BRAZORIA COUNTY COMMISSIONERS COURT

MINUTES

BE IT REMEMBERED THAT ON JANUARY 27, 2026, THERE WAS BEGUN AND HOLDEN A SPECIAL SESSION OF COMMISSIONERS COURT.

A. CALL TO ORDER

This meeting was called to order at 9:00 AM.

B. ROLL CALL

Present:	Judge L.M. "Matt" Sebesta Jr. Commissioner Jay Burridge Commissioner Ryan Cade Commissioner Stacy L. Adams Commissioner David R. Linder County Clerk Joyce Hudman

C. INVOCATION & PLEDGE OF ALLEGIANCE BY COMMISSIONER BURRIDGE

D. APPROVAL OF MINUTES

D.1. Commissioners Court Regular Session - January 13, 2026 9:00 AM

RESULT:	APPROVED
MOVER:	David R. Linder
SECONDER:	Ryan Cade
AYES:	Judge Sebesta Jr., Commissioner Burridge, Commissioner Cade, Commissioner Adams, and Commissioner Linder

E. PUBLIC APPEARANCES

To accommodate all members of the public and ensure full public input, members of the public may address the Court concerning any item before the Court prior to the Court's consideration of the item and/or any other matter of concern. Pursuant to Commissioners Court Order 7.C.1, dated January 28, 2020, a member of the public may address the Court for a total period of time not to exceed five (5) minutes. A member of the public who addresses the Court through a translator may address the Court for a total period of time not to exceed ten (10) minutes. If a member of the public inquires about a subject for which there is not an item on the meeting agenda or for which notice has not been given pursuant to Texas Government Code chapter 551, the Court may furnish specific factual information or recite existing policy in response to the inquiry. However, any deliberation or decision about the subject of the inquiry must be limited to a proposal to place such subject on the agenda for a subsequent meeting.

F. PROCLAMATIONS/RESOLUTIONS - NONE

G. FORMAL REPORTS AND APPEARANCES - NONE

H. CONSENT

RESULT:	PASSED THE CONSENT AGENDA
MOVER:	Ryan Cade
SECONDER:	Stacy L. Adams
AYES:	Judge Sebesta Jr., Commissioner Burridge, Commissioner Cade, Commissioner Adams, and Commissioner Linder

Commissioner Precinct 4

H.1. Proclamation - E. Viola & Son Funeral Home

Constable Precinct 2

H.2. 2025 Racial Profiling Report

County Clerk

H.3. Deputations in the County Clerk's Office

H.4. Consolidation of Election Precincts for Vote Centers

H.5. Out of State Travel

District Attorney

H.6. Deliberation of Business and Financial Issues Regarding Water Utility Contract

H.7. Resolution and Application for VOCA Grant Fund for FY 2026-2027 Previously Titled VX

Resolution was incorrect on first action. Judge Sebesta read corrected Resolution after closed session and new action was taken.

RESULT:	PASSED
MOVER:	Jay Burridge
SECONDER:	Ryan Cade
AYES:	Judge Sebesta Jr., Commissioner Burridge, Commissioner Cade, and Commissioner Adams

District Clerk

H.8. Out of State Travel

Justice of the Peace 4,1

H.9. Out of State Travel

Tax Assessor - Collector

H.10. Monthly Collections Report for December 2025

Airport

H.11. Out of State Travel

Auditor

H.12. Payment of Bills

H.13. FY 2026: Additional Funds

H.14. Purchase Items for Courthouse Security

H.15. FY 2026: Line Item Transfers

H.16. Resolution - Office of the Governor, Public Safety Office Grant Applications

H.17. Auditor's Monthly Report - November 2025

H.18. FY 2026: Line Item Transfers

H.19. Auditor's Monthly Report - December 2025

CDBG/HUD/Welfare Department

H.20. Monthly Welfare Reports

H.21. Brazoria County Housing Authority (Section 8) Administrative Plan

H.22. Customer Service Agreement - Nothing Further Certificate with Fidelity National Title

H.23. Monthly Section 8 Reports

Emergency Management

H.24. Brazoria County Emergency Management Plan - Annex S Legal

Engineer

H.25. Interlocal Agreement with the City of Pearland No. IS26-0002

H.26. Projects Under Blanket Interlocal Agreements for Direct Assistance to Cities and Towns

Environmental Health

H.27. Issuance of OSSF Permit within Brazoria County Freshwater Supply District No.1 (BCFWSD #1) Boundaries - Precinct 4

Human Resource

H.28. Appointment to Brazoria County Children's Protective Services Board

H.29. Appointment to Brazoria County Children's Protective Services Board

H.30. Appointment to Brazoria County Children's Protective Services Board

H.31. Overtime Report

Information Systems

H.32. State and Local Cyber Security Grant Program Resolution

Juvenile Justice

H.33. Juvenile Justice Youth Diversion Grant Program FY 2027 Resolution

Library

H.34. Brazoria County Connectivity Program for Education Terms

H.35. Brazoria County Library Advisory Board Member Appointments

Parks

H.36. New Pavilion Rental Rates

H.37. Parks Board Appointments

H.38. Dude Payne Event Center Rental Terms

Purchasing Department

H.39. Amend Court Order I.10 Dated 12/9/2025 Award RFSQ #25-59 Qualifications for a Contractor Pool for Residential Home Elevations and or Reconstruction

H.40. Sell Surplus Vehicles and Equipment

H.41. Transfer of Equipment

H.42. Change Order No. 3 for ITB #21-73 Gas and Diesel

H.43. Donation of Surplus Furniture and Miscellaneous Items

H.44. Amend Court Order I.7. Dated March 11, 2025 Advertise Request for Proposals for Employee Health Benefits

H.45. Change Order No. 2 RFSQ #24-36 Master Plan for the Sheriff's Office

Toll Road Authority

H.46. Treasurer's Monthly Cash and Investment Report for Toll Road Funds for October 2025

I. DISCUSSION

County Judge

I.1. Ratification of Defeasance Documents

RESULT:	APPROVED
MOVER:	Jay Burridge
SECONDER:	Ryan Cade
AYES:	Judge Sebesta Jr., Commissioner Burridge, Commissioner Cade, Commissioner Adams, and Commissioner Linder

Constable Precinct 1

I.2. Acceptance of Donation from Olin Corporation

RESULT:	APPROVED
MOVER:	David R. Linder
SECONDER:	Jay Burridge
AYES:	Judge Sebesta Jr., Commissioner Burridge, Commissioner Cade, Commissioner Adams, and Commissioner Linder

County Clerk

I.3. Nominating Grievance Committee

RESULT:	APPROVED
MOVER:	Stacy L. Adams
SECONDER:	Ryan Cade
AYES:	Judge Sebesta Jr., Commissioner Burridge, Commissioner Cade, Commissioner Adams, and Commissioner Linder

Treasurer

I.4. Treasurer’s Monthly Cash an Investment Report for October 2025

RESULT:	APPROVED
MOVER:	David R. Linder
SECONDER:	Jay Burridge
AYES:	Judge Sebesta Jr., Commissioner Burridge, Commissioner Cade, Commissioner Adams, and Commissioner Linder

Engineer

I.5. Interlocal Agreement (ILA) for Debris Removal Along Oyster Creek and Bastrop Bayou

RESULT:	APPROVED
MOVER:	Jay Burridge
SECONDER:	David R. Linder
AYES:	Judge Sebesta Jr., Commissioner Burridge, Commissioner Cade, Commissioner Adams, and Commissioner Linder

I.6. Professional Survey Services for Future Dredging to Open the Mouth of the San Bernard River

RESULT:	APPROVED
MOVER:	Jay Burridge
SECONDER:	David R. Linder
AYES:	Judge Sebesta Jr., Commissioner Burridge, Commissioner Cade, Commissioner Adams, and Commissioner Linder

Fire Marshal

I.7. Prohibition of Outdoor Burning

RESULT:	PULLED FROM AGENDA

Human Resource

I.8. Rehire Rate of Pay - Bailiff

RESULT:	APPROVED
MOVER:	David R. Linder
SECONDER:	Jay Burridge
AYES:	Judge Sebesta Jr., Commissioner Burridge, Commissioner Cade, Commissioner Adams, and Commissioner Linder

I.9. Restate and Amend Policy on Work Schedule and Workweek - 86 Hour Rule

RESULT:	APPROVED
MOVER:	Jay Burridge
SECONDER:	Ryan Cade
AYES:	Judge Sebesta Jr., Commissioner Burridge, Commissioner Cade, Commissioner Adams, and Commissioner Linder

Parks

I.10. Accept Donation by the Freeport LNGives Program

RESULT:	APPROVED

MOVER:	Jay Burridge
SECONDER:	David R. Linder
AYES:	Judge Sebesta Jr., Commissioner Burridge, Commissioner Cade, Commissioner Adams, and Commissioner Linder

Purchasing Department

I.11. Advertise Competitive Sealed Proposals for CR 179 Bridge Repair

RESULT:	APPROVED
MOVER:	Stacy L. Adams
SECONDER:	Jay Burridge
AYES:	Judge Sebesta Jr., Commissioner Burridge, Commissioner Cade, Commissioner Adams, and Commissioner Linder

Page Break

I.12. Solicit Statement of Qualifications for Engineering Services for Facilities Repair at the Sheriff's Office

RESULT:	APPROVED
MOVER:	Jay Burridge
SECONDER:	Ryan Cade
AYES:	Judge Sebesta Jr., Commissioner Burridge, Commissioner Cade, Commissioner Adams, and Commissioner Linder

I.13. Solicit Statement of Qualifications for Design Services for the Parks Headquarters Outdoor Target Range

RESULT:	APPROVED
MOVER:	David R. Linder
SECONDER:	Jay Burridge
AYES:	Judge Sebesta Jr., Commissioner Burridge, Commissioner Cade, Commissioner Adams, and Commissioner Linder

Department Heads

Bryan Frazier- Director of Parks
Bo Stallman- Brazoria County Sheriff
David Linder - Commissioner Pct 4
Jay Burridge - Commissioner Pct 1
Ryan Cade - Commissioner Pct 2

J. CLOSED MEETING

The Commissioners Court will conduct a closed meeting under the following section or sections of V.T.C.A. Government Code, Chapter 551, subchapter D.; (After which the Court will reconvene in open session and may take any action deemed necessary based on discussion in closed meeting).

At 9:56 a.m. Commissioners Court entered into Closed Session.
At 12:40 p.m. Commissioners Court was again in open session with all members present except Commissioner Linder and the following orders were had:

Texas Govt Code 551.071

Consultation with attorney in respect to pending or contemplated litigation, settlement offers, and matters where duty of public body's counsel to client, pursuant to code of professional responsibility of the State Bar of Texas, clearly conflicts with this chapter.

J.1. Additional District Attorney Staff

RESULT:	APPROVED
MOVER:	Stacy L. Adams
SECONDER:	Jay Burridge
AYES:	Judge Sebesta Jr., Commissioner Burridge, Commissioner Cade, and Commissioner Adams

J.2. ORDER REQUESTING AUTHORIZATION TO FILE SUIT

RESULT:	APPROVED
MOVER:	Stacy L. Adams
SECONDER:	Ryan Cade
AYES:	Judge Sebesta Jr., Commissioner Burridge, Commissioner Cade, and Commissioner Adams

J.3. Pending Litigation - Cullen RV Resort, LLC

No action taken at this time

Texas Govt Code 551.072

Deliberation concerning the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person

J.4. Discuss Lease of Airport Property

No action taken at this time

J.5. Deliberate the Value of County Property Damaged During Hurricane Beryl

No action taken at this time

Texas Govt Code 551.0725

The commissioners court of a county may conduct a closed meeting to deliberate business and financial issues relating to a contract being negotiated if, before conducting the closed meeting:
(1) the commissioners court votes unanimously that deliberation in an open meeting would have a detrimental effect on the position of the commissioners court in negotiations with a third person; and
(2) the attorney advising the commissioners court issues a written determination that deliberation in an open meeting would have a detrimental effect on the position of the commissioners court in negotiations with a third person.

J.6. Deliberate Business and Financial Issues Related to Water Utility Contract

No action taken at this time

Texas Govt Code 551.087

Discussion or deliberation regarding Economic Development Negotiations

J.7. Discussion of Tax Abatement

No action taken at this time

K. ANNOUNCEMENTS

L. WORKSHOP - NONE

M. ADJOURN

As no further matters were to be had, Commissioners Court adjourned this Special Session at 12:45 PM.

JOYCE HUDMAN, COUNTY CLERK
BRAZORIA COUNTY
EX-OFFICIO MEMBER COMMISSIONERS COURT
Joyce Hudman

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. D.1. **1/27/2026**

Commissioners Court Regular Session - January 13, 2026 9:00 AM

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.1. **1/27/2026**

Proclamation - E. Viola & Son Funeral Home

Approve the Proclamation honoring E. Viola and Son Funeral Home.

PROCLAMATION

WHEREAS, E. Viola & Son Funeral Home, established in 1936 by Emile Viola, faithfully served the West Columbia community and Brazoria County for eighty-nine (89) years, providing compassionate care and dignified services to families during their most difficult times; and

WHEREAS, Emile Viola, a skilled carpenter and blacksmith, built the funeral home himself and laid the foundation for a multigenerational family business rooted in service, integrity, and community trust; and

WHEREAS, the funeral home was later owned and operated by Traversia and Kathryn Viola, and subsequently by their daughter, Marilyn Vern Smith, who became the final owner and manager who carried forward the family legacy following the passing of her relatives; and

WHEREAS, the decision to close the funeral home in April 2025 was made with great difficulty due to staffing challenges and changing circumstances, marking the end of an era for a business deeply woven into the fabric of the community; and

WHEREAS, E. Viola & Son Funeral Home was widely respected for its professionalism, altruism and meticulous record-keeping. Its historic records have been entrusted to the Varner-Hogg Plantation State Historical Site to preserve local history for future generations; and

WHEREAS, the Viola family was recognized as civic leaders actively involved in local organizations and honored for their service to the community. They leave a legacy of compassion, leadership and dedication that continues to be remembered and celebrated.

NOW, THEREFORE, BE IT PROCLAIMED, that the Commissioners Court of Brazoria County, Texas, hereby honors and recognizes

E. VIOLA & SON FUNERAL HOME
AND THE VIOLA FAMILY

for their eighty-nine years of devoted service to Brazoria County, and we expresses our sincere appreciation for their lasting contributions to the lives, history, and well-being of the community.

APPROVED this 27th day of January, 2026.

_____

Brazoria County Judge

L. M. "Matt" Sebesta, Jr.

_____

Commissioner, Precinct 1

Jay Burridge

_____

Commissioner, Precinct 2

Ryan Cade

_____

Commissioner, Precinct 3

Stacy L. Adams

_____

Commissioner, Precinct 4

David Linder

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APPROVED this 27th day of January, 2026.

Brazoria County Judge

L. M. "Matt" Sebesta, Jr.

Commissioner, Precinct 1

Jay Burridge

Commissioner, Precinct 2

Ryan Cade

Commissioner, Precinct 3

Stacy L. Adams

STATE OF TEXAS
COUNTY OF BRAZORIA

Commissioner, Precinct 4

David Linder

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.2. **1/27/2026**

2025 Racial Profiling Report

Accept the Racial Profiling Report from Constable Precinct 2 for the year ending December 31, 2025 as submitted in accordance with the Texas Racial Profiling Law to the Commissioners Court.

Racial Profiling Report | Full Report

Agency Name: CONSTABLE PCT 2

Reporting Date: 01/05/2026

TCOLE Agency Number:

Chief Administrator: CONSTABLE WILLIAM HOWELL III

Agency Contact Information: DIAL KING Email: DKING@BRAZORIACOUNTYTX.GOV

Phone: (281) 756-2491

Mailing Address: 7313 CORPORATE DR, SUITE 117 , MANVEL, TX 77578

This Agency filed a full report

CONSTABLE PCT 2 has adopted a detailed written policy on racial profiling. Our policy:

1) clearly defines acts constituting racial profiling;

2) strictly prohibits peace officers employed by the CONSTABLE PCT 2 from engaging in racial profiling;

3) implements a process by which an individual may file a complaint with the CONSTABLE PCT 2 if the individual believes that a peace officer employed by the CONSTABLE PCT 2 has engaged in racial profiling with respect to the individual;

4) provides public education relating to the agency's complaint process;

5) requires appropriate corrective action to be taken against a peace officer employed by the CONSTABLE PCT 2 who, after an investigation, is shown to have engaged in racial profiling in violation of the CONSTABLE PCT 2 policy;

6) requires collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
   a. the race or ethnicity of the individual detained;
   b. whether a search was conducted and, if so, whether the individual detained consented to the search;
   c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;

d. whether the peace officer used physical force that resulted in bodily injury during the stop;
e. the location of the stop;
f. the reason for the stop.

7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
   a. the Commission on Law Enforcement; and
   b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The CONSTABLE PCT 2 has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: THOMAS, TABITHA

Chief Administrator

CONSTABLE WILLIAM HOWELL III

Date: 01/05/2026

01. Total Traffic Stops		1,081		
02. Location of Stop				
a.	City Street	108	9.99%	
b.	US Highway	1	0.09%	
c.	Country Road	776	71.79%	
d.	State Highway	179	16.56%	
e.	Private Property or Other	17	1.57%	
03. Was Race known prior to Stop				
a.	NO	1074	99.35%	
b.	YES	7	0.65%	
04. Race or Ethnicity				
a.	Alaska/ Native American/ Indian	1	0.09%	
b.	Asian/ Pacific Islander	48	4.44%	
c.	Black	225	20.81%	
d.	White	674	62.35%	
e.	Hispanic/ Latino	133	12.30%	
05. Gender				
a.	Female	379	35.06%	
	i. Alaska/ Native American/ Indian		1	0.26%
	ii. Asian/ Pacific Islander		17	4.49%
	iii. Black		77	20.32%
	iv. White		250	65.96%
	v. Hispanic/ Latino		34	8.97%
b.	Male	702	64.94%	
	i. Alaska/ Native American/ Indian		0	
	ii. Asian/ Pacific Islander		31	4.42%
	iii. Black		148	21.08%
	iv. White		424	60.40%
	v. Hispanic/ Latino		99	14.10%

06.	**Reason for Stop**			
a.	Violation of Law	2	0.19%	
	i. Alaska/ Native American/ Indian		0	
	ii. Asian/ Pacific Islander		0	
	iii. Black		0	
	iv. White		1	50.00%
	v. Hispanic/ Latino		1	50.00%
b.	Pre-Existing Knowledge	1	0.09%	
	i. Alaska/ Native American/ Indian		0	
	ii. Asian/ Pacific Islander		0	
	iii. Black		0	
	iv. White		1	100.00%
	v. Hispanic/ Latino		0	
c.	Moving Traffic Violation	812	75.12%	
	i. Alaska/ Native American/ Indian		0	
	ii. Asian/ Pacific Islander		38	4.68%
	iii. Black		154	18.97%
	iv. White		528	65.02%
	v. Hispanic/ Latino		92	11.33%
d.	Vehicle Traffic Violation	266	24.61%	
	i. Alaska/ Native American/ Indian		1	0.38%
	ii. Asian/ Pacific Islander		10	3.76%
	iii. Black		71	26.69%
	iv. White		144	54.14%
	v. Hispanic/ Latino		40	15.04%

07.	**Was a Search Conducted**			
a.	NO	1061	98.15%	
	i. Alaska/ Native American/ Indian		1	0.09%
	ii. Asian/ Pacific Islander		48	4.52%
	iii. Black		215	20.26%
	iv. White		666	62.77%
	v. Hispanic/ Latino		131	12.35%
b.	YES	20	1.85%	
	i. Alaska/ Native American/ Indian		0	
	ii. Asian/ Pacific Islander		0	
	iii. Black		10	50.00%
	iv. White		8	40.00%
	v. Hispanic/ Latino		2	10.00%

08.	**Reason for Search**			
a.	Consent	4	0.37%	
	i. Alaska/ Native American/ Indian		0	
	ii. Asian/ Pacific Islander		0	
	iii. Black		2	50.00%
	iv. White		1	25.00%
	v. Hispanic/ Latino		1	25.00%
b.	Contraband in Plain View	0		
	i. Alaska/ Native American/ Indian		0	
	ii. Asian/ Pacific Islander		0	
	iii. Black		0	
	iv. White		0	
	v. Hispanic/ Latino		0	
c.	Probable Cause	14	1.30%	
	i. Alaska/ Native American/ Indian		0	
	ii. Asian/ Pacific Islander		0	
	iii. Black		7	50.00%
	iv. White		7	50.00%
	v. Hispanic/ Latino		0	
d.	Inventory	1	0.09%	
	i. Alaska/ Native American/ Indian		0	
	ii. Asian/ Pacific Islander		0	
	iii. Black		1	100.00%
	iv. White		0	
	v. Hispanic/ Latino		0	
e.	Incident to Arrest	1	0.09%	
	i. Alaska/ Native American/ Indian		0	
	ii. Asian/ Pacific Islander		0	
	iii. Black		0	
	iv. White		0	
	v. Hispanic/ Latino		1	100.00%

09. Was Contraband Discovered			
a. YES	20	1.85%	
i. Alaska/ Native American/ Indian		0	
Finding resulted in arrest - YES		0	
Finding resulted in arrest - NO		0	
ii. Asian/ Pacific Islander		0	
Finding resulted in arrest - YES		0	
Finding resulted in arrest - NO		0	
iii. Black		10	50.00%
Finding resulted in arrest - YES		3	
Finding resulted in arrest - NO		7	
iv. White		8	40.00%
Finding resulted in arrest - YES		1	
Finding resulted in arrest - NO		7	
v. Hispanic/ Latino		2	10.00%
Finding resulted in arrest - YES		0	
Finding resulted in arrest - NO		2	
b. NO	0		
i. Alaska/ Native American/ Indian		0	
ii. Asian/ Pacific Islander		0	
iii. Black		0	
iv. White		0	
v. Hispanic/ Latino		0	

10. Description of Contraband

a.	Drugs	10	0.93%	
	i. Alaska/ Native American/ Indian		0	
	ii. Asian/ Pacific Islander		0	
	iii. Black		4	40.00%
	iv. White		5	50.00%
	v. Hispanic/ Latino		1	10.00%
b.	Currency	0		
	i. Alaska/ Native American/ Indian		0	
	ii. Asian/ Pacific Islander		0	
	iii. Black		0	
	iv. White		0	
	v. Hispanic/ Latino		0	
c.	Weapons	0		
	i. Alaska/ Native American/ Indian		0	
	ii. Asian/ Pacific Islander		0	
	iii. Black		0	
	iv. White		0	
	v. Hispanic/ Latino		0	
d.	Alcohol	1	0.09%	
	i. Alaska/ Native American/ Indian		0	
	ii. Asian/ Pacific Islander		0	
	iii. Black		1	100.00%
	iv. White		0	
	v. Hispanic/ Latino		0	
e.	Stolen Property	0		
	i. Alaska/ Native American/ Indian		0	
	ii. Asian/ Pacific Islander		0	
	iii. Black		0	
	iv. White		0	
	v. Hispanic/ Latino		0	
f.	Other	9	0.83%	
	i. Alaska/ Native American/ Indian		0	
	ii. Asian/ Pacific Islander		0	
	iii. Black		5	55.56%
	iv. White		3	33.33%
	v. Hispanic/ Latino		1	11.11%

11. Result of Stop

a.	Verbal Warning	28	2.59%	
	i. Alaska/ Native American/ Indian		0	
	ii. Asian/ Pacific Islander		0	
	iii. Black		3	10.71%
	iv. White		19	67.86%
	v. Hispanic/ Latino		6	21.43%
b.	Written Warning	777	71.88%	
	i. Alaska/ Native American/ Indian		1	0.13%
	ii. Asian/ Pacific Islander		30	3.86%
	iii. Black		162	20.85%
	iv. White		512	65.89%
	v. Hispanic/ Latino		72	9.27%
c.	Citation	265	24.51%	
	i. Alaska/ Native American/ Indian		0	
	ii. Asian/ Pacific Islander		18	6.79%
	iii. Black		52	19.62%
	iv. White		141	53.21%
	v. Hispanic/ Latino		54	20.38%
d.	Written Warning and Arrest	5	0.46%	
	i. Alaska/ Native American/ Indian		0	
	ii. Asian/ Pacific Islander		0	
	iii. Black		3	60.00%
	iv. White		2	40.00%
	v. Hispanic/ Latino		0	
e.	Citation and Arrest	3	0.28%	
	i. Alaska/ Native American/ Indian		0	
	ii. Asian/ Pacific Islander		0	
	iii. Black		2	66.67%
	iv. White		0	
	v. Hispanic/ Latino		1	33.33%
f.	Arrest	3	0.28%	
	i. Alaska/ Native American/ Indian		0	
	ii. Asian/ Pacific Islander		0	
	iii. Black		3	100.00%
	iv. White		0	
	v. Hispanic/ Latino		0	

12.	**Arrest Based On**			
a.	Violation of Penal Code	5	0.46%	
	i. Alaska/ Native American/ Indian		0	
	ii. Asian/ Pacific Islander		0	
	iii. Black		4	80.00%
	iv. White		1	20.00%
	v. Hispanic/ Latino		0	
b.	Violation of Traffic Law	0		
	i. Alaska/ Native American/ Indian		0	
	ii. Asian/ Pacific Islander		0	
	iii. Black		0	
	iv. White		0	
	v. Hispanic/ Latino		0	
c.	Violation of City Ordinance	0		
	i. Alaska/ Native American/ Indian		0	
	ii. Asian/ Pacific Islander		0	
	iii. Black		0	
	iv. White		0	
	v. Hispanic/ Latino		0	
d.	Outstanding Warrant	6	0.56%	
	i. Alaska/ Native American/ Indian		0	
	ii. Asian/ Pacific Islander		0	
	iii. Black		4	66.67%
	iv. White		1	16.67%
	v. Hispanic/ Latino		1	16.67%

13.	**Was Physical Force Used**			
a.	NO	1081	100.00%	
	i. Alaska/ Native American/ Indian		1	0.09%
	ii. Asian/ Pacific Islander		48	4.44%
	iii. Black		225	20.81%
	iv. White		674	62.35%
	v. Hispanic/ Latino		133	12.30%
b.	YES	0		
	i. Alaska/ Native American/ Indian		0	
	ii. Asian/ Pacific Islander		0	
	iii. Black		0	
	iv. White		0	
	v. Hispanic/ Latino		0	
13 b 1.	YES: Physical Force Resulting in Bodily Injury to Suspect		0	
13 b 2.	YES: Physical Force Resulting in Bodily Injury to Officer		0	
13 b 3.	YES: Physical Force Resulting in Bodily Injury to Both		0	

14. Total Number of Racial Profiling Complaints Received

REPORT DATE COMPILED	01/05/2026

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.3. **1/27/2026**

Deputations in the County Clerk's Office

Approve deputations for the following employees in the County Clerk's Office:

1. K. Cao
2. O. Martinez
3. J. Morrison
4. H. Vargas

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.4. **1/27/2026**

Consolidation of Election Precincts for Vote Centers

Approve consolidation of election precincts as recommended by the County Election Board for the Joint Primary Election to be held on March 3, 2026.

The County will have Vote Centers open in all of the consolidated precincts listed as per the attached.

Further, it is requested that a certified copy of this order be given to the custodian of the election records.

POLLING PLACE CONSOLIDATIONS-2026 JOINT PRIMARY ELECTION		
Home Pct #	Vote Center Polling Place	Consolidated Precincts
1	East Annex (Old Walmart), 1524 E Mulberry, Angleton	1, 42, 56
2	Precinct 4 Building #2, 121 N 10th St, West Columbia	2, 10, 49
4	Brazoria Library, 620 S Brooks, Brazoria	4, 32, 33
8	Oyster Creek City Hall, 3210 FM 523, Oyster Creek	8,
9	Bonney Annex Building, 19025 FM 521, Bonney	5, 9, 78
11	Redeemer Church, 18218 Hwy 6, Manvel	11, 13, 47, 62
12	Drainage District No. 4 Building, 4813 W Broadway, Pearland	12, 26, 28
14	Sweeny Community Center, 205 W Ashley Wilson Rd, Sweeny	14
15	Danbury Community Center, 6115 5th St, Danbury	6, 15, 57
17	Freeport Library, 410 Brazosport Blvd, Freeport	7, 17
19	Clute Event Center, 100 Parkview Dr, Clute	19, 48
20	Jones Creek Comm House, 7207 Stephen F Austin Rd, Jones Creek	20
23	Doris Williams Civic Center, 333 Hwy 332 East, Lake Jackson	22, 23, 38, 43, 45
29	West Pearland Community Center, 2150 Countryplace Pkwy, Pearland	27, 29, 54, 71
37	Pearland Recreation Center, 4141 Bailey Rd, Pearland	34, 36, 37
39	Alvin Library, 105 S Gordon, Alvin	3,16, 25, 35, 39,74, 77, 80, 81,82,83
40	Keith Traylor Criminal Justice Center, Manvel	40, 53, 64, 65
44	Silverlake Recreation Center, 2715 Southwyck Pkwy, Pearland	41, 44, 58, 60
46	Tom Reid Library, 3522 Liberty Dr, Pearland	18, 46, 51, 52, 61
50	West Pearland Library, 11801 Shadow Creek Pkwy, Pearland	50, 59, 66, 67, 69, 72
55	West Annex, 451 N Velasco, Angleton	30, 31, 55
70	Precinct 4 North Annex, 3633 County Road 58, Manvel	63, 68, 70
75	Richwood City Hall, 1800 N Brazosport Blvd, Richwood	24, 75
79	Iowa Colony Public Safety Building	21, 73, 76, 79, 84

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.5. **1/27/2026**

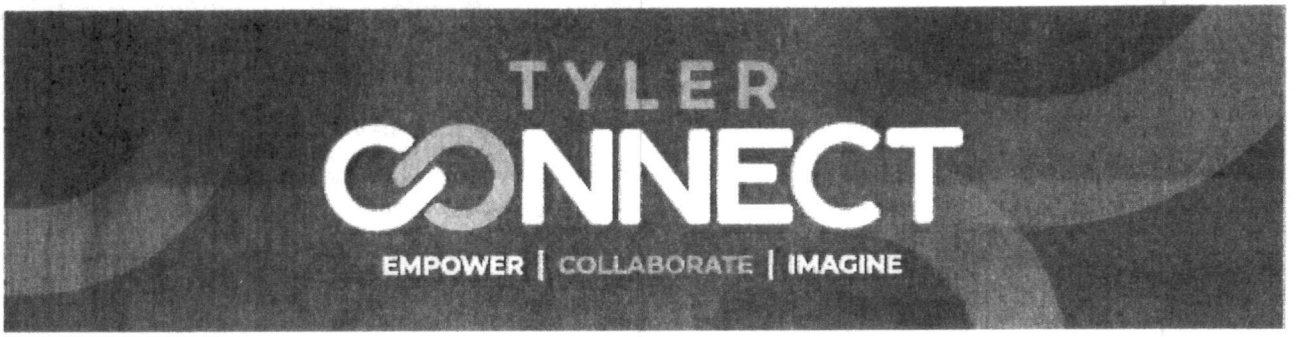
Out of State Travel

Approve out of state travel for the County Clerk, Chief Deputy Clerk, Civil Supervisor, and Juvenile Supervisor to attend the 2026 Tyler Connect Convention in Las Vegas, Nevada April 6, 2026 through April 10, 2026.

Further, all travel and class expenses will be paid from the Civil, Criminal, Probate Management Fee fund 38200.

Further, that a certified copy of this order be sent to the County Clerk.

Conference	Tyler Connect Conference 2026
Date	April 7 - 10, 2026
Who	County Clerk Chief Deputy Clerk Civil Supervisor Juvenile Supervisor
Registration	$1249.00 before March 14, 2026 After March 14 - $1499.00 through April 7
Flight	$450.00 round trip as of 1/12/2026
Hotel	$209 plus taxes and fees per night total of two rooms
Food	$324.00 per person
Shuttle	$100.00 two way ($50.00 each way)
Airport parking	$40.00 total stay
Total Cost	$9240.00 for four people to attend
Funds	All conference and related travel expenses will be paid from County Clerk Court Management Fee Account 38200. Above prices subject to change at time of using the services.

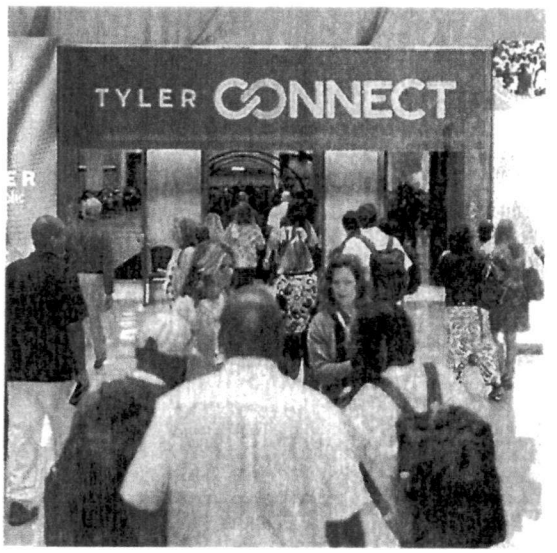


Take Advantage of Early Bird Pricing

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Join us at The Venetian [illegible] in Las Vegas from April 7-10, 2026, for product training, inspiring sessions, and networking with industry peers. Explore over 700 sessions in the Connect [illegible] catalog, including 250+ CPE-eligible options. Be part of the excitement and register today!

REGISTER TODAY



What Is Tyler Connect?

Tyler Connect is more than just a user conference; it's an experience. With over 700 sessions, attendees can tailor their journey to focus on specific Tyler products or key industry topics such as AI, modern cloud-based solutions, and resident engagement.

LEARN ABOUT TYLER CONNECT

Full Conference Agenda

All times are listed in Pacific time

Conference Schedule

Explore the agenda to plan your time and maximize your conference experience.

Tuesday, April 7

Registration & Hub Open
12:00 p.m.-6:30 p.m.
Workshop Sessions
12:30 p.m.-4:30 p.m.
Connect & Collaborate Welcome Reception
4:30 p.m.-6:30 p.m.

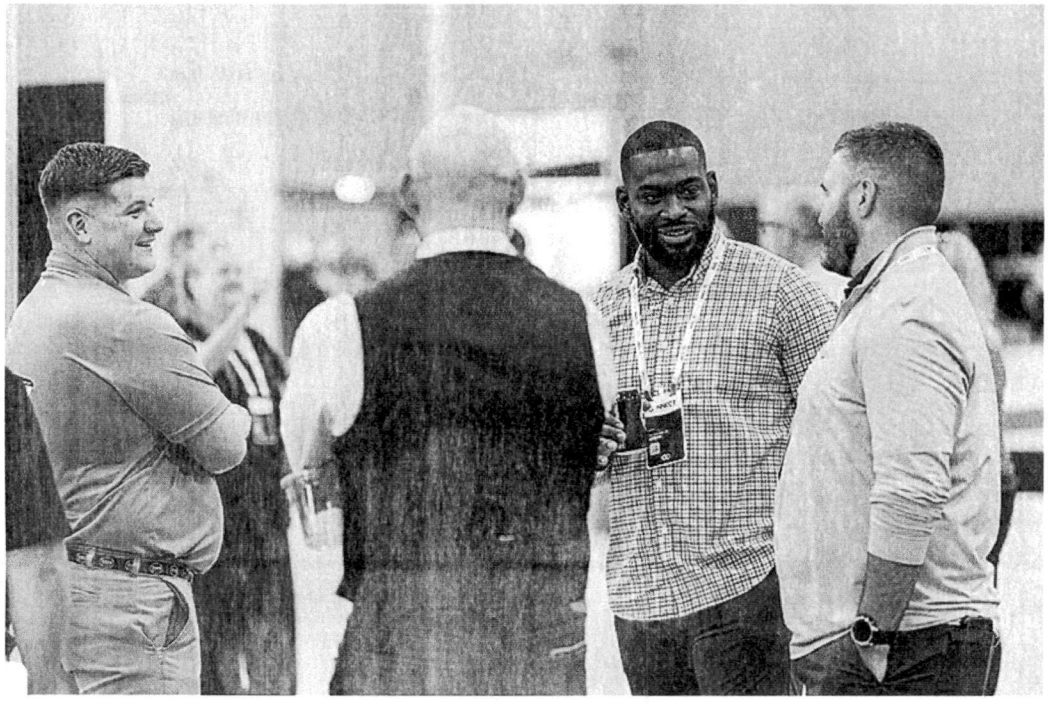
Wednesday, April 8

Thursday, April 9

Friday, April 10

New to Connect?

If you've never been to Tyler Connect — or if it's been a while — check out our **Connect 101 page** to learn more about our premier user conference. We've captured the collaborative energy of the event, but attending is believing! We hope to see you this year.



Full Conference Agenda

All times are listed in Pacific time

Conference Schedule

Explore the agenda to plan your time and maximize your conference experience.

Tuesday, April 7

Wednesday, April 8

Registration & Solutions Hub Open
7:30 a.m.-4:30 p.m.
Opening & Keynote
8:30 a.m.-9:45 a.m.
Break
9:45 a.m.-10:00 a.m.
Session 2
10:00 a.m.-11:00 a.m.
Break
11:00 a.m.-11:30 a.m.
Session 3
11:30 a.m.-12:30 p.m.
Lunch
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Session 5
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Client Happy Hour
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Thursday, April 9

Friday, April 10

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Session 9
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Break
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Closing Keynote
3:30 p.m.-4:30 p.m.

Friday, April 10

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Conference Schedule

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Tuesday, April 7

Wednesday, April 8

Thursday, April 9

Friday, April 10

Registration Open
8:00 a.m.-12:30 p.m.
Session 11
8:30 a.m.-9:30 a.m.
Break
9:30 a.m.-10:00 a.m.
Session 12
10:00 a.m.-11:00 a.m.
Break
11:00 a.m.-11:30 a.m.
Session 13
11:30 a.m.-12:30 p.m.

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Host Hotel

Explore our host hotel, The Venetian Resort Las Vegas.

3355 S Las Vegas Blvd, Las Vegas, NV 89109

Conference Rate: $209 plus applicable taxes and fees

Explore The Venetian Resort

The Venetian Resort Las Vegas is the only hotel with a conference rate and the preferred hotel of choice. However, if your organization prefers or requires a non-gaming hotel, view the non-gaming hotel options below.

Find a Non-Gaming Hotel

Ground Transportation To/From Airport

Taxi or Rideshare: The average taxi or rideshare app price between Harry Reid International Airport (LAS) and The Venetian Resort Las Vegas or surrounding hotels is $30-$50 each way, depending on the time of day. Plan 15 to 25 minutes for your ride.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.6. **1/27/2026**

Deliberation of Business and Financial Issues Regarding Water Utility Contract

The Court finds that deliberation of business and financial issues related to a contract for water utilities in an open meeting would have a detrimental effect on the position of the Commissioners Court.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.7. **1/27/2026**

Resolution and Application for VOCA Grant Fund for FY 2026-2027 Previously Titled VX

Approve the Application and supporting Resolution for the VOCA Grant, funds for FY 2026-2027 in the amount of $438,180.17 (this amount is for 1 year), with a county cash match not to exceed $109,545.04.

Further, the District Attorney is authorized to sign the Resolution and all related documents pertaining to this grant on behalf of Brazoria County.

Resolution was incorrect on first action. Judge Sebesta read corrected Resolution after closed session and new action was taken.

RESOLUTION

FOR VOCA VICTIMS OF CRIME ACT FUND GRANT YEAR 2026-2027

GRANT PROGRAM NUMBER 1353524

WHEREAS, The Brazoria County Commissioners Court finds it in the best interest of the citizens of Brazoria County, that the District Attorney's Office Crime Victims Assistance Program be operated for 2026-2027; and

WHEREAS, Brazoria County Commissioners Court will need to provide applicable matching funds for the said project for the 2026-2027 fiscal year as required by the VOCA Grant Application; and

WHEREAS, Brazoria County Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Brazoria County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, Brazoria County Commissioners Court designates Tom Selleck, Brazoria County's District Attorney, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED, that Brazoria County Commissioners Court approves submission of the grant application for the District Attorney's Office Crime Victims' Assistance Program to the office of the Governor, Criminal Justice Division.

Signed by: _____ _____
Tom Selleck Date
Brazoria County District Attorney

Grant Application Number 1353524

PASSED and APPROVED this the 27th day January, 2026.

_____
Brazoria County Judge
L. M. "Matt" Sebesta, Jr.

_____
Commissioner, Precinct 1
Jay Burridge

_____
Commissioner, Precinct 2
Ryan Cade

_____
Commissioner, Precinct 3
Stacy L. Adams

_____
Commissioner, Precinct 4
David Linder

STATE OF TEXAS
COUNTY OF BRAZORIA

RESOLUTION

FOR VOCA VICTIMS OF CRIME ACT FUND GRANT YEAR 2026-2027

GRANT PROGRAM NUMBER 1353524

WHEREAS, The Brazoria County Commissioners Court finds it in the best interest of the citizens of Brazoria County, that the District Attorney's Office Crime Victims Assistance Program be operated for 2026-2027; and

WHEREAS, Brazoria County Commissioners Court was not required to provide matching funds for fiscal years 2022-2024, that requirement has reinstated for fiscal year 2026-2027 for the VOCA Grant Application, therefore the Commissioners Court will need to provide a 20% cash match for 2026-2027; and

WHEREAS, Brazoria County Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Brazoria County Commissioners' Court assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, Brazoria County Commissioners Court designates Tom Selleck, Brazoria County's District Attorney, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, Brazoria County Commissioners Court designates Financial Officer, submission of the grant on behalf of the applicant agency. The financial official is given the power to submit financial and /or programmatic reports or alter a grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED, that Brazoria County Commissioners' Court approves submission of the grant application for the District Attorney's Office Crime Victims' Assistance Program to the office of the Governor, Criminal Justice Division.

Signed by: Tom Selleck 1-27-26

Tom Selleck — Date

Brazoria County District Attorney

Grant Application Number 1353524

PASSED and APPROVED this the 27th day January, 2026.

Brazoria County Judge

L. M. "Matt" Sebesta, Jr.

Commissioner, Precinct 1

Jay Burridge

Commissioner, Precinct 2

Ryan Cade

Commissioner, Precinct 3

Stacy L. Adams

Not Present

Commissioner, Precinct 4

David Linder

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.8. **1/27/2026**

Out of State Travel

Approve out of state travel for District Clerk's Office Chief Deputy, Civil Supervisor, and Criminal Supervisor to attend the 2026 Tyler Connect Conference in Las Vegas, Nevada April 6, 2026 through April 10, 2026.

Further, all travel and class expenses will be paid from the Records Management Fee Fund 38320.

Further, that a certified copy be sent to the District Clerk.

Conference	Tyler Connect Conference 2026
Date	April 7 - 10, 2026
Who	Chief Deputy Criminal Supervisor Civil Supervisor
Registration	$1249.00 before March 14, 2026 After March 14 - $1499.00 through April 7
Flight	$450.00 round trip as of 1/12/2026
Hotal	$209 plus taxes and fees per night total of two rooms
Food	$324.00 per person
Shuttle	$100.00 two way ($50.00 each way)
Airport parking	$40.00 total stay
Total Cost	$8075.00 for three people to attend
Funds	All conference and related travel expenses will be paid from District Clerk Records Management Fee Account 38320. Above prices subject to change at time of using the services.

Full Conference Agenda

All times are listed in Pacific time



Conference Schedule

Explore the agenda to plan your time and maximize your conference experience.

Tuesday, April 7

Registration & Hub Open
12:00 p.m.-6:30 p.m.
Workshop Sessions
12:30 p.m.-4:30 p.m.
Connect & Collaborate Welcome Reception
4:30 p.m.-6:30 p.m.

Conference Schedule

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> Tuesday, April 7

⌄ Wednesday, April 8

Registration & Solutions Hub Open
7:30 a.m.-4:30 p.m.
Opening & Keynote
8:30 a.m.-9:45 a.m.
Break
9:45 a.m.-10:00 a.m.
Session 2
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Client Happy Hour
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:onference Schedule

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> Tuesday, April 7

> Wednesday, April 8

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Registration & Solutions Hub Open
8:00 a.m.-4:30 p.m.
Session 6
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Break
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Closing Keynote
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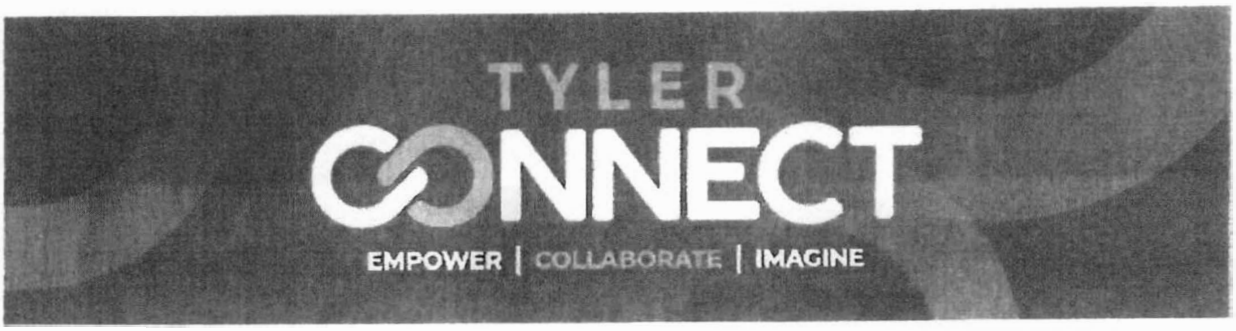
> Tuesday, April 7

> Wednesday, April 8

> Thursday, April 9

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Registration Open
8:00 a.m.-12:30 p.m.
Session 11
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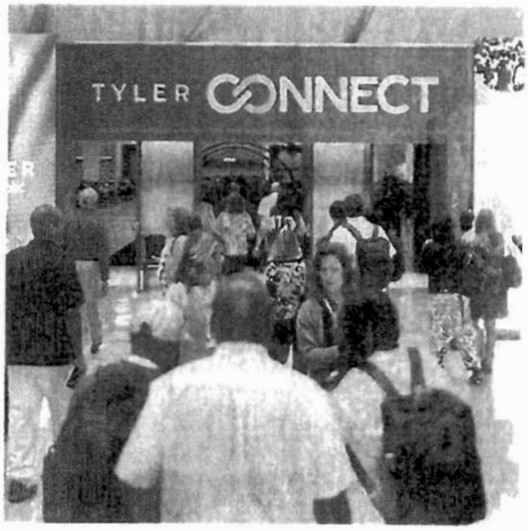


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LEARN ABOUT TYLER CONNECT



Host Hotel

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Conference Rate: $209 plus applicable taxes and fees

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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.9. **1/27/2026**

Out of State Travel

Justice of the Peace Precinct 4 Place 1 Judge Sarah Linder respectfully requests approval from Commissioners Court for out of state travel of the Chief Clerk to attend the 2026 Tyler Connect Conference in Las Vegas, Nevada for April 7, 2026 through April 10, 2026.

Further, all expenses will be paid from Justice of the Peace Precinct 4 Place 1 travel budget fund 561100.

SARAH LINDER
JUSTICE OF THE PEACE, PRECINCT 4, PLACE 1
BRAZORIA COUNTY, TEXAS

January 14, 2026

Judge Sarah Linder respectfully requests approval from Commissioners Court for out-of-state travel for the Chief Clerk for JP4-1 to attend the 2026 Tyler Connect Conference in Las Vegas, Nevada, scheduled for April 7 – 10, 2026.

Enclosed are the conference and travel details. All expenses will be paid from JP 4-1 Travel fee fund, 561100.

Tyler Connect Conference 2026 – Las Vegas, Nevada

Date of Conference Tuesday, April 7 – Friday, April 10, 2026

Attendee	Chief Clerk
Registration Cost	$1249.00 prior to March 5, 2026 $1499.00 as of March 6, 2026
Flight Cost	$450.00 (round trip) as of January 14, 2026
Hotel	$0.00, sharing a room with another office
Food	$324.00
Airport Transportation	$100.00 (to and from hotel from Las Vegas airport)
Total Cost	$2123.00

**Prices are subject to change due at the time of service



CONFERENCE INFO SESSIONS EXPERIENCES



0:53

Tyler Connect 2026

Empower | Collaborate | Imagine

Join us April 7-10, 2026, in Las Vegas, Nevada.

Our annual Tyler Connect user conference is essential to our mission of empowering the public sector to help create safer, stronger communities. Join us at Connect 2026 where you not only get to see our mission in action, but you get to be a part of it.

New to Connect? Visit our **Connect 101 information** page.

GENERAL INFO

When & Where

April 7-10, 2026
Las Vegas, Nevada
The Venetian Resort Las Vegas

Registration Fees

Early-Bird Registration
(ending March 5, 2026): $1,249

Standard Registration
(starting March 6-April 7, 2026): $1,499

See **Conference Info** for more information

Helpful Info

Code of Conduct
ROI Planning Document
FAQs

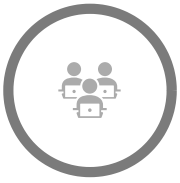
Connect 2025 at a Glance



790+
Sessions



6,800+
Attendees



330+
CPE Sessions

Countdown to Connect

82	10	15	11
DAYS	HOURS	MINUTES	SECONDS

Connect Questions
tyler.events@tylertech.com

Social Updates
#TylerConnect

Event Detail
April 7-10, 2026
Las Vegas, Nevada
Register

Full Conference Agenda

All times are listed in Pacific time

Conference Schedule

Explore the agenda to plan your time and maximize your conference experience.

Tuesday, April 7

Registration & Hub Open
12:00 p.m.-6:30 p.m.
Workshop Sessions
12:30 p.m.-4:30 p.m.
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4:30 p.m.-6:30 p.m.

Wednesday, April 8

Thursday, April 9

Friday, April 10

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Friday, April 10

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Closing Keynote
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Friday, April 10

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Friday, April 10

Registration Open
8:00 a.m.-12:30 p.m.
Session 11
8:30 a.m.-9:30 a.m.
Break
9:30 a.m.-10:00 a.m.
Session 12
10:00 a.m.-11:00 a.m.
Break
11:00 a.m.-11:30 a.m.
Session 13
11:30 a.m.-12:30 p.m.

New to Connect?

If you've never been to Tyler Connect — or if it's been a while — check out our **Connect 101 page** to learn more about our premier user conference. We've captured the collaborative energy of the event, but attending is believing! We hope to see you this year.

Transportation

Making your travel experience seamless



AIR



CAR



GROUND

Important Update for Flyers

Effective May 7, 2025, U.S. travelers must be **REAL ID** compliant or have a valid U.S. passport. If you are planning on flying, please **check and ensure you are compliant** or have a valid U.S. passport.

Airfare Discounts

Check back soon for special rates and codes.

Car Rental Discounts

Check back soon for special rates and codes.

Ground Transportation To/From Airport

Taxi or Rideshare: The average taxi or rideshare app price between Harry Reid International Airport (LAS) and The Venetian Resort Las Vegas or surrounding hotels is $30-$50 each way, depending on the time of day. Plan 15 to 25 minutes for your ride.

Plan Your Travel

Complete your travel plans and see what Las Vegas has in store!

Visit Las Vegas

New to Connect?

If you've never been to Tyler Connect — or if it's been a while — check out our **Connect 101 page** to learn more about our premier user conference. We've captured the collaborative energy of the event, but attending is believing! We hope to see you this year.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.10. **1/27/2026**

Monthly Collections Report for December 2025

Approve Tax Office Monthly Collections Report for December 2025.

Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

111 E. Locust
Angleton, Texas 77515

979.864.1838
FAX 979.864.1346

January 27, 2026

Members of the Commissioners' Court
237 E. Locust
Angleton, TX 77515

Members of Court:

I hereby certify the attached to be a true and correct copy of the collections of the Brazoria County Tax Office for the period of December 01, 2025 to December 31, 2025.

Sincerely,

Kristin R. Bulanek

Kristin R. Bulanek CIA, PCC
Tax Assessor-Collector
Brazoria County

Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

111 E. Locust
Angleton, Texas 77515

979.864.1838
FAX 979.864.1346

Tax Office Collections
Fiscal Year 2026
Monthly Report

Tax Collections for the period 12/01/2025 - 12/31/2025

	2025 Tax Roll	Prior Tax Yrs	Total	Current Collection Percentage
County	$51,151,521.99	$20,456.00	$51,171,977.99	42.83%
Special R&B	8,175,239.17	2,958.25	$8,178,197.42	42.75%
	$59,326,761.16	$23,414.25	$59,350,175.41	

Tax Receivables as of 12/31/2025

	2025 Tax Roll	Prior Tax Yrs	Total
County	$90,643,812.15	$2,965,153.09	$93,608,965.24
Special R&B	14,551,073.23	465,189.14	15,016,262.37
	$105,194,885.38	$3,430,342.23	$108,625,227.61

Special Assessments Receivables as of 12/31/2025

Special Assessment	Balance	Current Collection Percentage
Bonnie Lane	8,398.02	86.10%
Laura Lane	11,199.35	35.26%
Norris Road	3,973.48	94.08%
Rose Mary St.	20,505.36	65.38%
Pecan Estates	39,545.80	67.21%
Hampton Road	45,397.88	48.94%
Westwood	34,465.42	68.68%
Sally Lake	46,613.17	76.23%
Benefield	6,378.37	85.38%
Brazos Bend II	50,301.22	78.41%
Bailey Oakwood Creek	313,042.64	73.77%
Mustang	56,031.07	23.33%
CR 64 Ext	46,717.92	69.13%
Wink Wynn	19,494.68	61.75%
Vivian St.	24,001.45	59.64%
Lindell Estates	299,169.64	10.81%
Lindel Estates DFH	373,313.96	22.98%
Riverside	332,696.18	33.04%
Briar Meadow	153,304.31	51.17%
Twin Lakes	475,790.00	21.92%
Old Coffee Plantation	285,017.50	30.50%
Brazos Bend	4,638.09	92.64%
Brazos Oaks 1	21,532.58	76.51%
River Road	185,544.52	1.07%
Forrest Loop	256,204.08	25.00%
Brazos Oaks 2	13,760.25	81.79%
Sherwood Land	18,058.63	70.96%
Manvel	40,734.85	93.17%
Oakwood Creek	11,535.27	89.92%
	$3,197,365.69	

Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

111 E. Locust
Angleton, Texas 77515

979.864.1838
FAX 979.864.1346

Summary of County Revenues
Fiscal Year 2026
December-2025

Revenue Source	Revenue
Beer & Liquor License	165.00
Auto Registration-Split Level Commission	0.00
Certificate of Title	26,630.00
Auto Registration-County Fees	289,790.00
Specialty Plates	151.50
Postage & Handling Compensation	52,030.05
Auto Registration-Car License Fee	18,410.95
Vehicle Sales Tax	0.00
Current Tax Commissions	5,761.08
Tax Certificates	920.00
Hot Check Fees	990.00
Reimburse Postage/Telex	228.00
Boat Title/Registration Commissions	693.80
Boat Sales Tax Commissions	986.78
Scofflaw	0.00
Special Assessments:	
Bonnie Lane	0.00
Laura Lane	0.00
Norris Road	0.00
Rose Mary St.	0.00
Pecan Estates	0.00
Hampton Road	0.00
Westwood Road	0.00
Sally Lake	0.00
Benefield	0.00
Brazos Bend II	0.00
Bailey Oakwood Creek	7,892.15
Mustang	0.00
CR 64 Ext	0.00
Wink Wynn	0.00
Vivian St	0.00
Lindell Estates	1,599.66
Lindel Estates-DFH	0.00
Riverside	2,531.72
Briar Meadow	0.00
Twin Lakes	4,212.00
Old Coffee Plantation	0.00
Brazos Bend	0.00
Brazos Oaks	0.00
Forest Loop	0.00
Sherwood Land	0.00
Manvel	0.00
Oakwood Creek	0.00
River Road	0.00
	$412,992.69

Summary of County Figures not audited

Brazoria County Tax Office

YEAR-TO-DATE SUMMARY PART C

Tax Year = 2025 and Year End Date = 12/31/2025 and Month Range from 12/1/2025 to 12/31/2025 and Tax Units = {multiple} and Date Type = 1

1 - BRAZORIA COUNTY

CURRENT YEAR INFORMATION

Start Financial Year 10/01/2025 12

Start Value	Start Exemption	Start Taxable	Rate	Calc Start Levy	Actual Start Levy	Start Frozen Loss	Start + Frozen
89,247,009,871	29,895,654,216	59,351,355,655	0.262548	155,825,797.25	155,871,961.39	0.00	155,871,961.39

Adjusted Value	Adjusted Exemption	Adj Taxable	Rate	Calc Adj Levy	Actual Current Levy	Adj Frozen Loss	Act Levy + Act Frozen
90,802,054,148	30,420,884,818	60,381,169,330	0.262548	158,529,552.45	158,572,441.23	0.00	158,572,441.23

Start Value	Net Value Adj	Start Value + Net Value Adj	Actual Current Value	Other Loss
89,247,009,871	1,555,044,277	90,802,054,148	90,802,054,148	653.21

Start Exemption	Net Exmp Adj	Start Exemp + Net Exmp Adj	Actual Current Exemption
29,895,654,216	525,230,602	30,420,884,818	30,420,884,818

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE AS OF 12/31/2025	REFUNDS DUE	COL %
2025	155,871,961.39	(156,156.65)	2,700,479.84	51,151,521.99	67,928,629.08	90,643,812.15	(26,698.04)	42.83
2024	1,386,663.29	(68,702.05)	(132,850.02)	23,219.58	131,403.46	1,122,409.81	(76,847.89)	10.48
2023	633,083.50	(38,472.37)	(50,758.41)	(10,849.00)	1,835.79	580,489.30	(47,932.23)	0.31
2022	289,953.23	(3,066.64)	11,600.49	3,980.80	24,496.97	277,056.75	(7,021.38)	8.12
2021	174,141.23	875.24	671.91	1,273.71	7,969.77	166,843.37	(185.17)	4.55
2020	133,475.32	844.40	685.15	508.91	3,656.21	130,504.26	(182.95)	2.72
2019	121,839.21	0.00	0.00	373.04	3,061.96	118,777.25	0.00	2.51
2018	93,987.68	0.00	0.00	310.28	1,719.63	92,268.05	0.00	1.82
2017	89,415.51	0.00	0.00	178.84	1,475.23	87,940.28	0.00	1.64
2016	82,000.47	0.00	0.00	688.36	1,932.60	80,067.87	0.00	2.35
2015	76,727.47	0.00	0.00	192.43	1,011.96	75,715.51	0.00	1.31
2014	42,371.86	0.00	0.00	141.45	802.96	41,568.90	0.00	1.89
2013	28,734.27	0.00	0.00	90.13	241.16	28,493.11	0.00	0.83
2012	38,434.60	0.00	0.00	88.82	613.66	37,820.94	0.00	1.59
2011	25,886.48	0.00	0.00	82.19	43.98	25,842.50	0.00	0.16
2010	17,306.34	0.00	0.00	112.68	147.16	17,159.18	0.00	0.85
2009	15,563.64	0.00	0.00	20.40	51.78	15,511.86	0.00	0.33
2008	15,686.85	0.00	0.00	22.11	84.75	15,602.10	0.00	0.54
2007	13,626.70	0.00	0.00	5.20	13.42	13,613.28	0.00	0.09
2006	11,913.89	0.00	0.00	3.96	12.32	11,901.57	0.00	0.10
2005	10,267.74	0.00	0.00	3.24	12.29	10,255.45	0.00	0.11
2004 *	15,354.93	0.00	0.00	8.87	43.18	15,311.75	0.00	0.28
TOTAL	**159,188,395.60**	**(264,678.07)**	**2,529,828.96**	**51,171,977.99**	**68,109,259.32**	**93,608,965.24**	**(158,867.66)**	

YEAR-TO-DATE SUMMARY PART C

Tax Year = 2025 and Year End Date = 12/31/2025 and Month Range from 12/1/2025 to 12/31/2025 and Tax Units = {multiple} and Date Type = 1

9 - SPECIAL ROAD & BRIDGE

CURRENT YEAR INFORMATION

Start Financial Year 10/01/2025 12

Start Value	Start Exemption	Start Taxable	Rate	Calc Start Levy	Actual Start Levy	Start Frozen Loss	Start + Frozen
89,247,214,065	30,063,803,414	59,183,410,651	0.042210	24,981,317.64	24,988,728.52	0.00	24,988,728.52
Adjusted Value	**Adjusted Exemption**	**Adj Taxable**	**Rate**	**Calc Adj Levy**	**Actual Current Levy**	**Adj Frozen Loss**	**Act Levy + Act Frozen**
90,802,258,342	30,598,559,391	60,203,698,951	0.042210	25,411,981.33	25,418,872.83	0.00	25,418,872.83

Start Value	Net Value Adj	Start Value + Net Value Adj	Actual Current Value	Other Loss
89,247,214,065	1,555,044,277	90,802,258,342	90,802,258,342	105.01

Start Exemption	Net Exmp Adj	Start Exemp + Net Exmp Adj	Actual Current Exemption
30,063,803,414	534,755,977	30,598,559,391	30,598,559,391

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE AS OF 12/31/2025	REFUNDS DUE	COL %
2025	24,988,728.52	(25,501.42)	430,144.31	8,175,239.17	10,867,799.60	14,551,073.23	(4,313.28)	42.75
2024	220,929.22	(11,187.47)	(21,609.67)	3,511.75	20,429.18	178,890.37	(12,481.05)	10.24
2023	100,656.65	(6,260.14)	(8,287.59)	(1,815.21)	28.35	92,340.71	(7,769.84)	0.03
2022	49,548.35	(526.98)	1,992.22	680.66	4,185.90	47,354.67	(1,206.25)	8.12
2021	25,718.00	130.04	101.32	187.48	1,173.76	24,645.56	(27.51)	4.54
2020	19,420.24	123.45	100.17	73.68	531.69	18,988.72	(27.07)	2.72
2019	16,589.12	0.00	0.00	49.17	412.73	16,176.39	0.00	2.48
2018	15,281.65	0.00	0.00	48.75	274.66	15,006.99	0.00	1.79
2017	14,018.60	0.00	0.00	25.00	228.34	13,790.26	0.00	1.62
2016	12,310.88	0.00	0.00	98.43	286.23	12,024.65	0.00	2.32
2015	10,753.88	0.00	0.00	23.35	138.69	10,615.19	0.00	1.28
2014	5,748.74	0.00	0.00	15.74	106.26	5,642.48	0.00	1.84
2013	3,973.06	0.00	0.00	10.71	31.70	3,941.36	0.00	0.79
2012	5,400.74	0.00	0.00	10.71	84.55	5,316.19	0.00	1.56
2011	3,746.36	0.00	0.00	10.13	4.59	3,741.77	0.00	0.12
2010	2,567.62	0.00	0.00	16.76	21.90	2,545.72	0.00	0.85
2009	2,375.02	0.00	0.00	3.34	8.48	2,366.54	0.00	0.35
2008	2,702.88	0.00	0.00	4.02	15.42	2,687.46	0.00	0.57
2007	2,593.37	0.00	0.00	1.00	2.59	2,590.78	0.00	0.09
2006	2,192.03	0.00	0.00	0.74	2.30	2,189.73	0.00	0.10
2005	1,734.10	0.00	0.00	0.56	2.12	1,731.98	0.00	0.12
2004 *	2,608.80	0.00	0.00	1.48	7.18	2,601.62	0.00	0.27
TOTAL	**25,509,597.83**	**(43,222.52)**	**402,440.76**	**8,178,197.42**	**10,895,776.22**	**15,016,262.37**	**(25,825.00)**	

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.11. **1/27/2026**

Out of State Travel

Approve out of state travel for Airport Director and Customer Service Manager to attend the National Business Aviation Association (NBAA) Schedulers and Dispatchers Conference in Cleveland, Ohio from March 24, 2026 through March 26, 2026. The purpose is for promotion of fuel sales, airport marketing and business development.

Further, travel expenses to be paid with FY 2026 approved airport budget funds. A current estimate of same is attached for review.

Estimated Travel Expenses

NBAA Schedulers & Dispatcher 2026

Airfare (x2)	$673
Lodging (x2)	$1,052

(parking and per diem not included)

Exhibitor Schedule

The exhibitor schedule is preliminary and subject to change upon finalization of the conference program

MONDAY, MARCH 23	
10:00 a.m. – 5:00 p.m.	Exhibitor Move-in *Island booths may request early move-in beginning at 8:00 a.m.*
TUESDAY, MARCH 24	
8:00 a.m. – 2:00 p.m.	Exhibitor Move-in *All exhibitors must be set and in place by 2 p.m. on Tuesday, March 24 ahead of the show floor opening at 5:30 p.m.*
5:30 p.m. – 7:30 p.m.	The Launch – Welcome Reception Exhibit Hall Open
WEDNESDAY, MARCH 25	
11:45 a.m. – 4:30 p.m.	Exhibit Hall Open
2:30 p.m. – 4:30 p.m.	Dedicated Exhibit Hall Hours

THURSDAY, MARCH 26	
9:00 a.m. – 2:30 p.m.	Exhibit Hall Open
2:30 p.m. – 6:30 p.m.	Exhibitor Teardown *Exhibitors must not begin dismantling their booths prior to 2:30 p.m.*
FRIDAY, MARCH 27	
8:00 a.m. – 12:00 p.m.	Exhibitor Teardown

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.12. **1/27/2026**

Payment of Bills

That the checks payable through Monday, January 26, 2026 be approved for payment in accordance with Local Government Code §115.021.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.13. **1/27/2026**

FY 2026: Additional Funds

Additional funds are needed for cash disbursements paid in December on prior year purchase orders. The goods and/or services were actually received in FY 2026 and are FY 2026 expenditures.

	Category	Fund	Dept	Amount
General Fund				
Non-Departmental	590000 (Capital)	10000	14900	$ 16,199.03
County Court at Law 1	520000 (Operating)	10000	15001	$ 1,125.00
Justice of the Peace 2,2	520000 (Operating)	10000	18220	$ 954.85
Information Systems	520000 (Operating)	10000	22000	$ 858.8
6Facilities Management	520000 (Operating)	10000	25000	$ 110.11
Facilities Management	590000 (Capital)	10000	25000	$ 52,068.90
County Sheriff	520000 (Operating)	10000	30000	$ 14,452.50
County Sheriff	590000 (Capital)	10000	30000	$ 142,696.68
Crime Lab	520000 (Operating)	10000	30200	$ 384.79
Constable-Precinct 2	520000 (Operating)	10000	32200	$ 1,775.00
Detention Center	520000 (Operating)	10000	35000	$ 6,084.67
Detention Center	590000 (Capital)	10000	35000	$ 5,276.85
Parks	520000 (Operating)	10000	56000	$ 3,135.00
Parks	590000 (Capital)	10000	56000	$ 45,273.00
				$ 290,395.24
Other Funds				
Road and Bridge Non-Construct	520000 (Operating)	20000	75000	$ 90,373.18
Road and Bridge Construction	590000 (Capital)	20500	75000	$ 179,907.61
$ 270,280.79				
Emergency Mgmt-Fire Code	520000 (Operating)	38000	34200	$ 1,182.00
Emergency Mgmt-Fire Code	590000 (Capital)	38000	34200	$ 46,446.38
Records Management-Co. Clk.	520000 (Operating)	38110	12000	$ 1,050.00
Airport Operating	520000 (Operating)	60500	90000	$ 3,600.60
				$ 52,278.98

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.14. **1/27/2026**

Purchase Items for Courthouse Security

Upon evaluation and recommendation of the Brazoria County Court Security Committee, approve the purchase of the following for use by the Sheriff's Office Courthouse Security Staff:

- Parts and repair of Rapiscan 920CX Unit #7233102 with an approximate cost of $2,322.33

Funds for these expenditures are available in the Courthouse Security Attorney Access Card Fund (38501).

QUOTATION

RAPISCAN SYSTEMS INC.
2805 Columbia St
Torrance, CA 90503
USA
T: (978) 262-8700
F: (978) 262-0533

QUOTE: SQ-24583-1
DATE: 1/7/2026
EXPIRATION DATE: 4/6/2026
: 95-4413488
DUNS NUM:

Quotation Status: Sent

BUYER:
Brazoria County
Courthouse Administration Bldg. 237
E. Locust Street
Angleton, TX 77515
USA

BILL TO:
Brazoria County
Courthouse Administration Bldg. 237
E. Locust Street
Angleton, TX 77515
USA

SHIP TO :
Brazoria County Auditor
Courthouse Administration Bldg. 237
E. Locust Street
Angleton, TX 77515
USA

END USER:
Brazoria County
Courthouse Administration Bldg. 237
E. Locust Street
Angleton, TX 77515
USA

Buyer contact
Name: Gerald Hendrix
Phone: 979-215-4840
Email: bneal@brazoriacountytx.gov
Serial number: 7233102 Object Type: BPI

Seller contact
Contact name: Rapiscan Customer Service
Phone: +1 (888) 258-6684
Email: rapcscallcenter@rapiscansystems.com
Description: Rapiscan 920CX, Multi voltage, 160KV

Terms
Currency: USD
Payment terms: Net30
Mode of Delivery:
Worker: David Galicia

LINE	PART# & ITEM DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
1	5300058 INVERTER, 0.5HP/ 0.37KW, 1PH, 230V	1.00	458.69	458.69
2	Personal Car Mileage Quote for part replacement for SN: 7233102	54.00	0.66	35.64
3	Parking (If Required)	1.00	20.00	20.00
4	Freight	1.00	170.00	170.00
5	Tolls	6.00	10.00	60.00
6	FS Travel	2.00	263.00	526.00
7	FS Labor	4.00	263.00	1,052.00

TOTAL	2,322.33
EST SALES TAX / VAT	0.00
GRAND TOTAL	2,322.33

QUOTATION

RAPISCAN SYSTEMS INC.
2805 Columbia St
Torrance, CA 90503
USA

T: (978) 262-8700
F: (978) 262-0533

QUOTE:	SQ-24583-1
DATE:	1/7/2026
EXPIRATION DATE:	4/6/2026
:	95-4413488
DUNS NUM:	

This Quotation is subject to and governed by Service Terms and Conditions G502 (the "Terms"), available at www.rapiscansystems.com/termsandconditions. Notwithstanding the foregoing, if Buyer has a pre-existing framework agreement with Rapiscan under which it will place its order for the products and services identified in this Quotation (e.g., distribution agreement, resale agreement, master ordering agreement) or if Buyer is purchasing the products and services identified in this Quotation from a U.S. Government Federal Supply Schedule, then this Quotation is subject to such pre-existing framework agreement or supply schedule (as applicable). This Quotation, unless earlier revoked by Rapiscan, is valid until the Expiration Date indicated above.

CILC shall be advised and negotiated by:
Bank of America
333 South Hope St #1300
Los Angeles, CA 90071 USA
Account Name: American Science and Engineering, Inc.
ACH ABA: 122000030
Account #: 1459067118
WIRE ABA: 026009593
Swift Code: BOFAUS3N

All banking charges in connection with the CILC are Buyer's responsibility.

Banking information for wire transfers to AS&E:
Bank of America
333 South Hope St #1300
Los Angeles, CA 90071 USA
ACH ABA: 122000030
Account #: 1459067118
WIRE ABA: 026009593
Swift Code: BOFAUS3N

Any order resulting from this proposal is subject to credit approval.

By signing below, Buyer hereby agrees to purchase the products and services.

_____
Signature

_____
Name

_____
Title

If Buyer elects to provide a separate Purchase Order, the Purchase Order must include the following statement:
"This Order is provided as acceptance of Rapiscan's quotation/proposal, including Rapiscan's Terms and Conditions referenced therein."

Rapiscan reserves the right to adjust the price provided on any quote or in any proposal for any price increases resulting from the imposition of tariffs on materials or components used in the manufacturing of the products, or other similar fees, imposed after the time of the initial quote.

SUPPLY CHAIN DISRUPTIONS: Since the onset of the global COVID-19 pandemic, Rapiscan has experienced supply chain interruptions that could continue to delay product deliveries, product installations, spare parts availability, maintenance and repair work, and technical support, among other deliverables and services. Rapiscan will endeavor to plan for and limit the impact that these and other types of force majeure events may have on you – our customer – but we cannot guarantee currently anticipated performance dates and response times.

Consignee:

ULT Consignee:

QUOTATION

RAPISCAN SYSTEMS INC.
2805 Columbia St
Torrance, CA 90503
USA

T: (978) 262-8700
F: (978) 262-0533

QUOTE:	SQ-24583-1
DATE:	1/7/2026
EXPIRATION DATE:	4/6/2026
:	95-4413488
DUNS NUM:	

T&M:
** ESTIMATED ONLY - ACTUAL EXPENSES MAY VARY **QUOTE IS VALID FOR 90 DAYS**
PAYMENT ARRANGEMENTS NEED TO BE MADE PRIOR TO DISPATCHING AN ENGINEER AND/OR SHIPPING PARTS
RAPISCAN WILL PROVIDE ANOTHER ESTIMATE, IF ADDITIONAL PARTS AND /OR LABOR ARE NEEDED.
* TRAVEL EXPENSES ARE ESTIMATES ONLY AND WILL BE PASSED THROUGH AT ACTUAL COST**
FREIGHT AND SHIPPING ARE ESTIMATES ONLY FREIGHT & SHIPPING PASSED THROUGH AT ACTUAL COST
LOCAL AND STATE TAXES MAY APPLY
*DELIVERY: Delivery will be established at time of order placement based on current stock and backlog.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.15. **1/27/2026**

FY 2026: Line Item Transfers

General Fund	Category	Fund	Dept	Amount
Non-Departmental	470700 (Settlements)	10000	14900	($4,300
)Non-Departmental	420999 (Other Licenses, Permits)	10000	14900	($1,300)
JP 4-2	520000 (Operating)	10000	18420	$5,600

Transfer needed for travel, training, and conferences.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.16. **1/27/2026**

Resolution - Office of the Governor, Public Safety Office Grant Applications

Consider, approve, and authorize the attached Resolution relating to the FY2027 Body-Worn Cameras and FY2027 Rifle-Resistant Body Armor funding opportunities, regarding Brazoria County's request for financial assistance from the Office of the Governor's Public Safety Office.

Further, the Brazoria County Commissioners Court designates The Brazoria County Auditor as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

Further, the County Judge is hereby authorized to act as Brazoria County's Authorized Official and sign any documentation related to the application for the Grant upon review by the District Attorney's Office.

RESOLUTION

BODY-WORN CAMERAS AND RIFLE-RESISTANT BODY ARMOR

GRANT PROGRAM NUMBERS 5708601 AND 5709001

WHEREAS, The Brazoria County Commissioners Court finds it in the best interest of the citizens of Brazoria County that Brazoria County law enforcement agencies be equipped with body-worn cameras and rifle-resistant body armor for the Fiscal Year 2027; and

WHEREAS, The Brazoria County Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, Brazoria County's Commissioners Court assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, The Brazoria County Commissioners Court designates The Brazoria County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

WHEREAS, The Brazoria County Commissioners Court designates The Brazoria County Auditor as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The Brazoria County Commissioners Court approves the submission of the grant applications for Body-Worn Cameras FY27 and Rifle -Resistant Body Armor FY27 to the Office of the Governor.

Grant Numbers 5708601 and 5709001

PASSED and APPROVED this the 27th day January, 2026.

_____

Brazoria County Judge

L. M. "Matt" Sebesta, Jr.

_____	_____
Commissioner, Precinct 1	Commissioner, Precinct 2
Jay Burridge	Ryan Cade
_____	_____
Commissioner, Precinct 3	Commissioner, Precinct 4
Stacy L. Adams	David Linder

STATE OF TEXAS • COUNTY OF BRAZORIA •

RESOLUTION

BODY-WORN CAMERAS AND RIFLE-RESISTANT BODY ARMOR

GRANT PROGRAM NUMBERS 5708601 AND 5709001

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Grant Numbers 5708601 and 5709001

PASSED and APPROVED this the 27th day January, 2026.

Brazoria County Judge

L. M. "Matt" Sebesta, Jr.

Commissioner, Precinct 1

Jay Burridge

Commissioner, Precinct 2

Ryan Cade

Commissioner, Precinct 3

Stacy L. Adams

Commissioner, Precinct 4

David Linder

Office of the Governor
Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form

Entity Name: Brazoria County	**Date:** January 27, 2026
Agency/Department Name: Brazoria County	
Name of Chief Executive Officer: L. M. "Matt" Sebesta Jr.	
Name of Head of Law Enforcement Agency: Leonard "Bo" Stallman	

Certification Required by CEO and Head of Law Enforcement Agency

In our respective capacities as chief executive officer of Brazoria County ("Grantee") and as head of Brazoria County Sheriff's Office ("Agency"), we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2027 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2027 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency's receipt or DHS's issuance of detainer requests, or in any way limits or restricts Grantee's and Agency's full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would:
(1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); or (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

Signature
Chief Executive Officer for Grantee

Signature
Head of Agency

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.17. **1/27/2026**

Auditor’s Monthly Report - November 2025

Accept the County Auditor's Monthly Report for November 2025 into record per Local Government Code §114.023.

BRAZORIA COUNTY, TEXAS

MONTHLY UNAUDITED FINANCIAL REPORT

For the Month Ended
November 30, 2025

BRAZORIA COUNTY, TEXAS

MONTHLY UNAUDITED FINANCIAL REPORT

Prepared by

BRAZORIA COUNTY AUDITOR

Kaysie Stewart, CPA
County Auditor

BRAZORIA COUNTY, TEXAS
Unaudited Monthly Financial Report

As of
November 30, 2025

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Note: Charts and other information provided in accordance with (Local Govt Code §ll4.023(b)(1) and §ll4.025 (a)(5))

KAYSIE STEWART, CPA
BRAZORIA COUNTY AUDITOR
237 E. LOCUST, SUITE 403
ANGLETON, TX 77515

TELEPHONE:
Courthouse (979) 864-1276
Brazosport (979) 388-1276
Houston (281) 756-1276

January 27, 2026

The Board of Judges
The Commissioners' Court
Brazoria County, Texas

Honorable Judges and Commissioners:

The unaudited and unadjusted Monthly Financial Report of Brazoria County, Texas as of and for the two months ended November 30, 2025, is submitted herewith in accordance with Section 114.023 of the Texas Local Government Code and was prepared by the County Auditor's Office staff. These statements are reported on a budgetary basis which is not in accordance with generally accepted accounting principles.

Due to the size of the county, and the significant volume of financial information contained in the books and records, our office has chosen not to present each fund individually monthly. Rather, we have identified a group of funds composed of two of the County's major funds and their sub-funds (General, Road and Bridge), along with other funds which are typically brought before Court on a budgetary basis (Law Library, Mosquito Control, and Airport). Should you desire to see detailed information contained in a fund which has not been identified as most relevant for the monthly presentation, please contact my office and we will be happy to assist you.

Current and historical data related to the County's half cent sales tax is provided for your reference. The Schedule of Revenues shows the budgeted amounts versus the year-to-date actual balances. The Schedule of Expenditures included herein shows the adjusted budget, the year-to-date activity, current encumbrance, and the remainder in the budget. Included in the Financial Statements are balance sheets for the General Fund, Road & Bridge Fund, Law Library Fund, Mosquito Control Fund, and Airport Fund. The Statement of Changes in Fund Balance shows balances on hand at the beginning and end of the month for the General Fund, Road & Bridge Fund, Law Library Fund, Mosquito Control Fund, and Airport Fund. The schedule of transfers, when applicable, includes all funds. The Debt Service Payment Schedule is also presented for your reference, for fiscal year 2025. Our intention is for this report to be useful for you, so we welcome your suggestions for the contents of this submission.

This report is designed to provide a general overview of Brazoria County's finances for all those with an interest in the County's finances at a specific point during the fiscal year. However, the reader should note that the report does not include those disclosures associated with, and usually made a part of, audited financial statements. Additionally, due to the statutory duties of the County Auditor, I am not independent with regard to these financial reports as defined by the professional standards of the American Institute of Certified Public Accountants. However, these financial statements were prepared, and the financial accounting records were maintained with objectivity and due professional care. Questions concerning any of the information provided in this report should be addressed to Brazoria County Auditor, 237 E. Locust, Suite 403 Angleton, Texas 77515.

Respectfully submitted,

Kaysie Stewart

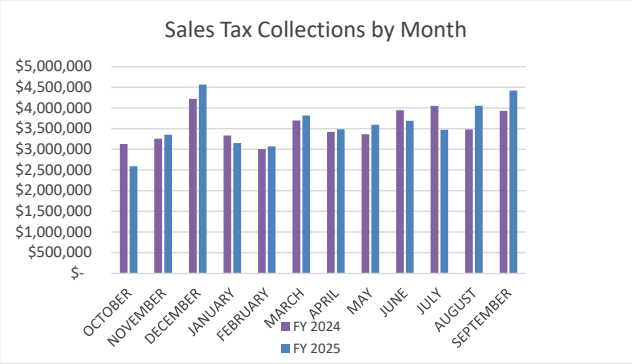
Kaysie Stewart, CPA
Brazoria County Auditor

BRAZORIA COUNTY HALF CENT SALES TAX

Fiscal Year Ended September 30, 2025

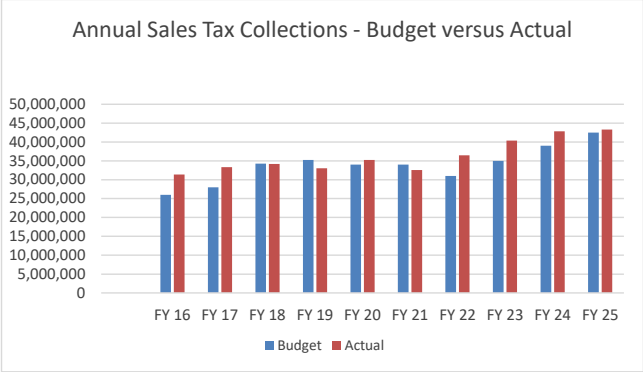
CURRENT SALES TAX COLLECTIONS COMPARISON

	FY 2024	FY 2025	DIFF	%
OCTOBER	$ 3,129,605	$ 2,590,598	$ (539,007)	-17.22%
NOVEMBER	$ 3,258,002	$ 3,352,546	$ 94,544	2.90%
DECEMBER	$ 4,222,460	$ 4,567,501	$ 345,041	8.17%
JANUARY	$ 3,336,617	$ 3,154,249	$ (182,368)	-5.47%
FEBRUARY	$ 3,005,923	$ 3,070,480	$ 64,557	2.15%
MARCH	$ 3,699,623	$ 3,819,082	$ 119,459	3.23%
APRIL	$ 3,422,540	$ 3,485,677	$ 63,137	1.84%
MAY	$ 3,365,688	$ 3,594,018	$ 228,330	6.78%
JUNE	$ 3,946,694	$ 3,690,961	$ (255,733)	-6.48%
JULY	$ 4,050,506	$ 3,476,058	$ (574,448)	-14.18%
AUGUST	$ 3,480,157	$ 4,053,271	$ 573,114	16.47%
SEPTEMBER	$ 3,929,890	$ 4,424,008	$ 494,118	12.57%
TOTAL	$ 42,847,704	$ 43,278,449	$ 430,744	10.77%



SALES TAX HISTORY BY MONTH REMITTED TO COUNTY

Month Collected/ Month Remitted	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25
OCT / DEC	2,173,364	2,370,762	2,761,724	2,688,403	2,903,267	2,470,404	2,675,997	2,918,977	3,129,605	2,590,598
NOV / JAN	2,236,932	2,836,834	2,628,696	2,445,797	2,959,313	2,329,923	2,915,362	3,187,114	3,258,002	3,352,546
DEC / FEB	3,183,078	3,025,724	3,355,280	3,223,811	4,879,325	3,191,485	3,417,308	4,235,575	4,222,460	4,567,501
JAN / MAR	2,603,433	2,403,784	2,469,154	2,419,518	2,650,236	2,289,106	2,582,007	3,358,801	3,336,617	3,154,249
FEB / APR	2,299,393	2,848,424	2,547,052	2,463,806	2,525,579	2,180,322	2,674,322	2,896,108	3,005,923	3,070,480
MAR / MAY	2,864,527	3,217,762	3,215,527	3,070,484	3,165,793	3,066,626	3,446,518	3,784,669	3,699,623	3,819,082
APR / JUN	2,689,329	2,606,749	2,813,563	2,559,583	3,284,410	2,830,660	2,936,560	3,004,854	3,422,540	3,485,677
MAY / JUL	2,694,989	2,774,951	2,825,395	2,707,673	2,645,958	2,722,243	3,017,869	3,304,495	3,365,688	3,594,018
JUN / AUG	3,015,791	3,543,149	3,029,214	2,787,642	3,003,985	2,982,129	3,441,777	4,007,709	3,946,694	3,690,961
JUL / SEPT	2,200,027	2,442,438	2,577,899	2,939,101	2,319,781	2,738,182	2,968,517	3,198,125	4,050,506	3,476,058
AUG / OCT	2,861,537	2,349,851	3,077,481	2,761,600	2,300,406	2,727,955	3,097,322	3,237,062	3,480,157	4,053,271
SEP / NOV	2,561,914	2,891,665	2,894,158	2,952,287	2,592,087	3,024,952	3,277,671	3,255,439	3,929,890	4,424,008



SALES TAX BY FISCAL YEAR

	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25
Budget	26,000,000	28,000,000	34,250,000	35,250,000	34,000,000	34,000,000	31,000,000	35,000,000	39,000,000	42,500,000
Actual	31,384,316	33,312,092	34,195,142	33,019,705	35,230,141	32,553,987	36,451,230	40,388,928	42,847,704	43,278,449

Aggregate Revenue for Year 2026

10/01/2025 thru 11/30/2025

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Fund: 10000-General Fund					
Tax Revenue	137,733,382	-	137,733,382	8,288,535	(129,444,847)
Other Constitutional Tax	43,000,000	-	43,000,000	-	(43,000,000)
Penalty and Interest	730,000	-	730,000	59,988	(670,012)
Licenses and Permits	2,143,800	-	2,143,800	148,151	(1,995,649)
Grant Revenue	167,000	-	167,000	-	(167,000)
Shared Revenue	680,000	-	680,000	1,363	(678,637)
Fees of Office	6,960,500	340,000	7,300,500	630,200	(6,670,300)
Library Revenue Fees	55,075	-	55,075	5,257	(49,818)
Legislative Fees	992,100	-	992,100	173,642	(818,458)
Other Fees	736,350	-	736,350	123,828	(612,522)
Fines and Forfeitures	2,415,000	-	2,415,000	501,651	(1,913,349)
Investment Income	4,500,000	-	4,500,000	463,407	(4,036,593)
Sale of Assets	1,000	-	1,000	354	(646)
Contributions	-	-	-	700	700
Miscellaneous Revenue	2,086,000	-	2,086,000	78,869	(2,007,131)
Total Fund: 10000	**202,200,207**	**340,000**	**202,540,207**	**10,475,944**	**(192,064,263)**
Fund: 10200-Juv Prob Fees					
Other Fees	-	-	-	40	40
Investment Income	400	-	400	53	(347)
Total Fund: 10200	**400**	**-**	**400**	**93**	**(307)**
Fund: 10300-Unclaimed Juvenile Restitution					
Fines and Forfeitures	-	-	-	797	797
Total Fund: 10300	**-**	**-**	**-**	**797**	**797**
Fund: 10340-Constable 4 Marine Team					
Investment Income	-	-	-	259	259
Total Fund: 10340	**-**	**-**	**-**	**259**	**259**
Fund: 10350-Sheriff Special Response Team					
Investment Income	-	-	-	(24)	(24)
Transfers	20,000	-	20,000	-	(20,000)
Total Fund: 10350	**20,000**	**-**	**20,000**	**(24)**	**(20,024)**
Fund: 10400-Env Health-Retail Food Permits					
Licenses and Permits	109,500	-	109,500	15,700	(93,800)
Transfers	120,000	-	120,000	-	(120,000)
Total Fund: 10400	**229,500**	**-**	**229,500**	**15,700**	**(213,800)**
Fund: 10500-District Clerk Contingency					
Other Fees	-	-	-	25	25
Investment Income	30,000	-	30,000	5,711	(24,289)
Total Fund: 10500	**30,000**	**-**	**30,000**	**5,736**	**(24,264)**
Fund: 10600-Fire Training Field					
Investment Income	200	-	200	87	(113)
Total Fund: 10600	**200**	**-**	**200**	**87**	**(113)**
Fund: 10700-Parks Special Events					

Aggregate Revenue for Year 2026

10/01/2025 thru 11/30/2025

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Investment Income	500	-	500	173	(327)
Contributions	-	-	-	125	125
Total Fund: 10700	**500**	**-**	**500**	**298**	**(202)**
Fund: 10710-Parks SFA Special Projects					
Other Fees	800	-	800	178	(622)
Investment Income	-	-	-	67	67
Miscellaneous Revenue	-	-	-	-	-
Total Fund: 10710	**800**	**-**	**800**	**245**	**(555)**
Fund: 10850-CPS-Donations					
Investment Income	800	-	800	305	(495)
Contributions	4,000	-	4,000	2,174	(1,826)
Total Fund: 10850	**4,800**	**-**	**4,800**	**2,479**	**(2,321)**
Fund: 20000-Road and Bridge Non-Construct					
Tax Revenue	39,471,506	-	39,471,506	2,491,554	(36,979,952)
Penalty and Interest	240,000	-	240,000	22,026	(217,974)
Grant Revenue	80,000	-	80,000	83,877	3,877
Shared Revenue	2,900,000	-	2,900,000	235,040	(2,664,960)
Fees of Office	40,000	-	40,000	32,610	(7,390)
Road and Bridge Fees	810,000	-	810,000	125,736	(684,264)
Investment Income	1,000,000	-	1,000,000	219,857	(780,143)
Sale of Assets	-	-	-	416	416
Miscellaneous Revenue	500,000	-	500,000	23,408	(476,592)
Total Fund: 20000	**45,041,506**	**-**	**45,041,506**	**3,234,524**	**(41,806,982)**
Fund: 20500-Road and Bridge Construction					
Fees of Office	-	-	-	1	1
Total Fund: 20500	**-**	**-**	**-**	**1**	**1**
Fund: 39800-Law Library					
Legislative Fees	205,000	-	205,000	51,603	(153,397)
Investment Income	8,000	-	8,000	1,570	(6,430)
Miscellaneous Revenue	11,000	-	11,000	2,168	(8,832)
Total Fund: 39800	**224,000**	**-**	**224,000**	**55,341**	**(168,659)**
Fund: 39900-Mosquito Control District					
Tax Revenue	3,032,091	-	3,032,091	190,930	(2,841,161)
Penalty and Interest	12,500	-	12,500	1,369	(11,131)
Fees of Office	-	-	-	1	1
Investment Income	40,000	-	40,000	4,355	(35,645)
Total Fund: 39900	**3,084,591**	**-**	**3,084,591**	**196,656**	**(2,887,935)**
Fund: 41000-2016 Limited Tax Rfd (2006 CO)					
Tax Revenue	-	-	-	1,100	1,100
Penalty and Interest	7,000	-	7,000	631	(6,369)
Investment Income	60,000	-	60,000	8,375	(51,625)
Total Fund: 41000	**67,000**	**-**	**67,000**	**10,107**	**(56,893)**
Fund: 42000-2021 Gen Oblig Rfd (2012 CO)					

Aggregate Revenue for Year 2026

10/01/2025 thru 11/30/2025

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Tax Revenue	2,052,727	-	2,052,727	129,605	(1,923,122)
Penalty and Interest	13,000	-	13,000	1,174	(11,826)
Investment Income	12,000	-	12,000	860	(11,140)
Total Fund: 42000	**2,077,727**	**-**	**2,077,727**	**131,639**	**(1,946,088)**
Fund: 42100-2018 Cert of Oblig-I,S					
Tax Revenue	686,465	-	686,465	43,434	(643,031)
Penalty and Interest	5,000	-	5,000	450	(4,550)
Investment Income	20,000	-	20,000	3,401	(16,599)
Total Fund: 42100	**711,465**	**-**	**711,465**	**47,285**	**(664,180)**
Fund: 42200-2021 CO-Courthouse Campus I,S					
Tax Revenue	4,320,731	-	4,320,731	271,618	(4,049,113)
Penalty and Interest	16,000	-	16,000	1,652	(14,348)
Investment Income	85,000	-	85,000	10,309	(74,691)
Total Fund: 42200	**4,421,731**	**-**	**4,421,731**	**283,580**	**(4,138,151)**
Fund: 44000-Toll Road-SH288-I&S					
Tax Revenue	-	-	-	118	118
Penalty and Interest	-	-	-	84	84
Total Fund: 44000	**-**	**-**	**-**	**202**	**202**
Fund: 45000-Road Bonds-Mobility-I,S					
Tax Revenue	3,505,098	-	3,505,098	220,666	(3,284,432)
Penalty and Interest	20,000	-	20,000	1,736	(18,264)
Investment Income	118,000	-	118,000	17,789	(100,211)
Total Fund: 45000	**3,643,098**	**-**	**3,643,098**	**240,191**	**(3,402,907)**
Fund: 60500-Airport Operating					
Fees of Office	-	-	-	1	1
Enterprise Revenue	3,212,667	-	3,212,667	550,773	(2,661,894)
Total Fund: 60500	**3,212,667**	**-**	**3,212,667**	**550,773**	**(2,661,894)**
Report Total	**264,970,192**	**340,000**	**265,310,192**	**15,251,913**	**(250,058,279)**

Budget to Actuals for Year 2026

10/1/2025 thru 11/30/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Fund: 10000-General Fund							
10000 County Judge							
Salaries & Benefits	931,446	-	931,446	-	(152,112)	779,334	16%
Operating Expenditures	19,500	-	19,500	(1,890)	(70)	17,540	10%
	950,946	-	950,946	(1,890)	(152,182)	796,874	16%
10100 Comm. South Service Center							
Salaries & Benefits	473,527	-	473,527	-	(80,895)	392,632	17%
Operating Expenditures	10,225	-	10,225	(825)	(117)	9,284	9%
	483,752	-	483,752	(825)	(81,012)	401,915	17%
10200 Comm. Central Service Center							
Salaries & Benefits	493,784	-	493,784	-	(84,860)	408,924	17%
Operating Expenditures	7,600	-	7,600	-	-	7,600	0%
	501,384	-	501,384	-	(84,860)	416,524	17%
10300 Comm. North Service Center							
Salaries & Benefits	510,012	-	510,012	-	(83,268)	426,744	16%
Operating Expenditures	10,672	-	10,672	(227)	(240)	10,205	4%
	520,684	-	520,684	(227)	(83,508)	436,950	16%
10400 Comm. West Service Center							
Salaries & Benefits	523,018	-	523,018	-	(91,092)	431,926	17%
Operating Expenditures	8,450	-	8,450	(276)	(59)	8,115	4%
	531,468	-	531,468	(276)	(91,151)	440,041	17%
12000 County Clerk							
Salaries & Benefits	3,462,688	-	3,462,688	-	(578,316)	2,884,372	17%
Operating Expenditures	42,550	-	42,550	(12,053)	(2,738)	27,759	35%
	3,505,238	-	3,505,238	(12,053)	(581,054)	2,912,132	17%
13000 Veteran's Service							
Salaries & Benefits	267,904	-	267,904	-	(51,430)	216,474	19%
Operating Expenditures	2,650	-	2,650	(846)	(346)	1,458	45%
	270,554	-	270,554	(846)	(51,776)	217,932	19%
14000 Emergency Management							
Salaries & Benefits	832,194	-	832,194	-	(89,328)	742,867	11%
Operating Expenditures	24,699	-	24,699	(7,552)	(626)	16,521	33%
	856,893	-	856,893	(7,552)	(89,953)	759,388	11%
14900 Non-Departmental							
Operating Expenditures	8,144,000	-	8,144,000	(17,781)	(322,299)	7,803,920	4%
Capital	-	-	-	18,998	(18,998)	-	0%
	8,144,000	-	8,144,000	1,217	(341,297)	7,803,920	4%
15001 County Court at Law 1							
Salaries & Benefits	576,367	-	576,367	-	(95,907)	480,460	17%
Operating Expenditures	302,725	-	302,725	(2,152)	(38,586)	261,987	13%
	879,092	-	879,092	(2,152)	(134,493)	742,447	16%
15002 County Court at Law 2							
Salaries & Benefits	540,301	-	540,301	-	(89,782)	450,519	17%
Operating Expenditures	374,080	-	374,080	(500)	(40,979)	332,602	11%
	914,381	-	914,381	(500)	(130,760)	783,121	14%
15003 County Court at Law 3							
Salaries & Benefits	597,607	-	597,607	-	(98,906)	498,701	17%
Operating Expenditures	302,700	-	302,700	(1,790)	(50,404)	250,507	17%
	900,307	-	900,307	(1,790)	(149,309)	749,208	17%
15004 County Court at Law 4							
Salaries & Benefits	613,015	-	613,015	-	(101,683)	511,332	17%

Budget to Actuals for Year 2026

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Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	363,100	-	363,100	(2,169)	(40,557)	320,374	12%
	976,115	-	976,115	(2,169)	(142,240)	831,705	15%
15900 Probate Court Investigations							
Salaries & Benefits	208,868	-	208,868	-	(36,142)	172,726	17%
Operating Expenditures	3,837	-	3,837	(600)	(137)	3,100	19%
	212,705	-	212,705	(600)	(36,279)	175,826	17%
16000 District Courts							
Salaries & Benefits	1,008,527	-	1,008,527	-	(179,800)	828,727	18%
Operating Expenditures	118,450	-	118,450	(10,281)	(14,427)	93,742	21%
	1,126,977	-	1,126,977	(10,281)	(194,227)	922,469	18%
16149 District Court-149th							
Salaries & Benefits	326,011	-	326,011	-	(55,811)	270,200	17%
Operating Expenditures	675,525	-	675,525	-	(102,140)	573,385	15%
	1,001,536	-	1,001,536	-	(157,951)	843,585	16%
16239 District Court-239th							
Salaries & Benefits	329,357	-	329,357	-	(56,066)	273,291	17%
Operating Expenditures	760,000	-	760,000	-	(70,815)	689,185	9%
	1,089,357	-	1,089,357	-	(126,881)	962,476	12%
16300 District Court-300th							
Salaries & Benefits	341,707	-	341,707	-	(58,629)	283,078	17%
Operating Expenditures	622,500	-	622,500	-	(61,312)	561,188	10%
Transfers	450,000	-	450,000	-	-	450,000	0%
	1,414,207	-	1,414,207	-	(119,941)	1,294,266	8%
16412 District Court-412th							
Salaries & Benefits	339,714	-	339,714	-	(58,303)	281,411	17%
Operating Expenditures	980,000	-	980,000	-	(169,387)	810,613	17%
	1,319,714	-	1,319,714	-	(227,690)	1,092,024	17%
16461 District Court-461st							
Salaries & Benefits	324,873	-	324,873	-	(55,621)	269,252	17%
Operating Expenditures	470,000	-	470,000	-	(106,290)	363,710	23%
	794,873	-	794,873	-	(161,911)	632,962	20%
17000 District Clerk							
Salaries & Benefits	3,530,078	-	3,530,078	-	(594,331)	2,935,747	17%
Operating Expenditures	62,185	-	62,185	(18,512)	(2,107)	41,566	33%
	3,592,263	-	3,592,263	(18,512)	(596,439)	2,977,313	17%
18110 Justice of the Peace 1,1							
Salaries & Benefits	696,767	-	696,767	-	(117,208)	579,559	17%
Operating Expenditures	12,583	-	12,583	(4,868)	(2,263)	5,452	57%
	709,350	-	709,350	(4,868)	(119,471)	585,011	18%
18120 Justice of the Peace 1,2							
Salaries & Benefits	650,756	-	650,756	-	(114,006)	536,750	18%
Operating Expenditures	147,175	-	147,175	(64,984)	(13,517)	68,675	53%
	797,931	-	797,931	(64,984)	(127,523)	605,425	24%
18210 Justice of the Peace 2,1							
Salaries & Benefits	640,936	-	640,936	-	(112,262)	528,674	18%
Operating Expenditures	10,145	-	10,145	(981)	(1,218)	7,946	22%
	651,081	-	651,081	(981)	(113,480)	536,620	18%
18220 Justice of the Peace 2,2							
Salaries & Benefits	657,883	-	657,883	-	(113,801)	544,082	17%

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Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	9,275	-	9,275	(3,500)	(450)	5,325	43%
	667,158	-	667,158	(3,500)	(114,251)	549,407	18%
18310 Justice of the Peace 3,1							
Salaries & Benefits	575,415	-	575,415	-	(88,532)	486,883	15%
Operating Expenditures	118,220	-	118,220	(34,531)	(2,371)	81,318	31%
	693,635	-	693,635	(34,531)	(90,902)	568,202	18%
18320 Justice of the Peace 3,2							
Salaries & Benefits	550,677	-	550,677	-	(94,467)	456,210	17%
Operating Expenditures	9,400	-	9,400	2,029	(2,829)	8,600	9%
	560,077	-	560,077	2,029	(97,295)	464,810	17%
18410 Justice of the Peace 4,1							
Salaries & Benefits	654,136	-	654,136	-	(108,179)	545,957	17%
Operating Expenditures	10,550	-	10,550	(3,538)	(2,079)	4,933	53%
	664,686	-	664,686	(3,538)	(110,258)	550,890	17%
18420 Justice of the Peace 4,2							
Salaries & Benefits	742,854	-	742,854	-	(119,292)	623,562	16%
Operating Expenditures	25,085	-	25,085	(6,947)	(5,331)	12,807	49%
	767,939	-	767,939	(6,947)	(124,623)	636,368	17%
19000 Judicial Miscellaneous							
Salaries & Benefits	504,710	-	504,710	-	(73,883)	430,827	15%
Operating Expenditures	1,824,750	-	1,824,750	(487,143)	(198,300)	1,139,306	38%
Transfers	40,000	-	40,000	-	-	40,000	0%
	2,369,460	-	2,369,460	(487,143)	(272,183)	1,610,134	32%
19005 Language Access							
Operating Expenditures	-	-	-	(500)	-	(500)	0%
	-	-	-	(500)	-	(500)	0%
19100 Indigent Defense							
Salaries & Benefits	268,139	-	268,139	-	(46,511)	221,628	17%
Operating Expenditures	4,971	-	4,971	(2,825)	(75)	2,071	58%
	273,110	-	273,110	(2,825)	(46,586)	223,699	18%
19200 Bail Bond Board							
Salaries & Benefits	161,787	-	161,787	-	(27,923)	133,864	17%
Operating Expenditures	3,050	-	3,050	(95)	(135)	2,820	8%
	164,837	-	164,837	(95)	(28,058)	136,684	17%
19300 District Attorney							
Salaries & Benefits	12,434,461	-	12,434,461	-	(2,076,217)	10,358,244	17%
Operating Expenditures	200,691	-	200,691	(82,638)	(18,904)	99,149	51%
Capital	165,000	-	165,000	(112,600)	-	52,400	68%
Transfers	478,000	-	478,000	-	-	478,000	0%
	13,278,152	-	13,278,152	(195,238)	(2,095,120)	10,987,794	17%
19900 Law Library							
Transfers	70,000	-	70,000	-	-	70,000	0%
	70,000	-	70,000	-	-	70,000	0%
20100 County Auditor							
Salaries & Benefits	2,392,710	-	2,392,710	-	(412,128)	1,980,582	17%
Operating Expenditures	20,000	-	20,000	383	(5,083)	15,300	24%
	2,412,710	-	2,412,710	383	(417,211)	1,995,882	17%
20200 Purchasing							
Salaries & Benefits	902,255	-	902,255	-	(153,500)	748,755	17%

Budget to Actuals for Year 2026

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Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	30,849	-	30,849	(10,975)	(6,147)	13,727	56%
	933,104	-	933,104	(10,975)	(159,648)	762,481	18%
20300 County Treasurer							
Salaries & Benefits	450,538	-	450,538	-	(77,848)	372,690	17%
Operating Expenditures	72,850	-	72,850	(52,646)	(8,354)	11,850	84%
	523,388	-	523,388	(52,646)	(86,202)	384,540	27%
20400 Human Resources							
Salaries & Benefits	1,136,915	-	1,136,915	-	(184,029)	952,886	16%
Operating Expenditures	179,615	-	179,615	(84,959)	(31,581)	63,075	65%
	1,316,530	-	1,316,530	(84,959)	(215,610)	1,015,961	23%
21000 Tax Assessor-Collector							
Salaries & Benefits	4,711,613	-	4,711,613	-	(798,889)	3,912,724	17%
Operating Expenditures	199,268	-	199,268	(78,185)	(24,435)	96,648	51%
	4,910,881	-	4,910,881	(78,185)	(823,324)	4,009,372	18%
22000 Information Systems							
Salaries & Benefits	4,091,858	-	4,091,858	-	(695,514)	3,396,344	17%
Operating Expenditures	9,489,145	-	9,489,145	(1,399,847)	(2,155,477)	5,933,822	37%
Debt Services	347,000	-	347,000	-	-	347,000	0%
Capital	280,200	-	280,200	(14,875)	-	265,325	5%
Transfers	30,000	-	30,000	-	-	30,000	0%
	14,238,203	-	14,238,203	(1,414,721)	(2,850,991)	9,972,491	30%
23000 Appraisal District Assessment							
Operating Expenditures	1,443,899	-	1,443,899	-	(290,162)	1,153,737	20%
	1,443,899	-	1,443,899	-	(290,162)	1,153,737	20%
24000 Elections							
Salaries & Benefits	1,002,508	-	1,002,508	-	(226,787)	775,721	23%
Operating Expenditures	659,750	-	659,750	(28,746)	(4,081)	626,923	5%
Capital	95,900	-	95,900	-	-	95,900	0%
Transfers	-	-	-	-	-	-	0%
	1,758,158	-	1,758,158	(28,746)	(230,868)	1,498,544	15%
25000 Facilities Management							
Salaries & Benefits	2,586,465	-	2,586,465	-	(423,432)	2,163,033	16%
Operating Expenditures	4,699,400	-	4,699,400	(1,254,357)	(471,747)	2,973,296	37%
Capital	525,000	-	525,000	116,969	(283,930)	358,039	32%
	7,810,865	-	7,810,865	(1,137,387)	(1,179,110)	5,494,368	30%
26000 Property Insurance							
Operating Expenditures	2,450,000	-	2,450,000	-	(26,157)	2,423,843	1%
	2,450,000	-	2,450,000	-	(26,157)	2,423,843	1%
30000 County Sheriff							
Salaries & Benefits	26,615,476	(112,950)	26,502,526	-	(4,834,007)	21,668,519	18%
Operating Expenditures	4,391,061	-	4,391,061	(798,436)	(460,684)	3,131,941	29%
Capital	1,753,000	-	1,753,000	(906,696)	(728,988)	117,316	93%
Transfers	150,000	-	150,000	-	(9,953)	140,047	7%
	32,909,537	(112,950)	32,796,587	(1,705,132)	(6,033,632)	25,057,823	24%
30100 Animal Control							
Salaries & Benefits	675,584	-	675,584	-	(102,429)	573,155	15%
Operating Expenditures	102,700	-	102,700	(24,983)	(5,889)	71,828	30%
Capital	52,000	-	52,000	(44,070)	-	7,930	85%
	830,284	-	830,284	(69,053)	(108,317)	652,913	21%

Budget to Actuals for Year 2026

10/1/2025 thru 11/30/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
30200 Crime Lab							
Salaries & Benefits	864,889	-	864,889	-	(146,428)	718,461	17%
Operating Expenditures	276,200	-	276,200	(39,916)	(35,325)	200,959	27%
Capital	59,000	-	59,000	-	-	59,000	0%
	1,200,089	-	1,200,089	(39,916)	(181,754)	978,419	18%
30351 Drone Team							
Operating Expenditures	15,000	-	15,000	(3,146)	-	11,854	21%
	15,000	-	15,000	(3,146)	-	11,854	21%
30352 Marine Team							
Operating Expenditures	15,000	-	15,000	(65)	-	14,935	0%
	15,000	-	15,000	(65)	-	14,935	0%
30353 Dive Team							
Operating Expenditures	15,000	-	15,000	(96)	-	14,904	1%
	15,000	-	15,000	(96)	-	14,904	1%
30354 Honor Guard							
Operating Expenditures	7,500	-	7,500	-	-	7,500	0%
	7,500	-	7,500	-	-	7,500	0%
31000 Tx Dept of Public Safety (DPS)							
Salaries & Benefits	249,069	-	249,069	-	(43,313)	205,756	17%
Operating Expenditures	250	-	250	-	-	250	0%
	249,319	-	249,319	-	(43,313)	206,006	17%
32100 Constable-Precinct 1							
Salaries & Benefits	1,534,270	-	1,534,270	-	(267,829)	1,266,441	17%
Operating Expenditures	393,249	-	393,249	(154,936)	(15,226)	223,087	43%
Capital	115,333	-	115,333	-	(114,946)	387	100%
	2,042,852	-	2,042,852	(154,936)	(398,001)	1,489,915	27%
32200 Constable-Precinct 2							
Salaries & Benefits	1,151,660	-	1,151,660	-	(186,739)	964,921	16%
Operating Expenditures	198,944	-	198,944	(18,747)	(15,718)	164,479	17%
Capital	53,800	-	53,800	(56,937)	-	(3,137)	106%
	1,404,404	-	1,404,404	(75,684)	(202,457)	1,126,263	20%
32300 Constable-Precinct 3							
Salaries & Benefits	1,262,541	-	1,262,541	-	(222,974)	1,039,567	18%
Operating Expenditures	201,912	-	201,912	(24,323)	(28,518)	149,071	26%
	1,464,453	-	1,464,453	(24,323)	(251,492)	1,188,638	19%
32400 Constable-Precinct 4							
Salaries & Benefits	2,163,322	-	2,163,322	-	(382,384)	1,780,938	18%
Operating Expenditures	223,197	-	223,197	(82,704)	(17,583)	122,910	45%
Capital	112,000	-	112,000	183	(166,213)	(54,030)	148%
	2,498,519	-	2,498,519	(82,522)	(566,179)	1,849,818	26%
33000 Intensive CommunityServiceProg							
Salaries & Benefits	70,394	-	70,394	-	(8,365)	62,029	12%
Operating Expenditures	67,590	-	67,590	(9,905)	(515)	57,170	15%
	137,984	-	137,984	(9,905)	(8,881)	119,198	14%
34000 Ambulance EMS							
Operating Expenditures	96,000	-	96,000	-	-	96,000	0%
	96,000	-	96,000	-	-	96,000	0%
34100 Fire Protection							
Salaries & Benefits	71,542	-	71,542	-	(12,623)	58,919	18%
Operating Expenditures	546,799	-	546,799	-	(525,000)	21,799	96%
	618,341	-	618,341	-	(537,623)	80,718	87%

Budget to Actuals for Year 2026

10/1/2025 thru 11/30/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
35000 Detention Center							
Salaries & Benefits	17,384,872	29,750	17,414,622	-	(3,049,494)	14,365,128	18%
Operating Expenditures	9,355,350	-	9,355,350	(2,803,164)	(1,424,675)	5,127,511	45%
Capital	58,000	-	58,000	19,128	(66,532)	10,596	82%
	26,798,222	29,750	26,827,972	(2,784,036)	(4,540,701)	19,503,235	27%
36000 Juvenile Probation							
Salaries & Benefits	9,112,819	-	9,112,819	-	(1,470,744)	7,642,075	16%
Operating Expenditures	1,607,150	-	1,607,150	(693,946)	(205,754)	707,450	56%
Capital	40,815	-	40,815	-	-	40,815	0%
Transfers	610,000	-	610,000	-	(38,228)	571,772	6%
	11,370,784	-	11,370,784	(693,946)	(1,714,726)	8,962,112	21%
40000 Adult Probation							
Operating Expenditures	890,890	-	890,890	(15,494)	(2,291)	873,105	2%
Transfers	92,000	-	92,000	-	-	92,000	0%
	982,890	-	982,890	(15,494)	(2,291)	965,105	2%
45000 Health							
Salaries & Benefits	1,440,163	(58,358)	1,381,805	-	(228,377)	1,153,428	17%
Operating Expenditures	66,226	81,380	147,606	(107,878)	(17,592)	22,136	85%
Transfers	10,000	-	10,000	-	-	10,000	0%
	1,516,389	23,022	1,539,411	(107,878)	(245,969)	1,185,564	23%
45200 Indigent Health Care							
Salaries & Benefits	206,474	-	206,474	-	(38,052)	168,422	18%
Operating Expenditures	2,073,175	-	2,073,175	(153,812)	(43,050)	1,876,313	9%
	2,279,649	-	2,279,649	(153,812)	(81,102)	2,044,735	10%
45300 Water Lab							
Salaries & Benefits	251,542	-	251,542	-	(33,691)	217,851	13%
Operating Expenditures	65,100	-	65,100	(8,661)	(10,424)	46,015	29%
	316,642	-	316,642	(8,661)	(44,115)	263,866	17%
46000 Children Protective Services							
Operating Expenditures	95,600	-	95,600	(32,051)	(6,927)	56,622	41%
Transfers	45,000	-	45,000	-	-	45,000	0%
	140,600	-	140,600	(32,051)	(6,927)	101,622	28%
47000 Environmental Health							
Salaries & Benefits	1,517,248	-	1,517,248	-	(247,535)	1,269,713	16%
Operating Expenditures	82,095	-	82,095	(6,183)	(7,041)	68,871	16%
Transfers	120,000	-	120,000	-	(120,000)	-	100%
	1,719,343	-	1,719,343	(6,183)	(374,576)	1,338,584	22%
49000 County Welfare							
Salaries & Benefits	63,384	-	63,384	-	(14,137)	49,247	22%
Operating Expenditures	11,900	-	11,900	(1,021)	(83)	10,796	9%
	75,284	-	75,284	(1,021)	(14,219)	60,044	20%
50000 Mental Health							
Operating Expenditures	268,800	-	268,800	-	(67,200)	201,600	25%
	268,800	-	268,800	-	(67,200)	201,600	25%
51000 Actions							
Operating Expenditures	70,000	-	70,000	-	(70,000)	-	100%
	70,000	-	70,000	-	(70,000)	-	100%
52000 Helpline							
Operating Expenditures	20,000	-	20,000	-	(20,000)	-	100%
	20,000	-	20,000	-	(20,000)	-	100%

Budget to Actuals for Year 2026

10/1/2025 thru 11/30/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
53000 Marine Protection Service							
Operating Expenditures	12,000	-	12,000	-	(12,000)	-	100%
	12,000	-	12,000	-	(12,000)	-	100%
55000 Library Administration							
Salaries & Benefits	7,477,702	-	7,477,702	-	(1,265,642)	6,212,060	17%
Operating Expenditures	1,551,600	15,000	1,566,600	(552,391)	(327,972)	686,237	56%
	9,029,302	15,000	9,044,302	(552,391)	(1,593,614)	6,898,297	24%
56000 Parks							
Salaries & Benefits	4,182,570	-	4,182,570	-	(723,416)	3,459,154	17%
Operating Expenditures	866,150	-	866,150	(363,465)	(128,493)	374,191	57%
Capital	1,237,775	-	1,237,775	(125,076)	(44,930)	1,067,768	14%
Transfers	1,133,218	-	1,133,218	-	-	1,133,218	0%
	7,419,713	-	7,419,713	(488,542)	(896,840)	6,034,331	19%
57000 Fairgrounds							
Salaries & Benefits	80,677	-	80,677	-	(13,716)	66,961	17%
Operating Expenditures	320,128	-	320,128	(38,919)	(45,654)	235,555	26%
Capital	158,550	-	158,550	-	(29,774)	128,776	19%
	559,355	-	559,355	(38,919)	(89,144)	431,292	23%
58000 Museum							
Salaries & Benefits	683,301	-	683,301	-	(112,118)	571,183	16%
Operating Expenditures	53,772	-	53,772	(38,754)	(583)	14,435	73%
Capital	197,114	-	197,114	-	-	197,114	0%
	934,187	-	934,187	(38,754)	(112,701)	782,732	16%
60000 Agriculture Extension							
Salaries & Benefits	584,145	(20,022)	564,123	-	(94,766)	469,357	17%
Operating Expenditures	41,725	-	41,725	(5,546)	(2,862)	33,317	20%
	625,870	(20,022)	605,848	(5,546)	(97,628)	502,674	17%
65000 Flood Plain Administrator							
Salaries & Benefits	325,263	-	325,263	-	(56,474)	268,789	17%
Operating Expenditures	9,017	-	9,017	(775)	(3,052)	5,190	42%
	334,280	-	334,280	(775)	(59,526)	273,978	18%
Total Fund: 10000	**197,429,192**	**(65,200)**	**197,363,992**	**(10,761,600)**	**(31,728,873)**	**154,873,519**	**22%**
Fund: 10100-General Fund - Construction							
56000 Parks							
Capital	-	-	-	16,984	(16,984)	-	0%
	-	-	-	16,984	(16,984)	-	0%
57000 Fairgrounds							
Capital	-	-	-	1,475	(1,475)	-	0%
	-	-	-	1,475	(1,475)	-	0%
Total Fund: 10100	**-**	**-**	**-**	**18,459**	**(18,459)**	**-**	**0%**
Fund: 10200-Juv Prob Fees							
36000 Juvenile Probation							
Operating Expenditures	2,000	-	2,000	-	-	2,000	0%
	2,000	-	2,000	-	-	2,000	0%
Total Fund: 10200	**2,000**	**-**	**2,000**	**-**	**-**	**2,000**	**0%**
Fund: 10340-Constable 4 Marine Team							

Budget to Actuals for Year 2026

10/1/2025 thru 11/30/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
32400 Constable-Precinct 4							
Capital	-	-	-	54,280	(54,280)	-	0%
	-	-	-	54,280	(54,280)	-	0%
Total Fund: 10340	**-**	**-**	**-**	**54,280**	**(54,280)**	**-**	**0%**
Fund: 10350-Sheriff Special Response Team							
30000 County Sheriff							
Operating Expenditures	20,000	-	20,000	9,482	(9,880)	19,602	2%
	20,000	-	20,000	9,482	(9,880)	19,602	2%
Total Fund: 10350	**20,000**	**-**	**20,000**	**9,482**	**(9,880)**	**19,602**	**2%**
Fund: 10351-Sheriff Drone Team							
30000 County Sheriff							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
Total Fund: 10351	**-**	**-**	**-**	**-**	**-**	**-**	**0%**
Fund: 10352-Sheriff Marine Team							
30000 County Sheriff							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
Total Fund: 10352	**-**	**-**	**-**	**-**	**-**	**-**	**0%**
Fund: 10353-Sheriff Dive Team							
30000 County Sheriff							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
Total Fund: 10353	**-**	**-**	**-**	**-**	**-**	**-**	**0%**
Fund: 10400-Env Health-Retail Food Permits							
47000 Environmental Health							
Salaries & Benefits	219,866	-	219,866	-	(38,302)	181,564	17%
	219,866	-	219,866	-	(38,302)	181,564	17%
Total Fund: 10400	**219,866**	**-**	**219,866**	**-**	**(38,302)**	**181,564**	**17%**
Fund: 10600-Fire Training Field							
34100 Fire Protection							
Operating Expenditures	1,000	-	1,000	-	(142)	858	14%
	1,000	-	1,000	-	(142)	858	14%
Total Fund: 10600	**1,000**	**-**	**1,000**	**-**	**(142)**	**858**	**14%**
Fund: 10700-Parks Special Events							
56000 Parks							
Operating Expenditures	2,000	-	2,000	(1,000)	-	1,000	50%
	2,000	-	2,000	(1,000)	-	1,000	50%
Total Fund: 10700	**2,000**	**-**	**2,000**	**(1,000)**	**-**	**1,000**	**50%**
Fund: 10710-Parks SFA Special Projects							
56020 Parks-SFA Munson Historical							
Operating Expenditures	1,000	-	1,000	-	-	1,000	0%
	1,000	-	1,000	-	-	1,000	0%

Budget to Actuals for Year 2026

10/1/2025 thru 11/30/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Total Fund: 10710	**1,000**	**-**	**1,000**	**-**	**-**	**1,000**	**0%**
Fund: 10850-CPS-Donations							
46000 Children Protective Services							
Operating Expenditures	20,900	-	20,900	(1,326)	-	19,574	6%
	20,900	-	20,900	(1,326)	-	19,574	6%
Total Fund: 10850	**20,900**	**-**	**20,900**	**(1,326)**	**-**	**19,574**	**6%**
Fund: 20000-Road and Bridge Non-Construct							
22000 Information Systems							
Operating Expenditures	15,000	-	15,000	-	(2,307)	12,693	15%
	15,000	-	15,000	-	(2,307)	12,693	15%
71000 RB South Service Center							
Salaries & Benefits	3,781,438	(168,000)	3,613,438	-	(589,842)	3,023,596	16%
Operating Expenditures	1,471,250	100,000	1,571,250	(755,677)	(246,459)	569,114	64%
Capital	788,966	-	788,966	(777,985)	-	10,981	99%
	6,041,654	(68,000)	5,973,654	(1,533,662)	(836,301)	3,603,690	40%
72000 RB Central Service Center							
Salaries & Benefits	3,735,698	(438,000)	3,297,698	-	(564,740)	2,732,958	17%
Operating Expenditures	1,455,000	323,000	1,778,000	(803,126)	(393,629)	581,246	67%
Capital	800,000	-	800,000	(253,875)	(536,700)	9,426	99%
	5,990,698	(115,000)	5,875,698	(1,057,000)	(1,495,069)	3,323,629	43%
73000 RB North Service Center							
Salaries & Benefits	3,660,236	(195,000)	3,465,236	-	(617,842)	2,847,394	18%
Operating Expenditures	1,526,092	75,000	1,601,092	(408,845)	(261,188)	931,058	42%
Capital	733,908	-	733,908	(14,831)	-	719,077	2%
	5,920,236	(120,000)	5,800,236	(423,676)	(879,031)	4,497,529	22%
74000 RB West Service Center							
Salaries & Benefits	3,879,411	(390,000)	3,489,411	-	(523,336)	2,966,075	15%
Operating Expenditures	1,460,000	200,000	1,660,000	(726,517)	(105,617)	827,866	50%
Capital	800,472	-	800,472	(699,601)	(78,624)	22,247	97%
	6,139,883	(190,000)	5,949,883	(1,426,118)	(707,577)	3,816,189	36%
75000 Engineer's Office							
Salaries & Benefits	2,457,144	-	2,457,144	-	(395,014)	2,062,130	16%
Operating Expenditures	784,000	1,264,434	2,048,434	(141,897)	(383,257)	1,523,280	26%
Capital	267,000	37,566	304,566	(73,856)	(79,760)	150,950	50%
Transfers	2,542,189	-	2,542,189	-	-	2,542,189	0%
	6,050,333	1,302,000	7,352,333	(215,754)	(858,031)	6,278,548	15%
Total Fund: 20000	**30,157,804**	**809,000**	**30,966,804**	**(4,656,210)**	**(4,778,315)**	**21,532,279**	**30%**
Fund: 20500-Road and Bridge Construction							
71000 RB South Service Center							
Salaries & Benefits	-	168,000	168,000	-	(44,397)	123,603	26%
Operating Expenditures	2,000,000	-	2,000,000	(46,465)	(81,935)	1,871,600	6%
	2,000,000	168,000	2,168,000	(46,465)	(126,333)	1,995,203	8%
72000 RB Central Service Center							
Salaries & Benefits	-	438,000	438,000	-	-	438,000	0%
Operating Expenditures	2,000,000	-	2,000,000	(235,380)	-	1,764,620	12%
	2,000,000	438,000	2,438,000	(235,380)	-	2,202,620	10%
73000 RB North Service Center							
Salaries & Benefits	-	195,000	195,000	-	(9,465)	185,535	5%

Budget to Actuals for Year 2026

10/1/2025 thru 11/30/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	2,000,000	-	2,000,000	-	-	2,000,000	0%
	2,000,000	195,000	2,195,000	-	(9,465)	2,185,535	0%
74000 RB West Service Center							
Salaries & Benefits	-	390,000	390,000	-	(99,653)	290,347	26%
Operating Expenditures	2,000,000	-	2,000,000	(549,591)	(205,262)	1,245,147	38%
	2,000,000	390,000	2,390,000	(549,591)	(304,915)	1,535,494	36%
75000 Engineer's Office							
Operating Expenditures	750,000	119,270	869,270	(116,817)	(2,453)	750,000	14%
Capital	7,591,000	(2,119,270)	5,471,730	(134,377)	(17,684)	5,319,669	3%
	8,341,000	(2,000,000)	6,341,000	(251,193)	(20,138)	6,069,669	4%
Total Fund: 20500	**16,341,000**	**(809,000)**	**15,532,000**	**(1,082,629)**	**(460,850)**	**13,988,521**	**10%**
Fund: 39800-Law Library							
19900 Law Library							
Salaries & Benefits	90,718	-	90,718	-	(15,743)	74,975	17%
Operating Expenditures	325,550	-	325,550	(69,658)	(34,725)	221,167	32%
	416,268	-	416,268	(69,658)	(50,468)	296,142	29%
22000 Information Systems							
Operating Expenditures	6,000	-	6,000	(5,000)	(1,000)	-	100%
	6,000	-	6,000	(5,000)	(1,000)	-	100%
Total Fund: 39800	**422,268**	**-**	**422,268**	**(74,658)**	**(51,468)**	**296,142**	**30%**
Fund: 39900-Mosquito Control District							
22000 Information Systems							
Operating Expenditures	2,000	11,000	13,000	(3,405)	(1,149)	8,446	35%
	2,000	11,000	13,000	(3,405)	(1,149)	8,446	35%
49900 Mosquito Control							
Salaries & Benefits	1,449,123	-	1,449,123	-	(217,686)	1,231,437	15%
Operating Expenditures	1,510,150	-	1,510,150	(68,782)	(296,361)	1,145,007	24%
Capital	85,705	-	85,705	(77,460)	-	8,245	90%
	3,044,978	-	3,044,978	(146,242)	(514,046)	2,384,690	22%
Total Fund: 39900	**3,046,978**	**11,000**	**3,057,978**	**(149,647)**	**(515,195)**	**2,393,135**	**22%**
Fund: 60500-Airport Operating							
22000 Information Systems							
Operating Expenditures	37,600	(22,000)	15,600	(1,854)	(1,783)	11,964	23%
	37,600	(22,000)	15,600	(1,854)	(1,783)	11,964	23%
90000 Airport							
Salaries & Benefits	1,273,348	-	1,273,348	-	(223,273)	1,050,075	18%
Operating Expenditures	2,285,105	22,000	2,307,105	(248,080)	(310,424)	1,748,601	24%
Capital	1,445,005	-	1,445,005	-	-	1,445,005	0%
Transfers	41,000	-	41,000	-	-	41,000	0%
	5,044,458	22,000	5,066,458	(248,080)	(533,697)	4,284,681	15%
Total Fund: 60500	**5,082,058**	**-**	**5,082,058**	**(249,934)**	**(535,480)**	**4,296,645**	**15%**
Report Total	**252,746,066**	**(54,200)**	**252,691,866**	**(16,894,783)**	**(38,191,244)**	**197,605,840**	**22%**

Balance Sheet for Year 2026

as of 11/30/2025

Note: Fund Balance is only adjusted at end of year; fund balance is as of 9/30/2025

Account	Fund Groups				
	General Funds	Road and Bridge	Law Library	Mosquito Control	Airport
Assets					
Cash in Bank	(12,779,499)	3,165,846	(118,516)	125,716	(2,440,928)
Cash on Hand	35,030	100	200		100
Investments	60,658,147	36,589,671	137,792	452,011	
Accounts Receivable	1,539,605	1,851,921	244	32,970	235,335
Interest Receivable	137,599				
Inventory	11,320	690,650		571,488	94,526
Prepaid	3,670,573	(1,957)	(16)	(773)	8,544
Amt Provided/Gen LT Debt					2,141,320
Non-current Assets	16,018,156				
Capital Assets	10,144				11,537,363
	69,301,075	42,296,231	19,703	1,181,411	11,576,260
Liabilities					
Accounts Payable - Other	(330,685)	(499,694)	(633)	(19)	(23,607)
AP-State of Texas Court Costs	(497,218)				
AP-State of Texas Other Liab	(88,034)	(671)	(35)	(2)	(5)
AP-Governmental Entities	(884)				
AP-Payroll Liabilities	(7,099,645)	(920,118)	(5,074)	(69,613)	(72,341)
AP Due to Others	(735,449)				
Tax Office Liabilities	(26,603,347)				
Due to Agency Groups	(2,615,411)	(6,134,345)		(30,029)	(70,502)
Non Current Liabilities					(837,006)
	(37,970,674)	(7,554,827)	(5,742)	(99,662)	(1,003,461)
Fund Equity					
Fund Balance	(4,569,321)	(36,750,210)	(10,089)	(1,400,289)	(8,836,717)
Unassigned Fund Balance	(47,883,787)				
	(52,453,107)	(36,750,210)	(10,089)	(1,400,289)	(8,836,717)

Statement of Changes in Fund Balance

as of 11/30/2025

Fund	10/31/2025 Unaudited Fund Balance	Month Ending Nov 30, 2025 Receipts	Disbursements	Transfers In/ (Out)	11/30/2025 Unaudited Fund Balance
Fund 10000-General Fund	37,014,542	9,073,285	(15,775,972)	-	30,311,856
Fund 10100-General Fund - Construction	(3,080)	-	(15,379)	-	(18,459)
Fund 10200-Juv Prob Fees	7,880	54	-	-	7,934
Fund 10300-Unclaimed Juvenile Restitution	12,392	-	-	-	12,392
Fund 10340-Constable 4 Marine Team	55,286	2	(54,280)	-	1,008
Fund 10350-Sheriff Special Response Team	(3,757)	(6)	-	-	(3,763)
Fund 10400-Env Health-Retail Food Permits	42,088	7,190	(19,825)	-	29,453
Fund 10500-District Clerk Contingency	886,228	1,963	-	-	888,191
Fund 10600-Fire Training Field	13,968	22	(142)	-	13,848
Fund 10700-Parks Special Events	27,506	45	-	-	27,550
Fund 10710-Parks SFA Special Projects	10,887	17	-	-	10,904
Fund 10850-CPS-Donations	48,252	1,234	-	-	49,486
Total General Fund Group	38,112,192	9,083,806	(15,865,597)	-	31,330,401
Fund 20000-Road and Bridge Non-Construct	35,366,076	2,967,129	(3,130,952)	-	35,202,253
Fund 20500-Road and Bridge Construction	(121,245)	2	(339,606)	-	(460,849)
Total Road and Bridge Funds	35,244,830	2,967,131	(3,470,557)	-	34,741,404
Fund 39800-Law Library	23,555	33,221	(42,815)	-	13,961
Fund 39900-Mosquito Control District	1,010,854	186,885	(115,990)	-	1,081,749
Total Special Revenue Funds	1,034,409	220,106	(158,804)	-	1,095,710
Fund 41000-2016 Limited Tax Rfd (2006 CO)	1,288,975	4,310	-	-	1,293,285
Fund 42000-2021 Gen Oblig Rfd (2012 CO)	106,875	126,238	-	-	233,114
Fund 42100-2018 Cert of Oblig-I,S	531,597	43,126	-	-	574,723
Fund 42200-2021 CO-Courthouse Campus I,S	1,577,120	266,362	-	-	1,843,483
Fund 44000-Toll Road-SH288-I&S	(82,080,300)	2,053	-	291,450	(81,786,797)
Fund 44100-Toll Road-288EXT-I&S	(30,626,985)	67	(4,200)	105,400	(30,525,718)
Fund 45000-Road Bonds-Mobility-I,S	2,698,571	220,728	-	-	2,919,299
Total Debt Service Funds	(106,504,146)	662,884	(4,200)	396,850	(105,448,613)

Fund balances presented herein are representative of only a month's snapshot of activity and may be skewed based on timing of revenues and expenditures. The most recent audited fund balance is as of 09/30/2024 and may be found on the balance sheet report contained in this reporting package.

Statement of Changes in Fund Balance

as of 11/30/2025

Fund 60500-Airport Operating	8,925,096	239,054	(312,140)	-	8,852,010
Total Enterprise Funds	8,925,096	239,054	(312,140)	-	8,852,010
Report Total	**(23,187,620)**	**13,172,981**	**(19,811,298)**	**396,850**	**(29,429,087)**

Fund balances presented herein are representative of only a month's snapshot of activity and may be skewed based on timing of revenues and expenditures. The most recent audited fund balance is as of 09/30/2024 and may be found on the balance sheet report contained in this reporting package.

Debt Service Payment Schedules

Fiscal Year 2026

Limited Tax Refunding Bonds, Series 2016

On January 28, 2016, the County issued the Limited Tax Refunding Bonds, Series 2016 in the amount of $8,125,000. These bonds provided funds to advance refund the Combination Tax and Revenue Certificates of Obligation, Series 2006 in the amount of $8,770,000. The advance refunding occurred on the call date of March 1, 2016.

True Interest Cost: 2.207 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2026	26,750.00	1,070,000.00		1,096,750.00
Total	**26,750.00**	**1,070,000.00**	**0.00**	**1,096,750.00**

Unlimited Tax Refunding Bonds, Series 2016

On January 28, 2016, the County issued the Unlimited Tax Refunding Bonds, Series 2016 in the amount of $8,425,000. These bonds provided funds to advance refund the Unlimited Tax Road Bonds, Series 2006 in the amount of $9,235,000. The advance refunding occurred on the call date of March 1, 2016.

True Interest Cost: 2.376 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2026	52,125.00	1,015,000.00	26,750.00	1,093,875.00
2027	26,750.00	1,070,000.00		1,096,750.00
Total	**78,875.00**	**2,085,000.00**	**26,750.00**	**2,190,625.00**

Certificates of Obligation, Series 2018

On August 23, 2018, the County issued the Certificates of Obligation, Series 2018 in the amount of $8,120,000. These certificates were issued for the purpose of generating funds for numerous facilities project improvements.

True Interest Cost: 3.496 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2026	145,450.00	370,000.00	136,200.00	651,650.00
2027	136,200.00	390,000.00	126,450.00	652,650.00
2028	126,450.00	410,000.00	116,200.00	652,650.00
2029	116,200.00	430,000.00	105,450.00	651,650.00
2030	105,450.00	455,000.00	94,075.00	654,525.00
2031	94,075.00	475,000.00	82,200.00	651,275.00
2032	82,200.00	500,000.00	69,700.00	651,900.00
2033	69,700.00	525,000.00	59,200.00	653,900.00
2034	59,200.00	545,000.00	48,300.00	652,500.00
2035	48,300.00	570,000.00	36,900.00	655,200.00
2036	36,900.00	590,000.00	25,100.00	652,000.00
2037	25,100.00	615,000.00	12,800.00	652,900.00
2038	12,800.00	640,000.00		652,800.00
Total	**1,058,025.00**	**6,515,000.00**	**912,575.00**	**8,485,600.00**

Debt Service Payment Schedules

Fiscal Year 2026

Unlimited Tax Refunding Bonds, Series 2018

On August 23, 2018, the County issued the Unlimited Tax Refunding Bonds, Series 2018 in the amount of $4,415,000. These bonds provided funds to advance refund the Unlimited Tax Road Bonds, Series 2008 in the amount of $4,810,000. The advance refunding occurred on the call date of March 1, 2019. These refunding bonds were calculated to provide cash flow savings of $382,786 and an economic gain (net present value of savings) of $323,910.

True Interest Cost: 2.648 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2026	39,125.00	495,000.00	26,750.00	560,875.00
2027	26,750.00	520,000.00	13,750.00	560,500.00
2028	13,750.00	550,000.00		563,750.00
Total	**79,625.00**	**1,565,000.00**	**40,500.00**	**1,685,125.00**

Unlimited Tax Road Refunding Bonds, Series 2020

On January 23, 2020, the County issued the Unlimited Tax Refunding Bonds, Series 2020 in the amount of $9,840,000. These bonds provided funds to advance refund the Unlimited Tax Road Bonds, Series 2010B in the amounts of $11,701,056. The advance refunding occurred on the call date of March 1, 2020. These refunding bonds were calculated to provide cash flow savings of $1,471,414 and an economic gain (net present value of savings) of $1,123,861.

True Interest Cost: 1.721 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2026	137,750.00	995,000.00	112,875.00	1,245,625.00
2027	112,875.00	1,050,000.00	86,625.00	1,249,500.00
2028	86,625.00	1,100,000.00	59,125.00	1,245,750.00
2029	59,125.00	1,155,000.00	30,250.00	1,244,375.00
2030	30,250.00	1,210,000.00		1,240,250.00
Total	**426,625.00**	**5,510,000.00**	**288,875.00**	**6,225,500.00**

Debt Service Payment Schedules

Fiscal Year 2026

Certificates of Obligation, Series 2021

On November 3, 2021, the County issued the Certificates of Obligation, Series 2021 in the amount of $86,895,000. These certificates were issued for the purpose of generating funds for the County Courthouse Campus Expansion Project.

True Interest Cost: 2.577 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2026	1,656,950.00	2,010,000.00	1,606,700.00	5,273,650.00
2027	1,606,700.00	2,740,000.00	1,538,200.00	5,884,900.00
2028	1,538,200.00	2,880,000.00	1,466,200.00	5,884,400.00
2029	1,466,200.00	3,025,000.00	1,390,575.00	5,881,775.00
2030	1,390,575.00	3,180,000.00	1,311,075.00	5,881,650.00
2031	1,311,075.00	3,325,000.00	1,244,575.00	5,880,650.00
2032	1,244,575.00	3,465,000.00	1,175,275.00	5,884,850.00
2033	1,175,275.00	3,605,000.00	1,103,175.00	5,883,450.00
2034	1,103,175.00	3,750,000.00	1,028,175.00	5,881,350.00
2035	1,028,175.00	3,905,000.00	950,075.00	5,883,250.00
2036	950,075.00	4,065,000.00	868,775.00	5,883,850.00
2037	868,775.00	4,210,000.00	805,625.00	5,884,400.00
2038	805,625.00	4,335,000.00	740,600.00	5,881,225.00
2039	740,600.00	4,470,000.00	673,550.00	5,884,150.00
2040	673,550.00	4,605,000.00	604,475.00	5,883,025.00
2041	604,475.00	4,745,000.00	533,300.00	5,882,775.00
2042	533,300.00	4,915,000.00	435,000.00	5,883,300.00
2043	435,000.00	5,115,000.00	332,700.00	5,882,700.00
2044	332,700.00	5,325,000.00	226,200.00	5,883,900.00
2045	226,200.00	5,540,000.00	115,400.00	5,881,600.00
2046	115,400.00	5,770,000.00		5,885,400.00
Total	**19,806,600.00**	**84,980,000.00**	**18,149,650.00**	**122,936,250.00**

Debt Service Payment Schedules

Fiscal Year 2026

Limited Tax Refunding Bonds, Series 2021

On December 16, 2021, the County issued the Limited Tax Refunding Bonds, Series 2021 in the amount of $15,815,000. These bonds provided funds to advance refund the Certificates of Obligation, Series 2012. The advance refunding is scheduled to occur on the call date of March 1, 2022. These refunding bonds were calculated to provide cash flow savings of $2,859,143.66 and an economic gain (net present value of savings) of $2,622,642.48.

True Interest Cost: 1.360 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2026	286,975.00	1,450,000.00	250,725.00	1,987,700.00
2027	250,725.00	1,530,000.00	212,475.00	1,993,200.00
2028	212,475.00	1,610,000.00	172,225.00	1,994,700.00
2029	172,225.00	1,685,000.00	130,100.00	1,987,325.00
2030	130,100.00	1,775,000.00	85,725.00	1,990,825.00
2031	85,725.00	1,865,000.00	39,100.00	1,989,825.00
2032	39,100.00	1,955,000.00		1,994,100.00
Total	**1,177,325.00**	**11,870,000.00**	**890,350.00**	**13,937,675.00**

Unlimited Tax Refunding Bonds, Series 2021

On December 16, 2021, the County issued the Unlimited Tax Refunding Bonds, Series 2021 in the amount of $4,555,000. These bonds provided funds to advance refund the Unlimited Tax Road Bonds, Series 2012. The advance refunding is scheduled to occur on the call date of March 1, 2022. These refunding bonds were calculated to provide cash flow savings of $477,816.59 and an economic gain (net present value of savings) of $437,236.03.

True Interest Cost: 1.340 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2026	67,500.00	425,000.00	59,000.00	551,500.00
2027	59,000.00	445,000.00	50,100.00	554,100.00
2028	50,100.00	460,000.00	40,900.00	551,000.00
2029	40,900.00	485,000.00	31,200.00	557,100.00
2030	31,200.00	500,000.00	21,200.00	552,400.00
2031	21,200.00	520,000.00	10,800.00	552,000.00
2032	10,800.00	540,000.00		550,800.00
Total	**280,700.00**	**3,375,000.00**	**213,200.00**	**3,868,900.00**

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.18. **1/27/2026**

FY 2026: Line Item Transfers

General Fund	Category	Fund	Dept	Amount
Non-Departmental	470610 (Excess Tax Sale Proceeds)	10000	14900	($7,100)
County Court at Law 4	520000 (Operating)	10000	15004	$1,800
County Court at Law 4	590000 (Capital)	10000	15004	$5,300

Transfer needed for office supplies, books, supplements, and replacement ice/water machine.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.19. **1/27/2026**

Auditor’s Monthly Report - December 2025

Accept the County Auditor's Monthly Report for December 2025 into record per Local Government Code §114.023.

BRAZORIA COUNTY, TEXAS

MONTHLY UNAUDITED FINANCIAL REPORT

For the Month Ended
December 31, 2025

BRAZORIA COUNTY, TEXAS

MONTHLY UNAUDITED FINANCIAL REPORT

Prepared by

BRAZORIA COUNTY AUDITOR

Kaysie Stewart, CPA
County Auditor

BRAZORIA COUNTY, TEXAS
Unaudited Monthly Financial Report

As of
December 31, 2025

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Note: Charts and other information provided in accordance with (Local Govt Code §ll4.023(b)(1) and §ll4.025 (a)(5))

KAYSIE STEWART, CPA
BRAZORIA COUNTY AUDITOR
237 E. LOCUST, SUITE 403
ANGLETON, TX 77515

TELEPHONE:
Courthouse (979) 864-1276
Brazosport (979) 388-1276
Houston (281) 756-1276

February 10, 2026

The Board of Judges
The Commissioners' Court
Brazoria County, Texas

Honorable Judges and Commissioners:

The unaudited and unadjusted Monthly Financial Report of Brazoria County, Texas as of and for the three months ended December 31, 2025, is submitted herewith in accordance with Section 114.023 of the Texas Local Government Code and was prepared by the County Auditor's Office staff. These statements are reported on a budgetary basis which is not in accordance with generally accepted accounting principles.

Due to the size of the county, and the significant volume of financial information contained in the books and records, our office has chosen not to present each fund individually monthly. Rather, we have identified a group of funds composed of two of the County's major funds and their sub-funds (General, Road and Bridge), along with other funds which are typically brought before Court on a budgetary basis (Law Library, Mosquito Control, and Airport). Should you desire to see detailed information contained in a fund which has not been identified as most relevant for the monthly presentation, please contact my office and we will be happy to assist you.

Current and historical data related to the County's half cent sales tax is provided for your reference. The Schedule of Revenues shows the budgeted amounts versus the year-to-date actual balances. The Schedule of Expenditures included herein shows the adjusted budget, the year-to-date activity, current encumbrance, and the remainder in the budget. Included in the Financial Statements are balance sheets for the General Fund, Road & Bridge Fund, Law Library Fund, Mosquito Control Fund, and Airport Fund. The Statement of Changes in Fund Balance shows balances on hand at the beginning and end of the month for the General Fund, Road & Bridge Fund, Law Library Fund, Mosquito Control Fund, and Airport Fund. The schedule of transfers, when applicable, includes all funds. The Debt Service Payment Schedule is also presented for your reference, for fiscal year 2025. Our intention is for this report to be useful for you, so we welcome your suggestions for the contents of this submission.

This report is designed to provide a general overview of Brazoria County's finances for all those with an interest in the County's finances at a specific point during the fiscal year. However, the reader should note that the report does not include those disclosures associated with, and usually made a part of, audited financial statements. Additionally, due to the statutory duties of the County Auditor, I am not independent with regard to these financial reports as defined by the professional standards of the American Institute of Certified Public Accountants. However, these financial statements were prepared, and the financial accounting records were maintained with objectivity and due professional care. Questions concerning any of the information provided in this report should be addressed to Brazoria County Auditor, 237 E. Locust, Suite 403 Angleton, Texas 77515.

Respectfully submitted,

Kaysie Stewart

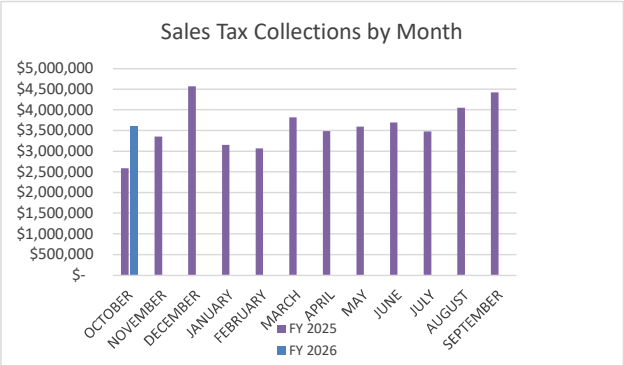
Kaysie Stewart, CPA
Brazoria County Auditor

BRAZORIA COUNTY HALF CENT SALES TAX

Fiscal Year Ended September 30, 2026

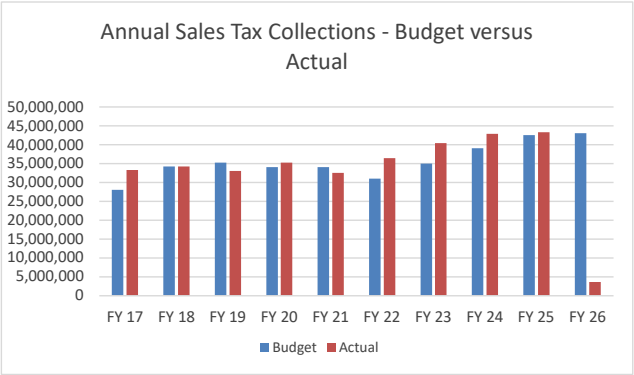
CURRENT SALES TAX COLLECTIONS COMPARISON

	FY 2025	FY 2026	DIFF	%
OCTOBER	$ 2,590,598	$ 3,606,073	$ 1,015,475	39.20%
NOVEMBER	$ 3,352,546		$ (3,352,546)	-100.00%
DECEMBER	$ 4,567,501		$ (4,567,501)	-100.00%
JANUARY	$ 3,154,249		$ (3,154,249)	-100.00%
FEBRUARY	$ 3,070,480		$ (3,070,480)	-100.00%
MARCH	$ 3,819,082		$ (3,819,082)	-100.00%
APRIL	$ 3,485,677		$ (3,485,677)	-100.00%
MAY	$ 3,594,018		$ (3,594,018)	-100.00%
JUNE	$ 3,690,961		$ (3,690,961)	-100.00%
JULY	$ 3,476,058		$ (3,476,058)	-100.00%
AUGUST	$ 4,053,271		$ (4,053,271)	-100.00%
SEPTEMBER	$ 4,424,008		$ (4,424,008)	-100.00%
TOTAL	$ 43,278,449	$ 3,606,073	$ (39,672,376)	-1060.80%



SALES TAX HISTORY BY MONTH REMITTED TO COUNTY

Month Collected/ Month Remitted	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26
OCT / DEC	2,370,762	2,761,724	2,688,403	2,903,267	2,470,404	2,675,997	2,918,977	3,129,605	2,590,598	3,606,073
NOV / JAN	2,836,834	2,628,696	2,445,797	2,959,313	2,329,923	2,915,362	3,187,114	3,258,002	3,352,546	-
DEC / FEB	3,025,724	3,355,280	3,223,811	4,879,325	3,191,485	3,417,308	4,235,575	4,222,460	4,567,501	-
JAN / MAR	2,403,784	2,469,154	2,419,518	2,650,236	2,289,106	2,582,007	3,358,801	3,336,617	3,154,249	-
FEB / APR	2,848,424	2,547,052	2,463,806	2,525,579	2,180,322	2,674,322	2,896,108	3,005,923	3,070,480	-
MAR / MAY	3,217,762	3,215,527	3,070,484	3,165,793	3,066,626	3,446,518	3,784,669	3,699,623	3,819,082	-
APR / JUN	2,606,749	2,813,563	2,559,583	3,284,410	2,830,660	2,936,560	3,004,854	3,422,540	3,485,677	-
MAY / JUL	2,774,951	2,825,395	2,707,673	2,645,958	2,722,243	3,017,869	3,304,495	3,365,688	3,594,018	-
JUN / AUG	3,543,149	3,029,214	2,787,642	3,003,985	2,982,129	3,441,777	4,007,709	3,946,694	3,690,961	-
JUL / SEPT	2,442,438	2,577,899	2,939,101	2,319,781	2,738,182	2,968,517	3,198,125	4,050,506	3,476,058	-
AUG / OCT	2,349,851	3,077,481	2,761,600	2,300,406	2,727,955	3,097,322	3,237,062	3,480,157	4,053,281	-
SEP / NOV	2,891,665	2,894,158	2,952,287	2,592,087	3,024,952	3,277,671	3,255,439	3,929,890	4,424,008	-



SALES TAX BY FISCAL YEAR

	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26
Budget	28,000,000	34,250,000	35,250,000	34,000,000	34,000,000	31,000,000	35,000,000	39,000,000	42,500,000	43,000,000
Actual	33,312,092	34,195,142	33,019,705	35,230,141	32,553,987	36,451,230	40,388,928	42,847,705	43,278,459	3,606,073

Aggregate Revenue for Year 2026

10/01/2025 thru 12/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Fund: 10000-General Fund					
Tax Revenue	137,733,382	-	137,733,382	28,743,984	(108,989,398)
Other Constitutional Tax	43,000,000	-	43,000,000	3,606,073	(39,393,927)
Penalty and Interest	730,000	-	730,000	87,094	(642,906)
Licenses and Permits	2,143,800	-	2,143,800	329,563	(1,814,237)
Grant Revenue	167,000	-	167,000	18,660	(148,340)
Shared Revenue	680,000	-	680,000	111,224	(568,776)
Fees of Office	6,960,500	340,000	7,300,500	947,873	(6,352,627)
Library Revenue Fees	55,075	-	55,075	5,727	(49,348)
Legislative Fees	992,100	-	992,100	261,118	(730,982)
Other Fees	736,350	-	736,350	180,886	(555,464)
Fines and Forfeitures	2,415,000	-	2,415,000	725,107	(1,689,893)
Investment Income	4,500,000	-	4,500,000	614,903	(3,885,097)
Sale of Assets	1,000	-	1,000	354	(646)
Contributions	-	-	-	700	700
Miscellaneous Revenue	2,086,000	25,000	2,111,000	431,243	(1,679,757)
Total Fund: 10000	**202,200,207**	**365,000**	**202,565,207**	**36,064,510**	**(166,500,697)**
Fund: 10200-Juv Prob Fees					
Other Fees	-	-	-	40	40
Investment Income	400	-	400	53	(347)
Total Fund: 10200	**400**	**-**	**400**	**93**	**(307)**
Fund: 10300-Unclaimed Juvenile Restitution					
Fines and Forfeitures	-	-	-	797	797
Total Fund: 10300	**-**	**-**	**-**	**797**	**797**
Fund: 10340-Constable 4 Marine Team					
Investment Income	-	-	-	259	259
Total Fund: 10340	**-**	**-**	**-**	**259**	**259**
Fund: 10350-Sheriff Special Response Team					
Investment Income	-	-	-	(24)	(24)
Transfers	20,000	-	20,000	20,000	-
Total Fund: 10350	**20,000**	**-**	**20,000**	**19,976**	**(24)**
Fund: 10400-Env Health-Retail Food Permits					
Licenses and Permits	109,500	-	109,500	22,580	(86,920)
Transfers	120,000	-	120,000	-	(120,000)
Total Fund: 10400	**229,500**	**-**	**229,500**	**22,580**	**(206,920)**
Fund: 10500-District Clerk Contingency					
Other Fees	-	-	-	40	40
Investment Income	30,000	-	30,000	6,729	(23,271)
Total Fund: 10500	**30,000**	**-**	**30,000**	**6,769**	**(23,231)**
Fund: 10600-Fire Training Field					
Investment Income	200	-	200	87	(113)
Total Fund: 10600	**200**	**-**	**200**	**87**	**(113)**
Fund: 10700-Parks Special Events					

Aggregate Revenue for Year 2026

10/01/2025 thru 12/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Investment Income	500	-	500	173	(327)
Contributions	-	-	-	125	125
Total Fund: 10700	**500**	**-**	**500**	**298**	**(202)**
Fund: 10710-Parks SFA Special Projects					
Other Fees	800	-	800	308	(492)
Investment Income	-	-	-	67	67
Miscellaneous Revenue	-	-	-	-	-
Total Fund: 10710	**800**	**-**	**800**	**376**	**(424)**
Fund: 10850-CPS-Donations					
Investment Income	800	-	800	305	(495)
Contributions	4,000	-	4,000	3,640	(360)
Total Fund: 10850	**4,800**	**-**	**4,800**	**3,945**	**(855)**
Fund: 20000-Road and Bridge Non-Construct					
Tax Revenue	39,471,506	-	39,471,506	8,627,077	(30,844,430)
Penalty and Interest	240,000	-	240,000	31,855	(208,145)
Grant Revenue	80,000	-	80,000	83,877	3,877
Shared Revenue	2,900,000	-	2,900,000	520,920	(2,379,080)
Fees of Office	40,000	-	40,000	45,166	5,166
Road and Bridge Fees	810,000	-	810,000	199,449	(610,551)
Investment Income	1,000,000	-	1,000,000	341,007	(658,993)
Sale of Assets	-	-	-	931	931
Miscellaneous Revenue	500,000	-	500,000	29,697	(470,303)
Total Fund: 20000	**45,041,506**	**-**	**45,041,506**	**9,879,980**	**(35,161,526)**
Fund: 20500-Road and Bridge Construction					
Fees of Office	-	-	-	(5)	(5)
Total Fund: 20500	**-**	**-**	**-**	**(5)**	**(5)**
Fund: 39800-Law Library					
Legislative Fees	205,000	-	205,000	76,495	(128,505)
Investment Income	8,000	-	8,000	2,018	(5,982)
Miscellaneous Revenue	11,000	-	11,000	3,299	(7,701)
Total Fund: 39800	**224,000**	**-**	**224,000**	**81,812**	**(142,188)**
Fund: 39900-Mosquito Control District					
Tax Revenue	3,032,091	-	3,032,091	662,024	(2,370,067)
Penalty and Interest	12,500	-	12,500	1,993	(10,507)
Fees of Office	-	-	-	(1)	(1)
Investment Income	40,000	-	40,000	5,824	(34,176)
Total Fund: 39900	**3,084,591**	**-**	**3,084,591**	**669,841**	**(2,414,750)**
Fund: 41000-2016 Limited Tax Rfd (2006 CO)					
Tax Revenue	-	-	-	1,683	1,683
Penalty and Interest	7,000	-	7,000	916	(6,084)
Investment Income	60,000	-	60,000	10,230	(49,770)
Total Fund: 41000	**67,000**	**-**	**67,000**	**12,829**	**(54,171)**
Fund: 42000-2021 Gen Oblig Rfd (2012 CO)					

Aggregate Revenue for Year 2026

10/01/2025 thru 12/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Tax Revenue	2,052,727	-	2,052,727	448,676	(1,604,051)
Penalty and Interest	13,000	-	13,000	1,695	(11,305)
Investment Income	12,000	-	12,000	860	(11,140)
Total Fund: 42000	**2,077,727**	**-**	**2,077,727**	**451,231**	**(1,626,496)**
Fund: 42100-2018 Cert of Oblig-I,S					
Tax Revenue	686,465	-	686,465	150,155	(536,310)
Penalty and Interest	5,000	-	5,000	639	(4,361)
Investment Income	20,000	-	20,000	3,401	(16,599)
Total Fund: 42100	**711,465**	**-**	**711,465**	**154,196**	**(557,269)**
Fund: 42200-2021 CO-Courthouse Campus I,S					
Tax Revenue	4,320,731	-	4,320,731	942,709	(3,378,022)
Penalty and Interest	16,000	-	16,000	2,400	(13,600)
Investment Income	85,000	-	85,000	10,309	(74,691)
Total Fund: 42200	**4,421,731**	**-**	**4,421,731**	**955,418**	**(3,466,313)**
Fund: 44000-Toll Road-SH288-I&S					
Tax Revenue	-	-	-	154	154
Penalty and Interest	-	-	-	118	118
Total Fund: 44000	**-**	**-**	**-**	**272**	**272**
Fund: 45000-Road Bonds-Mobility-I,S					
Tax Revenue	3,505,098	-	3,505,098	765,109	(2,739,989)
Penalty and Interest	20,000	-	20,000	2,506	(17,494)
Investment Income	118,000	-	118,000	21,123	(96,877)
Total Fund: 45000	**3,643,098**	**-**	**3,643,098**	**788,738**	**(2,854,360)**
Fund: 60500-Airport Operating					
Fees of Office	-	-	-	(1)	(1)
Miscellaneous Revenue	-	-	-	-	-
Enterprise Revenue	3,212,667	-	3,212,667	763,883	(2,448,784)
Total Fund: 60500	**3,212,667**	**-**	**3,212,667**	**763,882**	**(2,448,785)**
Report Total	**264,970,192**	**365,000**	**265,335,192**	**49,877,884**	**(215,457,308)**

Budget to Actuals for Year 2026

10/1/2025 thru 12/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Fund: 10000-General Fund							
10000 County Judge							
Salaries & Benefits	931,446	-	931,446	-	(223,481)	707,965	24%
Operating Expenditures	19,500	-	19,500	(1,703)	(623)	17,174	12%
	950,946	-	950,946	(1,703)	(224,104)	725,139	24%
10100 Comm. South Service Center							
Salaries & Benefits	473,527	-	473,527	-	(121,188)	352,339	26%
Operating Expenditures	10,225	-	10,225	(775)	(166)	9,284	9%
	483,752	-	483,752	(775)	(121,354)	361,623	25%
10200 Comm. Central Service Center							
Salaries & Benefits	493,784	-	493,784	-	(127,136)	366,648	26%
Operating Expenditures	7,600	-	7,600	-	-	7,600	0%
	501,384	-	501,384	-	(127,136)	374,248	25%
10300 Comm. North Service Center							
Salaries & Benefits	510,012	-	510,012	-	(124,889)	385,123	24%
Operating Expenditures	10,672	-	10,672	(205)	(409)	10,058	6%
	520,684	-	520,684	(205)	(125,298)	395,180	24%
10400 Comm. West Service Center							
Salaries & Benefits	523,018	-	523,018	-	(136,476)	386,542	26%
Operating Expenditures	8,450	-	8,450	(500)	(335)	7,615	10%
	531,468	-	531,468	(500)	(136,811)	394,157	26%
12000 County Clerk							
Salaries & Benefits	3,462,688	-	3,462,688	-	(864,739)	2,597,949	25%
Operating Expenditures	42,550	-	42,550	(9,298)	(6,386)	26,866	37%
	3,505,238	-	3,505,238	(9,298)	(871,124)	2,624,815	25%
13000 Veteran's Service							
Salaries & Benefits	267,904	-	267,904	-	(73,331)	194,574	27%
Operating Expenditures	2,650	-	2,650	(696)	(496)	1,458	45%
	270,554	-	270,554	(696)	(73,827)	196,031	28%
14000 Emergency Management							
Salaries & Benefits	832,194	-	832,194	-	(131,265)	700,929	16%
Operating Expenditures	24,699	-	24,699	(7,254)	(1,877)	15,568	37%
	856,893	-	856,893	(7,254)	(133,142)	716,497	16%
14900 Non-Departmental							
Operating Expenditures	8,144,000	-	8,144,000	(60,300)	(723,983)	7,359,717	10%
Capital	-	-	-	35,197	(35,197)	-	0%
	8,144,000	-	8,144,000	(25,103)	(759,180)	7,359,717	10%
15001 County Court at Law 1							
Salaries & Benefits	576,367	-	576,367	-	(143,932)	432,435	25%
Operating Expenditures	302,725	-	302,725	(509)	(66,530)	235,686	22%
	879,092	-	879,092	(509)	(210,463)	668,121	24%
15002 County Court at Law 2							
Salaries & Benefits	540,301	-	540,301	-	(134,725)	405,576	25%
Operating Expenditures	374,080	-	374,080	(860)	(63,354)	309,867	17%
	914,381	-	914,381	(860)	(198,079)	715,442	22%
15003 County Court at Law 3							
Salaries & Benefits	597,607	-	597,607	-	(148,468)	449,139	25%
Operating Expenditures	302,700	-	302,700	(1,769)	(89,351)	211,580	30%
	900,307	-	900,307	(1,769)	(237,819)	660,719	27%
15004 County Court at Law 4							
Salaries & Benefits	613,015	-	613,015	-	(152,626)	460,389	25%

Budget to Actuals for Year 2026

10/1/2025 thru 12/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	363,100	-	363,100	(2,069)	(65,784)	295,247	19%
	976,115	-	976,115	(2,069)	(218,410)	755,636	23%
15900 Probate Court Investigations							
Salaries & Benefits	208,868	-	208,868	-	(54,071)	154,797	26%
Operating Expenditures	3,837	-	3,837	(600)	(137)	3,100	19%
	212,705	-	212,705	(600)	(54,208)	157,897	26%
16000 District Courts							
Salaries & Benefits	1,008,527	-	1,008,527	-	(269,011)	739,516	27%
Operating Expenditures	118,450	-	118,450	(9,434)	(29,103)	79,913	33%
	1,126,977	-	1,126,977	(9,434)	(298,114)	819,429	27%
16149 District Court-149th							
Salaries & Benefits	326,011	-	326,011	-	(83,547)	242,464	26%
Operating Expenditures	675,525	-	675,525	-	(174,756)	500,769	26%
	1,001,536	-	1,001,536	-	(258,303)	743,233	26%
16239 District Court-239th							
Salaries & Benefits	329,357	-	329,357	-	(83,934)	245,423	25%
Operating Expenditures	760,000	-	760,000	-	(149,075)	610,925	20%
	1,089,357	-	1,089,357	-	(233,009)	856,348	21%
16300 District Court-300th							
Salaries & Benefits	341,707	-	341,707	-	(87,797)	253,910	26%
Operating Expenditures	622,500	-	622,500	-	(175,319)	447,181	28%
Transfers	450,000	-	450,000	-	-	450,000	0%
	1,414,207	-	1,414,207	-	(263,116)	1,151,091	19%
16412 District Court-412th							
Salaries & Benefits	339,714	-	339,714	-	(87,310)	252,404	26%
Operating Expenditures	980,000	-	980,000	-	(214,779)	765,221	22%
	1,319,714	-	1,319,714	-	(302,089)	1,017,625	23%
16461 District Court-461st							
Salaries & Benefits	324,873	-	324,873	-	(83,261)	241,612	26%
Operating Expenditures	470,000	-	470,000	-	(190,877)	279,123	41%
	794,873	-	794,873	-	(274,139)	520,734	34%
17000 District Clerk							
Salaries & Benefits	3,530,078	-	3,530,078	-	(887,305)	2,642,773	25%
Operating Expenditures	62,185	-	62,185	(17,582)	(3,726)	40,877	34%
	3,592,263	-	3,592,263	(17,582)	(891,031)	2,683,650	25%
18110 Justice of the Peace 1,1							
Salaries & Benefits	696,767	-	696,767	-	(177,944)	518,823	26%
Operating Expenditures	12,583	-	12,583	(4,756)	(2,406)	5,420	57%
	709,350	-	709,350	(4,756)	(180,350)	524,244	26%
18120 Justice of the Peace 1,2							
Salaries & Benefits	650,756	-	650,756	-	(171,058)	479,698	26%
Operating Expenditures	147,175	-	147,175	(58,424)	(26,157)	62,594	57%
	797,931	-	797,931	(58,424)	(197,215)	542,292	32%
18210 Justice of the Peace 2,1							
Salaries & Benefits	640,936	-	640,936	-	(168,720)	472,216	26%
Operating Expenditures	10,145	-	10,145	(1,346)	(1,288)	7,511	26%
	651,081	-	651,081	(1,346)	(170,009)	479,726	26%
18220 Justice of the Peace 2,2							
Salaries & Benefits	657,883	-	657,883	-	(170,295)	487,588	26%

Budget to Actuals for Year 2026

10/1/2025 thru 12/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	9,275	-	9,275	(2,545)	(1,405)	5,325	43%
	667,158	-	667,158	(2,545)	(171,700)	492,913	26%
18310 Justice of the Peace 3,1							
Salaries & Benefits	575,415	-	575,415	-	(132,395)	443,020	23%
Operating Expenditures	118,220	-	118,220	(34,278)	(2,897)	81,045	31%
	693,635	-	693,635	(34,278)	(135,292)	524,065	24%
18320 Justice of the Peace 3,2							
Salaries & Benefits	550,677	-	550,677	-	(141,724)	408,953	26%
Operating Expenditures	9,400	-	9,400	(1,702)	(4,098)	3,600	62%
	560,077	-	560,077	(1,702)	(145,823)	412,552	26%
18410 Justice of the Peace 4,1							
Salaries & Benefits	654,136	-	654,136	-	(164,030)	490,106	25%
Operating Expenditures	10,550	-	10,550	(2,976)	(3,560)	4,013	62%
	664,686	-	664,686	(2,976)	(167,591)	494,119	26%
18420 Justice of the Peace 4,2							
Salaries & Benefits	742,854	-	742,854	-	(181,443)	561,411	24%
Operating Expenditures	25,085	-	25,085	(6,538)	(8,538)	10,008	60%
	767,939	-	767,939	(6,538)	(189,981)	571,419	26%
19000 Judicial Miscellaneous							
Salaries & Benefits	504,710	-	504,710	-	(104,985)	399,725	21%
Operating Expenditures	1,824,750	-	1,824,750	(452,914)	(263,271)	1,108,565	39%
Transfers	40,000	-	40,000	-	(4,275)	35,725	11%
	2,369,460	-	2,369,460	(452,914)	(372,531)	1,544,015	35%
19005 Language Access							
Operating Expenditures	-	-	-	(500)	(1,228)	(1,728)	0%
	-	-	-	(500)	(1,228)	(1,728)	0%
19100 Indigent Defense							
Salaries & Benefits	268,139	-	268,139	-	(69,581)	198,558	26%
Operating Expenditures	4,971	-	4,971	(2,750)	(1,650)	571	89%
	273,110	-	273,110	(2,750)	(71,231)	199,129	27%
19200 Bail Bond Board							
Salaries & Benefits	161,787	-	161,787	-	(41,785)	120,002	26%
Operating Expenditures	3,050	-	3,050	-	(182)	2,868	6%
	164,837	-	164,837	-	(41,967)	122,870	25%
19300 District Attorney							
Salaries & Benefits	12,434,461	-	12,434,461	-	(3,115,864)	9,318,597	25%
Operating Expenditures	200,691	-	200,691	(75,576)	(29,169)	95,946	52%
Capital	165,000	-	165,000	(112,600)	-	52,400	68%
Transfers	478,000	-	478,000	-	-	478,000	0%
	13,278,152	-	13,278,152	(188,176)	(3,145,033)	9,944,943	25%
19900 Law Library							
Transfers	70,000	-	70,000	-	-	70,000	0%
	70,000	-	70,000	-	-	70,000	0%
20100 County Auditor							
Salaries & Benefits	2,392,710	-	2,392,710	-	(616,930)	1,775,780	26%
Operating Expenditures	20,000	-	20,000	653	(5,653)	15,000	25%
	2,412,710	-	2,412,710	653	(622,583)	1,790,780	26%
20200 Purchasing							
Salaries & Benefits	902,255	-	902,255	-	(230,758)	671,497	26%

Budget to Actuals for Year 2026

10/1/2025 thru 12/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	30,849	-	30,849	(9,661)	(9,103)	12,085	61%
	933,104	-	933,104	(9,661)	(239,861)	683,582	27%
20300 County Treasurer							
Salaries & Benefits	450,538	-	450,538	-	(116,473)	334,065	26%
Operating Expenditures	72,850	-	72,850	(49,646)	(11,354)	11,850	84%
	523,388	-	523,388	(49,646)	(127,827)	345,915	34%
20400 Human Resources							
Salaries & Benefits	1,136,915	-	1,136,915	-	(275,597)	861,318	24%
Operating Expenditures	179,615	-	179,615	(80,111)	(37,632)	61,872	66%
	1,316,530	-	1,316,530	(80,111)	(313,229)	923,190	30%
21000 Tax Assessor-Collector							
Salaries & Benefits	4,711,613	-	4,711,613	-	(1,195,587)	3,516,026	25%
Operating Expenditures	199,268	-	199,268	(39,303)	(71,919)	88,047	56%
	4,910,881	-	4,910,881	(39,303)	(1,267,505)	3,604,073	27%
22000 Information Systems							
Salaries & Benefits	4,091,858	-	4,091,858	-	(1,035,513)	3,056,345	25%
Operating Expenditures	9,489,145	-	9,489,145	(966,591)	(3,143,773)	5,378,782	43%
Debt Services	347,000	-	347,000	-	-	347,000	0%
Capital	280,200	-	280,200	(29,488)	-	250,712	11%
Transfers	30,000	-	30,000	-	-	30,000	0%
	14,238,203	-	14,238,203	(996,079)	(4,179,285)	9,062,839	36%
23000 Appraisal District Assessment							
Operating Expenditures	1,443,899	-	1,443,899	-	(668,687)	775,212	46%
	1,443,899	-	1,443,899	-	(668,687)	775,212	46%
24000 Elections							
Salaries & Benefits	1,002,508	-	1,002,508	-	(279,859)	722,649	28%
Operating Expenditures	659,750	-	659,750	(47,805)	(10,833)	601,112	9%
Capital	95,900	-	95,900	(61,309)	-	34,591	64%
Transfers	-	-	-	-	-	-	0%
	1,758,158	-	1,758,158	(109,114)	(290,692)	1,358,352	23%
25000 Facilities Management							
Salaries & Benefits	2,586,465	-	2,586,465	-	(639,625)	1,946,840	25%
Operating Expenditures	4,699,400	-	4,699,400	(1,206,056)	(865,242)	2,628,102	44%
Capital	525,000	-	525,000	256,540	(441,551)	339,989	35%
	7,810,865	-	7,810,865	(949,516)	(1,946,418)	4,914,931	37%
26000 Property Insurance							
Operating Expenditures	2,450,000	-	2,450,000	-	(26,157)	2,423,843	1%
	2,450,000	-	2,450,000	-	(26,157)	2,423,843	1%
30000 County Sheriff							
Salaries & Benefits	26,615,476	(112,950)	26,502,526	-	(7,150,835)	19,351,691	27%
Operating Expenditures	4,391,061	-	4,391,061	(741,051)	(669,993)	2,980,018	32%
Capital	1,753,000	-	1,753,000	(644,378)	(991,306)	117,316	93%
Transfers	150,000	-	150,000	-	(29,953)	120,047	20%
	32,909,537	(112,950)	32,796,587	(1,385,429)	(8,842,086)	22,569,072	31%
30100 Animal Control							
Salaries & Benefits	675,584	-	675,584	-	(154,774)	520,810	23%
Operating Expenditures	102,700	-	102,700	(25,550)	(8,532)	68,618	33%
Capital	52,000	-	52,000	-	(44,070)	7,930	85%
	830,284	-	830,284	(25,550)	(207,376)	597,358	28%

Budget to Actuals for Year 2026

10/1/2025 thru 12/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
30200 Crime Lab							
Salaries & Benefits	864,889	-	864,889	-	(220,359)	644,530	25%
Operating Expenditures	276,200	-	276,200	(99,705)	(46,750)	129,746	53%
Capital	59,000	-	59,000	-	-	59,000	0%
	1,200,089	-	1,200,089	(99,705)	(267,109)	833,275	31%
30351 Drone Team							
Operating Expenditures	15,000	-	15,000	(3,026)	(137)	11,837	21%
	15,000	-	15,000	(3,026)	(137)	11,837	21%
30352 Marine Team							
Operating Expenditures	15,000	-	15,000	-	(65)	14,935	0%
	15,000	-	15,000	-	(65)	14,935	0%
30353 Dive Team							
Operating Expenditures	15,000	-	15,000	(6,820)	-	8,180	45%
	15,000	-	15,000	(6,820)	-	8,180	45%
30354 Honor Guard							
Operating Expenditures	7,500	-	7,500	-	-	7,500	0%
	7,500	-	7,500	-	-	7,500	0%
31000 Tx Dept of Public Safety (DPS)							
Salaries & Benefits	249,069	-	249,069	-	(64,061)	185,008	26%
Operating Expenditures	250	-	250	-	-	250	0%
	249,319	-	249,319	-	(64,061)	185,258	26%
32100 Constable-Precinct 1							
Salaries & Benefits	1,534,270	-	1,534,270	-	(410,601)	1,123,669	27%
Operating Expenditures	393,249	-	393,249	(130,408)	(35,635)	227,205	42%
Capital	115,333	-	115,333	-	(114,946)	387	100%
	2,042,852	-	2,042,852	(130,408)	(561,183)	1,351,261	34%
32200 Constable-Precinct 2							
Salaries & Benefits	1,151,660	-	1,151,660	-	(287,201)	864,459	25%
Operating Expenditures	198,944	-	198,944	(23,009)	(20,796)	155,139	22%
Capital	53,800	-	53,800	(56,937)	-	(3,137)	106%
	1,404,404	-	1,404,404	(79,946)	(307,997)	1,016,462	28%
32300 Constable-Precinct 3							
Salaries & Benefits	1,262,541	-	1,262,541	-	(337,223)	925,318	27%
Operating Expenditures	201,912	-	201,912	2,241	(61,030)	143,123	29%
	1,464,453	-	1,464,453	2,241	(398,254)	1,068,441	27%
32400 Constable-Precinct 4							
Salaries & Benefits	2,163,322	-	2,163,322	-	(556,898)	1,606,424	26%
Operating Expenditures	223,197	-	223,197	(121,340)	(28,303)	73,554	67%
Capital	112,000	-	112,000	183	(166,213)	(54,030)	148%
	2,498,519	-	2,498,519	(121,158)	(751,413)	1,625,948	35%
33000 Intensive CommunityServiceProg							
Salaries & Benefits	70,394	-	70,394	-	(11,862)	58,532	17%
Operating Expenditures	67,590	-	67,590	(9,905)	(12,970)	44,715	34%
	137,984	-	137,984	(9,905)	(24,832)	103,247	25%
34000 Ambulance EMS							
Operating Expenditures	96,000	-	96,000	-	-	96,000	0%
	96,000	-	96,000	-	-	96,000	0%
34100 Fire Protection							
Salaries & Benefits	71,542	-	71,542	-	(18,774)	52,768	26%
Operating Expenditures	546,799	-	546,799	-	(525,000)	21,799	96%
	618,341	-	618,341	-	(543,774)	74,567	88%

Budget to Actuals for Year 2026

10/1/2025 thru 12/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
35000 Detention Center							
Salaries & Benefits	17,384,872	29,750	17,414,622	-	(4,521,227)	12,893,395	26%
Operating Expenditures	9,355,350	-	9,355,350	(2,349,001)	(2,012,430)	4,993,919	47%
Capital	58,000	-	58,000	24,405	(71,808)	10,596	82%
	26,798,222	29,750	26,827,972	(2,324,596)	(6,605,465)	17,897,911	33%
36000 Juvenile Probation							
Salaries & Benefits	9,112,819	-	9,112,819	-	(2,175,557)	6,937,262	24%
Operating Expenditures	1,607,150	-	1,607,150	(535,119)	(375,942)	696,089	57%
Capital	40,815	-	40,815	-	-	40,815	0%
Transfers	610,000	-	610,000	-	(38,228)	571,772	6%
	11,370,784	-	11,370,784	(535,119)	(2,589,727)	8,245,938	27%
40000 Adult Probation							
Operating Expenditures	890,890	-	890,890	(14,352)	(87,471)	789,066	11%
Transfers	92,000	-	92,000	-	-	92,000	0%
	982,890	-	982,890	(14,352)	(87,471)	881,066	10%
45000 Health							
Salaries & Benefits	1,440,163	(65,358)	1,374,805	-	(342,171)	1,032,634	25%
Operating Expenditures	66,226	113,380	179,606	(67,891)	(58,555)	53,160	70%
Transfers	10,000	-	10,000	-	-	10,000	0%
	1,516,389	48,022	1,564,411	(67,891)	(400,726)	1,095,794	30%
45200 Indigent Health Care							
Salaries & Benefits	206,474	-	206,474	-	(56,410)	150,064	27%
Operating Expenditures	2,073,175	-	2,073,175	(155,420)	(176,833)	1,740,922	16%
	2,279,649	-	2,279,649	(155,420)	(233,243)	1,890,986	17%
45300 Water Lab							
Salaries & Benefits	251,542	-	251,542	-	(49,121)	202,421	20%
Operating Expenditures	65,100	-	65,100	(5,357)	(22,100)	37,643	42%
	316,642	-	316,642	(5,357)	(71,221)	240,064	24%
46000 Children Protective Services							
Operating Expenditures	95,600	-	95,600	(9,786)	(33,639)	52,175	45%
Transfers	45,000	-	45,000	-	-	45,000	0%
	140,600	-	140,600	(9,786)	(33,639)	97,175	31%
47000 Environmental Health							
Salaries & Benefits	1,517,248	-	1,517,248	-	(371,149)	1,146,099	24%
Operating Expenditures	82,095	-	82,095	(7,484)	(8,547)	66,064	20%
Transfers	120,000	-	120,000	-	(120,000)	-	100%
	1,719,343	-	1,719,343	(7,484)	(499,696)	1,212,163	29%
49000 County Welfare							
Salaries & Benefits	63,384	-	63,384	-	(20,065)	43,319	32%
Operating Expenditures	11,900	-	11,900	(971)	(186)	10,743	10%
	75,284	-	75,284	(971)	(20,250)	54,062	28%
50000 Mental Health							
Operating Expenditures	268,800	-	268,800	-	(67,200)	201,600	25%
	268,800	-	268,800	-	(67,200)	201,600	25%
51000 Actions							
Operating Expenditures	70,000	-	70,000	-	(70,000)	-	100%
	70,000	-	70,000	-	(70,000)	-	100%
52000 Helpline							
Operating Expenditures	20,000	-	20,000	-	(20,000)	-	100%
	20,000	-	20,000	-	(20,000)	-	100%

Budget to Actuals for Year 2026

10/1/2025 thru 12/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
53000 Marine Protection Service							
Operating Expenditures	12,000	-	12,000	-	(12,000)	-	100%
	12,000	-	12,000	-	(12,000)	-	100%
55000 Library Administration							
Salaries & Benefits	7,477,702	-	7,477,702	-	(1,894,395)	5,583,307	25%
Operating Expenditures	1,551,600	15,000	1,566,600	(444,423)	(539,294)	582,883	63%
	9,029,302	15,000	9,044,302	(444,423)	(2,433,689)	6,166,190	32%
56000 Parks							
Salaries & Benefits	4,182,570	-	4,182,570	-	(1,080,609)	3,101,961	26%
Operating Expenditures	866,150	-	866,150	(344,655)	(200,614)	320,881	63%
Capital	1,237,775	-	1,237,775	(95,287)	(90,203)	1,052,285	15%
Transfers	1,133,218	-	1,133,218	-	(9,618)	1,123,600	1%
	7,419,713	-	7,419,713	(439,942)	(1,381,044)	5,598,727	25%
57000 Fairgrounds							
Salaries & Benefits	80,677	-	80,677	-	(20,517)	60,160	25%
Operating Expenditures	320,128	-	320,128	(34,033)	(73,977)	212,118	34%
Capital	158,550	-	158,550	(96,013)	(29,774)	32,763	79%
	559,355	-	559,355	(130,046)	(124,268)	305,041	45%
58000 Museum							
Salaries & Benefits	683,301	-	683,301	-	(171,792)	511,509	25%
Operating Expenditures	53,772	-	53,772	(37,806)	(2,193)	13,773	74%
Capital	197,114	-	197,114	-	-	197,114	0%
	934,187	-	934,187	(37,806)	(173,986)	722,395	23%
60000 Agriculture Extension							
Salaries & Benefits	584,145	(20,022)	564,123	-	(142,260)	421,863	25%
Operating Expenditures	41,725	-	41,725	(7,707)	(4,575)	29,443	29%
	625,870	(20,022)	605,848	(7,707)	(146,835)	451,306	26%
65000 Flood Plain Administrator							
Salaries & Benefits	325,263	-	325,263	-	(84,661)	240,602	26%
Operating Expenditures	9,017	-	9,017	(760)	(3,068)	5,190	42%
	334,280	-	334,280	(760)	(87,729)	245,791	26%
Total Fund: 10000	**197,429,192**	**(40,200)**	**197,388,992**	**(9,109,408)**	**(47,709,427)**	**140,570,158**	**29%**
Fund: 10100-General Fund - Construction							
56000 Parks							
Capital	-	-	-	16,984	(16,984)	-	0%
	-	-	-	16,984	(16,984)	-	0%
57000 Fairgrounds							
Capital	-	-	-	1,475	(1,475)	-	0%
	-	-	-	1,475	(1,475)	-	0%
Total Fund: 10100	**-**	**-**	**-**	**18,459**	**(18,459)**	**-**	**0%**
Fund: 10200-Juv Prob Fees							
36000 Juvenile Probation							
Operating Expenditures	2,000	-	2,000	-	-	2,000	0%
	2,000	-	2,000	-	-	2,000	0%
Total Fund: 10200	**2,000**	**-**	**2,000**	**-**	**-**	**2,000**	**0%**
Fund: 10340-Constable 4 Marine Team							

Budget to Actuals for Year 2026

10/1/2025 thru 12/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
32400 Constable-Precinct 4							
Capital	-	-	-	54,280	(54,280)	-	0%
	-	-	-	54,280	(54,280)	-	0%
Total Fund: 10340	**-**	**-**	**-**	**54,280**	**(54,280)**	**-**	**0%**
Fund: 10350-Sheriff Special Response Team							
30000 County Sheriff							
Operating Expenditures	20,000	-	20,000	9,482	(9,880)	19,602	2%
	20,000	-	20,000	9,482	(9,880)	19,602	2%
Total Fund: 10350	**20,000**	**-**	**20,000**	**9,482**	**(9,880)**	**19,602**	**2%**
Fund: 10351-Sheriff Drone Team							
30000 County Sheriff							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
Total Fund: 10351	**-**	**-**	**-**	**-**	**-**	**-**	**0%**
Fund: 10352-Sheriff Marine Team							
30000 County Sheriff							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
Total Fund: 10352	**-**	**-**	**-**	**-**	**-**	**-**	**0%**
Fund: 10353-Sheriff Dive Team							
30000 County Sheriff							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
Total Fund: 10353	**-**	**-**	**-**	**-**	**-**	**-**	**0%**
Fund: 10400-Env Health-Retail Food Permits							
47000 Environmental Health							
Salaries & Benefits	219,866	-	219,866	-	(55,532)	164,334	25%
	219,866	-	219,866	-	(55,532)	164,334	25%
Total Fund: 10400	**219,866**	**-**	**219,866**	**-**	**(55,532)**	**164,334**	**25%**
Fund: 10600-Fire Training Field							
34100 Fire Protection							
Operating Expenditures	1,000	-	1,000	-	(213)	787	21%
	1,000	-	1,000	-	(213)	787	21%
Total Fund: 10600	**1,000**	**-**	**1,000**	**-**	**(213)**	**787**	**21%**
Fund: 10700-Parks Special Events							
56000 Parks							
Operating Expenditures	2,000	-	2,000	(1,000)	-	1,000	50%
	2,000	-	2,000	(1,000)	-	1,000	50%
Total Fund: 10700	**2,000**	**-**	**2,000**	**(1,000)**	**-**	**1,000**	**50%**
Fund: 10710-Parks SFA Special Projects							
56020 Parks-SFA Munson Historical							
Operating Expenditures	1,000	-	1,000	-	-	1,000	0%
	1,000	-	1,000	-	-	1,000	0%

Budget to Actuals for Year 2026

10/1/2025 thru 12/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Total Fund: 10710	**1,000**	**-**	**1,000**	**-**	**-**	**1,000**	**0%**
Fund: 10850-CPS-Donations							
46000 Children Protective Services							
Operating Expenditures	20,900	-	20,900	(441)	(885)	19,574	6%
	20,900	-	20,900	(441)	(885)	19,574	6%
Total Fund: 10850	**20,900**	**-**	**20,900**	**(441)**	**(885)**	**19,574**	**6%**
Fund: 20000-Road and Bridge Non-Construct							
22000 Information Systems							
Operating Expenditures	15,000	-	15,000	-	(2,307)	12,693	15%
	15,000	-	15,000	-	(2,307)	12,693	15%
71000 RB South Service Center							
Salaries & Benefits	3,781,438	(168,000)	3,613,438	-	(887,778)	2,725,660	25%
Operating Expenditures	1,471,250	100,000	1,571,250	(757,078)	(503,902)	310,270	80%
Capital	788,966	-	788,966	(777,985)	-	10,981	99%
	6,041,654	(68,000)	5,973,654	(1,535,063)	(1,391,680)	3,046,911	49%
72000 RB Central Service Center							
Salaries & Benefits	3,735,698	(438,000)	3,297,698	-	(842,150)	2,455,548	26%
Operating Expenditures	1,455,000	323,000	1,778,000	(713,306)	(562,591)	502,103	72%
Capital	800,000	-	800,000	(253,875)	(536,700)	9,426	99%
	5,990,698	(115,000)	5,875,698	(967,181)	(1,941,440)	2,967,077	50%
73000 RB North Service Center							
Salaries & Benefits	3,660,236	(195,000)	3,465,236	-	(933,704)	2,531,532	27%
Operating Expenditures	1,526,092	75,000	1,601,092	(415,353)	(381,455)	804,283	50%
Capital	733,908	-	733,908	(259,206)	-	474,702	35%
	5,920,236	(120,000)	5,800,236	(674,559)	(1,315,159)	3,810,517	34%
74000 RB West Service Center							
Salaries & Benefits	3,879,411	(390,000)	3,489,411	-	(823,158)	2,666,253	24%
Operating Expenditures	1,460,000	200,000	1,660,000	(612,636)	(255,833)	791,531	52%
Capital	800,472	-	800,472	(699,601)	(78,624)	22,247	97%
	6,139,883	(190,000)	5,949,883	(1,312,237)	(1,157,616)	3,480,031	42%
75000 Engineer's Office							
Salaries & Benefits	2,457,144	-	2,457,144	-	(587,557)	1,869,587	24%
Operating Expenditures	784,000	1,264,434	2,048,434	(62,075)	(465,977)	1,520,382	26%
Capital	267,000	37,566	304,566	(47,025)	(106,591)	150,950	50%
Transfers	2,542,189	-	2,542,189	-	-	2,542,189	0%
	6,050,333	1,302,000	7,352,333	(109,100)	(1,160,125)	6,083,109	17%
Total Fund: 20000	**30,157,804**	**809,000**	**30,966,804**	**(4,598,139)**	**(6,968,327)**	**19,400,338**	**37%**
Fund: 20500-Road and Bridge Construction							
71000 RB South Service Center							
Salaries & Benefits	-	168,000	168,000	-	(61,554)	106,446	37%
Operating Expenditures	2,000,000	-	2,000,000	(91,482)	(113,178)	1,795,340	10%
	2,000,000	168,000	2,168,000	(91,482)	(174,732)	1,901,786	12%
72000 RB Central Service Center							
Salaries & Benefits	-	438,000	438,000	-	-	438,000	0%
Operating Expenditures	2,000,000	-	2,000,000	(235,380)	-	1,764,620	12%
	2,000,000	438,000	2,438,000	(235,380)	-	2,202,620	10%
73000 RB North Service Center							
Salaries & Benefits	-	195,000	195,000	-	(9,465)	185,535	5%

Budget to Actuals for Year 2026

10/1/2025 thru 12/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	2,000,000	-	2,000,000	-	-	2,000,000	0%
	2,000,000	195,000	2,195,000	-	(9,465)	2,185,535	0%
74000 RB West Service Center							
Salaries & Benefits	-	390,000	390,000	-	(119,831)	270,169	31%
Operating Expenditures	2,000,000	-	2,000,000	(410,528)	(351,176)	1,238,296	38%
	2,000,000	390,000	2,390,000	(410,528)	(471,007)	1,508,465	37%
75000 Engineer's Office							
Operating Expenditures	750,000	119,270	869,270	(76,259)	(43,011)	750,000	14%
Capital	7,591,000	(2,119,270)	5,471,730	4,973	(209,541)	5,267,162	4%
	8,341,000	(2,000,000)	6,341,000	(71,286)	(252,552)	6,017,162	5%
Total Fund: 20500	**16,341,000**	**(809,000)**	**15,532,000**	**(808,675)**	**(907,756)**	**13,815,569**	**11%**
Fund: 39800-Law Library							
19900 Law Library							
Salaries & Benefits	90,718	-	90,718	-	(23,553)	67,165	26%
Operating Expenditures	325,550	-	325,550	(40,724)	(66,160)	218,666	33%
	416,268	-	416,268	(40,724)	(89,713)	285,831	31%
22000 Information Systems							
Operating Expenditures	6,000	-	6,000	(4,500)	(1,500)	-	100%
	6,000	-	6,000	(4,500)	(1,500)	-	100%
Total Fund: 39800	**422,268**	**-**	**422,268**	**(45,224)**	**(91,213)**	**285,831**	**32%**
Fund: 39900-Mosquito Control District							
22000 Information Systems							
Operating Expenditures	2,000	11,000	13,000	(4,277)	(2,129)	6,594	49%
	2,000	11,000	13,000	(4,277)	(2,129)	6,594	49%
49900 Mosquito Control							
Salaries & Benefits	1,449,123	-	1,449,123	-	(324,831)	1,124,292	22%
Operating Expenditures	1,510,150	-	1,510,150	(59,141)	(308,957)	1,142,052	24%
Capital	85,705	-	85,705	(77,460)	-	8,245	90%
	3,044,978	-	3,044,978	(136,601)	(633,789)	2,274,588	25%
Total Fund: 39900	**3,046,978**	**11,000**	**3,057,978**	**(140,878)**	**(635,918)**	**2,281,182**	**25%**
Fund: 60500-Airport Operating							
22000 Information Systems							
Operating Expenditures	37,600	(22,000)	15,600	(1,390)	(2,765)	11,445	27%
	37,600	(22,000)	15,600	(1,390)	(2,765)	11,445	27%
90000 Airport							
Salaries & Benefits	1,273,348	-	1,273,348	-	(331,859)	941,489	26%
Operating Expenditures	2,285,105	22,000	2,307,105	(218,407)	(487,979)	1,600,719	31%
Capital	1,445,005	-	1,445,005	-	-	1,445,005	0%
Transfers	41,000	-	41,000	-	-	41,000	0%
	5,044,458	22,000	5,066,458	(218,407)	(819,838)	4,028,213	20%
Total Fund: 60500	**5,082,058**	**-**	**5,082,058**	**(219,797)**	**(822,602)**	**4,039,658**	**21%**
Report Total	**252,746,066**	**(29,200)**	**252,716,866**	**(14,841,342)**	**(57,274,491)**	**180,601,033**	**29%**

Balance Sheet for Year 2026

as of 12/31/2025

Note: Fund Balance is only adjusted at end of year; fund balance is as of 9/30/2025

Account	Fund Groups				
	General Funds	Road and Bridge	Law Library	Mosquito Control	Airport
Assets					
Cash in Bank	(86,943,309)	6,658,915	(133,080)	472,546	(2,382,167)
Cash on Hand	35,030	100	200		100
Investments	274,550,039	36,710,822	138,240	453,480	
Accounts Receivable	1,657,147	1,864,884	244	32,970	127,759
Inventory	11,320	690,650		574,229	94,526
Prepaid	4,038,361	(12,380)	(22)	(1,065)	9,411
Amt Provided/Gen LT Debt					2,141,320
Non-current Assets	14,019,956				
Capital Assets	10,144				11,537,363
	207,378,687	45,912,990	5,582	1,532,161	11,528,312
Liabilities					
Accounts Payable - Other	(714,224)	(181,766)	(311)	(4,591)	(59,005)
AP-State of Texas Court Costs	(718,577)				
AP-State of Texas Other Liab	(116,012)	(671)	(35)	(2)	(1)
AP-Governmental Entities	(1,217)				
AP-Payroll Liabilities	(6,612,692)	(846,273)	(4,548)	(63,327)	(63,012)
AP Due to Others	(739,924)				
Tax Office Liabilities	(154,913,207)				
Due to Agency Groups	(2,613,099)	(6,134,345)		(30,029)	(70,502)
Non Current Liabilities					(837,006)
	(166,428,951)	(7,163,055)	(4,894)	(97,949)	(1,029,526)
Fund Equity					
Fund Balance	(4,569,321)	(36,750,210)	(10,089)	(1,400,289)	(8,836,717)
Unassigned Fund Balance	(47,883,787)				
	(52,453,107)	(36,750,210)	(10,089)	(1,400,289)	(8,836,717)

Note: The total receivable from Brazoria County Toll Road Authority is $. The current presentation of this report only includes the General Fund and Road & Bridge portions.

Statement of Changes in Fund Balance

as of 12/31/2025

Fund	11/30/2025 Unaudited Fund Balance	Month Ending Dec 31, 2025 Receipts	Disbursements	Transfers In/ (Out)	12/31/2025 Unaudited Fund Balance
Fund 10000-General Fund	30,311,856	25,588,566	(15,946,662)	(33,893)	39,919,867
Fund 10100-General Fund - Construction	(18,459)	-	-	-	(18,459)
Fund 10200-Juv Prob Fees	7,934	-	-	-	7,934
Fund 10300-Unclaimed Juvenile Restitution	12,392	-	-	-	12,392
Fund 10340-Constable 4 Marine Team	1,008	-	-	-	1,008
Fund 10350-Sheriff Special Response Team	(3,763)	-	-	20,000	16,237
Fund 10400-Env Health-Retail Food Permits	29,453	6,880	(17,230)	-	19,103
Fund 10500-District Clerk Contingency	888,191	1,034	-	-	889,225
Fund 10600-Fire Training Field	13,848	-	(71)	-	13,777
Fund 10700-Parks Special Events	27,550	-	-	-	27,550
Fund 10710-Parks SFA Special Projects	10,904	130	-	-	11,034
Fund 10850-CPS-Donations	49,486	1,466	(885)	-	50,067
Total General Fund Group	31,330,401	25,598,076	(15,964,849)	(13,893)	40,949,736
Fund 20000-Road and Bridge Non-Construct	35,202,253	6,645,455	(2,190,012)	-	39,657,696
Fund 20500-Road and Bridge Construction	(460,849)	(7)	(446,905)	-	(907,761)
Total Road and Bridge Funds	34,741,404	6,645,449	(2,636,917)	-	38,749,935
Fund 39800-Law Library	13,961	26,471	(39,745)	-	688
Fund 39900-Mosquito Control District	1,081,749	473,185	(120,722)	-	1,434,212
Total Special Revenue Funds	1,095,710	499,657	(160,467)	-	1,434,900
Fund 41000-2016 Limited Tax Rfd (2006 CO)	1,293,285	2,723	-	-	1,296,008
Fund 42000-2021 Gen Oblig Rfd (2012 CO)	233,114	319,592	-	-	552,706
Fund 42100-2018 Cert of Oblig-I,S	574,723	106,911	-	-	681,633
Fund 42200-2021 CO-Courthouse Campus I,S	1,843,483	671,839	(550)	-	2,514,771
Fund 44000-Toll Road-SH288-I&S	(81,786,797)	2,139	(1,300)	412,100	(81,373,858)
Fund 44100-Toll Road-288EXT-I&S	(30,525,718)	(65)	-	95,000	(30,430,784)
Fund 45000-Road Bonds-Mobility-I,S	2,919,299	548,548	-	-	3,467,847
Total Debt Service Funds	(105,448,613)	1,651,686	(1,850)	507,100	(103,291,677)

Fund balances presented herein are representative of only a month's snapshot of activity and may be skewed based on timing of revenues and expenditures. The most recent audited fund balance is as of 09/30/2024 and may be found on the balance sheet report contained in this reporting package.

Statement of Changes in Fund Balance

as of 12/31/2025

Fund 60500-Airport Operating	8,852,010	213,109	(287,123)	-	8,777,996
Total Enterprise Funds	8,852,010	213,109	(287,123)	-	8,777,996
Report Total	**(29,429,087)**	**34,607,976**	**(19,051,206)**	**493,207**	**(13,379,110)**

Fund balances presented herein are representative of only a month's snapshot of activity and may be skewed based on timing of revenues and expenditures. The most recent audited fund balance is as of 09/30/2024 and may be found on the balance sheet report contained in this reporting package.

Transfers for Year 2026

as of 12/31/2025

Fund Group	Transfers In	Transfers Out
General Fund Group		
General Fund	-	33,893
Restricted Funds	20,000	-
Special Revenue Funds		
Federal Grants	4,275	-
State Grants	9,618	-
Report Total	**33,893**	**33,893**

Debt Service Payment Schedules

Fiscal Year 2026

Limited Tax Refunding Bonds, Series 2016

On January 28, 2016, the County issued the Limited Tax Refunding Bonds, Series 2016 in the amount of $8,125,000. These bonds provided funds to advance refund the Combination Tax and Revenue Certificates of Obligation, Series 2006 in the amount of $8,770,000. The advance refunding occurred on the call date of March 1, 2016.

True Interest Cost: 2.207 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2026	26,750.00	1,070,000.00		1,096,750.00
Total	**26,750.00**	**1,070,000.00**	**0.00**	**1,096,750.00**

Unlimited Tax Refunding Bonds, Series 2016

On January 28, 2016, the County issued the Unlimited Tax Refunding Bonds, Series 2016 in the amount of $8,425,000. These bonds provided funds to advance refund the Unlimited Tax Road Bonds, Series 2006 in the amount of $9,235,000. The advance refunding occurred on the call date of March 1, 2016.

True Interest Cost: 2.376 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2026	52,125.00	1,015,000.00	26,750.00	1,093,875.00
2027	26,750.00	1,070,000.00		1,096,750.00
Total	**78,875.00**	**2,085,000.00**	**26,750.00**	**2,190,625.00**

Certificates of Obligation, Series 2018

On August 23, 2018, the County issued the Certificates of Obligation, Series 2018 in the amount of $8,120,000. These certificates were issued for the purpose of generating funds for numerous facilities project improvements.

True Interest Cost: 3.496 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2026	145,450.00	370,000.00	136,200.00	651,650.00
2027	136,200.00	390,000.00	126,450.00	652,650.00
2028	126,450.00	410,000.00	116,200.00	652,650.00
2029	116,200.00	430,000.00	105,450.00	651,650.00
2030	105,450.00	455,000.00	94,075.00	654,525.00
2031	94,075.00	475,000.00	82,200.00	651,275.00
2032	82,200.00	500,000.00	69,700.00	651,900.00
2033	69,700.00	525,000.00	59,200.00	653,900.00
2034	59,200.00	545,000.00	48,300.00	652,500.00
2035	48,300.00	570,000.00	36,900.00	655,200.00
2036	36,900.00	590,000.00	25,100.00	652,000.00
2037	25,100.00	615,000.00	12,800.00	652,900.00
2038	12,800.00	640,000.00		652,800.00
Total	**1,058,025.00**	**6,515,000.00**	**912,575.00**	**8,485,600.00**

Debt Service Payment Schedules

Fiscal Year 2026

Unlimited Tax Refunding Bonds, Series 2018

On August 23, 2018, the County issued the Unlimited Tax Refunding Bonds, Series 2018 in the amount of $4,415,000. These bonds provided funds to advance refund the Unlimited Tax Road Bonds, Series 2008 in the amount of $4,810,000. The advance refunding occurred on the call date of March 1, 2019. These refunding bonds were calculated to provide cash flow savings of $382,786 and an economic gain (net present value of savings) of $323,910.

True Interest Cost: 2.648 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2026	39,125.00	495,000.00	26,750.00	560,875.00
2027	26,750.00	520,000.00	13,750.00	560,500.00
2028	13,750.00	550,000.00		563,750.00
Total	**79,625.00**	**1,565,000.00**	**40,500.00**	**1,685,125.00**

Unlimited Tax Road Refunding Bonds, Series 2020

On January 23, 2020, the County issued the Unlimited Tax Refunding Bonds, Series 2020 in the amount of $9,840,000. These bonds provided funds to advance refund the Unlimited Tax Road Bonds, Series 2010B in the amounts of $11,701,056. The advance refunding occurred on the call date of March 1, 2020. These refunding bonds were calculated to provide cash flow savings of $1,471,414 and an economic gain (net present value of savings) of $1,123,861.

True Interest Cost: 1.721 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2026	137,750.00	995,000.00	112,875.00	1,245,625.00
2027	112,875.00	1,050,000.00	86,625.00	1,249,500.00
2028	86,625.00	1,100,000.00	59,125.00	1,245,750.00
2029	59,125.00	1,155,000.00	30,250.00	1,244,375.00
2030	30,250.00	1,210,000.00		1,240,250.00
Total	**426,625.00**	**5,510,000.00**	**288,875.00**	**6,225,500.00**

Debt Service Payment Schedules

Fiscal Year 2026

Certificates of Obligation, Series 2021

On November 3, 2021, the County issued the Certificates of Obligation, Series 2021 in the amount of $86,895,000. These certificates were issued for the purpose of generating funds for the County Courthouse Campus Expansion Project.

True Interest Cost: 2.577 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2026	1,656,950.00	2,010,000.00	1,606,700.00	5,273,650.00
2027	1,606,700.00	2,740,000.00	1,538,200.00	5,884,900.00
2028	1,538,200.00	2,880,000.00	1,466,200.00	5,884,400.00
2029	1,466,200.00	3,025,000.00	1,390,575.00	5,881,775.00
2030	1,390,575.00	3,180,000.00	1,311,075.00	5,881,650.00
2031	1,311,075.00	3,325,000.00	1,244,575.00	5,880,650.00
2032	1,244,575.00	3,465,000.00	1,175,275.00	5,884,850.00
2033	1,175,275.00	3,605,000.00	1,103,175.00	5,883,450.00
2034	1,103,175.00	3,750,000.00	1,028,175.00	5,881,350.00
2035	1,028,175.00	3,905,000.00	950,075.00	5,883,250.00
2036	950,075.00	4,065,000.00	868,775.00	5,883,850.00
2037	868,775.00	4,210,000.00	805,625.00	5,884,400.00
2038	805,625.00	4,335,000.00	740,600.00	5,881,225.00
2039	740,600.00	4,470,000.00	673,550.00	5,884,150.00
2040	673,550.00	4,605,000.00	604,475.00	5,883,025.00
2041	604,475.00	4,745,000.00	533,300.00	5,882,775.00
2042	533,300.00	4,915,000.00	435,000.00	5,883,300.00
2043	435,000.00	5,115,000.00	332,700.00	5,882,700.00
2044	332,700.00	5,325,000.00	226,200.00	5,883,900.00
2045	226,200.00	5,540,000.00	115,400.00	5,881,600.00
2046	115,400.00	5,770,000.00		5,885,400.00
Total	**19,806,600.00**	**84,980,000.00**	**18,149,650.00**	**122,936,250.00**

Debt Service Payment Schedules

Fiscal Year 2026

Limited Tax Refunding Bonds, Series 2021

On December 16, 2021, the County issued the Limited Tax Refunding Bonds, Series 2021 in the amount of $15,815,000. These bonds provided funds to advance refund the Certificates of Obligation, Series 2012. The advance refunding is scheduled to occur on the call date of March 1, 2022. These refunding bonds were calculated to provide cash flow savings of $2,859,143.66 and an economic gain (net present value of savings) of $2,622,642.48.

True Interest Cost: 1.360 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2026	286,975.00	1,450,000.00	250,725.00	1,987,700.00
2027	250,725.00	1,530,000.00	212,475.00	1,993,200.00
2028	212,475.00	1,610,000.00	172,225.00	1,994,700.00
2029	172,225.00	1,685,000.00	130,100.00	1,987,325.00
2030	130,100.00	1,775,000.00	85,725.00	1,990,825.00
2031	85,725.00	1,865,000.00	39,100.00	1,989,825.00
2032	39,100.00	1,955,000.00		1,994,100.00
Total	**1,177,325.00**	**11,870,000.00**	**890,350.00**	**13,937,675.00**

Unlimited Tax Refunding Bonds, Series 2021

On December 16, 2021, the County issued the Unlimited Tax Refunding Bonds, Series 2021 in the amount of $4,555,000. These bonds provided funds to advance refund the Unlimited Tax Road Bonds, Series 2012. The advance refunding is scheduled to occur on the call date of March 1, 2022. These refunding bonds were calculated to provide cash flow savings of $477,816.59 and an economic gain (net present value of savings) of $437,236.03.

True Interest Cost: 1.340 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2026	67,500.00	425,000.00	59,000.00	551,500.00
2027	59,000.00	445,000.00	50,100.00	554,100.00
2028	50,100.00	460,000.00	40,900.00	551,000.00
2029	40,900.00	485,000.00	31,200.00	557,100.00
2030	31,200.00	500,000.00	21,200.00	552,400.00
2031	21,200.00	520,000.00	10,800.00	552,000.00
2032	10,800.00	540,000.00		550,800.00
Total	**280,700.00**	**3,375,000.00**	**213,200.00**	**3,868,900.00**

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.20. **1/27/2026**

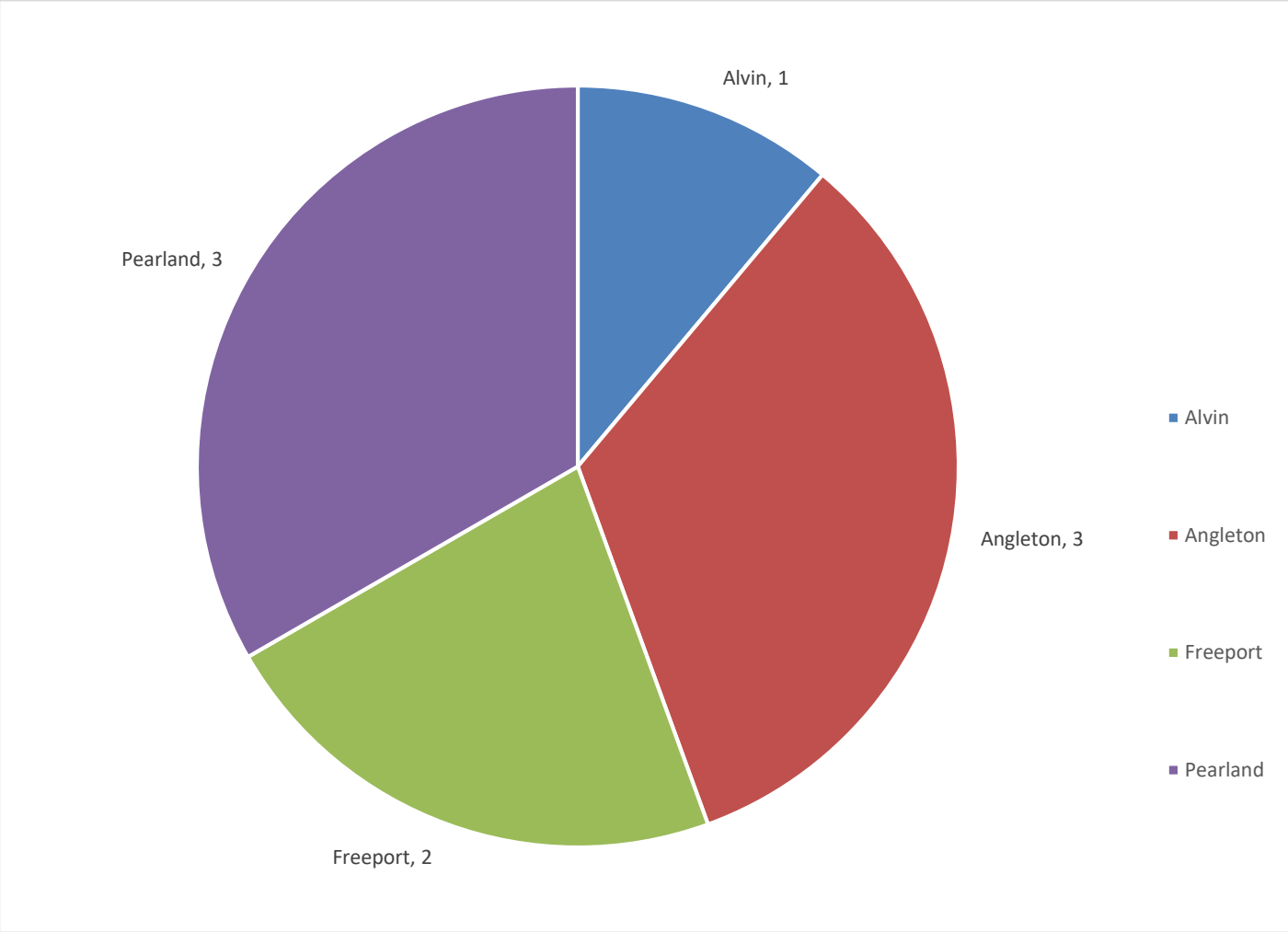
Monthly Welfare Reports

Approve the NRG CARE (Reliant Energy, Direct Energy, Stream, Xoom Energy, Green Mountain, Cirro and Discount Power) monthly Assistance Reports for the months of November 2025 and December 2025.

These reports show the cities where NRG CARE funds were utilized and the number of clients assisted in the month of December 2025.

RELIANT ENERGY - NRG CARE GRANT ASSISTANCE REPORT

November 2025

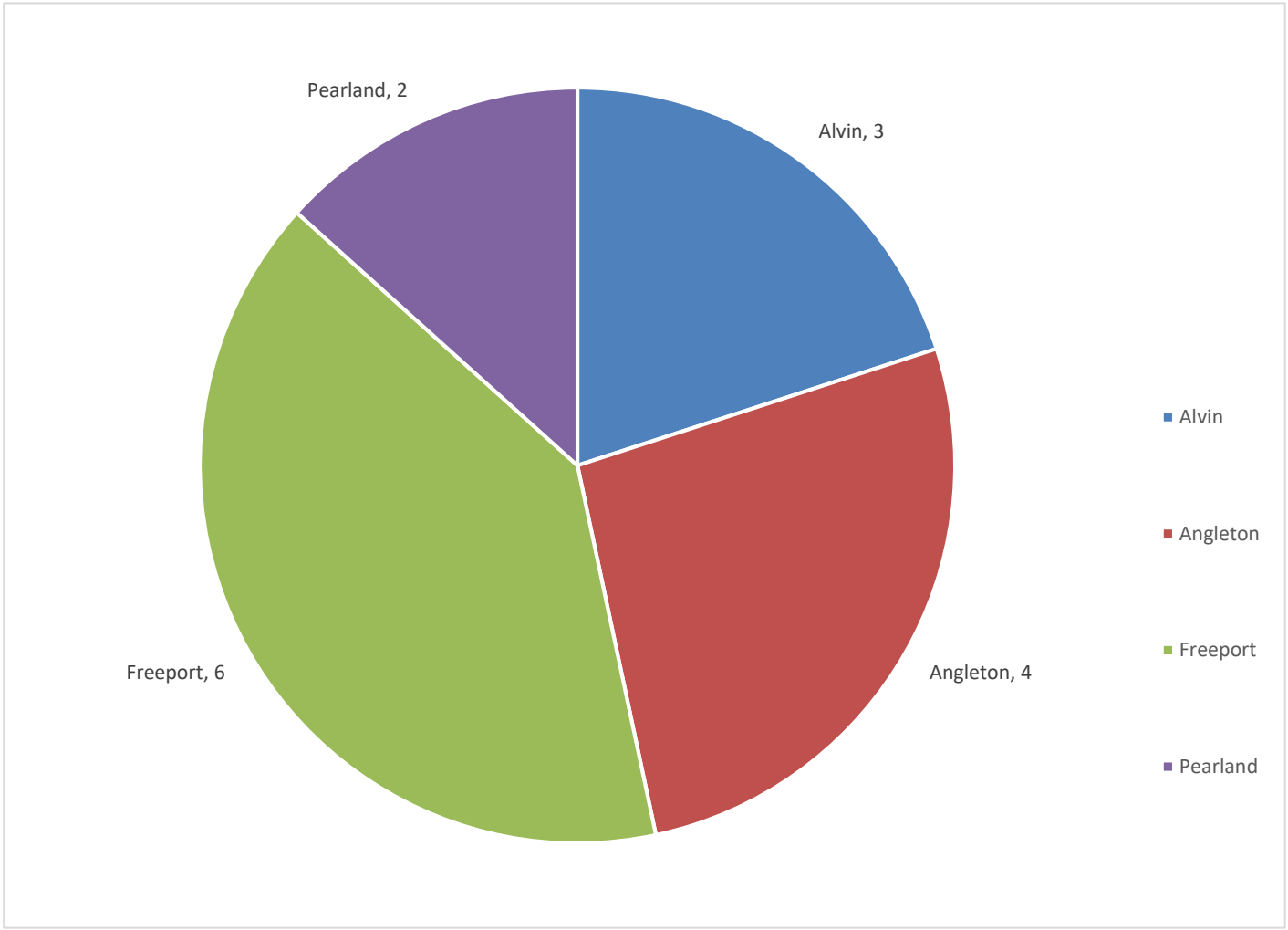


The above chart represents the number of clients from each City that were assisted in November 2025

TOTAL CLIENTS SEEN: 9

RELIANT ENERGY - NRG CARE GRANT ASSISTANCE REPORT

December 2025



The above chart represents the number of clients from each City that were assisted in December 2025

TOTAL CLIENTS SEEN: 15

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.21. **1/27/2026**

Brazoria County Housing Authority (Section 8) Administrative Plan

Approve the 2026 Brazoria County Housing Authority's Housing Choice Voucher Program Administrative Plan to comply with Housing Opportunities Through Modernization Act (HOTMA) requirements, and other changes necessary to reflect current operating practices.

BRAZORIA COUNTY HOUSING AUTHORITY
HOUSING CHOICE VOUCHER PROGRAM
ADMINISTRATIVE PLAN

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BRAZORIA COUNTY HOUSING AUTHORITY

SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

I. INTRODUCTION, STATEMENT OF APPROACH AND OBJECTIVES TO ADMINISTER THE SECTION 8 PROGRAMS

A. BACKGROUND

The Brazoria County Housing Authority (BCHA), was established, and empowered by the U. S. Department of Housing and Urban Development (HUD) with the responsibility and authority to administer the Housing Choice Voucher Program (commonly known as the Section 8 Program) on May 1, 2005. Previously the Section 8 program for Brazoria County was administered by the Texas Department of Housing and Community Development (TDHCA) with Brazoria County Welfare being the local operator.

The Section 8 Program was created by the Housing and Community Development Act of 1974 and amended by the Housing and Community Development Act of 1981. Congress authorized a demonstration program called the rental voucher program in 1984. Through the Housing and Community Development Act of 1987 came the Quality Housing and Work Responsibility Act of 1998 along with the final merger of the old certificate program with the voucher program creating the Housing Choice Voucher Program.

Brazoria County Housing Authority received its first Annual Contributions Contract (ACC) under the Section 8 Existing Housing Assistance Payments Program in 2005.

The administration of the Section 8 Housing Choice Voucher Program, its function, and responsibilities of the staff shall be in compliance with the HUD regulations, the Personnel Policies of the Housing Authority, the Fair Housing regulations, the Section 8 Administrative Plan, and applicable Standard Operating Procedures. All Federal, State and local housing laws will be followed and the Housing Authority will comply with the Brazoria County Consolidated Plan.

B. HOUSING AUTHORITY MISSION STATEMENT AND SECTION 8 PROGRAM OBJECTIVES

1. Mission Statement

The Housing Authority's mission is to serve the needs of low-income, very low- income and extremely low-income families in the Housing Authority's jurisdiction and to: (1) increase the availability of decent, safe and affordable housing in its communities; (2) ensure equal opportunity in housing; (3) promote self-sufficiency and access development of families and individuals; and (4) improve community quality of life and economic viability. Through federal funding and landlord participation, the Brazoria County Housing Authority provides low-income families with rental assistance, and encourages the families to locate suitable housing in areas of low poverty where better jobs and schools are accessible.

2. The program objectives are:

a. To provide safe and sanitary living conditions for families receiving rental assistance;

b. To provide improved living conditions for very low-income families while maintaining their rent payments at an affordable level;

c. To promote personal, economic and social upward mobility to assist families in making the transition from subsidized to non-subsidized housing;

d. To provide an incentive to private property owners/landlords to rent to low-income families by offering timely assistance payments and excellent service; and;

e. To encourage applicants and participants to locate units in areas of low poverty and minority concentration.

C. LEGAL JURISDICTION

The Housing Authority's area of operation is geographically defined as Brazoria County Limits and within five (5) miles surrounding the territorial boundaries that are not within the boundaries of another municipality of another Housing Authority that administers a Housing Choice Voucher Program.

D. PURPOSE OF THE ADMINISTRATIVE PLAN

The purpose of this Administrative Plan is to state in detail the policies on matters in which Brazoria County Housing Authority has discretion in order to establish local policies to be used in the administration of the program. The Administrative Plan must be in accordance with HUD regulations and requirements. The Code of Federal Regulations (24 CFR 982.54) specifies the policy areas that must be covered in the Administrative Plan. The guide book for the program is the Housing Choice Voucher Program Guidebook (7420.10G).

The Administrative Plan, hereinafter referred to as the Plan, covers both the admission and continued participation in the Housing Choice Voucher Program.

The Administrative Plan and any changes or revisions to the Plan must be approved by Commissioner's Court. The Housing Authority is required to comply with HUD regulations, policies and procedures and any subsequent changes to the regulations pertaining to the Housing Choice Voucher Program. If there are any policies in this Plan that contradicts with HUD's regulation, then HUD regulation takes precedence. If a situation arises that is not covered in this Plan, the Program Director will review the situation and make a decision. The Program Director will document the situation and the solution for use in similar incidents. The Director will decide if it is necessary to amend the Administrative Plan to ensure consistency in the administration of the program by making similar decisions in like situations in order not to discriminate.

E. PRIVACY RIGHTS AND CONSENT FORM (HUD FORM 9886)

Applicants and participants eighteen (18) years old and older are required to sign the Authorization for Release of Information/Privacy Act Notice (HUD Form 9886) at admission. After 1/1/2024, every adult member of the applicant or participant household must sign the HUD Form 9886 only once either at admission or at recertification for existing participants. The form HUD 9886 allows HUD or the Housing Authority to request or obtain income information from the source listed on the form for the purpose of verifying eligibility and level of benefits under HUD's assisted housing programs.

Policy regarding release of information:

1. The BCHA will not release information to other persons or entities unless the applicant/participant has signed a release of information authorizing the Housing Authority to release specific information to the person(s) or entity.
2. However, the Housing Authority may release information to another Housing Authority for debts owed by a participant or previous participant for over payments made by the Housing Authority that has not been reimbursed by the client.
3. Upon receiving a written request from a prospective owner/landlord, the Housing Authority must release the Voucher holder's current and prior address, if known. The Housing Authority must also release the names and addresses of the current and prior owner/landlord, if known.
4. The PHA may release information as required by law to a federal or state agency, law enforcement personnel, or if the PHA has received a court subpoena.

5. The PHA must limit use and disclosure of family information obtained through release and consent for purposes directly connected with the program administration.
6. EIV/UIV data cannot be provided to anyone other than the individual to whom the record pertains.
7. EIV/UIV data for minors may be provided to the minor's parent or guardian.
8. EIV/UIV data of adult children may not be provided to the head of household.

F. RULES AND REGULATIONS

All issues not addressed in this document related to tenants, participants and owners/landlords are governed by the Code of Federal Regulations (24 CFR), HUD Guidebook 7420.10G, HUD Memos, Notices and Guidelines or other applicable law.

G. PROGRAMS ADMINISTERED BY BCHA

The BCHA administers the following program(s):

- Section 8 Housing Choice Voucher Program
- Emergency Housing Voucher (EHV) Program
- Stability Voucher (SV) Program
- Foster Youth to Independence (FYI) Voucher Program

Brazoria County Housing Authority has elected **not** to permit the use of any Single Room Occupancy (SRO), congregate housing, group homes, shared housing or cooperative housing types in its program unless a special housing type is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with 24 CFR part 8.

H. STAFFING POSITIONS

The following are the positions/titles of staff members who are responsible for the implementation of the Section 8 Programs:

- Director
- Housing Programs Manager
- Receptionist
- Clerk
- Inspector
- Housing Specialists
- Quality Control Specialist
- Quality Control Inspector
- Financial Coordinator

I. CUSTOMER RELATIONS

The BCHA considers all families and owners as its "customers." The goal of the Housing Authority relative to customer service is to promptly respond to inquiries and to the needs of its customers. All contact with the customer and the general public will be handled in a professional and courteous manner. The Housing Authority may require complaints to be submitted in writing, except for emergency NSPIRE deficiencies that threatens the life, health, and safety of the family.

Customers may submit complaints that includes, but are not limited to:

1. Treatment of customers by staff;

2. Complaints or referrals from persons in the community in regard to the Housing Authority customers;
3. Disagreement with an action or inaction by the family or owner; and
4. Treatment of staff by customers.

If determined necessary the Housing Authority may schedule an appointment with the Family to discuss the complaint and to discuss the Family Obligations and Responsibilities.

J. CODE OF CONDUCT

In accordance with the Annual Contributions Contract, Section 19, Conflict of Interest and 24CFR982.161, the Housing Authority has established a written code of conduct for conducting business in accordance with core values and ethical standards. (See also the Conduct Standards Policy.)

1. Neither the Housing Authority nor any of its contractors or subcontractors, may enter into any contract or arrangement in connection with tenant-based programs in which the following class of persons has any interest, direct or indirect, during the tenure or for one year thereafter.
   a) Any present or former member or officer of the Housing Authority, or any member of the officer's immediate family; exempted is present or former tenant Commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policy-making position with the resident corporation;
   b) Any employee of the Housing Authority, any contractor or subcontractor, any agent of the Housing Authority, who formulates policy or who influences decisions with respect to the Housing Authority's programs;
   c) Any public official, member of a local governing body, or state or local legislator, or any members of such individuals' immediate family, who exercises, functions, or has responsibilities with respect to the Housing Authority's programs;
   d) Any member of the Congress of the United States;
   e) Any member of the classes described in paragraph 1 of this section must disclose their interest or prospective interest to the Housing Authority and HUD.
2. The BCHA Code of Ethics Policy prohibits solicitation or acceptance of gifts or gratuities, in excess of nominal value, by any officer or employee of the Housing Authority, any contractor or subcontractor, or agent of the Housing Authority.

   The Housing Authority shall adhere to this Code of Conduct and shall sanction and/or terminate any officer, employee, or agent for violations consistent with applicable state or local law.

   The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.

K. RECORD RETENTION

Non-active participant files will be retained for seven (7) years. Files will be stored on site or off site in search a manner that is easily retrievable in case of litigation, audit and any other issues that may arise prior to the end of the seven-year period. (The U. S. Department of Housing and Urban Development requires records to be retained for three (3) years). After the seven-year period the records will be destroyed.

L. ELIGIBLE HOUSING TYPES ADMINISTERED BY BRAZORIA COUNTY

The following housing types are acceptable under the Brazoria County's Housing Choice Voucher Program:

- Single family detached homes, duplexes, multi-plexus, garden apartments, condominiums, townhouses, high-rises, and other multi-family rental structures.
- Manufactured Home Space Rental, where the family owns the mobile home and leases the pad.

- Manufactured Homes, where the family leases the mobile home and pad

Hotels, motels, nursing homes, college or school dormitories, other types disallowed by HUD regulations, or a unit occupied by its owner or a person with any interest in the dwelling unit, are not eligible types of housing.

M. ELIGIBLE HOUSING TYPES NOT ADMINISTERED BY BRAZORIA COUNTY

- Single Room Occupancy Facilities (SRO), facilities provide living and sleeping space for the exclusive use of the occupant; occupant is required to share sanitary and/or food preparation facilities.
- Congregate Housing, for use by elderly or persons with disabilities. The facility contains a shared central kitchen and dining area and a private living area for individual households of a least a living room, bedroom and bathroom. Food service for residents must be provided.
- Sharing Housing, a single housing unit occupied by an assisted family and another resident or residents. The shared unit consists of both common space for use by the occupants of the unit and separate private space for each assisted family.

II FAIR HOUSING & EQUAL OPPORTUNITY, AFFIRMATIVE MARKETING /OUTREACH PLAN

This of the BCHA Administrative Plan explains the laws and HUD regulations requiring PHAs to affirmatively further civil rights and fair housing in all federally-assisted housing programs. The letter and spirit of these laws are implemented through consistent policy and processes. The responsibility to further nondiscrimination pertains to all areas of the PHAs housing choice voucher program operations.

A. OVERVIEW

Federal laws require PHAs to treat all applicants and participants equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. The PHA will comply fully with all federal state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- When more than one civil rights law applies to a situation, the laws will be read and applied together;
- Any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted.

B. NON-DISCRIMINATION

The Housing Authority enforces Fair Housing in the administration of its program; and shall not discriminate because of race, color, gender or gender identity, religion, creed, national or ethnic origin, age, family or familial status, disability, or sexual orientation (protected classes). The Housing Authority further affirms that it complies with all Federal, State, and local nondiscrimination laws and administers its program in accordance with the rules and regulations governing Fair Housing and Equal Opportunity.

Posters and housing information with the Equal Opportunity Housing logo may be displayed in locations through the PHA office in such a manner as to be easily readable from a wheelchair.

Applicants or participants who believe that they have been subject to unlawful discrimination may notify the Brazoria County Housing Authority in writing. The housing authority will attempt to remedy discrimination complaints made against the Brazoria County Housing Choice Voucher program. A complainant may also address discrimination complaints to the Texas Workforce Commission Civil Rights Division (https://www.twc.texas.gov/partners/civil-rights-discrimination) and the U.S. Department of Housing and Urban Development 's Office of Fair Housing and Equal Opportunity (https://www.hud.gov/fairhousing/fileacomplaint).

C. SERVICE POLICY

It is the policy of the BCHA to provide nondiscriminatory services, to be service-directed in the administration of its housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to applicants, participants, landlords, and other interested parties.

It is required that staff personnel treat all clients, customers, participants, and applicants equally, in a professional manner, and with respect regardless of family characteristics or background. BCHA complies with all state, federal, and local laws relative to nondiscrimination, Fair Housing and equal opportunity employment.

D. POLICIES CONCERNING PERSONS WITH DISABILITIES AND REASONABLE ACCOMMODATION POLICY

1. Overview

One type of disability discrimination prohibited by the Fair Housing Act is the refusal to make reasonable accommodation in rules, policies, practices, or services when such accommodation may be necessary to afford a person with a disability the equal opportunity to use and enjoy a service or dwelling under the program.

The PHA must ensure that persons with disabilities have full access to the PHA's programs and services. This responsibility begins with the first inquiry of an interested family and continue through every programmatic area of the HCV program.

2. Definition of Reasonable Accommodation

Persons with disabilities are provided reasonable accommodations that allow them the opportunity to fully access and utilize the housing program and related services. Reasonable accommodations may be requested verbally or in writing by a disabled applicant or a disabled participant or any member of the household with disabilities. The Housing Authority will consider the following in providing reasonable accommodations:

a) Whether the accommodation would cause an undue financial or administrative burden for the Housing Authority; or

b) Whether the accommodation would represent a fundamental change to the nature of the program.

c) On April 25, 2013 HUD issued a notice on Service Animals and Assistance Animals for people with disabilities in Housing and HUD-Funded Programs. Persons with disabilities may request a reasonable accommodation for any assistance animal, including an emotional support animal, under both the FHA Act and Section 504; even if the owner has a "no pet policy". An assistance animal is not a pet. It is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptom or effects of a person's disability. Clients needing more information or having problems finding housing may call HUD's Office of Fair Housing and Equal Opportunity at (800) 669-9777 (voice) or (800) 927-9275(TTY). This is entered in this Admin Plan for informational purposes only and is not enforced by the Housing Authority. Complaints are to be sent to housing providers who receive federal financial assistance.

3. Request for an Accommodation

If an applicant or participant indicates that an exception, change or adjustment to a rule, policy, practice or service is needed because of a disability, the Housing Authority will treat the information as a request for a reasonable accommodation, even if no formal request is made. The applicant or participant must explain what type of accommodation is needed to provide the person with the disability full access to the Housing Authority programs and services. BCHA will provide a reasonable accommodation request form and encourage their request in writing, if the request was made verbally or through an initial written request.

If the need for the accommodation is not readily apparent or known to the Housing Authority, the family must explain the relationship between the requested accommodation and the disability. There must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.

After a request for an accommodation is presented, BCHA will respond in writing within 10 business days.

The PHA can deny a request for reasonable accommodation if the request was not made by or on behalf of a person with a disability or if there is no disability related need for the accommodation. The PHA may also deny a reasonable accommodation request if it will cause an undue financial hardship to the Section 8 program.

4. Reasonable Accommodations within the Office Space

If necessary BCHA will make reasonable changes to movable objects in its offices that may create barriers for persons with disabilities. BCHA will also consider changing policies and procedures that are currently in place that may not allow flexibility for reasonable accommodations in the administration of the program.

The Housing Authority will make known the availability of specific accommodations by including notices on forms and letters. All requests for reasonable accommodations may be verified so that the needs may be properly addressed. All mailings may be made available in an accessible format upon request, as a reasonable accommodation. Organizations that provide assistance for the hearing-impaired and sight-impaired persons may be utilized.

The office space is wheelchair accessible. Disabled applicants and disabled participants may request reasonable accommodation verbally and in writing. Policies and practices are designed to provide assurances that persons with disabilities are provided reasonable accommodations so that they may fully access and utilize the housing program and related services.

E. IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP POLICY)

BCHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons have Limited English Proficiency (LEP), meaning they do not speak English as their primary language and/or have a limited ability to read, write, speak or understand English. For the purposes of this Administrative Plan, LEP persons may be HCV applicants and participants or family members of applicants and participants. In determining whether it is feasible to translate documents into other languages or Braille for the blind, the BCHA will consider the following factors:

1. The number of applicants and residents who do not speak English and speak another language, or need Braille for adequate understanding.
2. The cost per client of translating the documents into another language or into Braille.
3. The Housing Authority will make all effort to locate availability of translation and/or interpreter services within its jurisdiction that may be free of cost to applicants and participants. This includes the vision and hearing impaired.

Documents intended for use by applicants and participants will be made simple and, clearly written to enable applicants and participants with limited English Proficiency (LEP), or cognitive disabilities to be able to understand and learn as much as possible about the program. It is also understood that many of the programs related concepts may, need to be explained more than once to applicants/participants. Applicants and participants may provide their own sign language interpreters for hearing-impaired applicants/participants. For applicants/participants unable to read, staff will provide assistance by reading and explaining anything they would normally hand to an applicant/resident to be read or filled out. Staff will assist in completing forms and other required documents for persons unable to write.

4. At a minimum, the BCHA will prepare the following information in a clear written and accessible format:

- Marketing and informational material;
- Application process information;
- The application;
- All form letters and notices to the applicant/participant;
- The Housing Authority's general policy regarding reasonable accommodation;
- Applicant briefing packet/information regarding annual recertification/interims;
- Any applicable rules, policies, procedures;
- Guidance/instructions on care of the housing unit;
- Information on opening, closing and up-dating the waiting list;
- All information related to applicant/participant rights (informal/formal hearings, grievance procedures, etc.).

F. AFFIRMATIVE MARKETING PLAN

The Brazoria County Housing Authority has adopted an Affirmative Marketing Plan for the Housing Choice Voucher Program, in accordance with the U.S. Department of Housing and Urban Development (HUD) regulations. The Affirmative Marketing Plan is a marketing strategy designed to ensure that all eligible persons in the market area are given the opportunity to apply for the Housing Choice Voucher program regardless of their ethnicity, familial status, race, religion, sex, sexual orientation, or disability status.

The Housing Authority will advertise the opening and closing of the waiting list through the local newspaper(s), social agencies, libraries, senior living facilities, shelters and other organizations. All advertising, including applications, media notices and newsletters, shall display the HUD Equal Housing Opportunity logo and the phrase "Equal Opportunity Housing". The logo shall not be used without the slogan at any time. These advertisements shall also include the following statement: "Eligibility will not be based on ethnicity, familial status, race, religion, sex, sexual orientation, or disability status".

G. DOCUMENTING OUTREACH ACTIVITIES

The Housing Authority will establish a system for documenting affirmative marketing and maintaining records of these activities.

- Maintain a list of local and county wide organizations, publications, groups or contacts including their contact names and address, who were contacted and/or given information to disseminate.
- Maintain a list that includes the ethnicity, familial status, disability status, and race of all individuals who submitted applications for the Housing Choice Voucher Program.

H. OPENING/CLOSING THE WAITING LIST

The Brazoria County Housing Authority may open its waiting list to new applicants when the existing waiting list has decreased to approximately a six-month pool or less. When opening the waiting list consideration will be given to the availability of HUD funding, the need to target special population, and program turnover.

Approximately one week before opening the waiting list the Housing Authority will place an announcement in the local newspapers that service the area detailing the opening of the waiting list. In addition, the Housing Authority four to six weeks prior to the opening notices are placed on the Brazoria County website and the Housing Authority's phone message system. The Housing Authority may also post notices at; local shelters, libraries, social agencies, senior citizen independent living facilities and other public agencies throughout Brazoria County. The Housing Authority has discretion on the timeframe for accepting applications.

The notice regarding the opening of the waiting list will indicate the deadline date for accepting applications as well as the location where applications may be obtained. Notices/advertisements will contain:

- The date, time, and locations where interested persons may obtain applications.
- The method(s) by which families may apply.
- The method(s) by which families will be chosen for the wait list.
- The program(s) for which applications will be taken.
- A brief description of the program(s) for which applications will be taken.
- Income limits, by family size, for the program(s)
- The deadline date for accepting applications.
- The notice shall contain all information needed to enable interested parties to complete the application process.
- The notice must contain the Equal Opportunity Housing logo and Non- Discrimination statement in the advertising message.

To apply applicants must fill out a pre-application. (See details listed in Section III - Application Process) The method by which applicants are selected from the waiting list will be based on a lottery system.

The closing date for the Waiting List will be announced at the same time as the opening announcement. The Housing Authority uses the closing date for accepting applications to limit the size of the Waiting List so, that applicants may receive assistance within a reasonable time frame, depending on preferences.

I. OWNER/LANDLORD OUTREACH

1. The Housing Authority encourages new and current owner/landlord participation by holding periodic workshops or meeting to provide updates on program changes and HUD regulations. During the meeting/workshop owner/landlords are allowed to make comments regarding their experiences and how the Housing Authority may improve the program operations to make the program more attractive and to encourage more owners to participate.
2. The Housing Authority uses a comprehensive marketing effort described in the next section to recruit owners/landlords in areas that offer expanded opportunities to our participants.

3. In order to assure that owner/landlord outreach efforts are reaching owners/landlords with units outside areas of low-income and minority concentration, the inspector while conducting inspections will meet with owners who are not current participants to discuss what the program has to offer.
4. The Housing Authority evaluates the Request for Tenancy Approvals (RTA) issued to applicants being admitted to the program and families, who move to determine if the address listed on the RTA as well as the comparables, are located in an area outside poverty/minority concentration. If so, the owner/landlord (if new to the program) is sent information about the program and encouraged to call for more information.
5. The Housing Authority may meet with community-based organization(s) comprised of private property owners, Apartments managers, and landlords in an effort to encourage program participation.
6. The PHA may conduct periodic landlord/owner workshops or meetings to improve owner/landlord relations and to recruit new owners/landlords; emphasizing that the previous take-one, take-all requirements have been eliminated from the HUD regulations and that the owner/landlord has the right to accept persons who qualify for residency.

J. PROMOTING GREATER HOUSING OPPORTUNITIES FOR FAMILIES OUTSIDE AREAS OF LOW-INCOME AND MINORITY CONCENTRATION

1. A comprehensive marketing plan may be used to locate owners/landlords, as follows:
   a.) Un-impacted areas are identified.
   b.) Regular meetings are held with investors and other owner/landlord groups to explain the program and recruit owners/landlords. A presentation is given along with written material about the program is distributed.
   c.) The rental stock in areas without concentration of very low-income and minority residents are surveyed to identify vacant units. The owners/landlords and managers are encouraged to accept Housing Choice Voucher participants.
   d.) Investors are encouraged to purchase units in the identified areas and rent to the Section 8 applicants/participants.
   e.) Apartment managers who are not current participants with the program are recruited through meetings with manager associations and special training programs geared toward apartment management.
   f.) Ads and articles are placed in owner/landlord, manager, and investor newsletters.
   g.) All Section 8 staff is required to adopt the customer service representative approach and implement the program accordingly.
   h.) Tax credit investors are monitored for proper participation to meet their responsibilities as participants using the Section 8 HCVP in conjunction with their other subsidies.
2. Mass media is used as needed.
3. Printed materials for owners/landlords may consist of:
   a. A one-page tri-fold handout regarding HUD changed to the program as well as any changes made by the BCHA, or
   b. An owner/landlord packet that describes all of the procedures as well as tips on how to be successful with the Section 8 HCVP.
4. The following actions may be taken to comply with SEMAP requirements:
   e. Provide information about general locations and characteristics of neighborhoods to applicants and participants.

e. Distribute a current listing of available rental property to Section 8 applicants and participants. These listings show addresses, shopping centers, bus lines, amenities, deposit information, etc., as provided by owners/landlords.

e. Applicants and participants are made aware that they may choose any unit within the Housing Authority's jurisdiction as long as the program requirements are met regarding the unit.

e. Applicants and participants are advised of the portability provisions that are available in the Housing Choice Voucher Program for applicants and participants who meet the requirements to move outside of the Housing Authority's jurisdiction.

e. Section 8 applicant and participants may be provided a map which identifies areas of low-poverty and minority concentrations. Applicants are referred to all areas of the city.

III. APPLICATION PROCESS, PREFERENCES, CRITERIA FOR ADMISSION, DOCUMENTS REQUIRED FOR ADMISSION, DENIAL OF ADMISSION, RIGHT TO AN INFORMAL REVIEW, DEFINITION OF FAMILY DESIGNATION AND HOUSEHOLD, INCOME REQUIREMENTS, CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS, DENIAL/TERMINATION OF ASSISTANCE FOR DRUGS, ALCOHOL ABUSE AND CRIMINAL ACTIVITY (PHA OPTIONS), THE WAITING LIST, MONITORING THE SELECTION FROM THE WAITING LIST AND LEASING, SPECIAL PURPOSE FUNDING ADMISSION

A. OVERVIEW

This section of the Administrative Plan describes HUD and PHA policies for taking applications, managing the waiting list and selecting families for housing assistance. When a family wishes to receive assistance from the PHA, the family must apply for assistance by submitting an application that provides information needed to determine a family's eligibility. With demand greater than available resources, HUD requires the PHA to place all families that apply for assistance on a Waiting List. When assistance becomes available, the PHA must select families from the Waiting List in accordance with HUD requirements and PHA policies as stated below and throughout this Administrative Plan.

The PHA is required to adopt a clear approach to accepting applications, placing families on the Waiting List, selecting families from the Waiting List, denying and approving selected families, and must follow a consistent approach. The actual order in which families are selected from the waiting list can be affected if a family has certain characteristics designated by HUD or the PHA to receive preferential treatment. Funding earmarked exclusively for families with particular characteristics may also alter the order in which families are served.

HUD regulations require that all families have equal opportunity to apply for and receive housing assistance, and that the PHA affirmatively further fair housing goals in the administration of the program. Adherence to the selection policies described below ensures that the PHA will be in compliance with all relevant fair housing requirements.

B. THE APPLICATION PROCESS

1. Application Procedures

BCHA utilizes an on-line platform to gather applications. All applicants must fill out a preliminary application form (pre-application) to determine placement on the waiting list. The list will open on the first day beginning promptly at 8:00 am. and remain open 24 hours a day until closing promptly at 4:00 p.m. on the last day advertised. All waiting list information, as well as alternate locations to apply, is posted on the Brazoria County website at www.brazoriacountytx.gov. A computer is available at the Housing Authority, but only during the operating hours of 8 am – 4 pm, Monday through Friday, closed 12 - 1 for lunch. Assistance may be obtained

when using the Housing Authority's computer, and reasonable accommodations will be provided to persons with disabilities.

Applicants must click "submit" by the deadline date listed in the public notice, or the system may not accept the application. Duplicate applications will not be accepted, and no applications will be accepted by mail, by dropbox, or hand-delivery.

Applicant placement on the waiting list will be in accordance with computer generated numbers, the preference claimed, and the date and time of the application.

Once funds are available applications will be pulled by lottery method. The Housing Authority will review all applications and make a preliminary assessment of the applicant's eligibility. All applications will be accepted unless there's good cause for denial stated in the HUD regulation 24 CFR 982.206(b)(2).

Applicant placement on the waiting list will be in accordance with assigned numbers, the preference claimed, and the date and time of the application.

a. No applicant has the right or entitlement to be on the waiting list, or to any particular position on the waiting list [24 CFR 982.202(c)]

b. An applicant is allowed to place only one application at a time for the waiting list.

c. Applications must be received by the deadline date listed on the notice.

d. Reasonable accommodations will be provided to persons with disabilities as well as the elderly to make the program assessable. Applications may be taken by phone or home visit for the elderly and disabled only. If a person with disabilities needs assistance in completing the application, the BCHA staff will provide assistance.

e. The information on the application may not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the applicant is selected from the waiting list and the full application process is completed and all information is verified.

f. Applicants are required to inform the PHA, in writing, of changes in address. Applicants are also required to respond to requests from the PHA to update information on their application and to determine their interest in assistance.

g. Failure to provide information or to respond to mailings may result in the applicant's name being removed from the waiting list. Mail that is returned by the U. S. Postal Service undelivered may result in removal from the Waiting List. Applicants who are removed from the waiting list may reapply for assistance when the Waiting List is opened.

h. If an applicant is determined to be ineligible for placement on the waiting list or for admissions, the Housing Authority must notify the applicant in writing of its findings and allow the applicant the opportunity for an informal review. [24 CFR 982.201 (f)].

i. Placement on the waiting list does not confirm that an applicant is, in fact, eligible for assistance. A final determination of eligibility will be determined once the applicant's name is pulled from the waiting list.

C. PREFERENCES

All local preferences are contingent upon HUD funding.

Preference for Active EHV Participants

Beginning in 2026, BCHA will give priority (first) preference to EHV participants in the applicant selection process for the HCV program.

As a result of the 2020 Coronavirus Pandemic, funding was made available to families and individuals who faced homelessness due to the economic impacts of the shutdown of the economy and the safety risks posed by the pandemic. HUD made Emergency Housing Vouchers (EHV) available to eligible families and individuals facing homelessness and housing instability as a result of this crisis. The one-time temporary voucher program is slated

to end and complete all funding by December 2026, which places EHV families at risk again of losing assistance resulting in homelessness or housing instability. In response to this risk, BCHA is adopting a preference that prioritizes active EHV participants to access HCV vouchers as vouchers become available to allow these families to maintain housing. Only existing, current EHV participants are eligible for this preference in receiving an HCV voucher. If any EHV family applied for the HCV program as a part of the October 2025 HCV Waiting List Opening, those EHV families will be selected first to receive a voucher basaed in the order of their position on the HCV Waiting List. After selecting EHV Families from the October 2025 HCV Waiting List, any remaining EHV families will be placed on and selected from the HCV Waiting List in the order of their initial admission date to the EHV program.

Verifying the EHV Preference

Preference for EHV participants is confirmed by BCHA based on current, active participation in the EHV program and by date of application or date of admission as noted above.

Homeless Preference for Admission

Beginning in 2024, BCHA will give preference to no more than 50 applicant households meeting all of the following criteria:

1. Meet the federal definition of homelessness, or definition of at imminent risk of homelessness.
2. Are referred to BCHA by a homeless service provider with whom BCHA has executed a Memorandum of Understanding (MOU) outlining the provider's responsibilities with respect to provision of housing search assistance and/or supportive services for the referred household;
3. Are referred through the Coordinated Entry (CE) System organized and managed under the local homeless response system also known as the Continuum of Care (CoC). Referrals for persons at imminent risk of homelessness may be made through alternate referral process as prescribed by the Housing Authority.

This preference shall be limited to applicants who have been certified as meeting the criteria for this preference by the homeless service providers noted above. Applicants who contact the Housing Authority will be referred to providers who will then provide a certified referral through the CE system, or alternate referral process for those at imminent risk of homelessness. If it is determined that an applicant referred by a homeless service provider, as described above, does not meet the criteria described therein, the applicant is removed from the waiting list, but retains their place on any existing BCHA waiting lists they were on prior to their referral by the service provider.

Persons currently listed on any existing Emergency Housing Voucher or Stability Voucher Waiting List as of September 30, 2023 will be included as a priority group as a part of this preference.

Verifying the Homeless Preference

When an applicant from CE Waiting List for EHV or SV have been selected to receive an HCV voucher, the applicant must confirm that they still meet the qualifications to receive an EHV or SV voucher, meaning that they meet one of the following criteria:

1. Homeless as defined by 24 CFR 578.3—currently residing unsheltered or in a place not meant for human habitation (car, abandoned building, park, or similar), in an emergency shelter; or exiting an institution with a stay of less than 90 days and where prior to that stay resided in a shelter or place not meant for human habitation.

   Homeless may also include Cat 2) An individual or family who will imminently lose their primary nighttime residence, provided that the primary nighttime residence will be lost within 14 days of the date of the review of the preference, no subsequent residence has been identified, and the individual or family lacks the resources or support networks needed to obtain other permanent housing; Cat 3) Unaccompanied youth under the age of 25, or families with children and youth, who do not otherwise qualify as homeless under this definition but who 1) are identified as homeless under section 387 of the Runaway Youth and Homeless Youth Act, Head Start Act, Violence Against Women act, Public Health Service Act, Food and Nutrition Act, Child Nutrition Act and have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days prior to review; and have experience persistent instability as measured by two or moves

during the days prior to the review; and can expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment (lack of a high school diploma or GED, illiteracy, low English proficiency, a history of incarceration or detention, and history of unstable employment.); Cat 4) Individuals or families who are fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking or human trafficking.

2. At Risk of Homelessness as defined by 24 CFR 578.3—an individual or family earning 30% or less than the area median income; and does not have sufficient resources or support networks to prevent them from moving into a shelter or other place not meant for human habitation (i.e. car); and meets one of the following conditions:

   - Has moved because of economic reasons two or more times during the last 60 days immediately preceding the application for housing assistance;
   - Is living in a home of another because of economic hardship;
   - Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days of the date of the application for housing assistance;
   - Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by a charitable organization or by federal, State, or local government programs for low-income individuals;
   - Lives in a single room occupancy or efficiency apartment in which there resides more than two persons, or live in a larger housing unit in which there resides more than 1.5 people per room, as defined by the U.S. Census Bureau;
   - Is exiting a publicly funded institution or system of care (such as a health-care related facility, a mental health facility, foster or other youth facility, or correction program or institution); or
   - Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

   At risk may also include Cat 2) a child or youth who does not qualify as "homeless" under this section, but qualifies as homeless under section 387(3) of the Runaway and Homeless Youth Act, section 637 (11) of the Head Start Act, section 41403 (6) of the Violence Against Women Act of 1994, section 330 (h) (5)(A) of the Public Health Service Act, section 3 (m) of the Food and Nutrition Act of 2008, or section 17(b)(15) of the Child Nutrition Act of 1966; or Cat 3) A child or youth who does not qualify as homeless under this section, but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act and the parents or guardians of that child or youth are living with her or him.

If the applicant no longer qualifies to receive an EHV or SV voucher (meaning they have solved their homelessness or no longer qualify based on the criteria above), they are removed from the EHV/SV Waiting List, and are denied a voucher under this preference. After an applicant is determined eligible under this preference, the applicant must still meet all of the admission requirements, which may differ from the admissions requirements for EHV and SV.

All Other Preferences

All preferences except the Homeless preference has a weighted value with #1 having the highest value. The applicants may claim one or multiple preferences whichever applies to their situation. The applicant must be able to provide verifiable proof of the preference(s) claimed prior to issuance of a voucher, or be placed back on the waiting list in a non-preference category, or the category that can be verified. An applicant may claim a preference at the time they apply for the program or anytime during their wait on the waiting list. The preference claimed must exist at the time application is selected, at the time of briefing, at the time a voucher is issued, and at time of lease-up. After the voucher is issued, it is the applicant's responsibility to immediately inform the housing authority if there is any change in employment/income; as this may affect affordability/eligibility. Failure by the applicant to update the housing authority on any change of employment/income may deem the applicant ineligible.

The Housing Authority has selected **five** local preferences listed below. The local preferences are listed in the order of hierarchy with #1 being the higher-ranking category. The preferences are assigned points by the Happy

Software. Applicants who claim multiple preferences are assigned higher points and placed in a category that will allow them to be assisted sooner.

Applicants may apply for the following local preferences:

1. **Brazoria County Resident.** Defined as currently living in, and has lived in Brazoria County for a six (6) month period prior to time of notification for briefing is issued.
2. **Elderly and/or disabled.** (Must be head of household or spouse) Elderly is defined as age 62 or older. Disabled is defined as a person receiving Supplemental Security Income (SSI) or as described in Section 223 of the Social Security Act 42 US.C423.
3. **Veteran.** Defined as a person who served in the active military, naval, air service, or Coast Guard, and who was discharged or released therefrom under conditions other than dishonorable.
4. **Working.** The working preference is defined as: Applicant or spouse must work at least 20 hours a week and reporting wages to the Internal Revenue Service (IRS).
5. **Length on Waiting list.** This preference is given to any applicant who has been on the waiting list for longer than 4 years (+25 points), and ten (10) years (+25 points).

Verifying the Preference

It is not necessary to verify preferences at the time of the initial application. The applicant will be placed on the waiting list according to the preference(s) claimed. The weighted value of the preference(s) will determine the applicant's position on the waiting list. The voucher cannot be issued prior to verifying the preference claimed. At any time prior to issuance of the voucher it is determined that the applicant does not qualify for the preference claimed; the preference will be denied and the applicant will be placed back on the waiting list without that preference. The applicant will be provided a written statement as to the reason for the denial and given the opportunity for an informal review. The following documents are acceptable to verify and document the preferences:

- **Residency** – current lease or written statement from current landlord, financial records, receipts, utility bills, or correspondence received through the U.S. Postal Service. If documentation does not exist due to homelessness, a written statement from an individual in an official capacity such as a judge, minister, or social service agency who is knowledgeable of the situation or providing temporary shelter may be considered.
- **Working** – written verification of employment on company letterhead stating employment date, hours worked per week, hourly wage, and pay cycle; copies of current pay checks, copies of IRS 1099 or prior year tax filing for self-employment.
- **Elderly** – age 62 and older; birth certificate, legal picture ID with date of birth, driver's license.
- **Disabled** – defined as a person who currently receives Social Security Disability benefits, who is under a disability, as defined in Section 233 of the Social Security Act (42 USC); or determined through the Reasonable Accommodation process.
- **Veteran**— defined as a person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable. Acceptable documentation of proof of veteran status includes copy of DD214 confirming eligible military service.
- **Length of time** – determined from the time stamp on the application.

Acceptable proof for verifying a preference claimed is not limited to the above. The Director of the Housing Authority has the discretion to review and accept other documents provided by the applicant or other sources.

1. Final Determination
    a. After the verification process is completed, a final determination of eligibility is needed before inviting the family to a briefing session. The Housing Choice Voucher should not be issued before all eligibility criteria have been met.
    b. Once a Voucher has been issued the PHA must still confirm affordability (the family share does not

exceed 40 percent of the family's monthly adjusted income) prior to the PHA contracting with an owner/landlord.

D. THE WAITING LIST

1. Basic Selection Policy

a). Applicants shall be selected in the order of lottery number assigned by the computer system with consideration given to the regulations governing income targeting as well as any adopted local preference.

b). Applicants whose income is greater than thirty percent (30%) of the area's median income may be passed on the waiting list pursuant to the income targeting requirements detailed below.

c). Applicants whose preferences are verified will be selected before those with non-preference. (All applicants are selected by lottery.)

d). The Housing Authority may not select applicants from the waiting list in an order different from the selection procedures "for the purpose of selecting higher income families" for the program.

2. Income Targeting Pursuant to the Quality Housing and Work Responsibility Act

a). Not less than seventy-five percent (75%) of all new admissions shall be families whose income is below thirty percent (30%) of the area median income. A "new admission" shall be defined as an applicant being offered assistance. (Note: A PHA can reduce its required public housing admission of families with income below forty percent 40% of median income in a given fiscal year by admitting more than seventy-five 75% of extremely low-income families.)

b). A PHA may admit a lower percent of extremely low-income families during a PHA's fiscal year (than otherwise required) if HUD approves the use of such lower percentage in accordance with the PHA plan, based on HUD's determination that:

(1) The PHA has opened its waiting list for a reasonable time for admission of extremely low-income families residing in the same metropolitan statistical area (MSA) or non-metropolitan county, both inside and outside the PHA jurisdiction;

(2) The PHA has provided public notice of such opening to the families, and has conducted outreach and marketing to such families, including outreach and marketing to extremely low-income families on the Section 8 waiting lists of other PHA's with jurisdiction in the same MSA or non-metropolitan county;

(3) There are not enough extremely low-income families on the PHA's waiting list to fill available slots in the program during any fiscal year for which use of a lower percent is approved by HUD; and

(4) Admission of the additional very low-income families other than extremely low-income families to the PHA's tenant-based Voucher program will substantially address worst case housing needs as determined by HUD.

c). Two (2) or more PHA's in same jurisdiction may elect to be treated as a single PHA for purposes of meeting targeting goals.

d). If a family initially leases a unit outside the PHA jurisdiction under portability at admission to the Voucher program, such admission shall be counted against the targeting obligation of the initial PHA (unless the receiving PHA absorbs the portable family into the receiving PHA Voucher program from the point of admission).

e). For further Income Targeting clarification refer to 24 CFR Sec. 982.201.

E. MONITORING THE SELECTION FROM THE WAITING LIST AND LEASING

In compliance with SEMAP requirements, a statistical report is prepared each month to ensure that the Housing Authority has complied with current regulations affecting the waiting list and selection as it relates to income

requirements, single elderly and non-elderly families, and the local preference selection of families from the waiting list.

F. CRITERIA FOR ISSUANCE OF A VOUCHER

To be eligible for admission, an applicant must meet the requirements for the U. S. Department of Housing and Urban Development's (HUD) as well as any criteria established by the Housing Authority. Applicants must meet the following HUD requirements:

- Must be a family as defined in the 24 CFR 982.201 as well as the definition defined by the Housing Authority. (See page 24.)
- Must be income eligible. Must provide evidence of social security numbers for applicant and participant including each member of the household, as well as newborn, live-in aides, foster children, and foster adults.
- At least one member of the household must be a citizen or non-citizen who has eligible immigration status as determined in accordance with 24 CFR Part 5.
- All household members eighteen (18) years old or older must pass the required criminal history check as well as HUD requirements.
- Example:
    1. No person evicted from public housing or any Section 8 program for drug related criminal activity is eligible for assistance for at least five (5) years from the date of the eviction.
    2. No one can be admitted to the program that is subject to a lifetime registration requirement under a state sex offender registration program.
    3. No family member can be admitted who has been convicted of the manufacture of methamphetamines on the premises of an assisted property.

Applicants must meet the following requirements of the Housing Authority:

- Must be able to provide documented evidence of the preference claimed;
- Applicant must have paid in full any outstanding debt owed the Brazoria County Housing Authority or any Housing Authority;
- An applicant and any family member who has a felony within the last five (5) years from the date of eligibility may be denied admission;
- Any drug activity may be cause for denial of assistance; (See page 29 for further details.)
- Applicant cannot be admitted for five (5) year(s) from the date of termination if they violated any family obligations and were terminated from the Housing Choice Voucher Program administered by the BCHA.

Prior to admission applicants under the age of eighteen (18) must have legal capacity to enter into a lease under state or local laws. Applicants under the age of eighteen (18) must present court documentation that documents their status as an "emancipated minor".

G. DOCUMENTS REQUIRED FOR ADMISSION

- Anyone admitted into the program must provide the following documents:
- Legible copies of birth certificates for all family and household members, or any other document approved by the Housing Authority as proof of birth;
- Legible copy of photo identification (Driver's license, State issued ID card), which shows a clear depiction of the card holder, for head of household and all household members age eighteen (18) years and older. If a householder member is 18 years and older and is attending high school or college and does not have a driver's license or state issued ID card, a current school ID card will be accepted which meets the same criteria.

- Original Social Security cards for all family members or; an original document issued by the SSA that shows the person's name and SSN (such as an award letter) or an original document issued by a federal, state, or local government agency that contains the name and SSN of the person (such as unemployment printout, welfare or Medicaid documents);
- Proof of guardianship/custody if caring for a minor who is not your child by birth. Acceptable documents include Court issued documents, or orders/documents from Child Protective Services (CPS) showing placement of the child/children;
- Signed document regarding citizenship/eligible immigration status; (Note: additional documents may be required for legal identity in determining citizenship for eligibility). (See page 28 for additional information if a family member submits evidence of eligible status that expires after admission)
- Signed release for a criminal background check. HUD-9886, and other PHA Release Forms.

Completion of Full Application

a. Applicants are required to fill out a Full Application prior to admission. Appointments are scheduled by mail and will provide the applicant with at least two (2) weeks written notice. Appointments may also be scheduled after the briefing. The appointment letter also identifies the type of information that the applicant will be required to bring to the interview.

b. The head of household, as well as all members of the household over the age of eighteen (18) years must sign the full application including all required HUD forms. Reasonable accommodations are made for persons with disabilities.

c. Applicants are required to attend a scheduled briefing meeting (See page 33- Briefing for more details). If the applicant arrives late (15 minutes or more); fails to attend the scheduled briefing and does not contact the Section 8 Department in writing or by telephone at least one (1) day before the briefing to reschedule, the application may be rejected and the family may be denied admission.

d. Verification of Full Application Information

(1) Information provided by the applicant will be verified including information documenting family composition, income, assets, allowances and deductions, preference status (if needed), full-time student status, and other factors relating to eligibility, to determine applicant eligibility before the applicant is issued a Voucher.

(2) Third-party verifications must be in writing (sent by mail, fax, or emailed directly to the source and returned to the PHA). The applicant cannot hand deliver third party verification. Oral third-party verifications are acceptable if they are properly documented with details and a reason given as to why third-party written verification was not obtained.

(3) If third-party verification is impossible to obtain, documentation will be placed in the participant's file explaining why another method was used, or an explanation documented as to why third party was not obtainable; and the family may provide other documents. Documents will be photocopied when not prohibited by law. When documents cannot be photocopied, staff certification forms, noting recording the source of information, the information obtained, and signed and dated by the staff person, who viewed the document, will use documents viewed.

H. DENIAL OF ADMISSION

Based on verified information, BCHA must make a final determination of eligibility, and must confirm the that the family qualified for any special admission, or selection preference that affected the order in which the family was selected from the waiting list. Program assistance may be denied for an applicant or participant for any of the below listed grounds. If BCHA determines that the family is ineligible, the BCHA will send written notification of the ineligibility determination within 10 business days of the determination. The notice will specify the reasons for ineligibility, and will inform the family of its rights to request an informal review.

If the family fails to qualify for any preference criteria that affected the order in which they were selected from the waiting list, the family will be placed back on the waiting list by submitting an updated preference form.

Grounds for termination include:

1. If the family fails to supply any information that is determined necessary by the PHA in the administration of the program;
2. If the applicant or participant provide information that is not true or complete;
3. If the applicant or family member(s) has been evicted from Public Housing in the last three (3) years;
4. An applicant/participant or household member is prohibited from admission to the program for five (5) years from the date of eviction if evicted from federally assisted housing for drug-related criminal activity. However, the Housing Authority must give consideration if the family member has taken certain actions listed under 24 CFR 982.553.
5. If the PHA has ever terminated assistance under the voucher program for any member of the family for violation of the Family Obligations or Family Responsibilities; the family cannot be admitted back into the program for five (5) years from the date of termination. Consideration is given to an applicant who is, or has been a victim of domestic violence, dating violence, or stalking which is not an appropriate basis for denial of program assistance or for denial of admission of an otherwise qualified applicant. This includes if the person left the program without notice due to the above-mentioned victim of domestic violence. (Some type of evidence must be provided).
6. Any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federally-assisted housing program;
7. If the family currently owes rent or other amounts to the PHA or another PHA in connection with any Section 8 program(s) or Public Housing Assistance under the 1937 Act;
8. The applicant and/or family does not meet eligibility requirements;
9. If the family breaches an agreement to pay amounts owed to the Housing Authority or another Housing Authority;
10. The family has engaged in or threatened abusive or violent behavior toward PHA personnel.
11. HUD prohibits the admission of any member of the household who is subject to a State Lifetime Sex Offender registration requirement and/or is required to be registered in a "State life-time sexual offender" registry; (is prohibited from admission to the program). HUD regulations at 24 CFR 982.553(a) (2). If the Housing Authority discovers that such household member was erroneously admitted, and was admitted after June 25, 2001 the household member is in violation of the law and must be terminated. In accordance with PIH Notice 2012-28 issued June 11, 2012 the Housing Authority must offer the family the opportunity to remove the ineligible family member from the assisted household. If the family is unwilling to remove the individual from the household, the Housing Authority must terminate assistance for the household.
12. Any family member has been convicted of manufacturing or producing methamphetamine on the premises of any federally assisted housing (including the building or complex in which unit is located and associated common areas and grounds);
13. Any adult member refuses to sign or submit required consent forms.
14. The Housing Authority has discretion to deny assistance for an applicant or terminate assistance for a participant for other criminal activity that include but not limited to three (3) criminal acts within a 5-year period whether a felony or misdemeanor. (See Subsection J, page 26)
15. Any drug activity is grounds for denial or termination of assistance. (See Subsection J, page 26)
16. An applicant or participant has been convicted of a felony. (Housing Authority may review circumstances see Subsection J, page 26)

17. If a family is receiving multiple subsidy, or fails to advise the Housing Authority that they are currently receiving rental assistance under another government subsidized program the family may be denied or terminated for failure to disclose that they are currently receiving rental assistance under another government program.

18. Portability – Families porting to the Brazoria County Housing Authority's jurisdiction will be subject to a criminal background check for all household members eighteen (18) years old and older whether a current participant under another subsidized program (Housing Choice Voucher, Section 8 Program) or not (including those returning to Brazoria County Housing Authority's jurisdiction). The household members must pass Brazoria County Housing Authority's criminal background check prior to being accepted under portability.

19. Any adult household member is convicted of illegal possession of a weapon.

I. RIGHT TO AN INFORMAL REVIEW

The Informal Review process can be reviewed in greater detail in "Section XXII. Informal Hearing and Reviews".

1. Applicants who are denied assistance are entitled to an informal review.
2. Ineligible applicants will be promptly provided with a letter detailing their individual status, stating the reason for ineligibility, and offering them an opportunity for an informal review.
3. Applicants must submit their request for an informal review in writing to the Housing Authority within ten (10) calendar days from the date of the notice.

J. DEFINITION OF FAMILY DESIGNATION AND HOUSEHOLD

The term "family" includes the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

1. Family Designation (definition of family and household)

a). A family consists of two (2) or more persons who intend to share residency whose income and resources are available to meet the family's needs and who are either related by blood, marriage, guardianship or other operations of law, or who have a history as a family unit or show evidence of a stable family relationship over a period of time for at least one year if not legally married.

b). Persons not related by blood or marriage must provide evidence of a "stable family relationship". Evidence may include, but not limited to any of the following: birth certificates of children, joint tax returns, prior lease (held jointly), joint bank accounts, insurance policies naming the other as beneficiary, shared living expenses, affidavit of domestic partnership or equivalent documentation.

c). A child temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the child who is temporarily absent from the home, and is not intended to artificially enlarge the space available for other family members. (Family must provide evidence from the court or legal agency).

d). A child away from home because they are attending school out of town will be considered a family member being that the school is not a permanent place of residence. (If the place of residence is associated with the school.) However, it must be documented that the person is enrolled in school and will be away from home for educational purposes, and will be residing in the household during the summer and holidays.

e). An elderly household whose head, spouse, co-head or sole member who meets the following definitions (unless otherwise approved by HUD) must be:

- 62 years of age or older; or
- Disabled person - with a physical impairment which is expected to be of a long, continued and indefinite duration (at least the next 12 months), which substantially impedes but does not prohibit his/her ability to live independently, (Alcohol and/or drug addiction is not considered part of the

definition for disabled.); or

- Disabled within the meaning of Section 223 of the Social Security Act or Section 102(b) or 6001(7) of the Developmentally Disabled Act; or
- Two (2) or more elderly persons, or disabled persons living together or one or more elderly or disabled persons living with one or more live-in aides.

f). Single Persons

A person, eighteen (18) years old or older, who lives alone or intends to live alone, and who does not qualify as an elderly family or displaced person or as the remaining member of a resident family.

g). Emancipated Minor

The U. S. Department of Housing and Urban Development requires the head of household to be able to sign a binding contract that obligates them to abide by the policies and HUD regulations for the program. The head of household must have legal capacity to enter into a lease under state and local laws. An applicant under the age of eighteen (18) must provide court documentation that confirms their status as an emancipated minor prior to admission. The same applies to remaining household members where the participating head of household is no longer present.

h). Household Members (not considered members of the family)

The Housing Authority may approve a live-in-aide for a family consisting of one or more elderly, nearly elderly or disabled person to reside in the unit, to provide necessary supportive services for a person with disabilities. The Housing Authority will approve a live-in-aide if it is determined to be needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

A live-in aide is one who has been determined essential to the care and well-being of one or more elderly, nearly elderly or disable persons. A family that consists of one or more elderly, nearly elderly (fifty (50) years of age) or disabled persons must request the approval of the BCHA for a live-in-aide to reside in the unit and provide necessary supportive services for a family member who is a person with disabilities. The Housing Authority may approve a live-in-aide as reasonable accommodations to make the program accessible to and usable by the family member with a disability.

The income of a live-in aide is excluded.

A live-in-aide is not considered a member of the assisted family and is not entitled to the Voucher and cannot be considered a remaining family member. If for any reason the disabled person receiving care by a live-in-aide permanently vacates the assisted unit the live-in aide will be required to vacate the unit.

A live-in aide is subject to a criminal background check, and may not be allowed to reside in the assisted unit if it is determined that they are involved with drug related criminal activity. BCHA may approve a live-in aide if the following occurs:

The applicant/participant must complete the Reasonable Accommodation process.

Certification from a knowledgeable professional is requested and received by BCHA

It is determined that the live-in-aide is essential to the care and well-being of the person;

It is determined that the live-in aide is not employed full-time outside of the home;

The live-in-aide is not obligated for the support of the person; and

Would not be living in the unit except to provide the necessary supportive services.

The BCHA may refuse or disapprove a particular person as a live-in-aide, or may withdraw such

approval if:

a). The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

b). The person commits drug-related criminal activity or violent criminal activity; or

c). The person currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 act.

Relatives or family members are not automatically excluded as eligible live-in-aides. They must meet the requirements. An adult son, daughter other relative may be eligible as a live-in aide. Their income would be excluded if they can demonstrate that they otherwise would be living elsewhere. Verification would involve a determination regarding whether the person previously lived outside the unit and moved back solely to take care of the family member, and has not resided in the unit for at least six (6) months. A spouse cannot be a live-in aide.

Verification of legal requirement for support includes marriage certificates, court ordered guardianship, or other legal documents requiring the attendant to be legally responsible for support of the person they are caring for. The PHA must obtain written documentation to verify residency of the person proposing to be the live-in aide. The live-in aide must prove that their residence was elsewhere through prior landlords, rental agreements or leases, rental receipts, utility bills in the live-in aide's name for their prior address, driver's license or other government/state issued ID or other proof acceptable by the Housing Authority.

Live-in aides should have their own bedroom and may have family members live with them provided that the live-in aide's family member(s) will not increase the subsidy by the cost of additional bedrooms and the presence of the live-in aide's family does not cause over-crowding.

BCHA will ensure that the need for and eligibility of a live-in aide is verified annually at recertification.

BCHA may not approve an unidentified live-in aide, nor approve a larger unit than the family qualifies for under the subsidy standards for an unidentified live-in aide.

A foster child is not considered a member of the assisted family and is not counted as a dependent. Foster children are included in the determination of unit size. (Any special accommodations must be documented and verified).

Foster adults are not members of the assisted family as defined under the HCV program.

i). Remaining Family Members

If the head of household leaves the assisted unit for any reason, the remaining members of the household who are party to the most recent certification/recertification; and were approved by the Housing Authority to reside in the unit are considered remaining family members. Any adult in the household eighteen (18) years of age or older, who meets eligibility criteria, may be designated as head of household. If there are no remaining adults in the household the Housing Authority has the discretion to allow another adult outside the household to become the head of household to care for the remaining household members who are minors or not capable of taking care of themselves due to a disability. The adult must meet the eligibility requirements including the criminal background check. If the remaining household member is under the age of eighteen (18), they must be emancipated through a court order to take over the voucher. If there are no remaining family members the voucher will be made available to be issued to a family on the waiting list.

j). Determining Head of Household

The head of household is an adult member of the household, eighteen (18) years old or older, who is designated by the family as the head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law. Emancipated minors who qualify under State laws will be recognized as a head of household.

k). Split Households Prior to Receiving Assistance

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation and the new families both claim the same placement on the waiting list, and there is no court determination, the following will be considered:

- Which family unit retains the children or any disabled or elderly family member;
- Recommendations from social services agencies or qualified professionals, such as CPS may provide suggestions that must be approved by the Housing Authority.
- Which family member actually placed and signed the application. Documentation of the facts is the responsibility of the applicant family. If neither of the families can provide documentation consideration may be given to the family member that actually applied and signed the application, or both may be denied placement on the waiting list.

l). Family Composition and Changes (Adding family members to the original application or participant voucher)

For the initial application, members of the family not currently residing together, but who will be in the household under the Section 8 program may be listed on the application. The family is to provide documentation describing why the family members are not currently living together. Any additional family members added to the original application or the participant's voucher must be requested in writing and approved by the Housing Authority. The Housing Authority has discretion to decline the addition of any family to the application or current participant's voucher if the additional person does not meet the definition of family, and the circumstance for adding the person is not considered extenuating. BCHA will consider circumstances if by adding the family member will accommodate an elderly person or someone with disabilities. The Housing Authority may deny the addition if adding the additional family member will increase the voucher size causing the Housing Authority to over utilize its funding.

The Housing Authority's policy does not allow consideration to re-instate a family member back into the household for at least one year. After the one-year timeframe, consideration of re-instating or adding family members into the household is the discretion of the Housing Authority based on extenuating circumstances of the family.

m). Joint Custody of Child/children

A Child/children who are subject to a court ordered joint custody agreement, and lives with a parent under the HCV rental assistance program at least fifty-one percent (51%) of the time is considered a member of the assisted household, and should be listed on the lease. "Fifty-one percent (51%) of the time" is defined as one hundred eighty-six (186) days (not necessarily consecutive days) of the year.

If the minor child resides in the assisted unit less than one hundred eighty-six (186) days per year, the minor will be considered an eligible visitor, not a member of the assisted household and should not be listed on the lease. Exceptions may made to allow assisted parent to meet the orders of the court with receipt of orders from the court or other state mandated system.

K. INCOME REQUIREMENTS

Family income must fall within the applicable Very Low-Income limits as published by the Department of Housing and Urban Development. Some families may qualify if they are Low-Income under these circumstances:

a.) A low-income family that is "continuously assisted" under the 1937 Housing Act;

b.) A low-income family physically displaced by rental rehabilitation activity under 24 CFR 511;

c.) A low-income non-purchasing family residing in a HOPE I (HOPE for Public and Indian Housing Homeownership) or HOPE 2 (HOPE for Multifamily Unites) Project;

d.) A low-income non-purchasing family residing in a project subject to a homeownership program under 24 CFR 248.173; or

e.) A low-income family displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.

L. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

Section 214 of the Housing and Community Development Act of 1980 prohibits the U. S. Department of Housing and Urban Development (HUD) from making financial assistance available to persons who are not in eligible status with respect to citizenship or persons who are non-citizen immigration status. Every family member regardless to age must submit verifiable evidence to the Housing Authority regarding citizenship or eligible immigrant status. Families in which all members are citizens or have eligible immigration status are eligible for full housing assistance. An applicant family without any citizens or members with eligible immigration status is not eligible for assistance. A non-citizen family is eligible for assistance as long as at least one member is a citizen or is an eligible immigrant. Families that include eligible and ineligible individuals are defined as "mixed families". The calculation for assistance for a mixed family is based on a pro-ration. Families with eligible and ineligible members will pay a higher contribution towards the rent.

In accordance with HUD regulation, Housing Authorities cannot merely accept the signed Declaration of Citizenship or Legal Immigrant Status without proof. The declaration statement must be verified. To receive assistance the family member must be a U. S. Citizen or eligible immigrant. Eligible immigrants are those persons who meet one of the immigrant categories specified by HUD stated on the Declaration of U. S. Citizenship or non-citizens with Eligible Immigration Status. Family members are required to provide proof of citizenship. Family members claiming eligible immigrant status must provide evidence of their status. The BCHA is required to verify through the United States Citizenship and Immigration Service (USCIS) the status of all persons claiming to be eligible immigrants. If the family member provides proof of eligible immigrant status and the Housing Authority considers that the information provided is defective, the Housing Authority cannot defer, deny or terminate assistance. The Housing Authority must obtain evidence from the USCIS before taking any action.

a.) Required Documentation

- Families must submit evidence of citizenship or eligible non- citizen status. A family consisting of members with both eligible and ineligible status is called a mix family and may be eligible for prorated assistance.
- Verification of evidence of eligible non-citizen status is necessary to determine whether or not the applicant/participating family is eligible for continuing assistance or admittance to the program. Families will be required to submit a declaration for all members who claim eligible status and/or provide a listing of those members who do not claim eligible status.
- Non-citizen students do not have eligible status, nor does their non-citizen spouse and/or minor children accompanying or joining the non-citizen student. A citizen spouse or minor children of a citizen spouse and non-citizen student are eligible for assistance, however;
- Eligible immigration status includes the following categories:
  - Citizens or national of the United States;
  - Non-citizens with status in one of the following categories:
    - A non-citizen admitted to the U.S. for permanent residence under Section 101(a) (20) of the Immigration and Nationality Act (INA); as an immigrant under Section 101(a) (15) or as a special agricultural worker under Section 120 or 210A of the INA;
    - A non-citizen who entered the U.S. before January 1, 1972, (or such later date as enacted by law), and who (1) has continuously maintained residence in the U.S. since then, (2) who is not ineligible for citizenship, and (3) who has been deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under Section 249 of the INA;

- A non-citizen admitted to the U.S. with refugee status under Section 207 of the INA, or with asylum status under Section 208 of the INA, or admitted before April 1, 1980 under Section 203(a)(7) of the INA;
- A non-citizen admitted to the U.S. with parole status under Section 212(d)(5);
- A non-citizen lawfully present in the U.S. as a result of the Attorney General's withholding deportation under Section 243(h) of the INA (threat to life or freedom); or
- A non-citizen admitted for temporary or permanent residence under Section 245A of the INA.

- Evidence of citizenship or eligible non-citizen status shall consist of the following documents or such other documents as deemed acceptable by HUD or the U.S. Citizenship and Immigration Services (CIS) (formerly INS**);**
  - For citizens: a signed Declaration of U.S. citizenship;
  - For non-citizens:
    - A signed Declaration of eligible immigration status;
    - The CIS documents listed in Guidebook 7465.7 10G, Chapter 6, Section 6-4 (or any other documents determined by the CIS to be acceptable evidence and announced by notice in the Federal Register); and
    - A signed Verification Consent Form.
- Documents submitted by an applicant family to verify eligible immigration status will be first verified using the CIS Systematic Alien Verification for Entitlements (SAVE) system. If the SAVE system does not provide verification, a secondary manual search of CIS records will be instituted by the BCHA. If both searches fail to verify eligibility, the family will be notified and will be given the option of requesting an appeal to the CIS and/or a PHA informal hearing.

b.) Ineligible Immigration Status

- Families determined to be ineligible when the evidence of citizenship or eligible non-citizen status submitted by a head of household or spouse cannot be verified either by the PHA's preliminary inquiry or by the CIS secondary search will be notified in writing that the individual or family has been determined ineligible.
- Families determined ineligible due to lack of citizenship or non- eligible citizenship status may request an appeal to the CIS according to 24 CFR 5.514(e) and may request an Informal hearing with the Housing Authority. Applicant families may request an informal hearing as described in Section 9-2 (2) of Guidebook 7465.10G either upon the completion of the CIS appeal or in place of the CIS Appeal.
- Assistance to an applicant may be delayed if the CIS appeal process has been concluded, but may not be denied until after the conclusion of the Housing Authority informal hearing process, if the applicant requests an informal hearing.
- If an applicant or participant provides false citizenship information; the applicant can be denied assistance with a right to an informal review. If a participant provides false citizenship documentation the Housing Authority has the right to terminate the assistance with the right to an informal hearing. If the family was allowed to enter the program based on false information the Housing Authority has the right to recapture any over payment retroactive to the date the family was admitted to the program, or the date the false information was used to determine the family's rent portion under the HAP Contract. The family is to be charged for the over payment. (If the Housing Authority decides to recalculate the rent as a mixed family, at least one family member must have eligible status.)
- If the document the family submitted at admission for any family member expires while receiving assistance the family is required to provide updated information within ninety (90) days of the Housing Authority's request. A statement from CIS indicating the information has been requested is acceptable.

However, the Housing Authority will provide the family an extension with no interruption to the rental assistance as long as the family provides proof that the information has been requested. (In some cases, even though the family's citizenship documentation may have expired it does not mean the person's eligible status expired.) The Housing Authority cannot deny, delay, or terminate the family's assistance because of CIS delay in processing.

M. HOUSING AUTHORITY'S OPTIONS REGARDING DENIAL/TERMINATION OF ASSISTANCE FOR DRUGS, ALCOHOL ABUSE AND CRIMINAL ACTIVITY IN ACCORDANCE WITH CFR 24 §982.553

1. The BCHA prohibits admission to the program of an applicant for five (5) years from the date of termination if a household member has been terminated from federally assisted housing for drug-related criminal activity. However, the Housing Authority may admit the household if the Housing Authority determines:

   a). that the household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the Housing Authority; or

   b). that the circumstances leading to termination no longer exist. (For example, the household member who engaged in the criminal activity has died, or is imprisoned, or will not be returning to the assisted unit)

2. A household shall be denied admission if:

   a). any member of the household is subject to a lifetime registration requirement under a State sex offender registration program;

   b). any member has been convicted of manufacturing or producing methamphetamine on the premises of any federally assisted housing (including the building or complex in which the unit is located and associated common areas and grounds).

3. Households shall be denied admission if a household member has been, convicted of a drug or alcohol related criminal activity, violent criminal activity, or other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity. The time period of ineligibility for criminal activity shall be five (5) years from the date the resulting disposition of the guilty plea. The Housing Authority has reasonable cause to believe any household member is currently engaging in, or has engaged in during a reasonable time before the household would receive assistance, violent criminal activity or other criminal activity which may threaten the health or safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity, or which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the BCHA (including a BCHA employee or a BCHA contractor, subcontractor or agent); the Housing Authority has reasonable cause to believe any household member is currently engaging in, using, or has a pattern of use of illegal drugs, or the Housing Authority has reasonable cause to believe any household member has a pattern of abuse of alcohol. In determining reasonable cause, the Housing Authority will consider all credible evidence related to criminal activity, the use of illegal drugs, or the abuse of alcohol, including but not limited to any record of convictions, arrests, or evictions of household members. A conviction will be given more weight than an arrest. A record of an arrest(s) will not be used as the sole basis for the denial or proof that any household member engaged in any disqualifying criminal activity. For participants currently on the program, any criminal offense within the last five years from the date of admission, or annual recertification may lead to termination.

4. The following are also considered when determining termination or denial of assistance:

   a). The Housing Authority shall determine if there is reasonable cause to establish any household member's involvement in criminal activity. In determining reasonable cause, the Housing Authority will consider all credible evidence, including but not limited to any record of convictions, arrests, or evictions of household members. A conviction will be given more weight than an arrest. A record of an arrest(s) will not be used as the sole basis for the denial or proof that any household member engaged in any disqualifying criminal activity.

b). Any household member's actions including adults and minors who are on the lease or who are living in the household, but not reported to the Housing Authority are to be considered in the decision to deny or terminate a family's assistance.

c). A participant may be denied assistance if an arrest or conviction for drugs, alcohol or other drug related criminal activity occurred while enrolled in a PHA approved rehabilitation program, however, a conviction will be given more weight than an arrest, and an arrest will not be the sole basis for a denial.

d). There is no time period concerning the conviction of a drug-related charge for manufacturing, production, or distribution of methamphetamine on the premises of federally assisted housing. Such household members being convicted of this offense will always be denied admission.

e). The time period of ineligibility for admission for drug-related criminal activity shall be five (5) years from the date of the resulting disposition of the guilty plea, conviction or termination of assistance.

f). If the Housing Authority denied admission for criminal activity, the household shall not be eligible for admission for five (5) years from the date of the resulting disposition of the guilty plea or conviction.

5. Termination of Assistance

a.) The PHA shall terminate the assistance of a family if any household member:

- Is convicted of or is currently engaging in using, or has a pattern of use of illegal drugs that interferes with or threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
- Can never be admitted for the manufacture, production or distribution of methamphetamine on the premised of federally assisted housing;
- Is convicted for other drug-related criminal activity;
- Violates the Family Obligations/Responsibilities;
- Engaged in other criminal activity prohibited under HUD regulations, or BCHA policies;
- Is convicted for alcohol related offenses in a pattern of at least three (3) arrests within a one-year period or that interferes with or threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; this includes applicants and participants.
- Other crimes committed while under the influence of alcohol are covered under the criminal activity references in this section and the family obligations.
- Any adult family member has committed fraud or any criminal act in connection with this program or any other federal housing program.

6. Use of Criminal Record

Criminal background checks are conducted on all adult household members 18 years of age and older at new admission, reinstatements, annual recertification, when a family moves, and additions to the household. Criminal Background checks may also be conducted on a current tenant when there is an allegation of fraud or criminal/drug activity. Any information discovered from these background checks that reveals a program violation may lead to termination. Criminal and drug-related activity screening will be done more extensively than required by HUD regulations.

a.) Denial. If an applicant is denied admission for criminal activity in accordance with information listed in the criminal record, the PHA must provide the applicant/participant a copy of the criminal record. The PHA must give the family an opportunity to dispute the accuracy and relevance of the record, through the informal review process in accordance with Sec. 982. 554.

b.) Termination of Assistance. If the PHA proposes to terminate assistance for criminal activity in accordance with the criminal record, the PHA must notify the household in writing of the proposed action and must provide a copy of the criminal record to the family. The PHA must give the family an opportunity to dispute the accuracy and relevance of that record in accordance with Sec. 982.555.

c.) Cost of Obtaining Criminal Record. The PHA may not pass along to the tenant/participant the costs incurred for the criminal record checks.

d.) Permitted use and disclosure of criminal records/sex offender registration records received by the PHA may only be used for applicant screening and/or for lease enforcement and termination. A PHA may disclose criminal convictions as follows:

(1). To officers or employees of the PHA, or to authorized representatives of the PHA who have a job-related need to have access to the information. For example, if the PHA is seeking to terminate a Section 8 participant on the basis of criminal activity/sex offender status as shown in criminal conviction records, the records may be disclosed to PHA employees performing functions related to the termination or to a PHA hearing officer conducting an administrative grievance hearing concerning the proposed termination.

(2). If a PHA obtains criminal records from a State or local authority showing that a household member has been convicted of a crime/sex offense relevant to applicant screening or tenant lease enforcement or termination, the PHA must notify the household of the proposed action based on the information obtained. The PHA must also provide the subject of the record and the applicant or participant a copy of such information before a denial of admission, termination or lease enforcement action on the basis of such information.

e.) If at any time during the program participation, the PHA has a documented reasonable cause (e.g., newspaper articles, credible informants, police reports) to believe that a household member is engaged in drug-related or other criminal activity which would pose a threat to the health, safety, or right to peaceful enjoyment of the premises by other residents or PHA employees, the PHA may run a subsequent criminal check of that household member.

7. Consideration of Circumstances

In determining whether to deny or terminate assistance because of action or failure to act by members of the family:

a.) The PHA may consider all relevant circumstances such as the seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstance related to the disability of a family member, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

b.) In determining whether to deny admission or terminate assistance for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the PHA may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully (42 U. S. C. 13661). For this purpose, the PHA may require the applicant or tenant to submit evidence of the household member's current participation in, or successful completion of a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

c.) If the family includes a person with disabilities, the PHA decision concerning such action is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.

8. Records Management

a). All criminal records obtained for determination of eligibility or continued assistance will be maintained confidentially and not misused, or improperly disseminated to another source.

b). Such information may be housed in a locked file with access restricted to individuals responsible for screening and determining eligibility and to the Executive Director.

c). If the applicant is determined to be eligible, the criminal report shall be shredded as soon as the applicant is housed. If the applicant is denied assistance, the criminal record information shall be maintained as stated in (a) above and retained for five (5) years. This includes criminal records used in a hearing or due process procedures where a final decision has been made.

d). The PHA will document in the applicant's file the circumstances of the criminal report and the date the report was destroyed.

9. Drug Treatment Facility Information

a). As needed during the informal review or hearing process the PHA may seek information from a drug treatment facility to verify that an applicant or participant is participating in or has completed a drug rehabilitation program, or to verify drug-free status.

b). In such cases the PHA will utilize a written consent form required by 24 CFR 960.205.

c). The Housing Authority is not obligated to request information from drug treatment facilities in behalf of the applicant/participant, and is not liable for damages for failure to request or receive the information. The family is required to provide the Housing Authority with proof of enrollment and certification of completion of a drug treatment program. The Housing Authority may verify the enrollment and completion of a program.

d). All information received from a drug treatment facility must be maintained confidentially and not be misused improperly or disseminated.

e). The information must be destroyed either:

(1) No later than five (5) business days after the PHA makes a final decision to admit the person to the HCV Program; or

(2) If the PHA denies admission, the PHA will destroy the information in a timely manner after the statute of limitations has passed for the individual to file a civil lawsuit.

10. Components of Screening Process

A criminal history report is completed through the approved Computerized Criminal History (CCH) database for adult members according to the following procedure:

a). For all applicable household members, the Criminal Background form will gather the name, sex, race, date of birth and social security number of that household member.

b). Based on the identifiers submitted, the CCH database will provide the PHA with any criminal history conviction record information that are found on the Computerized Criminal History database. The household member is also searched through Brazoria County Criminal Record database and jail records.

c). If the person disputes or contests the criminal history report received by this PHA, the PHA may at this time determine that a fingerprint check is necessary.

d). In no case will the applicant be charged for the cost of the criminal history check.

11. Ineligibility Determination

a). Families determined to be ineligible due to the definition of family, income, or drug-related criminal or violent criminal activity, or a pattern of alcohol abuse, will be notified in writing that they do not qualify for the program. Families will be notified of the right to have an Informal Review.

b). The Informal Review will be conducted according to regulatory requirements and as outlined further in this Administrative Plan.

c). If the applicant or household member refuses to supply required information and/or refuses to sign form HUD-9886 or other PHA release forms, the family will be determined to be ineligible. The informal review process will apply to an applicant family who has been denied assistance.

N. SPECIAL PURPOSE FUNDING ADMISSION

HUD may provide funding to serve a targeted population. When HUD targets funding assistance for a special population, the PHA may accept an application and place the applicant on the waiting list even though the waiting list may be close. Since HUD specifies the special population, there is no limit to the number of

admissions except for the limit as defined by HUD in establishing the special population and funding.

O. UPDATING THE WAITING LIST (PURGE)

1. The Housing Authority will update (purge) the Waiting List at least once every two years to ensure current and accurate data, or more often if determined necessary.
2. The Housing Authority will mail a letter to the applicant's last known address requesting updated information regarding the family's circumstances that includes changes in income, address and household composition.
3. If an applicant fails to notify the Housing Authority of an address change the Housing Authority will not be responsible for the applicant failure to timely respond to a request letter that includes a request for information within a specific time frame.
4. The request letter will include a deadline date by which the applicant must respond in order to remain on the waiting list.

IV. BRIEFING OF FAMILIES AND ISSUANCE OF HOUSING CHOICE VOUCHERS

A. NOTIFICATION OF SELECTION/BRIEFING NOTICE

Notices of selection from the waiting list and briefing session are sent to eligible candidates at least fourteen (14) days in advance of the briefing session. Applicants and all adult members of the household ages 18 and over are required to participate in a group briefing unless otherwise notified. Notification of selection and briefing will be sent via first class mail and/ or by electronic mail. The notice will inform the applicant that they must provide certain required information prior to the scheduled briefing to establish eligibility. If the applicant fails to provide the required documentation by the deadline, the applicant may be denied admission. If the applicant arrives late (15 minutes or more), fails to attend the scheduled briefing, and does not contact the Brazoria County Housing Authority in writing or by telephone to reschedule at least one day prior to the day of the briefing, the application may be rejected and the family may be denied admission.

If the notification letter is returned to BCHA with no forwarding address, the family will be removed from the waiting list. A note will be placed in the file along with the letter that was returned undeliverable.

B. CONTENTS OF THE BRIEFING

The briefing may be held in a group setting with multiple participants either in person or in a webinar setting; or individually either in person, telephonic, or webinar setting.

1. The briefing must include information on the following subjects:
   a. A description of how the program works;
   b. Family and owner/landlord responsibilities;
   c. Where the family may lease a unit, including renting a dwelling unit inside or outside the Housing Authority's jurisdiction;
   d. An explanation of how portability works:

      The Housing Authority may not discourage the family from choosing to live anywhere in the Housing Authority's jurisdiction, or outside the jurisdiction under portability procedures.
   e. An explanation of the advantages of moving to areas outside of poverty or minority concentration, to include but not be limited to the possibility of improved job opportunities, quality of schools, crime rate, etc.
   f. The family's responsibility regarding the security deposit.
2. When a family includes a disabled person, the PHA must take appropriate steps to ensure effective

communication in accordance with 24 CFR 8.6.

C. CONTENTS OF THE BRIEFING PACKET

When a family is selected to participate in the program, the Housing Authority will give the family a packet that includes the following information:

1. The initial term of the Voucher and the Housing Authority's policy on any extensions or suspensions of the term. The Housing Authority's extension policy and how to request an extension.
2. How the Housing Authority determines the housing assistance payment for a family including prorated assistance for mixed families who have one or more ineligible family members according to the restrictions on assistance to non-citizen rule;
3. Payment standard and the Housing Authority's Utility Allowance Schedule;
4. A sample copy of the Housing Choice Voucher;
5. How the Housing Authority determines the maximum rent for an assisted unit;
6. What the family should consider in deciding whether to lease a unit, including:
   - The condition of a unit;
   - Whether the rent is reasonable;
   - The cost of any resident-paid utilities and whether the unit is energy-efficient; and
   - The location of the unit, including proximity to public transportation, centers of employment, schools and shopping.
7. Where the family may lease a unit. For a family that qualifies to lease a unit outside the Housing Authority's jurisdiction under portability procedures, the information packet must include:
   - An explanation of how portability works; and
   - A list of neighboring housing agencies with the name, address and telephone number of portability contact person at each for use by families who move under portability.
8. The HUD-required "lease addendum". The lease addendum is the language that must be included in the lease;
9. The Request for Tenancy Approval form and an explanation of how to request PHA approval to lease a unit;
10. A statement of the Housing Authority's policy on providing information about a family to prospective owners/landlords;
11. The Housing Authority's subsidy standards, including when the Housing Authority will consider granting exceptions to the standards;
12. The HUD brochure on A Good Place to Live;
13. The HUD lead-based paint (LBP) brochure;
14. Information on Federal, state and local equal opportunity laws;
15. A list of owners/landlords or other parties known to the PHA who may be willing to lease a unit to the family, or help the family find a unit;
16. Notice that if the family includes a disabled person, the family may request a current listing of accessible units known to the PHA that may be available;
17. Family Obligations under the program;
18. Violence against Women Act. (Also includes men)
19. The grounds on which the Housing Authority may terminate assistance for a participant family because of

family action or failure to act;

20. The Housing Authority informal hearing procedures. This information must describe when the Housing Authority is required to give a participant family the opportunity for an informal hearing, and how to request a hearing;
21. A map showing areas representing various income levels of the jurisdiction and surrounding areas for the purpose of expanding housing opportunities for families.
22. NSPIRE Checklist;
23. Procedures for notifying the Housing Authority and/or HUD of program abuses such as side payments, extra charges, violations of tenant rights, and owner failure to repair;
24. Fair Housing Brochure
25. Requirements for reporting changes between certifications.
26. Information on security deposits; and
27. Explanation of Rent Reasonableness

D. VOUCHER TERM AND EXTENSIONS

1. The initial period to locate a unit expires at the end of sixty (60) days from the date of voucher issuance, unless the family has submitted a Request for Tenancy Approval.
2. In accordance with 24 CFR 982.303, at its discretion, the PHA may grant a family one or more extensions of the initial voucher term of sixty (60) days, in accordance with the Housing Authority's policy described in this administrative plan.

   BCHA will, upon request submitted before expiration of the initial voucher, consider a request for extension of the initial voucher term. The family must submit the request in writing with documentation detailing the complexes and/or owners contacted during their search; and the result of those contacts. The Housing Authority staff will review the family's situation and the efforts it has made to find suitable, affordable housing units. If the documentation is properly submitted an additional thirty (30) day extension will be granted. Any further extension will be at the discretion of the BCHA Director. The Housing Authority may not extend the voucher term more than a total of sixty (60) days.

   Families with disabled and/or elderly family members can request a Reasonable Accommodation for an additional extension to make the program accessible. The request must be submitted in writing or made verbally with documentation detailing the complexes and/or owners contacted and, the results of those contacts during their search; and any other extenuating circumstances. BCHA staff members may assist families, if necessary, to prepare their request and reduce it to written form.

   During times of National Disaster Declaration or Presidentially Declared Regional Emergency Disaster Areas, the PHA may establish alternative requirements to this policy to assist the HCV Program to remain operational to the extent practicable within HUD Guidelines.
3. Suspension of Voucher Term. BCHA must provide for suspension of the initial or any extended term of the voucher from the date that the family submits a request for PHA approval of the tenancy until the date the PHA notifies the family in writing whether the request has been approved or denied. [24CFR982.303 (2)(c)]

E. OCCUPANCY STANDARDS and VOUCHER ISSUANCE

1. The Housing Authority's occupancy standards listed below determine voucher size issuance:

Unit size	Minimum # Persons	Maximum # Persons
0 BR	1	1
1 BR	1	2
2 BR	3	4
3 BR	5	6
4 BR	7	8

The Housing Authority determines the appropriate number of bedrooms the family qualifies for in accordance with its occupancy standards. The occupancy standard provides for the smallest number of bedrooms needed to house the family without overcrowding. Due to the sequestration enacted by HUD in 2013, the Occupancy Standards for Brazoria County Housing Authority has changed to two (2) persons per bedroom irrespective to the age, gender, or relationship of the family members. If the living area has adequate space, the family, at its discretion, is allowed to use that space as a living-sleep area for no more than two persons. The living-sleep area is not considered or counted as a bedroom, and does not require a change in the subsidy standards.

The Housing Authority may grant an exception to its occupancy standards if the family provides proof that reasonable accommodation is necessary. The justification must support the reason an additional bedroom is needed, such as: reasonable accommodations for a disabled person (whether a minor or an adult), an elderly or disabled person who requires a live-in aide, or a family member (i.e. husband and wife) who requires his/her own bedroom for health reasons, etc. The exceptions must be approved by the program director or a designee. The family must provide any required documents to support the need for the additional bedroom size. Documents include: statement from a physician, organization providing special services as in-home nursing care, or other information as required by the program director or designee. The organization or physician providing the statement must sign the Housing Authority's form which includes a warning statement regarding fraud.

A participant may be allowed to lease up to one-bedroom size larger than the required occupancy standard when the Payment Standard allows the participant to do so without affecting the participant's affordability. In some cases, participants at initial voucher issuance may be allowed to remain in a unit that exceeds the occupancy standard when it is determined a move would create a hardship on the participant. Such exception will be reviewed for consistency with the Payment Standard and affordability requirements, and must be approved by the Director.

A participant may select a smaller size unit than the size listed on their Housing Choice Voucher. (The family must provide a written statement regarding the reason they chose to reside in a smaller unit.). The Housing Authority must ensure that the smaller size unit does not cause overcrowding. The family may also choose a unit up to one bedroom larger if the unit is affordable. In both cases, to determine the rent subsidy, the Payment Standard for the smaller size unit must be used.

As listed in the Federal Register dated June 25, 2014 Section 242 establishes a cap on the utility allowance for families leasing oversized units. In accordance with HUD guidelines, the utility allowance will follow the smaller of voucher size or unit size.

2. Voucher Issuance

   The payment standard for the assigned subsidy size determines the maximum subsidy allowed for a participant. This standard is determined by assigning the number of bedrooms the family requires to accommodate the family composition and the number of family members in the applicant household. The assignment of the bedroom unit size is for the purpose of setting the allowable subsidy standard for the family and does not dictate the bedroom size unit the family may select as its housing choice. The following guidelines are used to determine each family's assigned subsidy size without overcrowding or under-housing.

   The aforementioned standard assumes that: (a) no more than two persons will be required to share a bedroom, and (b) a live-in aide is permitted a separate bedroom.

The family composition as indicated on the application for assistance is used in determining bedroom size. The PHA must consider the status of a single pregnant woman as a two person household when determining the subsidy (). A family may request an exception to occupancy standards when a licensed professional clinician documents, for specific reasons, the need for separate bedroom accommodations. The Department Administrator or the Executive Director may grant this exception.

Exceptions to the above will be reviewed by the Director and may be allowed depending upon individual circumstances.

3. Special Accommodations in Consideration of Voucher Issuance Regarding Live-in aide and Medical Equipment

   The Housing Authority may issue a larger size voucher for a live-in aide or medical equipment. The live-in aide must meet all requirements for a live-in aide. The medical equipment can only be considered for a household member who qualifies as a disabled person, unless elderly or near elderly. A third party must verify that the extra room is medically necessary, as well as the reason why the equipment cannot be stored in another room within the unit, or the same room with the assisted participant. The Housing Authority has discretion when considering the issuance of another bedroom size that may result in a larger subsidy for the family. Consideration is given as to whether a Living/sleeping room is sufficient to meet the disabled household member's needs through its inspection process.

4. When a Family is allowed to Move

   A family is not permitted to move during the initial lease term. After the initial year a family can only move once a year at the time of lease expiration unless the unit fails inspection and the owner/landlord fails to timely make the repairs, or other circumstances approved by BCHA.

   The Housing Authority will not issue a voucher to a family currently on the program who wishes to move due to an eviction action initiated by the owner. Both the tenant and the owner are required to notify the Housing Authority whenever an eviction if filed. The housing assistance will continue until the court decides; unless the payment has been abated due to owner caused NSPIRE violations.

V. DETERMINATION OF INCOME, TOTAL TENANT PAYMENT AND FAMILY SHARE

The Housing Authority will not devise or implement income or rent determination, verification, or other related policies or procedures in a way that discriminates against persons on the basis of race, color, national origin, sex, religion, familial status, and perceived or actual disability.

A. ANNUAL INCOME

Annual Income is compared to the applicable income limit to determine eligibility for admission to the Housing Choice Voucher Program. A family's income must be within the income limits for the Housing Authority's jurisdiction at the time the family receives a voucher to search for housing. Annual Income is defined in Part A 5.609 of Title 24 of the Code of Federal Regulations. Annual Income is the anticipated amounts, "monetary or not," that go to, or "on behalf of," the family (including temporarily absent head, spouse or co-head) and or received from a source outside the family within the twelve (12) months following certification. All income that is not specifically excluded in the HUD regulations is counted.

Adjusted Income is the Annual Income minus HUD allowable expenses and deductions.

Both Annual and Adjusted Income are used to calculate the amount of the subsidy for Vouchers. In calculating Annual and Adjusted Income, the PHA must include the income of every member of the household, including those who are temporarily absent. Income of persons who are permanently absent from the household will not be counted.

Income is defined by HUD regulations and is further interpreted in HUD Notices and Memos which must be followed. However, there are policy decisions that are needed in order to assure consistent interpretation of

HUD regulations.

The Housing Authority is required to verify family income, family composition and characteristics, value of assets, and other factors relating to eligibility determinations both before an applicant is issued assistance and annually.

The Housing Authority may use several methods to verify income and income deductions. Up-front and third-party (independent) verifications will be obtained by the Housing Authority either electronically or sent by mail to the appropriate agency. To qualify as third-party verification the document(s) must never touch the applicant or tenant's hands. If staff is not able to obtain third party verification staff will clearly document the reason as to why written third-party verification was not obtainable. Original paychecks including paychecks provided through employer database systems provided by the applicants are considered third party documentation.

When third party verification is not possible, the Housing Authority may use oral verification, the review of document method of verification, or may accept a self-declaration. When any form of verification other than third-party written is not used, the Housing Authority will document the file with the reason that another form of verification was used.

B. INCOME INCLUSIONS/FACTORS AFFECTING ELIGIBILITY AND FAMILY RENT

1. Income of Temporarily Absent Household Members

   In accordance with HUD regulations, the income of the temporarily absent spouse of the head of household will be included in total family income. The PHA will consider an absence anticipated to last less than twelve (12) months to be "temporary" unless the head of household can provide verification that the household member is permanently absent.

   In calculating Annual and Adjusted Income, the PHA must estimate the income of every member of the household, including those who are temporarily absent. Income of persons who are permanently absent from the household will not be counted. Families must report in writing to the PHA any absent family member who will be away from the household of more than fourteen (14) consecutive days. The family must report the absent family member to the owner/landlord, consistent with the lease provisions. Any changes in family composition must be reported in writing within ten (10) calendar days of the occurrence. Families will be counseled at briefing sessions and re-certification on the effect family composition may have in determining Voucher size and Total Tenant Payment as well as the Housing Authority's policies for dealing with such changes.

2. Absence of Family Members

   At times, situations may arise that result in the temporary or permanent absence of a family member or members from the household. Such situations will be handled in the following manner:

   a. Absence of children due to placement in foster care: In instances in which the children have been removed from the home by a social service agency, the agency will be contacted to determine the approximate length of time the children are expected to be away from the home.

      1) If the agency indicates that the children are expected to return to the home at some point, the children will remain a part of the family composition and will be counted toward the family's subsidy standard, but will not be counted as dependents until they return to the home. If thirty (30) days has passed from the date the child was expected to return to the home the PHA may consider that the child will no longer be considered a part of the household and the voucher size may be reduced at the next annual recertification.

      2) If the children are not ever expected to return to the home, the children will be removed from the family composition and the family's subsidy standard will be reduced accordingly.

      3) If the agency indicates that it is unknown whether the children will be returned to the home and one hundred eighty (180) days has elapsed, the children may be removed from the family composition and the voucher size reduced at the very next annual unless the agency provides

documented information that the children will be returned by a certain date.

Oral conversations with the social service agency must be thoroughly documented in the family file, including the date of contact, name and title of contact person, name of agency, and telephone number and the details of the conversation.

b. Absence of head of household, spouse or co-head due to military service or school. If the head of household, spouse or co-head is absent from the home to serve in the military or attend school, the income will be included in the calculation of family income. However, income received as a result of special hazardous duty pay when exposed to hostile fire will not be included.

c. Absence of other family member due to military service or school. If a family member other than the head of household, spouse or co-head is absent from the home to serve in the military or attend school, the family has the option of considering the person permanently absent (income not counted, not on lease, and not counted for Voucher size) or temporarily absent (income counted, on lease, counted for Voucher size). Income received as a result of imminent danger pay when exposed to hostile fire will not be included.

d. Absence due to hospitalization of sole family member. When the family consists of only one member and that person leaves the home to go into a hospital or nursing home for a period of more than six (6) months, the assistance may be terminated. If a medical source documents that the person is expected to return to the unit in one hundred eighty (180) days or less, the person shall continue to receive assistance. If the person is not back in the unit within one hundred eighty (180) days, assistance may be terminated and must reapply for assistance.

e. Absence of All Household Members. If all members of the household are absent from the assisted unit for fourteen (14) consecutive days or more, the family must obtain the Housing Authority and the owner's approval. If the family fails to move-in or is absent from the approved unit during the first consecutive 14 days of occupancy, such failure would constitute an absence from unit and would require approval from Housing Authority. The family must provide a written notice to the Housing Authority explaining how long the family will be away, and the date of expected return and/or move-in. The Housing Authority must approve the family's absence. If the family fails to obtain the Housing Authority's approval the assistance may be terminated.

f. Adult visitors. An adult may visit a unit for no more than fourteen (14) cumulative days per year (This does not override the owner's lease). Adults exceeding this limit will be considered an unauthorized occupant by the Housing Authority and the assisted family will be required to provide evidence that the adult visitor resides elsewhere or the rental assistance maybe terminated.

g. Child visitors. Children under the age of eighteen (18) may visit a unit for a maximum of ninety (90) cumulative days per year without being considered part of the family composition, provided the family has the written permission from the owner/landlord and Housing Authority or the rental assistance may be terminated.

h. Joint Custody of Children. Children who are subject to a joint custody agreement but live in the unit at least fifty-one percent (51%) of the time will be considered members of the household. If the family includes a child who is temporarily absent from the home due to foster care, the standards in paragraph 2.a.) above will be used.

3. Calculating Earned Income

Earnings anticipated to be received in the twelve (12) months following the effective date of the certification will be annualized. To annualize income, the Housing Authority will multiply:

- Hourly income by the number of hours worked in a year;
- Weekly income by fifty-two (52) weeks, unless it is verified that less weeks will be worked;
- Bi-weekly income by twenty-six (26) pay-periods;
- Semi-monthly by twenty-four (24) pay-periods; and

- Monthly by twelve (12) pay-periods.

Where income is seasonal or fluctuates as to hours or rates, such as for teachers, construction workers, farmers or migrant workers, the Housing Authority will use the annualized income anticipated for twelve (12) months or a shorter period based on past income history of the family that can be verified, subject to an interim adjustment if additional verifiable documentation is obtained.

4. Temporary or Sporadic Income

Temporary or sporadic income is not counted in determination of annual income. Employment lasting less than thirty (30) days will be considered temporary; except for cyclical or seasonal work. Sporadic income includes amounts that are neither reliable nor periodic. Consideration must be given to whether the annualized income would cause a financial hardship on the family.

5. Cyclical or Seasonal Work (24 CFR 5.609)

When income varies due to cyclical or seasonal work, and the source of income has not changed from the previous year, the Housing Authority may rely on the previous year's income to anticipate income for the coming year. Increases in pay rate over that of the previous year will be considered in the calculation.

When anticipated income cannot be determined for a full twelve (12)-month period, the PHA will annualize current income and conduct an interim reexamination when income changes.

6. Calculating Seasonal/Periodic Income

Periodic and determinable income from child support payments, regular contributions or gifts, and wages that can be annualized is considered income. Example: A participant works as a relief person for a company, or as a substitute teacher, or a temp agency and work on an as need bases the earnings can be anticipated based on their work history. They may work once a month, any time during a given week, month, or year and the employer is able to provide a history of earnings for the last six (6) months to one (1) year (even though the work days are not consistent) the earnings are to be annualized as income.

Sample Case: John works for a temp service and is often assigned as a relief person for a large company. His hire date is February 25, 2009 earning $15 per hour and works 50 hours a week. The assignment is for two months. At the end of two months (April 2009) John is given a letter stating his service is no longer needed due to lack of work. John's earnings are $15 x $50 = $750 per week for 9 weeks = $6,750.00. John works consistently for the temp service 2 – 3 times a year and when the job assignment ends he receives unemployment.

Method 1:

The PHA should request the employer to provide a work history, the PHA then should annualize the income then conduct an interim re-exam when income changes.

Method 2:

Calculate anticipated income from all known sources for the entire year

- No interim re-exam
- History of income from past year(s) is needed
  - Not useful when future income source is "unknown" or "non-existent"

7. Net Income from Business or from Self-Employment

The net income from the operation of a business or self-employment is counted as income. Net income is the amount of business income received, less expenses incurred. Deductions from business income can include business vehicle expenses, supplies and materials, staff salary and benefits, depreciation of assets.

Any withdrawals of cash from the business will be considered income unless the withdrawal is reimbursements of cash or assets invested in the operation by the family. Expenditures for expansion or amortization of capital indebtedness are not used as deductions from income.

Business expansion includes substantially increasing the size of the business or branching out into adjacent areas that are not part of the original operation. Straight-line depreciation of assets is an allowable expense and can be verified through examination of the income tax forms filed for the business or financial statements. Similarly, the accounting records and financial statements can be used to determine the cash or assets invested in the business. This information can be used to determine whether or not a withdrawal is a reimbursement of investments in the business. If a business is co-owned by someone outside the household, financial statements and income tax returns can provide information to determine the level of net income to be attributed to the family from part ownership of the business.

8. Monetary Contributions

   Regular contributions and gifts received from persons outside the household, although not considered income, are included in the Tenant Rent calculation. This includes rent and utility payments paid on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts (those that are given every once in a while).

   Third-party verification of income from regular contributions and gifts will be obtained.

9. Alimony and Child Support

   All lump sum, periodic, and regular contributions (monetary or not) are counted as income for tenant rent calculation purposes. The amount awarded by the court is counted unless the tenant can verify that they are not receiving that amount. Third-party verification of income from these sources is obtained by contacting the source and/or the Child Support Division. If the verification is not received within a reasonable amount of time, the Housing Authority will allow the family to submit at least the last three (3) months of child support check stubs and/or complete a self-declaration statement, or a statement from the person providing the support. The Housing Authority will verify with the attorney general's office regarding child support issued by that office.

10. Lump Sum Payments for Delayed Start

    Lump-sum payments received due to delayed start of periodic payments such as unemployment or TANF (excluding Social Security and Supplemental Security Income benefits), whether due to disputes or processing problems, are counted as income in the following manner:

    a). If the lump sum amount is reported within thirty (30) days of the date it was received, the lump sum amount will not be taken into account prior to the next re-certification. If, at the next annual re-certification, the lump sum amount has been converted to an asset (i.e., placed in a savings account or invested), it will be treated like any other asset.

    b). If the lump sum is not reported within thirty (30) days, the increased income will be handled retroactively by adding the income to the annual income that was in effect when the payment was received, as long as the date is not prior to program participation. The Total Tenant Payment will be recalculated and compared to the previous Total Tenant Payment. The family has the choice of paying this "retroactive" rent to the PHA in a lump sum or entering into a Repayment Agreement with the PHA. The family officially owes this money to the PHA whether or not the family chooses to continue its participation in the Section 8 program.

    Attorney fees may be deducted from lump-sum payments when the services were necessary to recover the lump-sum settlement and when the recovery does not include additional monies to pay the attorney fees.

    Social Security and Supplemental Security Income benefits that are received in a lump sum or prospective monthly amounts are excluded from annual income. The lump sum payment may be treated as an asset.

11. Earned Income of a Full-time Student

    The earned income of a full-time student will not be included in the calculation of household income except for $480. See also [17 Income of Dependents] and [D Federally Mandated Income Exclusions].

12. Income from Assets

a). Assets Valued Under $5,000

When assets owned by any family member (including minors) have a combined cash value of less than $5,000, actual income received from the asset(s) is counted as income. (An example is checking and savings accounts.) In determining value of checking accounts, the PHA will use the lesser of the current balance or the average daily balance of the account for the most recent past three (3) months. Anticipated interest will be determined by multiplying the value of the checking account by the annual interest rate.

b). Assets Valued Over $5,000

When assets owned by any family member (including minors have a combined cash value of more than $5,000, the PHA will use the greater of actual net income received from the asset(s) or imputed income using the HUD passbook rate.

c). Assets Disposed of for Less than Fair Market Value

The PHA will count as an asset the difference between the market value and the actual amount received for assets disposed of for less than market value for two (2) years from date of disposition. An imputed income may be calculated if all assets total more than $5,000.

d). Contributions to Retirement Funds

While an individual is employed, only the amount the family can withdraw without retiring or terminating employment is included as assets. After retirement or termination of employment, any amount the employee elects to receive, as a lump sum is included in income.

13. Military (Armed Forces) Pay

The Military Pay of the head of household, spouse or co-head is included in annual income. All regular pay, special pay and allowances of member of the military will be included in income (EXCEPTION: Special hazardous duty pay for a family member exposed to hostile fire is excluded.)

14. Imputed Welfare Income

If a participant receives TANF benefits and the amount received is reduced because the welfare agency verified:

a). Welfare fraud; or

b). The participant failed to comply with economic self-sufficiency requirements. The PHA shall calculate the housing assistance payment and tenant rent portion based on the TANF benefit prior to the penalty or reduction.

However Imputed Welfare income must be calculated if the Welfare Agency verifies in writing that a family has been sanctioned for one of the two reasons above. Under these circumstances, the PHA will not reduce the total tenant payment for the family. The amount of the sanction in welfare benefits is identified as imputed welfare income. The amount of the imputed welfare income plus other income received by the family is used to calculate the total tenant payment.

When new income to the household exceeds the imputed welfare income, the imputed welfare income is no longer considered in the determination of annual income.

The family will be offered an opportunity for an informal hearing. The PHA will determine through third-party written verification why the benefits were reduced or suspended before adjusting the income and rent. If welfare benefits expired and program requirements were met, the family income will be reduced to determine rent.

15. Payments in Lieu of Earnings

When payments in lieu of earnings cannot be anticipated for the twelve (12) months following examination, annualize the payments in lieu of earnings and conduct an interim recertification when income changes. Examples of payments in lieu of earnings may include:

- Unemployment;
- Disability payment (unless it is a lump sum payment);
- Workers' Compensation (unless it is a lump sum payment); and
- Severance Pay (unless it is a lump sum payment).
- Lump-sum health and accident insurance payments and Workers' Compensation are not counted as income.

16. Periodic Payments and Allowances

    The full amount of periodic amounts received from:

    - Social Security
    - Supplemental Security Income
    - Annuities
    - Insurance Policies
    - Retirement Funds
    - Pensions
    - Disability or Death Benefits
    - Alimony or Spousal Support
    - Child Support
    - Other Types of Periodic Receipts

    The withdrawal of cash from an investment that is received as periodic payments (i.e. 401K, IRA) should be counted as income unless the family can document and the PHA verifies that amounts withdrawn are reimbursement of amounts invested. When a family makes a withdrawal from an account in which it has made an investment (such as an annuity or IRA), the withdrawals count as income only after the amount invested has been totally paid out.

    If benefits (such as Social Security or Veteran's benefits) are reduced due to a prior overpayment, use the actual amount of the current allocation (before withholding for medical premiums).

    If benefits are reduced due to other withholding, such as an IRS garnishment or child support garnishment, use the full award amount.

17. Income of Dependents

    A dependent is a family member who is under eighteen (18) years of age, is disabled (regardless of age), or is a full-time student (regardless of age).

    The head of household, spouse or co-head, foster-child, or live-in aide are never dependents.

    Benefits and non-earned income of minors is counted in determining annual income. Earned income of minors (seventeen (17) years old and under) is not counted.

    Count only the first $480 of earned income of full-time students age eighteen (18) and older who are not the head of household, spouse or co-head. If the full-time student status changes the change is to be done at the very next interim or annual recertification and the full amount of income will be included.

    Count only $480 of non-earned income (financial aid, scholarships, etc.) of full-time Post-Secondary

(college) students in excess of the amount paid for tuition and required fees.

All other non-earned income (monetary contributions, SS/SSI, etc.) shall be recognized at the amount earned.

Count all income (earned and non-earned) of the head of household, spouse or co-head, even if he/she is a full-time student or a minor.

A minor who is the head of household, or spouse, and/or is emancipated, income is counted (earned and non-earned) even if said minor is a full-time student.

C. TRUST DISTRIBUTION AND ANNUAL INCOME

- Revocable trust considered part of net family assets: If the value of the trust is considered part of the family's net assets, then distributions from the trust are not considered income to the family. (See Section G-Assets below for more information.)
- Revocable and irrevocable trust not considered part of net family assets: If the value of the trust's not considered part of the family's net assets, then distributions from the trust are treated as follows:
  - All distributions from the trust's principal are excluded from income.
  - Distributions of income earned by the trust (i.e., interest, dividends, realized gains, or other earnings on the trust's principle), are included as income unless the distribution is used to pay for the health and medical expenses for a minor.
- Clarification of the term "income" means "trust income" and not any distribution from the trust to the beneficiary

Annual Income/Net Family Assets Scenarios based on Trust Type

Trust Type	IS THE TRUST CONSIDERED A NET FAMILY ASSET?	IS THE ACTUAL INTEREST EARNED BY THE TRUST CONSIDERED FAMILY INCOME?	Are distributions of trust principal considered family income?	Are distributions of interest earned on the trust principal considered family income?
Revocable Grantor is not part of the assisted family or household (and the family or household is not otherwise in control of the trust)	NO	NO	NO	Yes, unless the distributions are used to pay for the health and medical expenses for a minor
Revocable Grantor is part of the assisted family or household (or the trust is otherwise under the	YES	YES	NO	NO

control of the family or household)				
Irrevocable (Typically, Special Needs Trust are irrevocable.)	NO	NO	NO	Yes, unless the distributions are used to pay for the health and medical expenses for a minor

D. AVERAGING INCOME

There are two ways to calculate income when the income cannot reasonably be anticipated for a full year:

1. Annualize current income (and subsequently conduct an interim reexamination if income changes); or
2. Average known sources of variable income to estimate an annual income (no interim adjustment is required if income remains as predicted).

Income from the previous year may be analyzed to determine the amount of anticipated income when future income cannot be clearly verified. If, by averaging, a reasonable estimate can be made, that estimate will be used to anticipate annual income over the next twelve (12) months, instead of changing the HAP every month as the income fluctuates.

E. FEDERALLY MANDATED INCOME EXCLUSIONS (24 CFR 5.609(b) (22))

There are incomes that are prohibited from being included in a family's income for rent determination purposes. These amounts, called exclusions, are not part of Annual Income. Details are found in the Code of Federal Regulations 24 CFR 5.609.

Excluded income is reported on form HUD-50058.

The PHA must obtain verification for income exclusion if, without that verification, a PHA would not be able to determine whether or not the income is to be excluded from Annual Income. Depending on the circumstances, any or all of the following may need to be verified:

- Source of excluded income;
- Circumstances that qualify a family member's income to be excluded; or
- The amount of the exclusion.

Beginning July 1, 2025, HUD will enforce certain new rules related to Income Exclusions. This section of the Administrative Plan is updated based on Notice PIH 2023-27, which does not reference all income exclusions, but rather provides guidance on new or revised income exclusions.

1. Wages of Family Members under Age Eighteen (18). The full amount of income from employment of children under the age of eighteen (18) years old (including foster children) are excluded in calculation of Annual Income.
2. Earnings in Excess of $480 for Full-Time Students over age eighteen (18). The first $480 of earned income of each full-time student, eighteen (18) years old or older, is counted in calculation of Annual Income. (Documented proof of full-time Student status must be provided.)
3. Refunds or Rebates of Property Tax on Home. Amounts received by a family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit are excluded in the calculation of Annual Income. Student Financial Assistance – The student financial assistance rules apply to both full-time and part-time students. Actual covered cost includes: tuition, books, supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and fees required and charged to a student by an institution of higher education (as defined under section 103 of the

Higher Education Act of 1965 (20 U.S.C. 1087uu). For a student who is not the head of household, co-head, or spouse, actual covered costs also include the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

Amounts Received under section 479B of the Higher Education Act (HEA) of 1965, as amended (20 U.S.C. 108uu). Section 479B provides that certain types of student financial assistance are to be excluded in determining eligibility for benefits made available through federal, state, or local programs financed with federal funds. The types of financial assistance listed below are considered 479B will be updated as of July 1, 2024.

- Federal Pell Grants;
- Teach Grants;
- Federal Work Study Programs;
- Federal Perkins Loans;
- Student financial assistance received under the Bureau of Indian Education:
- Higher Education Tribal Grant;
- Tribally Controlled Colleges or Universities Grant Program;
- Employment training program under section 134 of the Workforce Innovation and Opportunity Act (WIOA).

Other Student Financial Assistance. Other student financial assistance includes grants or scholarships received from the following sources:

- The Federal government;
- A state (including U.S. territories), Tribe, or local government;
- A private foundation registered as a nonprofit under 26 U.S.C. 501 (c)(3);
- A business entity (such as a corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity): or
- An institution of higher education.

Other Student Financial Assistance does not include:

- Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded under section 479B of the Higher Education Act HEA); or
- Gifts, including gits from family and friends.

There are two steps required as part of the calculation for section 8 students, the first of which is to determine the student's relationship to the household, age, and whether they have dependent children; based on the result of the first step, the second step is to calculate whether any excess student financial assistance should be included in the family's income.

The formula for calculating the excess amounts of financial assistance included in annual income is a one-step process of subtracting the total tuition plus required fees and charges from the total student financial assistance from all sources the one-step calculation is illustrated below:

*Subtract total tuition pus required fees and charges from the total student financial assistance from all sources to arrive at excess amount of student financial assistance. If the excess amount of student financial assistance is a positive number, then include that amount in annual income. If the excess amount of student financial assistance is zero or negative, then do not include that amount in annual income. If the

total tuition plus required fees and charges is zero or exceeds the amount of total financial assistance from all sources, then no excess amounts of student financial assistance will be included in annual income. Any amount of student financial assistance that exceeds the total tuition plus required fees and charges must be included in annual income.

If the student is the head of household, co-head, or spouse and is 23 or younger or does not have dependent children, then 479B assistance will be part of the total equation (see example below).

- Example – Roberto is a 22-year-old full-time student without dependent children, Since Roberto is a Section 8 Participant head of household who is not over 23 with dependent with dependent children, the PHA follows the Appropriations Act Policy to determine if Roberto receives student financial assistance in excess of tuition from both HEA and other Sources. Roberto received the following amounts to cover his first year of College: Federal Pell Grant: $12,000; University Scholarship: $22,000; City Scholarship: $3,000.
  Roberto Total assistance received under 479B of HEA: $12,000 (Federal Pell Grant); Total other student financial assistance from all sources: $25,000; Total student financial assistance from all sources: $37,000. Total tuition + required fee and charges: $27,000. Subtract the total cost of tuition + required fees and charges from the total amount of student Financial assistance: $37,000 – 27,000 = $10,000. The total amount of student financial assistance from all sources received by Roberto exceeds the total amount of tuition and required fees and charges. Excess student financial assistance: $10,000. Amount of student financial assistance included in Roberto's income: $10,000.

If the student is the head of household, co-head, or spouse and is 23 with dependent children, then the calculations will be identical for Public Housing and non-Section 8 MFH students.

- Example – Cedric is a 28-year-old of household and a full-time student with a 5-year-old daughter and a 9-year-old son who are his dependents. The PHA will follow the rules under 5.609(b)(9) (the same as for non-section 8 Programs). Cedric received the following amounts to cover his first year of college: Teach Grant $8,000; Federal Pell Grant: $3,000; College Scholarship: $6,000. Total assistance received under 479B of HEA: $11,000 (Teach Grant plus Federal Pell Grant). Total other student financial assistance received: $6,000. Total tuition + required fees and charges: $26,000. Step 1 Determine amount of tuition plus required fees exceeding 479B assistance. $26,000 (total tuition + required fees and charges) minus $11,000 (total assistance received under 479B of HEA) equals $15,000. Step 2 Determine amount of student financial assistance to include in income. $6,000 (other student financial assistant received) minus $15,000 (amount of tuition + required fees and charges exceeding 479B assistance) equals -9,000 (if negative, then use $0). The amount of other student financial assistance received by Cedric does not exceed the total amount of tuition and required fees and charges. Excess student financial assistance: $0. Amount of student financial assistance included in Cedric's income: $0
- Example – Angel is a 38-year-old full time student, head of household, without dependent children. Since Angel does not have dependent children, the Appropriations Act policy does not apply, the PHA must include assistance received under 479B of HEA as part of the excess student financial aid calculation. Angel received the following amount to cover her first year of college: Perkins Loan: $8,000. Total assistance received under 479B of HEA: $8,000 (Perkins Loan). Total tuition + other fees and charges: $6,200. Determine whether the amount of student financial assistance, including 479B assistance, exceeds the total of tuition + fees and charges: $8,000 - $6,200 = $1,800. Excess student financial assistance: $1,800. Amount of student financial assistance included in Angel's income: $1,800.

4. Lump-Sum Additions to Family Assets. Lump-sum additions to family assets, such as inheritances, health and accident insurance, worker's compensation, capital gains and settlements for personal or property losses are excluded in the calculation of Annual Income.
5. Lump-Sum Payments of Deferred Benefits. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded in the calculation of Annual Income.
6. Amounts Set Aside for Use and PASS. Amounts received by a person with a disability that are disregarded for a limited time for purposes of SSI eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS) are excluded in the calculation of Annual Income. Nonrecurring Income

    A. Income that will not be repeated beyond the coming year (i.e., the 12 months following the effective date of the certification), based on information provided by the family, is considered nonrecurring income and is excluded from annual income. However, income received as an independent contractor, day laborer, or seasonal worker is not excluded from income 5.609(b) (24), even if the source, date, or amount of the income varies.

    B. Income that has a discrete end date and will not be repeated beyond the coming year during the family's upcoming annual reexamination period will be excluded from a family's annual income as nonrecurring income. This does not include unemployment income and other types of periodic payments that are received at regular intervals (such as weekly, monthly or yearly) for a period of greater than on year that can be extended.

    C. Income amounts excluded, but are not limited to nonrecurring payments made to the family or to a third party on behalf of the family to assist with utilities, eviction prevention, security deposits to secure housing, payments for participation in research studies depending on the duration, and general one-time payments received by or on behalf of the family. PHAs may accept a self-certification from the family stating the income will not be repeated in the coming year.

    D. The following list of exclusions is codified at 24 CFR 5.609(b) (24) as nonrecurring income. Please note that the list is not exhaustive:

- Direct federal or state economic stimulus payments;
- Amounts directly received by the family as a result of state refundable tax credits or state tax refunds at the time they are received;
- Amounts directly received by the family as a result of federal refundable tax credits or federal tax refunds at the time they are received;
- Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding, baby shower, birthday or anniversary gifts);
- In-kind donations (e.g., food, clothing, or toiletries received from a food bank or similar organization); Non-recurring, non-monetary in-kind donations from friends (PHAs may accept a self-certification from the family stating that the income will not be repeated in the coming year family may be excluded as non-recurring income) an
- Lump-sum additions to net family assets (e.g., lottery winnings, contest winnings, etc.);
- Insurance Payments and Settlements – Insurance payments and settlements for personal or property losses, including but not limited to payment under health insurance, motor vehicle insurance, and workers' compensation, are exclude from annual income. Any workers' compensation is always excluded from annual income, regardless of the frequency. or length of the payments.
- Civil Action Recoveries or Settlements;
- Veterans Regular Aid and Attendance – Payments to veterans in need of regular aid and attendance are excluded from annual income under 38 U.S.C. 1521.

- Home-Based Care Payments for a Family Member(s) with a Disability(ies) – Payments made by or authorized by a state Medicaid agency (including through a managed-care entity) or other state or federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit are excluded from the calculation of the family's annual income. Both the person providing the care and the person who has the disability must be family members (not household members) and must live in the same assisted household. The exclusion does not apply to income earned by the family for other caregiving services provided to individuals outside of the assisted household;
- Loan Proceeds – Loan proceeds may include, but are not limited to, personal loans (with a loan agreement) and student loans, regardless of whether the proceeds are received in the form of a refund to the student.
- Certain Payments Received by Tribal Members
    A. Cobell Settlement
    B. Tribal Trust Settlements
- Exclusions from Other Federal Statutes
- Achieving a Better Life Experience (ABLE) Accounts – Able accounts are excluded from the definition of net family assets, and therefore income generated from such accounts is not considered when calculation income from assets. Distribution from these accounts are also excluded from income.
- Income and Distributions from Coverdell Education Savings Accounts, 529 Accounts, and "Baby Bond" Accounts

7. Medical Expenses. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member are excluded in the calculation of annual income.
8. Income of Live-In Aides All income of a live-in aide is excluded in determining annual income.
9. Adoption Assistance Payments in Excess of $480 per Child. Count as Annual Income the first $480 per child of adoption assistance payments.
10. Payments Keep Developmentally Disabled Family Members at Home. Amount paid by a State or local agency to a family with a member who has a developmental disability living at home is excluded in the calculation of Annual Income.
11. Payments Received for the Care of Foster Children or Adults. Payments received for the care of foster children or foster adults are excluded in the calculation of Annual Income. Foster Adults are usually persons with disabilities, unrelated to the tenant family, who are unable to live alone.
12. Armed Forces Hostile Fire Pay. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire is excluded in the calculation of Annual Income. All other pay to household members who are serving in the Armed Forces is included in income.
13. Foreign Government Reparation Payments. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era are excluded in the calculation of Annual Income.
14. Earning and Benefits from Employment Training Programs Funded by HUD. Training programs funded by HUD will have goals and objectives. This is not to be confused with employment by the PHA.
15. Incremental Earnings and Benefits from Participation in Qualifying State and Local Employment Programs. Incremental earnings and benefits received by any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff are excluded in the calculation of Annual Income.

    A qualified training program is one that is part of a State or local employment-training program and has clear

goals and objectives. This would include programs that have the goal of assisting participants in obtaining employment skills, and are authorized or funded by Federal, State or local law, or operated by a public agency. These include programs through Department of Labor, Employment Training Administration, and Welfare-to-Work Grants.

Amounts excluded by this provision are excluded only for the period during which the family member participates in the employment-training program. Reimbursement for out of pocket expenses while attending a public assisted training program. Amounts received by participants in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program are excluded in the calculation of Annual Income.

16. Resident Service Stipend not to exceed $200 per month for services to the PHA. Amount received under a resident service stipend is excluded in the calculation of annual Income. A resident service stipend is a modest amount, not to exceed $200 per month, received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, ground maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time. The Public Housing Reform Act provides that the governing board of a PHA must generally contain at least one member who is directly assisted by the PHA. To support and facilitate implementation of this new statutory requirement, HUD has clarified that the resident service stipend exclusion covers amounts received by residents who serve on the PHA governing board.
17. The value of the allotment provided to an individual under the Food Stamp Act.
18. Payments to volunteers under the Domestic Volunteer Services Act which includes, but is not limited to:
    - RSVP;
    - Foster Grandparents;
    - Senior Companion Program;
    - VISTA;
    - Peace Corps;
    - Service Learning Program;
    - Special Volunteer Programs;
    - Small Business Administration programs such as National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience;
    - Service Corps of Retired Executives (SCORE); or
    - Active Corps of Executives.
19. Payments received under the Alaska Native Claims Settlement Act
20. Income derived from certain sub-marginal land of the U.S. that is held in trust for certain Indian tribes
21. Payments or allowances under Department of Health and Human Services Low-Income Home Energy Assistance Program (LIHEAP).
22. Payments received under programs funded in whole or in part under the Job Training Partnership Act, now known as Workforce Investment Act.
23. Income derived from the disposition of funds of the Grand River Band of the Ottawa Indians.
24. The first $2000 of per capita shares from judgment funds awarded by the Indian Claims Commission or the Court of Claims or from funds held in trust for an Indian tribe by the Secretary of the Interior.

25. The full amount of Federal scholarships funded under Title IV of the Higher Education Act of 1965, including awards under Federal work study programs or under the Bureau of Indian Affairs student assistance program.
26. Payments received from programs funded under Title V of the Older Americans Act of 1965 which includes, but is not limited to:
    - Senior Community Services Employment Program;
    - National Caucus Center on the Black Aged;
    - National Urban League;
    - Association National Pro Personas Mayors;
    - National Council on Senior Citizens; or
    - Green Thumb
27. Payments received on or after January 1, 1989 from the Agent Orange Settlement Fund or any fund established pursuant to the settlement in the Agent Orange product liability legislation.
28. Payments received under the Maine Indian Claims Settlement Act of 1980.
29. Child care arranged for or provided under the Child Care and Developmental Block Grant Act or any amount received for such care or reimbursement for costs incurred in such care.
30. Federal and State Earned Income Tax Credit refund payment.
31. Payments by the Indian Claims Commission to the Confederate Tribes and Bands of the Yakima Indian Nation or the Apache Tribe of the Mescalero Reservation.
32. The first $2000 of income received by an individual Indian derived from interests or trusts or restricted land.
33. Allowances, earnings, and payments to Ameri Corps participants under the National and Community Service Act of 1990.Any allowance paid under provisions of 38 U.S.C 1805 to a child suffering from spinabifida who is the child of a Vietnam Veteran.

1. Any amount of crime victim compensation that the applicant (under the Victims of Crime Act) receives through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant.
2. Amounts earned by temporary Census employees for determining income in the Departments assisted housing programs. Terms of employment may not exceed 180 days for the purposes of the exclusion.

F. EARNED INCOME DISALLOWANCE (EID) (Adults with Disabilities ONLY)

1. A Voucher Client with disabilities who qualifies for an Earned Income Disallowance before 12/31/2023 will be eligible to receive the full 24 months of benefits (as long as he or she qualifies) but the program has been discontinued effected 1/1/2024 by Federal Statute. BCHA shall not enroll any new families in the EID
2. This disallowance of an increase in earned income only applies to families currently receiving housing assistance and is only applicable for the 24 months following initial enrollment prior to 1/1/2024. In order to qualify the family:
    a. Whose annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment; or
    b. Whose annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or
    c. Whose annual income increases as a result of new employment or increased earnings of a family member who is a person with disabilities, during or within six (6) months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act. The TANF program includes formula-driven

maintenance assistance and such benefits and services as one-time payments; wage subsidies and transportation assistance-provided that the total amount over a six (6) month period is at least $500; or

d. Previously unemployed includes a person with disabilities who has earned, in the twelve (12) months previous to employment, no more than would be received for ten (10) hours a week for fifty (50) hours per year at one established minimum wage.

Note: Receipt of Food Stamps and/or Medicaid is not part of the TANF program. If no TANF assistance is provided as listed above, the family will not qualify for the earned income disallowance under TANF provisions but may qualify under the remaining criteria. The PHA will verify receipt of benefit or services other than monthly maintenance with the TANF provider if the family indicates that their eligibility for the earned income disallowance is based on other assistance under TANF.

Incremental increases in earned income are excluded fully for the first twelve (12) month period and fifty percent (50%) excluded for the second twelve (12) month period. The PHA will maintain a log for each individual showing, if applicable, earning and benefits from qualified training programs, incremental earnings from increased employment for the first twelve (12) month period and the second twelve (12) month period.

3. The disallowance of increase in earned income will be calculated as follows:

a. During the cumulative twelve (12) month period beginning on the date a member, who is a person with disabilities of a qualified family, is first employed or the family first experiences an increase in annual income attributable to employment, the PHA must exclude from annual income, of a qualified family, any increase in income of the disabled family member as a result of employment, over prior income of that family member.

Example: The disabled family member receives SSI of $500 per month. The disabled family member starts a job as a greeter at a local retail store for $5.00 per hour, 20 hours per week. Assume for this example the SSI remains the same.

The first 12 months the income is as follows:

SSI: $500 x 12 = $6,000

Work: $5.00/hr x 20 hrs x 52 weeks = $5,200*

$6,000 Gross Annual Income

*this amount is excluded for 12 months.

b. Phase-In Period. During the second cumulative twelve (12) month period after the date a family member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the PHA must exclude from the annual income of a qualified family member fifty percent (50%) of any increase in income of such family member as a result of employment over income of the family member prior to the beginning of such employment.

The second 12 months the income is as follows:

SSI: $550 x 12 = $ 6,600

Work: $5.50/hr x 25 hrs x 52 weeks = $ 7,150

Excluded 50% - $ 3,575

$10,000 Gross Annual Income

c. Maximum two (2) year disallowance. The disallowance of increased earned income of an individual family member who is a person with disabilities as provided in (a.) and (b.) above is limited to a lifetime twenty-four (24) month period. The one hundred percent (100%) exclusion applies for the first twelve (12) month period and fifty percent (50%) exclusion for the second twelve (12) month period.

d. This exclusion does not apply to admissions.

Because only a person with disabilities is eligible for the earned income disallowance under the Housing Choice Voucher program, the PHA will discontinue the allowance for a qualifying person with disabilities who is no longer considered disabled at their next regularly scheduled recertification. A decision regarding "no longer disabled" will be verified through the Social Security Administration for SSI and SDI recipients; or from a medical, health, or rehabilitation professional for those not receiving publicly funded benefits.

G. ASSETS

The PHA will determine the net cash value of each asset by deducting reasonable costs that would be incurred to convert the asset to cash from the market or face value of the asset.

Reasonable costs include, but are not limited to: penalties for early withdrawal of funds from CD's, Money Market accounts, IRAs, annuities, etc.; the cost basis plus commissions and fees for stocks, bonds and other capital investments; appraisal fees, realtor commissions, closing costs, repair costs, if applicable, for real property: penalty fees for early withdrawal of IRA's, pensions and annuities.

If assets are held jointly in an account, the full value of the asset less any reasonable costs will be counted unless the family member can demonstrate that their access to the account is legally restricted. The PHA must be able to verify the restriction.

Necessary items of personal property are not counted as assets. These include but are not limited to: clothing; furniture, personal automobiles, computers and related equipment for personal but not business use.

Assets include, but are not limited to trusts (only if a family member has access or control of the trust), joint accounts, investments, CDs, IRAs, Keogh, real or personal property or other annuities to which the family member has access even if penalties would be imposed for early withdrawal.

In determining the net cash value of assets, the PHA will treat assets as follows:

1. Trusts. Principal from a trust is not counted as an asset if the trust is not revocable by, or under the control of, any member of the family, so long as the fund continues to be held in trust. Any distributions are considered to be part of annual income. A lump sum distribution in total or in part will be added to all other income and divided by twelve (12) to obtain the gross monthly income. Verification of trust provisions should be contained in the original trust documents. If the documents cannot be obtained, verification should be obtained from the trustee (an individual or financial institution).

   If a family sets up an irrevocable trust for the benefit of another person outside of the household, the PHA must determine whether or not the value of the trust is less than the fair market value of the assets contained therein had the family retained the asset. If that is the case, the fair market value less reasonable costs must be determined and the net value of the asset included in total assets. Any income the family receives from this trust will be included in annual income. Nominal amounts set aside in trust for or donated to charitable organizations up to $1,000.00 will not be considered assets disposed of for less than fair market value.

2. Joint Ownership. For joint ownership of assets, the PHA must determine the percentage of ownership attributable to the family member. Documents that may provide this information include deeds, tax returns, ownership papers, and financial institution records. These types of documents should, if applicable to the asset, describe whether the family member has full or restricted access to the asset. If restricted the PHA will use only that portion of the asset, which is available to the family member.
3. Investments. The family must maintain the original copies of receipts for purchases of stocks, bonds, etc. Another source is original periodic statements from brokers that reflect the cost basis of any investment holding which are liquidated. This information will provide the basis for determining reimbursement for amounts invested.
4. Retirement Benefits (CDs, IRAs, Keogh). Retirement/pension accounts, while the household member is employed, are counted as assets only if there is access to cash from the account while employed. Similarly, if funds are held in the account with the principal restricted from access, only distributions from the fund are

counted as income.

5. Checking and Savings Accounts. Checking and savings accounts are also considered as assets. The total amount in savings will be considered an asset unless the account is specifically designated under a plan for self-sufficiency for a person with a disability under Social Security Administration guidelines. Checking accounts are also assets under HUD guidelines; however, since most checking accounts are used primarily as a pass-through for receipt of income and payment of monthly household expenses, only the amount in the checking account in excess of $1,000.00 will be considered to be an asset. The PHA may grant an exception to this threshold if the family states and the PHA can verify that regular household expenses such as rent, utilities, food, etc., exceed that threshold.

   Verification of these accounts will be made through bank statements and passbooks. Bank statements for at least six (6) consecutive months will be requested for verification of balances in checking accounts. For threshold exceptions, original billings, rental receipts and related documents will be required.

   Note: The interest from an interest-bearing checking account is considered an asset.

6. Annuities. Annuities may provide for either fixed or variable payment. For variable payments, the PHA will evaluate historical information to determine the approximate anticipated payment amount for the next twelve (12) month period. This annualized income may be adjusted based on significant changes from the anticipated income. The holder of an annuity may withdraw the funds at any time before maturity but will pay a penalty for early withdrawal. Verification of the penalty amount may be obtained from the company holding the annuity and should be deducted from the total distribution before determining asset or income amounts. Monthly or periodic regular annuity payments are counted, as income while the principal of the annuity remains an asset until fully liquidated. Verification of any annuity expenses will be obtained from the annuity provider.

7. Net Cash Value of Assets Disposed of for Less than Fair Market Value for 2 Years from Date of Disposition. Reasonable costs include, but are not limited to penalties for early withdrawal of funds from CD's, Money Market accounts, IRAs, annuities, etc.; the cost basis plus commissions and fees for stocks, bonds and other capital investments; appraisal fees, realtor commissions, closing costs, repair costs, if applicable, for real property: penalty fees for early withdrawal of IRA's, pensions and annuities.

   If assets are held jointly in an "and" or an "or" account, the full value of the asset less any reasonable costs will be counted unless the family member can demonstrate that their access to the account is legally restricted. The PHA must be able to verify the restriction.

   Necessary items of personal property are not counted as assets. These include but are not limited to: clothing; furniture, personal automobiles, computers and related equipment for personal but not business use.

8. Lump Sum Additions. Lump sum additions such as inheritances, insurance payments (including payments under health and accident insurance and Workers' Compensation, except those portions which are reimbursement for expenses paid out by the family or otherwise excluded by HUD regulation), capital gains and settlement for personal or property losses are counted as assets whether or not they are placed in savings or other investment vehicles. The PHA will verify payments of inheritances through the executor; health, accident and Workers' Compensation payments through the provider; capital gains through the broker, original 1099's or tax returns; and settlements for personal or property losses through the insurer.

   Lump sum payments of $500 or less will not be included in the calculation of assets.

H. HUD REQUIRED DEDUCTIONS

HUD has five (5) allowable deductions from annual income:

In accordance with 24 CFR 5.611(a) housing authorities are required to deduct the following amounts from annual income:

- $480 for each dependent (whose not the head, co-head, or spouse) under 18 years of age, a person with disabilities (of any age), or a full-time student (of any age)

- $400 per elderly or disabled household;

    - The sum of the following to the extent that the sum exceeds 3% of annual income: unreimbursed medical expenses, unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities so that a member of the household including the person who is the one with the disability. Any reasonable childcare expense necessary to enable a member of the family to be employed or to further his or her education.

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1. Dependent Allowance: $480 each for family members (other than the head, spouse or co-head) who are minors (including children who are adopted), and for family members who are eighteen (18) and older who are full-time students or who are disabled (foster children, foster adults, and children of live-in aides are not entitled to this deduction).
2. Elderly/Disabled Allowance: $400 per family for families whose head, spouse or co-head is sixty-two (62) or over or disabled.
3. Allowable Medical Expenses: Deducted for all family members of an eligible elderly/disabled family. The allowable medical expense is that portion of total medical expenses that exceeds three percent (3%) of annual income. IRS publication 502 will be used as guidance where questions arise as to an item's eligibility. This publication provides a complete listing and description of allowable medical and dental expenses that can be included as medical deductions. Where an expense item can be treated as either a medical or a disability assistance expense the PHA will calculate the expenses both ways and give the family the greater deduction. The PHA will advise all families at each certification/recertification that they may report any one-time or recurring medical or disability expense cost and request an interim recertification if the family provides receipts showing payment for medical expenses during the qualifying twelve-month period.
4. Allowable Disability Assistance Expenses: Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the disabled person or another adult family member to work. The allowance for medical expenses will be equal to the amount by which the sum of both disability and medical expenses exceeds three percent (3%) of annual income.

    Disability assistance expenses are those reasonable expenses that are anticipated during the period for which annual income is computed for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled family member) to be employed. These expenses may not be paid to a member of the family nor reimbursed by an outside source.

    The PHA must determine what is" reasonable" based on local conditions and costs as well as whether the expenses are directly linked to enabling the family member to work. Reasonable attendant care costs for the locality should be verified through a local social services agency which handles attendant care needs, or an Independent Living Center that assists families in matching attendants with disabled clients. In determining the reasonable cost for equipment, special apparatus or accessibility modifications, the family should provide estimates of costs for the Housing Authority's use in evaluating what is "reasonable".

    Attendant care includes the actual cost of providing an attendant to care for a disabled person either in the home or in the work place based on local standards for hourly pay or salary. Equipment may include but not be limited to providing a wheelchair (manual or electric) to allow the disabled individual the mobility to go from home to place of employment or to facilitate care in the home, ramps to provide access to and from the unit, modifications to a vehicle or special equipment to enable a blind individual to read or type, but only if this enables the disabled person or other family member to work, any other type of special equipment needed for mobility if the use thereof is demonstrated to be employment related for the disabled person or another family member. The amount allowed is limited to the amount that exceeds three percent (3%) of gross family income and does not exceed the amount earned as a result of the expense.

    The PHA must be able to verify that there is a direct link between the disability assistance expenses claimed by the family and a family member (including the disabled family member) going to work. This will generally involve determining whether the employed family member was previously employed.

If more than one family member is enabled to work as a result of the incurring of disability assistance expenses, the PHA will verify the employment and combine the incomes of all working family members to establish the cap by which the expenditures are limited.

In some cases, purchased equipment, a computer with adaptation devises for the disabled individual, for example, will not be used exclusively for employment purposes. In such case, the PHA will require the family to certify as to the percentage of the time the equipment is used strictly for employment purposes and prorate the expense.

Example: A computer is purchased for the home and is used by the disabled person to perform medical billing or transcription. The disabled person certifies that sixty percent (60%) of the computer use is strictly related to the employment and forty percent (40%) for other personal use. The cost of the computer, peripheral equipment (printer, software, etc.) and special adaptive devices is verified by original invoices and receipts to be $2,400. The PHA would allow $1,440 as the disability assistance expense deduction provided that the income from the employment use of the equipment exceeds the expense cap.

If both childcare and disability expenses are needed to enable a person to work, the PHA will use the same employment income to justify the childcare allowance and the disability assistance allowance.

5. Childcare Expenses: Deduction for the care of children (including foster children) less than thirteen (13) years of age when childcare is necessary to allow an adult member to work, attend school or actively seek employment. Childcare expenses must be "reasonable" and may not exceed the amount of employment income that is included in annual income. The PHA will make a determination as to what is a reasonable rate for childcare based on local conditions and rates. The PHA will obtain information from the social services agency that certifies childcare providers, day care centers, federally funded after school programs, etc., and determine a scale of reasonable costs.) If it is determined that there is a significant difference between in-home care and day care center charges, the PHA will develop a separate scale for each. If the family has school age children who require care only before and/or after school hours, the PHA will consider payment for before and/or after school activities to be a reasonable expense in lieu of individual childcare. At annual certification the PHA will determine the total anticipated childcare expense for the employed family members (including increases for care need during school breaks and summer vacations for school age children) and average the amount over twelve (12) months. Should there be a significant variation from the estimated amount the family may request an interim certification adjustment. If childcare is required to allow one or more family members to be employed, the amount of the childcare expense may not exceed the total of earned income received by all family members. The amount of childcare expenditure must be reasonable if the purpose of the childcare is to allow a family member to actively seek employment or to further his or her education.

Childcare expenses may be divided between two households in cases of split custody. If only one custodian is an assisted family, the cost of childcare will be pro-rated based on the percentage paid by each custodial parent. The cap on eligibility for childcare expenses allowed the assisted family would still be based on the earned income limitation.

One or more family members can engage in qualifying activities for childcare purposes as long as the limitations of reasonable expenses for job search and education and expenses not exceeding earned income for employment are applied.

The deduction for childcare is not given if an agency or person outside the household reimburses the expenses.

The following standards are the criteria for allowing childcare expenses as a deduction:

a. Enable to work: The maximum childcare allowed would be based on the amount earned by the person enabled to work. The "person enabled to work" is the adult member of the household who earns the least amount of income from employment. The childcare deduction may not exceed the amount of income

earned by the person enabled to work.

To Attend school: To qualify for childcare deductions under the provision of furthering education, the family member must demonstrate that they are enrolled in some accredited or approved educational or training program. While the type of educational effort may vary widely and be either full-time or part-time, evidence of regular participation will be required and verified by the PHA. Furthering education can include but is not limited to; completing high school or equivalency (GED), trade school, Community or Junior College, four-year College, technical schools, ESL or basic education classes, apprenticeship programs, certificate programs, clerical school and even independent study, if the family member must access on-line educational programs out of the home. The family member must provide and the PHA verifies information on the type of educational program, the number of units or hours of participation, and the name of the educational institution or training facility. The PHA will allow childcare expense coverage to include pick-up and drop-off of children at the provider's location. The PHA will also evaluate expenses which may exceed the norm if childcare must be provided evenings, nights or weekends for either educational or employment purposes.

The PHA will review the work hours or educational hours to assure that the combined employment or education hours plus pick-up/drop-off times are within a reasonable timeframe (generally determined to be no more than one hour before or after scheduled work hours or class times). Exceptions may be made for overtime, special seminars or testing, providing the PHA can verify the extended times.

The PHA will compare the number of hours the family member is attending school and base the reasonableness standard on the number of hours that the family member is attending school (with the addition of one-hour travel time to and from school) versus the number of hours claimed for childcare. The number of hours for which the childcare deduction is allowed shall not exceed the school and travel time.

b. Childcare to seek employment: The deduction for childcare to seek employment must not exceed the Annual Adjusted Income of the family member seeking employment.

To claim the deduction, verification from the childcare provider must include the name, address, and phone number of the company or individual childcare provider, the names of the children being cared for, the number of hours for which childcare is provided, the rate of pay, and the typical yearly amount paid (taking into account school and vacation periods).

Verification from the job seeker must include documentation from an employment service agency and/or written verifications of interviews from potential employers. Childcare allowance will not be provided for time spent seeking employment via home computer.

To qualify for childcare deductions under the provision of actively seeking employment, the family member may be a participant in an official job search program or may simply demonstrate independent job search activities. In either case, in order to verify the time spent in seeking employment, the PHA will require the family to maintain a log that reflects the following:

- The date and time of drop off children for childcare, if provided outside the home;
- The name and location of the prospective employer, unemployment office or employment agency;
- The name of the person(s) contacted and telephone number;
- The length of time for completion of the application, the interview, testing or other job search activity;
- The time the children are picked up.
- The total amount paid for the childcare as well as the name, address and telephone number of the childcare provider.

If multiple applications or interviews are held consecutively or on the same day, the above information should be provided for each prospective employer or agency. The PHA may use this information to verify

the contacts and eligibility of childcare expenses. Since job search activities may be irregular and not easily anticipated, the PHA may attempt a limited inclusion at the annual certification and conduct an interim examination after some actual expenditures have been incurred. In many instances, job search periods will be of limited duration, but in some cases the job search period may be extended, especially if the type of employment sought is limited in availability, employment opportunities of any kind are scarce or the job skills needed are unusual.

I. De Minimus Errors in Income Determinations

1) The PHA will not be considered out of compliance when making annual income determinations solely due to de minimis errors in calculating family income. "De Minimis" errors are errors where the PHA determination of family income deviates from the correct income determination by no more than $30 per month in monthly adjusted income ($360 in annual adjusted income) per family.
2) PHA's must take corrective action to credit or repay a family if the family was overcharged rent, including when PHA's makes de minimis errors in the income determination. Families will not be required to repay the PHA in instances where the PHA miscalculated income resulting in family being undercharged for rent. PHA's state in their policies how they will repay or credit a family the amount they were overcharged as a result of the PHA's de minimis error in income determination.

BCHA Policy:

BCHA will reimburse a family for any family overpayment of rent, regardless of whether the overpayment was the result of staff-caused error, staff program abuse, or a de minimis error. In case where overpayment is $30 or more, BCHA will issue a check to the family for the overpayment; and in all other cases where the overpayment is less than $30, BCHA shall issue a credit and reduce the total tenant rent amount for the next immediate rent payment due by increasing the HAP payment amount to cover the amount of the overpayment.

J. MINIMUM RENT & FINANCIAL HARDSHIP

The minimum rent for Section 8 participants is $50.00. All Voucher families will contribute the highest of thirty percent (30%) of monthly-adjusted income**,** ten percent (10%) of monthly gross income**,** or the minimum rent toward the rent plus any rent above the applicable Payment Standard.

1. The minimum rent requirement may be waived under certain circumstances. Financial hardship status is to be granted immediately for ninety (90) days in the event of the following:
   a. The family has lost eligibility or is awaiting an eligibility determination to receive federal, state or local assistance, including a family having a non-citizen household member lawfully admitted for permanent residence and who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996;
   b. The family income has decreased due to changed circumstances such as separation, divorce and abandonment;
   c. One or more family members have lost employment;
   d. The family would be evicted as a result of imposing the minimum rent requirement;
   e. There has been a death in the family; or
   f. There are other hardship situations determined by the PHA on a case-by-case basis, i.e. alimony, child support, etc.

   Financial hardship exemption only applies to payment of minimum rent, not to rent based on the formula for determining the Total Tenant Payment (TTP).

2. If tenant initiates a request for a hardship exemption that the PHA determines is temporary in nature:

   a. If the hardship is determined to be temporary, minimum rent may be suspended; during the ninety (90) day period beginning on the day the request is made. At the end of the ninety (90) day period, the minimum rent is reinstated retroactively to the date of suspension and the HAP is again adjusted.

   b. In the case of a temporary hardship, the PHA will allow the family a maximum of six (6) months to make payment of any delinquent minimum rent payments accrued during the suspension period. However, the family must execute a Repayment Agreement.

   c. If the hardship is subsequently determined to be long-term, the PHA will retroactively exempt residents from the minimum rent requirement for the ninety (90)-day period.

   d. Note that the PHA can only suspend the minimum rent contribution. If the family is residing in a unit whose Gross Rent exceeds the Payment Standard, the family will be responsible for the excess rent.

3. Hardship determinations are subject to the Housing Authority's Informal Hearing Process and families are exempt from any escrow deposit that may be required under regulations governing the hearing process for other determinations.

K. PRORATED ASSISTANCE FOR "MIXED" FAMILIES

1. Applicability

   Prorated assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible non-citizens.

   "Mixed" families that were a participant on June 19, 1995 and do not qualify for continued assistance must be offered prorated assistance. Mixed family applicants are entitled to prorated assistance. Families that become mixed after June 19, 1995 by addition of an ineligible member are entitled to prorated assistance.

2. Prorated Assistance Calculation

   Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Total Tenant Payment is the gross rent minus the prorated assistance.

3. Voucher Size

   Although assistance will be pro-rated based on eligible family members, in calculating proper voucher size to be issued, the ineligible household member shall be counted for the total household size. The voucher size will be issued under the same policy as referenced under Occupancy Standards listed on page 36.

L. RENT BURDEN

1. Initial Rent Burden

   The Rent Burden is the family's payment to the owner/landlord plus utility allowance. This total figure should be equal to or less than forty percent (40%) of the family's monthly adjusted income.

   New admissions to the Housing Choice Voucher Program and continuing program participants who move to a new unit will not be allowed to pay more than forty percent (40%) of adjusted income for rent.

   If the rent burden of the selected unit is over forty percent (40%), the new admission family, or participant family who is moving, will be advised to seek a lower priced unit.

2. Family Moves

   If a family requests to move out of the current unit to another unit and is eligible for continued assistance, the family will be issued a Housing Choice Voucher and will be subject to the new rent calculation and to the forty percent (40%) rent burden restriction.

3. Owner/landlord Increases in Rent

If an owner/landlord submits notice of an increase in rent for a contracted unit, and the resulting Tenant Rent exceeds forty percent (40%) of the family's adjusted income, the family has the option to remain in the unit and pay the additional costs. The family may also submit a Notice to Move to the owner/landlord and request a Housing Choice Voucher to move to another unit.

M. ZERO INCOME or VERY LOW INCOME

Families reporting no family income or very low income ($200 or less per month) will be asked at application and re-certification how the family pays for necessary living expenses. If it is determined that the family receives no wage or salary income, or from other sources such as SS/SSI, pension, certified self-employment, child support, etc., or the income from those sources is very low; the family will be required to complete, sign, and date a statement of zero/very low family income. Such families will be required to maintain all receipts for any expenses (e.g., food and clothing, utility bills) for the most recent three (3) months. This amount, excluding any food stamps or the PHA Utility Allowance payments, will be annualized to determine annual income. Zero income and very low-income families will be re-evaluated every thirty (30) days to determine if there are any new sources of income. The re-evaluation may include an inquiry to the Department of Labor. The zero income thirty (30) day re-evaluation appointment can be waived at the discretion of the Director.

If a family reports that it does not have an income or very low income, the head of household will be required to sign an affidavit, and answer all questions on a questionnaire and execute a temporary thirty (30) day recertification.

If it is determined that the family is receiving regular monetary (including cash and digital cash transfers to the family) or non-monetary contributions and/or gifts from non-household members, the value of these items will be annualized to calculate rent portions. However, the monetary contributions do not affect the Zero Income or Very Low-Income designation. If the household receives monetary and non-monetary contributions to the household, the head of household must provide an original Monetary Contribution Form that is completed and signed by the contributor, and notarized. Alternatively, BCHA may accept an electronic mail statement with a copy of current state issued identification or driver's license of the contributor sent directly to BCHA by the contributor in lieu of the signed Monetary Contribution Form. Hand written statements by the head of household and/or contributor will not be accepted

N. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

The utility allowance is intended to cover the cost of utilities not included in the rent. The allowance is based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. Allowances are <u>not</u> based on the family's actual energy consumption. The utility allowance schedule will be reviewed and/or revised on an annual basis and made effective immediately after Commissions' Court Approval.

The Housing Authority's Utility Allowance Schedule is set up according to bedroom size and building type. The family will be given the form HUD-52667 with the adopted utility allowances for the area in which the subsidy is issued. The utility allowance schedule will include the allowances for all services for each type unit by bedroom size. The family will be briefed on how to search for a unit based on their affordability. They will be instructed on how to calculate the utilities for the unit they select. When a family selects a unit with a gross rent (Rent plus utilities) exceeding the PHA payment standard, the PHA will determine whether the family's share for the unit would exceed the maximum initial rent burden. The family share may not exceed 40 percent of the family's monthly adjusted income when the family is admitted to the program and whenever a family moves thereafter.

1. Utility Reimbursement Payments

   Utility reimbursement is the amount by which the HAP payment exceeds the rent to Owner. When there is a utility reimbursement, the PHA pays the full amount of the rent to the owner and sends the utility reimbursement to the family.

2. Utility Allowance Survey

The PHA will review the utility allowance schedule annually. If the review finds a utility rate has changed by ten percent (10%) or more since the last revision of the utility allowance schedule, the schedule will be revised to reflect the new rate. Revised utility allowances will be applied in a participant family's rent calculation at their next reexamination.

O. TOTAL TENANT PAYMENT EXCEEDS GROSS RENT/ZERO HAP ASSISTANCE

Families whose Total Tenant Payment exceeds the Gross Rent of the occupied unit may remain on the Section 8 Program for six (6) months from the effective date of the zero assistance. This will not be considered a break in continued assistance. The family may remain in the same unit and pay rent for six (6) months before being removed from the program. If the family's income decreases or the unit rent increases within the six (6) month period, the family will be reinstated into the program without applying to the waiting list.

The family may request to move to another unit by giving the PHA and the owner/landlord a sixty (60) day written notice to vacate. The family must pay the rent during the sixty (60) day period. The PHA will issue the family a Voucher to move. If the family moves from the current unit within the six (6) month period without giving proper written notice, that is a violation of the lease as well as family obligations, a Voucher will not be issued and the family will be terminated from the program. If assistance is terminated for violation of family obligations, the family is ineligible for rental assistance for up to five (5) years from the date of termination.

VI. THIRD PARTY VERIFICATION REQUIREMENTS and EIV – Enterprise Income Verification

A. GENERAL REQUIREMENTS

The verification requirements described in this section are applicable to initial screening for eligibility, interim recertification and annual recertification.

The BCHA will use the Enterprise Income Verification System (EIV) in its entirety to verify tenant employment and income information during initial certification, annual recertification, and interim recertification whenever possible. If EIV or Third-Party documentation is not available, the reason must be documented in the file.

The BCHA requires the verification if income to be no more than sixty (60) days old from the date the voucher is issued and no more than (90) days old from the date of the annual recertification.

As of January 31, 2010 (24 CFR 5.233) HUD mandated all PHA's to begin using the EIV System in its entirety to verify tenant employment and income information during mandatory reexaminations of family composition and income (24 CFR 5.236).

The EIV system is a web-based application, which provides PHA's with employment, wage, unemployment compensation and social security benefits.

BCHA will use the EIV System to:

1. Verify tenant employment and obtain income information during the annual and interim re-examinations of family composition and income in accordance with 24 CFR 5.236.
2. Reduce administrative and subsidy payment errors in accordance with HUD Administrative Guidelines.

When EIV reports are printed:

The following EIV reports are printed and reviewed each month and placed in a master file: Income Discrepancy Report, New Hire Report, Deceased Tenant Report, and Tenants receiving duplicate rental assistance. The EIV Summary Report relevant to each tenant will be printed for the annual and interim re-examination and placed in the tenant file.

Procedures:

1. EIV Summary Report is to be printed per household prior to each annual recertification and interim recertification. A Copy must be placed in the tenant file in accordance with the file checklists.
    - The summary report must be reviewed. Any discrepancies or unreported information must be brought

to the attention of the tenant and investigated.

- If EIV is not available, the reason must be documented in the tenant file.
- EIV is not available for new admissions.

2. New Hire Report is to be printed and reviewed monthly
   - If a participant is listed on the new hire report the file is to be reviewed to determine if the income was timely reported. If it appears that the income was not reported or not reported timely; the tenant will be allowed to dispute the information listed in the report. An appointment will be scheduled to discuss the income information and the participant will be allowed to present their evidence.
   - The third-party verification form must be sent to the employer prior to scheduling the appointment.
   - If it is determined that the participant owes money due to the unreported income the participant may be allowed to retroactively reimburse the BCHA of the over payment in full or to enter into a repayment agreement, or be terminated.

It is required that the EIV Income Report for each family be reviewed before or during the mandatory annual and interim re-examination of the family income, and/or household composition to reduce tenant under reported income.

BCHA is required to comply with HUD admission policy under 24 CFR 982.516(a)(2) which requires the Housing Authority to obtain and document in the participant file third party verification of the following factors: family reported annual income, value of assets, expense related to deductions from annual income, and other factors that affect the determination of adjusted income.

B. VERIFICATION TIERS RECOMMENDED BY HUD

Income information will be verified in the order of the verification process listed below.

Enterprise Income Verification/EIV (Up-front Income Verification/UIV)

The PHA will utilize available up-front income verification (UIV) resources. HUD's Enterprise Income Verification (EIV) System will be utilized for all interim and annual recertification when it is available to the PHA. The PHA will obtain up-front income verifications prior to or during the certification or recertification interview. Information obtained through UIV/EIV will be compared to documents provided by the family. When there is a substantial difference (substantial difference is defined as a difference of more than $200 per month per source of income), the Housing Authority will resolve the discrepancy by contacting the source of the income directly. When there is not a substantial difference, the Housing Authority will use the higher of income verified through EIV or documents provided by the family.

Use of EIV Data

- EIV data is used to validate tenant reported income and supplement tenant provided documents.
- EIV documents should not be used to calculate anticipated annual income (except as specified in HUD guidelines).
- EIV may be used for SS/SSI Benefits if the tenant does not dispute the EIV reported amount.
- When the tenant disputes the EIV data, the Housing Authority must request written third-party verification and the tenant must sign the certification form disagreeing with the information provided by EIV.
- EIV data is available for existing tenants only, not applicants.

Where available, computer matching may be done utilizing the following sources:

a. HUD's Tenant Assessment Subsystem (TASS) for up-front Social Security and SSI verifications;

b. HUD's Enterprise Income Verification (EIV) System;

c. State Wage Information Collection Agencies (SWICA);

d. The New Hire Directory;

e. The Work Number (or similar sites) for employment verifications;

f. State Attorney General online child support information (where available); or

g. A credit report for all adults at initial certification and/or recertification.

Third-Party Written Verification

Written third-party verification is required to substantiate representations made by an applicant or participant/tenant for factors affecting income and rent.

Verifications received through the US mail, personally hand delivered by the third-party, or received electronically via fax or e-mail directly from the source is considered third-party written verifications.

Up-front income verification received from an independent source will be accepted in lieu of third-party written verification unless the applicant/participant provides verification that the EIV is inaccurate. In that situation, third party written verification will be obtained.

Third-party verification forms may not be hand carried by the family.

The source providing the information may return it by mail or fax.

In the event the third-party has not responded within ten (10) business days after sending out the second written request for verification, document the supplemental data sheet and proceed to contact the appropriate parties by telephone to obtain the required information.

Third-Party Oral Verification

Telephone verifications may be used to substantiate representations made by an applicant or participant when two documented attempts to obtain third-party written verifications have been made without success.

Third-party oral verification will be used when the PHA has documented that third-party written verification is delayed or not possible. When third-party oral verification is used, staff will be required to document who they spoke to, the date and any facts provided during the conversation. Information obtained from third-party contacts will be compared to any documents provided by the family. If third-party oral verifications are obtained via telephone, the PHA MUST originate the call. Document each attempt to obtain third-party oral verification.

If third party verification is impossible to obtain the reason why must be documented.

Review of Documents

Verifications delivered to the PHA by the applicant/participant ARE NOT third-party verifications. On a provisional basis, the PHA may review documents provided by the applicant/participant as verification when the PHA is unable to obtain third-party verification. Before review of documents is accepted as the sole source of verification, the PHA will document the file as to why third-party written or third-party oral verification was not obtained.

Documents provided by tenants may be accepted.

Original authenticated documents provided by the family may be used when third-party verification is not available or has not been received within ten (10) business days, if the documents provide complete information.

Original computerized printouts from the following organizations will be accepted as participant/tenant provided documents when third-party written verification as requested by HUD cannot be obtained:

a. Social Security Administration;

b. Veterans Administration;

c. Welfare Assistance;

d. Unemployment Compensation Board;

e. City or County Courts; and

f. Child Support Enforcement Agency.

All such documents will be photocopied and retained in the applicant's file. In cases where documents are viewed which cannot be photocopied, staff viewing the documents will complete a Documents Viewed Form. All copies of original documents will be marked "Copied from Original".

The following documents may be accepted from the family provided that the document is such that tampering would be easily noted:

a. Six (6) consecutive wage payment stubs (originals only);

b. Computer printouts from:

- Employer;
- Social Security Administration;
- Veterans Administration;
- Welfare Assistance;
- Unemployment Compensation;
- City or County Courts; and
- Child Support Enforcement Agency.

c. Signed Letters (provided the information is confirmed by phone).

The Housing Authority will accept faxed documents only if they contain contact information (such as written on letterhead) for verification of authenticity. Photocopies will not generally be accepted.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the third-party verification will be used.

Self-Certification/Self-Declaration

The PHA will accept a certification/self-declaration only when no other form of verification is available. A certification/self-declaration, as used throughout this Plan, means a sworn affidavit witnessed under penalty of perjury. The PHA may attempt to verify the information contained in the certification/self-declaration.

Self-certification may be accepted for assets disposed of within the two years prior to certification. Self-certification is not allowed for currently held assets.

The Verification Hierarchy Required by HUD and Required File Documents

The highest level of verification technique is level six (6), with five (5) being the highest optional level. HUD prefers these levels of technique over the others listed. However, the others, four (4), three (3), two (2), and one (1) as listed below can be used when level six (6) or five (5) is impossible to obtain.

Level	Verification Technique	HUD Ranking	File Documents Required
6	**Upfront Income Verification (UIV)** using HUD's Enterprise income Verification (EIV) system **(not available for income verification of applicants)**	**Highest rank (HUD Mandatory)**	EIV Summary Report, listing Social Security, SSI, Unemployment benefits, Third Party Verification Tracking Form, PHA/Tenant Certification Page signed by the participant agreeing to or disputing EIV reported information.

5	**Upfront Income Verification (UIV)** using non-HUD system, such as, The Work Number and state government databases that will validate tenant reported income.	**Highest** (Optional)	EIV Summary Report, Third Party Verification Tracking Form, Non-HUD UIV tools, such as The Work Number and other automated verification systems, as well as other state government databases, to validate tenant-reported income.
4	**Written Third Party Verification also known as "tenant-provided verification"** **OR** **EIV + Self Certification**	**High** (HUD Mandated to supplement EIV reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory to obtain when tenant disputes EIV reported employment and income information and is unable to provide acceptable documentation to support dispute	EIV Summary Report, Third Party Verification Tracking Form, the tenant/applicant may provide the documentation referred to as tenant-provided document that is originated by a third-party source not older than 120 days from the date received. Such as, check stubs (Must be 6 consecutive check stubs, only original check stubs are acceptable BCHA will make photo copies.) In cases where the applicant/participant cannot provide 6 consecutive check stubs the following are acceptable: payroll summary report, employer written statement, SS & SSI benefit notices, bank statements with a written statement from the income source, child support payment stubs, TANF and Food Stamp letters, and unemployment benefit letters. If the document is questionable the tenant must sign a consent/release of information form authorizing the third-party source to confirm the information.
3	**Written Third Party Verification Form**	**Medium-Low** (Mandatory if written third party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation)	EIV Summary Report, Third Party Verification Tracking Form, Request for Verification of Employment. This level of third party is known as the old traditional third-party verification. The BCHA standardized verification form must be sent to the third-party source to complete and return. (can be faxed, mailed, or emailed)
2	**Oral Third-Party Verification**	**Low** (mandatory if written third party verification is not available)	EIV Summary Report, Third Party Verification Tracking Form, Document sent to income source that was not returned, or document hand delivered by participant or applicant.

			This level is used to verify information that is incomplete, not clear, when the independent source fails to respond, etc. The staff must document in the tenant file the date and time of the phone call confirming the income, who they spoke to, the phone number of the source, and what was said.
1	**Tenant Declaration (Self-Certification)**	**Low** (Use as a last resort when unable to obtain any type of third-party verification)	EIV Summary Report, Third Party Verification Tracking Form, Declaration statement provided by the participant/applicant. The participant provides an affidavit or notarized statement of reported income and/or expenses to BCHA. When self-declaration is relied on the staff must document why third-party verification is not available.

EIV must always be used as third-party verification when possible. If EIV is used the participant must be allowed the opportunity to agree or disagree with the income used from EIV by signing the EIV PHA/Tenant Certification page.

If the participant disagrees with the information provided by EIV the Housing Authority must request written third-party verification from the income source.

The BCHA requires the verification of income provided by the tenant to be no more than sixty (60) days old from the date the voucher is issued, and no more than (90) days old from the date of the annual or interim recertification. The applicant or participant may provide the documentation via hand delivery, mail, fax or electronic mail.

C. INFORMATION TO BE VERIFIED

The following information must be verified:

1. Zero and/or sporadic income status of household. Zero and/or sporadic income applicants and participant will be required to complete a family expense form at each certification or recertification. Every zero and/or sporadic income resident will be required to attend an interim recertification monthly, either by face-to-face interview or by phone.
2. Full-time student status including High School students who are eighteen (18) years of age or older;
3. Current assets including assets disposed of for less than fair market value in the preceding two years;
4. Childcare expenses when it allows an adult family member to be employed; look for work, or further his/her education;
5. Total medical expenses of all family members in households whose head, spouse, or co-head is elderly or disabled;
6. Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus that allow any adult family member, including the person with the disability, to be employed;
7. Legal identity;
8. U.S. citizenship/eligible immigration status;
9. Social Security Numbers for all family members;

10. Familial/Marital status when needed for head, spouse, or co-head definition;
11. Disability for determination of allowances, deductions or requests for accommodation including need for a live-in aide;
12. Time spent seeking employment when childcare is claimed for the activity; and
13. All sources of income.

D. RELEASE OF INFORMATION

As a condition of admission to any assisted unit, the Housing Authority will require the family head and such other family members eighteen (18) years of age and older to execute the HUD-9886, Authorization for the Release of Information/ Privacy Act Notice for release and consent for authorizing any depository or private source of income, or any Federal, state or local agency, to furnish or to release to the Housing Authority and to HUD such information as the PHA or HUD determines to be necessary. This form is no longer required to be signed annually (per HOTMA implementation).

A consent form for release of criminal/sex offender status information or other PHA required forms shall be signed by each adult household member annually. The Housing Authority will furnish applicants and participants a Release of Information when collecting information to verify income. Refusal to cooperate with the HUD prescribed verification process as outlined in this Plan and HUD regulations will result in denial of admission or termination of tenancy.

E. AUTHORITY TO OBTAIN CRIMINAL HISTORY RECORDS

The PHA is authorized by 24 CFR.5, subpart J to obtain criminal conviction records from a law enforcement agency or Criminal Conviction Database and to use those records to screen applicants for admission to covered housing programs. Criminal and drug-related screening will also be done at the time of annual recertification, when adding member over the age of 18 to the household, and when a family moves.

24 CFR part 5, subpart J, §5.905 states that a PHA that administers a Housing Choice Voucher program must carry out background checks necessary to determine whether a member of a household applying for admission to any federally-assisted housing program is subject to a lifetime sex offender registration requirement under a State Sex Offender Registration program.

F. PERMITTED USE AND DISCLOSURE OF CRIMINAL RECORDS

The use and disclosure of criminal records/sex offender registration records received by the PHA may only be used for applicant screening, continued participation, and/or termination of assistance. The PHA may disclose criminal conviction records as follows:

1. The officers or employees of the PHA, or to authorized representatives of the Housing Authority who have a job-related need to have access to the information. For example, if the Housing Authority terminating assistance to a Housing Choice Voucher participant on the basis of criminal activity/sex offender status as shown in criminal records, the records may be disclosed to PHA employees performing functions related to the termination, PHA attorney processing an eviction action or to the PHA hearing officer conducting an administrative grievance hearing concerning the proposed termination.
2. If the PHA obtains criminal records from a State or local agency showing that a household member has been convicted of a crime relevant to applicant screening or tenant lease enforcement or termination of assistance, the PHA must:
   - Notify the head of household of the proposed action based on the information obtained; and
   - Provide the subject of the record and the applicant or Section 8 participant a copy of such information and an opportunity to dispute the accuracy and relevance of the information.

   Note: This opportunity must be provided before a denial of admission, lease enforcement action or termination of assistance on the basis of such information.

3. Any other negligent or knowing action that is inconsistent with the statute or regulations could result in criminal penalties. Conviction for a misdemeanor and imposition of a penalty of not more than $5,000 is the potential for:

   - Any person, including an officer, employee, or authorized representative of a PHA who knowingly and willfully requests or obtains any information concerning an applicant for, or tenant of the PHA under false pretenses; and
   - Any person, including an officer, employee, or authorized representative of a PHA who knowingly and willfully discloses any such information in any manner to any individual not entitled under any law to receive the information.

4. A PHA may be liable under civil law to any applicant for, or Section 8 participant of the PHA who is affected by either of the following:

   - A negligent or knowing disclosure of criminal records information obtained under statutory authority about such person by an officer, employee, or authorized representative of a PHA if the disclosure is not authorized under the statute or regulations; or
   - An applicant for, or assisted participant of the PHA may seek relief against the PHA for inappropriate disclosure by bringing a civil action for damages and such other relief as may be appropriate. The United States District Court in which the applicant or participant resides, in which the unauthorized action occurred, or in which the officer, employee, or representative of a PHA alleged to be responsible resides, has jurisdiction. Appropriate relief may include reasonable attorney's fees and other litigation costs.

G. RECEIPT OF INFORMATION FROM LAW ENFORCEMENT AGENCIES OR COMPUTERIZED CRIMINAL HISTORY (CCH) DATABASES

BCHA utilizes a Computerized Criminal History (CCH) database to review criminal records. If a law enforcement agency/state registration entity receives a PHA request, the agency must promptly release to the PHA a certified copy of criminal conviction records concerning the household member they have in their possession or under their control. National Crime Information Center (NCIC) records must be provided in accordance with NCIC procedures.

The law enforcement agency may charge a reasonable fee for this service but any fees charged by the agency for this service may not be passed on to the applicant.

H. CRIMINAL RECORDS

1. The PHA has established and implemented a system of records management that ensures that records received from the CCH database are:

   - Maintained confidentially;
   - Not misused or improperly disseminated;
   - Destroyed once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action without institution of a challenge or final disposition of any such litigation.

2. The records management requirements do not apply to sex offender registration information that is public information or is obtained by the PHA other than from a State or local agency responsible for the collection or maintenance of such information.

I. VERIFICATION OF INCOME

All Income will be verified, this may include but not limited to the following:

1. Gross Employment Income of all Household Members;
2. Social Security, Pensions, SSI and Disability Income;

3. Unemployment Compensation;
4. Welfare Payments or General Assistance;
5. Alimony or Child Support, Monetary or Not;
6. Net Income from a Business, Including Childcare and Home Sales;
7. Recurring Monetary Contributions and Gifts;
8. Zero and/or Sporadic Income Status;
9. Full-Time Student Status; or
10. All Income Excluded by Federal Mandate will be Verified for Reporting Purposes Only.

J. ASSETS AND INCOME FROM ASSETS

All assets to which any household member has access and income from assets will be verified. This may include, but not be limited to the following:

1. Checking Accounts;
2. Current Savings Accounts and Certificates of Deposit of all Household Members;
3. Property Owned or Financed by Household Members;
4. Cash Value of Life Insurance Policies;
5. Retirement/Pension Funds; or
6. Assets Disposed of for Less than Fair Market Value in Previous 24 Months
7. Trust Funds.

K. ADJUSTED/DEDUCTIONS FROM INCOME

1. **Child care expense will be capped by the reasonable limits below**. The Housing Authority will verify:
   - Eligibility for Childcare Expenses
   - Reasonable cost for before and after school care
   - Cost for Childcare

   Reasonable Limits per week

   - **Infant: $165.00 per child**
   - **Toddler: $160.00 per child**
   - **Pre-K: $140.00 per child**
   - **School Aged: $160.00 per child**
   - **Before and After School Care: $ 80.00 per child**
   - **In Home Childcare: $165 .00 per child; (Private home)**

   Any child care expense paid by another source cannot be included as a deduction towards the child care. The child care expense is only the amount the family member pays out of pocket that is not reimbursed by another source.

2. Documentation for verification of Over-the Counter Medical Expense

   At no time can the PHA inquire about an applicant or participant's medical diagnosis, or details or treatment for a disability or extent of nature of disability. If such information is received it must not be placed in the tenant's file. It must be returned to the tenant or destroyed.

To verify over-the-counter medical expenses the tenant must provide receipts and a statement from the physician stating the over-the-counter medication is recommended for health maintenance.

3. Medical and Handicapped Assistance Expenses

   Families who claim medical expenses or expenses to assist a person with disability will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source, as well as, proof of reimbursement of all medical expenses. Reimbursement of medical expenses must be reported on form HUD-50058.

4. Disability Assistance Expense Deduction

   Families are entitled to deduction for un-reimbursed expenses for care attendants and auxiliary apparatus expenses for a member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including member disabled) to work. The allowable disability assistance expense is that portion that exceeds three percent of annual income. This deduction may not exceed the earned income received by family members who are eighteen (18) or over, and who are able to work because of such attendant care or auxiliary apparatus.

   The PHA will verify:

   - The disability;
   - The un-reimbursed expenses for care or apparatus;
   - Whether the expense is directly related to enabling employment; and
   - Income earned due to the care or apparatus.

L. VERIFYING NON-FINANCIAL FACTORS

Non-financial factors that must be verified include, but are not limited to:

1. Legal Identity;
2. Marital Status;
3. Familial Relationships;
4. Permanent Absence of Adult Member;
5. Change in Family Composition;
6. Disability;
7. Funds Owed the BCHA or Other Housing Authorities;
8. Social Security Numbers

The PHA requires the applicant to provide Social Security Numbers for all family members, or certify that no Social Security Number has been issued. (Documentation is required to show why the Social Security Number has not been issued.)

VII. NATIONAL STANDARDS FOR THE PHYSICAL INSPECTION OF REAL ESTATE (NSPIRE) INSPECTIONS (FORMERLY HOUSING QUALITY STANDARDS (HQS))

BCHA shall follow HQS Standards until October 1, 2026, when NSPIRE Standards shall become effective.

It is the family's obligation to provide access to the assisted unit for all inspections scheduled by BCHA. If at any time the inspector is refused access to the assisted unit, a termination notice will be issued.

The inspector will not enter the assisted unit unattended. Should the Head of Household be unable to personally allow access to the unit, the following steps may be taken:

1. The Head of Household may have someone eighteen (18) years or older present in the unit to allow access to the inspector. The person designated to allow entry must sign the inspector's report to indicate who allowed access to the unit, prior to the inspection.

2. The Head of Household may prepare a signed statement allowing access to the inspector. This statement may be left with the apartment management office or given to the inspector prior to the inspection date. The statement will be applicable for that specific inspection only unless indicated otherwise by the Head of Household.

Upon arrival if the inspector is not given access as stated above, the inspector will indicate a No-Show Inspection. No-Show inspections will be rescheduled; however, repetitive No-Show inspections may also result in termination.

A. APPLICABLE QUALITY STANDARDS

Any housing unit prior to execution of the contract with the PHA must meet NSPIRE as set forth in 24 CFR 982.401. Local housing codes adopted by PHA must meet or exceed NSPIRE requirements. When adopting Local Codes, the PHA will assure that the choice of housing will not be restricted by using those codes.

1. Local Housing Codes

   a. There must be screens on all windows designed to open and/or designed to have screens. Screens must be in undamaged order and screen material must not be perforated beyond design.

   b. Bathroom must have some means of privacy.

   c. The Brazoria County Housing Authority enforces the Texas Lock Laws. (The unit exterior doors must have proper working locks and in compliance with the Texas Property Code requirements regarding security devices for residential tenancies.)

B. INITIAL NSPIRE INSPECTION

The unit must be ready for inspection within two (2) weeks from the date the Request for Tenancy Approval is submitted to the Housing Authority. Exceptions may be made at the discretion of the PHA.

1. The Initial Inspection will be conducted to:

   a. Determine if the unit and property meet the NSPIRE defined in this Plan and as required by HUD.

   b. Document the current condition of the unit to assist in future evaluations as to whether or not the condition of the unit exceeds normal wear and tear.

   c. Document the information to be used for determination of rent-reasonableness.

2. If the unit fails the initial Housing Quality Standards inspection, the family and owner/landlord will be advised to notify the PHA once repairs are completed.

3. The owner/landlord may be given up to thirty (30) days to correct the items noted as "Fail". At the inspector's discretion depending on the amount and complexity of work to be done the inspector may allow less time for repairs or may extend the time beyond thirty days for extenuating circumstances, such as bad weather or a part needed for the repair that cannot be located.

4. The owner/landlord will be allowed up to two (2) re-inspections for repair work to be completed not to exceed thirty (30) days unless approved.

5. If the time period given by the Inspector to correct the repairs has elapsed, or the maximum number of failed re-inspections has occurred, the family may select another unit within the time limit remaining on the

Voucher.

6. For PHA's with one thousand two hundred fifty (1250) or less units, the inspection should be made within fifteen (15) days from the date the unit is available for inspection.
7. For PHA's with one thousand two hundred fifty (1250) or more units, the inspection should be made within a "reasonable period" of time.

C. ANNUAL NSPIRE INSPECTIONS

The United States Department of Housing and Urban Development (HUD) published Notice PIH 2013-17 allowing Housing Authorities to use photos in concert with the form HUD 52580 or 52580A (inspection form) to document the condition of the assisted unit. HUD also issued PIH Notice 2016-05 relating to biennial and alternative inspections protocols. Annual inspections shall be conducted within the twelve-month period as required, unless there has been an Emergency or Disaster Declaration for Brazoria County, in which a biennial inspection may be declared on units that require inspections during the declaration. If the unit fails for any reason, the inspector may use discretion as to utilize photos and/or a statement signed by the owner and tenant that the corrections have been completed, and the inspector agrees that the documentation provided by the owner and tenant is acceptable for the unit to pass inspection. This process is to be used for annual inspections, inspections requested by the tenant or landlord. It is not suggested that this process be used for units where the landlord fails to maintain the unit in good condition at all times. This process can be used for annual inspection, special inspections, but is not allowed for initial inspections.

HUD's 2014 appropriations allow Housing Authorities to conduct inspections and PIH Notice 2016-5 allows Housing Authorities to adopt alternative inspection protocols.

1. Annual inspections shall be conducted within twelve (12) months of the last full inspection, unless there is an Emergency or Disaster Declaration for Brazoria County. The scheduled annual inspection cannot be postponed by the owner or tenant to allow for repairs. The unit must be inspected as scheduled. Any noted deficiencies will be identified, allowing time for the owner/tenant to make corrections. The tenant is ultimately responsible for allowing entry for the annual inspection. Two (2) no entries constitutes a fail status and possible termination.
2. In the event that an Emergency or Disaster Declaration has been issued, for the safety of the staff and the clients, biennial inspections may be imposed for the recommended period.
3. NSPIRE deficiencies, which cause a unit to fail, must be corrected by the owner/ landlord unless it is a fail for which the tenant/participant is responsible.
4. The family must allow the Housing Authority to inspect the unit at reasonable times with reasonable notice.
5. Reasonable hours to conduct an inspection are between 9:00 a.m. and 4:00 p.m.
6. The family and owner will be notified in writing at least two weeks in advance of the scheduled inspection. (An inspection may be scheduled by phone with at least a one-day notice to the owner and tenant.)
7. The inspector must conduct the annual inspection and sight any deficiencies. However, if the annual inspection fails, the inspector may use discretion to determine whether the owner's pictures, work orders and/or receipts are sufficient evidence that the repair(s) were completed. The owner and tenant must provide a signed statement that the repairs(s) were completed (This process cannot be used for quality control inspections, initial inspections, life threatening deficiencies or unsafe conditions that appear to be harmful to the family).
8. The family is responsible for ensuring that the Housing Authority is able to gain entry for the inspection. Failure to gain entry to the unit for the inspection and any subsequent re-inspection is a violation of the family's obligations and grounds for termination.
9. Time Standards for Repairs
    a. Life-threatening NSPIRE fail items, must be corrected by the owner/landlord or resident, if responsible, within twenty-four (24) hours of notification.

b. For non-emergency items, repairs must be made within thirty (30) days.

c. Extensions may be granted for not more than thirty (30) days in lieu of abatement in the following cases:

- There is an unavoidable delay in completing repairs due to difficulties in obtaining parts.
- Exterior painting or roof repair can't be done due to inclement weather.
- The extension will be made for a period of time not to exceed thirty (30) days. At the end of that time, if the work is not completed, the HAP may be abated or the contract terminated.

D. SPECIAL/COMPLAINT INSPECTIONS

1. If at any time the family or owner/landlord notifies the Housing Authority that the unit does not meet Housing Quality Standards, an inspection may be conducted.
2. The Housing Authority may also conduct a special inspection based on information from third-parties such as neighbors or public officials.
3. The Housing Authority may inspect only the items that were reported, but if the Inspector notices additional deficiencies that would cause the unit to fail NSPIRE the item must be documented, and the responsible party will be required to make the necessary repairs.
4. The owner and tenant will be provided a notice with a copy of the inspection report identifying the NSPIRE violations. The notice will specify the time allowed for the items to be corrected and the date the inspector will return for re-inspection.
5. The fail items are identified as tenant or owner responsible and a time frame will be given for repairs to be corrected.
6. If the anniversary date is within one hundred twenty (120) days of a special inspection, the special inspection may be categorized as "Annual" and all annual procedures will be followed.

E. NUMBER OF TIMES A UNIT CAN BE INSPECTED

A unit that fails inspection can be inspected no more than three times within a thirty (30) day period for an annual inspection, an initial, relocation, or change of unit. After that time the tenant may be required to find another unit.

F. MOVE-OUT INSPECTIONS

BCHA will only conduct a move-out inspection at the written request of the owner. The request must be submitted within ten (10) days of the date the tenant vacated the unit. The Housing Authority will not accept a request for a move-out inspection after the tenth day. In extenuating circumstances, the Housing Authority may waive this time frame; example, if the owner has to file eviction. The request for the move-out inspection must include an itemized list of damages charged against the tenant. The landlord must send a copy of the same letter to the tenant at the last known address or an address provided by the tenant. In accordance with state and local law, the itemized list sent to the tenant must include the cost for repair for each item as well as any other charges in accordance with the lease minus the security deposit.

The unit will be inspected within fourteen (14) days from the date the Housing Authority receives the landlord's itemized list. The move-out inspection will only include the items the landlord listed as damages. No additional items will be considered during or after the inspection. Landlords are responsible to complete a thorough inspection of their unit prior to requesting a move-out inspection. A copy of the Housing Authority's move-out inspection will be sent to the owner/landlord and tenant.

After the move-out inspection is completed the Housing Authority will schedule an appointment with the family to discuss family responsibility relative to the damages charged by the landlord and the information listed in the inspection report.

The Housing Authority may take action against the family in accordance with HUD regulations to terminate program assistance to the family for items identified as beyond normal wear and tear that is not covered by the security deposit, unless the family provides evidence that the damaged items were corrected. BCHA will not take responsibility or be a party to special arrangements made between the landlord and the tenant for correcting the damages or payment arrangements. **The Housing Authority will not take action against the tenant after the HAP contract has ended.**

The tenant may also request a move-out inspection to evidence the condition of the unit at the time of move-out.

G. QUALITY CONTROL INSPECTIONS

1. Quality Control inspections will be performed by a supervisor or other qualified staff member using the sample size required for supervisory quality control reviews pursuant to SEMAP regulations. BCHA determines the number of quality control re-inspections by randomly selecting from the number of full inspections conducted during the month. The purpose of Quality Control inspections is to ascertain whether each Inspector is conducting accurate and complete inspections, and to ensure that there is consistency among Inspectors in application of the NSPIRE.
2. The results of the inspections are reviewed with the Inspector for any discrepancies.
3. Housing Quality Standards Control Inspections Reports are compared with Annual Inspection Reports recently completed by inspection staff. Discrepancies between the two (2) inspection reports are evaluated. Discrepancies categorized as Inspector error are catalogued and reviewed with the Inspector. The review is to be instructional and informational, not punitive.

H. LIFE-THREATENING NSPIRE DEFICIENCIES

1. Items of an emergency nature must be corrected by the owner/landlord or resident, whoever is responsible, within twenty-four (24) hours of notice by the Inspector.
2. If the emergency repair item(s) are not corrected in the time period required by the PHA and the owner/landlord is responsible, the housing assistance payment will be abated and the HAP contract will be terminated.
3. If the emergency repair item(s) are not corrected in the period required and it is an NSPIRE breach that is a family obligation, assistance to the family may be terminated.

I. CONSEQUENCES IF OWNER/LANDLORD IS RESPONSIBLE (NON-EMERGENCY ITEMS)

1. If it is determined that a unit fails to meet Housing Quality Standards, and the owner/landlord whose responsible fails to correct the necessary repair(s) within the time period specified by the Housing Authority, the assistance payment to the owner/landlord will be abated.
   a. Prior to the abatement, a Notice of Abatement will be sent to the owner/landlord stating the necessary repairs that must be corrected by a specified date, or the payment to the owner will be abated at the end of the month.

      Example: The owner receives a notice of violation in June to correct deficiencies by July 20th or the payment will be abated on July 31st. If the owner corrects the repairs on or prior to July 31st the payment to the owner will continue. The owner will not receive payment on August 1st if corrections are not made by July 31st. (7420.10G Voucher Program Guidebook, page 10-28 and 10-29).

   b. The Housing Authority may inspect abated units within fourteen (14) days of the owner's/landlord's notification that the work has been completed.
   c. If the owner/landlord makes repairs during the abatement period, payment will resume on the day the unit passes inspection.
   d. The Housing Authority will advise owners/landlords and tenant/participant of when the re-inspection will take place and request owner/landlord/tenant to be present.

e. No retroactive payments will be made to the owner/landlord for the period of time the rent was abated and the unit did not comply with NSPIRE.

2. Termination of Contract

a. If the owner/landlord is responsible for repairs, and fails to correct all the deficiencies cited prior to the repair deadline or extension, the contract may be terminated.

b. The Housing Authority will send a letter to the owner advising of the contract termination date. On the same date a letter will be sent to the tenant advising of their right to relocate and to contact the Housing Authority to receive a Request for Tenancy Approval.

c. If repairs are completed before the effective termination date, the termination may be rescinded if the tenant/participant chooses to remain in the unit.

J. DETERMINATION OF RESPONSIBILITY

1. Certain NSPIRE deficiencies are considered the responsibility of the family:

a. Resident-paid utilities not in service;

b. Failure to provide or maintain family-supplied appliances; and

c. Damage to the unit or premises caused by a household member or guest beyond "normal wear and tear" is defined as items which would be charged against the resident's security deposit under state law or court practice.

2. The owner/landlord is responsible for all other NSPIRE violations, which includes smoke alarms.

3. The owner/landlord is responsible for vermin (including pests, insects and parasites) infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner/landlord may evict for serious orrepeated violation of the lease. The PHA may terminate the family's assistance due to repetitive violations.

4. The Inspector will make a determination of owner/landlord or family responsibility during the inspection.

5. If the family is responsible but the owner/landlord carries out repairs, the owner/landlord may bill the family for the cost of the repairs and the family's file will be noted.

K. CONSEQUENCES IF FAMILY IS RESPONSIBLE

1. For NSPIRE deficiencies that are determined to be the responsibility of the family, the family will be responsible for making the corrections within thirty (30) days. If the repair(s) or correction(s) are not made within the specified time period, the PHA will take prompt and vigorous action to enforce family obligations that may include termination of assistance. The owner's/landlord's rent will not be abated for items that are the family's responsibility.

2. However, if the corrections are not made by the family, the HAP Contract will terminate causing the HAP subsidy to terminate.

L. OTHER MEANS OF VERIFYING CORRECTIONS TO NSPIRE VIOLATIONS

BCHA is responsible for ensuring that all units approved for the program meets Housing Quality Standards (NSPIRE) with a visual inspection of the unit. BCHA must verify and document that each unit that enters the Housing Choice Voucher Program meets Housing Quality Standards.

In certain cases, the Housing Authority may accept other forms of verification other than a visual re-inspection of the unit to determine if the unit meets Housing Quality Standards. The BCHA may permit the use of receipts along with a written statement from both the tenant and owner certifying that the repairs were corrected. The tenant and owner may be terminated from the program if it is later determined that they falsified information.

This process can only be used for an annual re-inspection of a fail, fail re-inspection for a complaint, or re-

inspection for a special inspection**.** This process does not include the inspection or re-inspection for initials, relocations, port-in or change of unit.

The following procedures must be followed:

1. The Housing Authority will permit this form of verification only for a re-inspection after the unit fails the annual inspection, complaint inspection or a special inspection.
2. This type of verification is not to be used if the unit failed inspection for NSPIRE violations that were sighted as life threatening or serious health and safety violations.
3. Examples when this type of verification can be used: missing window screens, cracked window, chipped tile, hole in wall, extermination, etc. Not limited to the items listed.
4. If the unit is selected for a quality control supervisory inspection the inspector will include the items approved through the receipts and certifications from the tenant and landlord to confirm the repair.

The supervisor for inspections must approve this process before use to ensure it is consistent with the terms of the HAP Contract.

VIII. REQUEST FOR TENANCY APPROVAL, DISAPPROVAL OF OWNER/LANDLORD, RENT REASONABLENESS, EXECUTION OF LEASE AND HAP CONTRACT, AND RENT INCREASE

A. REQUEST FOR TENANCY APPROVAL

1. The family is responsible for finding a suitable unit and if the owner/landlord is willing to lease the unit under the program, the family must submit to the Housing Authority, no later than the expiration date listed on the voucher, a completed Request for Tenancy Approval (RTA). (The family can only submit one RTA at a time.) The RTA (HUD form 52517) must be in the form and manner required by the PHA for review and approval. The unit should be ready for inspection at the time the RTA is submitted. The unit will be inspected within fourteen (14) days from the date the Housing Authority receives the RTA or the date available for inspection.

   The Request for Tenancy Approval includes:

   - ❖ The distribution of utilities and appliances;
   - ❖ Certification that the rent charged is not more than the rent charged for unassisted units;
   - ❖ Certification that the owner is not a prohibited relative of any family member;
   - ❖ Lead-based paint disclosure;
   - ❖ Notice that the PHA has not screened the family for behavior and suitability for tenancy, such screening is the responsibility of the owner.

2. Before approving the assisted tenancy, the Housing Authority must ensure that the following program requirements are met:

   - ❖ The unit is eligible
   - ❖ The unit has been inspected and meets NSPIRE
   - ❖ The lease includes the tenancy addendum.
   - ❖ Rent charged by the owner is reasonable.
   - ❖ The owner and the tenant must have executed a lease including the HUD prescribed tenancy addendum.
   - ❖ The PHA must ensure that there are no conflicts of interest and that the owner can be approved.
   - ❖ Families receiving Housing Choice Voucher assistance for the first time, and families already on the program who move for whatever the reason and where the gross rent of the unit exceeds the

applicable payment standard for the family, the Housing Authority will ensure that the family share does not exceed 40% of the monthly-adjusted income. The Housing Authority must ensure that the family is advised that their share of the rent cannot exceed forty percent (40%) of the adjusted income.

- ❖ For units built prior to 1978, the owner/landlord must either:

Certify that the unit, common areas, and exterior have been found to be free of lead-based paint by a certified inspection; or

Provide a lead-based paint disclosure statement.

B. ELIGIBLE UNIT TYPES

The unit selected by the participant must be acceptable under HUD guidelines. The following unit types may be acceptable in the Housing Choice Voucher Program:

1. Single family detached homes, duplexes, multi-plexus, garden apartments, condominiums, townhouses, high-rises and other multi-family rental housing structures;
2. Manufactured homes where the tenant leases the mobile home and pad;
3. Manufactured homes where the tenant owns the mobile home and lease the pad;
4. Independent Group Home Residents;

Hotels, motels, nursing homes, colleges or school dormitories, other types disallowed by HUD regulations, or a unit occupied by its owner or a person with interest in the dwelling unit, are not eligible types of housing.

C. PHA'S APPROVAL OF THE TENANCY

1. The Housing Authority will ensure that the following program requirements have been met prior to approving the Request for Tenancy Approval:
   a. The unit is eligible;
   b. The unit has been inspected by the Housing Authority and meets NSPIRE;
   c. The executed lease includes the HUD prescribed tenancy addendum;
   d. The proposed rent by the owner/landlord is reasonable.
2. The Housing Authority will not approve a Request for Tenancy Approval if the unit that is chosen is one of the following:
   a. Public or Indian housing unit;
   b. Unit receiving Section 8 project-based assistance;
   c. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
   d. College or other school dormitories;
   e. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions; or
   f. Unit occupied by the owner or by a person with interest in the dwelling unit.

D. NOTIFICATION TO FAMILY AND OWNER/LANDLORD

1. The Housing Authority will promptly notify the family and the owner/landlord of approval of the Request for Tenancy Approval.
2. The Housing Authority will promptly notify the family and the owner/landlord of disapproval of the Request for Tenancy Approval. The notification will provide the reason(s) for disapproval. The notification will also provide the owner/landlord and family with an opportunity to correct the problems within thirty (30) days.

E. THE HOUSING AUTHORITY'S DISAPPROVAL OF OWNER/LANDLORD

1. The Housing Authority will not approve an assisted tenancy if:
   a. The owner/landlord is debarred, suspended, or subject to a limited denial or participation;
   b. The federal government has instituted an administrative or judicial action against the owner/landlord for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending; or
   c. A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.
2. The PHA will not approve an assisted tenancy if the lease is executed between relatives. That is, if the owner/landlord of the unit is related to any member of the assisted family.
3. The PHA will not approve contracts in which any of the following parties have current interest in the HAP contract, or will have an interest in the HAP contract for one year thereafter.
   - Present or former member or officer of the Housing Authority, except a participant commissioner;
   - Employee of the PHA or any contractor, subcontractor or agent of the PHA who formulates policy or influences program decisions;
   - Public official, member of a governing body, or state or local legislator who exercises functions or responsibilities related to the program; or
   - Members of the U. S. Congress.

F. HOUSING AUTHORITY'S DISCRETION TO DISAPPROVE OWNER/LANDLORD

The Housing Authority, at its discretion, will disapprove an owner/landlord for any of the specific reasons listed below:

1. Violation of obligations under one or more HAP contracts;
2. Acts of fraud, bribery or other corrupt or criminal acts in connection with any federal housing programs;
3. Participation in any drug related activity or any violent criminal activity; a registered sex offender;
4. Current or previous practice on non-compliance with NSPIRE and/or state and local housing codes or with applicable housing standards for units leased under any other federal housing programs;
5. Current or prior history or refusing to evict housing choice voucher program or other assisted housing tenants for activity by the tenant, any member of the household, a guest, or another person(s) under the control of any member of the household that:
   - Threatens the right to peaceful enjoyment of the premises by other residents;
   - Threatens the health or safety of residents, PHA employees, or owner employees;
   - Threatens the neighbors' health or safety, or neighbors' right to peaceful enjoyment of their residence; or
   - Engages in drug related criminal activity or violent criminal activity.
6. Fails to pay state or local real estate taxes, fines, or assessments.

G. RENT REASONABLENESS DETERMINATION AND DOCUMENTATION

The Housing Authority must ensure that the rents charged by the owner to Housing Choice Voucher participants are reasonable in comparisons to rents charged for unassisted units in the market place/area. The market place/area for the purpose of determining reasonable rent is defined as the area in which the assisted unit or unit to be assisted is located. The Housing Authority must compare the rents for similar unassisted units on the premises (within the complex or immediate area) to the requested rent for the assisted unit. (Premises may be defined as apartment complexes, town homes, duplexes, etc.) If rent reasonable cannot be determined within the market area where the

unit is located the Housing Authority may locate a comparable unassisted unit up to five (5) miles from where the assisted unit is located.

Reasonable Rent

1. The Housing Authority will not enter into a Housing Assistance Contract with an owner until it is determined that the initial rent to the owner/landlord is reasonable in comparison to rents charged for unassisted units in the private market. If the owner does not accept the reasonable rent the tenant will be required to locate another unit.
2. The Housing Authority will re-determine rent reasonableness when the owner/landlord requests an increase in the contract rent for the unit, and if there is a five percent (5%) decrease in the published FMRs.
3. The Housing Authority must determine whether the rent to an owner is reasonable in comparison to rents for other comparable unassisted units. In determination of reasonable rent the Housing Authority will consider some or all the following HUD factors:
    - Size (number of bedrooms/square footage);
    - Location;
    - Quality;
    - Amenities (bathrooms, dishwasher, air conditioning, etc.);
    - Housing Services;
    - Age of unit;
    - Unit Type;
    - Utilities; and
    - Maintenance.
4. The following basic methodology may be used to certify that the requested rent is reasonable in relation to rents being charged for unassisted units:
    a. PHA collects the required data concerning the unit to be assisted from the Request for Tenancy Approval and during the inspection.
    b. Data for comparable unassisted units may be collected from the following sources:
        - Multiple Listing Service;
        - Newspapers and owner/landlord interviews;
        - Other methods as needed;
        - Owner/agent questionnaires;
        - On-site visits;
        - Real Estate Agents.
    c. Rent rolls may be requested from owner/agents to determine if the rents charged for unassisted units in a complex are comparable to the rents charged for the assisted unit.
5. The Housing Authority must re-determine rent reasonableness if directed by HUD. The HA may elect to re-determine rent reasonableness at any other time. At all times during the assisted tenancy, the rent to owner/landlord may not exceed the most recent rent reasonableness determined by the Housing Authority.
6. The owner/landlord will be advised that by accepting each monthly housing assistance payment he/she will be certifying that:
    a. The rent to owner/landlord is not more than rent charged by the owner/landlord for comparable unassisted

units on the premises;

b. The assisted family is currently occupying the unit;

c. The assisted family is not in violation of lease obligations; and

d. The owner/landlord is in compliance with the terms of the Section 8 HAP Contract.

H. EXECUTION OF THE HAP CONTRACT

1. The tenant and the landlord/owner must enter and execute a written lease agreement for the unit
2. The owner/landlord and tenant must execute the HUD mandated Lease Addendum after the owner's/ landlord's lease is approved by PHA. If the PHA determines that the proposed lease is unacceptable, the owner/landlord has ten (10) calendar days to amend it and resubmit it to the PHA.
3. The HAP contract will only be executed on the first day of the following month after the unit passes NSPIRE inspection. The effective date of a conventional lease must coincide with the effective date of the HAP contract. Lease dates other than the first may be accepted, but must be approved by the Director.
4. Per the 24 CFR 982.305 the HAP contract must be executed no later than sixty (60) calendar days from the beginning of the lease term and contract effective date. The PHA may not pay any housing assistance payment to the owner until the HAP contract has been executed.
5. Per the 24 CFR 982.305 ©(4) Any HAP contract executed after the sixty (60) day period is void, and the Housing Authority may not pay any housing assistance payment to the owner.
6. The lease must be consistent with the HAP contract and state and local laws.
7. The landlord must use the same lease for the assisted as well as the unassisted residents. A different lease cannot be created by the owner to be used for assisted residents.
8. Defines "resident's legal capacity" as having legal capacity under state and local law and that "the resident is bound by the terms of the lease and may enforce the lease against the owner."
9. At a minimum, the lease must include:
   a. The residents' and owner's/landlord's name.
   b. The term of the lease (and any conditions of renewal).
   c. The monthly rent to owner/landlord (Must reflect the same monthly rent amount as listed on the HAP contract) no side agreement can be made between the tenant and owner/landlord for a different rent.
   d. Specifications regarding which utilities and appliances are furnished by the owner/landlord and which by the tenant.
10. Conditions under which execution of a new HAP contract and the Housing Authority's approval of the lease would be required:
    - Change in owner/landlord or tenant provided utilities or appliances. Under these circumstances a new HAP document will be executed showing the changes in the responsibility of payment of utilities and/or appliances. This will be a REVISED HAP locked in as an interim and all other components of the original HAP will remain in effect.
    - Changes in the term of the lease.
    - Family's move to a new unit in the same building or complex.
11. Changes to the contract rent does not necessitate a new contract, however a new lease is required.

I. RENT INCREASE

The owner/landlord must submit a written request for a rental increase in accordance with the HAP Contract.

The owner/landlord must notify the Housing Authority in writing of a contract rental increase sixty (60) days

before such increase goes into effect. The owner/landlord is required to notify the tenant of the change in the rent to owner in accordance with the lease provisions. However, the owner/landlord cannot raise the rent during the initial term of the lease. The new rent to owner must be approved by the Housing Authority.

If the owner/landlord submits a request for a rental increase less than sixty days of the anniversary date of the HAP contract, the rental increase if approved will be effective sixty days from the date the request is received by the Housing Authority.

Rental increases are considered any time an increase is allowed under the term of the lease. The landlord must provide documentation of any lease renewal. The landlord must provide the Housing Authority a sixty (60) day advance notice of any changes in the amount of the total contract rent. The effective date of the new contract rent (if approved) is the first of the month following the sixtieth day, or the sixtieth day if it falls on the first of a month.

Upon receipt of the notice of rent increase the PHA must determine if the increased rent meets the rent reasonableness standard. In areas where there is rent control, the PHA must determine whether or not rent control restrictions also impact the rent increase.

In cases where the Housing Authority cannot justify the rent increase through rent reasonableness causing the rent increase to be denied, the owner/landlord must be notified in writing. The owner/landlord may appeal the Housing Authority's decision. The owner/landlord will be given the opportunity to provide the Housing Authority with non-assisted comparable units from within the complex, or the immediate area of the assisted unit. The Housing Authority will review and verify the information provided by the owner/landlord.

However, if the Housing Authority cannot justify the approval of the rental increase, the tenant/participant cannot assume the burden of paying the difference. If the owner/landlord insists on increasing the rent the tenant will be notified that the rental increase is not approved. The landlord/owner is required to give the tenant notice in accordance with the terms of the lease and that they must move in order to receive continued rental assistance. The Housing Authority must issue the tenant a voucher and necessary documents to locate a new unit.

An owner/landlord can only request a rental increase in compliance with the terms of the lease.

J. MANUFACTURED HOMEOWNERS LEASING SPACE

The Fair Market Rent (FMR) for a manufactured home space is forty percent (40%) of the published two (2) bedroom FMR. The Housing Authority has established utility allowances for manufactured home. For the first twelve months of the initial lease term only, the utility allowance includes an amount for a utility hook-up charge if the family actually incurred a hook-up charge because of a move. This allowance will not be given to a family that leases in place. The utility allowance for a manufactured home does not include the cost of digging a well or installing a septic system.

The HAP for a manufactured home space under the Housing Choice Voucher Program is the lower of the payment standard minus the TTP or the (gross) manufactured home space rent minus the TTP. The space rent is the sum of the rent to the owner for the manufactured home space, any charges for maintenance and management provided by the owner, and the utility allowance for tenant-paid utilities.

Initially, and annually thereafter the Housing Authority must determine that the rent for the manufactured home space is reasonable based on rents for comparable manufactured home spaces.

IX. PAYMENT STANDARDS

A. ESTABLISHING THE PAYMENT STANDARDS

Each year, the Housing Authority will review its Payment Standards to determine whether adjustments are needed for some or all bedroom sizes. The Housing Authority must establish its Payment Standards within the basic range of ninety to one hundred ten percent (90-110%) of the HUD published Fair Market Rent (FMR). If HUD increases or decreases the FMR the Housing Authority must make sure that the payment standards selected by the Housing Authority stay within the basic range. Payment Standards established below ninety percent (90%) and above one hundred ten percent (110%) percent of the FMR requires HUD's approval.

B. WHEN TO USE THE NEW PAYMENT STANDARDS

Payment Standards are reviewed annually and adjusted if necessary immediately after HUD publishes the final Fair Market Rents. Staff will begin using the new payment standards after Commissioner's Court approval. The new payment standards are to be used during the family's annual reexamination, if the family moves, and for new admission. The effective date for the annual reexamination, move, or new admission cannot be prior to the approval by Commissioner's Court.

C. FACTORS THE HOUSING AUTHORITY MAY REVIEW ANNUALLY FOR CHANGES TO THE PAYMENT STANDARD

The Housing Authority on an annual basis will review the adequacy of its payment standards within sixty (60) days prior to October when the final FMR are published by HUD. Consideration will be given to the following to determine if changes are necessary:

1. Whether the current Payment Standards are so low that families are only able to find housing in areas of poverty and minority concentration.
2. Whether a large number of the family's rent burden is such that their rent portion exceed 30 percent of the income due to the fact that the owner/landlord gross rent levels are above the Housing Authority's Payment Standard.
3. Availability of suitable vacant units with rent below the payment standard especially for large family households (three-bedroom units and larger);
4. Size and quality of units selected by families;
5. The average amount of time it takes voucher holders to locate a suitable unit;
6. Voucher holders whose vouchers expire without leasing because of the lack of available units;
7. Rent reasonableness data;
8. The local rental market rates in various locations throughout the county.
9. Rents charged by Tax Credit Properties; and
10. Whether rents are much higher in certain parts of the County than others giving consideration to whether it may be necessary to establish one or more separate payment standard amounts for certain areas of the County to allow families to be able to seek housing in areas with low concentration of poverty and minorities.

D. WHEN THE PAYMENT STANDARDS DECREASE/LOWERS

If the payment standard is decreased, the lower payment standard amount will not be applied to families who have already leased units under the higher standard until they move to a new unit or have a change in their family size or composition, or at the second annual reexamination after the Housing Authority lowered the payment standard.

Decreases in the applicable payment standard due to changes in family size or composition are effective as of the next regular annual reexamination following the change. At that time, the new family size will be used to determine the payment standard.

E. MAXIMUM INITIAL RENT BURDEN

1. Families receiving initial assistance or on the program moving to a new unit, may not pay more than forty percent (40%) of monthly adjusted income towards rent;
2. This does not apply if family stays in the unit; but
3. Is applicable with each move.

F. PROCEDURES FOR EVALUATION

During the annual evaluation process, the Housing Authority may use the above data to determine what impact an increase in the payment standard will have on the number of families who can be assisted.

X. OWNER/LANDLORD RESPONSIBILITY FOR SCREENING RESIDENTS

A. OWNER/LANDLORD SCREENING

1. Listing a family on the Housing Authority's waiting list, or selecting a family for participation in the program, is not a representation by the Housing Authority to the owner/landlord about the family's expected behavior, or the family's suitability for tenancy. At or before the Housing Authority's approval to lease a unit, the Housing Authority must inform the owner/landlord that the Housing Authority has not screened the family's behavior or suitability for tenancy and that such screening is the owner's/landlord's own responsibility.
2. Owners/landlords are permitted and encouraged to screen families on the basis of their tenancy histories. An owner/landlord may consider a family's background with respect to such factors as:
   a. Payment of rent and utility bills;
   b. Caring for a unit and premises;
   c. Respecting the rights of others to the peaceful enjoyment of their housing;
   d. Drug-related criminal activity or other criminal activity that is a threat to the life, safety or property of others; and
   e. Compliance with other essential conditions of tenancy.

B. HOUSING AUTHORITY RELEASE OF INFORMATION ABOUT THE FAMILY

1. If requested in writing, the Housing Authority must give the owner/landlord:
   a. The family's current and prior address (as shown in the Housing Authority's records); and
   b. The name and address (if known to the PHA) of the owner/landlord at the family's current and prior address.
2. If the family wants to lease a new dwelling unit, the Housing Authority may offer the owner/ landlord (with a written request from the landlord/owner) other information in the Housing Authority possession, about the family, including documented information about the tenancy history of family member, or about drug-trafficking by family members. Only information that is either public record or first-hand knowledge by the Housing Authority may be provided. The Housing Authority's legal counsel must approve the release of any other information.
3. The Housing Authority will give the family a statement of the Housing Authority's policy on providing information to owners/landlords. The statement will be included in the information packet that is given to a family selected to participate in the program.
4. The Housing Authority will limit use and disclosure of family information for program related purposes only. Exception to this policy would apply to law enforcement agencies.

XI. PAYMENTS TO OWNERS/LANDLORDS

The Housing Authority and landlord/owner must execute the HAP contract no later than sixty (60) calendar days from the beginning of the lease term. The Housing Authority must not make any housing assistance payments to the landlord/owner until the HAP contract has been executed by both the owner and the Housing Authority. (A complete lease with Addendums must be included.)

A. WHEN PAYMENT IS MADE

The payment to the landlord/owner will only include the initial lease term for those days in which the unit was under a lease approved by the Housing Authority. The unit must be occupied by the family. Any HAP contract

executed after sixty (60) days is void, and the Housing Authority cannot make any housing assistance payment to the landlord/owner. The family will be notified that the landlord has not executed the HAP contract within the time frame allowed by HUD, and the family will be required to contact the Housing Authority to relocate if they wish to receive rental assistance, or being the RTA process over with the current landlord.

The owner/landlord must comply with the terms and provisions of the HAP contract to receive or continue to receive payment. The Housing Authority makes housing assistance payments directly to the owner/landlord. The family pays their share directly to the owner. All payments are computed according to HUD approved formulas and schedules.

Payment to the owner/landlord is made monthly at the beginning of each month. Housing Assistance payment is made only during the HAP contract and lease term. The tenant must continue to occupy the unit for payment to be made.

If the lease term begins after the first of the month the payment to the owner/landlord is prorated for that month.

The amount of the housing assistance payment is subject to change during the term of the HAP contract due to changes in the family income, household composition, etc. Both the family and the owner/landlord are provided notices in writing of the change.

The owner/landlord may not charge extra for items customarily included in rents in the locality or provided at no additional cost to the unsubsidized residents on the premises.

B. OTHER INFORMATION REGARDING THE OWNER/LANDLORD PAYMENT

1. Annual rent increases are effective the first day of the lease and HAP contract anniversary month. The owner/landlord must submit the request for a rental increase sixty (60) days prior to the anniversary date. If the owner/landlord submits the request late the effective date will be sixty days after receipt of the landlord/owner request.
2. The HAP payments to landlords/owners are usually processed the first week of each month.
3. Payments are made to the owners/landlords by check. Tenant's Utility Reimbursement payments are made directly to the tenant.

C. CHANGE OF OWNERSHIP/PAYEE

Upon notification of a change in ownership, payee, or management, BCHA will put payments on hold until all paperwork has been received and if applicable, Tax ID numbers verified through the IRS Database. If the previous owner/management company was receiving ACH deposits, the ACH deposit will be de-activated. The paperwork required is:

- New Owner/Change in Payment Instruction form
- New W-9 for 1099 reporting purposes
- New Landlord information Sheet
- New Vendor Data Sheet for financial transactions
- Legal sale documents, Management agreements, etc.

D. HAP LATE PAYMENTS TO OWNERS/LANDLORDS

HAP contract provides for penalties against the Housing Authority for late payment of the HAP. If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the Housing Authority may pay the owner penalties in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment by a tenant. Late payments criteria are as follows:

1. The Housing Authority is not obligated to any late payment penalty if HUD determines that late payment is due to factors beyond the Housing Authority's control.
2. The owner/landlord must charge both assisted and non-assisted residents the same penalty for late payment (the same late payment amount would apply to the Housing Authority if the HAP payment is late.
3. The owner/landlord cannot charge the resident for late rent payments, if the Housing Authority payment is late;
4. Late fee will be paid from the Administrative fees income and reserve;
5. The Housing Authority will not be penalized for circumstances that are beyond their control;
6. The HAP payment is considered received once it has been mailed or electronically deposited by the PHA; and
7. The first HAP payment of a contract is not considered for a late payment.

XII. ANNUAL AND INTERIM RE-CERTIFICATION

A. ANNUAL RE-CERTIFICATION

It is required by HUD that the family's income and composition be reexamined at least annually to determine continued eligibility. The family's annual recertification date changes when the family moves to a new unit.

A notice and information are sent to the families sixty (60) to ninety (90) days prior to the anniversary date to be filled out and returned to the Housing Authority by a specific date. Families may not be required to come into the office for the annual recertification unless they plan to relocate. The Housing Authority has discretion to schedule appointments for the annual recertification or conduct the annual recertification by mail. The procedures are as follows:

1. Reexamination of family income and composition will be conducted at least annually for families in the Housing Choice Voucher Program. The family will be requested to provide information on income, assets, allowances and deductions, and family composition at least annually.
2. Families will be obligated to supply any information that the PHA or HUD determines is necessary for use in regularly scheduled reexaminations or an interim reexamination.
3. Families must submit consent forms for obtaining wage and claim information from Federal, State, or local agencies to furnish or release to the PHA such information determined necessary.
4. The PHA will obtain and document in the family's file the third-party verification received or document why it is not available.
5. The annual recertification date shall be the first of the month in which the HAP contract was executed. (The lease effective date must be in conjunction with the effective date of the HAP contract for the initial term of the lease or with rental increases.)
6. Families may move with approval by the Housing Authority to another dwelling unit at the time of the annual recertification.
7. Income limits will not be used as a test for continued eligibility at recertification.
8. Reexamination Notices are sent to the Family
    a. The Housing Authority will maintain a reexamination tracking system and at least ninety (90) days in advance of the scheduled annual reexamination effective date, the head of household will be notified by mail that she/he is required to attend a reexamination interview, or return the documents provided by a specified date (or rescheduled in advance if the scheduled date is

unacceptable).

b. The notice will inform the family what documents the family must return or bring to the re-certification interview. In addition, legible electronic (email or fax) documents are allowed, however it is highly recommended the return of the original documents. If electronic documents are provided they must be complete (some original documents are two sided) and legible to prevent delay of processing the action.

c. If requested as an accommodation by a person with a disability, the Housing Authority will provide the notice in an accessible format.

d. A home visit or telephone interview may be conducted for elderly or disabled clients.

e. If requested by an elderly or disabled client, a family representative or social service representative may assist with the process.

f. All family members eighteen (18) years of age or older must sign all documents where required and attend the annual reexamination appointment (if scheduled).

9. Verification of Information Provided

a. The PHA will send out third-party verifications. If third-party verifications are not returned by the given deadline, documents provided by the resident may be used for verification.

b. The PHA will follow the verification procedures and guidelines described in this Plan. Verifications for reexaminations must be less than one hundred twenty (120) days old.

c. Families declaring zero income may be required to execute verification forms to determine the sources of income such as unemployment benefits; TANF; SSI; contributions; etc. received by the household. The Housing Authority may request information from the state employment office.

d. For families with zero income, reexaminations are scheduled no less than every thirty (30) days. The family is required to provide proof of assistance by methods of contribution letter, receipts or agency confirmation.

e. If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal, cyclic, etc.), past income may be used. BCHA may annualize the income for a shorter period, subject to a redetermination at the end of that period.

B. INTERIM RE-EXAMINATIONS

All changes in income and household composition must be reported to the Housing Authority in writing within ten (10) calendar days of the change. The Housing Authority will determine whether or not the change warrants an interim reexamination.

The Housing Authority will conduct interim reexaminations of the family income, composition and other eligibility factors to adjust the Total Tenant Payment for the following reasons:

1. For families who have reported a decrease in income or allowable expenses.
2. For families who have reported an increase in income or allowable expenses
3. For families who have reported a change in employer, receipt of benefits, such as Social Security, SSI, TANF, or pension benefits.
4. For families who rent has changed due to landlord rent increase or decrease.
5. For families who have requested to add or remove a member of their household. However, the notification must be received by the housing authority prior to the 25th day of the reporting month in order for the change to be effective the first day of the next month.
6. For families who previously reported Zero or Very Low Income

TIMING OF INTERIM RENT ADJUSTMENTS

1. Increases in the tenant rent will be effective 30 days after a valid change was reported.
2. Decreases in the tenant rent will be effective the first of the month following a report of a valid change.
3. If a family's rent is increased due to unreported income, overstated deductions, or unreported changes in household composition, the increase will be effective retroactive to the date when the rent should have increased. A Repayment Agreement may be entered into.
4. If the family's rent is decreased due to unreported changes in income, understated deductions, or unreported changes in household composition, the decrease will be effective the first date of the month after completion of the re-certification. No retroactive rent decreases will be granted.
5. Participants must report changes in income before the 25th of the month in order to have the decreased rent effective for the first of the following month. If paperwork to process the reduction is not received by the 25th of the month, the decreased rent may not be effective by the first of the following month, but the family will be credited retroactively if the change was reported timely.
6. If the family causes delays in completing an interim re-certification, the Housing Authority may terminate assistance.
7. For families whose income increases **twenty-five dollars per month or less**, the change will be effective at either the next interim or annual re-examination (Includes SS and SSI). If the COLA raise for SS/SSI is estimated, and the actual calculation is different, as long as the correction does not violate this policy, the file is noted and no change is necessary until the next interior reexamination.
8. For families whose income cannot be projected with any reasonable degree of accuracy, special reexaminations will be scheduled not more than every thirty (30) days.
9. For families where an error was made by the Housing Authority at admissions or reexamination; the family will not be charged for error(s) made by Housing Authority personnel. See Section V.I. Deminimus Errors in Income Calculation for policy regarding reimbursement to participant due to income calculation errors.
10. The tenant and owner will be sent a HAP Amendment informing them of any change in rent.

C. FAILURE TO RESPOND TO ANNUAL OR INTERIM RE-CERTIFICATION NOTICE

1. The written notification states the date that all original documentation must be returned to the Housing Authority.
2. If the family does not return the required documentation by the due date, and has not rescheduled or made prior arrangements with the Housing Authority, the Housing Authority will send the family a termination notice with the right to an appeal.
3. Exceptions to these policies may be made if the family is able to document an emergency situation that prevented them from meeting the deadline for submission of documents. If granted, participant's reexamination due date may be rescheduled; however, such rescheduling may be permitted only once. Extenuating circumstances may be considered at the discretion of the Housing Authority. If the family does not comply by the rescheduled submission date, a termination notice will be mailed with the right to appeal.
4. Exceptions to these policies may be made if the family is able to document an emergency situation that prevented them from meeting the deadline for submission of documents. If granted, participants reexamination due date ~~will~~ may be rescheduled; however, such rescheduling may be permitted only once only one time. Extenuating circumstances may be considered at the discretion of the Housing Authority. If the family does not comply by the rescheduled submission date, a termination notice will be mailed with the right to an appeal.

D. REQUIREMENTS TO ADD TO FAMILY COMPOSITION

The Housing Authority is required to approve additions or deletions to the family composition. The Housing Authority will only approve the addition of family members who are related by blood or marriage or other operations of law. The following requirements pertain to family additions:

1. 1. Minors

   a. The Housing Authority will require birth certificate, social security numbers and/or proof of guardianship (if applicable) for minors. Failure to provide any requested documents may result in termination of assistance for failure to comply with program requirements.

   b. As applicable, evidence of legal guardianship is required for the addition of a minor for circumstances other than birth by the participant such as adding minors to household with relatives other than the mother or father. Evidence includes Court issued documents or orders/documents from Child Protective Services (CPS) showing placement of the child/children or evidence of food stamps and/or TANF that includes the minor child or other evidence (such as evidence of school enrollment where the head of household is the primary contact for the child) approved by the Housing Authority.

2. Persons eighteen (18) years of age or older (who are related by blood or marriage or other operations of law) must meet the definition of family for consideration to be added to the household. The Housing Authority has discretion to approve or deny the addition to the household. Special consideration will be given if the addition would accommodate a person with disabilities.

   If the request to add another family member(s) causes a change in the family unit size the Housing Authority must consider available funds before authorizing the change. The Housing Authority may use its discretion in authorizing multiple family members to be added to the household composition. The Housing Authority must determine whether the addition of the family member is due to extenuating circumstances that can be documented, and whether the circumstances are temporary.

   When the participant requests to add an adult person (defined as someone eighteen (18) years of age or older) to the family composition, the adult will be required to provide the following:

   a. Photo identification, proof of birth (Birth Certificate, Voter Registration, Baptismal Certificate, other documents approved by the PHA), proof of relationship acceptable by the Housing Authority, social security card, verification of income and other eligibility related requirements. The individual will be required to sign HUD 9886 (Release of Information);

   b. Must sign the Criminal History Certification for a Background screening to be conducted for criminal activity prior to authorizing approval to add an adult person to family composition and the PHA will determine, after receipt, of the report the acceptability of this adult member in the same manner other applicants are screened for appropriate behavior;

   c. If the individual is found to have no criminal history background record, the Housing Authority will add the adult member to the family composition subject to approval by the owner/landlord. The owner/landlord must provide evidence of approval through an amendment to the lease agreement;

   d. If the individual does not pass the criminal history background screening, the Housing Authority may deny the addition;

   e. The Housing Authority considers, but is not limited to any violent criminal or drug-related criminal activity as grounds to deny admission, unless the individual can prove rehabilitation;

   f. Because the adult member who wished to be added has no formal relationship with the Housing Authority, if denied she/he will not be afforded a review regarding the reasons for denial.

3. Owner/Landlord Approval to Add New Household Member to the Lease

a. The owner/landlord must approve any additional household members who were not approved under the owner/landlord's original lease. The owner/landlord must approve through an amendment to the lease any additional new household members.

b. The PHA will notify the family in writing if the request to add a new household member is denied. The family may appeal (not the individual) by requesting an Informal Hearing as outlined in this Plan.

c. Should the owner disapprove the addition to the lease for any reason the family's assistance is not automatically terminated. The Housing Authority cannot override the owner/landlord's decision. The original lease may continue. If the voucher holder allows the family member to move in unauthorized this is a violation of the lease and may cause termination of assistance.

4. Adding Household Members Who Are Not Related by Blood or Marriage or other operations of law.

a. The Housing Authority has discretion to deny the addition of a household member who is not related by blood or marriage or other operations of law.

b. The Housing Authority may approve the addition of a minor if the head of household provides proof of guardianship for the minor; such as evidence of legal guardianship, orders from Child Protective Services (CPS), or evidence of food stamps and/or TANF that includes the minor child or other evidence (such as evidence of school enrollment where the head of household is the primary contact for the child) approved by the Housing Authority. Anyone added to the assisted household must be authorized by the Housing Authority and approved by the owner/landlord.

5. Removing A Family Member

To remove a family member from the household the voucher holder must complete the Household Change Form, providing an explanation of why the member is being removed. Once removed, anyone 18 years old or older will not be added to the household except under certain circumstances which must be approved by the Director.

XIII. TERMINATION OF ASSISTANCE

A. BASIC POLICY

The Housing Authority may terminate assistance for a family because of the family's action or failure to act. The Housing Authority will provide families with a written description of the family obligations under the program, grounds under which the Housing Authority may terminate assistance, and the informal hearing procedures.

B. HOUSING AUTHORITY TERMINATION OF ASSISTANCE

Any of the below actions, inaction or conditions caused by the family, family member or guests of the family may be grounds for termination of assistance.

1. A family must not engage in drug-related criminal activity, violent criminal activity, or other criminal activity, including criminal activity by any family member.

a. Drug-related criminal activity means: the illegal use or possession for personal use, manufacture, sale or distribution, or possession with intent to manufacture, sell or distribute a controlled substance (as defined in the Controlled Substance Act).

b. Violent criminal activity includes any criminal activity has as one of its elements the use, attempted use or threatened use of physical force against the person or property of another.

2. A family must not engage in the abuse of alcohol to the extent that the abuse threatens the health, safety, or right to peaceful enjoyment of the premises by other residents. Abuse of alcohol includes behavior or a pattern of behavior of any Section 8 program participant and any family member and/or guest that based upon a preponderance of the evidence, the PHA has reasonably determined interferes or threatens the health, safety, or right of peaceful enjoyment of the premises by other residents.

3. Families who are guilty of program abuse or fraud in any Federal Housing Assistance program. (This presupposes that the program abuse or fraud is substantiated and that a Repayment Agreement was not entered into.)
4. Families who have violated one or more of their family obligations. As a measure to determine whether the person has violated this family obligation, one of the following situations must be present:
   a. There have been repetitive acts (3 or more) of non-violent or non-drug related criminal activity while a household member is a program participant; or
   b. There has been an arrest or conviction within the prior twelve (12) months for engaging in drug-related criminal activity or violent criminal activity (as defined above) including criminal activity by any family member. However, a conviction will be given more weight than an arrest. A record of an arrest(s) will not be used as the sole basis for determining whether any person engaged in any disqualifying criminal activity; or
   c. The family has been evicted from federally-assisted housing in the last five (5) years (see 24 CFR Sec. 982.552) for engaging in drug-related criminal activity or violent criminal activity (as defined above) including criminal activity by any family member;
   d. Drug-related or criminal activity in, on or near the premises by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person in the tenant's control; and
   e. The Housing Authority has acquired/been presented with the preponderance of evidence that the family, including any family member, is engaging in drug-related criminal activity or violent criminal activity or other criminal activity or alcohol abuse, regardless of whether the family member has been arrested or convicted for such activity.
5. Families who are in default of an executed Repayment Agreement by missing two (2) payments.
6. Families whose Total Tenant Payment is sufficient to pay the full gross rent and where one hundred eighty (180) days has elapsed since the Housing Authority's last HAP payment was made. See section D. Zero Housing Assistance, below.
7. Families whose appropriate household members do not provide their Social Security information and documentation within the time required and specified by the Housing Authority.
8. Families who fail to comply with HUD requirements for assistance to non-citizens.
9. If a household member is fleeing to avoid prosecution, or custody or confinement after prosecution for a crime that is a felony under the law of the place from which the individual flees; or in some states is a high misdemeanor; or violating a condition of probation or parole imposed under State or Federal Law. Note: In New Jersey, a felony is called a high misdemeanor. Therefore, a person fleeing New Jersey to another state is not eligible for public housing.
10. If a family member has violated or is violating a condition of probation or parole imposed under Federal or State law.
11. If any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
12. The Housing Authority may deny assistance for an applicant or terminate assistance for a participant for other criminal activity that includes but is not limited to repeat criminal acts whether a felony or misdemeanor.

    The Authority may impose, as a condition of continued assistance for other family members, a requirement that the family members who participated in or were culpable for the action or failure will not ever reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.
13. If the family does not timely report a change in family composition or income, full-time student status, etc., as required under the Family Obligations and Family Responsibilities causing the Housing Authority to

over pay the subsidy the family must repay the Housing Authority, sign a repayment agreement or assistance may be terminated.

Income limits are solely used to determine eligibility for initial applicants. Income limits are not a consideration for termination of assistance once the family is under lease and contract and already "on the program."

14. The Housing Authority may not terminate assistance for use or possession of controlled substance by a family member, if the family member can demonstrate that he/she:

    a. Has an addiction to a controlled substance, has a record of such impairment, or is regarded as having such an impairment; and

    b. Is recovering or has recovered from such an addiction and does not currently use or possess controlled substances. In this instance, the PHA shall require the family to submit evidence of participation in, or successful completion of a treatment program as a condition of continued assistance for the family or to allow the affected family member to reside in the assisted units.

WHEN THE HOUSING AUTHORITY IS REQUIRED TO TERMINATE ASSISTANCE

- If any family member fails to sign and submit consent forms required for obtaining information on family status as part of any reexamination conducted by the Housing Authority;
- Any family member fails to declare citizenship or provide documentation of eligible non-citizen status within the prescribed timeframes and extensions;
- The family is evicted from housing assisted under the program for a serious or repeated violation of the lease, including but not limited to eviction for non-payment of rent, or other fees required by the lease.

C. FAMILY SELF-SUFFICIENCY (FSS) PARTICIPANTS

The Brazoria County Housing Authority does not have an FSS program.

D. ZERO HOUSING ASSISTANCE

1. If the participant's income increases, resulting in a zero-housing assistance payment (HAP), the participant pays the entire contract rent; the participant may continue as a program participant for six (6) consecutive months from the date of the reexamination effective date. The HAP contract between the Housing Authority and the owner remains in effect. If there's a change in the family's circumstances during the six-month period that allows the Housing Authority to provide HAP assistance, the Housing Authority will conduct an interim recertification and reinstate the HAP assistance. If during the six-month period the family's circumstances do not change the family's assistance will be terminated.
2. This determination does not preclude the family from asking to terminate assistance immediately, nor does it impact any rights under the lease.
3. Families whose assistance is terminated under this instance will have to reapply for assistance when PHA is accepting applications.

E. COMPUTER MATCHING (24 CRF 5.211)

The BCHA along with the Department of Housing and Urban Development will conduct a computer matching initiative in order to provide an independent source for verifying resident income. The matched information regarding income, earnings, wages, or unemployment compensation will be disclosed to the assisted family. The family must take appropriate action. Appropriate action may include, but not necessarily be limited to review of information with the client and changing the family's rent as needed. If a documented case of fraud is verified, BCHA will take action to recover excess housing assistance received by the resident due to unreported income.

XIV. VIOLENCE AGAINST WOMEN

The Violence Against Women Act (VAWA) Reauthorized 2013 amends the authorizing statute VAWA 2005 (Pub. L. 109-162, 119 Stat. 2959) to provide protections for victims of domestic violence, dating violence, and stalking by amending the definition of domestic violence to include violence committed by intimate partners of victims. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Tenants cannot be denied assistance because they or a household member is/or was a victim of domestic violence, dating violence, sexual assault, or stalking.

The term "tenant" refers to an assisted family and the members of the household on their lease, but does not include guests or unreported members of a household. In addition, a live-in aide or caregiver is not a tenant and cannot invoke VAWA protections.

The Housing Authority may not construe domestic violence, dating violence, sexual assault or stalking as:

- A serious or repeated violation of the lease by the victim
- Other good cause for terminating the tenancy or occupancy right of the victim
- Criminal activity justifying the termination of the tenancy, occupancy rights, or program assistance of the victim

A. CERTIFICATION/DOCUMENTATION

The Housing Authority, after receiving notice of an incident, will require that the tenant provide written certification on HUD 5382 or one of the following types of third-party documentation:

- A document signed by the tenant and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional from whom the tenant has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of domestic violence, dating violence, sexual assault, or stalking in HUD's regulations at 24 CFR 5.2003.
- A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; such as a restraining order, proof of arrest and/or charges filed against the perpetrator.

The time period to submit documentation is 14 business days from the date the tenant receives a written request from the Housing Authority asking that the tenant provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. The Housing Authority may, but is not required to, extend the time period to submit the documentation, if the tenant requests an extension of the time period.

If the requested information is not received within 14 business days of the request for documentation, or any extension of the date, the Housing Authority does not need to grant any of the VAWA protections. Distribution or issuance of the HUD 5382 form does not serve as a written request for certification.

B. EMERGENCY TRANSFERS

In accordance with the VAWA, the Housing Authority allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of

the Housing Authority to honor such request for tenants currently receiving assistance, however, depends upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether another dwelling unit is available for occupancy.

To request an emergency transfer, the tenant must complete HUD 5383 and submit the document to the Housing Authority. The Housing Authority will keep confidential any information that the tenant submits in requesting an emergency transfer and information about the emergency transfer, unless the tenant gives written permission to release the information on a time limited basis; or disclosure of the information is required by law.

The Housing Authority cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. The Housing Authority will, however, act as quickly as possible to issue a voucher to the tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking. The tenant will be allowed to move once the tenant has completed all criteria for tenancy in a new unit. The Housing Authority will be unable to transfer a tenant if they cannot establish eligibility for that unit.

C. REMOVING THE ABUSER OR PERPETRATOR FROM THE HOUSEHOLD

BCHA will require that the individual who has engaged in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking be immediately removed from the household.

BCHA will not take away the rights of the eligible household members. If the abuser/perpetrator who was removed from the household was the sole tenant to have established eligibility for assistance under the HCV program, BCHA will allow the tenant who is or has been a victim and other household members to remain in the unit for a period of 30 days in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or find alternative housing.

D. ABANDONMENT OF UNIT

24CFR 982.353(b) provides an exception to the prohibition against a family moving under portability provisions in violation of the lease. This exception provides that if the family has complied with all other obligations of the voucher program and has moved out of the assisted dwelling unit in order to protect the health or safety of a household member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believes the household member to be threatened with imminent harm from further violence by remaining in the dwelling unit; the family may receive a voucher from BCHA allowing them to search for new housing. The family may search for housing within BCHA jurisdiction or move to another public housing jurisdiction following the rules under portability.

The tenant must notify BCHA within 10 calendar days of their move from the assisted unit. The tenant must complete HUD 5382 and HUD 5383. Once the voucher is issued the tenant will have 60 days to search for new housing within BCHA jurisdiction or 90 days if exercising portability to another jurisdiction.

Any move does not relieve the family of any financial obligations on the original lease.

E. SELF-PETITIONER VERIFICATION

Section 214 of the Housing and Community Development Act of 1980 states that HUD may not allow financial assistance to ineligible non-citizens, but assistance must not be denied while verifying immigration status. HUD has determined that self-petitioners (those who claim to be victims of battery or extreme cruelty) can indicate that they are in “satisfactory immigration status” when applying for assistance or continued assistance. Satisfactory immigration status means an immigration status which does not make the individual ineligible for financial assistance.

Not every non-citizen victim who has been subjected to battery or extreme cruelty will qualify under these procedures. In order to qualify, the non-citizen victim must have been battered or subjected to extreme cruelty by their spouse or parent, who is a U.S. Citizen or Legal Permanent Resident (LPR).

When BCHA receives a self-petition (INS Form I-360 or I-130) verification must be initiated in the SAVE System (see PIH 2017-02 issued 1/19/17). BCHA will receive one of two confirmations:

1. The VAWA self-petition is verified, in which case the applicant is immediately eligible for housing and no evidence of battery or extreme cruelty shall be requested, or
2. The I-130 is verified, in which case the petitioner submitting a family-based visa petition must provide any evidence of battery or extreme cruelty and complete documentation requested by BCHA

Housing assistance and all other VAWA protections will be granted to the self-petitioner throughout the verification process until a final determination of LPR status is made. If the final determination is to deny the VAWA self-petition or LPR petition, BCHA must advise the petitioner and take actions to terminate the voucher.

XV. UTILITY ALLOWANCES

A. In determining the gross rent for units leased under the Housing Choice Voucher Program, the Housing Authority must consider not only the contract rent that is paid to the owner, but also the anticipated cost of any utilities that the tenant is required to pay. The RTA issued to the family by the Housing Authority to be completed by the owner tells the Housing Authority what utilities the family is directly responsible for paying; and what utilities are included in the rent. The tenant paid utilities as well as those included with the rent listed on the RTA must correspond with the information listed on the lease and HAP contract.

B. The utility allowance schedule is used to determine how much credit the assisted family will be given for estimated utility cost. If the family pays for some or all utilities, the Section 8 office will provide the family with a utility allowance. The allowances are based on actual rates and average consumption.

C. The utility allowance is given as a reduction in the resident's portion of rent to be paid to the owner/landlord. The Total Tenant Payment is reduced by the utility rate since the last revision.

D. The Housing Authority will review the Utility Allowance annually and adjust if there is a ten percent (10%) or more change in the utility rate since the last revision.

E. Approved utility allowance schedule(s) are provided to families at the briefing sessions when the family receives initial or continued assistance.

F. The Housing Authority will use the utility allowance for the actual size unit rented or the size of the voucher whichever is smaller.

G. The Housing Authority will consider a special higher utility allowance as reasonable accommodation for a disabled person.

H. The allowances for ranges and refrigerators will be based on the lesser of the cost of leasing or installment purchasing of suitable equipment.

I. Monthly customer charges, by the utility company included in the calculation of tenant paid utilities listed as "Other-specify" on the utility chart. This amount is charged by the utility company for its services.

XVI. PORTABILITY

A. OUTGOING HOUSING CHOICE VOUCHERS (INITIAL PHA) (PORT OUT)

A housing choice voucher becomes an 'outgoing housing choice voucher' when the family holding the voucher decides to and is approved by the Housing Authority to seek housing outside the jurisdiction of BCHA, the initial Housing Authority,

1. Section 8 waiting list applicants who are residents of the BCHA's jurisdiction may elect to exercise their option to use the portability features of their housing assistance when first leasing.
2. Section 8 waiting list applicants, who reside in areas outside of the BCHA's jurisdiction, must utilize their assistance within the jurisdiction for at least twelve (12) months before being able to relocate to another jurisdiction.
3. If an applicant/participant is approved to port out to another jurisdiction and later changes their mind, that decision must be made before the voucher issued by the BCHA expires. BCHA at the Director's discretion may consider extenuating circumstances to extend the voucher. Extenuating circumstances includes but is not limited to hospitalization, sickness with doctor's proof, elderly, handicap, disabled, etc. If the voucher has expired a new voucher must be issued.
4. Participants may not port-out if they are in violation of family obligations or if they owe a balance due to BCHA, relative to the Section 8 program.
5. A family being admitted to the program from the waiting list decides to move outside the initial Housing Authority's jurisdiction must meet the income eligibility requirement applicable to the area where the family initially leases a unit.
6. The PHA follows the portability requirements of 24 CFR 982.353-355 and 982.553-555 and any subsequent regulations, notices, memos or directives from HUD regarding the administration of portability under Section 8.
7. The Housing Authority will notify the family in writing if denying portability.
8. The Housing Authority will deny portability for the following:
    - If the receiving housing authority is not absorbing and the initial housing authority (BCHA) has insufficient funds available to port a family to a jurisdiction with a higher subsidy amount would be paid due to a higher payment standard or more generous subsidy standard. If a family is denied portability due to insufficient funding under this paragraph, the family will remain on a pending portability schedule and will be notified once budget authority/funding allows the housing authority to port the family to a higher payment standard/subsidy area. Port families will be prioritized to receive vouchers before any new admissions are issued a voucher. Families will be notified of status by phone and in writing through mail when funding becomes available and not later than January 1st of the following calendar year.
    - If family owes the Housing Authority money
    - If family's assistance is pending termination
    - If family's annual gross income is more than the receiving Housing Authority's income limit for the family size
    - If the family is being admitted into the Housing Choice Voucher Program and is not a current resident of the Housing Authority's Jurisdiction at the time the family request to move to another jurisdiction.
9. When a family is allowed to move to another jurisdiction under portability, as the initial PHA we will:
    a. Contact the receiving Housing Authority and obtain the following information for porting family:
        - Contact address, phone numbers and staff person who handles portability
        - Income limits
        - Subsidy Standards
        - Payment Standards
    b. Send (mail or fax) to Receiving Housing Authority the following information:
        - Copy of Housing Choice Voucher
        - Form HUD-52665 Part 1 completed

- Form HUD-50058 or Tenant Certification

10. The receiving PHA must inform the initial PHA (BCHA) if it approves an extension to the voucher term. The receiving PHA should abide by the deadline billing date in order to bill the initial Housing Authority. If the billing is not received by the billing date BCHA has discretion to decline the billing.

B. EIV AND PORTABILITY

Housing Authorities are authorized and required; in accordance with 24 CFR 982.355(4) and Section 20, paragraph A.1 of the PIH Notice 2010-19 to provide the receiving Housing Authority with the EIV report for each family who ports out. BCHA will do the following:

1. As the initial PHA, families will not be allowed to port to another jurisdiction with any known or existing EIV discrepancy. The discrepancy must be cleared, or a determination made that the EIV discrepancy is invalid, or has been resolved before the family is allowed to port. If it is determined that income was not reported and a repayment agreement has been entered into; it must be paid in full before the family is allowed to port.
2. BCHA will provide the receiving Housing Authority with an explanation of any known EIV discrepancies that could not be resolved, or was found to be invalid.
3. All repayment agreements or any amount owed the BCHA must be paid in full before a family is allowed to port to another jurisdiction.
4. It is the policy of the BCHA, as a receiving PHA, to require the initial PHA to provide an explanation with the EIV discrepancy report that the EIV has been reviewed by the receiving Housing Authority and the discrepancy has been determined to be valid or invalid. If the discrepancy is valid the PHA must provide any documentation, and/or information showing the discrepancy has been resolved.
5. If a PHA determines that a participant should have paid a higher portion of the rent based on a New Hire Report and enters into a repayment agreement with the participant BCHA will suggest that the initial PHA request payment in full or provide BCHA information if the participant fails to pay so that action can be taken for termination or denial. The PHA should also pay BCHA the HAP portion of any collections of the repayment agreement.
6. BCHA will not absorb any family who owes money to another PHA.

C. INCOMING VOUCHERS (RECEIVING PHA) (see 24 CFR 982.355) PORT-IN

1. As the receiving PHA we will provide assistance to porting families unless the family has breached its obligations.
2. As the receiving PHA we will screen portable families using the established admission criteria. If screening results in denial or termination of assistance, as the receiving PHA we will notify the Initial PHA.
3. Portability admissions are counted against the initial PHA's income-targeting requirement (seventy-five percent (75%) of extremely low-income admissions) - unless the receiving PHA absorbs the family (24 CFR 982.201).
4. As the receiving PHA we will brief the family on BCHA polies and issue the Voucher within two weeks from receipt of the 52665 and all relevant information. The voucher may not expire before 30 calendar days have passed from the expiration date of the initial PHA's voucher. BCHA may allow an extended termination date to the voucher if necessary giving consideration to the initial PHA's billing date.
5. As the receiving PHA we will refuse to issue a Voucher if family fails to comply with requests for information and documentation to be supplied to the PHA.

XVII. MOVE WITH CONTINUED ASSISTANCE WITHIN BCHA JURISDICTION

A. ELIGIBILITY TO MOVE

A participating family is not permitted to move during an initial lease term. Exceptions to move restriction

during the initial term of any lease are:

1. Owner has given the tenant a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant.
2. The owner fails to correct NSPIRE violations that are owner responsibility.
3. Family need for an accessible unit to accommodate a household member's disability.
4. In the case of fire consideration will be given to the cause of the fire. (Whether the cause was due to the family's negligence).
5. The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault or stalking as provided in 24 CFR part 5, subpart L.
6. Extenuating circumstances will be reviewed and may be approved by the Director of BCHA if a mutual agreement from the owner is obtained.

B. WHEN A FAMILY CAN AND CANNOT MOVE

In addition, a family may only move once during any one-year period; such as at the time of the annual recertification or lease expiration. Tenant must give proper notice to the landlord/owner and BCHA. Exceptions are:

1. The assisted lease for the old unit has terminated. This includes termination because:

   a. The PHA has terminated the HAP contract for the owner's breach.

   b. The lease expired and either the owner or resident decided not to renew.
2. The unit fails inspection for owner NSPIRE violations and the owner fails to make repairs within the allowed time frame.
3. The owner has given the tenant a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant.
4. The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault or stalking as provided in 24 CFR part 5, subpart L.
5. The family needs an accessible unit to accommodate a household member's disability.
6. Extenuating circumstances reviewed and approved by the Director of BCHA if a mutual agreement from the owner is obtained.

C. FAMILY NOTICE TO MOVE

The family is required to give the Housing Authority at least a 60-day prior written notice of their intent to move at the end of the current lease term unless the unit falls into abatement which requires a 30-day notice to the landlord. If the family wants to move to a new unit that is located outside of BCHA jurisdiction, the notice must specify the area where the family wants to move.

The family must provide to the owner/landlord written notice of their intent to move in accordance with the terms of their current lease. In addition, prior to approval of the RTA for the new unit, the family must provide, to BCHA, a copy of the dated notice given to the landlord.

The family must not vacate their assisted unit until the end of their lease term unless the tenant and the owner/landlord execute a mutual agreement.

D. DENIAL OF MOVE REQUEST

The PHA may deny a request to move for the following reasons:

1. The participant intentionally causes the unit to fail NSPIRE standards and has failed to repair such deficiencies.

2. The participant owes the PHA a balance due. If in a current Repayment Agreement, all payments must be up-to-date.
3. The participant has violated a family obligation.
4. The lease has not terminated by mutual agreement of the owner and the resident.
5. The PHA does not have sufficient funds for continued assistance.

E. AGREEMENT TO REMAIN IN OCCUPANCY

If the family does not locate a new dwelling they may be required to submit an "Agreement to Remain in Occupancy" or similar written statement from the Landlord. The assisted tenancy may be extended for any period of time mutually agreed upon by the owner and tenant. In the absence of the Agreement to Remain in Occupancy, the HAP contract may terminate in accordance with the notice to move issued by the tenant.

XVIII. FAMILY BREAK-UP

The Housing Authority has discretion to determine which members of an assisted family continue to receive assistance in the program if the family breaks up. The decision to determine who continues to receive the assistance will be made using the following criteria:

A. CRITERIA

1. Whether the assistance should remain with family members remaining in the original assisted unit;
2. The interest of minor children or of ill, elderly, or disabled family members;
3. Whether family members are forced to leave the unit as a result of actual or threatened physical violence against family members by a spouse or other member of the household; or
4. The PHA may give consideration to other factors at its discretion with supervisory approval.

B. DOCUMENTATION OF FAMILY BREAK-UP

A family break-up that involves situations that can be documented must be verified. Verifiable documents include: written statements from agencies who may have provided any type of assistance, court documents, information from law enforcement office, legal documents, a notarized statement from an assisted household member stating they are leaving the assisted unit forgoing any rights to the subsidy assistance with the Housing Choice Voucher Program.

C. COURT ORDERS

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, the PHA is bound by the court's determination of which family members continue to receive assistance in the program.

D. REMAINING MEMBER OF TENANT FAMILY

A remaining family member is defined as a household member listed on the most recent recertification who is eighteen (18) years old or older, who meets all eligibility requirements, but may not be a signatory to the lease and who continues to live in the assisted unit after other family members have left.

1. A live-in aide will not be considered a remaining family member and is not allowed to obtain the voucher should the family member leave the assisted unit, for any reason.
2. A minor child(ren) will not be allowed to retain status of remaining family member(s) unless.
    a. The court has awarded emancipated minor status to the minor; or
    b. A court appointed or legal guardian moves into the assisted unit with the minor child(ren). (The person must meet all eligibility requirements)

c. The Housing Authority has the discretion to allow another adult to move into the unit to care for the remaining minor children.

3. If both parents must leave the household and the Department of Social Services and/or the Juvenile Court has determined that another adult is to be brought into the assisted unit to care for the minor children for an indefinite period, the adult will be considered a visitor for sixty (60) days.

   a. After that period, BCHA will determine whether court awarded custody or legal guardianship has been granted to the caretaker.

   b. If so, the assistance may be transferred to the caretaker unless someone in the household has become of legal age to execute a contract.

XIX. ABSENCE FROM UNIT

A. TIME LIMITS

1. The family may be absent from the unit for brief periods. The family may not be absent from the unit for a period of more than fourteen (14) consecutive calendar days without notifying the PHA, in writing, of their absence from the unit.
2. The housing assistance payments terminate if the family is absent for longer than thirty (30) days. The term of the HAP contract and assisted lease also terminate and the family is responsible for the full rent.
3. The Director may approve an absence from the unit for up to sixty (60) consecutive calendar days for extraordinary reasons, with an additional extension if necessary at the Housing Authority's discretion up to one hundred eighty (180) consecutive days for reasons such as hospitalization and/or rehabilitation. (The family must continue to pay their portion of the rent).
4. Absence means that no member of the family is residing in the unit.
5. The owner/landlord must reimburse the PHA for any housing assistance payments for the period after termination.

B. VERIFICATIONS

1. The family must supply any information or certification requested to verify that the family is residing in the unit.
2. The family must promptly notify the PHA of absence from the unit, including any information requested on the purpose of family absences.
3. The PHA will accept the following to verify family occupancy or absence, letters to the family at the unit, phone calls, visits or questions to the landlord or neighbors.

XX. ADMISSION OF LIVE-IN AIDE OR FOSTER CHILDREN

A. LIVE-IN AIDE

The Housing Authority may approve a live-in-aide for a family consisting of one or more elderly, nearly elderly or disabled person to reside in the unit, to provide necessary supportive services for a person with disabilities. The Housing Authority will approve a live-in-aide if it is determined to be needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

A live-in aide is one who has been determined essential to the care and well-being of one or more elderly, nearly elderly or disable persons. A family that consists of one or more elderly, nearly elderly (fifty (50) years of age) or disabled persons must request the approval of the BCHA for a live-in-aide to reside in the unit and provide necessary supportive services for a family member who is a person with disabilities. The Housing Authority may

approve a live-in-aide as reasonable accommodations to make the program accessible to and usable by the family member with a disability.

1. The PHA will permit the live-in aide to reside with a disabled/elderly family as long as the live-in aide meets the criteria for the definition of Live-In Aide and is approved after a criminal background check is conducted.
2. The PHA will not approve a particular person as a live-in aide, and may withdraw such approval if [pursuant to 24 CFR 982.316(b)]:
    a) the person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
    b) the person commits drug related criminal activity or violent criminal activity; or
    c) the person currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
3. When determining whether or not to approve or withdraw approval of a particular person as a live-in aide pursuant to Section 2 above, the PHA may consider all credible evidence. Credible evidence may include an arrest, and the PHA is not required to wait until a conviction of the person; however, no PHA determination shall be based solely upon an arrest.
4. None of the above-mentioned procedures precludes the Section 8 owner/landlord from taking action to initiate termination for good cause.
5. If a live-in aide has minor children the children are categorized on the 50058 as Live-In Aide. A larger voucher size will not be issued for the minor children of a live-in aide.

B. FOSTER CHILDREN

1. Foster children will be allowed as additions to the household but will not receive dependent deduction.
2. Documentation from the Department of Public Health and Social Services agency responsible for placement must be provided prior to the placement of the child(ren), except in cases of emergency.
3. If the participating family requires a larger size unit, it will be issued as soon as possible.

XXI. PROGRAM INTEGRITY

A. INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

The PHA will initiate an investigation of a participating family in the event of one or more of the following circumstances:

1. Referrals, Complaints or Tips. The PHA will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a family is in non-compliance with, or otherwise, violating the lease or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the participant's file. Anonymous complaints will be investigated if the information received contains specific allegations that can be independently verified. If the anonymous complaint is not specific, the information will be retained in files, but will not be used to initiate investigations.
2. Internal File Review. A follow-up will be made if PHA staff discovers (as a function of a certification or re-certification, an interim re-determination, or a quality control review), information or facts that conflict with previous file data, the PHA's knowledge of the family, or is discrepant with statements made by the family.
3. Verification or Documentation. A follow-up will be made if the PHA receives EIV/UIV verification,

independent verification or documentation that conflicts with representations in the family's file (such as public record information, or credit bureau report, or reports from other agencies).

B. STEPS TO DETECT PROGRAM ABUSE AND FRAUD

1. Quality Control File Reviews. On a random basis an appropriate number of participant files will be reviewed for accuracy and completeness. Such reviews will be completed by a knowledgeable staff member who was not directly involved in the processing of the applicant/participant file. Such reviews shall include, but are not limited to:
   a. Assurance that verification of all income and deductions is present;
   b. Changes in reported Social Security Numbers or dates of birth are noted;
   c. File documents are authentic;
   d. Ratio between reported income and expenditures are accurately computed;
   e. The review of signatures is consistent with previously signed file documents.
2. The PHA staff (to include inspection personnel) will maintain high awareness of circumstances that may indicate program abuse or fraud, such as unauthorized persons residing in the household and indications of unreported income. The observations will be documented in the family's file.
3. Credit Bureau inquiries may be made (with proper authorization by the participant) in the following circumstances:
   a. If at the time of the final eligibility determination the information provided by the applicant conflicts with information obtained through outside sources or third-party verifications.
   b. When an allegation is received by the Housing Authority wherein unreported income sources are disclosed.
   c. When participant's expenditures exceed his/her reported income, and no plausible explanation is given.

C. HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

The PHA will review allegations that contain one or more independently verifiable facts.

1. An internal file review will be conducted to determine:
   a. If the subject of the allegation is a Section 8 participant and, if so, to determine if the information reported has been previously disclosed by the family.
   b. It will then be determined if the PHA is the most appropriate authority to do a follow-up (more so than police or social service). Any file documentation of past behavior, as well as corroborating complaints, will be evaluated.
2. If at the conclusion of the preliminary file review, there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) is/are independently verifiable, the staff will initiate an investigation to determine if the allegation is true or false.

D. INVESTIGATIONS OF ABUSE AND FRAUD ALLEGATIONS

If the PHA determines that an allegation or referral warrants follow-up, the staff person who is responsible for the file will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include the items listed below. In all cases, the PHA will secure the written authorization from the resident for the release of information.

1. Credit Bureau Inquiries (CBI) In cases involving previously unreported income sources, a CBI may be made to determine if there is financial activity that conflicts with the reported income of the family.
2. Verification of Credit In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.

3. Employers and Ex-Employers Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.
4. Neighbors/Witnesses Neighbors and/or other witnesses may be interviewed if it is believed that they have direct or indirect knowledge of facts pertaining to the PHA's review.
5. Other Agencies. Investigators, caseworkers or representatives of other benefit agencies may be contacted.
6. Public Records. If relevant, the PHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, and divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.
7. Interviews with Head of Household or Other Family Members. The PHA will discuss the allegation (or details thereof) with the head of household or family member by scheduling an appointment at the PHA office.

   A high standard of courtesy and professionalism will be maintained by the PHA staff person who conducts such interviews. Under no circumstances will inflammatory language, accusations, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

E. EVIDENCE AND STATEMENTS OBTAINED BY THE HOUSING AUTHORITY

Documents and other evidence obtained by the Housing Authority during the course of an investigation will be kept in the participant's file, or in a separate "work file."

F. EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, the Housing Authority will review the facts to determine:

1. The type of violation (procedural, non-compliance, fraud);
2. Whether the violation was intentional or unintentional;
3. What amount of money (if any) is owed by the participant; and
4. If the family is eligible for continued participation.

G. PROCEDURES FOR HANDLING DOCUMENTED PROGRAM VIOLATIONS

Once a program violation has been determined, the Housing Authority will propose the most appropriate remedy based upon the type and severity of the violation.

1. Procedural Non-Compliance. This category applies when the participant "fails to" abide by a procedure or requirement of the Housing Authority, but does not misrepresent a material fact, and there are no retroactive payments owed by the family.
   a. Examples of Non-Compliance Violations are:
      - failure to appear at a pre-scheduled appointment,
      - failure to arrive promptly for a scheduled appointment/meeting (arriving in excess of 15 minutes after scheduled start time),
      - failure to return verification in the time period specified by the Housing Authority
   b. Warning Notice to the Family. In such cases, a notice will be sent to the family which contains the following:
      - a description of the non-compliance and the procedure, policy or obligation which was violated,

- the date by which the violation must be corrected, or the procedure complied with,
- the action which will be taken by the Housing Authority if the procedure or obligation is not complied with by the date specified by the Housing Authority,
- the consequences of repeated (similar) violations

2. Procedural Non-Compliance - Retroactive Payments. When the family owes money to the Housing Authority for failure to report changes in income or assets, the Housing Authority will schedule a meeting for family responsibilities, or send a notice of termination for unreported income. This notice will contain the following:

   a. a description of the violation and the date(s),

   b. any amounts owed to the Housing Authority,

   c. a ten (10) business days response period, and

   d. the right to disagree and to request an informal hearing with instructions for the request of such hearing

   - Participant Fails to Comply with BCHA's Notice. If the participant fails to comply with Housing Authority's notice, and a material provision of the lease has been violated, the Housing Authority will initiate termination of tenancy.
   - Participant Complies with BCHA's Notice. When a participant complies with the Housing Authority's notice, the staff person responsible will meet with him/ her to discuss and explain the program provision that was violated.

H. MISREPRESENTATIONS

When a participant falsifies, misstates, omits, or otherwise, misrepresents a material fact which results (or would have resulted) in an underpayment of participant's share, the PHA will evaluate whether or not the participant had knowledge that his/her actions were wrong, and the participant willfully violated the lease or the law.

1. Knowledge that the action or inaction was wrong. This will be evaluated by determining if the participant was made aware of program requirements and prohibitions. The participant's signature on various certifications, briefing certificate, Personal Declaration and Things You Should Know are adequate to establish knowledge of wrong-doing.

2. The participant willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

   - An admission by the participant of the misrepresentation;
   - The act was done repeatedly;
   - If a false name or Social Security Number was used;
   - If there were admissions to others of the illegal action or omission;
   - The participant omitted material facts which were known to him/her (e.g., employment of self or other household members);
   - The participant falsified, forged or altered documents; and
   - The participant uttered and certified to statements at a rent (re)determination, which were later independently verified to be false.

I. THE PARTICIPANT CONFERENCE FOR SERIOUS VIOLATIONS AND MISREPRESENTATIONS

When the Housing Authority has established that material misrepresentation has occurred, a Participant Conference will be scheduled with the family and the Housing Authority staff person most knowledgeable

of the circumstances of the case.

The conference will take place prior to any proposed action by the Housing Authority. The purpose of such conference is to review the information and evidence obtained by the Housing Authority with the participant, and to provide the participant an opportunity to explain any documented findings which conflict with information in the participant's file. Any documents or mitigating circumstances presented by the participant will be taken into consideration by the Housing Authority. The participant will be given ten (10) business days to furnish any mitigating evidence.

A secondary purpose of the participant conference is to assist the Housing Authority in determining the course of action most appropriate for the case. Prior to the final determination of the proposed actions, the Housing Authority will consider:

- the duration of the violation and number of false statements,
- the participant's ability to understand the rules,
- the participant's willingness to cooperate and to accept responsibility for his/her actions regarding the amount of money involved, and
- whether the omission or error is the fault of the Housing Authority (if so the family cannot be charged for an error caused by the Housing Authority
- the participant's past history, and
- whether or not criminal intent has been established

J. DISPOSITION OF CASES INVOLVING MISREPRESENTATION

In all cases of misrepresentation involving efforts to recover monies owed, the Housing Authority will pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

1. Criminal Prosecution: If the Housing Authority has established criminal intent, and the case meets the criteria for prosecution, the Housing Authority will refer the case to the local State Authority or District Attorney, notify HUD's Regional Inspector General for Investigations (RIGI), and terminate rental assistance.
2. Administrative Remedies: The Housing Authority will terminate assistance and demand payment of restitution in-full. The Housing Authority may refer any amount owed to a collection agency, take legal action, or refer the matter to the HUD Inspector General or District Attorney
3. Housing Authority Legal Action: If restitution is not made within the specified time allowed by the Housing Authority (thirty (30) days), and $500.00 or more is owed to the Housing Authority, due to participant fraud, the Housing Authority will seek restitution through legal judicial channels.
4. Continue Assistance: Contingent upon full lump-sum restitution or agreement to a minimal repayment plan with a warning that repeat of the offense will result in immediate termination of assistance.

K. NOTIFICATION TO PARTICIPANT OF PROPOSED ACTION

1. The Housing Authority will notify the resident, by mail, of the proposed remedy to correct the problem no later than seven (7) business days after the Participant Conference.
2. All notices of termination will advise the family of their right to an informal hearing. The family may also dispute the Housing Authority's finding and present any evidence they may have.

XXII. INFORMAL HEARINGS AND REVIEWS

Applicants and participants have rights to an informal review or an informal hearing in most cases where the Housing Authority makes a decision regarding a family's admission or amount of assistance, and continued participation in the Housing Choice Voucher Program. The differences are:

1. Informal Review is a review of the PHA's decision on an applicant's application for participation in the

Section 8 Housing Choice Voucher Program in accordance with the procedures outlined below.

2. Informal Hearing is a hearing regarding a decision affecting a participating family in the Section 8 Housing Choice Voucher Program in accordance with the procedures outlined below.
3. Informal Review Officer is a person designated to informally review a decision concerning an application for participation and give his/her decision. In most instances, the BCHA Director, or Assistant Director is the designated Informal Review Officer.
4. Informal Hearing Officer is a person designated to conduct an informal hearing concerning a participant and gives his/her decision.

Informal Hearings or Informal Reviews are not required for policies and procedures established by the Housing Authority. Certain actions or decisions made by the Housing Authority require the offer of an informal review or informal hearing. Following these actions or decisions, the PHA must give an applicant or participant prompt written notice of their right to ask for an informal review or an informal hearing to determine whether the decision made is in accordance with the law, HUD regulations, and the Housing Authority policy. PHA's are not required to conduct an informal review or hearing to reconsider every action or decision.

An informal review is not required for decisions concerning:

1. Determination of unit size under the BCHA's subsidy standards;
2. Determination that the unit does not meet or comply with housing quality standards;
3. Denial of a request to extend or suspend a voucher term;
4. General policy issues or class grievances;
5. Discretionary administrative determinations by the Housing Authority;
6. A BCHA refusal to grant approval of the tenancy; and
7. Determination not to approve a unit or tenancy.

A. PROCEDURES FOR INFORMAL REVIEW

1. The PHA shall give an applicant written notice of a decision denying assistance or a decision denying listing on the waiting list within ten (10) calendar days from the date of the decision.
2. The notice shall contain a brief statement of the reason(s) for the decision, that the applicant may submit a signed written request for an informal review of the decision if he/she disagrees with the decision, and that the request must be made within ten (10) calendar days from the date of the notice, and that the applicant should keep proof of making the request.
3. The BCHA may or may not conduct an informal review if the applicant fails to submit his/her request within the time stipulated. If the request is not submitted timely, it shall mean that the applicant waived his/her right to request an informal review.
4. Reasonable accommodations shall be made for applicants who are disabled.
5. The BCHA shall conduct an informal review, provided the applicant submits a request for an informal review within the time allowed. The informal review will be scheduled as soon as possible and no later than 14 business days following the receipt of the request.
6. Informal Review Officer
    a. The BCHA shall designate any person or persons as the review officer(s). The power to designate any person or persons as review officer or review officers shall rest with the Housing Authority. In most cases, the BCHA Director or Assistant Director is the designated Informal Review Officer.
    b. The person or persons designated as the review officers shall not be the person who made or approved the decision under review or a subordinate of such person.

7. The Informal Review
    a. The proceedings of the review shall be informal and confined to factors relating to program eligibility and a determination of whether the decision of denying assistance to the applicant is justified or not.
    b. The review shall be conducted via telephone conference call for convenience and if acceptable to the applicant. The date and time of the review may be made in advance and scheduled via telephone or electronic mail (email) communication.
    c. The applicant shall have the right to present objections either orally or in writing. The applicant may use an attorney or other representative to assist them at their own expense.
8. The Decision
    a. The review officer or officers shall decide whether the decision denying assistance to the applicant was justified according to the Federal regulations and rules of the BCHA.
    b. The final decision shall be rendered within (10) business days from the date of the review, and
    c. The BCHA shall promptly notify the applicant in writing of the final decision, and provide a brief statement of the reasons for the final decision.

B. PROCEDURES FOR INFORMAL HEARING

1. The Housing Authority will provide participants with the opportunity for an Informal Hearing for decisions related to any of the following determinations:
    a. Termination of assistance;
    b. Determination of the family's annual or adjusted income and the calculation of the housing assistance payment;
    c. Family unit size determination under the subsidy standards; and
    d. Notice of Determination to pay an owner/landlord claim for damages, unpaid rent or vacancy loss.
2. Informal Hearings are not required for established policies and procedures such as:
    a. Discretionary administrative determinations;
    b. General policy issues or class grievances;
    c. Establishment of the schedule of utility allowances;
    d. Determination not to approve an extension or suspension of a voucher term;
    e. Determination not to approve a unit or lease;
    f. Determination that the unit is not in accordance with Occupancy Standards because of the family size; or
    g. Determination to exercise or not exercise any right or remedy against the owner/landlord under a HAP contract.
3. Notice to Participant
    a. When decisions are made, the BCHA shall give the participant prompt written notice of the decision made.
    b. The written notice shall contain a brief statement of the reasons for the decision, and a statement that if the participant does not agree with the decision, she/he may request a formal hearing on the decision within ten (10) calendar days from receipt of the notice.
    c. The notice must explain the participant's rights.
    d. The BCHA may or may not conduct an informal hearing if the participant does not request an

informal hearing within the time fixed herein to do so. If the request is not submitted timely, it shall mean that the participant waived his/her right to request an informal hearing.

4. The Hearing Officer
    a. The BCHA will designate any person or persons as hearing officer or hearing officers to conduct the informal hearing. The power to designate a hearing officer shall rest solely with the BCHA.
    b. The hearing officer can be any person other than a person who made or approved the decision under review, or a subordinate of such person.
5. Rights of the Participant
    a. The participant may appear in person at the hearing, or maybe represented by a lawyer or other representative at his/her own expense.
    b. The participant shall have the right to present evidence, both oral and documentary, without regard to admissibility under the rules of evidence applicable to judicial proceedings.
    c. The client shall have the right to arrange for an interpreter to attend the hearing, at the client's expense.
6. Rights of the BCHA
    a. The BCHA can be represented by a lawyer, or any other representative in the informal hearing.
    b. The BCHA can introduce evidence, both oral and documentary, without regard to admissibility under the rules of evidence applicable to judicial proceedings.
    c. The BCHA shall have the right to question any witness examined in the informal hearing and to make final submissions.
7. The Informal Hearing
    a. The hearing officer will regulate the conduct of the hearing in accordance with hearing procedures commonly accepted and followed.
    b. If the participant who requested the informal hearing fails to appear at the hearing on the date set for hearing without any request for an adjournment on strong grounds; or the participant fails to arrive promptly for the hearing (arrives in excess of fifteen (15) minutes after the scheduled time); the matter will be decided by the parties that are present, or dismissed immediately with no right for its restoration. The hearing officer may or may not allow an application for adjournment.
    c. The BCHA will then begin its case by introducing documents it relies on and by taking oral statements from witnesses, if necessary, in justification of its decision.
    d. The participant will begin his/her defense by introducing documents it relies on and by taking oral testimony of witnesses in support of his/her contention.
    e. The participant and the BCHA will then close their cases and make final submissions.
8. The Decision
    a. The hearing officer will consider the evidence introduced by the parties and give such evidence due weight.
    b. Factual determinations relating to the individual circumstances of the participant shall be based on the evidence presented at the hearing.
    c. The decision shall be in writing and based on the facts established, HUD regulations, BCHA policy, and the applicable law.
    d. The decision shall clearly state the reason on which the decision is arrived.
    e. A copy of the decision shall be provided to the participant within ten (10) calendar days from the date of the hearing.

9. When Informal hearings Are Not Binding on the BCHA

   The Housing Authority is not bound by a hearing decision in situations where:

   a. Matters in which the Housing Authority is not required to provide an opportunity for a hearing.

   b. When a decision is rendered that is contrary to HUD regulations, requirements and are contrary to Federal, State, or local law.

   If the Housing Authority determines they are not bound by the hearing officer's decision, the Housing Authority will promptly notify the participant of the determination and the reason for the decision and instruct the participant of their next steps.

C. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"

1. Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decisions on the CIS appeal.
2. Assistance to a family may not be terminated or denied while the PHA hearing is pending but assistance to an applicant may be delayed pending the PHA hearing.
3. CIS Determination
   a. If a family member claims to be an eligible immigrant and the CIS SAVE system and manual search do not verify the claim, the BCHA notifies the applicant or participant within ten (10) days of their right to appeal to the CIS within thirty (30) days or to request an informal hearing with the BCHA either in lieu of or subsequent to the CIS appeal.
   b. If the family appeals to the CIS, they must give the BCHA a copy of the appeal and proof of mailing or the PHA may proceed to deny or terminate. The time period to request an appeal may be extended by the BCHA for good cause.
   c. The request for a BCHA hearing must be made within fourteen (14) days of receipt of the notice offering the hearing or, if an appeal was made to the CIS, within fourteen (14) days of receipt of that notice.
4. After receipt of a request for an informal review/hearing, the review/hearing is conducted as described in Section D. of this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family member(s) the BCHA will:
   a. Deny the applicant family;
   b. Defer termination if the family is a participant and qualifies for deferral; and
   c. Terminate the participant if the family does not qualify for deferral.
5. If there are eligible members in the family, the BCHA will offer to prorate assistance or give the family the option to remove the ineligible member(s).
6. All other complaints related to eligible citizen/immigrant status:
   a. If any family member fails to provide documentation of certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.
   b. Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.
   c. Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a

hearing regarding determinations of tenant rent and Total Tenant Payment.

d. Families denied or terminated for fraud in connection with the non-citizen rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

D. MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES

1. When applicants are denied placement on the waiting list, or the BCHA is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process.

2. Examples of mitigating circumstances are:

a. A person with a cognitive disorder may not have understood the requirement to report increases in income;

b. A person may not understand the need to make regular repayments on a promissory note; and

c. Minor criminal records for public drunkenness may be due to medication; prior incarcerations for being disorderly may be emotional disorder.

E. WHEN AN INFORMAL REVIEW OR INFORMAL HEARING IS NOT REQUIRED

It is not required to conduct an informal review or informal hearing to reconsider every decision or action taken by the Housing Authority.

An informal review or informal hearing is not required for the following:

- Determination of the family unit size under the BCHA policy
- General policy issues
- Determination that the unit does not comply with Housing Quality Standards
- Voucher term and extension
- The utility allowance schedule or the amounts
- Issues dealing with landlords under HAP contract

XXIII. REPAYMENT AGREEMENT

A participant or owner may owe a debt to the Housing Authority that must be repaid in full at the time the overpayment is discovered or a repayment agreement executed.

1. The participant/owner will be notified in writing of the overpayment of HAP given the opportunity to pay the amount owed in full.
2. Repayment Agreements are executed with participants and owners/landlords who owe a debt to the Housing Authority only after it is determined that their financial resources are not enough to pay the debt in full.
3. The repayment agreement is to be paid over a period of time not to exceed twelve (12) months, unless due to extenuating circumstances the Director of the Housing Authority approves an extended payment schedule.
4. The repayment agreement may be based on an amount not to exceed $1,000. Any amount beyond $1,000 must be paid in full unless the Director of the Housing Authority approves a change in this amount due to extenuating circumstances.
5. When establishing repayment agreements, monthly repayment amounts for applicants should be reviewed to keep the amount plus total tenant payment within the 40% affordability for the household.
6. If the participant or owner fails to repay the full amount due, the participant may be terminated from the program or the owner may be barred from the program.
7. If the participant leaves the program without paying the full debt the participant will not be allowed to re-enter until the debt is paid in full. The participant debt will be entered into the Debts Owed in EIV (The

participant may be given thirty (30) days to pay the full debt. If the amount is not paid within thirty (30) days the participant will be denied re-admission and given the right to an informal review.

8. The owner/landlord will only be allowed to enter into a repayment agreement if there are no current contracts for which HAP payments are being made and the owner/landlord's income resources are not feasible to pay the debt.
9. If there is current HAP being paid to the landlord/owner the amount due will be recovered from the amount paid to the owner under those contracts. If there is no current HAP payment made to the owner/landlord the landlord/owner may be allowed to enter into a repayment agreement for an amount not to exceed $1,000. Any amount owed beyond $1,000 must be paid in full. If the landlord/owner does not pay or satisfy the debt the HAP contract will be cancelled and the owner may be barred from the program and future participation until the amount is paid in full. The Housing Authority reserves the right to turn the owner/landlord and the debt owed over to an independent collection agency and/or to the HUD Office of Inspector General (HUD-OIG).

If the Housing Authority staff cause an error in calculating the participant's rent portion the participant cannot be penalized for the BCHA error.

A. ESTABLISHING THE REPAYMENT AGREEMENT

1. Repayment Agreements are executed with participants and owners/ landlords who owe the Housing Authority funds. If the participant or owner/landlord disputes the amount owed they must provide documented evidence for the Housing Authority to review.
2. Repayment Agreements with families may be established if the family did not report all of its income.
3. The Housing Authority may allow no more than one (1) Repayment Agreement at any given time. The Director of the Housing Authority may use discretion for extenuating circumstances.
4. Any additional money owed must be paid-in-full.

B. ENFORCING REPAYMENT AGREEMENTS

1. The Housing Authority will set up monthly payments on the Repayment Agreements.
2. If the participant is two (2) or more months behind, the participant's assistance may be terminated.
3. If the participant enters into a Repayment Agreement after the execution of the HAP Contract and does not pay, the Section 8 office will require the family to bring their Repayment Agreement current prior to issuance of a Voucher to move to another unit.
4. The Housing Authority must notify the family of the amount of its liability and inform them of the consequences if they do not pay.
5. The family will not be allowed to exercise portability to another jurisdiction until the repayment agreement is paid in full.

C. WHEN BCHA WILL NOT ENTER INTO A REPAYMENT AGREEMENT

If the Housing Authority determines that the family committed willful and intentional fraud, the Housing Authority will require the family to repay the entire amount in-full or have their assistance terminated.

D. OWNER/LANDLORD FRAUD AND PROGRAM ABUSE

1. When the Housing Authority determines that the owner/landlord has retained Housing Assistance Payments that the owner/landlord was not entitled to, the Housing Authority may reclaim the Housing Assistance Payment amount from current Housing Assistance Payments owed the owner/landlord.
2. If the current HAP payment is insufficient the landlord/owner may pay the Housing Authority directly, if the landlord/owner fails to pay the amount owed the Housing Authority, the landlord/owner will be referred to a collection agency and the OIG.

3. The Housing Authority will use the Housing Assistance Payments (HAP) Guidebook as a guide in dealing with owner/landlord fraud and program abuse, which may include barring the owner/landlord from participating in the Section 8 Housing Choice Voucher Program.

XXIV. MONITORING HAP FUNDS AND POLICY REGARDING TERMINATION OF FAMILIES IN CASE OF SHORTFALL

The HAP Annual Budget Authority is carefully monitored to ensure as many eligible families as possible are assisted based on HUD allocated funding. If over-leasing occurs within any month the over-leasing will be monitored so there's not an adverse effect. Monitoring the leasing process will include:

- Reviewing monthly lease-up reports in order to track the number of units awarded by HUD.
- Keeping track of actual units leased and HUD awarded units on a monthly basis to determine under and over-leasing.
- Review the variance between estimated units leased and units leased.
- Consideration is given to voucher turnover (terminations), whether or not to absorb a port-in family if over-leasing occurs within any month, or whether it is necessary to house new families from the waiting list.
- Along with all the above monthly financial reports are monitored to determine if housing assistance payments is within HUD's funding, and whether under or over-leasing has occurred.
- The PHA maintains a Net Restricted Assets (NRA) account to support HAP cost in cases where over-leasing may occur in a given month.

There are two main funding sources designated by HUD to operate the Housing Choice Voucher Program:

1. The Housing Assistance Payment (HAP); used to cover payments made to landlords, and
2. An Administrative Fee (AF) for program administration.

The Housing Authority accumulates unspent HAP from prior years which is identified by HUD as Net Restricted Assets (NRA). HUD allows housing authorities to pay HAP from the NRA account to support HAP cost up to the authorized number of units cost. The BCHA monitors all funds through excel spreadsheets, HUD's Two-Year Tool (TYT), and the Voucher Management System (VMS) reports.

Shortfall is defined as a budget deficit in HCV funding where it is anticipated the housing authority may not receive full funding to cover monthly HAP payments. While HUD and the Housing Authority monitor funding closely to avoid shortfall, there are cases where it unavoidable due to rising per unit costs and the efforts to meet annual spending deadlines. When shortfall occurs, the housing authority will follow the steps recommended in HUD guidance and work closely with HUD to take necessary actions to minimize or avoid the shortfall. If such actions do not eliminate the shortfall it may be necessary for the housing authority to terminate participant families from the program as a last resort to remain within budget constraints. The following establishes the hierarchy to be followed when identifying families to be terminated in cases of unavoidable shortfall:

1. Last in, first out—When selecting families to terminate in cases of shortfall, BCHA shall start with the last admitted families first not-including elderly or disabled households.
2. Lowest paid rental subsidies—If last in, first out is not an option—BCHA may terminate families paying less than $50 in subsidy.

XXV. OPERATING RESERVE EXPENDITURES STATEMENT

Operating Reserves

The Housing Authority maintains an administrative fee reserve for the Section 8 program. The Housing Authority credits to the administrative fee reserve the total of:

a. The amount by which program administrative fees paid by HUD for a fiscal year exceed BCHA's

program expenses for the fiscal year, plus

b. Interest earned on the administrative fee reserve.

A. REQUIRED USE FOR PROGRAM ADMINISTRATION

1. The operating reserve must first be used to pay Section 8 administrative costs that exceed earned administrative fees or a fiscal year.
2. Projected administrative fees and the Operating Reserve must cover all projected costs of program administration through the remaining ACC terms.
3. As stipulated by the 2005 Appropriations Act, the administrative fees provided from this appropriation shall only be used for activities related to the provision of Section 8 tenant-based rental assistance, including related development activities.

B. PERMITTED USE FOR OTHER HOUSING PURPOSES

Operating reserve funds may be expended for other housing purposes consistent with the State and local law. If the BCHA anticipates that ongoing fees will not be sufficient for ongoing administrative cost through its ACC terms, an appropriate amount must be retained in the Operating Reserve for projected administrative cost.

C. BOARD OF COMMISSIONERS APPROVAL FOR OPERATING RESERVE EXPENDITURES

1. The Board of Commissioners must set a threshold for the amount of annual expenditures which may be made from the Operating Reserve for other housing purposes without prior approval of the Board.
2. For Operating Reserve expenditures that exceed the Board threshold, the Housing Authority Board, as part of its approval, must make an affirmative determination that the expenditures are necessary and reasonable for the other purposes consistent with state and local law.

XXVI. EMERGENCY HOUSING VOUCHER ADDENDUM

Emergency Housing Vouchers (EHVs) are to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless or having high risk of housing instability.

In general, the verification that the individual or family meets one of these four eligibility categories is conducted by the local homeless response system, or Continuum of Care (CoC). The CoC must provide supporting documentation to the housing authority of the referring agency's verification that the family meets one of the four eligible categories for EHV assistance. The housing authority must retain this documentation as part of the family's file.

In addition, the housing authority may take direct referrals from outside the CoC CE System if that system does not have a sufficient number of eligible families to refer to the housing authority. The Brazoria County Housing Authority (BCHA) will partner with the Continuum of Care (CoC), to assist qualifying families through a direct referral process.

A. <u>Individual and Family Eligibility</u>

In order to be eligible for an EHV, an individual or family must meet one of four eligibility categories:

- Homeless
- At risk of homelessness
- Fleeing or attempting to flee, domestic violence, dating violence, sexual assault, salting, or human trafficking
- Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

B. Assistance

In addition to rental assistance, EHV families may receive the following types of assistance determined necessary to allow the family to participate in the EHV program:

- Housing Search Assistance – During the families initial housing search BCHA may help families identify and visit potentially available units; help to find a unit that meets the household's disability related needs; provide transportation and directions; assist with the completion of rental applications and BCHA forms; and help expedite the EHV leasing process for the family.
- Security Deposit Assistance – BCHA may provide security deposit assistance for the family. The amount of the security deposit assistance may not exceed the lesser of two months' rent to owner, the maximum-security deposit allowed under applicable state and/or local law, or the actual security deposit required by the owner. BCHA will pay the security deposit assistance directly to the owner. BCHA will place conditions on the security deposit assistance, such as requiring the owner to return the security deposit assistance to the BCHA at the end of the family's tenancy (less any amounts retained by the owner in accordance with the lease).
- Utility Deposit Assistance – BCHA may provide utility deposit assistance for some or all of the family's utility deposit expenses. Assistance can be provided for deposits (including connection fees) required for the utilities to be supplied by the tenant under the lease. BCHA will pay the utility deposit assistance directly to the utility company. BCHA will place conditions on the utility deposit assistance, such as requiring the utility supplier to return the utility deposit assistance to BCHA at such time the deposit is returned by the utility supplier (less any amounts retained by the utility supplier).
- Renter's Insurance – If necessary, BCHA will provide funding for a renter's insurance policy for the initial lease term.

C. Denial of Assistance to an EHV applicant

BCHA must deny an applicant admission to the EHV program if:

- Any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
- Any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.
- Any member of the family fails to sign and submit consent forms for obtaining information in accordance with 24 CFR part 5 as required by § 982.552(b)(3).

BCHA may also deny an applicant admission to the EHV program if BCHA:

- Determines that any household member is currently engaged in, or has engaged in within the previous 12 months: Violent criminal activity, or other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity.
- Any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program within the previous 12 months.
- The family engaged in or threatened abusive or violent behavior toward BCHA personnel within the previous 12 months.

D. Documents Required for Admission

All applicants are required to provide the following documents to determine eligibility for the voucher program:

- Legible copies of birth certificates for all household members, or any other document approved by the Housing authority as proof of birth; *
- Legible copy of photo identification (driver's license, state issued ID card, school ID card) for all household members 18 years and older;
- Original Social Security cards for all family members, or original document issued by the SSA that shows the person's name and SSN, or an original document issued by a federal, state, or local government agency that contains the name and SSN of the person; *
- Declaration of Citizenship/Eligible Immigration status;
- HUD 9886 and BCHA Authorization to Release;
- Criminal Certification Acknowledgement.

In addition to the above documents proof of guardianship/custody if a member of the household is not a child of a household member.

*HUD has waived the requirement to obtain and verify SSN documentation and documentation evidencing eligible noncitizen status before admitting the family to the EHV program. As an alternative requirement, individuals must provide the required documentation within 180 days of admission to be eligible for continued assistance, pending verification, unless BCHA provides an extension based on evidence from the family or confirmation from the CoC that the family has made a good faith effort to obtain the documentation. Additionally, BCHA may accept self-certification of date of birth and disability status if a higher level of verification is not immediately available. If self-certification is used, the BCHA must obtain a higher level of verification within 90 days of admission or verify the information in EIV.

The adoption of this waiver does not authorize any ineligible family to receive assistance under this program. If BCHA determines that an ineligible family received assistance, BCHA must take steps to terminate the family from the program.

E. Voucher Issuance - Initial Search Term

HUD is waiving §982.303(a) which provides that the initial search term must be at least 60 days and is establishing an alternative requirement that the initial term for an EHV must be at least 120 days. Any extensions or suspensions will remain under the current policies in the BCHA administrative plan but will apply after the minimum 120-day initial search term is exhausted.

F. All other policies and procedures under the Housing Choice Voucher program (HCV) will be followed under EHV program unless noted above.

XXVII. STABILITY VOUCHER ADDENDUM

BCHA was awarded Stability Vouchers as of October 1, 2023.

Stability Vouchers (SVs) are to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; and veterans and families that include a veteran family member that meet one of the preceding criteria.

In general, the verification that the individual or family meets one of these four eligibility categories is conducted by the local homeless response system, or Continuum of Care (CoC). The CoC must provide supporting documentation to the housing authority of the referring agency's verification that the family meets one of the four eligible categories for SV assistance. The housing authority must retain this documentation as part of the family's file.

In addition, the housing authority may take direct referrals from outside the CoC Coordinated Entry (CE) System if that system does not have a sufficient number of eligible families to refer to the housing authority. The Brazoria County Housing Authority (BCHA) will partner with the Continuum of Care (CoC), to assist qualifying families through a direct referral process.

A. Individual and Family Eligibility

In order to be eligible for an SV, an individual or family must meet one of four eligibility categories:

- Homeless;
- At risk of homelessness;
- Fleeing or attempting to flee, domestic violence, dating violence, sexual assault, salting, or human trafficking; or
- Veterans and families that include a veteran family member that meet one of the preceding criteria.

B. Assistance

In addition to rental assistance, SV families may receive the following types of assistance determined necessary to allow the family to participate in the SV program:

- Application fees/non-refundable administrative or processing fees/refundable application deposit assistance/broker fees. – During the families initial housing search BCHA may provide reasonable assistance to cover such costs to allow the family to apply and lease-up a unit. BCHA will pay not more than fees for more than one property at a time and will limit such fees to no more than three times during the initial housing search.
- Security Deposit Assistance – BCHA may provide security deposit assistance for the family. The amount of the security deposit assistance may not exceed the lesser of two months' rent to owner, the maximum-security deposit allowed under applicable state and/or local law, or the actual security deposit required by the owner. BCHA will pay the security deposit assistance directly to the owner. BCHA will place conditions on the security deposit assistance, such as requiring the owner to return the security deposit assistance to the BCHA at the end of the family's tenancy (less any amounts retained by the owner in accordance with the lease).
- Utility Deposit Assistance – BCHA may provide utility deposit assistance for some or all of the family's utility deposit expenses. Assistance can be provided for deposits (including connection fees) required for the utilities to be supplied by the tenant under the lease. BCHA will pay the utility deposit assistance directly to the utility company. BCHA will place conditions on the utility deposit assistance, such as requiring the utility supplier to return the utility deposit assistance to BCHA at such time the deposit is returned by the utility supplier (less any amounts retained by the utility supplier).
- Renter's Insurance (if required by the lease) –BCHA will provide funding for a renter's insurance policy for the initial lease term.

C. Denial of Assistance to an SV applicant

BCHA must deny an applicant admission to the SV program if:

- Any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
- Any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.

- Any member of the family fails to sign and submit consent forms for obtaining information in accordance with 24 CFR part 5 as required by § 982.552(b)(3).

BCHA may deny an applicant admission to the SV program if BCHA:

- Determines that any household member is currently engaged in, or has engaged in within the previous 12 months: Violent criminal activity, or other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity.
- Any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program within the previous 12 months.
- The family engaged in or threatened abusive or violent behavior toward BCHA personnel within the previous 12 months.

D. Documents Required for Admission

All applicants are required to provide the following documents to determine eligibility for the voucher program:

- Legible copies of birth certificates for all household members, or any other document approved by the Housing authority as proof of birth; *
- Legible copy of photo identification (driver's license, state issued ID card, school ID card) for all household members 18 years and older;
- Original Social Security cards for all family members, or original document issued by the SSA that shows the person's name and SSN, or an original document issued by a federal, state, or local government agency that contains the name and SSN of the person; *
- Declaration of Citizenship/Eligible Immigration status;
- HUD 9886 and BCHA Authorization to Release;
- Criminal Certification Acknowledgement.

In addition to the above documents proof of guardianship/custody if a member of the household is not a child of a household member.

*HUD has waived the requirement to obtain and verify SSN documentation and documentation evidencing eligible noncitizen status before admitting the family to the SV program. As an alternative requirement, individuals must provide the required documentation within 180 days of admission to be eligible for continued assistance, pending verification, unless BCHA provides an extension based on evidence from the family or confirmation from the CoC that the family has made a good faith effort to obtain the documentation. Additionally, BCHA may accept self-certification of date of birth and disability status if a higher level of verification is not immediately available. If self-certification is used, the BCHA must obtain a higher level of verification within 90 days of admission or verify the information in EIV.

The adoption of this waiver does not authorize any ineligible family to receive assistance under this program. If BCHA determines that an ineligible family received assistance, BCHA must take steps to terminate the family from the program.

E. Voucher Issuance - Initial Search Term

HUD is waiving §982.303(a) which provides that the initial search term must be at least 60 days and is establishing an alternative requirement that the initial term for an SV must be at least 120 days. Any extensions or suspensions will remain under the current policies in the BCHA administrative plan but will apply after the minimum 120-day initial search term is exhausted.

F. All other policies and procedures under the Housing Choice Voucher program (HCV) will be followed under SV program unless noted above.

XXVIII. FOSTER YOUTH TO INDEPENDENCE (FYI) VOUCHER ADDENDUM

BCHA was awarded Foster Youth to Independence (FYI) vouchers as of September 19, 2025.

Through a targeted allocation of funds, HUD is investing in local, cross-system collaborative efforts to prevent and end homelessness among youth with current or prior history of child welfare involvement. The success of this effort requires that community partners identify, target and connect eligible youth are risk of or experiencing homelessness to housing and related supports.

Through a memorandum of understanding (MOU) executed in May 2025, Brazoria County Housing Authority has partnered with the Texas Department of Family and Protective Services (DFPS), as required by HUD to implement the FYI voucher program. Through coordinated referral processes, BCHA will work with the DFPS supportive service partner to assist eligible youth to be admitted into and housed with the FYI voucher program and ensure the necessary supportive services are delivered to sustain housing through the supportive services partner.

A. Individual and Family Eligibility

Foster Youth to Independence Vouchers (FYIs) are to assist youth certified by a PCWA as meeting the following conditions:

- Has attained at least 18 years and not more than 24 years of age;
- Left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act; and
- Is homeless[1] or is at risk of becoming homeless[2] at age 16 or older.

Eligibility is not limited to single persons. PHAs may not exclude pregnant or parenting youth from service, because excluding families with children would violate the Fair Housing Act. Thus, any pregnant or parenting youth who otherwise meets the definition of youth must be served in the FYI voucher program.

B. Waiting List

BCHA, upon receipt of a referral(s) from the PCWA of an eligible youth, must compare the name(s) with youth already on the PHA's HCV waiting list. Any youth on the PHA's HCV waiting list that matches with the PCWA's referral must be assisted in order of their position on the waiting list in accordance with PHA admission policies. Any youth certified by the PCWA as eligible and not on the HCV waiting list must be placed on the waiting list (pending HCV eligibility determination). BCHA maintains an open Waiting List specifically for FYI referrals. BCHA has not adopted preferences for selection from the Waiting List for FYI.

C. Prioritization

BCHA will work with the PWCA and contracted supportive service providers to ensure that FYI voucher referrals are based on level of need and appropriateness of the intervention. For youth still involved in the child welfare system, the permanency goals of the youth person should be taken into account.

[1] Homeless refers to the population included in the definition of this term at 24 CFR 578.3.
[2] At Risk of Becoming Homeless means the population defined as “At Risk of Homelessness” at 24 CFR 576.2.

D. Timing of Referral

Per PIH Notice 2025-08, HUD is providing an alternative requirement to ensure otherwise eligible youth be referred when leaving foster care within 180 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security act. This alternative may cause an eligible youth to lease a unit prior to their exit from foster care which may allow a smoother transition from foster care to independence and avoid any potential for the youth to be homeless, while still remaining in compliance with all other FYI and/or HCV requirements. BCHA shall not enter into a HAP contract on behalf of the youth until the youth reaches the age of 18. Under this waiver, BCHA will ensure no duplication of benefit while of any other federal, state or local housing subsidy.

E. Assistance

A request for assistance cannot be made until a referral is received for an eligible youth from the partnering PWCA and/or their contracted service provider.

In addition to rental assistance, FYI families may receive the following types of assistance determined necessary to allow the family to participate in the FYI program:

- Application fees/non-refundable administrative or processing fees/refundable application deposit assistance/broker fees. – During the families initial housing search BCHA may provide reasonable assistance to cover such costs to allow the family to apply and lease-up a unit. BCHA will pay not more than fees for more than one property at a time and will limit such fees to no more than three times during the initial housing search.
- Security Deposit Assistance – BCHA may provide security deposit assistance for the family. The amount of the security deposit assistance may not exceed the lesser of two months' rent to owner, the maximum security deposit allowed under applicable state and/or local law, or the actual security deposit required by the owner. BCHA will pay the security deposit assistance directly to the owner. BCHA will place conditions on the security deposit assistance, such as requiring the owner to return the security deposit assistance to the BCHA at the end of the family's tenancy (less any amounts retained by the owner in accordance with the lease).
- Utility Deposit Assistance – BCHA may provide utility deposit assistance for some or all of the family's utility deposit expenses. Assistance can be provided for deposits (including connection fees) required for the utilities to be supplied by the tenant under the lease. BCHA will pay the utility deposit assistance directly to the utility company. BCHA will place conditions on the utility deposit assistance, such as requiring the utility supplier to return the utility deposit assistance to BCHA at such time the deposit is returned by the utility supplier (less any amounts retained by the utility supplier).
- Renter's Insurance (if required by the lease) –BCHA will provide funding for a renter's insurance policy for the initial lease term.

F. Voucher Issuance - Initial Search Term and Request to Move Alternative Time Frame

HUD is waiving §982.303(a) and 24 CFR 982 subpart H, which provides that the initial search term must be at least 60 days which also applies to a participant's request to move to a new unit, and is establishing an alternative requirement that the initial term for a FYI applicant must be at least 120 days. Any extensions or suspensions will remain under the current policies in the BCHA administrative plan but will apply after the minimum 120-day initial search term is exhausted. The initial 120-day term also applies when a family or youth chooses to move to a new unit with continued assistance.

G. Length of Assistance

As required by statute, an FYI voucher may only be used to provide housing assistance for youth for a maximum of 36 months.

H. Denial of Assistance to an FYI applicant

BCHA must deny an applicant admission to the FYI program if:

- Any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
- Any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.
- Any member of the family fails to sign and submit consent forms for obtaining information in accordance with 24 CFR part 5 as required by § 982.552(b)(3).

BCHA may deny an applicant admission to the FYI program if BCHA:

- Determines that any household member is currently engaged in, or has engaged in within the previous 60 months: Violent criminal activity, or other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity.
- Any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program within the previous 60 months.
- The family engaged in or threatened abusive or violent behavior toward BCHA personnel within the previous 60 months.

I. Documents Required for Admission

All applicants are required to provide the following documents to determine eligibility for the voucher program:

- Legible copies of birth certificates for all household members, or any other document approved by the Housing authority as proof of birth; *
- Legible copy of photo identification (driver's license, state issued ID card, school ID card) for all household members 18 years and older;
- Original Social Security cards for all family members, or original document issued by the SSA that shows the person's name and SSN, or an original document issued by a federal, state, or local government agency that contains the name and SSN of the person; *
- Declaration of Citizenship/Eligible Immigration status;
- HUD 9886 and BCHA Authorization to Release;
- Criminal Certification Acknowledgement.

In addition to the above documents proof of guardianship/custody if a member of the household is not a child of a household member.

J. Eligible Unit Type-Shared Housing

Recognizing the unique needs of the FYI voucher population, BCHA will allow shared housing as an option for unit type under the FYI voucher program in addition to the eligible unit types allowed under the BCHA HCV program. Shared Housing must meet the following criteria to be eligible for FYI voucher:

1. Roommates: FYI voucher holders may participate in shared housing as roommates with another voucher holder and with unassisted individuals.

2. Relationship to Landlord: FYI voucher holders similar to HCV cannot use their subsidy to rent from a relative unless it is approved as a reasonable accommodation for a person with a disability.
3. Lease Requirements: Each family or individual sharing he unit must have a separate lease agreement with the landlord.
4. Unit standards: Each assisted person must have their own private sleeping area, and unit size cannot be studio or efficiency (0 bedroom) or 1-bedroom unit for shared housing. All residents must have access to a living room, bathroom and food preparation/refuse disposal facilities. The entire unit including shared common areas, must pass federal NSPIRE standards before approval.
5. Financial Rules
    a. **Pro-rata rent:** The rent paid to the landlord is calculated based on the pro-rata portion of the units total reasonable rent. This is typically the ratio of bedrooms used by the assisted family to the total number of bedrooms in the unit (e.g. 1/3/for one bedroom in a three-bedroom house.)
    b. **Utility Allowance:** The utility allowance provided to the tenant is also calculated as a pro-rata portion of the allowance for the entire unit.
    c. **Payment Standard:** The subsidy is limited to the lower of the family's standard voucher size or their pro-rata portion of the shared unit's payment standard.

K. All other policies and procedures under the Housing Choice Voucher program (HCV) will be followed under FYI program unless noted above.

GLOSSARY

Acronyms Used in Subsidized Housing

ACC	Annual Contributions Contract – Contract executed between the Housing Authority and HUD that allows HUD to authorize funding for the administration of the Section 8 Housing Choice Voucher Program
Admin. Plan	Administrative Plan – describes the policies the PHA has adopted in each area of the administration of the program where the PHA has discretion.
BCHA	Brazoria County Housing Authority
BR	Bedroom
CDBG	Community Development Block Grant
CFR	Code of Federal Regulations Commonly referred to as "the regulations". The CFR is the compilation of Federal Rules which are first published in the Federal Register and defines and implements statute. The 24 CFR Part 700 to 1699 Housing and Urban Development includes the regulations for the Housing Choice Voucher Program under part 9852-Section 8 Tenant Based Assistance: Housing Choice Voucher Program.
CIS	United States Citizenship and Immigration Services
CPI	Consumer Price Index. CPI is published monthly by the Department of Labor as an inflation indicator.
CR	Contract Rent
EBL	Elevated Blood-Lead Level
EHV	Emergency Housing Voucher
FDIC	Federal Deposit Insurance Corporation
FHA	Federal Housing Administration
FICA	Federal Insurance Contributions Act - Social Security taxes
FMHA	U.S. Department of Rural Development (formerly: Farmers Home Administration)
FMR	Fair Market Rent
FSS	Family Self-Sufficiency
FY	Fiscal Year
FYE	Fiscal Year End
FYI	Foster Youth to Independence Voucher
GAO	Government Accounting Office
GFC	Gross Family Contribution. Note: Has been replaced by the term Total Tenant Payment (TTP).
GR	Gross Rent
HA	Housing Authority
HAP	Housing Assistance Payment
HAP Plan	Housing Assistance Plan

HCDA	Housing and Community Development Act
HCVP	Housing Choice Voucher Program
HOTMA	Housing Opportunities Through Modernization Act
HUD	The Department of Housing and Urban Development
HURRA	Housing and Urban/Rural Recovery Act of 1983
HV	Housing Voucher
IG	Inspector General
IGR	Independent Group Residence
IPA	Independent Public Accountant
IRA	Individual Retirement Accountant
MSA	Metropolitan Statistical Area established by the U.S. Census Bureau
NSPIRE	National Standards for the Physical Inspection of Real Estate
PHA	Public Housing Authority
PMSA	A Primary Metropolitan Statistical Area established by the U.S. Census Bureau
PS	Payment Standard
QHWRA	Quality Housing and Work Responsibility Act
QC	Quality Control
RTA	Request for Tenancy Approval
RFP	Request for Proposal
RRP	Rental Rehabilitation Program
SEMAP	Section 8 Management Assessment Program
SRO	Single Room Occupancy
SSMA	Standard Statistical Metropolitan Area. Has been replaced by MSA, Metropolitan Statistical Area.
SV	Stability Voucher
TR	Tenant Rent
TTP	Total Tenant Payment
UA	Utility Allowance
UARP	Utility Allowance Reimbursement Payment
URP	Utility Reimbursement Payment
VAWA	Violence Against Women Act

DEFINITIONS
Section 8 Program

Absorption

In portability, the point at which the receiving PHA stops billing the initial PHA for assistance on behalf of a portability family. The receiving PHA uses funds available under the receiving PHA consolidated ACC.

Accessible

1. When used with respect to the design, construction, or alteration of a facility or a portion of a facility other than an individual dwelling unit, means that the facility or portion of the facility when designed, constructed or altered, can be approached, entered, and used by individuals with physical disabilities. The phrase "accessible to and usable by" is synonymous with accessible.
2. When used with respect to the design, construction, or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, altered or adapted, can be approached, entered, and used by individuals with physical disabilities.

   A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR, Part 8, Section 8.32, is "accessible" within the meaning of this paragraph 2.

   When a unit in an existing facility which is being made accessible as a result of alterations is intended for use by a specific qualified individual with disabilities (e.g., a current occupant of such unit or of another unit under the control of the same recipient, or an applicant on a waiting list), the unit will be deemed accessible if it meets the requirements of applicable standards that address the particular disability or impairment of such person.

Accessible Route

A continuous unobstructed path connecting accessible elements and spaces in a building or facility that complies with the space and reach requirements of applicable standards prescribed by 24 CFR, Part 8, Section 8.32.

An accessible route that serves only accessible units occupied by persons with hearing or vision impairments need not comply with those requirements intended to effect accessibility for persons with mobility impairments.

Adaptability

The ability of certain elements of a dwelling unit, such as kitchen counters, sinks, and grab bars to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons with or without disabilities, or to accommodate the needs of persons with different types or degrees of disability.

For example, in a unit adaptable for a hearing-impaired person, the wiring for visible emergency alarms may be installed, but the alarms need not be installed until such time as the unit is made ready for occupancy by a hearing-impaired person.

Adjusted Income means Annual Income less the following allowances, determined in accordance with HUD instructions:

1. $480 for each Dependent;
2. $400 for any Elderly Family;
3. For any family that is not an Elderly Family or disabled family, but has a member other than the head of household or spouse, Disabled Assistance Expenses in excess of three percent (3%) of Annual Income, but this allowance may not exceed the employment income received by Family members who are 18 years of age or older, as a result of the assistance to the Disabled Person;
4. For any Elderly or Disabled Family;
   a. That has no disability assistance expenses, an allowance for Medical Expenses, equal to the amount by which the Medical Expenses exceed three percent (3%) of Annual Income;
   b. That has Disability Assistance Expenses greater than or equal to three percent (3%) of Annual Income, an

allowance for Disability Assistance expenses computed in accordance with paragraph 3, above, plus an allowance for medical expenses, that is equal to the Family's Medical Expenses;

c. That has Disability Assistance Expenses that are less than three percent (3%) of Annual Income, an allowance for combined Disability Assistance Expenses and Medical Expenses, that is equal to the amount by which the sum of these expenses exceeds three percent (3%) of Annual Income, and

5. Child Care Expenses.

Admission

The effective date of the first HAP contract for a family (first day of initial lease term) in a resident-based program, this is the point when the family becomes a participant in the program.

Affordability

At the time a family initially receives tenant-based assistance for occupancy of a dwelling unit or where the gross rent of the unit exceeds the applicable payment standard for the family, the family share does not exceed forty percent (40%) of the family's monthly adjusted income.

Annual Contributions Contract (ACC)

A contract, under the Housing Act of 1937, as amended between HUD and the PHA, contains the terms and conditions under which the Department assists the PHA in providing decent, safe and sanitary housing for low-income families.

The ACC must be in a form prescribed by HUD, under which HUD agrees to provide assistance in the development, modernization, and/or operation of a low-income housing development under the Act, and the PHA agrees to develop, modernize, and operate the development in compliance with all provisions of the ACC and the Act, and all HUD regulations and implementing requirements and procedures.

ACC is a written agreement between HUD and a PHA to provide annual contributions to the PHA to cover housing assistance payments and other expenses pursuant to the Act.

Annual Income

1. Annual Income means all amounts, monetary or not, which:
   a. Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
   b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
   c. Which are not specifically excluded in this section.
   d. Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.
2. Annual Income includes, but is not limited to:
   a. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
   b. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
   c. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be used as deductions in determining the net income. An allowance for depreciation is permitted only as authorized in the paragraph immediately above this paragraph. Any withdrawal of cash or assets from an investment will be

included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Family. Where the Family has Net Family Assets in excess of $5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets, or a percentage of the value of such Assets, based on the current passbook savings rate, as determined by HUD;

d. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided under Annual Income exclusions);

e. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (but see the paragraph on lump sum additions to family assets, below).

f. Welfare Assistance. If the Welfare Assistance payment includes an amount specifically designated for shelter and utilities, and such amount is subject to adjustment by the Welfare Assistance agency in accordance with the actual cost of shelter and utilities, the amount of Welfare Assistance income to be included, as income shall consist of:

1. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus

2. The maximum amount that the Welfare Assistance Agency could in fact allow the family for shelter and utilities. If the family's Welfare Assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

g. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.

h. All regular pay, special pay and allowances of a member of the Armed Forces (but see paragraph below, on special pay to an Armed Forces person exposed to hostile fire).

3. Annual Income does not include the following (**Exclusions**):

a. Income from the employment of children (including foster children) under the age of eighteen (18) years;

b. Payment received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);

c. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and Workers' Compensation), capital gains and settlement for personal or property losses (but see the paragraph on payments in lieu of earnings, above).

d. Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member;

e. Income of a Live-In Aide, as defined in the regulations, who is a person who resides with an Elderly, Disabled Person or Persons and who:

1. Is determined to be essential to the care and well-being of the Person(s);

2. Is not obligated for the support of the Person(s); and

3. Would not be living in the unit except to provide the necessary supportive services.

f. The special pay to a Family member serving in the Armed Forces who is exposed to hostile fire;

g. Amounts received under training programs funded by HUD;

h. Amounts received by a person with a disability, that are disregarded for a limited time, for purposes of Supplemental Security Income eligibility and benefits, because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS); or

i. Amounts received by a participant in other publicly assisted programs which is specifically for, or in

reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.), and which are made solely to allow participation in a specific program;

j. A resident service stipend is a modest amount (not to exceed $200 per month) received by a public housing resident for performing a service for the Housing Authority, on a part-time basis, that enhances the quality of life in public housing. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No Resident may receive more than one such stipend during the same period of time;

k. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program;

l. Temporary, nonrecurring or sporadic income (including gifts);

m. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

n. Earnings in excess of $480 for each full-time student eighteen (18) years old or older (excluding the head of household and spouse);

o. Adoption assistance payments in excess of $480 per adopted child;

p. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment, or in prospective monthly amounts;

q. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

r. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;

s. Amounts specifically excluded by any other Federal statue from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937, including the following:

1). The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977. [7 United States Code (USC) § 2017 (b)];

2) Payment to volunteers under the Domestic Volunteer Service Act of 1973. [42 USC § 5044(g), § 5058];

3) Payments received under the Alaska Native Claims Settlement Act. [43 USC §1626©];

4) Income derived from certain sub-marginal land of the United States, is held in trust for certain Indian tribes. [25 USC § 459(e)];

5) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program. [42 USC § 8624(f)];

6) Payments received under programs funded in whole or in part under the Job Training Partnerships Act. [29 USC § 1552(b)];

7) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians. [Public Law (P.L.) 94-540, 90 Stat. 2503-2504];

8) The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims [25 USC § 1407-1408), or from funds held in trust for an Indian tribe by the Secretary of the Interior. [25 USC § 117b, 1407];

9) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under

the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [20 USC § 1087uu]. Since Pell Grants are funded under Title IV, PHA's should exclude the FULL value of any Pell Grant. These changes are effective 10-1-92;

10) Payments received from programs funded under Title V of the Older Americans Act of 1965. [42 USC § 3056(f)];

11) Payments received on and after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the "In Re Agent Orange product" liability litigation. [M.D.L. No. 381 (E.D.N.Y.];

12) Payments received under the Maine Indian Claims Settlement Act of 1980. [P.L. 96-420, 94 Stat. 1785];

13) The value of any childcare provided or arranged (or any amount received as payment for such are or reimbursement for costs incurred for such care) under the Childcare and Development Block Grant Act of 1990 [42 USC § 9858q]. This change was effective November 4, 1992;

14) Earned Income Tax Credit (EITC) refund payments received after January 1, 1991. [42USC § 32(j)];

15) Deferred Periodic Payments of Social Security and Supplemental Security Income (SSI) received after October 28, 1992. This lump sum payment may represent the accumulation of periodic payments from a preceding period, collections activity on deferred periodic payments regardless of when they were received. See Notice PIH 93-11 issued March 16, 1993;

16) Holocaust reparations received after April 23, 1993. [42USC § 1437a, § 1437d, § 1437n and § 3535(d)].

4. If it is not feasible to anticipate a level of income over a twelve (12) month period, the income anticipated for a shorter period may be annualized, subject to a re-determination at the end of the shorter period.

Applicable Surface

All intact and non-intact interior and exterior painted surfaces of a residential structure (with reference to lead-based paint poisoning prevention).

Applicant or Applicant Family

A family that has applied for admission to a program but is not yet a participant in the program.

Assisted Lease

A written agreement between an owner/landlord and a family for the leasing of a dwelling unit by the owner/landlord to the family under a Housing Assistance Contract between the owner/landlord and the PHA.

In the case of cooperative of mutual housing, "lease" means the occupancy agreement or other written agreement establishing the conditions for occupancy of the unit.

Auxiliary Aids

Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving Federal financial assistance.

For example, auxiliary aids for persons with impaired vision may include readers, Braille materials, audio recordings, and other similar services and devices.

Auxiliary aids for persons with impaired hearing may include telephone handset amplifiers, telephones compatible with hearing aids, telecommunication devices for deaf persons (TDD's), interpreters, note takers, written materials, and other similar services and devices.

Child

A member of the family, other than the family head or spouse, who is under 18 years of age. For continued assistance under Restrictions on Assistance to Non-citizen only: Biological or adopted children only. Stepchildren (not related to either the head of the household or the spouse) and guardianship of minors (either formal or informal) are excluded.

Child Care Expenses

Amounts anticipated being paid by the Family for the care of children under thirteen (13) years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to be gainfully employed to actively seek employment, or to further his or her education, and only to the extent such amounts are not reimbursed.

The amount deducted shall reflect reasonable charges for child care and in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income.

Reasonable childcare expenses, as defined by the PHA, shall not exceed the actual costs incurred.

Citizen

A citizen by birth or naturalization, or a national of the United States.

Codes

Includes building codes, housing codes, health and safety codes, sanitation codes and any law, ordinance or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy or use of a dwelling unit.

Common Space

Space available for use by assisted families and other occupants of a unit.

Consolidated ACC

Consolidated Annual Contributions Contract (See § 982.151)

Contiguous MSA

In portability an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial PHA is located.

Continued Assistance Family

This is a mixed family who meets all the following requirements:

1. The family was receiving assistance under a Section 214 covered program on June 19, 1995, and
2. Whose head of the household or spouse has eligible immigration status according to the requirements of the restrictions on assistance to non-citizen, and
3. The family does not include any person (who does not have eligible immigration status) other than:
    - The head of the household;
    - Any spouse of the head of the household;
    - Any parents of the head of the household;
    - Any parents of the spouse;
    - Any children of the head of the household or spouse.

    This does not define “family” for purposes of eligibility at the PHA (see “Family” in this Definition section.)

A family entitled to continued assistance before November 29, 1996 is entitled to continued assistance as described in the above paragraph. A family entitled to continued assistance after November 29, 1996 shall receive prorated assistance as described in section 5.520.

Continuously Assisted

An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Housing Choice Voucher Program.

Contract Rent

The total amount of rent specified in the Housing Assistance Payments (HAP) Contract as payable to the owner/landlord

by the Family, and by HUD or the PHA on the Family's behalf.

The monthly rent which an owner/landlord is entitled to receive for the leasing of a Manufactured Home Space to an Assisted Family, including any separate fees or charges. This rent includes the maintenance and management services described in the definition of Manufactured Home Space, but excludes ongoing utility charges. Separate fees or charges for services or facilities not included in the definition of Manufactured Home Space shall be included in the Contract Rent only if their payment is required as a condition of the leasing of the Manufactured Home Space. In the case of a cooperative Manufactured Home park, "Contract Rent" means the charges under the occupancy agreements between the members and the cooperative.

Contract of Participation

A contract in a form approved by HUD, entered into between a participating family and a PHA operating an FSS program that sets forth the terms and conditions governing participation in the FSS program. The contract of participation includes all individual training and services plans entered into between the PHA and all members of the family who elect to participate in the FSS program, and which plans are attached to the contract of participation as exhibits.

Controlled Substance

Any drug or other substance, or immediate precursor included in the definition in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

Day Laborer (24 CFR 5.603(b))

A day laborer is defined as an individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.

Decent, Safe and Sanitary Housing

Housing is decent, safe and sanitary if the requirements of 982.401 are met (Housing Quality Standards).

Defective Paint Surface

Paint on applicable surfaces that are cracking, scaling, chipping, peeling or loose (with reference to lead-based paint poisoning prevention).

Dependent

A member of the Family household (except foster children and foster adults) other than the Family head or spouse, who is under eighteen (18) years of age or is a person with a disability, or is a full-time student.

Deposit

An amount of currency or an instrument delivered to the owner/landlord by the resident as a pledge to abide by terms or conditions of the rental agreement.

Dilapidated Housing

See the definitions of Substandard Housing.

Disability Assistance Expenses

Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Disabled Person or Family

A person or family whose head, spouse, or sole member is a person with disabilities; or two (2) or more persons with disabilities living together; or one (1) or more persons with disabilities living with one or more live-in aides. A person who is under a disability, as defined in Section 233 of the Social Security Act (42 U.S.C. 423), or who has a

developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001 (7)).

Section 223 of the Social Security Act defines disability as:

1. Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death, or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
2. In the case of an individual who has attained the age of fifty-five (55) and is blind (within the meaning of "blindness" as defined in the Social Security Act), inability by reason of such blindness to engage in substantial gainful activity in which he/she has previously engaged with some regularity and over a period of time.

People who have been diagnosed with alcoholism or drug abuse are not part of the definition of "disabled".

Discriminatory Housing Practice

An act that is unlawful under Section 804, 805, 806, or 818 of the Fair Housing Act.

Displaced Person or Family

A person or family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (See also the definition of Involuntary Displacement. See 24 CFR, Part Subpart A, Section 5.420.)

Domestic Violence

Means actual or threatened physical violence directed against one or more members of the applicant family by a spouse or other member of the applicant's household.

Domicile

The legal residence of the household head or spouse as determined in accordance with State and local law.

Drug Abuse and Other Criminal Activity Definitions

1. Adult (Drug-Related and criminal Activity - a person who is eighteen (18) years of age or older, or has been convicted of a crime as an adult under any federal, state or tribal law.
2. Covered Person - a tenant, any member of the tenant's household, a guest or another person under the tenant's control.
3. Currently Engaging in Illegal Use of a Drug - with respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, *currently engaging in,* means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current.
4. Drug - a controlled substance as defined in section102 of the Controlled Substance Act.
5. Drug Abuse Treatment Facility - An entity: (a) that holds itself out as providing, and provides, diagnosis, treatment, or referral for treatment with respect to illegal drug use; and (b) that is either an identified unit within a general care facility, or an entity other than a general medical care facility.

Drug-Trafficking

The illegal manufacture, sale or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Dwelling

Any building, structure or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure or portion thereof.

Dwelling Unit

A single unit of residence for a family of one or more persons. Examples of dwelling units include: a single-family home;

an apartment unit within an apartment building; and in other types of dwellings in which sleeping accommodations are provided, but toileting or cooking facilities are shared by occupants of more than one room or portion of the dwelling, rooms in which people sleep.

Examples of the latter include dormitory rooms and sleeping accommodations in shelters

Earned Income (24 CFR § 5.100)

Earned income means income or earnings included in annual income from wages; tips, salaries, other employee compensation, and self-employment

Effective Date of Contract

Effective date of contract of participation means the first day of the month following the month in which the FSS family and the PHA entered into the contract of participation.

Elderly Family

A household whose head of household or spouse is 62 year of age or older.

Elderly Person

A person who is at least 62 years of age, an allowance for medical expenses may be allowed for persons who are elderly but not disabled.

Elderly Household

A household whose head and/or spouse is considered elderly by definition. Allowance for medical expenses may be allowed for all persons who reside in the household.

Elevated Blood Lead Level

Excessive absorption of lead, that is a confirmed concentration of lead in whole blood of 25 ug/dl (micrograms of lead per deciliter of whole blood) or greater.

Employer Identification Number

The taxpayer identifying number of an individual, trust, estate, partnership, association, company, or corporation that is assigned pursuant to Section 6011(b) of the Internal Revenue Code of 1986, or corresponding provisions of prior law, or pursuant to Section 6109 of the Code. The Employer Identification Number has nine digits separated by a hyphen, as follows: 00-0000000.

Enrollment

Enrollment means the date that the FSS family entered into the contract of participation with the PHA.

Entrance

Any access point to a building or portion of a building, used by residents for the purpose of entering the building.

Eviction

Means any action initiated by the owner/landlord to regain possession of a dwelling unit and use of the premises.

Evidence of Citizenship of Eligible Immigration Status

Documents that must be submitted to the PHA as evidence of citizenship or eligible immigration status.

Exterior

All areas of the premises and outside an individual dwelling unit.

Extremely Low-Income Families

Families with incomes below thirty percent (30%) of the area median and households of various races and ethnic groups—within the Quality Housing Work Responsibility Act (QHWRA).

Facility

All or any portion of buildings, structures, equipment, roads, walks, parking lots, rolling stock or other real or personal property or interest in the property.

Fair Housing Act

Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3600-3620).

Fair Market Rent

The rent, including utilities (except telephone), and all maintenance, management, and other services, which would be required to be paid in order to obtain privately owned, existing, decent, safe, and affordable rental housing of modest (non-luxury) nature with suitable amenities in the market area.

Fair Market Rents are used by Housing Authorities in the Housing Choice Voucher Program to develop the payment standard used to determine the appropriate amounts of housing assistance to be paid on behalf of participating families.

The rent which would be required to be paid in order to obtain a privately owned, decent, safe and affordable Manufactured Home Space of a modest nature. This rent includes maintenance and management services described in the definition of Manufactured Home Space for single-wide and double-wide Manufactured Home Spaces. Rents for double-wide spaces will be permitted for Assisted Families of five (5) or more persons so long as the Manufactured Home meets the minimum occupancy standards for families. Fair Market Rents will be established by HUD and will be published in the Federal Register.

Familial Status

One or more individuals who have not attained the age of eighteen (18) years being domiciled with:

1. A parent or another person having legal custody of such individual or individuals; or
2. The designee of such parent or other person having such custody, with the written permission of such parent or other person. The projections afforded against discrimination on the basis of familial status apply to any person who is pregnant, or is in the process of securing legal custody of any individual who has not attained the age of the eighteen (18) years.

Family

"Family" includes, but is not limited to:

1. Two (2) or more persons who intend to share a residency whose income and resources are available to meet the family's needs and who have a history as a family unit or have evidence of a stable relationship for at least one year if not legally married. Evidence of a "stable relationship" may include any of the following: birth certificate of the children, joint tax returns, prior lease, joint bank accounts, insurance policies, informal marriage certificates or equivalent documentation.
2. A group of persons living together, related by blood, marriage or operation of law;
3. A common-law husband or wife, as recognized under State law;
4. A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the foster child's temporary absence from the home, and is not intended to artificially enlarge the space available for other family members;
5. An elderly person;
6. A disabled person;
7. A displaced person;
8. The remaining member of a resident family; and
9. A single, eighteen (18) years old or older, person who is not an elderly or displaced person or a person with disabilities, or the remaining member of a resident family; and who: • Is an otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age; • Has left foster care, or will leave foster care within 90

days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)); and • Is homeless or is at risk of becoming homeless at age 16 or older. The definition of "family" in the final rule incorporates revisions made to the 1937 Act by the Fostering Stable Housing Opportunities provisions of the Consolidated Appropriations Act, 2021, which expands the definition of "single persons." Due to the modification of the statute prior to this final rule, HUD is making a conforming change to 24 CFR § 5.403 to align with the new statutory language.

Family Income

Means Monthly Income as defined in HUD regulations, i.e., using Annual Income divided by twelve (12).

Family Self-Sufficiency

Family Self-Sufficiency program or FSS program means the program established by a PHA within its jurisdiction to promote self-sufficiency among participating families, including the provision of supportive services to these families, as authorized by Section 23 of the U.S. Housing Act of 1937.

Family Share

In the Housing Choice Voucher Program, the portion of the rent to owner paid by the family. It is calculated by subtracting the amount of the housing assistance payment to the owner from the rent to owner, same as Tenant Rent. Family share will only equal TTP when rent to owner includes all utilities and is equal to or less than the payment standard.

Family Unit Size

The appropriate number of bedrooms for the number of family members residing in a unit, the family unit size is determined by the PHA under the PHA subsidy standards.

Former Federal Preferences (24 CFR Sec. 982.207)

The PHA may implement the following former federal preferences as Local Preferences:

1. working families (head or spouse);
2. families for person with a disability;
3. victims of domestic violence;
4. single persons who are elderly, displaced, homeless or a person with disabilities; and
5. provides the same benefit to families whose head and spouse, is either 62 or older or a person with disabilities (if the PHA adopts local preference for working families).

FSS Account

FSS account means the FSS escrow account authorized by Section 23 of the U.S. Housing Act of 1937, and as provided by CFR 984.305 of this part.

FSS Credit

FSS credit means the amount credited by the PHA to the participating family's FSS account.

FSS Family

FSS family or participating family means a family that receives assistance under the Housing Choice Voucher Program, and that elects to participate in the FSS program, and whose designated head of the family has signed the contract of participation.

FSS Related Service Program

Means any program, publicly or privately sponsored, that offers the kinds of supportive services described in the definition of "supportive services" set forth in 24 CFR 984.

FSS Slots

FSS slots refer to the total number of vouchers that comprise the minimum size of a PHA's Section 8 FSS program.

First Occupancy

A building that has never before been used for any purpose.

FMR

Fair Market Rent - (Defined in 24 CFR 982.4)

Foster Adult

A foster adult is defined as a member of the household who is 18 years or older and meets the definition of a foster adult under state law.

Foster Child

A foster child is defined as a member of the household who meets the definition of a foster child under state law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.

Full-Time Student

A person eighteen (18) years or older who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

Good Faith

Means honesty in fact, in the conduct of the transaction concerned, as evidenced by all surrounding circumstances.

Gross Rent

The total monthly housing assistance an eligible family receives or the sum of the Contract Rent plus the Utility Allowance. In the case of rental of only a manufactured home space, Gross Rent also includes the Family's monthly payment to amortize the purchase price of the manufactured home.

Ground Floor

A floor of a building with a building entrance on an accessible route. A building may have more than one ground floor.

Guest

A person temporarily staying in a unit with the consent of the tenant or another member of the household.

Handicap/Disability

With respect to a person, a physical or mental impairment which substantially limits one or more of such person's major life activities; a record of having such an impairment, or being regarded as having such an impairment.

This term does not include current, illegal use of or addiction to a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

For the purpose of 24 CFR Part 100, Discriminatory Conduct under the Fair Housing Act, an individual shall not be considered to have a disability solely because that individual is a transvestite (a person, especially a male, who dresses in the clothing of the opposite sex for psychological reasons).

Handicapped/Disabled Assistance Expenses

Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a Disabled Family member, and that are necessary to enable a Family member (including the

Disabled member) to be employed, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.

Handicapped/Disabled Person (included under "Disabled")

A person having a physical or mental impairment that:

1. Is expected to be of long-continued and indefinite duration;
2. Substantially impedes the person's ability to live independently; and
3. Is of such a nature that such ability could be improved by more suitable housing conditions.

Has a Record of Such an Impairment

As used in the definition of Disability, means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

Head of Household

The adult member of the family, 18 years old or older, and who is the head of the household for purposes of determining income eligibility and rent.

Home-visit (telephone interview)

When applicants/participants are unable to physically come into the PHA's office due age or medical condition, a home-visit (telephone interview) can be done to gather the needed to either complete an application for housing or for annual re-certification. Verifications needing signatures can be either mailed to the individual or other arrangements can be made at PHA's discretion.

Housing Authority (PHA)

Any state, county, municipality, other governmental entity, or public body (Authority or instrumentality thereof) that is authorized to engage in or to assist in the development or operation of low-income housing. For the purposes of 24 CFR, Part 942, Resident Participation and Management in Public Housing, the term Public Housing Authority does not include Indian Housing Authorities. As used in 24 CFR, Part 965, Subpart E, Resident's Allowance for Utilities, PHA includes an Indian Housing Authority.

Housing Assistance Payment

The monthly assistance payment by a PHA, the total assistance payment consists of:

1. A payment made directly to the owner/landlord for rent during the family's lease term in accordance with HUD regulations and other requirements.
2. An additional payment to the family if the total assistance payment exceeds the rent to owner/landlord; the excess amount is called a utility reimbursement.

Housing Assistance Payments Contract

A written contract between the PHA and an owner/landlord in the form prescribed by HUD headquarters, for the purpose of providing housing assistance payments to the owner/landlord on behalf of an Eligible Family.

Housing Quality Standards

The HUD minimum quality standards for housing assisted under the resident-based programs.

Housing Choice Voucher Program

The statutory merger of the Section 8 tenant-based certificate and voucher programs into the new Housing Choice Voucher Program and makes other amendments to other provisions of the interim rule published on May 14, 1999.

Housing Voucher Contract

The HAP contract is an agreement between the PHA and the owner/landlord of a unit occupied by an assisted family. This form of housing assistance payments contract is used to provide Section 8 tenant-based assistance under the housing choice voucher program required by HUD. This contract must be executed by the PHA and owner/landlord before the

PHA can make housing assistance payments to the owner/landlord on behalf of the assisted family.

Housing Voucher Holder

A family that has an unexpired housing voucher.

HUD Local Office

Any HUD Office that has been delegated authority under the U.S. Housing Act of 1937 to perform functions pertaining to the area in which the PHA is located.

Income Limits

HUD establishes Very Low-Income and Low-Income limits that are used to determine if assisted housing program applicants qualify for admission to HUD-assisted programs. These income limits are based on HUD estimates for area median family income (using Metropolitan Statistical Areas or Primary Metropolitan Statistical Areas as defined by the Office of Management and Budget (OMB), and the Bureau of the Census definition of family) with specific statutorily permissible adjustments. If the income limits based on this approach would be less than if based on the relevant State non-metropolitan median family income level, income limits are based on the State non-metropolitan family income level.

Independent Group Residence

1. A dwelling unit for the exclusive residential use of two to twelve elderly or disabled individuals (excluding live-in Resident Assistant(s) if any), who are not capable of living independently, and who require a planned program of continual supportive services.
2. Individuals residing in an Independent Group Residence and receiving Section 8 assistance shall not require continual medical or nursing care, and shall be ambulatory or not require continual medical or nursing care, and shall be ambulatory or not confined to a bed continuously, and must be capable of taking appropriate actions for their own safety under emergency conditions.

Independent Contractor 24 CFR § 5.603(b)

An independent contractor is an individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code federal income tax requirements and whose earnings are consequently subject to the self-employment tax.

Individual Lease Shared Housing

The type of Shared Housing in which the PHA enters into a separate HAP Contract for each assisted Family residing in a Shared Housing unit.

Individual Training Services Plan

Means a written plan that is prepared for the head of the FSS family, and each adult member of the FSS family who elects to participate in the FSS program, by the PHA in consultation with the family member, and which sets forth:

1. The supportive services to be provided to the family member;
2. The activities to be completed by that family member; and
3. The agreed upon completion dates for the services and activities. Each individual training and services plan must be signed by the PHA and the participating family member, and is attached to, and incorporated as part of the contract of participation. An individual training and services plan must be prepared for the head of the FSS family.

Individual(s) With Disability

A person having a physical or mental impairment that (a) is expected to be of long-continued and indefinite duration, (b) substantially impedes the person's ability to live independently, and (c) is of such a nature that such ability could be improved by more suitable housing conditions.

Ineligible Non-Citizen

HUD regulations require that rent be prorated for households with ineligible non-citizens unless the household meets certain criteria that allow continuation of full assistance. No household with ineligible non-citizens are entitle to full rental assistance. (A household whose sole member is a non-citizen and does not have eligible immigrant status does not qualify for rental assistance.)

Initial Contract Rent

The contract rent at the beginning of the initial lease term.

Initial PHA

In portability, the term refers to both:

1. A PHA that originally selected a family that subsequently decides to move out of the jurisdiction of the selecting PHA.
2. A PHA that absorbed a family that subsequently decides to move out of the jurisdiction of the absorbing PHA.

Initial Lease Term

The initial term of the assisted lease is at least one year. At the PHA's discretion, lease term may be shorter than 1 year.

INS

The U.S. Immigration and Naturalization Service now renamed U.S. Citizenship and Immigration Services (CIS).

Interior

The space, parts, components or elements of an individual's dwelling unit.

Interim Reexaminations

Some Housing Authorities also call this, "special" reexaminations. The family must comply with regulations requiring them to report changes in income and family composition. The PHA requires the reporting of the changes within 10 days of the effective change (or other date as established by the PHA). The Housing Authority must determine if there is to be an adjustment to the Total Tenant Payment, Tenant Rent, and/or Housing Assistance Payment.

Is Regarded as Having an Impairment

As used in the definition of Disability, means:

1. Has a physical or mental impairment that does not substantially limit one or more major life activities, but that is treated by another person as constituting such a limitation;
2. Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or
3. Has none of the impairments defined under the definition of "physical or mental impairment," below, but is treated by another person as having such an impairment.

Jurisdiction

The area in which the PHA has authority, under State and local law to administer the Section 8 program.

Lead-Based Paint

A paint surface, whether or not defective, identified as having a lead content greater than or equal to one microgram of lead per square centimeter (one centimeter is slightly more than three-eighths of an inch).

Lease

1. A written agreement between an owner/landlord and a resident for the leasing of a dwelling unit to the resident. The lease established the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner/ landlord and the Housing Authority.
2. In cooperative housing, a written agreement between a cooperative and a member of the cooperative. The agreement

established the conditions for occupancy of the member's cooperative dwelling unit by the member's family with housing assistance payments to the cooperative under a HAP contract between the cooperative and the Housing Authority.

Lease Addendum

Is the lease between the resident and the owner/landlord, the lease language required by HUD.

Live-In Aide

A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

1. Is determined by the PHA to be essential to the care and well-being of the person or persons;
2. Is not obligated for support of the person or persons; and
3. Would not be living in the unit except to provide necessary supportive services.

Local Preference

1. A preference used by the Housing Authority to select among applicant families.
2. BCHA cannot deny or otherwise penalize a family solely because the family resides in public housing.

Low-Income Family

A family whose Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low-income family.

Major Life Activities

As used in the definition of Disability, means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

Manufactured Home

A structure, with or without a permanent foundation, which is built on a permanent chassis, is designed for use as a principle place of residence, and meets the HUD Housing Quality Standards set forth in 24 CFR, Part 8, Sections 882.109 and 887.473.

Manufactured Home Space

The space on which the Manufactured Home is located, leased by an owner/landlord, and occupied by the assisted family. The space shall include all maintenance and management services necessary for decent, safe and sanitary housing, such as maintenance of utility lines, garbage and trash collection, and maintenance of roads, walkways and other common areas and facilities.

Marriage

Marriage certified by a formal marriage license, or an informal marriage, as may be specified in State or local laws or regulations.

Medical Expenses

Those medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. (Medical expenses are allowable only for Elderly or Disabled Families.)

Minor

A member of the family, other than the head or spouse, who is under 18 years of age, unless otherwise determined by State Law.

Mixed Family

A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

Monthly Adjusted Income

One-twelfth of Adjusted Income.

Monthly Income

One-twelfth of Annual Income.

National

A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession, including Puerto Rico, the U.S. Virgin Islands, Guam, Canal Zone, etc.

Net Family Assets

Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home-ownership programs.

1. The value of necessary items of personal property, such as furniture and automobiles, shall be excluded.
2. In cases where a trust fund has been established and the trust is not revocable by, or under the control of any member of the Family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.
3. In determining Net Family Assets, the Housing Authority shall include the value of any assets disposed of by an applicant or resident for less than fair market value, including a disposition in trust, but not in a foreclosure or bankruptcy sale, during the two (2) years preceding the date of application for the program, or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident received important consideration not measurable in dollar terms.

Non-citizen

A person who is neither a citizen nor a national of the United States.

Normal Wear and Tear

Means deterioration which occurs, based upon the use for which the rental unit is intended, without negligence, carelessness, accident, abuse or intentional damage of the premises, equipment or chattels of the owner/landlord by the resident, members of the resident's household, or by his/her invitees or guests. However, uncleanliness does not constitute normal wear and tear.

Owner/Landlord

Any person or entity, including a cooperative, having the legal right to lease or sublease a unit to a participant.

Participant

A family that has been admitted to the PHA program, and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (first day of initial lease term).

Payment Standard

In the Housing Choice Voucher Program, an amount used by the PHA to calculate the housing assistance payment for a family. Each payment standard amount is based on the fair market rent.

The PHA adopts a payment standard for each bedroom size and for each fair market rent area in the PHA jurisdiction. The payment standard for a family is maximum monthly subsidy payment.

Person

Includes one or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in cases under Title 11 of the United States Code, receivers, and fiduciaries.

PHA Jurisdiction

The area in which the PHA is not legally barred from entering into Housing Assistance Contracts.

Physical or Mental Impairment

As used in the definition of Disability, includes:

1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; muscle, skeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; Genitourinary; hemic and lymphatic; skin; and endocrine; or
2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

Portability

Renting a dwelling unit with Section 8 resident-based assistance outside the jurisdiction of the initial PHA.

Preference over Single Persons

An applicant and/or spouse who is elderly, disabled, or a displaced family must be given a preference over an applicant that is a single person who is not an elderly, displaced person, or a person with disabilities.

Premises

The building or complex in which the dwelling unit is located, including common areas and grounds.

Preponderance of the Evidence

Evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Public Housing Authority (PHA)

Any State, county, municipality or other governmental entity or public body, Authority or instrumentality thereof that is authorized to engage in or to assist in the development or operation of low-income housing.

Public Use Areas

Interior or exterior rooms or spaces of a building that are made available to the general public may be provided at a building that is privately or publicly owned.

Qualified Individual with Disabilities

1. With respect to employment, an individual with disabilities who, with reasonable accommodation, can perform the essential functions of the job in question; and
2. With respect to any non-employment program or activity which requires a person to perform services or to achieve a level of accomplishment, an Individual With Disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the recipient can demonstrate would result in a fundamental alteration in its nature; or
3. With respect to any other non-employment program or activity, an Individual With Disabilities who meets the essential eligibility requirements for participation in, or receipt of benefits from, that program or activity.

Essential eligibility requirements include stated eligibility requirements, such as income, as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria, and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the recipient.

Reasonable Accommodation

Means making alterations or adaptation to provide access to otherwise qualified individuals with disabilities, in the use of the program and facilities, without causing undue hardship or substantially altering the program or activity.

Reasonable Rent

A rent to owner/landlord that is not more than either:

1. Rent charged for comparable units in the private unassisted market; or
2. Rent charged by the owner/landlord for a comparable assisted or unassisted unit in the building or premises.

Residency Preference

24 CFR Sec. 982.207 Eliminates the explicit requirement that PHA's seek HUD approval before establishing a residency preference (although the Section 8 Administrative plan is a supporting document to the annual PHA Plan). PHA's may adopt a residency preference if the preference does not delay or deny admission to the program based on race, color ethnic origin, gender, religion, disability or age. Residency area must not be smaller than a county or municipality.

Receiving PHA

In portability, a PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher, and provides program assistance to the family.

Regular Reexaminations

The PHA must reexamine the income and composition of all families at least once every twelve (12) months. The family is required to submit any certification, release, information or documentation that the Housing Authority or HUD has determined necessary.

The PHA will adjust the Total Tenant Payment and Housing Assistance Payment to reflect the changes in income and family composition.

Related Lease Shared Housing

The type of Shared Housing in which the PHA enters into a single HAP Contract for two assisted Families residing in a Shared Housing unit.

Rent to Owner/Landlord

The monthly rent payable to the owner/landlord under the lease. Rent to owner/landlord includes payment for any services, maintenance and utilities to be provided by the owner/landlord in accordance with the lease.

Rental Voucher

A document issued by a PHA to a family selected for admission to the Housing Choice Voucher Program. The voucher describes the program, and the procedures for PHA approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

Resident

Means a person entitled, under a rental agreement, to occupy a dwelling unit in peaceful possession, to the exclusion of others, and includes the owner/landlord of a mobile home renting premises, other than a lot or parcel in a mobile home park, for use as a site for the location of the mobile home.

Responsible Entity

The person or entity responsible for administering the restrictions on providing assistance to Non-citizens with ineligible immigration status:

1. For the Section 8 Rental Housing Voucher and the Section 8 Moderate Rehabilitation programs, the Housing Authority (PHA) administering the program under an ACC with HUD;
2. For all other Section 8 programs, the owner/landlord.

Seasonal Worker (24 CFR § 5.603(b))

A seasonal worker is defined as an individual who is: 1) hired into a short-term position (e.g., for which the customary employment period for the position is 6 months or fewer); and 2) the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the employer or industry

Section 214

Section 214 of the Housing and Community Development Act of 1980, as amended (42 U.S.C. 1436a), restricts HUD from making financial assistance available for non-citizen unless they meet one of the categories of eligible immigration status specified in Section 214. See also paragraph 1-2, Authority.

Section 214 Covered Programs

Programs to which the restrictions imposed by Section 214 apply are programs that make available financial assistance pursuant to the United States Housing Act of 1937 (42 U.S.C. 1437-1440), Section 235 or Section 236 of the National Housing Act (12 U.S.C. 1715z-1) and Section 101 of the Housing and Urban Development Act of 1065 (12 U.S.C. 1701s).

Section 504

Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, as it applies to programs or activities receiving Federal financial assistance.

Setup Charges

Charges paid by an assisted family for assembling, skirting and anchoring the mobile home unit.

Sex-Offender

HUD determines a sex-offender to be someone who is required to be registered in a "State life-time sexual offender" registry.

Single Family Residence

Means a structure maintained and used as a single dwelling unit. Notwithstanding that a dwelling unit shares one or more walls with another dwelling unit, it is a single-family residence if it has direct access to a street or thoroughfare and does not share heating facilities, hot water equipment, nor any other essential facility or service with any other dwelling unit.

Single Person

A person who lives alone, or intends to live alone, and who does not qualify as an Elderly Family, a Displaced Person, or the Remaining Member of a Resident Family.

Single Room Occupancy Housing

A unit which contains no sanitary facilities or food preparation facilities, or which contains one but not both types of facilities (as those facilities are defined in 24 CFR 882.109(a) and (b) and which is suitable for occupancy by a single eligible individual capable of independent living. The unit is located within a multifamily structure consisting of more than twelve (12) units.

Social Security Number

The number that is assigned to a person by the Social Security Administration of the Department of Health and Human Services, and that identifies the record of the person's earnings that are reported to the Administration.

The Social Security Number has nine digits separated by hyphens, as follows: 000-00-0000. It does not include a number

with a letter as a suffix that is used to identify an auxiliary beneficiary under the Social Security System.

Special Admission

Admission of an applicant that is not on the PHA waiting list or without considering the applicant's waiting list position.

Special Reexaminations

See Interim Reexaminations.

Spouse

Meaning - the husband or wife of the head of the household.

Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common law marriage. It does not cover boyfriends, girlfriends, significant others, or a "co-head" is a term recognized by some HUD programs, but not the Public and Indian Housing programs. This definition applies to Restrictions on Assistance to Non-citizens.

State

Any of the several States of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the territories and possessions of the United States, the Trust Territory of the Pacific Islands, and Indian tribes.

Statement of Family Responsibility

An agreement prescribed by HUD, between the PHA and a Family to be assisted under the Program, stating the obligations and responsibilities of the two parties.

Subsidy Standards

Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions (see definition of "family unit size").

Suspension

Stopping the clock on the term of a family's voucher from the time when the family submits a request for PHA approval to lease a unit, until the time when the PHA approves or denies the request.

Temporary Deferral

Temporary deferral of termination of assistance is granted, the deferral period shall be for an initial period not to exceed six (6) months. The initial period may be renewed for additional periods of six

Six (6) months, but the aggregate deferral period for deferrals provided after November 29, 1996 shall not exceed a period of eighteen (18) months. The aggregate deferral period for deferrals granted prior to November 29, 1996 shall not exceed three (3) years. These time periods do not apply to a family that includes a refugee under section 207 of the Immigration and Nationality Act or an individual seeking asylum under section 208 of that Act.

Tenant

The person or persons (other than a live-in aide) who executed the lease as lessee of the dwelling unit.

Tenant-Based Rental Assistance

Rental assistance that is not attached to the structure.

Tenant Rent

In the Housing Choice Voucher Program, the portion of the rent to the owner paid by the family. It is calculated by subtracting the amount of the housing assistance payment to the owner from the rent to owner.

Term

Means the period of occupancy specified in the rental agreement.

Total Tenant Payment

Total Tenant Payment for families whose initial lease is effective on or after August 1, 1982, is the amount calculated under section 3(a)(1) of the 1937 Act (42 U.S.C. 1437a(a)(1)). Total Tenant Payment shall be the highest of the following rounded to the nearest dollar:

1. Thirty percent (30%) of Monthly Adjusted Income;
2. Ten percent (10%) of Monthly Income; or
3. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under paragraph c of section 3(a)(1) of the 1937 Act (42 U.S.C. 1437a(a)(1)(C)) shall be the amount resulting from one application of the percentage.
4. A minimum amount of tenant rent as defined by the Housing Authority up to $50.00.

U.S. Citizenship and Immigration Services (CIS)

Formerly the U.S. Immigration and Naturalization Service (INS).

Unearned Income (24 CFR § 5.100)

Unearned income means any annual income, as calculated under 24 CFR § 5.609, that is not earned income.

Unreimbursed Health and Medical Care Expenses and Reasonable Attendant Care and Auxiliary Apparatus Expenses Deduction

Health and medical care expenses, as defined in 24 CFR § 5.603, include costs incurred for the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed. Medical insurance premiums continue to be eligible health and medical care expenses

Utility Allowance

If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the Contract Rent, but is the responsibility of the Family occupying the unit, an amount equal to the estimate made or approved by the PHA or HUD under applicable sections of HUD regulations of the monthly costs of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances, consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility Reimbursement Payment

In the Housing Choice Voucher Program, the portion of the housing assistance payment that exceeds the amount of rent to the owner. This may also be referred to as a Utility Allowance Reimbursement Payment.

Very Low-Income Family

1. A low-income family whose annual income does not exceed fifty percent (50%) of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.
2. HUD may establish income limits higher or lower than 50 percent of the median income for the area, on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

Veteran

1. Means any person honorably discharged from the Armed Forces of the United States, who served in, but not limited to, World War I, between April 6, 1917, and November 11, 1918, both dates inclusive; or in World War II, on or after December 7, 1941, until final cessation of all hostilities; or in the Korean Conflict; Lebanon Crisis; Berlin Crisis; the Congo; the Dominican Republic, and Vietnam.

2. "Veteran" does not include a person enlisted and accepted for active training only for a period of six (6) months or less.

Violent Criminal Activity

Any illegal criminal activity that has as one of its elements, the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher (rental voucher)

A document issued by a PHA to a family selected for admission to the Housing Choice Voucher Program. The voucher describes the program, and the procedures for PHA approval of a unit selected by the family. The voucher also states the obligations of the family under the Housing Choice Voucher Program.

Waiting List Admission

An admission to the program from the PHA waiting list.

Welfare Assistance

Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments.

Welfare-to-Work

Families assisted by a PHA with Voucher funding awarded to the PHA under the HUD Welfare-to-Work Voucher Program.



BRAZORIA COUNTY HOUSING AUTHORITY
Administrative Plan Summary of Changes (2026)

Description: Several changes are proposed to the Brazoria County Housing Authority (BCHA) Administrative Plan. These plan updates are based on HUD rule changes, current operations, and BCHA staff and leadership recommendations.

Provided below is a summary of the changes. Please note that this summary does not include every minor change made to the Administrative Plan but is a summary of the substantial changes that are reflective of the rule changes made through the Housing Opportunities Through Modernization Act (HOTMA) that are effective immediately, and other updates necessary to reflect actual policies implemented by BCHA.

Summary of Changes—

- **Section I. G. Programs Administered by BCHA**—this section updated to add the Foster Youth to Independence (FYI) Voucher program to the list of programs administered by BCHA.
- **Section III. C. Preferences-Preference for Active EHV Participants**—this section is updated to add a Preference for Active Emergency Housing Voucher (EHV) participants and allows them to be prioritized to receive the next Housing Choice Vouchers (HCV) issued in calendar year 2026. This preference is necessary to maintain stable housing for EHV families and participants based on HUD's guidance that all EHV funding will end in December 2026.
- **Section III. C. Preferences- Verifying Homeless Preference**—this section is updated to provide the documentation and verification requirements when a person is selected under the Homeless Preference category. If an applicant that is selected under Homeless Preference cannot meet the verification requirements to document eligibility, the applicant will be denied admission.
- **Section V. C. Trust Distribution and Annual Income-** this section updated to include information related to calculation of trust distributions into annual income for eligibility and annual recertification. This updated based on changes effective with HOTMA implementation.
- **Section V. E. Federally Mandated Income Exclusions (24 CFR 5.609(b)(22))** – Changes made to this section are based on PIH Notice 2023-27, and HUD guidance that enforcement of the new and/or clarified Income Exclusions will be enforced beginning July 1, 2025.

- **Section V. I. De Minimus Errors in Income Determinations**—This section added to adopt BCHA policy related to repayments to families when de minimus or other errors occur. When errors result in $30 or more in repayment to the family, BCHA shall issue a reimbursement payment to the participant family. For errors less than $30, BCHA shall issue a credit to be paid in the next HAP payment cycle which will reduce the participant amount owed.
- **Section VII. National Standards for the Physical Inspection of Real Estate (NSPIRE) – formerly Housing Quality Standards (HQS)**- This section updated to reflect the new effective date of NSPIRE standards to be October 1, 2026.
- **Section VII. National Standards for the Physical Inspection of Real Estate (NSPIRE) – formerly Housing Quality Standards (HQS) A. 1. Local Housing Codes**- This section updated to add clarification that window screens must be undamaged and screen material must not have perforations to pass inspection.
- **Section XII. D. Requirements to Add to Family Composition-** Updates to this section clarify required documentation and alternative documentation that may be accepted when adding minors to the household specifically for cases when a minor is added to a household with relatives other than their mother or father, or when added to households of non-relatives. BCHA recognizes the complicated nature of such relationships involving the placement of minors with non-parent households including grandparents and extended family members. Additionally, to ensure no disruption in care BCHA is adopting flexible options to allow participants to add non-related minors that they may be caring for through non-traditional circumstances.
- **Section XXIV. Monitoring HAP Funds and Policy regarding termination of families in case of Shortfall—**This section is expanded to include local discretionary policy if shortfall in funding occurs and the Housing Authority must terminate assistance to families as a last resort to maintain compliance and resolve the shortfall. BCHA adopts the "Last In, First Out" policy if shortfall compliance requires termination of subsidies to remain within budget authority. Such policy excludes elderly and disabled participants. As a second tier, BCHA adopts families with subsidies less than $50 for termination in case of shortfall.
- **Section XXVIII. Foster Youth to Independence (FYI) Voucher Addendum**- this section added for new voucher program administered by the Housing Authority. Among other requirements, this section adopts Sharing Housing as an option for FYI Voucher participants.

Glossary:

Added:

- **FYI-** Foster Youth to Independence

Definitions Added/Changed:

- Day Laborer
- Earned Income (24 CFR § 5.100)
- Family
- Foster Adult
- Foster Child
- Independent Contractor (24 CFR § 5.603(b))
- Seasonal Worker
- Unearned Income
- Unreimbursed Health and Medical Care Expenses and Reasonable Attendant Care and Auxiliary Apparatus Expenses Deduction

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.22. **1/27/2026**

Customer Service Agreement - Nothing Further Certificate with Fidelity National Title

Acceptance of Customer Service Agreement - Nothing Further Certificate for the Brazoria County Homeowner Rehabilitation / Reconstruction Program.

Further, authorize the County Judge to sign agreement between Brazoria County and Fidelity National Title Company upon final review by the District Attorney's Office - Civil Division.

CUSTOMER AGREEMENT – NOTHING FURTHER CERTIFICATE

Applicant hereby requests that Fidelity National Title Insurance Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Alamo Title Company, StarTex Title Company, LLC and/or Charter Title Company ("the Company") furnish Applicant with Reports from time to time based upon the hereinafter defined Title Instruments, which Reports will disclose the Ownership of and Liens and Encumbrances against the land described therein. Applicant acknowledges that the terms "Interest," "Ownership" and "Liens and Encumbrances" are defined terms and shall not have any other meaning herein except as defined in Section 1 of this Agreement. Applicant does not at this time need or desire the benefit or protection afforded by a policy of title insurance nor does the Applicant desire to engage the Company as an abstractor of title. Any Report provided will be solely for the purpose of facilitating Applicant's investigation and for the sole use and benefit of the Applicant and no third party may use or reply upon the Report.

1. The following terms when used in this Customer Agreement and the Report(s) shall mean:
    a. Applicant - The party or parties who have executed this Customer Agreement and who are named in the Report.
    b. Company - The title insurance company providing the Report.
    c. Report - Type of Report requested Nothing Further Certificate.
    d. Interest - The estate in land described in the Report.
    e. Ownership - The vesting of title to the land described in the Report based on the last Title Instrument(s) of record purporting to convey title.
    f. Liens and Encumbrances - Shall be limited to:
        i. Mortgages or Deeds of Trust and corresponding Assignments of Lien, Assignment of Rents, Modifications, Subordination Agreements and Appointment of Substitute Trustee.
        ii. Abstracts of Judgments.
        iii. Notices of and/or Liens for Unpaid Owner's Association Assessments of Fines.
        iv. Notices of Federal Tax Liens.
        v. Restitution Liens.
        vi. Notices of State Tax Liens.
        vii. Pending Bankruptcy Proceedings.
        viii. Recorded Leases or Memoranda of Leases.
        ix. Other Matters:
            1. Deeds.
            2. Declaration of Covenants, Conditions and Restrictions and any amendments.
            3. Easements.
            4. Statement of Location.
            5. Affidavits.
            6. Pending Probate Proceedings.
            7. Pending Divorce Proceedings.
            8. Pending Bankruptcy Proceedings.
            9. Mechanic's Liens.
            10. Mechanic Lien Contracts.
            11. Lis Pendens.
            12. UCC filings.
            13. Child Support Liens.
            14. Maps/Plats.
            15. Owelty Liens.
            16. Municipal Liens or Assessments.
            17. Zoning Ordinance.
            18. Utility agreements.
            19. Notice of Municipal Utility District.
            20. Notice of Public Utility District.

g. Title Instruments:

1. Documents recorded during the agreed upon search period in the Office of the County Clerk of the County in which the land is located and reviewed by the Company to facilitate the Company's issuance of the Report(s) excluding therefrom any documents pertaining to (a) unpatented mining claims, (b) patents, (c) water rights, claims or title to water, (d) the lease, grant, exception or reservation of minerals or mineral rights.

2. Applicant specifically instructs the Company to set forth in the Report(s) only the Ownership of and Liens and Encumbrances against the land disclosed by the Title Instruments. Applicant understands that during the course of preparing a Report, the Company may become aware of other matters pertaining to the land or other interests therein. Even if the Company knows or would have reason to know Applicant may have an interest in these other matters, Applicant imposes no duty or responsibility on the Company to disclose those matters to Applicant either through the Report or otherwise.

3. BY THE EXECUTION AND SUBMISSION OF THIS CUSTOMER AGREEMENT TO THE COMPANY, APPLICANT ACKNOWLEDGES AND AGREES:

a. That the Company's sole obligation under the Report, and this Customer Agreement , shall be to set forth the Ownership of and Liens and Encumbrances against the land as disclosed by the Title Instruments and in doing so, the Company is not acting as an abstractor of title.

b. That the Company shall not be obligated under the Report to pay costs, attorneys' fees, or expenses incurred in any action, proceeding, or other claim brought against Applicant.

c. That the Report is not an abstract of title, title opinion, preliminary report or commitment to issue title insurance.

d. That the Company's liability under the Report for an error or omission is, as stated below, limited and that if Applicant desires that the Company assume additional liability, a policy of title insurance, binder, commitment, or guarantee should be requested.

e. That the Report is not valid and the Company shall have no liability thereunder unless the Limitations of Liability, as stated below, are attached thereto.

LIMITATIONS OF LIABILITY

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE, AS DEFINED ABOVE, AMONG THE TITLE INSTRUMENTS ARE OUTSIDE THE SCOPE OF THE REPORT.

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED**, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS, AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.**

APPLICANT AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE APPLICANT IS PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE APPLICANT WITHOUT SAID TERM. APPLICANT RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT, BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO APPLICANT, DOES NOT INTEND FOR APPLICANT TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF APPLICANT DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND APPLICANT DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, APPLICANT MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

APPLICANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

Accordingly, by submitting and signing this Customer Agreement, Applicant expressly agrees and acknowledges that the Report will be issued with this limitation as a part of the consideration that Applicant gives the Company to prepare and issue the Report.

Further, by submitting and signing this Customer Agreement, Applicant certifies that Applicant has read and understood all of the terms, limitations and conditions of this Customer Agreement.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

EXECUTED THIS day of , _____.

This Customer Agreement must be signed by the Applicant or an agent representing the Applicant.

APPLICANT: _____ MAILING ADDRESS:

Print or Type Name: _____

_____ _____

_____

Telephone Number: Email Address:

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.23. **1/27/2026**

Monthly Section 8 Reports

Approve the Brazoria County Housing Choice Voucher (Section 8) Program Monthly Reports and number of active Tenants on the program from November 1, 2025 to December 31, 2025.

These reports reflect the various aspects of the program including, but not limited to, number of tenants on the Voucher programs and the cities they live in, number of families leaving the program, funding levels, and the number of inspections completed

CY 2025 Termination Report

Month	Bedroom Size 0	1	2	3	4	5	TOTAL BY MONTH
January		1	2		1		4
February		5		1			6
March		2	1				3
April		2		2			4
May		3	1	1	1		6
June		2	1	2			5
July			3	2			5
August		1	1	1			3
September		2	3	1			6
October		3	3	1			7
November		4	8				12
December							
	0	25	23	11	2	0	61

FY 2026 Termination Report

Month	Bedroom Size 0	1	2	3	4	5	TOTAL BY MONTH
January							0
February							0
March							0
April							0
May							0
June							0
July							0
August							0
September							0
October							0
November							0
December							0
	0	0	0	0	0	0	0

Inspections (New units, Annual, etc.)

Month	Scheduled	Failed	Passed	No show	Inconclusive	Move Out/Damage	Reinspection	
January	20	1	10	9			45	20
February	14	2	11	1			37	14
March	6	0	6	0			39	6
April	0	0	0	0			28	0
May	8	4	3	1			43	8
June	9	7	2	0			38	9
July	12	0	2	0			26	2
August	6	0	5	1			21	6
September	5		5	0			0	5
October	205	99	92	0			90	191
November	90	29	58	3			30	90
December							60	0

Quality Control Inspections

Month	Scheduled	Failed	Passed	No show	Inconclusive	Move Out/Damage	Reinspection
January							
February							
March							
April							
May							
June							
July							
August							
September							
October							
November							
December							

**Please Note: Quality control inspections are a requirement by HUD to review the performance of the inspector that conducts the regular annual, new unit, and any special requested inspections

S:\dept_share\Section 8 info\Financial Reports\Sec 8 Comm Court Reports\FY 26 Comm Court Reports

Lease Rate

CY 2025

Month	Total Units Approved	Total Units Leased	% Leased
January	612	553	90.4%
February	612	557	91.0%
March	612	563	92.0%
April	612	554	90.5%
May	612	543	88.7%
June	612	538	87.9%
July	612	538	87.9%
August	612	554	90.5%
September	612	582	95.1%
October	612	574	93.8%
November	612	578	94.4%
December	612		0.0%
	7344	6134	83.5%

FY 2026

Month	Total Units Approved	Total Units Leased	% Leased
January			#DIV/0!
February			#DIV/0!
March			#DIV/0!
April			#DIV/0!
May			#DIV/0!
June			#DIV/0!
July			#DIV/0!
August			#DIV/0!
September			#DIV/0!
October			#DIV/0!
November			#DIV/0!
December			#DIV/0!
	0	0	#DIV/0!

Total Units Leased will constantly change due to release of accounts o
from prior months.

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Program Utilization - Calendar Year 2025

MONTH	REVENUE	MISC	HAP INTEREST	REPAYMENTS	HAP PAYMENTS	UA PAYMENTS	BALANCE	UTILIZATION PERCENTAGE	PORT-IN HAP REVENUE	PORT ADMIN REVENUE	PORT-IN HAP PYMTS	ADMIN REVENUE	ADMIN EXPENSES
January-25	(409,740.00)			(983.00)	384,406.00	2,452.00	(23,865.00)	94.2%	(24,427.00)	(1,884.47)	19,801.00	(48,861.00)	49,523.41
February-25	(409,740.00)			(2,874.00)	394,465.00	1,742.00	(16,407.00)	96.0%	(23,835.00)	(1,770.66)	19,802.00	(53,117.00)	65,292.78
March-25	(411,195.00)			(818.00)	402,868.00	2,051.00	(7,094.00)	98.3%	(22,827.00)	(1,758.21)	20,158.00	(48,861.00)	76,310.00
April-25	(411,195.00)			(818.00)	390,853.00	1,901.00	(19,259.00)	95.3%	(18,563.96)	(1,477.99)	22,827.00	(48,861.00)	50,152.11
May-25	(308,143.00)			(408.00)	387,696.00	1,434.53	80,579.53	126.1%	(22,314.00)	(1,898.34)	22,913.97	(48,324.00)	35,629.02
June-25	(409,781.00)			(659.00)	389,294.00	2,562.00	(18,584.00)	95.5%	(19,372.96)	(1,544.91)	21,589.98	(53,334.00)	29,680.00
July-25	(408,088.00)			(1,126.00)	385,469.00	2,616.00	(21,129.00)	94.8%	(19,221.29)	(1,662.36)	20,515.00	(53,334.00)	55,405.00
August-25	(411,926.00)			(3,776.00)	385,594.00	2,407.00	(27,701.00)	93.3%	(20,588.45)	(1,777.78)	20,024.00	(53,334.00)	57,599.00
September-25	(418,335.00)			(4,419.00)	405,863.00	2,668.00	(14,223.00)	96.6%	(24,721.05)	(2,341.88)	22,547.00	(58,490.00)	(171,364.00)
October-25	(482,485.00)			(4,419.00)	431,012.00	2,889.00	(53,003.00)	89.1%	(23,262.79)	(20,206.32)	23,066.00	(55,202.52)	2,883.13
November-25	(401,889.00)			(1,041.50)	404,300.00	1,854.00	3,223.50	100.8%	(15,802.00)	1,116.36	15,968.00	(52,315.00)	32,062.92
December-25													
								#DIV/0!					
TOTALS	**(4,482,517.00)**	**-**	**-**	**(21,341.50)**	**4,361,820.00**	**24,576.53**	**(117,461.97)**	**97.4%**	**(234,935.50)**	**(35,206.56)**	**229,211.95**	**(574,033.52)**	**283,173.37**
	(4,503,858.50)	-	-	-	4,386,396.53				(844,175.58)				512,385.32

Program Utilization - Fiscal Year 2026

MONTH	REVENUE	MISC	HAP INTEREST	REPAYMENTS	HAP PAYMENTS	UA PAYMENTS	BALANCE	UTILIZATION PERCENTAGE	PORT-IN RECEIPTS	PORT ADMIN REVENUE	PORT-IN HAP PYMTS	ADMIN REVENUE	ADMIN EXPENSES
January-26								#DIV/0!					
February-26								#DIV/0!					
March-26								#DIV/0!					
April-26								#DIV/0!					
May-26								#DIV/0!					
June-26								#DIV/0!					
July-26								#DIV/0!					
August-26								#DIV/0!					
September-26								#DIV/0!					
October-26								#DIV/0!					
November-26								#DIV/0!					
December-26								#DIV/0!					
TOTALS	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**#DIV/0!**	**-**	**-**	**-**	**-**	**-**
	-				-				-				-

Outgoing Ports

CY 2025

Month	# of Families Going out	# Billed	# Absorbed or Moved Back
January	2	1	1
February	0	1	0
March	0	1	0
April	2	2	0
May	0	4	0
June	0	4	0
July	0	4	0
August	0	4	0
September	0	4	0
October	0	4	0
November	0	5	0
December	0		0

FY 2026

Month	# of Families Going out	# Billed	# Absorbed or Moved Back
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			

Incoming Ports

CY 2025

Month	# of Families Coming in	# Billed	# Absorbed @ EOM	# Terminated/ Port out
January	2	26	0	0
February	1	27	0	0
March	1	28	0	0
April	0	28	0	0
May	0	27	0	0
June	0	27	0	0
July	0	27	0	1
August	2	25	0	0
September	1	27	0	1
October	0	27	0	3
November	4	23	0	1
December				

FY 2026

	# of Families Coming in	# Billed	# Absorbed @ EOM	# Terminated/ Port out
January				
February				
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				

Hard to House Families

CY 2025

January	2
February	3
March	5
April	3
May	3
June	4
July	3
August	8
September	21
October	11
November	5
December	

FY 2026

January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

Hard to house is a family with 3 or more minors or a disabled person residing in the household.

CY 2025 Termination Report

Month	Bedroom Size 0	1	2	3	4	5	TOTAL BY MONTH
January		1	2		1		4
February		5		1			6
March		2	1				3
April		2		2			4
May		3	1	1	1		6
June		2	1	2			5
July			3	2			5
August		1	1	1			3
September		2	3	1			6
October		3	3	1			7
November		4	8				12
December		1	1				2
	0	26	24	11	2	0	63

FY 2026 Termination Report

Month	Bedroom Size 0	1	2	3	4	5	TOTAL BY MONTH
January							0
February							0
March							0
April							0
May							0
June							0
July							0
August							0
September							0
October							0
November							0
December							0
	0	0	0	0	0	0	0

Inspections (New units, Annual, etc.)

Month	Scheduled	Failed	Passed	No show	Inconclusive	Move Out/Damage	Reinspection	
January	20	1	10	9			45	20
February	14	2	11	1			37	14
March	6	0	6	0			39	6
April	0	0	0	0			28	0
May	8	4	3	1			43	8
June	9	7	2	0			38	9
July	12	0	2	0			26	2
August	6	0	5	1			21	6
September	5		5	0			0	5
October	205	99	92	0			90	191
November	90	29	58	3			30	90
December	127	61	58	8			60	127

Quality Control Inspections

Month	Scheduled	Failed	Passed	No show	Inconclusive	Move Out/Damage	Reinspection
January							
February							
March							
April							
May							
June							
July							
August							
September							
October							
November							
December							

**Please Note: Quality control inspections are a requirement by HUD to review the performance of the inspector that conducts the regular annual, new unit, and any special requested inspections

S:\dept_share\Section 8 info\Financial Reports\Sec 8 Comm Court Reports\FY 26 Comm Court Reports

Lease Rate

CY 2025

Month	Total Units Approved	Total Units Leased	% Leased
January	612	553	90.4%
February	612	557	91.0%
March	612	563	92.0%
April	612	554	90.5%
May	612	543	88.7%
June	612	538	87.9%
July	612	538	87.9%
August	612	554	90.5%
September	612	582	95.1%
October	612	574	93.8%
November	612	578	94.4%
December	612	607	99.2%
	7344	6741	91.8%

FY 2026

Month	Total Units Approved	Total Units Leased	% Leased
January			#DIV/0!
February			#DIV/0!
March			#DIV/0!
April			#DIV/0!
May			#DIV/0!
June			#DIV/0!
July			#DIV/0!
August			#DIV/0!
September			#DIV/0!
October			#DIV/0!
November			#DIV/0!
December			#DIV/0!
	0	0	#DIV/0!

Total Units Leased will constantly change due to release of accounts o
from prior months.

S:\dept_share\Section 8 info\Financial Reports\Sec 8 Comm Court Reports\FY 26 Comm Court Reports

Program Utilization - Calendar Year 2025

MONTH	REVENUE	MISC	HAP INTEREST	REPAYMENTS	HAP PAYMENTS	UA PAYMENTS	BALANCE	UTILIZATION PERCENTAGE	PORT-IN HAP REVENUE	PORT ADMIN REVENUE	PORT-IN HAP PYMTS	ADMIN REVENUE	ADMIN EXPENSES
January-25	(409,740.00)			(983.00)	384,406.00	2,452.00	(23,865.00)	94.2%	(24,427.00)	(1,884.47)	19,801.00	(48,861.00)	49,523.41
February-25	(409,740.00)			(2,874.00)	394,465.00	1,742.00	(16,407.00)	96.0%	(23,835.00)	(1,770.66)	19,802.00	(53,117.00)	65,292.78
March-25	(411,195.00)			(818.00)	402,868.00	2,051.00	(7,094.00)	98.3%	(22,827.00)	(1,758.21)	20,158.00	(48,861.00)	76,310.00
April-25	(411,195.00)			(818.00)	390,853.00	1,901.00	(19,259.00)	95.3%	(18,563.96)	(1,477.99)	22,827.00	(48,861.00)	50,152.11
May-25	(308,143.00)			(408.00)	387,696.00	1,434.53	80,579.53	126.1%	(22,314.00)	(1,898.34)	22,913.97	(48,324.00)	35,629.02
June-25	(409,781.00)			(659.00)	389,294.00	2,562.00	(18,584.00)	95.5%	(19,372.96)	(1,544.91)	21,589.98	(53,334.00)	29,680.00
July-25	(408,088.00)			(1,126.00)	385,469.00	2,616.00	(21,129.00)	94.8%	(19,221.29)	(1,662.36)	20,515.00	(53,334.00)	55,405.00
August-25	(411,926.00)			(3,776.00)	385,594.00	2,407.00	(27,701.00)	93.3%	(20,588.45)	(1,777.78)	20,024.00	(53,334.00)	57,599.00
September-25	(418,335.00)			(4,419.00)	405,863.00	2,668.00	(14,223.00)	96.6%	(24,721.05)	(2,341.88)	22,547.00	(58,490.00)	(171,364.00)
October-25	(482,485.00)			(4,419.00)	431,012.00	2,889.00	(53,003.00)	89.1%	(23,262.79)	(20,206.32)	23,066.00	(55,202.52)	2,883.13
November-25	(401,889.00)			(1,041.50)	404,300.00	1,854.00	3,223.50	100.8%	(15,802.00)	1,116.36	15,968.00	(52,315.00)	32,062.92
December-25	(416,701.00)			(4,465.50)	429,245.00	3,603.00	11,681.50	102.8%	(19,515.00)	(1,466.95)	23,258.00	(48,689.00)	53,886.80
								#DIV/0!					
TOTALS	**(4,899,218.00)**	**-**	**-**	**(25,807.00)**	**4,791,065.00**	**28,179.53**	**(105,780.47)**	**97.9%**	**(254,450.50)**	**(36,673.51)**	**252,469.95**	**(622,722.52)**	**337,060.17**
	(4,925,025.00)	-	-	-	4,819,244.53				(913,846.53)				589,530.12

Program Utilization - Fiscal Year 2026

MONTH	REVENUE	MISC	HAP INTEREST	REPAYMENTS	HAP PAYMENTS	UA PAYMENTS	BALANCE	UTILIZATION PERCENTAGE	PORT-IN RECEIPTS	PORT ADMIN REVENUE	PORT-IN HAP PYMTS	ADMIN REVENUE	ADMIN EXPENSES
January-26								#DIV/0!					
February-26								#DIV/0!					
March-26								#DIV/0!					
April-26								#DIV/0!					
May-26								#DIV/0!					
June-26								#DIV/0!					
July-26								#DIV/0!					
August-26								#DIV/0!					
September-26								#DIV/0!					
October-26								#DIV/0!					
November-26								#DIV/0!					
December-26								#DIV/0!					
TOTALS	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**#DIV/0!**	**-**	**-**	**-**	**-**	**-**
	-				-				-				-

Outgoing Ports

CY 2025

Month	# of Families Going out	# Billed	# Absorbed or Moved Back
January	2	1	1
February	0	1	0
March	0	1	0
April	2	2	0
May	0	4	0
June	0	4	0
July	0	4	0
August	0	4	0
September	0	4	0
October	0	4	0
November	0	5	0
December	0	5	0

FY 2026

Month	# of Families Going out	# Billed	# Absorbed or Moved Back
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			

Incoming Ports

CY 2025

Month	# of Families Coming in	# Billed	# Absorbed @ EOM	# Terminated/ Port out
January	2	26	0	0
February	1	27	0	0
March	1	28	0	0
April	0	28	0	0
May	0	27	0	0
June	0	27	0	0
July	0	27	0	1
August	2	25	0	0
September	1	27	0	1
October	0	27	0	3
November	4	23	0	1
December	0	17	5	0

FY 2026

	# of Families Coming in	# Billed	# Absorbed @ EOM	# Terminated/ Port out
January				
February				
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				

Hard to House Families

CY 2025

January	2
February	3
March	5
April	3
May	3
June	4
July	3
August	8
September	21
October	11
November	5
December	15

FY 2026

January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

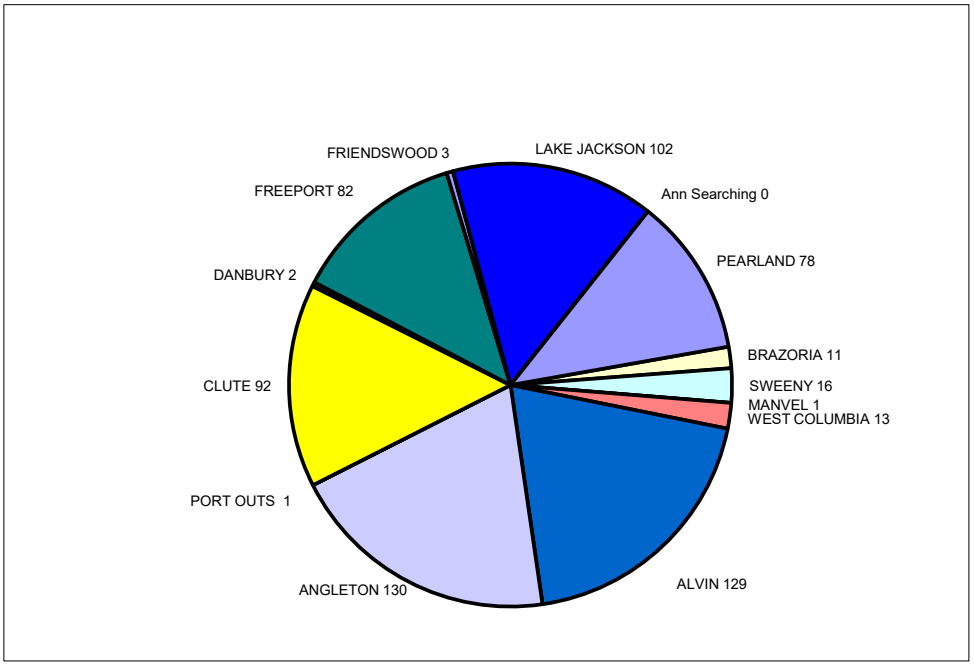
Hard to house is a family with 3 or more minors or a disabled person residing in the household.

Section 8 Tenants

BRAZORIA	11
SWEENY	16
WEST COLUMBIA	13
ALVIN	129
ANGLETON	130
PORT OUTS	1
CLUTE	92
DANBURY	2
FREEPORT	82
FRIENDSWOOD	3
LAKE JACKSON	102
Ann Searching	0
PEARLAND	78
MANVEL	1

ACTIVE SECTION 8 CLIENTS

Dec 2025



The chart above represents the number of Tenants residing in each City for All Voucher Programs as of December 1, 2025

TOTAL NUMBER OF TENANTS SERVED* 662

*Includes all voucher programs (HCV, SV and EHV)

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.24. **1/27/2026**

Brazoria County Emergency Management Plan - Annex S Legal

The Brazoria County Emergency Management Plan is hereby amended to include the updated Annex S Transportation.

It is hereby adopted and effective as of the date of the last signature.

The County Judge is hereby authorized to sign the Annex.

Further, the County Emergency Management is hereby instructed to update the Emergency Management Plan with the Annex S Transportation and distribute the amendment to all parter cities and Texas Department of Emergency Management (TDEM).

Further, that a copy of the same be placed on file with the County Clerk.

ANNEX S
TRANSPORTATION

Revision 4

Brazoria County
and
Joint Resolution Cities

APPROVAL & IMPLEMENTATION

Annex S

Transportation

Revision 4

Steve Rosa
Emergency Management Coordinator
Brazoria County

Date

L. M. “Matt” Sebesta, Jr.
Brazoria County Judge

Date

RECORD OF CHANGES

Annex S

Transportation

Revision 4

Change #	Date of Change	Entered By	Date Entered

ANNEX S

TRANSPORTATION

I. AUTHORITY

See Basic Plan, Section I.

II. PURPOSE

This annex outlines our concept of operations and organizational arrangements for transportation of people, supplies, and materials during emergency situations, assigns responsibilities for various transportation tasks, and outlines related administrative requirements.

III. EXPLANATION OF TERMS

ActionS	ActionsS INC of Brazoria County
EOC	Emergency Operations Center
DDC	Disaster District Chief
ICP	Incident Command Post
MACC	Multi-Agency Coordination Center
MHE	Materials Handling Equipment
MOU	Memorandum of Understanding
GCT	Gulf Coast Transit
SOP	Standard Operating Procedures
WebEOC	A web-based communications system

IV. SITUATION & ASSUMPTIONS

A. Situation

1. In an emergency situation, people may have to be transported from areas at risk and equipment and supplies may have to be transported to support response and recovery activities. We have the ultimate responsibility for arranging for or providing the transportation needed to support emergency operations.

2. During emergency situations, it may be necessary to rapidly evacuate school children, hospital patients, nursing home residents, the elderly, those with disabilities, and prisoners from areas at risk.

3. Accessible transportation may be needed to transport some special needs groups, such as medical patients and prisoners.

4. Our transportation equipment and that of private transportation companies may sustain damage during emergency situations and trained equipment operators may become disaster victims, limiting the means available to transport people and relief equipment and supplies.

5. Transportation infrastructure, such as roads, bridges, and railroads, may sustain damage during emergency situations, making it difficult to use some of the transportation assets that are available.

6. Major emergency situations may disrupt normal transportation systems, leaving many people, such as school children, the elderly, infirm, and those with disabilities, without transportation.

7. Some cargo may require MHE at the on-load point and the delivery point. The availability of such equipment must be considered in transportation planning.

8. Drivers with commercial driver licenses must operate many cargo trucks and buses. In coordinating for use of these resources, it is desirable to arrange not only for the use of vehicles, but also for qualified drivers.

9. Institutional facilities, such as schools, hospitals, nursing homes, day care facilities, and correctional facilities, are responsible for the welfare and safety of their clients, patients, and inmates. Virtually all such facilities are required to have an emergency plan that includes provision for emergency evacuation. The facility operator is responsible for making arrangements for suitable transportation.

B. Assumptions

1. If people must be evacuated or relocated, the primary mode of transportation for most residents will be personal vehicles. However, transportation must be provided for people who do not have vehicles.

2. During emergency situations, we will use our own transportation resources and those available pursuant to inter-local (mutual aid) agreements to the extent that they are available.

3. If commercial transportation providers that we normally deal with are able to support our emergency needs, we will continue to contract with those companies during emergency situations.

4. As school buses are the primary local passenger transportation resource, we assume that local school districts will respond to requests for transportation assistance from local government during emergency situations.

5. If we are unable to obtain transportation services from commercial providers, we may rent or lease transportation equipment to provide the required transportation.

6. Businesses or individuals may be willing to donate transportation services or loan transportation equipment during emergency situations.

7. Rural transit system buses will be diverted from their normal routes and schedules as needed to support emergency operations.

8. Transportation may be requested from the State through the Disaster District Chief (DDC) in Houston when the assets within the jurisdiction are not sufficient.

V. CONCEPT OF OPERATIONS

A. General

1. Transportation Requirement. When carrying out emergency transportation activities, immediate needs must be considered first, followed by continuing requirements. Immediate transportation needs normally involve the evacuation of people, including residents of special facilities, from risk areas. Continuing transportation needs typically involve the movement of relief supplies, equipment, and emergency workers during response and recovery operations.

2. Passenger Transportation. Where possible, emergency passenger transportation requirements will be satisfied with the following resources:

   a. Voluntary use of personal vehicles
   b. City or County-owned vehicles
   c. School buses
   d. Leased or rented buses
   e. Passenger vehicles provided by other jurisdictions pursuant to inter-local agreements
   f. Donated transportation equipment or services
   g. Gulf Coast Transit (GCT)
   h. State-owned or contracted vehicles

3. Cargo Transportation. Where possible, emergency cargo transportation requirements will be satisfied with the following resources:

   a. Brazoria County-owned vehicles
   b. Commercial freight carriers
   c. Leased or contract equipment
   d. Cargo vehicles provided by other jurisdictions pursuant to inter-local agreements
   e. Donated transportation equipment or services
   f. State-owned or contracted vehicles

4. Special Facilities.

   a. Schools & Day Care Centers

      If evacuation of public schools is required, students will normally be transported on school buses. Private schools and day care centers, including adult day care facilities, typically do not have significant transportation resources and may require government transportation assistance during emergencies.

   b. Hospitals, Nursing Homes, & Correctional Facilities

      Transportation of many medical patients and prisoners requires specialized transportation and appropriate medical or security support. The facility operator is responsible for making arrangements for suitable transportation and coordinating use of appropriate host facilities. In the case of short-notice or no-notice emergency situations, facilities may be unable to make the required arrangements for

transportation and local government may need to assist. Some nursing home patients may be able to use normal transportation vehicles.

5. Individuals with Functional and Access Needs. Individuals who are aged, ill, or have disabilities may need special transportation assistance, including boarding assistance and help with their belongings. They may be unable to walk to transportation pickup points for the general public.

6. Requesting Transportation Support.

   a. Requests for transportation support may be generated by an Incident Commander or by departments and agencies that require additional transportation support to carry out the emergency responsibilities assigned in this plan. Requests for transportation support should be made to the Transportation Officer using the Cargo Transportation Request in Appendix 1 or the Passenger Transportation Request in Appendix 2. Requesters must assign a priority to their requests.

   b. The Transportation Officer shall identify appropriate transportation resources to fill such requests, coordinating as necessary with the requester and transportation providers.

7. External Support. If local transportation resources and those available pursuant to inter-local agreements are insufficient to support emergency requirements, transportation resource support may be requested from the State through the Disaster District Chief (DDC) in Houston. A Local Request via WebEOC is the preferred method to request external support.

B. Activities by Phases of Emergency Management

1. Prevention

   a. Identify and maintain a current list of County owned transportation resources. See Annex M, Resource Management, for a list of transportation resources.

   b. Identify possible transportation needs that could result from various disasters.

   c. Develop procedures for preserving transportation resources from known hazards by relocating them or protecting them in place.

2. Preparedness

   a. Determine possible emergency transportation needs and related requirements for moving people, supplies, and equipment. Assess capabilities in relation to requirements to identify resource shortfalls; identify additional resources required.

   b. Negotiate agreements with other jurisdictions, public agencies and private industry for use of their transportation assets, and, where appropriate, drivers during emergency situations.

c. Participate with other departments, and agencies in the determination of evacuation routes for known hazards and, where appropriate, pickup points or routes for those who may require public transportation.

d. Review special facility evacuation plans to ensure they include realistic transportation arrangements.

e. Alert ActionS, Gulf Coast Transit, and Departments within the county of the eventual need to activate their vehicles to help transport citizens.

f. Plan and execute exercises involving the public and private sector. These exercises should include the utilization of various types of transportation and heavy duty equipment.

2. Response

a. Activate emergency transportation function to receive and process requests for cargo and passenger transportation.

b. Respond to transportation requests within limits of available resources.

c. Monitor transportation resource status and identify requirements for additional resources and report this to the EMC or MACC IC if activated.

d. Maintain records on use of transportation resources (See Appendix 3).

4. Recovery

a. Continue to coordinate transportation of equipment, supplies and passengers as needed.

b. Assess further transportation needs of citizens and provide transportation as needed.

c. Return borrowed resources and those obtained through agreement, lease, or rental when those resources are no longer required.

VI. ORGANIZATION & ASSIGNMENT OF RESPONSBILITIES

A. General

1. Our normal emergency organization, described in Section VI.A of the Basic Plan and depicted in Attachment 3 to the Basic Plan, shall carry out the function of providing transportation services in emergency situations.

2. The County Judge shall provide policy guidance with respect to emergency transportation operations.

3. The MACC Transportation Manager shall serve as the Brazoria County Transportation Officer and coordinate emergency transportation operations.

B. Task Assignments

1. Transportation Officer will:

   a. Identify available transportation resources (see Annex M, Resource Management) and maintain a transportation resource contact list.

   b. Coordinate with schools, other public agencies, and businesses regarding emergency use of their transportation assets and develop appropriate agreements and procedures for notifying appropriate officials of emergency situations.

   c. Coordinate with commercial transportation providers to establish procedures for providing transportation resources during emergency situations.

   d. Coordinate with other emergency services to identify and prioritize requirements for transportation of supplies, equipment, materials, and passengers necessary for response and recovery operations.

   e. Coordinate with special facilities to determine their requirements for specialized transportation support during emergencies and the arrangements the facilities have made to provide such support.

   f. Coordinate with GCT and ActionS for support during mass evacuations.

   g. Coordinate with the Sheriff or appropriate Police Chief on evacuation routes and the location of transportation pickup points and staging areas.

   h. Coordinate with GCT, ActionS and others on pickup points and times for citizens requiring public transportation.

   i. Provide the Public Information Officer timely information on emergency transportation arrangements that can be disseminated to the public.

   j. Coordinate with the Shelter Officer for passenger and cargo transportation to support shelter and mass care operations.

2. All County Departments and Local Agencies having transportation assets will:

   a. Provide current information on available transportation equipment to the Transportation Officer for use in updating the transportation resource list.

   b. Provide equipment and personnel to fulfill requirements for emergency transportation of cargo and passengers, upon request of the Transportation Officer and to the extent possible.

3. All County Departments and Local Agencies will:

   Forward prioritized emergency transportation requests to the Transportation Officer for action. The request forms in Appendices 1 and 2 will be used.

4. Law Enforcement will:

   a. Assist in determination of evacuation routes and provide traffic control for large-scale evacuations.

   b. Assist in determination of transportation pickup points and staging areas, in conjunction with the Transportation Officer.

5. The Shelter Officer will:

   Identify transportation requirements to support for shelter and mass care operations to the Transportation Officer.

6. The Independent School Districts of Brazosport, Angleton, Columbia-Brazoria, Danbury, Sweeny, Alvin, and Pearland will:

   Upon request by the County Judge, provide buses and drivers to assist in emergency operations.

7. The Gulf Coast Transit will:

   Upon request by the County Judge, provide buses and drivers to assist in emergency operations.

VII. DIRECTION & CONTROL

A. General

1. The County Judge will establish priorities for and provide policy guidance for transportation activities.

2. The County Judge or EMC will provide general direction to the Transportation Officer regarding transportation operations.

3. The Transportation Officer and staff will plan, coordinate, and carry out transportation activities.

B. Line of Succession

The line of succession for the Transportation Officer is:

1. MACC Transportation Manager
2. Transportation Coordinator
3. Transportation Team Leader

VIII. READINESS LEVELS

A. Readiness Level IV – Normal Conditions

See mitigation and preparedness activities in paragraphs V.B.1 and V.B.2 above.

B. Readiness Level III – Increased Readiness

1. Monitor situation.
2. Alert key personnel and transportation provider points of contact.
3. Check readiness of all equipment and facilities and correct any deficiencies.
4. Update transportation resource status information.
5. Review agreements for use of transportation resources owned by others.
6. Review plans and procedures and update them, if needed.

C. Readiness Level II – High Readiness

1. Monitor situation.
2. Update transportation personnel and equipment status.
3. Alert and brief transportation providers for possible emergency operations.
4. Review status of preplanned evacuation routes, pickup points, and staging areas locations.
5. Update transportation resource status information.

D. Readiness Level I – Maximum Readiness

1. Monitor situation and update transportation resource status information.
2. Staff MACC positions if MACC is activated.
3. Consider protective actions for transportation resources.
4. Make tentative transportation resource allocations to probable emergency tasks
5. Pre-stage transportation assets, where appropriate.

IX. ADMINISTRATION & SUPPORT

A. Resources

Local transportation resources are described in Annex M, Resource Management.

B. Maintenance of Records

Records will be maintained on the use of all transportation equipment, whether owned, leased, rented, or borrowed via an MOU; see Appendix 3. These records will be used as basis for possible recovery of emergency operations expenses from a responsible party or reimbursement of certain expenses by the state or federal government. The Transportation Officer will retain records of equipment usage until a final decision is made by the County Judge concerning claims for cost recovery or reimbursement.

C. Preservation of Records

Vital records should be protected from the effects of disasters to the maximum extent feasible. Should records be damaged during an emergency situation, professional assistance in preserving and restoring those records should be obtained as soon as possible. WebEOC is the default documentation system and is highly reliable for record retention.

D. Training & Exercises

1. Transportation personnel who will staff the MACC shall receive appropriate training on the operation of that facility, which should be arranged by the Transportation Officer or EMC.

2. Emergency exercises should periodically include a scenario that provides for the demonstration of emergency transportation.

E. External Support

1. Summaries of inter-local agreements and agreements with other governmental entities, volunteer groups, and businesses for resource support, as well as contingency contracts with commercial transportation providers are listed in Attachment 6 to the Basic Plan. Activation of such agreements and contracts will normally be coordinated through the EOC.

2. If transportation requirements cannot be satisfied with the resources available locally or through agreements and contracts, assistance may be requested from the State. Request for state assistance will be made to the DDC in Houston by the County Judge or a person authorized to act for him/her.

X. ANNEX DEVELOPMENT & MAINTENANCE

A. The EMC is responsible for developing and maintaining this annex. The Transportation Officer will review and recommend changes to the annex and forward as soon as needs become apparent.

B. This annex will be reviewed annually and updated in accordance with the schedule outlined in Section X of the Basic Plan.

C. Departments and agencies assigned responsibilities in this annex are responsible for ensuring that their SOPs cover those responsibilities.

XI. REFERENCES

Annex S (Transportation) to the *State of Texas Emergency Management Plan*

APPENDICES

Appendix 1..... Cargo Transportation Request

Appendix 2 ……..…….. .... …Passenger Transportation Request

Appendix 3 ……... Vehicle/Equipment Record & Use Log

Cargo
Transportation Request

Date:	**Time:**	**Priority: 1 2 3**
Requested by:		**Organization:**

Request transport of (describe the cargo):

Loose_____ Boxed #_____ Pallets # _____ **Total weight: _____ lbs**.

Receive from:
Date/Time_____
Place/Address:_____
_____
_____

People available to load the truck? Yes ___ No___ If no, how many people are needed? _____

Equipment available to load the truck? Yes___ No___ Type: _____

Contact at pick-up
Name: Phone #:

Deliver to:
Date/Time: _____
Place/Address: _____
_____
_____

People available to unload truck? Yes _____ No____

Equipment available to unload the truck? Yes ____ No____ Type: _____

Contact at delivery
Name: Phone #:

Resources committed:

Passenger Transportation Request

Date:	**Time:**	**Priority: 1 2 3**
Requested by:		**Organization:**

Number of people needing transportation: # of Adults _____ # of Children _____

Ambulatory: Yes____ No____ If **No**, list any special vehicles or equipment needed:

_____
_____
_____
_____
_____

Pick up from:
Date/Time_____
Place/Address:_____
_____
_____

People available to assist non-ambulatory passengers? Yes ____ No _____

If no, how many people are needed to assist? _____

Contact at pick-up:
Name: Phone #:

Drop off:
Date/Time: _____
Place/Address: _____
_____
_____

Contact at drop off:
Name: Phone #:

Resources committed:

VEHICLE/EQUIPMENT RECORD & USE LOG

Vehicle/Equipment Type:_____

Identification or License #:_____ Odometer/hour meter reading: _____

Date Received: _____ Time Received: _____

☐ City/County Asset ☐ School District Asset

☐ Leased/Rented ☐ Borrowed/Loaned

☐ Other:

Owner: _____

Address:_____

_____

Operational Status: Good____ Fair____Poor____

Operator Provided: Yes ____ No _____

Maintenance performed (if any): _____

_____

_____

_____

_____

_____

_____

Vehicle/Equipment Returned**:**

Date: _____ Time: _____ Odometer/hour meter reading: _____

Remarks:

Use Mileage LOG next page

USE LOG

Date	Mileage Start	Mileage End	Operator	Mission Description

ANNEX S
TRANSPORTATION

Revision 4

Brazoria County
and
Joint Resolution Cities

APPROVAL & IMPLEMENTATION

Annex S

Transportation

Revision 4

Steve Rosa
Emergency Management Coordinator
Brazoria County

2-2-26
Date

L. M. "Matt" Sebesta, Jr.
Brazoria County Judge

January 28, 2026
Date

RECORD OF CHANGES

Annex S

Transportation

Revision 4

Change #	Date of Change	Entered By	Date Entered

ANNEX S

TRANSPORTATION

I. AUTHORITY

See Basic Plan, Section I.

II. PURPOSE

This annex outlines our concept of operations and organizational arrangements for transportation of people, supplies, and materials during emergency situations, assigns responsibilities for various transportation tasks, and outlines related administrative requirements.

III. EXPLANATION OF TERMS

ActionS	ActionsS INC of Brazoria County
EOC	Emergency Operations Center
DDC	Disaster District Chief
ICP	Incident Command Post
MACC	Multi-Agency Coordination Center
MHE	Materials Handling Equipment
MOU	Memorandum of Understanding
GCT	Gulf Coast Transit
SOP	Standard Operating Procedures
WebEOC	A web-based communications system

IV. SITUATION & ASSUMPTIONS

A. Situation

1. In an emergency situation, people may have to be transported from areas at risk and equipment and supplies may have to be transported to support response and recovery activities. We have the ultimate responsibility for arranging for or providing the transportation needed to support emergency operations.

2. During emergency situations, it may be necessary to rapidly evacuate school children, hospital patients, nursing home residents, the elderly, those with disabilities, and prisoners from areas at risk.

3. Accessible transportation may be needed to transport some special needs groups, such as medical patients and prisoners.

4. Our transportation equipment and that of private transportation companies may sustain damage during emergency situations and trained equipment operators may become disaster victims, limiting the means available to transport people and relief equipment and supplies.

5. Transportation infrastructure, such as roads, bridges, and railroads, may sustain damage during emergency situations, making it difficult to use some of the transportation assets that are available.

6. Major emergency situations may disrupt normal transportation systems, leaving many people, such as school children, the elderly, infirm, and those with disabilities, without transportation.

7. Some cargo may require MHE at the on-load point and the delivery point. The availability of such equipment must be considered in transportation planning.

8. Drivers with commercial driver licenses must operate many cargo trucks and buses. In coordinating for use of these resources, it is desirable to arrange not only for the use of vehicles, but also for qualified drivers.

9. Institutional facilities, such as schools, hospitals, nursing homes, day care facilities, and correctional facilities, are responsible for the welfare and safety of their clients, patients, and inmates. Virtually all such facilities are required to have an emergency plan that includes provision for emergency evacuation. The facility operator is responsible for making arrangements for suitable transportation.

B. Assumptions

1. If people must be evacuated or relocated, the primary mode of transportation for most residents will be personal vehicles. However, transportation must be provided for people who do not have vehicles.

2. During emergency situations, we will use our own transportation resources and those available pursuant to inter-local (mutual aid) agreements to the extent that they are available.

3. If commercial transportation providers that we normally deal with are able to support our emergency needs, we will continue to contract with those companies during emergency situations.

4. As school buses are the primary local passenger transportation resource, we assume that local school districts will respond to requests for transportation assistance from local government during emergency situations.

5. If we are unable to obtain transportation services from commercial providers, we may rent or lease transportation equipment to provide the required transportation.

6. Businesses or individuals may be willing to donate transportation services or loan transportation equipment during emergency situations.

7. Rural transit system buses will be diverted from their normal routes and schedules as needed to support emergency operations.

8. Transportation may be requested from the State through the Disaster District Chief (DDC) in Houston when the assets within the jurisdiction are not sufficient.

V. CONCEPT OF OPERATIONS

A. General

1. Transportation Requirement. When carrying out emergency transportation activities, immediate needs must be considered first, followed by continuing requirements. Immediate transportation needs normally involve the evacuation of people, including residents of special facilities, from risk areas. Continuing transportation needs typically involve the movement of relief supplies, equipment, and emergency workers during response and recovery operations.

2. Passenger Transportation. Where possible, emergency passenger transportation requirements will be satisfied with the following resources:

   a. Voluntary use of personal vehicles
   b. City or County-owned vehicles
   c. School buses
   d. Leased or rented buses
   e. Passenger vehicles provided by other jurisdictions pursuant to inter-local agreements
   f. Donated transportation equipment or services
   g. Gulf Coast Transit (GCT)
   h. State-owned or contracted vehicles

3. Cargo Transportation. Where possible, emergency cargo transportation requirements will be satisfied with the following resources:

   a. Brazoria County-owned vehicles
   b. Commercial freight carriers
   c. Leased or contract equipment
   d. Cargo vehicles provided by other jurisdictions pursuant to inter-local agreements
   e. Donated transportation equipment or services
   f. State-owned or contracted vehicles

4. Special Facilities.

   a. Schools & Day Care Centers

      If evacuation of public schools is required, students will normally be transported on school buses. Private schools and day care centers, including adult day care facilities, typically do not have significant transportation resources and may require government transportation assistance during emergencies.

   b. Hospitals, Nursing Homes, & Correctional Facilities

      Transportation of many medical patients and prisoners requires specialized transportation and appropriate medical or security support. The facility operator is responsible for making arrangements for suitable transportation and coordinating use of appropriate host facilities. In the case of short-notice or no-notice emergency situations, facilities may be unable to make the required arrangements for

transportation and local government may need to assist. Some nursing home patients may be able to use normal transportation vehicles.

5. Individuals with Functional and Access Needs. Individuals who are aged, ill, or have disabilities may need special transportation assistance, including boarding assistance and help with their belongings. They may be unable to walk to transportation pickup points for the general public.

6. Requesting Transportation Support.

   a. Requests for transportation support may be generated by an Incident Commander or by departments and agencies that require additional transportation support to carry out the emergency responsibilities assigned in this plan. Requests for transportation support should be made to the Transportation Officer using the Cargo Transportation Request in Appendix 1 or the Passenger Transportation Request in Appendix 2. Requesters must assign a priority to their requests.

   b. The Transportation Officer shall identify appropriate transportation resources to fill such requests, coordinating as necessary with the requester and transportation providers.

7. External Support. If local transportation resources and those available pursuant to inter-local agreements are insufficient to support emergency requirements, transportation resource support may be requested from the State through the Disaster District Chief (DDC) in Houston. A Local Request via WebEOC is the preferred method to request external support.

B. Activities by Phases of Emergency Management

1. Prevention

   a. Identify and maintain a current list of County owned transportation resources. See Annex M, Resource Management, for a list of transportation resources.

   b. Identify possible transportation needs that could result from various disasters.

   c. Develop procedures for preserving transportation resources from known hazards by relocating them or protecting them in place.

2. Preparedness

   a. Determine possible emergency transportation needs and related requirements for moving people, supplies, and equipment. Assess capabilities in relation to requirements to identify resource shortfalls; identify additional resources required.

   b. Negotiate agreements with other jurisdictions, public agencies and private industry for use of their transportation assets, and, where appropriate, drivers during emergency situations.

c. Participate with other departments, and agencies in the determination of evacuation routes for known hazards and, where appropriate, pickup points or routes for those who may require public transportation.

d. Review special facility evacuation plans to ensure they include realistic transportation arrangements.

e. Alert ActionS, Gulf Coast Transit, and Departments within the county of the eventual need to activate their vehicles to help transport citizens.

f. Plan and execute exercises involving the public and private sector. These exercises should include the utilization of various types of transportation and heavy duty equipment.

2. Response

a. Activate emergency transportation function to receive and process requests for cargo and passenger transportation.

b. Respond to transportation requests within limits of available resources.

c. Monitor transportation resource status and identify requirements for additional resources and report this to the EMC or MACC IC if activated.

d. Maintain records on use of transportation resources (See Appendix 3).

4. Recovery

a. Continue to coordinate transportation of equipment, supplies and passengers as needed.

b. Assess further transportation needs of citizens and provide transportation as needed.

c. Return borrowed resources and those obtained through agreement, lease, or rental when those resources are no longer required.

VI. ORGANIZATION & ASSIGNMENT OF RESPONSBILITIES

A. General

1. Our normal emergency organization, described in Section VI.A of the Basic Plan and depicted in Attachment 3 to the Basic Plan, shall carry out the function of providing transportation services in emergency situations.

2. The County Judge shall provide policy guidance with respect to emergency transportation operations.

3. The MACC Transportation Manager shall serve as the Brazoria County Transportation Officer and coordinate emergency transportation operations.

B. Task Assignments

1. Transportation Officer will:

   a. Identify available transportation resources (see Annex M, Resource Management) and maintain a transportation resource contact list.

   b. Coordinate with schools, other public agencies, and businesses regarding emergency use of their transportation assets and develop appropriate agreements and procedures for notifying appropriate officials of emergency situations.

   c. Coordinate with commercial transportation providers to establish procedures for providing transportation resources during emergency situations.

   d. Coordinate with other emergency services to identify and prioritize requirements for transportation of supplies, equipment, materials, and passengers necessary for response and recovery operations.

   e. Coordinate with special facilities to determine their requirements for specialized transportation support during emergencies and the arrangements the facilities have made to provide such support.

   f. Coordinate with GCT and ActionS for support during mass evacuations.

   g. Coordinate with the Sheriff or appropriate Police Chief on evacuation routes and the location of transportation pickup points and staging areas.

   h. Coordinate with GCT, ActionS and others on pickup points and times for citizens requiring public transportation.

   i. Provide the Public Information Officer timely information on emergency transportation arrangements that can be disseminated to the public.

   j. Coordinate with the Shelter Officer for passenger and cargo transportation to support shelter and mass care operations.

2. All County Departments and Local Agencies having transportation assets will:

   a. Provide current information on available transportation equipment to the Transportation Officer for use in updating the transportation resource list.

   b. Provide equipment and personnel to fulfill requirements for emergency transportation of cargo and passengers, upon request of the Transportation Officer and to the extent possible.

3. All County Departments and Local Agencies will:

   Forward prioritized emergency transportation requests to the Transportation Officer for action. The request forms in Appendices 1 and 2 will be used.

4. Law Enforcement will:

   a. Assist in determination of evacuation routes and provide traffic control for large-scale evacuations.

   b. Assist in determination of transportation pickup points and staging areas, in conjunction with the Transportation Officer.

5. The Shelter Officer will:

   Identify transportation requirements to support for shelter and mass care operations to the Transportation Officer.

6. The Independent School Districts of Brazosport, Angleton, Columbia-Brazoria, Danbury, Sweeny, Alvin, and Pearland will:

   Upon request by the County Judge, provide buses and drivers to assist in emergency operations.

7. The Gulf Coast Transit will:

   Upon request by the County Judge, provide buses and drivers to assist in emergency operations.

VII. DIRECTION & CONTROL

A. General

1. The County Judge will establish priorities for and provide policy guidance for transportation activities.

2. The County Judge or EMC will provide general direction to the Transportation Officer regarding transportation operations.

3. The Transportation Officer and staff will plan, coordinate, and carry out transportation activities.

B. Line of Succession

The line of succession for the Transportation Officer is:

1. MACC Transportation Manager
2. Transportation Coordinator
3. Transportation Team Leader

VIII. READINESS LEVELS

A. Readiness Level IV – Normal Conditions

See mitigation and preparedness activities in paragraphs V.B.1 and V.B.2 above.

B. Readiness Level III – Increased Readiness

1. Monitor situation.
2. Alert key personnel and transportation provider points of contact.
3. Check readiness of all equipment and facilities and correct any deficiencies.
4. Update transportation resource status information.
5. Review agreements for use of transportation resources owned by others.
6. Review plans and procedures and update them, if needed.

C. Readiness Level II – High Readiness

1. Monitor situation.
2. Update transportation personnel and equipment status.
3. Alert and brief transportation providers for possible emergency operations.
4. Review status of preplanned evacuation routes, pickup points, and staging areas locations.
5. Update transportation resource status information.

D. Readiness Level I – Maximum Readiness

1. Monitor situation and update transportation resource status information.
2. Staff MACC positions if MACC is activated.
3. Consider protective actions for transportation resources.
4. Make tentative transportation resource allocations to probable emergency tasks
5. Pre-stage transportation assets, where appropriate.

IX. ADMINISTRATION & SUPPORT

A. Resources

Local transportation resources are described in Annex M, Resource Management.

B. Maintenance of Records

Records will be maintained on the use of all transportation equipment, whether owned, leased, rented, or borrowed via an MOU; see Appendix 3. These records will be used as basis for possible recovery of emergency operations expenses from a responsible party or reimbursement of certain expenses by the state or federal government. The Transportation Officer will retain records of equipment usage until a final decision is made by the County Judge concerning claims for cost recovery or reimbursement.

C. Preservation of Records

Vital records should be protected from the effects of disasters to the maximum extent feasible. Should records be damaged during an emergency situation, professional assistance in preserving and restoring those records should be obtained as soon as possible. WebEOC is the default documentation system and is highly reliable for record retention.

D. Training & Exercises

1. Transportation personnel who will staff the MACC shall receive appropriate training on the operation of that facility, which should be arranged by the Transportation Officer or EMC.

2. Emergency exercises should periodically include a scenario that provides for the demonstration of emergency transportation.

E. External Support

1. Summaries of inter-local agreements and agreements with other governmental entities, volunteer groups, and businesses for resource support, as well as contingency contracts with commercial transportation providers are listed in Attachment 6 to the Basic Plan. Activation of such agreements and contracts will normally be coordinated through the EOC.

2. If transportation requirements cannot be satisfied with the resources available locally or through agreements and contracts, assistance may be requested from the State. Request for state assistance will be made to the DDC in Houston by the County Judge or a person authorized to act for him/her.

X. ANNEX DEVELOPMENT & MAINTENANCE

A. The EMC is responsible for developing and maintaining this annex. The Transportation Officer will review and recommend changes to the annex and forward as soon as needs become apparent.

B. This annex will be reviewed annually and updated in accordance with the schedule outlined in Section X of the Basic Plan.

C. Departments and agencies assigned responsibilities in this annex are responsible for ensuring that their SOPs cover those responsibilities.

XI. REFERENCES

Annex S (Transportation) to the *State of Texas Emergency Management Plan*

APPENDICES

Appendix 1 ..... Cargo Transportation Request

Appendix 2 ..... Passenger Transportation Request

Appendix 3 ..... Vehicle/Equipment Record & Use Log

Cargo
Transportation Request

Date:	**Time:**	**Priority: 1 2 3**
Requested by:		**Organization:**

Request transport of (describe the cargo):

Loose_____ Boxed #_____ Pallets # _____ **Total weight: _____ lbs.**

Receive from:

Date/Time_____

Place/Address:_____

_____

_____

People available to load the truck? Yes ___ No___ If no, how many people are needed? _____

Equipment available to load the truck? Yes___ No___ Type: _____

Contact at pick-up

Name: Phone #:

Deliver to:

Date/Time: _____

Place/Address: _____

_____

_____

People available to unload truck? Yes _____ No____

Equipment available to unload the truck? Yes ____ No____ Type: _____

Contact at delivery

Name: Phone #:

Resources committed:

Passenger Transportation Request

Date:	Time:	Priority: 1 2 3
Requested by:		Organization:

Number of people needing transportation: # of Adults _____ # of Children _____

Ambulatory: Yes____ No____ If **No**, list any special vehicles or equipment needed:

_____
_____
_____
_____
_____

Pick up from:

Date/Time_____

Place/Address:_____
_____
_____

People available to assist non-ambulatory passengers? Yes ____ No _____

If no, how many people are needed to assist? _____

Contact at pick-up:

Name: Phone #:

Drop off:

Date/Time: _____

Place/Address: _____
_____
_____

Contact at drop off:

Name: Phone #:

Resources committed:

VEHICLE/EQUIPMENT RECORD & USE LOG

Vehicle/Equipment Type:_____

Identification or License #:_____ Odometer/hour meter reading: _____

Date Received: _____ Time Received: _____

☐ City/County Asset ☐ School District Asset

☐ Leased/Rented ☐ Borrowed/Loaned

☐ Other:

Owner: _____

Address:_____

_____

Operational Status: Good____ Fair____Poor____

Operator Provided: Yes ____ No _____

Maintenance performed (if any): _____

_____

_____

_____

_____

_____

_____

Vehicle/Equipment Returned:

Date: _____ Time: _____ Odometer/hour meter reading: _____

Remarks:

Use Mileage LOG next page

USE LOG

Date	Mileage Start	Mileage End	Operator	Mission Description

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.25. **1/27/2026**

Interlocal Agreement with the City of Pearland No. IS26-0002

Interlocal Agreement with the City of Pearland to repair all roads as listed on Exhibit “A”, pursuant to Texas Transportation Code Sec. 251.012, and the Interlocal Cooperation Act, Tex. Gov. Code Sec. 791.001 et. Seq.

Further, that under the terms of the Agreement, attached as Exhibit “A”, the city agrees to purchase all material required.

The County Judge is authorized to sign the above-referenced Interlocal Agreement on behalf of the County.

A certified copy of this order shall be forwarded to the County Engineer.

Docusign Envelope ID: E205B1EB-BED0-401C-A6A4-E3E3EA3ECB70

RESOLUTION NO. R2025-211

A Resolution of the City Council of the City of Pearland, Texas, authorizing an Interlocal Agreement with Brazoria County for paving services, for the period of December 15, 2025 through December 14, 2026.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:

Section 1. That certain Interlocal Agreement by and between the City of Pearland and Brazoria County, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby authorized and approved.

Section 2. That the City Manager or his designee is hereby authorized to execute and the City Secretary to attest an Interlocal Agreement with Brazoria County.

PASSED, APPROVED and ADOPTED this the 15th day of December, A.D., 2025.

DocuSigned by:
2F80B838BC2A475...
J. KEVIN COLE
MAYOR

ATTEST:

DocuSigned by:
90EC2253E1EF4A5...
FRANCES AGUILAR, TRMC, MMC
CITY SECRETARY

CITY OF PEARLAND, TEXAS

APPROVED AS TO FORM:

DocuSigned by:
E13CA898BB1F4B6...
DARRIN M. COKER
CITY ATTORNEY

Docusign Envelope ID: E205B1EB-BED0-401C-A6A4-E3E3EA3ECB70

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT
BETWEEN BRAZORIA COUNTY AND THE CITY OF PEARLAND
IS26-0002

This Agreement is made between BRAZORIA COUNTY and the CITY OF PEARLAND hereinafter referred to as the COUNTY and CITY respectively.

RECITALS

WHEREAS, the CITY wishes to repair all roads as listed on Exhibit "A"; and

WHEREAS, the CITY has requested the COUNTY'S assistance to providing labor and equipment to repair all roads as listed on Exhibit "A"; and

WHEREAS, the COUNTY has agreed to utilize Brazoria County Road & Bridge equipment and employees to perform this work pursuant to the authority of Tex. Transp. Code §251.012, and the Interlocal Cooperation Act, Tex. Gov. Code Sec. 791.001 et. Seq., subject to the conditions and limitations of this Agreement;

NOW THEREFORE, the CITY and COUNTY agree as follows:

1.01 COUNTY agrees to supply such equipment as may be necessary together with operators to repair all roads listed on Exhibit "A".

1.02 The CITY agrees to pay for material needed in the project directly to supplier, and in the event COUNTY costs in performing above-described work exceed $10,000.00, the CITY shall pay, from the point in time that COUNTY'S costs equal the sum $10,000.00, the labor costs and the hourly value of equipment used, plus any other costs associated with the use of the equipment. Though it is contemplated by this agreement that CITY will obtained the necessary design and engineering studies required by the project prior to the commencement of the work, CITY agrees to pay the reasonable cost of any design or engineering work obtained by COUNTY if it exceeds the sum of $10,000.00. The value of equipment shall be those hourly rates which have been previously established by the COUNTY for each item of its equipment, multiplying the same by the number of hours, such equipment has been utilized in excess of the point in time when COUNTY's costs equaled the sum of $10,000.00. COUNTY equipment utilized on site for the project shall be charged to CITY on a daily rate for each day it is on-site.

Docusign Envelope ID: E205B1EB-BED0-401C-A6A4-E3E3EA3ECB70

1.03 The parties intend that COUNTY, in performing such services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. COUNTY is not considered an agent or employee of CITY.

1.04 Each party agrees that payments for the performance of governmental functions or services shall be from current revenues available to the paying party and further that such payments shall fairly compensate the performing party for the service it supplies provides for the other party's benefit.

1.05 COUNTY does not warrant the suitability for this project of any material purchased by CITY from a third party which maintains a continuing contract with COUNTY. Any cost estimate made connection with this project is only an estimate and is not warranty of the final cost of the project.

1.06 To the extent permitted by law, CITY agrees to assume the risk of, fully indemnify, hold harmless and defend COUNTY, its agent, officers and employees from any and all loss, damage, cost demands and causes of action of any manner from the performance of the above referenced work.

1.07 COUNTY executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court so authorizing, and the CITY executes this Agreement by and through the Mayor or City Manager acting pursuant to authorizations of its City Council.

1.08 Nothing herein shall be constructed to make either party purchaser or consumer of goods or services from the other.

1.09 Nothing herein shall be constructed to create any rights in third parties.

1.10 Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

IN TESTIMONY OF WHICH, witness our signatures on the execution dates herein below.

By: DocuSigned by: _____ 2F80B858BC2A475...

CITY OF PEARLAND

MAYOR

Date signed: 12/16/2025 | 8:17 AM CST

By: _____

BRAZORIA COUNTY

COUNTY JUDGE

Date signed: _____

Docusign Envelope ID: E205B1EB-BED0-401C-A6A4-E3E3EA3ECB70

CITY OF PEARLAND:

Attest: Frances Aguilar
90EC22531FFF415...

Name: Frances Aguilar

Title: City Secretary

Date: 12/16/2025 | 9:21 AM CST

CITY OF PEARLAND, TEXAS

City of Pearland
Interlocal Agreement Project Request Summary FY-26

DO NOT ALTER THIS FORM OR ADD ADDITIONAL LINES

	STREET/LOCATION	LIMITS (TO – FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects and/or Ditch Digging ONLY)	*FOR OFFICE USE ONLY*
1	Miller Ranch Rd	Hughes Ranch Rd to Broadway	5,220	24 (width may vary in some locations)	Overlay & Traffic Control	
2	Adamo Ln	McHard Rd to Dead End	1,750	20	Overlay & Traffic Control	
3	Wells Rd	Bailey to City Limits	2,860	20	Overlay & Traffic Control	
4	Old Alvin Rd	518 to Magnolia	5,397	22 (width may vary in some locations)	Overlay & Traffic Control	

Note: Must have Mayoral approval

2.87 miles

Return to: County Engineer's Office
Engineer-interlocals@brazoriacountytx.gov

J. Simmons
RECEIVED
SEP 19 2025
Engineering Dept.

Approved By: Mayor

9/17/25
Date

Exhibit 'A'

September 18, 2025

Mr. Matt Hanks, PE
County Engineer
Brazoria County
451 N. Velasco, Suite 230
Angleton, Texas 77515

Re: Interlocal Agreement for Asphalt Paving Program

Mr. Hanks,

Please accept this letter as a formal request to establish the 2026 Interlocal Agreement between the City of Pearland and Brazoria County for asphalt road paving services.

Interlocal Paving Services for Fiscal Year 2025 was approved by the Pearland City Council (R2025-125) and executed by the Mayor on July 28, 2025. The 2025 plan allowed for paving services along Roy Rd, Veterans Dr, Old Chocolate Bayou Rd, and Plum St. These Improvements are anticipated to commence in October 2025. In response to Brazoria County's Interlocal Agreement Project Request Summary for FY26 and accompanying letter dated September 5, 2025, The City of Pearland provides the following list of proposed roads for consideration of interlocal paving services in FY26.

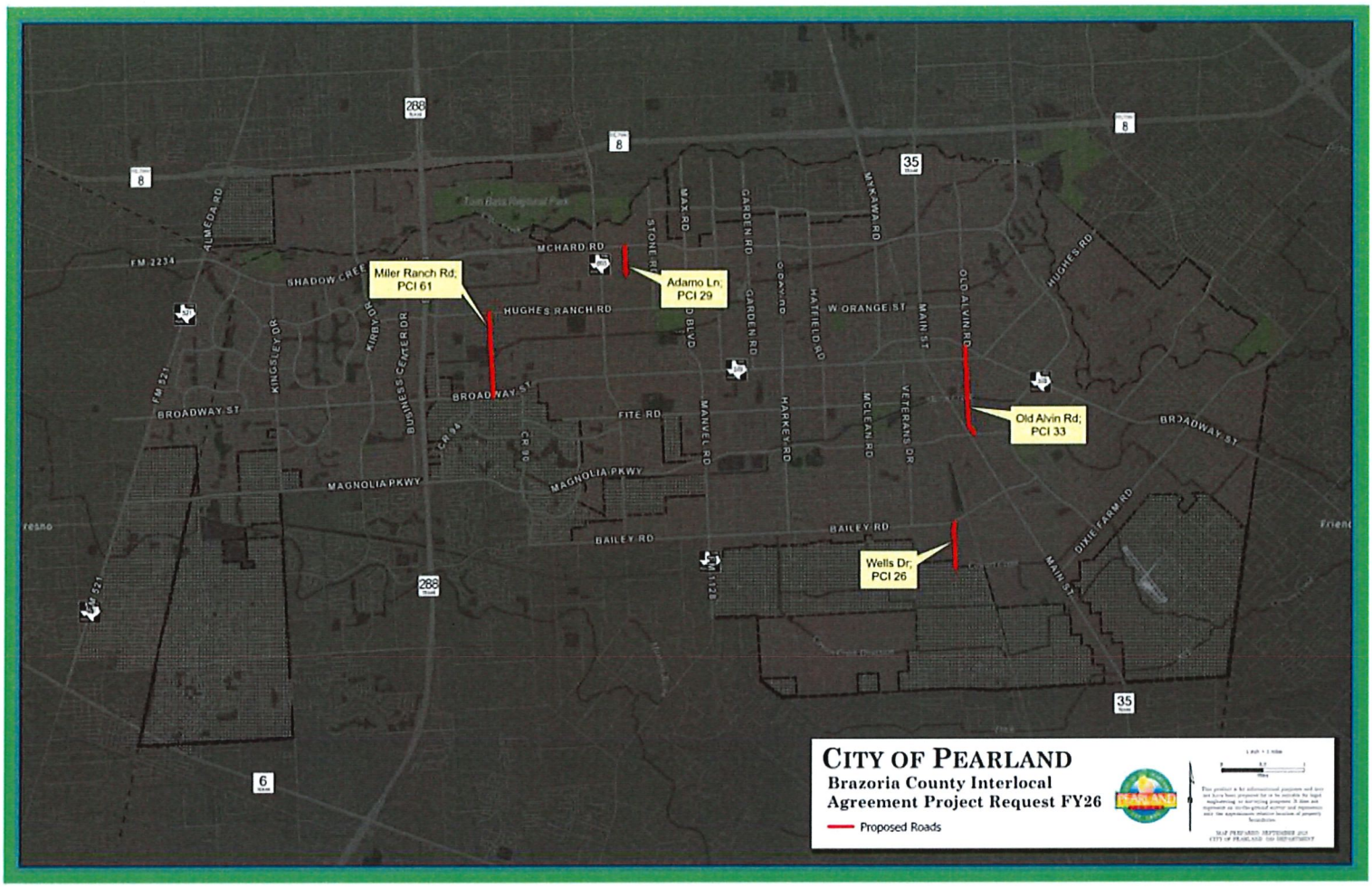
The City requests a continued combination of paving services from Brazoria County to include an asphalt overlay and traffic control to the streets listed below in FY26.

Street	Current PCI	Limits (To From)	Length	Width	Work Description
Miller Ranch Rd.	61	Hughes Ranch Rd to Broadway	5,200	24ft (width may vary in some locations)	Overlay & Traffic Control
Adamo Ln.	29	McHard Rd to the dead-end	1,700	20	Overlay & Traffic Control
Wells Dr.	26	Bailey Rd to the City limits	2,860	20	Overlay & Traffic Control
Old Alvin Rd.	33	FM 518 to Magnolia Pkwy	5,397	22ft (width may vary in some locations)	Overlay & Traffic Control
Total			**2.87 Miles**		

We at the City of Pearland are truly grateful for our partnership and accomplishments related to infrastructure improvements. Please let me know if you have any questions or comments. I can be reached by telephone at 281-824-2352 or email at dprescod@pearlandtx.gov.

Sincerely,

Dante Prescod


Miller Ranch Rd; PCI 61
Adamo Ln; PCI 29
Old Alvin Rd; PCI 33
Wells Dr; PCI 26
HUGHES RANCH RD
MCHARD RD
BROADWAY ST
FITE RD
MAGNOLIA PKWY
BAILEY RD
W ORANGE ST
MAIN ST
OLD ALVIN RD
GARDEN RD
MANVEL RD
HATFIELD RD
MCLEAN RD
VETERANS DR
DIXIE FARM RD
HUGHES RD
SHADOW CREEK
KINGSLEY DR
KIRBY DR
BUSINESS CENTER DR
ALMEDA RD
FM 2234
FM 521
CR 94
CR 90
CITY OF PEARLAND
Brazoria County Interlocal
Agreement Project Request FY26
Proposed Roads

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.26. **1/27/2026**

Projects Under Blanket Interlocal Agreements for Direct Assistance to Cities and Towns

Pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Transportation Code, Section 251.012, the County agrees to provide personnel and equipment at its own expense to assist the following cities / towns subject to the approval of the County Engineer as set forth in Section 1.3.

CITY OF DANBURY
Culvert Set - 5918 Seventh Street

CITY OF IOWA COLONY
Replace Culvert - 8501 CR 80

CITY OF LIVERPOOL
Sign Maintenance - Replace 'Vesper' Street Sign

TOWN OF HOLIDAY LAKES
Culvert Set - 208 N Lake Drive

VILLAGE OF JONES CREEK
Culvert Set - 220 Peach Point Road

IB26-DA
(DANBURY)
City ID Code 271

Little Town Danbury Big Heart

City of Danbury, TX.

Culvert Request to Engineer's Office

Little Town Danbury Big Heart

Date of request: 1-9-26

Home Owner's name: 5918 7th St. Danbury Sammy Jacobson

Address where culverts are to be installed:

5918 7th St (Seventh St)

Home owner's home phone number: 979 900 2190

Home owner's cell phone number: 979 900 2190

Culverts must be on site when form is turned in to the city to make request to county.

What type of Culvert: (Cement) **or HDP plastic**

Number of culverts to be installed: 3

Diameter of culverts to be installed: 15"

Is the location marked for setting the culverts: (Yes) **or NO**

Additional notes for installation: (north, south, east, or west?)

Culverts to be installed around the corner on Ave I at entrance to my shop to widen driveway. Also can you fix the ditch in front of my house so I can mow it with riding mower. Thanks it will be greatly appreciated.

County will complete work according to their schedule.

***New culverts being installed 15 inch is required size.**

*** Existing culverts in the area then they must match which is there.** Area will be marked.

*** If culvert is longer than 48 ft. then clean- out openings or grates must be supplied by homeowner and be on site when request is made.**

Request sent on: _____

Reply from county received on: _____

AGREED _____
Brazoria County Engineer

Date Approved 1-27-26 Date Completed _____

WO# _____

COMMENTS

Rev. A 1.10.24

IB26-IC
(IOWA COLONY)
City ID Code 275

CITY OF IOWA COLONY

12003 Iowa
Iowa Colon
Phone: 281-369-2471
Fax: 281-369-0005
www.cityofiowacolony.com

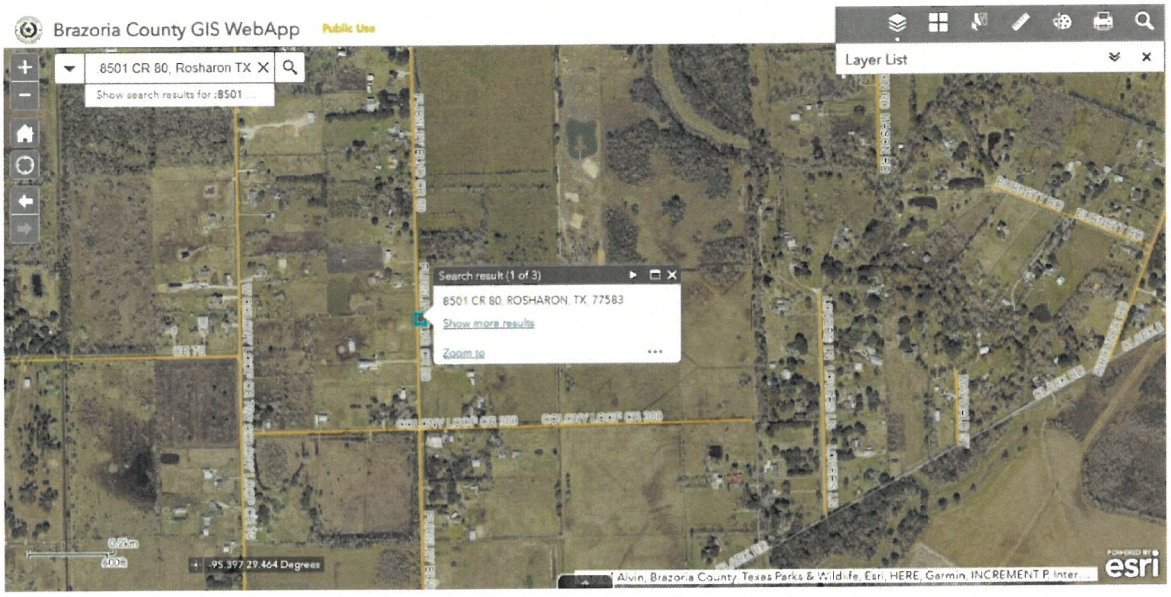
1/14/2026

Mr. Matt Hanks, P.E.
County Engineer
200 East Locust, Room 10
Angleton, Texas 77515

Dear Mr. Hanks,

The City of Iowa Colony is requesting Brazoria Count to replace culvert at 8501 CR 80, Rosharon, TX, 77583

City of Iowa Colony will reimburse Brazoria County for purchase of culvert.



For further information, you may contact Public Works at (346) 278-4508

Sincerely,

Jeremy Franks
Herb Anderson

C/2

AGREED _____
Brazoria County Engineer
Date Approved 1-27-26 Date Completed _____
WO# _____
COMMENTS

IB26-LI
(LIVERPOOL)
City ID Code 272

Tricia Simmons

From: Catherine Long <catherine.long@liverpooltx.gov>
Sent: Wednesday, January 7, 2026 8:25 AM
To: ENGINEER INTERLOCALS
Subject: [EXTERNAL] work order - Vesper street sign

Good morning,

Mayor Matheny would like to place the following work order

Replace street sign "Vesper" on the corner of Calhoun Street and Vesper.

Thank you and have a great day. 😊

**PLEASE NOTE EMAIL ADDRESS CHANGE: catherine.long@liverpooltx.gov.

Catherine Long, TMRC, CCCII
City Secretary
Court Adminstrator
City of Liverpool
Municipal Court
Phone: 281-581-2342
Cell: 346-370-2959
www.cityofliverpooltexas.com

ATTENTION PUBLIC OFFICIALS!
A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act, Please reply only to the sender. This information, and any communication between any person and a city official, may be subject to the Public Information Act and subject to inspection by the public.

--CONFIDENTIALITY NOTICE--
Information in this communication is confidential and is intended only for the use of the individual or entity to which it is addressed. It may contain information that is privileged, confidential, or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that you are not authorized to read, review

This message has been prepared or disseminated usin
subject to the County's policies on the use of County p
through the County's computer system by any County
record, subject to public inspection under the laws of t

C/1

AGREED _____
Brazoria County Engineer
Date Approved 1-27-26 Date Completed _____
WO# _____
COMMENTS
_____
_____
_____
_____
_____

353

IB26-HL
(HOLIDAY LAKES)
City ID Code 846

Tricia Simmons

From: San Juanita Segovia <clerk@holidaylakestexas.com>
Sent: Tuesday, January 13, 2026 12:45 PM
To: Tricia Simmons
Subject: Re: [EXTERNAL] Culverts

Good afternoon, and yes ma'am of course.

The culerts are 18" diameter by 6"ft

The phone number will be the owner's son's number:

Christian Moreno - 832-628-4870
Kian Moreno - 832-306-8909

Thank you,
San Juanita Segovia
Utility / Permit Clerk
clerk@holidaylakestexas.com
sanjuanita.holidaylakestx@gmail.com

From: San Juanita Segovia <clerk@holidaylakestexas.com>
Sent: Monday, January 12, 2026 3:02 PM
To: Tricia Simmons <TriciaS@brazoriacountytx.gov>
Subject: [EXTERNAL] Culverts

Good afternoon, and Happy New Year.

We have 3 culverts that would need be set in at a new address: 208 N LAKE DR.

Really appreciate it.

Thank you,
San Juanita Segovia
Utility / Permit Clerk
clerk@holidaylakestexas.com

This message has been prepared or disseminated usi
subject to the County's policies on the use of County
through the County's computer system by any County
record, subject to public inspection under the laws of

W/4

AGREED _____
Brazoria County Engineer
Date Approved 1-27-26 Date Completed _____
WO# _____
COMMENTS
_____
_____
_____
_____
_____

IB26-JC
(JONES CREEK)
City ID Code 259

Village of Jones Creek
7207 Stephen F. Austin
Jones Creek, TX 77541

Brazoria County Work Order Request

Work Order Type: Inter local

Request Date: 1/14/2026

Jone Creek Permit No.

Contact Name
Lauren Grayson

Inspection Address
220 Peach Point Rd
Jones Creek, Texas 77541

Contact Phone & Email
979-233-2700

Comments: The Jones Creek Volunteer Fire Department has applied to add 60 Feet of 24 inch reinforced concrete pipe(10 pieces of 6 foot X 24 inches) and to include 1 concrete box clean out.

If you have any questions or concerns regarding this request, please feel free to reach out to my office.

Thank y

Lauren G

citysecretary@jor

Village of Jones Cre

AGREED _____
Brazoria County Engineer
Date Approved 1-27-26 Date Completed _____
WO# _____
COMMENTS

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.27. **1/27/2026**

Issuance of OSSF Permit within Brazoria County Freshwater Supply District No.1 (BCFWSD #1) Boundaries - Precinct 4

On January 7, 2026, the Brazoria County Freshwater Supply District No. 1 (BCFWSD #1) submitted a letter to the Brazoria County Environmental Health Department requesting issuance of an On-Site Sewage Facility (OSSF) permit within the BCFWSD #1 boundaries.

An OSSF permit application was received October 22, 2025, for a property at 3822 Sunrise Lane, Damon, TX, owned by Rocha Custom Homes LLC, Hector Rocha.

The Court finds it appropriate to approve the issuance of an OSSF permit for 3822 Sunrise Lane, Damon, TX as requested by the BCFWSD #1.

Further, that a certified copy of this order be delivered to the Director of the Environmental Health Department.

Jodie Vice

From: BCFWSD#1 Office <office@bcfwsd1.org>
Sent: Wednesday, January 7, 2026 12:22 PM
To: EH INSPECTOR; Jodie Vice; Rochasconstruction2016@gmail.com; BCFWSD#1 Office
Subject: [EXTERNAL] BCFWSD1- OSSF PERMIT WAIVER REQUEST 3822 SUNRISE LN DAMON TX
Attachments: BCFWSD1 OSSF PERMIT WAIVER REQUEST 3822 SUNRISE LN DAMON H ROCHA.pdf

Good afternoon,

On behalf of Brazoria County FWSD#1, the district is requesting to start the process for an OSSF WAIVER REQUEST for a new district customer, Hector Rocha, Rocha Custom Homes. This is the second home on Sunrise Lane for this project. Mr. Rocha has completed his water permit for the 3822 Sunrise Lane address and requires a waiver to install a second OSSF within the district boundaries.

Please find attached a letter from the district asking for consideration of this waiver request and to be placed on an upcoming Commissioners Court agenda once Mr. Rocha has completed all necessary requirements with the county. Please find the water permit from BCFWSD1 included in the attachments as well.

I have included Mr. Rocha in this email, and let him know he would need to reach out to Brazoria County Environmental to start the permit process, as well as complete his building permit and any other permits or fees.

Please let us know if there is anything the district should do to help facilitate this process.
Thank you for your help in this matter.

This message has been prepared or disseminated using resources owned by Brazoria County and is subject to the County's policies on the use of County provided technology. E-mail created or received through the County's computer system by any County employee or official may be considered a public record, subject to public inspection under the laws of the State of Texas.

Brazoria County Fresh Water Supply District #1
223 Mulcahy
P.O. Box 237
Damon, Tx 77430
1 Dec 2025

PROPERTY OWNER: ROCHA CUSTOM HOMES(HECTOR ROCHA) 832-918-1690
PROPERTY ADDRESS: 3822 SUNRISE, DAMON TX 77430

To Whom It May Concern:

Brazoria County Fresh Water Supply District #1 would like to apply for an OSSF waiver and allow a request for a septic system installation permit to be granted for a property found located within district boundaries. The property address is 3822 Sunrise Lane, Damon, Tx 77430.

Brazoria County Fresh Water Supply District #1's consideration in asking for this waiver is based on knowledge that although this particular parcel of property mentioned above does in fact lie well within the area of the district's service boundaries and jurisdiction, due to the location and elevation of the new single family home, installation of the customer's ww service line would cause backflow of waste water on the gravity fed line and may potentially cause future maintenance issues or other problems for this property and current customers on the system in that area.

BCFWSD#1 plans to expand service to the district as property easements are secured and funds become available. However, currently funding a project to include this property would put a strain on the district's financial budget.

The district board appeals to Commissioner's Court for help in granting this waiver.

Kind Regards,

Mary Catherine Jones
BCFWSD#1 General Manager
979-327-2728

Brazoria County F.W.S.D. 1
P.O. Box 237
Damon, Texas 77430
979-327-2728

November 15, 2025
PERMIT #11152025 (WATER ONLY- PROVISIONAL PERMIT) 3822 SUNRISE LN- DAMON
OSSF MUST BE APPROVED BY COMMISSIONER COURT- CUSTOMER MUST CONTACT BC ENVIRONMENTAL AND COMPLETE ALL PAPERWORK AS REQUESTED

November 15, 2025

To Whom It May Concern:

ROCHA CUSTOM HOMES is approved by PERMIT #11152025 as a customer of Brazoria County F.W.S.D. #1- water services only. ROCHA CUSTOM HOMES receives water services only at 3822 SUNRISE LN Damon, Tx. 77430

This permit for provisional water services only is valid and issued on November 15, 2025

Please contact the district if you have additional questions.

Kind Regards,

Mary Catherine Jones
BCFWSD#1
979-327-2728

water services completed
corrected address 12/27/25

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.28. **1/27/2026**

Appointment to Brazoria County Children's Protective Services Board

Approve the at large appointment of Layni Cade to the Brazoria County Children's Protective Services Board - Position 13 for the remainder of the unexpired term ending December 31, 2027.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.29. **1/27/2026**

Appointment to Brazoria County Children's Protective Services Board

Approve the at large appointment of Brandy Groth to the Brazoria County Children's Protective Services Board - Position 14 for a term beginning January 27, 2026 through December 31, 2028.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.30. **1/27/2026**

Appointment to Brazoria County Children's Protective Services Board

Approve at large appointment of Shana Kutac to the Brazoria County Children's Protective Services Board - Position 15 for a term beginning January 27, 2026 through December 31, 2028.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.31. **1/27/2026**

Overtime Report

Consideration and approval of the monthly overtime expense report covering the months of October, November and December, 2025.

BRAZORIA COUNTY MONTHLY OVERTIME EXPENSE REPORT

Overtime FY 2026	OT WAGES	OT HOURS	# OF CHECKS	
October, 2025	$541,482.17	9,895.38	2 Pay Checks	
November, 2025	$456,627.11	8,481.18	2 Pay Checks	
December, 2025	$357,680.01	6,713.32	2 Pay Checks	
January, 2026			3 Pay Checks	3 Payroll Checks in Month
February, 2026			2 Pay Checks	
March, 2026			2 Pay Checks	
April, 2026			2 Pay Checks	
May, 2026			2 Pay Checks	
June, 2026			2 Pay Checks	Memorial Day Beach OT
July, 2026			3 Pay Checks	3 Payroll Checks, July 4th Beach OT
August, 2026			2 Pay Checks	
September, 2026			2 Pay Checks	Labor Day Beach OT
Total YTD	$1,355,789.29	25,089.88		

Overtime History	Wages	Hours
2025	$4,367,890.04	92,701.20
2024	$4,847,714.80	108,778.41
2023	$3,067,604.65	69,780.60
2022	$2,642,017.73	62,521.41
2021	$1,518,681.88	34,467.52
2020	$1,552,787.67	37,843.93
2019	$2,158,486.24	57,263.63
2018	$1,919,206.56	52,174.47
2017	$1,645,203.89	45,757.26
2016	$1,514,900.11	43,343.88
2015	$1,241,630.35	37,107.39
2014	$799,741.64	25,326.59

Overtime History	Wages	Hours
2013	$577,614.68	19,255.54
2012	$608,954.25	20,246.53
2011	$711,033.42	24,252.77
2010	$634,728.21	21,979.28
2009	$851,997.65	29,658.22
2008	$1,061,077.42	39,418.97
2007	$968,740.18	38,855.64
2006	$774,784.02	32,855.64
2005	$647,554.26	28,521.22
2004	$607,631.19	26,878.65
2003	$274,632.33	11,768.79

Brazoria County
Overtime Report

For the date range 9/20/2025 Through 10/17/2025

Department				Position Nbr	OT Earnings	OT Hrs
19100	Indigent Defense			00001638	$109.61	2.00
		Department Total - 19100			$109.61	2.00
19300	District Attorney			00002220	$5,493.43	76.00
				00000254	$110.89	2.50
				00002253	$2,913.49	46.00
				00002137	$125.82	2.00
				00002211	$2,462.67	40.00
		Department Total - 19300			$11,106.30	166.50
30000	County Sheriff			00000498	$3,739.74	40.50
				00002241	$3,647.35	47.00
				00001517	$491.08	5.50
				00002151	$329.68	7.00
				00000540	$673.78	14.00
				00000043	$898.01	13.00
				00000591	$462.13	6.00
				00000553	$2,005.62	30.00
				00001582	$897.45	18.00
				00000594	$4,593.14	56.00
				00000494	$3,123.05	37.00
				00001867	$145.45	2.00
				00001586	$499.40	7.00
				00000511	$4,655.55	64.00
				00000592	$3,856.94	47.00
				00000588	$118.46	2.00
				00001084	$1,155.32	15.00
				00002006	$448.66	6.00
				00001083	$4,141.61	62.00
				00000610	$1,644.27	19.00
				00000492	$1,697.78	19.50
				00000422	$1,715.25	23.50
				00000510	$6,838.95	95.00
				00002280	$2,111.89	29.00
				00001512	$1,424.08	31.00

Department				Position Nbr	OT Earnings	OT Hrs
30000	County Sheriff			00000584	$996.20	29.00
				00000537	$2,609.00	39.00
				00000532	$1,863.47	28.00
				00001931	$3,001.17	40.00
				00000573	$1,972.87	38.33
				00001800	$6,526.97	87.00
				00000552	$368.76	6.00
				00000488	$1,365.97	21.00
				00002036	$2,991.02	52.00
				00000590	$2,754.54	45.00
				00000505	$4,804.27	72.00
				00001088	$871.54	13.00
				00000587	$1,481.31	25.00
				00001086	$1,227.68	19.00
				00001930	$2,697.28	37.00
				00001648	$488.04	8.00
				00000565	$1,339.45	27.00
				00000567	$976.33	19.00
				00000496	$3,278.24	49.00
				00000515	$427.73	7.00
				00001479	$1,038.45	22.00
				00002007	$1,356.91	21.00
				00000582	$922.64	25.95
				00000596	$2,461.62	38.00
				00000530	$1,957.74	33.00
				00000502	$2,009.05	31.00
				00002219	$2,372.52	35.50
				00001477	$2,855.73	44.00
				00000508	$2,246.00	30.00
				00000609	$3,138.21	47.00
				00000685	$2,789.58	43.00
				00002037	$3,085.26	52.00
				00000593	$1,299.45	26.50
				00000611	$734.17	12.00

Department				Position Nbr	OT Earnings	OT Hrs
30000	County Sheriff			00000583	$455.21	13.00
				00001393	$784.76	18.00
				00000518	$4,389.79	81.00
				00000522	$414.60	7.00
				00001961	$2,927.63	48.00
				00000501	$2,330.16	36.00
				00002035	$2,955.74	43.00
				00000357	$3,887.03	60.00
				00000493	$5,438.66	84.00
				00001514	$1,513.78	26.15
				00000570	$2,475.04	56.00
				00000547	$953.26	16.00
				00002271	$586.20	10.50
				00000563	$3,336.26	75.00
				00000112	$4,922.83	83.00
				00000481	$302.04	9.00
				00000491	$2,598.02	30.00
				00002038	$1,569.28	23.50
				00000588	$1,347.76	22.00
				00000529	$4,622.65	55.00
				00000595	$2,338.17	35.00
				00000576	$221.08	6.00
				00000503	$3,273.68	50.50
				00001471	$4,452.05	75.00
				00000523	$230.01	4.00
				00001475	$4,522.82	74.00
				00001099	$5,310.38	95.00
				00000546	$726.37	13.00
				00002182	$895.78	16.00
				00000549	$111.66	2.00
				00000603	$1,210.74	21.00
				00002169	$369.04	7.00
				00000538	$236.91	4.00
				00000548	$1,207.92	21.00

Department				Position Nbr	OT Earnings	OT Hrs
30000	County Sheriff			00000499	$390.25	6.00
				00001087	$1,422.46	22.00
				00001649	$474.72	8.00
				00000500	$2,981.88	46.00
				00000555	$3,054.50	42.00
				00002194	$839.19	15.00
				00000598	$788.50	21.00
				00000495	$4,050.04	49.50
				00000579	$379.07	11.80
				00000521	$2,645.81	46.00
				00000562	$3,450.83	60.00
				00000037	$460.03	8.00
				00000531	$3,075.35	55.00
				00000509	$4,799.38	66.00
				00000513	$1,721.65	31.00
				00002273	$2,352.61	42.00
				00001478	$3,454.75	60.00
				00000519	$2,261.78	40.50
				00000053	$2,452.55	58.00
				00002195	$1,340.38	24.00
				00001721	$223.93	4.00
				00000550	$1,898.76	34.00
				00000589	$3,350.52	60.00
				00001962	$787.83	12.00
				00000606	$2,385.64	44.00
				00000516	$2,121.62	38.00
				00001516	$1,497.88	27.00
				00000599	$1,405.46	38.00
				00002300	$3,166.99	55.00
				00000557	$2,761.31	49.00
				00001518	$2,039.35	53.00
				00002120	$3,105.54	54.00
				00000564	$984.25	25.00
				00000535	$1,842.53	33.00

Department				Position Nbr	OT Earnings	OT Hrs
30000	County Sheriff			00000607	$949.27	17.00
				00000605	$4,428.23	77.00
				00001868	$4,329.18	67.00
				00000545	$258.77	4.50
				00000504	$4,910.72	76.00
				00000608	$4,610.29	80.00
				00002238	$54.20	1.00
				00002239	$2,941.26	51.00
		Department Total - 30000			$286,990.38	4,649.23
30100	Animal Control			00002203	$898.80	27.00
				00002198	$1,281.24	35.00
				00002205	$1,766.14	50.40
				00002202	$367.91	10.50
				00002199	$1,143.79	34.75
		Department Total - 30100			$5,457.88	157.65
32100	Constable-Precinct 1			00001550	$475.45	11.00
				00001060	$684.06	9.00
				00002083	$443.93	7.00
				00001963	$891.35	15.00
				00001354	$1,021.15	14.00
				00002008	$962.92	16.50
				00001845	$641.41	12.00
				00002248	$2,537.50	45.00
		Department Total - 32100			$7,657.77	129.50
32200	Constable-Precinct 2			00001579	$845.40	19.00
				00002012	$995.58	19.00
				00002042	$193.91	6.00
				00001061	$843.75	10.00
				00001578	$1,455.88	20.00
		Department Total - 32200			$4,334.52	74.00
32300	Constable-Precinct 3			00002013	$763.55	14.00
				00001805	$1,268.77	19.50
				00001581	$266.20	6.00
				00001553	$3,062.06	52.00

Brazoria County
Overtime Report

For the date range 9/20/2025 Through 10/17/2025

Department				Position Nbr	OT Earnings	OT Hrs
32300	Constable-Precinct 3			00001580	$2,275.51	33.00
		Department Total - 32300			$7,636.09	124.50
32400	Constable-Precinct 4			00001063	$1,513.61	18.00
				00001853	$2,341.32	33.00
				00001551	$167.96	4.00
				00001806	$1,495.92	20.00
				00001583	$1,067.87	18.00
				00002122	$1,009.42	17.00
		Department Total - 32400			$7,596.10	110.00
34200	Fire Marshal			00002103	$580.72	8.25
				00002101	$686.53	10.91
				00002100	$64.82	1.25
		Department Total - 34200			$1,332.07	20.41
35000	Detention Center			00000351	$5,559.09	99.00
				00001607	$1,530.99	27.00
				00000466	$338.33	6.00
				00001109	$121.82	3.00
				00000402	$4,058.71	54.00
				00000332	$2,056.39	36.50
				00000369	$3,372.39	60.00
				00000438	$728.25	13.00
				00000468	$52.80	1.00
				00002213	$6,419.58	117.00
				00000342	$718.71	14.00
				00000463	$3,089.02	61.00
				00000475	$1,132.02	22.00
				00000431	$51.26	1.00
				00000454	$4,428.45	67.00
				00000394	$925.60	18.00
				00001590	$1,404.62	28.00
				00000366	$1,596.95	34.00
				00000478	$462.00	9.00
				00000399	$2,054.78	26.00
				00001602	$1,696.77	34.00

Department				Position Nbr	OT Earnings	OT Hrs
35000	Detention Center			00000331	$1,077.36	14.00
				00000401	$1,575.27	23.00
				00000456	$2,617.81	37.00
				00000328	$692.59	9.00
				00000455	$2,472.11	36.00
				00000421	$188.12	4.00
				00000368	$519.53	11.00
				00000439	$93.83	2.00
				00000440	$501.54	11.00
				00000349	$1,596.20	35.50
				00000360	$938.28	20.00
				00000401	$6,049.29	143.00
				00000423	$1,149.39	24.50
				00000457	$2,774.04	59.00
				00000388	$517.97	11.00
				00001663	$281.48	6.00
				00000347	$5,052.90	113.00
				00000358	$1,638.44	37.00
				00000427	$3,649.85	80.00
				00001604	$1,048.09	23.00
				00000445	$592.13	13.00
				00001597	$6,342.66	143.50
				00000380	$2,100.91	47.00
				00000443	$4,787.88	107.00
				00000363	$1,048.58	23.00
				00000476	$5,985.59	135.00
				00000409	$1,681.59	37.00
				00000435	$1,184.86	26.00
				00000442	$4,480.42	99.00
				00001598	$1,670.37	39.00
				00001595	$2,233.02	49.00
				00000430	$1,093.15	24.00
				00000407	$1,042.42	23.00
				00000343	$546.58	12.00

Department				Position Nbr	OT Earnings	OT Hrs
35000	Detention Center			00000447	$866.04	19.00
				00000345	$2,209.91	50.50
				00000465	$638.00	14.00
				00000367	$3,511.99	83.00
				00000437	$2,950.99	65.00
				00001589	$5,211.73	121.00
				00000413	$610.34	13.00
				00000480	$728.77	16.00
				00001116	$1,239.87	28.00
				00000336	$2,995.40	69.00
				00000374	$1,394.32	32.00
				00000350	$1,129.47	27.00
				00000390	$2,609.75	59.00
				00000411	$1,250.78	27.45
				00000365	$176.88	4.00
				00000359	$4,657.62	108.00
				00000376	$5,168.30	118.00
				00002276	$176.88	4.00
				00001105	$574.87	13.00
				00000414	$5,758.67	133.00
				00001591	$243.25	5.50
				00001600	$265.37	6.00
				00001593	$171.78	4.00
				00000471	$1,593.29	37.50
				00000428	$1,724.94	39.00
				00000361	$1,592.28	36.00
				00000406	$265.32	6.00
				00000479	$4,951.44	113.00
				00000434	$1,680.54	38.00
				00000397	$987.46	23.00
				00000416	$386.40	9.00
				00000404	$1,143.71	25.11
				00000451	$3,370.26	78.50
				00000389	$171.73	4.00

Department				Position Nbr	OT Earnings	OT Hrs
35000	Detention Center			00000473	$4,722.65	110.00
				00001588	$300.53	7.00
		Department Total - 35000			$178,454.31	3,752.56
36000	Juvenile Probation			00001011	$79.53	1.50
				00000638	$362.91	7.00
		Department Total - 36000			$442.44	8.50
56000	Parks			00001091	$2,032.11	34.00
				00000057	$1,560.00	52.00
				00000804	$1,575.46	29.00
				00001797	$284.35	8.00
				00000813	$293.51	6.50
				00002018	$1,140.35	29.00
				00001181	$759.65	18.00
				00000806	$622.62	12.50
				00001448	$677.05	16.62
				00000807	$1,573.75	30.00
				00000798	$2,484.23	50.75
				00001953	$1,653.89	48.00
				00001975	$4,811.23	90.00
				00000812	$1,116.12	29.46
				00000796	$2,469.21	52.00
				00001449	$116.40	3.88
				00000803	$104.44	2.73
				00001188	$300.00	10.00
				00000811	$717.44	14.25
				00001976	$573.84	15.00
				00000818	$353.62	10.00
				00001938	$323.48	9.50
				00002058	$1,200.00	40.00
				00000808	$1,785.41	43.50
				00000799	$456.66	14.00
				00001189	$513.00	18.00
		Department Total - 56000			$29,497.82	686.69

Department				*Position Nbr*	*OT Earnings*	*OT Hrs*
72000	RB Central Service Center			00000877	$165.45	2.50
				00000873	$254.71	4.00
				00000875	$432.10	7.00
		Department Total - 72000			$852.26	13.50
74000	RB West Service Center			00000961	$14.62	0.34
		Department Total - 74000			$14.62	0.34
Total					**$541,482.17**	**9,895.38**

Brazoria County
Overtime Report

For the date range 10/18/2025 Through 11/14/2025

Department				Position Nbr	OT Earnings	OT Hrs
19300	District Attorney			00002220	$6,944.80	95.00
				00002253	$1,683.39	26.00
				00002211	$1,694.40	27.00
		Department Total - 19300			$10,322.59	148.00
25000	Courthouses and Associated Bui			00000317	$153.03	2.90
		Department Total - 25000			$153.03	2.90
30000	County Sheriff			00000498	$2,402.60	26.00
				00002241	$3,153.39	40.50
				00001517	$1,664.69	18.50
				00002151	$188.81	4.00
				00000540	$201.25	4.00
				00000043	$485.60	7.00
				00000591	$2,638.67	34.00
				00000553	$2,279.13	34.00
				00001582	$3,267.29	65.00
				00000594	$2,056.55	25.00
				00001085	$73.37	1.00
				00000494	$677.26	8.00
				00000506	$1,205.75	15.50
				00002213	$2,021.63	31.00
				00000511	$904.50	12.00
				00000592	$2,877.83	35.00
				00001084	$698.55	9.00
				00002006	$1,128.70	15.00
				00001083	$6,829.13	102.00
				00000610	$1,132.30	13.00
				00000492	$1,219.32	14.00
				00000510	$2,920.09	40.00
				00002280	$2,190.30	30.00
				00001512	$1,013.67	21.50
				00000584	$48.08	1.33
				00000537	$1,877.25	28.00
				00000532	$2,745.04	41.00

Department				Position Nbr	OT Earnings	OT Hrs
30000	County Sheriff			00000573	$930.30	18.00
				00000488	$390.70	6.00
				00002036	$2,991.78	52.00
				00000590	$3,066.67	50.00
				00000505	$1,606.13	24.00
				00001088	$402.53	6.00
				00000587	$2,903.86	49.00
				00001086	$651.29	10.00
				00001930	$2,698.93	37.00
				00001648	$552.33	9.00
				00000565	$465.05	9.00
				00000567	$1,795.40	34.83
				00000496	$4,151.31	62.00
				00000515	$1,100.29	18.00
				00001479	$1,748.73	37.00
				00002007	$714.82	11.00
				00000582	$1,472.74	39.50
				00000596	$2,139.69	33.00
				00001932	$1,128.41	15.00
				00000530	$415.47	7.00
				00000502	$1,298.82	20.00
				00002219	$1,339.76	20.00
				00001477	$1,236.03	19.00
				00000609	$1,538.14	23.00
				00000685	$3,307.80	51.00
				00002037	$2,198.97	37.00
				00000593	$824.24	16.00
				00000611	$61.38	1.00
				00000583	$180.91	5.00
				00001393	$864.74	19.50
				00001961	$3,843.79	63.00
				00002035	$1,723.85	25.00
				00000357	$1,751.76	27.00
				00000493	$3,437.70	53.00

Department				Position Nbr	OT Earnings	OT Hrs
30000	County Sheriff			00001514	$1,795.15	31.00
				00000570	$2,701.59	59.00
				00000547	$357.98	6.00
				00000563	$366.88	8.00
				00000112	$2,552.97	43.00
				00000481	$243.98	6.75
				00000491	$2,434.44	28.00
				00001724	$2,797.41	50.00
				00002038	$1,406.23	21.00
				00000588	$551.78	9.00
				00000529	$1,849.47	22.00
				00000595	$1,406.09	21.00
				00000576	$243.75	6.00
				00000560	$173.44	3.00
				00000503	$3,345.06	51.50
				00001471	$2,973.88	50.00
				00001475	$857.23	14.00
				00001099	$2,686.80	48.00
				00000546	$558.76	10.00
				00002182	$811.84	14.50
				00000549	$502.89	9.00
				00000603	$836.13	14.50
				00002169	$896.16	17.00
				00000538	$654.65	11.00
				00000548	$2,013.89	35.00
				00000499	$910.38	14.00
				00001087	$646.63	10.00
				00001649	$178.64	3.00
				00000500	$1,429.51	22.00
				00000555	$245.71	4.00
				00000598	$774.96	18.00
				00000495	$1,556.55	19.00
				00000579	$443.98	13.00
				00000521	$690.32	12.00

30000	County Sheriff			00000562	$2,589.01	45.00
				00000037	$402.78	7.00
				00001722	$111.74	2.00
				00000531	$1,789.84	32.00
				00000509	$4,515.17	62.00
				00000513	$391.06	7.00
				00002273	$840.96	15.00
				00001478	$1,613.50	28.00
				00002121	$519.94	9.00
				00001476	$245.37	7.00
				00000519	$2,289.70	41.00
				00000053	$2,018.82	47.00
				00002195	$781.92	14.00
				00001721	$335.87	6.00
				00000550	$1,563.84	28.00
				00000589	$2,289.83	41.00
				00000606	$1,084.47	20.00
				00000516	$1,730.98	31.00
				00001516	$837.60	15.00
				00000599	$866.11	22.00
				00002300	$4,550.56	79.00
				00000557	$4,198.43	73.00
				00001518	$828.54	21.00
				00002120	$57.52	1.00
				00000534	$111.68	2.00
				00000564	$2,086.52	53.00
				00000535	$1,116.78	20.00
				00000054	$367.92	10.50
				00000607	$670.08	12.00
				00000605	$575.15	10.00
				00000545	$3,277.69	57.00
				00000504	$3,747.65	58.00
				00000608	$2,307.46	40.00
				00002238	$758.83	14.00
		Department Total - 30000			$196,203.52	3,214.91

Department				Position Nbr	OT Earnings	OT Hrs
30100	Animal Control			00002203	$595.48	17.00
				00002198	$1,207.47	32.50
				00002205	$1,401.98	40.00
				00002202	$1,436.62	41.00
				00002199	$1,003.24	29.50
		Department Total - 30100			$5,644.79	160.00
32100	Constable-Precinct 1			00001550	$1,070.12	24.00
				00001060	$2,786.64	33.00
				00002083	$380.61	6.00
				00001963	$1,592.92	26.00
				00002008	$836.00	14.00
				00001845	$2,061.01	33.66
				00002248	$1,675.63	29.00
		Department Total - 32100			$10,402.93	165.66
32200	Constable-Precinct 2			00001579	$1,097.98	24.00
				00002012	$954.45	16.00
				00002042	$470.04	13.00
		Department Total - 32200			$2,522.47	53.00
32300	Constable-Precinct 3			00002013	$349.24	6.00
				00001805	$750.37	11.50
				00001581	$798.39	18.00
				00001553	$2,854.77	46.50
				00001580	$3,135.25	43.00
		Department Total - 32300			$7,888.02	125.00
32400	Constable-Precinct 4			00001853	$426.82	6.00
				00001551	$258.48	6.00
				00001806	$1,426.61	19.00
				00002014	$159.29	2.67
		Department Total - 32400			$2,271.20	33.67
34200	Fire Marshal			00002103	$12.50	0.17
				00002101	$453.70	6.99
				00002100	$415.27	7.41
		Department Total - 34200			$881.47	14.57
35000	Detention Center			00000351	$3,276.54	58.00

Department				Position Nbr	OT Earnings	OT Hrs
35000	Detention Center			00000402	$2,863.42	38.00
				00000332	$733.40	13.00
				00000369	$4,505.59	80.00
				00002213	$2,596.99	46.00
				00000463	$670.82	13.00
				00000475	$2,932.24	57.00
				00000431	$1,758.64	34.00
				00000454	$4,997.83	72.50
				00000394	$2,939.48	57.00
				00001590	$855.82	17.00
				00000366	$4,414.80	94.00
				00000399	$3,509.22	44.00
				00001601	$402.78	8.00
				00000331	$155.04	2.00
				00000456	$3,328.89	47.00
				00000334	$11,488.04	167.50
				00000455	$5,561.66	81.00
				00000368	$1,134.10	24.00
				00000439	$991.53	21.00
				00000467	$942.60	20.00
				00000440	$1,049.55	23.00
				00000349	$1,836.57	39.00
				00000401	$4,899.59	93.00
				00000457	$2,217.83	47.00
				00000347	$6,802.20	149.00
				00000358	$1,817.51	41.00
				00000427	$685.62	15.00
				00001604	$1,458.96	32.00
				00000445	$2,006.00	44.00
				00001597	$4,239.15	93.00
				00000380	$1,970.23	43.00
				00000443	$3,288.99	72.00
				00000363	$775.08	17.00
				00000476	$6,071.94	133.00

Department				Position Nbr	OT Earnings	OT Hrs
35000	Detention Center			00000435	$1,458.96	32.00
				00000442	$4,660.93	102.00
				00001598	$3,248.74	71.00
				00001595	$1,686.67	37.00
				00000430	$1,003.10	22.00
				00000407	$911.68	20.00
				00000447	$2,233.33	49.00
				00000386	$2,253.38	48.00
				00000345	$1,438.37	31.50
				00000465	$820.46	18.00
				00000437	$455.84	10.00
				00001589	$4,209.94	95.00
				00000413	$563.42	12.00
				00000480	$1,185.16	26.00
				00001116	$1,951.80	44.00
				00000336	$2,566.18	58.00
				00000374	$929.07	21.00
				00000390	$4,556.35	103.00
				00000365	$442.44	10.00
				00000359	$3,191.78	72.00
				00000376	$5,927.56	134.00
				00002276	$1,681.08	38.00
				00001105	$1,820.74	41.00
				00000414	$6,556.00	148.00
				00000346	$2,084.13	47.00
				00001600	$1,061.85	24.00
				00001593	$730.25	17.00
				00000471	$3,604.63	81.50
				00000428	$2,874.82	65.00
				00000361	$486.53	11.00
				00000406	$154.82	3.50
				00000479	$2,325.80	52.50
				00000434	$442.32	10.00
				00000397	$687.21	16.00

Department				Position Nbr	OT Earnings	OT Hrs
35000	Detention Center			00000416	$1,974.92	46.00
				00000404	$1,503.09	33.00
				00000451	$3,992.79	93.00
				00000469	$1,330.93	31.00
				00000389	$3,262.92	76.00
				00000473	$2,747.73	64.00
				00001588	$4,465.05	104.00
		Department Total - 35000			$188,661.42	3,852.00
56000	Parks			00001091	$3,674.64	60.00
				00000057	$1,402.50	46.75
				00000804	$2,774.02	49.50
				00000813	$45.69	1.00
				00002018	$40.69	1.00
				00001181	$874.66	19.74
				00000806	$1,116.59	21.75
				00001448	$1,162.12	27.04
				00000807	$1,373.83	26.00
				00000815	$371.53	10.00
				00000798	$1,025.50	20.58
				00001953	$1,386.21	39.50
				00001975	$3,646.36	67.00
				00000812	$453.45	11.85
				00000796	$1,991.43	41.00
				00001449	$125.10	4.17
				00000803	$192.13	5.02
				00001188	$480.00	16.00
				00000811	$529.60	9.75
				00001976	$420.97	11.00
				00000818	$1,529.75	40.00
				00001938	$2,042.88	60.00
				00002058	$699.90	23.33
				00000808	$945.66	22.00
				00001189	$855.00	30.00
		Department Total - 56000			$29,160.21	663.98

Department				*Position Nbr*	*OT Earnings*	*OT Hrs*
71000	RB South Service Center			00000851	$329.56	7.00
		Department Total - 71000			$329.56	7.00
72000	RB Central Service Center			00000877	$369.41	5.50
				00000873	$391.32	6.00
				00000875	$411.45	6.50
				00000888	$51.54	1.00
				00000907	$43.19	1.00
				00000905	$292.81	7.00
		Department Total - 72000			$1,559.72	27.00
73000	RB North Service Center			00000922	$64.76	1.50
		Department Total - 73000			$64.76	1.50
74000	RB West Service Center			00000951	$33.22	0.66
				00000961	$416.14	9.66
				00000942	$112.06	1.67
		Department Total - 74000			$561.42	11.99
Total					**$456,627.11**	**8,481.18**

Brazoria County
Overtime Report

For the date range 11/15/2025 Through 12/12/2025

Department				Position Nbr	OT Earnings	OT Hrs
19300	District Attorney			00002220	$6,867.64	94.00
				00002253	$2,461.08	38.00
				00002211	$2,761.09	44.00
		Department Total - 19300			$12,089.81	176.00
25000	Courthouses and Associated Bui			00000322	$205.52	4.00
				00000317	$211.07	4.00
		Department Total - 25000			$416.59	8.00
30000	County Sheriff			00002151	$188.77	4.00
				00000591	$1,242.12	16.00
				00000553	$1,408.92	21.00
				00001582	$1,961.97	39.00
				00000594	$2,467.15	30.00
				00000494	$1,100.13	13.00
				00000506	$310.82	4.00
				00001867	$1,393.19	19.00
				00002213	$5,409.23	83.00
				00000511	$2,558.76	34.00
				00001084	$698.55	9.00
				00001083	$939.49	14.00
				00000610	$1,741.26	20.00
				00000422	$2,189.32	30.00
				00000510	$1,972.31	27.00
				00002280	$1,459.82	20.00
				00001512	$966.62	20.50
				00000584	$506.15	14.00
				00000537	$1,875.94	28.00
				00000532	$335.55	5.00
				00001931	$75.21	1.00
				00000573	$1,496.84	29.00
				00001800	$1,730.34	23.00
				00000552	$369.27	6.00
				00002036	$2,704.06	47.00
				00000590	$491.18	8.00

Department				Position Nbr	OT Earnings	OT Hrs
30000	County Sheriff			00000505	$2,473.55	37.00
				00000587	$474.22	8.00
				00001930	$2,842.89	39.00
				00001648	$368.36	6.00
				00000565	$826.92	16.00
				00000567	$2,373.16	46.00
				00000496	$1,406.88	21.00
				00001479	$756.58	16.00
				00000582	$410.21	11.00
				00000596	$259.48	4.00
				00001932	$902.69	12.00
				00000530	$534.15	9.00
				00000502	$1,298.82	20.00
				00002219	$1,807.94	27.00
				00001477	$1,560.32	24.00
				00000508	$1,198.24	16.00
				00000609	$468.39	7.00
				00000685	$5,707.77	88.00
				00000593	$2,418.71	47.00
				00000611	$368.14	6.00
				00000583	$325.64	9.00
				00001393	$975.69	22.00
				00000518	$3,470.85	62.00
				00001961	$2,562.75	42.00
				00002035	$1,240.80	18.00
				00000357	$584.37	9.00
				00000493	$3,438.38	53.00
				00001514	$927.78	16.00
				00000547	$2,084.56	35.00
				00000563	$2,107.56	46.00
				00000112	$3,088.31	52.00
				00000481	$126.51	3.50
				00001724	$2,518.47	45.00
				00002301	$1,010.13	20.33

Department				Position Nbr	OT Earnings	OT Hrs
30000	County Sheriff			00002038	$803.57	12.00
				00000588	$306.61	5.00
				00000529	$336.28	4.00
				00000595	$1,271.59	19.00
				00000576	$142.20	3.50
				00001471	$2,498.14	42.00
				00000523	$288.40	5.00
				00001475	$1,101.97	18.00
				00001099	$2,518.62	45.00
				00000549	$111.76	2.00
				00002169	$948.86	18.00
				00000538	$1,606.62	27.00
				00000548	$287.77	5.00
				00000499	$1,364.61	21.00
				00001087	$1,228.51	19.00
				00001649	$1,547.17	26.00
				00000500	$2,079.34	32.00
				00002194	$1,063.38	19.00
				00000598	$1,032.56	24.00
				00000495	$1,637.97	20.00
				00000579	$256.12	7.50
				00000562	$4,199.80	73.00
				00000037	$115.09	2.00
				00001722	$111.73	2.00
				00000531	$167.94	3.00
				00000509	$2,258.63	31.00
				00000513	$1,228.92	22.00
				00002121	$346.68	6.00
				00001476	$52.58	1.50
				00000519	$1,731.36	31.00
				00000053	$2,276.37	53.00
				00000550	$977.42	17.50
				00000589	$1,675.44	30.00
				00001126	$1,789.95	34.00

Department				Position Nbr	OT Earnings	OT Hrs
30000	County Sheriff			00000516	$1,395.99	25.00
				00002300	$3,744.40	65.00
				00000557	$287.58	5.00
				00001518	$1,577.83	40.00
				00002120	$115.03	2.00
				00000534	$111.68	2.00
				00001480	$264.36	5.00
				00000564	$1,417.32	36.00
				00001960	$4.62	0.08
				00000535	$1,675.14	30.00
				00000054	$858.46	24.50
				00000607	$111.68	2.00
				00000605	$1,150.29	20.00
				00000545	$632.54	11.00
				00000504	$1,163.06	18.00
				00001515	$867.23	16.00
				00000608	$2,019.29	35.00
				00002238	$758.83	14.00
				00002239	$1,899.80	33.00
		Department Total - 30000			$149,931.28	2,520.91
30100	Animal Control			00002203	$823.16	23.50
				00002198	$1,591.88	36.00
				00002205	$648.45	18.50
				00002202	$1,086.20	31.00
				00002199	$629.16	18.50
		Department Total - 30100			$4,778.85	127.50
32100	Constable-Precinct 1			00001060	$338.39	4.00
				00002083	$190.32	3.00
				00001963	$306.65	5.00
				00002248	$1,272.63	22.00
		Department Total - 32100			$2,107.99	34.00
32200	Constable-Precinct 2			00001579	$1,052.05	23.00
				00001552	$784.59	12.00
				00001804	$674.24	11.33

Department				Position Nbr	OT Earnings	OT Hrs
32200	Constable-Precinct 2			00002012	$1,310.33	22.00
				00002042	$542.34	15.00
				00001578	$1,238.82	17.00
		Department Total - 32200			$5,602.37	100.33
32300	Constable-Precinct 3			00002013	$931.18	16.00
				00001062	$1,270.79	15.00
				00001805	$685.19	10.50
				00001581	$354.86	8.00
				00001553	$2,455.14	40.00
				00001580	$2,734.82	37.50
		Department Total - 32300			$8,431.98	127.00
32400	Constable-Precinct 4			00001551	$473.89	11.00
				00001806	$901.36	12.00
				00001583	$237.84	4.00
				00002122	$653.34	11.00
				00002014	$357.85	6.00
		Department Total - 32400			$2,624.28	44.00
34200	Fire Marshal			00002103	$2,448.88	33.41
				00002101	$1,286.52	19.83
				00002100	$480.63	8.58
		Department Total - 34200			$4,216.03	61.82
35000	Detention Center			00001607	$1,361.33	24.00
				00000402	$3,840.53	51.00
				00000332	$1,296.72	23.00
				00000369	$3,155.62	56.00
				00000403	$71.23	1.00
				00000463	$3,659.19	71.00
				00000475	$514.80	10.00
				00000431	$518.40	10.00
				00000394	$2,995.25	58.00
				00001590	$1,609.47	32.00
				00000366	$2,066.56	44.00
				00000399	$3,509.22	44.00
				00001601	$1,407.21	28.00

Department				Position Nbr	OT Earnings	OT Hrs
35000	Detention Center			00001602	$1,696.77	34.00
				00000331	$155.04	2.00
				00000456	$992.89	14.00
				00000334	$2,024.70	29.50
				00000455	$3,365.43	49.00
				00000382	$91.83	2.00
				00000439	$944.37	20.00
				00000440	$821.46	18.00
				00000349	$1,271.61	27.00
				00000401	$6,196.33	93.00
				00000423	$946.62	20.00
				00000457	$1,603.57	34.00
				00000347	$6,574.69	144.00
				00000358	$487.99	11.00
				00000427	$2,284.27	50.00
				00001604	$638.32	14.00
				00001597	$3,282.11	72.00
				00000380	$1,030.57	22.50
				00000443	$2,764.04	60.50
				00000363	$683.91	15.00
				00000409	$592.73	13.00
				00000435	$3,236.56	71.00
				00000442	$3,844.17	84.00
				00001598	$4,391.35	96.00
				00001595	$3,191.02	70.00
				00000430	$455.96	10.00
				00000407	$455.96	10.00
				00000343	$1,003.00	22.00
				00000447	$1,002.76	22.00
				00000386	$1,361.38	29.00
				00000345	$730.88	16.00
				00000367	$2,349.88	53.00
				00000437	$1,002.76	22.00
				00001589	$3,679.25	83.00

Department				Position Nbr	OT Earnings	OT Hrs
35000	Detention Center			00001116	$1,574.84	35.50
				00000336	$1,947.10	44.00
				00000374	$1,283.26	29.00
				00000390	$3,494.84	79.00
				00000365	$1,106.03	25.00
				00000359	$975.67	22.00
				00000376	$4,335.27	98.00
				00001105	$1,199.65	27.00
				00000414	$6,201.90	140.00
				00001591	$331.84	7.50
				00000346	$3,212.68	72.50
				00001600	$442.44	10.00
				00000471	$2,565.72	58.00
				00000428	$2,565.72	58.00
				00000361	$751.94	17.00
				00000479	$1,993.75	45.00
				00000434	$442.32	10.00
				00000397	$2,061.30	48.00
				00000416	$1,073.33	25.00
				00000451	$515.20	12.00
				00000469	$42.93	1.00
				00000389	$2,404.26	56.00
				00000473	$2,575.99	60.00
				00001588	$2,490.12	58.00
		Department Total - 35000			$136,747.81	2,822.00
56000	Parks			00001091	$3,123.13	51.00
				00000057	$1,220.10	40.67
				00000804	$1,878.05	33.50
				00002018	$1,277.81	28.00
				00001181	$509.69	11.50
				00000806	$77.09	1.50
				00001448	$470.19	10.94
				00000807	$2,825.65	53.50
				00000798	$4,932.09	99.00

Department				*Position Nbr*	*OT Earnings*	*OT Hrs*
56000	Parks			00001953	$1,052.68	30.00
				00000817	$551.92	14.00
				00001975	$2,122.75	39.00
				00000812	$1,042.38	27.24
				00000796	$1,700.25	35.00
				00001449	$208.50	6.95
				00000803	$132.42	3.46
				00001188	$1,560.00	52.00
				00000811	$217.29	4.00
				00001976	$229.61	6.00
				00000818	$611.90	16.00
				00001938	$2,723.76	80.00
				00000808	$859.68	20.00
				00001189	$285.00	10.00
		Department Total - 56000			$29,611.94	673.26
72000	RB Central Service Center			00000877	$503.42	7.50
				00000873	$130.44	2.00
				00000875	$316.49	5.00
				00000907	$86.38	2.00
				00000905	$62.76	1.50
		Department Total - 72000			$1,099.49	18.00
73000	RB North Service Center			00000922	$21.59	0.50
		Department Total - 73000			$21.59	0.50
Total					**$357,680.01**	**6,713.32**

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.32. **1/27/2026**

State and Local Cyber Security Grant Program Resolution

Approve and support the attached Resolution authorizing acceptance of the State and Local Cyber Security Program FY 2027 - Brazoria County Mitigation Project.

County Judge is hereby authorized to sign any documents relating to the Grant after final review by the District Attorney's Office.

RESOLUTION

STATE AND LOCAL CYBER SECURITY GRANT PROGRAM FY 2027

GRANT PROGRAM NUMBER 5748901

WHEREAS, The Brazoria County Commissioners Court finds it in the best interest of the citizens of Brazoria County, that the Brazoria County Mitigation Project be operated for the FY 2027; and

WHEREAS, Brazoria County Commissioners Court agrees to provide applicable matching funds for the said project as required by the State and Local Cyber Security Grant Program grant application; and

WHEREAS, Brazoria County Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, Brazoria County Commissioners Court assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, Brazoria County Commissioners Court designates the County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, Brazoria County Commissioners Court designates the County Auditor as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Brazoria County Commissioners Court approves submission of the grant application for the Brazoria County Mitigation Project to the Office of the Governor.

Grant Number 5748901

PASSED and APPROVED this the 27th day January, 2026.

_____

Brazoria County Judge

L. M. "Matt" Sebesta, Jr.

_____

Commissioner, Precinct 1

Jay Burridge

_____

Commissioner, Precinct 2

Ryan Cade

_____

Commissioner, Precinct 3

Stacy L. Adams

_____

Commissioner, Precinct 4

David Linder

RESOLUTION

STATE AND LOCAL CYBER SECURITY GRANT PROGRAM FY 2027

GRANT PROGRAM NUMBER 5748901

WHEREAS, The Brazoria County Commissioners Court finds it in the best interest of the citizens of Brazoria County, that the Brazoria County Mitigation Project be operated for the FY 2027; and

WHEREAS, Brazoria County Commissioners Court agrees to provide applicable matching funds for the said project as required by the State and Local Cyber Security Grant Program grant application; and

WHEREAS, Brazoria County Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, Brazoria County Commissioners Court assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, Brazoria County Commissioners Court designates the County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, Brazoria County Commissioners Court designates the County Auditor as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Brazoria County Commissioners Court approves submission of the grant application for the Brazoria County Mitigation Project to the Office of the Governor.

Grant Number 5748901

PASSED and APPROVED this the 27th day January, 2026.

Brazoria County Judge

L. M. "Matt" Sebesta, Jr.

Commissioner, Precinct 1

Jay Burridge

Commissioner, Precinct 2

Ryan Cade

Commissioner, Precinct 3

Stacy L. Adams

Commissioner, Precinct 4

David Linder

Office of the Governor
Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form

Entity Name: Brazoria County	**Date:** January 27, 2026
Agency/Department Name: Brazoria County	
Name of Chief Executive Officer: L. M. "Matt" Sebesta Jr.	
Name of Head of Law Enforcement Agency: Leonard "Bo" Stallman	

Certification Required by CEO and Head of Law Enforcement Agency

In our respective capacities as chief executive officer of Brazoria County ("Grantee") and as head of Brazoria County Sheriff's Office ("Agency"), we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2027 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2027 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency's receipt or DHS's issuance of detainer requests, or in any way limits or restricts Grantee's and Agency's full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would:
(1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); or (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

Signature
Chief Executive Officer for Grantee

Signature
Head of Agency

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.33. **1/27/2026**

Juvenile Justice Youth Diversion Grant Program FY 2027 Resolution

Approve and support the attached Resolution authorizing acceptance of the Juvenile Justice and Youth Diversion Grant Program FY 2027.

County Judge is hereby authorized to sign any documents relating to the Grant after final review by the District Attorney's Office.

RESOLUTION

JUVENILE JUSTICE YOUTH DIVERSION GRANT PROGRAM FY 2027

GRANT PROGRAM NUMBER 5719301

WHEREAS, The Brazoria County Commissioners Court finds it in the best interest of the citizens of Brazoria County, that the Project G.R.O.W. (Guidance, Responsibility, Opportunity, Wellness) be operated for the FY2027; and

WHEREAS, Brazoria County Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, Brazoria County assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, Brazoria County Commissioners Court designates the County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, Brazoria County Commissioners Court designates the County Auditor as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Brazoria County Commissioners Court approves submission of the grant application for the Project G.R.O.W. (Guidance, Responsibility, Opportunity, Wellness) to the Office of the Governor.

Grant Number 5719301

PASSED and APPROVED this the 27th day January, 2026.

_____

Brazoria County Judge

L. M. "Matt" Sebesta, Jr.

_____

Commissioner, Precinct 1

Jay Burridge

_____

Commissioner, Precinct 2

Ryan Cade

_____

Commissioner, Precinct 3

Stacy L. Adams

_____

Commissioner, Precinct 4

David Linder

RESOLUTION

JUVENILE JUSTICE YOUTH DIVERSION GRANT PROGRAM FY 2027

GRANT PROGRAM NUMBER 5719301

WHEREAS, The Brazoria County Commissioners Court finds it in the best interest of the citizens of Brazoria County, that the Project G.R.O.W. (Guidance, Responsibility, Opportunity, Wellness) be operated for the FY2027; and

WHEREAS, Brazoria County Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, Brazoria County assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, Brazoria County Commissioners Court designates the County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, Brazoria County Commissioners Court designates the County Auditor as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Brazoria County Commissioners Court approves submission of the grant application for the Project G.R.O.W. (Guidance, Responsibility, Opportunity, Wellness) to the Office of the Governor.

Grant Number 5719301

PASSED and APPROVED this the 27th day January, 2026.

Brazoria County Judge

L. M. "Matt" Sebesta, Jr.

Commissioner, Precinct 1

Jay Burridge

Commissioner, Precinct 2

Ryan Cade

Commissioner, Precinct 3

Stacy L. Adams

STATE OF TEXAS
COUNTY OF BRAZORIA

Commissioner, Precinct 4

David Linder

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.34. **1/27/2026**

Brazoria County Connectivity Program for Education Terms

Request that the court accept the revised user agreement for the Brazoria County Connectivity Program for library patrons borrowing Wi-Fi hotspots.

Brazoria County Connectivity Program for Education – Wireless Hotspot Terms and Conditions

By using the wireless hotspot device and associated internet connectivity provided under the Connectivity Program for Education ("Program"), the Eligible User (or the Student's legal guardian, as applicable) agrees to the following terms and conditions:

1. Indemnification

The Eligible User agrees to indemnify, defend, and hold harmless Brazoria County, its officers, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees and costs) arising out of or in any way connected with the use or misuse of the wireless hotspot device or internet connectivity provided under this Program.

2. Prohibited Activities

The wireless hotspot is intended for educational use. The wireless hotspot and internet connectivity may not be used for any unlawful, harmful, or inappropriate activities. This includes, but is not limited to:

- Accessing or distributing illegal content;
- Engaging in cyberbullying, harassment, or threats;
- Attempting to gain unauthorized access to systems or networks;
- Violating intellectual property rights.

Any such use may result in termination of access to the Program and potential legal consequences.

3. Content Filtering

All internet traffic is subject to MyLAN or Child Content Block content filtering from the service provider, which is designed to restrict access to inappropriate or non-educational content. Users should be aware that access to certain websites or services may be blocked or limited in accordance with applicable policies.

4. Video Streaming Limitations

To ensure equitable access and network performance, video streaming is limited to standard definition (SD). High-definition (HD) or ultra-high-definition (UHD) streaming may be restricted or throttled.

5. Service Disclaimer

The wireless internet connectivity enabled by the Qualified Services and Qualified Device is provided "as is" without warranties of any kind. AT&T and T-Mobile make no representations

or warranties regarding the availability, reliability, or performance of the service and shall have no responsibility or liability for the Eligible User's use of such connectivity.

6. Third-Party Beneficiary

AT&T and T-Mobile are expressly designated as third-party beneficiaries of these Terms and Conditions. They are entitled to all rights and benefits afforded to Brazoria County under these terms as if they were direct parties to this agreement.

7. Reimbursement for Hotspot Device

The Eligible User shall reimburse Brazoria County for the full replacement cost of the hotspot device in the event that the device is damaged, destroyed, lost, or not returned to Brazoria County upon request or at the conclusion of the usage period. The determination of damage or destruction shall be at the sole discretion of Brazoria County.

Acknowledgment

☐ I acknowledge that I have read, understood, and agree to the above Terms and Conditions for use of the wireless hotspot provided under the Brazoria County Connectivity Program for Education.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.35. **1/27/2026**

Brazoria County Library Advisory Board Member Appointments

Approve the following reappointments to the Brazoria County Library Advisory Board:

1. Monica Flores to represent the Alvin Branch
2. Lisa Greak to represent the Clute Branch
3. Mary Myers to represent the Lake Jackson Branch
4. Heather Campo to represent the Pearland, Tom Reid Branch

Terms of the above appointments are effective immediately and end on December 31, 2028.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.36. **1/27/2026**

New Pavilion Rental Rates

The Parks Department seeks approval of the following rental rates for the newly installed King Mackerel Pavilion at San Luis Pass County Park:

- Pavilion Rental per day - $95.00 for in-county residents
- Pavilion Rental per day - $125.00 for out-of-county residents
- Outdoor Kitchen Rental Deposit - $100.00 required refundable cleanup deposit
- Outdoor Kitchen Rental per day - $75.00 flat fee (no discount)

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.37. **1/27/2026**

Parks Board Appointments

Approve the following reappointments to the Parks Board:

1. Justin Faul
2. Rebeca More Hay
3. Walter Branson

Terms of the above appointments are effective immediately and end on February 1, 2028.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.38. **1/27/2026**

Dude Payne Event Center Rental Terms

The Brazoria County Commissioners Court approves, subject to final approval from the District Attorney's Office - Civil Division, the attached "Dude Payne Event Center Application & Rental Agreement, which establishes the procedure and fees by which the public may reserve and rent the Dude Payne Event Center.

Further, that the Parks Director be authorized to sign related documents on behalf of Brazoria County, after review and approval by the District Attorney's Office - Civil Division.

Further, that a certified copy be sent to Brazoria County Parks Department.

Brazoria County Parks Department

Dude Payne Event Center Application & Rental Agreement

For additional details, specific set up information, call Emily Bridwell at 979-864-2311

Today's Date	_____	Event Date	_____
Name	_____	Home Phone	_____
Organization	_____	Cell Phone	_____
Mailing Address	_____	Email	_____
	_____		
Event Type	_____	Start Time:	_____
# of Guests	_____	End Time:	_____

Seating Capacity Max: ***208***
Banquet Hall Max Occupancy Capacity: ***284***
Parking Max Capacity: ***103*** *+* ***5*** *Accessible spaces*

Rental Fees:

- **Weekend Rental Fee** (Friday – Sunday):
  8:00 am – 12:00 am: **$2,500**
- **Weekday Rental Fee** (Monday – Thursday):
  8:00 am – 12:00 am: **$1,000**

Fee Breakdown:

	Weekend	Weekday	Weekday Evening	Cleaning Deposit*
Rental Fee of Banquet Hall	**$2500**	**$1000**		**$500**
Full Commercial Kitchen** (Optional)	**$500**	**$500**	**$500**	
Non-Profit Banquet Hall Rental Fee	**$500**	**$150**	**$250**	**$250**
Rental Fee of Exhibit Hall***	**$1000**	**$1000**	**$1000**	

*Refundable as discussed below
**Walkthrough orientation required for equipment usage
***Includes park staff member present on site for entire event.

Payment Information:

- **Payment Methods Accepted**: Check, Cash, Money Order or Credit Card (with 3% convenience fee).
- **Deposit** is due at time of reservation.
- **Full Rental Fee** is due 60 days in advance of event.

Renter's Signature_____ **Date**_____

Brazoria County Parks Department

RENTAL AGREEMENT RULES OF RESERVATION

_____ 1. **No verbal discussions or oral agreements** regarding the use of the facilities shall be valid. This contract constitutes the entire agreement between Renter and Brazoria County Parks Department regarding the rental use of the property and supersedes all prior discussions and agreements, whether oral or written.

_____ 2. Renters must **be twenty-one (21) years of age**.

_____ 3. The Renter shall be responsible for ensuring that the facility is cleaned and returned to its original condition no later than time specified on the Application. The facility must be cleaned and vacated by 12:00 am (Midnight) before the building closes.

_____4. The cleaning and damage deposit will be returned upon the Renter cleaning the facility and returned to its original condition. Unsatisfactory/poor conditions will result in forfeiture of rental deposit.

_____5. **No Smoking** is permitted inside any indoor rental facilities.

_____6. All litter (inside and outside of the facility), must be disposed of in the receptacles provided. The renter is responsible for keeping the grounds clean during their event.

_____7. **No materials** may be nailed, pinned, tacked or fastened to the walls or ceiling.

_____8. **No confetti, glitter, rice or loose flower petals** are permitted.

_____9. All food and personal items must be removed from refrigerator, warmers, and cabinets prior to the end of the rental period. Ensure that food warmers are unplugged and cleaned before leaving.

_____10. All lights and water faucets must be turned off before leaving.

_____11. County is not responsible for any items left in the building.

_____12. Any damages or losses must be reported to the Parks Staff and may result in forfeiture of rental deposit.

_____13. Brazoria County Parks Department offers ice at its rental facilities as a courtesy. If the ice machines are inoperable, the renter is responsible for providing any necessary ice.

_____14. The renter agrees to comply with these rules in order to receive deposit refund. Any damages or necessary repairs to restore the facility to its original condition will incur charges against the Renter. Renter will be Responsible for all additional charges even if those charges exceed the amount of the deposit.

_____15. If the event is designated as a “Private” Party or Dance, the renter is granted permission to use the facility with the understanding that the event will be limited to organization members and invited guests only. No cover or admission charges will be permitted, and the general public will be excluded. All applicable rules and regulations regarding the Texas Alcoholic Beverage Commission (TABC) must be followed, and a TABC license may be required.

_____ 16. The balance of the rental fee must be paid in full at least 60 days prior to the rental date.

_____ 17. Cancellations made within 45 days of event will result in forfeiture of security deposit.

_____ 18. Cancellations made within 30 days of the rental date may result in the forfeiture of full deposit and, 50% of the rental fee, if the Parks Department cannot rent the venue to another party.

_____ 19. No Pets are permitted.

_____ 20. TABC regulations must be followed if alcohol is served or sold at the event.

_____ 21. Alcohol may not be served, consumed or possessed on the rental premises unless prior written permission is given by the Parks Department. If alcohol is to be present, the renter is responsible for notifying Parks staff at least 30 days prior to the event date.

_____ 22. Security on the leased premises during the term of this Rental Agreement shall be the responsibility and expense of Renter and shall be provided as follows:

A. If alcoholic beverages are consumed, it is mandatory that law enforcement officer(s) be present during the event. The contact for security is the Brazoria County Sheriff's Office: Brandon Turner: (979) 525-3251; brandont@brazoriacountytx.gov or the Sheriff's designated representative. Constables' Offices: Precinct 1 (979) 388-2710, Precinct 2 (281) 756-2491, Precinct 3 (281) 997-9777, Precinct 4 (979) 345-2115.

B. Below are the specific requirements for the number of officers who must be present.

Events of 501(c)(3) entities up to 200 attendees, two law enforcement officers are required. (Max Capacity 208).

All other entities/events: one officer with attendance of up to 50 people; two officers required for attendance 51 - 99 people; three officers required for attendance 100 - 149 people; four officers required for attendance 150 - 199+ people.

C. If hosting an Auction/Benefit, two officers are required for security due to monetary value of auction items.

_____ 23. ADVERTISING Renter is expressly forbidden from making any statements, press releases, advertisements, or other actions that would in any way create the impression that the activities to be performed are sponsored by or are the activities of County. At the request of the County, any such advertising shall include a statement to the effect that Brazoria County and the Brazoria County Parks Department do not sponsor such activity. The County reserves the right to review event advertisement prior to publication. The County has full discretion to decide if any advertising is inappropriate for display on County property, or if it does not comply with the sited stipulations. All requested changes must be made prior to being displayed.

Brazoria County Parks Department

_____ 24. County reserves the right to cancel a reservation in the event that the event hall needs to be utilized for emergency services personnel. IE; Shelter for natural disaster evacuees, distribution center for supplies for those affected by natural disaster, or other such occurrences. In such instances, a full refund will be issued to Renter.

_____ 25. Renters Insurance- If more than 50 attendees are expected at an event, the renter shall provide proof of Commercial General Event Liability insurance in the amount of at least $500,000. The Certificate of Insurance must be received no later than 10 days prior to the event date. Failure to provide proof of Insurance as required will result in Cancellation of Rental Agreement and result in denial of use of County Facilities.

Brazoria County Parks Department

Dude Payne Event Center Setup Info

Rental Date: _____ Number of guests expected: _____

Day of the Week: _____ Event Time - From: _____To: _____

Caterer: _____

Chairs (208) # _____ Round Tables (26-60in) # _____ Rectangular Tables (5-6ft) #_____

Additional Items When Available:

___ Sound System (No Charge) ___ Screen (No Charge)

___ Podium ($15) ___ Microphone ($15)

___ Overflow Parking at SFA park

Alcoholic Agreement Options:

_____1. **No Alcohol on premises**

_____2. **Alcohol on Premises** (Proof of off-duty officers required and Proof of Compliance / TABC regulations)

Renter's Signature_____ Date_____

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.39. **1/27/2026**

Amend Court Order I.10 Dated 12/9/2025 Award RFSQ #25-59 Qualifications for a Contractor Pool for Residential Home Elevations and or Reconstruction

Approval to amend Court Order I.9 dated December 9, 2025 “Award RFSQ #25-59 Qualifications for a Contractor Pool for Residential Home Elevations and or Reconstruction for FEMA Harvey Disaster Funding Recipients” to correct an awarded vendor’s name.

Awarded vendor name should read Byrdson Services, LLC dba Excello Homes.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.10. **12/9/2025**

Award RFSQ #25-59 Qualifications for a Contractor Pool for Residential Home Elevations and or Reconstruction

Upon recommendation of the evaluation committee, award “RFSQ #25-59 Qualifications for a Contractor Pool for Residential Home Elevations and or Reconstruction for FEMA Harvey Disaster Funding Recipients” to the highest ranked vendors per the attached summary, who submitted the best offer meeting our specifications and scope of work.

In addition, services will utilize funding from the FEMA Harvey Disaster Funding Program.

Further, that the County Judge is authorized to sign any documents or amendments related to this agreement; and that the final documents be authorized to attach to the Minutes.

CSP #25-59 Award Summary

A total of five hundred and thirty-eight (538) vendors were notified of the solicitation, which was posted in the Bonfire electronic procurement portal, as well as posted on the Electronic Business Daily (ESBD) website and advertised in the Facts. There were seventy-three (73) document takers resulting in 9 (9) submissions, with one (1) elimination.

Per the recommendation of the evaluation committee, award "RFSQ #25-59 Qualifications for a Contractor Pool for Residential Home Elevations and or Reconstruction for FEMA Harvey Disaster Funding Recipients" to the highest ranked vendors, as shown below, who submitted a best offer meeting our specifications and scope of work.

In addition, United Pro Constructions LLC of Sugar Land, Texas was eliminated as they did not submit the required Attachment B Vendor Response.

Elevation
James W. Turner Construction, Ltd of Tomball, Texas
DSW Homes, LLC of Friendswood, Texas
Comal Design Group of Katy, Texas

Reconstruction
Ducky Recovery, LLC of Harahan, Louisianna
DSW Homes, LLC of Friendswood, Texas
ARES Construction, LLC of Baytown, Texas
Brydson Services, LLC dba Excello Homes of Beaumont, Texas

Evaluation committee:

Joe Ripple, Floodplain Director
Gerald Hendrick, Construction Manager
Haley Leeper, Auditing Office
Natasha Stulberg, Purchasing (non-voting member)

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.40. **1/27/2026**

Sell Surplus Vehicles and Equipment

Approval to sell surplus vehicles and equipment via on-line auction through GovDeals of Montgomery, Alabama utilizing the BuyBoard Purchasing cooperative contract #708-23 as per the attached forms.

BRAZORIA COUNTY
DISPOSAL OF COUNTY PROPERTY

Date **08/14/2025**

Department: **JUVENILE** Dept #: **36000** Fund: **10000**

TYPE OF ASSET:

Track Asset ($2,000-$4,999) ____ General Property ____

Capital Asset ($5,000+) ____

TYPE OF TRANSACTION:

Disposal via Auction XX Disposal via Trash____

Disposal via Sale (non-Auction) ____ Non-Profit _____

Entity Name _____ Disposal via Scrap ____

Dollar Amount _____ Scrap Yard _____

Disposal via Trade-In ____

Vendor _____

Dollar Amount _____

GRANT: *(complete if Grant purchased item. Attach all Grant paperwork)*

Grant Name _____

Grant approval to dispose Yes ____ No ____

State/Federal Funds: Yes____ No_____

Comments:_____

_____

_____

Completed By: _Lance Gardner_____ Date: _09/03/2025_____

Department Head: Kyle Teat Date: 9.3.2025
Signature

Item Description (year, make, model, color)	Serial or VIN #	Equip #	PeopleSoft Asset ID #	Condition/Defects
2009 FORD VAN, WHITE	1FBNE31L69DA37601			Battery issues
2010 CHEVROLET IMPALA, WHITE	2G1WA5EK0A1222003			Battery Issues
2011 FORD VAN, WHITE	1FBNEBL3BDA70463			Battery consistently does not keep charge

SEND ORIGINAL TO PURCHASING
RETAIN A COPY FOR YOUR RECORDS

Item Description (year, make, model, color)	**Serial or VIN #**	**Equip #**	**PeopleSoft Asset ID #**	**Condition/Defects**
2009 DODGE D1500 PICKUP	1D3HB13PX9J527201			Battery issues
2008 CHEVROLET IMPALA, WHITE	2G1WB58KX81208046			Continuously breaks down while driving. Soileau's says they can't repair.
2011 CHEVROLET IMPALA, WHITE	2G1WF5EK7B1223670			Windshield leak & Mildew in the car & Battery issues
2011 FORD EXPEDITION, WHITE	1FMJU1F5XBEF19026			Back of the vehicle is busted out. Also, the back door is smashed in.
2010 FORD VAN WHITE	1FBNE3BSXADA67789			Has no air conditioning

SEND ORIGINAL TO PURCHASING
RETAIN A COPY FOR YOUR RECORDS

BRAZORIA COUNTY
DISPOSAL OF COUNTY PROPERTY

Date: 9/29/2025

Department: Facilities Management Dept #: 25000 Fund: 10000

TYPE OF ASSET:

Track Asset ($2,000-$4,999) ____ General Property ____

Capital Asset ($5,000+) ____

TYPE OF TRANSACTION:

Disposal via Auction XX Disposal via Trash____

Disposal via Sale (non-Auction) ____ Non-Profit _____

Entity Name _____ Disposal via Scrap ____

Dollar Amount _____ Scrap Yard _____

Disposal via Trade-In ____

Vendor _____

Dollar Amount _____

GRANT: *(complete if Grant purchased item. Attach all Grant paperwork)*

Grant Name _____

Grant approval to dispose Yes ____ No ____

State/Federal Funds: Yes____ No_____

Comments:_____

_____

_____

Completed By: Cindy Harang Date: 9/29/2025

Department Head: Willie L. Lang Date: 9-29-25
Signature

Item Description (year, make, model, color)	Serial or VIN #	Equip #	PeopleSoft Asset ID #	Condition/Defects
2009 Ford F250 White	1FTNF20SX9EA 28464	54		Used
2009 Ford F250 White	1FTNF20519EA 28465	55		Used
2009 Chevrolet Express Van White	1GCGG25C79 1145274	56		Used

SEND ORIGINAL TO PURCHASING
RETAIN A COPY FOR YOUR RECORDS

Vehicle Inspection Form

#54

Inventory ID:	Asset Number:	Fair Market Value:

Short Description:
Year 2009 Make Ford Model F250

VIN: 1FTNF205X9EA28464 **Title:** ☐ Clean Title ☐ Salvage Title ☐ No Title ☐ Court Documents Only ☐ SF97 Form ☐ Other

Odometer: 146,067 ☑ Miles ☐ Kilometers ☐ Hours **Odometer Accurate?** ☑ Yes ☐ No ☐ Unknown

Long Description:

This Vehicle: ☐ Starts ☑ Starts with a Boost & ☑ Runs/Drivable ☑ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: ____L, V____ ☑ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☑ Runs ☐ Needs repair ☐ is in unknown condition

Repairs needed: Tires, battery + terminals

This vehicle was maintained every 5000 ☐ Days ☐ Hours ☑ Miles/Kilometers

Date Removed from Service: _____ Maintenance Records: ☐ Available ☐ Not Available For Inspection

Transmission: ☑ Automatic ☐ Manual ____Speed Condition: ☑ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed: _____

Drivetrain: ☑ 2 Wheel Drive ☐ 4 Wheel Drive Condition: Good

Exterior: Color: White Windows: ☑ No Cracked Glass ☐ Cracked _____

Minor: ☑ Dents ☑ Scratches ☐ Dings Tire Condition: Fair Tread: Fair #Flat ____ Hubcaps # 4

Major Damage to: _____

Additional Damage: some rust

Decals: ☐ None ☐ Have Been Sprayed or ☑ Have been Removed & ☐ Impressions Remain ☐ No impressions

Emergency equip: ☐ None ☐ Has been removed & ☐ There are holes in the exterior ☐ There are no holes

Interior: Color Grey ☑ Cloth ☐ Vinyl ☐ Leather

Damage to Seats: Worn

Damage to Dash/Floor: Worn

Radio: ☑ Stock or ☐ Brand & Model: Ford F-250 ☐ AM ☑ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD

AC Condition: ☑ Cold ☐ Unknown ☐ No AC Air Bags: ☑ Driver's Side ☑ Dual

☐ Cruise Control ☑ Tilt Steering ☐ Remote Mirrors ☐ Climate Control

Power: ☑ Steering ☑ Windows ☑ Door Locks ☐ Seats

Additional Equipment: _____

Manufacturer L Ford Model F-250 Serial # _____

☐ Tool Box ☐ Light Bar ☑ Ladder Rack ☐ Utility Body: Brand_____ ☑ Hitch: Type_____

Location of Asset: Maintence

#55

Vehicle Inspection Form

Inventory ID:	Asset Number:	Fair Market Value:

Short Description:
Year 2009 Make Ford Model F250

VIN: 1FTNF20519EA28465 **Title:** ☑ Clean Title ☐ Salvage Title ☐ No Title ☐ Court Documents Only ☐ SF97 Form ☐ Other

Odometer: 132738 ☑ Miles ☐ Kilometers ☐ Hours **Odometer Accurate?** ☐ Yes ☐ No ☐ Unknown

Long Description:

This Vehicle: ☐ Starts ☑ Starts with a Boost & ☑ Runs/Drivable ☑ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: ___ L, V 8 ☑ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☑ Runs ☑ Needs repair ☐ is in unknown condition

Repairs needed: Needs battery, Tires

This vehicle was maintained every 5,000 ☐ Days ☐ Hours ☑ Miles/Kilometers

Date Removed from Service: 3/6/25 Maintenance Records: ☑ Available ☐ Not Available For Inspection

Transmission: ☑ Automatic ☐ Manual ___ Speed Condition: ☑ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed:

Drivetrain: ☑ 2 Wheel Drive ☐ 4 Wheel Drive Condition: Fair

Exterior: Color: White Windows: ☑ No Cracked Glass ☑ Cracked

Minor: ☐ Dents ☑ Scratches ☐ Dings Tire Condition: Needs Tires Tread: ___ #Flat ___ Hubcaps # 4 ☑

Major Damage to:

Additional Damage: Some Rust

Decals: ☐ None ☐ Have Been Sprayed or ☐ Have been Removed & ☐ Impressions Remain ☐ No impressions

Emergency equip: ☐ None ☐ Has been removed & ☐ There are holes in the exterior ☐ There are no holes

Interior: Color Gray ☑ Cloth ☐ Vinyl ☐ Leather

Damage to Seats: Holes

Damage to Dash/Floor: ~~Good~~ Worn

Radio: ☑ Stock or ☐ Brand & Model: F-250 Ford ☐ AM ☑ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD

AC Condition: ☑ Cold ☐ Unknown ☐ No AC Air Bags: ☑ Driver's Side ☐ Dual

☑ Cruise Control ☑ Tilt Steering ☐ Remote Mirrors ☑ Climate Control

Power: ☑ Steering ☑ Windows ☑ Door Locks ☐ Seats

Additional Equipment: Lift gate (Rawson / Koening bed)

Manufacturer ___ Model ___ Serial # ___

☐ Tool Box ☐ Light Bar ☑ Ladder Rack ☐ Utility Body: Brand ___ ☑ Hitch: Type ___

Location of Asset: Maintance

#56

Vehicle Inspection Form

Inventory ID:	Asset Number:	Fair Market Value:

Short Description:
Year 2009 Make Chevrolet Model Express Van

VIN: 1GCGG25C791145276 **Title:** ☐ Clean Title ☐ Salvage Title ☐ No Title ☐ Court Documents Only ☐ SF97 Form ☐ Other

Odometer: _____ ☐ Miles ☐ Kilometers ☐ Hours **Odometer Accurate?** ☐ Yes ☐ No ☐ Unknown

Long Description:

This Vehicle: ☐ Starts ☑ Starts with a Boost & ☑ Runs/Drivable ☑ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: ____L, V_____ ☑ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☑ Runs ☐ Needs repair ☐ is in unknown condition

Repairs needed: _____

This vehicle was maintained every _____ ☐ Days ☐ Hours ☐ Miles/Kilometers

Date Removed from Service: _____ Maintenance Records: ☐ Available ☐ Not Available For Inspection

Transmission: ☑ Automatic ☐ Manual ___Speed Condition: ☑ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed: _____

Drivetrain: ☑ 2 Wheel Drive ☐ 4 Wheel Drive Condition: _____

Exterior: Color: White Windows: ☑ No Cracked Glass ☑ Cracked Front Windshield

Minor: ☑ Dents ☑ Scratches ☑ Dings Tire Condition: Fair Tread: 1/2 #Flat _____ Hubcaps # 4

Major Damage to: Paint

Additional Damage: Right side middle door handle

Decals: ☑ None ☐ Have Been Sprayed or ☑ Have been Removed & ☑ Impressions Remain ☐ No impressions

Emergency equip: ☐ None ☐ Has been removed & ☐ There are holes in the exterior ☐ There are no holes

Interior: Color Grey ☑ Cloth ☑ Vinyl ☐ Leather

Damage to Seats: Fair

Damage to Dash/Floor: Fair

Radio: ☑ Stock or ☐ Brand & Model: _____ ☐ AM ☑ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD

AC Condition: ☑ Cold ☐ Unknown ☐ No AC Air Bags: ☑ Driver's Side ☐ Dual

☑ Cruise Control ☑ Tilt Steering ☐ Remote Mirrors ☐ Climate Control

Power: ☑ Steering ☑ Windows ☑ Door Locks ☑ Seats

Additional Equipment: Roof Rack

Manufacturer _____ Model _____ Serial # _____

☐ Tool Box ☐ Light Bar ☑ Ladder Rack ☐ Utility Body: Brand_____ ☐ Hitch: Type_____

Location of Asset: _____

thankyou

FOR YOUR AUCTION PURCHASE!

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BRAZORIA COUNTY
PURCHASING DEPARTMENT

BRAZORIA COUNTY
DISPOSAL OF COUNTY PROPERTY

Date: 5-9-2024

Department: FairGrounds Dept #: 57000 Fund: 1000

TYPE OF ASSET:

Track Asset ($2,000-$4,999) ☐ General Property ☐

Capital Asset ($5,000+) ☑

TYPE OF TRANSACTION:

Disposal via Auction ☑ Disposal via Donation ☐

Disposal via Sale (non-Auction) ☐ Non-Profit _____

Entity Name _____ Disposal via Scrap ☐

Dollar Amount _____ Scrap Yard _____

Disposal via Trade-In ☐

Vendor _____

Dollar Amount _____

GRANT: *(complete if Grant purchased item. Attach all Grant paperwork)*

Grant Name _____

Grant approval to dispose Yes ☐ No ☐

Comments: _____

Completed By: Randall Rhyne Date: 8-12-2025

Department Head Randall Rhyne Date: 8-12-2025
Signature

Item Description (year, make, model, color)	Serial or VIN #	Equip #	PeopleSoft Asset ID #	Condition/Defects
#1 JOHN DEERE BACKHOE/LOADER	T0310DB774818	960875		NOT RUNNING, 30+ years old

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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.41. **1/27/2026**

Transfer of Equipment

Approve the transfer of equipment from the North Service Center to the Parks Department as per the attached transfer form.

BRAZORIA COUNTY
TRANSFER OF COUNTY PROPERTY

Date: _____01/05/2026 _____

Transfer From: _____North Service Center_____ Dept #:73000
_____ Fund: _____

Transfer To: _Parks Department_____ Dept #: 56000_____
Fund: _____

TYPE OF ASSET:

General Property ____

Track Asset ($2,000-$4,999) ____

Capital Asset ($5,000+) __x__

Comments:_____

_____

_____

Completed By: _Robert Franks_____ Date: 01/05/2026_____

Department Head X _____ Date: _____
Signature

Please fill in the property/equipment information below.

Item Description (year, make, model, color)	**Serial or VIN #**	**Equip #**	**PeopleSoft Asset ID #**	**Condition/Defects**
1998 Case 580L Backhoe	JJE238871	3227	2459	
1998 Kubtoa m4700 tractor	M47021421	3215	2650	
Mower Deck Bright orange				Rusted out and replaced with new metal and has no identifying numbers.

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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.42. **1/27/2026**

Change Order No. 3 for ITB #21-73 Gas and Diesel

Approve a price increase for “ITB #21-73 Gasoline and Diesel” to Petroleum Traders Corporation of Fort Wayne, Indiana as it pertains to the Superfund Tax for oil and petroleum products.

Effective January 1, 2026, the Hazardous Substance Superfund Trust Tax (aka “Federal Superfund Fee Recovery”) tax of $0.00405 was increased to $0.004285 cts/gal due to the annual adjustment for inflation.

Further, the increase will utilize funds from the departments approved Fiscal Year 2026 budget.

OPIS
A DOW JONES COMPANY

Oil Spill Tax and Superfund Supplier List

Please note: While we don't adjust for the OLSTF or Superfund, we continually update our supplier list. Please check back for updates.

Important Update: 2026 Superfund Fees and Supplier Invoicing Practices

Effective January 1, 2026, the Federal Superfund fee is $0.18 per barrel ($0.004285 per gallon) and is subject to annual inflation adjustments. Please note that the Oil Spill Liability Trust Fund (OSLTF) fee expires on December 31, 2025.

Suppliers utilize different methods for reflecting these fees on invoices:

- **Separate Line Items:** Clearly identifying the tax as a distinct charge.
- **Inclusive Pricing:** Incorporating the fee directly into the posted product price without a separate

LEARN MORE +

Please Note: While OPIS does not adjust its price assessments for the OSLTF or Superfund fees, we continually monitor and update our supplier list to reflect their current practices. Refer to the list below for specific details.

CONTACT US
FIND A PRODUCT

Last updated: January 1, 2026.

Supplier List: Tax Reflected as a Separate Line Item

- American Ref
- Apex
- Bayside
- Benchmark
- Big West
- BP Oil
- Calumet
- Cenex/CHS
- Center
- Chevron/Texaco
- Colonial Oil
- CountryMark
- CVR Supply & Trading
- Dead River
- DKTS/Delek
- Flint Hills Resources
- Flyers
- G4 Energy
- Graham
- MPC-XOM
- Murphy
- Musket
- New England Petro
- Noco
- Northville
- Patriot Fuels
- PBF Energy
- Petro Diamond
- Placid
- PMR/PMR-XOM
- PSX
- PWI-Gulf
- Sapp Brothers
- SeaPort Sound
- Shell Oil
- Shell-Mot/76-Mot
- Sinclair Oil

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- Growmark
- Gulf Oil
- HTP Energy
- Huguenot
- Husky
- Hunt Refining
- Inland Fuel Terminals
- Kern Oil
- Lucknow
- Marathon
- McCall
- Monroe Energy
- Motiva
- MPC-ARCO
- MPC-Shell
- MPC-TSO

CONTACT US

FIND A PRODUCT

- Sprague Energy
- Sunoco/S. R. & M.
- Suncor Energy USA
- Tartan Oil
- United Energy Plus Terminals
- United Metro
- United Refining
- US Energy
- U.S. Oil and Refining
- Valero
- Vitol
- World Fuel
- Wyoming Refining
- XOM

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Supplier List: Tax Reflected in Price

- Buckeye
- Hartford
- Irving Oil
- JD Streett
- Maples (MGC)
- Petrocom

Based on observed supplier notifications, this is a sampling of product breakdown with associated fee per gallon:

Product	Superfund Price per Gallon
Clear Gas and Diesel	$0.00429 per gallon
10% Ethanol Blends	$0.00286 per gallon

15% Ethanol Blends	$0.00364 per gallon
75% Ethanol Blends	$0.00107 per gallon
80% Ethanol Blends	$0.00086 per gallon
85% Ethanol Blends	$0.00064 per gallon
2% Biodiesel Blends	$0.00420 per gallon
5% Biodiesel Blends	$0.00407 per gallon
10% Biodiesel Blends	$0.00386 per gallon
15% Biodiesel Blends	$0.00364 per gallon
20% Biodiesel Blends	$0.00343 per gallon

CONTACT US
FIND A PRODUCT

WHO WE HELP

- Refiners & Suppliers
- Wholesalers & Jobbers
- Retailers
- Traders
- NGL & Petrochemical Companies
- Transportation
- Municipalities
- Financial Institutions

COMMODITIES

- Refined Fuels
- Gasoline
- Diesel
- Jet Fuel
- LPG/NGL
- Refinery Feedstocks
- Chemicals
- Petrochemicals
- Renewable Fuels
- Carbon

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Crude Oil

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Oil Spill Liability Tax Basics 2020 Update

OPIS Rack Prices

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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.43. **1/27/2026**

Donation of Surplus Furniture and Miscellaneous Items

Per Local Government Code §263.152, approve the donation of surplus furniture and miscellaneous items to the following Brazoria County 501(3)(c) organization listed below:

- Brazoria County Fire Fighters Association of Angleton, TX

BRAZORIA COUNTY
DISPOSAL OF COUNTY PROPERTY

Date: 1/14/26

Department: Purchasing Dept #: _____ Fund: _____

TYPE OF ASSET:

Track Asset ($2,000-$4,999) ☐ General Property ☐

Capital Asset ($5,000+) ☐

TYPE OF TRANSACTION:

Disposal via Auction ☐ Disposal via Donation ☑

Disposal via Sale (non-Auction) ☐ Non-Profit Brazoria County Fire Fighters Association of Angleton, TX

Entity Name _____ Disposal via Scrap ☐

Dollar Amount _____ Scrap Yard _____

Disposal via Trade-In ☐

Vendor _____

Dollar Amount _____

GRANT: *(complete if Grant purchased item. Attach all Grant paperwork)*

Grant Name _____

Grant approval to dispose Yes ☐ No ☐

Comments: _____

_____

_____

Completed By: Kathy Lambright Date: 1/14/26

Department Head _____ Date: _____
Signature

Item Description (year, make, model, color)	**Serial or VIN #**	**Equip #**	**PeopleSoft Asset ID #**	**Condition/Defects**
Multiple Desk about 30				
expired law books				
Broken chairs				
Misc Broken Furniture pictures				

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Brazoria County Firefighters Association

EIN: 55-0880739 | Angleton, Texas, United States

Other Names

BRAZORIA COUNTY FIRE FIGHTERS ASSOC

BRAZORIA COUNTY FIRE FIGHTERS ASSOCIATION

BRAZORIA-FORT BEND COUNTY FIRE SERVICE INSTRUCTORS ASSOCIATION

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Auto-Revocation List

Organizations whose federal tax exempt status was automatically revoked for not filing a Form 990-series return or notice for three consecutive years.
Important note: Just because an organization appears on this list, it does not mean the organization is currently revoked, as they may have been reinstated.

Exemption Type: 501(c)(3)

Exemption Reinstatement Date:

Revocation Date: 05-15-2012

Revocation Posting Date: 07-08-2013

Copies of Returns (990, 990-EZ, 990-PF, 990-

T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

- **Tax Year 2022 Form 990**
- **Tax Year 2021 Form 990**
- **Tax Year 2020 Form 990**
- **Tax Year 2019 Form 990**
- **Tax Year 2018 Form 990**
- **Tax Year 2017 Form 990**
- **Tax Year 2016 Form 990**
- **Tax Year 2015 Form 990EZ**
- **Tax Year 2014 Form 990EZ**

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.44. **1/27/2026**

Amend Court Order I.7. Dated March 11, 2025 Advertise Request for Proposals for Employee Health Benefits

Approval to amend Court Order I.7 dated March 11, 2025 “Advertise Request for Proposals for Employee Health Benefits” to change the funding year to fiscal year 2026 budget.

In addition, update the evaluation committee to remove County Judge L.M. “Matt” Sebesta Jr. and add Jay Burridge, Commissioner Precinct 1, at the recommendation of Human Resources.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.7. **3/11/2025**

Advertise Request for Proposals for Employee Health Benefits

Approval to advertise Request for Proposals for “Employee Health Benefits” for the Human Resources Department which has been determined by the Purchasing Agent to be the procurement method to use that is in the best interest of the County.

In addition, the procurement will utilize County funds from the departments approved fiscal year 2025 budget.

Further, appoint a committee to review the proposal submittals from the persons shown below, their designee, or other persons as determined by the Court.

County Judge L.M. “Matt” Sebesta Jr., County Judge
Stacy Adams, Commissioner Precinct 3
Chad Ward, Assistant Chief JPO BCJJD
Lt. Stephen Bailey, Sheriff’s Office
Joyce Hudman, County Clerk
Tiffany Helmintoller, Benefits Advocate
Brooklyn Moody, Benefits Specialist

Holly Fox, Human Resources, Director (non-voting member)
Melissa Henken, Human Resources, Assistant Director (non-voting member)
Purchasing Designee (non-voting member)

Corrected Date (fiscal year 2025 budget)

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.45. **1/27/2026**

Change Order No. 2 RFSQ #24-36 Master Plan for the Sheriff's Office

Approve Change Order No. 2 for "RFSQ #24-36 Master Plan for the Sheriff's Office" in the amount of $39,999.00 to AECOM of Houston, Texas, per the attached proposal.

Additionally, the change order was to accommodate a request for a detailed alternative phasing approach and will be paid for utilizing fund 52100 (2018 Certificates of Obligation).

Further, that the County Judge be authorized to sign any documents or amendments related to this agreement; and that the final documents be authorized to attach to the minutes.

AECOM

Brazoria County Sheriff's Office Master Plan

Change Order 2 – Option 2 Alternative Phasing

January 15, 2026

Delivering a better world

January 15, 2026

Ms. Susan Serrano
Brazoria County Purchasing
451 N. Velasco, Suite 100
Angleton, Texas 77515

Re: Change Order 2 – Option 2 Alternative Phasing

Dear Ms. Serrano,

Per your request, based on our discussions on 12/16, we are pleased to submit this request for additional services for the Brazoria County master plan Option 2 alternative phasing for the **Brazoria County Sheriff's office Master Plan** project, located at 3602 County Rd 45, Angleton, TX 77515. The Terms and Conditions of this proposal are based on the current project contract, I.19 10-22-24 24-36 Master Plan SO PSA fully executed final AECOM R1, dated November 11, 2024.

Scope of Services

AECOM proposes providing professional services according to the attached **Exhibit A.** There is an anticipated change to the project schedule as described below. As part of this additional service, the scope of work consists of the following:

- Option 2 alternative phasing (AECOM) Planning, Scheduling and Cost Estimating

AECOM will develop up to two alternative phasing and implementation strategies for the previously created Option 2 of the Brazoria County Sheriff's Office Master Plan (pictured in aerial isometric below). These alternative phasing strategies will use the following base logic to develop a more detailed phasing plan:

- Prioritize male housing in phase 1 (keep female housing for a later phase)
- Create a phase 1 that is within a range of ~$400-$500 million

AECOM will create the following work to describe and support this alternative Option 2 phasing strategy:

- Option 2 alternative phasing cost estimate report including a cashflow bar chart (cost loaded schedule) and cost estimate backup
- Revised plan and isometric drawings across scales two (Zoom into main buildings) and three (Building scale) representing the phasing and final condition at the same and consistent graphic level as the originally delivered options
- Addition of the above stated work in summary to the final report as a revised version
- One trip for Roger Lichtman to travel to Brazoria County to meet in-person with County commissioners at individual meetings across 1-2 day(s) to present this alternative Option 2 phasing and cost estimate.
- Option 2 alternative phasing operational cost model bar chart based on the alternative implementation timeline of various square feet and its subsequent maintenance cost

AECOM anticipates completing this work across a period of performance of 3 weeks. One draft will be created, presented to BCSO, feedback will be provided by BCSO, and AECOM will revise the alternative phasing for Option 2 into a final deliverable.

DRAFT

Compensation for Professional Services

AECOM will provide professional services on with a lump sum not to exceed fee of as indicated in the table below for Basic Services and Add-Alternate Services. Invoices shall be issued monthly on a lump sum percent complete basis.

Phase	Hours	Fee
Change Order #2 Option 2 Phasing		
AECOM Labor	204	$33,928
Travel Expenses (AECOM)		$2,000
Subtotal	**204**	**$35,928**
AECOM Profit @ 12%	12%	$4,071
Total	**204**	**$39,999**

Sincerely,

AECOM Technical Services, Inc.

Alex Acemyan, AIA
Associate Vice President, Managing Principal
832-289-1391
alex.acemyan@aecom.com



Isometric view of Option 2 from the Brazoria County Sheriff's Master Plan when fully implemented

Alex Acemyan
Principal in Charge
M: 832-289-1391
E: alex.acemyan @aecom.com

AECOM
800 Gessner Rd Suite 1200
Houston, TX 77024
aecom.com

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.19. **10/22/2024**

Award RFSQ #24-36 Master Plan for the Sheriff's Office Campus

At the recommendation of the evaluation committee, award "RFSQ #24-36 Master Plan for the Sheriff's Office Campus" to the highest ranked firm, AECOM of Houston, Texas, who submitted the best evaluated and negotiated offer, in the amount of $1,120,000.00, per the attached proposal.

In addition, the project will utilize fund 52100 (2018 Certificate of Obligation).

Further, the County Judge be authorized to sign any and all documents necessary to execute the Professional Services Agreement on behalf of the County.

RFSQ# 24-36 Award Summary

A total of ten thousand eighty-two (10082) vendors were notified of our solicitation which was posted in our Bonfire electronic procurement portal as well as advertised in The Facts and the Electronic State Business Daily (EBSD) website. There were one hundred and fifty-one (151) document takers resulting in six (6) responsive submissions.

Upon recommendation of the evaluation committee, award "RFSQ #24-36 Master Plan for the Sheriff's Office Campus", to the highest ranked firm, AECOM of Houston, Texas, who submitted the best evaluated and negotiated offer, in the amount of $1,120,000.00.

In addition, the project will utilize funds from the United States Treasury American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF).

Evaluation Committee

Ian Patin, Chief Deputy Sheriff's Office

Matt Hanks, County Engineer

Chad Jones, Facility Superintendent/Lieutenant Sheriff's Office

Kaysie Stewart, County Auditor

Wayne Williams, Captain Sheriff's Office

Stacy Adams- Commissioner Pct. 3

Susan Serrano, Purchasing (non-voting member)

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.46. **1/27/2026**

Treasurer’s Monthly Cash and Investment Report for Toll Road Funds for October 2025

Approve the Treasurer’s Monthly Cash and Investment Report for Toll Road Funds for October 2025. It is further requested a certified copy of this court order be returned to the County Treasurer. This report will be published on the County website.

ANGELA DEES, CIO
BRAZORIA COUNTY TREASURER
111 E. Locust, Room 305 Angleton, Texas 77515-4654
979-864-1353 FAX 979-864-1680

Attached is the Monthly Treasurer's Report submitted by Angela Dees, Brazoria County Treasurer for funds of the **Brazoria County Toll Road Authority**, Brazoria County as Agent, for the month of **October 2025** and reflects total cash and other assets in the custody of the County Treasurer at month end to be:

$79,502,709.35.

The report contains:

Bank Account Activity and Interest Report
Pledged Securities Management Report
Investment Portfolio Report
Investment Interest Earned Report
U.S. Bank, Trustee Investment Market Value Summary Report
Texas Class Investment Pool Report
TexPool Investment Pool Report

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORTS ARE TRUE AND CORRECT."

Angela Dees, CIO
Brazoria County Treasurer

Brazoria County Toll Road Authority Bank Account Activity and Interest Report for October 2025

Account	Beginning Bank Balance 10/1/25	Deposits and Other Credits Received	Checks and Other Debits Disbursed	Ending Bank Balance 10/31/25	Monthly Interest Earned	Interest Rate
FIRST NATIONAL BANK OF LAKE JACKSON						
Brazoria County Toll Road Authority O&M	29,764,877.76	1,364,541.18	582,974.56	31,712,393.50	17185.31	2.66
Brazoria County Toll Road Authority Construction	12,429,779.96	2,004,871.83	1,292,994.54	15,727,646.33	4871.83	2.66
Brazoria County Toll Road Authority FM 518	56,372.78	136.47	0.00	56,509.25	136.47	2.66
Brazoria County Toll Road Authority Debt	4,513,138.22	553,860.31	412,895.84	5,479,894.37	960.31	2.66
First National Bank of Lake Jackson Totals	**34,122,004.53**	**3,923,409.79**	**2,288,864.94**	**40,334,279.26**	**23,153.92**	

Total balance of all accounts at First National Bank of Lake Jackson as of last day of month **40,334,279.26**

I certify that to the best of my knowledge the above is the true and correct cash balance remaining in the Treasurer's custody.

Angela Dees, CIO
Brazoria County Treasurer

ANGELA DEES, CIO
BRAZORIA COUNTY TREASURER
111 E. Locust, Room 305 Angleton, Texas 77515-4654
979-864-1353 FAX 979-864-1680

Attached is a copy of the management reports for the securities that were pledged to **Brazoria County Toll Road Authority,** Brazoria County as Agent, by First National Bank of Lake Jackson for the month of **October 2025**.

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORT IS TRUE AND CORRECT."

Angela Dees, CIO
Brazoria County Treasurer

Safekeeping Code / Location	Cusip / Trans#	Description / Maturity / FAS 115	Prerefund	Pool / Coupon	Moody / StdPoor	Original Face / Pledged Percent	Pledged Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
FHLB	31418D5R9	FNMA Pool #MA4455		MA4455		$2,500,000.00	$2,500,000.00	$1,694,262.22	$1,712,792.02	$1,514,958.45
	623726202108170	9/1/2036		1.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	31418DXQ0	FNMA Pool #MA4286		MA4286		$3,000,000.00	$1,500,000.00	$1,007,906.51	$1,020,855.80	$859,905.52
	596565202102231	3/1/2041		1.500		50.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	31418DR87	FNMA Pool #MA4110		MA4110		$2,000,000.00	$2,000,000.00	$1,134,559.58	$1,167,744.36	$923,259.20
	566731202008111	8/1/2050		2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
	3 MBS - Fixed Rate						$6,000,000.00	$3,836,728.31	$3,901,392.18	$3,298,123.17
FHLB	31347A6M1	FHLMC Pool #840876		840876		$10,360,000.00	$10,360,000.00	$1,169,322.11	$1,167,905.83	$1,203,594.94
	676296202208051	11/1/2046		6.710		100.00%				
FEDERAL HOME LOAN BANK		AFS								
	1 MBS - Variable Rate						$10,360,000.00	$1,169,322.11	$1,167,905.83	$1,203,594.94
FHLB	3137AXSF1	FHR 4153 KG				$2,000,000.00	$2,000,000.00	$208,010.28	$209,598.56	$191,958.27
	306044201301250	8/15/2042		2.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136ADMJ5	FNR 2013-30 AB				$2,300,000.00	$2,300,000.00	$273,164.38	$270,198.91	$257,612.18
	359939201406240	1/25/2043		2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136AFPT5	FNR 2013-75 PD				$1,050,000.00	$1,050,000.00	$168,984.67	$170,835.26	$161,164.03
	359834201406231	4/25/2043		3.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137BSK69	FHR 4623 H				$2,500,000.00	$2,500,000.00	$736,236.88	$736,943.29	$693,306.47
	452990201612200	11/15/2044		2.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137BRMP7	FHR 4604 DC				$2,500,000.00	$2,500,000.00	$278,549.58	$280,802.42	$254,506.38
	442471201608291	1/15/2046		2.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								

** If no data is shown, then there are no pledges for the current period.

Safekeeping Code / Location	Cusip / Trans#	Description / Maturity / FAS 115	Prerefund	Pool / Coupon	Moody / StdPoor	Original Face / Pledged Percent	Pledged Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
FHLB	3137BPGS2	FHR 4585 QD				$2,500,000.00	$2,500,000.00	$211,164.93	$214,019.21	$190,791.82
	437156201606240	4/15/2046		3.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137BSTN3	FHR 4629 QG				$2,500,000.00	$2,500,000.00	$248,736.25	$248,396.12	$219,143.75
	451324201611301	11/15/2046		2.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137BWU77	FHR 4663 PK				$2,000,000.00	$2,000,000.00	$202,591.34	$200,462.94	$171,424.16
	466698201706230	3/15/2047		2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136AWBB2	FNR 2017-25 QD				$2,000,000.00	$2,000,000.00	$260,608.78	$259,267.24	$223,654.95
	461678201704171	4/25/2047		2.250		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137BXZG0	FHR 4682 LC				$2,000,000.00	$2,000,000.00	$217,001.76	$216,571.44	$190,356.20
	464936201705301	5/15/2047		2.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136B0LE4	FNR 2018-5 JP				$3,000,000.00	$3,000,000.00	$180,146.40	$180,116.93	$170,291.29
	485282201801301	9/25/2047		3.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136B22Q4	FNR 2018-62 PG				$2,150,000.00	$2,150,000.00	$246,860.16	$246,634.59	$224,651.66
	510582201902270	10/25/2047		3.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136B0V45	FNR 2018-6 PA				$2,200,000.00	$2,200,000.00	$248,222.30	$246,557.14	$221,866.73
	507962201901141	2/25/2048		3.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137FFAM9	FHR 5071 MP				$2,150,000.00	$2,150,000.00	$1,352,707.22	$1,347,974.78	$1,133,452.32
	620483202107261	11/25/2049		1.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136BBWU2	FNR 2020-62 PA				$2,500,000.00	$2,500,000.00	$1,615,877.35	$1,664,914.12	$1,290,714.51
	570109202008311	9/25/2050		2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								

** If no data is shown, then there are no pledges for the current period.

Safekeeping Code / Location	Cusip / Trans#	Description / Maturity / FAS 115	Prerefund	Pool / Coupon	Moody / StdPoor	Original Face / Pledged Percent	Pledged Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
FHLB FEDERAL HOME LOAN BANK	3136BHZ28 623728202108170	FNR 2021-45 JG 7/25/2051 AFS		2.000		$2,000,000.00 100.00%	$2,000,000.00	$1,518,146.82	$1,545,370.95	$1,245,587.09
16 CMOs - Fixed Rate							$35,350,000.00	$7,967,009.10	$8,038,663.90	$6,840,481.81
Total Pledged 20 To: BCTR BRAZORIA COUNTY TOLL ROAD AUTHORITY							$51,710,000.00	$12,973,059.52	$13,107,961.91	$11,342,199.92

$0.00	Munis with Maturity Under 2 Years	$0.00	Other securities with Stated Maturity Under 2 Years
$0.00	Munis with Maturity Over 2 Years	$12,973,059.52	Other securities with Stated Maturity Over 2 Years

** If no data is shown, then there are no pledges for the current period.

Brazoria County Toll Road Authority Portfolio Report for October 2025

Current Date: 10/31/2025

Descr	Type	CUSIP	Coupon	Settle Date	Maturity Date	Next Call Date	Purch Price	Purch Cost	Book Value	Mkt Price	Mkt Value	Days to Mat	Interest Earned
TexPool	LGIP		4.142				100.00	10,423,105.20	10,423,105.20	100.00	10,423,105.20	1	36,536.77
Texas Class	LGIP		4.275				100.00	28,598,456.04	28,598,456.04	100.00	28,598,456.04	1	109,958.69
US Bank	Cash		4.040				100.00	146,868.85	146,868.85	100.00	146,868.85	1	1,116.05
Depository	Cash		3.020				100.00	40,334,279.26	40,334,279.26	100.00	40,334,279.26	1	23,153.92
								79,502,709.35	**79,502,709.35**		**79,502,709.35**		**170,765.43**

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023 and complies with the Investment Strategy of Brazoria County's Investment Policy and I certify that to the best of my knowledge the above is true and correct.

Angela Dees, CIO
Brazoria County Treasurer

Monthly Interest Earned for BCTRA for Fiscal Year 2026

	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Annual Earned
BANK	23,153.92																
Texpool	36,536.77																
Texas Class	109,958.69																
US Bank	1,116.05																
Total Per Month	170,765.43																

I certify that to the best of my knowledge the above is true and correct.

Angela Dees, CIO
Brazoria County Treasurer

BCTRA Quarterly Interest Rates Comparison by Quarter FY25																	
	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Ann Avg
BANK	2.66%																
TEXPOOL	4.14%																
TEXAS CLASS	4.28%																

Brazoria County Toll Road Authority US Bank Activity and Interest Report for October 2025

Fund	Beginning Balance 10/1/25	Credits	Debits	Interest Earned	Ending Balance 10/31/25	Avg. Yield	Expected Maturity	Mark to Mkt 10/31/25
Brazoria County Toll Road	145,752.80	412,895.84	-412895.84	1,116.05	146,868.85	4.040	11/1/2025	146,868.85
US Bank Totals	**145,752.80**	**412,895.84**	**-412895.84**	**1,116.05**	**146,868.85**			**146,868.85**

Brazoria County Toll Road Authority Texas Class Activity and Interest Report for October 2025

Fund	Beginning Balance 10/1/25	Credits	Debits	Interest Earned	Ending Balance 10/31/25	Avg. Yield	Expected Maturity	Mark to Mkt 10/31/2024
Toll Road Funds Construction	2,133.28			7.75	2,141.03	4.275	11/1/2025	2,141.03
Toll Road Funds O & M	12,609,227.72			45,863.34	12,655,091.06	4.275	11/1/2025	12,655,091.06
BCTRA LMTD REV BD 2024	17,877,136.35		(2,000,000.00)	64,087.60	15,941,223.95	4.275	11/1/2025	15,941,223.95
Texas Class Totals	**30,488,497.35**	**0.00**	**(2,000,000.00)**	**109,958.69**	**28,598,456.04**			**28,598,456.04**

Brazoria County Toll Road Authority Texpool Activity and Interest Report for October 2025

Fund	Beginning Balance 10/1/25	Credits	Debits	Interest Earned	Ending Balance 10/31/25	Avg. Yield	Expected Maturity	Mark to Mkt 10/31/25
Toll Road Funds Construction	0.00				0.00	4.142	11/1/2025	0.00
Toll Road Funds O & M	10,386,568.43	0.00	0.00	36,536.77	10,423,105.20	4.142	11/1/2025	10,423,105.20
Texpool Totals	**10,386,568.43**	**0.00**	-	**36,536.77**	**10,423,105.20**			**10,423,105.20**

BRAZORIA COUNTY TOLL ROAD AUTHORITY

Limited Contract Tax and Subordinate Lien Toll Road Revenue Refunding Bonds

Series 2020

Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT	Estimated Monthly Installment Due to US BANK
2025	624,625.00		624,625.00	1,249,250.00	104,104.17
2026	624,625.00	550,000.00	610,875.00	1,785,500.00	148,791.67
2027	610,875.00	580,000.00	596,375.00	1,787,250.00	148,937.50
2028	596,375.00	610,000.00	581,125.00	1,787,500.00	148,958.33
2029	581,125.00	640,000.00	565,125.00	1,786,250.00	148,854.17
2030	565,125.00	675,000.00	548,250.00	1,788,375.00	149,031.25
2031	548,250.00	710,000.00	530,500.00	1,788,750.00	149,062.50
2032	530,500.00	745,000.00	511,875.00	1,787,375.00	148,947.92
2033	511,875.00	785,000.00	492,250.00	1,789,125.00	149,093.75
2034	492,250.00	825,000.00	471,625.00	1,788,875.00	149,072.92
2035	471,625.00	865,000.00	450,000.00	1,786,625.00	148,885.42
2036	450,000.00	910,000.00	427,250.00	1,787,250.00	148,937.50
2037	427,250.00	955,000.00	403,375.00	1,785,625.00	148,802.08
2038	403,375.00	1,005,000.00	378,250.00	1,786,625.00	148,885.42
2039	378,250.00	1,060,000.00	351,750.00	1,790,000.00	149,166.67
2040	351,750.00	1,110,000.00	324,000.00	1,785,750.00	148,812.50
2041	324,000.00	1,170,000.00	294,750.00	1,788,750.00	149,062.50
2042	294,750.00	1,230,000.00	264,000.00	1,788,750.00	149,062.50
2043	264,000.00	1,290,000.00	231,750.00	1,785,750.00	148,812.50
2044	231,750.00	1,360,000.00	197,750.00	1,789,500.00	149,125.00
2045	197,750.00	1,430,000.00	162,000.00	1,789,750.00	149,145.83
2046	162,000.00	1,500,000.00	124,500.00	1,786,500.00	148,875.00
2047	124,500.00	1,575,000.00	85,125.00	1,784,625.00	148,718.75
2048	85,125.00	1,660,000.00	43,625.00	1,788,750.00	149,062.50
2049	43,625.00	1,745,000.00		1,788,625.00	298,104.17
	9,895,375.00	24,985,000.00	9,270,750.00	44,151,125.00	

Debt History:

Date of Receipt	2-Feb-20
Amount of Issue	$24,985,000.00

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

Refunded: Brazoria County Toll Road Authority Limited Contract Tax and Subordinate Lien Toll Road Revenue Bonds, Series 2020 BANS

P:\Treas\BRAZORIA COUNTY TOLL ROAD AUTHORITY\BCTRA Debt Serv Bond schedule and wires\BCTRA Debt Service Payment Schedule.x
Prepared by Cathy Campbell, CCT, CIO Brazoria County Treasurer

BRAZORIA COUNTY TOLL ROAD AUTHORITY

Limited Contract Tax and Subordinate Lien Toll Road Revenue Bonds

Series 2017A

Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT	Estimated Monthly Installment Due to US BANK
2025	1,035,750.00		1,035,750.00	2,071,500.00	172,625.00
2026	1,302,750.00		1,302,750.00	2,605,500.00	217,125.00
2027	1,302,750.00		1,302,750.00	2,605,500.00	217,125.00
2028	1,283,375.00	1,550,000.00	1,283,375.00	4,116,750.00	343,062.50
2029	1,243,625.00	1,630,000.00	1,243,625.00	4,117,250.00	343,104.17
2030	1,201,812.50	1,715,000.00	1,201,812.50	4,118,625.00	343,218.75
2031	1,157,875.00	1,800,000.00	1,157,875.00	4,115,750.00	342,979.17
2032	1,111,750.00	1,890,000.00	1,111,750.00	4,113,500.00	342,791.67
2033	1,063,312.50	1,985,000.00	1,063,312.50	4,111,625.00	342,635.42
2034	1,012,437.50	2,085,000.00	1,012,437.50	4,109,875.00	342,489.58
2035	959,000.00	2,190,000.00	959,000.00	4,108,000.00	342,333.33
2036	902,812.50	2,305,000.00	902,812.50	4,110,625.00	342,552.08
2037	1,191,212.50	1,928,275.00	1,191,212.50	4,310,700.00	359,225.00
2038	1,151,649.50	2,005,701.00	1,151,649.50	4,309,000.00	359,083.33
2039	1,110,593.00	2,086,814.00	1,110,593.00	4,308,000.00	359,000.00
2040	1,068,550.00	2,175,301.00	1,068,550.00	4,312,401.00	359,366.75
2041	1,024,106.50	2,263,787.00	1,024,106.50	4,312,000.00	359,333.33
2042	977,869.50	2,355,961.00	977,869.50	4,311,700.00	359,308.33
2043	929,739.00	2,451,822.00	929,739.00	4,311,300.00	359,275.00
2044	879,615.50	2,551,369.00	879,615.50	4,310,600.00	359,216.67
2045	687,558.00	2,934,284.00	687,558.00	4,309,400.00	359,116.67
2046	281,200.00	3,750,000.00	281,200.00	4,312,400.00	359,366.67
2047	204,700.00	3,900,000.00	204,700.00	4,309,400.00	359,116.67
2048	125,100.00	4,060,000.00	125,100.00	4,310,200.00	359,183.33
2049	84,500.00	4,225,000.00		4,309,500.00	718,250.00
	23,293,643.50	53,838,314.00	23,209,143.50	100,341,101.00	

17,150,000.00	Series 2017A Serial Current Interest Bonds (CIBs)
17,000,000.00	Series 2017A Current Interest Term Bonds (CIBs)
19,688,313.00	Series 2017A Convertible Capital Appreciation Bonds (CABs)
53,838,313.00	

Debt History:

Date of Receipt	22-Jun-17
Amount of Issue	$53,838,313.00

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639
BRAZORI17CIB

Brazoria County Toll Road Authority Limited Contract Tax and Subordinate Lien
Toll Road Revenue Bonds, Series 2017A CIB

*Int due from closing to Sept 2017 debt payment, then monthly installments to US Bank thereafter begin Sept 2017
Int calculations include compounded interest from Series 2017A Convertible CABs.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.1. **1/27/2026**

Ratification of Defeasance Documents

The Court hereby approves and ratifies the Defeasance of outstanding County bonds and certificates of obligation as attached hereto.

The Court further authorizes the County Judge to sign any documents related to the defeasance of the bonds and certificates of obligation after review by the District Attorney's Office.

Further, a certified copy of this Order be provided to the County Auditor.

ORDER AUTHORIZING THE DEFEASANCE AND REDEMPTION OF CERTAIN CURRENTLY OUTSTANDING OBLIGATIONS OF BRAZORIA COUNTY, TEXAS; AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH DEFEASANCE

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

WHEREAS, Brazoria County, Texas (the "County") has heretofore issued certain tax bonds and certificates of obligation (collectively, the "County Obligations"), and the County Obligations listed on Exhibit A are subject to redemption prior to maturity, at the option of the County; and

WHEREAS, it is in the best interest of the County and its residents to defease and/or redeem all or a portion of such outstanding County Obligations as herein provided in order to terminate the payment of interest thereon and to reduce the County's aggregate debt service requirements in the years subsequent to the redemption date; and

WHEREAS, in accordance with the provisions of Texas Government Code, Chapter 1207, as amended (the "Act"), the County is authorized and empowered to deposit funds and/or securities directly with the paying agent for the County Obligations or other authorized person or depository, and enter into an escrow or similar agreement with such person or place of payment for the safekeeping, investment, reinvestment, administration and disbursement of such deposit; and such deposit, when made in accordance with the Act, shall constitute the making of firm banking and financial arrangements for the discharge and full payment of the defeased obligations; and now, therefore,

BE IT ORDERED BY COMMISSIONERS COURT OF BRAZORIA COUNTY, TEXAS:

SECTION 1: Throughout this Order the following terms and expressions as used herein shall have the meanings set forth below:

"Act" means Chapter 1207, Texas Government Code, as amended.

"Business Day" means any day which is not a Saturday, Sunday, or a day on which the Escrow Agent is authorized by law or executive order to close.

"County" means Brazoria County, Texas.

"Designated Officer" means each of the County Judge, the County Clerk, the Deputy County Clerk, the County Auditor, the County Treasurer and any other appropriate officer or agent of the County designated as a Designated Officer by any of the foregoing.

"Escrow Agent" means U.S. Bank Trust Company, National Association or such other trust company or commercial bank identified in the Escrow Agreement, and its successors in such

capacity.

"Escrow Agreement" means the agreement between the County and the Escrow Agent relating to the escrow of funds to pay the County Obligations selected for redemption and defeasance.

"Order" as used herein means this order authorizing the redemption and defeasance of County Obligations.

"Report" means the report of the Verification Agent verifying the accuracy of certain mathematical computations relating to the County Obligations selected for redemption and defeasance.

"Verification Agent" shall mean Causey Public Finance, LLC or such other firm engaged by the County to verify the accuracy of certain mathematical computations relating to the County Obligations selected for redemption and defeasance.

SECTION 2: All or a portion of the County Obligations stated to mature on March 1 in each of the years identified in the Escrow Agreement shall be defeased to their maturity or prior redemption date, as applicable, as set forth in this Section 2. Commissioners Court hereby authorizes and directs the County Judge or other Designated Officer to ultimately determine the principal amount of the County Obligations to be defeased and/or redeemed on the basis of the availability of funds for such purpose by the funding deadline. As directed by the County Judge or other Designated Officer, the County shall transfer on or before March 1, 2026, its lawfully available funds to U.S. Bank Trust Company, National Association, or such other qualified entity as determined by any such Designated Officer (the "Escrow Agent"), in an amount sufficient (when combined with investment earnings on such initial deposit) to pay all costs of interest due and owing on the defeased and/or redeemed obligations from the time of such deposit through their maturity or redemption, as applicable, plus the principal amount of the defeased and/or redeemed and owing at such time of maturity or redemption, as applicable. Upon the making of such deposit, such County Obligations will be determined to have been defeased and, as a result, discharged and no longer considered outstanding as a County Obligation in accordance with applicable Texas law.

SECTION 3: In the event the County Judge or other Designated Officer determines to defease the maturities of the County Obligations which are subject to redemption, the principal amount of such County Obligations shall be called for redemption and shall be redeemed on the applicable redemption date, at the price of par plus accrued interest to the date of redemption, and the County Judge or other Designated Officer is hereby authorized and directed to file a copy of this Order with U.S. Bank Trust Company, National Association, the paying agent/registrar for the County Obligations (the "Paying Agent/Registrar"), in accordance with the redemption provisions applicable to such obligations; such suggested form of notice of redemption being attached hereto as Exhibit B and incorporated herein by reference as a part of this Order for all purposes. Additionally, if necessary, the Paying Agent/Registrar is hereby authorized and directed to make a lot selection of the County Obligations to be redeemed and make arrangements to notify bondholders of such lot selection as soon as possible thereafter. The County Judge or other

Designated Officer is hereby authorized and directed to transfer lawfully available funds to the Escrow Agent to accomplish the defeasance and/or redemption of the defeased obligations in accordance with the terms of the Escrow Agreement. In the event the County Obligations are called for redemption, the County Judge or other Designated Officer is hereby authorized and directed to make all arrangements necessary to notify the holders thereof of the County's decision to redeem such obligations on the date and in the manner herein provided and in accordance with the order(s) authorizing the County Obligations.

SECTION 4: The County Judge, the County Clerk, the Deputy County Clerk, the County Auditor, the County Treasurer and any other appropriate officer or agent of the County (each of the foregoing, a "Designated Officer"), and Bond Counsel to the County, are authorized to evidence adoption of this Order and to do any and all things necessary or convenient to effect the defeasance and, if applicable, redemption described herein and otherwise give effect to the intent and purpose hereof, including the selection of an Escrow Agent and Verification Agent and the execution of the Escrow Agreement.

SECTION 5: The Commissioners Court delegates to the County Judge or in his absence any other Designated Officer the authority to execute the Escrow Agreement with the Escrow Agent, and, based upon the advice of the County's financial advisors, Estrada Hinojosa, deposit money sufficient to pay in full the defeased County Obligations at maturity or to the redemption date and/or deposit in trust authorized investments for escrow accounts pursuant to Section 1207.062, Texas Government Code (the "Escrowed Securities") and which have been certified by the Verification Agent to mature in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, to pay when due the defeased obligations at maturity or date of redemption; all of which shall be provided in the Escrow Agreement finalized and executed by any such Designated Officer.

SECTION 6: Furthermore, the County Judge and each other Designated Officer of the County in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the Escrowed Securities referenced in the Escrow Agreement, if any, and the delivery thereof to the Escrow Agent for deposit to the credit of an escrow fund for the defeased obligations (referred to herein as the "Escrow Fund") or such other designation as provided for in the Escrow Agreement; all as contemplated and provided in the Act, this Order and the Escrow Agreement.

SECTION 7: The Commissioners Court hereby authorizes the County Judge or in his absence any other Designated Officer to select Causey Public Finance, LLC or another firm of independent certified public accountants (the "Verification Agent") to prepare a Report to verify the sufficiency of the deposit to the Escrow Fund to accomplish the defeasance of the defeased bonds, to the extent such appointment is necessary or desired and in the event of the establishment of a net defeasance escrow fund; provided, however, that in the event of a gross defeasance of the defeased bonds, the sufficiency of the deposit to the Escrow Fund to accomplish such defeasance shall be certified to the County by the County's Financial Advisor or another qualified financial institution.

SECTION 8: The recitals contained in the preamble hereof are hereby found to be true,

and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgement and findings of Commissioners Court.

SECTION 9: If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Commissioners Court hereby declares that this Order would have been enacted without such invalid provision.

SECTION 10: The Commissioners Court hereby approves and authorizes the defeasance, redemption, or final payment of all or a portion of the County Obligations, as selected by the County Judge or in his absence any other Designated Officer, by the deposit and investment of legally available funds of the County with the Escrow Agent. The County further authorizes and approves an Escrow Agreement for such purposes, subject to such insertions, additions and modifications as shall be approved by the County Judge or other Designated Officer (as conclusively evidenced by the execution and delivery thereof). The County Judge or other Designated Officer and the Escrow Agent are hereby authorized to subscribe for, agree to purchase and purchase Escrowed Securities in such amounts and maturities and bearing interest at such rates and as may be necessary for the defeasance of any such County Obligations, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for any such purpose are hereby ratified and approved. The County hereby authorizes and directs that a notice of redemption and defeasance with regard to the defeased County Obligations shall be given in accordance with the orders authorizing the issuance of such County Obligations.

SECTION 11: To satisfy in a timely manner all of the County's obligations under this Order and the Escrow Agreement, each Designated Officer is hereby authorized and directed to take all other actions that are reasonably necessary to provide for the redemption and defeasance of the defeased County Obligations, including, without limitation, executing and delivering on behalf of the County all certificates, consents, receipts, requests, and other documents as may be reasonably necessary to satisfy the County's obligations under any such Escrow Agreement and this Order and to direct the application of funds of the County consistent with the provisions of this Order.

SECTION 12: It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 13: This Order shall be in force and effect from and after its passage on the date shown below.

[The remainder of this page intentionally left blank]

PASSED AND ADOPTED, this _____ __, 202__.

_____
County Judge
Brazoria County, Texas

ATTEST:

_____
County Clerk
Brazoria County, Texas

(SEAL)

S-1

EXHIBIT A

Defeasance Candidates

The following County Obligations are subject to redemption prior to maturity, at the option of the County, on March 1, 2026, or on any date thereafter:

Brazoria County Unlimited Tax Refunding Bonds, Series 2016

- 3/1/2027 maturity – $1,070,000

Brazoria County Unlimited Tax Refunding Bonds, Series 2018

- 3/1/2027 maturity – $520,000
- 3/1/2028 maturity – $550,000

Brazoria County Certificates of Obligation, Series 2018

- 3/1/2027 maturity – $390,000
- 3/1/2028 maturity – $410,000
- 3/1/2029 maturity – $430,000
- 3/1/2030 maturity – $455,000
- 3/1/2031 maturity – $475,000
- 3/1/2032 maturity – $500,000
- 3/1/2033 maturity – $525,000
- 3/1/2034 maturity – $545,000
- 3/1/2035 maturity – $570,000
- 3/1/2036 maturity – $590,000
- 3/1/2037 maturity – $615,000
- 3/1/2038 maturity – $640,000

EXHIBIT B

FORM OF NOTICE OF REDEMPTION
BRAZORIA COUNTY, TEXAS

[Attached]

NOTICE OF FULL OPTIONAL REDEMPTION

BRAZORIA COUNTY, TEXAS
UNLIMITED TAX REFUNDING BONDS,
SERIES 2016

NOTICE IS HEREBY GIVEN pursuant to the terms of the governing document dated as of 28-Jan-2016, between BRAZORIA COUNTY, TEXAS, as Issuer, and U.S. Bank Trust Company National Association, as Trustee or Agent, that the bonds listed below have been selected for Full Redemption on 1-Mar-2026 (the Redemption Date) at the price listed below of the principal amount (the Redemption Price) together with interest accrued to the Redemption Date.

*CUSIP	Maturity	Rate	Amount	Price
106025KW8	1-Mar-2027	5.0000%	$1,070,000	100%

Pursuant to the Governing Documents, payment of the Redemption Price on the Bonds called for redemption will be paid without presentation of the Bonds if presentment is not required and upon presentation of the Bonds if presentment is required. If presentment is required, surrender thereof can be made in the following manner:

Delivery Instructions:
U.S. Bank
Global Corporate Trust
111 Fillmore Ave E
St. Paul, MN 55107

Bondholders presenting their bonds in person for same day payment **must** surrender their bond(s) by 1:00 P.M. CST on the Redemption Date and a check will be available for pick up after 2:00 P.M. CST. Checks not picked up by 4:30 P.M. CST will be mailed out to the bondholder via first class mail. If payment of the Redemption Price is to be made to the registered owner of the Bond, you are not required to endorse the Bond to collect the Redemption Price.

Interest on the principal amount designated to be redeemed shall cease to accrue on and after the Redemption Date.

For a list of redemption requirements please visit our website at **www.usbank.com/corporatetrust** and click on the "Bondholder Information" link for Redemption instructions. You may also contact our Bondholder Communications team at **1-800-934-6802** Monday through Friday from 8 AM to 6 PM CST.

IMPORTANT NOTICE

Federal law requires the Paying Agent to withhold taxes at the applicable rate from the payment if an IRS Form W-9 or applicable IRS Form W-8 is not provided. Please visit **www.irs.gov** for additional information on the tax forms and instructions.

The **Undersigned shall not be held responsible for the selection or use of the CUSIP number in this Redemption Notice, nor is any representation made as to its correctness. It is included solely for the convenience of the Holders.*

Dated: [__]-Feb-2026

By: U.S. Bank Trust Company National Association
As Trustee or Agent

* Actual notices will be generated internally by the Escrow Agent. The forms attached hereto are for illustration purposes only.
ACTIVE 716826346v4

NOTICE OF FULL OPTIONAL REDEMPTION

BRAZORIA COUNTY, TEXAS
UNLIMITED TAX REFUNDING BONDS,
SERIES 2018

NOTICE IS HEREBY GIVEN pursuant to the terms of the governing document dated as of 23-Aug-2018, between BRAZORIA COUNTY, TEXAS, as Issuer, and U.S. Bank Trust Company National Association, as Trustee or Agent, that the bonds listed below have been selected for Full Redemption on 1-Mar-2026 (the Redemption Date) at the price listed below of the principal amount (the Redemption Price) together with interest accrued to the Redemption Date.

*CUSIP	Maturity	Rate	Amount	Price
106025LZ0	1-Mar-2027	5.0000%	$520,000	100%
106025MA4	1-Mar-2028	5.0000%	$550,000	100%

Pursuant to the Governing Documents, payment of the Redemption Price on the Bonds called for redemption will be paid without presentation of the Bonds if presentment is not required and upon presentation of the Bonds if presentment is required. If presentment is required, surrender thereof can be made in the following manner:

Delivery Instructions:
U.S. Bank
Global Corporate Trust
111 Fillmore Ave E
St. Paul, MN 55107

Bondholders presenting their bonds in person for same day payment **must** surrender their bond(s) by 1:00 P.M. CST on the Redemption Date and a check will be available for pick up after 2:00 P.M. CST. Checks not picked up by 4:30 P.M. CST will be mailed out to the bondholder via first class mail. If payment of the Redemption Price is to be made to the registered owner of the Bond, you are not required to endorse the Bond to collect the Redemption Price.

Interest on the principal amount designated to be redeemed shall cease to accrue on and after the Redemption Date.

For a list of redemption requirements please visit our website at **www.usbank.com/corporatetrust** and click on the "Bondholder Information" link for Redemption instructions. You may also contact our Bondholder Communications team at **1-800-934-6802** Monday through Friday from 8 AM to 6 PM CST.

IMPORTANT NOTICE

Federal law requires the Paying Agent to withhold taxes at the applicable rate from the payment if an IRS Form W-9 or applicable IRS Form W-8 is not provided. Please visit **www.irs.gov** for additional information on the tax forms and instructions.

The **Undersigned shall not be held responsible for the selection or use of the CUSIP number in this Redemption Notice, nor is any representation made as to its correctness. It is included solely for the convenience of the Holders.*

Dated: [__]-Feb-2026

By: U.S. Bank Trust Company National Association
As Trustee or Agent

* Actual notices will be generated internally by the Escrow Agent. The forms attached hereto are for illustration purposes only.
ACTIVE 716826346v4

NOTICE OF FULL OPTIONAL REDEMPTION

BRAZORIA COUNTY, TEXAS
CERTIFICATE OF OBLIGATION,
SERIES 2018

NOTICE IS HEREBY GIVEN pursuant to the terms of the governing document dated as of 23-Aug-2018, between BRAZORIA COUNTY, TEXAS, as Issuer, and U.S. Bank Trust Company National Association, as Trustee or Agent, that the bonds listed below have been selected for Full Redemption on 1-Mar-2026 (the Redemption Date) at the price listed below of the principal amount (the Redemption Price) together with interest accrued to the Redemption Date.

*CUSIP	Maturity	Rate	Amount	Price
106025LD9	1-Mar-2027	5.0000%	$390,000	100%
106025LE7	1-Mar-2028	5.0000%	$410,000	100%
106025LF4	1-Mar-2029	5.0000%	$430,000	100%
106025LG2	1-Mar-2030	5.0000%	$455,000	100%
106025LH0	1-Mar-2031	5.0000%	$475,000	100%
106025LJ6	1-Mar-2032	5.0000%	$500,000	100%
106025LK3	1-Mar-2033	4.0000%	$525,000	100%
106025LL1	1-Mar-2034	4.0000%	$545,000	100%
106025LM9	1-Mar-2035	4.0000%	$570,000	100%
106025LN7	1-Mar-2036	4.0000%	$590,000	100%
106025LP2	1-Mar-2037	4.0000%	$615,000	100%
106025LQ0	1-Mar-2038	4.0000%	$640,000	100%

Pursuant to the Governing Documents, payment of the Redemption Price on the Bonds called for redemption will be paid without presentation of the Bonds if presentment is not required and upon presentation of the Bonds if presentment is required. If presentment is required, surrender thereof can be made in the following manner:

Delivery Instructions:
U.S. Bank
Global Corporate Trust
111 Fillmore Ave E
St. Paul, MN 55107

Bondholders presenting their bonds in person for same day payment **must** surrender their bond(s) by 1:00 P.M. CST on the Redemption Date and a check will be available for pick up after 2:00 P.M. CST. Checks not picked up by 4:30 P.M. CST will be mailed out to the bondholder via first class mail. If payment of the Redemption Price is to be made to the registered owner of the Bond, you are not required to endorse the Bond to collect the Redemption Price.

Interest on the principal amount designated to be redeemed shall cease to accrue on and after the Redemption Date.

For a list of redemption requirements please visit our website at **www.usbank.com/corporatetrust** and click on the "Bondholder Information" link for Redemption instructions. You may also contact our Bondholder Communications team at **1-800-934-6802** Monday through Friday from 8 AM to 6 PM CST.

IMPORTANT NOTICE

Federal law requires the Paying Agent to withhold taxes at the applicable rate from the payment if an IRS Form W-9 or applicable IRS Form W-8 is not provided. Please visit **www.irs.gov** for additional information on the tax forms and instructions.

The **Undersigned shall not be held responsible for the selection or use of the CUSIP number in this Redemption Notice, nor is any representation made as to its correctness. It is included solely for the convenience of the Holders.*

Dated: [__]-Feb-2026

By: U.S. Bank Trust Company National Association
As Trustee or Agent

PR 523589 [__]-Feb-2026

* Actual notices will be generated internally by the Escrow Agent. The forms attached hereto are for illustration purposes only.
ACTIVE 716826346v4

ESCROW AGREEMENT
(Defeased Obligations)

THIS ESCROW AGREEMENT (the "Escrow Agreement") dated as of January 29, 2026 (the "Escrow Funding Date"), is made and entered into by and between BRAZORIA COUNTY, TEXAS, a political subdivision of the State of Texas organized and existing under the Constitution and laws of the State of Texas (the "County"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association having a principal corporate trust office in Houston, Texas, as escrow agent (together with any successor or assign in such capacity, the "Escrow Agent").

WITNESSETH:

WHEREAS, the County has heretofore issued and there remains outstanding certain of the County's tax bonds and certificates of obligation (collectively the "Outstanding Obligations"), and the County desires to provide for the defeasance prior to maturity of all or a portion of certain maturities of the Outstanding Obligations in the aggregate principal amount of $8,285,000, as more particularly described in the "Schedule of Defeased Obligations" attached hereto as Exhibit A (the "Defeased Obligations"); and

WHEREAS, Chapter 1207, Texas Government Code, as amended, authorizes and empowers the County to deposit funds with the Paying Agent for the Defeased Obligations in an amount which is sufficient to provide for the payment or redemption of the principal of and interest on the Defeased Obligations; and

WHEREAS, the Commissioners Court of the County (the "Commissioners Court") has adopted an order authorizing the defeasance of the Defeased Obligations and authorizing, among other things, of providing the funds necessary to pay and defease the Defeased Obligations; and

WHEREAS, the County has provided pursuant to this Escrow Agreement for the application of funds of the County to provide for the payment of the Defeased Obligations; and

WHEREAS, the Commissioners Court has further determined to effectuate the defeasance of the Defeased Obligations pursuant to this Escrow Agreement, under which provision is made for the safekeeping, investment, reinvestment, administration and disposition of the funds deposited hereunder with the Escrow Agent, so as to provide firm banking and financial arrangements for the discharge and final payment or redemption of the Defeased Obligations;

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the full and timely payment of the principal of and the interest on the Defeased Obligations, the County and the Escrow Agent contract and agree as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATIONS

Section 1.1 Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, the following terms shall have the respective meanings specified below for all purposes of this Escrow Agreement:

"County" shall mean Brazoria County, Texas, and any successor to its duties and functions.

"Defeased Obligations" shall mean all or portions of certain maturities of the Outstanding Obligations, in the aggregate principal amount of $8,285,000 as more particularly identified and described in Exhibit A attached hereto and incorporated herein by reference.

"Escrow Agent" shall mean U.S. Bank Trust Company, National Association, in its capacity as escrow agent hereunder, and any successor or assign in such capacity.

"Escrow Agreement" shall mean this escrow agreement by and between the County and the Escrow Agent, as it may be amended or supplemented from time to time.

"Escrow Fund" shall mean the fund created in Section 3.01 of this Escrow Agreement to be administered by the Escrow Agent pursuant to the provisions of this Escrow Agreement.

"Escrow Funding Date" shall mean the date on which the County deposits with the Escrow Agent the cash and Escrowed Securities described in Section 2.1.

"Escrowed Securities" shall mean the Governmental Securities or other eligible securities purchased with the funds deposited into the Escrow Fund, all as more fully described in the Report.

"Governmental Securities" shall mean direct and general obligations of, or obligations which as to principal and interest are unconditionally guaranteed as to full and timely payment by, the United States of America, to the payment of which the full faith and credit of the United States of America is irrevocably and unconditionally pledged, and which do not permit the redemption thereof at the option of the issuer thereof

"Paying Agent for the Defeased Obligations" shall mean U.S. Bank Trust Company, National Association, and any successors thereto.

"Report" shall mean the verification report prepared by the Verification Agent relating to the defeasance of the Defeased Obligations, a copy of which is attached hereto as Exhibit B.

"Verification Agent" means Causey Public Finance, LLC or another firm of independent certified public accountants designated by the County as verification agent for purposes of preparation of the Report.

Section 1.2. Interpretations. The titles and headings of the articles and sections of this Escrow Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Escrow Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the redemption and defeasance of the Defeased Obligations in accordance with applicable law.

ARTICLE II
DEPOSIT OF FUNDS AND ESCROWED SECURITIES

Section 2.1. Deposits with Escrow Agent; Acquisition of Escrowed Securities. On or before the Escrow Funding Date, the County will deposit, or cause to be deposited, with the Escrow Agent the following: (a) Escrowed Securities in the amount of $8,448,151.00, as more fully described in the Report; and (b) a beginning cash balance of $_____, as provided in the Report.

ARTICLE III
CREATION AND OPERATION OF ESCROW FUND

Section 3.1. Escrow Fund. On the Escrow Funding Date, the Escrow Agent will create on its books a special fund and irrevocable escrow to be known as "Brazoria County Texas 2026 Escrow Fund", into which will be deposited the cash and Escrowed Securities described in Section 2.1. The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund shall be the property of the Escrow Fund, and shall be applied only in strict conformity with the terms and conditions hereof. The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund are hereby irrevocably pledged to the payment of the principal of and interest on the Defeased Obligations, which payment shall be made by timely transfers to the Paying Agent for the Defeased Obligations of such amounts at such times as are provided in Section 3.2 hereof. When the final transfers have been made to the Paying Agent for the Defeased Obligations for the payment of such principal of and interest on the Defeased Obligations, any balance then remaining in the Escrow Fund shall be transferred to the County, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.2. Payment of Principal of and Interest on Defeased Obligations.

(a) The Escrow Agent is hereby irrevocably instructed to transfer to the Paying Agent for the Defeased Obligations from the cash balance from time to time on deposit in

the Escrow Fund the amounts required to pay the principal of and interest on the Defeased Obligations as the same become due and payable, all as provided in the Report.

(b) Money transferred to and held by the Paying Agent for the Defeased Obligations in accordance with the provisions hereof shall be held by the Paying Agent for the Defeased Obligations as a segregated account for the respective holders of the Defeased Obligations in connection with which such money is held; provided, however, subject to the provisions of Title 6 of the Texas Property Code regarding Unclaimed Property, that money so held remaining unclaimed by the owners of such Defeased Obligations for three (3) years after the dates on which payment thereon was due, payable and available for payment shall be paid to the County to be used for any lawful purpose. Thereafter, neither the County, the Escrow Agent, the Paying Agent for the Defeased Obligations nor any other person shall be liable or responsible to any holders of such Defeased Obligations for any further payment of such unclaimed money or on account of any such Defeased Obligations.

(c) Except as provided in Article IV hereof, the County hereby covenants and agrees that it will not exercise any right that it may have to redeem any of the Defeased Obligations prior to their scheduled maturities.

Section 3.3. Sufficiency of Escrow Fund. The County represents (based solely upon the Report) that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide money for transfer to the Paying Agent for the Defeased Obligations at the times and in the amounts required to pay the interest on the Defeased Obligations as such interest comes due and to pay the principal of the Defeased Obligations as the Defeased Obligations mature or are redeemed. If any deficiency results from any error in the calculation of the report, the County shall transfer to the Escrow Agent for deposit to the Escrow Fund to be held pursuant to this Escrow Agreement an additional amount of cash or securities sufficient to provide for such deficiency which transfer shall be made from lawfully available funds.

Section 3.4. Escrow Fund. The Escrow Agent at all times shall hold the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrow Agent agrees that any uninvested funds in the Escrow Fund shall be secured by collateral to the extent they are not insured by the FDIC. The Escrowed Securities and other assets of the Escrow Fund always shall be maintained by the Escrow Agent for the benefit of the holders of the Defeased Obligations; and a special account therefor evidencing such fact shall be maintained at all times on the books of the Escrow Agent. The holders of the Defeased Obligations shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof and all other assets of the Escrow Fund as are enjoyed by other beneficiaries of similar accounts. The amounts received by the Escrow Agent under this

Escrow Agreement shall not be considered as a banking deposit by the County, and the Escrow Agent shall have no right or title with respect thereto except as escrow agent under the terms hereof. The amounts received by the Escrow Agent hereunder shall not be subject to warrants, drafts or checks drawn by the County.

ARTICLE IV
REDEMPTION OF CERTAIN DEFEASED OBLIGATIONS PRIOR TO MATURITY

Section 4.1. Redemption Prior to Maturity of Defeased Obligations. The County has irrevocably exercised its option to call the bonds and other obligations of the County for redemption prior to maturity on the dates and at the prices shown on Exhibit A attached to this Agreement, and hereby authorizes and directs notice of such redemption to be given in accordance with the orders authorizing the issuance of such bonds and other obligations. The Escrow Agent, as Paying Agent for the Defeased Obligations, agrees to provide such notice of redemption in accordance with the orders. The Escrow Agent is hereby further authorized to provide funds therefor as set forth in Section 3.2(a) hereof.

ARTICLE V
LIMITATION ON INVESTMENTS

Section 5.1. General. Except as herein otherwise expressly provided, the Escrow Agent shall not have any power or duty to invest any money held hereunder; or to make substitutions of the Escrowed Securities; or to sell, transfer or otherwise dispose of the Escrowed Securities, except for the purchase of the Escrowed Securities as described in the Report.

Section 5.2. Substitution of Securities. At the written request of the County, and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer, otherwise dispose of or request the redemption of all or any portion of the Escrowed Securities and apply the proceeds therefrom to purchase Defeased Obligations or direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America and which do not permit the redemption thereof at the option of the obligor. Any such transaction may be effected by the Escrow Agent only if (1) the Escrow Agent shall have received a new verification report together with a written opinion from a nationally recognized firm of certified public accountants acceptable to the County and the Escrow Agent that such transaction will not cause the amount of money and securities in the Escrow Fund to be reduced below an amount which will be sufficient, when added to the interest to accrue thereon, to provide for the payment of principal and interest on the remaining Defeased Obligations as they become due, and (2) the Escrow Agent shall have received the unqualified written legal opinion of nationally recognized bond counsel or tax counsel acceptable to the County and the Escrow Agent to the effect that such transaction will not cause any of the Defeased Obligations to be an "arbitrage bond" within the meaning of the Code, and that such transaction will not result in a violation of the laws of the State of Texas.

ARTICLE VI
RECORDS AND REPORTS

Section 6.1. Records. The Escrow Agent shall keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the County and the holders of the Defeased Obligations.

Section 6.2. Reports. For the period beginning on the Escrow Funding Date and ending on December 31, 2026, and for each twelve (12) month period thereafter while this Agreement remains in effect, the Escrow Agent shall prepare and send to the County, at the County's request, within thirty (30) days following the end of such period a written report summarizing all transactions relating to the Escrow Fund during such period, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund to the Paying Agent for the Defeased Obligations or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

Section 6.3. Notification. The Escrow Agent shall notify the County immediately if at any time during the term of this Escrow Agreement it determines that there is insufficient cash and Escrowed Securities in the Escrow Fund to provide for the transfer to the Paying Agent for the Defeased Obligations for timely payment of all interest on and principal of the Defeased Obligations.

ARTICLE VII
CONCERNING THE ESCROW AGENT

Section 7.1. Representations. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Escrow Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

Section 7.2. Limitation on Liability. The Escrow Agent shall not be liable for the performance of any duties, except such duties as are specifically set forth in this Escrow Agreement, and no implied covenants or obligations shall be read into this Escrow Agreement. Nothing herein contained shall relieve the Escrow Agent from liability for its own negligent action, negligent failure to act or willful misconduct, except that this sentence shall not be construed to limit the effect of the immediately preceding sentence. The Escrow Agent shall not incur any liability for any error of judgment made in good faith by a responsible officer thereof, unless it shall be proved that it was negligent in ascertaining the pertinent facts. The Escrow Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine, and to have been signed or presented by the

proper party or parties. The Escrow Agent may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith.

The Escrow Agent is not a principal, participant or beneficiary of the underlying transaction to which this Escrow Agreement relates.

The liability of the Escrow Agent to transfer funds to the Paying Agent for the Defeased Obligations for the payments of the principal of and interest on the Defeased Obligations shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, the Escrow Agent shall have no liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligor of the Escrowed Securities to make timely payment thereon, except for the obligation to notify the County promptly of any such occurrence.

The recitals herein and in the proceedings authorizing the Defeased Obligations shall be taken as the statements of the County and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Escrow Agreement.

The Escrow Agent makes no representation as to the value, condition or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the County thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall incur no liability or responsibility with respect to any of such matters.

It is the intention of the County and the Escrow Agent that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

Unless it is specifically provided otherwise herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the County with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Escrow Agreement. In determining the occurrence of any such event or contingency the Escrow Agent may request from the County or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with the County, among others, at any time.

In the absence of bad faith, the Escrow Agent may rely conclusively upon the truth, completeness and accuracy of the statements, certificates, opinions, resolutions and other

documents conforming to the requirements of this Escrow Agreement, and shall not be obligated to make any independent investigation with respect thereto.

To the full extent permitted by law, the County agrees to indemnify, defend and hold the Escrow Agent harmless from and against any and all loss, damage, tax, liability and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including attorneys' fees and expenses of defending itself against any claim or liability in connection with its performance hereunder except that the Escrow Agent shall not be indemnified for any loss, damage, tax, liability or expense resulting from its own negligence or willful misconduct. The Escrow Agent's right to indemnification shall survive its resignation or removal and the termination of this Agreement.

The Escrow Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the parties to this Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document between the other parties hereto, in connection herewith. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Escrow Agreement or any other agreement. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (i) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES WHICH RESULT FROM THE ESCROW AGENT'S FAILURE TO ACT IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THIS ESCROW AGREEMENT, OR (ii) SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In the event that any escrow property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

Any banking association or corporation into which the Escrow Agent may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder

without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

The Escrow Agent shall have the right, but not the obligation, to consult with counsel of choice and shall not be liable for action taken or omitted to be taken by Escrow Agent either in accordance with the advice of such counsel or in accordance with any opinion of counsel to the Issuer addressed and delivered to the Escrow Agent.

The Escrow Agent shall have the right to perform any of its duties hereunder through agents, attorneys, custodians or nominees.

Section 7.3. Compensation.

(a) On the Escrow Funding Date, the County will pay the Escrow Agent, as a fee for performing the services hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Escrow Agreement, the sum of $500, plus $1,500 for redemption notice. This sum does not include the cost of publication, printing costs or reasonable out-of-pocket expenses of the Escrow Agent. If the Escrow Agent incurs any out-of-pocket expenses or is requested to perform any extraordinary services hereunder, the County hereby agrees to reimburse the Escrow Agent for such out-of-pocket expenses and to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services. It is expressly provided that the Escrow Agent shall look only to the County for the reimbursement of such out-of-pocket expenses and for the payment of such additional fees and reimbursement of such additional expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular, additional or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

(b) U.S. Bank Trust Company, National Association serves as Paying Agent for the Defeased Obligations. By execution of the Consent to Escrow Agreement attached hereto as Exhibit C, U.S. Bank Trust Company, National Association agrees to continue to serve as Paying Agent for the life of the Defeased Obligations, and it will serve as Paying Agent for the Defeased Obligations for the compensation provided under the fee schedule currently in effect and it will look to the County directly for payment of its fees; and, in the event of nonpayment of such fees, the sole remedy of the Paying Agent shall be an action against the County for recovery of the fees owing under the paying agency agreement for which it serves.

Section 7.4. Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should cease to be the Escrow Agent hereunder, a vacancy shall forthwith exist hereunder in the office of the Escrow Agent. Any successor Escrow Agent appointed by the County shall succeed, without further act, to all the rights, immunities, powers and trusts of the predecessor Escrow Agent hereunder. Any successor Escrow Agent must be qualified under the laws of the State of Texas to serve as an escrow

agent and must be authorized to exercise corporate trust powers. No resignation or removal of the Escrow Agent and no early termination of this Agreement shall occur until a successor Escrow Agent has been appointed who is qualified to serve as Escrow Agent hereunder and who has accepted such appointment. Upon the request of any such successor Escrow Agent, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such immunities, rights, powers and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional part of the Escrow Agent's fee hereunder equal to the portion of such fee attributable to duties to be performed after the date of succession.

The Escrow Agent may resign at any time by giving written notice thereof to the County. If an instrument of acceptance by a successor Escrow Agent shall not have been delivered to the Escrow Agent within 60 days after the giving of such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent.

ARTICLE VIII
MISCELLANEOUS

Section 8.1. Notices. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed as follows:

To the Escrow Agent:

U.S. Bank
8 Greenway Plaza, Suite 1100
Houston, Texas 77046
Attention: Corporate Trust Department

To the County:

Brazoria County, Texas
Brazoria County Courthouse
237 E. Locust, Suite 401
Angleton, Texas 77515
Attention: County Judge

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten days prior notice thereof.

Section 8.2. Termination of Escrow Agent's Obligations. Upon the taking by the Escrow Agent of all the actions as described herein, the Escrow Agent shall have no further

obligations or responsibilities hereunder to the County, the holders of the Defeased Obligations or to any other person or persons in connection with this Escrow Agreement.

Section 8.3. Binding Agreement. This Escrow Agreement shall be binding upon the County, and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the holders of the Defeased Obligations, the County, the Escrow Agent and their respective successors and legal representatives. This Escrow Agreement may not be modified except with the prior consent of the holders of all of the Defeased Obligations.

Section 8.4. Severability. In case any one or more of the provisions contained in this Escrow Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Escrow Agreement, but this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 8.5. Governing Law. This Escrow Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 8.6. Time of Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Escrow Agreement.

Section 8.7. Form 1295. Unless otherwise exempt, the Escrow Agent represents that it has submitted to the County, a disclosure of interested parties form which was completed and filed with the Texas Ethics Commission (the "TEC") in accordance with the provisions of Section 2252.908, Texas Government Code, and the applicable rules adopted by the TEC (found at 1 Tex. Admin. Code § 46.1 - 46.5).

Section 8.8. Verifications of Statutory Representations and Covenants. The Escrow Agent makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Escrow Agent within the meaning of SEC Rule 405, 17 C.F.R. §230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

A. Not a Sanctioned Company. The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Escrow Agent and each of its parent company, wholly- or

majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

B. No Boycott of Israel. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

C. No Discrimination Against Firearm Entities. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

D. No Boycott of Energy Companies. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

[Signature Page Follows]

EXECUTED effective as of the Escrow Funding Date as defined herein.

BRAZORIA COUNTY, TEXAS

_____
County Judge

ATTEST:

_____
County Clerk

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Escrow Agent

By_____

Name:_____

Title:_____

EXHIBIT A

Scheduled of Defeased Obligations

The following is a schedule of Defeased Obligations which are subject to redemption prior to maturity, at the option of the County, on March 1, 2026, or on any date thereafter:

Brazoria County U/L Tax Refunding Bonds, Series 2016

- 3/1/2027 maturity – $1,070,000

Brazoria County U/L Tax Refunding Bonds, Series 2018

- 3/1/2027 maturity – $520,000
- 3/1/2028 maturity – $550,000

Brazoria County Certificates of Obligation, Series 2018

- 3/1/2027 maturity – $390,000
- 3/1/2028 maturity – $410,000
- 3/1/2029 maturity – $430,000
- 3/1/2030 maturity – $455,000
- 3/1/2031 maturity – $475,000
- 3/1/2032 maturity – $500,000
- 3/1/2033 maturity – $525,000
- 3/1/2034 maturity – $545,000
- 3/1/2035 maturity – $570,000
- 3/1/2036 maturity – $590,000
- 3/1/2037 maturity – $615,000
- 3/1/2038 maturity – $640,000

EXHIBIT B

Verification Report

BRAZORIA COUNTY, TEXAS

VERIFICATION REPORT FOR THE PARTIAL DEFEASANCE OF THE UNLIMITED TAX REFUNDING BONDS, SERIES 2016, CERTIFICATES OF OBLIGATION, SERIES 2018, AND UNLIMITED TAX REFUNDING BONDS, SERIES 2018

CAUSEY PUBLIC FINANCE, LLC
Certified Public Accountants and Consultants

CAUSEY
Public Finance, LLC

Certified Public Accountants
and Consultants

3300 East 1st Avenue, Suite 450
Denver, Colorado 80206
Telephone: (720) 669-3358
www.causeypf.com

January 29, 2026

Brazoria County, Texas
237 East Locust,
Angleton, Texas 77515

Greenberg Traurig, LLP
1000 Louisiana Street, Suite 6700
Houston, Texas 77002

Estrada Hinojosa & Company, Inc.
14414 Blanco Road, Suite 320
San Antonio, Texas 78216

We have completed our engagement to verify the mathematical accuracy of the computations relating to the adequacy of cash plus a U.S. Treasury Security (State and Local Government Series) (herein referred to as the "Escrowed Security") to be held in escrow to pay the debt service requirements of the following obligations (herein collectively referred to as the "Defeased Obligations") issued by the Brazoria County, Texas (herein referred to as the "County"):

- Unlimited Tax Refunding Bonds, Series 2016 (only those bonds described in Exhibit B-4) (herein referred to as the "Defeased 2016 Bonds"),

- Certificates of Obligation, Series 2018 (only those certificates described in Exhibit B-5) (herein referred to as the "Defeased 2018 Certificates"),

- Unlimited Tax Refunding Bonds, Series 2018 (only those bonds described in Exhibit B-6) (herein referred to as the "Defeased 2018 Bonds").

We express no opinion as to the attainability of the assumptions underlying the computations or the tax-exempt status of the Defeased Obligations. Our verification was performed solely on the schedules of proposed transactions provided by Estrada Hinojosa (herein referred to as the "Underwriter"). In the course of our engagement to verify the mathematical accuracy of the computations in the schedules provided to us, we prepared Exhibits A through B-3 attached hereto and made a part hereof.

The scope of our engagement consisted of performing the procedures described herein. These procedures were performed in a manner that we deem to be appropriate.

The accompanying exhibits of proposed transactions were prepared on the basis of assumptions underlying the computations and in accordance with the procedures described herein. We did not independently confirm the information used with outside parties.

OUR UNDERSTANDING OF THE TRANSACTION

On January 29, 2026, the County intends to contribute cash to defease the Defeased Obligations. A portion of the cash contribution will be used to purchase the Escrowed Security and to provide cash that will be placed in an escrow account to defease the Defeased Obligations.

The Escrow Agent will pay the scheduled debt service requirements of the Defeased 2016 Bonds on March 1, 2026 and will redeem the Defeased 2016 Bonds, at a redemption price equal to 100% of par, on March 1, 2026, which is the first optional redemption date for these bonds.

The Escrow Agent will pay the scheduled debt service requirements of the Defeased 2018 Certificates on March 1, 2026 and will redeem the Defeased 2018 Certificates, at a redemption price equal to 100% of par, on March 1, 2026, which is the first optional redemption date for these certificates.

The Escrow Agent will pay the scheduled debt service requirements of the Defeased 2018 Bonds on March 1, 2026 and will redeem the Defeased 2018 Bonds, at a redemption price equal to 100% of par, on March 1, 2026, which is the first optional redemption date for these bonds.

ESCROW ACCOUNT TRANSACTIONS

We verified the mathematical accuracy of the accompanying calculations of the escrow account transactions proposed to defease the Defeased Obligations.

The presently outstanding debt service requirements of the Defeased Obligations will be satisfied by the purchase of the Escrowed Security (as described in Exhibit A-2) plus $0.97 in cash. The Escrowed Security and cash will be placed in an irrevocable escrow account and held therein until the Defeased Obligations are redeemed as previously described.

We read copies of (1) the Official Statement dated January 13, 2016 for the Defeased 2016 Bonds, and (2) the Official Statement dated July 24, 2018 for the Defeased 2018 Bonds and the Defeased 2018 Certificates, insofar as these obligations are each described with respect to principal amounts, interest rates, maturity dates, and redemption provisions. We assumed these documents to be accurate and all debt service payments on the Defeased Obligations to be current as of January 29, 2026. We compared the above information set forth in such documents with the related information contained in the schedules provided to us and found the information to be consistent.

We compared the subscribed interest rate of the Escrowed Security to be purchased and placed in escrow with the maximum allowable interest rate as published in the SLGS Daily Rate Table by the Bureau of the Fiscal Service for January 14, 2026 and found the subscribed rate to be less than or equal to the maximum allowable rate that was in effect on the subscription date for the applicable maturity date.

Based on the procedures and information set forth above, the computations provided to us and represented in Exhibits A through B-3, which indicate that the cash and Escrowed Security proposed to be placed in escrow by the County will produce the amount necessary to provide for the timely payment of the proposed debt payment schedule on the Defeased Obligations, are mathematically correct.

USE OF THIS REPORT

It is understood that this report is solely for the information of and assistance to the addressees hereof in connection with the defeasance of the Defeased Obligations and is not to be used, relied upon, circulated, quoted or otherwise referred to for any other purpose without our written consent, except that (i) the report may be used in its entirety as an exhibit to the escrow agreement for the Defeased Obligations, (ii) the report may be included in the transcripts pertaining to the defeasance of the Defeased Obligations, (iii) the report may be relied upon by Bond Counsel in connection with its opinion concerning the Defeased Obligations, (iv) the report may be relied upon by any rating agency or bond insurer that shall have rated or insured or that will rate or insure the Defeased Obligations, and (v) the report may be relied upon by the Trustee for the Defeased Obligations.

* * * * * * * * *

The scope of our engagement is deemed by the addressees hereto to be sufficient to assist such parties in evaluating the mathematical accuracy of the various computations cited above. The sufficiency of this scope is solely the responsibility of the specified users of this report and should not be taken to supplant any additional inquiries or procedures that the users would undertake in their consideration of the transaction described herein. We make no representation regarding the sufficiency of the scope of this engagement. This report should not be used by any party who does not agree to the scope set forth herein and who does not take responsibility for the sufficiency and appropriateness of such scope for their purposes.

We have no obligation to update this report because of events, circumstances, or transactions occurring subsequent to the date of this report.

Very truly yours,

EXHIBIT A

BRAZORIA COUNTY, TEXAS
PARTIAL DEFEASANCE OF THE
UNLIMITED TAX REFUNDING BONDS, SERIES 2016,
CERTIFICATES OF OBLIGATION, SERIES 2018, AND
UNLIMITED TAX REFUNDING BONDS, SERIES 2018

ESCROW ACCOUNT CASH FLOW
AS OF JANUARY 29, 2026

Date	Cash Receipt From Escrowed Security (Exhibit A-1)	Cash Disbursement From Escrow (Exhibit B)	Cash Balance
Beginning Balance:			$0.97
01-Mar-26	$8,474,699.03	$8,474,700.00	0.00
	$8,474,699.03	$8,474,700.00	

EXHIBIT A-1

BRAZORIA COUNTY, TEXAS
PARTIAL DEFEASANCE OF THE
UNLIMITED TAX REFUNDING BONDS, SERIES 2016,
CERTIFICATES OF OBLIGATION, SERIES 2018, AND
UNLIMITED TAX REFUNDING BONDS, SERIES 2018

CASH RECEIPT FROM THE ESCROWED SECURITY
AS OF JANUARY 29, 2026

	$8,448,151.00	
	3.700000%	**Total**
Payment	**SLGS (1)**	**Cash**
Date	**01-Mar-26**	**Receipt**
01-Mar-26	$8,474,699.03	$8,474,699.03
	$8,474,699.03	$8,474,699.03

(1) U.S. Treasury Certificate of Indebtedness (State and Local Government Series).

EXHIBIT A-2

BRAZORIA COUNTY, TEXAS
PARTIAL DEFEASANCE OF THE
UNLIMITED TAX REFUNDING BONDS, SERIES 2016,
CERTIFICATES OF OBLIGATION, SERIES 2018, AND
UNLIMITED TAX REFUNDING BONDS, SERIES 2018

DESCRIPTION OF THE ESCROWED SECURITY
AS OF JANUARY 29, 2026

Type	Settlement Date	Maturity Date	Par Amount	Coupon Rate	Price	Total Cost
SLGS	29-Jan-26	01-Mar-26	$8,448,151.00	3.700%	100.000000%	$8,448,151.00
			$8,448,151.00			$8,448,151.00

EXHIBIT B

BRAZORIA COUNTY, TEXAS
PARTIAL DEFEASANCE OF THE
UNLIMITED TAX REFUNDING BONDS, SERIES 2016,
CERTIFICATES OF OBLIGATION, SERIES 2018, AND
UNLIMITED TAX REFUNDING BONDS, SERIES 2018

COMBINED ESCROW ACCOUNT DISBURSEMENT
REQUIREMENTS FOR THE DEFEASED OBLIGATIONS
AS OF JANUARY 29, 2026

	Debt Payment For			
Payment Date	Defeased 2016 Bonds (Exhibit B-1)	Defeased 2018 Certificates (Exhibit B-2)	Defeased 2018 Bonds (Exhibit B-3)	Total Debt Payment
01-Mar-26	$1,096,750.00	$6,281,200.00	$1,096,750.00	$8,474,700.00
	$1,096,750.00	$6,281,200.00	$1,096,750.00	$8,474,700.00

EXHIBIT B-1

BRAZORIA COUNTY, TEXAS
PARTIAL DEFEASANCE OF THE
UNLIMITED TAX REFUNDING BONDS, SERIES 2016,
CERTIFICATES OF OBLIGATION, SERIES 2018, AND
UNLIMITED TAX REFUNDING BONDS, SERIES 2018

ESCROW ACCOUNT DISBURSEMENT REQUIREMENTS
FOR THE DEFEASED 2016 BONDS
AS OF JANUARY 29, 2026

		Payment For		
Payment Date	Rate	Principal Redeemed	Interest	Total
01-Mar-26	5.000%	$1,070,000.00	$26,750.00	$1,096,750.00
		$1,070,000.00	$26,750.00	$1,096,750.00

EXHIBIT B-2

BRAZORIA COUNTY, TEXAS
PARTIAL DEFEASANCE OF THE
UNLIMITED TAX REFUNDING BONDS, SERIES 2016,
CERTIFICATES OF OBLIGATION, SERIES 2018, AND
UNLIMITED TAX REFUNDING BONDS, SERIES 2018

ESCROW ACCOUNT DISBURSEMENT REQUIREMENTS
FOR THE DEFEASED 2018 CERTIFICATES
AS OF JANUARY 29, 2026

		Payment For		
Payment Date	Rate	Principal Redeemed	Interest	Total
01-Mar-26	Various	$6,145,000.00	$136,200.00	$6,281,200.00
		$6,145,000.00	$136,200.00	$6,281,200.00

EXHIBIT B-3

BRAZORIA COUNTY, TEXAS
PARTIAL DEFEASANCE OF THE
UNLIMITED TAX REFUNDING BONDS, SERIES 2016,
CERTIFICATES OF OBLIGATION, SERIES 2018, AND
UNLIMITED TAX REFUNDING BONDS, SERIES 2018

ESCROW ACCOUNT DISBURSEMENT REQUIREMENTS
FOR THE DEFEASED 2018 BONDS
AS OF JANUARY 29, 2026

		Payment For		
Payment Date	Rate	Principal Redeemed	Interest	Total
01-Mar-26	5.000%	$1,070,000.00	$26,750.00	$1,096,750.00
		$1,070,000.00	$26,750.00	$1,096,750.00

EXHIBIT B-4

BRAZORIA COUNTY, TEXAS
PARTIAL DEFEASANCE OF THE
UNLIMITED TAX REFUNDING BONDS, SERIES 2016,
CERTIFICATES OF OBLIGATION, SERIES 2018, AND
UNLIMITED TAX REFUNDING BONDS, SERIES 2018

DEBT SERVICE REQUIREMENTS FOR THE DEFEASED 2016 BONDS
ASSUMING NO OPTIONAL REDEMPTIONS PRIOR TO MATURITY
AS OF JANUARY 29, 2026

(FOR INFORMATIONAL PURPOSES ONLY)

Payment		Payment For		Total Debt
Date	Rate	Principal	Interest	Payment
01-Mar-26			$26,750.00	$26,750.00
01-Sep-26			26,750.00	26,750.00
01-Mar-27	5.000%	$1,070,000.00	26,750.00	1,096,750.00
		$1,070,000.00	$80,250.00	$1,150,250.00

EXHIBIT B-5

BRAZORIA COUNTY, TEXAS
PARTIAL DEFEASANCE OF THE
UNLIMITED TAX REFUNDING BONDS, SERIES 2016,
CERTIFICATES OF OBLIGATION, SERIES 2018, AND
UNLIMITED TAX REFUNDING BONDS, SERIES 2018

DEBT SERVICE REQUIREMENTS FOR THE DEFEASED 2018 CERTIFICATES
ASSUMING NO OPTIONAL REDEMPTIONS PRIOR TO MATURITY
AS OF JANUARY 29, 2026

(FOR INFORMATIONAL PURPOSES ONLY)

Payment		Payment For		Total Debt
Date	Rate	Principal	Interest	Payment
01-Mar-26			$136,200.00	$136,200.00
01-Sep-26			136,200.00	136,200.00
01-Mar-27	5.000%	$390,000.00	136,200.00	526,200.00
01-Sep-27			126,450.00	126,450.00
01-Mar-28	5.000%	410,000.00	126,450.00	536,450.00
01-Sep-28			116,200.00	116,200.00
01-Mar-29	5.000%	430,000.00	116,200.00	546,200.00
01-Sep-29			105,450.00	105,450.00
01-Mar-30	5.000%	455,000.00	105,450.00	560,450.00
01-Sep-30			94,075.00	94,075.00
01-Mar-31	5.000%	475,000.00	94,075.00	569,075.00
01-Sep-31			82,200.00	82,200.00
01-Mar-32	5.000%	500,000.00	82,200.00	582,200.00
01-Sep-32			69,700.00	69,700.00
01-Mar-33	4.000%	525,000.00	69,700.00	594,700.00
01-Sep-33			59,200.00	59,200.00
01-Mar-34	4.000%	545,000.00	59,200.00	604,200.00
01-Sep-34			48,300.00	48,300.00
01-Mar-35	4.000%	570,000.00	48,300.00	618,300.00
01-Sep-35			36,900.00	36,900.00
01-Mar-36	4.000%	590,000.00	36,900.00	626,900.00
01-Sep-36			25,100.00	25,100.00
01-Mar-37	4.000%	615,000.00	25,100.00	640,100.00
01-Sep-37			12,800.00	12,800.00
01-Mar-38	4.000%	640,000.00	12,800.00	652,800.00
		$6,145,000.00	$1,961,350.00	$8,106,350.00

EXHIBIT B-6

BRAZORIA COUNTY, TEXAS
PARTIAL DEFEASANCE OF THE
UNLIMITED TAX REFUNDING BONDS, SERIES 2016,
CERTIFICATES OF OBLIGATION, SERIES 2018, AND
UNLIMITED TAX REFUNDING BONDS, SERIES 2018

DEBT SERVICE REQUIREMENTS FOR THE DEFEASED 2018 BONDS
ASSUMING NO OPTIONAL REDEMPTIONS PRIOR TO MATURITY
AS OF JANUARY 29, 2026

(FOR INFORMATIONAL PURPOSES ONLY)

Payment		Payment For		Total Debt
Date	Rate	Principal	Interest	Payment
01-Mar-26			$26,750.00	$26,750.00
01-Sep-26			26,750.00	26,750.00
01-Mar-27	5.000%	$520,000.00	26,750.00	546,750.00
01-Sep-27			13,750.00	13,750.00
01-Mar-28	5.000%	550,000.00	13,750.00	563,750.00
		$1,070,000.00	$107,750.00	$1,177,750.00

EXHIBIT C

BRAZORIA COUNTY, TEXAS
PARTIAL DEFEASANCE OF THE
UNLIMITED TAX REFUNDING BONDS, SERIES 2016,
CERTIFICATES OF OBLIGATION, SERIES 2018, AND
UNLIMITED TAX REFUNDING BONDS, SERIES 2018

ESTIMATED SOURCES AND USES OF FUNDS
AS OF JANUARY 29, 2026

Sources of Funds:	
Issuer Contribution	$8,507,651.97
Total Sources of Funds	$8,507,651.97
Uses of Funds:	
Beginning Escrow Account Cash Balance	$0.97
Cost of the Escrowed Security	8,448,151.00
Issuance Costs	59,500.00
Total Uses of Funds	$8,507,651.97

EXHIBIT C

Consent to Escrow Agreement

Upon receipt of sufficient funds from the Escrow Agent, U.S. Bank Trust Company, National Association, as Paying Agent for the Defeased Obligations (as defined in the foregoing Escrow Agreement), hereby acknowledges and consents to provide for the full and timely payment of the principal of and interest on such series of Defeased Obligations.

U.S. Bank Trust Company, National Association further consents to the management of the Escrow Fund by the Escrow Agent in accordance with the terms and conditions of the Escrow Agreement and agrees to be bound by the terms of the Escrow Agreement with respect to its obligations as a paying agent.

U.S. Bank Trust Company, National Association agrees to continue to serve as Paying Agent for which it is now serving as Paying Agent, and it will serve as Paying Agent for each of the Series of the Defeased Obligations for the compensation provided under the fee schedule currently in effect and it will look to the County directly for payment of its fees; and, in the event of nonpayment of such fees, the sole remedy of the Paying Agent shall be an action against the County for recovery of the fees owing under the paying agency agreement for which it serves.

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION

By:_____

Name:_____

Title:_____

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.2. **1/27/2026**

Acceptance of Donation from Olin Corporation

That, pursuant to the Texas Local Government Code §81.032, on behalf of Brazoria County, the Court accepts the donation of $5,000.00 from Olin Corporation for the benefit of Precinct 1 Constable's Office.

County Judge is hereby authorized to sign any documents necessary to complete the donation upon final review of the District Attorney's Office.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.3. **1/27/2026**

Nominating Grievance Committee

That according to Local Government Code §152.014 the following Elected Officials and Grand Jury Members be nominated to the Grievance Committee for the period of January 1, 2026 to December 31, 2026. Further, that the County Clerk be authorized to notify members and report back to the Court:

Elected Officials:

1. Brazoria County Judge (non-voting member)
2. Brazoria County Sheriff
3. Brazoria County Tax Assessor Collector
4. Brazoria County Treasurer
5. Brazoria County Clerk
6. Brazoria County District Clerk
7. Brazoria County District Attorney

Grand Jury Nominees Drawn:

1. Ann Merrill- Pearland
2. Angela Ritter- Brazoria
3. Debbie Dittrich - Damon
4. Robin Rios - Richwood
5. Kevin Nguyen - Iowa Colony
6. Ravi K. Singhania - Lake Jackson
7. Giuseppe Castillo - Clute
8. Janice Metzger - Manvel
9. Raquel Green - Rosharon

Further, that the first 3 (three) Grand Jury Members who reply back to the County Clerk's Office with acceptance letters, will be considered Committee members. The remainder of names drawn shall be considered alternate members to the Committee.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.4. **1/27/2026**

Treasurer’s Monthly Cash an Investment Report for October 2025

Approve the Treasurer’s Monthly Cash and Investment Report for October 2025. This order and affidavit must be filed with the County Clerk.

It is further requested that a certified copy of this court order be returned to the County Treasurer. This report will be published on the County Website.

ANGELA DEES, CIO
BRAZORIA COUNTY TREASURER
111 E. Locust, Room 305 Angleton, Texas 77515-4654
979-864-1353 FAX 979-864-1680

Attached is the Monthly Treasurer's Report submitted by Angela Dees, Brazoria County Treasurer for the month of **October 2025**. This report is submitted in compliance with the Local Government Code Chapter 114, Chapter 2256 and Chapter 2257. This report contains:

Commissioners' Court Affidavit: 114.026 (d)
Monies received and disbursed: 114.026 (a) (1)
Pledged Securities Management Report: 2257.021
All other proceedings in the Treasurer's office: 114.026 (a) (3)
Brazoria County general ledger fund activity: 114.026 (c)

Brazoria County Investment Portfolio for **October 2025**: 2256.023

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORTS ARE TRUE AND CORRECT."

Angela Dees, CIO
Brazoria County Treasurer

MINUTES OF COUNTY FINANCES
TREASURER'S MONTHLY REPORT AFFIDAVIT
COMMISSIONERS' COURT **January 27, 2026**

BEFORE ME, the undersigned authority, a Notary Public in and for Brazoria County, Texas, on this day personally appeared the Members of Brazoria County Commissioners' Court and who after being duly sworn upon their oaths do hereby state as follows:

The requirements of Subsection (c) of the Texas Local Government Code §114.026 have been met and that we have reviewed and examined the Monthly Report of: ANGELA DEES, Treasurer of Brazoria County, Texas for **October 2025.**

Further, having taken reasonable steps to ensure its accuracy as presented, approve the report and enter this order into the minutes which state total cash and other assets in the custody of the County Treasurer at the time of the examination to be **$169,047,757.84**

The Treasurer's report and this affidavit will be published on the Brazoria County website.

_____
L. M. "Matt" Sebesta, Jr
County Judge

_____
Jay Burridge
Commissioner Precinct 1

_____
Ryan Cade
Commissioner Precinct 2

_____
Stacy L. Adams
Commissioner Precinct 3

_____
David R. Linder
Commissioner Precinct 4

SUBSCRIBED AND SWORN TO BEFORE ME THIS **27th day of January, 2026**.

_____
Notary Public in and for Brazoria County, Texas
My Commission Expires: _____

Brazoria County Bank Account Activity and Interest Report for October 2025

Account	Beginning Bank Balance 10/1/2025	Deposits and Other Credits Received	Checks and Other Debits Disbursed	Ending Bank Balance 10/31/2025	Monthly Interest Earned	Interest Rate
FIRST NATIONAL BANK OF LAKE JACKSON						
Payroll	1,776,974.12	12,445,791.93	12,320,018.03	1,902,748.02	5,332.27	2.66
Operating	9,697,149.70	22,428,990.98	23,778,332.64	8,347,808.04	20,613.99	2.79
Comptroller Direct Deposit	223,087.00	2,799,314.63	2,749,559.74	272,841.89	2,661.31	2.79
Employee Benefit Trust Fund *	1,407,507.21	2,594,440.76	2,729,438.43	1,272,509.54	3,491.74	2.79
Credit Card Account	1,179,571.03	718,241.52	1,050,202.24	847,610.31	2,463.26	2.79
E-Filing / E-Recording	605,186.85	387,419.15	535,058.65	457,547.35	1,295.37	2.79
Parks Credit Card	56,603.15	49,538.81	46,043.63	60,098.33	144.04	2.79
Electronic Collections Clearing	199,294.15	110,356.16	148,251.14	161,399.17	425.44	2.79
Brazoria County Receivables	-	702,336.48	702,336.48	0.00	5.90	2.79
Tax Assessor/Collector Veh Inventory Prop Tax	1,926,780.75	251,504.98	3,405.19	2,174,880.54	4,970.52	2.79
Tax Assessor/Collector Boat Sales Tax *	45,842.27	85,219.82	81,779.82	49,282.27	76.33	2.79
Tax Assessor/Collector Motor Vehicle Acct	3,075,223.59	9,008,988.54	9,079,613.66	3,004,598.47	8,070.32	2.79
Tax Assessor/Collector Boat Collections	33,605.33	72,676.73	102,167.37	4,114.69	27.03	2.79
Tax Assessor/Collector Sales Tax Account *	773,189.45	6,192,145.63	6,276,277.79	689,057.29	1,469.50	2.79
Tax Assessor/Collector Tax Account	2,266,168.12	25,600,152.65	20,630,422.96	7,235,897.81	12,712.34	2.79
County Clerk Registry Fund	7,932,189.24	320,278.41	6,571,261.63	1,681,206.02	5,858.52	2.79
District Clerk Trust Fund	4,364,763.49	314,738.08	906,212.69	3,773,288.88	8,731.70	2.79
Sheriff Barber Shop Ed Training Program *	87,673.69	617.11	494.73	87,796.07	197.71	2.79
Sheriff's Dept Narcotic Unit-Operations	4,426.58	10,000.00	3,500.00	10,926.58	8.14	2.79
Comm. Super & Corrections Dept. Restitution Acct	117,146.12	33,046.42	22,714.04	127,478.50	282.00	2.79
District Atty Check Collection Account	21,783.30	1,414.02	1,968.98	21,228.34	48.72	2.79
Investment Acct	-	4,107,848.34	4,107,848.34	0.00	2,926.08	2.79
County Clerk Juvenile Restitution	2,463.86	575.00	1,433.61	1,605.25	4.48	2.79
District Clerk Restitution Fund	4,696.26	256.98	74.62	4,878.62	10.77	2.79
District Atty Task Force Operations	20,200.00	0.00	0.00	20,200.00	45.64	2.79
Insurance Credit Card	-	2,702.50	0.00			
First National Bank of Lake Jackson Totals	**35,821,525.26**	**88,238,595.63**	**91,848,416.41**	**32,209,001.98**	**81,873.12**	

Total Balance of Non-Int Earning Accts: **13,622,979.96**

Sheriff, County and District Clerks Cash Bonds; Inmate Trust; TCEQ; Bail Bond Sec; HMGP

Total balance of all accounts at First National Bank of Lake Jackson as of last day of month **45,831,981.94**

This report is presented in accordance with The Texas Government Code Title 4 Sec. 114.026 (a)(1) and I certify that to the best of my knowledge the above is the true and correct cash balance remaining in the Treasurer's custody.

Angela Dees, CIO

Brazoria County Treasurer

ANGELA DEES, CIO
BRAZORIA COUNTY TREASURER
111 E. Locust, Room 305 Angleton, Texas 77515-4654
979-864-1353 FAX 979-864-1680

Attached is a copy of the management report for the securities that were pledged to Brazoria County by First National Bank of Lake Jackson for the month of: **October 2025.**

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORT IS TRUE AND CORRECT."

Angela Dees, CIO
Brazoria County Treasurer

Safekeeping Code / Location	Cusip / Trans#	Description / Maturity / FAS 115	Prerefund	Pool Coupon	Moody StdPoor	Original Face / Pledged Percent	Pledged Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
FHLB	3137H26Q2	FHR 5144 PB				$2,500,000.00	$2,500,000.00	$1,759,032.18	$1,759,032.18	$1,489,325.58
	625853202108301	9/25/2051		1.250		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136BJT47	FNR 2021-75 PB				$2,000,000.00	$2,000,000.00	$1,440,377.30	$1,439,259.46	$1,234,206.16
	637211202110281	11/25/2051		1.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
42 CMOs - Fixed Rate							$106,250,000.00	$30,863,214.51	$31,039,865.93	$26,273,624.00
Total Pledged 122 To: BRC BRAZORIA COUNTY							$314,220,297.00	$55,939,065.43	$56,199,951.81	$49,185,239.83

$0.00	Munis with Maturity Under 2 Years	$44,661.74	Other securities with Stated Maturity Under 2 Years
$0.00	Munis with Maturity Over 2 Years	$55,894,403.69	Other securities with Stated Maturity Over 2 Years

** If no data is shown, then there are no pledges for the current period.

ANGELA DEES, CIO
BRAZORIA COUNTY TREASURER

Brazoria County Treasurer's Office Proceedings for October 2025

ACTIVITY	COUNT	AMOUNT
Cash Receipts issued	57	$ 531,682.51
Treasurer BCSO Transport Cash/Checks Deposits Processed	13	$ 269,819.21
Treasurer Remote Deposits Processed	38	$ 312,524.94
HealthCare Invoices processed	11	$ 2,135,744.78
Retiree Premium Processed	437	$ 64,838.58
Under 65 Retiree Prepaid 401H Reimbursements processed	148	$ 42,755.00
Over 65 Retiree Prepaid 401H reimbursements processed	274	$ 76,686.00
Wire Transfers executed	103	$ 20,314,887.96
Toll Road Wires Executed	5	$ 989,366.44
EFT files processed	17	$ 10,671,025.84
Account Payables checks printed and distributed (102101)	1358	$ 9,970,928.58
Jury Payments Processed	1597	$ 35,986.00
BCCSCD checks printed and distributed	88	$ 26,064.98
HUD checks printed and distributed	90	$ 143,958.32
Payroll checks printed and distributed (102821)	62	$ 55,354.95
Payroll advices printed and distributed (est):	0	$ -
Stop payments issued	25	$ 4,919.88
Positive Pay files processsed:	11	$ -
General ledger Journal Entries posted - BRAZO		-
Toll Road General Ledger Journal Entries Posted	0	-
Reports to State	3	
EFT Set ups, Declines and/or changes to EFT's	5	-

Submitted for compliance with Local Government Code Sec. 114.026 subsection (a)(3)
"I certify to the best of my knowledge the above information is true and correct."

Angela Dees, CIO
Brazoria County Treasurer

Brazoria County General Ledger Fund Balance Activity
October 1, 2025 - October 31, 2025

General Ledger Fund balances are of the last day of the month and may not include all journal entries and adjustments for that month. Bank accounts have been reconciled or, are in the process of being reconciled to general ledger since this report was generated. Submitted for compliance with Local Government Code Sec. 114.026 subsection (c)

	Cash				Investments			
Fund	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
10000 - General Fund	-$28,070,918.63	$78,311,901.27	-$69,028,092.23	-$18,787,109.59	$82,336,569.09	$8,352,484.82	-$19,000,000.00	$71,689,053.91
10100 - General Fund - Construction	$195,102.02	$0.00	-$198,182.02	-$3,080.00				
10200 - Juv Prob Fees	$7,861.48	$79.30	-$40.00	$7,900.78				
10300 - Unclaimed Juvenile Restitution	$11,594.79	$797.49	$0.00	$12,392.28				
10340 - Constable 4 Marine Team	$61,328.88	$257.44	-$6,300.00	$55,286.32				
10350 - Sheriff Special Response Team	$6,139.86	$0.00	-$9,897.09	-$3,757.23				
10351 - Sheriff Drone Team								
10352 - Sheriff Marine Team								
10353 - Sheriff Dive Team								
10400 - Env Health-Retail Food Permits	$60,088.47	$31,077.85	-$39,875.62	$51,290.70				
10500 - District Clerk Contingency	$571,174.74	$2,678.44	-$0.30	$573,852.88	$311,280.61	$1,094.99	$0.00	$312,375.60
10600 - Fire Training Field	$13,973.41	$65.04	-$70.90	$13,967.55				
10700 - Parks Special Events	$27,252.72	$253.08	$0.00	$27,505.80				
10710 - Parks SFA Special Projects	$11,564.88	$239.86	-$906.24	$10,898.50				
10850 - CPS-Donations	$47,007.44	$2,264.68	-$1,020.00	$48,252.12				
20000 - Road and Bridge Non-Construct	$5,800,816.87	$1,857,642.57	-$4,271,962.97	$3,386,496.47	$36,338,391.34	$129,922.78	$0.00	$36,468,314.12
20500 - Road and Bridge Construction	$493,450.76	$51,132.39	-$560,774.34	-$16,191.19				
30000 - USDA-WIC								
30100 - HHSC Women Infants & Children	-$331,973.39	$360,087.23	-$399,436.82	-$371,322.98				
30200 - USDA-WIC Peer Counseling								
30300 - USDA-WIC Registered Diet								
30400 - USDA-WIC Lactation Reimb.								
30502 - HHS-PPCPS-CRI	-$6,304.51	$10,276.96	-$9,939.00	-$5,966.55				
30600 - HHS-RLSS-LPHS	-$1,791.97	$7,527.41	-$5,320.13	$415.31				
30701 - HHS-CPS/HCID-PHEP								
30702 - HHS-CPS/UNIQUE								
30705 - HHS-PPCPS-HAZARDS	-$309.65	$8,150.06	-$15,839.22	-$7,998.81				
30706 - 2017 Hur Public Hlth Crisis R								
30707 - COVID-19 Health Grant								
30708 - COVID19-2 Health Grant								
30709 - COVID-19 Vaccination Capacity								
30710 - HHS-INFECTIOUS_DIS_CONTRL_UNIT	-$6,532.75	$12,694.51	-$15,262.34	-$9,100.58				
30711 - COVID Health Disparities								
30712 - COVID-PH Workforce Capacity								
30713 - PHIG-Public Hlth Infrastructur	-$30,421.65	$51,673.12	-$42,573.67	-$21,322.20				
30714 - HHS-Medical Reserve Corps								
30800 - HHS-CPS-Title IV-E-FCM	-$23,303.14	$20,911.47	-$15,562.12	-$17,953.78				
30850 - HHS-CPS-Title IV-E Legal Svcs	-$98,879.96	$38,759.52	-$170,878.54	-$230,998.98				
31100 - DHS-Repetitive Flood Claims								
31300 - DHS-Buffer Zone Protection	$319.21	$0.00	$0.00	$319.21				
31500 - DHS-St Homeland Sec-UASI	-$240.00	$0.00	-$42,740.00	-$42,980.00				
31501 - DHS-St-UASI-M&A	-$203.96	$617.12	-$622.54	-$209.38				
31504 - DHS-Ballistic Vests								
31505 - DHS-Dispatch Console Upgrade								
31506 - DHS-BC Mobile Command Trailer	-$177,015.02	$0.00	$0.00	-$177,015.02				
31508 - DHS-BC Mobile Command Vehicle								
31550 - DHS-Breach Attack Simulation								
31600 - DHS-St Homeland Security	$500.00	$0.00	$0.00	$500.00				
31611 - DHS-Victoria OPSG	-$4,599.49	$0.00	$0.00	-$4,599.49				
32013 - Section8-Adm								
32019 - HUD-2019-Section 8 Housing-ADM								
32022 - HUD-AllYrsSection8 Housing-ADM	$1,456,260.12	$217,190.17	-$202,119.26	$1,471,331.03				
32030 - HUD-AllYrs-Section 8-SVs-ADM	$0.00	$0.00	-$9.51	-$9.51				
32052 - HUD-AllYrs-Section 8-EHV-ADM	$240,958.03	$2,690.12	-$2,588.23	$241,059.92				
32119 - HUD-2019-Section 8 Housing-HAP								
32120 - HUD-2020-Section 8 Housing-HAP								
32121 - HUD-2021-Section 8 Housing-HAP								
32122 - HUD-2022-Section 8 Housing-HAP								
32123 - HUD-AllYrs-Section8Housing-HAP	$101,810.54	$884,034.50	-$874,477.00	$111,368.04				
32130 - HUD-AllYrs-Section 8-SVs-HAP								
32140 - HUD-AllYrs-Section8-FYI-HAP								
32153 - HUD-AllYrs-Section 8-EHV-HAP	$25,728.54	$30,450.50	-$41,527.00	$14,652.04				
32211 - HUD-CDBG-2011								
32212 - HUD-CDBG-PY2012								
32213 - CDBG	-$78,947.88	$14,078.79	-$46,912.05	-$111,781.14				
32214 - HOME	$64,160.57	$7,087.93	-$18,876.48	$52,372.02				
32215 - ESG								
32600 - HUD-Texas CDBG	-$482,006.85	$573.17	-$4,275.12	-$485,708.80				
32610 - HUD-2016 Flood GLO	-$174,611.27	$16.19	-$220.93	-$174,816.01				
32620 - HUD-Harvey GLO	-$61,456.50	$35,246.07	-$476,676.45	-$502,886.88				
33200 - USDOJ-Crime Vict Assist-VOCA	-$2,384.05	$24,636.24	-$48,026.11	-$25,773.92				
33201 - USDOJ-Crime Vict Assist Prog								

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
33202 - USDOJ-Crime Victim Assist Prog								
33250 - USDOJ-CSCD-Victim Svcs Prg								
33251 - USDOJ-CSCD-VSP	-$967.12	$0.00	-$1,160.50	-$2,127.62				
33300 - USDOJ-Drug Court Program	-$27,856.46	$1,845.00	-$460.00	-$26,471.46				
33301 - OOG - Mental Health Court	-$17,209.42	$255.00	-$125.00	-$17,079.42				
33303 - OOG-Body Worn Cameras								
33305 - OOG-Radio Communications Tower								
33310 - USDOJ-DWI Court Program	-$15,658.04	$4,011.74	-$2,004.00	-$13,650.30				
33320 - USDOJ-Veterans Court Program	$3,545.53	$1,750.00	-$1,255.67	$4,039.86				
33330 - USDOJ-Domestic Violence Court	-$16,022.67	$23,393.09	-$20,932.42	-$13,562.00				
33415 - OJP-Edward Byrne Mem JAG Grant	$17,773.00	$0.00	$0.00	$17,773.00				
33500 - USDOJ-DEA-Narcotics OT Exp	-$2,528.34	$0.00	$0.00	-$2,528.34				
33510 - USDOJ-Organized Crime Drug Enf								
33517 - Auto Theft Task Force	-$45,432.14	$69,962.03	-$57,495.95	-$32,966.06				
33518 - Texas Anti-Gang Program								
33530 - JLEO - Join Law Enforcement Op								
33900 - USDOJ-SCAAP	$198,734.76	$929.72	$0.00	$199,664.48				
34105 - TPW-HRCP-COL BOTTOMLAND PROJ								
34106 - TPW-Resoft Park Trail Dvlpmt								
34108 - TPW-FM 2918 Boat Ramp Reno	$318.17	$0.00	-$18,949.46	-$18,631.29				
34200 - DOI-Parks Boating Access								
34250 - DOI-Swan Lake Boat Ramp								
34400 - USDOT-CR 257 Repairs								
34600 - FEMA- Flood Disaster 2015								
34610 - FEMA - Flood Disaster 2016								
34615 - FEMA-Harvey 2017	$983,179.36	$0.00	$0.00	$983,179.36				
34616 - FEMA-Hazard Mitigation Grant P	-$257,276.21	$50,608.60	-$138,960.80	-$345,628.41				
34619 - Fema - Flood Disaster 2019								
34620 - CARES-Coronavirus Relief Fund								
34621 - FEMA-Laura 2020								
34623 - FEMA-DR4485TX COVID19 Pandemic								
34624 - FEMA Winter Storm-inc pd 2.11	-$228,834.05	$0.00	$0.00	-$228,834.05				
34625 - FEMA-Nicholas 2021								
34626 - FEMA-Beryl 2024	-$652,501.74	$46,876.35	-$38,289.70	-$643,915.09				
34627 - January 2025 Winter Storm								
34715 - FCC-E-Rate Library Program	-$43,682.48	$87,364.96	-$59,893.37	-$16,210.89				
34717 - FCC-Library ECF Funding								
34820 - USDC-SLP Dune Walkover								
34850 - USTREAS-Restore Act Projects	-$301,157.50	$8,252.72	-$2,471.96	-$295,376.74				
34851 - Emergency Rental Assistance								
34852 - Emergency Rental Assistance 2								
34855 - American Rescue Plan-2021CLFRF	$16,104,851.93	$0.00	-$1,268,000.68	$14,836,851.25	$4,187,714.67	$15,150.38	$0.00	$4,202,865.05
34856 - ARP-Emerg Food & Shelter Prg								
34857 - LATCF-Tribal Consistency Fund								
34860 - DOI-Parks - CIAP Grant								
34880 - TXDOT-SH288 Truck Weigh Statn								
34881 - TXDOT-CR58 PH II (CSJ304)	-$5,301,251.72	$0.00	-$32,839.57	-$5,334,091.29				
34882 - TXDOT-CR59 (CSJ 305)	-$2,141,476.50	$0.00	$0.00	-$2,141,476.50				
34883 - TXDOT-CR101 Widening (CSJ303)	-$777,188.46	$0.00	$0.00	-$777,188.46				
34901 - USDOT-22CVANGLE-RescuePlan								
34902 - USDOT-21CRANGLE-Covid19Relief								
34912 - USDOT-1212ANGLE-Wildlife								
34913 - TXDOT 1312ANGLE-APRON								
34922 - TXDOT - 2212ANGLE								
34923 - TXDOT - 2612ANGLE	-$1,600,000.00	$0.00	$0.00	-$1,600,000.00				
34925 - TXDOT ? CARES 20CRANGLE								
34960 - TDEM-Airport Generator								
35000 - TJJD-State Aid	-$60,267.67	$742,929.41	-$488,383.62	$194,278.12				
35010 - TJJD-Salary Adjustment Grant	-$67,333.10	$1,635,690.53	-$910,998.69	$657,358.74				
35015 - Supplemental & Emergent Funds								
35020 - TJJD-PREA Audit Support	$9,881.75	$0.00	$0.00	$9,881.75				
35650 - TJPC-JJAEP-Boot Camp-8/31	$13,539.64	$40,133.15	-$85,442.33	-$31,769.54				
35800 - TJPC-JJAEP-Boot Camp-7/31								
35900 - TJJD-Mental Health Services								
35950 - TJJD-RDA-RegDiversionAlt-"R"								
36120 - SOS-Voting machines reimb								
36135 - NRA Foundation	$3,000.00	$0.00	$0.00	$3,000.00				
36150 - H-GAC-Tire Collection Grant	-$23,917.55	$0.00	$0.00	-$23,917.55				
36410 - Texas Veterans Treatment Crt								
36602 - GLO-CEPRA-SLP	$15,036.50	$0.00	$0.00	$15,036.50				
36603 - GLO-Follett Dune Restoration	$1,005,812.98	$5,671.36	-$315,336.64	$696,147.70				
36605 - GLO-Beach User Fees	$32,346.73	$58,073.06	-$116,749.97	-$26,330.18				
36606 - GLO_CMP_SJP	$70.03	$160.44	-$374.28	-$143.81				
36801 - TXDOT-CR 48 PROJECT								
36802 - TXDOT-CTIF(Cty Trans Infr Fnd)	$58,673.48	$0.00	-$58,673.48	$0.00				
37000 - OAG-VAG Grant	-$3,535.69	$10,549.04	-$14,144.46	-$7,131.11				
37100 - OAG-TEXAS VINE CONTR	-$7,798.44	$0.00	$0.00	-$7,798.44				
37200 - DFPS-CPS-Title IV-B-Concr Svc								
37300 - TDHCA-Amy Young Barrier Remova								
37400 - TDH-Immunization	-$24,379.43	$47,527.40	-$48,124.54	-$24,976.57				
37710 - OAG-Opioid Settlement	$247,232.89	$0.00	$0.00	$247,232.89				
37800 - OAG-Regional Juv Mental Hlth S								
37913 - TXDOT-M312ANGLE-FY13RAMP								
37914 - TXDOT-M212ANGLE-FY14RAMP								
37916 - TXDOT-M1612ANGL-FY16RAMP								

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
37917 - TXDOT-FY17RAMP								
37924 - TXDOT-FY24RAMP								
37925 - TXDOT-FY25RAMP								
37926 - TXDOT-FY26RAMP								
38000 - Fire Code Inspection & Permit	$232,805.56	$108,318.88	-$218,454.18	$122,670.26				
38010 - Economic Development Tax Abate	$1,917.60	$8.97	$0.00	$1,926.57				
38020 - BC Industrial Development Corp	$103,788.22	$0.00	$0.00	$103,788.22				
38100 - Vital Statistics Fee	$152,162.97	$3,826.89	-$1,938.00	$154,051.86				
38110 - CC Records Mgmt-Recording	$784,871.97	$133,318.41	-$139,767.83	$778,422.55	$1,115,369.22	$3,923.54	$0.00	$1,119,292.76
38120 - CC Records Archive	$2,767,205.44	$149,568.83	-$115,294.76	$2,801,479.51				
38130 - CC Records Mgmt-Criminal	$153,959.45	$5,856.47	-$3,459.32	$156,356.60				
38200 - CC Records Mgmt-Civ,Crim,Prob	$201,083.61	$1,011.85	-$78.48	$202,016.98	$368,020.58	$1,294.57	$0.00	$369,315.15
38210 - County Graffiti Eradication	$3,377.72	$15.80	$0.00	$3,393.52				
38220 - CC-DC Technology	$160,157.69	$1,908.85	-$590.89	$161,475.65				
38230 - CC Records Preservation	$125,704.02	$748.63	$0.00	$126,452.65				
38240 - CC-DC Specialty Court	$219,854.56	$7,132.17	-$3,117.72	$223,869.01				
38250 - CCSB41 Consolidated Rec Mgmt	$178,044.64	$10,593.15	-$5,180.00	$183,457.79				
38251 - CCSB41 Clerk of Court Account	$0.00	$14,452.93	-$10,245.00	$4,207.93				
38300 - Child Abuse Prevention Fund	$2,430.98	$49.39	-$10.84	$2,469.53				
38320 - DC Records Management	$77,342.95	$2,451.03	-$1,130.90	$78,663.08				
38330 - DC Records Archive	$46,202.84	$168.87	-$0.61	$46,371.10				
38340 - DC Records Preservation	$23,361.34	$125.06	-$0.61	$23,485.79				
38350 - DC Records Technology	$40,864.86	$191.88	-$0.61	$41,056.13				
38360 - DCSB41 Consolidated Rec Mgmt	$553,184.53	$39,016.76	-$23,170.10	$569,031.19				
38361 - DCSB41 Clerk of Court Account	$0.00	$44,584.31	-$35,850.15	$8,734.16				
38400 - Justice Court Bldg Security	$13,218.21	$47,116.29	-$72,184.23	-$11,849.73				
38410 - Justice Court Technology Fund	$796,755.97	$16,535.69	-$7,050.27	$806,241.39				
38420 - JPSB41 Support Fund	$1,034,072.92	$66,796.44	-$27,061.34	$1,073,808.02				
38440 - Specialty Court Stipends								
38500 - Courthouse Security	$206,588.48	$47,398.87	-$48,110.97	$205,876.38				
38501 - Courthouse Attny Access Card	$20,793.47	$1,950.32	-$200.00	$22,543.79				
38510 - SB41 Court Facility Fee Fund	$466,471.88	$31,350.08	-$31,741.61	$466,080.35				
38511 - SB41 County Jury Fund	$235,805.57	$15,720.88	-$8,886.39	$242,640.06				
38512 - SB41 Language Access Fund	$195,661.33	$12,741.40	-$5,913.29	$202,489.44				
38513 - SB41 Guardianship Fund	$40,436.76	$2,327.86	-$1,100.00	$41,664.62				
38514 - SB41 Court Report Service Fund	$589,478.10	$48,472.82	-$32,113.57	$605,837.35				
38515 - SB41 Appellate Judicial System	$117,992.28	$7,861.51	-$4,448.18	$121,405.61				
38516 - SB41 Judicial Edu and Support	$19,662.17	$1,121.35	-$520.00	$20,263.52				
38600 - LEOSE	$85,450.44	$781.26	-$2,340.63	$83,891.07				
38710 - D A Hot Check Collection	$6,569.23	$135.00	-$8.87	$6,695.36				
38720 - D A Supplemental	$7,300.21	$79.32	-$485.00	$6,894.53				
38730 - D A Forfeiture, CCP Chapter 59	$689,067.32	$267,577.81	-$36,816.90	$919,828.22				
38750 - Pretrial Diversion	$332,035.59	$69,608.28	-$57,457.83	$344,186.04				
38810 - Voter Registration	-$40,269.86	$62,122.96	-$21,853.10	$0.00				
38820 - Special Inv,Dealer Escrow-Tax	$252,353.88	$16,993.54	-$3,468.47	$265,878.95	$36,358.84	$127.87	$0.00	$36,486.71
38830 - Scofflaw Fees, TTC Sect 502.01	$2,360.62	$11.04	$0.00	$2,371.66				
38910 - Election Services Contract	$358,517.51	$5,695.93	$0.00	$364,213.44				
38920 - Elections - HAVA Equip. Rental	$1,487,020.65	$6,956.59	$0.00	$1,493,977.24				
39020 - Constable Pct 2 Forfeiture	$3,092.15	$14.47	$0.00	$3,106.62				
39040 - Constable Pct 4 Forfeiture	$2,492.04	$11.66	$0.00	$2,503.70				
39100 - Sheriff Contraband Forfeiture	$461,457.96	$2,017.41	-$30,221.65	$433,253.72				
39110 - Braz Cnty Narcotics Task Force	$1,054,305.38	$12,617.42	-$496,886.69	$570,036.11				
39120 - Sheriff Commissary Fund	$1,746,491.56	$211,802.61	-$163,331.82	$1,794,962.34				
39130 - Sheriff-Federal Forfeiture	$867,775.88	$4,029.55	-$6,432.12	$865,373.31				
39200 - Juvenile Case Manager Fund	$26,160.39	$40.02	-$30.00	$26,170.41				
39210 - Bond & Occupational LSF	$26,984.09	$11,697.76	-$16,640.41	$22,041.44				
39300 - Reliant Energy CARE Program	$12,525.26	$0.00	-$7,428.88	$5,096.38				
39305 - Direct Energy N2N								
39306 - Cirro Energy - Utility Assist.	$5,190.35	$0.00	$0.00	$5,190.35				
39310 - UnitedWay-Emergency Assistance								
39390 - SETH-SE TX Housing Fln. Corp.	$232.84	$1.09	$0.00	$233.93				
39410 - Library-Special Projects	$320,214.36	$1,693.26	-$1,727.50	$320,180.12				
39500 - SEP-Wastewater-EnvHlth-TCEQ	$18,984.84	$0.00	$0.00	$18,984.84				
39615 - TPW Foundation-Grt TX Birding	$10,000.00	$0.00	$0.00	$10,000.00				
39620 - Shoreline Rest. Task Force	$37,306.44	$174.53	$0.00	$37,480.97				
39630 - 2006 GoM Energy Security Act	$4,537,636.21	$20,890.78	-$70,560.57	$4,487,966.42				
39700 - Lateral Road Fund								
39710 - Road & Bridge, Ch 152, Tx Code								
39720 - Special Projects								
39764 - Riverside Est Spcl Assmt	$11,786.09	$0.00	$0.00	$11,786.09				
39766 - Twin Lakes Assmt	$43,678.00	$0.00	$0.00	$43,678.00				
39768 - Old Coffee Plantation Sp Asses	$14,628.60	$0.00	$0.00	$14,628.60				
39769 - Lindell-Hudspeth Dr Spec Asses								
39770 - Lindell-Frio Dr Spec Assess								
39771 - Lindell-Donley Dr Spec Assess								
39778 - River Road Special Assessment	$6,400.00	$0.00	-$6,400.00	$0.00				
39779 - Forest Loop Road Special Asses	$75,061.36	$0.00	-$6,400.00	$68,661.36				
39780 - Marydean St Special Assessment								
39781 - Delores St Special Assessment								
39782 - Loop Dr Special Assessment								
39800 - Law Library	-$122,516.27	$59,773.53	-$46,922.40	-$109,665.14	$136,860.26	$481.44	$0.00	$137,341.70
39900 - Mosquito Control District	$395,352.08	$107,135.36	-$249,224.37	$253,263.07	$448,954.60	$1,579.28	$0.00	$450,533.88
40000 - 2012 Gen Oblig Rfd (2003 CO)								
41000 - 2016 Limited Tax Rfd (2006 CO)	$715,075.66	$4,963.19	-$1,160.15	$718,878.70	$566,803.43	$1,993.85	$0.00	$568,797.28
42000 - 2021 Gen Oblig Rfd (2012 CO)	$99,070.52	$7,286.36	-$1,885.61	$104,471.27				

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
42100 - 2018 Cert of Oblig-I,S	$526,535.18	$4,845.35	-$686.18	$530,694.35				
42200 - 2021 CO-Courthouse Campus I,S	$1,556,231.41	$19,962.63	-$2,745.39	$1,573,448.65				
44000 - Toll Road-SH288-I&S	$10,398,996.88	$969,141.63	-$412,982.27	$10,955,156.24				
44100 - Toll Road-288EXT-I&S	$105,815.05	$4,400.00	$0.00	$110,215.05	$6,711.68	$0.00	$0.00	$6,711.68
45000 - Road Bonds-Mobility-I,S	$1,656,885.09	$18,488.66	-$2,610.46	$1,672,763.29	$1,018,854.65	$3,584.04	$0.00	$1,022,438.69
51000 - 2006 Certificate of Obligation								
52000 - 2012 Cert of Oblig,C,M								
52100 - 2018 Cert of Oblig,C,M	$1,561,067.23	$7,303.00	$0.00	$1,568,370.23				
52200 - 2021 CO-Courthouse Campus C,M	$685,865.29	$0.00	-$425,228.10	$260,637.19				
52201 - 2022 EOC State Allocation								
54000 - Toll Road-SH288-C & M	$6,619.89	$3,879.94	$0.00	$10,499.83	$2,133.28	$7.75	$0.00	$2,141.03
54100 - Toll Road-SH288EXT-C & M	$2,048,363.32	$2,000,000.00	-$1,378,277.01	$2,670,086.31	$17,870,424.67	$64,087.60	-$2,000,000.00	$15,934,512.27
55000 - Mobility Plan								
57200 - Ring of Honor	$67,752.30	$316.96	$0.00	$68,069.26				
60500 - Airport Operating	-$2,381,718.63	$547,948.31	-$543,545.69	-$2,377,316.01				
61000 - BCTRA O&M SH288	$7,683,925.09	$1,409,505.53	-$634,067.95	$8,459,362.67	$22,995,796.15	$82,400.11	$0.00	$23,078,196.26
64000 - BCTRA FM518 PEDC-SH288	$306,329.27	$115.83	$0.00	$306,445.10				
64100 - BCTRA Contributions-SH288								
64200 - BCTRA FM518 TXDOT-SH288	-$26,075.30	$0.00	$0.00	-$26,075.30				
64510 - BCTRA Preliminary-288 Extn	$0.00	$0.00	-$55,053.54	-$55,053.54				
71000 - Health Care Benefits	$1,179,739.17	$3,487,738.20	-$3,614,766.85	$1,052,710.52	$1,437,354.65	$5,056.18	$0.00	$1,442,410.83
72000 - Employee Health Clinic	$321,694.65	$76,091.65	-$153,381.12	$244,405.18				
73000 - Insurance Reserve	$752,299.16	$14,717.27	-$11,059.23	$755,957.20	$713,754.68	$2,510.73	$0.00	$716,265.41
81000 - B Cnty Groundwatr Conserv Dist	$2,674,467.72	$93,153.48	-$67,237.79	$2,700,383.41				
81100 - Braz Cnty Toll Road Authority								
81500 - CSCD DP6 - SUD Program	$22,015.63	$31,579.40	-$63,138.00	-$9,542.97				
81600 - CSCD-TAIP Treatment Alter.	$21,765.52	$5,566.18	-$11,128.93	$16,202.77				
81700 - CSCD DP17 - MHealth Caseloads	$21,208.04	$11,119.96	-$22,320.63	$10,007.37				
81800 - CSCD Basic Supervision Prog	$960,338.20	$607,356.76	-$717,283.02	$850,411.94				
81850 - CSCD-Evidence Based Assesment								
81900 - CSCD CC4 - High Risk Program	$44,674.24	$15,728.28	-$31,753.45	$28,649.07				
82000 - CSCD-Comm Corr-Life								
82100 - CSCD CCS- Sex Offender Program	$66,426.99	$11,075.94	-$22,144.42	$55,358.51				
82200 - CSCD-Comm Corr-Substance Abuse								
82300 - CSCD DP4 - High Risk Program	$24,677.97	$10,939.52	-$21,871.73	$13,745.76				
82400 - CSCD-New Caseload Reduction-DP								
82500 - CSCD DP30 - SUD Trt Pgm	$77,971.84	$24,253.44	-$48,646.01	$53,579.27				
82600 - CSCD-Mental Health Treatment	$9,143.72	$3,041.43	-$6,082.72	$6,102.43				
82700 - CSCD DP33-Pre-Trial Diversion	$1,323.99	$369.93	-$739.87	$954.05				
88000 - Trust & Agency								
88200 - Brazos Mall								
88300 - SH288 @ CR 56 Overpass								
89000 - Historical Commission	$1,804.12	$8.44	$0.00	$1,812.56	$16,757.71	$58.94	$0.00	$16,816.65

Brazoria County Portfolio Report for October 2025

Current Date: 10/31/2025

Fund	Descr	Type	CUSIP	Coupon	Settle Date	Maturity Date	Next Call Date	Par Value	Purch Price	Purch Cost	Book Value	Mkt Price	Mkt Value	Days to Mat	YTM	Interest Earned
10000	FHLB	Agency	3130B4SA0	4.600	01/28/25	01/28/28	01/28/26	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	1.0000	$ 2,000,000.00	819	4.600	
10000	FFCB	Agency	3133EREXE6	4.290	10/22/24	10/15/26	10/15/25	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	0.9994	$ 1,997,440.00	349	4.290	$ 42,900.00
10000	FNMA	Agency	3136GAB65	4.700	02/25/25	02/25/28	02/25/26	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	1.0011	$ 1,999,840.00	847	4.700	
10000	FFCB	Agency	3133ETTC1	4.080	08/14/25	08/14/28	08/14/26	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	0.9993	$ 2,000,160.00	1018	4.400	
10000	FFCB	Agency	3133ETNH6	4.253	06/30/25	03/30/27	12/30/25	2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	1.0005	$ 2,000,000.00	515	4.253	$ 21,250.00
10000	FHLB	Agency	3130B7VL5	4.150	09/29/25	09/15/28	12/15/25	2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	0.9892	$ 2,000,000.00	1050	4.150	
10000	FFCB	Agency	3133ETL96	3.610	10/28/25	10/27/27	10/27/26	2,000,000.00	100.00	$ 2,000,100.56	$ 2,000,000.00	1.0000	$ 2,000,000.00	726	3.610	$ 100.56
10000	FFCB	Agency	3133ETK71	3.560	10/28/25	10/27/28	10/27/27	2,000,000.00	100.00	$ 2,000,097.78	$ 2,000,000.00	1.0000	$ 2,000,000.00	1092	3.560	$ 97.78
10000	FFCB	Agency	3133ETWS2	4.160	09/09/25	09/09/27	12/09/25	2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	0.9993	$ 2,000,000.00	678	4.160	
matured or called																
10000	FHLB	Agency	3130B3C35	4.350	10/22/24	10/21/27	10/21/25	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	0.9992	$ 1,998,140.00	720	4.350	$ 43,500.00
997	TexPool	LGIP		4.140				$ 63,469,725.46	100.00	$ 63,469,725.46	$ 63,469,725.46	100.00	$ 63,469,725.46	1	4.140	$ 244,244.61
998	Texas Class	LGIP		4.275				$ 39,064,426.68	100.00	$ 39,064,426.68	$ 39,064,426.68	100.00	$ 39,064,426.68	1	4.275	$ 141,573.48
999	Depository	Cash		2.970				$ 46,518,025.70	100.00	$ 46,518,025.70	$ 46,518,025.70	100.00	$ 46,518,025.70	1	2.790	$ 81,873.12
								$ 169,052,177.84		**$ 169,052,376.18**	**$ 169,052,177.84**		**$ 169,047,757.84**			**$ 575,539.55**

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023 and complies with the Investment Strategy of Brazoria County's Investment Policy and I certify that to the best of my knowledge the above is true and correct.

Angela Dees, CIO
Brazoria County Treasurer

Monthly Interest Earned for Fiscal Year 2026

	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Annual Earned
BANK	81,873.12																
TEXPOOL	244,244.61																
Texas Class	141,573.48																
Agencies	107,848.34																
Total Per Month	575,539.55																

I certify that to the best of my knowledge the above is true and correct.

Angela Dees, CIO
Brazoria County Treasurer

Quarterly Interest Rates Comparison by Quarter FY26

	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Ann Avg
BANK	2.79%																
TEXPOOL	4.14%																
TEXAS CLASS	4.28%																

BRAZORIA COUNTY
Unlimited Tax Road Refunding Bonds
Series 2020
Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
2025	161,500.00	950,000.00	137,750.00	1,249,250.00
2026	137,750.00	995,000.00	112,875.00	1,245,625.00
2027	112,875.00	1,050,000.00	86,625.00	1,249,500.00
2028	86,625.00	1,100,000.00	59,125.00	1,245,750.00
2029	59,125.00	1,155,000.00	30,250.00	1,244,375.00
2030	30,250.00	1,210,000.00		1,240,250.00
	588,125.00	6,460,000.00	426,625.00	7,474,750.00

Debt History:

Date of Receipt	January 23, 2020
Amount of Issue	$9,840,000.00
Last Maturity	March 01, 2030
True Interest Cost	1.720776%

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

Refunded: 2010B Unlimited Tax Rd Bonds, (Build America Bonds)

BRAZORIA COUNTY
Certificates of Obligation
Series 2021
Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
2025	1,679,825.00	915,000.00	1,656,950.00	4,251,775.00
2026	1,656,950.00	2,010,000.00	1,606,700.00	5,273,650.00
2027	1,606,700.00	2,740,000.00	1,538,200.00	5,884,900.00
2028	1,538,200.00	2,880,000.00	1,466,200.00	5,884,400.00
2029	1,466,200.00	3,025,000.00	1,390,575.00	5,881,775.00
2030	1,390,575.00	3,180,000.00	1,311,075.00	5,881,650.00
2031	1,311,075.00	3,325,000.00	1,244,575.00	5,880,650.00
2032	1,244,575.00	3,465,000.00	1,175,275.00	5,884,850.00
2033	1,175,275.00	3,605,000.00	1,103,175.00	5,883,450.00
2034	1,103,175.00	3,750,000.00	1,028,175.00	5,881,350.00
2035	1,028,175.00	3,905,000.00	950,075.00	5,883,250.00
2036	950,075.00	4,065,000.00	868,775.00	5,883,850.00
2037	868,775.00	4,210,000.00	805,625.00	5,884,400.00
2038	805,625.00	4,335,000.00	740,600.00	5,881,225.00
2039	740,600.00	4,470,000.00	673,550.00	5,884,150.00
2040	673,550.00	4,605,000.00	604,475.00	5,883,025.00
2041	604,475.00	4,745,000.00	533,300.00	5,882,775.00
2042	533,300.00	4,915,000.00	435,000.00	5,883,300.00
2043	435,000.00	5,115,000.00	332,700.00	5,882,700.00
2044	332,700.00	5,325,000.00	226,200.00	5,883,900.00
2045	226,200.00	5,540,000.00	115,400.00	5,881,600.00
2046	115,400.00	5,770,000.00	0.00	5,885,400.00
	21,486,425.00	85,895,000.00	19,806,600.00	127,188,025.00

Debt History:

Date of Receipt	November 03, 2021
Par Amount	$86,895,000.00
Premium on Bonds	$12,605,000.00
Total Proceeds	$99,500,000.00
Last Maturity	March 01, 2046
True Interest Cost	2.576943%

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

P:\Treas\Debt Service Bonds\ Debt Series 2021 Cert of Obligation Dept Service Payment Schedule.xls

BRAZORIA COUNTY
Limited Tax Refunding Bonds
Series 2021
Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
2025	321,475.00	1,380,000.00	286,975.00	1,988,450.00
2026	286,975.00	1,450,000.00	250,725.00	1,987,700.00
2027	250,725.00	1,530,000.00	212,475.00	1,993,200.00
2028	212,475.00	1,610,000.00	172,225.00	1,994,700.00
2029	172,225.00	1,685,000.00	130,100.00	1,987,325.00
2030	130,100.00	1,775,000.00	85,725.00	1,990,825.00
2031	85,725.00	1,865,000.00	39,100.00	1,989,825.00
2032	39,100.00	1,955,000.00		1,994,100.00
	1,498,800.00	13,250,000.00	1,177,325.00	15,926,125.00

Debt History:

Date of Receipt	December 16, 2021
Par Amount	$15,815,000.00
Last Maturity	March 01, 2032
True Interest Cost	1.360143%

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

Refunded Series 2012 Certificates of Obligation

P:\Treas\Debt Service Bonds\ Debt Series 2021 Limited Tax Refunding Debt Service Payment Schedule.xls

BRAZORIA COUNTY
Unlimited Tax Refunding Bonds
Series 2021
Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
2025	75,700.00	410,000.00	67,500.00	553,200.00
2026	67,500.00	425,000.00	59,000.00	551,500.00
2027	59,000.00	445,000.00	50,100.00	554,100.00
2028	50,100.00	460,000.00	40,900.00	551,000.00
2029	40,900.00	485,000.00	31,200.00	557,100.00
2030	31,200.00	500,000.00	21,200.00	552,400.00
2031	21,200.00	520,000.00	10,800.00	552,000.00
2032	10,800.00	540,000.00		550,800.00
	356,400.00	3,785,000.00	280,700.00	4,422,100.00

Debt History:

Date of Receipt	December 16, 2021
Par Amount	$4,555,000.00
Last Maturity	March 01, 2032
True Interest Cost	1.339921%

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

Refunded Series 2012 Unlimited Tax Road Bonds

P:\Treas\Debt Service Bonds\ Debt Series 2021 Unlimited Tax Refunding Debt Service Payment Schedule.xls

BRAZORIA COUNTY
Unlimited Tax Refunding Bonds
Series 2018
Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
2025	51,000.00	475,000.00	39,125.00	565,125.00
2026	39,125.00	495,000.00	26,750.00	560,875.00
2027	26,750.00	520,000.00	13,750.00	560,500.00
2028	13,750.00	550,000.00		563,750.00
	130,625.00	2,040,000.00	79,625.00	2,250,250.00

Refunded Series 2008 Unlimited Tax Road Bonds

Debt History:

Date of Receipt	August 23, 2018
Amount of Issue	$4,415,000.00
Last Maturity	March 01, 2028
True Interest Cost	2.647974%

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

P:\Treas\Debt Service Bonds\Unlimited Tax Refunding Bonds, Series 2018 Debt Service Payment Schedule.xls
Prepared by Cathy Campbell, CCT, CIO Brazoria County Treasurer

BRAZORIA COUNTY
Certificates of Obligation
Series 2018
Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
2025	154,325.00	355,000.00	145,450.00	654,775.00
2026	145,450.00	370,000.00	136,200.00	651,650.00
2027	136,200.00	390,000.00	126,450.00	652,650.00
2028	126,450.00	410,000.00	116,200.00	652,650.00
2029	116,200.00	430,000.00	105,450.00	651,650.00
2030	105,450.00	455,000.00	94,075.00	654,525.00
2031	94,075.00	475,000.00	82,200.00	651,275.00
2032	82,200.00	500,000.00	69,700.00	651,900.00
2033	69,700.00	525,000.00	59,200.00	653,900.00
2034	59,200.00	545,000.00	48,300.00	652,500.00
2035	48,300.00	570,000.00	36,900.00	655,200.00
2036	36,900.00	590,000.00	25,100.00	652,000.00
2037	25,100.00	615,000.00	12,800.00	652,900.00
2038	12,800.00	640,000.00	0.00	652,800.00
	1,212,350.00	6,870,000.00	1,058,025.00	9,140,375.00

Debt History:

Date of Receipt	August 23, 2018
Amount of Issue	$8,120,000.00
Last Maturity	March 01, 2038
True Interest Cost	3.496221%

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

P:\Treas\Debt Service Bonds\2018 Cert of Obligation Debt Service Payment Schedule.xls
Prepared by Cathy Campbell, CCT, CIO Brazoria County Treasurer

BRAZORIA COUNTY, TEXAS
Series 2016 - Unlimited Tax Refunding Bonds
Remaining Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
2025	71,625.00	975,000.00	52,125.00	1,098,750.00
2026	52,125.00	1,015,000.00	26,750.00	1,093,875.00
2027	26,750.00	1,070,000.00	0.00	1,096,750.00
	150,500.00	3,060,000.00	78,875.00	3,289,375.00

Debt History:

Date of Receipt	28-Jan-16
Amount of Issue	$8,425,000.00
True Int cost	2.376%

Paying Agent:

U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

Refunding Series 2006 Unlimited Tax Road Bonds

BRAZORIA COUNTY, TEXAS
Series 2016 - Limited Tax Refunding Bonds
Remaining Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
2025	47,250.00	1,025,000.00	26,750.00	1,099,000.00
2026	26,750.00	1,070,000.00		1,096,750.00
	74,000.00	2,095,000.00	26,750.00	2,195,750.00

Debt History:

Date of Receipt	28-Jan-16
Amount of Issue	$8,125,000.00
True Int cost	2.207%

Paying Agent:

U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

Refunding Series 2006 Certificate of Obligation

MINUTES OF COUNTY FINANCES
TREASURER'S MONTHLY REPORT AFFIDAVIT
COMMISSIONERS' COURT **January 27, 2026**

BEFORE ME, the undersigned authority, a Notary Public in and for Brazoria County, Texas, on this day personally appeared the Members of Brazoria County Commissioners' Court and who after being duly sworn upon their oaths do hereby state as follows:

The requirements of Subsection (c) of the Texas Local Government Code §114.026 have been met and that we have reviewed and examined the Monthly Report of: ANGELA DEES, Treasurer of Brazoria County, Texas for **October 2025.**

Further, having taken reasonable steps to ensure its accuracy as presented, approve the report and enter this order into the minutes which state total cash and other assets in the custody of the County Treasurer at the time of the examination to be **$169,047,757.84**

The Treasurer's report and this affidavit will be published on the Brazoria County website.

L. M. "Matt" Sebesta, Jr
County Judge

Jay Burridge
Commissioner Precinct 1

Ryan Cade
Commissioner Precinct 2

Stacy L. Adams
Commissioner Precinct 3

David R. Linder
Commissioner Precinct 4

SUBSCRIBED AND SWORN TO BEFORE ME THIS **27th day of January, 2026**.

J. GESERICK
Notary Public-State of Texas
Notary ID #128894954
Commission Exp. FEB. 16, 2028

Notary Public in and for Brazoria County, Texas
My Commission Expires: 02/16/2028

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.5. **1/27/2026**

Interlocal Agreement (ILA) for Debris Removal Along Oyster Creek and Bastrop Bayou

Approve the Interlocal Agreement (ILA) with the following entities for the Debris Removal Along Oyster Creek and Bastrop Bayou:

- City of Lake Jackson
- City of Richwood
- City of Clute
- Town of Holiday Lakes
- Village of Bailey's Prairie
- Angleton Drainage District
- Velasco Drainage District

Whereas, this ILA is in reference to the Acceptance of Grant and Agreement Award with the United States Department of Agriculture, Natural Resources Conservation Service (NRCS) to provide technical and financial assistance to Brazoria County "Sponsor", for EWP Project #5118 that was approved via Commissioners Court Order I.2 dated July 8, 2025; and

Whereas, the attached ILA outlines the roles, responsibilities, and financial contributions of each party to ensure the successful implementation of the project, Whereas, the Court approves utilization of Road & Bridge funds in the respective fiscal year for the County's required share of anticipated cost; and

Whereas, upon confirmation by the Engineering Department that all required signatures have been obtained from Velasco Drainage District (VDD), the Court authorizes the Judge to execute this Order without the necessity of returning again to Court.

Further, that the County Judge be authorized to sign any and all documents relating to the project following review by the District Attorney's Office and a that certified copy of this court order be furnished to the Engineering Department.

INTERLOCAL AGREEMENT FOR
DEBRIS REMOVAL FROM
OYSTER CREEK AND BASTROP BAYOU

This Agreement (the "Agreement") is made by and between the **County of Brazoria, Texas,** a political subdivision of the State of Texas acting through its Commissioners Court (the "County"), **City of Richwood**, acting through its City Council ("Richwood"), **Angleton Drainage District,** acting through its Board of Commissioners (the "ADD"), **Velasco Drainage District,** acting through its Board of Commissioners ("VDD"), **City of Lake Jackson**, acting through its City Council ("Lake Jackson"), **City of Clute**, acting through its City Council ("Clute"), **Town of Holiday Lakes**, acting through its City Council ("Holiday Lakes"), and **Village of Bailey's Prairie**, acting through its City Council ("Bailey's Prairie"). Each may be referred to individually as a "Party" and collectively as the "Parties".

Recitals

WHEREAS, County is administering debris removal from the streambank and shoreline along Oyster Creek and Bastrop Bayou through a grant from the United States Department of Agriculture, Natural Resources Conservation Service ("NRCS") for EWP Project No. 5118 and DSR 48-14-24-5118-002. Brazoria County Commissioners Court approved the grant award on July 8, 2025, Court Order I.2; and

WHEREAS, County will manage and administer the NRCS Grant and is willing to collaborate with Richwood, ADD, VDD, Lake Jackson, Clute, Holiday Lakes and Bailey's Prairie on the overall local match funding for this project; and

WHEREAS, NRCS is funding constructions costs estimated at $3,827,344.50 and technical assistance estimated at $383,000.00 for a total not to exceed amount of $4,210,344.50. The NRCS Grant requires a 25% local match estimated at $1,275,781.50; and

WHEREAS, County warrants that its Commissioners Court approved this agreement by Court Order No._____ dated January 27, 2026, authorizing its County Judge to execute it on the County's behalf; and

WHEREAS, Richwood warrants that its City Council approved this Agreement by Resolution 25-R-10, dated September 13, 2025 authorizing its City Manager to execute it on City's behalf; and

WHEREAS, ADD warrants that its Board of Commissioners approved this Agreement, dated September 09, 2025 authorizing its Chairman to execute it on District's behalf; and

WHEREAS, VDD warrants that its Board of Commissioners approved this Agreement, dated _____, 2025 authorizing its _____ to execute it on District's behalf; and

WHEREAS, Lake Jackson warrants that its City Council approved this Agreement by Resolution Regular Agenda #1, dated September 15, 2025 authorizing its City Manager to execute it on City's behalf; and

WHEREAS, Clute warrants that its City Council approved this Agreement by Resolution 60-2025, dated November 13, 2025 authorizing its Mayor to execute it on City's behalf; and

WHEREAS, Holiday Lakes warrants that its City Council approved this Agreement by Resolution 2025-04, dated November 25, 2025 authorizing its Mayor to execute it on City's behalf; and

WHEREAS, Bailey's Prairie warrants that its City Council approved this Agreement dated November 20, 2025 authorizing its Mayor to execute it on City's behalf.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as well as the mutual promises and benefits herein contained, the County, Richwood, ADD, VDD, Lake Jackson, Clute, Holiday Lakes, and Bailey's Prairie hereby agree to the following for the participation in the multi-jurisdictional debris removal from streambank and shoreline along Oyster Creek and Bastrop Bayou, in accordance with the terms and conditions set forth herein:

AGREEMENT

Project: Debris removal from the streambank and shoreline along Oyster Creek and Bastrop Bayou through a grant from the United States Department of Agriculture, Natural Resources Conservation Service ("NRCS") for EWP Project No. 5118 and DSR 48-14-24-5118-002 ("Project").

The Parties' obligations hereunder are as follows:

County's Obligations:

1. Administer the Project.
2. Be the repository of all receipts and documentation pertinent to the Project and furnish to NRCS and Parties to this Agreement upon request.
3. Fund the 25% local match estimated in the amount of $1,275,781.50 plus overage of design fees over the course of Project as set forth in the Grant Agreement with NRCS.
4. Serve as the primary contact in all matters pertaining to the Project and the conduit for communication between itself, the Parties and NRCS.
5. Provide project progress reports to all Parties.
6. County Auditor will hold all funds deposited from all Parties to this Agreement and issue payment as required under the NRCS Grant.

Richwood's Obligations:

1. Fund $62,102.61 of the approximate $1,275,781.50 plus estimated design fee as part of the local match.
2. Provide a designee to comply with requests for information, if necessary.
3. Permit unrestricted access by selected engineering, administrative, and construction contractors to those portions of Oyster Creek and Bastrop Bayou under City's control to allow the performance of the grant.

4. Provide funding within 30 days after the execution date of this Agreement via check or wire transfer to the account designated by the County.

ADD's Obligations:

1. Fund $61,128.10 of the approximate $1,275,781.50 plus estimated design fee as part of the local match.
2. Provide a designee to comply with requests for information, if necessary.
3. Permit unrestricted access by selected engineering, administrative, and construction contractors to those portions of Oyster Creek and Bastrop Bayou under District's control to allow the performance of the grant.
4. Provide funding within 30 days after the execution date of this Agreement via check or wire transfer to the account designated by the County.

VDD's Obligations:

1. Fund $310,778.80 of the approximate $1,275,781.50 plus estimated design fee as part of the local match.
2. Provide a designee to comply with requests for information, if necessary.
3. Permit unrestricted access by selected engineering, administrative, and construction contractors to those portions of Oyster Creek and Bastrop Bayou under District's control to allow the performance of the grant.
4. Pay $155,389.40 by June 30, 2026 and then pay the remaining outstanding balance based upon proportionate responsibility no later than June 30, 2027.

Lake Jackson's Obligations:

1. Fund $201,811.32 of the approximate $1,275,781.50 plus estimated design fee as part of the local match.
2. Provide a designee to comply with requests for information, if necessary.
3. Permit unrestricted access by selected engineering, administrative, and construction contractors to those portions of Oyster Creek and Bastrop Bayou under City's control to allow the performance of the grant.
4. Provide funding within 30 days after the execution date of this Agreement via check or wire transfer to the account designated by the County.

Clute's Obligations:

1. Fund $39,866.15 of the approximate $1,275,781.50 plus estimated design fee as part of the local match.
2. Provide a designee to comply with requests for information, if necessary.
3. Permit unrestricted access by selected engineering, administrative, and construction contractors to those portions of Oyster Creek and Bastrop Bayou under City's control to allow the performance of the grant.
4. Provide funding within 30 days after the execution date of this Agreement via check or wire transfer to the account designated by the County.

Holiday Lakes' Obligations:

1. Fund $10,000.00 of the approximate $1,275,781.50 plus estimated design fee as part of the local match. This amount will be the total obligation and is not subject to the proportionate responsibility section provided below.
2. Provide a designee to comply with requests for information, if necessary.
3. Permit unrestricted access by selected engineering, administrative, and construction contractors to those portions of Oyster Creek and Bastrop Bayou under City's control to allow the performance of the grant.
4. Provide funding within 30 days after the execution date of this Agreement via check or wire transfer to the account designated by the County.

Bailey's Prairie's Obligations:

1. Fund $10,000.00 of the approximate $1,275,781.50 plus estimated design fee as part of the local match. This amount will be the total obligation and is not subject to the proportionate responsibility section provided below
2. Provide a designee to comply with requests for information, if necessary.
3. Permit unrestricted access by selected engineering, administrative, and construction contractors to those portions of Oyster Creek and Bastrop Bayou under City's control to allow the performance of the grant.
4. Provide funding within 30 days after the execution date of this Agreement via check or wire transfer to the account designated by the County.

Proportionate Responsibility:

Each Party to this agreement will be responsible for its proportionate responsibility for the Grant required matching funds. Exhibit "A" is a map identifying each Party's area of the Project. Exhibit B is a chart setting forth approximate financial participation of each Party. The above amounts are estimations and the actual costs of the project will be unknown until completed and closed out. The financial audit for the cost of the Project shall be performed by the County. Upon 30-days of completion of financial audit, the County will provide the Parties a copy of the audit and each Parties actual costs. Any paid overages will be refunded. Any amounts due will be invoiced to be paid within 30 days of invoicing.

County, Richwood, VDD, ADD, Lake Jackson, Clute, Holiday Lakes and Bailey's Prairie desire to cause to have the Project completed on behalf of all Parties for purposes of public safety.

Any Party paying for the performance of governmental functions or services hereunder must make the payment(s) from current revenues available to such party.

By this Agreement the Parties assume no obligation, duty, or other responsibility with regard to any governmental function or service for which another Party hereto is responsible. In addition, the parties assume no legal liability for the actions of any other Party hereto through the execution of this Agreement or performance of any obligations hereunder. No Party to this Agreement shall have any liability for the actions or omissions of the officers, employees, contractors, or agents of any other Party hereto and each Party is solely responsible for the actions and omissions of its own officers, employees, contractors, and agents.

This Agreement is made subject to and shall be construed in accordance with the laws, rules, orders, regulations and ordinances of the State of Texas. It is further understood and agreed that any dispute arising out of or related to this Agreement shall be resolved in a court of competent jurisdiction in Brazoria County, Texas.

Nothing in this Agreement shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of the County, Richwood, ADD, VDD, Lake Jackson, Clute, Holiday Lakes and Bailey's Prairie or their respective officers, trustees, employees, and agents as a result of the execution of this Agreement or performance of the functions or obligations described herein.

This Agreement constitutes the entire agreement of the Parties hereto with respect to the Project and supersedes any other oral or written understandings or agreements. This Agreement may not be modified or amended except by a written agreement duly executed by all Parties hereto.

Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any Party to this Agreement.

This Agreement may not be assigned, in whole or in part, without the prior written consent of all Parties hereto.

The term of this Agreement shall begin on the date of last execution below and shall terminate when all of the Parties' respective obligations hereunder have been performed, unless terminated earlier by mutual written agreement of the Parties.

It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all Parties hereto.

Executed this _____ day of _____, 2025.

BRAZORIA COUNTY, TEXAS

By:_____
L. M. "Matt" Sebesta, Jr.
County Judge

Date signed: _____

CITY OF RICHWOOD, TEXAS

By:_____
Eric Foerster
City Manager

Date signed: _____

ANGLETON DRAINAGE DISTRICT

By:_____
Print Name:_____

VELASCO DRAINAGE DISTRICT

By:_____
Print Name:_____

This Agreement is made subject to and shall be construed in accordance with the laws, rules, orders, regulations and ordinances of the State of Texas. It is further understood and agreed that any dispute arising out of or related to this Agreement shall be resolved in a court of competent jurisdiction in Brazoria County, Texas.

Nothing in this Agreement shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of the County, Richwood, ADD, VDD, Lake Jackson, Clute, Holiday Lakes and Bailey's Prairie or their respective officers, trustees, employees, and agents as a result of the execution of this Agreement or performance of the functions or obligations described herein.

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It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all Parties hereto.

Executed this _____ day of _____, 2025.

BRAZORIA COUNTY, TEXAS

By:_____
L. M. "Matt" Sebesta, Jr.
County Judge

Date signed: _____

CITY OF RICHWOOD, TEXAS

By:_____
Eric Foerster
City Manager

Date signed: 11/5/2025

ANGLETON DRAINAGE DISTRICT

By:_____

VELASCO DRAINAGE DISTRICT

By:_____

This Agreement is made subject to and shall be construed in accordance with the laws, rules, orders, regulations and ordinances of the State of Texas. It is further understood and agreed that any dispute arising out of or related to this Agreement shall be resolved in a court of competent jurisdiction in Brazoria County, Texas.

Nothing in this Agreement shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of the County, Richwood, ADD, VDD, Lake Jackson, Clute, Holiday Lakes and Bailey's Prairie or their respective officers, trustees, employees, and agents as a result of the execution of this Agreement or performance of the functions or obligations described herein.

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It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all Parties hereto.

Executed this _____ day of _____, 2025.

BRAZORIA COUNTY, TEXAS

By:_____
L. M. "Matt" Sebesta, Jr.
County Judge

Date signed: _____

CITY OF RICHWOOD, TEXAS

By:_____
Eric Foerster
City Manager

Date signed: _____

ANGLETON DRAINAGE DISTRICT

By: David B. Spoor
Print Name: David B Spoor

VELASCO DRAINAGE DISTRICT

By:_____
Print Name:_____

Title: Chairman

Date signed: 09-09-2025

Title: _____

Date signed: _____

CITY OF LAKE JACKSON

By: _____
Print Name: _____
Title: _____

Date signed: _____

CITY OF CLUTE

By: _____
Print Name: _____
Title: _____

Date signed: _____

TOWN OF HOLIDAY LAKES

By: _____
Print Name: _____
Title: _____

Date signed: _____

VILLAGE OF BAILEY'S PRAIRE

By: _____
Print Name: _____
Title: _____

Date signed: _____

Title:_____

Date signed: _____

Title:_____

Date signed: _____

CITY OF LAKE JACKSON

By: _____
Print Name: MODESTO MUNDO
Title: CITY MANAGER

Date signed: 9/15/2025

CITY OF CLUTE

By: _____
Print Name: _____
Title: _____

Date signed: _____

TOWN OF HOLIDAY LAKES

By: _____
Print Name: _____
Title: _____

Date signed: _____

VILLAGE OF BAILEY'S PRAIRE

By: _____
Print Name: _____
Title: _____

Date signed: _____

Print Name: _____
Title: _____

Date signed: _____

Print Name: _____
Title: _____

Date signed: _____

CITY OF LAKE JACKSON

By: _____
Print Name: _____
Title: _____

Date signed: _____

CITY OF CLUTE

By: Calvin Shiflet
Print Name: CALVIN SHIFLET
Title: MAYOR

Date signed: 11/13/25

TOWN OF HOLIDAY LAKES

By: _____
Print Name: _____
Title: _____

Date signed: _____

VILLAGE OF BAILEY'S PRAIRE

By: _____
Print Name: _____
Title: _____

Date signed: _____

Print Name:_____
Title:_____

Date signed: _____

Print Name:_____
Title:_____

Date signed: _____

CITY OF LAKE JACKSON

By: _____
Print Name: _____
Title: _____

Date signed: _____

CITY OF CLUTE

By: _____
Print Name: _____
Title: _____

Date signed: _____

TOWN OF HOLIDAY LAKES

By: Norman Schroeder
Print Name: NORMAN SCHROEDER
Title: Mayor

Date signed: 11-25-2025

VILLAGE OF BAILEY'S PRAIRE

By: _____
Print Name: _____
Title: _____

Date signed: _____

Title: _____

Date signed: _____

Title: _____

Date signed: _____

CITY OF LAKE JACKSON

By: _____
Print Name: _____
Title: _____

Date signed: _____

CITY OF CLUTE

By: _____
Print Name: _____
Title: _____

Date signed: _____

TOWN OF HOLIDAY LAKES

By: _____
Print Name: _____
Title: _____

Date signed: _____

VILLAGE OF BAILEY'S PRAIRE

By: _____
Print Name: Tammy Mutina
Title: Mayor

Date signed: 11-20-25

11.4.25

	Funding	NRCS	Project Sponsors	1 mile cost
		NRCS	Local Sponsor	Cost per 1 Mile
Construction Funding	$5,103,126.00	$ 3,827,344.50	$ 1,275,781.50	$ 26,701.16
Design Funding	$ 383,000.00	$ 383,000.00	$ 417,378.28	$ 8,735.42
Total Funding	**$5,486,126.00**	**$ 4,210,344.50**	**$ 1,693,159.78**	$ 35,436.58

Oyster Creek

Section	Jurisdiction/%	Mileage	Total Design Fee $	Total Construction Fee $	Total Fee $	BC	HL	BP	ADD	LJ	CL	VDD	RI	BC	HL	BP	ADD	LJ	CL	VDD	RI
A	BC/100	5.33	$ 46,559.78	$ 142,317.19	$ 188,876.97	$ 46,559.78	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 142,317.19	$ -	$ -	$ -	$ -	$ -	$ -	$ -
B	BC/83, HL/17	1.49	$ 13,015.77	$ 39,784.73	$ 52,800.50	$ 9,761.83	$ 3,253.94	$ -	$ -	$ -	$ -	$ -	$ -	$ 33,038.67	$ 6,746.06	$ -	$ -	$ -	$ -	$ -	$ -
C	BC/100	5.57	$ 48,656.28	$ 148,725.47	$ 197,381.75	$ 48,656.28	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 148,725.47	$ -	$ -	$ -	$ -	$ -	$ -	$ -
D	BC/94, BP/6	4.42	$ 38,610.55	$ 118,019.13	$ 156,629.68	$ 38,610.55	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 108,019.14	$ -	$ 10,000.00	$ -	$ -	$ -	$ -	$ -
E	BC/100	6.15	$ 53,722.82	$ 164,212.14	$ 217,934.97	$ 53,722.82	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 164,212.14	$ -	$ -	$ -	$ -	$ -	$ -	$ -
F	BC/50, ADD/50	1.34	$ 11,705.46	$ 35,779.56	$ 47,485.02	$ 5,852.73	$ -	$ -	$ 5,852.73	$ -	$ -	$ -	$ -	$ 17,889.78	$ -	$ -	$ 17,889.78	$ -	$ -	$ -	$ -
G	BC/50, LJ/50	2.36	$ 20,615.59	$ 63,014.74	$ 83,630.33	$ 10,307.79	$ -	$ -	$ -	$ 10,307.79	$ -	$ -	$ -	$ 31,507.37	$ -	$ -	$ -	$ 31,507.37	$ -	$ -	$ -
H	BC/25, LJ/50, VDD/25	2.94	$ 25,682.13	$ 78,501.42	$ 104,183.54	$ 6,420.53	$ -	$ -	$ -	$ 12,841.06	$ -	$ 6,420.53	$ -	$ 19,625.35	$ -	$ -	$ -	$ 39,250.71	$ -	$ 19,625.35	$ -
I	LJ/50, VDD/50	4.10	$ 35,815.21	$ 109,474.76	$ 145,289.98	$ -	$ -	$ -	$ -	$ 17,907.61	$ -	$ 17,907.61	$ -	$ -	$ -	$ -	$ -	$ 54,737.38	$ -	$ 54,737.38	$ -
J	LJ/25, VDD/50, CL/25	0.41	$ 3,581.52	$ 10,947.48	$ 14,529.00	$ -	$ -	$ -	$ -	$ 895.38	$ 895.38	$ 1,790.76	$ -	$ -	$ -	$ -	$ -	$ 2,736.87	$ 2,736.87	$ 5,473.74	$ -
K	LJ/50, VDD/50	1.12	$ 9,783.67	$ 29,905.30	$ 39,688.97	$ -	$ -	$ -	$ -	$ 4,891.83	$ -	$ 4,891.83	$ -	$ -	$ -	$ -	$ -	$ 14,952.65	$ -	$ 14,952.65	$ -
L	LJ/25, VDD/50, RI/25	1.33	$ 11,618.11	$ 35,512.54	$ 47,130.65	$ -	$ -	$ -	$ -	$ 2,904.53	$ -	$ 5,809.05	$ 2,904.53	$ -	$ -	$ -	$ -	$ 8,878.14	$ -	$ 17,756.27	$ 8,878.14
M	CL/25, VDD/50, RI/25	1.46	$ 12,753.71	$ 38,983.70	$ 51,737.41	$ -	$ -	$ -	$ -	$ -	$ 3,188.43	$ 6,376.86	$ 3,188.43	$ -	$ -	$ -	$ -	$ -	$ 9,745.92	$ 19,491.85	$ 9,745.92
N	BC/25, VDD/50, CL/25	0.54	$ 4,717.13	$ 14,418.63	$ 19,135.75	$ 1,179.28	$ -	$ -	$ -	$ -	$ 1,179.28	$ 2,358.56	$ -	$ 3,604.66	$ -	$ -	$ -	$ -	$ 3,604.66	$ 7,209.31	$ -
O	BC/50, VDD/50	2.91	$ 25,420.07	$ 77,700.38	$ 103,120.45	$ 12,710.03	$ -	$ -	$ -	$ -	$ -	$ 12,710.03	$ -	$ 38,850.19	$ -	$ -	$ -	$ -	$ -	$ 38,850.19	$ -
P	BC/25, VDD/50, CL/25	2.09	$ 18,257.02	$ 55,805.43	$ 74,062.45	$ 4,564.26	$ -	$ -	$ -	$ -	$ 4,564.26	$ 9,128.51	$ -	$ 13,951.36	$ -	$ -	$ -	$ -	$ 13,951.36	$ 27,902.71	$ -
	Subtotal1 =	**43.56**	**$ 380,514.82**	**$ 1,163,102.60**	**$ 1,543,617.41**	**$ 238,345.88**	**$ 3,253.94**	**$ -**	**$ 5,852.73**	**$ 49,748.21**	**$ 9,827.35**	**$ 67,393.75**	**$ 6,092.95**	**$ 721,741.32**	**$ 6,746.06**	**$ 10,000.00**	**$ 17,889.78**	**$ 152,063.12**	**$ 30,038.81**	**$ 205,999.46**	**$ 18,624.06**

Bastrop Bayou

Section	Jurisdiction/%	Mileage	Total Design Fee $	Total Construction Fee $	Total Fee $	BC	HL	BP	ADD	LJ	CL	VDD	RI	BC	HL	BP	ADD	LJ	CL	VDD	RI
1	BC/25, RI/25, ADD/25, VDD/25	4.22	$ 36,863.46	$ 112,678.90	$ 149,542.37	$ 9,215.87	$ -	$ -	$ 9,215.87	$ -	$ -	$ 9,215.87	$ 9,215.87	$ 28,169.73	$ -	$ -	$ 28,169.73	$ -	$ -	$ 28,169.73	$ 28,169.73
	Subtotal2 =	**4.22**	**$ 36,863.46**	**$ 112,678.90**	**$ 149,542.37**	**$ 9,215.87**	**$ -**	**$ -**	**$ 9,215.87**	**$ -**	**$ -**	**$ 9,215.87**	**$ 9,215.87**	**$ 28,169.73**	**$ -**	**$ -**	**$ 28,169.73**	**$ -**	**$ -**	**$ 28,169.73**	**$ 28,169.73**

Total =	47.78	$ 417,378.28	$ 1,275,781.50	$ 1,693,159.78	$247,561.75	$ 3,253.94	$-	$ 15,068.60	$ 49,748.21	$ 9,827.35	$ 76,609.62	$ 15,308.82	$ 749,911.04	$ 6,746.06	$10,000.00	$ 46,059.50	$ 152,063.12	$30,038.81	$234,169.19	$46,793.79

BC: Brazoria County total contribution =	$ 997,472.79
HL: Town of Holiday Lakes total contribution =	$ 10,000.00
BP: Village of Baileys Prairie total contribution =	$ 10,000.00
ADD: Angleton Drainage District	$ 61,128.10
LJ: City of Lake Jackson total contribution =	$ 201,811.32
CL: City of Clute total contribution =	$ 39,866.15
VDD: Velasco Drainage District total contribution =	$ 310,778.80
RI: City of Richwood total contribution =	$ 62,102.61

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.6. **1/27/2026**

Professional Survey Services for Future Dredging to Open the Mouth of the San Bernard River

Approve the proposal from GFT, Inc. for professional surveying services for the future dredging to open the mouth of the San Bernard River; and

Whereas, the construction costs have been submitted as part of the CDBG-MIT funds that have been approved by the Texas General Land Office; and

Whereas, the attached proposal outlines the scope of work and fees for the services to be provided by GFT, Inc. and its subconsultants; and

Whereas, the County is working with the US Army Corp of Engineers to perform the work as part of their dredging project in the area; and

Whereas, the Court approves utilization of Road & Bridge funds in the respective fiscal year for the cost of these professional services.

Further, that the County Judge be authorized to sign any and all documents relating to the professional services within this proposal following review by the District Attorney's Office and that a certified copy of this court order be furnished to the Engineering Department.

GFT

Ingenuity That Shapes Lives™

Mouth of the San Bernard River Survey Proposal (2026)

Placeholder	
Date:	1/14/26
To:	Matt Hanks, Brazoria County Engineer
From:	Chris Sallese, Project Manager
RE:	Mouth of the San Bernard Survey

GFT is pleased to submit this proposal to perform professional survey services for the future dredging open of the mouth of the San Bernard River project. The purpose of the project is to determine the quantity of dredge material that will need to be removed for the future dredging project.

This work will be considered as a condition assessment and will include land and bathymetric survey operations developing schematic plans only to determine the quantity of dredge material to be removed. A high-level cost estimate (level 4) will also be provided for future final design and construction costs.

We understand that the County plans to partner with USACE to take advantage of their next dredging project in this area along the GIWW.

Project Background:
In 2023, the county dredged to opened the mouth of the San Bernard River reestablishing the rivers historic flow to the Gulf of Mexico. In 2024, the river mouth was again closed by sediment.

General Scope of Services:
GFT and our subconsultants International Consulting Engineers shall provide the professional services for the condition assessment.

The scope of work for this assignment includes:
Task 1 - Project Management
Task 2 – Assess current project conditions
Task 3 – Plan Development

The tasks associated with this project effort are described below.

This work effort will be executed on a time and materials basis.

Task 1- Project Management

GFT will execute project management activities associated with the condition assessment for the San Bernard project. These activities include scope and risk management, team organization and task assignments, monitoring the project budget, schedule and controls, overseeing quality management plans and coordinating activities within the team, Brazoria County and any external stakeholders.

Task 2 – Assess current project conditions

During this task, the team will coordinate closely with the County staff for any additional information or detailed investigations that are available for the project area. These items include:

- The USACE permit and all associated environmental documentation
- Recent topographic and bathymetric surveys of the project area
- Project site visit to verify on the ground conditions
- Final report on estimated dredge quantities, and estimated construction costs (Level 4 cost estimate)

GFT will use the dredge template that was developed for the 2021 dredging project. These documents will provide valuable information on the layout of the existing channel from the GIWW to the mouth of the river. Utilizing this template as a go-by will help jump-start the planning process and the development of total dredge quantities. Additionally, the existing channel is expected to have less sediment build-up, which will reduce the amount of material needed to be removed and the overall cost of the project.

The geotechnical data from the 2021 project will be used for this condition assessment. The review the existing data and coordinate with our environmental team to determine whether additional field investigations will be required.

Our survey consultant will also review any existing topographical and bathymetric survey data to determine whether additional field investigations will be required. The majority of the project area consists of submerged land that is under the control of the Texas General Land Office (GLO). We will review the county's lease with the GLO and update it as necessary.

Our environmental consultant will review the permit ensuring any special conditions required for our survey operations are adhered too.

Task 3: Plan Development

Based on the initial evaluation of the project site, the GFT team will execute the required bathymetric and land surveys. The coastal boundary survey of the area from 2021 will be used to identify the MHHW mark which delineates the limits between State owned and privately owned land.

GFT intends on using the existing geotechnical data from USACE in 2009 and used in the 2021 dredging contract to review the geotechnical aspects of the project. This proposal does not include additional geotechnical field investigations and if required will be coordinated with the county for an additional fee in the future as a part of any future project design efforts.

A final condition assessment report will be provided that quantifies the amount of material that will need to be dredged and provide a level 4 cost estimate for construction.

Schedule and Deliverables:

Summary of Project Schedule

Deliverable/Meeting/Correspondence	Submission/Execution
Task 1 Project Management Kick off meeting	Within 2 weeks of NTP
Task 2 – Assess current project conditions Data Collection and Review Site Visit	Within 2 weeks of receipt of all record documents
Task 3: Plan Development Execute Coastal Boundary survey Complete Geotechnical review/report	Within 4 weeks of NTP

Fees

Price proposal for all work

Project Task	**Fee**
Task 1: Project Management	$24,018,08
Task 2: Assess current project conditions	$48,092.44
Task 3: Condition assessment	$38,592.64
Labor Total	$110,703.16
Total Profit (12%)	$13,284.38
Labor plus profit	$123,987.54
Subconsultant (survey) and Expenses	$21,000.00
Grand Total Fee	$144,988.54

This work effort will be billed based on time and materials basis.

Assumptions and Exceptions Inherent to this Proposal:

1. Any analysis or studies other than what is presented in this proposal are beyond the scope of our services. Revisions to the scope of services may require adjustment of the estimated fees.

2. It is GFT's understanding that the relevant supporting documentation or other communications shall be provided by County through email. Similarly, construction documents and supporting documentation shall be submitted to County by email.
3. The construction cost estimate will be based on the estimated quantities develop during the assessment. GFT assumes no responsibility associated with repair quantity or final project overruns during construction.
4. During the site inspection, should GFT discover significant environmental concern which could impact the design or safe construction operations, GFT will immediately notify County and await further guidance concerning additional in-depth inspections. Additional inspections outside the scope of the project may require an additional fee.
5. Assumes all current permits and leases are in good standing and all conditions on the subject project would not require modification of permits or leases.
6. Coastal boundary surveys from 2021 will be used for this effort.
7. Right-of-entry will be obtained by the client.
8. Surveying services outside of the scope of work described will be considered additional services.
9. Weather and other environmental factors are conducive to completing field work in a timely fashion once initiated.
10. Access to the site will require a boat launched from a public dock within 3 miles of the site.
11. Design team will wear appropriate PPE during site visit. It is our understanding that no additional safety training or equipment will be required.
12. This scope of work does not include any additional geotechnical field investigations or borings. Should additional borings be required, GFT will immediately notify the County. Additional field investigations outside the scope of work to define in this proposal may require an additional fee.

We appreciate the opportunity to provide this proposal for professional services.

In your service,

Christopher Sallese

Christopher W. Sallese
Project Manager
GFT, Inc.
713-817-8497

Client	Brazoria County	**Prepared By**	
Project Name	San Bernard Ecosystem Project	**Reviewed By**	Chris Sallese
Location	Brazoria County		
Date	January 15, 2025		
Proposal No.	9140-29		
Negotiation No.	0051-46		
Project No.			

PRIME: GFT

St Bernarnd Hydrographic Survey Project

Estimated Labor Costs

Item No.	Item Description	Project Manager	Env / Senior Engineer	Mid-Level Engineer	Junior Engineer	GIS	Scheduler	Senior CADD Technician	Mid CADD Technician	Project Administrator	Labor Hour Totals
	Labor Rates	$ 350.00	$ 250.69	$ 128.00	$ 62.00	$ 134.00	$ 111.45	$ 124.00	$ 101.00	$ 167.00	
	Task 1: PROJECT MANAGEMENT										
1	External Coordinations	8	8	8							24
2	Internal Coordinations	4	4	6							14
3	Project controls (Schedule, budget)						4				4
4	Document controls	2		4							6
5	Administrative tasks (invoices, deliverables, meeting minutes, status reports)									80	80
										Hours	128
										Subtotal	$ 24,018.08
	Task 2: CONDITION ASSESSMENT										
6	Kick-off meeting	8	16	8							32
7	Review of existing document	8	8	24				24	40		104
8	Site Visit		16	16							32
9	State of condition assessment (Report including risks & project controls)		16	24						8	48
10	Environmental Review		20								20
11	QC	8		24							32
										Hours	268
										Subtotal	$ 48,092.44
	Task 3: PLAN DEVELOPMENT										
12	Execute field inspections	8	8	8							24
13	Alternative analysis	8	24	24	16						72
14	Meetings (Weekly, 5 total)			10							10
15	Presentation workshop & selection of option		16	16							32
16	Report		8	40					16	6	70
17	QC	8									8
										Hours	216
										Subtotal	$ 38,592.64
	Task 4: PS&E PRODUCTION										
18	Plans										0
19	Specifications										0
20	Cost estimate										0
21	Meetings (Weekly, 10 meetings)										0
22	CAMEOSS Review Meetings (30%, 60%, 90%, 100%, 4 total)										0
23	QC										0
										Hours	0
										Subtotal	$ -
	Task 5: BID & CONSTRUCTION SERVICES										
24	Bid phase support (includes bid package, meetings, addendum, respond to bid										0
25	Pre-Construction meeting										0
26	Submittals, RFIs, & Shop drawings Review										0
27	Construction progress bi-weekly meetings										0
28	Site visits (1 total)										0
29	Project closeout (providing as-builts)										0
										Hours	0
										Subtotal	$ -
	Estimated Labor Hours	62	144	212	16	0	4	24	56	94	612
	Labor Rates	$ 350.00	$ 250.69	$ 128.00	$ 62.00	$ 134.00	$ 111.45	$ 124.00	$ 101.00	$ 167.00	
	Estimated Labor Costs	$ 21,700	$ 36,099	$ 27,136	$ 992	$ -	$ 446	$ 2,976	$ 5,656	$ 15,698	$ 110,703.16

Estimated Labor Costs $ 110,703.16
Profit $ 13,284.38
Total labor plus profit $ 123,987.54

Estimated Direct Costs

Item No.	Item	Quantity	Unit	Unit Price	Cost
1	Mileage	1	LS	$500	$500.00
2	Miscellaneous and Reproductions	1	LS	$500	$500.00
				Estimated Direct Costs	**$1,000.00**

Subcontracts (Including 12% profit)

Item No.	Item	Quantity	Unit	Unit Price	Cost
1	Geotechnical Investigations & engineering	1	LS		$0.00
1	Survey	1	LS	$20,000 TBakerSmith	$20,000.00
				Total Subcontract including 12% profit	**$20,000.00**

GRAND Total Project Cost INCLUDING 12% PROFIT - St Bernarnd Hydrographic Survey Project $144,987.54

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.7. **1/27/2026**

Prohibition of Outdoor Burning

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.8. **1/27/2026**

Rehire Rate of Pay - Bailiff

Upon request by County Court at Law 3 Judge Jeremy Warren, the Court approves additional steps for Bailiff position 1731 who rehired on January 19, 2026 at Step 7.

The incumbent was previously employed as a Bailiff from September 2013 until September 2025 and left at a Step 13. The Court hereby approves the pay to be Step 13 at $22.09 per hour effective immediately.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.9. **1/27/2026**

Restate and Amend Policy on Work Schedule and Workweek - 86 Hour Rule

Upon request of the County Sheriff and upon recommendation of the Human Resources Director, the County Policy on Work Schedule and Workweek, and the effect on any other applicable personnel policies and regulations, are hereby restated and amended, effective January 24, 2026 to include the following:

Pursuant to Section 207(k) of the Federal Fair Labor Standards Act (FLSA) and 29 C.F.R. Part 553, a "14 Consecutive-Day Work Period" shall apply to all regular full-time, non-exempt law enforcement personnel assigned to the Sheriff's Office Enforcement and Detention Divisions, and any personnel in positions designated by an elected Constable, who are required to work (12) hour shift schedule or who are regularly required to provide essential law enforcement services. Under this work period, a maximum of eighty-six (86) hours shall be worked during each fourteen (14) consecutive-day work period before compensatory time and/or overtime compensation is applied.

Effective January 24, 2026, the "14 Consecutive-Day Work Period" shall no longer apply to Sheriff's Office personnel assigned to positions that do not meet the criteria set forth above or to positions otherwise designated by the Sheriff.

BRAZORIA COUNTY POLICY
WORK SCHEDULE AND WORKWEEK

WORK SCHEDULE

1. The normal hours of work for most positions in the County are from 8 a.m. until 5 p.m. Monday through Friday.

EXCEPTIONS

2. In order to meet the needs of the County, certain department employees may be required to work a schedule that varies from the normal work schedule. Certain employees may be subject to call-out in case of emergency or special need.

3. The need for schedules that vary from the normal schedule will be determined by each department head.

WORKDAY

4. The workday for the County will begin at 12:01 a.m. each day and end 24 consecutive hours later.

WORKWEEK

5. For purposes of recordkeeping and to determine overtime in compliance with the Fair Labor Standards Act (FLSA), the workweek for the County will begin at 12:01 a.m. on each Saturday and end at midnight on the following Friday, for a total of 168 hours per week.

6. Pursuant to Section 207(k) of the Federal Fair Labor Standards Act (FLSA) and 29 C.F.R. Part 553, a "14 Consecutive-Day Work Period" shall apply to all regular full-time, non-exempt law enforcement personnel assigned to the Sheriff's Office Enforcement and Detention Divisions, and any personnel in positions designated by an elected Constable, who are required to work a twelve (12) hour shift schedule or who are regularly required to provide essential law enforcement services. Under this work period, a maximum of eighty-six (86) hours shall be worked during each fourteen (14) consecutive-day work period before compensatory time and/or overtime compensation is applied.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.10. **1/27/2026**

Accept Donation by the Freeport LNGives Program

Pursuant to Texas Local Government Code §81.032, and on behalf of Brazoria County and the Brazoria County Parks Department, the Court accepts the donation of Two Thousand Dollars ($2000.00) by the Freeport LNGives Program.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.11. **1/27/2026**

Advertise Competitive Sealed Proposals for CR 179 Bridge Repair

Approval to advertise Competitive Sealed Proposals for “CR 179 Bridge Repair” which has been determined by the Purchasing Agent to be the procurement method to use that is in the best interest of the County.

In addition, the procurement will utilize funds from the department’s approved Fiscal Year 2026 budget.

Further, appoint a committee to review the proposal submittals from the persons shown below, their designee, or other persons as determined by the Court.

Matt Hanks, County Engineer
Wael Tabara, Assistant County Engineer
Mary Cheline Shine, District Attorney’s Office
Natasha Stulberg, Purchasing Department (non-voting member)

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.12. **1/27/2026**

Solicit Statement of Qualifications for Engineering Services for Facilities Repair at the Sheriff's Office

Approval to advertise "Request for Qualifications for Engineering Services for Facilities Repair at the Sheriff's Office".

This project will utilize fund, 34626-Beryl DR4798, for Hurricane Beryl.

Further, appoint a committee to review the proposal submittals from the persons shown below, their designee, or other persons as determined by the Court.

Chad Jones, Sheriff's Office
William Lasiter, Facilities Management
Gerald Hendrick, Facilities Management
Kenneth Lampe, Sheriff's Office
Engineering Designee
Natasha Stulberg, Purchasing (non-voting member)

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.13. **1/27/2026**

Solicit Statement of Qualifications for Design Services for the Parks Headquarters Outdoor Target Range

Approval to advertise “Request for Statement of Qualifications for Design Services for the Parks Headquarters Outdoor Target Range” project.

Further, this project will be funded by the Texas Parks and Wildlife Department partnering with The Office of Conservation Investment along with funds from the departments approved Fiscal Year 2026 budget.

In addition, appoint a committee to review the proposal submittals from the persons shown below, their designee, or other persons as determined by the Court.

Bryan Frazier, Parks Department
Chad Davenport, Parks Department
Lydia Ortiz, Parks Department
Allen Dickey, Parks Department
Nathan Murphy, Parks Department
Auditing Designee
Purchasing Department designee (non-voting member)

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.1. **1/27/2026**

Additional District Attorney Staff

Authorize the creation of two additional civil attorneys and two additional civil support staff for the District Attorney's Office at the appropriate pay grade.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.2. **1/27/2026**

ORDER REQUESTING AUTHORIZATION TO FILE SUIT

Authorize the District Attorney to file suit against Anthony Lefear and any responsible party for violations of the County Flood Plain Regulations, Texas Health and Safety Code, and County Public Nuisance Regulations. The District Attorney is authorized necessary expenses in the prosecution of the suit and is not required to file a bond and is exempt from any and all bond requirements pursuant to Civil Practice and Remedies Code Section 6.001.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.3. **1/27/2026**

Pending Litigation - Cullen RV Resort, LLC

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.4. **1/27/2026**

Discuss Lease of Airport Property

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.5. **1/27/2026**

Deliberate the Value of County Property Damaged During Hurricane Beryl

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.6. **1/27/2026**

Deliberate Business and Financial Issues Related to Water Utility Contract

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.7. **1/27/2026**

Discussion of Tax Abatement