

City of Alvin, Texas

Gabe Adame, Mayor

Keko Moore, Mayor Pro-tem, At-Lg P1
Joel Castro, At-Lg P2
Martin Vela, District A
Chris Vaughn, District B



Richard Garivey, District C
Glenn Starkey, District D
Meagan DeKeyzer, District E

Alvin City Council Agenda Thursday, November 7, 2024

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 7, 2024**, 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. PRESENTATIONS

- A. Proclamation honoring Ms. Edith Hillhouse Dann for her contributions to the Alvin Manvel Community Food Pantry.
- B. Presentation of the Fall 2024 Alvin Upfront Citizens Academy Course Completion Certificates.

4. PUBLIC COMMENT

5. CONSENT AGENDA

- A. Consider approval of the October 8, 2024, City Council Workshop minutes.
- B. Consider approval of the October 17, 2024, City Council meeting minutes.
- C. Consider Addendum No. 1 for the remaining term of an additional one (1) year renewal Agreement with Petroleum Traders for the City's vehicle and equipment fuel services provider; and authorize the City Manager to sign the Agreement upon legal review.
- D. Consider the award of RFP 24-05 to Ezee Fiber for the lease of a City-wide fiber network ring to connect twelve (12) City buildings to a unified internal network, with annual fees not to exceed seventy-three thousand six hundred eighty dollars (\$73,680.00); and authorize the City Manager to execute the ten-year agreement upon legal review.
- E. Consider the purchase of ten (10) Aruba 6300M 48G network switches from DataVox to support the implementation of the City-wide fiber ring network utilizing ARPA funds, at a

total cost not to exceed ninety-four thousand three hundred three dollars and forty-eight cents (\$94,303.48), utilizing the Texas DIR purchasing agreement; and authorize the City Manager to execute the necessary purchasing documents upon legal review.

- F. Consider an Agreement for Beautification Services with Keep Alvin Beautiful in the amount of \$3,000 for FY24, with a two-year automatic renewal through September 30, 2027; and authorize the Mayor to sign upon legal review.
- G. Consider Resolution 24-R-32, authorizing the Mayor to send a letter of support to the Pearland Chamber of Commerce for the development and creation of a Mental Health Crisis Center in Brazoria County.
- H. Consider a master preliminary plat of Kendall Lakes South (located south of the existing Kendall Lakes Subdivision), a Planned Unit Development being a subdivision of 112.708 acres of land located in H.T.& B.R.R. Co. Survey, Section 40, A-482 and Hooper and Wade Survey, Section 24, A-485 City of Alvin, Brazoria County, Texas.

6. OTHER BUSINESS

- A. Consider Ordinance 24-EE, annexing approximately 168.36 acres of land located in Brazoria County, Texas, into the corporate limits of the City of Alvin; approving a service plan for the annexed area; making findings of fact; providing a severability clause; providing for an effective date; and providing for other matters related thereto.
- B. Consider Resolution 24-R-33, designating one representative and one alternate representative to the Houston-Galveston Area Council (H-GAC) General Assembly for 2025.
- C. Consider Resolution 24-R-34, casting votes for the Board of Directors of the Brazoria County Appraisal District.
- 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 4, 2024, at 5:00 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).**



Office of the Mayor, City of Alvin, Texas

Proclamation

- WHEREAS,** The Alvin Manvel Community Food Pantry was founded in 1980 by Edith Hillhouse Dann with a mission to feed the families and individuals of the community in need; and
- WHEREAS,** The food pantry began its operations out of a single room in the First Christian Church, under Mrs. Dann's leadership and dedication, and has continued to grow and thrive, ensuring that those facing hunger are met with compassion and support; and
- WHEREAS,** Since 2020, the number of families served by the food pantry has tripled, now providing vital groceries to approximately 300 families each week, which serves an estimated 850 people in our community; and
- WHEREAS,** The continued success of the Alvin Manvel Community Food Pantry is a testament to the unwavering spirit of service, volunteerism, and kindness of Edith Hillhouse Dann, offering hope and nourishment to those who need it most.

NOW, THEREFORE, I, Mayor Gabe Adame, as Mayor of the City of Alvin, Texas and on behalf of the City Council do hereby proclaim November 7, 2024, as

Edith Hillhouse Dann Day

in the City of Alvin and invite all citizens to celebrate the selfless contributions of Ms. Dann and recognize her legacy of love for the Alvin community.

WITNESS my hand and seal
this 1st day of November 2024.

Gabe Adame, Mayor



AGENDA COMMENTARY

Meeting Date: 11/7/2024

Department: City Secretary

Contact: Sara Cruz, Deputy City Secretary

Agenda Item: Presentation of the Fall 2024 Alvin Upfront Citizens Academy Course Completion Certificates.

Type of Item: Presentation

Summary: The following citizens took part in the 2024 Alvin Upfront Citizens Academy and will be recognized:

Brenda Huerta
Millie Sierra
Eva Solis
Ashley Davis
Martha Davila
Christopher Colin
Becky Colin
Ricardo Renteria
Tracee Beaumont
Theda Harris
Mandi Odom
David Bowman
Glen Dingley
Melinda Dingley
Jason Jones
James Piker

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒	Budgeted Item: Yes ☐ No ☐ N/A ☒
Funding Account: ☐	Amount: ☐
Legal Review Required: N/A ☒ Required ☐	1295 Form Required? Yes ☐ No ☒
Finance Review Required: N/A ☒ Required ☐	Date Completed:
	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
801 E. SOUTH ST.
CITY COUNCIL WORKSHOP MEETING
TUESDAY, OCTOBER 8, 2024
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 Council Chambers, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Keko Moore; Council members: Martin Vela, Chris Vaughn, Glenn Starkey, and Meagan DeKeyzer.

Staff members present: Junru Roland, City Manager; Dixie Roberts, Assistant City Manager/City Secretary; Chris Thomas, Director of Finance; Ron Schmitz, Director of EMS; Dan Kelinske, Director of Parks and Recreation and Paul Chavez, Economic Development Director.

WORKSHOP BUSINESS

Discuss the City of Alvin's Comprehensive Master Planning Program/Process.

During the Joint Workshop Meeting between the City Council, the Planning Commission and the Comprehensive Plan Advisory Committee regarding the Alvin Comprehensive Plan, several key presentation materials and activities were shared with attendees. The presentation included a PowerPoint titled "Joint Workshop Presentation No. 1," which covered the comprehensive planning process, its elements, and expected outcomes. Handouts were provided, including a summary of community census data, a community snapshot report, and a city base map. The group also participated in an open discussion and a S.W.O.T. (Strengths, Weaknesses, Opportunities, and Threats) analysis.

Through the SWOT analysis discussions, several strengths emerged that highlight Alvin's unique appeal. Alvin is celebrated for its strong sense of community, with many families proudly calling the city home for generations. The historic downtown area, with its charming buildings and local businesses, offers a distinctive identity that residents and visitors alike appreciate. Additionally, Alvin's relatively affordable land and housing make it an inviting choice for new residents seeking a welcoming community with deep roots and a bright future.

During the discussion, participants identified some areas for growth and improvement within the community. The absence of zoning regulations was noted as a potential challenge for attracting long-term investments and achieving cohesive land use, which may result in developments that feel somewhat scattered. While Alvin has a range of housing options, expanding housing diversity could better support the needs of the city's renter population. Participants also expressed interest in having additional retail and business options, including a higher-end grocery store with full-service amenities, to complement Alvin's existing offerings. Concerns were raised regarding infrastructure, highlighting the opportunity to update utilities and improve street and drainage conditions. Participants also shared that everyday conveniences, like casual dining options and professional meeting spaces, would be a valuable addition to the community. Lastly, there were suggestions for enhancing safety and addressing homelessness, particularly in and around public parks, including National Oak Park.

Participants identified several exciting opportunities to further strengthen Alvin's appeal and community vibrancy. Ideas included offering incentives to attract and retain businesses, along with enhancing the walkability and charm of the downtown area. Expanding community amenities and developing attractions for regional visitors were also seen as valuable ways to support economic growth. Participants suggested initiatives like tax incentives and enhancing the 'Keep Alvin Beautiful' program to further enhance the city's

appearance and overall quality of life. Emphasis was placed on adopting practical, achievable strategies for growth and exploring innovative development ideas, such as creating a town center. Preserving the unique character of the downtown area and investing in family-friendly amenities were highlighted as important priorities.

Participants shared thoughtful insights on potential challenges Alvin may face as it grows, particularly the importance of preserving the community's unique character amidst rapid population increases. Alvin's tax rate and the need to maintain robust infrastructure were noted as key considerations. There was also discussion around enhancing the permitting and variance processes to balance the community's commitment to high-quality construction with the need to support business growth. Additionally, participants acknowledged that limited funding and staffing might influence the pace and extent of future improvements. The upcoming TX-99 interchange was seen as an opportunity, with conversations focused on promoting thoughtful, desirable development around the new entry and exit points to best serve the community.

ADJOURNMENT

Mayor Adame adjourned the meeting at 7:56 p.m.

PASSED and APPROVED the 7th of November 2024.

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 17, 2024
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 Session and Executive Session at 7:00 PM in the Council Chambers at City Hall, with the following members present: Mayor Pro-Tem Keko Moore; Council members: Martin Vela, Chris Vaughn, Joel Castro, Glenn Starkey, Richard Garivey and Meagan DeKeyzer.

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; Brandon Moody, Director of Public Services; Paul Chavez, Economic Development Director and Tim Hubbard, Police Captain.

INVOCATION AND PLEDGE OF ALLEGIANCE

Darrell Bailey with First Methodist Church gave the invocation. Council member Castro led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

PRESENTATIONS

Administer the Oath of Office to newly appointed Associate Municipal Court Judge, Pat Monks (Alvin Municipal Court Judge, Mo Ghuneim).

Alvin Municipal Court Judge Mo Ghuneim administered the Oath of Office to newly appointed Associate Judge Pat Monks.

Proclamation - Alvin Police Department Chaplain Week - October 13-19, 2024.

Mayor Pro-tem Moore presented the proclamation to Alvin Police Department Chaplains and staff in attendance.

Proclamation - Municipal Court Week November 4-8, 2024.

Mayor Pro-tem Moore presented the proclamation to Alvin Municipal Court staff in attendance.

Municipal Court Annual Departmental Presentation.

Judge Mo Ghuneim and Sonya Cates, Court Administrator, delivered the annual departmental update before City Council.

PUBLIC COMMENT

Charles Batty presented comments regarding the Texas Hope organization that provides Christmas gifts to local families in need. This year they will be having a fundraiser on Saturday, October 26, 2024, from 11:00 am to 2:00 p.m. at the Chevron next to Taco Bell.

PUBLIC HEARINGS

Public hearing to receive comment on the proposed annexation of approximately 168.36 acres, located near the intersection of State Highway 288 and FM 1462, in Brazoria County, Texas.

Mayor Pro-tem Moore opened the public hearing at 7:27 p.m. There were no comments made. Mayor Pro-tem Moore closed the public hearing at 7:28 p.m.

Public hearing to receive comments on the proposed Economic Development Incentive Policy for the City of Alvin.

Mayor Pro-tem Moore opened the public hearing at 7:28 p.m. There were no comments made. Mayor Pro-tem Moore closed the public hearing at 7:29 p.m.

CONSENT AGENDA

Consider approval of the October 3, 2024, City Council Workshop minutes.

Consider approval of the October 3, 2024, City Council meeting minutes.

Consider the approval of Kimley-Horn and Edgeland Group, the top ranked firms selected through the Request For Qualifications process (RFQ 24-01), for professional landscaping services for future City project needs.

On June 30 and July 7, 2024, the City advertised Requests for Qualifications from professional landscape architects to provide services on an as-needed basis for various City projects. A selection committee reviewed and evaluated the qualifications submitted by five (5) firms, scoring them based on experience, methodology and approach, creativity, and reference/client feedback. Following the evaluation, Kimley-Horn received the highest score from the selection committee, with Edgeland ranking second. It is recommended that the City Council approve these firms as the top-ranked providers of landscaping services. This approval will enable the City to engage these firms for future landscape architecture projects, as needed, with terms negotiated for each individual contract. While there are currently no defined projects, potential projects include improvements to the "Corner @ Willis/Gordon" and the caboose grounds at the Depot. Architects will be identified as required for these and other projects. Staff recommends approval.

Consider a three (3) year contract with CrowdStrike for Falcon Endpoint Protection services, to be purchased through DataVox utilizing The Interlocal Purchasing System (TIPS), at a total cost not to exceed sixty-four thousand three hundred eighty-five dollars and ninety-eight cents (\$64,385.98) for the entire term; and authorize the City Manager to execute the contract and all related documents upon legal review.

The proposed contract involves entering into a three-year agreement with CrowdStrike for Falcon Endpoint Protection services, at a total cost of sixty-four thousand three hundred eighty-five dollars and ninety-eight cents (\$64,385.98) for the entire term. This purchase will be made through DataVox utilizing The Interlocal Purchasing System (TIPS) to ensure efficient procurement in compliance with purchasing standards. CrowdStrike Falcon Endpoint Protection will provide advanced, cloud-based security across all City devices, enhancing defenses against sophisticated cyber threats, ransomware, and zero-day vulnerabilities. Recognized for its robust threat intelligence and real-time monitoring capabilities, CrowdStrike will integrate seamlessly with the City's existing security infrastructure, ensuring proactive threat detection and response. This investment is a key part of the City's ongoing efforts to improve IT security infrastructure, reducing the risk of potential disruptions and data breaches. Staff recommends approval of this budgeted item, ensuring compliance and safeguarding the City's digital assets.

Acknowledge receipt of the Quarterly Investment Report as of September 30, 2024.

The City Charter requires the Investment Officer to report on the financial condition of the City each quarter. In 2013, the City of Alvin adopted the Public Funds Investment Act pursuant to Chapter 2256 of the Texas Government Code. The Code contains certain requirements for investing public funds and how those funds are to be administered. These requirements include annual reviews of the policy, training, internal controls, prudence, ethics, and reporting. The City's investment policy states that the Investment Officer shall generate investment reports at least quarterly for presentation to the City Manager, Mayor, and City Council. Attached is the quarterly report for the period ending September 30, 2024. The City's investment portfolio as of September 30, 2024, was \$135,829,865.97. In Summary:

- \$98,884,935.32 in the Investment Pools;
- \$3,000,000 in Fixed Income Securities and CD's;
- \$33,944,930.65 in bank depository accounts.
- Interest earned during the quarter was \$1,438,220.99.
- The City's average yield for the quarter was 4.115% while the City's benchmark rate (i.e. the 90-day T-Bill) was 4.9896% - 5.1222%

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

OTHER BUSINESS

Final review and acceptance of the Alvin Livable Centers Study for Downtown Alvin development.

The City of Alvin applied for and was awarded a grant from the Houston-Galveston Area Council (H-GAC) in September 2021 for a Livable Centers Study of the Downtown Alvin area. The study officially kicked off in August 2023 with Kimley-Horn selected as the consulting team to lead the study. The consulting team, staff members, and representatives from H-GAC worked together to study the designated area for ways the downtown community could be enhanced for pedestrian safety and overall traffic appeal. A final report is now available and attached to this agenda for review and acceptance.

Paul Chavez, Economic Development Director, and Payton Arens with Kimley-Horn, presented this item before City Council with explanation. Mr. Arens summarized the findings of the Livable Centers Study. The City of Alvin received a grant from the Houston-Galveston Area Council (H-GAC) in September 2021 for a Livable Centers Study focused on Downtown Alvin. The H-GAC, a metropolitan planning organization promoting regional cooperation, created the Livable Centers Program in 2008 to support infrastructure and policy improvements for enhanced community living, reducing dependence on vehicles. The study consists of two phases: first, analyzing current conditions and gathering community input on local needs, and second, developing and prioritizing projects based on this feedback. Eight key themes, or "calls to action," emerged from the analysis and public engagement. These were grouped into two categories: *Infrastructure Actions*; Including improvements to sidewalks, street lighting, signage, and connections to parks and schools and *Policy Actions*; Encompassing low-impact development, diverse housing options, downtown business growth, and revisiting past plans. A list of project recommendations was generated from these themes, with some targeting specific areas and others, such as street debris cleanup, covering the entire study area. A total of 1,673 votes were received, with 66 participants voting in person at Frontier's Day and 217 voting online; some participants selected fewer than 10 projects. Kimley-Horn developed a funding matrix to address the implementation of proposed projects.

Council member Castro moved to accept the Alvin Livable Centers Study for Downtown Alvin development. Seconded by Council member Vela; motion carried with all members present voting Aye.

Consider Resolution 24-R-30, amending the City of Alvin Personnel Policy Manual, and providing for other matters related thereto.

The City of Alvin's Personnel Policy Manual has been reviewed and updated to ensure compliance with current federal and state laws, as well as to provide clear guidance on City procedures. Major updates include the addition of Juneteenth as an official City holiday, the inclusion of Paid Parental Leave, and the establishment of Mental Health Leave for City employees. These changes reflect the City's commitment to fostering a supportive and inclusive workplace while maintaining compliance with regulatory requirements. These updates were reviewed in a workshop with the City Council held on October 3, 2024, where staff and Council discussed the proposed changes. Members of City Council and staff also received a copy of the revised Personnel Policy Manual for review. As discussed during the workshop session, the policy has been updated to include 40 hours of mental health leave for all employees. Staff recommends approval of Resolution 24-R-30.

Tina Rodriguez, Intirim Human Resources Manager, presented this item before City Council with explanation.

Council member DeKeyzer moved to approve Resolution 24-R-30, amending the City of Alvin Personnel Policy Manual, and providing for other matters related thereto. Seconded by Council member Starkey; motion carried with all members present voting Aye.

Consider Resolution 24-R-31, adopting the Economic Development Incentive Policy for the City of Alvin, Texas; and setting forth other matters related thereto.

The Texas Tax Code, Chapter 312.002(c) recommends the City update and/or renew its Economic Development Incentive Policy every two years as it relates to economic development activity. The attached policy outlines the incentives available and gives business prospects the guidance necessary to pursue an incentive application if desired. Of note, staff incorporated recommendations brought forward from the 2025 Strategic Plan and made significant updates to the previous policy that reflect action items noted in the Strategic Plan.

Paul Chavez, Economic Development Director, presented this item before City Council with explanation. Discussion was had. Council member DeKeyzer asked that the word "shall" be changed to "may" regarding the section within the policy stating that food establishments "shall" have an "A" rating to engage in the

incentives as presented. Council concurred to make this change upon adoption.

Council member DeKeyser moved to approve Resolution 24-R-31, adopting the Economic Development Incentive Policy for the City of Alvin, Texas; and setting forth other matters related thereto. Seconded by Council member Vela; motion carried with all members present voting Aye.

Consider an award of bid (B-24-03) to Scohil Construction Services, LLC., in an amount not to exceed \$2,607,859, for the Water Line Improvements Phase 4 Project; and authorize the City Manager to sign the contract upon legal review.

On September 17, 2024, bids were opened for the Water Line Improvements Phase 4 Project, and Scohil Construction Services, LLC., was the qualified bidder. LJA Engineering, the City's consultant that designed the project, and City Staff reviewed all bids that were received and have recommended Scohil Construction Services, LLC., for this project (recommendation letter attached).

Contract Amount:	\$2,483,675 (Base Bid, Supplemental Items, and Alternate A)
5% Contingency:	<u>\$124,184</u>
Total Amount:	\$2,607,859 (Alternate B is not included and will be awarded under a separate contract since it is CDBG Grant funded)

This project consists of the installation of 18,750 linear feet of 4-inch, 6-inch, 8-inch, and 12-inch water lines to connect and replace existing small diameter water lines in the area generally bounded by Blum Street, Johnson Street, South Street, and Callaway Drive. Once complete, these improvements will increase fire flow capacity, improve water quality, and provide better connectivity within the water system. These improvements were based on recommendations in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by City Council on March 3, 2016. Funding for this project will come from the 2022 and 2023 Water & Sewer System Revenue Bonds that were issued on July 7, 2022, and November 16, 2023. The project is scheduled to start in November 2024 and has a construction time of 210 calendar days. Staff recommends bid award and contract to Scohil Construction Services, LLC.

Michelle Segovia, City Engineer, presented this item before City Council with explanation.

Council member Garivey moved to award bid (B-24-03) to Scohil Construction Services, LLC., in an amount not to exceed \$2,607,859 for the Water Line Improvements Phase 4 Project; and authorize the City Manager to sign the contract upon legal review. Seconded by Council member Vela; motion carried with all members present voting Aye.

Consider an award of bid to Scohil Construction Services, LLC., for the Alvin South Bypass 35 Waterline Replacement Project (B-24-07), in an amount not to exceed \$232,628; and authorize the City Manager to sign the contract upon legal review.

On September 17, 2024, bids were opened for the Water Improvements Project Phase 4 and the Alvin South Bypass 35 Waterline Replacement Project was included as Alternate B under bid number B-24-07. Scohil Construction Services, LLC was the qualified bidder. LJA Engineering, the City's consultant that designed the project, and City Staff reviewed all bids that were received and have recommended Scohil Construction Services, LLC., for this project (recommendation letter attached).

Project Budget:	\$237,500
Contract Amount:	\$211,480 (Shown as Alternate B on pages 14-16 of the attached recommendation letter).
10% Contingency:	<u>\$ 21,148</u>
Total Amount:	\$232,628

The Alvin South Bypass 35 Replacement Project consists of the replacement of 1,600 linear feet of 8-inch Schedule 40 PVC waterline along Bypass 35 with 8-inch C900 PVC due to multiple and increasing pipe failures. The project is located along South Bypass 35 between Fairway Drive and Jephson Lane. The project is scheduled to start in November 2024 and construction must be complete by December 31, 2024. This project will be 100% funded by the Community Development Block Grant (CDBG) that was awarded to the City on October 1, 2023. Staff recommends approval.

Michelle Segovia, City Engineer, presented this item before City Council with explanation.

Council member Garivey moved to award a bid to Scohil Construction Services, LLC., for the Alvin South Bypass 35 Waterline Replacement Project (B-24-07) in an amount not to exceed \$232,628; and authorize the City Manager to sign the contract upon legal review. Seconded by Council member Castro; motion carried with all members present voting Aye.

Consider a contract with CSA Construction, Inc., in an amount not to exceed \$2,269,460.27, to provide Construction Manager at Risk Construction Phase Services for the Wastewater Treatment Plant Expansion and Improvements Project; and authorize the City Manager to sign the contract upon legal review.

On December 1, 2022 the City Council approved Resolution 22-R-32 which authorized the use of the Construction Manager at Risk (CMAR) delivery method for the Wastewater Treatment Plant (WWTP) Expansion Project. On January 30, 2023 an Industry Awareness Meeting was held to make interested contractors aware of the upcoming project and representatives from six companies attended the meeting. A Request for Proposals (RFP) for construction manager at risk services was advertised on March 26th and April 2, 2023. Proposals were received from four companies on April 24, 2023. Proposals from all companies were reviewed/ranked by a Staff Review Committee, consisting of the Engineering and Public Services Department Staff, in May 2023. The top two companies were then interviewed on May 15, 2023. Following the interviews, the Staff Review Committee selected CSA Construction, Inc. (CSA) to submit a fee-based proposal for CMAR services for the Wastewater Treatment Plant Expansion Project. On June 15, 2023 City Council approved a contract with CSA Construction, Inc. to provide Construction Manager at Risk Design Phase Services for the WWTP Expansion Project.

The current contract being considered will provide Construction Manager at Risk services during the construction phase of the project, which includes the approval of Guaranteed Maximum Price (GMP) Proposal #1. GMP #1 will allow for the early procurement of the two generators and the two rotary drum thickeners that are required for the project. This equipment is being procured early to lock in pricing and due to their long lead times of 64 weeks for the generators and 55 weeks for the thickeners. This contract is for equipment procurement only and does not include any installation or construction activities. An amendment to this contract, which will include all remaining construction and equipment for completion of the WWTP Expansion Project is expected to come before Council in January 2025 for approval. This project was identified in the 2022 Wastewater Master Plan Update that was presented to City Council in workshops on March 1, 2022 and January 17, 2023. The project includes the expansion of the City's sole Wastewater Treatment Plant from 5.0 million gallons per day (MGD) to 7.5 MGD along with the remaining critical improvements that were identified in the 2021 Wastewater Treatment Plant Facility Plan. Staff recommends approval of this Contract.

Michelle Segovia, City Engineer, presented this item before City Council with explanation.

Council member Starkey moved to approve a contract with CSA Construction, Inc., in an amount not to exceed \$2,269,460.27, to provide Construction Manager at Risk Construction Phase Services for the Wastewater Treatment Plant Expansion and Improvements Project; and authorize the City Manager to sign the contract upon legal review. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Consider Ordinance 24-DD, releasing approximately 273.364 acres of land from the Extraterritorial Jurisdiction of the City of Alvin, Texas; providing findings of fact; containing a severability clause; and providing for other matters related thereto.

During the meeting, Mayor Pro-tem Moore moved this item before consideration of Resolution 24-R-31, Adoption of the Economic Development Policy, but it is recorded in its original order on the agenda to maintain the integrity of the outline.

On or about September 26, 2024, the City received a Petition for Release from the Extraterritorial Jurisdiction of the City from Maple Farms Holdings, LLC, the owner of approximately 273.364 acres of land near the city limits of Iowa Colony and the City of Sandy Point ETJ, as reflected in the attached map. Section 42.105(d) of the Texas Local Government Code provides that a City shall take action on a Petition for Release before either the 45th day after receiving the petition, or the next meeting that occurs after the 30th day after receiving the petition, whichever is later. This Ordinance is being presented within 45 days of receiving the Petition. Staff recommends approval.

Suzanne Hanneman, City Attorney, presented this item before City Council with explanation. Ms. Hanneman explained that this request exemplifies the intended purpose of the recently passed Senate bill regarding ETJ's. Attorney Andrew Vaughn with Allen Boone Humphries Robinson LLP explained the project that will be developed; a 700-acre master planned community within Iowa Colony, that will allow for uniformed development standards. Council member Vela expressed concern about releasing territory, stating he disagrees with the state law that makes this release compulsory.

Council member Starkey moved to approve Ordinance 24-DD, releasing approximately 273.364 acres of land from the Extraterritorial Jurisdiction of the City of Alvin, Texas; providing findings of fact; containing a severability clause; and providing for other matters related thereto. Seconded by Council member Garivey; motion carried with all members present voting Aye, and council members Moore and Vela voting No.

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.

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.

No items were presented by Council members.

EXECUTIVE SESSION

Mayor Pro-tem Moore called for executive session at 8:00 p.m. in accordance with the following:

Section 551.074 of the Local Government Code: Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

RECONVENE TO OPEN SESSION

Mayor Pro-tem Moore reconvened the meeting to open session at 8:23 p.m.

Consider possible action regarding the appointment of a Human Resources Director.

Council member Vaughn moved to appoint Tina Rodriguez as Human Resources Director; Seconded by Council member Starkey; motion carried with all members present voting Aye.

ADJOURNMENT

Mayor Pro-tem Moore adjourned the meeting at 8:23 p.m.

PASSED and APPROVED the 7th of November 2024.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 11/7/2024

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider Addendum No. 1 for the remaining term of an additional one (1) year renewal Agreement with Petroleum Traders for the City's vehicle and equipment fuel services provider; and authorize the City Manager to sign the Agreement upon legal review.

Type of Item: Contract/Agreement

Summary: Motor Vehicle & Equipment Fuel bid is used to supply the City of Alvin personnel with fuel for City vehicles and equipment. In past years, Petroleum Traders has been awarded the City's fuel bid and provided excellent service. Petroleum Traders fulfilled all requirements set forth in the contract, and all references have been checked and meet industry standards.

Pricing will be based on daily rack pricing of when the fuel is ordered and will be supplied to the City for plus or minus rack pricing for that day. How rack pricing works:

Oil Price Information Service (OPIS) "freezes" supplier prices and averages by rack at key time intervals throughout the day so buyers and sellers of fuel can index their purchases to an unbiased, third-party price frozen at a fixed point in time. The averages are stored in OPIS's TimeSeries database, so customers can easily settle disputes at any time by retroactively looking up the frozen averages. These averages are in gross and net formats and appear daily in the various OPIS email, FTP, and WebRack reports. The benchmarks include lows, highs, and averages for all suppliers, as well as branded and unbranded lows, highs, and averages.

On October 17, 2023, bids were opened, and Petroleum Traders was the lowest bidder. Petroleum Traders has been providing prompt fuel deliveries for the last year. Staff recommends renewing the agreement with Petroleum Traders for an additional one-year term for providing fuel services.

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

Funding Account: Various Fuel Accounts **Amount:** _____ **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 10/30/2024 SLH

Finance Review Required: N/A ☐ Required ☒ **Date Completed:** CT 11/04/2024

Supporting documents attached:

1. Petroleum Traders Addendum No. 1 -2024
 2. Exhibit A; Motor Vehicle & Equipment Fuel; 2023; Petroleum Traders
 3. Petroleum Traders Extension email
-

Recommendation: Move to approve Addendum No. 1 for the remaining term of an additional one (1) year renewal Agreement with Petroleum Traders for the City's vehicle and equipment fuel services provider; and authorize the City Manager to sign the Agreement upon legal review.

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

ADDENDUM NO. 1
TO THE
MOTOR VEHICLE AND EQUIPMENT FUEL AGREEMENT
BETWEEN THE CITY OF ALVIN, TEXAS
AND PETROLEUM TRADERS CORPORATION

THIS Addendum No. 1 to the Motor Vehicle and Equipment Fuel Agreement (“Addendum No. 1”) is made on this the 7th day of November 2024, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”) and Petroleum Traders Corporation (“Contractor”).

WHEREAS, on November 16, 2023, the City approved and entered into a Motor Vehicle and Equipment Fuel Agreement with Petroleum Traders to provide mid-grade gasoline and diesel fuel in complete accordance with the City’s specifications, conditions, and prices in accordance with the Motor Vehicle and Equipment Fuel Bid Specifications and Motor Vehicle and Equipment Fuel Bid Summary (Exhibit “A”); and

WHEREAS, the Agreement provided for a term ending on December 16, 2024; and

WHEREAS, the Terms of the Agreement contained an option to renew for one (1) additional year with the same terms and conditions; and

WHEREAS, the City and Contractor desire to extend the term of the Agreement for an additional year ending December 16, 2025. (*See* letter attached as Exhibit B).

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the City and Contractor hereby agree as follows:

I.

This renewal term is subject to all the provisions contained within the original Agreement.

II.

Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement, and Addendum No. 1, the provisions of Addendum No. 1 shall control. Addendum No. 1 may only be amended, modified or supplemented by written agreement and signed by all parties.

IN WITNESS WHEREOF, the parties have made and executed Addendum No. 1 to the Motor Vehicle and Equipment Fuel Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

CONTRACTOR:
PETROLEUM TRADERS CORPORATION

BY: _____

Name: _____

Title: _____

CITY:
CITY OF ALVIN, TEXAS

BY: _____

Junru Roland

City Manager

ATTEST/SEAL

BY: _____

Name: _____

Title: _____

ATTEST/SEAL

BY: _____

Dixie Roberts

City Secretary/Assistant City Manager

APPROVED AS TO FORM:

BY: _____

Suzanne L. Hanneman

City Attorney

STATE OF TEXAS §
COUNTY OF BRAZORIA §

DESCRIPTION

AGREEMENT

TERM

THE CONTRACTOR:

PETROLEUM TRADERS CORPORATION

By: Joseph Vanderpool
Joseph Vanderpool (Nov 20, 2023 15:22 EST)
Printed Name: Joseph Vanderpool

Title: Contract Sales Manage
Date: 11/20/2023

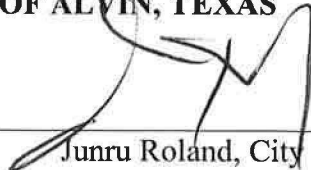
ATTEST/SEAL

By: _____
Printed Name: _____

Title: _____
Date: _____

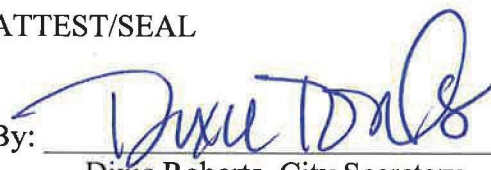
THE CITY:

CITY OF ALVIN, TEXAS

By: 
Junru Roland, City Manager

Date: 11-16-23

ATTEST/SEAL

By: 
Dixie Roberts, City Secretary

Date: 11-16-23

EXHIBIT A

INSTRUCTION TO BIDDERS

1. BIDS, PREPARATION AND SUBMITTAL

Bids will be submitted upon the standard bid form without modification or provisions except those required, and each proposal submitted must be completely filled out.

AND marked: **Bid # B-23-09 FUEL**

To be opened publicly and read aloud 2:15PM, October 17, 2023, at the City Council Chambers, Alvin City Hall, 2nd floor, 216 West Sealy, Alvin, Texas 77511.

Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm agreement.

All figures must be written in ink or typewriter. Figures written in pencil or erasures are not acceptable. Mistakes may be crossed out, corrections inserted, and initialed by the person signing the proposal. Bids cannot be altered or amended after submission deadline.

The Advertisement to Bidders, Instructions to Bidders, Specification and Compliance, Addenda (if any), and Bid Form contained herein are considered as part of bid and take precedent over the Standard Form Agreement.

2. INTENT OF BID DOCUMENTS

Bidders should fully inform themselves as to call conditions and matters which can in any way affect the work or costs thereof and visit the site of work. Should a bidder find discrepancies in, or omissions from, the Specifications or other documents, or should be in doubt as to their meaning and intent he should notify the City of Alvin at once and obtain clarification prior to submitting bid.

The submission of a bid by Bidder shall be conclusive evidence that the bidder is fully acquainted and satisfied as to character, quality and quantity of work to be performed and materials to be furnished.

3. DELIVERY OF BIDS

Bids received prior to the time of opening will be kept securely unopened. **Bids received after 2:00pm of the opening date, are considered late and shall be returned unopened.** The person whose duty is to open them will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer for the premature opening of a bid not properly addressed or identified. Oral, faxed, or emailed bids will not be considered.

4. WITHDRAWAL OF BIDS

Bids may be withdrawn by written or emailed requests dispatched by the bidder in a time for delivery in the normal course of business prior to the time fixed for opening, provided that emailed withdrawal is confirmed in writing over the signature of the bidder within forty-eight (48) hours thereafter. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid has been opened.

5. IRREGULAR BIDS

Bids will be considered irregular if they show any omissions, alterations of form, additions or conditions not called for, unauthorized alternate bids or irregularities of any kind. The City of Alvin reserves the right to waive any irregularities and make the award in his best interest.

Bidders may be disqualified and their proposal not considered for any of the following specific reasons:

- a. Reason for believing collusion exists between the bidders.
- b. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated.
- c. The bidder being interested in any litigation against the City.
- d. The bidder being in arrears or default on any existing contract or having defaulted on a previous contract.
- e. Lack of competency as revealed by the financial state, experience and equipment, questionnaires, etc.
- f. Incomplete work which, in the judgment of the City, will prevent or hinder the prompt completion of additional work if awarded.
- g. Failure to acknowledge on the Bid Form receipt of an Addendum.

6. TAXES

The City is exempt from the State Limited Sales and Use Tax. The price bid must net exclusive of the above mentioned tax, and will be so construed.

7. BASIS OF AWARD

It is the intent of the City to award the agreement to the bidder submitting the lowest, responsible total bid, meeting all specifications and represents the most advantageous proposal to the City. The City reserves the right to extend any agreement when most advantageous to the City.

In determining the lowest responsible bid, the following elements shall be considered:

- a. The purchase price;
- b. The reputation of the bidder and the bidder's goods or services;
- c. The quality of the bidders goods and services;
- d. The extent to which the goods or services meet the City's needs;
- e. The bidder's past relationship with the City;
- f. The impact on the ability of the city to comply with laws and rules relating to contracting the historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- g. The total long-term cost to the City to acquire the bidder's goods or services; and
- h. Any other criteria specifically listed in this request for bids.

8. TERMS

The terms will be for one (1) year beginning with the issuance of an award letter from the City Clerk's Office. Agreement may be extended for one (1) year with the same terms and conditions. Agreement may be terminated for cause. **Funding out clause:** any agreement resulting from this invitation is subject to annual appropriation of funds by the City of Alvin Council.

9. AWARD OF CONTRACT

The Notice of Award of Agreement shall be given to bidders within sixty (60) days following the date of opening of bids. The City reserves the right to award this agreement to that responsible bidder whose bid, in the opinion of the City, is in the best interest, price and other factors considered or from any

responsible person or persons which, and results in the best and most economical completion of the work, in accordance to the laws of the State of Texas, to waive any formality or irregularity, and to reject any or all bids.

10. ADDENDA

The City is not bound by any oral representations, clarifications, or changes made in the written specifications. If it becomes necessary to revise any part of the bid documents, the City will issue a written notice to all bidders in the form of Addenda. Addenda to the bid documents issued to bidders prior to the receipt of bids shall be considered part of the Bid Documents. Bidders must acknowledge on the Bid Form, receipt of an Addendum. Bid Forms that not acknowledged are not acceptable and will not be considered.

11. DISCREPANCIES IN PRICES

Discrepancies between the multiplication of units of service required and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12. PAYMENTS

Payment will be made to Bidder upon receipt of invoice. City will, either approve the pay request as submitted or return the request indicating in writing the City's reason for refusing to recommend payment (incomplete or unsatisfactory work). Bidder may make necessary corrections and resubmit the payment request.

Bidder's invoice must show, at a minimum, the following information: Purchase order number, person requesting service, unit price quoted for that. The amount will be paid by City within (30) days thereafter.

All invoices will be mailed to:

City of Alvin
1100 West Highway 6
Alvin, Texas 77511
Attn: Executive Secretary

13. ASSIGNMENT

The successful bidder may not assign, sell or otherwise transfer this agreement without written permission of the Mayor.

14. STATEMENT OF BIDDER'S QUALIFICATIONS

Bidders are to submit, with the Bid Form, the following information:

A list of at least (3) references, in relation to this bid, and includes; Company Name, a contact person and telephone number.

After bids have been opened and prior to making an award, the City reserves the Right to require the lowest bidder to furnish a statement of the bidder's financial resources, his experience, organization and staff for work contemplated.

The City shall have the right to take such steps as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such bidder does not satisfy the City that the bidder is qualified to properly carry out the terms of this agreement.

In determining the lowest responsible bidder, the following elements shall be considered:

- i. The purchase price;
- j. The reputation of the bidder and the bidder's goods or services;
- k. The quality of the bidders goods and services;
- l. The extent to which the goods or services meet the City's needs;
- m. The bidder's past relationship with the City;
- n. The impact on the ability of the city to comply with laws and rules relating to contracting the historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- o. The total long-term cost to the City to acquire the bidder's goods or services; and
- p. Any other criteria specifically listed in this request for bids.

15. SERVERABILITY

If any section, subsection, paragraph, sentence, clause, phase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion has been omitted.

16. INSURANCE AND INDEMNIFICATION

Minimum insurance requirement for successful Proposal shall be as follows:

1.01 Workers' Compensation. Workers' Compensation insurance as defined by the Texas Workers' Compensation Act.

A. Definitions

Certification of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the agreement.

Persons providing services on a project ("subcontractor" in 406.096) – includes all persons or entities performing all or part of the services the bidder as undertaken to perform the project, regardless of whether that person contracted directly with the bidder and regardless of whether that person has employees.

This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project.

- B. The Bidder shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the bidders providing services on the project, for the duration of the agreement.
- C. The Bidder must provide a certificate of coverage to the City prior executing award bid letter.
- D. If the coverage period shown on the bidder's current certificate of coverage ends during the duration of the agreement, the bidder must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- E. The Bidder shall retain all required certificates of coverage for the duration of agreement and for one year thereafter.
- F. By signing this agreement, the bidder is representing to the City that all employees of the bidder who will provide services on the project will be covered by workers' compensation coverage for the duration of the agreement, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's division of self-insurance regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.
- G. The bidder's failure to comply with any of these provisions is a breach of agreement by the bidder which entitles the City to declare the agreement void if the bidder do not remedy the breach within ten days after receipt of notice of breach from the City.

1.02 Comprehensive General Liability: Comprehensive General Liability (including premises/operations; Independent Contractors Products and Completed Operations; Broad Form Property Damage; Blanket Contractual underground/Explosion/Collapse Hazardous).

- | | | |
|-----|------------------------------------|-------------|
| (1) | Bodily injury and Property Damage: | \$1,000,000 |
| | General Aggregate Limits: | \$2,000,000 |

	Products/Completed Operations Aggregate Limits:	\$500,000
--	---	-----------

1.03 Business Automobile Liability: Business Automobile Liability (including non-owned and lease vehicles)

- | | | |
|-----|-----------------------|-------------|
| (1) | Combined Single Limit | \$1,000,000 |
| (2) | Property Damage | \$500,000 |

The Bidder will furnish the City with a copy of each insurance policy or endorsements required in connection with this work.

To the extent of Bidder's negligence or willful misconduct, The Bidder shall defend, indemnify and hold harmless, the City and the their respective offices, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

- (1) Is attributable to bodily injury, sickness, disease or death to or injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefore; and
- (2) Is caused in whole or in part by any negligent act or omission of the Bidder any subcontractor, anyone directly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The Bidder assumes all responsibility and agrees to indemnity and save the City harmless from any and all liability and damage arising out of or in connection with the performance of the Agreement, to the extent of Bidder's negligence or willful conduct, to existing pipelines, utility company services lines, telephone cables or electric power lines and for the liability for all claims suits and judgments by any or all recipients of these services as a result of any interruption of services, whether caused by the Bidder, subcontractor, or his employees, except where such damage or liability arises out of negligence of the City of any of their employees.

17. CONFLICT OF INTEREST QUESTIONNAIRE

This questionnaire, included in the bid documents, must be filed in accordance with Chapter 176 of the Local Government Code by a person doing business with a governmental entity.

FUEL

B-23-09

The City of Alvin is requesting bids for the purchase of mid-grade gasoline, diesel fuel for one (1) year with an option to renew for one (1) year with the same terms and conditions. To be considered, proposals must be made in accordance with these instructions.

FUEL SPECIFICATIONS:

Mid-grade Gasoline: Rated at 89.0 octane or higher and should meet specification *ASTM D4814. Gasoline should contain a complete additive package meeting the BMW valve cleanliness test for lifetime use, maintaining clean fuel injectors and carburetors, but **not** contain methanol or MMT (methylcyclopentadienyl manganese tricarbonyl).

Diesel: #2 Ultra Low sulphur diesel with a minimum cetane rating of 46 and Current EPA Lubricity standards and should Meet or Exceed *ASTM D957-94.

DELIVERIES:

Price quote shall be FOB City of Alvin, Public Works Facility located at 1100 W. Highway 6, Alvin, Texas 77511.

- A. Estimated storage tank capacities are as listed below:
 - Mid-grade Gasoline (89 Octane) - 15,000 Gallons
 - Diesel (#2 Ultra Low Sulfur) - 12,000 Gallons
- B. Estimated quantities for the City of Alvin's 2022-2023 Fiscal Year:
 - Mid-grade Gasoline (89 Octane) - 90,000 Gallons
 - Diesel (#2) - 30,000 Gallons
- C. Deliveries are to be made between 7:30 a.m. and 4:00 p.m. Mondays thru Thursdays.
- D. Deliveries under this bid shall be delivered within 48 hours (maximum) after notification by the City of Alvin. If not delivered within 48 hours, the City of Alvin reserves the right to purchase motor fuel from the secondary vendor.
- E. No part of this bid shall be subcontracted to another party for furnishing fuels without prior approval of the City of Alvin.
- F. Trucks making deliveries shall be equipped with proper ticket printers, meters or State of Texas certified truck tank markings to assure accurate measure. Bidders shall comply with TCEQ Rules 30 TAC 115.221-.229 which stipulates "Stage I equipment and procedures are required to control and reduce the emissions of gasoline vapors during delivery from tanker trucks into a facilities aboveground or underground storage tanks."

- G. Successful bidder must furnish written proof of having general liability insurance and product liability insurance for all products furnished to the City of Alvin. Minimum amount: (1) Comprehensive general liability – Bodily injury \$500,000 per occurrence and property damage \$100,000 per occurrence; (2) Excess and umbrella liability insurance to cover excess damage of the specific coverage's above with a limit of no less than \$2,000,000. Successful bidder must show written proof of workers compensation insurance.
- H. The City of Alvin shall have the right, upon delivery of fuels, to test product for compliance with the standards set forth in the bid. If the product does not meet standards, the vendor shall remove and replace the fuel at no cost to the City of Alvin. The vendor further agrees to repair any damages resulting from the placement of such fuel in city vehicles. Note: No fuels with alcohol or extenders will be accepted.

COSTS:

Bidders are required to bid a price differential above or below the average PAD3 report for Houston, Texas. If you are not a subscriber to this report you may obtain information by calling Oil Pricing Information Services. The bidder shall use the average price for unleaded gasoline and #2 diesel fuels from the PAD3 report published each month. This first report of the month will provide the formula for product delivered from the 15th of that month until the 14th of the following month. The vendor shall furnish a dated copy of the PAD3 report with each invoice. The Texas Underground Recovery fee, transportation fares, additive costs, or any other fees should be included in the product bid.

INVOICING:

All invoices shall be submitted to the City of Alvin, Attn: Central Shop, 1100 W. Hwy 6, Alvin, TX 77511. Each invoice must itemize the type of product delivered, quantity, unit cost of each item, street address of delivery location, date of delivery, and the City's Purchase Order Number. The invoices must be accompanied by one copy of the delivery ticket signed by an authorized City of Alvin representative. This copy of the delivery ticket shall be in addition to the delivery ticket left with the City's representative receiving the delivery.

The City of Alvin reserves the right to reject any and all bids, or parts of bids to waive any and all technicalities, and to accept any bids, or parts of bids, which it deems advantageous to the City.

FUEL BID SUMMARY SHEET
B-23-09

The bidder proposes to furnish mid grade gasoline, #2 ULS diesel fuel to the City of Alvin at the bid price of the fixed differential in excess of the following formula:

The average of prices posted for mid-grade gasoline, #2 diesel fuel as listed in the Oil Price Information Service PAD3 report for Houston, Texas rack prices. The Contractor agrees to furnish the City of Alvin a copy or summary of said report. No price increase for the excess charge is authorized for the one (1) years with the option to extend for another one (1) year contract at the same terms and prices. Bids must be completed and submitted in **TRIPlicate**. Sealed envelope containing the bid **MUST** identify the bidder and shall bear the notation "SEALED BID:"

Item	Estimated Annual Quantity	Description	Firm Fixed Differential (Exclusive of State, Fed Taxes) Indicate + or -
1	90,000 Gallons	Unleaded Gasoline (89 Octane or higher)	\$ <u>-0.0515</u> per gallon
2	30,000 Gallons	#2 Diesel Fuel – Ultra low sulfur	\$ <u>-0.0152</u> per gallon.

Special Note: Incomplete or altered bids will not be accepted.

Any and all financial obligations of the Customer under this bid are subject to an appropriation being made for that purpose. Vendor understands and agrees that the Customer's obligations are solely payable out of current revenues.

FIRM NAME Petroleum Traders Corporation

FIRM REPRESENTATIVE NAME Joseph Vanderpool

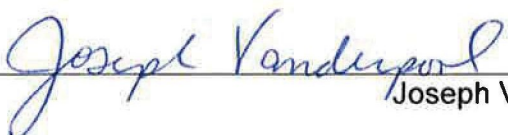
REPRESENTATIVE TITLE Contract Sales Manager

ADDRESS PO Box 2357

CITY AND STATE Fort Wayne, IN ZIP CODE 46801-2357

TELEPHONE 888-637-7661

FAX NO. 260-203-3820

SIGNATURE 
Joseph Vanderpool, Contract Sales Manager

Mall/delliver bld to: City of Alvin
Attn: City Secretary (Fuel)
216 West Sealy
Alvin, TX 77511

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Petroleum Traders Corporation
Fort Wayne, IN United States

Certificate Number:
2023-1083137

Date Filed:
10/13/2023

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Alvin, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Bid # BÃ·23Ã·09 Fuel
Supply and delivery of gasoline and diesel fuel.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Himes, Michael	Fort Wayne, IN United States	X	
	Stephens, Linda	Fort Wayne, IN United States	X	
	Townsend, Brian	Fort Wayne, IN United States	X	
	Vanderpool, Joseph	Fort Wayne, IN United States	X	

5 Check only if there is NO Interested Party. ☐

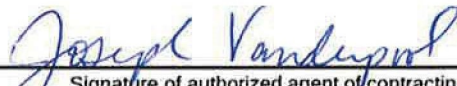
6 UNSWORN DECLARATION

My name is Joseph Vanderpool, and my date of birth is 5/29/1988.

My address is 7120 Pointe Inverness Way, Fort Wayne, IN, 46804, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Allen County, State of Indiana, on the 13th day of October, 20 23.
(month) (year)



Signature of authorized agent of contracting business entity
Joseph Vanderpool, (Declarant) Contract Sales Manager

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

Petroleum Traders Corporation

2

☐

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

N/A

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

N/A

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, Item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

D. Describe each affiliation or business relationship.

N/A

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

N/A

7


Signature of person doing business with the governmental entity
Joseph Vanderpool, Contract Sales Manager

10/13/2023

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lupke Rice Insurance 127 W. Berry Street, Ste 500 Fort Wayne IN 46802		CONTACT NAME: Cindy Surfus PHONE (A/C, No, Ext): 260-424-4150 FAX (A/C, No): 260-424-4187 E-MAIL: csurfus@lupkerice.com ADDRESS:		
INSURED Petrera Corporation P.O. Box 2357 Fort Wayne IN 46801		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Ironshore Specialty Insurance Co		
		INSURER B: Ohio Security Insurance Company		24082
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1266956017

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☒ PROJECT ☐ LOC ☐ OTHER	Y	Y	IEUW0013197701	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$	
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	IEUW0013197701	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0		Y	XSCUW0013197801	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	XWS(24) 59 06 94 51	9/1/2023	9/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Third Party On-Site Pollution Pollution	Y	Y	IEUW0013197701	9/1/2023	9/1/2024	Limit 1,000,000 Deductible 1,000,000 25,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Sample

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Related Experiences and References

Petroleum Traders Corporation supplied over a billion gallons of fuel last year to a variety of customer. Below are but a few of the customers have supplied and transported fuel for:

Brazoria County, TX

111 East Locust

Angleton, TX 77515

Contact Name: Elizabeth Morgan

Phone: 979-864-1825

E-mail: emorgan@brazoria-county.com

Supply & deliver gasoline and diesel fuel

Cypress-Fairbanks ISD, TX

10300 Jones Rd

Houston, TX 77065

Contact: Joel Mooneyham

Phone: 346-205-8438

E-mail: joel.mooneyham@cfisd.net

Supply & deliver gasoline and diesel fuel

Katy ISD, TX

6301 South Stadium Lane

Katy, TX 77494

Contact: Regina Stephenson

Phone: 281-396-7581

Supply & deliver gasoline and diesel fuel

Fuel Contract; Petroleum Traders; B-23-09

Final Audit Report

2023-11-20

Created:	2023-11-20
By:	Dixie Roberts (droberts@cityofalvin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAB9IlyqJL86VzPdVX0AsdPVsfUzIIsAye

"Fuel Contract; Petroleum Traders; B-23-09" History

 Document created by Dixie Roberts (droberts@cityofalvin.com)
2023-11-20 - 7:09:47 PM GMT

 Document emailed to sreuille@petroleumtraders.com for signature
2023-11-20 - 7:11:04 PM GMT

 Email viewed by sreuille@petroleumtraders.com
2023-11-20 - 7:12:48 PM GMT

 Signer sreuille@petroleumtraders.com entered name at signing as Joseph Vanderpool
2023-11-20 - 8:22:47 PM GMT

 Document e-signed by Joseph Vanderpool (sreuille@petroleumtraders.com)
Signature Date: 2023-11-20 - 8:22:49 PM GMT - Time Source: server

 Agreement completed.
2023-11-20 - 8:22:49 PM GMT

From: [Jessica Boon](#)
To: [Brandon Moody](#)
Cc: [Joseph Vanderpool](#); [Adam Carteaux](#)
Subject: City of Alvin, TX Extension
Date: Tuesday, October 1, 2024 1:26:36 PM

Caution: External email.

Good afternoon,

Petroleum Traders Corporation is willing to extend the current contract with the City of Alvin, TX at the same terms and conditions. We show the new date would be 12/15/2025. Please confirm.

Please let us know if anything further is needed.

Thank you for your time,

Jessica Boon
Bid Specialist
Petroleum Traders
P – 888-637-7661



AGENDA COMMENTARY

Meeting Date: 11/7/2024

Department: Information Technology

Contact: Nick Newell

Agenda Item: Consider the award of RFP 24-05 to Ezee Fiber for the lease of a City-wide fiber network ring to connect twelve (12) City buildings to a unified internal network, with annual fees not to exceed seventy-three thousand six hundred eighty dollars (\$73,680.00); and authorize the City Manager to execute the ten-year agreement upon legal review.

Type of Item: Contract/Agreement

Summary: The proposed project involves entering into a 10-year lease contract with Ezee Fiber for the implementation of a City-wide fiber ring network to connect twelve (12) public buildings. The twelve (12) buildings include: City Hall, Police Department, Public Services Facility, Fire & EMS Station, Animal Shelter, Recreation Center, Senior Center, old Recreation Station, Fire Station #2, Fire Station #3, Public Services #2, and Bob S. Owens Outdoor Pool. This follows the Request for Proposals (RFP 24-05) issued in August 2024, for which the City received eight (8) submissions. A review team evaluated each submission based on criteria including cost/financial value, technical expertise, proposed solution and implementation plan, and customer service support. Among all submissions, Ezee Fiber received the highest average score.

Ezee Fiber's solution addresses the limitations of the City's current network, which operates on an outdated hub-and-spoke design provided by Comcast. A hub-and-spoke design works like a wheel, with a central point (the hub) connecting to several other points (the spokes). All the spokes depend on that hub to work. If the hub breaks, everything stops working. In contrast, the proposed fiber ring topography will provide robust connectivity and multiple paths for traffic so that data can keep flowing even in the event of a failure - more network redundancy equals more network reliability. It also helps with distributed site management. The idea is that if one device fails, another can automatically take over, significantly improving network reliability, performance, and resiliency to better support essential services like storage, security, and IT operations. EZ Fiber will construct two segments to close the gaps of missing fiber at the Fire & EMS building and the Recreation Center, completing the fiber ring. Construction is estimated to take 3-6 months, depending on the time required for TxDOT permitting.

The annual fees for this fiber ring lease are set at seventy-three thousand six hundred eighty dollars (\$73,680.00), which is approximately equivalent to the City's current fiber lease with Comcast. The existing fiber lease with Comcast does not utilize a fiber ring topography. The new lease offers substantial benefits, including significantly faster network speeds and ample capacity for future network expansion to provide for the growing demands of City operations. Additionally, there will be no throttling during high usage periods, meaning that the network will continue to work at full speed, no matter how busy it may become.

This proposal secures not only immediate network improvements but also significant cost stability and savings over time. By entering into this long-term lease, the City will benefit from stable pricing, avoiding potential rate increases and ensuring consistent budgeting for network services.

ARPA funds have been allocated to cover a portion of this project lease, with all funds required to be spent by December 31, 2026. After ARPA funds are exhausted, this contract will be funded through the Information Technology Support & Maintenance Fund, consistent with current practices.

Ezee Fiber has a strong track record in customer service, and reference checks have yielded positive results, affirming their ability to deliver the proposed solution effectively. Approval of this contract will authorize Ezee Fiber to proceed with implementation, and authorize the City Manager to execute the necessary documents upon legal review.

RFP Response Average Scores:

NAME OF FIRM SUBMITTING RFP	AVERAGE SCORE
Ezee Fiber	97
PS Lightwave	87
LightStream Networks	65
Consolidated Communications	61
Allstate Sales Group, Inc. ASG	59
Vero Fiber Networks	59
FiberLight	59
Kramer Service Group	50

Staff recommends approval.

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

Funding 103-2505-00-4150 613-2505-00-3290 **Amount:** \$73,680 per year **1295** **Form** Yes ☒ No ☐
Account: **Required?**

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 10/8/2024 SLH

Finance Review Required: N/A ☐ Required ☒ **Date Completed:** CT 10/14/24

Supporting documents attached:

1. Ezee Fiber; Master Product Services Agreement
 2. Ezee Fiber; Dark Fiber Supplement
 3. Ezee Fiber RFP Received
-

Recommendation: Move to award RFP 24-05 to Ezee Fiber for the lease of a City-wide fiber network ring to connect twelve (12) City buildings to a unified internal network, with annual fees not to exceed seventy-three thousand six hundred eighty dollars (\$73,680.00); and authorize the City Manager to execute the ten-year agreement 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: ☒



MASTER PRODUCTS AND/OR SERVICES AGREEMENT

General Terms and Conditions
Agreement # AlvinCityof-082024

Between:

	"Customer"	"EZEE FIBER TEXAS"
Company Name		Ezee Fiber Texas, LLC
Street, Suite		14850 Woodham Dr., Ste. B-105
City, State ZIP		Houston, Texas 77073
State / Entity Type		A Delaware Corporation

With addresses for notices sent to:

	Customer	EZEE FIBER TEXAS
Company Name		Ezee Fiber Texas, LLC
Street, Suite		14850 Woodham Dr., Ste. B-105
City, State ZIP		Houston, Texas 77073
Attention		Legal, legal@ezeefiber.com
Fax		(713) 255-7500

These General Terms and Conditions together with all Supplements, Order Form(s), Exhibits and other addenda attached hereto from time to time constitute the Master Products and Services Agreement ("Agreement") which is effective as of the last date of execution below ("Effective Date") by and between EZEE FIBER TEXAS and Customer, hereinafter collectively referred to as the "Parties" or individually as a "Party".

I. DEFINITIONS

"Commencement Date" means the date upon which EZEE FIBER TEXAS begins to provide an ordered Product or Service as more fully described in the relevant Supplement or Order Form.

"Customer Location" refers to a location designated in an Order Form for connection to the EZEE FIBER TEXAS Network.

"EZEE FIBER TEXAS Network" means, collectively, the fiber optic network, system capacity and related facilities (including, without limitation, routers, switches and communication channels) owned or controlled by EZEE FIBER TEXAS to the extent it applies to the Product or Service.



MASTER PRODUCTS AND/OR SERVICES AGREEMENT

General Terms and Conditions

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"Order Form" refers to any, mutually executed, product order ("Product Order"), service order ("Service Order"), schedule ("Schedule"), or statement of work ("Statement of Work") to these General Terms and Conditions and respective Supplement, detailing the Products or Services, the Term, Customer charges, the estimated Commencement Date and any other relevant terms agreed upon by the Parties.

"Products or Services" means the products or services provided by EZEE FIBER TEXAS (including, without limitation, Leased Fiber, In-Building Fiber, Co-location, Bandwidth, Managed Services, Managed Wavelengths and Capacity) to Customer.

"Supplement" means a fully executed supplement to these General Terms and Conditions each containing additional terms and conditions that govern the related Products or Services provided by EZEE FIBER TEXAS.

"Term" means the period of time in which EZEE FIBER TEXAS provides Products or Services to Customer pursuant to an Order Form and any renewals thereto.

II. STRUCTURE OF AGREEMENT

- 2.1 From time to time, the Parties will execute one or more Supplement(s) and Order Forms for EZEE FIBER TEXAS to provide Products or Services, each of which is automatically incorporated into this Agreement and subject to these General Terms and Conditions.

III. INVOICING AND PAYMENT

- 3.1 **Installation Charge, Setup or Other Non-Recurring Charge.** If a non-recurring installation charge or setup fee ("**NRC**") is specified in an Order Form, EZEE FIBER TEXAS will invoice Customer for the same upon the effective date of the Order Form ("**Order Form Effective Date**"), and unless otherwise specified in the applicable Order Form, Customer will pay such invoice upon the Order Form Effective Date.
- 3.2 **Monthly or Other Recurring Charge or MRC.** If a recurring charge ("**MRC**") (e.g. Monthly Charge, Quarterly Charge, Annual Charge, etc.) is specified in an Order Form, EZEE FIBER TEXAS will invoice Customer for and Customer will pay the Recurring Charge in advance for each period and within twenty (20) days from the date of such invoice. EZEE FIBER TEXAS will begin to invoice the Recurring Charge on the Commencement Date. Invoices for partial months will be pro-rated. Multiple types of Recurring Charge may be set forth in the Order Form.
- 3.3 **Additional Charges.** If applicable, EZEE FIBER TEXAS will invoice Customer and Customer will pay invoices for any additional charges for Products or Services which are specified in an Order Form. Unless otherwise specified on the invoice, payment is due within thirty (30) days from the date of such invoice.
- 3.4 **Late Payments.** All invoices must be paid in accordance with their terms without setoff or deduction, and late payments will accrue interest on the unpaid sum as of the date of the invoice at the lesser of (i) the highest legal rate of interest permitted in the State of Texas or (ii) one and one-half percent (1.5%) per month.
- 3.5 **U.S. Dollars.** Unless otherwise specified on an Order Form, all payments must be made by Customer to EZEE FIBER TEXAS in U.S. dollars

IV. APPLICABLE TAXES



MASTER PRODUCTS AND/OR SERVICES AGREEMENT

General Terms and Conditions

Agreement # AlvinCityof-082024

- 4.1 In addition to other amounts due hereunder, Customer shall be responsible for paying all Applicable Taxes. "Applicable Taxes" means all taxes, levies, fees, imposts, duties, charges, surcharges, assessments or withholdings of any kind or nature levied or imposed upon EZEE FIBER TEXAS or Customer, arising from or relating to the provision by EZEE FIBER TEXAS of the Services to Customer (including, without limitation, sales, excise taxes, universal service fees, any other FCC or state PUC fees, and any state or local utility or telecommunications taxes), together with any penalties, fines or interest (resulting from Customer's failure to pay Applicable Taxes hereunder after being invoiced for such) by any U.S. federal, state, provincial or local government, public authority, including its agencies, commissions and tribunals, or their designated agents, having jurisdiction over this transaction. Customer shall not be responsible for and Applicable Taxes shall not include taxes on the property or income of EZEE FIBER TEXAS.
- 4.2 Notwithstanding the foregoing, Customer may provide EZEE FIBER TEXAS with a certificate evidencing Customer's exemption from payment of or liability for any Applicable Taxes.

V. TERM

- 5.1 This Agreement commences on the Effective Date, and continues through the latest expiration of all Order Form Term(s) subject to this Agreement, unless earlier terminated as provided herein.
- 5.2 The Term for each Order Form begins on the Commencement Date of the related Product or Service and remains in effect until the expiration of the initial period so specified. Upon expiration of the initial term each Order Form will automatically renew for additional periods of one (1) year unless one Party provides the other written notice that it is terminating such Order Form not less than sixty (60) days prior to the end of the Term then in effect.
- 5.3 If Buyer desires to terminate any Service after Seller's acceptance of the Service Order and prior to the expiration of the Service Term, Buyer may do so by providing notification thereof to Seller at least thirty (30) days in advance of such termination. Unless otherwise agreed by the Parties in the Service Order for such terminated Service, in the event of any such termination of such Service or in the event a Service is terminated pursuant to Section 6, Buyer shall pay to Seller, prior to the effective date of such termination, an amount equal to the Termination Charge, which shall be equal to the sum of (i) any Non-Recurring Charges applicable to the terminated Service to the extent not already paid by Buyer (including any and all waived Non-Recurring Charges); (ii) the Recurring Charge and/or minimum Usage Charges applicable to the terminated Service multiplied by the number of months (or other applicable billing interval) then remaining until the end of the applicable Service Term established pursuant to the Service Order for such terminated Service, plus any applicable taxes and surcharges for contributions to Funding Programs; (iii) any termination costs payable by Seller to any third party associated with any portion of the applicable terminated Service being provided on any Third Party Facilities and (iv) any reasonable internal costs that are not otherwise recovered by Seller through the payment of the amounts set forth in (i) through (iii) above.

VI. DEFAULT

- 6.1 The following events are "Events of Default", the occurrence of which gives the non-defaulting Party the right to terminate the affected Order Form(s), or the entire Agreement for a nonpayment default, by written notice following the expiration of any stated cure periods and pursue its remedies under the Agreement:
- 6.2 Customer fails to fully pay any of the payments (including Early Termination Charges) required hereunder within five (5) days after receipt of written notice of such failure; or



MASTER PRODUCTS AND/OR SERVICES AGREEMENT

General Terms and Conditions

Agreement # AlvinCityof-082024

- 6.3 Breach of any material term or condition of this Agreement (including Order Forms) and such breach remains uncured thirty (30) days after delivery to the breaching Party of written notice of such breach. If the breach is of a nature or involves circumstances reasonably requiring more than thirty (30) days to cure, the time period may be extended provided the breaching Party proceeds diligently to cure the breach;
- 6.4 Either Party files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law.
- 6.5 If Customer is in default, as set forth above, then, after expiration of the cure period, EZEE FIBER TEXAS may, in addition to any other remedies that it may have under this Agreement or by law, suspend, disconnect and/or repossess any Products or Services, provided, however, that Customer will remain responsible to perform its obligations hereunder.

VII. REPRESENTATIONS AND WARRANTIES

- 7.1 EZEE FIBER TEXAS warrants that any Products and Services to be provided to Customer will be at a professional level of quality conforming to generally accepted industry standards and in compliance in all material respects with all applicable laws and regulations. Except as otherwise expressly provided in this agreement, EZEE FIBER TEXAS does not make, and hereby disclaims, any and all other warranties, express or implied including any and all warranties of merchantability or fitness for a particular purpose.
- 7.2 Each Party represents and warrants to the other that (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization, (ii) it has all requisite power and authority to enter into and perform its obligations under this Agreement and all Order Forms, (iii) it will comply with all applicable federal, state and local laws, statutes, rules and regulations in connection with the provision and use of the Products and Services and (iv) this Agreement and all Order Forms, when executed, are the legal, valid and binding obligation of such Party.
- 7.3 Customer acknowledges that EZEE FIBER TEXAS has no ability to determine whether the communications traffic carried by the Products or Services utilizing the EZEE FIBER TEXAS Network is jurisdictionally interstate or intrastate. Customer represents and warrants that the communications traffic to be carried by the EZEE FIBER TEXAS Network shall be jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed-use "10% Rule"(47 CFR 36.154, 4 FCC Rcd. 1352), unless Customer provides EZEE FIBER TEXAS written notice otherwise. In either case, Customer will pay all relevant FCC and state Public Utilities Commission taxes and fees.

VIII. LIMITATION OF LIABILITY AND INDEMNIFICATION

- 8.1 THE TOTAL LIABILITY OF EITHER PARTY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH AN ORDER FORM (EXCLUDING EARLY TERMINATION CHARGES (AS DEFINED IN THE RELATED SUPPLEMENT)) IS LIMITED TO AN AMOUNT EQUAL TO THE TOTAL CHARGES PAYABLE BY CUSTOMER DURING THE TERM, FOR EACH PERIOD DELIVERED, SET FORTH THEREIN. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE OR LOST BUSINESS OPPORTUNITIES (WHETHER ARISING OUT OF TRANSMISSION INTERRUPTIONS OR PROBLEMS, ANY INTERRUPTION OR DEGRADATION OF SERVICE OR OTHERWISE), WHETHER FORESEEABLE OR NOT, EVEN IF A PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF THE DAMAGE AND EVEN IF A PARTY ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT. THE LIMITATIONS SET FORTH IN THIS SECTION WILL



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APPLY TO CLAIMS OF CUSTOMER, WHETHER OCCASIONED BY ANY CONSTRUCTION, INSTALLATIONS, RELOCATIONS, SERVICE, REPAIR OR MAINTENANCE PERFORMED BY, OR FAILED TO BE PERFORMED BY EZEE FIBER TEXAS, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR STRICT LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF DATA OR TECHNOLOGY.

- 8.2 EZEE FIBER TEXAS agrees to indemnify, defend and hold Customer, its officers, directors, employees, agents and contractors harmless from and against all loss, damage, liability, cost and expense (including reasonable attorney's fees and expenses) by reason of any claims or actions by third parties against Customer for (i) bodily injury or death, and damage, loss or destruction of any real or tangible personal property, which third party claims arise out of or relate to EZEE FIBER TEXAS's gross negligence or willful misconduct or (ii) infringement or misappropriation by EZEE FIBER TEXAS of any intellectual property rights under this Agreement.
- 8.3 Customer agrees to indemnify, defend and hold EZEE FIBER TEXAS, its officers, directors, employees, agents and contractors harmless from and against all loss, damage, liability, cost and expense (including reasonable attorney's fees and expenses) by reason of any claims or actions by third parties against EZEE FIBER TEXAS for (i) bodily injury or death or damage, loss or destruction of any real or tangible personal property, which third party claims arise out of or relate to Customer's gross negligence or willful misconduct, (ii) infringement or misappropriation by Customer of any intellectual property rights under this Agreement, or (iii) Customer's or its customer's use of the Products or Services, including without limitation, defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity, or spamming or any other tortious or illegal conduct.

IX. CONFIDENTIALITY AND PUBLICITY

- 9.1 Each Party agrees that the terms of this Agreement and all information furnished to it by the other Party, including maps, pricing, financial terms, network routes, design information, methodologies, specifications, locations or other information to which it has access under this Agreement, are deemed the confidential and proprietary information or trade secrets (collectively referred to as "Proprietary Information") of the Disclosing Party and will remain the sole and exclusive property of the Disclosing Party (the Party furnishing the Proprietary Information referred to as the "Disclosing Party" and the other Party referred to as the "Receiving Party"). Each Party will treat the Proprietary Information and the contents of this Agreement in a confidential manner and, except to the extent necessary in connection with the performance of its obligations under this Agreement, neither Party may directly or indirectly disclose the same to anyone other than its employees on a need to know basis and who agree to be bound by the terms of this Section, without the written consent of the Disclosing Party. Information will not be deemed Proprietary Information if it (i) becomes publicly available other than through the actions of the Receiving Party; (ii) is independently developed by the Receiving Party; or (iii) becomes available to the Receiving Party without restriction from a third party. If the Receiving Party is required by a governmental or judicial law, order, rule, regulation or permit to disclose Proprietary Information, it must give prompt written notice to the Disclosing Party of the requirements of such disclosure and cooperate fully with the Disclosing Party to minimize such disclosure, and disclosure after such notice shall not be a breach hereof.
- 9.2 Neither Party may issue any advertising or other publicity material using the other Party's name or marks or describing in any way the terms of this Agreement without first receiving the other Party's written consent as to form and content, which consent may not be unreasonably withheld, conditioned, or delayed.

X. ASSIGNMENT



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- 10.1 Customer shall not assign or transfer this Agreement without the EZEE FIBER TEXAS prior written consent, except that either Party may assign this Agreement upon notice and without the other Party's consent to a person, firm, corporation, partnership, association, trust or other entity (i) that controls, is controlled by or is under common control with the assigning Party or (ii) which purchases all or substantially all of its assets; provided that the assignee assumes all liabilities hereunder in writing prior to the effectiveness of such assignment. Any assignment or transfer without the required consent is void and is considered a material breach of this Agreement. Upon any permitted assignment, the assigning Party will remain jointly and severally responsible for the performance under this Agreement, unless released in writing by the other Party, and this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

XI. FORCE MAJEURE

- 11.1 Neither party will be considered in breach of this Agreement nor liable under this Agreement for any delays, failures to perform, damages or losses, or any consequence thereof, caused by or attributable to an event of "Force Majeure," which is defined as any cause beyond the reasonable control of the party claiming relief, including without limitation the action by a governmental authority (such as a moratorium on any activities related to this Agreement or changes in government codes, ordinances, laws, rules, regulations, or restrictions occurring after the Effective Date), third-party labor dispute, flood, earthquake, fire, lightning, epidemic, war, act of terrorism, riot, civil disturbance, act of God, sabotage, fiber cut caused by a third-party or failure of a third party to recognize a permit, authorization, right-of-way, easement, right, license or other agreement obtained by EZEE FIBER TEXAS to construct and operate its facilities or network.

XII. NOTICES

- 12.1 All notices, including but not limited to, demands, requests and other communications required or permitted hereunder (not including invoices) must be in writing and will be deemed given: (i) when delivered in person, (ii) one (1) business day after deposit with an overnight delivery service for next day delivery, or (iii) three (3) business days after deposit in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to the recipient Party at the address set forth on first page hereof. In addition, EZEE FIBER TEXAS may send Customer notices, other than notices for default or termination, to Customer's email address as contained on EZEE FIBER TEXAS's customer contact list. Such email notification is deemed delivered on the day sent unless returned to sender.

XIII. MISCELLANEOUS

- 13.1 **Governing Law.** This Agreement will be interpreted and construed in accordance with the internal laws of the State of Texas without giving effect to its principles of conflicts of laws. This Agreement and the duties and obligations of the Parties hereunder shall be enforceable against any of the Parties in the courts of Harris County, Texas.
- 13.2 **Survival.** The Parties' respective representations, warranties, and covenants, together with obligations of indemnification, confidentiality and limitations on liability will survive the expiration, termination or rescission of this Agreement and continue in full force and effect.
- 13.3 **No Third-Party Beneficiaries.** The covenants, undertakings, and agreements set forth in this Agreement are solely for the benefit of and enforceable by the Parties or their respective successors or permitted assigns.



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General Terms and Conditions

Agreement # AlvinCityof-082024

- 13.4 **Relationship of the Parties.** The relationship between the Parties hereunder is not that of partners or agents for one another and nothing contained in this Agreement may not be deemed to constitute a partnership, joint venture or agency agreement between them.
- 13.5 **Remedies Not Exclusive.** Except as otherwise expressly provided, the rights and remedies set forth in this Agreement are in addition to, and cumulative of, all other rights and remedies at law or in equity.
- 13.6 **Headings and Severability.** The headings in this Agreement are strictly for convenience and do not amplify or limit any of the terms, provisions or conditions hereof. In the event any term of this Agreement is held invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement will be in any way affected.
- 13.7 **No Implied Waiver.** No failure to exercise and no delay in exercising, on the part of either Party, any right, power or privilege hereunder will operate as a waiver, except as expressly provided herein.
- 13.8 **Execution and Counterparts.** This Agreement may be executed in counterparts, including by facsimile or other electronic transmission, each of which when executed and delivered is an original, but all the counterparts together constitute the same document.
- 13.9 **Order of Precedence.** If any conflict or contradiction exists between these General Terms and Conditions and a Supplement, the terms of a Supplement will control. If any conflict or contradiction exists between a Supplement and the terms of an Order Form, the terms of the Order Form will control. If any conflict or contradiction exists between these General Terms and Conditions and the terms of an Order Form, the terms of the Order Form will control.

XIV. ENTIRE AGREEMENT - AMENDMENT - EXECUTION

This Agreement, including all Supplements, Order Forms, Exhibits and addenda attached hereto is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings and agreements, whether oral or written. This Agreement may be amended only by a written instrument executed by the Parties.



MASTER PRODUCTS AND/OR SERVICES AGREEMENT

General Terms and Conditions
Agreement # AlvinCityof-082024

The Parties have executed this Agreement as of the last date of execution below.

By EZEE FIBER TEXAS

By Customer

Signature

Signature

Print Name and Title

Print Name and Title

Dated

Dated



MASTER PRODUCTS
AND/OR SERVICES AGREEMENT

Dark Fiber Service(s) Supplement
(For use with ICTX or Ezee Fiber MSA)

Parties:

	"Customer"	"EZEE FIBER"
Company Name		Ezee Fiber Texas, LLC
Street, Suite		14850 Woodham Dr., Ste. B-105
City, State ZIP		Houston, TX 77073

MPSA # AlvinCityof-082024

This Dark Fiber Service(s) Supplement ("**Supplement**") provides the terms and conditions applicable to Dark Fiber Service and is effective as of the last date of execution below ("**Supplement Effective Date**") by and between the Parties listed above and is attached to and made a part of the **Master Product and/or Services Agreement** ("**MPSA**") by and between these same Parties. Unless otherwise defined herein, capitalized terms in this Supplement shall have the definitions attributed thereto in the General Terms and Conditions to the Master Products and/or Services Agreement.

I. ADDITIONAL DEFINITIONS

"**EZEE FIBER Demarc**" is a point specified in an Order Form which is either a (i) Building Fiber Demarc; (ii) EZEE FIBER POP Demarc; (iii) Type 2 Fiber Demarc; or (iv) Type 2 Circuit Demarc, as defined herein;

"**EZEE FIBER Equipment**" means EZEE FIBER telecommunications devices, apparatus and associated equipment located at the Customer Location that may be required for EZEE FIBER to provide the Service;

"**Allocated Monthly Charge**" or "**Allocated MRC**" means a portion of a Monthly Charge or Bundled Monthly Charge allocated by Service and/or each Customer Location on a pro-rata basis;

"**Building Fiber Demarc**" is a point from where EZEE FIBER generally distributes fiber strands within a building;

"**Bundled Monthly Charge**" or "**Bundled MRC**" means an un-itemized Monthly Charge for multiple Services specified in an Order Form;

"**Conduit**" means piping that runs within a building or underground to protect cables;

"**Cross-Connect**" means a single mode, multimode, or copper patch cord;

"**Customer Equipment**" means Customer's own premise equipment used to connect to the Service;

"**Customer Location**" is an address wherein EZEE FIBER will handoff Service to Customer;

"**Delivery Date**" is the date that EZEE FIBER informs Customer that Service is delivered to the applicable Service Demarc(s) notwithstanding any notice provisions in the Agreement to the contrary. Notification(s), as EZEE FIBER deems appropriate, may be in the form of email, fax, or an EZEE FIBER Customer Service Delivery Letter (the "**CSDL**");



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“Extended Demarc” indicates on an Order Form whether additional connectivity is required between the EZEE FIBER Demarc and the Service Demarc;

“Fiber Optic Infrastructure” or **“FOI Leased Fiber”** means EZEE FIBER owned, or otherwise acquired, dark optical fiber strands leased to Customer pursuant to an Order Form, for EZEE FIBER to provide the Dark Fiber Service(s).

“Location License” means the necessary building licenses, approvals or permissions from a building manager, landlord, or data center operator for a Party to (where applicable) (i) utilize building entrance or in-building ducts, (ii) install, maintain and access inside plant facilities, including, without limitation, termination panels, Riser/Cable, Conduit, or Cross-Connects or (iii) utilize necessary space and power (in each case in a form acceptable to EZEE FIBER);

“Riser/Cable” means inside plant (including vertical or horizontal riser cable) or outside plant (including underground stub or bridge cables) cable;

“Service Credit” means a credit that Customer is eligible to receive if EZEE FIBER fails to meet the Service Levels set forth in Section 9 below;

“Service Demarc” is the network interface point specified in an Order Form where EZEE FIBER hands off the Service to Customer. Where possible, the Service Demarc will be used as the point where EZEE FIBER tests the Service unless otherwise specified in the Order Form. Unless otherwise specified in the Order Form, the Service Demarc is the only location that the Customer may access the EZEE FIBER Network;

“Service Handoff” refers to the type of interfaces that Customer must provide in order for its Customer Equipment to be compatible with the ordered Service;

“Service Level” shall have the meaning ascribed to it in Section 9 below;

“Service Outage” means a complete interruption of a Service over and contained within the EZEE FIBER Network;

“Site Environment” means the requisite space, racks, power, security and other facilities and other environmental conditions necessary to support and operate the EZEE FIBER Equipment and telemetry to support out of band management;

“SLA Exclusion” shall have the meaning ascribed to it in Section 9 below;

“Type 2” means a circuit or fiber optic infrastructure specified in an Order Form provided by a third-party carrier and/or its network and utilized by EZEE FIBER to enable a Service;

“Type 2 Circuit Demarc” is a point where a third-party carrier terminates a Type 2 circuit or other infrastructure;

“Type 2 Limitation” means any Service Level impairment attributable to the inability of a Type 2 circuit to support one or more of the following applications over the Service, unless otherwise set forth in an Order Form: (i) jumbo frames (Ethernet frames with more than 1,500 bytes of payload (MTU)), (ii) Quality of Service, (iii) multicast transparency; or (iv) Bandwidth Availability and Packet Delivery Service Levels.

II. SERVICE DESCRIPTIONS



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- 2.1 FOI Leased Fiber may be ordered as in any configuration (point to point, ring, lateral from Customer or 3rd party fibers) as provided in an applicable Order Form.

III. BILLING TERMS

- 3.1 **Commencement Date(s).** The “Commencement Date” of a Service shall be the earlier of (i) five (5) calendar days after the Delivery Date or (ii) the date that Customer begins using such Service. If the Delivery Date is delayed as a result of Customer’s failure to fulfill its obligations under the Agreement (including, without limitation, failure to obtain the necessary Location License(s), or viable Conduit, Riser/Cable or Cross-Connects, if applicable, that interoperate with EZEE FIBER infrastructure or equipment), EZEE FIBER will give Customer written notice to cure such failure within thirty (30) calendar days. If Customer fails to cure within such period, the Commencement Date will be deemed to be the expiration date of such thirty (30) calendar day period.
- 3.2 **Incrementally Delivered Services.** Customer acknowledges and agrees that, unless specified in an Order Form, EZEE FIBER may incrementally deliver individual Services, when ready, which may result in different Commencement Dates and Terms for such incrementally delivered Services. For multiple Services listed as one line item in the Service Order, EZEE FIBER may incrementally deliver Service to each Customer Location when ready. The Term for incrementally delivered Services shall begin on the Commencement Date of the first Customer Location(s) delivered and end after the period specified as the Term from the Commencement Date of the last Customer Location delivered. Unless separately set forth in an Order Form, the charges for incrementally delivered Services shall be determined on a pro rata basis. Notwithstanding the foregoing, billing for FOI Leased Fiber in a ring configuration shall not commence until delivery of all ring segments, Customer’s hub location on the ring and one other building on the ring (if applicable).
- 3.3 Except as otherwise provided on an Order Form, in the event EZEE FIBER fails to deliver the FOI Leased Fiber to Customer within one hundred twenty (120) days from the full execution



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of an Order Form, Customer may terminate the Order Form and EZEE FIBER shall refund to Customer any amounts that have been paid prior to such termination.

- 3.4 Change, Cancellations, and Early Termination Charges.** Customer may submit a change to a previously submitted Service Order at any time prior to the Commencement Date. There are no non-recurring fees, change fees, or cancellation charges for changes to a Service Order prior to the Commencement Date, however, depending on the extent of the changes, the pricing may change for the Services ordered and may require an amended Service Order. If after providing a valid order for service to EZEE FIBER TEXAS, and prior to delivery of the Service by EZEE FIBER TEXAS, customer will be permitted to cancel such order within five (5) business days without incurring any charges. If the order is cancelled without cause after five (5) business days but before the Commencement Date, Customer will be liable for the costs directly incurred by EZEE FIBER TEXAS in connection with provisioning the service plus 15%. Costs must be documented and a direct result of the cancelled order. For any Service Order terminated by the Customer after the Commencement Date but prior to the expiration of its term, for reasons other than EZEE FIBER TEXAS's default, or if EZEE FIBER TEXAS cancels any Service Order due to Customer's default, the Customer shall pay all charges incurred and unpaid to date and also pay as liquidated damages, within thirty (30) days of receipt of an associated invoice, 100% of all documented and communicated unpaid or waived NRCs, 100% of all unpaid MRC for the remainder of the first year of the Service Order term, 50% of all unpaid MRC for the remainder of the second year (if any) of the Service Order term, and 25% of the unpaid MRC for the remainder of the Service Order term (if any) (the "Termination Liability"). For a Service that has completed its initial term and subsequently been re-termed by the Customer and then terminated by Customer prior to the expiration of the re-termed term, the Customer shall pay all charges incurred and unpaid to date and also pay as liquidated damages, within thirty (30) days of receipt of an associated invoice, 100% of all documented and communicated unpaid or waived NRCs, 50% of all unpaid MRC for the remainder of the first year of the Service Order re-termed term, 25% of all unpaid MRC for the remainder of the second year (if any) of the Service Order re-termed term, and 0% of the unpaid MRC for the remainder of the Service Order re-termed term (if any) (the "Re-termed Termination Liability").

IV. IN-BUILDING IMPLEMENTATION REQUIREMENTS

- 4.1 Customer must procure and maintain, at its sole cost and expense, Customer Equipment which is technically compatible with the Service and the EZEE FIBER Network. The type of Service Handoff shall be specified in the Order Form.
- 4.2 Customer is responsible, at its sole cost and expense, for connecting to the Service Demarc specified in the Order Form.
- 4.3 If an Extended Demarc is required, the Order Form shall describe the Party responsible for supplying the Riser/Cable, Conduit, and/or Cross-Connects to connect the EZEE FIBER Demarc to the Service Demarc. Customer shall ensure that Riser/Cable supplied by Customer is



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technically compatible with EZEE FIBER's facilities (e.g. fiber type, connector type, etc.). If necessary, Customer must provide reasonably sufficient descriptive information about Customer supplied Riser/Cable that interconnects with EZEE FIBER's fiber termination panel for EZEE FIBER to identify such Riser/Cable as belonging to Customer.

- 4.4 Each Order Form shall designate the Party responsible for the necessary Location License(s). If Customer is the responsible party, Customer, at its sole cost and expense, will obtain and maintain for the duration of the Order Form Term any necessary Location License(s). However, notwithstanding Customer's responsibility, if EZEE FIBER is required by a third party to obtain and maintain such Location License(s) on Customer's behalf, Customer agrees to reimburse EZEE FIBER for its costs relating to obtaining and maintaining such Location License(s) during the Term. If EZEE FIBER is the responsible party, EZEE FIBER will use commercially reasonable efforts to obtain and maintain the necessary Location License(s). EZEE FIBER will notify Customer if it is unable to obtain and maintain such Location License(s) timely to deliver the related Service(s) by the Estimated Delivery Date (specified in an Order Form). In such event, unless Customer elects in writing to undertake to obtain such Location License(s) itself, either Party may terminate the related Service(s) upon written notice to the other without further liability or obligation to either Party with respect to such Service(s), except Customer agrees to reimburse EZEE FIBER for its costs incurred through to the date of termination plus 25%.

V. USE OF SERVICE

- 5.1 EZEE FIBER is providing the Service for Customer's exclusive use. Customer shall have no right or interest in the FOI Leased Fiber other than to provision telecommunications services, information services and capacity to its end users. Customer may not sell, sublease, swap, assign, license, sublicense, or share the FOI Leased Fiber as "dark fiber", as such term is commonly understood in the telecommunications industry.
- 5.2 Customer may not, without the express written consent of EZEE FIBER, perform or contract with any third party to perform, any repairs or maintenance to the EZEE FIBER Network. Customer will not install any equipment to be used with the Service that damages or interferes with the EZEE FIBER Network.

VI. EZEE FIBER EQUIPMENT

- 6.1 All EZEE FIBER Equipment remains the sole and exclusive property of EZEE FIBER or its supplier and nothing contained herein shall give or convey to Customer any right, title, or interest whatsoever in such EZEE FIBER Equipment and EZEE FIBER Network, which may never be deemed a fixture to real property. Customer may not adjust, encumber, repair or attempt to repair the EZEE FIBER Equipment, and may not remove or relocate the EZEE FIBER Equipment without the prior written consent of EZEE FIBER. Customer may not cause any liens to be placed on the EZEE FIBER Equipment or EZEE FIBER Network and will cause any such liens to be removed within thirty (30) days of Customer's knowledge thereof. Customer is liable to



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EZEE FIBER for any loss or damage to the EZEE FIBER Equipment other than loss or damage resulting from an act or omission of EZEE FIBER, its employees, contractors, or agents.

- 6.2 If an Order Form specifies that Customer is required to obtain space and power to support EZEE FIBER Equipment for managed Services, for the duration of the Term, Customer must procure, at its sole cost and expense, the Site Environment set forth in an Order Form. The Site Environment shall meet EZEE FIBER's specifications, specified in an Order Form, to support the EZEE FIBER Equipment where applicable.
- 6.3 If applicable, Customer agrees to provide all reasonable assistance to EZEE FIBER in procuring and installing or activating necessary telecommunication circuits and facilities as necessary to provide telemetry from the Customer Locations to EZEE FIBER's monitoring center(s) to enable out of band management. Customer shall provide adequate space and power to support the related telemetry equipment. Except for costs associated with local telephone lines, other monthly telecommunication costs and any reasonable installation costs shall remain the responsibility of EZEE FIBER.

VII. NETWORK RELOCATION

- 7.1 EZEE FIBER may relocate all or any portion of a fiber network spans or any of the facilities required to provide Customer with the FOI Leased Fiber: (i) if a third party with legal authority orders or threatens to order such relocation (e.g., through eminent domain, nationalization, or expropriation), (ii) in order to comply with applicable laws, (iii) to reduce governmental fees or taxes assessed against it or Customer, or (iv) for bona fide operational reasons. EZEE FIBER has the right to direct such relocation, including the right to determine the extent of the timing of, and methods to be used for such relocation, provided that any relocation:
- a. is constructed and tested in accordance with the FOI Leased Fiber Specifications.
 - b. does not result in a materially adverse change to the operations, performance, or connection points with the network of Customer; and
 - c. does not unreasonably interrupt service on the Leased Fiber.
- 7.2 EZEE FIBER will use its commercially reasonable efforts to secure an agreement for reimbursement from any third party requiring a relocation. Customer agrees to reimburse EZEE FIBER for Customer's pro rata share of EZEE FIBER's costs of any relocation pursuant to Section 7.1 (i), (ii) or (iii) for which EZEE FIBER is not reimbursed. Customer's pro rata share shall be the number of Customer FOI Leased Fibers for a particular segment divided by the total number of fibers in that segment.

VIII. MONITORING AND MAINTENANCE

- 8.1 EZEE FIBER will perform all maintenance and repairs to the EZEE FIBER Equipment and the EZEE FIBER Network as it deems necessary to ensure proper functioning of the Service. EZEE FIBER will maintain the EZEE FIBER Network and EZEE FIBER Equipment, at no additional charge to Customer, except as provided in Section 8.3. Should any condition exist in any portion of the EZEE FIBER Network that may impair the integrity of the Service or if EZEE FIBER determines that it is necessary to conduct tests and adjustments to maintain the efficient



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working order of the EZEE FIBER Network, EZEE FIBER will, at its sole discretion, initiate and coordinate planned maintenance, which may include the deactivation of a network segment or other facility that supports the Service. Except for emergency maintenance (where EZEE FIBER shall provide such notice as is reasonably practicable), EZEE FIBER will typically limit Service affecting work to the hours between 12 A.M. and 6 A.M. or other times as it deems appropriate, and use all reasonable efforts to give Customer three (3) calendar days or more prior notice of scheduled maintenance events.

- 8.2 Customer shall procure for EZEE FIBER reasonable access to the Customer Location(s) for purposes of the installation, repair, maintenance, inspection, or removal of EZEE FIBER Equipment and/or EZEE FIBER Network. To enable EZEE FIBER to perform maintenance on EZEE FIBER Equipment, Customer will permit EZEE FIBER to install software revisions released by the related third-party equipment manufacturers. Customer shall be responsible for arranging rights-of-entry from owners or managers of any Customer Locations to which Customer has rights of access, and for obtaining any permits or licenses related to such premises.
- 8.3 If all or part of the EZEE FIBER Equipment or EZEE FIBER Network requires restoration, replacement or repair by reason of an act or omission of Customer, or its employees, agents or contractors, such repair, replacement and/or restoration may be made by EZEE FIBER, at Customer's sole expense, in accordance with EZEE FIBER's then current time and materials rates plus Applicable Taxes. In the event that EZEE FIBER dispatches personnel for a Service Level failure caused by Customer equipment or personnel, EZEE FIBER will invoice, and Customer agrees to pay EZEE FIBER's actual costs for time and travel associated with the dispatch.
- 8.4 EZEE FIBER or its agents will provide real-time monitoring of the EZEE FIBER Network twenty-four (24) hours a day, seven (7) days a week. EZEE FIBER will promptly respond to all failures to meet a Service Level via (i) an acknowledgement and subsequent notification to Customer of any service-affecting alarm or (ii) directly answering Customer's report of a failure.
- 8.5 Customer may notify EZEE FIBER's Network Operations Center ("**NOC**") of service problems by telephone to the contacts listed in the Customer Service Delivery Letter (CSDL). Such contacts may be updated by EZEE FIBER from time to time upon notice to Customer.
- 8.6 A Service Outage is measured from the time that Customer reports such failure to EZEE FIBER or when EZEE FIBER opens a trouble ticket upon receiving a service affecting alarm until such time that EZEE FIBER notifies Customer that effective use of the Service has been restored, minus any period attributable to a SLA Exclusion.
- 8.7 EZEE FIBER may subcontract its installation and maintenance obligations to a third party, without consent of Customer, and EZEE FIBER will remain liable for all such obligations.
- 8.8 **SPECIAL CONSIDERATIONS FOR FOI LEASED FIBER:** CUSTOMER ACKNOWLEDGES THAT IT MUST HAVE THE RESOURCES (EQUIPMENT AND QUALIFIED PERSONNEL, ETC.) AVAILABLE TO TEST ITS FOI LEASED FIBER IN THE EVENT OF A SUSPECTED EVENT OR OUTAGE AND MUST CONFIRM THIS TESTING PRIOR TO REQUESTING EZEE FIBER'S DEPLOYMENT TO



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TROUBLESHOOT AND/OR REPAIR. AN EXCEPTION IS GRANTED IN THE EVENT THAT EZEE FIBER SUSPECTS OR IS AWARE OF AN OUTAGE ON THE EZEE FIBER NETWORK THAT IN ITS REASONABLE OPINION WOULD AFFECT CUSTOMER'S USE OF THE FOI LEASED FIBER(S). IN THE EVENT THAT CUSTOMER REQUESTS A EZEE FIBER DEPLOYMENT TO TROUBLESHOOT AND/OR REPAIR WITHOUT FIRST TESTING ITS FOI LEASED FIBER, AND IT IS DETERMINED THAT THIS FOI LEASED FIBER IS WITHIN OPERATING SPECIFICATIONS, THEN EZEE FIBER WILL INVOICE



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CUSTOMER AT EZEE FIBER THEN CURRENT STANDARD RATES FOR TROUBLESHOOTING
AND/OR REPAIR SERVICES..

IX. SERVICE LEVEL AGREEMENT (“SLA”)

9.1 Service Levels:

Service	Description	Max. # of hours for outage	Measurement Timeframe	Service Credit for Affected Customer Location(s)
Dark Fiber – Point to Point or Single (unprotected) Path	Time that Service remains unavailable due to a Service Outage	4 hours	Per Incident	5% of the Allocated MRC for each full four (4) hour period, up to 50% of the MRC allocated to the affected circuit
Dark Fiber – Ring (protected) Path	Time that Service remains unavailable between two points on a Ring due to a Service Outage	0 hours	Per Incident	50% of the Allocated MRC for each incident, up to 50% of the MRC allocated to the affected circuit

9.2 Service Level Exclusions:

The failure to meet a Service Level excludes any periods caused by one or more of the following: (i) an event of Force Majeure; (ii) an act or omission of Customer, its employees, agents or contractors; (iii) configuration of its network or systems that fails to properly utilize a ring or protected configuration; (iv) failure attributed to Customer’s side of the Service Demarc; (v) the use or failure of any Customer Equipment, power or Customer-provided connectivity between the EZEE FIBER Demarc and Service Demarc; (vi) any period of time during which EZEE FIBER personnel or contractors are denied access to Customer Locations; (vii) planned or emergency network maintenance periods. Or; (viii) any relocation of a Customer Location or reconfiguration of a Service requested by Customer (each a “SLA Exclusion”).

9.3 General Terms for Service Credits

- a. Cumulative Service Credits in a given calendar month shall not exceed 50% of the Allocated MRC associated with the affected Customer Location(s) for the month in which the Service Credit(s) accrued;
- b. If Customer is entitled to multiple types of Service Credits arising from the same incident, such credits shall not be cumulative but Customer will be entitled to the highest of such Service Credits;
- c. To be eligible to receive Service Credits, Customer must cooperate in good faith with EZEE FIBER to trace the root cause of the related Service Outage;
- d. Service Credits are applied to Customer’s account upon written request and must be submitted within sixty (60) days of the end of the month in which the incident giving rise to eligibility for a Service Credit occurred;
- e. Requests for Service Credits must be sent to EZEE FIBER by (i) opening a trouble ticket via the EZEE FIBER customer portal interface or (ii) by sending an email to NOC@EZEE FIBERWaveMedia.net and include: trouble ticket number, affected Service (including addresses



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of the affected Customer Locations). Date and time of the Service Outage, Customer's name, name of Customer's designated point-of-contact (POC) and its primary phone number, and a brief description of the problem;

- f. Except as described in Section 9.4, Service Credits are Customer's sole and exclusive remedy and EZEE FIBER's sole and exclusive liability with respect to EZEE FIBER's failure to meet the Service Levels herein and such failure shall not be deemed to be a breach of the Agreement by EZEE FIBER.

X. USE AND POLICIES

10.1 Illegal Use. Customer will cooperate in any investigation of Customer's alleged illegal use of EZEE FIBER's facilities or other networks accessed through the EZEE FIBER Network. If Customer fails to cooperate with any such investigation, EZEE FIBER may suspend Customer's Service. Additionally, EZEE FIBER may modify or suspend Customer's Service in the event of illegal use of the EZEE FIBER Network or as necessary to comply with any law or regulation, including, without limitation, the Digital Millennium Copyright Act of 1998, 17 U.S.C. 512, as reasonably determined by EZEE FIBER.

10.2 Other Networks. Customer is responsible for paying any fees, obtaining any required approvals and complying with any laws or usage policies applicable to transmitting data beyond the EZEE FIBER Network and/or through other public and private networks. EZEE FIBER is not responsible or liable for performance or non-performance of such networks or their inter-connection points.

10.3 Third Party Actions. At times, actions or inactions caused by third parties (e.g. denial of service attacks) can produce situations in which Customer connections to the Internet (or portions thereof) may be impaired or disrupted. EZEE FIBER cannot guarantee that such situations will not occur and, accordingly, EZEE FIBER disclaims any and all liability resulting from or related to such events. In the event that Customer's use of the Service or interaction with the Internet or such third parties is causing harm to or threatens to cause harm to the EZEE FIBER Network or its operations, EZEE FIBER shall have the right to suspend the Service.



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EZEE FIBER shall restore Service at such time as it reasonably deems that there is no further harm or threat of harm to the EZEE FIBER Network or its operations.

Acceptable Use and SPAM. Customer will at all times comply with and conform its use of the Service to EZEE FIBER's Acceptable Use Guidelines and Anti-SPAM Policy (collectively, "EZEE FIBER Policies") set forth at the EZEE FIBER website, as updated from time to time, subject to notice to Customer of any material changes. In the event Customer violates the EZEE FIBER Policies where EZEE FIBER determines in its reasonable discretion that there is potential harm to its Network or business, EZEE FIBER shall have the right to immediately suspend Service. In other cases of violation of the EZEE FIBER Policies, EZEE FIBER will provide notice and opportunity to cure, to the extent EZEE FIBER deems reasonably appropriate, depending on the nature of the violation and the potential harm to the EZEE FIBER Network. EZEE FIBER, in its reasonable discretion, shall re-enable the Service upon satisfaction that all violations have ceased and with adequate assurance that such violations will not occur in the future



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The Parties have executed this Supplement as of the last date of execution below.

By Ezee Fiber

By Customer

Signature

Signature

Print Name and Title

Print Name and Title

Dated

Dated



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Exhibit A

Leased Fiber Specifications and Fiber Optic Cable Splicing, Testing and Acceptance Standards

EZEE FIBER will perform fiber testing, as described below, on each Leased Fiber and will provide documentation of these test results to the Customer via e-mail. Each "span" will be defined in documentation included in the Customer's package. Acceptance of a span by Customer will be an acknowledgement by the Customer that all Leased Fiber complies with all performance criteria contained herein.

THE ACCEPTANCE STANDARD FOR EACH SEGMENT SHALL BE BASED ON POWER METER TESTS AND SHALL BE CALCULATED AS FOLLOWS:

Span Loss = a (span distance in kilometers) + b (0.20 dB/splice) + c (0.50 dB/connector)

Where:

a = maximum Fiber loss in dB per kilometer for the specific Fiber type/manufacturer at 1550nm

b = number of splice locations for the span

c = number of connectors for the span

1. Power testing: This end-to-end loss measurement will be conducted for each Leased Fiber in the span and from both directions using an industry-accepted laser source and power meter. The bi-directional average will be used to determine the end-to-end loss of the span at each appropriate wavelength. Unless otherwise required pursuant to an Order Form, and as most spans will consists of both Standard Single Mode and Dispersion Shifted fiber types, only 1550 nm testing will be conducted. This power testing will ensure fiber continuity and the absence of crossed fibers in the span. Power testing will only be conducted where the Leased Fiber is terminated by EZEE FIBER in fiber distribution panels at both ends of the span. The Power testing described in this Exhibit A will be used to determine acceptance (and the effective Delivery Date) of the Leased Fibers pursuant to the Dark Fiber Service(s) Supplement.
2. OTDR testing: Unless otherwise required pursuant to an Order Form, and as most spans will consists of both Standard Single Mode and Dispersion Shifted fiber types, only 1550 nm testing will be conducted.



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AND/OR SERVICES AGREEMENT

Dark Fiber Service(s) Supplement
(For use with ICTX or Ezee Fiber MSA)

3. OTDR testing will be conducted on a bi-directional basis for each Leased Fiber in each span at the appropriate wavelengths for the Leased Fiber described above. However, if due to length or attenuation reasons that the Leased Fiber span exceeds the dynamic range of an OTDR, a portion or the entire span may be tested on a unidirectional basis only. Alternatively, the Leased Fiber span may be divided into shorter testing spans, to the extent reasonably possible, in order to obtain bi-directional analysis. Also, in instances where a Customer intends to accept Leased Fiber that is not terminated at one end by EZEE FIBER in a fiber distribution panel (such as in a manhole or handhole) only unidirectional testing will be performed.
4. Customer should also note that the loss and/or reflectance of the front-end connector (as measured using a launch cord) is only an indicator of a problem such as a defective port, bulkhead, or the like. Since a different patch cord will be used by Customer (that connects to their equipment, for example) to mate to this connector, a different loss and/or reflectance may occur.



Request for Proposal RFP-24-05

City-Wide Fiber Network Ring

City of Alvin, Texas

216 West Sealy Street
Alvin, Texas 77511
citysecretary@cityofalvin.com



Response Deadline for RFP-24-05
has been extended to
Tuesday, August 27, 2024
at 2:00 p.m.

Addendum Posted – 8/8/24 5:00 p.m.

ADVERTISEMENT

CITY OF ALVIN
REQUEST FOR PROPOSAL
RFP 24-05
CITY-WIDE FIBER NETWORK RING PROPOSAL

The City of Alvin is accepting sealed competitive proposals from qualified professional companies to design, install, and maintain a fiber optic network connecting twelve (12) sites in a ring topology between city buildings. Interested firms are invited to submit their proposals and pricing for consideration. A copy of the Request for Proposal will be made available on the City's website, www.alvin.gov / Government / Bidding Opportunities.

Proposals must be received in the Office of the City Secretary in a **clearly marked envelope** that states **"RFP 24-05 – CITY-WIDE FIBER NETWORK RING PROPOSAL"** no later than Tuesday, August 20, 2024, August 27, 2024 at 2:00 p.m. local time with the information listed below.

Proposals must be addressed and delivered to:

City of Alvin
Attn: Dixie Roberts, City Secretary
216 West Sealy, Alvin, Texas 77511

Proposals will be publicly opened at 2:15 p.m. in the City Council Chambers (upstairs) at the address listed above. Proposals received after the deadline will not be opened and will be considered void and unacceptable. Inquiries must be submitted in writing to the City Secretary via email to citysecretary@cityofalvin.com.

Advertisements:

- August 4, 2024
- August 11, 2024

City of Alvin
NOTICE
REQUEST FOR PROPOSALS
RFP 24-05
CITY-WIDE FIBER NETWORK RING

The City of Alvin is accepting sealed competitive proposals from qualified professional companies to design, install, and maintain a fiber **optic** network connecting twelve (12) sites in a ring topology. Pricing shall include all labor, parts, and materials associated with maintaining the network. The City reserves the right to obtain alternate pricing for repair/replacement of network equipment/services at the discretion of the City. All work shall be performed during regular City operating hours (Monday - Thursday, 7 a.m. - 6 p.m.) unless expressly approved by IT Management.

The prospective contractor shall utilize technicians familiar with fiber optic network equipment, possess broad knowledge related to the maintenance procedures most effective and recommended by the manufacturer(s), and comply with environmental and safety regulations regarding the installation, maintenance, and repair of fiber networks.

A standardized written report summarizing network performance and work performed at each maintenance period shall be completed and signed by the technician assigned to perform the work. In addition, the report shall include any recommendations to reduce overall operating costs and/or improve network performance.

Sealed proposals clearly labeled “**RFP 24-05 CITY-WIDE FIBER NETWORK RING PROPOSAL**” will be received until Tuesday, ~~August 20,~~ August 27, 2024, at 2:00 p.m. at Alvin City Hall, Attn: Dixie Roberts, City Secretary, 216 West Sealy, Alvin, Texas. To receive a copy of this Request for Proposal (RFP) or for information concerning this RFP, including specific requirements, please visit www.alvin.gov / Government / Bidding Opportunities. Any inquiries must be submitted in writing to the City Secretary via email to citysecretary@cityofalvin.com.

Proposal Instructions and Specifications are attached.

The City of Alvin reserves the right to reject or accept any proposal or to waive any irregularities in any proposal deemed to be in the best interest of the City of Alvin and reserves the right to negotiate with any or all firms submitting proposals.

Nick Newell
IT Manager

INSTRUCTIONS/INFORMATION TO PROSPECTIVE CONTRACTORS

1. **EXAMINATION OF REQUEST FOR PROPOSALS:** A copy of this Request for Proposal will be available on the City's website, www.alvin.gov.
2. **PROPOSAL SUBMISSION:** Proposals shall be complete and submitted in a sealed envelope to the Alvin City Hall, Attn: City Secretary, 216 West Sealy, Alvin, Texas 77511, received by Tuesday, August 20, August 27, 2024, at 2:00 p.m., and clearly labeled "RFP 24-05 CITY-WIDE FIBER NETWORK RING PROPOSAL."
3. **PREPARATION OF PROPOSALS:** All proposals for the installation and maintenance of the fiber network shall be made only on the Proposal/Specifications form attached to this Request for Proposals and shall be complete with a lump sum price. All proposals must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, additions, conditional or alternate bids, or that contain irregularities of any kind may be rejected. Proposers are required to provide a minimum of three (3) references for similar types of work on a separate sheet of paper attached to their proposal. Proposers are advised to carefully review the Specifications and attach with their proposal the additional items required.
4. **ALTERNATE / MULTIPLE PROPOSALS:** It is not the desire or intent of the City to eliminate or exclude any company from submitting a proposal because of minor deviations, or changes that may be deemed an improvement to the level of service provided.

The City shall be the sole and final judge, unequivocally, as to whether any substitute is of an equivalent or better quality or is necessary for providing and maintaining satisfactory installation and maintenance for the fiber network referenced herein.

5. **EVALUATION PROCESS:** The contract award will be made to the proposer offering the best combination of price and value, as determined by the City. While the focus will be on competitive pricing, the City will also evaluate the overall level of service, technical expertise, and experience, along with the quality and quantity of work proposed. The objective is to select the proposal that provides the most advantageous balance of cost, service quality, and project deliverables for the City.

The City of Alvin reserves the right to reject or accept any proposal, in whole or part, or to waive any irregularities in any proposal deemed to be in the best interest of the City of Alvin.

The City of Alvin will establish an evaluation panel composed of city personnel to review and score proposals based on the criteria listed below. The panel will assess each submission using a points system to ensure a fair and transparent selection process. The contract will be awarded to the proposer who offers the best combination of price, value, service quality, and project deliverables.

Evaluation Criteria	Maximum Point Allocation	Considerations
Cost and Financial Value	40 points	The overall cost-effectiveness of the proposal, including initial installation costs and ongoing maintenance fees, and value provided to the city.
Technical Expertise & Experience	15 points	The proposer's qualifications, certifications, and prior experience in designing, installing, and maintaining fiber optic networks.
Proposed Solution and Implementation Plan	15 points	The clarity and feasibility of the proposed network design, implementation plan, timeline, and the use of innovative technologies.
Service Level Agreements and Customer Support	30 points	The quality and reliability of the proposed SLA terms and customer support services, including response times and performance guarantees.

6. **INSURANCE:** If this Proposal is accepted, Contractor proposes, and agrees, to provide certificates of insurance, and copies of policies if requested.
7. **INDEMNIFICATION:** If this Proposal is accepted, Contractor proposes, and agrees, that the Contractor shall indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof.
8. **COMPLIANCE WITH LAWS:** The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.
9. **QUALIFICATIONS OF PROPOSING CONTRACTOR:** The prospective Contractor must be satisfactory to the City from the standpoint of such matters as experience, length of time in business, reliability, and demonstrated ability to provide the services required by the specifications. A qualified Contractor must satisfy the following requirements:
 - a. Maintain a permanent place of business.
 - b. Have adequate personnel and equipment to perform the services in an expeditious and competent manner.
 - c. Have satisfactorily furnished services of similar size and scope for a period of at least twelve (12) months.
 - d. Provide no less than three (3) references for services of similar size and scope.

10. **EXECUTION OF CONTRACT/CONTRACTOR STATUS:** The successful Contractor shall execute the Contract in accordance with the instructions/information as listed within this document including the Proposal/Specifications document as accepted by the City and furnish the necessary insurance certificates upon execution of the contract.
11. **TERM OF THE CONTRACT:** The City of Alvin is open to proposals for varying contract terms. While the City anticipates an initial term of at least three (3) years, commencing on October 1, 2024, contract terms may be considered if they offer significant cost savings or other benefits to the City. The City will evaluate proposals based on the overall value and potential savings offered by extended contract terms. Any extended term will be subject to mutual consent and agreement of both parties and must be renewed annually upon review. Proposers are encouraged to provide options for multiple-year contracts, with detailed pricing and terms for each proposed duration.
12. **INVOICE/PAYMENT:** Invoices shall be submitted to the City of Alvin Information Technology, 216 West Sealy, Alvin, Texas 77511.
13. **TAX EXEMPTION:** The City of Alvin is a municipal corporation and is exempt from applicable State and local taxes on the purchase and delivery of supplies directly to the City.
14. **CANCELLATION:** The City of Alvin reserves the right to terminate the services at any time during the term of the Contract upon receipt of a 60-day written notice to the Contractor.
15. **DEFAULT:** In the case of default of the Contractor, the City reserves the right to terminate the Contract and purchase similar services in the open market, charging against the Contractor any excess costs the City incurs thereby.
16. **REQUEST FOR PROPOSALS:** A formal written document requesting from vendors a proposal for various goods and/or services and includes a request for proposed prices and fees. Unlike an invitation for bids, the proposals received in response to an RFP can and will be negotiated with the top ranked vendor.
17. **REVISIONS TO THE RFP:** In the event of a needed change in the published RFP documents, Offerors should understand that all the foregoing terms and conditions and all performance requirements will apply to any published addendum.

Addenda are written instruments issued by the City of Alvin that modify or interpret the RFP. All addenda issued by the City of Alvin become part of the RFP. Addenda will be posted through the city's website associated with this RFP. The City of Alvin accepts no liability in connection with the delivery of any addenda. It is the sole responsibility of the Offeror to check for any addenda pertaining to this RFP during the proposal submission period. All offerors must a

18. **QUESTIONS:** All questions must be submitted in writing by Thursday, August 15, 2024, at 5:00 p.m. Any inquires must be submitted in writing to the City Secretary via email to citysecretary@cityofalvin.com. All submitted questions/answers will be posted on the city' website associated with this RFP.



RFP 24-05

City-Wide Fiber Network Ring

Proposal Cover Sheet

Due Date: Tuesday, **August 27, 2024**, by 2:00 p.m.

Ezee Fiber

Name of Firm/Company

Garner Duncan

Agent's Name (Please Print) Agent's Title

14850 Woodham Dr. Ste. B-105 Houston, TX 77073

Mailing Address, City, State, Zip

713-255-7500 (713-405-1125 direct)

Telephone Number

garner.duncan@ezeefiber.com

Email Address

Garner Duncan

Authorized Signature

08/22/2024

Date

Proposal Submission Checklist

X	Proposal Cover Sheet
X	Proposal Specifications / Equipment Covered / Service Rates (signed)
X	Public Information Act Form
X	Conflict of Interest Questionnaire

Proposals/Specifications Sheet

This Proposal/Specifications document, inclusive of the Instructions/Information to Prospective Contractors, when accepted and signed by an authorized signatory of the City of Alvin, shall become a contract binding upon the City and the Contractor.

INTRODUCTION: The services required under this Contract shall provide for the design, installation, and maintenance of a fiber optic network connecting twelve (12) City sites in a ring topology. The prospective contractor shall possess the knowledge and expertise to perform these services according to industry standards and provide the City with a standardized written report after each maintenance service.

The Contract term is flexible and open to multiple-year proposals if they offer significant cost savings or other benefits to the City. The City will evaluate proposals based on the overall value and potential savings offered by extended contract terms, with renewals subject to mutual consent and agreement of both parties.

OVERALL REQUIREMENTS:

Contractor shall have:

- Authorization to work in the State of Texas.
- All necessary equipment to provide fiber network installation and maintenance.
- All necessary and experienced labor to provide fiber network installation and maintenance.
- Adherence to environmental and safety laws.
- Current General Liability, Workers Compensation, and Auto Insurance meeting State and/or Federal minimum coverage amounts.

City shall provide:

- Monitoring of fiber network operation.
- Prompt payment for services rendered.

SPECIFICATIONS

1. Network Design and Installation:

- a. Design a fiber optic network connecting twelve (12) sites in a ring topology to ensure redundancy and high availability.
- b. Install all necessary fiber optic cables, connectors, and related hardware.
- c. Ensure the network provides unthrottled high-speed connectivity.

2. Maintenance and Repairs:

- a. Provide preventative maintenance services, including regular inspections, cleaning, and testing of the fiber network.
- b. Perform repairs as needed, ensuring minimal downtime and prompt restoration of services.
- c. Adhere to all relevant environmental and safety regulations during maintenance and repair activities.

3. Performance Monitoring:

- a. Continuously monitor network performance to identify and address any issues promptly.
- b. Provide a standardized written report summarizing network performance and work performed at each maintenance period and include any potential recommendations for reducing overall operating costs and/or improving network performance.

4. Service Level Agreement (SLA):

- a. Define response times for maintenance and repairs (e.g., 2 hours for critical issues) and resolution times (e.g., 24 hours for major repairs).
- b. Schedule preventative maintenance services at least one (1) week in advance unless otherwise requested by the City.

5. Insurance and Compliance:

- a. Maintain current General Liability, Workers Compensation, and Auto Insurance meeting State and/or Federal minimum coverage amounts.
- b. Comply with all applicable federal, state, and local laws, orders, rules, and regulations.

6. Bandwidth Increase Requests:

- a. If an increase in bandwidth is requested during the contract period, the contract does not automatically renew.

7. Post-Installation Assessment:

- a. Upon completion of the fiber installation, the City of Alvin IT Department will install switches and transceivers to bring the network online and test connectivity before acceptance.

This area is intentionally left blank

LOCATIONS COVERED

LOCATION NAME	ADDRESS
City Hall	216 W Sealy Street
Police Department	1500 S Gordon Street
Public Services	1100 W State Hwy 6
Fire & EMS	801 E. South Street
Animal Shelter	550 W State Hwy 6
Recreation Center	3201 TX-35
Senior Center	309 W Sealy Street
Old Recreation Center	302 W House Street
Fire Station #2	110 Medic Lane
Fire Station #3	2700 FM 1462
Public Services #2	800 Dyche Lane
Bob S. Owens Pool	919 Bayou Drive

PRICING INSTRUCTIONS

Bidders are required to provide a detailed breakdown of all costs associated with the project, including but not limited to the following:

1. Material Costs:

- Fiber optic cable (per linear foot): \$1.00
- Connectors and related hardware: \$10,300
- Conduit and protective coverings (if applicable): \$57,150
- Other materials (specify): \$3,000 (Building Entries)

2. Installation Costs:

- Site surveys and engineering assessments (per site): \$37,650
- Permitting and right-of-way fees: \$3210
- Trenching or aerial installation (per linear foot): \$7.50-\$25 (varies by location)
- Laying fiber optic cables (per linear foot): \$0.75
- Splicing (per splice): \$22.50
- Testing and certification (per hour): \$18.50

3. Labor Rates:

- Regular labor rate (per hour): varies by trade
- After-hours labor rate (per hour): varies by trade
- Holiday labor rate (per hour): varies by trade
- Emergency response rate (per incident): varies by trade

4. Construction-Related Costs:

- Construction management and oversight: incl
- Traffic control (if required during installation): incl
- Site restoration and cleanup: incl

5. Contingency and Additional Costs:

- Contingency fees (if any): _____
- Optional services (specify): _____
- Mobilization and demobilization costs: incl

6. Total Lump Sum Cost for Project:

- Lump sum cost for complete project: \$430,000 **See proposal for 10 year and 15 year monthly pricing. Ezee Proposal is \$0 non recurring (installation fee).

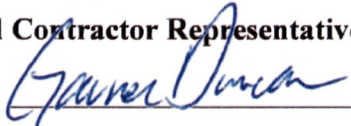
7. Maintenance and Service Fees:

- Regular maintenance fee (per visit): \$0
- Preventative maintenance (per hour): \$0
- Network monitoring fee (monthly): \$0
- Testing and certification (per hour): \$0
- Network troubleshooting (per hour): \$0

Notes:

- Please ensure all prices are inclusive of all labor, parts, materials, permits.
- Ensure all costs are itemized and include any potential additional fees that might arise during the project.
- Clearly specify any assumptions made in the pricing and any exclusions or conditions that apply.

Authorized Contractor Representative (printed): Garner Duncan

Signature: 

Date: 08/22/2024

Authorized City Representative: _____

Signature: _____

Contract Approval Date: _____



Texas Public Information Act

Steps to Assert that Information is Confidential or Proprietary

All proposals, data, and information submitted to the City of Alvin are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information should be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

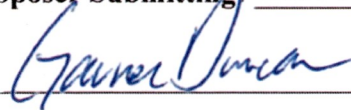
In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state: (Please check one):

- ☐ The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.
- ☒ The proposal/bid submitted contains confidential information, which is labeled, and which may be found on the following pages: Proposal, Letter and Route Maps and any information contained on page number not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: Ezee Fiber

Signature:



Date: 08/22/2024

Print Name: Garner Duncan

Print Title: Vice President, Gov./Ed. & Wholesale



5959 Corporate Dr. Houston, TX
77036
ezeefiber.com

August 20, 2024

City of Alvin
Attn: Dixie Roberts, City Secretary
216 West Sealy St.
Alvin, TX 77511

Reference: RFP 24-05 – City-Wide Fiber Network Ring Proposal

Dear Ms. Roberts:

Ezee Fiber Texas, LLC (Ezee), is pleased to respond to the City of Alvin's (Alvin) RFP request referenced above. Our response provides a turnkey, high-quality, and highly scalable solution to your request.

Specifically, Ezee's response addresses the RFP's requirement for a 'Turnkey' Managed Dark Fiber Optic Network, which will be delivered via Ezee-owned buried fiber-optic cable that will be fully supported by our 24/7/365 Network Operations Center locally operated in Houston, TX. In addition, as standard design practice for Ezee, the Alvin circuits provided under this RFP will utilize dark fibers and/or wavelengths not shared with other Ezee customers. All designs (included KMZ of proposed routes), permit applications, drawings, plans, permits and any other documentation pertaining to this contract will be provided at Alvin's request post award. Also included in our proposal, is the requested Service Level Agreement, our Product Supplement and MSA, our Escalation/Contact List, a proposed route map of our proposed buried fiber build and our Gov/Ed. Reference List.

When Ezee was first founded, its core customers were Cities, Counties and ISD's across the Greater Houston area. Over the past 37 years, nothing has changed. Ezee is still providing the same level of service it started with – though instead of inside copper, we're now providing fiber-optic connections over its ~2,100 route mile network we've organically grown since inception. In addition to 5 other local cities, we serve governmental customers as well – Counties, Cities, Independent School Districts, Emergency Services Districts, Hospital Systems, County Hospital Districts and Community Colleges. As you can see, our core vertical is the Gov/Ed. vertical.

Ezee is backed by I-Squared Capital, with over \$30B under management and \$500MM available to support projects such as Ezee. As part of our expansion and investment in the Greater Houston area, on the maps provided, you'll see areas in the 'Southern Houston' Area where we are deploying symmetrical 1gbps to 8gbps Fiber to the Home (FTTH) services. As a result, over 10,000 households within the Greater-Alvin area will have the option for Ezee Fiber as a fiber-optic provider for their home internet services.

Thank you for the opportunity to provide this proposal. Please do not hesitate to me with any questions.

Sincerely,

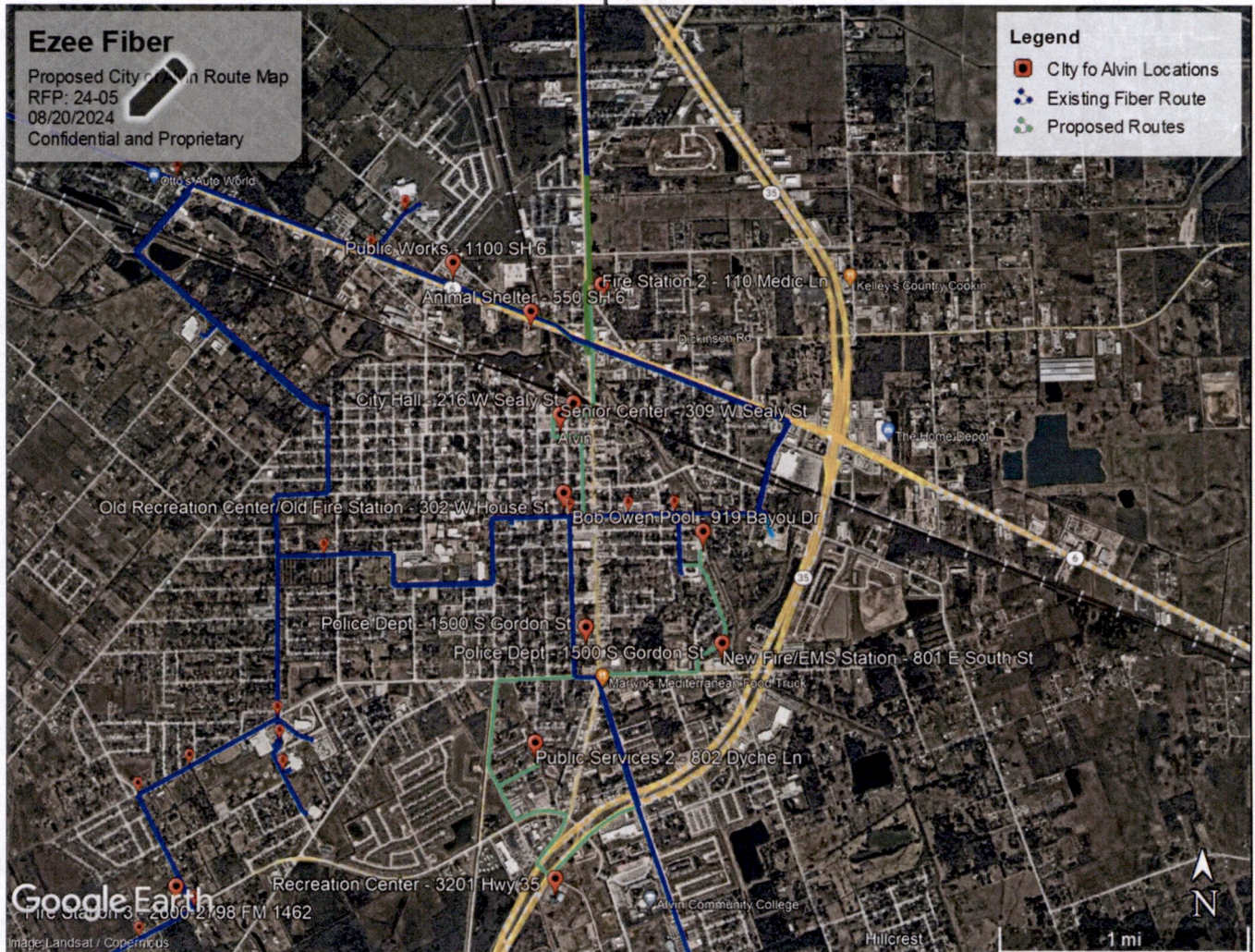
A handwritten signature in black ink, appearing to read "Garner Duncan".

Garner Duncan
Vice President, Gov./Ed. & Wholesale
Ezee Fiber Texas, LLC., an I-Squared Capital Company

1

CONFIDENTIAL & PROPRIETARY
EZZE FIBER TEXAS, LLC

Map of Proposed Routes:





5959 Corporate Dr. Houston, TX
77036
ezeefiber.com

References - K-12 Education

Alvin Independent School District

- Customer since 2005
- Dark Fiber WAN and Internet Access
- Contact Name: Mr. Jacob Stewart
- Contact Info: (281) 245-2456 (direct) / jstewart@alvinisd.net

Conroe Independent School District

- Customer since 2005
- Dark Fiber WAN and Internet Access
- Contact Name: Mr. Bob Lawrence
- Contact Info: (936) 709-7622 (direct) / blawrence@conroeisd.net

Cypress-Fairbanks Independent School District

- Customer since 2014
- Internet Access and Managed Router
- Contact Name: Ms. Frankie Jackson
- Contact Info: (281) 897-3810 (direct) / frankiei.jackson@cfisd.net

Katy Independent School District

- Customer since 2009
- Ethernet, Dark Fiber WAN and Internet Access
- Contact Name: Mr. Joseph Christoffersen
- Contact Info: (281) 396-6000 / josephnchristoffersen@katyisd.org

Magnolia Independent School District

- Customer since 2004
- Dark Fiber WAN and Internet Access
- Contact Name: Scott Raphelt
- Contact Info: +1 (281) 252-7475 (direct) / sraphelt@magnoliaisd.org

Spring Independent School District

- Customer since 1998
- Dark Fiber WAN and Internet Access
- Contact Name: Mr. Fred Brenz
- Contact Info: (281) 891-6228 (direct) / fbrenz@springisd.org



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County & Municipality

Montgomery County

- Customer since 1987
- Dark Fiber WAN and Internet Access
- Contact Name: Bobby Powell (IT Director)
- Contact Info: bpowell@mctx.org

City of Manvel

- Customer since 2015
- Dark Fiber WAN
- Contact Name: Mr. Patrick Bochard (IT Manager)
- Contact Info: [\(832\) 336-4075](tel:8323364075) (direct) / patrick.bochard@cityofmanvel.com

City of Iowa Colony

- Customer since 2015
- Dark Fiber WAN
- Contact Name: Robert Hemminger (City Manager)
- Contact Info: (281) 369-2471 (direct) / rhemminger@iowacolonytx.gov

City of Shenandoah

- Customer since 2014
- Dedicated Internet Access
- Contact Name: Chris Grizzafi (IT Manager)
- Contact Info: (832) 585-8164 (direct) / cgrizzaffi@shenandoahtx.us

The Woodlands Township

- Customer since 2016
- Dark Fiber WAN
- Contact Name: Robert He (City Manager)
- Contact Info: 281-210-3845 (direct) / WPham@thewoodlandstownship-tx.gov



5959 Corporate Dr. Houston, TX
77036
ezeefiber.com



Ezee Fiber Escalation List

Updated: 04/19/2024

Sales						
Level	Full Name	Title	Office Number	Ext. or Option	Mobile Number	Email
1	Delisa Williams	Director, Carrier Sales			305-607-6666	delisa.williams@ezeefiber.com
2	Garner Duncan	VP, Gov/Ed & Wholesale	713.405.1125		972.898.5487	garner.duncan@ezeefiber.com
Quoting						
Level	Full Name	Title	Office Number	Ext. or Option	Mobile Number	Email
1	Carrier Quote Desk					carrier.quotes@ezeefiber.com
1	Delisa Williams	Director, Carrier Sales			305-607-6666	delisa.williams@ezeefiber.com
2	Terrell Hubanek	Sales & OSP Engineering	713.405.1154		713.591.5804	terrell.hubanek@ezeefiber.com
3	Garner Duncan	VP, Carrier Sales	713.405.1125		972.898.5487	garner.duncan@ezeefiber.com
Service Delivery						
Level	Full Name	Title	Office Number	Ext. or Option	Mobile Number	Email
1	Ryan Roesler	Project Manager	346.250.5078		832.860.9504	ryan.roesler@ezeefiber.com
2	Chris Guerrero	Director, Project Management	346.800.1212			chris.guerrero@ezeefiber.com
3	Floyd Armstead	CTO	713.405.1145		517.217.4125	floyd.armstead@ezeefiber.com
Billing						
Level	Full Name	Title	Office Number	Ext. or Option	Mobile Number	Email
1	Stacey Lehne	Accounts Payable	832.527.8403		832.527.8403	accounting@ezeefiber.com
2	Rachelle Eldridge	VP, Finance & Administration			832.457.4060	rachelle.eldridge@ezeefiber.com
2	Garner Duncan	VP, Carrier Sales	713.405.1125		972.898.5487	garner.duncan@ezeefiber.com
NOC						
Level	Full Name	Title	Office Number	Ext. or Option	Mobile Number	Email
1	Network Operations Center		844-428-9662			NOC@ezeefiber.com
2	Gabriel Chavez	Lead Technician	713.895.0002	Option 5		gabriel.chavez@ictxwavemedia.net
3	Jeff Lockhart	Engineering Manager	713.895.0002	Ext. 215	512.981.8510	jeff.lockhart@ictxwavemedia.net
4	Matt Burleyson	VP, Network Engineering			936.522.8773	matt.burleyson@ezeefiber.com
5	Pedro Checo	EVP, Customer Operations	346.262.0117			pedro.checo@ezeefiber.com

Ezee Fiber

Proposed City of Alvin Route Map
RFP: 24-05
08/20/2024
Confidential and Proprietary

Legend

-  City of Alvin Locations
-  Existing Fiber Route
-  Proposed Routes





F I B E R

Service Order Proposal Dark Fiber Lease

City of Alvin

SOP / SO #

2408-CityofAlvin-DFNetwork-ALL-10yr

Customer Information												Date	8/22/2024
Company Name												New	XX
Contact Name												replacemen	
Street, Suite, City ZIP												+	
Contact Phone												Renewal	
Contact Email												Upgrade	
												Ref	City of Alvin RFP - 24-05

#	Requires	Loc A / Z (# Street, City ZIP)	Dde	(Qty) Service	NRC	MRC / Maintenan ce & Operations	Term - Months	Protect (Item)		Location License	ICTX Demarc (existing)	Service Demarc	Extend Demarc	Space	Power	Service Handoff
								Circuit	Path				/ Responsibility			
1		City of Alvin - City Hall 216 W. Sealy St. Alvin, TX 77511	Dark Fiber Lease	(2) Strands Each Location	\$ -	\$ 495	120	None	None	Customer	MPoE	ICTX Demarc	NA	NA	NA	10G-SM
										NA	NA	NA	NA	NA	NA	NA
2	1	City of Alvin - Police Department 1500 S. Gordon St. Alvin, TX 77511	Dark Fiber Lease	(2) Strands Each Location	\$ -	\$ 495	120	None	None	Customer	MPoE	ICTX Demarc	NA	NA	NA	10G-SM
										NA	NA	NA	NA	NA	NA	NA
3	2	City of Alvin - Public Services 1100 W. State Highway 6 Alvin, TX 77511	Dark Fiber Lease	(2) Strands Each Location	\$ -	\$ 495	120	None	None	Customer	MPoE	ICTX Demarc	NA	NA	NA	10G-SM
										NA	NA	NA	NA	NA	NA	NA
4	3	City of Alvin - Fire/EMS 801 E. South St. Alvin, TX 77511	Dark Fiber Lease	(2) Strands Each Location	\$ -	\$ 495	120	None	None	Customer	MPoE	ICTX Demarc	NA	NA	NA	10G-SM
										NA	NA	NA	NA	NA	NA	NA
5	4	City of Alvin - Animal Shelter 801 E. South St. Alvin, TX 77511	Dark Fiber Lease	(2) Strands Each Location	\$ -	\$ 495	120	None	None	Customer	MPoE	ICTX Demarc	NA	NA	NA	10G-SM
										NA	NA	NA	NA	NA	NA	NA
6	5	City of Alvin - Old Recreation Center 302 W. House St. Alvin, TX 77511	Dark Fiber Lease	(2) Strands Each Location	\$ -	\$ 495	120	None	None	Customer	MPoE	ICTX Demarc	NA	NA	NA	10G-SM
										NA	NA	NA	NA	NA	NA	NA
7	6	City of Alvin - Senior Center 309 W. Sealy St. Alvin, TX 77511	Dark Fiber Lease	(2) Strands Each Location	\$ -	\$ 495	120	None	None	Customer	MPoE	ICTX Demarc	NA	NA	NA	10G-SM
										NA	NA	NA	NA	NA	NA	NA



F I B E P

Service Order Proposal

Dark Fiber Lease

City of Alvin

SOP / SO #

2408-CityofAlvin-DFNetwork-ALL-10yr

8	7	City of Alvin - Recreation Center 3201 Texaws Highway 35 Alvin, TX 77511	Dark Fiber Lease	(2) Strands Each Location	\$ -	\$ 495	120	None	None	Customer	MPoE	ICTX Demarc	NA	NA	NA	10G-SM
		NA								NA	NA	NA	NA	NA	NA	
9	8	City of Alvin - Fire Station #2 110 Medic Ln. Alvin, TX 77511	Dark Fiber Lease	(2) Strands Each Location	\$ -	\$ 495	120	None	None	Customer	MPoE	ICTX Demarc	NA	NA	NA	10G-SM
		NA								NA	NA	NA	NA	NA	NA	
10	9	City of Alvin - Fire Station #3 2600 FM 1462 Alvin, TX 77511	Dark Fiber Lease	(2) Strands Each Location	\$ -	\$ 495	120	None	None	Customer	MPoE	ICTX Demarc	NA	NA	NA	10G-SM
		NA								NA	NA	NA	NA	NA	NA	
11	10	City of Alvin - Public Services #2 802 Dyche Ln. Alvin, TX 77511	Dark Fiber Lease	(2) Strands Each Location	\$ -	\$ 495	120	None	None	Customer	MPoE	ICTX Demarc	NA	NA	NA	10G-SM
		NA								NA	NA	NA	NA	NA	NA	
12	11	City of Alvin - Bob S. Owen Pool 919 Bayou Dr. Alvin, TX 77511	Dark Fiber Lease	(2) Strands Each Location	\$ -	\$ 495	120	None	None	Customer	MPoE	ICTX Demarc	NA	NA	NA	10G-SM
		NA								NA	NA	NA	NA	NA	NA	
12	11	Ezee Fiber Internet Gateway	Dedicated Internet Access	1000Mbps (1Gbps)	\$ -	\$ 200	120	None	None	Customer	MPoE	ICTX Demarc	NA	NA	NA	10G-SM
		NA								NA	NA	NA	NA	NA	NA	
Totals:					NRC / MRC	\$ -	\$ 6,140									
Product and/or Service Notes																
>																
Loc A / Z Notes																
> Unless otherwise noted, pricing does not include fees for building access, colocation or cross-connection at Loc A or Z.																
Service Handoff Notes																
>																
Other Notes																
>																



F I B E P

Service Order Proposal

Dark Fiber Lease

City of Alvin

SOP / SO #

2408-CityofAlvin-DFNetwork-ALL-10yr

Billing Information		Technical Contacts	
Company Name	On File	Primary Contact	On File
Contact Name		Primary Contact Phone	
Street, Suite		Primary Contact Email	
City, State ZIP		Second Contact	
Contact Phone		Second Contact Phone	
Contact Email		Second Contact Email	

General Notes / Additional Terms and Conditions

This document is used in conjunction with the ICTX MPSA and applicable Supplement.

1. NRC - Non-Recurring Charge, MRC - Monthly Recurring Charge. NRC is due at execution of this Service Order.

2. Pricing does not include applicable taxes or other fees imposed by local, state, or federal authorities / This service is considered "Enhanced Data". ICTX does not provide E911 capabilities.

3. Unless otherwise noted, pricing does not include any building access fees imposed by building owner or operator. Unless otherwise noted, pricing does not include any 3rd party cross-connect fees.

4. Early Termination fee is 100% of remaining Term, plus any outstanding amounts due.

5. Subject to change without notice. Subject to availability. Not binding until final agreement is executed by ICTX. Last date of execution (Acceptance) below is the effective date ("Effective Date").

Acceptance		Process Flow	
By Customer	By Ezee Fiber	ICTX Job#	
Print Name	Print Name	MPSA	AlvinCityof
Title	Title	Supp	
Date	Date	Rep	



AGENDA COMMENTARY

Meeting Date: 11/7/2024

Department: Information Technology

Contact: Nick Newell

Agenda Item: Consider the purchase of ten (10) Aruba 6300M 48G network switches from DataVox to support the implementation of the City-wide fiber ring network utilizing ARPA funds, at a total cost not to exceed ninety-four thousand three hundred three dollars and forty-eight cents (\$94,303.48), utilizing the Texas DIR purchasing agreement; and authorize the City Manager to execute the necessary purchasing documents upon legal review.

Type of Item: Contract/Agreement

Summary: The proposed purchase involves acquiring ten network switches from DataVox, at a total cost of ninety-four thousand three hundred three dollars and forty-eight cents (\$94,303.48). A network switch is used to connect multiple devices within a network, allowing them to communicate and share data efficiently. These switches will support the implementation of the City-wide fiber ring network.

The addition of these switches will enhance the overall functionality and efficiency of the newly planned fiber network, ensuring seamless connectivity across all City facilities. This purchase is essential to fully realize the benefits of the fiber ring, including improved network performance, reliability, and support for essential services.

The purchase will be made through the Texas DIR purchasing agreement, ensuring compliance with procurement guidelines and cost-effectiveness. Funding for this purchase will come from American Rescue Plan Act (ARPA) funds, which are required to be expended by December 31, 2026. Approval of this purchase will authorize the City Manager to complete the acquisition upon legal review.

Staff recommends approval.

Funding Expected:	Revenue ☐ Expenditure ☒ N/A ☐	Budgeted Item:	Yes ☒ No ☐ N/A ☐
Funding Account:	<u>103-2505-00-4150</u>	Amount:	<u>\$94,303.48</u>
		1295	Form Yes ☒ No ☐
		Required?	
Legal Review Required:	N/A ☐ Required ☒	Date Completed:	<u>10/8/2024 SLH</u>
Finance Review Required:	N/A ☐ Required ☒	Date Completed:	<u>CT 10/14/24</u>

Supporting documents attached:

1. Aruba Switches Quote

Recommendation: Move to approve the purchase of ten (10) Aruba 6300M 48G network switches from DataVox to support the implementation of the City-wide fiber ring network, utilizing ARPA funds, at a total cost not to exceed ninety-four thousand three

hundred three dollars and forty-eight cents (\$94,303.48), utilizing the Texas DIR purchasing agreement; and authorize the City Manager to execute the necessary purchasing documents upon legal review.

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



6650 W. Sam Houston Pkwy S, Houston, TX 77072

t. (713)881-5300 www.datavox.net

Quote # DVXQ27386-02

Date Nov 4, 2024

Expiration 30 Days

Prepared for:

City of Alvin

216 W Sealy St
Alvin, TX 77511-2341
USA

Nick Newell

Email nnewell@cityofalvin.com

Phone 281-388-4200

Customer ID #

Project #

Ship to Information:

City of Alvin

216 W Sealy St
Alvin, TX 77511-2341
USA

attn: Nick Newell

DataVox Contact:

Account Manager: Matt Clare

Phone 713-881-7069

Email mattc@datavox.net

Prepared by: Sloane Fern

Phone 713-881-7026

Email sloanem@datavox.net



Contract Vehicle:

Texas DIR

DIR Vendor Number:

DataVox Texas DIR Vendor Number **176-025-1479-000**

DIR Contract Number:

DIR-TSO-4160

This contract information must appear on the purchase order

Part #	Description	Contract#	Service	Qty	Unit Price	Ext. Price
Aruba 6300M 48 Port PoE Switch with 1YR FoundationCare Support & 1YR Aruba Central License						
JL661A	Aruba 6300M 48G CL4 PoE 4SFP56 Swch	DIR-TSO-4160	---	10	\$6,448.05	\$64,480.50
HL6K5E	HPE 1Y FC NBD Exch Aruba 6300M 48P PoE SVC	DIR-TSO-4160	1YR	10	\$747.00	\$7,470.00
JL087A#ABA	Aruba X372 54VDC 1050W PS U.S. - English	DIR-TSO-4160	---	20	\$665.55	\$13,311.00
Q9Y78AAE	Aruba Central 63/38xx F 1y E-STU	DIR-TSO-4160	1YR	10	\$253.00	\$2,530.00
SubTotal						\$87,791.50

Part #	Description	Contract#	Service	Qty	Unit Price	Ext. Price
Network Accessories						
S1J08A	HPE ANW QSFP56 SFP56 3m DAC Cbl	DIR-TSO-4160	---	3	\$220.66	\$661.98
J9151E-DVX	DVX BRANDED, HPE J9151E Compatible, TAA Compliant 10GBase-LR SFP+ Transceiver (SMF, 1310nm, 10km, LC, DOM)* <i>*100% compatible and guaranteed to work</i>	DIR-TSO-4160 DIR-TSO-4160	---	30	\$195.00	\$5,850.00
SubTotal						\$6,511.98
SubTotal						\$94,303.48
Tax						\$0.00
Total						\$94,303.48

Purchase Notes

- A 15% restocking fee will be applied to all returned equipment. Custom built designs and configurations may not be returnable.



Terms and Conditions

The Texas Department of Information Resources (DIR) terms and conditions shall govern the execution of the DataVox contract with the Customer. To view a copy of the *DIR Standard Terms and Conditions for Product and Related Services Contracts*, refer to the DataVox corporate Website DIR page.

<https://www.datavox.net/texas-dir/>



AGENDA COMMENTARY

Meeting Date: 11/7/2024

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider an Agreement for Beautification Services with Keep Alvin Beautiful in the amount of \$3,000 for FY24, plus an additional \$2,400 annually for storage fees, with a two-year automatic renewal through September 30, 2027; and authorize the Mayor to sign upon legal review.

Type of Item: Contract/Agreement

Summary: Keep Alvin Beautiful ("KAB") is an organization of volunteers that work to improve the appearance of the City. They encourage the placement, planting, and/or preservation of trees, plants, flowers, shrubbery, etc., for the beautification of the City. KAB plans and coordinates the City wide cleanup(s) with Texas Pride Disposal and the City. They display over 80 flags on the Depot grounds and across Gordon Street on twelve (12) different occasions throughout the year. KAB also educates and encourages the community to reduce, reuse and recycle. KAB continues the Yard & Business of the Month awards program, where homes and businesses are recognized for their efforts in beautifying and caring for their properties. This program has helped raise awareness that the aesthetics of individual properties play an important part in the quality of life within the community.

Currently, the City annually contributes \$3,000 to support KAB's initiatives. The City also negotiated in the Texas Pride contract, for Texas Pride to contribute \$6,000 annually to KAB. In the proposed agreement, KAB is requesting an additional \$200 per month (\$2,400 annually) from the City to subsidize the cost of storage rental fees to house decorations, flags, and other items.

This Agreement shall commence on the effective date of the agreement through September 30, 2025. Thereafter, the terms of this Agreement shall automatically renew on October 1, 2025 and October 1, 2026; and shall end on September 30, 2027.

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: 10/30/2024 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 11/04/2024

Supporting documents attached:

1. KAB Agreement - Final
 2. KAB Agreement - Redlined
-

Recommendation: Move to approve an Agreement for Beautification Services with Keep Alvin Beautiful in the amount of \$3,000 for FY24, plus an additional \$2,400 annually

for storage fees, with a two-year automatic renewal through September 30, 2027; and authorize the Mayor to sign upon legal review.

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

Agreement For Beautification Services

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement is made on the 7th day of November, 2024 (the effective date) by and between the **CITY OF ALVIN, TEXAS**, a municipal corporation of Brazoria County, Texas (the “City”), and **KEEP ALVIN BEAUTIFUL**, a Texas non-profit corporation (“KAB”), affiliated with Keep Texas Beautiful and Keep America Beautiful.

WITNESSETH

WHEREAS, the City of Alvin appreciates the assistance of volunteer organizations that provide services for the benefit of the Alvin community; and

WHEREAS, the services to be provided by Keep Alvin Beautiful to the City of Alvin are of significant value to the City and the community; and

WHEREAS, the beautification of streets, highways, business properties, waterways, lots, yards, and other public places in the City of Alvin are of significant value to the City and the community; and

WHEREAS, educational and motivational programs for litter control and solid waste reduction in the community, and endeavoring to change the attitudes of the community are of significant value to the City and the community; and

WHEREAS, the education of the importance of proper waste disposal, waste reduction and conservation of our natural resource by encouraging the community to Reduce, Reuse and Recycle, is for the benefit of the Alvin community;

NOW, THEREFORE, for and in consideration of the mutual obligation and consideration set forth herein, the parties hereby agree as follows:

I.

KAB agrees to provide the following services:

- (1) Encourage the placement, planting and/or preservation of trees, flowers, plants, shrubbery, and other objects or ornamentation in the City. Any proposed planting

on public right-of-way or other public property will be first coordinated and approved with the proper director, which will be either the City of Alvin's Public Service Director or the Parks and Recreation Director. Once KAB has completed a project, the City shall assume responsibility for the maintenance of trees, flowers, plants, shrubbery, or structures;

- (2) Plan and coordinate City-Wide Cleanup(s) with Texas Pride and the City of Alvin;
- (3) Display the U.S. flags in the Depot area on the following list of holidays. Flags shall be displayed no earlier (48) hours prior to the holiday and removed by sunset the day after the holiday:
 - a. Martin Luther King, Jr, Day
 - b. Presidents' Day
 - c. Memorial Day
 - d. Flag Day
 - e. Juneteenth
 - f. Fourth of July
 - g. Labor Day
 - h. Columbus Day
 - i. Election Day
 - j. Veterans Day
 - k. Pearl Harbor Day
 - l. Patriot Day
- (4) Prepare and submit the annual Governor' Community Achievement Award (GCAA) report reflecting community-wide accomplishments; and
- (5) Conduct the Yard and Business of the Month Program.

II.

The City agrees to provide the following services:

- (1) Provide a meeting space for KAB's monthly meeting;
- (2) Provide use of Depot Center for twelve (12) hours a year, with waiver of deposits and rental fees;
- (3) Provide social media support and newsletter marketing for KAB events, activities, membership drive;
- (4) Provide assistance for Great American Cleanups in partnership with Texas Pride and KAB by providing the following:
 - a. Truck, trailer, and driver, and two (2) laborers for a maximum of eight (8) hours;
 - b. Provide use of a facility and bathroom with waiver of deposit and rental fee for seven (7) hours;

- c. Provide possible street closures and (2) city staff for traffic control.
 - d. Provide five (5) folding table, ten (10) folding chairs, five (5) additional trash cans, and five (5) recycling bins delivered onsite;
 - e. City will waive requirement for insurance.
- (5) Continue to participate in beautification projects, including, but not limited to:
- a. The Corner at Gordon/Willis – the City shall provide maintenance of the landscaping with irrigation and manicured mowing for the lot;
 - b. Highway 6 Railroad Underpass – the City shall provide maintenance of the four (4) flowerbeds;
 - c. Mustang Bayou Bridge – the City shall provide maintenance of four (4) landscaped flower beds and weed control along the highway/ bridge; and
 - d. Highway 6 Entrance Sign – the City shall provide maintenance for the new City of Alvin sign located on southeast corner of Highway 6 and North Gordon.

III.

Subject to the provision and agreement herein, the City agree to pay KAB the sum of Three thousand and no/100 (\$3,000.00) within thirty (30) days of the effective date of this Agreement, and within thirty (30) days following the renewal date.

Additionally, the City agrees to pay KAB the sum of \$2,400, which reflects \$200 per month for KAB to maintain a storage facility for their property.

IV.

If KAB seeks to renew this Agreement following the automatic renewal, and to obtain funding from the City for each Fiscal Year, KAB shall provide a proposed budget to the City by May 1st each year.

V.

Two (2) City of Alvin employee shall be a member on the KAB Board, and be voting members. One of the City employees shall serve as Staff Liaison to Board Members and will share updates concerning the City activities and help KAB in coordinating plan and activities with the City.

VI.

It is expressly understood and agreed that KAB is an independent entity and is not an officer, agent or employee of the City, and that KAB shall not have any control or authority over City of Alvin employees.

VII.

This Agreement shall be effective from the date of this Agreement through September 30, 2025. Thereafter, the terms of this Agreement shall automatically renew on October 1, 2025 and October 1, 2026, and shall end on September 30, 2027. This Agreement may be terminated by either party without cause upon (60) days advance written notice to the other party.

VIII.

Any notice required or provided pursuant of this Agreement shall be in writing and includes electronic communication. Notice by electronic communication shall be effective with a “read receipt “confirmation. Notice by mail shall be effective when deposit in the United States mail, either certified or registered mail. All notices shall be addressed and emailed to respective party at the address set forth below:

City of Alvin
City Manager
216 West Sealy Street
Alvin, Texas 77511
jroland@cityofalvin.com

Keep Alvin Beautiful
Registered Agent
P.O. Box 4103
Alvin, Texas 77511
KeepAlvinBeautiful@gmail.com

IX.

No part of this Agreement may be assigned or delegated without prior written consent of the other party, and any such attempted assignment or benefits or rights of the delegation or obligation or duties shall be a breach of this Agreement.

X.

This Agreement shall be subject to and construed in accordance with the laws and statutes of the State of Texas.

XI.

The Agreement shall be contingent upon KAB maintaining its 501(c) (3) status. In the event that KAB fails to maintain this designation, this Agreement shall be null and void, and KAB shall forfeit any future funding pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple copies, each of which shall be considered the original.

Keep Alvin Beautiful

City of Alvin, Texas

By: _____
Suzanne Dillmann, President
Date: _____

By: _____
Gabe Adame, Mayor
Date: _____

Attest/ Seal

By: _____
Adam Burkey, Secretary

Attest/Seal

By: _____
Dixie Roberts, City Secretary

Agreement For Beautification Services

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement is made on the _____ day of _____, 2024 (the effective date) by and between the **CITY OF ALVIN, TEXAS**, a municipal corporation of Brazoria County, Texas (the “City”), and **KEEP ALVIN BEAUTIFUL**, a Texas non-profit corporation (“KAB”), affiliated with Keep Texas Beautiful and Keep America Beautiful.

WITNESSETH

WHEREAS, the City of Alvin appreciates the assistance of volunteer organizations that provide services for the benefit of the Alvin community; and

WHEREAS, the services to be provided by Keep Alvin Beautiful to the City of Alvin are of significant value to the City and the community; and

WHEREAS, the beautification of streets, highways, business properties, waterways, lots, yards, and other ~~similar~~ public places in the City of Alvin are of significant value to the City and the community; and

WHEREAS, educational and motivational programs for litter control and solid waste reduction in the community, and endeavoring to change the attitudes of the community are of significant value to the City and the community; and

WHEREAS, the education of the importance of proper waste disposal, waste reduction and conservation of our natural resource by encouraging the community to Reduce, Reuse and Recycle, is for the benefit of the Alvin community;

NOW, THEREFORE, for and in consideration of the mutual obligation and consideration set forth herein, the parties hereby agree as follows:

I.

KAB agrees to provide the following services:

- (1) Encourage the placement, planting and/or preservation of trees, flowers, plants, shrubbery, and other objects or ornamentation in the City. Any proposed planting

on public right-of-way or other public property will be first coordinated and approved with the proper director, which will be either the City of Alvin's Public Service Director or the Parks and Recreation Director. Once KAB has completed a project, the City shall ~~take of~~ assume responsibility for the maintenance of trees, flowers, plants, shrubbery, or structures;

- (2) Plan and coordinate City-Wide Cleanup(s) with Texas Pride and the City of Alvin;
- (3) Display the U.S. flags in the Depot area on the following list of holidays. Flags shall be displayed no earlier (48) hours prior to the holiday and removed by sunset the day after the holiday:
 - a. Martin Luther King, Jr, Day
 - b. Presidents' Day
 - c. Memorial Day
 - d. Flag Day
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 - f. Fourth of July
 - g. Labor Day
 - h. Columbus Day
 - i. Election Day
 - j. Veterans Day
 - k. Pearl Harbor Day
 - l. Patriot Day
- (4) Prepare and submit the annual Governor' Community Achievement Award (GCAA) report reflecting community-wide accomplishments; and
- (5) Conduct the Yard and Business of the Month Program.

II.

The City agrees to provide the following services:

- (1) Provide a meeting space for KAB's monthly meeting;
- (2) Provide use of Depot Center for twelve (12) hours a year, with waiver of deposits and rental fees;
- ~~(1.) Provide the use of a Climate-controlled storage room with waiver of deposit and rental fees for flags and decorations~~
- (3) Provide social media support and newsletter marketing for KAB events, activities, membership drive;
- (4) Provide assistance for Great American Cleanups in partnership with Texas Pride and KAB by providing the following:
 - a. Truck, trailer, and driver, and two (2) laborers for a maximum of eight (8) hours;

- b. Provide use of a facility and bathroom with waiver of deposit and rental fee for seven (7) hours;
 - c. Provide possible street closures and (2) city staff for traffic control.
 - d. Provide five (5) folding table, ten (10) folding chairs, five (5) additional trash cans, and five (5) recycling bins delivered onsite;
 - e. ~~Provide marketing design for flyer, print flyers and advertisement in social media/monthly newsletter; and~~
 - f.
 - g.e. City will waive requirement for insurance.
- (5) Continue to participate in beautification projects, including, but not limited to:
- a. Ugly The Corner at Gordon/Willis – the City shall provide maintenance of ~~two (2) the landscaping flowerbeds~~ with irrigation and manicured mowing for the lot;
 - b. Highway 6 Railroad Underpass – the City shall provide maintenance of the four (4) flowerbeds;
 - c. Mustang Bayou Bridge – the City shall provide maintenance of four (4) landscaped flower beds and weed control along the highway/ bridge; and
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Additionally, the City agrees to pay KAB the sum of \$2,400, which reflects \$200 per month for KAB to maintain a storage facility for their property.

IV.

If KAB seeks to renew this Agreement following the automatic renewal, and to obtain funding from the City for each Fiscal Year, KAB shall provide a proposed budget to the City by May 1st each year.

V.

Two (2) City of Alvin employee shall be a member on the KAB Board, pay dues, and be voting members. One of the City employees shall serve as Staff Liaison to Board Members and will share updates concerning the City activities and help KAB in coordinating plan and activities with the City.

VI.

It is expressly understood and agreed that KAB is an independent entity and is not an officer, agent or employee of the City, and that KAB shall not have any control or authority ~~concerning over~~ City of Alvin employees.

VII.

This Agreement shall ~~include the remaining portion of Fiscal Year 2024-2025, from the~~ be effective from the effective date of this Agreement through September 30, 2025, ~~and~~ thereafter, the terms of this Agreement shall automatically renew ~~through on~~ October 1, 2025~~4~~ and October 1, 2025~~6~~, and shall end on September 30, 2026~~7~~. This Agreement may be terminated by either party without cause upon (60) days advance written notice to the other party.

VIII.

Any notice required or provided pursuant of this Agreement shall be in writing and includes electronic communication. Notice by electronic communication shall be effective with a “read receipt” confirmation. Notice by mail shall be effective when deposited in the United States mail, either certified or registered mail. All notices shall be addressed and emailed to respective party at the address set forth below:

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City Manager
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jroland@cityofalvin.com

Keep Alvin Beautiful
Registered Agent
P.O. Box 4103
Alvin, Texas 77511
KeepAlvinBeautiful@gmail.com

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The Agreement shall be ~~incumbent-contingent~~ upon KAB maintaining ing its 501(c) (3) status. In the event that KAB fails to maintain this designation, this Agreement shall be null and void, and KAB shall forfeit any future funding pursuant to this Agreement.

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Keep Alvin Beautiful

By: _____
Suzanne Dillmann, President
Date: _____

Attest/ Seal

By: _____
Adam Burkey, Secretary

City of Alvin, Texas

By: _____
Gabe Adame, Mayor
Date: _____

Attest/Seal

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 11/7/2024

Department: Administration - Asst. City Manager

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

Agenda Item: Consider Resolution 24-R-32, authorizing the Mayor to send a letter of support to the Pearland Chamber of Commerce for the development and creation of a Mental Health Crisis Center in Brazoria County.

Type of Item: Resolution

Summary: The Pearland Chamber of Commerce reached out to Mayor Adame asking the City of Alvin to sign a letter of support for the construction of a 115-bed mental health facility in Brazoria County. The Pearland Chamber will be meeting with legislators across the community to advocate for the project during the next legislative session.

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: 10/30/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Res 24-R-32; Letter of Support
 2. Alvin Letter of Support; Mental Health Facility
 3. Pearland Chamber of Commerce Flyer
 4. Pearland Chamber of Commerce Needs Assessment
-

Recommendation: Move to approve Resolution 24-R-32, authorizing the Mayor to send a letter of support to the Pearland Chamber of Commerce for the development and creation of a Mental Health Crisis Center in Brazoria County.

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. 24-R-32

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AUTHORIZING A LETTER OF SUPPORT FOR THE CREATION AND DEVELOPMENT OF A MENTAL HEALTH CRISIS CENTER IN BRAZORIA COUNTY.

WHEREAS, the Pearland Chamber of Commerce is seeking support for the construction of a mental health facility in Brazoria County; and

WHEREAS, the Pearland Chamber of Commerce will be meeting with legislators across the community to advocate for the project during the next legislative session;

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

Section 1. That the Alvin City Council hereby authorizes a letter of support for the creation and development of a Mental Health Crisis Center in Brazoria County.

Section 2. That the Alvin City Council hereby authorizes the Mayor to execute, on behalf of City Council, a letter of support for the creation and development of a Mental Health Crisis Center in Brazoria County.

Section 3. 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 4. 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 7th day of November 2024.

CITY OF ALVIN, TEXAS

ATTEST

Gabe Adame, Mayor

Dixie Roberts, City Secretary



CITY OF ALVIN

216 West Sealy Street • Alvin, Texas 77511 • (281) 388-4257 • www.alvin-tx.gov

November 7, 2024

Dear Texas State Legislators,

The Alvin City Council wishes to express our strong and unified support for the development and creation of a Mental Health Crisis Center in Brazoria County. This initiative is a critical step in addressing the growing mental health and substance abuse crisis facing our community, as evidenced by the increasing rates of mental distress, substance abuse disorders, and suicide.

Brazoria County is experiencing a significant shortage of mental health services, including zero dedicated psychiatric inpatient beds. This has left many vulnerable individuals without the immediate care they need, forcing them to seek assistance outside the county, or worse, to go without any care at all. Data shows that the demand for psychiatric services in Brazoria County will rise by nearly 50% over the next decade, yet we are ill-prepared to meet this need without proper facilities and resources.

The Mental Health Crisis Center will not only provide urgent inpatient care but will also alleviate the pressure on local hospitals, law enforcement, emergency services, and educational institutions, all of which are currently overwhelmed by the demands of mental health crises. Additionally, this facility will enable a more comprehensive approach to care, including outpatient services, substance abuse disorder treatment, and community-based programs that can serve as preventative measures.

By supporting this initiative, we believe we can dramatically improve access to life-saving mental health care for individuals and families in our community. The benefits of such a center are not limited to healthcare alone. This facility will have a positive impact on the local economy, reducing absenteeism in the workplace and fostering a healthier, more resilient community.

We urge our state leaders to prioritize this project and allocate the necessary \$115,000,000 in funding and resources to make this facility a reality. We are committed to working together, alongside healthcare providers, schools, law enforcement, and other community organizations, to ensure the success of this critical initiative.

Together, we can take meaningful steps toward addressing the mental health crisis in Brazoria County, ensuring that no one falls through the cracks in their time of need.

Sincerely,

Gabe Adame
Mayor, City of Alvin, Texas



A Crisis in Brazoria County: Mental Health and Substance Use

THE PROBLEM

In Brazoria County, Texas, mental health and substance use disorder (SUD) needs have grown rapidly in recent years, impacting all aspects of community health and safety.

THE NUMBERS

MENTAL HEALTH DECLINE:

Poor mental health days jumped **80%** since 2016

FINANCIAL BURDEN:

Medical care costs in Texas are **216%** higher for patients with mental health conditions

OPIOID OVERDOSES:

The county's overdose rate rose **90%** since 2019

LACK OF INPATIENT PSYCHIATRIC BEDS:

0 beds available for patients in acute psychiatric crisis

IMPACT ON SYSTEMS

- **Overburdened first responders** dealing with mental health and substance use cases, taking time from other emergencies.
- **Schools struggling** with an unprecedented number of self-harm cases, averaging 1,200 visits to school counselors per year.

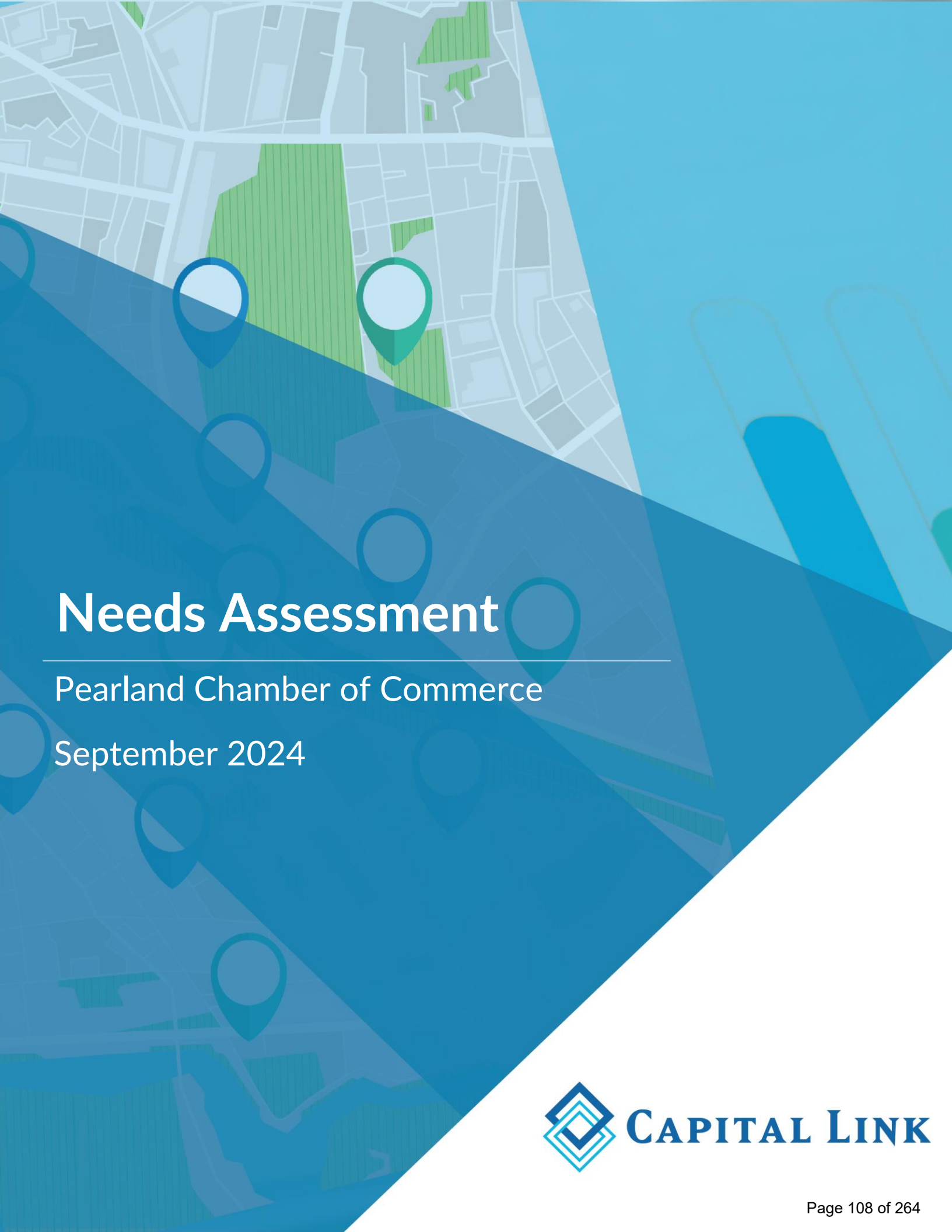


Actionable Solutions for Brazoria County



CONCLUSION

With mental health and substance use challenges affecting individuals and families across Brazoria County, these actionable solutions can help **save lives, reduce taxpayer costs, and ensure a safer future for the community.**



Needs Assessment

Pearland Chamber of Commerce

September 2024



CAPITAL LINK

Acknowledgment and Dedication

About Capital Link

Capital Link is a national, non-profit organization that has worked with hundreds of health centers and Primary Care Associations for over 25 years to plan capital projects, finance growth, and identify ways to improve performance. We provide innovative consulting services and extensive technical assistance with the goal of supporting and expanding community-based health care. Established in the late 1990s as a joint effort of the National Association of Community Health Centers (NACHC), several state-based Primary Care Associations (PCAs), and the Bureau of Primary Health Care, Capital Link grew out of the community health center movement and continues to support it through creative capital development and analytic activities. For more information, visit www.caplink.org.

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Dedication

This document is dedicated to David Wagner, whose unwavering commitment and passion will be remembered always.

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Pearland Chamber of Commerce

The Pearland Chamber supports empowering elected officials with the flexibility and policy tools required to ensure the needs of the business community are met. Our mission is to serve business, promote growth and empower the community. The Chamber has identified three key areas for supporting Pearland businesses through advocating for business, benefiting the community, and cultivating talent.

In 2024, the Chamber's priorities include education, infrastructure, workforce development, and healthcare. The Healthcare Industry Committee consists of executives and leaders from various sectors, including inpatient, outpatient, and community-based organizations. The committee is also expanding to engage less traditional healthcare partners, such as schools, emergency medical services (EMS), police, and other community organizations, to ensure comprehensive support for Pearland's healthcare landscape.

The Pearland Chamber of Commerce supports a community where 83% of businesses are locally owned, nearly 50% of residents aged 25 and older hold a bachelor's degree, and the city is recognized as the second most diverse in the United States. With a median age of 36.1, Pearland is home to many Texas Medical Center employees and boasts notable achievements, such as the Pearland High School Softball team winning its third state championship in 2023.

In 2023, the Pearland Chamber of Commerce was recognized as Chamber of the Year by the Association of Chamber of Commerce Executives. Today, our organization represents over 700 businesses and 10,000+ employees in the greater Pearland area.

Jim Johnson, CCE, IOM



Introduction: Brazoria County's Mental Health and Substance Use Crisis

Brazoria County is facing a growing crisis of mental health and substance abuse, with rising cases affecting the most vulnerable populations. Data shows an alarming increase in mental health issues and substance use disorders, putting strain on families and communities. The shortage of mental health providers in the county is exacerbating the situation, making it difficult for individuals to access timely care and support. The community is facing significant challenges as the demand for mental health services continues to outpace available resources.

Key Findings

1. **Lack of Psychiatric Beds:** Brazoria County has **zero** dedicated psychiatric beds, leaving residents without crucial inpatient mental health care options within the county.
2. **Provider Shortage:** The county's **mental health provider-to-patient ratio is 1,052**, which is **52% higher than the Texas average** of 691 patients per provider, underscoring the urgent need for additional mental health professionals.
3. **Mental Health Practitioner Shortfall:** In 2021, Brazoria County had only **32 Offices of Mental Health Practitioners**, equating to **8.3 offices per 100,000 residents**—just a quarter of the state ratio of 33.7, highlighting the significant shortage of mental health services.
4. **Mental Health Professional Shortage Area:** The entire county is designated a **Mental Health Professional Shortage Area**, with a **score of 16**—the second-highest in all of Texas.
5. **Surge in Anxiety Disorder Visits:** Texas Federally Qualified Health Centers (FQHCs) saw an **80% increase** in anxiety disorder visits over the last five years, with utilization growing from 2.9 to 3.1 visits per patient.
6. **Rising Suicide Rates:** Brazoria County's suicide rate is higher than the Texas average and rising rapidly, currently ranking **12th in the state** for suicide growth.
7. **Opioid Crisis:** The county has **1,525 fentanyl users** and **16,369 non-fentanyl opioid users**. The fatal opioid overdose rate has risen by **90% in the last five years**, driven primarily by fentanyl.
8. **Binge Drinking Surge:** The rate of binge drinking has jumped from **12% in 2014 to 21% in 2023**, leading to potential increases in **drunk driving, assaults, family breakdowns, and workforce challenges**.
9. **Economic Impact:** Mental health care spending in Texas is nearly **double** for adults with mental illness, and absenteeism due to untreated mental health issues will cost local businesses **millions** annually.
10. **Rising Demand for Mental Health Services:** By 2033, psychiatric outpatient services are projected to grow by **49.5%**.
11. **Schools in Crisis:** Brazoria schools are seeing over **1,200 visits** to school counselors in one school year for **suicide/self-harm** issues.
12. **Strain on Police and Hospitals:** Local police departments and hospitals are at risk of being **overwhelmed** as mental health and substance use cases rise.

Action is needed to address Brazoria County's healthcare infrastructure and improve access to care. Mental illness and substance abuse, if untreated, pose significant economic and social challenges, affecting businesses, hospitals, law enforcement, schools, and emergency services. These issues go beyond healthcare, impacting the broader community and local economy.

Supporting local solutions, empowering healthcare providers, and collaborating with leadership are essential steps to ensuring Brazoria County remains a place where families can thrive and communities stay safe. This report provides data-driven recommendations for a sustainable path forward, emphasizing the urgency of taking action now.

Guide to This Document

The Pearland Chamber of Commerce, recognizing the urgent need to address the behavioral health crisis in Pearland, partnered with key stakeholders across the community to commission this comprehensive needs assessment. Together with healthcare providers, local businesses, law enforcement, schools, and government agencies, the Chamber sought to fully understand the scope of the problem and identify actionable solutions. Capital Link, tasked with conducting the assessment, engaged in extensive consultations with these stakeholders, gathering critical data and insight from each. The organization also undertook in-depth research and analysis to map out the full scale of Brazoria County's behavioral health crisis and recommend strategic solutions for addressing it.

The first section, "**Demographic Overview of Brazoria County**", covers the county's population and human geography, providing crucial context for understanding the needs of different communities. The second section, "**Medical Needs of Brazoria County**," analyzes current and projected trends in traditional healthcare.

The third section, "**Behavioral Health Landscape**," focuses on mental health and substance use trends, offering a detailed view of the current challenges and highlighting areas that require the most urgent attention.

The fourth section, "**Current Stakeholder and Provider Assessment: Brazoria County Mental Health Support Organizations/Services**," evaluates the available treatment options and service projections for behavioral health, including how inpatient and outpatient providers are managing these issues. It also addresses the impact on first responders, schools, and other organizations directly affected by this crisis.

The final section, "**Addressing the Behavioral Health Crisis: Strategic Solutions and Key Recommendations**," outlines actionable recommendations for stakeholders and community leaders to effectively address the crisis.

This report is not designed to be read cover to cover, though readers may do so if they choose. Instead, it serves as a strategic guide and reference for community leaders, legislators, key stakeholders, and concerned citizens looking for data-driven insights to inform decisions on evidence-based solutions, applications, and resource allocation.

Demographic Overview of Brazoria County

Understanding the full demographic and socioeconomic landscape of Brazoria County is essential for policymakers and key stakeholders to make informed decisions regarding the allocation of resources for mental health and substance use treatment. Comprehensive data on the population, including where residents live and their socioeconomic status (SES), provides a clear picture of the county's needs. This information helps ensure that resources are directed toward areas with the greatest demand, enabling more effective planning and policy development, particularly in healthcare. Without this data, efforts to address the county's challenges, including mental health care and social services, may fall short of serving the populations most in need.

Brazoria County Demographic Trends

In 2023, Brazoria County had a population of **384,941**, with a population density of 266.79 residents per square mile. By 2028, the population is projected to grow to **417,181**, with a density of 289.13 residents per square mile. This represents an **8.4% growth in population and density** from 2023 to 2028. Comparatively, Texas had a total population of 29,940,758 in 2023, with a population density of 113.1 residents per square mile. The state's population is projected to increase to 31,981,592 by 2028, with a density of 120.8 residents per square mile. This reflects a projected growth rate of 6.8% over the same period. From 2010 to 2020, Brazoria County experienced significant growth, with a 105.4% increase in total population and a 117.4% increase in population density. In contrast, Texas saw a 102.7% increase in total population and a 105.4% rise in population density during the same period. These statistics highlight that **Brazoria County has experienced a higher growth rate in both population and density compared to the state average** and is expected to continue growing at a faster pace through 2028.¹

Population	2023	2028 Projections	2010 to 2020 Growth (% change)	2023 to 2028 Projected Growth (% change)
Brazoria County, TX				
Total Population	384,941	417,181	105.4%	8.4%
Population Density (Pop/Sq Mi)	266.79	289.13	117.4%	8.4%
Texas				
Total Population	29,940,758	31,981,592	102.7%	6.8%
Population Density (Pop/Sq Mi)	113.1	120.8	105.4%	6.8%

In 2023, Brazoria County's population was notably diverse, comprising 51% White, 14.8% Black, 7.2% Asian/Native Hawaiian/Pacific Islander, and 31.4% Hispanic residents. Significant growth is projected by 2028 in the Asian/Native Hawaiian/Pacific Islander (18.9%) and Hispanic (15%) populations, with increases also expected in the Two or More Races category (16.4%). These growth rates surpass state averages, indicating Brazoria County is a rapidly evolving community with diverse needs and a dynamic demographic landscape.

¹ www.esiteanalytics.com

Population by Race	Brazoria County, TX			Texas		
	2023 Population	2023 Percent of Population	2023 to 2028 Projected Growth (% change)	2023 Population	2023 Percent of Population	2023 to 2028 Projected Growth (% change)
White	196,249	51.0%	3.3%	14,985,376	50.1%	3.2%
Black	56,792	14.8%	7.8%	3,608,502	12.1%	5.8%
Amer. Indian/Alaska Nat.	2,851	0.7%	6.9%	287,678	1.0%	3.8%
Asian/Nat. Hawaiian/Pacific Islander	27,552	7.2%	18.9%	1,668,206	5.6%	16.9%
Some Other Race	43,960	11.4%	14.7%	4,086,065	13.7%	10.1%
Two or More Races	57,537	15.0%	16.4%	5,304,931	17.7%	12.0%
Hispanic Ethnicity	120,728	31.4%	15.0%	11,836,829	39.5%	10.1%

In 2023, children and young adults (0-19 years) made up 28.4% of Brazoria County's population, with a projected growth of 7.8% by 2028—slightly higher than Texas's 28.1% for this age group and a 6.1% projected growth. The young student and working-age group (20-44 years) was the largest segment at 34.6%, expected to grow by 7.6% by 2028. Statewide, this group accounts for 35.3% of the population with a 6.5% projected growth. Middle-aged adults (45-64 years) constituted 24.5% of the county's population, with an anticipated growth of 7.8% through 2028. This is slightly above Texas's 23.5% for this age group, which is expected to grow by 6.3%.

The senior cohort (65 to 84 years) in Brazoria County represented 11.3% of the population in 2023, slightly below the state average of 11.9%. However, **this age group is projected to experience significant growth of 12.7% through 2028**, compared to a 10.1% growth rate statewide. The population aged 85 and older in Brazoria County constituted 1.1% of the population in 2023, with a projected growth rate of 13.4% through 2028. This is slightly lower than the state average of 1.3%, which is expected to see a growth rate of 10.1%. The median age in Brazoria County was 36.5 years, slightly higher than the Texas median age of 35.4 years. **This data underscores the importance of considering the needs of a community experiencing significant growth across all age groups, a large population of youth, but also a rapidly aging senior population.**

Population by Age	Brazoria County, TX			Texas		
	2023 Population	2023 Percent of Population	2023 to 2028 Projected Growth (% change)	2023 Population	2023 Percent of Population	2023 to 2028 Projected Growth (% change)
0 to 19	109,340	28.4%	7.8%	8,409,471	28.1%	6.1%
20 to 44	133,362	34.6%	7.6%	10,569,001	35.3%	6.5%
45 to 64	94,370	24.5%	7.8%	7,028,227	23.5%	6.3%
65 to 84	43,682	11.3%	12.7%	3,552,850	11.9%	10.1%
85+	4,187	1.1%	13.4%	381,207	1.3%	10.1%
Median Age	36.5 Years			35.4 Years		

In 2023, Brazoria County's income landscape showcased both diversity and growth, with a significant shift toward higher income brackets. Households earning less than \$24,999 made up 11.2% of the population, a figure notably lower than the state average of 17.8%. This segment is projected to decline by 10.6% by 2028, reflecting an economic shift as fewer households fall into the lowest income category.

Similarly, 14.9% of households in Brazoria County earned between \$25,000 and \$49,999, also expected to decrease by 6.4% over the next five years. This decline contrasts with the state average of 20.1%, which is

projected to shrink by 4.6%. The largest segment of Brazoria County households in 2023 earned between \$50,000 and \$99,999, accounting for 31.6% of the population. However, this group is expected to decrease by 12.5% by 2028, while the state's equivalent group shows no projected change.

Conversely, the county is experiencing robust growth in higher income brackets. Households earning between \$100,000 and \$149,999 represented 21.2% of the population in 2023 and are projected to grow by an impressive 31.1% by 2028. Statewide, 16.2% of households fall into this range, with a projected growth of 25.9%. The highest income bracket, households earning \$150,000 or more, comprised 21.1% of Brazoria County's population in 2023. This group is expected to see the most substantial growth, with a 40.2% increase by 2028, outpacing Texas's 15.6% share, which is projected to grow by 35.3%.

Average household incomes in Brazoria County are similarly on the rise. In 2023, the county's average household income was \$113,606, with a projected increase of 18.0% by 2028, higher than the state average of \$97,894, which is expected to grow by 16.0%. The median household income in Brazoria County stood at \$85,614 in 2023 and is anticipated to rise by 22.4% by 2028, compared to the Texas median of \$66,686, projected to grow by 16.7%. Per capita income in the county was \$40,226, with a projected increase of 18.5% by 2028, also outpacing the state's \$36,161, which is expected to grow by 16.3%.

These trends highlight Brazoria County's shifting economic landscape, with significant growth in higher income brackets and a corresponding rise in median and average household incomes. This upward trajectory signals strong economic potential for the region. **However, it is important to note that the numbers middle- and working-class individuals are projected to decrease, which will directly change the composition of health care needs of the community by decreasing the number of uninsured and Medicaid patients. Both for-profit and non-profit providers must be part of any solution.**

Households by Income	Brazoria County, TX			Texas		
	2023 Population	2023 Percent of Population	2023 to 2028 Projected Growth (% change)	2023 Population	2023 Percent of Population	2023 to 2028 Projected Growth (% change)
\$0 - \$24,999	15,167	11.2%	-10.6%	1,951,230	17.8%	-8.6%
\$25,000 - \$49,999	20,114	14.9%	-6.4%	2,212,701	20.1%	-4.6%
\$50,000 - \$99,999	42,709	31.6%	-12.5%	3,328,965	30.3%	0.0%
\$100,000 - \$149,999	28,673	21.2%	31.1%	1,779,153	16.2%	25.9%
\$150,000+	28,540	21.1%	40.2%	1,714,620	15.6%	35.3%
Average HH Income	\$113,606		18.0%	\$97,894		16.0%
Median HH Income	\$85,614		22.4%	\$66,686		16.7%
Per Capita Income	\$40,226		18.5%	\$36,161		16.3%

Number of Low-Income Residents by Zip Code Map

To make informed decisions about resource allocation, it's crucial to understand the diverse economic landscape of Brazoria County. The following maps provide valuable insight into the distribution of low-income residents, a key demographic for many public services, particularly Federally Qualified Health Centers (FQHCs). FQHCs primarily serve individuals below 200% of the Federal Poverty Level (FPL), making this population segment their core focus.

Foreign-Born Population

The chart below outlines Brazoria County's population by gender, age, and citizenship, with Texas figures for comparison.⁴ Understanding the healthcare needs of foreign-born populations is crucial, as these groups often face unique challenges influenced by cultural and linguistic factors. By analyzing data on foreign-born individuals, healthcare providers can tailor services to better meet their needs, improving access to care, preventive services, and chronic disease management. This targeted approach helps identify disparities, allocate resources more equitably, and promote culturally competent care, ultimately enhancing health outcomes for foreign-born communities.

	Brazoria County, TX		Texas	
2022 Foreign-Born ⁵	Total Pop.	Percentage	Total Pop.	Percentage
U.S Citizenship Status				
Foreign-born population	50,843	-	5,169,126	-
Naturalized U.S. Citizen	27,676	54.4%	2,245,345	43.4%
Not a U.S. Citizen	23,167	45.6%	2,923,781	56.6%
Year of Entry				
Population born outside of the U.S.	57,599	-	5,680,352	-
Native	6,756	6,756	511,226	511,226
Entered 2010 or later	2,794	41.4%	197,423	38.6%
Entered before 2010	3,962	58.6%	313,803	61.4%
Foreign-born	50,843	50,843	5,169,126	5,169,126
Entered 2010 or later	12,793	25.2%	1,774,029	34.3%
Entered before 2010	38,050	74.8%	3,395,097	65.7%

⁴ <https://www.census.gov/>

Language (s) Spoken at Home

The table below examines the number of those who speak a language other than English, along with the rate of those who speak English 'less than very well'. Brazoria County reports a significant level of residents that may have difficulty interacting with the English language as well as perhaps other traditional forms of related communication with 27.1% of the population speaking a language other than English and 33.4% of whom speak English 'less than very well'. In Brazoria County, 9.0% of those age five years and over speak English 'less than very well,' while on a state level, just 12.8% of the population speak English 'less than very well,' indicating the need to prioritize translation services that promote comprehensible communication, promoting understanding and literacy.

	Brazoria County, TX			Texas		
2022 Languages Spoken at Home ⁶	Total	Percentage	Percentage who Speaks English less than "very well"	Total	Percentage	Percentage who Speaks English less than "very well"
Population 5 years and over	363,992	-	9.0%	28,147,854	-	12.8%
Speak a language other than English	98,489	27.1%	33.4%	9,891,295	35.1%	36.5%
Speak a Language other than English						
<i>Spanish</i>	71,920	19.8%	32.2%	7,973,826	28.3%	37.8%
5 to 17 years old	13,231	3.6%	22.6%	1,550,882	5.5%	25.1%
18 years to 64 years old	50,428	13.9%	31.7%	5,555,170	19.7%	39.4%
65 years old and over	8,261	2.3%	50.6%	867,774	3.1%	50.5%
<i>Other Indo-European Languages</i>	4,740	1.3%	38.9%	724,161	2.6%	24.3%
5 to 17 years old	790	0.2%	25.7%	104,538	0.4%	22.8%
18 years to 64 years old	3,167	0.9%	30.4%	525,173	1.9%	23.0%
65 years old and over	783	0.2%	86.5%	94,450	0.3%	33.6%
<i>Asian & Pacific Island Languages</i>	18,789	5.2%	39.6%	885,058	3.1%	38.8%
5 to 17 years old	2,385	0.7%	39.0%	109,383	0.4%	22.4%
18 years to 64 years old	14,058	3.9%	35.7%	653,031	2.3%	36.3%
65 years old and over	2,346	0.6%	63.6%	122,644	0.4%	66.7%
<i>Other Languages</i>	3,040	0.8%	15.9%	308,250	1.1%	23.8%
5 to 17 years old	724	0.2%	35.5%	47,055	0.2%	13.7%
18 years to 64 years old	2,151	0.6%	10.6%	236,239	0.8%	24.3%
65 years old and over	165	0.0%	0.0%	24,956	0.1%	37.4%

⁶ <https://www.census.gov/>

Disabilities by Demographic & Type

Providers play a vital role in providing inclusive healthcare services that cater to individuals with disabilities, aiming to enhance health outcomes and mitigate barriers to accessing quality care. A thorough understanding of the various types of disabilities within the population, along with their prevalence across different age groups and racial demographics, is crucial. This knowledge allows providers to effectively tailor services, ensuring services are accessible and responsive to the specific needs of diverse individuals with disabilities. By incorporating this understanding into its healthcare strategies, providers can effectively foster an environment where all patients receive the comprehensive care they require to achieve optimal health. Brazoria County's population reports 375,463 residents, 11.4% of whom experience some form of disability, slightly below that which has been reported on a state level, at 12.4%. The White population reported the highest rate of those with a disability, at 13.8%, followed by the Asian and Black/ African American categories, which reported 10.4% and 10.0%, respectively. As can be anticipated, as the population ages, they are more likely to experience a disability, with 76.4% of those aged 65 years and older reporting a disability in the region. **The disability types that reported the highest in the region included ambulatory (5.5%), cognitive (4.5%), and independent living (4.7%).**

2022 Disabilities by Demographic and Type ⁷	Brazoria County, TX			Texas		
	Total	With a disability	% of Pop with a disability	Total	With a disability	Percent of Pop with a disability
Total civilian noninstitutionalized pop. w/disability	375,463	42,784	11.4%	29,539,484	3,665,403	12.4%
Male	184,525	22,207	12.0%	14,646,223	1,790,218	12.2%
Female	190,938	20,577	10.8%	14,893,261	1,875,185	12.6%
Race & Ethnicity						
White alone	180,498	24,862	13.8%	14,051,233	1,907,009	13.6%
Black / African American alone	57,103	5,704	10.0%	3,511,325	493,671	14.1%
American Indian and Alaska Native alone	-	-	-	240,002	33,051	13.8%
Asian alone	27,740	2,881	10.4%	1,628,628	117,180	7.2%
Native Hawaiian / Other Paci. Island alone	-	-	-	34,435	4,275	12.4%
Some Other Race alone	23,031	2,282	9.9%	3,006,847	314,330	10.5%
Two or More Races	85,540	6,807	8.0%	7,067,014	795,887	11.3%
Hispanic / Latino (any race)	121,732	10,583	8.7%	11,923,852	1,279,845	10.7%
Age						
Under 5 years	24,189	0	0.0%	1,881,718	12,837	0.7%
5 to 17 years	74,600	3,374	4.5%	5,550,053	352,685	6.4%
18 to 34 years	81,119	5,957	7.3%	7,124,006	556,120	7.8%
35 to 64 years	147,244	16,249	11.0%	11,037,094	1,338,715	12.1%
65 to 74 years	30,827	8,859	28.7%	2,429,183	653,757	26.9%
75 years and over	17,484	8,345	47.7%	1,517,430	751,289	49.5%
Disability Type						
Hearing difficulty (all ages)	-	12,496	3.3%	-	1,016,279	3.4%
Vision difficulty (all ages)	-	8,058	2.1%	-	811,296	2.7%
Cognitive difficulty (all ages)	-	15,725	4.5%	-	1,427,580	5.2%
Ambulatory difficulty (all ages)	-	19,218	5.5%	-	1,688,830	6.1%
Self-care difficulty (all ages)	-	6,591	1.9%	-	666,006	2.4%
Independent living difficulty (aged 18+)	-	12,938	4.7%	-	1,184,368	5.4%

⁷ <https://www.census.gov/>

Employment, Occupation, & Commute

The U.S. Census Bureau annually reports on the number of those employed, along with the occupation and commute for any geographic area. Analyzing the employment, occupation, and commute patterns of patients served by providers is crucial because it provides critical insights into the socioeconomic conditions, health risks related to occupations, and potential barriers to accessing healthcare due to commute times. Understanding these factors allows providers to improve access to care, enhance health outcomes, and address the specific needs of its patient population. The table below presents this information in a format that is considered relevant to health care planning. In 2022, Brazoria County reported 3.1% of the population as unemployed, slightly higher than the state percentage of 2.9%. The region also indicated a larger percentage of service occupations, at 16.1%. It is important to note that service occupations often provide lower wages than that of other occupations and may not offer health benefits, which can impact one's ability to access healthcare.

2022 Employment & Occupation ⁸	Brazoria County, TX	Texas
Employment Status		
<i>Population 16 years and over</i>	301,184	23,471,441
In labor force	63.9%	65.5%
Civilian labor force	63.8%	65.0%
Employed	60.8%	62.1%
Unemployed	3.1%	2.9%
Armed Forces	0.0%	0.5%
Not in labor force	36.1%	34.5%
Occupation		
<i>Civilian employed population 16 years and over</i>	182,993	14,578,433
Management, business, science, and arts occupations	42.6%	40.6%
Service occupations	16.1%	15.7%
Sales and office occupations	19.6%	20.9%
Natural resources, construction, and maintenance occupations	9.7%	10.1%
Production, transportation, and material moving occupations	12.0%	12.7%
Commuting to Work		
<i>Workers 16 years and over</i>	179,393	14,447,795
Car, truck, or van -- drove alone	79.8%	71.2%
Car, truck, or van -- carpooled	8.3%	10.0%
Public transportation (excluding taxicab)	0.1%	0.8%
Walked	0.4%	1.5%
Other means	0.9%	1.9%
Worked from home	10.5%	14.5%
Mean travel time to work (minutes)	30.6	26.7

⁸ <https://www.census.gov/>

Education Attainment

The levels of education attainment in Brazoria County, as well as the state, are detailed below. Examining education attainment data is crucial for PCC to understand its patient population and improve health delivery and outcomes. Education levels correlate with health literacy and socioeconomic status, influencing access to healthcare and health outcomes. By analyzing education data, providers can tailor health education, and outreach efforts to meet the diverse needs of its patients. Ultimately, addressing socioeconomic barriers to care promotes healthier communities and equitable care, improving patient outcomes.

2022 Education Attainment ⁹	Brazoria County, TX		Texas	
	Total	Percent	Total	Percent
Education Attainment by Age				
<i>Population 25 years and over</i>	254,850	-	19,597,383	-
Less than 9th grade	15,746	6.2%	1,406,769	7.2%
9th to 12th grade, no diploma	13,689	5.4%	1,315,239	6.7%
High school graduate (includes equivalency)	63,468	24.9%	4,733,230	24.2%
Some college, no degree	55,702	21.9%	3,970,970	20.3%
Associate's degree	23,246	9.1%	1,519,767	7.8%
Bachelor's degree	53,685	21.1%	4,242,031	21.6%
Graduate or professional degree	29,314	11.5%	2,409,377	12.3%
High school graduate or higher	225,415	88.5%	16,875,375	86.1%
Bachelor's degree or higher	82,999	32.6%	6,651,408	33.9%
Education Attainment by Race & Hispanic or Latino Origin				
<i>White alone</i>	128,089		9,969,975	
<i>White alone, not Hispanic or Latino</i>	115,546		8,543,201	
<i>Black alone</i>	40,262		2,340,132	
<i>American Indian or Alaska Native alone</i>	-		160,937	
<i>Asian alone</i>	18,574		1,146,211	
<i>Native Hawaiian and Other Pacific Islander alone</i>	-		20,851	
<i>Some other race alone</i>	16,412		1,825,972	
<i>Two or more races</i>	50,367		4,133,305	
<i>Hispanic or Latino Origin</i>	73,074		6,977,651	

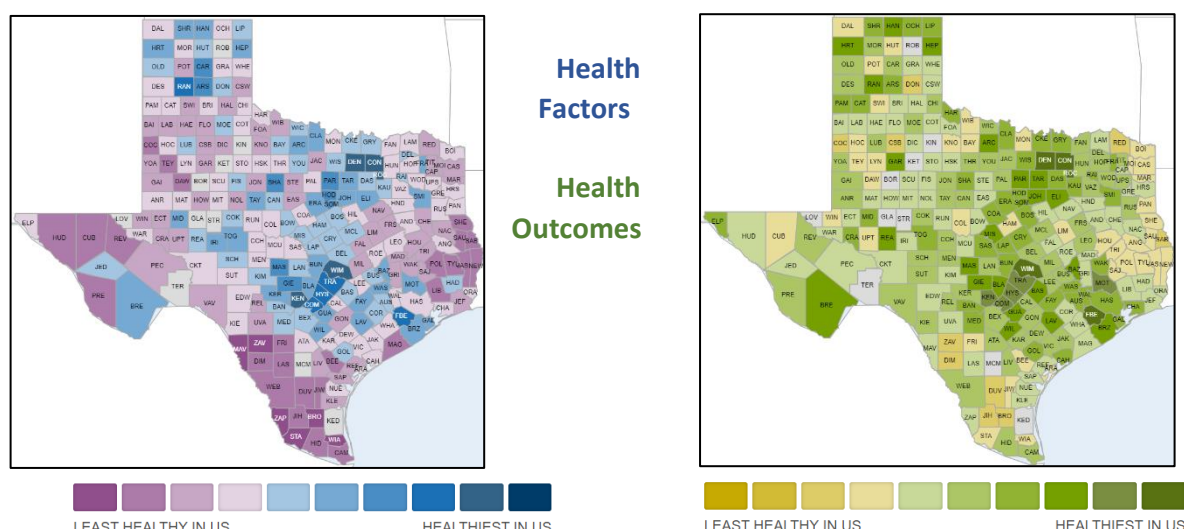
⁹ <https://www.census.gov/>

Medical Needs of Brazoria County

2024 County Health Rankings

The Robert Wood Johnson Foundation publishes the County Health Rankings, which draw from a wide variety of sources to assess and rank the quality of healthcare services across all U.S. counties. The map highlights Brazoria County's rank in terms of health outcomes and health factors, with specific health metrics detailed in the following table alongside Texas state metrics for comparison.

Health outcomes measure both the length and quality of life within a community. Health factors contributing to these rankings include health behaviors such as diet, exercise, and tobacco use; clinical care, including access to and quality of care; social and economic factors like employment, income, and education; and the physical environment, including air and water quality, housing, and transportation.



The yellow-shaded areas in the table below indicate metrics where performance is below the state average, while green shading highlights metrics where performance exceeds the state average. Brazoria County outperformed the state in areas related to home life, with fewer residents experiencing severe housing problems (12% compared to the Texas average of 17%) and fewer children living in single-parent households (20% vs. 17% for Texas). Additionally, Brazoria County's rates of HIV and sexually transmitted infections per 100,000 people were both approximately one-third lower than the state metrics.

However, the number of preventable hospital stays per 100,000 in Brazoria County was 3,725, which is 27% higher than the Texas average of 2,933. Although admission data for these stays is unavailable, the relatively high rate suggests that Brazoria County may face challenges in appropriately assessing and triaging medical crises.

Health Indicators	Brazoria County	Texas
Adult Smoking	14%	13%
Adult Obesity	38%	36%
Frequent Mental Distress	15%	14%
Severe Housing Problems	12%	17%
Children in Single-Parent Households	20%	26%
Income Inequality	4%	5%
Diabetes Prevalence	11%	11%
Drug Overdose Deaths	14	14
HIV Prevalence (cases per 100,000)	303	415
Low Birthweight	8%	8%
Sexually Transmitted Infections (cases per 100,000)	383.7	506.8
Teen Births	18	24
Uninsured	16%	20%
Preventable Hospital Stays (per 100,000)	3,725	2,933

Health Disparities

In addition to general health indicators, it's crucial to address the health and economic disparities within the community. These disparities are evident in health outcomes, with data showing that diseases affect individuals differently based on race, ethnicity, gender, and financial status. The National Institute on Minority Health and Health Disparities offers an interactive portal that uses data from public health surveillance systems to highlight these disparities. This information is available through their published reports or public-use files.¹⁰

Mortality rates and Socio-Demographic indicators from the data are illustrated below for Brazoria County, with racial subgroups of the White, Black, American Indian/Alaskan Native, Asian Pacific Islander, and Hispanic populations also demonstrated. The yellow shaded areas indicate a metric weaker than the general Brazoria County population, with green shading indicating a similar or stronger rate.

At 15.1 per 100,000 the Brazoria County suicide rate is higher than the Texas average of 13.8. The White suicide rate is significantly elevated- 21.3 vs 11.0 for Hispanics and 9.4 for Blacks.

Mortality Rates 2018-2022* (per 100,000)	Brazoria County (All Races)	Brazoria County (White)	Brazoria County (Black)	Brazoria County (American Indian/ Alaskan Native)	Brazoria County (Asian Pacific Islander)	Brazoria County Hispanic Ethnicity	Texas (all races)
Death Rate	822.7	921.8	889.8	262.0	325.4	659.5	826.1
Accidents and Adverse Effects	43.1	57.2	35.0	-	12.4	32.3	45.0
Alzheimer's Disease	47.2	52.7	60.1	-	-	31.9	41.2
Cancer	155.3	174.8	169.5	-	83.7	113.7	143.5
Cerebrovascular Disease	41.9	44.3	54.1	-	23.4	33.2	42.0
Chronic Lower Respiratory Disease	36.1	47.2	24.5	-	-	12.5	37.5
Chronic Liver Disease & Cirrhosis	12.1	15.8	-	-	-	13.6	15.5
Diabetes	18.0	15.0	32.9	-	-	25.7	25.3
Heart Disease	184.2	207.7	199.0	-	60.7	132.9	174.5
Homicide & Legal Intervention	5.3	4.7	12.5	-	-	3.7	7.2
Kidney Disease	15.5	13.6	25.5	-	-	20.1	15.9
Septicemia	14.9	15.5	25.3	-	-	12.6	12.6
Suicide & Self-Inflicted Injury	15.1	21.3	9.4	-	-	11.0	13.8

¹⁰ [Data Portal - HDPulse \(nih.gov\)](https://data.hhs.gov/nidhd/data-portal)

data for the American Indian/ Alaskan Native category is unavailable due to insufficient data

Socio-Demographics 2021* (per 100,000)	Brazoria County (All Races)	Brazoria County (White)	Brazoria County (Black)	Brazoria County (American Indian/ Alaskan Native)	Brazoria County (Asian Pacific Islander)	Brazoria County Hispanic Ethnicity	Texas (all races)
Median Household Income	\$91,972	\$91,419	\$99,025	\$100,412	-	\$79,991	73,035
Families Below Poverty	5.9	6.0	4.6	0.9	3.7	9.5	10.7
Education: Less Than High School	11.2	9.4	5.7	13.4	8.7	24.8	14.8
Education: At Least Bach. Degree	31.4	28.8	36.2	19.8	63.9	17.7	32.3

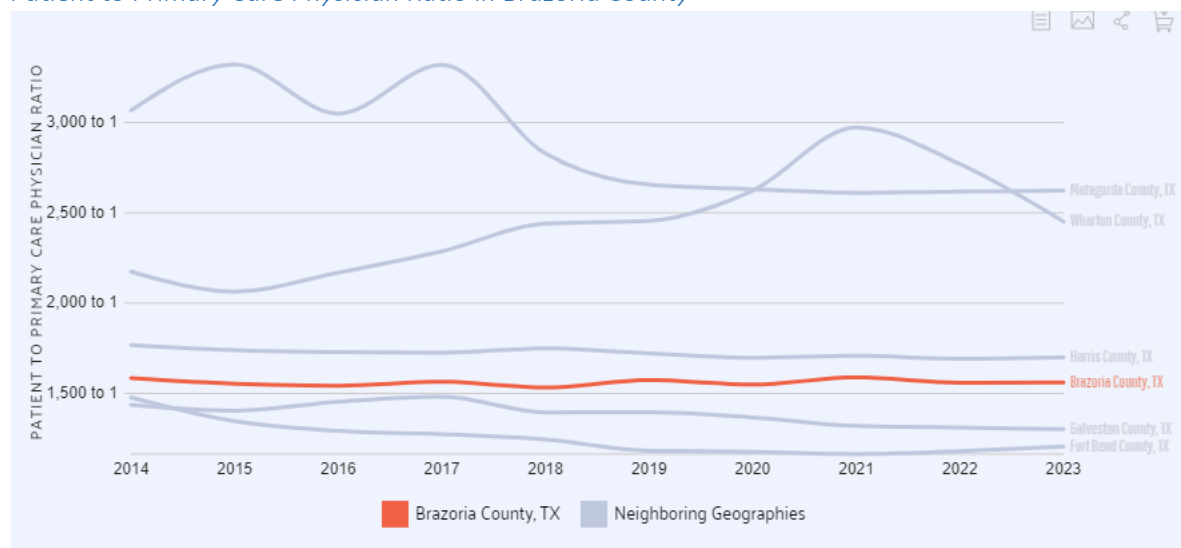
Provider Ratios

Health Professional Shortage Area (HPSA) designations identify areas in need of healthcare services, partly based on the population-to-provider ratio. The graphs below show the ratio of patients to active providers in Brazoria County and the state of Texas.

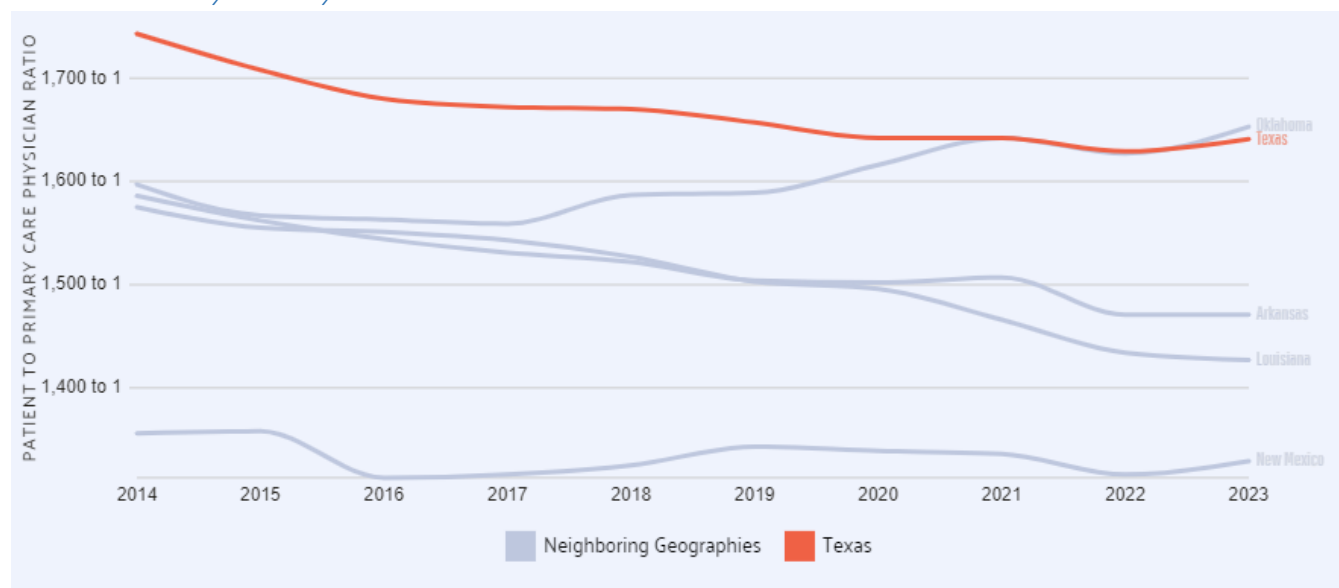
In 2023, primary care physicians in Brazoria County, TX saw an average of 1,560 patients per year. This ratio has been fairly consistent since 2014. Primary care physicians in Texas see an average of 1,641 patients per year. This ratio has declined steadily from 1,743 in 2014 to 1,641 in 2023. Furthermore, in 2023, mental health providers in Brazoria County, TX saw an average of 1,052 patients per year and mental health providers in Texas saw an average of 691 patients per year. In both regions, the mental health provider ratio dropped sharply between 2024 and 2015 but then was fairly steady – declining slightly – from 2015 through 2023.

Brazoria County's ratio of mental health providers per patient (1,052) is 52% higher than the Texas average (691), representing a much higher case load and underscoring the need for additional mental health providers in Pearland and the surrounding areas.

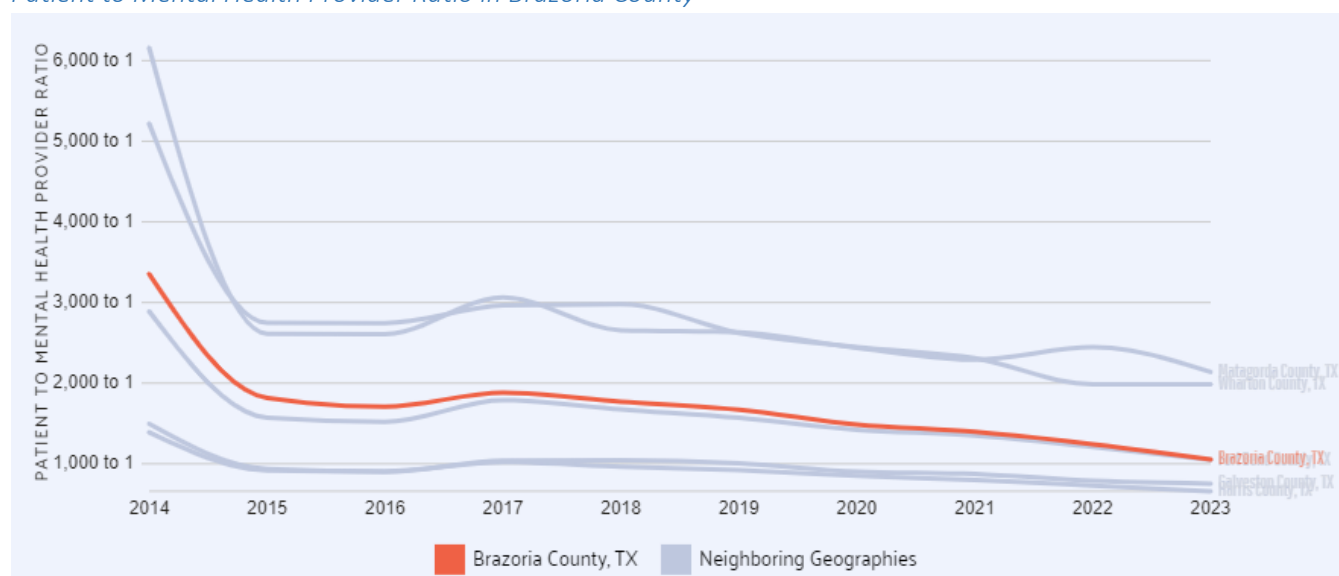
Patient to Primary Care Physician Ratio in Brazoria County



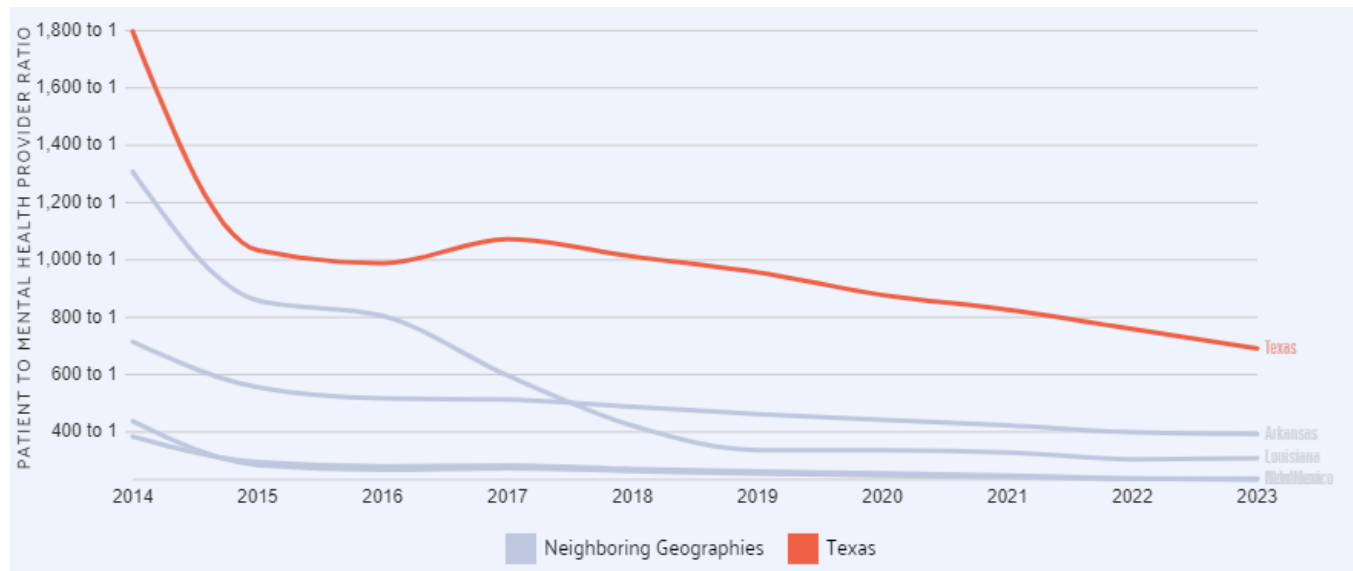
Patient to Primary Care Physician Ratio in Texas



Patient to Mental Health Provider Ratio in Brazoria County



Patient to Mental Health Provider Ratio in Texas



The number and location of potentially competing healthcare establishments are key factors to consider in a health center’s strategic planning, partnerships, and expansion efforts. The table below lists various types of healthcare providers in Brazoria County, showing the ratio of providers per 100,000 residents, with Texas metrics included for comparison. This information helps identify potential needs for primary care, specialty care, and social services based on population density.

In 2021, Brazoria County had 32 Offices of Mental Health Practitioners, equating to 8.3 offices per 100,000 residents. **This is just a quarter of the state ratio of 33.7, highlighting the significant shortage of mental health services in the county.**

Table: Brazoria County Health Care Establishments

Healthcare Establishments ¹¹ 2021	Brazoria County Establishments	Brazoria County Ratio per 100,000	Texas Establishments	Texas Ratio per 100,000
Offices of Physicians	471	122.4	86,216	288.0
Offices of Dentists	290	75.3	47,366	158.2
Offices of Mental Health Practitioners	32	8.3	10,081	33.7
Offices of Chiropractors	53	13.8	10,240	34.2
Offices of Optometrists	82	21.3	8,523	28.5

¹¹ www.census.gov

Healthcare Establishments ¹² 2021	Brazoria County Establishments	Brazoria County Ratio per 100,000	Brazoria County Ratio per 100,000	Texas Ratio per 100,000
Outpatient Care Centers	127	33.0	18,077	60.4
Medical and Diagnostic Labs	35	9.1	7,257	24.2
Home Healthcare Services	77	20.0	17,536	58.6
Other Ambulatory Health Care Services	32	8.3	6,511	21.7
General Medical & Surgical Hospitals	4	1.0	1,915	6.4
Nursing Care Facilities (Skilled Nursing Facilities)	27	7.0	6,227	20.8
Res. Intellectual & Dev. Disability, Mntl. Health, Subs. Abuse	55	14.3	7,099	23.7
Continuing Care Retirement/ Assisted Living	16	4.2	5,240	17.5
Community Food & Housing	12	3.1	3,857	12.9
Individual and Family Services	142	36.9	20,090	67.1
Child Day Care Services	204	53.0	23,784	79.4

Outpatient services in Brazoria County are projected to see substantial growth over the next decade, with many areas expanding rapidly due to population and market changes.

- **Hospital Outpatient Department** visits are expected to rise by **39.8%** by 2033, growing from **320,370 in 2023 to 447,831**.
- **Emergency Department** visits will increase by **34.6%**, reaching **179,569** by 2033.
- **Ambulatory Surgery** will see a **41.4%** growth, with **455,488 procedures** projected in 2033.
- **Endoscopy services** will grow by **42.5%**, and **Oncology Centers** by **39.8%**.
- **Physical Therapy** services are expected to rise **56.1%**, and **Office/Clinic** visits by **44.7%** by 2033.

Diagnostic services like **lab work** and **independent testing** will also expand, with lab services projected to increase by **52.7%**. Notably, the **Other** category, including specialized services, will see a **100.3%** surge, reflecting the growing demand for niche healthcare needs.

This rapid growth underscores the shift towards outpatient and specialized care in Brazoria County.

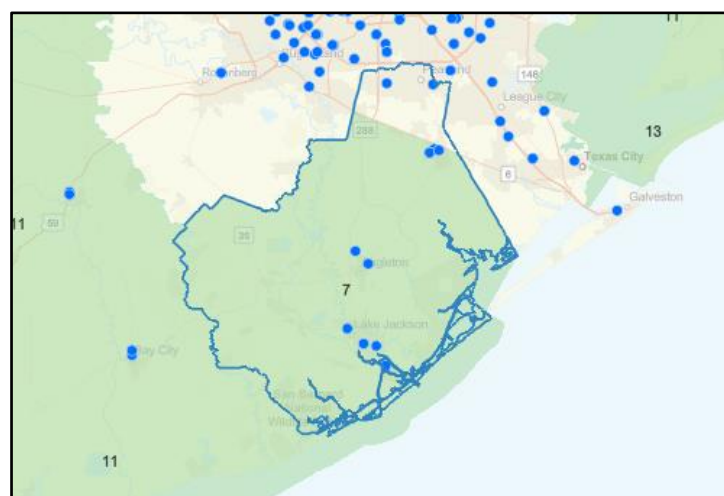
¹² www.census.gov

Table: Current and Projected Outpatient Services in Brazoria County, Texas

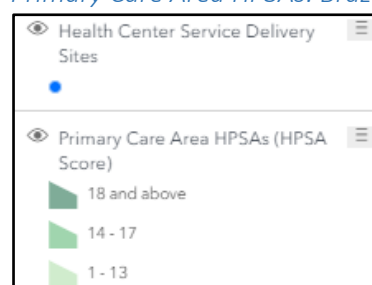
Site of Care - OUTPATIENT	2023 Volume	2028 Volume	2033 Volume	5 Yr Growth	10 Yr Growth
Hospital Outpatient Department	320,370	378,441	447,831	18.1%	39.8%
Emergency Department	133,447	152,371	179,569	14.2%	34.6%
Ambulatory Surgery	322,077	385,221	455,488	19.6%	41.4%
Endoscopy	46,749	56,445	66,630	20.7%	42.5%
Oncology Center	141,977	169,740	198,554	19.6%	39.8%
Sleep Studies	24,682	29,587	34,607	19.9%	40.2%
Independent Diagnostic Testing Facility	123,003	148,681	174,663	20.9%	42.0%
Physical Therapy	185,474	229,773	289,542	23.9%	56.1%
Office/Clinic	1,415,807	1,718,668	2,048,444	21.4%	44.7%
Lab	303,552	380,838	463,614	25.5%	52.7%
Other	81,838	119,076	163,900	45.5%	100.3%

Health Professional Shortage Areas

HRSA's Health Professional Shortage Area (HPSA) designations offer another way to examine and compare states, counties, and municipalities.¹³ HPSA designations identify areas and population groups in the U.S. that face a shortage of health professionals. This method assesses the number of providers and resources available to both the general and low-income populations. HPSAs are scored on a scale from 1 to 18+, with 1 indicating little to no need for additional professionals and 18+ signifying high need or an underserved area. HRSA assigns scores for Primary Care, Dental, and Mental Health based on a complex provider-to-resident ratio. These scores enable comparisons across regions and help identify areas with higher needs, making them eligible for programs targeting health disparities.



Primary Care Area HPSAs: Brazoria County, TX

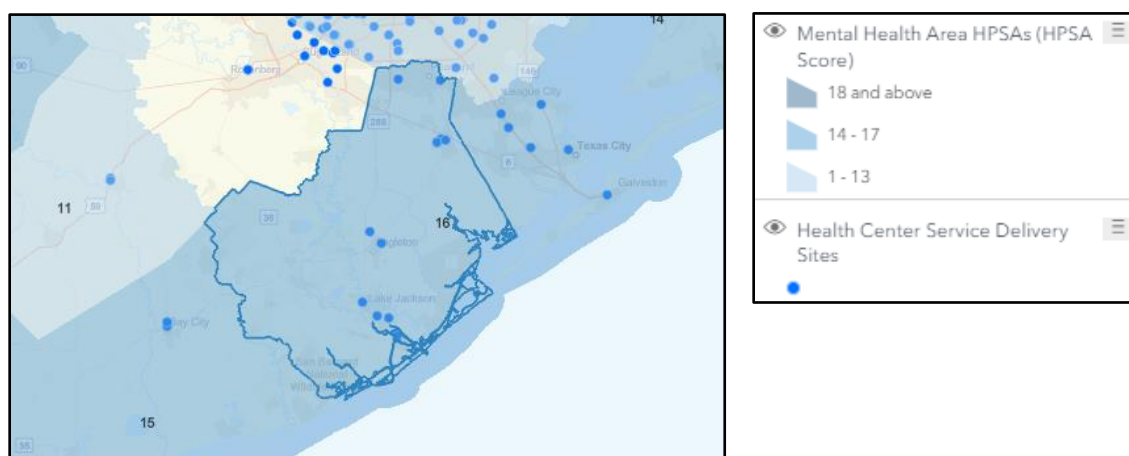


¹³ <http://www.hrsa.gov/shortage/>

The majority of Brazoria County is classified as a Primary Care Health Professional Shortage Area (HPSA) with a relatively low score of 7. However, the northern part of the county, around Pearland, is not in a Primary Care HPSA, indicating that access to primary care providers is generally not a major concern for the county.

In contrast, there is a much greater need for mental health professionals. All of Brazoria County is designated as a Mental Health Professional Shortage Area with a score of 16, the second highest along the Texas Gulf Coast, surpassed only by a region near Port O'Connor, which has a score of 17.

Mental Health Area HPSAs: Brazoria County, TX



Mental Health Care Health Professional Shortage Areas (HPSAs), September 2022		
	Percent of Need Met	Practitioners Needed to Remove HPSA Designation
United States	27.7%	7,871
Texas	32.5%	702
NOTE: Percent of need met is defined as the ratio of available psychiatrists to the number needed to eliminate the HPSA designation. Calculations are based on the number of psychiatrists and do not generally include other mental health care professionals.		
SOURCE: Bureau of Health Workforce, Health Resources and Services Administration, Designated Health Professional Shortage Areas Statistics: Designated HPSA Quarterly Summary , as of September 30, 2022.		

Behavioral Health Landscape

The previous sections have explored the demographic and medical background of Brazoria County. As mentioned, it is important information for policymakers as they decide how to respond to the crisis and allocate resources. This section, however, directly addresses the issue at hand- the behavioral health needs of Brazoria County.

According to the American Hospital Association, “Behavioral health disorders include both mental illness and substance use disorders. Mental illnesses are specific, diagnosable disorders characterized by intense alterations in thinking, mood and/or behavior over time. Substance use disorders are conditions resulting from the inappropriate use of alcohol or drugs, including medications. Persons with behavioral health care needs may suffer from either or both types of conditions as well as physical co-morbidities.”

Brazoria County is facing a significant mental health and substance use crisis, with alarming trends that are straining local health systems. Most critically, the county has **zero psychiatric inpatient beds**, severely limiting its ability to address acute mental health crises and forcing many patients to seek care outside the county.

The demand for mental health services is projected to grow substantially. In 2023, Brazoria County saw 164,086 psychiatric service visits, and this number is expected to increase to 212,390 by 2028—a **29.4% rise** over five years. By 2033, the projected volume will reach 245,337, marking **49.5% growth** over the next decade, with a **compound annual growth rate (CAGR) of 5.3%**. This rapid increase in demand underscores the urgent need for expanded mental health infrastructure.

State and national statistics reflect similarly troubling trends:

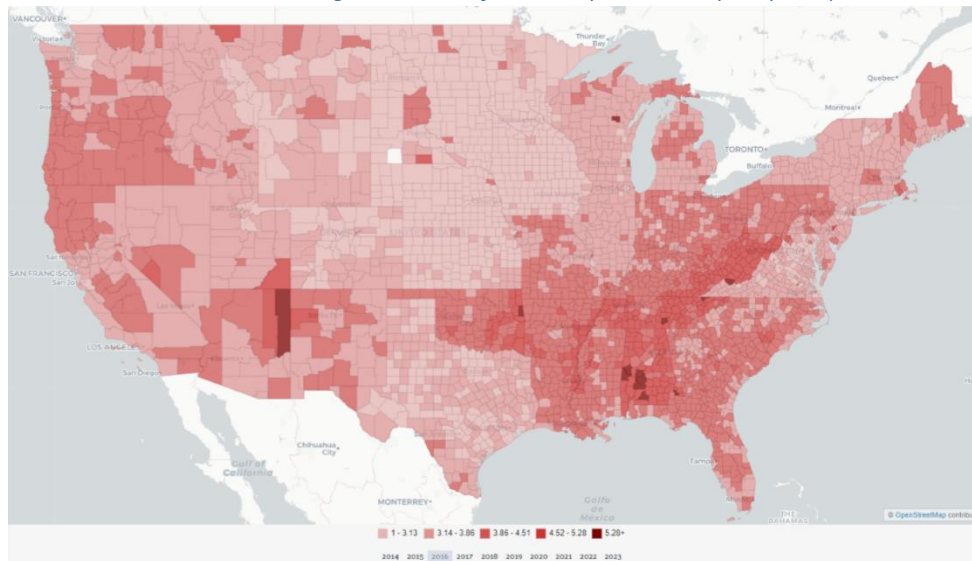
- **Suicide Rate:** The county’s suicide rate stands at **15.1 per 100,000**, above the Texas average of 13.8. While this may seem like a small difference, Brazoria County ranks **12th in Texas for fastest-growing suicide rates**, highlighting the urgency of the issue.
- **Mental Health Indicators:** Between 2014 and 2023, the county saw a **57% increase in poor mental health days** and a **90% rise in fatal opioid overdoses**, coinciding with the introduction of fentanyl in 2019. Additionally, binge drinking rates nearly doubled during this period.
- **National Context:** In the U.S., **18.4% of adults have been diagnosed with depression**, with Texas slightly below at **17.7%**. Youth mental health is particularly alarming, as one in three high school girls nationwide has considered suicide, and over half report persistent sadness or hopelessness.

These trends in Brazoria County mirror national challenges exacerbated by the COVID-19 pandemic, which significantly increased rates of depression, anxiety, and substance use disorders. The rising demand for psychiatric services, coupled with limited resources, paints a troubling picture of a healthcare system that is overwhelmed and ill-equipped to handle the escalating crisis.

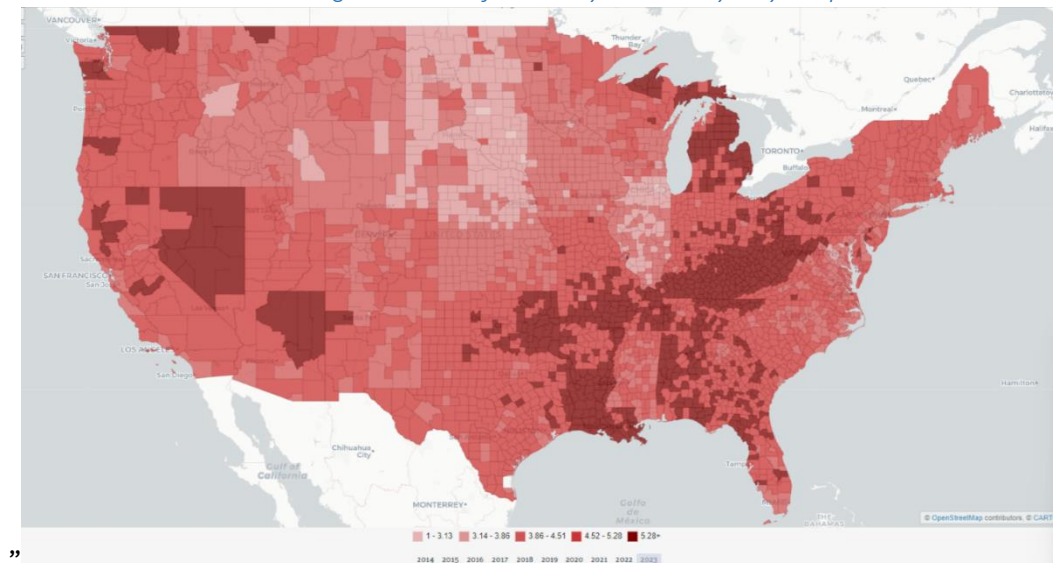
National and State Behavioral Health Context

According to the Council of Economic Advisors, the mental health crisis in the U.S., worsened by the COVID-19 pandemic, has significant emotional, social, and economic consequences. Untreated mental health disorders affect individual well-being and carry high economic costs due to lower educational outcomes, decreased workforce participation, and increased reliance on public programs. The pandemic exacerbated conditions such as depression, anxiety, and substance use disorders. The maps below, the first from 2016, the second from 2023, show just how much mental health has deteriorated in the country in the past eight years.

2016 National Data: “Average Number of Mentally Unhealthy Days Reported in Past 30 Days (age-adjusted)”

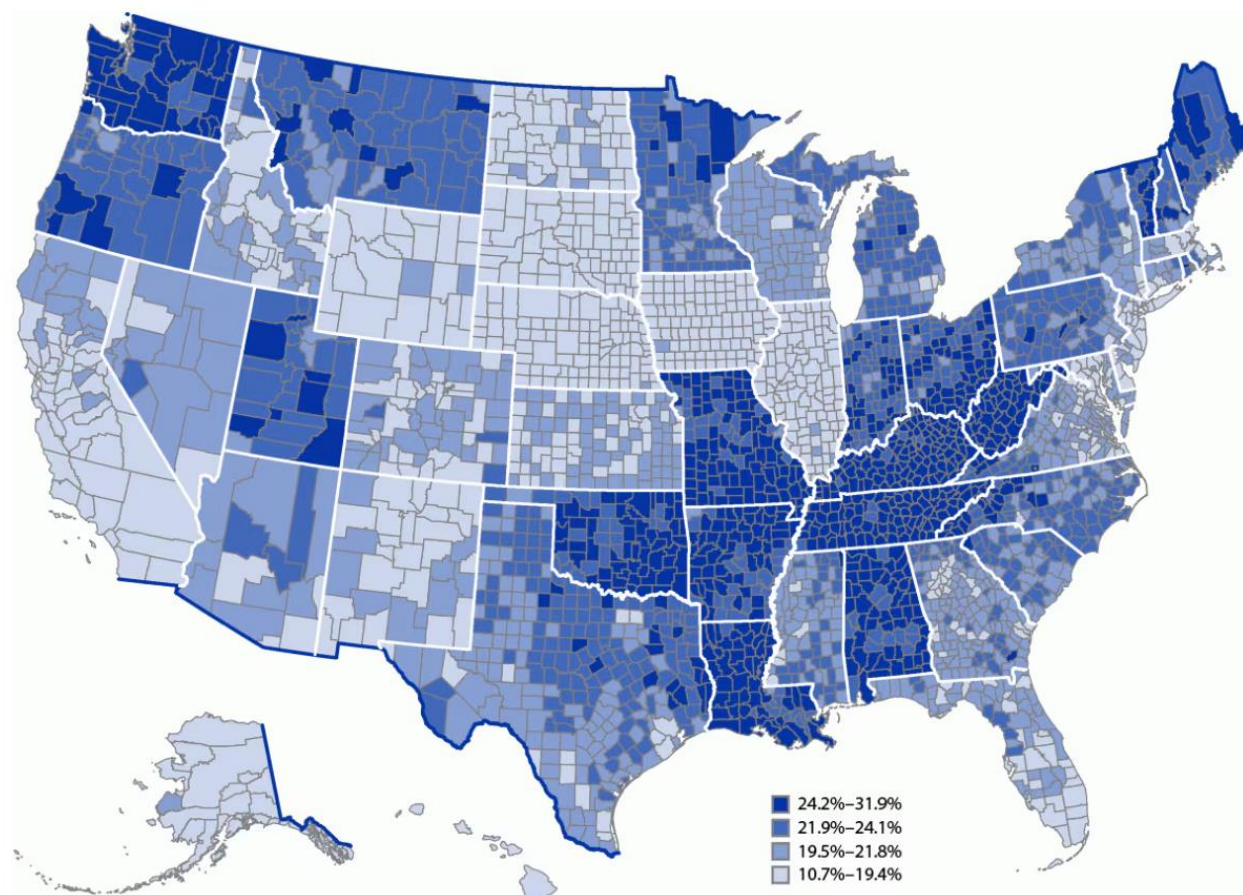


2023 National Data: “Average Number of Mentally Unhealthy Days Reported in Past 30 Days (age-adjusted)”



National and State Depression and Suicide Trends

FIGURE. Model-based age-standardized* county estimates of the percentage† of adults aged ≥18 years self-reporting a lifetime diagnosis of depression§ — Behavioral Risk Factor Surveillance System, United States, 2020



Depression has emerged as a significant contributor to mortality, disability, and economic burdens in the United States. Recognizing the gravity of the situation, experts suggest that this data should guide decision-makers in prioritizing health planning and implementing interventions, especially in areas plagued by substantial gaps or inequities.

18.4% of adults in the United States have been diagnosed with depression. Texas is just slightly below that, at 17.7%.

Table: Depression Among Adults in Texas

State	Sample size	Unweighted no. with depression	Weighted [†] no. with depression (thousands)	Prevalence [†] % (95% CI)	Age-standardized prevalence [§] % (95% CI)
Texas	10,968	2,215	3,881	17.7 (16.4–19.1)	17.5 (16.2–18.9)

Both nationally and in Texas, youth are among the most vulnerable. In 2023, a survey conducted by the Centers for Disease Control and Prevention (CDC) shed light on a deepening crisis in teen mental health. The findings were particularly alarming for teenage girls. Approximately one in three high school girls in the U.S. reported having seriously considered attempting suicide. Even more concerning, over half—57%—expressed feelings of persistent sadness or hopelessness, marking a record high in such reports.

The crisis extends beyond feelings of despair to tangible increases in suicide rates among young people. In 2021, suicide became the second leading cause of death for Americans aged 10 to 24. This age group witnessed a staggering 62% increase in suicide rates from 2007 to 2021, with the numbers climbing from 6.8 to 11 deaths per 100,000 people.

Young adults between the ages of 20 and 24 experienced the most pronounced surge. From 2020 to 2021 alone, the suicide rate in this group jumped from 17.8 to 19.4 deaths per 100,000 people, surpassing the homicide rate for the same demographic. Older teenagers, those aged 15 to 19, saw a 57% increase in suicide rates from 2009 to 2017, rising from 7.5 to 11.8 deaths per 100,000. This rate remained stable through 2021.

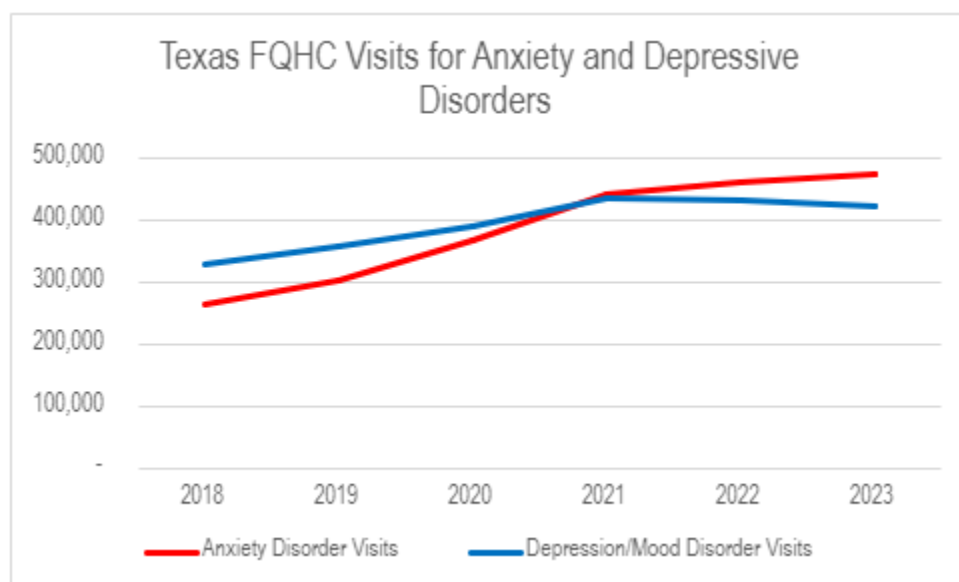
These unsettling trends highlight an urgent need for enhanced mental health support and resources, particularly for young people. Addressing this escalating crisis will require comprehensive efforts to implement effective interventions and to bridge the disparities contributing to these alarming statistics.

Texas Patient Visits for Mental Health Disorders

Understanding the top diagnosis codes in ambulatory care setting is helpful in considering highest needs. While obtaining national data across thousands of health care organizations is daunting, standardized data is available via HRSA's Uniform Data System. Below is a chart of Texas FQHC's most common reasons for visits from 2019–2023. **Remarkably, both Anxiety and Depression show up in the top seven diagnosis consistently across all 5 years.**

Table: Texas FQHCs Top Reasons by Visits 2019-2023

2019				2020				2021			
Reason	Visits	Patients	Utilization	Reason	Visits	Patients	Utilization	Reason	Visits	Patients	Utilization
Overweight and Obesity	797,628	390,537	2.0	Overweight and Obesity	731,344	391,280	1.9	Overweight and Obesity	868,595	455,234	1.9
Hypertension	710,245	286,934	2.5	Hypertension	702,066	292,665	2.4	Hypertension	784,073	318,809	2.5
Diabetes	514,189	173,398	3.0	Diabetes	505,019	174,356	2.9	Diabetes	564,555	191,056	3.0
Health Supervision of Infant/Child	429,876	266,050	1.6	Health Supervision of Infant/Child	438,777	260,102	1.7	Health Supervision of Infant/Child	528,692	309,981	1.7
Depression and other Mood Disorders	356,876	121,770	2.9	Depression and other Mood Disorders	390,949	118,842	3.3	Coronavirus Vaccine	492,424	273,032	1.8
Selected Immunizations	338,487	248,211	1.4	Anxiety Disorders	366,960	114,681	3.2	Anxiety Disorders	442,076	135,503	3.3
Anxiety Disorders	303,666	105,697	2.9	Seasonal Flu Vaccine	312,082	284,841	1.1	Depression and other Mood Disorders	436,654	127,357	3.4
2022				2023							
Reason	Visits	Patients	Utilization	Reason	Visits	Patients	Utilization				
Overweight and Obesity	933,581	498,731	1.9	Overweight and Obesity	1,019,694	524,273	1.9				
Hypertension	779,953	320,574	2.4	Hypertension	806,459	326,442	2.5				
Diabetes	570,905	194,695	2.9	Diabetes	626,627	208,318	3.0				
Health Supervision of Infant/Child	541,325	334,072	1.6	Health Supervision of Infant/Child	588,777	359,056	1.6				
Anxiety Disorders	462,469	145,220	3.2	Anxiety Disorders	474,099	151,349	3.1				
Depression and other Mood Disorders	431,258	131,052	3.3	Depression and other Mood Disorders	423,638	131,623	3.2				
Selected Immunizations	344,710	246,441	1.4	Selected Immunizations	393,013	271,101	1.4				



We are using Texas FQHC data as a proxy to understand patient and provider experiences, as FQHCs offer the most comprehensive publicly available data. Private for-profit and non-profit data are often limited due to reporting restrictions and privacy laws.

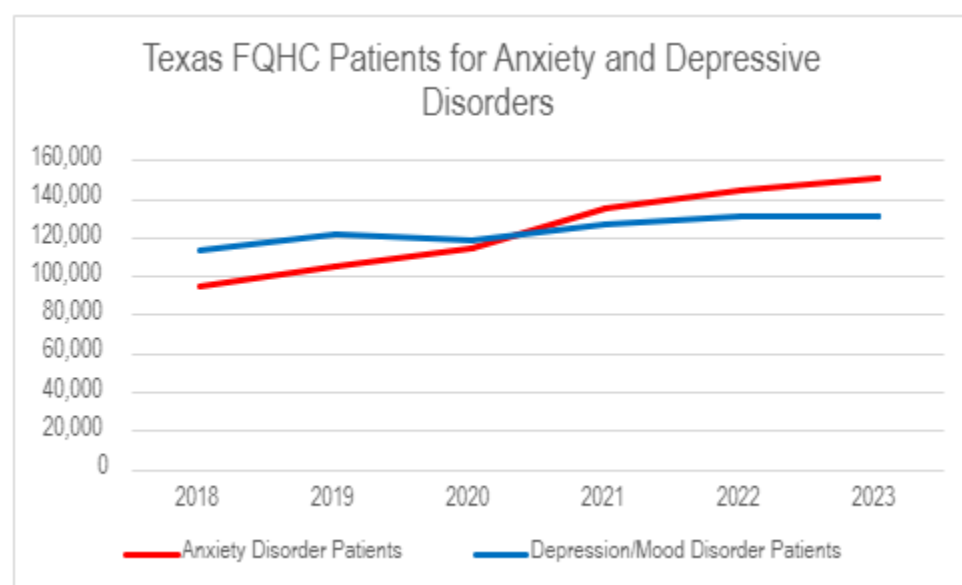
Between 2019 and 2023, the top reasons for patient visits to Texas Federally Qualified Health Centers (serving primarily low-income populations) were consistently related to **overweight/obesity, hypertension, diabetes, and health supervision of infants/children**. While these are expected findings, one surprising trend that warrants greater emphasis is the significant rise in mental health conditions, particularly depression and anxiety.

Depression and other mood disorders, anxiety disorders, and vaccine/immunization visits ranked 5th to 7th during this period. Visits for **depression and mood disorders** increased by **29%**, from 328,343 in 2018 to 423,638 in 2023, with utilization rising from 2.9 to 3.2 visits per patient. **Anxiety disorder visits** surged even more dramatically, increasing by **80%**, from 263,898 to 474,099, with utilization growing from 2.9 to 3.1 visits per patient. This notable growth in mental health visits highlights an urgent need to address the rising prevalence of depression and anxiety in these populations.

Table: Texas FQHCs Top Reasons by Patients 2019-2023

2019				2020				2021			
Reason	Visits	Patients	Utilization	Reason	Visits	Patients	Utilization	Reason	Visits	Patients	Utilization
Overweight and Obesity	797,628	390,537	2.0	Overweight and Obesity	731,344	391,280	1.9	Overweight and Obesity	868,595	455,234	1.9
Hypertension	710,245	286,934	2.5	Hypertension	702,066	292,665	2.4	Hypertension	784,073	318,809	2.5
Seasonal Flu Vaccine	293,288	270,756	1.1	Seasonal Flu Vaccine	312,082	284,841	1.1	Health Supervision of Infant/	528,692	309,981	1.7
Health Supervision of Infant/Child	429,876	266,050	1.6	Health Supervision of Infant/Child	438,777	260,102	1.7	Coronavirus Vaccine	492,424	273,032	1.8
Selected Immunizations	338,487	248,211	1.4	Selected Immunizations	304,907	220,913	1.4	Seasonal Flu Vaccine	292,626	270,337	1.1
Oral Exams	234,144	178,540	1.3	Novel Coronavirus Diagnostic Test	256,433	204,825	1.3	Selected Immunizations	323,521	234,733	1.4
Diabetes	514,189	173,398	3.0	Diabetes	505,019	174,356	2.9	Novel Coronavirus Diagnosti	333,247	234,678	1.4

2022				2023			
Reason	Visits	Patients	Utilization	Reason	Visits	Patients	Utilization
Overweight and Obesity	933,581	498,731	1.9	Overweight and Obesity	1,019,694	524,273	1.9
Health Supervision of Infant/Child	541,325	334,072	1.6	Health Supervision of Infant/Child	588,777	359,056	1.6
Hypertension	779,953	320,574	2.4	Hypertension	806,459	326,442	2.5
Seasonal Flu Vaccine	308,868	283,191	1.1	Seasonal Flu Vaccine	295,740	272,908	1.1
HIV Test	292,524	247,157	1.2	Selected Immunizations	393,013	271,101	1.4
Selected Immunizations	344,710	246,441	1.4	HIV Test	328,644	258,968	1.3
Novel Coronavirus Diagnostic Test	285,264	209,575	1.4	Diabetes	626,627	208,318	3.0



Similar to data by visits, between 2019 and 2023, the most common reason for patient visits was consistently related to **overweight and obesity concerns**. Other frequent reasons for visits included **health supervision of infants/children**, **hypertension**, and the **seasonal flu vaccine**, which typically ranked 2nd to 4th. However, in 2021, **coronavirus vaccines** surpassed the seasonal flu vaccine in the rankings.

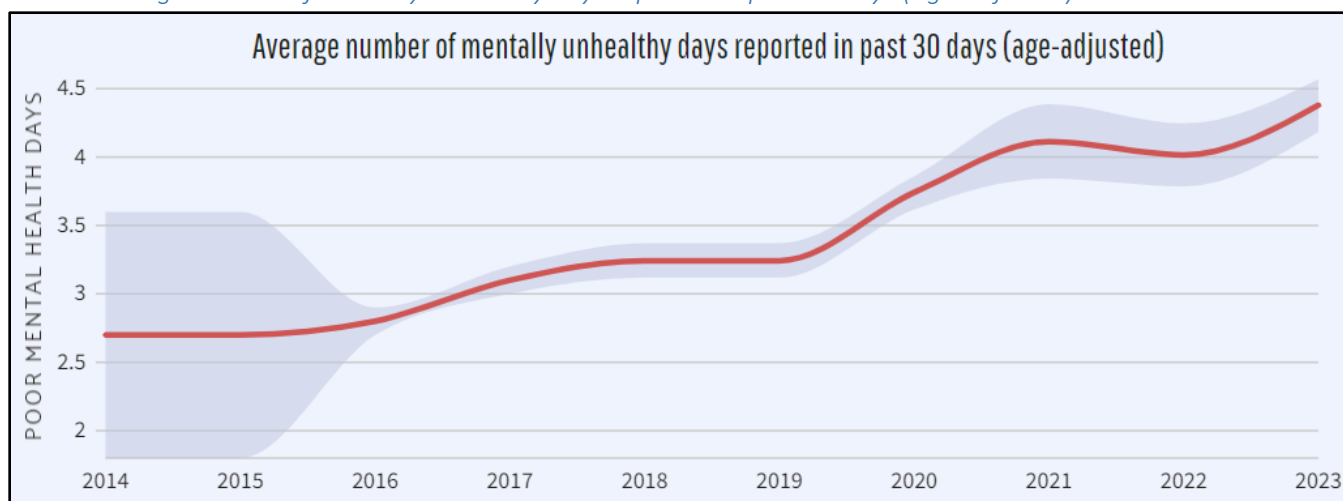
From 2018 to 2023, the number of patients treated for **depression and other mood disorders** rose by **16%**, increasing from **113,655 to 131,623**. During the same period, patients seeking care for **anxiety disorders** grew significantly, rising by **60%**, from **94,768 to 151,349**.

Brazoria County Mental Health and Substance Use Data Trends

Poor Mental Health Days: Brazoria County

The following chart illustrates the trend of poor mental health days reported within the past 30 days in Brazoria County, Texas from 2014 to 2023. Throughout the review period, the days of poor mental health within the last 30 days reported a rapid rise, from about 2.8 days in 2016 to 4.4 in 2023, **an increase of 57%**. One of the sharpest increases in Poor Mental Health Days was between 2019 (3.2) and 2021 (4.1), a 28% increase over a two year period which may have been partially caused by feelings of stress and anxiety associated with the COVID-19 pandemic¹⁴.

Table: Average number of mentally unhealthy days reported in past 30 days (age-adjusted)¹⁵



Year	Texas	Brazoria County
2024	4.6	4.6
2023	4.2	4.4
2022	3.9	4.0
2021	3.8	4.1
2020	3.8	3.7
2019	3.4	3.2

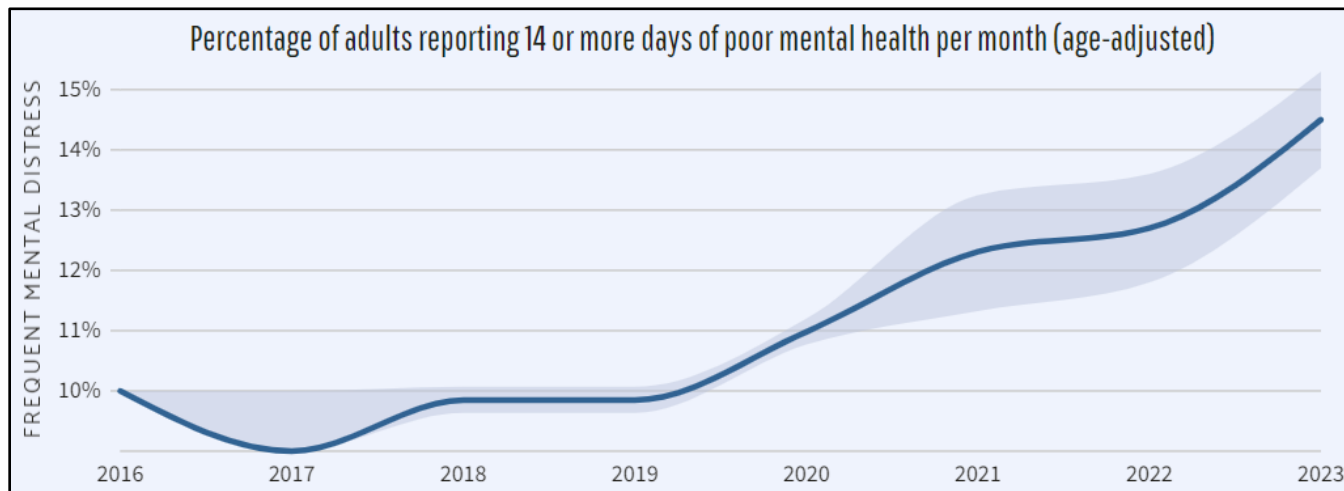
Frequent Mental Distress: Brazoria County

The chart below illustrates the trend of frequent mental distress in Brazoria County, Texas, from 2016 to 2023. Frequent mental distress is defined as the percentage of adults reporting 14 or more days of poor mental health

¹⁴ https://datausa.io/profile/geo/brazoria-county-tx?accessCareOptions=indicator_7&alcoholDrugsTobaccoOptions=indicator_9&healthBehaviorsOptions=alcoholDrugsTobaccoOption&healthOutcomesOptions=qualityOfLife&provider-clinician_patient_ratio=provider3&qualityOfLife=indicator_7#health

¹⁵ <https://www.countyhealthrankings.org/health-data/health-outcomes/quality-of-life/poor-mental-health-days?year=2019&state=48&tab=1>

per month (age-adjusted). This rate has risen from 9% in 2017 to nearly 15% in 2023, reflecting **an increase of almost 67%**.



Suicide Rate

The suicide rate in Brazoria County stands at **15.1** per 100,000, higher than the Texas average of **13.8** per 100,000. Although this may not seem like a significant difference, the county's suicide rate is increasing rapidly, currently ranking **12th among Texas counties in terms of growth**.

Substance Use

Opioid Use and Fatalities

While Texas has lower rates of oxycodone use compared to other states—3.1 kilograms per 100,000 people compared to the U.S. average of 8.9 kilograms—the opioid overdose rate in Brazoria County was **11.6 per 100,000 in 2022**. This is slightly higher than Texas' rate of 10.3, though lower than the national rate of 24.4. However, similar to the county's mental health statistics, the trend, rather than the current number, is alarming: in 2019, the fatal overdose rate rose from an estimated between 6.1-8 per 100,000, representing up to a 90% increase over the past five years. Each year, around **45 people die from opioid overdoses in the county**. This sustained rise, especially following the introduction of fentanyl into the drug supply in 2019, signals an urgent need for action to prevent Brazoria from reaching the overdose rates seen in other parts of the country.

It is very difficult to obtain accurate data on fentanyl use, as many cases go unreported. The most reliable data comes from fatal overdoses, which are almost always reported. Brazoria County has a population of 384,941, with an opioid overdose rate of 11.6 per 100,000 residents and a fentanyl and synthetic opioid death rate of 9.5 per 100,000. From these figures, we can approximate the number of fentanyl users.

Nationally, there are 686,000 fentanyl users¹⁶, and applying a multiplier of 4.49 to adjust for undercounting¹⁷ results in an estimated 3,080,140 fentanyl users nationwide. In 2022, the national fatal overdose rate for fentanyl was 73,838 deaths, giving a ratio of approximately 41.7 users for every fentanyl overdose death. Using this ratio and Brazoria County's fentanyl death rate of 9.5 per 100,000 residents, we estimate there are 396 fentanyl users per 100,000 people in the county. Multiplying this by the county's total population suggests there are approximately **1,525 fentanyl users** in Brazoria County.

For non-fentanyl opioid use disorder (OUD), the national rate is estimated at 2.72% of the population¹⁸. However, due to the lower number of oxycodone prescriptions in Texas, Brazoria County's OUD rate is estimated to be 34.8% of the national rate. This equates to approximately 0.95% of the county's population, or about **3,645** people, having OUD. If non-fentanyl users are undercounted at the same rate as fentanyl opioid users, however, the total number of people with OUD in Brazoria County could be as high as **16,369**.

These numbers are our best estimates, but the data clearly indicates a rising trend in opioid use. A significant number of non-fentanyl opioid users are also at risk of unintentionally using fentanyl or escalating their substance use to include illegally produced fentanyl. **It is crucial to identify and provide treatment for all individuals with opioid use disorder to prevent the crisis from worsening.**

Drug Poisoning/Overdose Deaths: Brazoria County

The chart below illustrates the trend in drug poisoning deaths per 100,000 in Brazoria County, Texas, from 2014 to 2023. There was a decline in these deaths from 2015 (11 deaths per 100,000) to 2018 (8 deaths per 100,000). However, the **introduction of fentanyl in 2019** has reversed this trend. Between 2018 and 2023 drug poisoning deaths per 100,000 in Brazoria County increased 38% from 8 to nearly 11. If Texas, including Brazoria County, follows national patterns—given Texas has historically trailed behind in drug trends—**this number is expected to rise significantly over the next decade.**

¹⁶ National Survey on Drug Use and Health (NSDUH) data

<https://www.samhsa.gov/data/sites/default/files/reports/rpt42728/NSDUHDetailedTabs2022/NSDUHDetailedTabs2022/NSDUHDetTabsSect1pe2022.htm>

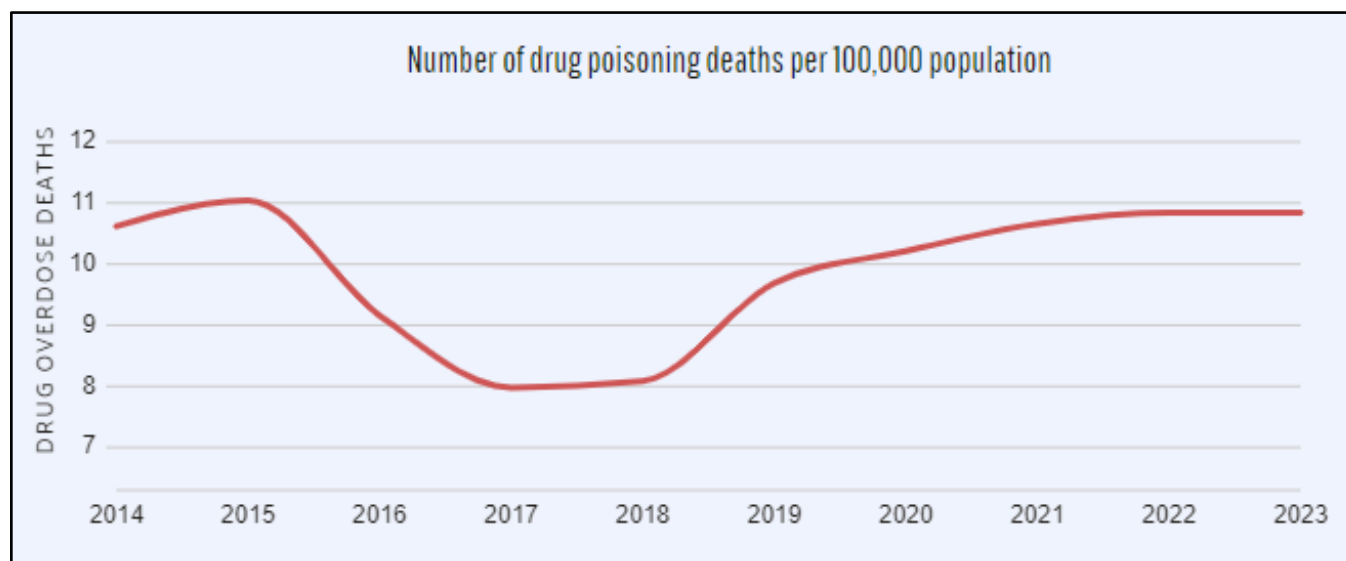
¹⁷ Several studies estimate that opioid use disorder among marginalized populations is undercounted. A standard correction factor of 4.49 has been suggested. For more information, refer to these sources: [1](#), [2](#), [3](#).

¹⁸ Determined by dividing US data found at

https://datacommons.org/place/country/USA?utm_medium=explore&mprop=count&popt=Person&hl=en

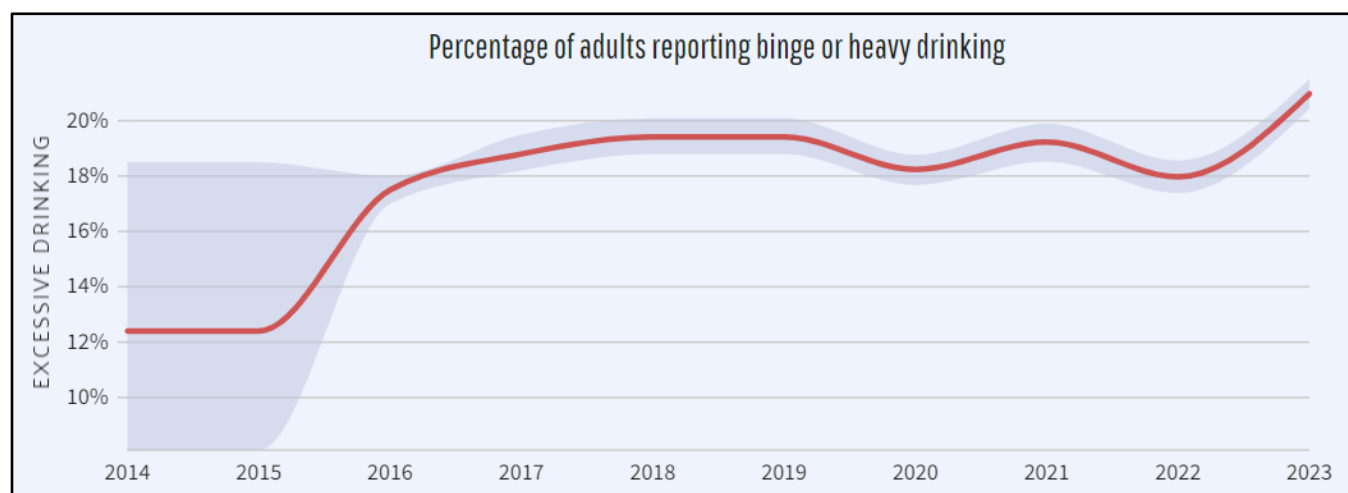
By national survey National Survey on Drug Use and Health (NSDUH) data

<https://www.samhsa.gov/data/sites/default/files/reports/rpt42728/NSDUHDetailedTabs2022/NSDUHDetailedTabs2022/NSDUHDetTabsSect1pe2022.htm>



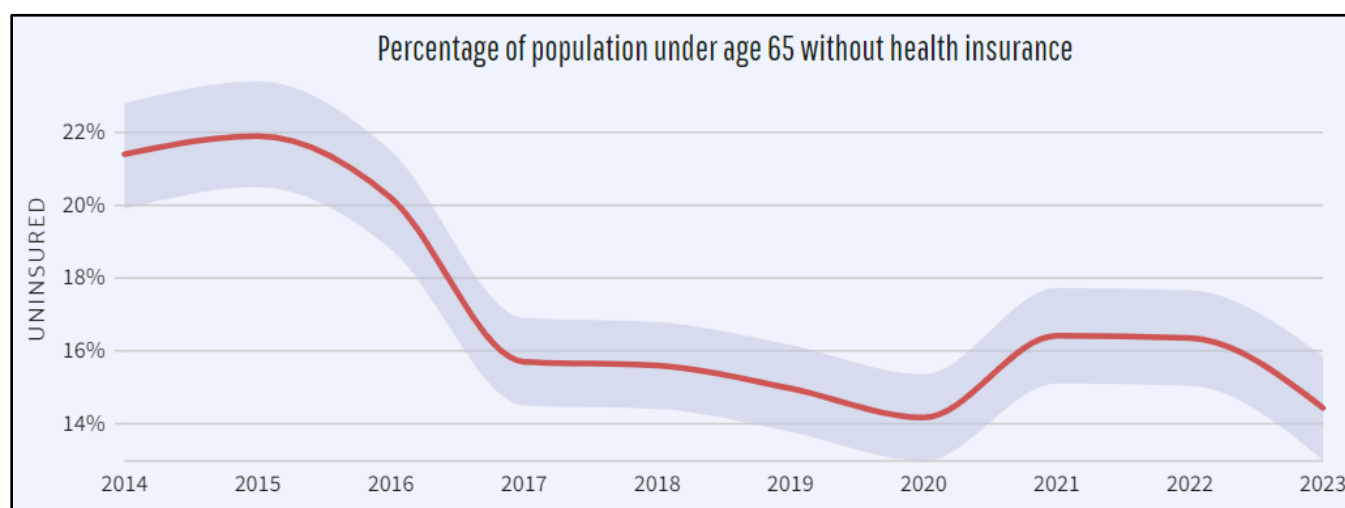
Excessive Drinking: Brazoria County

The chart below illustrates the trend in the percentage of adults reporting binge or heavy drinking in Brazoria County, Texas, from 2014 to 2023. **The rate has increased significantly, rising from 12% in 2014 to 21% in 2023.** Notable spikes occurred between 2015-2016 and 2022-2023. If this trend continues, we anticipate a rise in alcohol-related issues in the county, including increased **drunk driving incidents, higher rates of assaults, family breakdowns**, and workforce challenges leading to **lower employment rates**.

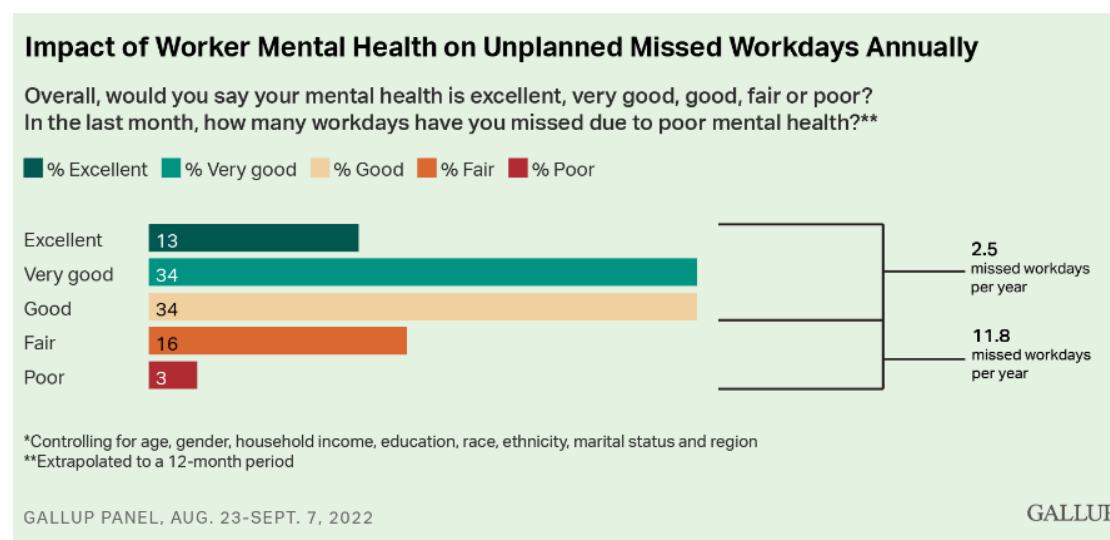


Access to Care Data Trends

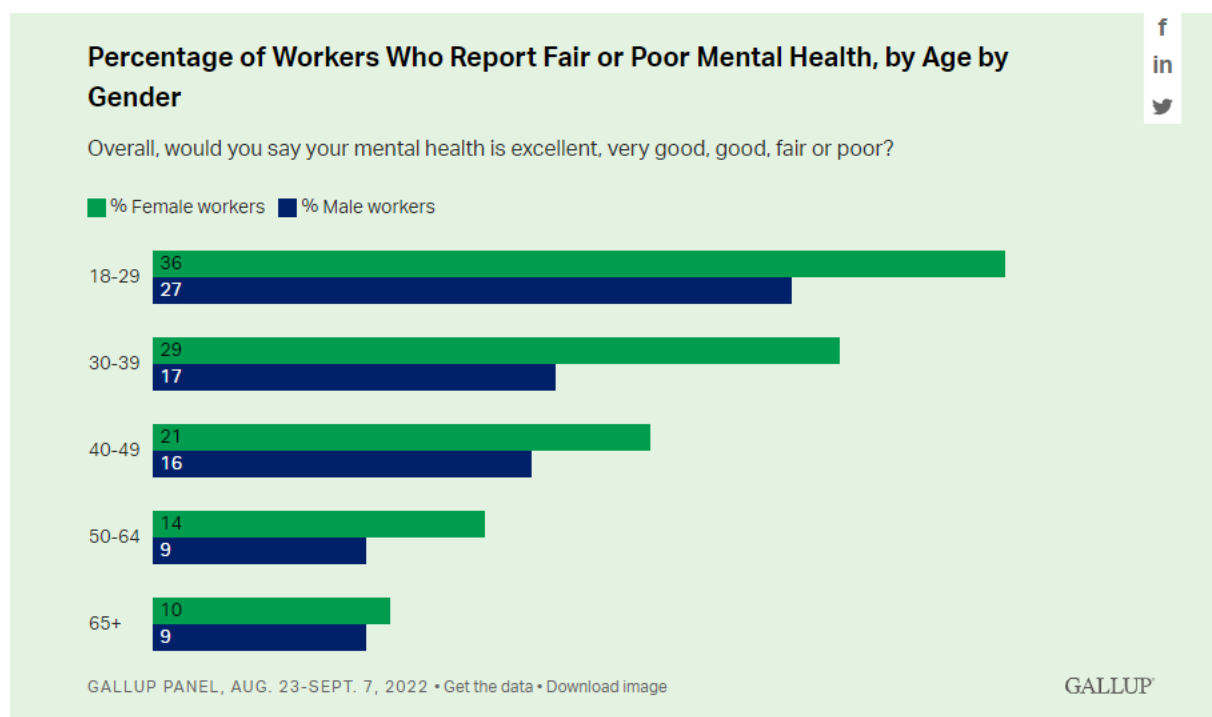
The chart below illustrates the trend in the percentage of residents under the age of 65 without health insurance in Brazoria County, Texas, from 2014 to 2023. During this period, the uninsured rate declined from a high of 21.9% in 2019 to 14.4% in 2023. While this is a positive development, **it will only lead to improved access to care if there are enough providers available in the county to meet the demand.**¹⁹



Financial Implications and Impact of Behavioral Health on the Texas and Brazoria Economy



¹⁹ https://datausa.io/profile/geo/brazoria-county-az?accessCareOptions=indicator_7&alcoholDrugsTobaccoOptions=indicator_9&healthBehaviorsOptions=alcoholDrugsTobaccoOption&healthOutcomesOptions=qualityOfLife&provider-clinician_patient_ratio=provider3&qualityOfLife=indicator_7

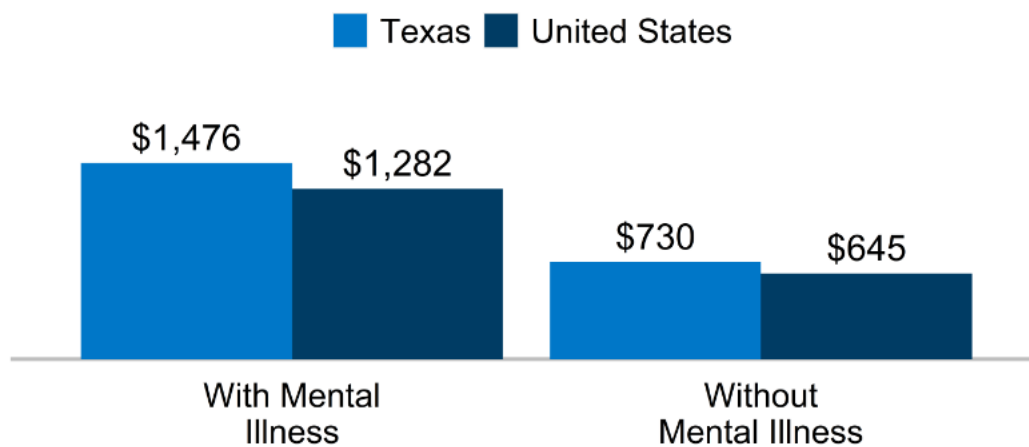


Untreated mental illness and substance use disorders are poised to cost Brazoria County, Texas, millions of dollars annually, presenting a significant economic and social challenge that demands **immediate attention**. Recent data underscores the magnitude of this issue and its potential impact on the county's economy and the well-being of its residents.

A Gallup Panel survey conducted from August 23 to September 7, 2022, involving 15,809 U.S. working adults, highlights the substantial financial toll of poor mental health on the workforce. Participants were asked, "In the last month, how many workdays have you missed due to poor mental health?" The results, carefully adjusted for factors like age, race, ethnicity, gender, income, education, marital status, and region, reveal that poor worker mental health costs the United States an estimated \$48 billion per year in lost productivity.

This figure is based on a conservative estimation of the cost of missed workdays—**\$340 per day for full-time workers and \$170 per day for part-time workers**. When extrapolated to Brazoria County, with a population of approximately 374,000 residents, **the local economy stands to lose millions due to absenteeism** caused by untreated mental health issues and substance use disorders. **At a time when many sectors are facing severe labor shortages, this is a cost business cannot afford to bear.**

Average Out-of-Pocket Spending for Adults in Large Employer Health Plans, by Mental Illness Status, 2021



NOTE: Out-of-pocket amounts are only for covered services. Data is among those below age 65. Disease definitions developed by the Healthcare Cost and Utilization Project were used to identify claims associated with mental health conditions.
SOURCE: KFF analysis of 2021 IBM MarketScan Commercial Claims and Encounters Database.

KFF

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The financial burden extends beyond lost productivity. In 2021, data from the Kaiser Family Foundation showed that adults with mental illness enrolled in large employer health plans in Texas faced significantly higher out-of-pocket expenses compared to those without mental illness. Specifically:

Out-of-Pocket Spending in Texas:

- Adults with mental illness: \$1,476
- Adults without mental illness: \$730

Out-of-Pocket Spending in the U.S. Overall:

- Adults with mental illness: \$1,282
- Adults without mental illness: \$645

These figures do not account for payments for services not claimed under employer coverage, suggesting that the actual financial strain on individuals is even greater.

Total healthcare spending for adults with mental illness is also markedly higher:

²⁰ <https://www.kff.org/statedata/mental-health-and-substance-use-state-fact-sheets/texas/#:~:text=As%20shown%20in%20the%20figure,of%20adults%20in%20the%20U.S.>

Total Healthcare Spending in Texas:

- **Adults with mental illness: \$9,606**
- **Adults without mental illness: \$4,451**

Total Healthcare Spending in the U.S. Overall:

- **Adults with mental illness: \$8,823**
- **Adults without mental illness: \$4,198**

These increased costs reflect the more extensive medical care required for untreated mental health conditions and substance use disorders, which often lead to chronic health issues and comorbidities.

For Brazoria County, the implications are clear. The combination of lost productivity due to missed workdays and higher healthcare costs places a substantial financial burden on both employers and the healthcare system. Without effective interventions, these costs will continue to escalate, straining public resources and hindering economic growth.

It is important to understand that if these trends continue, behavioral health cases threaten to overwhelm the existing hospital, police, and emergency services. Already, in our conversations with executive leadership, community leaders stress that mental health services are straining these systems.

Current Stakeholder and Provider Assessment: Brazoria County Mental Health Support Organizations/Services

Brazoria County is facing a critical mental health crisis, compounded by the fact that there are **zero psychiatric inpatient beds** available to meet the growing need for care. This shortage of facilities severely limits treatment options for individuals in acute mental health crises, leaving emergency services and law enforcement overwhelmed.

The demand for mental health services in the county is projected to rise sharply:

- In 2023, the total volume of psychiatric services was 164,086. By 2033, this volume is forecasted to reach 245,337, representing a **49.5% growth** over the next decade.

Meanwhile, the healthcare system is already strained:

- **Opioid Use Disorder:** The county faces **45** opioid-related deaths annually, with only two Opioid Treatment Programs, further compounding the mental health crisis.
- **EMS Mental Health Calls:** Between January 2022 and December 2023, there were **664** mental health-related EMS calls in Pearland alone, underscoring the growing pressure on emergency services.

- **Student Mental Health:** Pearland ISD recorded over **1,200** student visits related to depression, self-harm, and suicidal ideation in the 2023-2024 school year, showing the increasing need for youth mental health support.

Without the necessary infrastructure, including inpatient psychiatric beds, Brazoria County's health systems are struggling to keep pace with this rising demand, highlighting an urgent need for expanded mental health resources and facilities.

Current and Projected Mental Health Outpatient Services

This data and analytics for outpatient psychiatric services for **Brazoria County** was gathered using Advisory Board's Market Scenario Planner. The baseline volumes are determined by integrating historical data from various proprietary and public claims data. Forecast data is then based on changes in the population, demographics and market. The tool used for the following data is updated annually.

Table: Current and Projected Outpatient Psychiatric Services for Brazoria County

Service Line	Subservice Line	2023 Volume	2028 Volume	2033 Volume	5 Yr Growth	10 Yr Growth
Psychiatry	Psychiatry	164,086	212,390	245,337	29.4%	49.5%

Annual Volume Estimates Based on 5 YR CAGR				
5 YR Compound Annual Growth Rate (CAGR)	2024 Volume Estimate	2025 Volume Estimate	2026 Volume Estimate	2027 Volume Estimate
5.30%	172,775	181,926	191,561	201,706

Outpatient Grouping	2023 Volume	2028 Volume	2033 Volume	5 Yr Growth	10 Yr Growth
Other Psychiatric Services	2,089	3,560	4,238	70.4%	102.9%
Medication Management	10	11	11	8.2%	12.7%
Diagnostic Interview	12,847	15,841	19,021	23.3%	48.1%
Narcosynthesis	1	1	1	5.0%	21.0%
Psychoanalysis	13	13	13	-3.6%	-2.4%
Psychotherapy - Office/Outpatient	138,975	181,715	210,070	30.8%	51.2%
Group Psychotherapy	4,134	5,405	6,266	30.7%	51.6%
Family Psychotherapy	5,687	5,456	5,258	-4.1%	-7.5%
Psychophysiological Therapy	48	55	61	14.3%	28.3%
Hypnotherapy	3	4	4	7.6%	15.2%
Environmental Intervention	7	7	8	-7.8%	4.7%
Electroconvulsive Therapy	271	324	387	19.5%	42.9%

The data on psychiatric services in Brazoria County shows a significant upward trend in demand for mental health care over the next decade, particularly in outpatient services. In 2023, the total volume of psychiatric

services was 164,086, and it is expected to grow to 212,390 by 2028, representing a **29.4% increase** over five years. By 2033, the projected volume reaches **245,337, marking a 49.5% growth** over ten years. This steady rise reflects a compound annual growth rate (CAGR) of 5.3%, indicating that by 2027, the annual volume of psychiatric services will likely exceed 200,000, with continued increases anticipated.

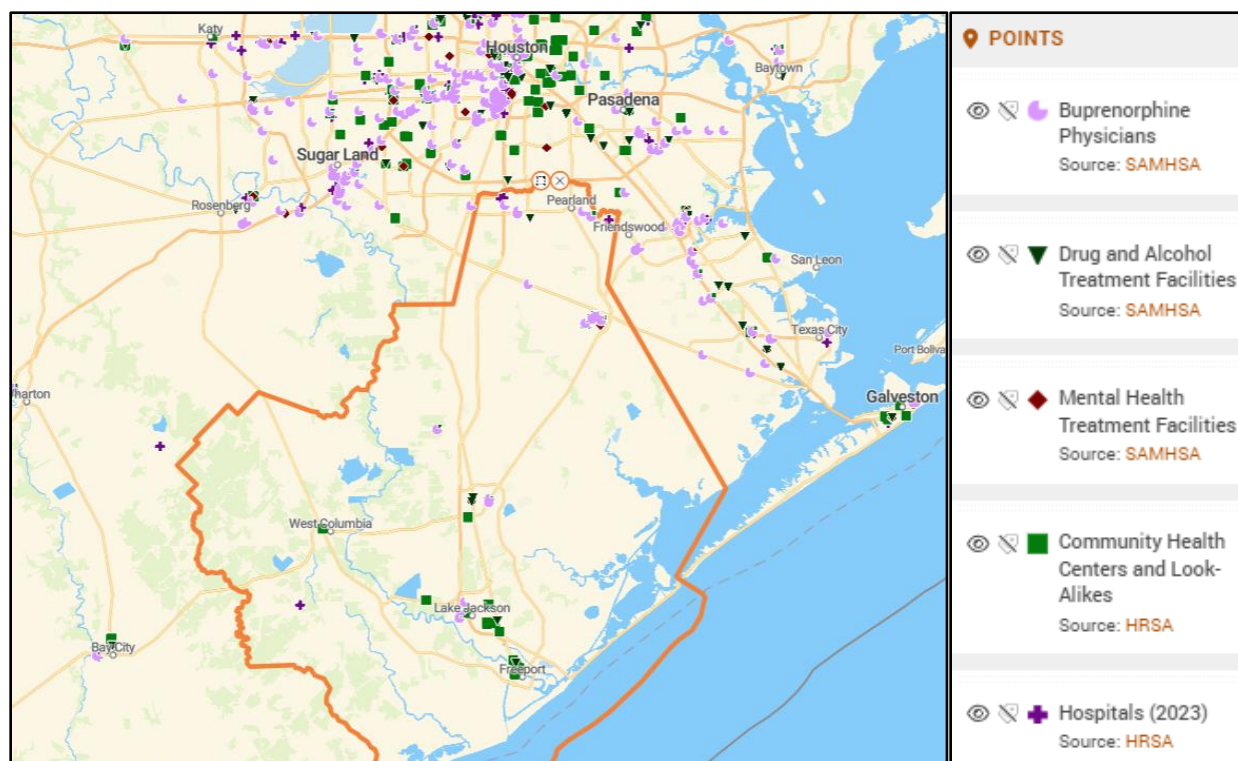
Further analysis of specific psychiatric subservices reveals that certain areas are growing faster than others. For example, other **psychiatric services, such as outpatient treatments and consultations, are expected to grow by 70.4% over the next five years, with a 102.9% increase over ten years.** This suggests a doubling of demand in those areas. Similarly, diagnostic interviews, essential for assessing new patients, are projected to increase by 23.3% over five years and by 48.1% over the next decade, reflecting the growing need for mental health evaluations.

Psychotherapy, both individual and group sessions, also shows considerable growth. Office-based psychotherapy is expected to increase by 30.8% over the next five years and by 51.2% over ten years, indicating that the demand for therapy will rise significantly. Group psychotherapy follows a similar pattern, with projected growth rates of 30.7% and 51.6% over five and ten years, respectively. However, family psychotherapy is expected to decline by 4.1% in the next five years and 7.5% over the next decade, suggesting a shift away from family-based therapy approaches in favor of individual or group therapy models.

Other specialized services, such as psychophysiological therapy and hypnotherapy, show moderate growth, while some niche treatments, like narcosynthesis and environmental intervention, are expected to see minimal increases or slight declines. Electroconvulsive therapy (ECT), a critical treatment for severe mental health conditions, is projected to grow by 19.5% over five years and 42.9% over ten years, indicating sustained demand for this type of intervention.

In totality, the data points to a substantial increase in psychiatric services, driven by rising demand for diagnostic interviews, psychotherapy, and other mental health treatments. As Brazoria County's population grows and the need for mental health care intensifies, the healthcare system will need to expand its capacity to meet this demand.

Current Dedicated Mental Health Resource Map



Most primary care and behavioral healthcare facilities in Brazoria County (Brazoria County is outlined in orange on the map) are concentrated around Alvin, Angleton, Clute, Pearland, and Freeport. Nearly half of the hospitals are located near Pearland along the county border, serving patients from adjacent counties, which further strains the availability of psychiatric beds. Pearland has one Community Health Center (Pearland Family Health Center) with another, Scottsdale Integrated Health Clinic, just outside the county. There are also three Community Health Center sites and a mobile clinic in Alvin, two in Angleton, and additional locations in Freeport, Clute, and Lake Jackson.

The county lacks sufficient mental health treatment facilities, with only two—Gulf Coast Center in Alvin and Lake Jackson CBOC—noted at the time of this report. However, some physicians, particularly in Alvin and Pearland, are authorized to administer buprenorphine. While a few mental health facilities are located just outside Brazoria County to the east and north toward Houston, accessing them can be challenging for residents, especially those in the more southern or western areas of the county.

Federally Qualified Health Centers

Federally Qualified Health Centers (FQHCs), often referred to as “community health centers,” include not only community health centers but also migrant health centers, health care for the homeless centers, and public housing health centers. In some cases, they are affiliated with counties or hospital systems. All FQHCs are nonprofit, community-based organizations or public entities that provide comprehensive primary and preventive

health care, along with related social services, to medically underserved individuals and families, regardless of their ability to pay. FQHCs are governed by a community board of directors, with at least 51% being users of the center's services.

Most FQHCs operate independently (not under a hospital's license) and serve a wide range of patients, including children, families, the elderly, Medicaid and Medicare recipients, low-income uninsured and underinsured individuals, high-risk populations, farm workers, and the homeless. They offer a variety of cost-effective primary and preventive medical services, as well as mental health, dental care, nutrition counseling, translation services, and community outreach. **By focusing on preventive care, FQHCs helps reduce the strain on hospital systems, alleviates the burden on local law enforcement dealing with mental health crises, and ultimately lowers costs for taxpayers.** Early intervention and ongoing care provided by FQHCs like Community Health Network help to prevent more severe and costly health issues, reducing emergency room visits and hospitalizations while improving overall community health.

In 2021, Brazoria County had a population of 402,092, with 21.2% considered low-income. Among these low-income residents, 27,374 were patients of FQHCs, meaning FQHCs served 33.2% of the low-income population and 6.8% of the county's total population in 2022.²¹

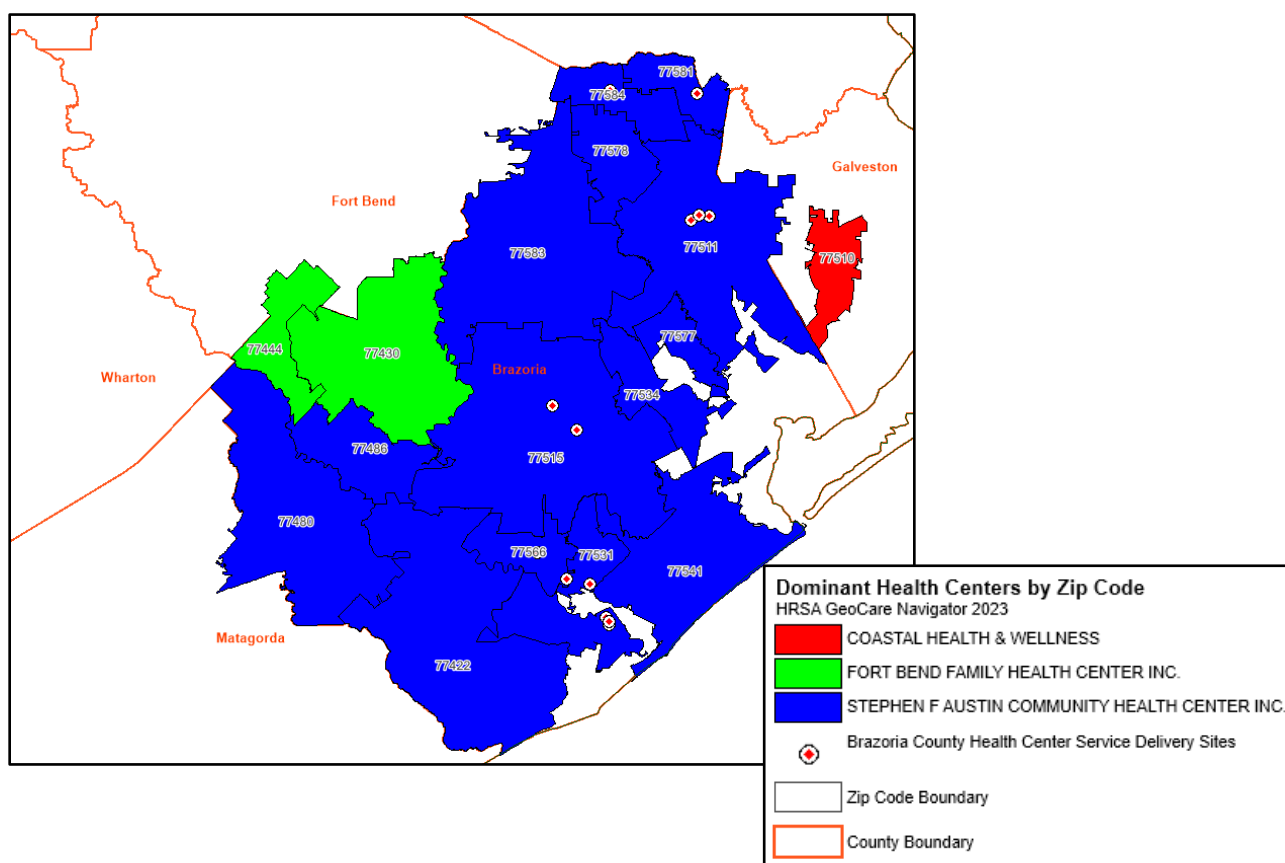
Health Centers Serving Brazoria County

Stephen F. Austin, operating as Community Health Network (CHN), is the only community health center with service delivery sites in Brazoria County. CHN offers a wide range of services, including pharmacy, primary care, pediatrics, women's and men's health, senior care, oral health, psychiatry, and therapy. It is the dominant health center in most Brazoria County zip codes, serving the largest number of low-income residents through its 14 locations in Freeport, Lake Jackson, Pearland, Pasadena, Angleton, Alvin, Houston, League City, Bacliff, and Clute. CHN provides a comprehensive approach to mental health services via MyCHN, where adult and child therapists and psychiatrists are readily accessible for both virtual and in-person appointments. The blue shading in the map below demonstrates the Brazoria County zip codes in which Stephen F. Austin is considered the "dominant" health center (i.e. has the greatest number of patients compared to other health centers serving a particular zip code).

Fort Bend Family Health Center is the leading health center in two zip codes (77430 and 77444), while **Coastal Health and Wellness** is the dominant health center in zip code 77515. Other FQHCs with a significant but not dominant market share of patients in Brazoria County include **Legacy Community Health Services** and the **Matagorda Episcopal Health Outreach Program**.

²¹ <https://geocarenavigator.hrsa.gov/>

Map: Dominant Health Centers in Brazoria County by Zip Code



Overview of Outpatient Services Among Low-Income Patients

Between 2022 and 2023, the primary health center in Brazoria County, Community Health Network (CHN), experienced significant patient growth of 17%, increasing from 34,440 patients in 2022 to 40,438 in 2023. In comparison, Texas health centers saw a patient increase of 1.3%, and national health centers saw an increase of 2.5% over the same period.

More than 95% of CHN patients fell below 200% of the Federal Poverty Line, compared to the state and national averages of 92% and 90%, respectively. Additionally, 81% of CHN patients fell below 100% of the Federal Poverty Line, approximately 11 percentage points higher than the state average.

In terms of insurance, the percentage of CHN patients who were uninsured in 2023 (42%) was 23% higher than Texas Federally Qualified Health Centers (FQHCs) at 34%. Conversely, the percentage of CHN patients with Medicaid (28%) was 29% lower than that of Texas FQHCs. This underscores the important role CHN plays in serving vulnerable and low-income populations in Brazoria County.

CHN also serves as a crucial mental health and substance use disorder service provider in the county. **The percentage of CHN patients accessing mental health services (20%) is more than double that of state and**

national FQHCs. Nearly 7% of patients accessed substance use disorder services in 2023, compared to less than 1% of state and national FQHC patients.

Lastly, 12% of CHN patients were homeless in 2023, compared to less than 5% of Texas and national patients. Additionally, 8% were agricultural workers or their families, compared to 1% in Texas and 3% nationally.

2023 Patient Profile ²²		Stephen F Austin (CHN) FQHC	Texas FQHCs	National FQHCs
Patients	Patients	40,438	1,788,356	31,277,341
	Patient Growth 2022-2023	17.4%	1.3%	2.5%
Race/Ethnicity	Non-Hispanic White	32.6%	22.9%	41.0%
	Asian	2.6%	2.1%	4.2%
	Native Haw. /Other Pacific Islander	0.8%	0.3%	0.9%
	Black	12.4%	14.9%	20.9%
	American Indian/Alaska Native	0.6%	0.7%	1.7%
	More Than One Race	3.9%	1.5%	3.1%
	<i>*Hispanic Ethnicity</i>	52.4%	62.1%	38.7%
Age	Children (Under 18 Years)	27.9%	36.9%	29.1%
	Adults (18 to 64 Years)	65.0%	54.5%	59.0%
	Older Adults (65 Years & Above)	7.1%	8.5%	11.9%
Federal Poverty Level (FPL)	200% of FPL	95.3%	92.1%	89.9%
	100% of FPL	80.7%	69.1%	67.3%
Insurance	Uninsured	41.7%	33.9%	17.9%
	Medicaid	27.8%	35.8%	50.4%
	Medicare	5.7%	7.3%	11.0%
	Third-Party	24.8%	23.1%	20.7%
Services (% of Patients)	Medical	72.8%	90.9%	85.0%
	Dental	26.9%	12.6%	20.4%
	Mental Health	20.0%	7.8%	8.9%
	Substance Use Disorder	6.6%	0.6%	0.9%
Special Populations	Best Served in a Lang. Other Than Eng.	2.0%*	34.0%	26.8%
	% Homeless Patients	12.1%	4.2%	4.6%
	% Agricultural Patients	7.7%	1.1%	3.2%
	% School-Based Patients	0.6%	1.7%	3.6%

**Note: there appears to have been an error or change in how CHN reports the % of its patients Best Served in a Language other than English since historically this metric ranged from 19% to 27%.*

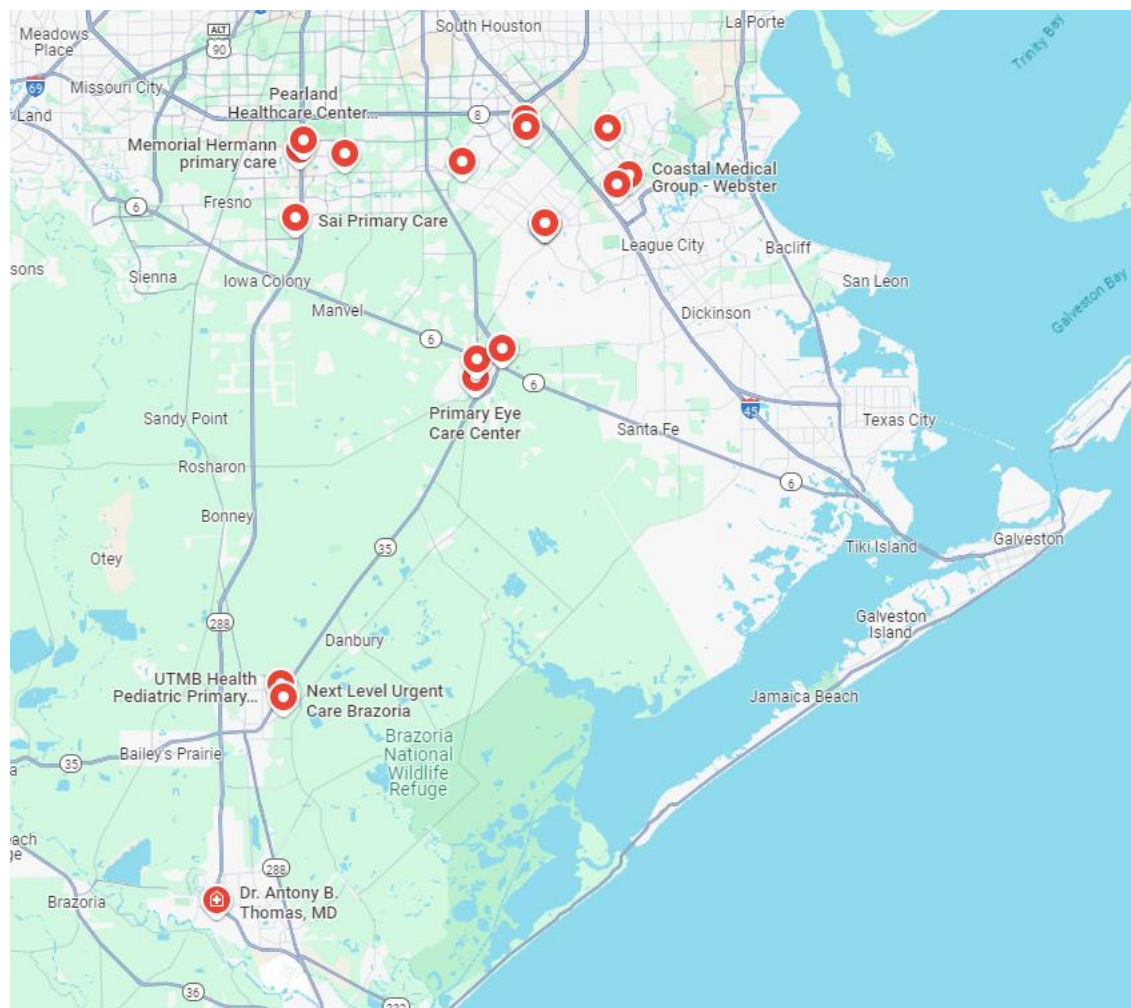
²² <https://data.hrsa.gov/tools/data-reporting/program-data?grantNum=H80CS11255>

This map highlights the low-income population in Brazoria County, focusing on the unserved residents. As of 2022, over 55,100 low-income residents in Brazoria County were not being served by an FQHC. **The largest unserved population is in Zip Code 77511, with 8,290 low-income residents.** Zip Code 77584 follows, with 6,927 unserved low-income residents, and Zip Code 77515 has 5,480 unserved low-income residents.²³



Other Outpatient Service Providers

In addition to FQHCs, there are a variety of other outpatient facilities serving the Brazoria County area such as primary care clinics, urgent care clinics, retail based services, and ambulatory surgery centers.



One example of an outpatient service provider in Brazoria County is **Kelsey-Seybold Clinic**. Established in 1949, Kelsey-Seybold is the longest-standing Accountable Care Organization (ACO) in Houston and was the nation's first ACO accredited by the National Committee for Quality Assurance. With over 850 medical providers across 65 medical specialties, the clinic serves approximately 500,000 patients at 40 locations, serving not only Brazoria County, but the greater Houston metropolitan area.

Kelsey-Seybold offers state-of-the-art surgery centers and a nationally accredited Cancer Center, coordinating care with area hospitals to provide 24/7 access to medical services. The clinic system is a major healthcare provider for NASA and serves as a center for healthcare research.

In recent discussions with Kelsey-Seybold leadership, they highlighted the evolving needs of their patient population. Due to changes in patient needs, they have begun screening all patients for depression and suicide.

While they are maximizing their current resources, they acknowledge that the behavioral health (BH) needs are greater than what they can presently address. Instead of solely treating patients after incidents like attempted suicide, they aim to be proactive by addressing BH needs in environments where people feel safe. They also noted that many people are unaware of the signs of depression, indicating a need for increased education and awareness.

Another significant healthcare provider in the region is the **University of Texas Medical Branch (UTMB)**. UTMB includes hospitals and emergency departments across four campuses, employs 14,772 personnel as of fiscal year 2023, and generates \$3 billion in revenue. It operates more than 90 primary and specialty clinics serving Galveston and Brazoria Counties, the Bay Area, and Southeast Texas.²⁴

The Gulf Coast Center also plays a crucial role as a Certified Community Behavioral Health Clinic (CCBHC). In Texas, they refer to themselves as a "Community Center," a term with specific significance in the state. In 1965, the Texas legislature passed what is now known as the Texas Mental Health and Intellectual Disabilities Act. This legislation established a state agency to provide services for individuals with mental health and intellectual disabilities and created Community Centers to work in partnership with state and federal governments as an alternative to institutional care.

My Doctor Primary Care Clinic is also an important outpatient facility focused on providing comprehensive health and wellness care to Pearland patients and offering convenient and affordable direct-pay care. My Doctor Primary Care Clinic believes that direct-pay approach "reinstates the patient at the heart of healthcare, fostering a relationship built on trust, open communication, and personalized attention. With prompt access to care, transparent costs, and an unwavering focus on quality, a PCP operating under a direct payment model is poised to redefine the way we experience healthcare. As patients increasingly seek a more patient-centered and efficient healthcare journey, the direct payment model emerges as a beacon of empowerment and transformation".

Hospital Systems

Additionally, using Advisory's Board Inpatient Market Scenario Planner, the table below estimates in-patient volume for both Psychiatry and Substance Use Disorder.

Table: Current and Projected In-Patient Psychiatry and Substance Use Volume

Subservice Line	2023 Volume Estimate	2028 Volume Forecast	2033 Volume Forecast	5 Yr Growth	10 Yr Growth
Psychiatry	1,909	2,023	2,030	6.0%	6.4%
Substance Abuse	967	1,110	1,275	14.7%	31.8%
Total	2,876	3,133	3,305	-	-

²⁴ <https://www.utmb.edu/facts/>

Annual Volume Estimates Based on 5 YR CAGR					
Subservice Line	5 YR Compound Annual Growth Rate (CAGR)	2024 Volume Estimate	2025 Volume Estimate	2026 Volume Estimate	2027 Volume Estimate
Psychiatry	1.17%	1,930	1,953	1,976	1,999
Substance Abuse	2.79%	994	1,021	1,050	1,079

Subservice Line	MS-DRG	2023 Volume Estimate	2028 Volume Forecast	2033 Volume Forecast	5 Yr Growth	10 Yr Growth
Psychiatry	880-ACUTE ADJUSTMENT REACTION AND PSYCHOSOCIAL DYSFUNCTION	50	62	74	24.8%	47.8%
Psychiatry	881-DEPRESSIVE NEUROSES	159	177	191	10.9%	20.0%
Psychiatry	882-NEUROSES EXCEPT DEPRESSIVE	65	77	92	19.7%	43.1%
Psychiatry	883-DISORDERS OF PERSONALITY AND IMPULSE CONTROL	30	35	40	19.6%	35.6%
Psychiatry	884-ORGANIC DISTURBANCES AND INTELLECTUAL DISABILITY	58	80	107	37.4%	84.7%
Psychiatry	885-PSYCHOSES	1,513	1,562	1,496	3.2%	-1.1%
Psychiatry	886-BEHAVIORAL AND DEVELOPMENTAL DISORDERS	29	23	23	-18.1%	-20.7%
Psychiatry	887-OTHER MENTAL DISORDER DIAGNOSES	6	6	7	12.5%	22.9%
Substance Abuse	894-ALCOHOL, DRUG ABUSE OR DEPENDENCE, LEFT AMA	61	68	76	11.2%	24.5%
Substance Abuse	895-ALCOHOL, DRUG ABUSE OR DEPENDENCE WITH REHABILITATION THERAPY	92	109	126	17.5%	35.9%
Substance Abuse	896-ALCOHOL, DRUG ABUSE OR DEPENDENCE WITHOUT REHABILITATION THERAPY WITH MCC	51	73	88	43.2%	73.0%
Substance Abuse	897-ALCOHOL, DRUG ABUSE OR DEPENDENCE WITHOUT REHABILITATION THERAPY WITHOUT MCC	464	540	643	16.4%	38.4%
Substance Abuse	917-POISONING AND TOXIC EFFECTS OF DRUGS WITH MCC	130	167	200	28.4%	53.9%
Substance Abuse	918-POISONING AND TOXIC EFFECTS OF DRUGS WITHOUT MCC	168	153	142	-9.2%	-15.8%

The demand for inpatient psychiatric and substance abuse services in Brazoria County is projected to grow significantly over the next decade. In 2023, the estimated volume for psychiatric services reached 1,909, with a forecast of 2,023 by 2028, reflecting a 6.0% growth over five years and a 6.4% increase by 2033. Substance abuse-related inpatient care is expected to experience even steeper growth, rising from 967 cases in 2023 to

1,110 by 2028, marking a 14.7% increase. By 2033, substance abuse cases are projected to climb to 1,275, a substantial **31.8% increase** over a decade.

Annual volume estimates, based on a 5-year compound annual growth rate (CAGR), further reinforce this upward trend. For psychiatry, the CAGR of 1.17% predicts a steady increase in cases, with estimates growing from 1,930 in 2024 to 1,999 by 2027. Substance abuse services, with a CAGR of 2.79%, are projected to rise from 994 cases in 2024 to 1,079 by 2027.

Specific psychiatric diagnoses will see varied growth patterns. For example, cases of acute adjustment reactions and psychosocial dysfunction (MS-DRG 880) are expected to grow by **24.8% over five years**, from 50 cases in 2023 to 62 by 2028, and by **47.8%** over ten years, reaching 74 cases by 2033. Other psychiatric diagnoses such as neurotic disorders, excluding depressive neurotic disorders (MS-DRG 882), are also expected to rise significantly, with a 19.7% increase in five years and 43.1% over a decade.

In the area of substance abuse, cases of drug or alcohol dependence without rehabilitation therapy but with major complications or comorbidities (MS-DRG 896) are forecast to grow by **43.2% over five years** and by a remarkable 73.0% over the next decade. Similarly, poisoning and toxic effects of drugs with major complications (MS-DRG 917) will see a significant 28.4% rise over five years and a **53.9% increase by 2033**.

Table: Hospital Beds in Brazoria County²⁵

Hospital Name	Hospital Type	Acute Beds	Psychiatric Beds
CHI St. Luke's Health - Brazosport	Other NFP	154	0
Encompass Health Rehabilitation Hospital of Pearland	Corporation	60	0
HCA Houston Healthcare Pearland	Partnership	53	0
Sweeny Community Hospital	Hosp District	20	0
**This information was retrieved from The County Information Program, Texas Association Counties. Last updated July 16, 2024			

Yet, despite the rapid increase in need, Brazoria County currently faces significant gaps in inpatient behavioral health services, particularly in the availability of psychiatric beds. **As of now, there are zero psychiatric inpatient beds available within the county**, underscoring a severe lack of resources for individuals experiencing acute mental health crises.

Hospitals Serving Brazoria County

St. Luke's Health: St. Luke's Health Brazosport Hospital, located in Lake Jackson, Texas, is a 154-bed facility with a Level III trauma center, advanced cardiac care, and a multidisciplinary cancer center. The hospital has over 100 board-certified physicians and nearly 600 skilled employees. The 2021 needs assessment²⁶ revealed a significant shortage of mental health providers and counselors, and although some progress has been made, the resources remain insufficient to meet the growing demand for behavioral health services in the community.

²⁵ <https://txcip.org/tac/census/hospitals.php?FIPS=48039>

²⁶ <https://www.stlukeshealth.org/content/dam/stlukeshealth/pdfs/St.-Luke%27s-Brazosport-Assesment-2021.pdf>

HCA Houston Pearland: HCA Houston Pearland is a 49-bed acute care hospital featuring a Level IV Trauma Center, an accredited Chest Pain Center with Primary PCI, and a certified Primary Stroke Center. As part of a larger system with 13 hospitals and over 15,000 medical professionals, Pearland's emergency department sees a large number of mental health cases. Leadership highlighted that mental health affects all areas of care, with walk-ins often requiring outpatient services, while more critical cases, such as homicidal or suicidal patients, undergo telehealth evaluations before being transferred for further care. Behavioral health issues were also identified as the leading cause of workplace violence among staff.

Encompass Health: Encompass Health operates a 60-bed inpatient rehabilitation hospital specializing in neurological, orthopedic, spinal cord, and stroke rehabilitation. While the facility is Joint Commission accredited, it does not have a local needs assessment or community health report. Its role in community health is limited, as it primarily focuses on rehabilitation services. The broader impact report available for Encompass Health was too general to provide meaningful insights for the local population.

Sweeny Community Hospital: Sweeny Community Hospital, a critical access facility that opened in 1965, offers 11 acute inpatient beds and swing bed services. The hospital also provides various outpatient services, including physical therapy, diabetes management, wound care, and IV therapy. Despite the wide range of services, the hospital does not have a formal needs assessment report. Like Encompass Health, its impact on addressing broader community health needs is relatively minimal.

Memorial Hermann Pearland Hospital: Memorial Hermann Pearland is a 64-bed facility, part of the larger Memorial Hermann system, which includes over 6,600 affiliated physicians and 17 hospitals across Greater Houston. The hospital, which opened in 2016, plans to expand to 128 beds in the next five years. Although Memorial Hermann's 2023 Community Benefits Plan included mental health crisis clinics, none are located in Brazoria County. These clinics serve as a safety net for crisis intervention, but there remains a lack of continuous outpatient mental health services in the local area.

Two of the main barriers to accessing mental health services in Brazoria County are the persistent stigma surrounding mental health issues and limited access to care. Despite these challenges, recent efforts to train law enforcement officers to recognize and address mental health crises have shown positive results. Crisis intervention and stabilization services are available, along with referrals for long-term mental health care, however, the capacity for inpatient treatment remains critically low.

The data paints a clear picture: without significant investment in inpatient mental health infrastructure and provider recruitment, the county will continue to struggle to meet the needs of its residents.

Nursing Facilities

Brazoria County is home to several nursing facilities, with most located around Pearland and the Clute/Lake Jackson area. One prominent provider is **Cantex Continuing Care**, which has been in business since 1978. Cantex offers post-acute services through a network of skilled nursing facilities, home health agencies, and hospices across central and eastern Texas. In Brazoria County, Cantex operates facilities in **Pearland** and **Alvin**.

Currently, Cantex facilities do not admit patients with mental health diagnoses, as they lack the staff and training to handle such cases. However, Cantex experts have indicated that with the right partnership and triage support, they could potentially care for patients with co-diagnoses, such as **bipolar disorder and Alzheimer's disease**, provided the patient is not in a mental health crisis.

Despite these services, **resources for seniors in Brazoria County** remain limited, particularly for mental health care. Mental health is often a taboo subject among seniors, who may keep their struggles private until it's too late. As a result, Brazoria County has one of the **highest rates of senior suicide**, highlighting the urgent need for improved mental health resources and support for this vulnerable population, as noted in a recent Brazosport needs assessment.

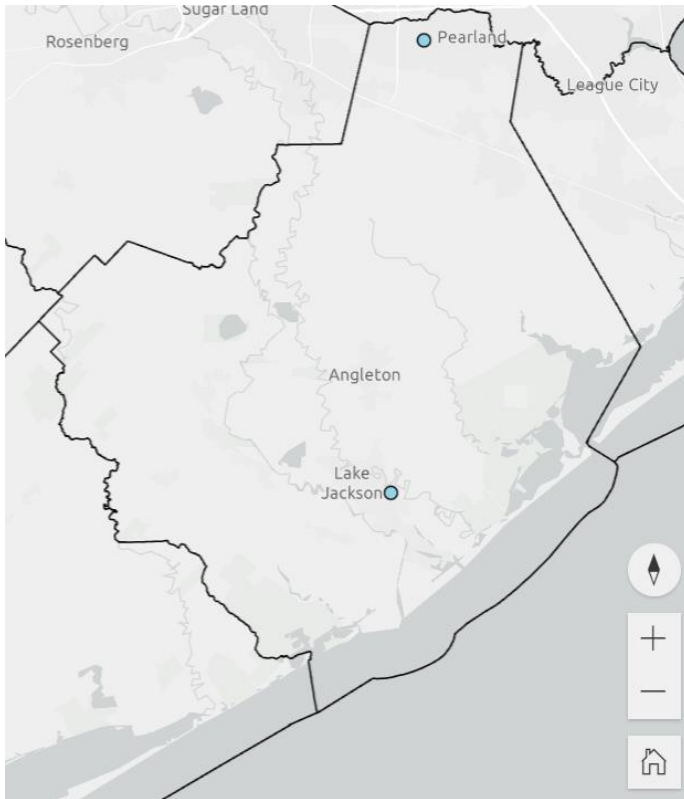
Drug and Alcohol Treatment Facilities

Opioid treatment programs (OTPs) are among the most effective approaches for addressing opioid use disorder (OUD). These programs significantly improve patient retention by offering tailored medication-assisted treatment (MAT) using methadone, buprenorphine, or naltrexone. In the United States context, they boast retention rates of up to 74% over six months, as supported by numerous studies. Keeping patients engaged in treatment reduces the likelihood of fatal overdoses, which is critical given that Brazoria County is facing 45 deaths a year from opioids. OTPs offer a long-term solution that not only saves lives but also reduces the economic impact of OUD. The cost of opioid addiction to the U.S. economy exceeds \$1 trillion annually, and OTPs help mitigate these costs in Brazoria County specifically by lowering healthcare expenses, reducing emergency room visits, and decreasing the societal burden of untreated addiction.

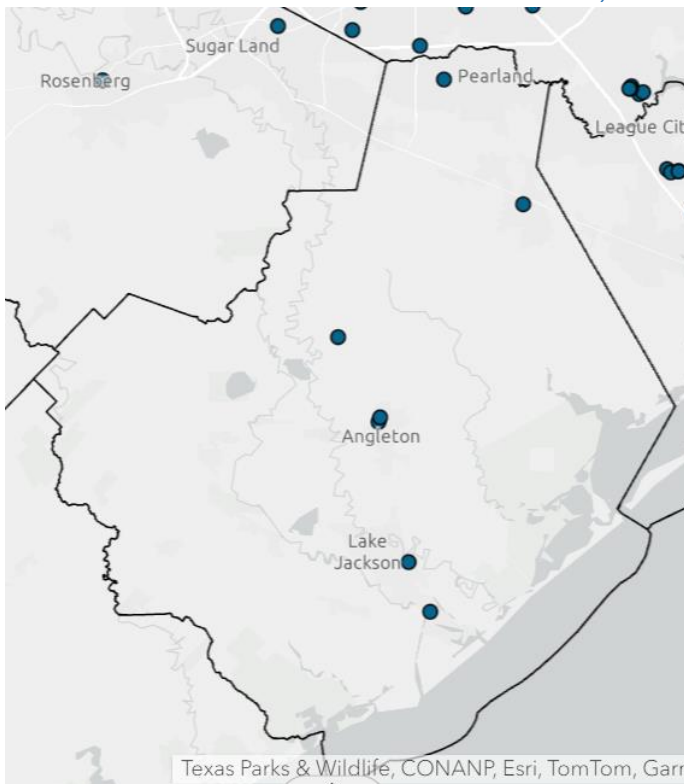
Current evidence-based practices for treating alcohol addiction focus on a combination of behavioral therapies, medications, and support systems, tailored to the needs of the individual. Cognitive Behavioral Therapy (CBT) is commonly used to help individuals identify and change thought patterns that lead to alcohol use, while Motivational Enhancement Therapy (MET) increases a person's motivation to change their drinking behavior by focusing on the benefits of recovery. Contingency management also plays a role by reinforcing positive behaviors, such as abstaining from alcohol, with rewards. Medications are another essential component of treatment. Naltrexone reduces alcohol cravings and blocks the brain's opioid receptors to diminish the pleasurable effects of drinking. Acamprosate helps restore brain chemistry disrupted by alcohol use, supporting long-term abstinence, while Disulfiram acts as a deterrent by causing unpleasant reactions when alcohol is consumed. For individuals who have relapsed or struggle with cravings, Medication-Assisted Treatment (MAT), which combines medications with behavioral therapies, has shown to be highly effective. Support systems, including peer groups, family therapy, and integrated treatment for co-occurring mental health disorders, further enhance the recovery process. Digital tools, such as telehealth and online counseling platforms, are also increasingly used to make these therapies more accessible and support long-term success. By combining these various approaches, individuals are more likely to achieve and maintain sobriety.

Unfortunately, there are currently only seven SAMHSA accredited Substance Use Facilities, three SAMHSA accredited Mental Health Facilities, and two OTPs in Brazoria County, underscoring the difficulties of receiving care. Legislative action to both fund these facilities and streamline the regulatory process would improve access to care.

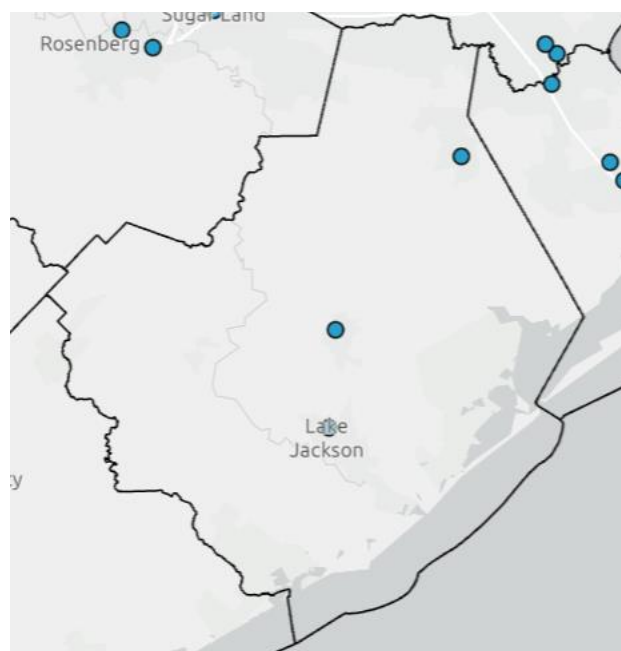
Opioid Treatment Programs (OTPs) in Brazoria County



SAMHSA Substance Use Facilities in Brazoria County



SAMHSA Mental Health Facilities in Brazoria County



Mental Health and Substance Use in Educational Institutions

Brazoria County is home to eight independent school districts (ISDs). The largest is **Alvin ISD**, serving 28,085 students, followed by **Pearland ISD** with 21,007 students. The other districts include **Brazosport ISD** (11,478 students), **Angleton ISD** (6,763 students), **Columbia-Brazoria ISD** (2,919 students), **Sweeny ISD** (1,853 students), **Danbury ISD** (774 students), and **Damon ISD** (116 students).²⁷ Additionally, the county hosts eight private schools.

To better understand the mental health impacts on students, **Capital Link** consulted with representatives from the two largest school districts, Alvin and Pearland ISDs. Both districts have **Guidance and Counseling departments** staffed school counselors. They regularly provide resources and tools on topics such as suicide prevention, bullying, crisis response, dating abuse, and support for victims of crime.

The **Pearland School District** shared annual data on student visits to guidance counselors across its 24 schools, encompassing elementary, middle, and high schools. During the **2023/2024 academic year**, Pearland ISD's Guidance and Counseling department reported a total of:

- **299 visits** that addressed depression.
- **427 visits** were related to self-harm.
- **686 visits** involved discussions of suicidal ideation.
- **23 visits** were concerning suicide attempts.

²⁷ <https://www.har.com/school/list/county/brazoria-county>

While some inconsistencies in the data may exist—likely due to variations in how school counselors record visit reasons—the number of visits addressing self-harm and suicide attempts has consistently been around **1,200** over the past three school years. This consistent figure highlights a significant need for additional youth support services within the community.²⁸

	2021-2022 SY	2022-23 SY	2023-24 SY
Visit Reasons	No. Visits	No. Visits	No. Visits
Depression	914	563	299
Self Harm	429	470	427
Suicidal Ideation	819	747	686
Suicide Attempt	67	111	23
Bullying/Cyber Bullying	8,239	1,990	308
Substance Abuse	3,121	69	62

In addition to the documented data outlined above, Capital Link gathered qualitative information related to mental health among school-aged youth in Brazoria County:

For many children, **school is their safe place**, where they can depend on adults who truly care for them. When students are at home and isolated, they often suffer more from mental health issues. With multiple societal issues affecting students, from drug use, bullying/cyberbullying, to depression and self-harm, it is important to have dedicated counselors who can help youth in vulnerable situations. One often overlooked area of concern is physical dating and sexual dating violence. **8.3%** of Texas high-schoolers report experiencing **physical dating violence**, and **15.4%** reported **sexual dating violence**. This area deserves special attention from both school and medical authorities, as well as law enforcement.

Dating Violence, in the Past 12 Months, 9th - 12th Grade Youth

	Physical Dating Violence	Sexual Dating Violence
Texas	8.3%	15.4%

Source: Texas Youth Risk Behavior Survey (YRBS), 2019. <http://healthdata.dshs.texas.gov/dashboard/surveys-and-profiles/youth-risk-behavior-survey>

The shift to **virtual schooling** has further isolated students and put them at risk. This isolation has led to an increase in suicide and suicide threats, exacerbated by a lack of inpatient beds for treatment. The situation is worse for those without insurance. Many people are forced to seek help outside the county in the Harris County system, which is already overburdened. Individuals often wait for days in emergency departments and are typically discharged quickly with a prescription they may not be able to afford. Even when admitted, stays are usually limited to up to three days before they are released back into the community.

Law enforcement officers believe that mental health incidents are on the rise due to drug use and cultural shifts influenced by social media, which has helped remove the stigma around mental health. Younger generations are not afraid to admit they are struggling and to seek help. However, social media can also be a triggering factor among the younger population.

²⁸ Pearland ISD 2023-24 School Year Guidance Visit Data

The Impact of Mental Health and Substance Use Cases on Brazoria County Emergency Services/First Responders

Brazoria County Emergency Services comprise **Emergency Medical Services (EMS)**, **Fire Departments (FD)**, **Police Departments (PD)**, **Emergency Management**, and **911 services**. Both the FD and PD provide services at the county and local levels. The **Marshal's Office** (FD) and the **Sheriff's Office** (PD) offer higher-level support across the county, while local services include city fire departments in Pearland, Lake Jackson, Angleton, and Freeport, as well as small city or community fire departments.

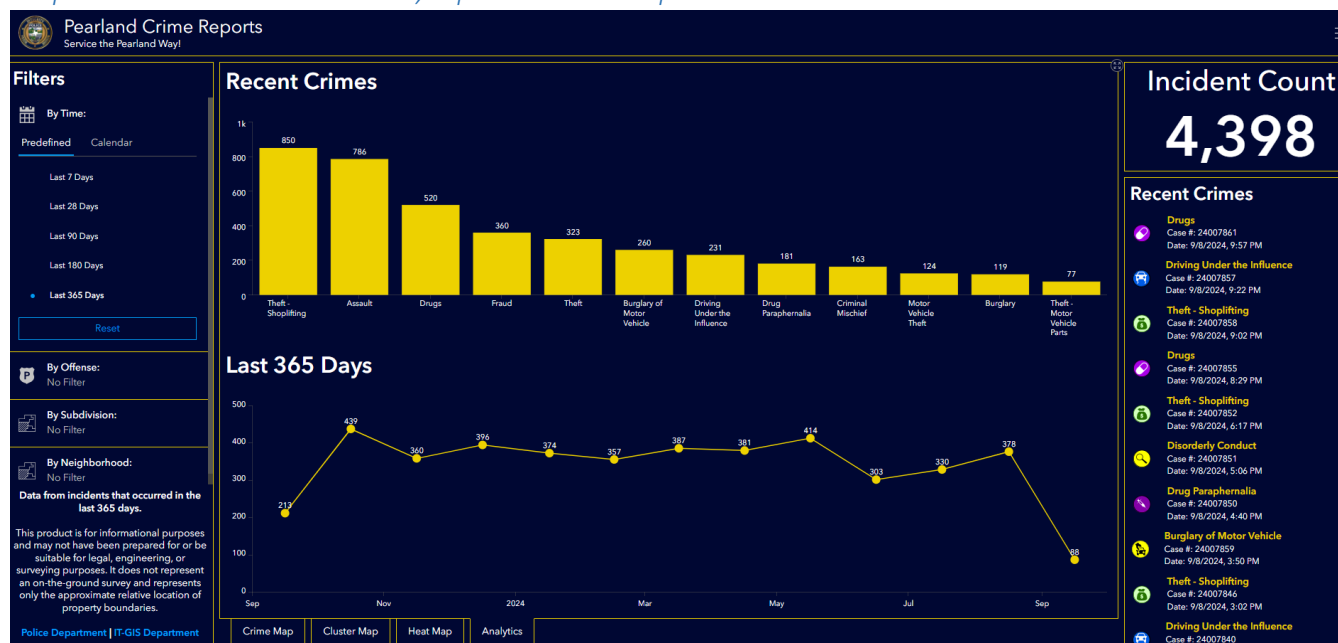
The **Brazoria County Office of Emergency Management** coordinates disaster preparedness, response, and recovery, handling all major incidents and emergencies. **Brazoria County 911** manages emergency calls and dispatches the appropriate emergency services. EMS services operate at both the county level and through local ambulance services.

Police Departments

Police departments across Brazoria County play a crucial role in responding to mental health-related incidents and connecting individuals to treatment when necessary, such as transporting them to hospitals or mental health facilities. The Pearland Police Department offers various mental health training programs, including a mental health officer proficiency certificate, which are available to officers statewide at no cost. These courses equip officers with the skills to handle individuals in crisis or experiencing mental health distress. Additionally, the former Pearland Police Chief mandated that all officers complete mental health response training, an innovative program that has received an enthusiastic reception from both officers and the community.

Like many police departments, officers in Brazoria County frequently deal with drug-related incidents. Over the past 365 days—from September 2023 to September 2024—in Pearland, crimes related to drugs were the third highest category, totaling 520 incidents. This was behind theft/shoplifting, which had 850 incidents, and assault, which had 786 incidents.

Graph: Crime Incidents in Pearland, September 2023-September 2024



One of the main challenges police officers face in Brazoria County is the lack of access to adequate mental health care. A representative from the Pearland Police Department noted that when a person is in crisis, officers typically take them to local hospitals. However, **due to a shortage of available beds, officers often have to travel long distances** to find an open facility. Additionally, because Pearland is located on city lines, officers from neighboring areas sometimes use Pearland hospitals for mental health drop-offs. In some cases, individuals are released almost immediately—officers have reported seeing the same person walk out of the hospital while they are still in their cruisers completing paperwork.

The bed shortage is particularly challenging for uninsured individuals. While there are private facilities in the county that can treat patients in mental health crises, they often do not accept uninsured or Medicaid patients. Although officers typically avoid getting involved in a person's insurance details, the issue arises when they are called to a scene and the individual needs care but hasn't committed a crime (and therefore doesn't qualify for a detention order). In these situations, officers can spend hours assisting families in finding care.

“Sometimes calls can take hours because people need to come down out of psychosis - not like regular 911 calls for service”.

Another challenge officers face is properly classifying 911 calls and incidents. Since first responders are not equipped to diagnose whether a person is under the influence, experiencing a mental health episode, or facing another issue, they often rely on bystanders to provide context. Typically, these scenarios are recorded as "welfare concerns" and are not categorized as mental health issues unless an officer revisits the record to update the notes. Additionally, many 911 "hang-up" calls are related to mental health concerns.

According to anecdotal evidence from the Pearland Police Department's Wellness Coordinator, approximately 1 in 10 calls involve mental health incidents, and of those, 1 in 3 results in the person being transported to a mental health facility. Officers believe mental health-related incidents are increasing, partly due to drug use and changing social attitudes, which have reduced the stigma around mental health. Younger generations, in

particular, are more open about seeking help when they are struggling. However, social media can also act as a triggering factor, especially among younger people.

The officer Capital Link spoke with emphasized the need for both short-term hospital beds and a larger facility dedicated to long-term mental health care. While hospitals are helpful, they are not specifically designed to function as psychiatric facilities.

Emergency Medical Services

Mental health-related emergencies are placing a significant strain on EMS services in Brazoria County. Recent data indicates that over a specified period, there were **664 EMS calls** related to mental health issues for the city of **Pearland alone, not including the rest of Brazoria County.**

Table: EMT Calls Related to Mental Health in Pearland, Jan 2022 through Dec 2023

Labels	Count of Primary Impression
Anxiety reaction/Emotional upset	181
Behavioral/psychiatric episode	124
Depression	14
General psychiatric exam, requested by authority	6
Mental disorder	15
Other personality disorder	1
Suicidal Ideation	10
Suicide attempt	26
Unspecified behavioral syndromes associated with physiological disturbances and physical factors	287
Grand Total	664

These numbers highlight a growing demand for mental health crisis intervention. **EMS personnel often find themselves with limited options**, as there are insufficient facilities or resources to adequately address mental health emergencies. Consequently, individuals in crisis may not receive the specialized care they need, leading to repeated calls for assistance.

In Brazoria County, addressing behavioral health crises through EMS services presents several challenges, particularly due to the current payment structure, which requires EMS to transport patients to the emergency room to receive compensation.

According to local experts, when EMS responds to a call involving a patient with potential behavioral health needs, one of three scenarios typically occurs:

1. **Cooperative Patient:** A call to 911 is made, the patient is cooperative and agrees to treatment. They are transported to the ER, where they are ideally connected to psychiatric or behavioral health services.
2. **Uncooperative Patient in Crisis:** A call to 911 is made but, the patient is not cooperative and is experiencing a behavioral health crisis. In these cases, the police are called, and officers trained in

Emergency Detention Orders (EDO) can detain the patient and take them to the ER for a **72-hour hold**. However, there are no inpatient psychiatric beds available in Brazoria County, and transferring patients to appropriate facilities is a significant challenge.

3. **Uncooperative Patient Not Qualifying for EDO:** A call to 911 is made, the patient is uncooperative but does not qualify for an EDO. This is the most difficult situation to manage, as there are limited resources available, such as an on-call physician. Unfortunately, these patients may not receive the care they need.

As previously shown, these mental health-related incidents are **expected to continue increasing**, further burdening EMS services. While the county has initiated programs to assist with this challenge, such as training all PD officers on EDO, it is necessary to further expand this training to cover topics such as trauma-informed de-escalation training. The rising trend underscores an urgent need for enhanced mental health infrastructure and support services in Brazoria County. Investing in specialized care facilities and trained mental health professionals could alleviate pressure on emergency services and provide more effective support for individuals experiencing mental health crises.

This situation not only **consumes valuable EMS resources** but also extends to police and hospital services, diverting them from other critical emergencies. The repetitive nature of these calls without proper resolution exacerbates the strain on the entire emergency response system.

Experts emphasize the importance of securing **long-term funding** to address these issues, cautioning against over-reliance on EMS services. Many of these cases could be more effectively managed in other healthcare settings, reducing the strain on emergency responders.

Other Mental Health Partner Agencies/Resources

In addition to the mental health services previously mentioned, Brazoria County offers several other support agencies and resources:

- [**Youth & Family Counseling Services \(YFCS\)**](#): A counseling agency that employs therapists, social workers, and case managers focused on preventing child abuse, neglect, and delinquency across Brazoria, Wharton, and Matagorda Counties. YFCS partners with Pearland ISD to provide in-person therapy for students.
- [**Texas Child Health Access Through Telemedicine \(TCHATT\)**](#): Provides telemedicine programs to school districts, offering free therapy for up to five sessions and annual training for Pearland ISD counselors to refer students through an online portal.
- [**Bay Area Council on Drugs and Alcohol \(BACODA\)**](#): A non-profit that provides education, prevention, intervention, and recovery services for substance use disorders in Brazoria and surrounding counties.
- [**Gulf Coast Center**](#): Operates 11 sites offering mental and behavioral health services, including a 24-hour crisis hotline, psychotropic medication, group therapy, and dual diagnosis treatment. The center serves a wide range of patients, including seniors, adults, young adults, and those referred from the judicial system. It also provides housing services, chronic illness management, and telemedicine.
- [**Counseling Connections for Change**](#): A faith-based non-profit offering remote services with licensed therapists and a sliding scale payment option. The organization is working on a facility rehabilitation project in Pearland. The organization offers telehealth options, serves a diverse range of clients and has a program to supervisor clinical interns. Addressing the shortage of mental health professionals in the community is a key area of focus.
- [**Community Health Network Callaway Center**](#): A Federally Qualified Health Center providing telemedicine, outpatient treatment, and dual diagnosis disorder treatment. The center supports a diverse range of clients, including military families, LGBT individuals, and court-referred patients.
- [**Shiloh Treatment Center**](#): A mental health facility offering residential treatment, partial hospitalization, behavior modification, and group therapy for children and adolescents. Shiloh specializes in treating PTSD, traumatic brain injury, and serious emotional disturbances.
- [**Sweeny Community Hospital Senior Horizons/Counseling Associates**](#): A mental health clinic providing outpatient, telehealth, and partial hospitalization services. It offers individual and group therapy, with a focus on seniors, adolescents, and young adults.
- [**Institutions Recovery & Wellness Center**](#): An outpatient clinic that specializes in helping individuals, couples, and families with complex issues like substance use and disordered eating.

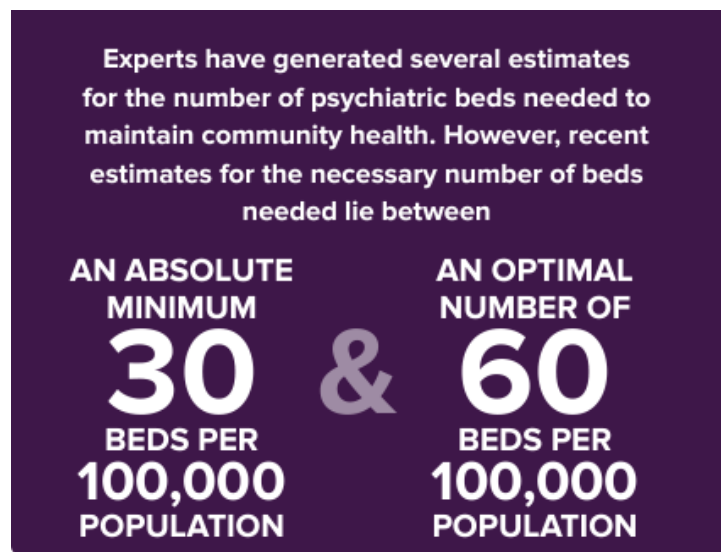
These organizations play a key role in addressing the diverse mental health needs of Brazoria County residents.

Addressing the Behavioral Health Crisis: Strategic Solutions and Key Recommendations

This analysis has explored how behavioral health needs in both Texas and the nationally are escalating at an unprecedented rate, with projections indicating a significant increase over the next decade. Brazoria County, Texas, is particularly vulnerable due to its lack of psychiatric beds and limited mental health resources. **The pressing need for an inpatient crisis center is evident but addressing the behavioral health crisis requires a comprehensive approach that includes community-based interventions.** This analysis explores the current state of behavioral health needs in Brazoria County, examines expert recommendations on psychiatric bed requirements, and discusses both inpatient and community-based solutions to mitigate the rising behavioral health challenges.

Key Finding: The Need for an Inpatient Psychiatric Crisis Center in Brazoria County

Brazoria County faces a critical shortage of psychiatric beds, a situation that hampers the ability to provide adequate care for individuals experiencing mental health crises. According to the Treatment Advocacy Center (TAC), an organization founded in 1998 by Dr. E. Fuller Torrey with support from the Stanley Family Foundation, the **minimum recommended number of psychiatric beds is 30 per 100,000 population**, with an **optimal number being 60 per 100,000**. For Brazoria County's 2023 population, this translates to a need for **115 to 231 psychiatric beds**. Currently, the county falls significantly short of this benchmark, exacerbating the strain on existing healthcare facilities and leaving many individuals without the necessary care.



An international panel of 65 mental health experts has also emphasized the critical shortage of psychiatric beds globally. Their consensus aligns with TAC's recommendations, underscoring that a minimum of 30 beds per 100,000 population is essential to maintain community health, with 60 beds per 100,000 being optimal. In Brazoria County, with a population nearing 400,000, this requires a minimum of 120 beds with an optimal number of 240. This is clearly an ideal, however, and actual numbers will depend on resource allocation.

Expert Recommendations and National Trends

The American Hospital Association (AHA), a national organization representing hospitals and healthcare networks, conducted interviews between December 2019 and January 2020 with senior healthcare and community leaders across the United States. All participants reported facing significant challenges in meeting the behavioral health needs in their regions. The AHA's findings indicate a nationwide struggle to provide adequate mental health services, reinforcing the necessity for both inpatient facilities and community-based interventions.

AHA's Behavioral Health Strategic Priorities | 2024

In spring 2020, the AHA identified three strategic priorities — Relief, Recovery and Rebuilding — to start planning for what health care should look like in a post-pandemic world. To further unify its strategic efforts, the AHA also established three strategic focus areas, which include workforce, health equity and behavioral health. Below you will find the goals for the behavioral health strategic priority.



Integration

Increase hospitals and health systems' integration of physical and behavioral health services in acute inpatient, emergency department, and primary care.



Community Partnerships

Further initiatives by hospitals and health systems, community partners, social service agencies, and others to expand access to a continuum of behavioral health services in a region.



Stigma Reduction

Reduce stigma and deaths of despair, while addressing the unique stigmas of specific age groups, cultures and other demographics.



Suicide Prevention

Prevent suicide through behavioral health initiatives, awareness and intervention.

Since 2017, 37 behavioral health hospitals have been added across the country, and from 2020 to 2021, there was notable growth in behavioral health consultation services in acute inpatient care, emergency services, extended care, and primary care sectors. Despite these additions, many regions, including Brazoria County, continue to face shortages in mental health resources.

In early 2024, Becker's Hospital Review named 36 hospitals and health systems with exemplary psychiatry and mental health programs. Notably, five of these institutions are located in Texas, accounting for 14% of the list:

4. **Baylor Scott and White Health (Dallas):** Offers outpatient services, including individual, group, couples, family, cognitive therapy, and telepsychiatry, as well as inpatient treatment.

5. **Christus Health (Irving):** Provides several behavioral and mental health programs catering to children and adolescents, inpatient services for adults, and a geriatric program addressing issues related to aging, grief, loss, and life transitions.
6. **Covenant Children's Hospital (Lubbock):** Opened a pediatric relational health center in 2023 for outpatient, intensive outpatient, and partial hospitalization programs for children and adolescents.
7. **Medical City Healthcare, North Texas Division of HCA Healthcare (Dallas):** Employs approximately 630 psychiatric professionals, operates a 124-bed inpatient psychiatric facility, offers outpatient services and intensive care programs, and is scheduled to open a \$50 million mental health and wellness center in 2024.
8. **Texas Children's Hospital (Houston):** Focuses on early intervention to address behavioral health issues, aiming to avoid inpatient visits through intensive outpatient services and a mobile behavioral health unit.

According to Gordian's RSMeans Online Building Models, new hospital construction costs have increased by 15% since 2019. The table below outlines the cost per square foot for a 3-story general hospital building.²⁹

Location	2019	2020	2021	2022	2023
National Average	\$362.69	\$371.48	\$382.12	\$400.11	\$419.18
New York, NY	\$484.88	\$494.19	\$506.94	\$523.11	\$540.45
Chicago, IL	\$436.50	\$444.21	\$456.40	\$474.03	\$494.76
Boston, MA	\$414.67	\$427.46	\$433.44	\$454.36	\$479.38
Los Angeles, CA	\$409.55	\$419.04	\$430.83	\$452.05	\$475.20
Ann Arbor, MI	\$362.97	\$369.02	\$382.83	\$396.83	\$409.43
Omaha, NE	\$330.20	\$340.43	\$352.74	\$363.59	\$383.59
Denver, CO	\$323.44	\$333.80	\$345.51	\$362.23	\$378.97
Atlanta, GA	\$322.76	\$329.05	\$342.71	\$359.46	\$375.52
Phoenix, AR	\$320.55	\$327.81	\$332.73	\$351.97	\$373.71
Houston, TX	\$312.00	\$320.44	\$329.72	\$341.67	\$357.30

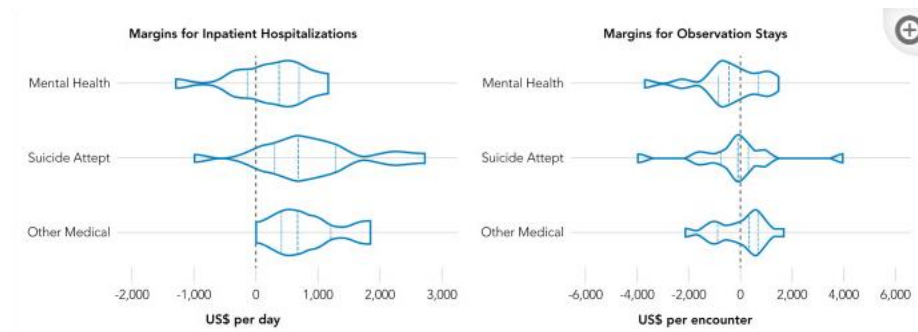
Please note: Square foot models are used for planning and budgeting and are not meant for detailed estimates.

A 2020 study³⁰ examined the costs and reimbursements for mental health hospitalizations across 17 children's hospitals. The researchers found that financial margins were lower for mental health cases, including suicide attempts, resulting in a combined loss of over \$26 million. Additionally, the study revealed that hospitals saw

²⁹ <https://www.bdcnetwork.com/healthcare-construction-costs-2023>

³⁰ Herndon AC, Williams D, Hall M, Gay JC, Browning W, Kreth H, Plemmons G, Morgan K, Neeley M, Ngo ML, Clewner-Newman L, Dalton E, Griffith H, Crook T, Douppnik SK. Costs and Reimbursements for Mental Health Hospitalizations at Children's Hospitals. *J Hosp Med.* 2020 Dec;15(12):727-730. doi: 10.12788/jhm.3411. PMID: 32496188; PMCID: PMC8034672. <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC8034672/>

better margins for inpatient stays compared to observation status, largely due to health insurance reimbursement practices.



Tackling Brazoria County's Mental Health Crisis: Bold Solutions for a Growing Problem

Brazoria County is experiencing increasing behavioral health challenges, requiring a strong and efficient response to protect the community and address these concerns. This section presents key strategies and recommendations aimed at safeguarding families while ensuring responsible use of taxpayer dollars.

1. Build an Inpatient Crisis Center – Invest in Practical Solutions

A centralized inpatient crisis center in Brazoria County would provide essential care for severe mental health emergencies. With an undersupply of psychiatric beds—experts recommend **115 to 231 beds** for the county—there's a pressing need for balanced resource allocation between medical and behavioral health services. Addressing mental health now will help prevent long-term, costly issues.

2. Expand Outpatient Services and Strengthen Local Clinics – Provide Efficient, Community-Based Care

Strengthening outpatient programs allows people to receive treatment locally, avoiding the high costs of hospitalization. Clinics like Stephen F. Austin Health Center, Fort Bend Family Health Center, and Gulf Coast Center are key resources but need additional support to meet rising demand. Better coordination between inpatient and outpatient care will reduce readmissions and lower costs. Hiring local workers, such as Community Health Workers (CHWs) and Registered Nurses (RNs), can create jobs and keep care within the community.

3. Enhance School-Based Mental Health Programs

Record levels of anxiety and depression among children are leading to troubling consequences, including 1,200 annual school visits for suicide and self-harm. **Expanding school-based mental health services** can identify issues early, improve student outcomes, and reduce long-term healthcare costs.

4. Increase Community Awareness

Many people are unaware of how to recognize mental health challenges. Programs like Mental Health First Aid can empower individuals to identify and address mental health and substance use issues early, reducing stigma and reliance on emergency care.

5. Develop a Mobile Crisis Response Program – Relieve Law Enforcement

A mobile crisis response team composed of trained mental health professionals can handle non-criminal emergencies, allowing law enforcement to focus on public safety. Such a program could integrate with local FQHCs, Gulf Coast Center, or Kelsey-Seybold's Mobile Health Program to provide timely, appropriate care for individuals in crisis.

6. Boost Substance Use Disorder (SUD) Services – Address Addiction

With only two Opioid Treatment Programs (OTPs) in Brazoria County, the growing opioid crisis and increasing alcohol use require expanded SUD services. Enhancing these programs will reduce strain on emergency services and prevent addiction from causing further harm to the community.

7. Leverage Technology – Modernize Mental Health Care

Innovative technologies, such as AI tools and coordinated care systems, can extend the reach of mental health services and maximize efficiency. Investing in technology will improve care delivery while lowering costs.

Conclusion

Brazoria County is facing a growing mental health crisis that demands immediate, decisive action. By establishing an inpatient crisis center and expanding community-based, cost-effective solutions—including outpatient care, school programs, mobile crisis teams, and technology—Brazoria County can protect its residents, save taxpayer dollars, and ensure families receive the support they need.



AGENDA COMMENTARY

Meeting Date: 11/7/2024

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a master preliminary plat of Kendall Lakes South (located south of the existing Kendall Lakes Subdivision), a Planned Unit Development being a subdivision of 112.708 acres of land located in H.T.& B.R.R. Co. Survey, Section 40, A-482 and Hooper and Wade Survey, Section 24, A-485 City of Alvin, Brazoria County, Texas.

Type of Item: Plat

Summary: On October 9, 2024, the Engineering Department received the master preliminary plat of Kendall Lakes South for review. The property is located south of the existing Kendall Lakes Subdivision along Highway 35. This master preliminary plat consists of 174 lots, 9 reserves, and 6 blocks and complies with the City of Alvin's Planned Unit Development section of the Subdivision Ordinance.

The City Planning Commission approved the plat unanimously at their meeting on October 15, 2024. Staff recommends approval of the plat.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: **Amount:**

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐

Date Completed: 10/29/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed:

Supporting documents attached:

1. Master Preliminary Plat Kendall Lakes South
-

Recommendation: Move to approve a master preliminary plat of Kendall Lakes South (located south of the existing Kendall Lakes Subdivision), a Planned Unit Development being a subdivision of 112.708 acres of land located in H.T.& B.R.R. Co. Survey, Section 40, A-482 and Hooper and Wade Survey, Section 24, A-485 City of Alvin, Brazoria County, Texas.

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: ☒

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PUD GREEN SPACE CALCULATION

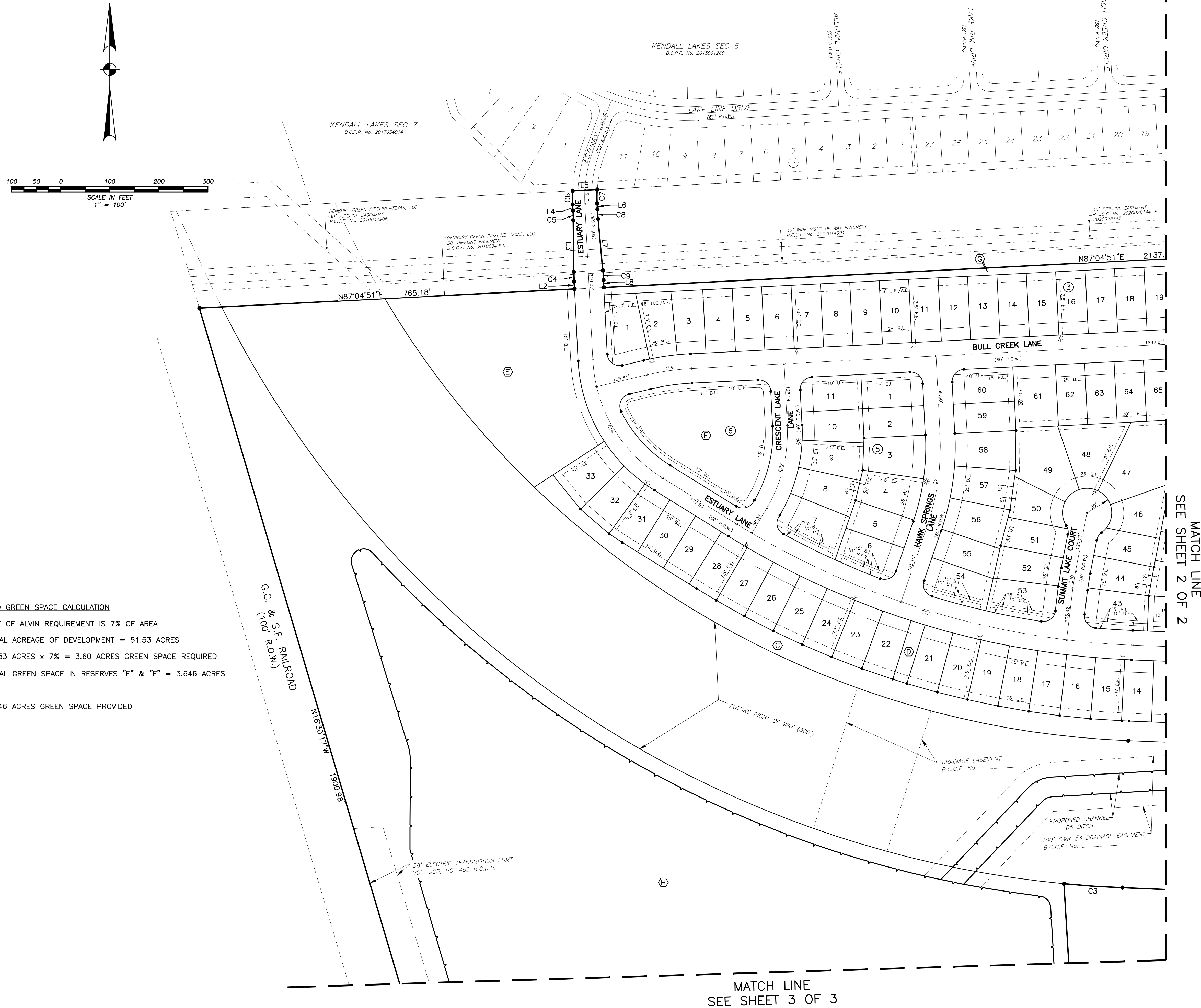
CITY OF ALVIN REQUIREMENT IS 7% OF AREA

TOTAL ACREAGE OF DEVELOPMENT = 51.53 ACRES

51.53 ACRES x 7% = 3.60 ACRES GREEN SPACE REQUIRED

TOTAL GREEN SPACE IN RESERVES "E" & "F" = 3.646 ACRES

3.646 ACRES GREEN SPACE PROVIDED



**MASTER PRELIMINARY PLAT OF
KENDALL LAKES
SOUTH**

A PLANNED UNIT DEVELOPMENT BEING
A SUBDIVISION OF 112.706 ACRES OF LAND LOCATED
IN H.T. & B.R.R. CO. SURVEY, SECTION 40, A-482
AND HOOPER AND WADE SURVEY, SECTION 24, A-485
BRAZORIA COUNTY, TEXAS

174 LOTS 6 BLOCKS 9 RESERVES

DATE: OCTOBER, 2024 SCALE: 1" = 100'

OWNER:

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.,
A TEXAS LIMITED PARTNERSHIP, D/B/A FRIENDSWOOD
DEVELOPMENT COMPANY

ENGINEER

r.g. miller

DCCM

R.G. Miller Engineers, Inc. | TxEng F - 487

16340 Park Ten Place, Ste 350
Houston, TX 77084

713.461.9600 | rgmiller.com

SURVEYOR

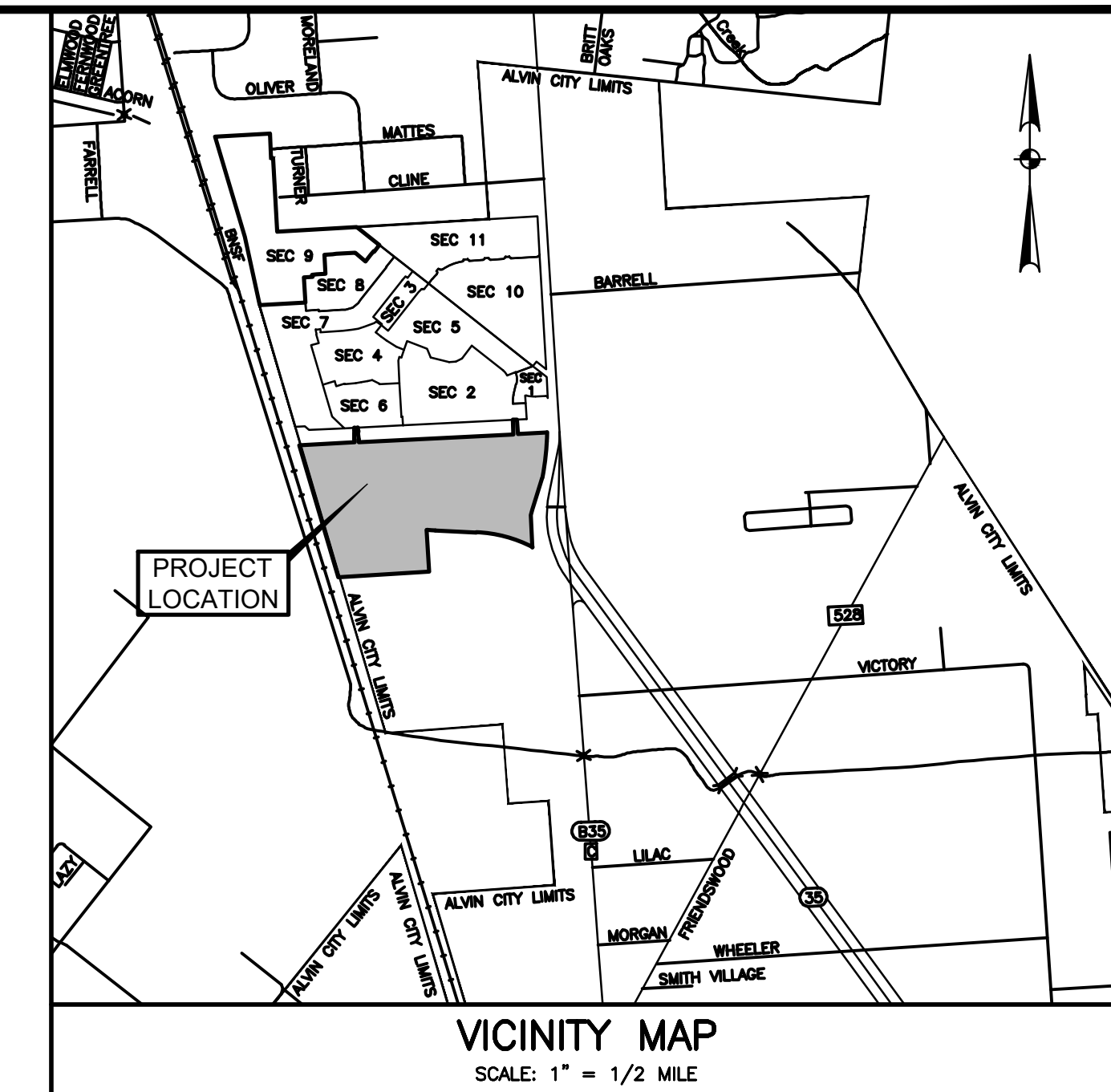
MILLER SURVEY

DCCM

Miller Survey | Firm Reg. No. 10047100

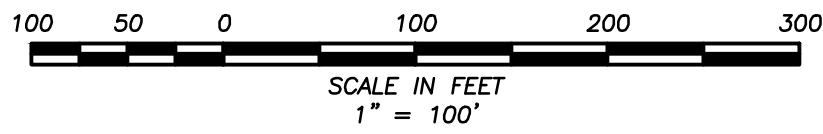
1760 W. Sam Houston Pkwy N.
Houston, TX 77043

713.413.1900 | millersurvey.com SHEET 1 OF 3



LEGEND

- B.L. = BUILDING LINE
- B.C.C.F. = BRAZORIA COUNTY CLERK'S FILE
- B.C.D.R. = BRAZORIA COUNTY DEED RECORDS
- B.C.P.R. = BRAZORIA COUNTY PLAT RECORDS
- CO. = COMPANY
- E.E. = ELECTRIC EASEMENT
- LTD. = LIMITED
- N.R. = NON-RADIAL
- No. = NUMBER
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- R. = RADIUS
- R.O.W. = RIGHT-OF-WAY
- S.S.E. = SANITARY SEWER EASEMENT
- STM.S.E. = STORM SEWER EASEMENT
- U.E. = UTILITY EASEMENT
- VOL. = VOLUME
- W.L.E. = WATER LINE EASEMENT
- = STREET NAME CHANGE
- ① = BLOCK NUMBER
- * = STREET LIGHT
- = SET 5/8-INCH IRON ROD (UNLESS OTHERWISE NOTED)
- ⊙ = FOUND 5/8-INCH CAPPED IRON ROD (UNLESS OTHERWISE NOTED)



LINE TABLE		
LINE	BEARING	LENGTH
L1	S17°00'47"W	78.14'
L2	N02°56'09"W	14.89'
L3	N00°37'39"W	105.04'
L4	N02°56'09"W	12.12'
L5	N87°04'51"E	50.26'
L6	S02°55'09"E	12.23'
L7	S05°12'40"E	105.03'
L8	S02°55'09"E	14.78'
L9	N87°04'51"E	60.00'

CURVE TABLE				
CURVE	ARCH LENGTH	RADIUS	DELTA	CHORD BEARING
C1	631.25'	3779.830'	9°34'07"	N05°57'56"E
C2	811.00'	1850.000'	25°07'02"	N75°09'12"W
C3	119.39'	2150.000'	3°10'54"	S86°07'16"E
C4	20.00'	500.000'	2°17'30"	S01°46'24"E
C5	20.00'	500.000'	2°17'31"	N01°46'24"W
C6	28.10'	300.000'	5°22'00"	S00°14'09"E
C7	28.12'	250.000'	6°28'38"	S00°18'10"W
C8	20.00'	500.000'	2°17'31"	S04°03'55"E
C9	20.00'	500.000'	2°17'31"	N04°03'54"W
C10	159.33'	450.000'	20°17'13"	N06°52'06"E
C11	98.93'	800.000'	7°05'08"	S13°28'09"W
C12	205.99'	800.000'	14°43'28"	N80°21'00"W
C13	852.94'	1655.000'	28°31'48"	S72°56'50"E
C14	289.36'	300.000'	55°15'48"	S30°33'03"E
C15	28.11'	275.000'	5°51'22"	S00°00'32"W
C16	90.93'	500.000'	10°20'11"	S81°52'16"W
C17	39.10'	300.000'	7°28'05"	N89°11'08"W
C18	45.91'	300.000'	8°46'05"	S06°40'19"W
C19	70.89'	50.000'	8°11'35"	S81°40'19"W
C20	36.05'	500.000'	4°07'53"	S08°59'28"W
C21	190.67'	500.000'	21°50'58"	N08°00'20"E
C22	175.14'	300.000'	33°27'00"	N13°48'21"E

SYMBOL	DESCRIPTION	RESERVE USE	AREA
	RESTRICTED RESERVE "A"	RESTRICTED TO LANDSCAPE/OPEN SPACE USE	0.210 AC. - 9,179 S.F.
	RESTRICTED RESERVE "B"	RESTRICTED TO LANDSCAPE/OPEN SPACE USE	0.149 AC. - 6,523 S.F.
	RESTRICTED RESERVE "C"	RESTRICTED TO LANDSCAPE/OPEN SPACE USE	1.933 AC. - 84,238 S.F.
	RESTRICTED RESERVE "D"	RESTRICTED TO LANDSCAPE/OPEN SPACE USE/DRAINAGE USE	0.086 AC. - 3,749 S.F.
	RESTRICTED RESERVE "E"	RESTRICTED TO GREEN SPACE USE	2.364 AC. - 103,002 S.F.
	RESTRICTED RESERVE "F"	RESTRICTED TO GREEN SPACE USE	1.281 AC. - 55,815 S.F.
	RESTRICTED RESERVE "G"	RESTRICTED TO LANDSCAPE/OPEN SPACE USE	0.736 AC. - 32,064 S.F.
	RESTRICTED RESERVE "H"	RESTRICTED TO DETENTION/ DRAINAGE USE	29.87 AC. - 1,301,193 S.F.
	RESTRICTED RESERVE "I"	RESTRICTED TO COMMERCIAL USE	7.753 AC. - 337,724 S.F.
TOTAL			44.382 AC. - 1,933,505 S.F.

SEE SHEET 1 OF 2



STATE HIGHWAY 35

MASTER PRELIMINARY PLAT OF KENDALL LAKES SOUTH

A PLANNED UNIT DEVELOPMENT BEING
A SUBDIVISION OF 112.706 ACRES OF LAND LOCATED
IN H.T.& B.R.R. CO. SURVEY, SECTION 40, A-482
AND HOOPER AND WADE SURVEY, SECTION 24, A-485
BRAZORIA COUNTY, TEXAS

174 LOTS 6 BLOCKS 9 RESERVES

DATE: OCTOBER, 2024 SCALE: 1" = 100'

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681 GREENS PARKWAY, SUITE 220
HOUSTON, TEXAS 77067
281-875-1152

ENGINEER

r.g. miller

DCCM

R.G. Miller Engineers, Inc. | TxEng F - 487

16340 Park Ten Place, Ste 350
Houston, TX 77084

713.461.9600 | rgmiller.com

SURVEYOR

MILLER SURVEY

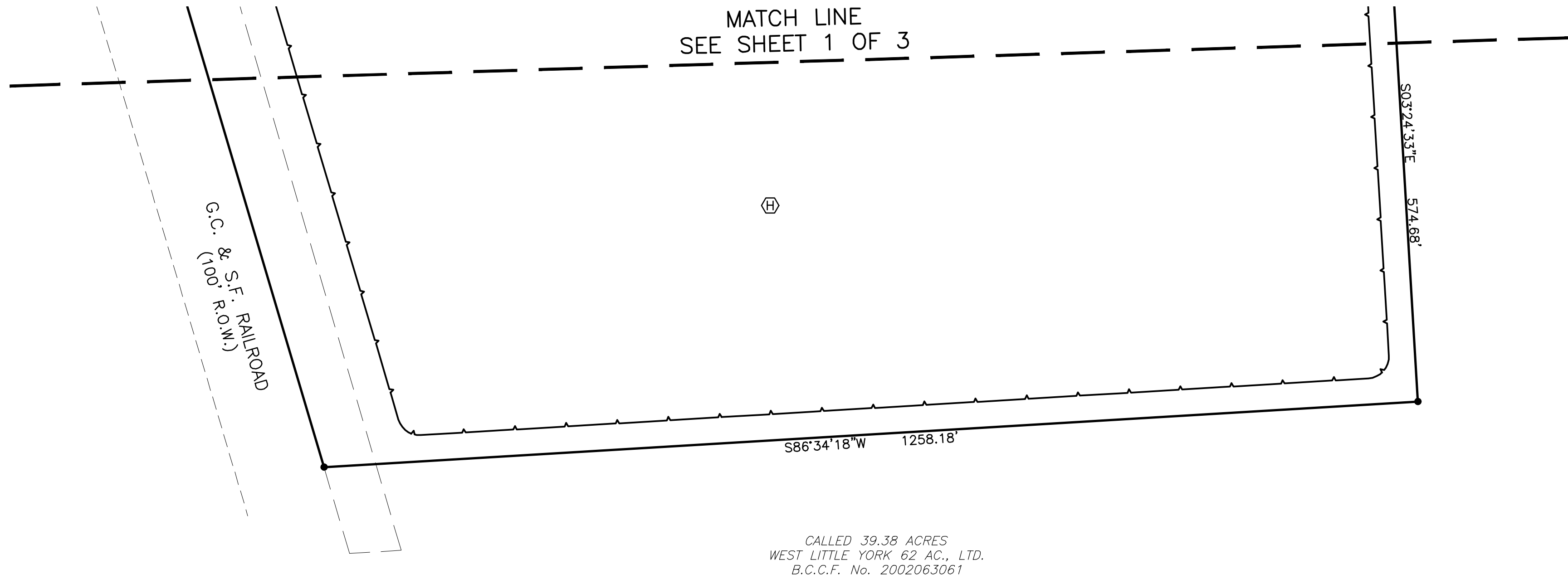
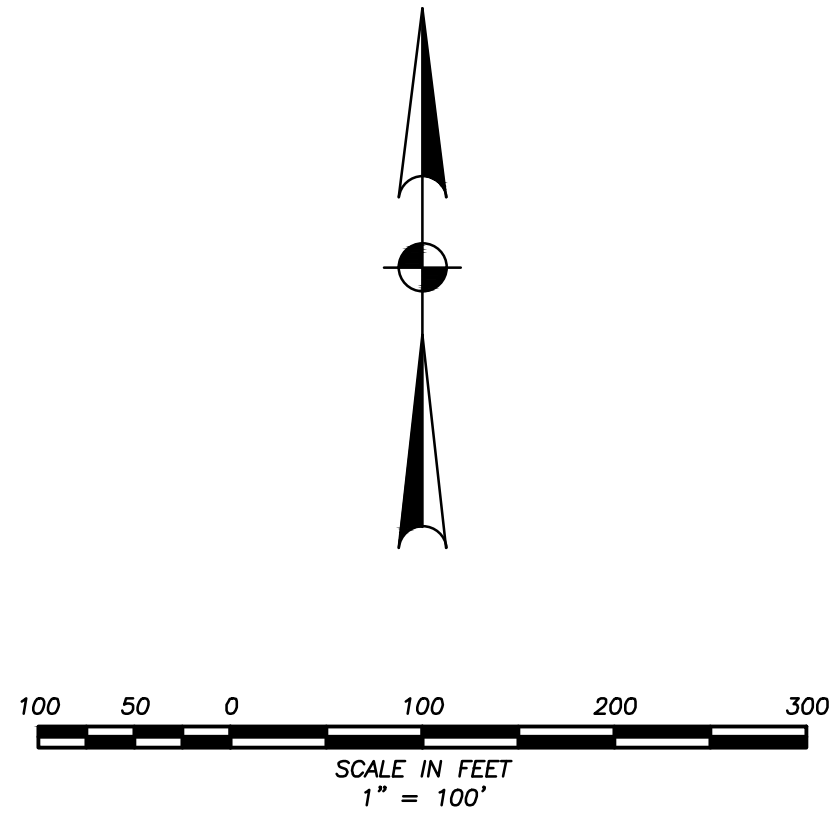
DCCM

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LOT TABLE SUMMARY		
LOT	BLOCK	SQUARE FEET
1	1	11,939
2	1	10,307
3	1	9,142
4	1	8,373
5	1	7,738
6	1	7,620
7	1	7,620
8	1	7,620
9	1	7,620
10	1	7,620
11	1	7,620
12	1	7,620
13	1	7,620
14	1	7,620
15	1	7,620
16	1	7,686
17	1	8,597

LOT TABLE SUMMARY		
LOT	BLOCK	SQUARE FEET
1	2	7,706
2	2	8,005
3	2	8,012
4	2	7,540
5	2	7,500
6	2	7,500
7	2	7,500
8	2	7,500
9	2	7,500
10	2	7,500
11	2	7,500
12	2	7,500
13	2	7,500
14	2	7,539
15	2	7,653
16	2	7,653
17	2	7,653
18	2	7,653
19	2	7,652
20	2	7,653
21	2	7,693
22	2	7,947
23	2	7,907
24	2	7,907
25	2	7,907
26	2	7,907
27	2	7,907
28	2	7,868
29	2	7,750
30	2	7,750
31	2	8,067
32	2	8,195
33	2	9,525

LOT TABLE SUMMARY		
LOT	BLOCK	SQUARE FEET
1	3	10,591
2	3	8,569
3	3	8,007
4	3	7,740
5	3	7,740
6	3	7,740
7	3	7,740
8	3	7,740
9	3	7,740
10	3	7,740
11	3	7,740
12	3	7,740
13	3	7,740
14	3	7,740
15	3	7,740
16	3	7,740
17	3	7,740
18	3	7,740
19	3	7,740
20	3	7,740
21	3	7,740
22	3	7,740
23	3	7,740
24	3	7,740
25	3	7,740
26	3	7,740
27	3	7,740
28	3	7,740
29	3	7,740
30	3	7,740
31	3	7,740
32	3	7,740
33	3	7,740
34	3	7,740
35	3	9,468

LOT TABLE SUMMARY		
LOT	BLOCK	SQUARE FEET
1	4	11,374
2	4	7,883
3	4	7,883
4	4	7,883
5	4	7,883
6	4	7,883
7	4	7,883
8	4	7,883
9	4	7,883
10	4	9,899
11	4	11,603
12	4	7,647
13	4	7,500
14	4	7,500
15	4	7,500
16	4	7,500
17	4	7,500
18	4	10,816
19	4	9,592
20	4	7,633
21	4	7,633
22	4	7,633
23	4	7,633
24	4	7,633
25	4	8,697
26	4	13,049
27	4	10,269
28	4	22,464
29	4	14,450
30	4	9,610
31	4	9,759
32	4	9,450
33	4	9,102
34	4	8,774
35	4	8,446

LOT TABLE SUMMARY		
LOT	BLOCK	SQUARE FEET
36	4	9,194
37	4	13,660
38	4	8,642
39	4	7,500
40	4	7,500
41	4	8,193
42	4	9,157
43	4	8,875
44	4	7,907
45	4	7,404
46	4	10,905
47	4	18,816
48	4	12,268
49	4	13,755
50	4	7,448
51	4	7,669
52	4	8,577
53	4	10,408
54	4	8,874
55	4	7,784
56	4	9,161
57	4	9,146
58	4	9,146
59	4	7,503
60	4	8,616
61	4	10,842
62	4	7,500
63	4	7,500
64	4	7,500
65	4	7,500
66	4	7,720
67	4	7,720
68	4	7,720
69	4	7,720
70	4	7,720
71	4	7,720
72	4	7,720
73	4	7,720
74	4	7,720
75	4	7,720
76	4	7,720
77	4	7,720
78	4	11,189

LOT TABLE SUMMARY		
LOT	BLOCK	SQUARE FEET
1	5	8,616
2	5	7,505
3	5	9,725
4	5	9,490
5	5	7,526
6	5	8,874
7	5	11,650
8	5	8,603
9	5	8,488
10	5	7,965
11	5	8,616

MASTER PRELIMINARY PLAT OF KENDALL LAKES SOUTH

A PLANNED UNIT DEVELOPMENT BEING
A SUBDIVISION OF 112.706 ACRES OF LAND LOCATED
IN H.T.& B.R.R. CO. SURVEY, SECTION 40, A-482
AND HOOPER AND WADE SURVEY, SECTION 24, A-485
BRAZORIA COUNTY, TEXAS

174 LOTS 6 BLOCKS 9 RESERVES

DATE: OCTOBER, 2024 SCALE: 1" = 100'

OWNER:

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.,
A TEXAS LIMITED PARTNERSHIP, D/B/A FRIENDSWOOD
DEVELOPMENT COMPANY

681 GREENS PARKWAY, SUITE 220
HOUSTON, TEXAS 77067
281-875-1152

ENGINEER

r.g. miller

DCCM

R.G. Miller Engineers, Inc. | TxEng F - 487

16340 Park Ten Place, Ste 350
Houston, TX 77084

713.461.9600 | rgmiller.com

SURVEYOR

MILLER SURVEY

DCCM

Miller Survey | Firm Reg. No. 10047100

1760 W. Sam Houston Pkwy N.
Houston, TX 77043

713.413.1900 | millersurvey.com SHEET 3 OF 3



AGENDA COMMENTARY

Meeting Date: 11/7/2024

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider Ordinance 24-EE, annexing approximately 168.36 acres of land located in Brazoria County, Texas, into the corporate limits of the City of Alvin; approving a service plan for the annexed area; making findings of fact; providing a severability clause; providing for an effective date; and providing for other matters related thereto.

Type of Item: Ordinance

Summary: On or about August 9, 2024, the City received a Petition for Annexation from WB West Alvin Land, LLC, for the annexation of two (2) tracts of land totaling approximately 168.36 acres of land into the City and into the Preservation Creek development, located east of State Highway 288, and south of FM 1462. Public hearings were held on October 3 and October 17, 2024.

This 168.36 acres will be contained within Preservation Creek MUD No. 1, and the entire MUD will be within the City's corporate limits. Additionally, TIRZ No. 1 will be expanded to encompass the entire boundaries of the MUD, including this 168.36 acres. By annexing these acres into the corporate limits, the City will be able to collect tax increments over these parcels, as well.

Staff recommends approval.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: **Amount:**

1295 Form Yes ☐ No ☒
Required?

Legal Review Required: N/A ☐ Required ☒

Date Completed: 11/4/2024 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed:

Supporting documents attached:

1. Ord 24-EE; Preservation Creek Annexation
 2. Exhibit A - Metes and Bounds and Map
 3. Exhibit B - Preservation Creek Development Agreement
 4. Petition to Annex into Alvin corp limits_168.36 acres
 5. Annexation Schedule - Preservation Creek
-

Recommendation: Move to approve Ordinance 24-EE, annexing approximately 168.36 acres of land located in Brazoria County, Texas, into the corporate limits of the City of Alvin; approving a service plan for the annexed area; making findings of fact; providing a severability clause; providing for an effective date; and providing for other matters related thereto.

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 24-EE

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, ANNEXING APPROXIMATELY 168.36 ACRES LAND LOCATED IN BRAZORIA COUNTY, TEXAS, INTO THE CORPORATE LIMITS OF THE CITY OF ALVIN; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Alvin, Texas (the “City”), is a home-rule municipality authorized by State law and Charter to annex territory lying adjacent and contiguous to the City;

WHEREAS, on August 9, 2024, the City received a Petition for Annexation from WB West Alvin Land, LLC, the owner of the property, as hereinafter described, in compliance with the Texas Local Government Code and Section 5 of Article I of the City Charter;

WHEREAS, the property, as hereinafter described, is adjacent to the present City limits;

WHEREAS, the City Council authorized the commencement of annexation proceedings with respect to the subject property described in Exhibit A on September 5, 2024, in Resolution 24-R-25;

WHEREAS, two (2) separate public hearings, publications and notices were provided prior to consideration of this Ordinance, in accordance with the Texas Local Government Code;

WHEREAS, the City intends to provide services to the property to be annexed according to the Development Agreement with WB West Alvin Land, LLC, dated June 15, 2023 (the “Development Agreement”);

WHEREAS, the Annexed Property (as defined herein) will be included within the boundaries of Preservation Creek Municipal Utility District No. 1 (the “MUD”) when such municipal utility district is declared to be created pursuant to Section 49.102(e) of the Texas Water Code, as amended.

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

Section 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Section 2. That the following described property not previously annexed by the City, (hereinafter referred to as the “Annexed Property”), is hereby annexed into the corporate limits of the City of Alvin:

Tract 1

A 130.63 acre tract of land situated in the C. M. Hays Survey, Abstract 534 and the W.D.C. Hall Survey, Abstract 69, Brazoria County, Texas, being out of lots 1, 2, 3, 4, 15, 16, 17, 18, 19 and 20 of Kanawha Texas Company's Subdivision as recorded under Volume 2, Page 53 of the Brazoria County plat records, and being all of that called 130.62 acre tract of land conveyed to Brazoria Meadows, LP by Deed recorded under Brazoria County Clerk's File No. (B.C.C.F. No.) 2004070827, more particularly described in Exhibit A and reflected in Exhibit B, attached hereto and incorporated for all purposes.

Tract 2

A 37.73-acre tract of land located in the H.T. & B. R.R. Co. Survey, Abstract 252 and the W.D.C. Hall Survey, Abstract 69, Brazoria County, Texas, including a portion of the northeast corner of said Kanawha Texas Company's Subdivision and Lot 9 therein, and being all that called 37.73 acre tract of land conveyed to Brazoria Meadows, LP. by Deed recorded under Brazoria County Clerk's File No. (B.C.C.F. No.) 2004070828, more particularly described in Exhibit A and reflected in Exhibit B, attached hereto and incorporated for all purposes.

Section 3. That the terms and conditions services provided to the Annexed Property are included in the Development Agreement and are hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B."

Section 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Development Agreement attached hereto as Exhibit "B," and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

Section 5. That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to include the Annexed Property as part of the City of Alvin.

Section 6. That the Annexed Property shall be assigned to Council District B.

Section 7. That the Annexed Property shall be annexed into the corporate limits of the City before the date by which the MUD is declared to be created pursuant to Section 49.102(e) of the Texas Water Code, as amended.

Section 8. Should 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 9. 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 10. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place,

and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED and APPROVED on the 7th day of November 2024.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

EXHIBIT “A”

Description of Property

EXHIBIT “B”

Development Agreement

EXHIBIT A

**METES AND BOUNDS DESCRIPTION
BEING 168.36 ACRES OF LAND
IN THE H.T. & B. R.R. CO. SURVEY, ABSTRACT 252,
W.D.C. HALL SURVEY, ABSTRACT 69,
C. M. HAYS SURVEY, ABSTRACT 534,
BRAZORIA COUNTY, TEXAS**

DESCRIPTION OF 168.36 ACRES OF LAND SITUATED IN THE H.T. & B. R.R. CO. SURVEY, ABSTRACT 252, THE W.D.C. HALL SURVEY, ABSTRACT 69 AND THE C. M. HAYS SURVEY, ABSTRACT 534, BRAZORIA COUNTY, TEXAS, SAID 168.36 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS TRACT 1 AND TRACT 2 BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

TRACT 1

DESCRIPTION OF A 130.63 ACRE TRACT OF LAND SITUATED IN THE C. M. HAYS SURVEY, ABSTRACT 534 AND THE W.D.C. HALL SURVEY, ABSTRACT 69, BRAZORIA COUNTY, TEXAS, BEING OUT OF LOTS 1,2,3,4,15,16,17,18,19 AND 20 OF KANAWHA TEXAS COMPANY'S SUBDIVISION AS RECORDED UNDER VOLUME 2, PAGE 53 OF THE BRAZORIA COUNTY PLAT RECORDS (VOL. PG. B.C.P.R.) AND BEING ALL OF THAT CALLED 130.62 ACRE TRACT OF LAND CONVEYED TO BRAZORIA MEADOWS, L.P. BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE No. (B.C.C.F. No.) 2004070827; SAID 130.63 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/4-inch iron pipe called for and found in the easterly right-of-way line of State Highway No. 288 (420 foot wide at this location based on TxDOT right-of-way maps dated 3-5-1968), said pipe having a plastic cap stamped "S. ADAMS RPLS 3666" marking the southwest corner of said 130.62 acre tract of land, same being a westerly corner of a called 2,698.22 acre tract of land described in the deed recorded under B.C.C.F. No. 02-034524;

- (1) **THENCE**, North 02°59'46" West, along the easterly right-of-way line of State Highway 288 for a distance of 3,112.76 feet to a 1/2-inch iron rod found marking the northwest corner of said 130.62 acre tract of land and a westerly corner of the called 2,698.22 acre tract of land;

THENCE, with the common lines of said 130.62 acre tract and said 2,698.22 acre tract for the following twelve (12) courses and distances:

- (2) North 87°19'48" East, for a distance of 1,983.14 feet (called 1982.80 feet) to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;
- (3) South 26°10'54" East, for a distance of 50.00 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;
- (4) South 11°49'20" East, for a distance of 407.85 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;
- (5) South 16°13'35" East, for a distance of 363.29 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;
- (6) South 16°27'05" West, for a distance of 924.95 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;
- (7) South 42°32'16" West, for a distance of 370.33 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;
- (8) South 02°43'27" West, for a distance of 428.58 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;
- (9) South 30°20'08" West, for a distance of 489.62 feet to a 1/2-inch iron rod with cap stamped "S. Adams RPLS 3666" called for and found for corner;

- (10) South 17°57'46" West, for a distance of 644.80 feet to a 1/2-inch iron rod called for and found for corner;
- (11) South 37°07'30" West, for a distance of 168.03 feet to a 1/2-inch iron rod called for and found for corner;
- (12) North 65°55'54" West, for a distance of 876.67 feet to a 1/2-inch iron rod found for corner;
- (13) South 87°00'42" West, for a distance of 144.92 feet (called 145.00 feet) to the **POINT OF BEGINNING** and containing 130.63 acres of land.

TRACT 2

DESCRIPTION OF A 37.73 ACRE TRACT OF LAND SITUATED IN THE H.T. & B. R.R. CO. SURVEY, ABSTRACT 252 AND THE W.D.C. HALL SURVEY, ABSTRACT 69, BRAZORIA COUNTY, TEXAS, INCLUDING A PORTION OF THE NORTHEAST CORNER OF SAID KANAWHA TEXAS COMPANY'S SUBDIVISION AND LOT 9 THEREIN, AND BEING ALL THAT CALLED 37.73 ACRE TRACT OF LAND CONVEYED TO BRAZORIA MEADOWS, L.P. BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE No. (B.C.C.F. No.) 2004070828; SAID 37.73 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an 1/2-inch iron rod called for and found marking northerly corner of the called 37.73 acre tract of land, same being the southwesterly corner of a called 0.5619 acre tract of land recorded under B.C.C.F. No. 2018007910 (being a part of an unrecorded subdivision known as Sandy Meadow Estates), said corner being in the easterly line of 52.2811 acre tract of land recorded under B.C.C.F. No. 2021055024;

- (1) **THENCE**, South 49°57'13" East, along the northeasterly line of said 37.73 acre tract of land, common to the southwesterly line of Sandy Meadow Estates, passing at 61.71 feet a 1-inch iron pipe found marking the southerly common corner of said 0.5617 acre tract and a 0.835 acre tract of land described in deed under B.C.C.F. No. 2015054190, passing at 406.13 feet a 1/2-inch iron pipe found marking the southerly common corner of said 0.835 acre tract and a called 1.16 acre tract of land described in deed under Volume 1654, Page 419 of the Brazoria County Deed Records (B.C.D.R.), passing at 601.04 feet a 3/4-inch iron pipe found marking the southerly common corner of said 1.16 acre tract of land and a called 1.475 acre tract of land described in deed under B.C.C.F. No. 91-029830, passing at 792.49 feet a 3/4-inch iron pipe found marking the southerly common corner of said 1.475 acre tract and a called 1.79 acre tract as described in deed under B.C.C.F. No. 85-017777, passing at 985.14 feet a 3/4-inch iron pipe found marking the southerly common corner said 1.79 acre tract and a called 2.874 acre tract of land as described under B.C.C.F. No. 84-036737, and continuing for a total distance of 1,185.28 feet to found 1/2-inch iron pipe marking an angle point, same being the southwest corner of a called 20.0033 acre tract of land described in deed under B.C.C.F. NO. 2020068993;
- (2) **THENCE**, South 49°46'26" East, along the common line of said 37.73 acre tract and said 20.0033 acre tract for a distance of 238.20 feet to a 1/2-inch iron pipe found marking an angle point of the herein described tract and being the westerly common corner of said 20.0033 acre tract and a called 42.122 acre tract of land as recorded under B.C.C.F. No. 2014043800;
- (3) **THENCE**, South 49°41'40" East, along the common line of line of said 37.73 acre tract and said 42.122 acre tract for a distance of 1,180.22 feet to a 3/4-inch iron pipe found marking the most easterly corner of said 37.73 acre tract and an angle point in said 42.122 acre tract, said pipe being in the northerly line of a called 40.13 acre tract of land described in deed recorded under B.C.C.F. No. 2014019841;
- (4) **THENCE**, South 86°54'59" West, along the common line of line of said 37.73 acre tract and said 40.13 acre tract for a distance of 1,739.86 (called 1,739.90) feet to 5/8-inch iron rod called for and found marking the westerly common corner of said 37.73 acre and said 40.13 acre tract of land, being in an easterly line of a called 2,698.22 acre tract of land described in deed recorded under B.C.C.F. No. 02-034524;

- (5) **THENCE**, North 03°00'29" West, along the common line of said 37.73 acre tract and said 2,698.22 acre tract for a distance of 334.75 feet to 3/4-inch iron rod called for and found marking an angle point common to said 37.73 acre tract and said 2,698.22 acre tract of land;
- (6) **THENCE**, South 86°53'38" West, continuing along said common line for a distance of 157.24 feet to a 1/2-inch iron rod with cap stamped "S. Adams RPLS 3666" found marking an angle point common to said 37.73 acre tract and said 2,698.22 acre tract of land;
- (7) **THENCE**, North 03°06'22" West, continuing along said common line for a distance of 100.00 feet to a 1/2-inch iron rod found marking an angle point in the westerly line of said 37.73 acre tract of land, said corner being the northeasterly corner of said 2,692.22 acre tract of land;
- (8) **THENCE**, North 03°03'17" West, along the common line of said 37.73 acre tract and the aforementioned 52.2811 acre tract for a distance of 1,349.78 feet to the **POINT OF BEGINNING** and containing 37.73 acres of land, and when both tracts of land are combined, they have a total area of 168.36 acres of land. This description accompanies a Land Title Survey (21108400V-PBLT01.dwg) prepared by EHRA dated December 17, 2021 and revised May 26, 2022.

EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPELS No. 10092300

Robert L Boelsche

Robert L. Boelsche, R.P.L.S.
Texas Registration No. 4446
10011 Meadowglen Lane
Houston, Texas 77042
713-784-4500



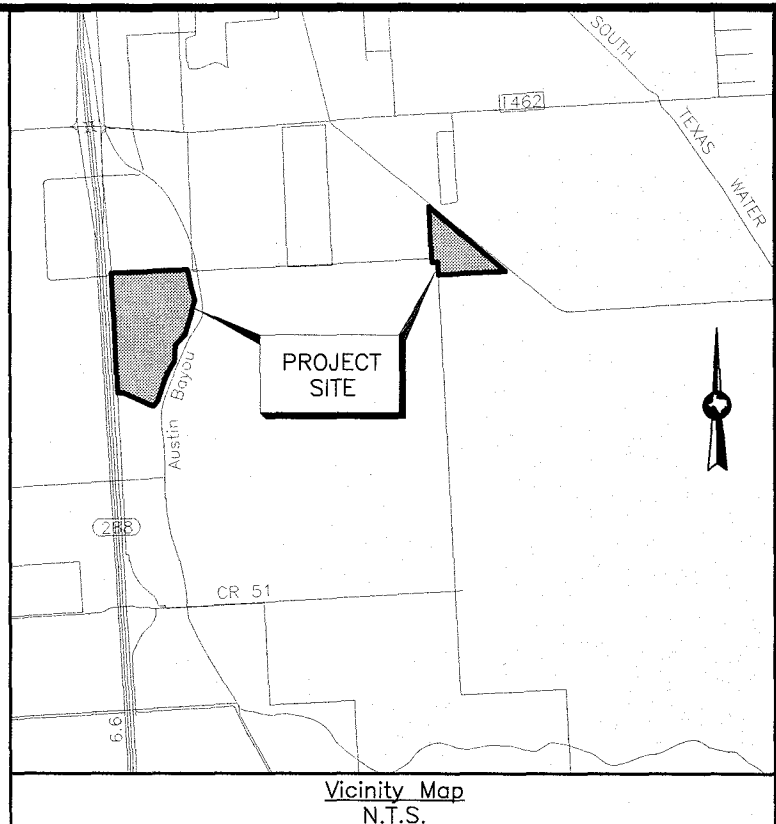
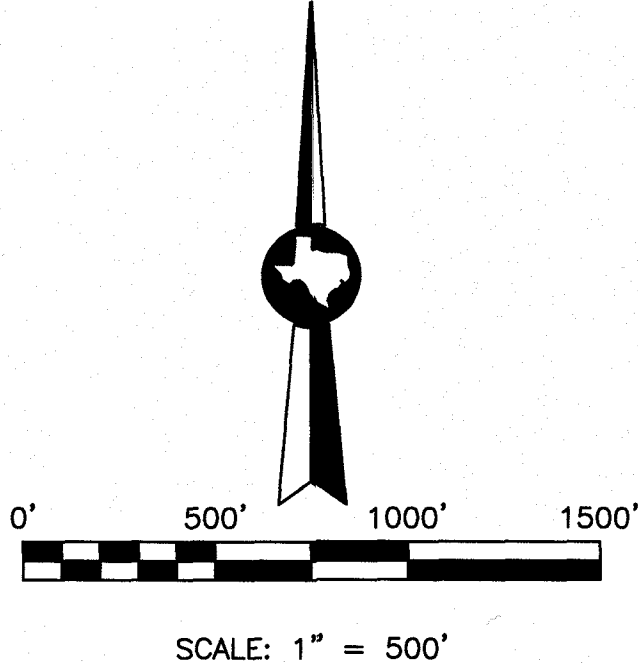
Date: December 17, 2021, Rev. May 26, 2022
Job No: 211-084-00
File No: R:\2021\211-084-00\Docs\Description\Boundary\21108400V-PBLT01-Tract 1.doc

EXHIBIT B

Ditch Highbank
Easement
Natural Gas
Overhead Power
Barbed Wire Fence
Chain Link Fence
Edge of Asphalt
Pavement Gravel

LEGEND

- BCM
B.C.C.F. NO.
B.C.D.R.
BOL
CIR
CM
CMP
D.E.
DG
EM
ER
ESMT
F.C. NO.
FNC
FND
IP
IR
IP
IP
MB
MH
MP
NG
PP
PLMK
PTP
RCP
R.O.W.
SN
SP
TPD
VOL.
PG
VOL.
WV
(FTD)
- Buried Cable Marker
• Brazoria County Clerk's File Number
• Brazoria County Deed Records
• Control Monument
• Corrugated Metal Pipe
• Drainage Easement
• Electric Meter
• Electric Riser
• Easement
• Film Code Number
• Fence
• Found
• Iron Pipe
• Iron Rod
• Light Pole
• Mail Box
• Manhole
• Meter Pole
• Natural Ground
• Pipeline Marker
• Power Pole
• Pinched Top Pipe
• Reinforced Concrete Pipe
• Right-Of-Way
• Sign
• Service Pole
• Telephone Pedestal
• Volume, Page
• Water Well
• Found TXDOT monument
• Set 5/8" Iron Rod with cap stamped "E.H.R. & A. 713-784-4500"



TRACT NUMBER	OWNER NAME	RECORDING INFORMATION
1	DAVID HARGROVE	B.C.C.F. NO. 2017051988
2	DOUGLAS E. BARKER	B.C.C.F. NO. 2009031244
3	AUTUMN LEANNE BARKER	B.C.C.F. NO. 2009031245
4	USA YETITE PETROSKY	B.C.C.F. NO. 2009031246
5	CAROLYN BARKER MCDUGALD	B.C.C.F. NO. 2009031247
6	R. PATINA AND K. MOYADO	B.C.C.F. NO. 2012045819
7	EDUARDO AND LYDIA RODRIGUEZ	B.C.C.F. NO. 2003033329
8	MARIA MERCEDES FLORES	B.C.C.F. NO. 2011019500
9	SALLY LYNN JOHNSON	B.C.C.F. NO. 2014045387
10	SANDRA AND OLIVIERO SOLE	B.C.C.F. NO. 201202289
11	JESSE GUTIERREZ	B.C.C.F. NO. 2015022847
12	H.L.H. ENTERPRISES, LLC	B.C.C.F. NO. 2015039544
13	JACK & ANN HENDERSON	B.C.C.F. NO. 2014036439
14	HEATH A. HARTENBERGER	B.C.C.F. NO. 2019037945
15	HEMAN & CAMAL RAMKUMAR	B.C.C.F. NO. 2000001444
16	MONDE TRUCKING, INC.	B.C.C.F. NO. 201505024
17	JORGE & IRIS CANACHO TOBON	B.C.C.F. NO. 2018007910
18	JUNG GROUP LLC	B.C.C.F. NO. 2015054190
19	BOBBY & ROSALIND WILLIAMS	B.C.C.F. NO. 2014036439
20	RUBEN FLORES GUERRERO	B.C.C.F. NO. 91-029830
21	TODD & MARILYN MAE MADDOX	B.C.C.F. NO. 88-017777
22	TODD & MARILYN MAE MADDOX	B.C.C.F. NO. 88-017777
23	SANTHOSH NARAYANAN	B.C.C.F. NO. 2020068993
24	BJORN & BEVERLY LINDGREN	B.C.C.F. NO. 2014043800

NOTES:

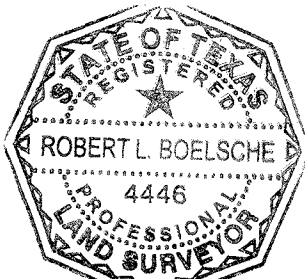
- This survey has been performed in conjunction with the Commitment for Title Insurance prepared by Fidelity National Title Insurance Company under G.F. No. ch-7868-1076881000488, effective May 18, 2021 and issued June 3, 2021. No research of the Public Records of Brazoria County regarding easements or encumbrances was performed by Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.
- The basis of Bearings shown hereon is referenced to the Texas Coordinate System of 1983, South Central Zone, as determined by GPS measurements.
- Tract 2 maybe subject to a 30' Pipeline Easement as recorded under Vol. 734 Pg. 558 of the B.C.D.R. not listed in the title report.
- For Additional information about the subject tract, see Schedule B, Items 10 f, g, h, i, j, k, m, r, s, t, u, v, and w regarding certain leases that might affect the subject tract. This survey does not attempt to show these types of interests.
- As per Schedule B, Item 10 i, the Designation Agreement recorded under B.C.C.F. No. 92-30194 does not effect the subject tracts.
- As per Schedule B, Item 10 n, Tract 1 fronts on State Highway 288 and has controlled access limited and defined by instruments recorded under Volume 1064, Page 20, Volume 1077, Page 133, Volume 1207, Page 138 and Volume 1218, Page 614 of the B.C.D.R..
- As per Schedule B, Item 10 q, documents recorded under Vol. 269 Pg. 632 and Vol. 402 Pg. 37 do not affect the subject tracts.
- As per Schedule B, Item 10 p, this tract is subject to a 60-foot wide Ingress/Egress Easement as recorded under B.C.C.F. No. 2004070827. This document makes reference to said easement being described in exhibit "C-2", but this document does not contain an exhibit "C-2", therefore, the location for this easement is not known and can not be shown hereon.
- Tracts 1 and 2 are subject to gravel and dirt roads shown hereon crossing through the subject tracts used in common by adjacent property owners for ingress and egress.
- This survey does not determine the location of wetlands, fault lines, toxic waste, cemeteries, landfills, dumps or any other environmental issues, should any exist.
- Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, has not been provided with construction plans showing the location of underground utilities. Underground utilities may exist which are not shown hereon.
- The acreage totals as shown hereon are based on the mathematical closure of the courses and distances reflected on this survey. It does not include the tolerances that may be present due to the positional accuracy of the boundary monumentation.
- Fences shown hereon with dimensional ties are shown where they were physically measured. The fence line may meander between measured locations.
- According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 480590275K, dated December 30, 2020, a southeasterly portion of Tract 1 shown hereon lies within shaded "Zone A" (No base flood elevations determined) and the remaining portion of Tract 1 and Tract 2 lie within unshaded "Zone X" (areas determined to be outside the 0.2% annual chance floodplain).

This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.

16. For additional information about the Subject Tract, see the metes and bounds description prepared separately.

LINE	BEARING	DISTANCE
L1	S 26°10'54" E	50.00'
L2	S 11°49'20" E	407.85'
L3	S 16°13'35" E	363.29'
L4	S 18°27'05" W	924.95'
L5	S 42°32'16" W	370.33'
L6	S 02°43'27" W	428.58'
L7	S 30°20'08" W	489.62'
L8	S 17°57'48" W	644.80'
L9	S 37°07'30" W	168.03'
L10	S 65°55'54" W	876.67'
L11	S 87°00'42" W	44.92'
L12	S 49°27'13" E	1185.28'
L13	S 49°46'26" E	238.20'
L14	S 49°41'40" E	1180.22'
L15	S 86°54'59" W	1739.86'
L16	S 03°00'29" W	534.75'
L17	S 86°53'38" W	157.24'
L18	N 03°06'22" W	100.00'
L19	N 03°03'17" W	1349.78'

(Called 145.00')
(Called 1,739.90')



We, Edminster, Hinshaw, Russ & Associates, Inc. acting by and through Robert L. Boelsche, a Texas Registered Professional Land Surveyor, hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

Robert L. Boelsche
Robert L. Boelsche
Registered Professional Land Surveyor
Texas Registration No. 4446

3			
2			
1	Revise Title Block Acreage	RAK	5/26/22
REV	DESCRIPTION	BY	DATE
EHRA ENGINEERING THE FUTURE SINCE 1936 10011 MEADOWGLEN LN HOUSTON, TEXAS 77042 713-784-4500 WWW.EHRAINFORM.COM TBPE No. F-726 TBPE No. 10092300 LAND TITLE SURVEY OF TWO TRACTS OF LAND BEING A TOTAL OF 168.36 ACRES SITUATED IN THE C.M. HAYS SURVEY, A-534, THE H. T. & B. R.R. CO. SURVEY, A-252 AND THE W.D.C. HALL SURVEY, A-69 BRAZORIA COUNTY, TEXAS			
DATE:	December 16, 2021	SCALE: 1" = 500'	JOB NO.: 211-084-00
DWG. NAME:	21108400V-PBLT01.dwg	DRAWING NO.:	NONE

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of June 15, 2023, by and between the **CITY OF ALVIN, TEXAS**, a home rule municipality located in the county of Brazoria, Texas (the "City"), and **W LAND DEVELOPMENT MANAGEMENT LLC**, a Texas limited liability partnership and the development manager of the Property for WB West Alvin Land LLC and its successors and assigns (the "Developer"), represented herein by its undersigned, duly authorized general partner.

RECITALS

A. Capitalized terms used in these recitals are defined in Article I, below. The City has the authority to adopt tax increment financing pursuant to the Act, for areas within its jurisdiction designated by the City as reinvestment zones, and to implement incentive programs to encourage economic development pursuant to TEX. CONST. Article III, Section 52-a; TEX. LOCAL GOV'T CODE Chapter 380; and other economic development statutes.

B. In order to develop West Alvin and the Property, it is necessary for the City to: (1) extend the boundaries of Reinvestment Zone Number One, City of Alvin, Texas to include the entire West Alvin Area; and (2) extend the term of the Reinvestment Zone, which is currently set to terminate on December 31, 2033. The land within the Reinvestment Zone is undeveloped or underdeveloped, and therefore, the Reinvestment Zone is intended and needed to provide the financing and management tools to facilitate the development of the Project; therefore, it is understood that absent such tools, the Project would not occur solely through private investment in the foreseeable future, and would not consist of a master-planned community as contemplated by the Parties, thereby denying the benefits to the City and the Project as provided herein.

C. Simultaneous with the approval of this Agreement, the City will authorize the preparation of a Project Plan and a Financing Plan for the Property, or, if appropriate, approve such Plans related to the Property. The Plans may include other property in the Reinvestment Zone.

D. The Board of Directors of the Reinvestment Zone will be appointed and organized in accordance with law and the ordinance creating the Reinvestment Zone; and such Board, in conjunction with its consultants and the Developer, will prepare the Plans, which Plans will be submitted to the City. The City, in accordance with the Act and after making all findings required by the Act, will adopt an ordinance approving the Plans within sixty (60) days of submittal by the Developer.

E. The Developer is the holder of the right to acquire and develop the Property from the landowner.

F. The Developer, in cooperation with and at the direction of the City, will draft a PUD, and the PUD will be submitted to the City for approval, and consistent therewith, the Developer intends to develop and improve the Property as a master-planned, mixed-use community in various phases, with single family and multi-family and rental residential dwelling units, commercial development, industrial development, institutional development, public/community developments, and other uses permitted in conformance with the PUD.

G. To facilitate the development of the Property, and subject to and in accordance with the terms of this Agreement, the City has agreed either through its City Council or by delegation to the Board of Directors of the Reinvestment Zone to undertake to construct, or cause to be constructed, various public improvements consisting of the TIRZ Improvements, and to incur Project Costs in connection with the TIRZ Improvements and pay for such Project Costs using the proceeds of TIRZ Bonds, Tax Increment, or other City funds available to the City in accordance with this Agreement to pay the costs of those eligible Project Costs that either or both of the Developer and the City incurs in connection with the development of the Property.

H. The City will create a Local Government Corporation pursuant to provisions of the Texas Transportation Act, Chapter 431, Transportation Code. A tri-party agreement will be entered into between the Local Government Corporation, the City, and the TIRZ. Pursuant to the tri-party agreement, the Local Government Corporation will assist the City by issuing debt obligations to pay for projects included in the Project Plan and making reimbursements to developers in accordance with this Agreement.

I. The Parties recognize that, in addition to the economic tools described herein, the development of the Property cannot be fulfilled without the creation of one or more District(s) to provide certain additional "public improvements" as defined in Chapters 49 and 54 of the Texas Water Code, and the Parties will cooperate in the creation and operation thereof. A draft of the City's ordinance consenting to creation of the District is attached hereto as Exhibit A, and it will be adopted simultaneously with this Agreement.

J. This Agreement has been submitted to the City for consideration and review, and the City has taken all actions required to be taken prior to the execution of this Agreement to make the same binding upon the City according to the terms hereof.

K. The City, after due and careful consideration, has concluded that the development of the Property through the creation of (a) the Reinvestment Zone and (b)

the District will further the growth of the City, facilitate the development of West Alvin, improve the environment of the City, increase the assessed valuation of the real estate situated within the City, particularly West Alvin, foster increased economic activity within the City, increase employment opportunities within the City, upgrade public infrastructure within West Alvin, and otherwise be in the best interests of the City by furthering the health, safety, morals and welfare of its residents and taxpayers, and that entering into this Agreement is necessary and convenient to implement the Plans and achieve their purposes.

L. The City desires to have the Developer undertake the Project to serve the needs of the City, to produce increased tax revenues for the various taxing units authorized to levy taxes on real property within the Reinvestment Zone, to stimulate and induce the development of West Alvin, and to finance the Project Costs, using property tax increment revenues and the proceeds of the Tax Increment, TIRZ Bonds or other City funded sources (and/or bonds issued by the District), all in accordance with the terms and provisions and this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS: INCORPORATION OF RECITALS

1.1 Definitions. Capitalized terms used herein, including the recitals hereto, shall have the meanings set forth in this section, unless otherwise defined, or unless the context clearly requires another definition.

Act means the Tax Increment Financing Act, TEX. TAX CODE, Chapter 311.

Bond Proceeds means all net proceeds, after deducting all issuance costs and any amounts for capitalized interest and reserves, received by the City in connection with the issuance and sale of TIRZ Bonds or received by the District in the connection with the issuance and sale of District bonds.

City means the City of Alvin, Texas, a home rule municipality located in Brazoria County, Texas.

City Facilities means various public improvements and services to be provided by the City using funds other than the Tax Increment or the proceeds of TIRZ Bonds, as more fully set forth in Section 4.4(b) below.

City Improvements means the TIRZ improvements to be constructed and pre-financed directly by the City as a Project Cost, as further described as Exhibit D.

City Increment means the City's "tax increment," as such term is defined in §311.012(a) of the Act, within the Reinvestment Zone.

Developer means W Land Development Management LLC, a Texas limited liability partnership and the development manager of WB West Alvin Land LCC and its successors and assigns. The term includes any related company created by the Developer specifically to develop the Property, and its successors and assigns.

District means one or more special water districts to be created on the Property which will operate under the authority of Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, and/or Chapter 375 of the Local Government Code, together with all amendments and additions thereto. The term specifically shall include a municipal utility district or a municipal management district.

District Facilities means various public improvements and services to be provided by the District using funds other than the Tax Increment or the proceeds of TIRZ Bonds, as more fully set forth in Section 7.2 below.

Financing Plan means the financing plan that will be approved by the Board of Directors of the Reinvestment Zone and by the City Council by Ordinance.

Fund means the Tax Increment Fund that will be created by (1) the City pursuant to the Act, (2) this Agreement, and (3) the ordinances adopted by the City relating to the Reinvestment Zone.

Improvements means the TIRZ Improvements, the City Improvements, the City Facilities, and the District Facilities collectively.

Letter of Acceptance means a certificate of the City certifying the completion of a discrete portion of the Project or the TIRZ Improvements constructed by or under the supervision of the Developer or a Sub-developer in accordance with the applicable plans and regulations.

Master Improvements means the TIRZ Improvements constructed and pre-financed by the Developer.

Municipal Service Fee means an amount, not to exceed the per unit cost for each new residential unit constructed and habitable in compliance with a certificate of

occupancy or other applicable permit by the City rendering the unit habitable, for the increased cost of providing municipal services to the TIRZ.

Party or Parties means all or any of the City, the Developer, and, with respect to Article V, any Sub-developers, as applicable.

Plans means the Project Plan and the Financing Plan, which may be combined in one document.

Project means the real estate development planned for the Property, as more fully described in Paragraph F of the recitals hereto.

Project Plan means the project plan to be approved by the Board of Directors of the Reinvestment Zone and by the City Council in pursuance to Ordinance.

Project Costs means and includes all costs defined as "project costs" in §311.002(1) of the Act as now or hereafter provided, incurred in connection with the TIRZ Improvements.

Property means the approximately 2,900-acre tract legally described in Exhibit B attached hereto and made a part hereof.

PUD means the Planned Unit Development for the Property adopted by the City of Alvin.

Reimbursement Agreement means the agreement attached hereto as Exhibit E between the City, the Developer, and the Reinvestment Zone Board of Directors.

Reinvestment Zone means the Tax Increment Financing Reinvestment Zone Number One, City of Alvin, Texas, the boundaries of which are to be extended by the City to include the West Alvin Area.

Sub-developer means a developer within the Property who is developing a portion of the Property other than the Developer.

Sub-developer Improvements means TIRZ Improvements constructed and pre-financed by a Sub-developer.

Tax Increment means the amount of tax revenue collected as determined pursuant to § 311.012 of the Act and deposited in the Fund in accordance with this Agreement and the participation agreement with any participating taxing unit.

TIRZ Bonds means a debt instrument or other instruments to finance TIRZ Improvements to be issued and sold by the City (or a City created development authority) in accordance with the Act (and in accordance with a schedule of issuance agreed to by the Parties).

TIRZ Improvements means the various improvements to be constructed and financed from the Tax Increment or TIRZ Bonds supported thereby, pursuant to this Agreement, as further described on the attached Exhibit D.

West Alvin or West Alvin Area means the area in the City limits or extraterritorial jurisdiction of the City that is in the area shown on the attached Exhibit C.

1.2 Recitals incorporated. The representations, covenants and recitations set forth in the recitals to this Agreement are material to this Agreement and are hereby found and agreed to be true and correct, and are incorporated into and made a part hereof as though they were fully set forth in this article.

ARTICLE II COOPERATION

2.1 Actions of the Parties: compliance with the Plans. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the City's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent. Further, the City agrees (absent any uncured breach of the terms of this Agreement by the Developer resulting in a default pursuant to Section 9.2 hereof) that it will not revoke or amend ordinances that are or will be adopted by the City relating to the Reinvestment Zone, the District, the PUD, and this Agreement except as is consistent and in compliance with the Plans. The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies (whether federal, state, county or local) financial or other aid and assistance required or useful for the construction or improvement of property and facilities in and on the Property or for the provision of services to the Property, including, without limitation, grants and assistance for public transportation, roads and highways, water and sanitary sewage facilities and storm water disposal facilities. The Parties agree that if construction of development within the Project has not commenced within five years from the effective date of this Agreement, the City has the option to terminate or renegotiate the Agreement.

ARTICLE III
EFFECTIVENESS OF AGREEMENT

3.1 This Agreement shall become effective from and after its approval and execution by both Parties.

ARTICLE IV
DEVELOPMENT AND USE OF THE PROPERTY AND
CONSTRUCTION OF IMPROVEMENTS

4.1 Reinvestment Zone Board: delegation of powers. The City hereby acknowledges the authority of the Board of Directors of the Reinvestment Zone to be created pursuant to the Act to enter into such agreements as the Reinvestment Zone Board considers necessary or convenient to implement this Agreement and the Plans and to achieve their purposes. The City will delegate to the Reinvestment Zone Board all powers relating to the implementation of the Plans, including without limitation the power to (i) select and retain consultants, including without limitation, attorneys, engineers, and administrators; (ii) contract with the City to assist in the implementation of the Plans; and (iii) approve plans and specifications, award contracts, and approve change orders and payments in accordance with this Agreement; provided that nothing in this section or this Agreement shall be construed to delegate to the Reinvestment Zone Board the power to levy taxes.

4.2 The Project. All property within the Reinvestment Zone shall be developed in accordance with the PUD's standards and conditions. The Developer shall construct the Project in conformance with the approved PUD. Due to the size and complexity of the Project, the Parties acknowledge that the Project will be constructed in phases. The City agrees that it will ensure that the terms of the PUD will apply uniformly to all applicable land within the Reinvestment Zone, including any land subsequently added by annexation to the Reinvestment Zone, and that any changes, additions or alterations to the PUD will be done only as may be consistent and in compliance with the Plans and following notice to the Developer so long as the Developer is the manager or developer of at least ten percent of the acreage within the Reinvestment Zone.

4.3 Utilities and Fees.

(a) Utilities. Water and wastewater services will be provided by the District or, upon agreement between the City and the District, through the use of a private investor owned utility company ("IOU"). Should the Parties agree to use an IOU, the Parties intend, to the extent possible, to fund the construction of the water and sewer plants from revenue sources. To the extent that revenues are insufficient to cover the costs of the water and sewer plants, the remaining capital costs (including any lease payments) will be funded as a TIRZ

Improvement. If an IOU is used, the parties will enter into a three-party contract, and the contract will provide for an appropriate time for the IOU to convey the water and sewer plants to the District or the City.

(b) Fees. Regardless of who is providing the construction of the water and sewer plants, the District will be responsible for owning, operating, and maintaining the water and sewer plants, including billing and collecting from District customers on the Property for water and wastewater services. The District will charge and collect user tap and inspection fees as specified in the District's Rate Order. Because the Developer will be prefunding the water, sewer, and drainage infrastructure, City ordinances regarding City water and sewer impact fees do not apply. A portion of the City's tax rate is used to provide fire and emergency services. The City has calculated that Municipal Services Fee per year. The City shall be entitled to withdraw this amount in tax revenues placed into the Fund to reimburse the City for the cost of the fire and emergency services. Other than as discussed here, the City will not levy or assess any other taxes or fees against the Property.

4.4 Construction of Improvements.

(a) The Improvements provided for in this Agreement consist of the TIRZ Improvements, which include the City Improvements, and the City Facilities. The City's obligation to construct or cause to be constructed the City Improvements and City Facilities in accordance with this section is effective and enforceable upon execution of this Agreement. The City and the Developer shall cooperate and coordinate their activities with respect to the commencement and construction of the Improvements and the Project so that the commencement and construction of the Improvements shall occur at such times as are necessary to meet the construction time requirements of the Plans. The Parties agree to jointly prepare (and update, from time to time, as necessary) a construction schedule of the Improvements in order to help implement the Parties' obligations pursuant to this section.

(b) City Facilities.

(i) As City Facilities, which are not included as TIRZ Improvements, the City will provide fire, police and other City services generally provided throughout the City in the same manner within the Reinvestment Zone as development in the Reinvestment Zone warrants.

(ii) Funding sources. The City Facilities will be paid from lawfully available funds that may be currently available in the applicable budget year. The City agrees to use its best efforts to collect such

revenues, issue such bonds, and appropriate such funds as may be required to finance the City Facilities.

(c) TIRZ Improvements.

(i) To the extent that any of the TIRZ Improvements to be constructed under the management of the Developer are to be located in City-owned rights-of-way, the City shall: (1) grant to the Developer and its designees access thereto to enable the construction of such TIRZ Improvements, or (2) acquire the right-of-way necessary under the provisions of State law, utilizing, when necessary, the City's power of eminent domain.

(ii) All plans and specifications for the TIRZ Improvements to be pre-financed by the Developer or Sub-developer shall be submitted to the City for review and approval prior to the commencement of construction.

(iii) The City and the Developer agree and acknowledge that the Developer may seek and receive payment and reimbursement in accordance with this Agreement for all Project Costs the Developer incurs, out of Bond Proceeds and Tax Increment and other funds available under this Agreement. The City commits that it will sell bonds secured by TIRZ revenue to fund all of the TIRZ Improvements. To the extent the City reduces its tax rate in the future, thereby reducing the amount available for tax increment financing, the City will use other available sources of funds to cover the difference.

(iv) The City shall construct its City Improvements timely to meet the development needs of the Property. The Parties acknowledge that the City may pre-finance the City Improvements from other sources, to be reimbursed from TIRZ Bonds or Tax Increment as if the City were a developer.

4.5 The Developer's rights in the event of the City's default; contractor bonds.

(a) In the event the City fails to complete the TIRZ Improvements or defaults under this Agreement, then the Developer, in addition to its rights under Section 9.2 of this Agreement, may compel the City to fund from the Fund and complete the Improvements by mandamus, specific performance or mandatory permanent injunction.

(b) In the event the City fails to complete the City Improvements or provide the City Facilities or defaults under this Agreement, then the Developer, in addition to its rights under Section 9.2 of this Agreement, may compel the City to fund and complete the City Improvements by mandamus, specific performance or mandatory permanent injunction.

(c) Without limitation, the City further covenants to require and enforce payment and performance bonds of contractors constructing the City Improvements and City Facilities.

4.6. The Developer's obligations.

(a) The Developer's and Sub-developer's contributions, in addition to the other obligations described in this Agreement, include the following:

(i) cooperate with the City to create the Reinvestment Zone over the West Alvin Area;

(ii) draft the Plans and the PUD for the City to approve;

(iii) implement the Plans and the PUD, provided that the Developer shall not be required to provide stormwater drainage capacity to benefit property outside the TIRZ unless Brazoria County Drainage District No. 5 and Brazoria County Conservation and Reclamation District No. 3 execute binding agreements with the City to contribute at least 75% of its tax increment to the Reinvestment Zone for the term of the Reinvestment Zone no later than the organizational and initial Board of Directors meeting for the District;

(iv) adopt deed restrictions and other restrictive covenants, and promulgate the Developer's guidelines regarding development standards, consistent with the PUD and relevant City regulation;

(v) require Sub-developers to abide by the Developer's development standards, and provide for enforcement mechanisms for restrictive covenants;

(vi) oversee and construct neighborhood improvements and amenities, and internal water, sanitary sewer and drainage facilities to serve the Property;

(vii) cause the maintenance and operation of the non-City owned lakes and channels, parks and recreation facilities, rights of way,

landscaping, greenbelts and the hike/bike system to be funded through District taxes or homeowner's association assessments;

(viii) advertise and market the Project (estimated cost over 15 years, totaling \$31,545,000.00);

(ix) pay property taxes to the City (estimated cost over 15 years, totaling \$139,306,165);

(x) maintain the Property (estimated cost over 15 years, totaling \$18,000,000.00);

(xi) pay land planning, architectural, engineering, and surveying, and design expenses (estimated cost over 15 years, totaling \$92,530,215);

(xii) cause to be constructed TIRZ Improvements up to \$468,822,446, as outlined in the Plans, subject to reimbursement as provided in this Agreement; and

(xiii) manage and operate community events and activities.

(b) The above items describe the efforts and contributions of the Developer, both prior to and during the term of this Agreement, to the Project. Amounts described are estimates only, and certain items, such as (vi), (vii), and (xii) are intended to be partially or totally reimbursed to either the Developer or a Sub-developer pursuant to this Agreement or through the District.

4.7 Annexation of additional property. The Parties agree and recognize that from time to time the City may receive requests for the addition of property adjacent to the Reinvestment Zone to be annexed into the Reinvestment Zone. The City agrees that property will not be annexed into the Reinvestment Zone except as is consistent with the Plans and with notice to the Developer.

ARTICLE V PAYMENT AND REIMBURSEMENT OF ELIGIBLE PROJECT COSTS

5.1 TIRZ Bonds; reimbursements.

(a) The Parties acknowledge that the development of the Property in the Reinvestment Zone as provided in the Project Plan and this Agreement can only occur with the use of Bond Proceeds, which Bond Proceeds, together with

Tax Increment and other funds available under this Agreement, shall be used to reimburse the Developer or Sub-developer for eligible Project Costs. TIRZ Bonds shall be issued in one or more installments to pay the Project Costs of the TIRZ Improvements.

(b) The TIRZ Bonds and payment of other eligible Project Costs shall be secured by the Tax Increment and interest earned on investment of monies within the Fund. The City pledges that it will deposit the entirety of such funds into the Fund. The amounts deposited in the Fund shall be disbursed in accordance with this Agreement, the TIRZ Bonds and any trust indenture entered into, or bond authorization documents adopted, in connection with the TIRZ Bonds (which trust indenture or bond ordinance shall not conflict with the provisions of this Agreement). The City covenants and agrees to deposit all Tax Increment into the Fund promptly upon the City's receipt of any Tax Increment and to disburse funds from the Fund in accordance with this Agreement solely (i) to make payments of principal and interest on TIRZ Bonds as and when due; (ii) to pay eligible expenses of the Reinvestment Zone, including creation costs; (iii) to pay Project Costs; (iv) to reimburse the Developer or a Sub-developer amounts equal to eligible Project Costs, plus interest, incurred by the Developer or a Sub-developer in accordance with this Agreement; and (v) to pay Reinvestment Zone administrative costs. The Parties acknowledge there will be other developers in the Reinvestment Zone; reimbursement shall be in accordance with the Reimbursement Priority set forth in this Agreement in Article VI.

(c) The City agrees to use its best efforts to issue the TIRZ Bonds to fund reimbursements as provided herein in accordance with the Developer's timing needs to develop the Project. In addition, the City will provide the Developer with copies of any proposed bond ordinance or indenture in connection with the TIRZ Bonds, and to allow the Developer to offer reasonable comments thereto.

(d) To the fullest extent permitted by law, the City agrees that (i) it will not pledge or apply the Tax Increment or any other monies in the Fund to any other purpose or payment of any obligation of the City except for the TIRZ Bonds and obligations arising under this Agreement; (ii) it will not commingle the Tax Increment with any other funds of the City; (iii) it will not take any action or omit to take any action that will affect the continued existence of the Fund or the availability of the Tax Increment to pay the TIRZ Bonds and the other obligations under this Agreement; (iv) it will take all actions and submit all documents in a timely manner to receive all Tax Increment; (v) it will institute and pursue to a final order or judgment any bond validation action or suit upon reasonable request by the Developer; (vi) it will not refund the TIRZ Bonds in

any manner inconsistent with the Plans; and (vii) it will direct the investment of the Tax Increment in accordance with Texas law applicable to investment of funds by municipalities.

(e) The Parties and any assignees of the Parties will take all actions necessary to ensure that the interest payable on the TIRZ Bonds is and remains exempt from taxation under the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder.

(f) Notwithstanding the provisions of this section relating to the issuance of TIRZ Bonds to finance TIRZ Improvements, including Developer and Sub-developer reimbursements, such payments may be made directly from the accrued Tax Increment if the Parties agree that such funds are or will be available therefrom for such purpose.

(g) Construction of TIRZ Improvements: reimbursements.

(i) The TIRZ Improvements are described in Exhibit D, and shall not be changed except as may be consistent with the Plans and this Agreement. Except for the City Improvements described in (h) below, the TIRZ Improvements will be advance-funded by the Developer or a Sub-developer, subject to reimbursement from Bond Proceeds or available Tax Increment, as provided in this subsection and in the separate Reimbursement Agreement between the Developer, the City, and the Reinvestment Zone. The Developer or a Sub-developer shall submit to the Reinvestment Zone Board a description of the TIRZ Improvements to be constructed for review and approval with regard to compliance with the requirements of this Agreement and the Plans.

(ii) The total amounts owing or to become owing for funds advanced from time to time under this subsection shall bear simple interest commencing at the time the funds are advanced to pay for the applicable TIRZ Improvements, or advances spent for the creation, organization and administration expenses of the TIRZ, continuing until paid for a maximum period of five years from the completion of the applicable TIRZ Improvements.

(iii) Reimbursements.

(A) Timing. The Reinvestment Zone shall reimburse the Developer or a Sub-developer as soon as practicable once (1) the applicable TIRZ Improvements have been completed and the Letter of Acceptance received with

respect thereto, and (2) the City has issued TIRZ Bonds (unless the reimbursement is to be made from available Tax Increment as described in subsection (f), above).

- (B) Developer reimbursements. Prior to the construction of any TIRZ Improvements by the Developer, the TIRZ Board shall determine the area of the Reinvestment Zone to be benefited from such improvements. The City agrees to sell TIRZ Bonds to reimburse the Developer for the full amount of eligible TIRZ Improvements, plus amounts required to reimburse the Developer for funds advanced in connection with the creation and administration of the Reinvestment Zone and the conception, design and construction of the TIRZ Improvements, plus simple interest calculated at the percent per annum established by the prime interest rate as published in the Wall Street Journal, as such rate may vary from time to time, at such time as the unencumbered Tax Increment generated within the benefited area is sufficient to support the applicable TIRZ Bonds bearing interest at the then-current rate of interest for comparable issues, with a debt coverage of not more than 1.25 of proposed and outstanding TIRZ Bonds, after taking into account the portion of the Tax Increment required to pay the City Improvements and costs of administering the Reinvestment Zone.
- (C) Sub-developer reimbursements. A particular Sub-developer shall have the benefit of the Tax Increment attributable to such Sub-developer's development, subject to the financing of the Master Improvements, and further subject to the preservation of the general creditworthiness of the Reinvestment Zone as a whole. Consistent therewith, the City agrees to sell TIRZ Bonds to reimburse the Sub-developer for the full amount of eligible Sub-developer Improvements, plus simple interest calculated at the percent per annum established by the prime interest rate as published in the Wall Street Journal, as such rate may vary from time to time, for a maximum period of three years from completion of the applicable TIRZ

Improvements, at such time as the Tax Increment generated by the portion of the Reinvestment Zone developed or under development by the applicable Sub-developer is sufficient to support the applicable TIRZ Bonds bearing interest at the then-current rate of interest for comparable issues, with a debt coverage of not less than 1.25 of proposed and outstanding TIRZ Bonds, after taking into account the portion of the Tax Increment required to pay for the Master Improvements and costs of administering the Reinvestment Zone.

- (D) Notwithstanding the above, the obligation to issue TIRZ Bonds pursuant to this Item (iii) is conditioned upon (1) the Developer or Sub-developer entering into an agreement with the Reinvestment Zone Board specifying the TIRZ Improvements to be constructed, the area over which the available Tax Increment is to be computed, and related matters; (2) compliance with all competitive bidding and other laws relating to the solicitation and award of public works contracts, as such are applicable to similar City public improvement contracts; and (3) a determination of the Reinvestment Zone's financial advisor that the (a) TIRZ Bonds required for such reimbursement are reasonably marketable, and (b) issuance thereof will not have a materially detrimental effect on the viability of any outstanding TIRZ Bonds.

(iv) Reimbursement to the Developer or a Sub-developer for real property required for TIRZ Improvements shall be made in an amount equal to the appraised value of the real property at the time of the reimbursement.

(h) City Improvements. The City Improvements will be financed with the proceeds of TIRZ Bonds or Increment as sufficient Tax Increment is created within the Reinvestment Zone, taking into consideration the requirements of all then-outstanding TIRZ Bonds and any then-outstanding reimbursement obligations; provided that the City may finance the City Improvements using other available funds, to be reimbursed from TIRZ Bond proceeds as if it were a developer. Notwithstanding the provisions of Section 6.2 of this Agreement, the City shall not be reimbursed for the City Improvements until after the Developer

has been reimbursed for 100% of its eligible TIRZ Improvements, plus all other amounts owed to Developer as further described in Section 5.1(g)(iii)(B).

(i) As City Improvements, which are included in TIRZ Improvements, the City will:

- (A) construct and operate water trunk lines of sufficient capacity and delivered at sufficient pressure to serve all of the property in the Reinvestment Zone;
- (B) construct and operate all sanitary sewer trunk lines within the Reinvestment Zone; and
- (C) design, finance, and construct regional parks to serve the Reinvestment Zone, as may be determined in the discretion of the City Council.

(ii) Reimbursement for real property and Improvements required for police, fire, and emergency medical services shall be made in an amount equal to the appraised value of the real property and Improvements at the time of conveyance of the property to the City. If the grantor is the Developer, interest shall be paid from the date of conveyance to the date of reimbursement.

5.2 City accounting. The City shall maintain complete books and records showing deposits to and disbursements from the Fund of Tax Increment and Bond Proceeds, which books and records shall be deemed complete if kept in accordance with generally accepted accounting principles as applied to Texas municipalities and in accordance with the provisions of the Act. Such books and records shall be available for examination by the duly authorized officers or agents of the Developer and any Sub-developer during normal business hours upon request made not less than five business days prior to the date of such examination. The City shall maintain such books and records throughout the term of this Agreement and for four years thereafter, all subject to the requirements of the Act.

5.3 Chapter 380 Agreement. The Parties agree that if the City does not have sufficient ability to issue TIRZ Bonds, the City shall enter into a Chapter 380 Agreement with the Developer, pursuant to Chapter 380 of the Texas Local Government Code, to accomplish reimbursement to the Developer and Sub-developers to the same extent that the Reinvestment Zone would have provided.

ARTICLE VI
COMPLETION OF TIRZ IMPROVEMENTS; REIMBURSEMENT PRIORITY

6.1 Letter of Acceptance. Promptly upon the completion of construction of any of the TIRZ Improvements, the City shall furnish a Letter of Acceptance so certifying. Each Letter of Acceptance shall be a conclusive determination of satisfaction and termination of the covenants in this Agreement with respect to the obligations of the Developer or a Sub-developer to construct such TIRZ Improvements. Upon written request for a Letter of Acceptance, the City shall have 30 days after receipt thereof to provide a Letter of Acceptance or a written statement indicating in detail why the certificate cannot be issued and what measures or acts will be necessary, in the reasonable opinion of the City citing applicable laws and ordinances, for the Developer or Sub-developer to take or perform in order to obtain issuance of said Letter of Acceptance.

6.2 Reimbursement Priority. As each Letter of Acceptance is issued and the Developer or Sub-developer has provided the information in Section 5.1(g), the Developer (including the City acting as a developer, if appropriate) shall provide backup documentation to proof of payment similar to information provided to a district for a "developer reimbursement" audit under the Texas Commission on Environmental Quality ("TCEQ") rules. The particular process for reimbursement is described in the Reimbursement Agreement. Following the priority policy set forth in the Reimbursement Agreement, priority within such reimbursement as to Master Developer Improvements shall be first in, first out, as to the order of completion and issuance of the Letter of Acceptance, as to the property within the Reinvestment Zone identified that the particular TIRZ Improvement benefits. Sub-developer reimbursement shall follow Master Developer Improvements.

ARTICLE VII
PUBLIC SAFETY AND OTHER IMPROVEMENTS

7.1 Police and fire protection. The Developer and the City recognize that providing a safe and secure environment for West Alvin is in the best interests of both the Developer and the City. To that end, the City commits to providing law enforcement and firefighting personnel and services in the Property. To finance the Municipal Services Fee, the City shall be entitled to withdraw this amount in tax revenues placed into the Fund to reimburse the City for the cost of fire and emergency services.

7.2 Improvements by other entities.

(a) Generally. The parties recognize that other improvements are expected to be carried out within the area of the Reinvestment Zone by entities

other than the Parties. Specifically, the Parties contemplate the creation of one or more Districts to provide "public improvements." Upon the submission of a legally sufficient petition therefor, the City shall create such District in accordance with the consent conditions attached hereto as an exhibit to Exhibit A.

(b) The District Facilities. Without limitation of the generality of subsection (a), it is currently anticipated that the District shall be created to levy taxes within the area of the Reinvestment Zone and to finance the construction of public water, sewer and drainage and recreational facilities, including contingencies, and engineering and legal services, to serve the Property.

ARTICLE VIII AUTHORITY: COVENANTS

8.1 Actions. The City covenants to the Developer and agrees that upon application of the Developer, the City will use its best efforts to the extent permitted by law to take such actions as may be required and necessary to process any amendments, variations, special use approvals and permit applications relating to the Zoning Ordinance and the City's other ordinances, codes and regulations, as may be necessary or proper in order to insure the development of the Property and the Project in accordance with the Plans, this Agreement and the PUD and to enable the City to execute this Agreement and to carry out fully and perform the terms, covenants, agreements, duties and obligations on its part to be kept and performed as provided by the terms and provisions hereof. The City's willingness to use its powers of condemnation with respect to the construction of public projects consistent with this Agreement shall not be construed as a delegation of such condemnation powers to the Reinvestment Zone.

8.2 Applicable Ordinances. The City and the Developer agree that the Property is governed by the current ordinances as set forth in Appendix ___ to the PUD. Any City ordinance heretofore or hereafter adopted, that addresses matters that are governed by this Agreement, shall not be enforced by the City within the Property unless agreed upon by all Parties, and the provisions of this Agreement otherwise govern development of the Property.

8.3 Powers.

(a) The City hereby represents and warrants to the Developer that the City has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings

and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, is enforceable in accordance with its terms and provisions and does not require the consent of any other governmental authority.

(b) The Developer hereby represents and warrants to the City that the Developer has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be duly and validly authorized and approved by all necessary actions of the Developer. Concurrently with the Developer's execution of this Agreement, the Developer has delivered to the City copies of the resolutions or other corporate actions authorizing the execution of this Agreement and evidencing the authority of the persons signing this Agreement on behalf of the Developer to do so. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Developer, and is enforceable in accordance with its terms and provisions.

8.4 Authorized parties. Whenever, under the provisions of this Agreement and other related documents and instruments or any supplemental agreements, any request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other, such request, demand, approval, notice or consent, or agreement shall be given for the City, unless otherwise provided herein, by the City Manager or his designee and for the Developer by any officer of the Developer so authorized (and, in any event, the officers executing this Agreement are so authorized); and any party shall be authorized to act on any such request, demand, approval, notice or consent, or agreement.

8.5 Cooperation. The Developer agrees that it will cooperate with the City and the Reinvestment Zone and will provide all necessary information to the Reinvestment Zone and its consultants to assist the Reinvestment Zone in complying with this Agreement.

ARTICLE IX GENERAL PROVISIONS

9.1 Time of the essence. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation. All dates and time periods provided for in this Agreement shall be delayed during any pending or threatened litigation that would affect the ability to issue the TIRZ Bonds, acquire the Property, or commence or continue with construction of the Improvements or the Project, for a time period equal to the duration of such litigation.

9.2 Default.

(a) A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within 30 days of the receipt of such notice, subject, however, to the terms and provisions of Section 9.2(c). Upon a breach of this Agreement, the non-defaulting Party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies, and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of default by the other Party.

(c) Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending or threatened litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, or tornados], labor action, strikes or similar acts), the time for such performance shall be extended by the amount of time of such delay. The Party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a "force majeure" event causing such delay, the claiming Party shall not be entitled

to avail itself of the provisions for the extension of performance contained in this Section.

(d) In addition to any other right or remedy available to the Developer pursuant to this Agreement, in the event of a material breach by the City under this Agreement which continues for 30 days after written notice to the City thereof and the City's failure to cure or diligently proceed to cure such breach to the Developer's reasonable satisfaction, the Developer shall have the right (but not the obligation), in its sole discretion, to exercise its rights under Section 4.5, with regard to mandamus, specific performance or mandatory permanent injunction to require the City to do so.

9.3 Personal liability of public officials. To the extent permitted by State law, no public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.

9.4 Liability of the Developer, its successors and assignees. Any obligation or liability of the Developer whatsoever that may arise at any time under this Agreement or any obligation or liability which may be incurred by the Developer pursuant to any other instrument, transaction or undertaking contemplated hereby shall be satisfied, if at all, out of the assets of the Developer only. No obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the property of any partners, officers, employees, shareholders or agents of the Developer, regardless of whether such obligation or liability is in the nature of contract, tort or otherwise.

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

If to the City: City Manager
 City of Alvin
 216 W. Sealy St.
 Alvin, Texas 77511
 RE: REINVESTMENT ZONE NUMBER ONE

with a copy to: City Attorney
 City of Alvin
 216 W. Sealy St.
 Alvin, Texas 77511

If to the Developer: W Land Development Management LLC
11740 Katy Freeway #1400
Houston, TX 77079
Attn: Lisa M. Clark
lisac@wlanddevelopment.com*

with a copy to: Angela Lutz
Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Ste. 2600
Houston, TX 77027
alutz@abhr.com*

*Email addresses are included for convenience; email does not constitute official notice.

Each Party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, an authorized officer of the City or the Developer, as the case may be.

9.6 Amendments and waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is approved by the City Council and the Developer. No course of dealing on the part of the City or the Developer nor any failure or delay by the City or the Developer with respect to exercising any right, power or privilege pursuant to this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

9.7 Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provisions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

9.8 Successors and assigns. No Party to this Agreement shall have the right to assign its rights under this Agreement or any interest herein, without the prior written consent of the other Party, except that the Developer may assign its rights and responsibilities hereunder to any entity to which substantially all of its assets and its rights to proceed with development of the property within the Reinvestment Zone are transferred. In connection with an assignment by the Developer of its development rights and obligations under this section, the Developer may file a memorandum of this

Agreement in the official real property records of the applicable county to evidence the rights and obligations of such assignee and its successors hereunder.

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

9.10 Applicable law. This Agreement is a contract made under, and shall be construed in accordance with and governed by, the laws of the United States of America and the State of Texas, and any actions concerning this Agreement shall be brought in either the Texas State District Courts of Brazoria County, Texas or the United States District Court for the Southern District of Texas.

9.11 Entire agreement. This written Agreement, together with the exhibits attached hereto, represents the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

9.12. Term of Agreement. The term of this Agreement shall commence on the date first above written and shall continue until the date which is the earlier of (a) the completion of the Project and the payment to the Developer of all costs the Developer or any Sub-developer has incurred for eligible Project Costs, or (b) December 31, 2052.

9.13 No waiver of City standards. Except as may be specifically provided in this Agreement, the City does not waive or grant any exemption to the Property or the Developer with respect to City regulations or ordinances, including without limitation platting, permitting or similar provisions.

9.14 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld or delayed.

9.15 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

9.16 Interpretation. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

[Signatures begin on following page]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY:

CITY OF ALVIN, TEXAS, a home rule municipality

By: 
Mayor

ATTEST:


City Secretary

(SEAL)

COUNTERSIGNED:


City Manager

Date Countersigned: 6/15/23

APPROVED AS TO FORM:


City Attorney

Date: 6/15/23

DEVELOPER:

W LAND DEVELOPMENT MANAGEMENT
LLC

By: 
Lisa Clark (Jun 29, 2023 10:51 CDT)
Name: Lisa Clark
Title: Senior VP, Master Planned Communities

Exhibits

- A - Draft of City Ordinance Consenting to Creation of District
- B - Legal Description of Property
- C - West Alvin Map
- D - TIRZ Improvements/City Improvements
- E - Reimbursement Agreement

EXHIBIT A

ORDINANCE NO. _____

ORDINANCE OF THE CITY OF ALVIN, TEXAS, GRANTING CONSENT TO THE CREATION OF ONE OR MORE SPECIAL DISTRICTS; CONTAINING VARIOUS PROVISIONS RELATED TO THE FOREGOING SUBJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, the Texas Local Government Code provides that land may not be included within a special district providing public infrastructure within the corporate limits or extraterritorial jurisdiction of the City of Alvin, Texas (the "City") unless consent thereto is obtained from the City; and

WHEREAS, the City has or intends to create a Tax Increment Reinvestment Zone (the "TIRZ") to promote the redevelopment of property in the western part of the City, which includes approximately 2,900 acres as shown on the map attached as Exhibit A and described by metes and bounds on Exhibit B (the "Property"); and

WHEREAS, the City is willing to consent to the creation of one or more special districts (the "Districts") over the Property, as provided by this Ordinance; and

WHEREAS, the costs of certain public infrastructure will be financed as a TIRZ project and certain other public infrastructure will be financed by the Districts; **NOW, THEREFORE**,

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

Section 1. The findings contained in the preamble of this Ordinance are declared to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. The City Council of the City of Alvin, Texas, hereby gives its written consent to the creation of these special Districts on the Property. The City's consent is conditioned upon the terms set out in Exhibit C, attached hereto.

Section 3. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED on first reading this ____ day of _____, 2023.

ATTEST:

CITY OF ALVIN, TEXAS

City Clerk

Mayor

Exhibit A

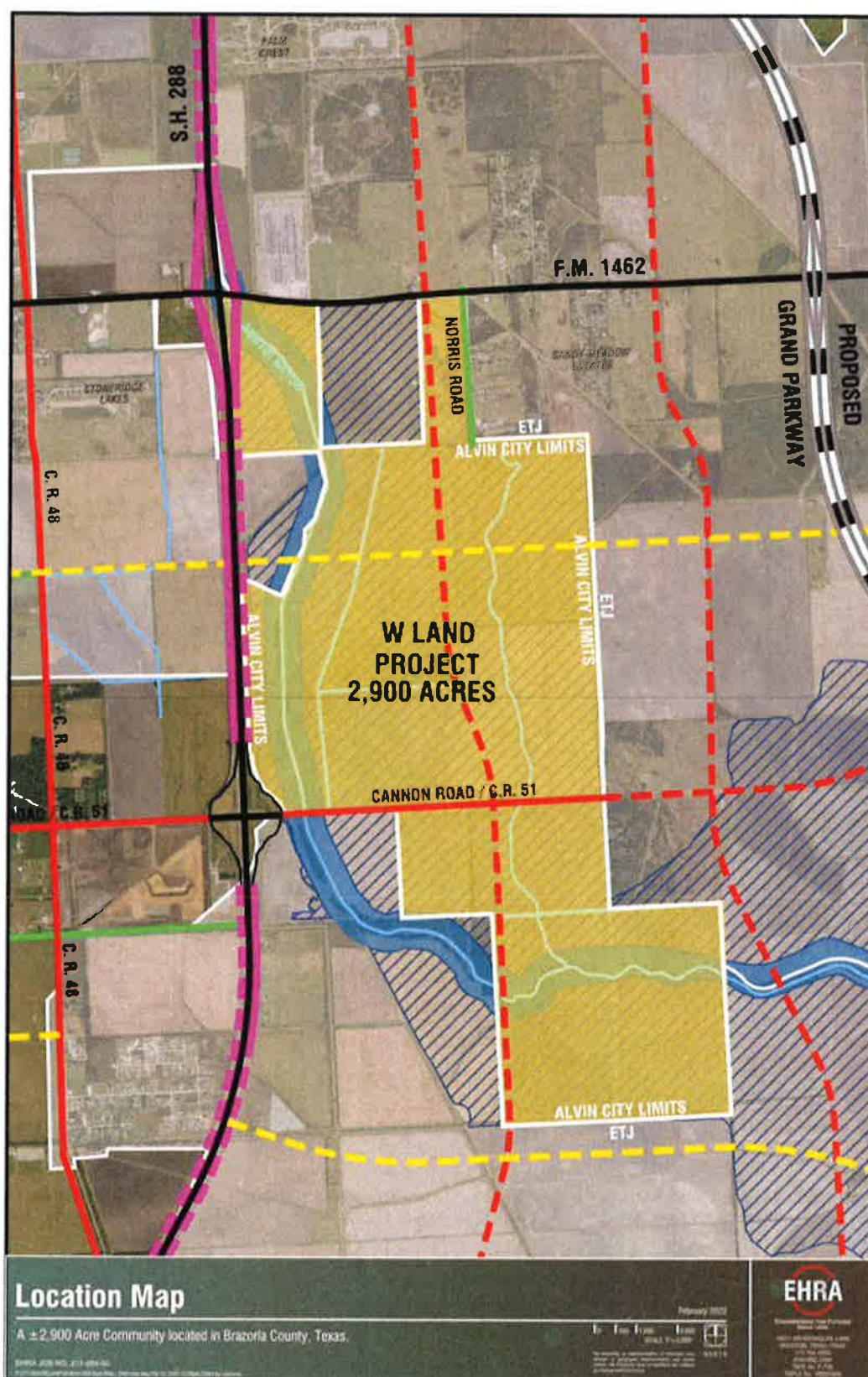


Exhibit B

**METES AND BOUNDS DESCRIPTION
BEING A 2,962.36 ACRE TRACT OF LAND
IN THE H.T. & B. R.R. CO. SURVEY, ABSTRACT 236,
H.T. & B. R.R. CO. SURVEY, ABSTRACT 252,
W.D.C. HALL SURVEY, ABSTRACT 69,
C. M. HAYS SURVEY, ABSTRACT 534,
S.F. AUSTIN SURVEY, ABSTRACT 24,
BRAZORIA COUNTY, TEXAS**

DESCRIPTION OF A 2,962.36 ACRE TRACT OF LAND SITUATED IN THE H.T. & B. R.R. COMPANY SURVEY, ABSTRACT 236, H.T. & B. R.R. COMPANY SURVEY, ABSTRACT 252, THE W.D.C. HALL SURVEY, ABSTRACT 69, THE C. M. HAYS SURVEY, ABSTRACT 534 AND THE S.F. AUSTIN SURVEY, ABSTRACT 24, BRAZORIA COUNTY, TEXAS, BEING OUT OF LOTS 1 THROUGH 75 OF THE KANAWHA TEXAS COMPANY'S SUBDIVISION AS RECORDED UNDER VOLUME 2, PAGE 53 OF THE BRAZORIA COUNTY PLAT RECORDS, ALSO BEING LOTS 21-28 OF THE HANSEN SUBDIVISION AS RECORDED UNDER VOLUME 23, PAGE 544-545 OF THE B.C.P.R., SAID 2,962.36 ACRE TRACT BEING A COMPOSITE OF THREE TRACTS OF LAND CONVEYED TO WB WEST ALVIN LAND LLC UNDER BRAZORIA COUNTY CLERK'S FILE NO. (B.C.C.F. No.) 2022033165 (CALLED 2,698.28 ACRES), B.C.C.F. No. 2022033167 (CALLED 168.36 ACRES) AND B.C.C.F. NO. 2022033174 (CALLED 95.72 ACRES); SAID 2,962.36 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at the intersection of the southerly right-of-way line of FM 1462 (150-foot wide at this location based on TxDOT right-of-way maps dated March, 1968) with the easterly right-of-way line of State Highway No. 288 (variable width at this location), said corner being at the northerly end of a 265.70-foot cutback corner and marking the northwesterly corner of said 2,698.28 acre tract and having Texas State Plane coordinates, South Central Zone 1983, of X=3,107,125.60 and Y=13,692,851.01, from which a Type I Concrete Monument bears, South 50°23' West, 1.63 feet;

THENCE, along the southerly right-of-way lines of FM 1462 right-of-way maps dated July 12, 1950, widened by TxDOT right-of-way maps dated March, 1968 and revised by that certain right-of-way deed recorded under Volume 85 222, Page 722 of the Brazoria County Deed Records (B.C.D.R.) the following eight (8) courses and distances;

- (1) South 85°19'46" East, for a distance of 173.00 feet to a point for corner from which a Type I TxDOT monument bears South 38°54' East, 0.69 feet;
- (2) North 04°39'54" East, for a distance of 25.00 feet to a point for corner from which a Type I TxDOT monument bears South 71°11' East, 0.52 feet;
- (3) South 85°19'46" East, for a distance of 160.84 feet to a point for corner from which a Type I TxDOT monument bears South 52°07' West, 1.52 feet;
- (4) South 82°28'01" East, for a distance of 100.12 feet to a point for corner from which a Type I TxDOT monument bears South 58°43' West, 0.56 feet;
- (5) South 85°19'46" East, for a distance of 400.00 feet to a point for corner from which a Type I TxDOT monument bears South 84°46' West, 2.77 feet;
- (6) North 87°32'44" East, for a distance of 201.56 feet to a point for corner from which a Type I TxDOT monument bears South 80°09' West, 1.83 feet;
- (7) South 85°19'46" East, for a distance of 875.45 feet to a point of curvature;
- (8) in a southeasterly direction along the arc of said curve to the left having a radius of 1461.76 feet, a central angle of 05°59'33", an arc length of 152.89 feet, and a chord bearing of South 88°19'33" East, for a distance of 152.82 feet to a 1/2-inch iron found for corner;
- (9) **THENCE**, South 02°10'16" East, for a distance of 3,613.48 feet to a 3/4-inch pinched top iron pipe called for and found for corner;

- (10) **THENCE**, North 87°09'51" East, for a distance of 2,465.62 feet to a 1 1/2-inch iron pipe called for and found for corner;
- (11) **THENCE**, North 87°18'48" East, for a distance of 10.58 feet to 5/8-inch iron rod found for corner;
- (12) **THENCE**, North 02°08'49" West, for a distance of 3,643.30 feet to a point for corner in the southerly right-of-way line of FM 1462 (100 feet wide at this location based on TxDOT right-of-way maps dated January 1950), from which a 3/4-inch pinched top iron pipe bears South 02°08'49" East, 2.21 feet;
- (13) **THENCE**, North 85°40'14" East, along said southerly right-of-way line of FM 1462 for a distance of 1,117.57 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" called for and found for corner;
- (14) **THENCE**, South 02°51'46" East, for a distance of 3,670.77 to a 5/8-inch iron rod with cap stamped "S. Adams 3666" called for and found for corner;
- (15) **THENCE**, North 86°53'01" East, for a distance of 2,594.08 feet to a 5/8-inch iron rod called for and found for corner;
- (16) **THENCE**, North 03°03'17" West, for a distance of 1,349.78 feet to a 1/2-inch iron rod called for and found for corner;
- (17) **THENCE**, South 49°57'13" East, for a distance of 1,185.28 feet to 1/2-inch iron pipe called for and found for corner;
- (18) **THENCE**, South 49°46'26" East, for a distance of 238.20 feet to a 1/2-inch iron pipe called for found for corner;
- (19) **THENCE**, South 49°41'40" East, for a distance of 1,180.22 feet to a 3/4-inch iron pipe called for found for corner;
- (20) **THENCE**, South 86°54'59" West, for a distance of 1,739.86 feet to a 5/8-inch iron rod called for and found for corner;
- (21) **THENCE**, South 03°00'29" East, for a distance of 1,178.57 feet to a 1/2-inch iron pipe called for and found for corner;
- (22) **THENCE**, South 02°56'54" East, for a distance of 5,264.85 feet to an axle called for and found for corner;
- (23) **THENCE**, South 02°55'35" East, for a distance of 4,527.81 feet to an axle called for and found for corner;
- (24) **THENCE**, North 86°55'04" East, for a distance of 2,737.17 feet to an axle called for and found for corner;
- (25) **THENCE**, South 03°14'39" East, for a distance of 853.88 to a 4-inch concrete monument called for and found for corner;
- (26) **THENCE**, South 03°05'26" East, for a distance of 4,181.74 feet to a 1-1/2-inch iron pipe called for and found for corner;
- (27) **THENCE**, South 86°57'54" West, for a distance of 5,518.87 feet to a 4-inch concrete monument called for and found for corner;
- (28) **THENCE**, North 03°03'11" West, for a distance of 5,027.44 feet to a 1/2-inch iron rod called for found for corner;
- (29) **THENCE**, South 86°56'26" West, for a distance of 2,208.96 feet to a found 3/4-inch iron rod called for found for corner;
- (30) **THENCE**, North 03°05'44" West, for a distance of 2,677.13 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" called for and found for corner;

- (31) **THENCE**, South 86°46'18" West, for a distance of 2,568.13 feet to a point for corner;
- (32) **THENCE**, North 02°59'46" West, for a distance of 60.14 feet to a point for corner in the northerly right-of-way line of County Road 51 as shown on the aforementioned SH 288 right-of-way maps from which a Type I TxDOT monument bears North 67°17' West, 1.03 feet;
- (33) **THENCE**, South 87°00'14" West, along the northerly right-of-way line of said County Road 51 for a distance of 150.00 feet to a point for corner at the southerly end of a cutback corner in the easterly right-of-way of said State Highway 288 from which a 1/2-inch iron rod bears South 67°22' East, 0.93 feet;
- THENCE**, along the easterly right-of-way of said State Highway 288 the following ten (10) courses and distances:
- (34) North 49°33'41" West, for a distance of 72.61 feet to a point of curvature from which a Type I TxDOT monument bears North 55°01' West, 0.66 feet;
- (35) in a northwesterly direction along the arc of said curve to the left having a radius of 458.37 feet, a central angle of 44°14'59", an arc length of 354.00 feet, and a chord bearing of North 31°22'16" West, for a distance of 345.27 feet to a point of tangency from which a 1/2-inch iron rod bears North 60°41' West, 0.71 feet;
- (36) North 53°29'46" West, for a distance of 80.13 feet to a point of curvature;
- (37) in a northwesterly direction along the arc of said curve to the right having a radius of 1,273.24 feet, a central angle of 50°30'00", an arc length of 1122.22 feet, and a chord bearing of North 28°14'46" West, for a distance of 1,086.25 feet to a point for corner from which a 1/2-inch iron rod bears North 79°03' West, 0.84 feet;
- (38) South 87°00'14" West, for a distance of 60.00 feet to a point for corner from which a 1/2-inch iron rod bears North 79°41' West, 0.76 feet;
- (39) North 02°59'46" West, for a distance of 7,517.41 feet to a point of curvature from which a Type I TxDOT monument bears South 10°57' East, 2.78 feet;
- (40) in a northwesterly direction along the arc of said curve to the left having a radius of 11,669.16 feet, a central angle of 02°17'57", an arc length of 468.26 feet, and a chord bearing of North 04°08'44" West, for a distance of 468.23 feet to a point of tangency from which a Type I TxDOT monument bears South 04°17' West, 0.75 feet;
- (41) North 05°17'43" West, for a distance of 1,947.71 feet to a point for corner, from which a 1/2-inch iron rod called for and found bears North 25°36' East, 0.48 feet;
- (42) North 02°04'42" West, for a distance of 1,036.10 feet to a point for corner from which a Type I TxDOT monument bears South 26°16' East, 0.96 feet;
- (43) North 46°17'46" East, for a distance of 265.70 feet to the **POINT OF BEGINNING** and containing 2,962.36 acres of land.

EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba PHRA, Inc. TBPELS No. 10092300

Robert L. Boelsche

Robert L. Boelsche, R.P.L.S.
Texas Registration No. 4446
10011 Meadowglen Lane
Houston, Texas 77042
713-784-4500



Date: November 17, 2022
Job No: 211-084-00
File No: R:\2021\211-084-00\Docs\Description\Boundary\District Boundary\21108400V-PBM801.doc

Exhibit C
Consent Conditions

(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. None of such bonds, other than refunding bonds, will be sold for less than 97 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.

(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 plans will conform to the design criteria of the City. Prior to the construction of such facilities within or by the District, the District or its engineer will give written notice to the City, stating the date that 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 during the progress of the construction and installation of such facilities, the City may make 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 Department of Health. The District will agree to make periodic analyses of its discharge pursuant to the rules of the Texas Commission on Environmental Quality ("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, submitted in accordance with the approved PUD for the property.

EXHIBIT B

**METES AND BOUNDS DESCRIPTION
BEING A 2,962.36 ACRE TRACT OF LAND
IN THE H.T. & B. R.R. CO. SURVEY, ABSTRACT 236,
H.T. & B. R.R. CO. SURVEY, ABSTRACT 252,
W.D.C. HALL SURVEY, ABSTRACT 69,
C. M. HAYS SURVEY, ABSTRACT 534,
S.F. AUSTIN SURVEY, ABSTRACT 24,
BRAZORIA COUNTY, TEXAS**

DESCRIPTION OF A 2,962.36 ACRE TRACT OF LAND SITUATED IN THE H.T. & B. R.R. COMPANY SURVEY, ABSTRACT 236, H.T. & B. R.R. COMPANY SURVEY, ABSTRACT 252, THE W.D.C. HALL SURVEY, ABSTRACT 69, THE C. M. HAYS SURVEY, ABSTRACT 534 AND THE S.F. AUSTIN SURVEY, ABSTRACT 24, BRAZORIA COUNTY, TEXAS, BEING OUT OF LOTS 1 THROUGH 75 OF THE KANAWHA TEXAS COMPANY'S SUBDIVISION AS RECORDED UNDER VOLUME 2, PAGE 53 OF THE BRAZORIA COUNTY PLAT RECORDS, ALSO BEING LOTS 21-28 OF THE HANSEN SUBDIVISION AS RECORDED UNDER VOLUME 23, PAGE 544-545 OF THE B.C.P.R., SAID 2,962.36 ACRE TRACT BEING A COMPOSITE OF THREE TRACTS OF LAND CONVEYED TO WB WEST ALVIN LAND LLC UNDER BRAZORIA COUNTY CLERK'S FILE NO. (B.C.C.F. No.) 2022033165 (CALLED 2,698.28 ACRES), B.C.C.F. No. 2022033167 (CALLED 168.36 ACRES) AND B.C.C.F. NO. 2022033174 (CALLED 95.72 ACRES); SAID 2,962.36 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at the intersection of the southerly right-of-way line of FM 1462 (150-foot wide at this location based on TxDOT right-of-way maps dated March, 1968) with the easterly right-of-way line of State Highway No. 288 (variable width at this location), said corner being at the northerly end of a 265.70-foot cutback corner and marking the northwesterly corner of said 2,698.28 acre tract and having Texas State Plane coordinates, South Central Zone 1983, of X=3,107,125.60 and Y=13,692,851.01, from which a Type I Concrete Monument bears, South 50°23' West, 1.63 feet;

THENCE, along the southerly right-of-way lines of FM 1462 right-of-way maps dated July 12, 1950, widened by TxDOT right-of-way maps dated March, 1968 and revised by that certain right-of-way deed recorded under Volume 85 222, Page 722 of the Brazoria County Deed Records (B.C.D.R.) the following eight (8) courses and distances;

- (1) South 85°19'46" East, for a distance of 173.00 feet to a point for corner from which a Type I TxDOT monument bears South 38°54' East, 0.69 feet;
- (2) North 04°39'54" East, for a distance of 25.00 feet to a point for corner from which a Type I TxDOT monument bears South 71°11' East, 0.52 feet;
- (3) South 85°19'46" East, for a distance of 160.84 feet to a point for corner from which a Type I TxDOT monument bears South 52°07' West, 1.52 feet;
- (4) South 82°28'01" East, for a distance of 100.12 feet to a point for corner from which a Type I TxDOT monument bears South 58°43' West, 0.56 feet;
- (5) South 85°19'46" East, for a distance of 400.00 feet to a point for corner from which a Type I TxDOT monument bears South 84°46' West, 2.77 feet;
- (6) North 87°32'44" East, for a distance of 201.56 feet to a point for corner from which a Type I TxDOT monument bears South 80°09' West, 1.83 feet;
- (7) South 85°19'46" East, for a distance of 875.45 feet to a point of curvature;
- (8) in a southeasterly direction along the arc of said curve to the left having a radius of 1461.76 feet, a central angle of 05°59'33", an arc length of 152.89 feet, and a chord bearing of South 88°19'33" East, for a distance of 152.82 feet to a 1/2-inch iron found for corner;
- (9) **THENCE**, South 02°10'16" East, for a distance of 3,613.48 feet to a 3/4-inch pinched top iron pipe called for and found for corner;

- (10) **THENCE**, North 87°09'51" East, for a distance of 2,465.62 feet to a 1 1/2-inch iron pipe called for and found for corner;
- (11) **THENCE**, North 87°18'48" East, for a distance of 10.58 feet to 5/8-inch iron rod found for corner;
- (12) **THENCE**, North 02°08'49" West, for a distance of 3,643.30 feet to a point for corner in the southerly right-of-way line of FM 1462 (100 feet wide at this location based on TxDOT right-of-way maps dated January 1950), from which a 3/4-inch pinched top iron pipe bears South 02°08'49" East, 2.21 feet;
- (13) **THENCE**, North 85°40'14" East, along said southerly right-of-way line of FM 1462 for a distance of 1,117.57 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" called for and found for corner;
- (14) **THENCE**, South 02°51'46" East, for a distance of 3,670.77 to a 5/8-inch iron rod with cap stamped "S. Adams 3666" called for and found for corner;
- (15) **THENCE**, North 86°53'01" East, for a distance of 2,594.08 feet to a 5/8-inch iron rod called for and found for corner;
- (16) **THENCE**, North 03°03'17" West, for a distance of 1,349.78 feet to a 1/2-inch iron rod called for and found for corner;
- (17) **THENCE**, South 49°57'13" East, for a distance of 1,185.28 feet to 1/2-inch iron pipe called for and found for corner;
- (18) **THENCE**, South 49°46'26" East, for a distance of 238.20 feet to a 1/2-inch iron pipe called for found for corner;
- (19) **THENCE**, South 49°41'40" East, for a distance of 1,180.22 feet to a 3/4-inch iron pipe called for found for corner;
- (20) **THENCE**, South 86°54'59" West, for a distance of 1,739.86 feet to a 5/8-inch iron rod called for and found for corner;
- (21) **THENCE**, South 03°00'29" East, for a distance of 1,178.57 feet to a 1/2-inch iron pipe called for and found for corner;
- (22) **THENCE**, South 02°56'54" East, for a distance of 5,264.85 feet to an axle called for and found for corner;
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- (27) **THENCE**, South 86°57'54" West, for a distance of 5,518.87 feet to a 4-inch concrete monument called for and found for corner;
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- (29) **THENCE**, South 86°56'26" West, for a distance of 2,208.96 feet to a found 3/4-inch iron rod called for found for corner;
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- (33) **THENCE**, South 87°00'14" West, along the northerly right-of-way line of said County Road 51 for a distance of 150.00 feet to a point for corner at the southerly end of a cutback corner in the easterly right-of-way of said State Highway 288 from which a 1/2-inch iron rod bears South 67°22' East, 0.93 feet;
- THENCE**, along the easterly right-of-way of said State Highway 288 the following ten (10) courses and distances:
- (34) North 49°33'41" West, for a distance of 72.61 feet to a point of curvature from which a Type I TxDOT monument bears North 55°01' West, 0.66 feet;
- (35) in a northwesterly direction along the arc of said curve to the left having a radius of 458.37 feet, a central angle of 44°14'59", an arc length of 354.00 feet, and a chord bearing of North 31°22'16" West, for a distance of 345.27 feet to a point of tangency from which a 1/2-inch iron rod bears North 60°41' West, 0.71 feet;
- (36) North 53°29'46" West, for a distance of 80.13 feet to a point of curvature;
- (37) in a northwesterly direction along the arc of said curve to the right having a radius of 1,273.24 feet, a central angle of 50°30'00", an arc length of 1122.22 feet, and a chord bearing of North 28°14'46" West, for a distance of 1,086.25 feet to a point for corner from which a 1/2-inch iron rod bears North 79°03' West, 0.84 feet;
- (38) South 87°00'14" West, for a distance of 60.00 feet to a point for corner from which a 1/2-inch iron rod bears North 79°41' West, 0.76 feet;
- (39) North 02°59'46" West, for a distance of 7,517.41 feet to a point of curvature from which a Type I TxDOT monument bears South 10°57' East, 2.78 feet;
- (40) in a northwesterly direction along the arc of said curve to the left having a radius of 11,669.16 feet, a central angle of 02°17'57", an arc length of 468.26 feet, and a chord bearing of North 04°08'44" West, for a distance of 468.23 feet to a point of tangency from which a Type I TxDOT monument bears South 04°17' West, 0.75 feet;
- (41) North 05°17'43" West, for a distance of 1,947.71 feet to a point for corner, from which a 1/2-inch iron rod called for and found bears North 25°36' East, 0.48 feet;
- (42) North 02°04'42" West, for a distance of 1,036.10 feet to a point for corner from which a Type I TxDOT monument bears South 26°16' East, 0.96 feet;
- (43) North 46°17'46" East, for a distance of 265.70 feet to the **POINT OF BEGINNING** and containing 2,962.36 acres of land.

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Robert L. Boelsche

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Texas Registration No. 4446
10011 Meadowglen Lane
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713-784-4500



Date: November 17, 2022
Job No: 211-084-00
File No: R:\2021\211-084-00\Docs\Description\Boundary\District Boundary\21108400V-PBM801.doc

EXHIBIT C - West Alvin Map

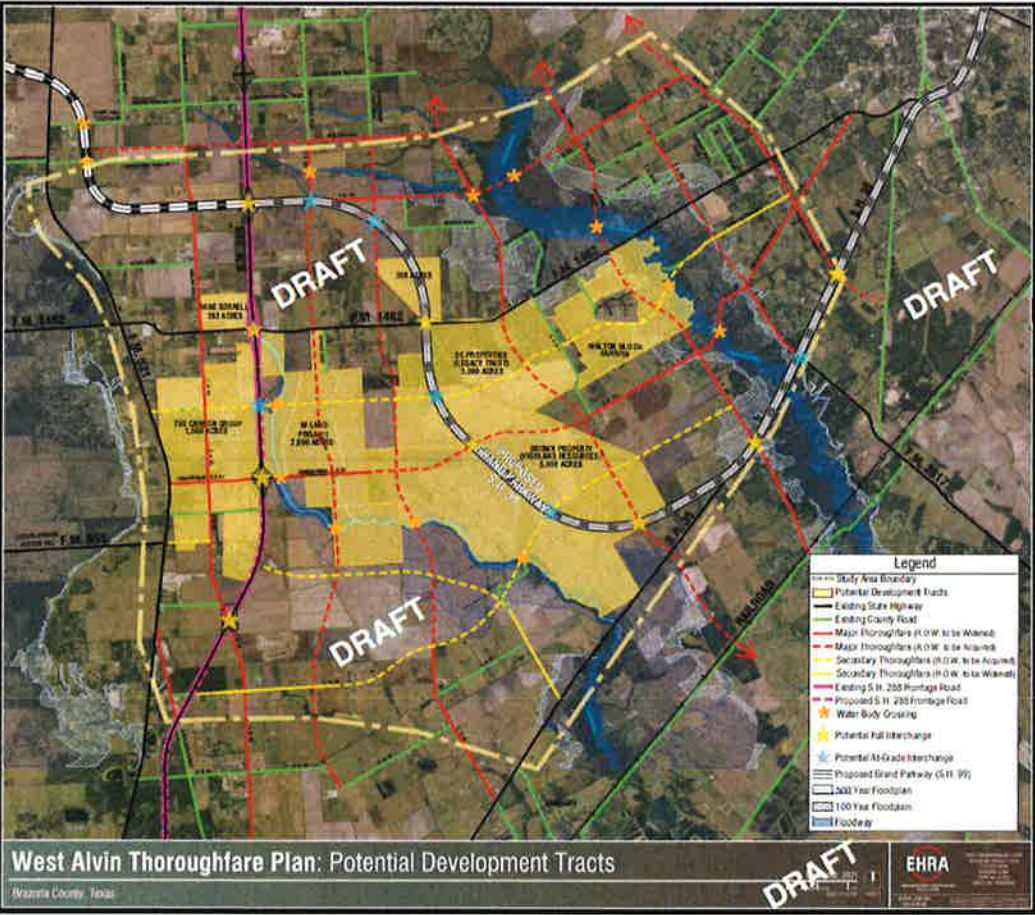


EXHIBIT D

Development Type	Estimated Costs ¹
1. Overall Developable Acreage Cost (WSD)	\$ 52,846,000
2. Overall Developable Acreage Cost (Road)	\$ 64,589,000
3. Detention	\$ 22,110,000
4. Bridge Crossings	\$ 2,691,000
5. Culvert Crossings (WSD)	\$ 577,000
6. Culvert Crossings (Road)	\$ 705,000
7. Amenity Lake	\$ 13,055,000
8. Mitigation	\$ 14,472,000
9. SH 288 & CR51 Intersection Improvements	\$ 15,378,000
10. On-Site Collector Road (WSD)	\$ 9,699,000
11. On-Site Collector Road (Road)	\$ 11,854,000
12. On-Site Major Thoroughfare (WSD)	\$ 12,348,000
13. On-Site Major Thoroughfare (Road)	\$ 15,092,000
14. Traffic Signals	\$ 1,922,000
15. Left Turn Lanes	\$ 641,000
16. Lift Stations	\$ 4,101,000
17. Water Treatment Plants	\$ 23,067,000
18. Wastewater Treatment Plants \$	\$ 35,882,000
19. Fencing/Walls 1	\$ 6,299,245
20. Interior Landscape 1	\$ 16,582,711
21. Fencing/Walls 2	\$ 6,299,245
22. Interior Landscape 2	\$ 16,582,711
23. Major Road Landscape	\$ 6,205,000
24. Detention/Lakes Landscape	\$ 14,997,000
25. Road Landscape	\$ 22,825,000
26. Park Landscape	\$ 52,103,000
27. Other Landscape – Rec/School/Commercial	\$ 13,541,568
28. Other Landscape – Park/Ponds	\$ 8,839,815
29. Other Landscape – Road	\$ 3,518,153
30. Land and Improvements for a Police/Fire/EMS Facility	\$ TBD
	\$468,822,446

¹ Based on engineer's and landscape architect's estimated in 2023. Costs are subject to change and do not include inflation.

EXHIBIT E

MASTER DEVELOPER REIMBURSEMENT AGREEMENT

THIS MASTER DEVELOPER REIMBURSEMENT AGREEMENT (this "Agreement"), is made and entered into as of the ____ day of _____, 202_, by and between the **CITY OF ALVIN, TEXAS**, a home rule municipality located in the county of Brazoria, Texas (the "City"), **REINVESTMENT ZONE NUMBER ONE, CITY OF ALVIN, TEXAS** (the "Reinvestment Zone"), a tax increment reinvestment zone created by the City pursuant to Chapter 311 of the Texas Tax Code, as amended, acting by and through its governing body, the Board of Directors (the "Zone Board"), and **W LAND DEVELOPMENT MANAGEMENT LLC**, a Texas limited liability partnership and the development manager of the Property for WB West Alvin Land LLC and its successors and assigns (the "Master Developer"). (The City, the Reinvestment Zone and the Master Developer are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties.")

RECITALS:

A. The City and the Master Developer have entered into that certain Development Agreement dated _____, 2023 (the "Development Agreement"), which provides generally for the development of the approximately 2,900 acres master-planned community located in the City, generally between FM 1462 on the north, Brazoria County Road 51 on the south, and State Highway 288 on the west, as shown on the map attached as Exhibit "A".

B. The City has created the Reinvestment Zone and has appointed members of the Zone Board which has adopted the Project Plan and the Financing Plan (the "Plans"), which Plans have been approved by the City.

C. The Reinvestment Zone desires to implement the Plans and to provide for the construction of certain TIRZ Improvements as described in the Plans.

D. The Master Developer has agreed to construct and pre-finance certain TIRZ Improvements, subject to reimbursement by the City and the Reinvestment Zone from the Tax Increment Fund, as provided in this Agreement, the Development Agreement, and the Plans.

E. The Master Developer also agreed to advance certain costs related to the creation, organization, operation and administration of the Reinvestment Zone, subject to reimbursement by the City and the Reinvestment Zone from the Tax Increment Fund, as provided in this Agreement, the Development Agreement, and the Plans.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section.

2. (a) Development Agreement. The terms of the Development Agreement are hereby incorporated in this Agreement, and the Reinvestment Zone adopts and ratifies the Development Agreement and agrees to abide by its terms.

(b) Definitions. Capitalized terms used herein, including the recital thereto, shall have the meanings set forth in the Development Agreement, unless otherwise defined in this Agreement, or unless the context clearly requires another definition.

3. Cooperation. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the case of the Reinvestment Zone, the adoption of such orders and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

4. Payment and Reimbursement.

(a) Following the effective date of this Agreement, the Master Developer shall contract for the design and construction of certain TIRZ Improvements in the manner provided by subsection (1) through (4) of this section.

(1) To initiate the construction of a TIRZ Improvement, the Master Developer shall provide a written request to the Zone Board (i) describing the requested TIRZ Improvements; (ii) specifying the estimated schedule for the design and construction; (iii) estimating the likely costs thereof, as certified by the Reinvestment Zone's engineer, and comparing such estimate to the TIRZ budget established for such TIRZ Improvements in the Plans; and (iv) specifying the area within the Zone which is benefited by such TIRZ Improvements over which the available Tax Increment is to be applied for purposes of determining when reimbursement is to be made. If the Reinvestment Zone's engineer determines that the requested TIRZ Improvements qualify for

reimbursement, the Master Developer may proceed to design and construct the requested TIRZ improvements in accordance with the procedures set forth on the attached Exhibit "B".

(2) All legal requirements relating to City contracts shall apply to the design and construction of the TIRZ Improvements.

(3) For purposes of record-keeping and establishing a priority of reimbursement, the Reinvestment Zone and the Master Developer shall execute a letter agreement for each phase of construction, substantially in the form attached as Exhibit "C". The purpose of the letter agreement is to confirm that the Master Developer will design and construct a phase of the TIRZ Improvements, will pre-finance all associated costs of such phase, and will be reimbursed by the City and the Reinvestment Zone from bond proceeds or uncommitted Tax Increment, all in accordance with the terms and conditions of this Agreement, the Plans, and the Development Agreement.

(b) If the Master Developer follows the procedures set forth in Exhibit "B" and after the Reinvestment Zone engineer and auditor have certified in letters in substantially the form attached as Exhibit "D" that the TIRZ Improvements have been completed and are in order for reimbursement, the Reinvestment Zone shall reimburse the Master Developer for all amounts advanced to the Reinvestment Zone pursuant to this Agreement, plus the appropriate interest on such amounts as calculated under the provisions of Article V of the Development Agreement up to the amount certified by the Reinvestment Zone engineer and auditor to not have exceeded the TIRZ budget by more than ten percent (10%) (as may be adjusted for inflation) established for such TIRZ Improvements in the Plans.

(c) The Master Developer has made or will continue to make certain expenditures related to the creation, organization, operation and administration of the Reinvestment Zone, including, but not limited to, land costs, legal fees, engineering fees, consultant fees, market study costs, publication expenses, and government fees ("Operating Costs"). Such expenses are Project Costs for purposes of reimbursement in accordance with Article V of the Development Agreement and a letter agreement in substantially the form attached as Exhibit "C" shall be executed for each fiscal year in which the Master Developer makes such expenditures.

(d) The Reinvestment Zone shall be obligated to reimburse the Master Developer solely, and in order of priority, from (i) Bond Proceeds or (ii) uncommitted Tax Increment if such funds are available and are not reasonably expected to be required by the Reinvestment Zone for debt service on TIRZ Bonds or for administrative expenses. In accordance with the Plans, priority for the reimbursement

of advances is as follows: (i) Operating Costs, (ii) Master Developer TIRZ Improvements, and (iii) Sub-Developer TIRZ Improvements. The Reinvestment Zone agrees to request at the earliest feasible date that the City issue TIRZ Bonds, and the City agrees to use its best efforts to issue TIRZ Bonds to fund reimbursements at such time as the TIRZ's financial advisor certifies that the unencumbered Tax Increment generated within the area benefitted by the TIRZ Improvements is sufficient to support the applicable TIRZ Bonds and satisfies the coverage test and Tax Increment Fund projection requirement set forth in the Development Agreement and the Plans. The Reinvestment Zone's obligation to request that the City issue TIRZ Bonds to reimburse the Master Developer is conditioned on a determination by the TIRZ's financial advisor that such TIRZ Bonds are reasonably marketable under then-current market conditions, and issuance thereof will not have a materially adverse effect on the viability of any outstanding TIRZ Bonds. The Reinvestment Zone's obligation to reimburse is conditioned on: (i) the approval of the issuance of the TIRZ Bonds by the City, the Attorney General of Texas and any other governmental authority having jurisdiction thereover; and (ii) the successful marketing, sale, and closing of the TIRZ Bonds.

5. Powers.

(a) The Reinvestment Zone hereby represents and warrants to the Master Developer that the Reinvestment Zone has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Reinvestment Zone, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority.

(b) The Master Developer hereby represents and warrants to the Reinvestment Zone that the Master Developer has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be duly and validly authorized and approved by all necessary actions of the Master Developer. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Master Developer, and is enforceable in accordance with its terms and provisions.

6. Time of Essence. Time is of the essence to this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation. All dates and time periods provided for in this Agreement shall be delayed during any pending or threatened litigation that would affect the ability to issue the TIRZ Bonds, acquire the Property, or commence or continue with construction

of the TIRZ Improvements or the Project, for a time period equal to the duration of such litigation.

7. Default.

(a) A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Before any failure of any Party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice, subject, however, to the terms and provisions of Section 7(c). Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party.

(c) Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending or threatened litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, or tornados], labor action, strikes or similar acts), the time for such performance shall be extended by the amount of time of such delay. The Party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such "force majeure" event not later than seven (7) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a "force majeure" event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Section.

8. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual agreement of the Parties evidenced by a written amendment and by the execution of such written amendment by the Parties or their successors in interest.

9. Entire Agreement. This Agreement (including all Exhibits attached to this Agreement) sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained; provided, however, that the terms of this Agreement and those contained in the Development Agreement shall be construed *in pari materia* so as to give effect to the intent of the Parties. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral (except for the Development Agreement) and, together with the Development Agreement, shall be deemed a full integration of the entire agreement of the Parties. To the extent of an irreconcilable variance between the terms of this Agreement and the Development Agreement, the Development Agreement shall control.

10. Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

11. Texas Law. This Agreement shall be construed in accordance with the laws of the State of Texas, and any actions concerning this Agreement shall be brought in either the Texas State District Courts of Brazoria County, Texas or the United States District Court for the Southern District of Texas.

12. Notice. Any notice sent under this Agreement (except as otherwise expressly required) shall be sent according to the terms of the Development Agreement.

13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

14. Consent or Approval. Except as otherwise provided in this Agreement, whenever consent or approval of either Party is required, such consent or approval shall not be unreasonably withheld.

15. Term of Agreement. The term of this Agreement shall commence on the date first above written and shall continue until the date (the "Termination Date") on which the Master Developer has been fully reimbursed for all amounts advanced to the Reinvestment Zone and interest on such amounts in accordance with Section 4 of this Agreement.

16. Interpretation. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

17. Exhibits and Schedules. All exhibits and schedules attached hereto are declared to be a part of this Agreement and are incorporated herein by this reference.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY:

CITY OF ALVIN, TEXAS

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

REINVESTMENT ZONE:

REINVESTMENT ZONE NUMBER____;
CITY OF ALVIN, TEXAS

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

MASTER DEVELOPER:

**W LAND DEVELOPMENT MANAGEMENT
LLC**

By: _____

Name: _____

Title: _____

EXHIBITS

Exhibit "A"	Map
Exhibit "B"	TIRZ Project Implementation and Reimbursement Process
Exhibit "C"	Form of Letter Agreement -- TIRZ Improvements
Exhibit "D"	Form of Engineer and Auditor's Completion Certificate

EXHIBIT "A"

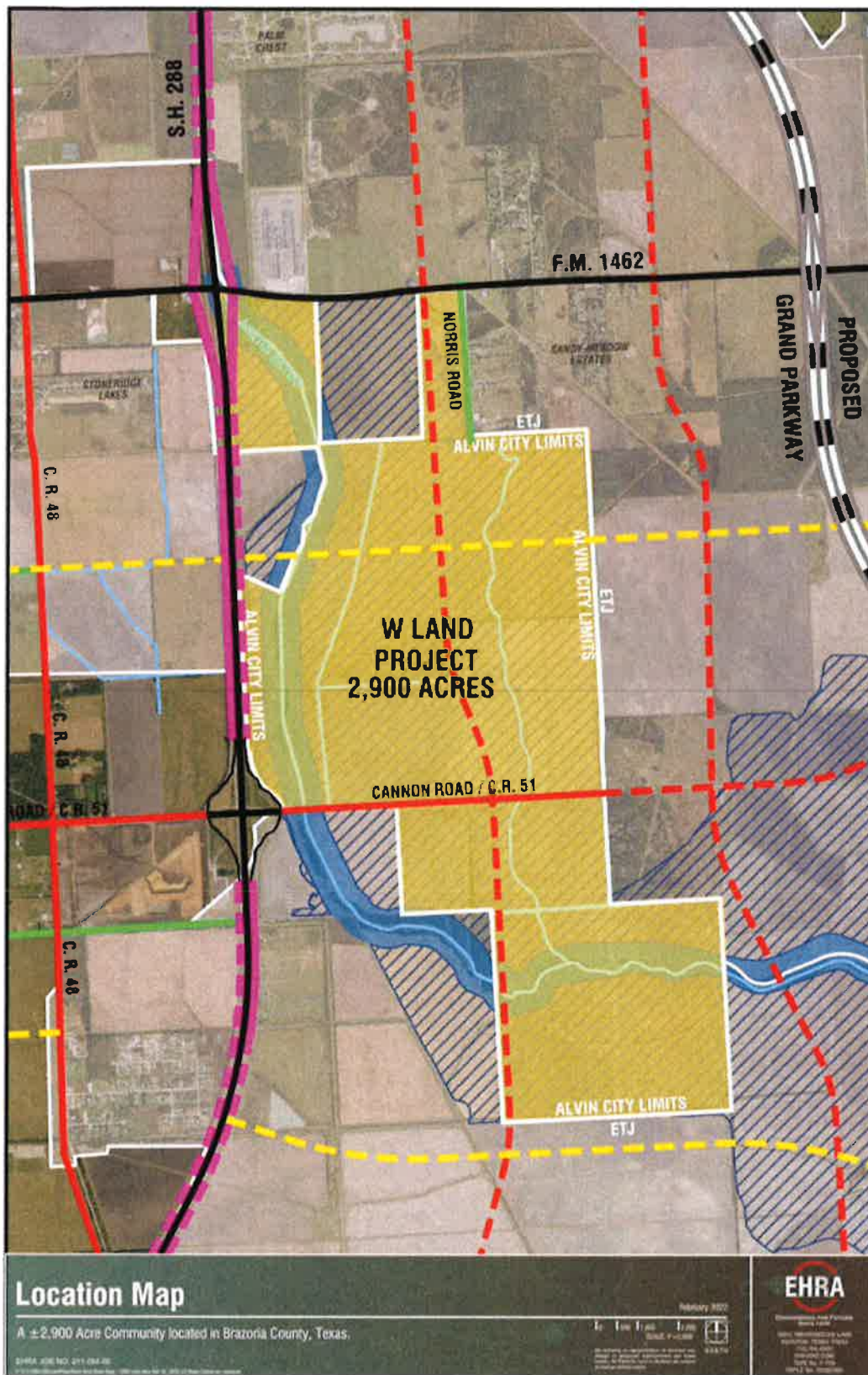


EXHIBIT "B"

**CITY OF ALVIN
REINVESTMENT ZONE NUMBER _____**

CITY OF ALVIN, TEXAS

**TIRZ PROJECT IMPLEMENTATION
AND
REIMBURSEMENT PROCESS**

_____, 202_____

EXHIBIT "B"

TIRZ Project Implementation and Reimbursement Process

To begin the process of planning, design, construction and reimbursement under the TIRZ Plan, the TIRZ and the Developer/Sub-developer will sign a reimbursement agreement that establishes the extent of TIRZ Improvements (the "Project") and the terms and conditions under which the Project will be eligible for reimbursement. The reimbursement agreement, once executed, shall constitute the approval by the TIRZ for the Developer/Sub-developer to proceed with construction of the Project. The TIRZ Board shall not enter into contracts with other Developers or Sub-developers giving more favorable terms than those granted to W Land without W Land's consent.

The reimbursement agreement will establish: (1) the quantitative and qualitative aspects and character of the Project, (2) the maximum costs to be reimbursed for the Project, (3) a checklist of requirements for implementing and completing the Project for reimbursement, (4) the procedures for the review of the Project for the purposes of the TIRZ approving reimbursement of the Project costs once construction is completed, and (5) the incremental assessed valuation criteria which must be achieved before reimbursements may commence.

The maximum costs to be reimbursed to the Developer/Sub-developer for the Project shall be established in the reimbursement agreement, based on the TIRZ Engineer's determination of the scope of TIRZ capital improvements that are consistent with the TIRZ Plan in the development of the Developer/Sub-developer's development area.

The quantitative and qualitative aspects and character of the Project shall be as depicted in the Project and Financing Plan, the PUD, the Development Agreement, Design Guidelines created by the Developer for the Property, and other related documents made available to the Developer/Sub-developer. These shall establish the over-all intent of the development for the Property, including those portions of the master plan improvements constituting the Project to be undertaken by the Developer/Sub-developer under the reimbursement agreement.

The procedures for the design and construction of the Project shall be as follows:

1. Prior to commencing construction, the Developer/Sub-developer shall prepare all necessary plans and specifications which shall be approved by all regulatory authorities having jurisdiction;
2. Developer/Sub-developer shall bid all contracts in accordance with Texas competitive bidding laws for public improvements and in accordance with any

requirement of the City and in full compliance with the rules and regulations of any local, regional, state or federal agencies having jurisdiction, and shall comply with all policies of the City as they may be in effect from time to time;

3. Developer/Sub-developer shall construct the Project in accordance with all local and state law for construction of public improvements;
4. Developer/Sub-developer shall obtain inspections and approvals in accordance with all of the City of Alvin's processes and procedures, and with the processes and procedures of any authority or agency having jurisdiction; the Developer/Sub-developer shall be responsible for any City of Alvin or other agency review and/or inspection fees;
5. Developer/Sub-developer shall obtain inspections and approvals from the homeowner or property owners' association created over the Property; and
6. Developer/Sub-developer shall submit documentation demonstrating that the Project was completed in accordance with the terms of the reimbursement agreement as substantially set out in the check list specified below.

The checklist of requirements for TIRZ reimbursement and completing the Project include but are not limited to the following:

- _ Recorded Plat
- _ Approved Plans and Specifications
- _ Bid Notice/Bid Advertisement Affidavits
- _ Bid Tabulation
- _ Recommendation of Award
- _ Payment, Performance and Maintenance Bonds
- _ Insurance Certificates
- _ Executed Contract for Construction
- _ Notice To Proceed
- _ Testing and inspection Reports
- _ Approved Pay Applications
- _ Approved Change Orders
- _ Certificates of Completion
- _ Letters of Acceptance
- _ Consent of Surety for Final Payment
- _ Contractors' Unconditional Release of liens
- _ Signed Record Drawings

For all TIRZ Improvements included in the Plan, the completed documentation shall be submitted to the TIRZ Administrator and shall be reviewed for compliance with the

reimbursement agreement by the TIRZ Engineer and the TIRZ Auditor (the "TIRZ Consultants"). The TIRZ Auditor will confirm with any District in which a Project is located that the Developer/Sub-developer is not being reimbursed for the Project by the District. All TIRZ Consultants' costs associated with the review of the Developer/ Sub-developer reimbursement review documentation shall be paid by the Developer/Sub-developer upon the submittal of the reimbursement package. The TIRZ Consultants will review the documentation to verify that the costs for the Project are eligible for TIRZ reimbursement under the terms and conditions specified in the reimbursement agreement.

Once the review of the submitted package is complete, the TIRZ Consultants shall make a recommendation to the TIRZ Board in conformance with the reimbursement agreement. When approved, the Project reimbursement costs will be logged for priority of reimbursement as established by the reimbursement approval date and the Project and Financing Plan. If appropriate, the TIRZ Board will recommend to the City to reimburse the Developer/Sub-developer when increment from the Project becomes available.

EXHIBIT "C"

REINVESTMENT ZONE NO. __, CITY OF ALVIN, TEAS

[Date]

W Land Development Management LLC
11740 Katy Freeway #1400
Houston, TX 77079
Attn: _____

Re: Financing for TIRZ Improvements: _____; TIRZ Project
No. _____

Dear _____:

The City of Alvin, Texas (the "City"), Reinvestment Zone No. __, City of Alvin, Texas (the "Zone"), and W Land Development Management LLC (the "Master Developer") entered into a Reimbursement Agreement (the "Reimbursement Agreement") dated _____, 2023, to provide for the financing and construction of TIRZ Improvements to serve land within the Zone or for pre-financing Zone Operating Costs. The Zone and the Master Developer have determined to proceed with the design and construction of the following TIRZ Improvements in accordance with the Reimbursement Agreement:

[description of TIRZ Improvements and location by section and/or plat name]

OR

[Operating Costs]

Attached to this letter is a map showing the area which is benefitted by the TIRZ Improvements over which the available Tax Increment will be applied for purposes of determining when reimbursement is made. The Master Developer has agreed to pre-finance the design and construction of the TIRZ Improvements to be reimbursed in accordance with the Reimbursement Agreement.

The Zone hereby gives its approval to proceed with the construction of the above described TIRZ Improvements. All procedures set forth in the document entitled "TIRZ Project Implementation and Reimbursement Process" must be followed, and letters from the Zone's Engineer certifying the completion of the TIRZ Improvements and from the Zone's Auditor must be issued before the Zone will reimburse the Master Developer.

The Zone's Engineer has determined that the budget (adjusted for inflation) established in the Zone's Project Plan and Reinvestment Zone Financing Plan for the above described TIRZ Improvements is \$_____ plus "developer interest" calculated per the Reimbursement Agreement. The Zone is not obligated to reimburse the Master Developer for any amount in excess of that budgeted amount (plus 10% and as adjusted for inflation per the Plans) plus "developer interest" calculated by the Reimbursement Agreement. In accordance with the Zone's Project Plan and Reinvestment Zone Financing Plan and the Development Agreement between the City and the Master Developer dated _____, 2023, "developer interest" on these TIRZ Improvements will be simple interest calculated at ____ percent per annum for _____.

This agreement was duly authorized at a meeting of the Board of Directors of the Zone held on the ____ day of _____, ___, with Director _____ abstaining from voting.

Very truly yours,

REINVESTMENT ZONE NO. ___, CITY OF
ALVIN, TEXAS

By: _____
Chairman, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

(SEAL)

AGREED TO AND ACCEPTED THIS ____ DAY OF _____,
, ____.

W LAND DEVELOPMENT MANAGEMENT
LLC

By: _____

Name: _____

Title: _____

EXHIBIT "D"

(Engineer's Letter)

REINVESTMENT ZONE NO. ____ CITY OF ALVIN, TEXAS

[Date]

Reinvestment Zone No. ____
City of Alvin, Texas
Attn: Chairman, Board of Directors
c/o City of Alvin, Texas
216 W. Sealy St.
Alvin, TX 77511

Re: Completion of TIRZ Improvements described in the Letter Financing
Agreement dated _____, ____; TIRZ Project No. _____

Dear Mr. Chairman and Members of the Board:

As the Engineer for Reinvestment Zone No. ____, City of Alvin, Texas (the "Zone"), I have reviewed the completed documentation submitted by W land Development (the "Master Developer") relating to the construction of the TIRZ Improvements described by that Letter Financing Agreement dated _____, ____ (the "Letter Financing Agreement"). By the Letter Financing Agreement, the Master Developer agreed to pre-finance the design and construction of the TIRZ Improvements to be reimbursed in accordance with the Reimbursement Agreement between the City of Alvin, the Zone and the Master Developer dated _____, 2023 (the "Reimbursement Agreement").

The Letter Financing Agreement states that the budget (adjusted for inflation) established in the Zone's Project Plan and Reinvestment Zone Financing Plan for the TIRZ Improvements is \$_____ plus "developer interest" calculated per the Reimbursement Agreement. In accordance with the Zone's Project Plan and Reinvestment Zone Financing Plan and the Development Agreement between the City of Alvin, Texas, and the Master Developer dated _____, ____, "developer interest" on these TIRZ Improvements is to be calculated at ____ percent per annum for _____.

The Master Developer has provided, and I have reviewed, the necessary documentation to prove compliance with all procedures set forth in the document entitled "TIRZ Project Implementation and Reimbursement Process." Based upon my

review, I conclude that the construction of the TIRZ Improvement was conducted in compliance with the Reimbursement Agreement, and the procedures set forth in the document entitled "TIRZ Project Implementation and Reimbursement Process" are complete and in order for reimbursement. I, therefore, recommend that the Zone reimburse the Master Developer the amount of \$_____ for the funds advanced to the Zone for the construction of the TIRZ Improvements, plus "developer interest" calculated per the Reimbursement Agreement, as applicable. A detailed breakdown of the costs of the construction of the TIRZ Improvements is attached to this letter.

Very truly yours,

Engineer for the Zone

EXHIBIT "D"

(Auditor's Letter)

REINVESTMENT ZONE NO. ___, CITY OF ALVIN, TEXAS

[Date]

Reinvestment Zone No. ____
City of Alvin, Texas
Attn: Chairman, Board of Directors
c/o City of Alvin, Texas
216 W. Sealy St.
Alvin, TX 77511

Re: Completion of TIRZ Improvements described in the Letter Financing
Agreement dated _____, ____

Dear Mr. Chairman and Members of the Board:

As the Auditor for Reinvestment Zone No. ___, City of Alvin, Texas (the "Zone"), I have reviewed the completed documentation submitted by W Land Development (the "Master Developer") relating to the construction of the TIRZ Improvements described by that Letter Financing Agreement dated _____, ____ (the "Letter Financing Agreement"). By the Letter Financing Agreement, the Master Developer agreed to pre-finance the design and construction of the TIRZ Improvements to be reimbursed in accordance with the Reimbursement Agreement between the City of Alvin (the "City"), the Zone, and the Master Developer dated _____, 2023 (the "Reimbursement Agreement").

Based upon my review of the payments made and of the certification of the Zone's Engineer, I conclude that the construction of the TIRZ Improvements was conducted and completed in compliance with the Reimbursement Agreement and the procedures set forth in the document entitled "TIRZ Implementation and Reimbursement Process" and are complete and in order for reimbursement. I have confirmed with Brazoria County Municipal Utility District No. ____ ("MUD ____") that these TIRZ Improvements are not being financed, and the Master Developer is not being reimbursed for this project, by MUD No. _____. I therefore recommend that the Zone reimburse the Master Developer in the amount of \$_____ for the funds advanced to the Zone for the design and construction of the TIRZ Improvements, which amount is within the TIRZ budget (adjusted for inflation and with the 10% budget overrun)

established in the Zone's Project Plan and Reinvestment Zone Financing Plan for the TIRZ Improvements.

In accordance with the Zone's Project Plan and Reinvestment Zone Financing Plan and the Development Agreement between the City and the Master Developer dated _____, 2023, "developer interest" on this advance shall be calculated at _____ percent per annum for _____. Based upon this rate of interest and assuming no partial reimbursements, interest due as of the date of the letter is \$_____, with an additional per diem rate of interest equal to \$_____ until reimbursed. The last day that interest will accrue on this advance, if still unreimbursed, is _____, _____.

Very truly yours,

Auditor for the Zone

Preservation Creek Planned Unit Development

Final Audit Report

2023-06-29

Created:	2023-06-28
By:	Dixie Roberts (droberts@cityofalvin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAh1nx6xe_HMOiAKCvS3u0lglfuxzZv0NQ

"Preservation Creek Planned Unit Development" History

-  Document created by Dixie Roberts (droberts@cityofalvin.com)
2023-06-28 - 8:33:11 PM GMT
-  Document emailed to Lisa Clark (lisac@wlanddevelopment.com) for signature
2023-06-28 - 8:41:26 PM GMT
-  Email viewed by Lisa Clark (lisac@wlanddevelopment.com)
2023-06-28 - 8:41:40 PM GMT
-  Document e-signed by Lisa Clark (lisac@wlanddevelopment.com)
Signature Date: 2023-06-29 - 3:51:31 PM GMT - Time Source: server
-  Agreement completed.
2023-06-29 - 3:51:31 PM GMT

PETITION FOR ANNEXATION
INTO THE CITY OF ALVIN, TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

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

WB WEST ALVIN LAND LLC, a Texas limited liability company (the "Petitioner"), acting pursuant to Section 43.0671 of the Texas Local Government Code, together with all amendments and additions thereto, respectfully petitions the Mayor and the City Council of the City of Alvin (the "City") to extend the present city limits so as to include and annex as part of the City the approximately 168.36 acres of land described by metes and bounds in **Exhibit A** (the "Land"), which is attached hereto and incorporated herein for all purposes, and further petitions the City to negotiate and enter into a written agreement with the Petitioner for the provision of services in the area. In support of this petition, the Petitioner would show the following:

1. The Land lies within Brazoria County, Texas and is accurately described by metes and bounds in **Exhibit A**.
2. The Land is comprised of 168.36 acres within the extraterritorial jurisdiction of the City (as such term is defined in Texas Local Government Code Section 42.001 et seq., as amended).
3. The Land is described by metes and bounds in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.
4. The Petitioner hereby certifies that it is the sole owner of the Land, and that this Petition is signed and acknowledged by each and every person, corporation or entity owning the Land or having an ownership interest in any part of the Land. There are no lienholders on the Land.
5. Pursuant to that certain Development Agreement effective as of June 15, 2023, Petitioner has contracted with the City for the provision of services in the area. Such agreement includes: (1) a list of each service the City will provide on the effective date of the annexation; and (2) a schedule that includes the period within which the City will provide each service that is not provided on the effective date of the annexation.

[EXECUTION PAGE FOLLOWS]

Respectfully submitted this 5th day of August, 2024.

WB WEST ALVIN LAND LLC,
a Texas limited liability company

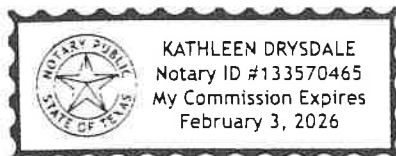
By: 

Name: Ting Qiao

Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on the 5th day of August, 2024, by Ting Qiao, as Manager of WB WEST ALVIN LAND LLC, a Texas limited liability company, on behalf of said limited liability company.




Notary Public, State of Texas

(NOTARY SEAL)

Attachment:

Exhibit A: Description of the Land

**SCHEDULE FOR VOLUNTARY ANNEXATION
PRESERVATION CREEK**

DATE	ACTION/EVENT	LEGAL AUTHORITY
September 5, 2024	COUNCIL BY WRITTEN RESOLUTION Directs notification to landowners; and sets two (2) Public Hearings: October 3, 2024, and October 17, 2024 ; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings – on or after the 40th day but before 20th day before First Reading of Ordinance
September 9, 2024	NOTICE TO PROPERTY OWNERS & utility providers	Loc. Gov't Code § 43.062(a)
September 22, 2024	NEWSPAPER NOTICE RE: FIRST PUBLIC HEARING ; (If applicable Notice to Railroad) SCHOOL DISTRICT NOTICE (notify each school district of possible impact) POST NOTICE ON WEB SITE and MAINTAIN UNTIL COMPLETE	Not less than 10 days nor more than 20 days before 1st public hearing. Loc. Gov't Code, §43.063 (c).
October 6, 2024* Publish notice of Second Public Hearing (1 time)	NEWSPAPER NOTICE RE: SECOND PUBLIC HEARING	Not less than 10 days nor more than 20 days before 2nd public hearing. Loc. Gov't Code, § 43.063(c).
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 20 adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063(b)
October 3, 2024*	1st PUBLIC HEARING AND PRESENT SERVICE PLAN (Not more than 40 days before the reading of ordinance) <i>Regular Meeting</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.065 & 43.063(a).
October 17, 2024*	2nd PUBLIC HEARING AND PRESENT SERVICE PLAN (At least 20 days before reading of ordinance.) <i>Regular Meeting</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.065 & 43.063(a).
Institution Date November 7, 2024*	READING OF ORDINANCE <i>Regular Meeting</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
Within 30 days of Reading (before December 7, 2024)	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Reading (before January 6, 2025)	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads	

*Dates in **BOLD** are **MANDATORY** dates to follow this schedule. Please advise if deviation.



AGENDA COMMENTARY

Meeting Date: 11/7/2024

Department: City Secretary

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

Agenda Item: Consider Resolution 24-R-33, designating one representative and one alternate representative to the Houston-Galveston Area Council (H-GAC) General Assembly for 2025.

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)

2021: Council member Castro (representative); Council member Vela (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: 10/30/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Res 24-R-33; H-GAC Representatives
2. Alvin Designation Form
3. Alvin Designation Letter

Recommendation: Move to approve Resolution 24-R-33, designating Council member ☐ to serve as the representative and Council member ☐ to serve as the alternate representative on the H-GAC General Assembly for 2025.

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

RESOLUTION NO. 24-R-33

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 2025.

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 2025 H-GAC General Assembly; and

WHEREAS, this governing body desires to exercise its right to designate the said representative and alternate representative to the 2025 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 2025.

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 7th day of November 2024.

CITY OF ALVIN, TEXAS

ATTEST

Gabe Adame, Mayor

Dixie Roberts, City Secretary

**DESIGNATION OF REPRESENTATIVES
HOUSTON-GALVESTON AREA COUNCIL
2025 GENERAL ASSEMBLY
AND
BOARD OF DIRECTORS**

BE IT RESOLVED, by the City Council of Alvin, Texas, that the following be and are hereby designated as the REPRESENTATIVE and ALTERNATE of the GENERAL ASSEMBLY of the Houston-Galveston Area Council for the year 2025:

REPRESENTATIVE _____

ALTERNATE _____

FURTHER THAT, they are hereby designated as the representative and alternate to the Board of Directors of the Houston-Galveston Area Council for the year 2025.

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

PASSED AND ADOPTED, this ____ day of _____, 2024.

APPROVED:

Mayor

ATTEST:



HOUSTON-GALVESTON AREA COUNCIL

OFFICE OF THE EXECUTIVE DIRECTOR

September 19, 2024

The Honorable Ruben G. Adame
Mayor
City of Alvin
216 W Sealy St
Alvin, TX, 77511

Dear Mayor Adame:

The Houston-Galveston Area Council has had an exciting and eventful 2024. We remain dedicated to better serving our member governments. We are working to do this by continuing to bring the conversation to your communities to listen to your needs and determining how we can help improve quality of life across the region. Thus far we have visited all of our regions' counties, and have started the second round of visits.

As we look forward to 2025, we ask that you appoint elected leaders from your governing body to represent your community and be a part of our decision-making progress. H-GAC bylaws allow each member big city to designate one elected official as a representative and one elected official as an alternates to the General Assembly. The 2025 representative and alternate begin their terms of office on January 1, 2025. I have attached the nomination form on which you can designate your representatives. Please email the completed form to Vanessa.McKeehan@h-gac.com. If more information concerning General Assembly and Board of Directors membership would be useful, please contact me at 713-993-4514 or Rick Guerrero at 713-993-4598.

Thank you for City of Alvin's continuing participation and support for the Houston-Galveston Area Council. We look forward to working with you in the coming year.

Sincerely,


Charles Wemple (Oct 1, 2024 05:35 CDT)

Chuck Wemple

Attachment



AGENDA COMMENTARY

Meeting Date: 11/7/2024

Department: City Secretary

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

Agenda Item: Consider Resolution 24-R-34, casting votes for the Board of Directors of the Brazoria County Appraisal District.

Type of Item: Resolution

Summary: This Resolution is to cast votes for candidates to serve on the Board of Directors of the Brazoria County Appraisal District. This board of directors is an authoritative body of individuals that govern our local appraisal district and serves as part of the local property tax system equation of checks and balances. City Council adopted a Resolution last month that nominated Tommy King as Alvin's candidate for the Board.

The directors have no authority to set values or appraisal methods. The chief appraiser is appointed by and serves at the pleasure of the appraisal district board of directors. It is the responsibility of the chief appraiser to carry out the appraisal district's legal duties, hire staff, administer the annual appraisal process, and operate the appraisal office.

Every other year each governing body within Brazoria County is allotted a certain number of votes to cast toward the nominated candidates on the ballot. The City of Alvin is allotted 78 votes. City Council may cast all 78 votes for one candidate or distribute the votes among any number of the nominated candidates. Each governing body must vote by written resolution and submitted to the Chief Appraiser before December 15, 2024.

Candidates: Tommy King (Alvin Representative), Kristin Bulanek, Eric Hayes, Wayman Hutchings, Glen Jones, Arnetta Murray, Marinell Music, Patrick O'Day, Gail Robinson, George Sandars, and Susan Spoor.

In 2015, 2017, 2019, 2021, and 2023, City Council cast all the City's votes for Tommy King.

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: 10/30/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed:

Supporting documents attached:

1. Res 24-R-34; Casting BCAD Votes
 2. BCAD Letter with Ballot
 3. Tommy King Bio
-

Recommendation: Move to approve Resolution 24-R-34, casting _____ (# votes) for _____ (person[s]) to serve on the Board of Directors of the Brazoria County Appraisal District Board.

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

RESOLUTION 24-R-34

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, CASTING VOTES FOR CANDIDATES FOR THE BOARD OF DIRECTORS OF THE BRAZORIA COUNTY APPRAISAL DISTRICT.

WHEREAS, the official ballot containing the names of the duly nominated candidates for the Board of Directors of the Brazoria County Appraisal District has been received from the Chief Appraiser of the Brazoria County Appraisal District; and

WHEREAS, the City Council may cast all of its votes for one candidate or distribute the votes among any number of candidates; and

WHEREAS, the City Council of the City of Alvin, Texas, must provide official notification to the Brazoria County Appraisal District of both the distribution of its votes and the total number of votes cast.

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

Section 1. That the City Council hereby casts a total of 78 votes to be allocated as follows:

Nominations/Candidates	Vote(s) Cast
1. Kristin Bulanek	1.
2. Eric Hayes	2.
3. Wayman Hutchings	3.
4. Glen Jones	4.
5. Tommy King	5.
6. Arnetta Murray	6.
7. Marinell Music	7.
8. Patrick O'Day	8.
9. Gail Robinson	9.
10. George Sanders	10.
11. Susan Spoor	11.

Section 2. That the official Ballot of the Brazoria County Appraisal District Board of Directors Election 2024-2025, a copy of which is attached as Exhibit "A," shall be completed in accordance with the action taken by the City Council.

Section 3. That the Official Ballot shall be returned to the Brazoria County Appraisal District before December 15, 2024.

PASSED AND APPROVED on this the 7th day of November 2024.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

BRAZORIA COUNTY APPRAISAL DISTRICT

Rec'd 10/23/24

MEMBERS OF THE BOARD

Kristin Bulanek
Elizabeth Day
Tommy King
John Luquette
Patrick O'Day
Gail Robinson
George Sandars
Susan Spoor
Robert York-Westbrook

CHIEF APPRAISER
Marcel Pierel III
500 N. Chenango
Angleton, Texas 77515
979-849-7792
Fax 979-849-7984

October 21, 2024

Honorable Gabe Adame
Mayor of Alvin
216 W. Sealy
Alvin, TX 77511

Dear Honorable Gabe Adame,

Thirty-four voting taxing units were entitled to submit by written resolution, nominations to appoint five-members to the board of directors of the Brazoria County Appraisal District for the year 2025. **Attached is the official ballot with the nominations we received.**

CITY OF ALVIN IS ENTITLED TO CAST **78** VOTE(S).

Each voting unit must vote by **Written Resolution** and submit it to the chief appraiser before **December 15, 2024**. The governing body of the taxing unit may cast all its votes for one candidate or distribute the votes among any number of candidates. When you add the column of your votes, your total should not be greater than your allotted number.

A voting unit must cast its votes for a person, or persons nominated and named on the ballot. There is no provision for write-in candidates. The chief appraiser may not count votes cast for someone not listed on the official ballot.

Please complete the ballot and return to Marcel Pierel III, Chief Appraiser, by mail to 500 North Chenango, Angleton, Texas 77515, email mpierel@brazoriacad.org or fax to 979-849-7984 **along with a Written Resolution before December 15, 2024.** If you have any questions about the format of your resolution or any other matter, give me a call immediately.

It is important that you return your **Ballot and Resolution** to the chief appraiser before **December 15, 2024**, so that we may count the votes, declare the winners, and notify all taxing units and candidates of the results.

Sincerely,



Marcel Pierel III
Chief Appraiser

MP/td
Enclosure

**BRAZORIA COUNTY APPRAISAL DISTRICT
BOARD OF DIRECTORS ELECTION 2024**

OFFICIAL BALLOT

<u>NOMINATIONS/CANDIDATES</u>	<u>VOTE(S) CAST</u>
1. <u>Kristin Bulanek</u>	1. <u></u>
2. <u>Eric Hayes</u>	2. <u></u>
3. <u>Wayman Hutchings</u>	3. <u></u>
4. <u>Glen Jones</u>	4. <u></u>
5. <u>Tommy King</u>	5. <u></u>
6. <u>Arnetta Murray</u>	6. <u></u>
7. <u>Marinell Music</u>	7. <u></u>
8. <u>Patrick O'Day</u>	8. <u></u>
9. <u>Gail Robinson</u>	9. <u></u>
10. <u>George Sandars</u>	10. <u></u>
11. <u>Susan Spoor</u>	11. <u></u>

PLEASE ATTACH YOUR RESOLUTION TO THIS FORM

SUBMITTED BY: _____

VOTES ENTITLED TO: _____

VOTES CAST: _____

To: Alvin City Council
From: Tommy King
Re: Biography relating to BCAD Service
Date: November 5, 2024

General

- Alvin resident since July 1976.
- Masters Degree in Economics from Baylor University
- Bachelors Degree in Economic, Finance and Accounting
- Deputy Superintendent for Business and Support Services Alvin ISD from 1988 to 2014

BCAD Board

- The Board's primary responsibilities is to hire and oversee the performance of the Chief Appraiser, provide oversight and approval of District's budget, and establish and maintain BCAD procedures in accordance with current Texas State Law.
- I have served on the BACD Board since I retired in 2014. I have served as Chairperson for the Board for the last four years, during that time, we have had a long-term Chief Appraiser retire. The Board was able to successfully accomplish one of its most difficult tasks of hiring a new executive officer in Marcel Pierel.