of Lake Reserve as shown on SAVANNAH PLANTATION SECTION THREE a subdivision per plat recorded under Volume 21, Page 1-2 of the B.C.P.R., lying on the Westerly line of said 206.3 acre tract and being Southwest corner of the herein described tract;

THENCE, N 22°32'27" W, a distance of 874.26 feet along and with the West line of said 206.3 acre tract to the **POINT OF BEGINNING** and containing 32.79 acres (1,428,210 square feet) of land.

This document was prepared under 22 TAC 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



Chris Jordan RPLS No. 6750
BGE, Inc.
10777 Westheimer Road, Suite 500
Houston, Texas 77042
Telephone: (281) 558-8700
TBPLS Licensed Surveying Firm No. 10106500

Exhibit B

(a) The District may issue bonds, including refunding bonds, for any purposes authorized by law, including but not limited to, purchasing, refinancing, designing and constructing, or otherwise acquiring water works systems, sanitary sewer systems, storm sewer systems, and drainage facilities, recreational facilities, road facilities or parts of such systems or facilities, and to make any and all necessary purchases, constructions, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Such bonds must provide that the District reserves the right to redeem said bonds on any interest payment date subsequent to the 15th anniversary of the date of issuance (or any earlier date at the discretion of the District) without premium, and none of such bonds, other than refunding bonds, will be sold for less than 95 percent of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date of the sale of such bonds. If the district pledges revenues from the operation of the District's water and sewer and/ or drainage system to the payment of the District's bonds, the resolution authorizing the issuance of the District's bonds will contain a provision that the pledge of any revenues from the operation of the District's water and sewer and/ or drainage system to the payment of the District's bonds will terminate when and if the City dissolves the District, takes over the assets of the District, and assumes all of the obligations of the District.

(b) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the City, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage and road facilities to serve the District and obtain the approval of such plans and specifications therefrom. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform to the specifications of the City. All water service lines and sewer service lines, lift stations, roads and appurtenances thereto, installed or used within the District will comply with the City's standard plans and specifications as amended from time to time. Prior to the construction of such facilities within or by the District, the District or its engineer will give written notice by registered or certified mail to the City, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, drainage and road facilities will be in accordance

with the approved plans and specifications and with applicable standards and specifications of the City; and during the progress of the construction and installation of such facilities, the City may make periodic on-the-ground inspections.

(c) In the event that the District operates a sewage treatment plant, the District will agree to employ a sewage plant operator holding an applicable, valid certificate of competency issued under the direction of the Texas Commission on Environmental Quality ("TCEQ"). The District will agree to make periodic analyses of its discharge pursuant to the rules of the TCEQ and further, to send copies of all such effluent data to the City, as well as to the TCEQ. The District will agree that representatives of the City may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof.

(d) The District, its board of directors, officers, developers, and or landowners will not permit the construction, or commit to any development within, the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitations or the District's allocated capacity therein.

(e) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the limits of the District will obtain the approval of the appropriate officials of the City of a plat which will be duly recorded in the Official Records of Brazoria County, Texas, and otherwise comply with the rules and regulations of the City.

SCHEDULE I

TRUSTS

1. ABDUL RAHEMAN, RAJALE BIN Brazoria Meadows Revocable Trust
2. AHMAD, ABDUL KHALID BIN Brazoria Meadows Revocable Trust
3. AHMAD, YACOB BIN Brazoria Meadows Revocable Trust
4. AKAO, Kentaro Brazoria Meadows Revocable Trust
5. ANG, ALBERT HONG WOO Brazoria Meadows Revocable Trust
6. ANG, EILEEN Brazoria Meadows Revocable Trust
7. ANG, WEE KIAN Brazoria Meadows Revocable Trust
8. ANG, WOO CHEE Brazoria Meadows Revocable Trust
9. ARAKI, Hiroko Brazoria Meadows Revocable Trust
10. ARVEY, Richard David Brazoria Meadows Revocable Trust
11. AU, Wah Tung Brazoria Meadows Revocable Trust
12. AU-YEUNG, Wun Man Brazoria Meadows Revocable Trust
13. AW, GARY Brazoria Meadows Revocable Trust
14. AZIZ MOHAMMED, MOHAMMED AZMAN BIN Brazoria Meadows Revocable Trust
15. BAO, Qinjun Brazoria Meadows Revocable Trust
16. BARDET, Vincent Brazoria Meadows Revocable Trust
17. BERMAN, JEREMY ABRAHAM Brazoria Meadows Revocable Trust
18. BHAGWANDAS, VASDEV Brazoria Meadows Revocable Trust
19. BRUMMER, Mathieu Brazoria Meadows Revocable Trust
20. BUN, PUI YOKE Brazoria Meadows Revocable Trust
21. BUTRIM, ALEXEY Brazoria Meadows Revocable Trust
22. CABRAL, RITIKA Brazoria Meadows Revocable Trust
23. CAI, Wei Dong Brazoria Meadows Revocable Trust
24. CATHALA, Laurent Jacques Jean Brazoria Meadows Revocable Trust
25. CAYFORD, BARRIE HAYDN Brazoria Meadows Revocable Trust
26. CHAI, Dong Brazoria Meadows Revocable Trust
27. CHAN CHENG, Yuk Hing Deborah Brazoria Meadows Revocable Trust
28. CHAN, CHERRY HIANG PUAY Brazoria Meadows Revocable Trust
29. CHAN, CHRISTINE SAU KUEN Brazoria Meadows Revocable Trust
30. CHAN, ENG WAH Brazoria Meadows Revocable Trust
31. CHAN, Hau Yi Brazoria Meadows Revocable Trust
32. CHAN, Oi Ming Brazoria Meadows Revocable Trust
33. CHAN, See Meng Brazoria Meadows Revocable Trust
34. CHAN, SHEUE LING Brazoria Meadows Revocable Trust
35. CHAN, Sui Chung Brazoria Meadows Revocable Trust
36. CHAN, Tin Yan Brazoria Meadows Revocable Trust
37. CHAN, Tsan Wa Brazoria Meadows Revocable Trust
38. CHAN, TUCK WAI Brazoria Meadows Revocable Trust
39. CHAN, WILSON WAI CHUNG Brazoria Meadows Revocable Trust
40. CHANG, CHUN YUAN Brazoria Meadows Revocable Trust

Certificate of Trust
11041214521\AMERICAS

41. CHANG, JULIAN JO LIAN Brazoria Meadows Revocable Trust
42. CHANG, SEW KEE Brazoria Meadows Revocable Trust
43. CHAO, ZHANG QI Brazoria Meadows Revocable Trust
44. CHAU, Pui Fan Brazoria Meadows Revocable Trust
45. CHAY, Sipa Brazoria Meadows Revocable Trust
46. CHEE, JANET MEI LENG Brazoria Meadows Revocable Trust
47. CHEE, SHEH MAI Brazoria Meadows Revocable Trust
48. CHEE, YAN PONG Brazoria Meadows Revocable Trust
49. CHEN, CHERN YI Brazoria Meadows Revocable Trust
50. CHEN, Ching Kuen Brazoria Meadows Revocable Trust
51. CHEN, Ching Kuen Brazoria Meadows Revocable Trust
52. CHEN, HOoy LEE Brazoria Meadows Revocable Trust
53. CHEN, Huei-Fen Brazoria Meadows Revocable Trust
54. CHEN, Lung-Hsiung Brazoria Meadows Revocable Trust
55. CHEN, MEE CHING Brazoria Meadows Revocable Trust
56. CHEN, SEONG FOOK Brazoria Meadows Revocable Trust
57. CHEN, SHIANG Brazoria Meadows Revocable Trust
58. CHEN, TEAK HUAT Brazoria Meadows Revocable Trust
59. CHEN, TEIK FOOI Brazoria Meadows Revocable Trust
60. CHEN, WEE LING Brazoria Meadows Revocable Trust
61. CHENG, Chi Yan Brazoria Meadows Revocable Trust
62. CHENG, JING YI Brazoria Meadows Revocable Trust
63. CHENG, Pui Yan Brazoria Meadows Revocable Trust
64. CHENG, Sirea Wai Har Brazoria Meadows Revocable Trust
65. CHENG, SOH MEI Brazoria Meadows Revocable Trust
66. CHEONG, SIEW MAE Brazoria Meadows Revocable Trust
67. CHEONG, SIEW WAH Brazoria Meadows Revocable Trust
68. CHER, GABRIEL LIU YUAN Brazoria Meadows Revocable Trust
69. CHER, MATTHIAS TZE HANG Brazoria Meadows Revocable Trust
70. CHEUNG, Sau Wun Brazoria Meadows Revocable Trust
71. CHEW, SUHON Brazoria Meadows Revocable Trust
72. CHEW, SUYIN Brazoria Meadows Revocable Trust
73. CHIA, CHOY PING Brazoria Meadows Revocable Trust
74. CHIA, WEE KIAT Brazoria Meadows Revocable Trust
75. CHIBA, Mitsuhiro Brazoria Meadows Revocable Trust
76. CHIBANA, Rui Brazoria Meadows Revocable Trust
77. CHIN, KIM KEOW Brazoria Meadows Revocable Trust
78. CHIU, Tsz Him Danny Brazoria Meadows Revocable Trust
79. CHNG, KIM NEO Brazoria Meadows Revocable Trust
80. CHNG, SHAUN SHING JI Brazoria Meadows Revocable Trust
81. CHOI, Pak Hei Brazoria Meadows Revocable Trust
82. CHONG, CHEE KEONG Brazoria Meadows Revocable Trust
83. CHONG, CHEW LIEN Brazoria Meadows Revocable Trust

84. CHONG, LENG LENG Brazoria Meadows Revocable Trust
85. CHONG, Wai Fung Brazoria Meadows Revocable Trust
86. CHONG, WEI SHIUAN Brazoria Meadows Revocable Trust
87. CHONG, YEOU FOONG Brazoria Meadows Revocable Trust
88. CHOO, MUI LUAN Brazoria Meadows Revocable Trust
89. CHOTIKAJAN, UNYA Brazoria Meadows Revocable Trust
90. CHOU, Chia-Ching Brazoria Meadows Revocable Trust
91. CHOW, Chi Ming Charles Brazoria Meadows Revocable Trust
92. CHU, Hoi Lun Brazoria Meadows Revocable Trust
93. CHU, TIMOTHY WING HONG Brazoria Meadows Revocable Trust
94. CHUA, MARK CHENG KIAT Brazoria Meadows Revocable Trust
95. CHUA, WEI SUN Brazoria Meadows Revocable Trust
96. CHUNG, Kin Keung Kenneth Brazoria Meadows Revocable Trust
97. CHUNG, Ping Brazoria Meadows Revocable Trust
98. D'Almeida, Denise Laurine Brazoria Meadows Revocable Trust
99. DE SILVA, JEFFREY JOHN Brazoria Meadows Revocable Trust
100. DEVOUGE, GHISLAIN HENRI SEBASTIEN Brazoria Meadows Revocable Trust
101. DIBBLE, Anthony John Brazoria Meadows Revocable Trust
102. DY, Leung Brazoria Meadows Revocable Trust
103. EITLER, SHERRIE Brazoria Meadows Revocable Trust
104. ENG, MEOW LENG Brazoria Meadows Revocable Trust
105. FEILER, DANIEL HENRY Brazoria Meadows Revocable Trust
106. FENG, MINGYA Brazoria Meadows Revocable Trust
107. FOK, Shek Fun Brazoria Meadows Revocable Trust
108. FONG, CHEE TAT Brazoria Meadows Revocable Trust
109. FOO, CHOON YEOW Brazoria Meadows Revocable Trust
110. FU, Wai Yin Brazoria Meadows Revocable Trust
111. FUJITA, Yoshimi Brazoria Meadows Revocable Trust
112. FUKUI, Rie Brazoria Meadows Revocable Trust
113. GAN, ERN LER Brazoria Meadows Revocable Trust
114. GAN, GRACE ERN HUI Brazoria Meadows Revocable Trust
115. GAO, Xiqing Brazoria Meadows Revocable Trust
116. GARNER, Robert William Brazoria Meadows Revocable Trust
117. GEORGE, Richard John Weir Brazoria Meadows Revocable Trust
118. GERJAN SINGH, RAJVINDER SINGH Brazoria Meadows Revocable Trust
119. GINOZA, Ayako Brazoria Meadows Revocable Trust
120. GIUCCA, LUIGI Brazoria Meadows Revocable Trust
121. GOAY, CHIN LEE Brazoria Meadows Revocable Trust
122. GOH, CHEE WEE Brazoria Meadows Revocable Trust
123. GOH, JOON LOUNG Brazoria Meadows Revocable Trust
124. GOH, JULIAN PARK NAM Brazoria Meadows Revocable Trust
125. GOH, JULIE YONG CHING Brazoria Meadows Revocable Trust
126. GOH, SOPHIA LULIN Brazoria Meadows Revocable Trust

127. GOH, TZE WEI Brazoria Meadows Revocable Trust
128. GU, Zhenjing Brazoria Meadows Revocable Trust
129. HALIM, SIANNY Brazoria Meadows Revocable Trust
130. HAMAURA, Takeru Brazoria Meadows Revocable Trust
131. HARTANTO, KATHARINA Brazoria Meadows Revocable Trust
132. HASHIGUCHI, Kazuyuki Brazoria Meadows Revocable Trust
133. HASHIGUCHI, Michiko Brazoria Meadows Revocable Trust
134. HASHIGUCHI, Tomomitsu Brazoria Meadows Revocable Trust
135. HASHIGUCHI, Yurie Brazoria Meadows Revocable Trust
136. HASHIMOTO, AKIKO Brazoria Meadows Revocable Trust
137. HASHIMOTO, Sumie Brazoria Meadows Revocable Trust
138. HE, Lifen Brazoria Meadows Revocable Trust
139. HENG, HONG NGAN Brazoria Meadows Revocable Trust
140. HILLS, Abigail Camaya Brazoria Meadows Revocable Trust
141. HIRATA, Koichi Brazoria Meadows Revocable Trust
142. HO, CHIN WOH Brazoria Meadows Revocable Trust
143. HO, Chun Ho Brazoria Meadows Revocable Trust
144. HO, Janis Brazoria Meadows Revocable Trust
145. HO, KIN WING Brazoria Meadows Revocable Trust
146. HO, LENG LENG Brazoria Meadows Revocable Trust
147. HO, MEI YEE Brazoria Meadows Revocable Trust
148. HO, PEGGY YOKE KHUM Brazoria Meadows Revocable Trust
149. HO, Wai Pang Brazoria Meadows Revocable Trust
150. HO, WENDY GUAT SONG Brazoria Meadows Revocable Trust
151. HO, YIN KHAM Brazoria Meadows Revocable Trust
152. HO, Yuen Kwan Brazoria Meadows Revocable Trust
153. HOKAMA, Rikito Brazoria Meadows Revocable Trust
154. HOR, KOOI PENG Brazoria Meadows Revocable Trust
155. HOSOJIMA, CHIE Brazoria Meadows Revocable Trust
156. HOW, ELIZABETH AI LIN Brazoria Meadows Revocable Trust
157. HU, Jiaxi Brazoria Meadows Revocable Trust
158. HUANG, Chih-Kai Brazoria Meadows Revocable Trust
159. HUANG, Dani Brazoria Meadows Revocable Trust
160. HUANG, MING Brazoria Meadows Revocable Trust
161. HUN, YAN KEOW Brazoria Meadows Revocable Trust
162. HURLEY, Jay Clive Brazoria Meadows Revocable Trust
163. HWANG, CHI KERN Brazoria Meadows Revocable Trust
164. INADA, Noriyo Brazoria Meadows Revocable Trust
165. IP, Wai Ki Brazoria Meadows Revocable Trust
166. ISEKI, Tsuyoshi Brazoria Meadows Revocable Trust
167. ISHIDA, Toru Brazoria Meadows Revocable Trust
168. ISHIZUMI, Kozue Brazoria Meadows Revocable Trust
169. ISMAIL, SHIRIN BINTI Brazoria Meadows Revocable Trust

170. ITAKURA, Munehiko Brazoria Meadows Revocable Trust
171. JALALI, ADITI Brazoria Meadows Revocable Trust
172. JESSUP, STEEDON STIRLING SHEN Brazoria Meadows Revocable Trust
173. JIANG, Li Brazoria Meadows Revocable Trust
174. JIVARAJAN, PAVEENA Brazoria Meadows Revocable Trust
175. KAKIYAMA, Hirofumi Brazoria Meadows Revocable Trust
176. KAMMURI, Aki Brazoria Meadows Revocable Trust
177. KAN, Wai Hing Brazoria Meadows Revocable Trust
178. KANAGASABAPATHY, RAVINDRAN Brazoria Meadows Revocable Trust
179. KAWABUCHI, Tomie Brazoria Meadows Revocable Trust
180. KAWAKAMI, Ichizo Brazoria Meadows Revocable Trust
181. KAWANISHI, Rika Brazoria Meadows Revocable Trust
182. KAY, EVELYN AIH PING Brazoria Meadows Revocable Trust
183. KER, EE BENG Brazoria Meadows Revocable Trust
184. KHONG, YOKE PENG Brazoria Meadows Revocable Trust
185. KHOO, KENNETH CHENG BOON Brazoria Meadows Revocable Trust
186. KIKUCHI, Akinori Brazoria Meadows Revocable Trust
187. KIKUCHI, Hiroaki Brazoria Meadows Revocable Trust
188. KIM, Jise Brazoria Meadows Revocable Trust
189. KINOSHITA, Keiko Brazoria Meadows Revocable Trust
190. KITADA, KIMIE Brazoria Meadows Revocable Trust
191. KITADA, Yuiga Brazoria Meadows Revocable Trust
192. KITAGAWA, Takeshi Brazoria Meadows Revocable Trust
193. KOGA, Taketo Brazoria Meadows Revocable Trust
194. KOH, BENG HOE Brazoria Meadows Revocable Trust
195. KOH, PENG EYAM Brazoria Meadows Revocable Trust
196. KOH, RYAN TECK SOON Brazoria Meadows Revocable Trust
197. KOK, POH CHEE Brazoria Meadows Revocable Trust
198. KONG, ENG TECK Brazoria Meadows Revocable Trust
199. KONG, Pui Shan Brazoria Meadows Revocable Trust
200. KONG, YEE BOON Brazoria Meadows Revocable Trust
201. KOO, Fung Han Brazoria Meadows Revocable Trust
202. KOUL, SUSHEEL Brazoria Meadows Revocable Trust
203. KUAH, Jonathan Choon Hian Brazoria Meadows Revocable Trust
204. KUIK, THIAM HUAT Brazoria Meadows Revocable Trust
205. KWAN, Wang Ip Brazoria Meadows Revocable Trust
206. LAI, Ashley Long Ting Brazoria Meadows Revocable Trust
207. LAI, SIEW PENG Brazoria Meadows Revocable Trust
208. LAM, Beryl Brazoria Meadows Revocable Trust
209. LAM, DAVE CHEE CHOONG Brazoria Meadows Revocable Trust
210. LAM, Hiu Ching Brazoria Meadows Revocable Trust
211. LAM, Jennifer Hau Chun Brazoria Meadows Revocable Trust
212. LAM, LOUIS HUNG TAK Brazoria Meadows Revocable Trust

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213. LAM, Siu Fung Brazoria Meadows Revocable Trust
214. LAM, WENDY SHAN SHAN Brazoria Meadows Revocable Trust
215. LAM, Wing Kwan Brazoria Meadows Revocable Trust
216. LAM, Wing Pan Brazoria Meadows Revocable Trust
217. LAM, Wing Yiu Brazoria Meadows Revocable Trust
218. LAM, Yik Wa Brazoria Meadows Revocable Trust
219. LAU, Eddie Sui Yin Brazoria Meadows Revocable Trust
220. LAU, FONG MING Brazoria Meadows Revocable Trust
221. LAU, FONG MING Brazoria Meadows Revocable Trust
222. LAU, Hoi Lam Brazoria Meadows Revocable Trust
223. LAU, Nga Lai Brazoria Meadows Revocable Trust
224. LAU, Wai Brazoria Meadows Revocable Trust
225. LAU, Wai Ki Brazoria Meadows Revocable Trust
226. LAW, Chi Ping Brazoria Meadows Revocable Trust
227. LAW, Kwok Kiu Louis Brazoria Meadows Revocable Trust
228. LAW, Tien Chye Brazoria Meadows Revocable Trust
229. LAW, Yuk Hing Brazoria Meadows Revocable Trust
230. LAWRENCE, Colin Barry Brazoria Meadows Revocable Trust
231. LEE, AH LAN Brazoria Meadows Revocable Trust
232. LEE, ANNE KIA LEE Brazoria Meadows Revocable Trust
233. LEE, BEE LIAN Brazoria Meadows Revocable Trust
234. LEE, BEE LIAN Brazoria Meadows Revocable Trust
235. LEE, CHEE KHWIN Brazoria Meadows Revocable Trust
236. LEE, HAYDEN BIN SOON Brazoria Meadows Revocable Trust
237. LEE, HOON HWEE Brazoria Meadows Revocable Trust
238. LEE, JOO HWA Brazoria Meadows Revocable Trust
239. LEE, Ki Brazoria Meadows Revocable Trust
240. LEE, Kit Sum Winifred Brazoria Meadows Revocable Trust
241. LEE, MAURICE TZE PENG Brazoria Meadows Revocable Trust
242. LEE, MENG GEK Brazoria Meadows Revocable Trust
243. LEE, PHILIP FOO KEONG Brazoria Meadows Revocable Trust
244. LEE, SEOW PING Brazoria Meadows Revocable Trust
245. LEE, SOON AI Brazoria Meadows Revocable Trust
246. LEE, Teck Kim Brazoria Meadows Revocable Trust
247. LEE, TUCK HENG Brazoria Meadows Revocable Trust
248. LEE, Wai Lai Sally Brazoria Meadows Revocable Trust
249. LEE, Yee Sing Brazoria Meadows Revocable Trust
250. LEE, You Xuan Brazoria Meadows Revocable Trust
251. LEONG, FRANCIS SUEN KHIONG Brazoria Meadows Revocable Trust
252. LEONG, SAY HAUR Brazoria Meadows Revocable Trust
253. LEONG, TERENCE KOK CHUN Brazoria Meadows Revocable Trust
254. LEONG, TERENCE KOK CHUN Brazoria Meadows Revocable Trust
255. LEUNG, Wai Han Brazoria Meadows Revocable Trust

256. LI, Chun Fai Brazoria Meadows Revocable Trust
257. LI, Hong Brazoria Meadows Revocable Trust
258. LI, Man Lung Brazoria Meadows Revocable Trust
259. LI, PINGSHENG Brazoria Meadows Revocable Trust
260. LI, Siqi Brazoria Meadows Revocable Trust
261. LI, Suet Fan Fanny Brazoria Meadows Revocable Trust
262. LI, Yanfang Brazoria Meadows Revocable Trust
263. LI, Yi Wan Brazoria Meadows Revocable Trust
264. LIEW, KAN MIN Brazoria Meadows Revocable Trust
265. LIM, AI TI Brazoria Meadows Revocable Trust
266. LIM, CELENE LAI KENG Brazoria Meadows Revocable Trust
267. LIM, CHENG LIAN Brazoria Meadows Revocable Trust
268. LIM, CHOW LENG Brazoria Meadows Revocable Trust
269. LIM, DENNIS ZHI HONG Brazoria Meadows Revocable Trust
270. LIM, EDMOND WEE Brazoria Meadows Revocable Trust
271. LIM, GINA Brazoria Meadows Revocable Trust
272. LIM, LEE KIANG Brazoria Meadows Revocable Trust
273. LIM, NANCY SIEW TIN Brazoria Meadows Revocable Trust
274. LIM, Poey Huang Brazoria Meadows Revocable Trust
275. LIM, POH LIN Brazoria Meadows Revocable Trust
276. LIM, SIEW KHENG Brazoria Meadows Revocable Trust
277. LIM, SOO CHEN Brazoria Meadows Revocable Trust
278. LIM, SOOK MEE Brazoria Meadows Revocable Trust
279. LIM, STEPHANIE CHUE CHING Brazoria Meadows Revocable Trust
280. LIM, SWEE HOCK Brazoria Meadows Revocable Trust
281. LIM, SZU LING Brazoria Meadows Revocable Trust
282. LIM, TECK KAI Brazoria Meadows Revocable Trust
283. LIM, TJANG IANG Brazoria Meadows Revocable Trust
284. LIM, YOKE KWAN Brazoria Meadows Revocable Trust
285. LIN, Hung-Lung Brazoria Meadows Revocable Trust
286. LIN, KHO KHENG Brazoria Meadows Revocable Trust
287. LIN, Qi Brazoria Meadows Revocable Trust
288. LIN, Zhixiu Brazoria Meadows Revocable Trust
289. LIU, Jiadong Brazoria Meadows Revocable Trust
290. LIU, King Fan Brazoria Meadows Revocable Trust
291. LIU, Kit Yuen Bithiah Brazoria Meadows Revocable Trust
292. LIU, Tin Chung Victor Brazoria Meadows Revocable Trust
293. LIU, TOW SEN Brazoria Meadows Revocable Trust
294. LO, Wing Cheung Rinco Brazoria Meadows Revocable Trust
295. LOH, STEPHEN MENG LEONG Brazoria Meadows Revocable Trust
296. LOK, Yuk Ha Brazoria Meadows Revocable Trust
297. LOKE, CHEE LAN Brazoria Meadows Revocable Trust
298. LOO, CHEE WEE Brazoria Meadows Revocable Trust

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299. LOW, KEE HWA Brazoria Meadows Revocable Trust
300. LOW, KWEK CHON Brazoria Meadows Revocable Trust
301. LOW, SOO HOW Brazoria Meadows Revocable Trust
302. LU, Kaiwei Brazoria Meadows Revocable Trust
303. LU, Ta-Wen Brazoria Meadows Revocable Trust
304. LUI, Shuk Yi Brazoria Meadows Revocable Trust
305. LUK, Mei Hung Brazoria Meadows Revocable Trust
306. MA, Wing Kit Brazoria Meadows Revocable Trust
307. MAEDA, Mayumi Brazoria Meadows Revocable Trust
308. MAGNUS, STEFAN LOUIS JOZEF Brazoria Meadows Revocable Trust
309. MAK, Kei Ying Brazoria Meadows Revocable Trust
310. MAN, Shun Fai Brazoria Meadows Revocable Trust
311. MASUI, Takafumi Brazoria Meadows Revocable Trust
312. MATSUMOTO, Yoshiko Brazoria Meadows Revocable Trust
313. MATSUSHITA, Yoko Brazoria Meadows Revocable Trust
314. MAXWELL, Sze Chuen Brazoria Meadows Revocable Trust
315. MAYNARD, FENNY Brazoria Meadows Revocable Trust
316. MAZHARA, OLGA Brazoria Meadows Revocable Trust
317. MD SAAD, ROSLY BIN Brazoria Meadows Revocable Trust
318. MENG, Fanchen Brazoria Meadows Revocable Trust
319. MENG, Jinghui Brazoria Meadows Revocable Trust
320. MILES LEWIS, Julie Brazoria Meadows Revocable Trust
321. MIURA, Izumi Brazoria Meadows Revocable Trust
322. MIWA, Mutsumi Brazoria Meadows Revocable Trust
323. MIYAGI, Hideaki Brazoria Meadows Revocable Trust
324. MOHAMAD KHAIRI, LILY ROZITA BINTI Brazoria Meadows Revocable Trust
325. MOTEGI, Takahiro Brazoria Meadows Revocable Trust
326. MOU, Yik Ki Brazoria Meadows Revocable Trust
327. MUNISAMY, SIVAKUMAR Brazoria Meadows Revocable Trust
328. MURAHASHI, Hideki Brazoria Meadows Revocable Trust
329. MURUGIAH, MAHADAVEN Brazoria Meadows Revocable Trust
330. NAIDU, KANCHANA Brazoria Meadows Revocable Trust
331. NAKAMURA, Eiko Brazoria Meadows Revocable Trust
332. NG, CHEE LEONG Brazoria Meadows Revocable Trust
333. NG, ENG CHUAN Brazoria Meadows Revocable Trust
334. NG, Fung Kuen Sylvia Brazoria Meadows Revocable Trust
335. NG, Hung Hung Brazoria Meadows Revocable Trust
336. NG, Poon On Brazoria Meadows Revocable Trust
337. NG, Yin Ni Brazoria Meadows Revocable Trust
338. NINOMIYA, Takafumi Brazoria Meadows Revocable Trust
339. NIP, Ka In Thomas Brazoria Meadows Revocable Trust
340. NISHIMOTO, Keigo Brazoria Meadows Revocable Trust
341. NISHIMURA, Naoki Brazoria Meadows Revocable Trust

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342. NOSAKI, Chihiro Brazoria Meadows Revocable Trust
343. O K MOHAMED HANIFFA, REHANA BEGUM BINTI Brazoria Meadows Revocable Trust
344. OGUMA, ANGELINA MARIA Brazoria Meadows Revocable Trust
345. OISHI, Masakazu Brazoria Meadows Revocable Trust
346. ONG, CHUI YEN Brazoria Meadows Revocable Trust
347. ONG, DEREK BOON HENG Brazoria Meadows Revocable Trust
348. ONG, Kok Tong Brazoria Meadows Revocable Trust
349. ONG, KWANG HUANG Brazoria Meadows Revocable Trust
350. ONG, SHEE HUI Brazoria Meadows Revocable Trust
351. ONG, TSIAN TENG Brazoria Meadows Revocable Trust
352. ONUMA, Makoto Brazoria Meadows Revocable Trust
353. OU, Haoquan Brazoria Meadows Revocable Trust
354. PAL, GAUTAM Brazoria Meadows Revocable Trust
355. PAN, CHUNHUA Brazoria Meadows Revocable Trust
356. PANG, JOELLE SI NING Brazoria Meadows Revocable Trust
357. PHUAH, SOCK PIN Brazoria Meadows Revocable Trust
358. POH, JASMINE Brazoria Meadows Revocable Trust
359. POON, KUM SOON Brazoria Meadows Revocable Trust
360. POON, YUET FOONG Brazoria Meadows Revocable Trust
361. POPP, Roland Wolfgang Brazoria Meadows Revocable Trust
362. PRITAM SINGH, BALBIR SINGH Brazoria Meadows Revocable Trust
363. PUN, Ngai Kwan Brazoria Meadows Revocable Trust
364. PUNG, CHOONG THENG Brazoria Meadows Revocable Trust
365. QUEK, NANCY SOK CHER Brazoria Meadows Revocable Trust
366. RAMLI, RUDY Brazoria Meadows Revocable Trust
367. RAMSAY, JOHN DOUGLAS Brazoria Meadows Revocable Trust
368. RAVIN, NARWANI RICKY Brazoria Meadows Revocable Trust
369. ROBERTSSON, John Stefan Brazoria Meadows Revocable Trust
370. RUFINAWATI, EKA Brazoria Meadows Revocable Trust
371. SAKURAI, Yosuke Brazoria Meadows Revocable Trust
372. SASAKI, MIZUE Brazoria Meadows Revocable Trust
373. SATO, Hisashi Brazoria Meadows Revocable Trust
374. SAWITRI, TJOKORDE ISTRI LAKSHMI Brazoria Meadows Revocable Trust
375. SEAH, AILYNN SIEW LIAN Brazoria Meadows Revocable Trust
376. SEAH, Sheng Yong Brazoria Meadows Revocable Trust
377. SEAH, SHU YI Brazoria Meadows Revocable Trust
378. SEE, MEE HOO Brazoria Meadows Revocable Trust
379. SENTOSA RISTOW, CHRISTINE Brazoria Meadows Revocable Trust
380. SEOW, CATHERINE KHOW HO Brazoria Meadows Revocable Trust
381. SEOW, SENG WEI Brazoria Meadows Revocable Trust
382. SHAFIEI, ROZINA BINTI Brazoria Meadows Revocable Trust
383. SHEK, Ping Sum Brazoria Meadows Revocable Trust
384. SHEN, Xiaoying Brazoria Meadows Revocable Trust

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385. SHI, Bo Brazoria Meadows Revocable Trust
386. SHIMIZU, Atsushi Brazoria Meadows Revocable Trust
387. SHIOHIRA, Yoshiki Brazoria Meadows Revocable Trust
388. SIAUW, DAVID GUNAWAN Brazoria Meadows Revocable Trust
389. SIEW, CHIN HOONG Brazoria Meadows Revocable Trust
390. SIM, HUI MEAN Brazoria Meadows Revocable Trust
391. SIM, SEE KEAT Brazoria Meadows Revocable Trust
392. SIM, TECK SIANG Brazoria Meadows Revocable Trust
393. SIOW, DANIEL CHONG WEE Brazoria Meadows Revocable Trust
394. SIT, Wai Lan Brazoria Meadows Revocable Trust
395. SOH, CHEE HWEE Brazoria Meadows Revocable Trust
396. SOMASUNDARAM, UMA MEYYAMMAI Brazoria Meadows Revocable Trust
397. SONG, Huali Brazoria Meadows Revocable Trust
398. SOO, CHAI CHUIN Brazoria Meadows Revocable Trust
399. SOO, CHUAN CHIN Brazoria Meadows Revocable Trust
400. SPENCE, James Matthew Brazoria Meadows Revocable Trust
401. SUEN, Wing Sze Brazoria Meadows Revocable Trust
402. SUGANUMA, Masumi Brazoria Meadows Revocable Trust
403. SUTJIWAN, JOHNY Brazoria Meadows Revocable Trust
404. SUZUKI, Megumi Brazoria Meadows Revocable Trust
405. TAHARA, Akemi Brazoria Meadows Revocable Trust
406. TAHIRALI, Doug Brazoria Meadows Revocable Trust
407. TAJIKA, Masayuki Brazoria Meadows Revocable Trust
408. TAKAGAWA, Kazumi Brazoria Meadows Revocable Trust
409. TAKAI, Yoshihito Brazoria Meadows Revocable Trust
410. TAKEI, Yukako Brazoria Meadows Revocable Trust
411. TAKEMOTO, Aira Brazoria Meadows Revocable Trust
412. TAKENOUCHI, Yukiko Brazoria Meadows Revocable Trust
413. TAM, Lok Tin Brazoria Meadows Revocable Trust
414. TAM, Mei Ling Melanie Brazoria Meadows Revocable Trust
415. TAN, AI LI Brazoria Meadows Revocable Trust
416. TAN, AIK BING Brazoria Meadows Revocable Trust
417. TAN, ALEX KENG HEE Brazoria Meadows Revocable Trust
418. TAN, BENJAMIN SENG BOON Brazoria Meadows Revocable Trust
419. TAN, BOON GUAT Brazoria Meadows Revocable Trust
420. TAN, BOON HIANG Brazoria Meadows Revocable Trust
421. TAN, Che Keung Brazoria Meadows Revocable Trust
422. TAN, DENNIS MIANG KUAN Brazoria Meadows Revocable Trust
423. TAN, DWIGHT BOON CHYE Brazoria Meadows Revocable Trust
424. TAN, FANG YING Brazoria Meadows Revocable Trust
425. TAN, GEK SUAN Brazoria Meadows Revocable Trust
426. TAN, George Kok Thye Brazoria Meadows Revocable Trust
427. TAN, HUI LIN Brazoria Meadows Revocable Trust

428. TAN, KWEK CHENG Brazoria Meadows Revocable Trust
429. TAN, LIN LIN AYE CHAW SU WIN Brazoria Meadows Revocable Trust
430. TAN, MARK MING LOONG Brazoria Meadows Revocable Trust
431. TAN, MICHELLE YONG LING Brazoria Meadows Revocable Trust
432. TAN, Ngee Wei Brazoria Meadows Revocable Trust
433. TAN, POH HUA Brazoria Meadows Revocable Trust
434. TAN, WEI LU Brazoria Meadows Revocable Trust
435. TAN, WENDY KUAN KUAN Brazoria Meadows Revocable Trust
436. TAN, YIH FOONG Brazoria Meadows Revocable Trust
437. TANAKA, Shukaku Brazoria Meadows Revocable Trust
438. TANAKA, Takayuki Brazoria Meadows Revocable Trust
439. TANG, JENNY POH LIN Brazoria Meadows Revocable Trust
440. TANNO, Shusei Brazoria Meadows Revocable Trust
441. TAY, BOON HUI Brazoria Meadows Revocable Trust
442. TAY, THIAM SONG Brazoria Meadows Revocable Trust
443. TAYLOR, Stephen Brazoria Meadows Revocable Trust
444. TEE, SAN PENG Brazoria Meadows Revocable Trust
445. TEE, WAI WAI Brazoria Meadows Revocable Trust
446. TENG, ALAN SENG KEE Brazoria Meadows Revocable Trust
447. TENG, Fok Chi Brazoria Meadows Revocable Trust
448. TENG, Fok Chi Brazoria Meadows Revocable Trust
449. TEO, ANDREW GINNRONG Brazoria Meadows Revocable Trust
450. TEO, AUDREY MEI LING Brazoria Meadows Revocable Trust
451. TEO, MEI LING Brazoria Meadows Revocable Trust
452. TEO, YAT HUI Brazoria Meadows Revocable Trust
453. THAM, Ming Chu Brazoria Meadows Revocable Trust
454. THIA, LILIAN LEE LIAN Brazoria Meadows Revocable Trust
455. THIO, LAY CHOO Brazoria Meadows Revocable Trust
456. TIAN, Wei Brazoria Meadows Revocable Trust
457. TIO, ATMA WIJAYA Brazoria Meadows Revocable Trust
458. TIONG, KWONG NGON Brazoria Meadows Revocable Trust
459. TO, Shu Kun Brazoria Meadows Revocable Trust
460. TOH, LAY HONG Brazoria Meadows Revocable Trust
461. TOKISATO, Makoto Brazoria Meadows Revocable Trust
462. TOM, Gary Brazoria Meadows Revocable Trust
463. TOMITA, Yoichi Brazoria Meadows Revocable Trust
464. TRAVERS JR, ROBERT GUSTAVE Brazoria Meadows Revocable Trust
465. TSANG, Ka Ki Brazoria Meadows Revocable Trust
466. TSANG, Lai Lin Brazoria Meadows Revocable Trust
467. TSE, Chi Kin George Brazoria Meadows Revocable Trust
468. TSE, Matilda Bik Kwan Brazoria Meadows Revocable Trust
469. TSUI, Cheong Andy Brazoria Meadows Revocable Trust
470. TSUI, Lai Yan Brazoria Meadows Revocable Trust

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471. TSUNODA, Takayuki Brazoria Meadows Revocable Trust
472. TSUTSUI, Sadataka Brazoria Meadows Revocable Trust
473. TSUTSUMI, Shunsuke Brazoria Meadows Revocable Trust
474. UEHARA, Tatsuaki Brazoria Meadows Revocable Trust
475. UYS, John Clayton Brazoria Meadows Revocable Trust
476. VAN DER BEEK, MAYLYNN ANNE Brazoria Meadows Revocable Trust
477. VAN DER BEEK, SUELYNN RUTH Brazoria Meadows Revocable Trust
478. VOIT, WOLFGANG ROMAN Brazoria Meadows Revocable Trust
479. WAN, Lai Hing Brazoria Meadows Revocable Trust
480. WAN, Wing Man Brazoria Meadows Revocable Trust
481. WAN, Wing Yee Brazoria Meadows Revocable Trust
482. WANG, GUANYU Brazoria Meadows Revocable Trust
483. WANG, Nan Brazoria Meadows Revocable Trust
484. WANG, Qingyun Brazoria Meadows Revocable Trust
485. WANG, Rong Brazoria Meadows Revocable Trust
486. WANG, Zhan Peng Brazoria Meadows Revocable Trust
487. WEE, LIANG YORK Brazoria Meadows Revocable Trust
488. WEI, Ruiya Brazoria Meadows Revocable Trust
489. WILKINSON, NEIL KEVIN Brazoria Meadows Revocable Trust
490. WONG, ANN CHEE Brazoria Meadows Revocable Trust
491. WONG, Cara Kit Ching Brazoria Meadows Revocable Trust
492. WONG, CHOW YUAN Brazoria Meadows Revocable Trust
493. WONG, Fai Wong Brazoria Meadows Revocable Trust
494. WONG, Ho Yee Holly Brazoria Meadows Revocable Trust
495. WONG, HWEI JIUEN Brazoria Meadows Revocable Trust
496. WONG, Kam Wan Brazoria Meadows Revocable Trust
497. WONG, Kar Lok Gabriel Brazoria Meadows Revocable Trust
498. WONG, King Chi Brazoria Meadows Revocable Trust
499. WONG, LILLIAN SIEW WAH Brazoria Meadows Revocable Trust
500. WONG, MAH SIN Brazoria Meadows Revocable Trust
501. WONG, Puek Huar Brazoria Meadows Revocable Trust
502. WONG, YEW CHEONG Brazoria Meadows Revocable Trust
503. WONG, Yin Kwan Karen Brazoria Meadows Revocable Trust
504. WONG, Yiu Chung Brazoria Meadows Revocable Trust
505. WONG, Yuen Hing Danny Brazoria Meadows Revocable Trust
506. WOO, HON HONG Brazoria Meadows Revocable Trust
507. WU, Kam Po Brazoria Meadows Revocable Trust
508. WURYANTOBROTO, SULISTYO Brazoria Meadows Revocable Trust
509. XIANG, Tiancheng Brazoria Meadows Revocable Trust
510. XIAO, Zhijun Brazoria Meadows Revocable Trust
511. XIE, Qianhong Brazoria Meadows Revocable Trust
512. XING, WAN MING Brazoria Meadows Revocable Trust
513. XIONG, Yun Brazoria Meadows Revocable Trust

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514. XU, XIAOXIA Brazoria Meadows Revocable Trust
515. YAMAMOTO, Takaomi Brazoria Meadows Revocable Trust
516. YAN, Sze Hon Aaron Brazoria Meadows Revocable Trust
517. YANAGIDA, Tomoko Brazoria Meadows Revocable Trust
518. YANG, Chien-Min Brazoria Meadows Revocable Trust
519. YANG, DIANA XIN RONG Brazoria Meadows Revocable Trust
520. YAO, Honglei Brazoria Meadows Revocable Trust
521. YAP, LAY HOON Brazoria Meadows Revocable Trust
522. YAP, PAK LIN Brazoria Meadows Revocable Trust
523. YAP, PAUL Brazoria Meadows Revocable Trust
524. YAP, Te Chieh Brazoria Meadows Revocable Trust
525. YAU, K Joe Brazoria Meadows Revocable Trust
526. YAU, Yung Kwan Brazoria Meadows Revocable Trust
527. YE, Liyi Brazoria Meadows Revocable Trust
528. YEAP, GIM SAN Brazoria Meadows Revocable Trust
529. YEE, LI SUN Brazoria Meadows Revocable Trust
530. YEE, SHEUE YUN Brazoria Meadows Revocable Trust
531. YEN, Chi Ho Brazoria Meadows Revocable Trust
532. YEN, KA SENG Brazoria Meadows Revocable Trust
533. YEO, KHEE LIAN Brazoria Meadows Revocable Trust
534. YEO, YEN LI Brazoria Meadows Revocable Trust
535. YEO, YEN NEE Brazoria Meadows Revocable Trust
536. YEO, ZHI XIANG Brazoria Meadows Revocable Trust
537. YEUNG, Ching Yu Bonnie Brazoria Meadows Revocable Trust
538. YEUNG, Yuen Ling Brazoria Meadows Revocable Trust
539. YIP, Yin Wah Brazoria Meadows Revocable Trust
540. YIP, Yin Wah Brazoria Meadows Revocable Trust
541. YONG, Lai Wai Lillian Brazoria Meadows Revocable Trust
542. YONG, YUEN CHENG Brazoria Meadows Revocable Trust
543. YOSHIKAWA, Sachiko Brazoria Meadows Revocable Trust
544. YOSHIZAWA, Yuichi Brazoria Meadows Revocable Trust
545. YUE, YOKE HAR Brazoria Meadows Revocable Trust
546. YUEN, Ying Choi Brazoria Meadows Revocable Trust
547. ZHANG, Haiyan Brazoria Meadows Revocable Trust
548. ZHANG, Weidong Brazoria Meadows Revocable Trust
549. ZHANG, Yuanyuan Brazoria Meadows Revocable Trust
550. ZHAO, CHENGHUA Brazoria Meadows Revocable Trust
551. ZHAO, Jie Brazoria Meadows Revocable Trust
552. ZHAO, Rui Brazoria Meadows Revocable Trust
553. ZHUANG, ZHIMEI Brazoria Meadows Revocable Trust

CERTIFICATE

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

I, the undersigned Secretary of the Board of Directors of BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 48, do hereby certify that the attached and foregoing is a true and correct copy of the Petition for Consent to Annex Land into Brazoria County Municipal Utility District No. 48 that was filed with the Board of Directors of the District on September 25, 2025.

WITNESS MY HAND AND SEAL OF SAID DISTRICT on September 25, 2025.

**BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 48**

By: 
Secretary, Board of Directors

(SEAL)





HOUSTON
3200 Southwest Freeway, Suite 2600
Houston, TX 77027
(713) 860-6400

Jessica Biddle Holoubek
Senior Counsel
jholoubek@abhr.com
(713) 860-6491

September 30, 2025

VIA EMAIL AND OVERNIGHT DELIVERY

Ms. Dixie Roberts
Asst. City Manager/City Secretary
City of Alvin
216 West Sealy
Alvin, Texas 77511
droberts@cityofalvin.com

***Re: Proposed Annexation of Land by Brazoria County Municipal Utility
District No. 48 (the "District")***

Dear Ms. Roberts:

The District requests the City of Alvin's (the "City's") consent to the proposed annexation of 32.79 acres of land into the District. Enclosed is the Petition for Consent to Annex Land into the District ("Petition") from the District, Scarborough Brazoria LLC, a Texas limited liability company, SLD Brazoria LLC, a Delaware limited liability company, Walton Texas LP, a Texas limited partnership, and Clara Chong, as Special Signatory Co-Trustee, including metes and bounds description of the land.

Pursuant to our Development Agreement between the City, Walton Texas, L.P., the District, and Brazoria County Municipal Utility District No. 49, we are submitting the attached Petition. Section 1.1 and Exhibit C of the agreement specifically allow this property to be annexed into the District as part of the development plan. The agreement provides:

"Additional tracts outside but adjacent to the Districts but part of the Property (as reflected on Exhibit C) may be annexed in to either of the Districts at a later date, and the City agrees to provide its consent upon written request from the Owner, subject to the same consent conditions."

CENTRAL TEXAS
919 Congress Avenue, Suite 1500
Austin, TX 78701
(512) 518-2424

NORTH TEXAS
4514 Cole Avenue, Suite 1450
Dallas, TX 75205
(972) 823-0800

abhr.com

This petition and supporting documents are being submitted in fulfillment of the obligations set forth in the Development Agreement. As you know, City consent is a necessary first step before the District can formally consider the annexation, and before the package can be submitted to the Texas Attorney General for final approval.

We appreciate the City's cooperation in honoring the terms of the agreement and request your consent to annex this property into the District in accordance with both the Development Agreement and applicable statutory requirements.

If there is any additional information or documentation you need to facilitate your review, please let us know and we will provide it promptly. Please call or email me at (713) 860-6491 or jholoubek@abhr.com when the Petition has been placed on the City Council Agenda for approval. Please advise if you have any questions regarding the request for City consent to the annexation.

Sincerely,

A handwritten signature in black ink that reads "JB Holoubek / AR". The initials "JB" are written in a large, stylized cursive font, followed by the name "Holoubek" and the initials "AR" at the end.

Jessica Biddle Holoubek
Attorney for the District

Enclosure

cc: Ms. Suzanne Hanneman, City Attorney
(w/ enclosure)

NUMBER	BEARING	DISTANCE
L1	S 29°37'12" E	286.76'
L2	S 63°42'25" E	98.60'
L3	S 58°12'19" E	74.12'
L4	S 65°18'15" E	39.36'
L5	S 72°50'52" E	84.71'
L6	S 62°07'23" E	50.26'
L7	S 63°42'25" E	61.61'
L8	S 83°58'31" E	62.15'
L9	S 89°46'42" E	156.44'
L10	N 78°01'17" E	114.42'
L11	S 83°48'49" E	75.14'
L12	S 44°41'36" E	53.64'
L13	S 35°59'27" E	41.91'
L14	S 64°37'18" E	72.75'
L15	S 60°13'15" E	82.99'
L16	S 84°59'15" E	41.40'
L17	N 65°07'37" E	49.36'
L18	N 49°04'05" E	45.02'
L19	N 27°02'24" E	42.50'
L20	N 05°24'53" E	150.68'

NUMBER	BEARING	DISTANCE
L21	N 17°46'16" E	205.58'
L22	N 29°54'00" E	69.19'
L23	N 53°46'00" E	41.16'
L24	N 73°56'12" E	44.86'
L25	S 74°06'34" E	48.00'
L26	S 57°22'21" E	52.53'
L27	S 46°11'23" E	60.40'
L28	S 23°42'34" E	110.24'
L29	S 37°15'55" E	67.68'
L30	S 13°20'22" E	50.54'
L31	S 13°56'17" W	30.35'
L32	S 43°44'16" W	45.77'
L33	S 28°21'38" W	43.10'
L34	S 02°44'06" W	78.01'
L35	S 12°50'40" W	81.68'
L36	S 29°41'54" W	34.87'
L37	S 55°21'34" W	172.54'
L38	S 24°06'16" W	50.46'
L39	S 02°02'05" W	40.80'
L40	S 06°26'16" E	53.32'

NUMBER	BEARING	DISTANCE
L41	S 36°15'31" E	78.14'
L42	S 89°36'43" E	63.99'
L43	S 82°03'36" E	171.66'
L44	N 83°34'28" E	126.11'
L45	S 87°49'03" E	54.71'
L46	S 80°56'32" E	64.45'
L47	N 84°13'38" E	108.16'
L48	S 49°12'27" E	91.66'
L49	S 29°23'53" E	36.26'
L50	S 08°12'56" E	50.07'
L51	S 14°12'56" W	32.94'
L52	S 41°22'38" W	30.22'
L53	S 62°38'50" W	27.71'
L54	S 46°50'24" W	40.68'
L55	S 19°42'22" W	78.54'
L56	S 29°41'54" W	57.57'
L57	S 54°34'10" W	59.98'
L58	N 75°12'03" W	28.25'
L59	N 58°05'53" W	80.22'
L60	N 68°16'26" W	80.89'

NUMBER	BEARING	DISTANCE
L61	N 84°24'48" W	113.51'
L62	S 89°36'43" W	57.64'
L63	S 59°07'07" W	35.52'
L64	S 43°10'00" W	173.07'
L65	S 58°18'23" W	59.61'
L66	S 65°27'02" W	95.46'
L67	S 75°33'32" W	38.58'
L68	S 41°03'58" W	116.50'
L69	S 22°37'47" W	141.61'
L70	S 50°15'58" W	35.62'
L71	S 58°20'46" W	45.50'
L72	S 76°05'17" W	34.12'
L73	N 84°28'59" W	68.63'
L74	N 73°17'07" W	48.33'
L75	N 82°37'09" W	97.81'
L76	N 70°03'45" W	68.68'
L77	N 31°08'18" W	94.47'
L78	N 53°10'57" W	46.64'
L79	S 88°04'18" W	51.20'
L80	S 48°48'10" W	34.38'

NUMBER	BEARING	DISTANCE
L81	S 24°58'40" W	28.83'
L82	S 14°30'57" W	62.55'
L83	S 11°22'46" W	47.19'
L84	S 06°21'31" W	71.09'
L85	S 01°53'08" E	54.84'
L86	S 22°47'28" E	73.62'
L87	S 40°22'45" E	88.74'
L88	S 49°22'08" E	65.26'
L89	S 43°59'08" E	38.80'
L90	S 23°37'58" E	41.60'
L91	S 13°27'43" E	72.46'
L92	S 04°01'07" W	42.58'
L93	S 06°34'31" E	63.66'
L94	S 27°26'58" E	82.56'
L95	S 43°05'31" E	75.71'
L96	S 56°19'30" E	49.62'
L97	S 67°40'45" E	29.88'
L98	N 79°19'18" E	74.56'
L99	N 76°45'00" E	53.43'
L100	N 65°44'53" E	63.34'

NUMBER	BEARING	DISTANCE
L101	N 56°48'14" E	127.00'
L102	N 49°24'33" E	78.20'
L103	N 87°53'48" E	26.43'
L104	S 88°06'40" E	37.72'
L105	S 74°00'35" E	71.50'
L106	S 65°57'46" E	38.27'
L107	S 89°42'36" E	87.64'
L108	N 85°26'05" E	90.72'
L109	N 80°10'34" E	82.71'
L110	N 87°00'20" E	124.97'
L111	N 89°28'04" E	57.88'
L112	N 77°34'48" E	49.14'
L113	N 58°17'24" E	108.39'
L114	N 75°24'28" E	30.99'
L115	S 88°57'13" E	34.60'
L116	S 56°09'02" E	32.08'
L117	S 22°58'47" E	33.43'
L118	S 05°06'14" E	44.50'
L119	S 05°06'14" E	36.88'
L120	S 01°13'08" W	27.95'

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	792.30'	2,230.00'	20°21'24"	N 17°20'19" E	788.14'
C2	251.79'	200.00'	72°07'59"	N 05°50'56" W	235.49'
C3	354.94'	900.00'	22°35'45"	N 30°37'03" W	352.64'
C4	979.80'	1,900.00'	29°32'48"	N 55°54'25" E	968.98'
C5	407.49'	1,700.00'	13°44'02"	N 48°00'02" E	406.52'
C6	237.65'	640.00'	21°16'33"	S 51°47'20" W	236.29'
C7	351.30'	740.00'	27°12'00"	N 02°26'57" W	348.01'
C8	560.16'	1,590.00'	20°11'08"	S 20°05'49" E	557.27'
C9	1,035.61'	1,410.00'	42°04'57"	S 31°02'43" E	1,012.49'
C10	298.61'	325.00'	52°38'36"	S 78°14'55" W	288.22'

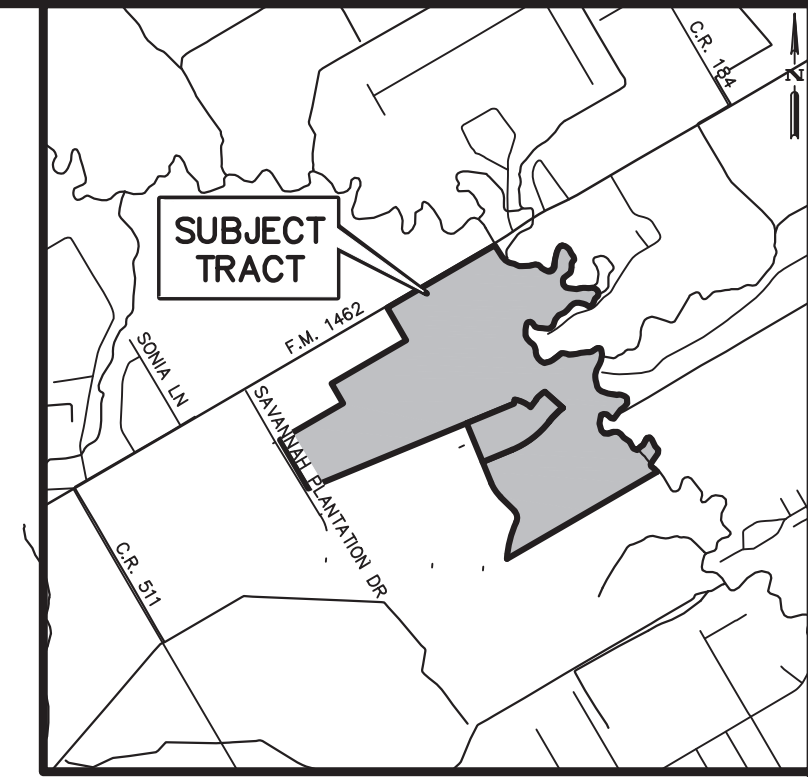
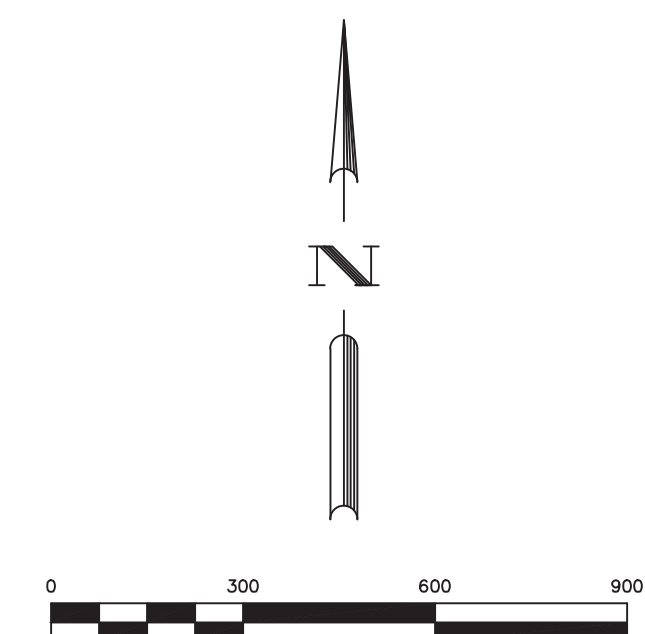
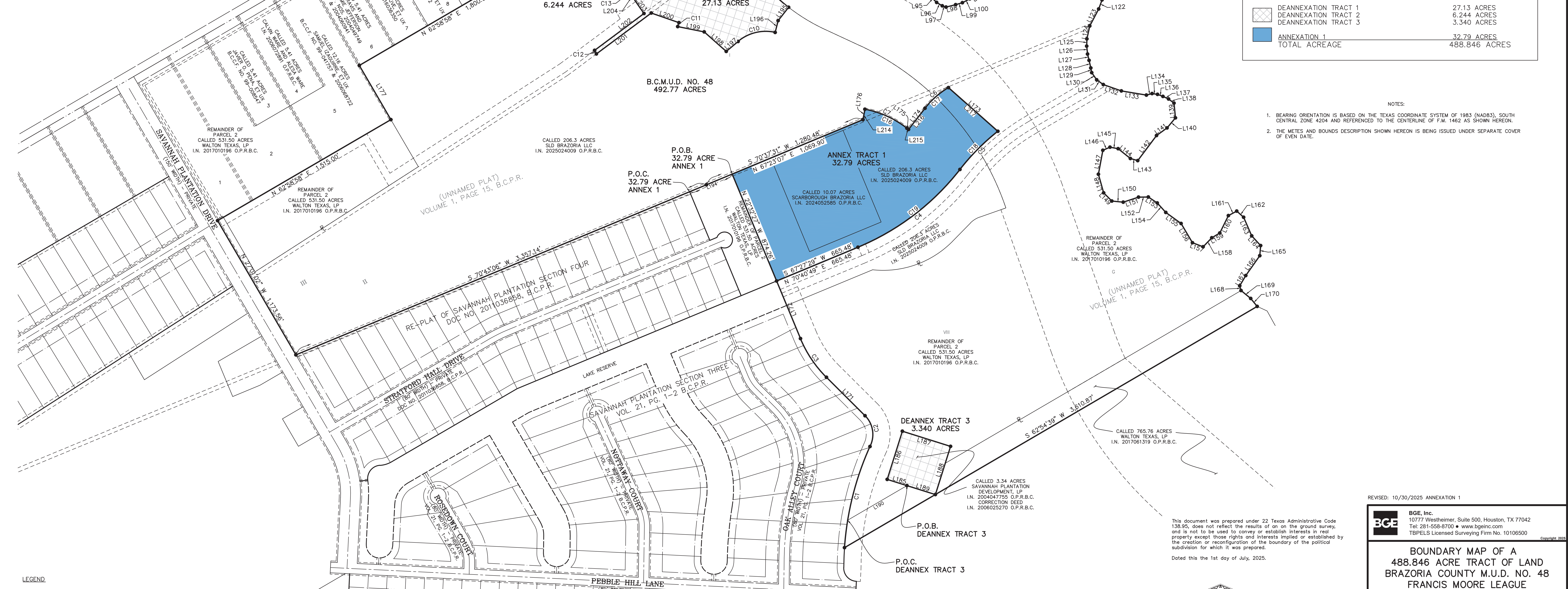
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C11	31.16'	470.00'	3°47'56"	N 17°26'46" E	31.16'
C12	30.47'	375.00'	4°39'17"	N 26°47'27" W	30.46'
C13	51.89'	50.00'	59°27'25"	N 36°03'06" W	49.59'
C14	484.99'	1,560.00'	17°48'46"	N 18°54'38" W	483.04'
C15	418.12'	1,940.00'	12°20'56"	N 16°10'42" W	417.31'
C16	351.30'	740.00'	27°12'00"	S 65°40'16" E	348.01'
C17	237.65'	640.00'	21°16'33"	N 48°34'01" E	236.29'
C18	407.49'	1,700.00'	13°44'02"	S 44°46'43" W	406.52'
C19	979.80'	1,900.00'	29°32'48"	S 52°41'06" W	968.98'

NUMBER	BEARING	DISTANCE
L178	N 59°45'42" E	80.00'
L179	S 30°41'18" E	493.68'
L180	N 59°45'42" E	346.00'
L181	S 30°41'18" E	604.30'
L182	S 59°45'42" W	346.00'
L183	N 30°41'18" W	311.98'
L184	S 59°45'42" W	80.00'
L185	N 72°34'21" W	155.95'
L186	N 17°25'39" E	381.45'
L187	S 72°34'21" E	381.45'
L188	S 17°25'39" W	381.45'
L189	N 72°34'21" W	225.50'
L190	N 59°45'24" E	517.90'
L191	S 06°03'26" W	186.04'
L192	S 30°11'23" E	96.50'
L193	S 10°00'15" E	246.98'
L194	N 67°29'45" E	347.83'
L195	S 37°54'49" W	128.15'
L196	S 14°23'28" W	91.82'
L197	S 49°53'37" W	116.96'
L198	N 48°23'28" W	222.57'
L199	N 78°42'28" W	204.12'
L200	N 70°49'00" W	221.43'
L201	S 53°16'25" W	516.88'
L202	N 53°16'25" E	465.57'
L203	N 34°46'19" W	146.88'
L204	S 83°40'36" W	35.37'
L205	N 24°13'12" E	37.57'
L206	N 34°46'19" W	200.49'
L207	N 59°45'42" E	204.65'
L208	S 36°43'36" E	409.77'
L209	N 53°16'25" E	526.50'
L210	N 10°00'15" W	122.13'
L211	S 84°52'03" W	359.67'
L212	S 59°45'42" W	379.33'
L213	S 02°15'10" E	219.32'
L214	N 10°43'43" E	80.00'
L215	S 52°04'16" E	15.15'
L216	N 37°55'44" E	202.91'
L217	S 48°30'36" E	498.34'

NUMBER	BEARING	DISTANCE
L121	S 15°10'17" W	107.22'
L122	S 23°55'06" W	72.71'
L123	S 30°49'01" W	145.30'
L124	S 15°47'42" W	100.00'
L125	S 04°46'36" W	54.14'
L126	S 02°57'21" E	60.40'
L127	S 10°08'35" E	49.22'
L128	S 09°42'06" E	58.74'
L129	S 07°38'22" E	36.41'
L130	S 31°36'51" E	65.72'
L131	S 51°26'07" E	61.58'
L132	S 67°13'50" E	144.59'
L133	S 77°25'44" E	191.84'
L134	N 78°29'03" E	44.38'
L135	S 78°19'52" E	41.39'
L136	S 66°14'34" E	44.08'
L137	S 61°53'03" E	46.63'
L138	S 49°56'58" E	51.47'
L139	S 02°17'31" E	112.25'
L140	S 43°16'43" W	98.84'

NUMBER	BEARING	DISTANCE
L141	S 57°11'33" W	98.06'
L142	S 40°07'08" W	236.64'
L143	N 70°59'30" W	57.49'
L144	N 48°00'50" W	118.49'
L145	N 76°05'32" W	63.06'
L146	S 69°35'35" W	58.51'
L147	S 13°44'39" W	184.14'
L148	S 12°29'32" E	146.42'
L149	S 41°49'23" E	87.14'
L150	S 80°55'57" E	86.52'
L151	N 75°00'30" E	121.65'
L152	S 87°45'43" E	74.00'
L153	S 52°58'03" E	81.42'
L154	S 38°54'56" E	96.24'
L155	S 50°58'05" E	142.39'
L156	S 27°12'41" E	168.84'
L157	S 68°04'26" E	88.14'
L158	N 47°10'06" E	94.51'
L159	N 62°41'11" E	70.59'
L160	N 29°32'19" E	146.55'

NUMBER	BEARING	DISTANCE
L161	N 84°55'24" E	71.38'
L162	S 45°02'00" E	69.41'
L163	S 20°13'41" E	153.12'
L164	S 39°23'59" E	99.67'
L165	S 07°54'52" W	76.85'
L166	S 38°29'47" W	183.92'
L167	S 33°25'33" W	89.62'
L168	S 12°25'45" W	37.02'
L169	S 47°14'01" E	94.42'
L170	S 36°03'09" E	77.48'
L171	N 41°54'56" W	411.19'
L172	N 19°19'11" W	470.76'
L173	N 45°17'17" W	498.34'
L174	S 41°09'03" W	202.91'
L175	N 48°50'57" W	15.15'
L176	S 13°57'02" W	80.00'
L177	N 27°01'02" W	474.00'



BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 48	
ORIGINAL ACREAGE	492.77 ACRES
TOTAL ORIGINAL ACREAGE	492.77 ACRES
DEANNEXATION TRACT 1	27.13 ACRES
DEANNEXATION TRACT 2	6.244 ACRES
DEANNEXATION TRACT 3	3.340 ACRES
ANNEXATION 1	32.79 ACRES
TOTAL ACREAGE	488.846 ACRES

- NOTES:
- BEARING ORIENTATION IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE 4204 AND REFERENCED TO THE CENTERLINE OF F.M. 1462 AS SHOWN HEREON.
 - THE METES AND BOUNDS DESCRIPTION SHOWN HEREON IS BEING ISSUED UNDER SEPARATE COVER OF EXHIBIT DATE.

LEGEND

B.C.M.U.D. BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT
 B.C.P.R. BRAZORIA COUNTY PLAT RECORDS
 DOC. DOCUMENT
 I.N. INSTRUMENT NUMBER
 NO. NUMBER
 O.P.R.B.C. OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY
 PG. PAGE
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT
 VOL. VOLUME



CHRIS JORDAN, P.L.S. NO. 2004047755
 10777 WESTHEIMER, SUITE 500
 HOUSTON, TEXAS 77042
 TELEPHONE: (281) 558-8700
 EMAIL: CJORDAN@BGCINC.COM

REVISED: 10/30/2025 ANNEXATION 1

BGE BGE, Inc.
 10777 Westheimer, Suite 500, Houston, TX 77042
 Tel: 281-558-8700 • www.bgeinc.com
 R.P.L.S. C.J. JOB NUMBER: 15091-00

BOUNDARY MAP OF A 488.846 ACRE TRACT OF LAND BRAZORIA COUNTY M.U.D. NO. 48 FRANCIS MOORE LEAGUE ABSTRACT NO. 100 BRAZORIA COUNTY, TEXAS

PARTY CHIEF: ISSUE DATE: 07/01/2025
 TECHNICIAN: R.F. SCALE: 1"=300'
 FIELD BOOK NAME: JOB NUMBER: 15091-00
 SHEET 1 OF 1



AGENDA COMMENTARY

Meeting Date: 11/6/2025

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider Ordinance 25-DD, amending Chapter 24, Traffic, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending and altering the prima facie speed limit established for vehicles under the provisions of §545.356 of the Texas Transportation Code, upon the basis of a Texas Department of Transportation engineering and traffic investigation, upon certain streets and highways, or parts thereof, within the corporate city limits of the City of Alvin, as set out in this Ordinance; providing for a penalty; providing for a repealer clause and severability clause; providing for publication and an effective date; and setting forth other provisions related thereto.

Type of Item: Ordinance

Summary: On October 8, 2024, the City received a letter from the Director of Transportation Operations for the Texas Department of Transportation (TXDOT), notifying the City of proposed change to the posted speed limit along the SH 35 Bypass during the construction of SH 99 Grand Parkway Segment B-1. TXDOT revised the speed limit based on a Speed Zone Study that they recently conducted. In order for this change to be enforceable, the City must approve an ordinance to amend Chapter 24 Traffic to revise the speed limit. Ordinance 25-DD amends Chapter 24 therefore accomplishing this goal. The speed limit change is as follows:

1. Along SH 35 from Briscoe Canal (0.62 miles) south of FM 2403 (MP 2.95) to the tie in of SH 35 at N. Gordon Street (0.34 miles) north of Victory Lane (MP 10.774) a distance of approximately 6.193 miles, the speed limit shall be 45 MPH during the Texas Department of Transportation's construction project of SH 99 Grand Parkway Segment B-1.

It is anticipated that the construction of SH 99 Grand Parkway Segment B-1 will take place July 2026 – July 2031.

Staff recommends approval of Ordinance 25-DD.

Funding Expected: Revenue <input type="checkbox"/> Expenditure <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Budgeted Item: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Funding Account: <input type="checkbox"/> Amount: <input type="checkbox"/>	1295 Form Required? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Legal Review Required: N/A <input type="checkbox"/> Required <input checked="" type="checkbox"/>	Date Completed: <u>10/28/2025 SLH</u>
Finance Review Required: N/A <input checked="" type="checkbox"/> Required <input type="checkbox"/>	Date Completed: _____

Supporting documents attached:

1. Ord 25-DD; TxDOT SH 35 Bypass speed limit change; redline
 2. Aerial Map - SH 35 Bypass Speed Limit Change
 3. TXDOT Request Letter
 4. Ord 25-DD; TxDOT SH 35 Bypass speed limit change - clean copy
-

Recommendation: Move to approve Ordinance 25-DD, amending Chapter 24, Traffic, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending and altering the prima facie speed limit established for vehicles under the provisions of §545.356 of the Texas Transportation Code, upon the basis of a Texas Department of Transportation engineering and traffic investigation, upon certain streets and highways, or parts thereof, within the corporate city limits of the City of Alvin, as set out in this Ordinance; providing for a penalty; providing for a repealer clause and severability clause; providing for publication and an effective date; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable: X
Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable:
Reviewed by City Manager, if applicable: X

ORDINANCE NO. 25-DD

AN ORDINANCE AMENDING CHAPTER 24, TRAFFIC, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING AND ALTERING THE PRIMA FACIE SPEED LIMIT ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF SECTION 545.356 OF THE TEXAS TRANSPORTATION CODE, UPON THE BASIS OF A TEXAS DEPARTMENT OF TRANSPORTATION ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OR PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF ALVIN, AS SET OUT IN THIS ORDINANCE; PROVIDING FOR A PENALTY; PROVIDING FOR A REPEALER CLAUSE AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, Section 545.356 of the Texas Transportation Code provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street of highway within the city, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street of highway;

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

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

Section 2. That Article I, In General, of Chapter 24, Traffic, of the Code of Ordinances of the City of Alvin, Texas is hereby amended, which said sections shall read as follows:

ARTICLE I. IN GENERAL

...

Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of §545.356, Texas Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described and that Section 24-6, Traffic, In General, of the Code of Ordinances, City of Alvin, Texas, is hereby amended to read as follows:

“Sec. 24-6. Same – On specified streets and highways.

...

(eee) Along SH 35 from Briscoe Canal (0.62 miles) south of FM 2403 (MP 2.95) to the tie in of SH 35 at N. Gordon Street (0.34 miles) north of Victory Lane (MP 10.774), a distance of approximately 6.193 miles, the speed limit shall be 45 MPH during the Texas Department of Transportation’s construction project of SH 99 Grand Parkway Segment B-1.

...

Section 2. That except as amended herein, all other provisions of Chapter 24 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

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

Section 4. Penalty Provision. Any person, firm or corporation violating a provision of this chapter shall be guilty of a misdemeanor, and upon conviction shall be subject to a fine in accordance with the general penalty section 1-5 of the Code of Ordinances.

Section 5. Publication. The City Secretary of the City of Alvin is hereby directed to publish this Ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by the Charter of the City of Alvin, Texas.

Section 6. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of Chapter 52 of the Texas Local Government Code and the City of Alvin Charter.

Section 7. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this 6th day of November 2025.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



Rev. 10/27/2025

Legend
— Speed Limit Change



SH 35 Bypass Speed Limit Change

Rev. Date 10/27/2025
 Engineering Dept.



P.O. Box 1386 | Houston, Texas 77251-1386
713.802.5000
txdot.gov

Rec'd 10/20/25

October 8, 2025

The Honorable Gabe Adame
Mayor
City of Alvin
216 W Sealy St.
Alvin, Texas 77511-2341

**CERTIFIED MAIL:
9489 0090 0027 6427 0529 63**

**RE: Request for City Speed Zone Ordinance
Control Section: 0178-02, 0178-03
SH 35
Brazoria County**

Dear Mayor Adame:

Our office has a recommendation from our Austin office for the update of Speed Zone limits along SH 35 within the city limits of the City of Alvin during the Texas Department of Transportation's construction project of SH 99 Grand Parkway Segment B-1 anticipated to be occurring between July 2026 and July 2031.

Attached you will find Speed Zone Strip Maps numbered 5794 D, 5795 B, and a prepared Speed Zone Ordinance suggested by the Texas League of Municipalities containing the recommended zone along SH 35.

If you concur with the recommended zone, please furnish this office with a copy of your executed ordinance.

Should you have any questions, please contact Roberto Lewis (713) 802-5046.

Sincerely,

Rande W.T. Shields, P.E.
Director of Transportation Operations
Houston District

Attachments

CC: Dixie Roberts, CPM CGFO CGFM CPA, City Secretary, City of Alvin
Daniel J. Dvorak, P.E., Transportation Engineer, HOU, TxDOT
Gaurang S. Pandit, Transportation Engineer Supervisor, HOU, TxDOT
Maria Aponte, P.E, Brazoria Area Engineer, HOU, TxDOT
Roberto V. Lewis, MBA, Transportation Specialist, HOU, TxDOT
Igor Ginzburg, Transportation Engineer Specialist, HOU, TxDOT

SPEED ZONE ORDINANCE

AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF § 545.356, TEXAS TRANSPORTATION CODE, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OF PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF ALVIN, AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$200 FOR THE VIOLATION OF THIS ORDINANCE.

WHEREAS, § 545.356, Vernon’s Texas Civil Statutes, provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an Ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

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

Section 1. Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of § 545.356, Texas Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

Along SH 35 from Briscoe Canal (0.62 miles) south of FM 2403 (MP 2.95) to the tie in of SH 35 at N. Gordon St. (0.34 miles) north of Victory Lane (MP 10.774) a distance of approximately 6.193 miles, the speed limit shall be 45 MPH during the Texas Department of Transportation’s construction project of SH 99 Grand Parkway Segment B-1.

Section 2. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not more than Two Hundred Dollars (\$200).

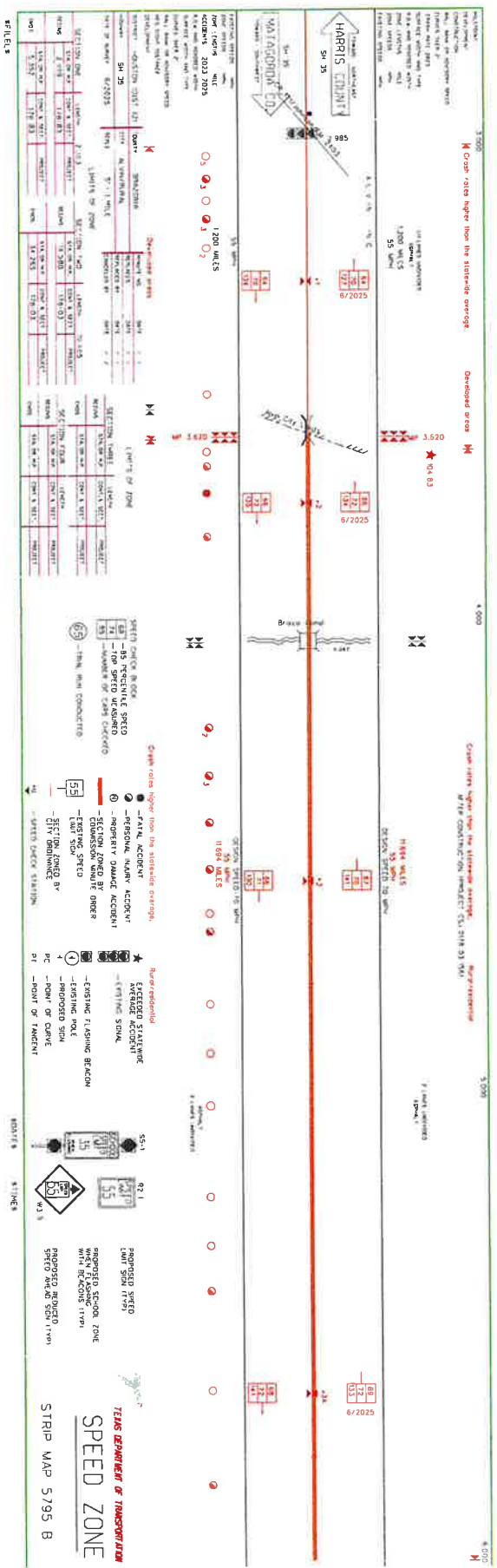
PASSED AND APPROVED THIS _____ day of _____, 2025

ATTEST:

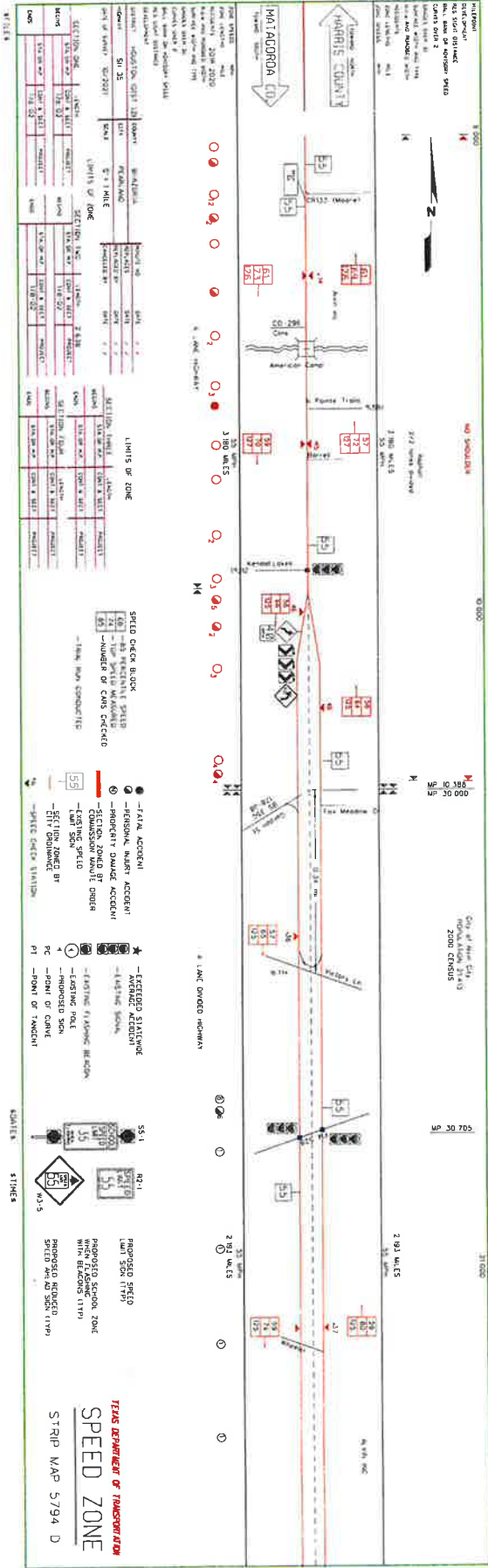
APPROVED

City Secretary

Mayor



TEXAS DEPARTMENT OF TRANSPORTATION
SPEED ZONE
 STRIP MAP 5795 B



ORDINANCE NO. 25-DD

AN ORDINANCE AMENDING CHAPTER 24, TRAFFIC, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING AND ALTERING THE PRIMA FACIE SPEED LIMIT ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF SECTION 545.356 OF THE TEXAS TRANSPORTATION CODE, UPON THE BASIS OF A TEXAS DEPARTMENT OF TRANSPORTATION ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OR PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF ALVIN, AS SET OUT IN THIS ORDINANCE; PROVIDING FOR A PENALTY; PROVIDING FOR A REPEALER CLAUSE AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, Section 545.356 of the Texas Transportation Code provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street of highway within the city, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street of highway;

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

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

Section 2. That Article I, In General, of Chapter 24, Traffic, of the Code of Ordinances of the City of Alvin, Texas is hereby amended, which said sections shall read as follows:

ARTICLE I. IN GENERAL

...

Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of §545.356, Texas Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described and that Section 24-6, Traffic, In General, of the Code of Ordinances, City of Alvin, Texas, is hereby amended to read as follows:

“Sec. 24-6. Same – On specified streets and highways.

...

(eee) Along SH 35 from Briscoe Canal (0.62 miles) south of FM 2403 (MP 2.95) to the tie in of SH 35 at N. Gordon Street (0.34 miles) north of Victory Lane (MP 10.774), a distance of approximately 6.193 miles, the speed limit shall be 45 MPH during the Texas Department of Transportation’s construction project of SH 99 Grand Parkway Segment B-1.

...

Section 2. That except as amended herein, all other provisions of Chapter 24 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

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

Section 4. Penalty Provision. Any person, firm or corporation violating a provision of this chapter shall be guilty of a misdemeanor, and upon conviction shall be subject to a fine in accordance with the general penalty section 1-5 of the Code of Ordinances.

Section 5. Publication. The City Secretary of the City of Alvin is hereby directed to publish this Ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by the Charter of the City of Alvin, Texas.

Section 6. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of Chapter 52 of the Texas Local Government Code and the City of Alvin Charter.

Section 7. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this 6th day of November 2025.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 11/6/2025

Department: City Secretary

Contact: Dixie Roberts, Asst. City Manager/City Secretary

Agenda Item: Consider Resolution 25-R-27, designating one representative and one alternate representative to the Houston-Galveston Area Council (H-GAC) General Assembly for 2026.

Type of Item: Resolution

Summary: HGAC’s bylaws provide that each Home Rule City member with a population under 99,999 as of the latest (2020) Federal Census, is entitled to designate one representative and one alternate to serve in the H-GAC General Assembly. The two designees must be elected officials of Alvin’s governing body.

Each year, the City Council is asked to appoint elected officials to serve as members of this assembly. Appointees are asked to represent the city and county whom they represent at monthly meetings held typically at the HGAC offices in Houston. City Council is tasked with appointing two (2) members of City Council to serve in the 2025 Assembly: one (1) representative, and one (1) alternate.

Prior year appointments:

2024: Council member Vela (representative); Council member DeKeyzer (alternate)

2023: Council member Vela (representative); Council member Moore (alternate)

2022: Council member Vela (representative); Council member Castro (alternate)

Funding Expected: Revenue Expenditure N/A

Budgeted Item: Yes No N/A

Funding Account: **Amount:**

1295 Form Required? Yes No

Legal Review Required: N/A Required

Date Completed: 10/23/2025 SLH

Finance Review Required: N/A Required

Date Completed: _____

Supporting documents attached:

1. Res 25-R-27; H-GAC Representatives
2. City Designation Form 2026

Recommendation: Move to approve Resolution 25-R-27, designating Council member _____ to serve as the representative and Council member _____ to serve as the alternate representative on the H-GAC General Assembly for 2026.

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

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

RESOLUTION NO. 25-R-27

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, DESIGNATING ONE REPRESENTATIVE AND ONE ALTERNATE REPRESENTATIVE TO THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC) GENERAL ASSEMBLY FOR 2026.

WHEREAS, H-GAC's Bylaws provide that each member City with a population not in excess of 99,999 as of the last (2020) Federal Census is entitled to designate one (1) representative and one (1) alternate to the 2026 H-GAC General Assembly; and

WHEREAS, this governing body desires to exercise its right to designate the said representative and alternate representative to the 2026 H-GAC General Assembly;

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

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

Section 2. That City Council member _____ is hereby designated as City of Alvin's Representative for the GENERAL ASSEMBLY of the Houston-Galveston Area Council for the year 2026.

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

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

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

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

PASSED AND APPROVED on this 6th day of November 2025.

CITY OF ALVIN, TEXAS

ATTEST

Gabe Adame, Mayor

Dixie Roberts, City Secretary

**DESIGNATION OF REPRESENTATIVE AND ALTERNATE
HOUSTON-GALVESTON AREA COUNCIL
2026 GENERAL ASSEMBLY**

BE IT RESOLVED, by the Mayor and City Council of Alvin, Texas that
_____ be, and is hereby designated as its Representative to the
GENERAL ASSEMBLY of the Houston-Galveston Area Council for the year 2026.

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

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

PASSED AND ADOPTED, this 6th day of November 2025.

APPROVED:

Mayor

ATTEST:
