BRAZORIA COUNTY COMMISSIONERS COURT

MINUTES

BE IT REMEMBERED THAT ON JULY 22, 2025, 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 JUDGE SEBESTA

D. APPROVAL OF MINUTES

D.1. Commissioners Court Regular Session - July 8, 2025 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

F.1. Proclamation - Pre-Trial, Probation and Parole Supervision Week

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

F.2. Proclamation - Gracie Sennette

RESULT:	APPROVED
MOVER:	L.M. "Matt" Sebesta Jr.
SECONDER:	David R. Linder
AYES:	Judge Sebesta Jr., Commissioner Burridge, Commissioner Cade, Commissioner Adams, and Commissioner Linder

G. FORMAL REPORTS AND APPEARANCES - NONE

H. CONSENT

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

County Judge

H.1. Re-Appointment to the Gulf Coast Center Board of Trustees

H.2. Commissioners Court Meeting Dates for FY 2026

H.3. Brazoria County Holiday Schedule for Calendar Year 2026

Item pulled by Commissioner Linder for later date.

RESULT:	PULLED FROM AGENDA

H.4. Opioid Settlement

Sheriff's Office

H.5. Operation Stonegarden Resolution

H.6. Amendment to Multiple Use Agreement with TxDOT

Tax Assessor - Collector

H.7. Deputations of the Tax Assessor - Collector

H.8. Monthly Collections Report for June 2025

H.9. Waiver of Penalty and Interest on Delinquent Taxes

Auditor

H.10. Payment of Bills

H.11. FY 2025: Line Item Transfer

H.12. FY 2025: Line Item Transfer

H.13. FY 2025: Line Item Transfer

H.14. Auditor's Monthly Report

CDBG/HUD/Welfare Department

H.15. Monthly Welfare Reports

H.16. Monthly Section 8 Reports

H.17. Brazoria County Housing Choice Voucher FY 2026 Utility Allowances

Engineer

H.18. Interlocal Agreement with the City of West Columbia No. IS25-0018

H.19. Projects Under Blanket Interlocal Agreements for Direct Assistance to Cities and Towns

H.20. Final Acceptance of Roads - Windrose Green Section Two - Abstract 318 (Precinct 2)

H.21. Final Acceptance of Roads - Windrose Green Section Three - Abstract 318 (Precinct 2)

H.22. Conditional Acceptance of Roads - Windrose Green Section Four - Abstract No. 318 (Precinct 2)

H.23. Conditional Acceptance of Roads - Windrose Green Section 5 - Abstract No. 318 (Precinct 2)

H.24. Right of Way for Bullard Road (CR 81) - Parcel 24-552 (Precinct 4)

H.25. Right of Way for Bullard Road (CR 81) - Parcel 24-554 (Precinct 4)

H.26. Change the Maintenance Designation Number of CR 969M to CR 1456 (Precinct 4)

Human Resource

H.27. FY 2026 Health Insurance Rates and Plan Design

Item pulled for discussion by Commissioner Adams, and voted on with Consent items.

H.28. Deputy Constable Appointments - Precinct 3

H.29. Amendment to County's Section 125 Flexible Benefits Plan

H.30. Flexible Spending Account with Health Equity

Parks

H.31. Authorize Hot Dog Adoption Day at Quintana Park

Purchasing Department

H.32. Renew RFP #23-61 Hazardous Material Mitigation and Related Services

H.33. Renew ITB #21-70 Milling Machine Rental

H.34. Renew ITB #21-76 Electrical Supplies

H.35. Renew RFP #06-41 Agreement with TDECU for ATM Service

H.36. Amend Court Order H.25 Dated June 10, 2025 Advertise Bids for Replacement Bridge at Hanson-Beal Complex for Hanson Riverside County Park

H.37. Renew RFP #23-12 Substance Use Disorder Treatment Services for Brazoria County Community Supervision and Corrections Department (CSCD)

H.38. Renew RFP #23-13 Electronic Monitoring Services for Brazoria County Community Supervision and Corrections Department (CSCD)

H.39. Renew RFP #21-79 Debris Management

H.40. Amend Court Order I.8 Dated June 24, 2025 Request for Proposals for Pavement Repairs for Silverlake Phase II

H.41. Amend Court Order I.7 Dated June 24, 2025 Request for Proposals for Concrete Pavement Repairs 2025 Bar X, Phase V

H.42. Amend Court Order I.5 Dated July 8, 2025 Advertise Request for Proposals for the Construction of a Teen Center Building

H.43. Renew C #22-89 Employee Drug Tests and Physicals

H.44. Renew RFP #21-60 Electronic Content Materials for the Library

H.45. Renewal with Rate Increase for Waste Connections Inc.

H.46. Amend Agreement with Tyler Technologies

Toll Road Authority

H.47. Treasurer's Monthly Cash and Investment Report for Toll Road Funds for May 2025

I. DISCUSSION

Treasurer

I.1. Treasurer's Monthly Cash & Investment Report for May 2025

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

Auditor

I.2. Issuance of a Purchase Order After the Fact - Constable Precinct 3

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

Engineer

I.3. Preliminary Engineering Services - Water Supply for Detention Facility

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

Human Resource

I.4. Overtime Report

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

Purchasing Department

I.5. Cancel Award for RFP #25-08 WI-FI Hotspots for the Library (E-Rate)

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

Department Heads

Bo Stallman - County Sheriff

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 9:43 a.m. Commissioners Court entered into Closed Session.
At 10:34 a.m. Commissioners Court was again in open session with all members present. As no further matters were to be had, Judge Sebesta adjourned this Special Session of Commissioners Court at 10:34 a.m.

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. Discuss Potential Litigation

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 10:34 AM.

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

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. D.1. **7/22/2025**

Commissioners Court Regular Session - July 8, 2025 9:00 AM

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. F.1. **7/22/2025**

Proclamation - Pre-Trial, Probation and Parole Supervision Week

Approve the Proclamation designating July 20, 2025 to July 26, 2025 as Pre-Trial, Probation and Parole Supervision Week in Brazoria County.

PROCLAMATION

WHEREAS, community corrections is an essential part of the criminal justice system; and

WHEREAS, community corrections professionals uphold the law with dignity, recognizing the right of the public to be safe-guarded from criminal activity; and

WHEREAS, community corrections professionals are responsible for supervising adult and juvenile offenders in the community; and

WHEREAS, community corrections professionals provide service and referrals for individuals; and

WHEREAS, community corrections professionals work in partnership with law enforcement professionals and community agencies; and

WHEREAS, community corrections professionals provide services and support for victims; and

WHEREAS, community corrections professionals are a true Force for Positive Change in their communities.

NOW, THEREFORE, the Brazoria County Commissioners Court does hereby proclaim July 20, 2025 through July 26, 2025 as

PRE-TRIAL, PROBATION AND PAROLE SUPERVISION WEEK

in Brazoria County and encourages all citizens to honor these community corrections professionals and to recognize their achievements.

APPROVED this 22nd day of July, 2025.

_____

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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PRE-TRIAL, PROBATION AND PAROLE SUPERVISION WEEK

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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. F.2. **7/22/2025**

Proclamation - Gracie Sennette

Approve the attached Proclamation honoring Gracie Sennette as an influential figure of the Kefi Project.

PROCLAMATION

WHEREAS, Gracie Sennette was born on April 30, 1924 and lived a life of service to her family and the community around her. She passed away on July 13, 2022 at the remarkable age of 98, and was laid to rest at Mims Cemetery in Brazoria; and

WHEREAS, Gracie chose a lifelong career in nursing, and her professional journey began at UTMB Hospital in Galveston, and later served at the Shriners Burns Institute where she worked until her retirement in 1989. Her dedication to the field of nursing was marked by an extraordinary commitment to patient care and a profound sense of empathy and kindness; and

WHEREAS, Gracie was a dependable and eager volunteer at local churches and food banks. She passed on this helper's spirit to her many family members and friends and it is in this spirit that Marce Butler, Gracie's great niece, and Meni Koulakiotis, Marce's longtime friend, have formed a nonprofit called the Kefi Project ; and

WHEREAS, The Kefi Project's mission is to build a community that will provide housing and onsite care for low-income or no-income seniors. The land for the Kefi project belonged to Gracie and is a symbol of happiness, peace, and fellowship being that it was the place her family gathered for picnics and reunions.

NOW, THEREFORE, BE IT PROCLAIMED, that the Brazoria County Commissioners Court does hereby recognize

GRACIE SENNETTE

as an important part of the organization's founding principles having lived a life of dedication, compassion, and unwavering faith.

APPROVED this 22nd day of July, 2025.

_____

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 22nd day of July, 2025.

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.1. **7/22/2025**

Re-Appointment to the Gulf Coast Center Board of Trustees

Approve the Re-Appointment of Sheriff Bo Stallman for a two year term beginning September 1, 2025 through August 31, 2027 to the Gulf Coast Center Board of Trustees.

Board of Trustees Re-appointment Submission

The Honorable Matt Sebesta
County Judge, Brazoria County
Brazoria County Courthouse
111 E Locust Street
Angleton, TX 77515

Dear Judge Sebesta:

The following member of the Gulf Coast Center Board of Trustees has a term that is due for re-appointment as of August 31, 2025.

- Sheriff Bo Stallman 3602 CR 45, Angleton, TX 77515

At your convenience, please place this matter before the Commissioner's Court for re-appointment of an additional two-year term. The volunteer contribution on the part of this Board Members has been outstanding.

Should you have any questions or concerns, please feel free to contact me at CathyR@gulfcoastcenter.org.

Thank you,

Cathy Rice

Cathy Rice
Secretary to the Board

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.2. **7/22/2025**

Commissioners Court Meeting Dates for FY 2026

The Court approves the Brazoria County Commissioners Court meeting dates for FY 2026 as attached.

Commissioners Court Meeting Dates for FY 2026

2025

October 14, 2025	Regular Session
October 28, 2025	Special Session
November 18, 2025	Regular Session
November 18, 2025 is 3rd Tuesday - Includes Canvass of Votes	
November 25, 2025	Special Session
December 9, 2025	Regular Session
December 23, 2025	Special Session

2026

January 13, 2026	Regular Session
January 27, 2026	Special Session
February 10, 2026	Regular Session
February 24, 2026	Special Session
March 10, 2026	Regular Session
March 24, 2026	Special Session
April 14, 2026	Regular Session
April 28, 2026	Special Session
May 12, 2026	Regular Session
May 26, 2026	Special Session
June 9, 2026	Regular Session
June 23, 2026	Special Session
July 14, 2026	Regular Session
July 28, 2026	Special Session
August 11, 2026	Regular Session
August 25, 2026	Special Session
September 8, 2026	Regular Session
September 22, 2026	Special Session

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.3. **7/22/2025**

Brazoria County Holiday Schedule for Calendar Year 2026

Item pulled from Agenda by Commissioner Linder for later date.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.4. **7/22/2025**

Opioid Settlement

The Court previously approved a Resolution in support of the adoption and approval of the Opioid Settlement Texas Term Sheet and Allocation Method.

The Court hereby authorizes the County Judge to sign the Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus, and Purdue / Sackler Texas Settlement Agreement and any and all documents relating to the opioid settlement proceeds after review by the District Attorney's Office.

Further, a certified copy of the Order be sent to the District Attorney's Office and Auditor's Office.

TO LOCAL POLITICAL SUBDIVISIONS:
IMPORTANT INFORMATION ABOUT NEW OPIOID SETTLEMENT WITH PURDUE AND SACKLER FAMILY.
SUBDIVISIONS MUST SUBMIT SIGNED DOCUMENTATION TO PARTICIPATE.
THE DEADLINE FOR PARTICIPATION IS SEPTEMBER 30, 2025.

This email is a follow up to the formal notice sent by the National Opioid Settlements Implementation Administrator.

If your subdivision is represented by an attorney with respect to opioid claims, please immediately contact them.

Please note that this settlement is a NEW opioid settlement; your subdivision may have previously submitted documents for the Distributors, Janssen/J&J, Endo, Teva, Allergan, Walmart, Walgreens, CVS, Mallinckrodt, and Kroger settlements.

To participate in this NEW Purdue/Sackler settlement, your subdivision must submit new documentation.

WHY IS YOUR SUBDIVISION RECEIVING THIS EMAIL?

Texas subdivisions are entitled to decide whether they wish to participate in the Purdue settlement. Any subdivision that does not participate is not eligible to receive any of the settlement funds. Please read this information carefully and print or save it for future reference.

You are receiving this email because the State of Texas is participating in the Purdue Direct Settlement, and your subdivision may participate in this Settlement. You likely received an email notice last Thursday, July 8, 2025, from the National Opioid Settlements Implementation Administrator (opioidsparticipation@rubris.com). This information is a follow up to the Implementation Administrator email and is being sent directly to subdivisions who have not litigated against Purdue or the Sackler family. If your subdivision is represented by an attorney with respect to opioid claims, please immediately contact them. Please note that there is no need for subdivisions to be represented by an attorney or to have filed a lawsuit to participate in the Purdue Direct Settlement.

This is a new settlement. Even if your subdivision has already signed on to other opioid settlements and adopted the Texas Term Sheet**, do not disregard this notice.**

HOW DO YOU PARTICIPATE IN THE NEW SETTLEMENT?

The Texas Attorney General's Office is collecting the executed *Participation Form* in this settlement differently from prior opioid settlements. Next week, your subdivision will receive an email with a package from Rubris, the National Opioid Settlements Implementation Administrator, with the *Participation Form* for the Purdue Direct Settlement. Your subdivision must execute and return the *Participation Form* and any supporting documentation to the Implementation Administrator using one of the following three options:

(1) ***Electronic Signature via DocuSign***: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) ***Manual Signature returned via DocuSign***: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) ***Manual Signature returned via electronic mail***: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Your subdivision must execute and submit all required documentation on or before September 30, 2025, to receive funds from the Purdue Direct Settlement. If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Office of the Texas Attorney General at opioids@oag.texas.gov.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. The settlement package from the National Opioid Settlements Implementation Administrator only pertains to your subdivision's decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. **PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.**

SETTLEMENT OVERVIEW

The proposed settlement (the "Purdue Settlement") is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, the "Purdue Estate Settlement" (a settlement of Purdue's claims against the Sacklers and certain other parties), and the "Purdue Direct Settlement" (settlement of direct claims against the Sacklers held by States, local governments and other creditors, collectively). The Purdue Direct Settlement for States and local governments is detailed in the Governmental Entity and Shareholder Direct Settlement Agreement, which is available at: https://nationalopioidsettlement.com/purdue-sacklers-settlements/.

Combined, the Purdue Estate Settlement and Purdue Direct Settlement require Purdue and the Sackler family to pay an estimated $286 million (the "Settlement Amount") over 15 years to Texas and its political subdivisions. Of the Settlement Amount, the vast majority is earmarked for use by Texas and its subdivisions to remediate and abate the impacts of the opioid crisis. The Settlement also contains injunctive relief provisions governing the opioid marketing practices at the heart of the opioid claims in the lawsuits.

WHERE CAN YOU FIND MORE INFORMATION?

This email is intended to provide a brief overview of the Purdue Settlement. Detailed information about the Settlement may be found at the national settlement website: https://nationalopioidsettlement.com/purdue-sacklers-settlements/ and will soon be available at the website set up by Office of the Attorney General of Texas: https://www.texasattorneygeneral.gov/globalopioidsettlement.

WHY YOU SHOULD PARTICIPATE

The State of Texas supports this settlement.

Subdivision participation is strongly encouraged, for the following reasons:

First, the amounts to be paid under the Settlement, while insufficient to abate the epidemic fully, will contribute to Texas and its local governments' ability to implement meaningful changes designed to curb opioid addiction, overdose, and death. However, as with preceding opioid settlements including the 2021 Distributors and Johnson & Johnson/Janssen settlements, the 2022 Teva and Endo settlements, the 2023 Mallinckrodt bankruptcy settlement, the 2023 Allergan, CVS, Walmart, and Walgreens settlements, and the 2024 Kroger settlement, the monetary relief provided by the Purdue Settlement will only be available to participating subdivisions;

Second, time is of the essence. The opioid epidemic continues to devastate communities around the country and rapid distribution of funds is critical to community governments' abilities to address the epidemic ***as soon as possible***; and

Third, you know first-hand the effects of the opioid epidemic on your community. As leaders in your subdivision, you know best how best to utilize funds from this settlement to further abate the crisis, provide relief to your citizens, and strengthen your community against the devastation of the opioid crisis. With your help, Texas can quickly finalize this settlement for the betterment of your community even as we continue to fight for you in litigation and settlement discussions against numerous other defendants in the opioid industry.

HOW WILL SETTLEMENT FUNDS BE ALLOCATED IN TEXAS?

The Texas Term Sheet, which sets the allocation between subdivisions and the State, can be found on the Texas Attorney General's website. Any questions concerning the status or terms of the Texas Term Sheet and allocations in Texas can be directed to the Texas Attorney General's Office.

You may be contacted by the Texas Attorney General's Office with additional information regarding the allocation of settlement funds in Texas. Subdivisions with representation can expect information from their counsel. We encourage you to review all materials and to follow up with any questions. The terms of these settlements are complex, and we want to be sure you have all the information you need to make your decision.

As with the other opioid settlements, the Texas Comptroller of Public Accounts and the Texas Opioid Council will disburse funds to participating political subdivisions in Texas.

NEXT STEPS

This settlement requires that you take affirmative steps to 'opt in' to the settlement. If you do not act, you will not receive any settlement funds from the Purdue Direct Settlement.

First, have your authorizing person(s) or body begin to review the materials on the website concerning the settlement agreement terms. Develop a list of questions for your counsel or the Texas Attorney General's Office. The Texas Attorney General's Office cannot give you legal advice. Your subdivision will need to begin the process of deciding whether to participate in the proposed settlement, and subdivisions are encouraged to work through this process well before the **September 30, 2025**, deadline. Again, the Texas Attorney General's Office, your counsel, and other contacts within the state are available to discuss the specifics of the settlements and we encourage you to discuss the terms and benefits of the settlements with them.

Second, should you decide to participate, your subdivision will need to submit a fully executed Subdivision Participation Form through one of the three methods outlined above.

IMPORTANT: This settlement package only pertains to your decision to participate in the Purdue Direct Settlement. Certain eligible subdivisions will be receiving packages to vote on the Purdue bankruptcy plan from Kroll, the Claims and Noticing Agent in the Purdue bankruptcy. If Kroll sends your subdivision a package to vote on the bankruptcy plan, you should follow the applicable

instructions for voting. **VOTING ON THE BANKRUPTCY PLAN IS SEPARATE FROM AND DOES NOT FULFILL PARTICIPATION REQUIREMENTS OF THE PURDUE DIRECT SETTLEMENT.**

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Office of the Texas Attorney General at opioids@oag.texas.gov.

We urge you to view the National Opioids Settlement website (https://nationalopioidsettlement.com/purdue-sacklers-settlements/) and the Texas Attorney General's website (https://www.texasattorneygeneral.gov/globalopioidsettlement) at your earliest convenience. Information and documents regarding the settlement can be found on the settlement website. Questions regarding the opioid settlements can be directed to: opioids@oag.texas.gov and opioidsparticipation@rubris.com.

FREQUENTLY ASKED QUESTIONS

1. **My subdivision already signed up for opioid settlements, is that good enough for this new settlement?**
   No. Your subdivision must submit a **Subdivision Participation Form** for the Purdue Direct Settlement; opting into earlier settlements does not sign you up for this one.

2. **My subdivision adopted the Texas Term Sheet when we joined earlier settlements, do we need to repeat that step?**
   If your subdivision has already adopted the Texas Term Sheet to sign on to a previous opioid settlement, you do NOT need to adopt an additional resolution to readopt the Texas Term Sheet.

3. **My subdivision voted on the Purdue bankruptcy plan back in 2021. Do I need to do anything now?**
   Yes. This is a new settlement with Purdue and the Sackler family following the Supreme Court's reversal of the prior Purdue bankruptcy plan.

4. **Does my subdivision need to pass a resolution to sign up for this settlement?**
   This depends on the specifics of what your county or city is required to do to release legal claims. If your city manager, for example, is authorized to generally enter into opioid settlements, you may not need a resolution. Consult your legal counsel for advice.

5. **When will my subdivision receive funds from this settlement and/or the other settlements?**
   Funds for the Distributors, J&J/Janssen, Endo, Teva, Allergan, CVS, Walmart, Walgreens, Mallinckrodt, and Kroger settlements have been paid to the Texas Comptroller of Public Accounts and the Texas Opioid Council, and those funds continue to be distributed to participating subdivisions.

For any questions you have about the timing of paid funds, please reach out to the Texas Comptroller of Public Accounts. You can reach them at: OAFC.Public@cpa.texas.gov. There is also a website with Subdivision Disbursements here.

For questions you may have about payment(s) received or specific accounting information, please reach out to the Texas Treasury Safekeeping Trust Company at: opioidabatementfund@ttstc.texas.gov

6. **How much will my subdivision receive from the Purdue Settlement?**
   Your subdivision's percentage of the settlement remains static from previous settlements, and it is available at the Comptroller's Subdivision Disbursements website and the Texas Term Sheet. If you have further questions about your subdivision's individual allocation amount, please contact opioids@oag.texas.gov.

7. **What are all the different Texas opioid settlements?**
   Here is a summary of all the opioid settlements between Texas and its political subdivisions and the various manufacturers, distributors, and retail pharmacies:

Date Announced	Company	Amount
February 2021	McKinsey	$38.4 million
July 2021	AmerisourceBergan, Cardinal Health, and McKesson	$1.271 billion
July 2021	Janssen	$296.9 million
December 2021	Endo	$63 million
February 2021	Teva	$150 million plus $75 million in product plus $57 million from MFN
June 2021	Mallinckrodt	$26.6 million
December 2022	Allergan	$135.7 million
December 2022	Walmart	$170 million
December 2022	CVS	$300.3 million
December 2022	Walgreens	$326.6 million
February 2024	Publicis	$21.5 million
October 2024	Kroger	$83 million
June 2025	Purdue	$286.5 million
Total	**14 companies**	**$3.302 billion**

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Brazoria County	State:
Authorized Official: County Judge L.M. "Matt" Sebesta, Jr.	
Address 1: 237 E. Locust #401	
Address 2:	
City, State, Zip: Angleton, Texas 77515	
Phone: 979-864-1200	
Email: laceyp@brazoriacountytx.gov	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "*Agreement*")[1], and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as and to the extent provided in, and for resolving disputes to the extent provided in, the

[1] Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.

9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released

Claims" and "Released Claims") are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity's power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.

11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.

12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.

14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: L.M. "Matt" Sebesta, Jr.

Title: County Judge

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Brazoria County	State:
Authorized Official: County Judge L.M. "Matt" Sebesta, Jr.	
Address 1: 237 E. Locust #401	
Address 2:	
City, State, Zip: Angleton, Texas 77515	
Phone: 979-864-1200	
Email: laceyp@brazoriacountytx.gov	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "*Agreement*")[1], and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as and to the extent provided in, and for resolving disputes to the extent provided in, the

[1] Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.

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Claims" and "Released Claims") are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity's power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.

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12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

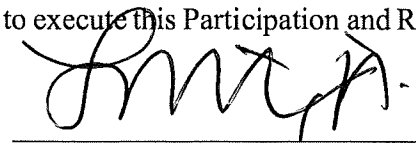
> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.

14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: 

Name: L.M. "Matt" Sebesta, Jr.

Title: County Judge

Date: 07-22-2025

National Opioids Settlements: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Brazoria County, TX
Rubris Reference Number: CL-1773716

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT NATIONAL OPIOID SETTLEMENTS.

SETTLEMENT OVERVIEW

Proposed nationwide settlement agreements ("Settlements") have been reached that would resolve opioid litigation brought by states, local political subdivisions, and special districts against eight opioids manufacturers, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (the "Manufacturers"). Local political subdivisions and special districts are referred to as "subdivisions."

The Settlements require the settling Manufacturers to pay hundreds of millions of dollars to abate the opioid epidemic. The Settlements will provide a maximum of approximately $720 million in cash to participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlements require:

- Alvogen to immediately pay up to approximately $19 million;
- Amneal to pay up to approximately $74 million over 10 years, and to provide either approximately $177 million of its generic version of the drug Narcan or up to an additional approximately $44 million in cash;
- Apotex to immediately pay up to approximately $65 million;
- Hikma to immediately pay up to approximately $98 million, and to provide either approximately $35 million of its naloxone product or up to an additional approximately $7 million in cash;
- Indivior to pay up to approximately $75 million over five years, a portion of which, at the election of the state, could be paid in the form of Indivior's branded buprenorphine and/or nalmefene products with a value of up to $140 million.;
- Mylan to pay up to approximately $290 million over nine years;
- Sun to immediately pay up to approximately $32 million; and
- Zydus to immediately pay up to approximately $15 million.

The Settlements also contain injunctive relief governing opioid marketing, sale, distribution, and/or distribution practices and require the Manufacturers to implement safeguards to prevent diversion of prescription opioids.

Each of the proposed settlements has two key participation steps.

First, each eligible state decides whether to participate in each Settlement. A list of participating states for each settlement can be found at https://nationalopioidsettlement.com/.

Second, eligible subdivisions within each participating state decide whether to participate in each Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Settlements provide that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for these new Settlements and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in one or more of the Settlements, and your subdivision may participate in those Settlements in which your state has elected to participate. This notice is also sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them.
Subdivisions can participate in the Settlements whether or not they filed a lawsuit or are represented.

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlements, including each settlement agreement, may be found at: https://nationalopioidsettlement.com. This website also includes information about how the Settlements are being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlements and your state allocation can be found on the settlement website at https://nationalopioidsettlement.com/.

Your subdivision will need to decide whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process before the ***October 8, 2025*** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

The Settlements require that you take affirmative steps to "opt in" to the Settlements.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator or, in some cases, your Attorney General's Office. In order to participate in a settlement, a subdivision must sign and return the required Participation Form for that settlement.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Forms and instructions.

All required documentation must be signed and returned on or before ***October 8, 2025***.

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Brazoria County	State: TX
Authorized Official: County Judge L.M. "Matt" Sebesta, Jr.	
Address 1: 237 E. Locust St. #401	
Address 2:	
City, State, Zip: Angleton, Texas 77515	
Phone: 979-864-1200	
Email: laceyp@brazoriacountytx.gov	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("*Amneal Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Amneal Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Amneal Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Amneal Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Amneal Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Amneal Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Amneal Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Amneal Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Amneal Settlement.

7. The Governmental Entity has the right to enforce the Amneal Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Amneal Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Amneal Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Amneal Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Amneal Settlement.

10. In connection with the releases provided for in the Amneal Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Amneal Settlement.

11. Nothing herein is intended to modify in any way the terms of the Amneal Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Amneal Settlement in any respect, the Amneal Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: L.M. "Matt" Sebesta, Jr.

Title: County Judge

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Brazoria County	State: TX
Authorized Official: County Judge L.M. "Matt" Sebesta, Jr.	
Address 1: 237 E. Locust St. #401	
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City, State, Zip: Angleton, Texas 77515	
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3. The Governmental Entity agrees to the terms of the Amneal Settlement pertaining to Participating Subdivisions as defined therein.

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as provided in, and for resolving disputes to the extent otherwise provided in, the Amneal Settlement.

7. The Governmental Entity has the right to enforce the Amneal Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Amneal Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Amneal Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Amneal Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Amneal Settlement.

10. In connection with the releases provided for in the Amneal Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Amneal Settlement.

11. Nothing herein is intended to modify in any way the terms of the Amneal Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Amneal Settlement in any respect, the Amneal Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: L.M. "Matt" Sebesta, Jr.

Title: County Judge

Date: 07-22-2025

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Brazoria County	State: TX
Authorized Official: County Judge L.M. "Matt" Sebesta, Jr.	
Address 1: 237 E. Locust St. #401	
Address 2:	
City, State, Zip: Angleton, Texas 77515	
Phone: 979-864-1200	
Email: laceyp@brazoriacountytx.gov	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("*Apotex Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Apotex Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Apotex Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Apotex Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Apotex Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Apotex Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Apotex Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Apotex Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Apotex Settlement.

7. The Governmental Entity has the right to enforce the Apotex Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Apotex Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Apotex Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Apotex Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Apotex Settlement.

10. In connection with the releases provided for in the Apotex Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Apotex Settlement.

11. Nothing herein is intended to modify in any way the terms of the Apotex Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Apotex Settlement in any respect, the Apotex Settlement controls.

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Signature: _____

Name: L.M. "Matt" Sebesta, Jr.

Title: County Judge

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Brazoria County	State: TX
Authorized Official: County Judge L.M. "Matt" Sebesta, Jr.	
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Address 2:	
City, State, Zip: Angleton, Texas 77515	
Phone: 979-864-1200	
Email: laceyp@brazoriacountytx.gov	

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1. The Governmental Entity is aware of and has reviewed the Apotex Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Apotex Settlement and become a Participating Subdivision as provided therein.

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3. The Governmental Entity agrees to the terms of the Apotex Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Apotex Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Apotex Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Apotex Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Apotex Settlement.

7. The Governmental Entity has the right to enforce the Apotex Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Apotex Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Apotex Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Apotex Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Apotex Settlement.

10. In connection with the releases provided for in the Apotex Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

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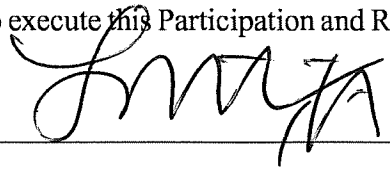
11. Nothing herein is intended to modify in any way the terms of the Apotex Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Apotex Settlement in any respect, the Apotex Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: 

Name: L.M. "Matt" Sebesta, Jr.

Title: County Judge

Date: 07-22-2025

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Brazoria County	State: TX
Authorized Official: County Judge L.M. "Matt" Sebesta, Jr.	
Address 1: 237 E. Locust St. #401	
Address 2:	
City, State, Zip: Angleton, Texas 77515	
Phone: 979-864-1200	
Email: laceyp@brazoriacountytx.gov	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("*Indivior Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Indivior Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Indivior Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Indivior Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Indivior Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Indivior Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Indivior Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Indivior Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Indivior Settlement.

7. The Governmental Entity has the right to enforce the Indivior Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Indivior Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Indivior Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Indivior Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Indivior Settlement.

10. In connection with the releases provided for in the Indivior Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Indivior Settlement.

11. Nothing herein is intended to modify in any way the terms of the Indivior Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Indivior Settlement in any respect, the Indivior Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: L.M. "Matt" Sebesta, Jr.

Title: County Judge

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Brazoria County	State: TX
Authorized Official: County Judge L.M. "Matt" Sebesta, Jr.	
Address 1: 237 E. Locust St. #401	
Address 2:	
City, State, Zip: Angleton, Texas 77515	
Phone: 979-864-1200	
Email: laceyp@brazoriacountytx.gov	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("*Indivior Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Indivior Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Indivior Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Indivior Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Indivior Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Indivior Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Indivior Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Indivior Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Indivior Settlement.

7. The Governmental Entity has the right to enforce the Indivior Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Indivior Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Indivior Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Indivior Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Indivior Settlement.

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11. Nothing herein is intended to modify in any way the terms of the Indivior Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Indivior Settlement in any respect, the Indivior Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: L.M. "Matt" Sebesta, Jr.

Title: County Judge

Date: 07-22-2025

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Brazoria County	State: TX
Authorized Official: County Judge L.M. "Matt" Sebesta, Jr.	
Address 1: 237 E. Locust St. #401	
Address 2:	
City, State, Zip: Angleton, Texas 77515	
Phone: 979-864-1200	
Email: laceyp@brazoriacountytx.gov	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("*Mylan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Mylan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Mylan Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Mylan Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Mylan Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Mylan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Mylan Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Mylan Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Mylan Settlement.

7. The Governmental Entity has the right to enforce the Mylan Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Mylan Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Mylan Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Mylan Settlement shall be a complete bar to any Released Claim.

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I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: L.M. "Matt" Sebesta

Title: County Judge

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Brazoria County	State: TX
Authorized Official: County Judge L.M. "Matt" Sebesta, Jr.	
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as provided in, and for resolving disputes to the extent otherwise provided in, the Mylan Settlement.

7. The Governmental Entity has the right to enforce the Mylan Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Mylan Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Mylan Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Mylan Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Mylan Settlement.

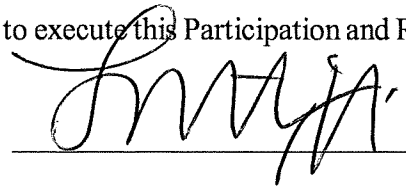
10. In connection with the releases provided for in the Mylan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Mylan Settlement.

11. Nothing herein is intended to modify in any way the terms of the Mylan Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Mylan Settlement in any respect, the Mylan Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: 

Name: L.M. "Matt" Sebesta

Title: County Judge

Date: 07-22-2025

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Brazoria County	State: TX
Authorized Official: County Judge L.M. "Matt" Sebesta, Jr.	
Address 1: 237 E. Locust St. #401	
Address 2:	
City, State, Zip: Angleton, Texas 77515	
Phone: 979-864-1200	
Email: laceyp@brazoriacountytx.gov	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("*Sun Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Sun Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Sun Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Sun Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Sun Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Sun Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Sun Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Sun Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Sun Settlement.

7. The Governmental Entity has the right to enforce the Sun Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Sun Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Sun Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Sun Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Sun Settlement.

10. In connection with the releases provided for in the Sun Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Sun Settlement.

11. Nothing herein is intended to modify in any way the terms of the Sun Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Sun Settlement in any respect, the Sun Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: L.M. "Matt" Sebesta, Jr.

Title: County Judge

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Brazoria County	State: TX
Authorized Official: County Judge L.M. "Matt" Sebesta, Jr.	
Address 1: 237 E. Locust St. #401	
Address 2:	
City, State, Zip: Angleton, Texas 77515	
Phone: 979-864-1200	
Email: laceyp@brazoriacountytx.gov	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("*Sun Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Sun Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Sun Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Sun Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Sun Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Sun Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Sun Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Sun Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Sun Settlement.

7. The Governmental Entity has the right to enforce the Sun Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Sun Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Sun Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Sun Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Sun Settlement.

10. In connection with the releases provided for in the Sun Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Sun Settlement.

11. Nothing herein is intended to modify in any way the terms of the Sun Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Sun Settlement in any respect, the Sun Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: L.M. "Matt" Sebesta, Jr.

Title: County Judge

Date: 07-22-2025

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Brazoria County	State: TX
Authorized Official: County Judge L.M. "Matt" Sebesta, Jr.	
Address 1: 237 E. Locust St. #401	
Address 2:	
City, State, Zip: Angleton, Texas 77515	
Phone: 979-864-1200	
Email: laceyp@brazoriacountytx.gov	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("*Hikma Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Hikma Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Hikma Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Hikma Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Hikma Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Hikma Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Hikma Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Hikma Settlement. The Governmental Entity likewise agrees to arbitrate before the National

Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Hikma Settlement.

7. The Governmental Entity has the right to enforce the Hikma Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Hikma Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Hikma Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Hikma Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Hikma Settlement.

10. In connection with the releases provided for in the Hikma Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Hikma Settlement.

11. Nothing herein is intended to modify in any way the terms of the Hikma Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Hikma Settlement in any respect, the Hikma Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: L.M. "Matt" Sebesta, Jr.

Title: County Judge

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Brazoria County	State: TX
Authorized Official: County Judge L.M. "Matt" Sebesta, Jr.	
Address 1: 237 E. Locust St. #401	
Address 2:	
City, State, Zip: Angleton, Texas 77515	
Phone: 979-864-1200	
Email: laceyp@brazoriacountytx.gov	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("*Hikma Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Hikma Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Hikma Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Hikma Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Hikma Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Hikma Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Hikma Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Hikma Settlement. The Governmental Entity likewise agrees to arbitrate before the National

Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Hikma Settlement.

7. The Governmental Entity has the right to enforce the Hikma Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Hikma Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Hikma Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Hikma Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Hikma Settlement.

10. In connection with the releases provided for in the Hikma Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Hikma Settlement.

11. Nothing herein is intended to modify in any way the terms of the Hikma Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Hikma Settlement in any respect, the Hikma Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: L.M. "Matt" Sebesta, Jr.

Title: County Judge

Date: 07-22-2025

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Brazoria County	State: TX
Authorized Official: County Judge L.M. "Matt" Sebesta, Jr.	
Address 1: 237 E. Locust St. #401	
Address 2:	
City, State, Zip: Angleton, Texas 77515	
Phone: 979-864-1200	
Email: laceyp@brazoriacountytx.gov	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("*Alvogen Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Alvogen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Alvogen Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Alvogen Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Alvogen Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Alvogen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Alvogen Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Alvogen Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Alvogen Settlement.

7. The Governmental Entity has the right to enforce the Alvogen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Alvogen Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Alvogen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Alvogen Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Alvogen Settlement.

10. In connection with the releases provided for in the Alvogen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

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11. Nothing herein is intended to modify in any way the terms of the Alvogen Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Alvogen Settlement in any respect, the Alvogen Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: L.M. "Matt" Sebesta, Jr.

Title: County Judge

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Brazoria County	State: TX
Authorized Official: County Judge L.M. "Matt" Sebesta, Jr.	
Address 1: 237 E. Locust St. #401	
Address 2:	
City, State, Zip: Angleton, Texas 77515	
Phone: 979-864-1200	
Email: laceyp@brazoriacountytx.gov	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("*Alvogen Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Alvogen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Alvogen Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Alvogen Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Alvogen Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Alvogen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Alvogen Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Alvogen Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Alvogen Settlement.

7. The Governmental Entity has the right to enforce the Alvogen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Alvogen Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Alvogen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Alvogen Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Alvogen Settlement.

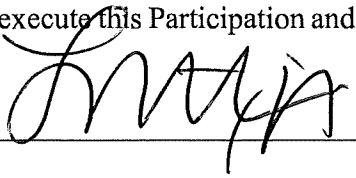
10. In connection with the releases provided for in the Alvogen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Alvogen Settlement.

11. Nothing herein is intended to modify in any way the terms of the Alvogen Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Alvogen Settlement in any respect, the Alvogen Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: 

Name: L.M. "Matt" Sebesta, Jr.

Title: County Judge

Date: 07-22-2025

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Brazoria County	State: TX
Authorized Official: County Judge L.M. "Matt" Sebesta, Jr.	
Address 1: 237 E. Locust St. #401	
Address 2:	
City, State, Zip: Angleton, Texas 77515	
Phone: 979-864-1200	
Email: laceyp@brazoriacountytx.gov	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("*Zydus Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Zydus Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Zydus Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Zydus Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Zydus Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Zydus Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Zydus Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Zydus Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Zydus Settlement.

7. The Governmental Entity has the right to enforce the Zydus Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Zydus Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Zydus Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Zydus Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Zydus Settlement.

10. In connection with the releases provided for in the Zydus Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Zydus Settlement.

11. Nothing herein is intended to modify in any way the terms of the Zydus Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Zydus Settlement in any respect, the Zydus Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: L.M. "Matt" Sebesta, Jr.

Title: County Judge

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Brazoria County	State: TX
Authorized Official: County Judge L.M. "Matt" Sebesta, Jr.	
Address 1: 237 E. Locust St. #401	
Address 2:	
City, State, Zip: Angleton, Texas 77515	
Phone: 979-864-1200	
Email: laceyp@brazoriacountytx.gov	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 4, 2025 ("*Zydus Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Zydus Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Zydus Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Zydus Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Zydus Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Zydus Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Zydus Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Zydus Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Zydus Settlement.

7. The Governmental Entity has the right to enforce the Zydus Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Zydus Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Zydus Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Zydus Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Zydus Settlement.

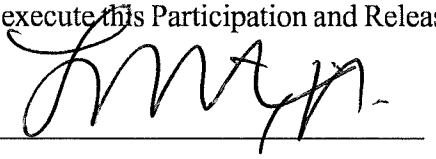
10. In connection with the releases provided for in the Zydus Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Zydus Settlement.

11. Nothing herein is intended to modify in any way the terms of the Zydus Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Zydus Settlement in any respect, the Zydus Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: 

Name: L.M. "Matt" Sebesta, Jr.

Title: County Judge

Date: 07-22-2025

Docusign Envelope ID: 9B48D8A1-031F-4DA2-9F06-B3293175E304

New National Opioids Settlement: Secondary Manufacturers
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Brazoria County, TX
Reference Number: CL-1773716

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SECONDARY MANUFACTURERS SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: October 8, 2025

A new proposed national opioids settlement ("*Secondary Manufacturers Settlements*") has been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("Settling Defendants"). This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Combined Participation Package* because Texas is participating in the Secondary Manufacturers Settlements.

If a state is not eligible to or does not participate in the settlement with a particular manufacturer, the subdivisions in that state are not eligible to participate in that manufacturer's settlement.

This electronic envelope contains:

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims.

The *Combined Participation Form* must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the *Secondary Manufacturers Settlement*.

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also

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reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements but states may choose to treat this settlement differently.

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within your state can be found on the national settlement website at https://nationalopioidsettlement.com/. This website will be supplemented as additional documents are created. You may also visit the Texas Attorney General's Office website at https://www.texasattorneygeneral.gov/globalopioidsettlement for information.

This *Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P, and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the Purdue and Sackler settlement.

How to return signed forms:

Please note that the Texas Attorney General's Office is collecting the executed *Participation Form* differently from prior opioid settlements. There are three methods for returning the executed *Combined Participation Form* and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Combined Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Combined Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Combined Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

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(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Combined Participation Form* using DocuSign, the signed *Combined Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Combined Participation Form*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com/additional-settlements/. You may also contact opioidsparticipation@rubris.com and/or opioids@oag.texas.gov if you have any questions.

The sign-on period for subdivisions ends on October 8, 2025.

If you have any questions about executing the *Combined Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Texas Attorney General's Office at opioids@oag.texas.gov.

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.

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EXHIBIT K

Secondary Manufacturers' Combined Subdivision Participation and Release Form ("Combined Participation Form")

Governmental Entity: Brazoria County		State: TX
Authorized Official: Brazoria County Judge L. M. "Matt" Sebesta, Jr.		
Address 1: 237 E. Locust St. #401		
Address 2:		
City, State, Zip: Angleton	Texas	77515
Phone: 979-864-1200		
Email: laceyp@brazoriacountytx.gov		

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:

   a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
   b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
   c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
   d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
   e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
   f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
   g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
   h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.

2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.

3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity

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authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at *https://nationalopioidsettlement.com/additional-settlements/.*

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.[1]

8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.

9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,[2] and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

[1] *See* Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

[2] *See* Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.

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Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.

11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.

13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void ***only as to*** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.

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I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: Signed by: L. M. "Matt" Sebesta, Jr. 7158A8A7BC4B414...

Name: L. M. "Matt" Sebesta, Jr.

Title: Brazoria County Judge

Date: 8/28/2025

Docusign Envelope ID: ED924ECB-2875-4EA1-A16F-4C156287FBEE

New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Brazoria County, TX
Reference Number: CL-1751267

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including Texas, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become

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effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive Purdue Settlement funds by participating; decisions on how Purdue Settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for the Purdue Settlement the same as they did for the prior opioids settlements but states may choose to treat the Purdue Settlement differently.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at https://nationalopioidsettlement.com/purdue-sacklers-settlements/. This website will be supplemented as additional documents are created. You may also visit the Texas Attorney General's Office website at https://www.texasattorneygeneral.gov/globalopioidsettlement for information.

How to return signed forms:

Please note that the Texas Attorney General's Office is collecting the executed *Participation Form* differently from prior opioid settlements. There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

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(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com/purdue-sacklers-settlements/. You may also contact opioidsparticipation@rubris.com and/or opioids@oag.texas.gov if you have any questions.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Office of the Texas Attorney General at opioids@oag.texas.gov.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

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EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Brazoria County		State: TX
Authorized Signatory: County Judge L. M. "Matt" Sebesta, Jr.		
Address 1: 237 E. Locust St. #401		
Address 2:		
City, State, Zip: Angleton	Texas	77515
Phone: 979-864-1200		
Email: laceyp@brazoriacountytx.gov		

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "*Agreement*")[1], and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as and to the extent provided in, and for resolving disputes to the extent provided in, the

[1] Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Docusign Envelope ID: ED924ECB-2875-4EA1-A16F-4C156287FBEE

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.

9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released

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Claims" and "Released Claims") are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity's power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.

11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.

12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.

14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

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I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: Signed by: L. M. "Matt" Sebesta, Jr. 7158A8A7BC4B414...

Name: L. M. "Matt" Sebesta, Jr.

Title: County Judge

Date: 7/29/2025

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.5. **7/22/2025**

Operation Stonegarden Resolution

Approve the attached Resolution regarding Operation Stonegarden.

RESOLUTION

OPERATION STONEGARDEN

GRANT PROGRAM NUMBER 531420

WHEREAS, The BRAZORIA COUNTY COMMISSIONERS COURT finds it in the best interest of the citizens of Brazoria County that the Operation Stonegarden Grant Program be operated for 2025; and

WHEREAS, The Brazoria County Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, the Brazoria County 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.

NOW THEREFORE, BE IT RESOLVED that the Brazoria County Commissioners Court approves submission of the grant application for the Operation Stonegarden Grant Program to the Office of the Governor.

Signed by: _____ _____

Bo Stallman — Date

Brazoria County Sheriff

Grant Number 5314201

PASSED and APPROVED this 22nd day July, 2025.

_____

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

OPERATION STONEGARDEN

GRANT PROGRAM NUMBER 531420

WHEREAS, The BRAZORIA COUNTY COMMISSIONERS COURT finds it in the best interest of the citizens of Brazoria County that the Operation Stonegarden Grant Program be operated for 2025; and

WHEREAS, The Brazoria County Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, the Brazoria County 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.

NOW THEREFORE, BE IT RESOLVED that the Brazoria County Commissioners Court approves submission of the grant application for the Operation Stonegarden Grant Program to the Office of the Governor.

Signed by: _____ 7/22/25

Bo Stallman
Brazoria County Sheriff

Date

Grant Number 5314201

PASSED and APPROVED this 22nd day July, 2025.

_____
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. **4/23/2024**

Operation Stonegarden Grant

Authorize the Sheriff's Office to apply for the Operation Stonegarden Grant made available through the Homeland Security Grant programs. If approved and awarded, funds will reimburse the Sheriff's Office for overtime cost for employees participating in law enforcement activities such as, narcotic highway interdiction, human smuggling investigations, and other criminal activities with a nexus to the U.S - Mexico border. Funding may also include reimbursement for law enforcement equipment such as vehicles and license plate readers. There is no County match requirement.

Additionally, the Court authorizes the County Judge to sign all documents to effectuate application or receipt of this grant.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.6. **7/22/2025**

Amendment to Multiple Use Agreement with TxDOT

Court hereby authorizes entering into an Amendment to the Multiple Use Agreement with Texas Department of Transportation (“TxDOT”) for the placement of cameras within TxDOT right-of-way.

County Judge is hereby authorized to sign any documents relating to the Amendment after review by the District Attorney’s Office.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.7. **7/22/2025**

Deputations of the Tax Assessor - Collector

Approve deputations of the following employees of Brazoria County Tax Assessor-Collector Kristin R. Bulanek, as Deputy Tax Assessor-Collector. Said appointment date is from hire date, and to continue in effect through December 31, 2028 or until such time said appointment is revoked by said Tax Assessor-Collector or be otherwise terminated.

Further, that the individual deputations be filed in the Official Public Records of Brazoria County, Texas.

1. J. Milson
2. B. Benge

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.8. **7/22/2025**

Monthly Collections Report for June 2025

Approve Tax Office Monthly Collections Report for June 2025

Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

111 E. Locust
Angleton, Texas 77515

979.864.1838
FAX 979.864.1346

July 22, 2025

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 June 01, 2025 to June 30, 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 2025
Monthly Report

Tax Collections for the period 06/01/2025 - 06/30/2025

	2024 Tax Roll	Prior Tax Yrs	Total	Current Collection Percentage
County	$10,736,608.59	$62,006.45	$10,798,615.04	98.30%
Special R&B	1,756,722.41	9,830.78	$1,766,553.19	98.31%
	$12,493,331.00	$71,837.23	$12,565,168.23	

Tax Receivables as of 06/30/2025

	2024 Tax Roll	Prior Tax Yrs	Total
County	$2,404,361.28	$2,126,193.10	$4,530,554.38
Special R&B	383,818.56	331,157.36	714,975.92
	$2,788,179.84	$2,457,350.46	$5,245,530.30

Special Assessments Receivables as of 06/30/2025

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	41,801.22	62.01%
Sally Lake	46,613.17	76.23%
Benefield	6,378.37	85.38%
Brazos Bend II	54,299.57	76.69%
Bailey Oakwood Creek	320,934.79	73.11%
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	304,501.84	9.22%
Lindel Estates DFH	385,657.83	20.43%
Riverside	350,165.05	29.52%
Briar Meadow	153,604.31	51.07%
Twin Lakes	482,306.00	20.85%
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	41,094.53	93.11%
Oakwood Creek	11,535.27	89.92%
	$3,258,912.61	

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 2025
June-2025

Revenue Source	Revenue
Beer & Liquor License	6,345.00
Auto Registration-Split Level Commissior	0.00
Certificate of Title	29,900.00
Auto Registration-County Fees	282,040.00
Specialty Plates	152.00
Postage & Handling Compensation	51,184.05
Auto Registration-Car License Fee	20,718.25
Vehicle Sales Tax	0.00
Current Tax Commissions	0.00
Tax Certificates	1,300.00
Hot Check Fees	540.00
Reimburse Postage/Telex	227.00
Boat Title/Registration Commissions	1,979.00
Boat Sales Tax Commissions	3,151.90
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	0.00
Mustang	0.00
CR 64 Ext	0.00
Wink Wynn	0.00
Vivian St	0.00
Lindell Estates	0.00
Lindel Estates-DFH	0.00
Riverside	1,265.86
Briar Meadow	2,692.84
Twin Lakes	5,616.00
Old Coffee Plantation	50.00
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
	$407,161.90

Summary of County Figures not audited

Brazoria County Tax Office

YEAR-TO-DATE SUMMARY PART C

Tax Year = 2024 and Year End Date = 6/30/2025 and Month Range from 6/1/2025 to 6/30/2025 and Tax Units = {multiple} and Date Type = 1

1 - BRAZORIA COUNTY

CURRENT YEAR INFORMATION

Start Financial Year 10/01/2024 12

Start Value	Start Exemption	Start Taxable	Rate	Calc Start Levy	Actual Start Levy	Start Frozen Loss	Start + Frozen
86,197,464,304	34,268,908,928	51,928,555,376	0.261625	135,858,083.00	135,911,455.25	0.00	135,911,455.25
Adjusted Value	**Adjusted Exemption**	**Adj Taxable**	**Rate**	**Calc Adj Levy**	**Actual Current Levy**	**Adj Frozen Loss**	**Act Levy + Act Frozen**
89,579,185,887	35,255,083,389	54,324,102,498	0.261625	142,125,433.16	142,167,205.96	0.00	142,167,205.96

Start Value	Net Value Adj	Start Value + Net Value Adj	Actual Current Value	Other Loss
86,197,464,304	3,381,721,583	89,579,185,887	89,579,185,887	185.03

Start Exemption	Net Exmp Adj	Start Exemp + Net Exmp Adj	Actual Current Exemption
34,268,908,928	986,174,461	35,255,083,389	35,255,083,389

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE AS OF 06/30/2025	REFUNDS DUE	COL %
2024	135,911,455.25	(69,112.13)	6,255,750.71	10,736,608.59	139,762,844.68	2,404,361.28	(19,769.14)	98.30
2023	1,625,171.14	(28,426.96)	(1,321,695.26)	43,591.48	(465,276.93)	768,752.81	(17,077.12)	0.00
2022	464,182.34	(4,083.20)	(255,875.77)	9,202.95	(105,138.45)	313,445.02	(529.81)	0.00
2021	284,968.66	(201.12)	(42,343.20)	4,440.75	54,875.04	187,750.42	(0.52)	22.61
2020	172,949.91	(101.68)	(5,080.33)	1,544.99	27,596.57	140,273.01	(1.98)	16.43
2019	143,134.56	(21.80)	401.26	1,260.34	18,031.62	125,504.20	0.00	12.56
2018	105,607.57	(23.55)	(47.29)	664.04	7,668.50	97,891.78	0.00	7.26
2017	98,310.76	(24.33)	(44.01)	480.45	6,432.01	91,834.74	0.00	6.54
2016	88,038.32	(25.43)	(45.27)	391.59	4,611.53	83,381.52	0.00	5.24
2015	80,518.20	(18.19)	(39.14)	112.69	2,435.74	78,043.32	0.00	3.02
2014	69,089.74	(18.72)	(24,312.70)	33.13	1,555.49	43,221.55	0.00	3.47
2013	38,544.50	(18.45)	(7,556.72)	26.30	1,279.82	29,707.96	0.00	4.13
2012	44,775.23	(18.18)	(4,497.58)	15.77	1,002.74	39,274.91	0.00	2.48
2011	30,563.76	(0.56)	(3,397.15)	18.03	676.36	26,490.25	0.00	2.48
2010	18,958.03	0.00	(978.48)	46.85	515.20	17,464.35	0.00	2.86
2009	16,998.01	0.00	(889.72)	44.80	421.91	15,686.38	0.00	2.61
2008	17,462.36	0.00	(899.92)	49.65	624.10	15,938.34	0.00	3.76
2007	15,193.28	0.00	(1,049.15)	18.38	407.30	13,736.83	0.00	2.87
2006	13,632.08	0.00	(1,225.46)	14.48	380.53	12,026.09	0.00	3.06
2005	12,180.86	0.00	(1,432.86)	18.97	422.44	10,325.56	0.00	3.93
2004	13,360.58	0.00	(6,714.75)	15.46	223.85	6,421.98	0.00	3.36
2003 *	11,365.41	0.00	(1,885.65)	15.35	457.68	9,022.08	0.00	4.82
TOTAL	**139,276,460.55**	**(102,094.30)**	**4,576,141.56**	**10,798,615.04**	**139,322,047.73**	**4,530,554.38**	**(37,378.57)**	

YEAR-TO-DATE SUMMARY PART C

Tax Year = 2024 and Year End Date = 6/30/2025 and Month Range from 6/1/2025 to 6/30/2025 and Tax Units = {multiple} and Date Type = 1

9 - SPECIAL ROAD & BRIDGE

CURRENT YEAR INFORMATION

Start Financial Year 10/01/2024 12

Start Value	Start Exemption	Start Taxable	Rate	Calc Start Levy	Actual Start Levy	Start Frozen Loss	Start + Frozen
86,197,659,347	34,249,852,562	51,947,806,785	0.041921	21,777,040.08	21,785,588.92	0.00	21,785,588.92

Adjusted Value	Adjusted Exemption	Adj Taxable	Rate	Calc Adj Levy	Actual Current Levy	Adj Frozen Loss	Act Levy + Act Frozen
89,579,380,930	35,252,401,984	54,326,978,946	0.041921	22,774,412.84	22,781,101.49	0.00	22,781,101.49

Start Value	Net Value Adj	Start Value + Net Value Adj	Actual Current Value	Other Loss
86,197,659,347	3,381,721,583	89,579,380,930	89,579,380,930	29.65

Start Exemption	Net Exmp Adj	Start Exemp + Net Exmp Adj	Actual Current Exemption
34,249,852,562	1,002,549,422	35,252,401,984	35,252,401,984

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE AS OF 06/30/2025	REFUNDS DUE	COL %
2024	21,785,588.92	(11,200.94)	995,512.57	1,756,722.41	22,397,282.93	383,818.56	(3,224.84)	98.31
2023	258,735.75	(4,603.86)	(212,049.39)	6,927.88	(75,683.78)	122,370.14	(2,785.98)	0.00
2022	79,068.41	(702.85)	(44,337.66)	1,557.87	(18,812.12)	53,542.87	(90.99)	0.00
2021	42,111.68	(29.89)	(6,288.95)	653.81	8,093.55	27,729.18	(0.08)	22.59
2020	25,153.29	(14.87)	(742.30)	222.81	4,004.74	20,406.25	(0.62)	16.40
2019	19,480.32	(2.99)	54.92	169.00	2,446.44	17,088.80	0.00	12.52
2018	17,157.16	(3.84)	(7.70)	103.91	1,235.64	15,913.82	0.00	7.20
2017	15,407.17	(3.84)	(6.94)	73.08	1,004.14	14,396.09	0.00	6.52
2016	13,207.84	(3.84)	(6.83)	56.46	684.61	12,516.40	0.00	5.18
2015	11,279.07	(2.56)	(5.51)	15.08	334.89	10,938.67	0.00	2.97
2014	9,400.29	(2.56)	(3,327.27)	4.53	208.03	5,864.99	0.00	3.42
2013	5,331.34	(2.56)	(1,049.52)	3.65	175.34	4,106.48	0.00	4.09
2012	6,292.27	(2.56)	(633.63)	2.22	139.76	5,518.88	0.00	2.46
2011	4,424.73	(0.08)	(493.40)	2.62	97.96	3,833.37	0.00	2.49
2010	2,812.60	0.00	(145.68)	6.98	76.57	2,590.35	0.00	2.87
2009	2,609.81	0.00	(145.74)	7.22	68.95	2,395.12	0.00	2.79
2008	3,024.72	0.00	(163.62)	9.03	112.57	2,748.53	0.00	3.93
2007	2,892.13	0.00	(200.36)	3.54	77.18	2,614.59	0.00	2.86
2006	2,508.79	0.00	(226.67)	2.70	69.17	2,212.95	0.00	3.03
2005	2,063.01	0.00	(247.49)	3.27	71.44	1,744.08	0.00	3.93
2004	2,183.99	0.00	(1,104.29)	2.56	36.85	1,042.85	0.00	3.41
2003 *	1,972.84	0.00	(313.50)	2.56	76.39	1,582.95	0.00	4.60
TOTAL	**22,312,706.13**	**(16,577.24)**	**724,071.04**	**1,766,553.19**	**22,321,801.25**	**714,975.92**	**(6,102.51)**	

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.9. **7/22/2025**

Waiver of Penalty and Interest on Delinquent Taxes

Approve the Waiver of Penalty and Interest on account(s) as shown in the attached Exhibit A per Section 33.011 of the Texas Property Tax Code.

Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

111 E. Locust
Angleton, Texas 77515

979.864.1320
FAX 979.864.1346

July 22, 2025

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

Re: Waiver of Penalty and Interest on Delinquent Taxes

Members of Commissioners' Court:

Please see the Request for Waiver of Penalty and Interest for the account(s) listed on attached Exhibit A pursuant to Section 33.011 of the Texas Property Tax Code.

Perdue Brandon Fielder Collins and Mott, LLP and the Brazoria County Tax Assessor-Collector reviewed the account(s) and evidence to determine if there is cause for waiver of penalties and interest in compliance with the statute. After review, it is recommended penalty and interest be waived pursuant to Section 33.011 of the Texas Property Tax Code.

Amount of penalty and interest requested for waiver for Brazoria County is as follows:

General Fund	$ 32.73
Special R & B	$ 5.17
Total	$ 37.90

Sincerely,

Kristin R. Bulanek

Kristin R. Bulanek PCAC, CTOP, PCC, CIA

Tax Assessor-Collector

Brazoria County, Texas

REQUEST FOR WAIVER
PENALTY and INTEREST

ACCOUNT NUMBER	COUNTY	SPEC	SCHOOL	COLLEGE	HOSPITAL	EMS	PORT	DRAINAGE	CITY/MUD	TOTAL
82431002057	$32.73	$5.17	$103.66	0.00	0.00	0.00	0.00	14.17	96.79	252.52
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	**$32.73**	**$5.17**	**$103.66**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$14.17**	**$96.79**	**$252.52**

"EXHIBIT A"

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.10. **7/22/2025**

Payment of Bills

That the checks payable through Monday, July 21, 2025 be approved for payment in accordance with Local Government Code §115.021.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.11. **7/22/2025**

FY 2025: Line Item Transfer

Non-Departmental	470200 (Refunds, Reimb)	10000	14900	($269,000)
Detention Center	590000 (Capital)	10000	35000	$269,000

Transfer needed for professional engineering services to perform a Survey for the Detention Center Facility Water Supply project.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.12. **7/22/2025**

FY 2025: Line Item Transfer

Information Systems	520000 (Operating	10000	22000	$270,500
	590000 (Capital)	10000	22000	($270,500)

Transfer is needed for computer equipment not qualifying as capital.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.13. **7/22/2025**

FY 2025: Line Item Transfer

Library	520000 (Operating)	10000	55000	$122,400
	590000 (Capital)	10000	55000	($122,400)

Transfer is needed for approved Commissioners Court Order I.8 dated May 27, 2025.

Contract Reference Number:

ORDER FORM

Civica North America, Inc

BETWEEN

(1) **Civica North America, Inc**., incorporated in the state of Ohio, U.S.A., headquartered at 52 Hillside Court, Englewood, OH (**Civica**); and

(2) **Brazoria County Library System**, with its primary office at 912 N. Velasco, Angleton, TX **(Customer).**

1. Particulars

1.1 Civica has agreed to provide, and the Customer has agreed to take and pay for the Services (as detailed in Clause 4) once this Order Form has been signed.

1.2 The contract is for a minimum period of 12 months effective from contract signature **(Start Date).**

1.3 Civica's contact details are:

Name	Title	Contact number	email
Troy Dagres	Business Development Manager	617-571-4605	troy.dagres@civica.com
Remittance	Remittance team	937-836-4499	sales@civicaus.com
Support	Support Team	937-836-4499	support@civicaus.com

1.4 Customer's contact details are:

Name	Title	Contact number	email
Susan Serrano	Purchasing Director	979-864-1825	SSerrano@brazoriacountytx.gov

1.5 The Services under this Order Form shall be subject to the Civica Software Terms and Conditions.

2. Usage Restrictions

2.1 The Customer shall access the software via an internet connection of minimum bandwidth of 50mbps.

2.2 The customer shall use a modern Internet browser (latest version – 2) such as Google Chrome, Microsoft Edge, Mozilla Firefox, Apple Safari.

2.3 The Customer shall access the software on a device with a minimum screen resolution of 1920 x 1080.

3. Charges and Payment

3.1 The Customer agrees that it shall pay the Charges to Civica.

3.2 Charges

Year 1	$122,400.00
Year 2	$30,240.00
Year 3	$31,752.00
Year 4	$33,340.00
Year 5	$35,007.00

Pricing includes software licensing, support, hosting and implementation services for:
Spydus ILS – Inclusive of all modules: OPAC, SpydusMobile/GO, Staff Enquiry, Circulation, Circulation Offline, Cataloguing, Acquisitions, Serials, Reports, Maintenance, Archives, Digital Asset Management, ERM, Test Environment, Bookings, Provision of data storage up to 20GB for digital assets.

All Charges referred to in this Contract are expressed in US Dollars and are exclusive of taxes which are payable by Customer in accordance with the then current legislation. If the Customer is currently exempt by law from state sales and excise taxes, the Customer is responsible for providing proof of such exemption to Civica.

All Charges exclude expenses.

3.3 Usage charges
Not Applicable

3.4 Daily charges
Any ad-hoc service days may be provided by Civica, and these Charges will be invoiced in the month they occur. Customer may request additional days of service during the term of this Contract.

3.5 Payment profile

All invoices will be due for payment within 30 days from date of invoice.

Annual Fees	Invoiced on contract signature and annually thereafter
Ad-hoc: usage charges/daily charges/additional services	Invoiced in the month arising or as agreed in a work order

4. Services

The Services include the hosted Software and any other services as detailed in this Order Form. The Software, including any modules, being made available are detailed in the Charges section above.

4.1 Software

Spydus latest version Library Management System, including all core modules being OPAC, Spydus Mobile, Staff Enquiry, Circulation, Circulation Offline, Cataloguing, Acquisitions, Serials Reports, Requests, Maintenance, Archives/Cultural Collections, Digital Assets Management, ERM (Electronic Resources Management), Test Environment, Workflow, Bookings, Home Services, Mobile Library, Microsoft SQL server

4.2 Implementation

The implementation services covered in this Contract are carried out remotely unless specified below and include:

- Setup of cloud environment in the Microsoft Azure Cloud
- Project management
- Configuration workshops
- End user training
- User Acceptance Testing support
- Initial 1 week Hypercare post Go Live on the Software

4.3 Support Services

Support Services shall be provided during Working Hours which are the hours during a Working Day (8:00am – 6:00pm EST Monday through Friday excluding Civica U. S. observed holidays).

All requests for Support Services must be reported to the Civica's Service Desk for resolution.

A given problem will be judged against each of the characteristics to make an overall assessment of which severity level (either critical, high, medium or low) best describes the problem.

Civica's Level 1 support agent and the Customer jointly determine the initial severity rating for the reporting of the problem. Civica's Level 2 and level 3 support personnel may then modify the assigned severity level after the report is passed to them.

The characteristics below do not cover work order requests. Severity levels for work order requests carry a different set of characteristics and weightings. Work order requests are not covered as part of this SLA.

SERVICE LEVEL AGREEMENT (SLA)			
Severity A (Critical)	**Severity B (High)**	**Severity C (Medium)**	**Severity D (Low)**
Functionality is completely blocked or system is not working and the application cannot work at all.	Functionality is not working as expected and any Workaround would be highly inconvenient, however other modules within the application are still working.	Functionality is not working as expected and an acceptable Workaround can be leveraged.	Functionality may not be exact, however, the application and system are still working with accurate results.
Workaround			
There is no work around to the problem immediately available (i.e. the job cannot be performed in any other way).	There is a temporary workaround to the problem (i.e. the job can be performed in some other way).	There may or may not be an acceptable workaround to the problem.	There may or may not be an acceptable workaround to the problem, however, the application and system are still working with accurate results.
Response Time (A technical resource has evaluated the issue and acknowledged with the Customer)			
Within one (1) working hour.	Within four (4) working hours.	Within eight (8) working hours.	Within sixteen (16) working hours.
Resolution Effort			
Continuous resources, up to 8 working hours per Working Day, until resolved.	Target resolution within three (3) Working Days.	Target resolution within thirty (30) calendar days or any other mutually agreed date.	Target resolution within sixty (60) calendar days or any other mutually agreed date.

Hosting services related Support issues are subject to the Microsoft Azure SLA which can be found here:

https://www.microsoft.com/licensing/docs/view/Service-Level-Agreements-SLA-for-Online-Services?lang=1

5. Products

- Civica Spydus (ILS)

6. Special Terms
Not Applicable

The Civica Software Terms and Conditions are available at:

https://www.civica.com/en-gb/policies-and-statements/software-services-terms/

This Contract, being made of the Civica Software Terms and Conditions and this Order Form, is effective when signed by both parties, if signed on different dates the later of the two dates or the Start Date if sooner.

SIGNED

.....	.....
for and on behalf of **Customer**	for and on behalf of **Civica**
Name :	Name : .....
Title :	Title : .....
Date :	Date : .....

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.8. **5/27/2025**

Award RFP #25-42 Integrated Library Software

Upon recommendation by the evaluation committee, award “RFP #25-42 Integrated Library Software” to the highest ranked vendor, Civica North America, Inc. dba Civica of Englewood, Ohio, who submitted the best evaluated offer meeting our specifications and scope of work, as per the attached.

In addition, the procurement will utilize funds from the Department’s approved fiscal 2025 budget.

Further, that the County Judge is authorized to sign any documents or amendments related to this agreement upon final review by the District Attorney’s Office; and that the final documents be authorized to be attached to the Minutes.

RFP #25-42 Award Summary

A total of two thousand two hundred and forty (2,240) 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 fifty-eight (58) document takers resulting in six (6) submissions but only five (5) were deemed responsive.

Per the recommendation of the evaluation committee, approval to award “RFP# 25-42 Integrated Library Software” to the highest ranked vendor, Civica North America, Inc. dba Civica of Englewood, Ohio who submitted the best evaluated offer meeting our specifications and scope of work as per the attached in the amount of $122,400.00 for year one $30,240.00 year two $31,752.00 year three $33,340.00 year four and $35,007.00 for year five of the contract.

Evaluation Committee

Lisa Loranc, Library Director
Rachel Orozco, Library System
Jennifer Hill, Library System
Penny Ford, Library System
Erin Schuelke, Library System

25-42 - Integrated Library Software
Scoring Summary

Active Submissions

	Total	Price	Functionality Checklist	Qualifications	Implementation Plan	Interview Only - Response to Questions & Answers	Interview Only - Inteview Prepardness & Adherence to Interview
Supplier	/ 115 pts	/ 30 pts	/ 30 pts	/ 20 pts	/ 20 pts	/ 10 pts	/ 5 pts
Civica North America Inc.	106	29	25.6	17.8	19	10	4.6
Insignia Software	96.05	22.6	26	18	18.2	7.25	4
Innovative Interfaces Incorporated	93.85	14.8	28.2	19	19.6	8	4.25
Auto-Graphics, Inc.	61.6	28.4	10.4	11.2	11.6	-	-
OCLC, Inc.	54.2	13.8	13.6	13.2	13.6	-	-

Eliminated Submissions

	Price	Functionality Checklist	Qualifications	Implementation Plan	Interview Only - Response to Questions & Answers	Interview Only - Inteview Prepardness & Adherence to Interview
Supplier	/ 30 pts	/ 30 pts	/ 20 pts	/ 20 pts	/ 10 pts	/ 5 pts
Procyon Technostructure LLC	-	-	-	-	-	-

24microchip_bids@24petwatch.com
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Aarfpey@trustvip.com
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abe@frontierstrategiestx.com
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ABROWN@SLAINC.COM
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account@360technologyhub.com
accounting@fronteraconcepts.com
accounts@aprime.io
accounts@eecservices.com
accounts@skinfotech.us
accounts@team1sttech.com
accounts@technostrides.com
acoles@ocg-inc.com
acrockett@inflow-ns.com
actuarial@annuityrisk.com
acurtis@teksync.com
acyprych@method-automation.com
adam@bywatersolutions.com
adam@myshortanswer.com
adam@spyderwaretech.com
adamhorn@zeroeyes.com
adelyn@pogradetechlabs.com
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adhi@recodesolutions.com
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admin@adsii.com
admin@aik-global.com
admin@cilabinc.com
admin@dialogflows.com
admin@dillondigitals.com
admin@innovasolutionsllc.xyz
admin@k3salesandservices.com
admin@nerdspeakdesign.com
admin@onegoalsolutions.com
admin@pcnaid.com
admin@rtsolutionsgrp.com
admin@skantantechcorp.com
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agoyal@digitalplussolutions.com
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ahite@purebizsolns.com
ahmad@dmvtek.com
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ajohn@iccsoftware.net
akarnati@askindosys.com
akayla@snapit.solutions
akeeble@envisio.com
akey@apexsystems.com
AKhurana@Avosys.com
akumar@svam.com
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al@invati.ai
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amit@drift2.com
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amy.fields@selerix.com
amy.turner@tangoanalytics.com
amy.wood@flintavenue.com
amy@fusiongts.com
amyw@surflink.net
anagelin@intersystems.com
Anand@infocorpnow.com
anastasia@tino.design
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RFP #25-42 Revised Attachment A - Bid Table

	Description	Initial Cost + Year 1	Year 2	Year 3	Year 4	Year 5
	Infrastructure					
	Hosting Fee/Server Cost	Included				
	Test Database	Included				
	ILS Applications	$28,800.00	$30,240.00	$31,752.00	$33,340.00	$35,007.00
	Staff licenses	Included				
	Acquisitions	Included				
	Cataloging	Included				
	Circulation	Included				
	Serials	Included				
	Online Public Access Catalog (OPAC)	Included				
	Additional patron languages	Included				
	Discovery layer	Included				
	Self-Check stations	Included				
	Statistics module	Included				
	Collection management module	Included				
	Community engagement module	Included				
	Professional Services	$93,600.00				
	Data extraction	Included				
	Migration services	Included				
	Installation, configuration, staging, and implementation of ILS	Included				
	On-Site training	Included				
	Integration of third party products	Included				
	Technical support	Included				
	Other Charges (please describe)					
	On Demand Services Post Go-live	TBD				
	Total Cost	**$122,400.00**	**$30,240.00**	**$31,752.00**	**$33,340.00**	**$35,007.00**

Civica also offers a 3, 5, and 7 year subscription payment plan with no up front cost for professional services.

	Annual Subscription	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	3 Year	$60,000.00	$63,000.00	$66,150.00	N/A	N/A	N/A	N/A
	5 Year	$54,000.00	$56,700.00	$59,535.00	$62,512.00	$65,637.00	N/A	N/A
	7 Year	$51,000.00	$53,550.00	$56,228.00	$59,039.00	$61,991.00	$65,090.00	$68,345.00

RFP #25-42 Revised Attachment A - Bid Table

	Description	Initial Cost + Year 1	Year 2	Year 3	Year 4	Year 5
	Infrastructure					
	Hosting Fee/Server Cost	Included				
	Test Database	Included				
	ILS Applications	$28,800.00	$30,240.00	$31,752.00	$33,340.00	$35,007.00
	Staff licenses	Included				
	Acquisitions	Included				
	Cataloging	Included				
	Circulation	Included				
	Serials	Included				
	Online Public Access Catalog (OPAC)	Included				
	Additional patron languages	Included				
	Discovery layer	Included				
	Self-Check stations	Included				
	Statistics module	Included				
	Collection management module	Included				
	Community engagement module	Included				
	Professional Services	$93,600.00				
	Data extraction	Included				
	Migration services	Included				
	Installation, configuration, staging, and implementation of ILS	Included				
	On-Site training	Included				
	Integration of third party products	Included				
	Technical support	Included				
	Other Charges (please describe)					
	On Demand Services Post Go-live	TBD				
	Total Cost	**$122,400.00**	**$30,240.00**	**$31,752.00**	**$33,340.00**	**$35,007.00**

Civica also offers a 3, 5, and 7 year subscription payment plan with no up front cost for professional services.

	Annual Subscription	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	3 Year	$60,000.00	$63,000.00	$66,150.00	N/A	N/A	N/A	N/A
	5 Year	$54,000.00	$56,700.00	$59,535.00	$62,512.00	$65,637.00	N/A	N/A
	7 Year	$51,000.00	$53,550.00	$56,228.00	$59,039.00	$61,991.00	$65,090.00	$68,345.00

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.14. **7/22/2025**

Auditor’s Monthly Report

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

BRAZORIA COUNTY, TEXAS

MONTHLY UNAUDITED FINANCIAL REPORT

For the Month Ended
June 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
June 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

July 22, 2025

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 nine months ended June 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

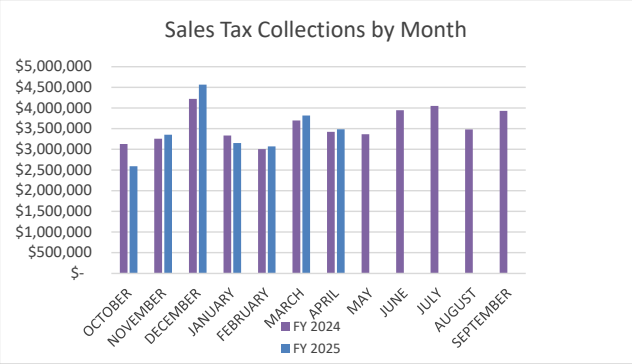
Kaysie Stewart, CPA
Brazoria County Auditor

BRAZORIA COUNTY HALF CENT SALES TAX

Fiscal Year Ended September 30, 2025

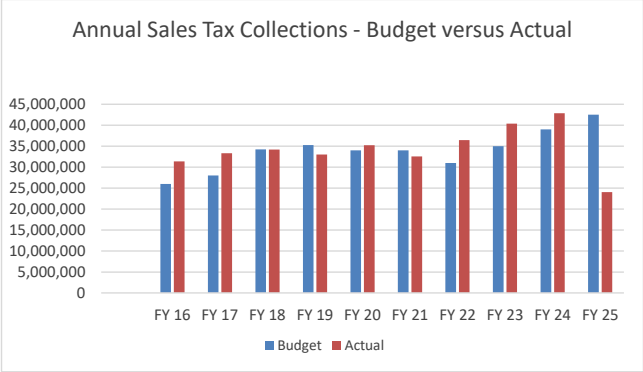
CURRENT SALES TAX COLLECTIONS COMPARISON

	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		$ (3,365,688)	-100.00%
JUNE	$ 3,946,694		$ (3,946,694)	-100.00%
JULY	$ 4,050,506		$ (4,050,506)	-100.00%
AUGUST	$ 3,480,157		$ (3,480,157)	-100.00%
SEPTEMBER	$ 3,929,890		$ (3,929,890)	-100.00%
TOTAL	$ 42,847,704	$ 24,040,133	$ (18,807,571)	-504.39%



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	-
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	-
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	-
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	-
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	-



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	24,040,133

Aggregate Revenue for Year 2025

10/01/2024 thru 07/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Fund: 10000-General Fund					
Tax Revenue	118,515,798	(3,498,234)	115,017,564	111,118,604	(3,898,960)
Other Constitutional Tax	42,500,000	-	42,500,000	24,040,133	(18,459,867)
Penalty and Interest	720,000	-	720,000	626,203	(93,797)
Licenses and Permits	2,315,500	-	2,315,500	1,861,977	(453,523)
Grant Revenue	488,000	-	488,000	133,247	(354,753)
Shared Revenue	641,001	-	641,001	550,549	(90,452)
Fees of Office	6,733,400	-	6,733,400	6,403,962	(329,438)
Library Revenue Fees	68,075	-	68,075	47,590	(20,485)
Legislative Fees	967,596	-	967,596	788,212	(179,384)
Other Fees	865,000	-	865,000	595,969	(269,031)
Fines and Forfeitures	2,244,500	-	2,244,500	2,137,302	(107,198)
Investment Income	3,831,786	-	3,831,786	4,203,425	371,639
Sale of Assets	21,000	-	21,000	4,244	(16,756)
Contributions	-	1,300	1,300	3,734	2,434
Miscellaneous Revenue	2,416,470	636,882	3,053,352	3,186,577	133,225
Transfers	-	-	-	3,480	3,480
Total Fund: 10000	**182,328,126**	**(2,860,052)**	**179,468,074**	**155,705,208**	**(23,762,866)**
Fund: 10200-Juv Prob Fees					
Other Fees	5,500	-	5,500	652	(4,848)
Investment Income	1,200	-	1,200	386	(814)
Total Fund: 10200	**6,700**	**-**	**6,700**	**1,038**	**(5,662)**
Fund: 10340-Constable 4 Marine Team					
Investment Income	-	-	-	965	965
Contributions	-	45,000	45,000	59,700	14,700
Total Fund: 10340	**-**	**45,000**	**45,000**	**60,665**	**15,665**
Fund: 10350-Sheriff Special Response Team					
Investment Income	1,000	-	1,000	279	(721)
Transfers	20,000	-	20,000	-	(20,000)
Total Fund: 10350	**21,000**	**-**	**21,000**	**279**	**(20,721)**
Fund: 10351-Sheriff Drone Team					
Transfers	15,000	-	15,000	-	(15,000)
Total Fund: 10351	**15,000**	**-**	**15,000**	**-**	**(15,000)**
Fund: 10352-Sheriff Marine Team					
Transfers	10,000	-	10,000	-	(10,000)
Total Fund: 10352	**10,000**	**-**	**10,000**	**-**	**(10,000)**
Fund: 10353-Sheriff Dive Team					
Transfers	10,000	-	10,000	-	(10,000)
Total Fund: 10353	**10,000**	**-**	**10,000**	**-**	**(10,000)**
Fund: 10400-Env Health-Retail Food Permits					
Licenses and Permits	15,500	-	15,500	103,100	87,600
Transfers	120,000	-	120,000	-	(120,000)
Total Fund: 10400	**135,500**	**-**	**135,500**	**103,100**	**(32,400)**

Aggregate Revenue for Year 2025

10/01/2024 thru 07/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Fund: 10500-District Clerk Contingency					
Other Fees	-	-	-	176	176
Investment Income	40,000	-	40,000	24,055	(15,945)
Total Fund: 10500	**40,000**	**-**	**40,000**	**24,231**	**(15,769)**
Fund: 10600-Fire Training Field					
Investment Income	800	-	800	354	(446)
Total Fund: 10600	**800**	**-**	**800**	**354**	**(446)**
Fund: 10700-Parks Special Events					
Investment Income	1,500	-	1,500	662	(838)
Contributions	2,000	-	2,000	900	(1,100)
Total Fund: 10700	**3,500**	**-**	**3,500**	**1,562**	**(1,938)**
Fund: 10710-Parks SFA Special Projects					
Other Fees	1,200	-	1,200	797	(403)
Investment Income	-	-	-	263	263
Miscellaneous Revenue	-	-	-	-	-
Total Fund: 10710	**1,200**	**-**	**1,200**	**1,060**	**(140)**
Fund: 10850-CPS-Donations					
Investment Income	1,500	-	1,500	1,008	(492)
Contributions	4,000	-	4,000	10,215	6,215
Total Fund: 10850	**5,500**	**-**	**5,500**	**11,223**	**5,723**
Fund: 20000-Road and Bridge Non-Construct					
Tax Revenue	39,675,463	-	39,675,463	38,307,387	(1,368,076)
Penalty and Interest	264,000	-	264,000	227,706	(36,294)
Grant Revenue	80,000	-	80,000	83,903	3,903
Shared Revenue	2,800,000	-	2,800,000	2,565,510	(234,490)
Fees of Office	18,000	-	18,000	196,758	178,758
Road and Bridge Fees	810,000	-	810,000	894,180	84,180
Other Fees	-	-	-	213	213
Investment Income	1,000,000	-	1,000,000	1,349,297	349,297
Sale of Assets	-	-	-	4,506	4,506
Miscellaneous Revenue	500,000	-	500,000	964,907	464,907
Total Fund: 20000	**45,147,463**	**-**	**45,147,463**	**44,594,367**	**(553,096)**
Fund: 20500-Road and Bridge Construction					
Fees of Office	-	-	-	(1)	(1)
Total Fund: 20500	**-**	**-**	**-**	**(1)**	**(1)**
Fund: 39800-Law Library					
Legislative Fees	190,000	-	190,000	170,159	(19,841)
Investment Income	28,000	-	28,000	6,797	(21,203)
Miscellaneous Revenue	10,500	-	10,500	9,467	(1,033)
Transfers	70,000	-	70,000	-	(70,000)
Total Fund: 39800	**298,500**	**-**	**298,500**	**186,423**	**(112,077)**
Fund: 39900-Mosquito Control District					
Tax Revenue	2,757,990	-	2,757,990	2,666,262	(91,728)

Aggregate Revenue for Year 2025

10/01/2024 thru 07/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Penalty and Interest	13,700	-	13,700	14,188	488
Fees of Office	-	-	-	(1)	(1)
Investment Income	100,000	-	100,000	36,854	(63,146)
Sale of Assets	-	-	-	91	91
Total Fund: 39900	**2,871,690**	**-**	**2,871,690**	**2,717,394**	**(154,296)**
Fund: 41000-2016 Limited Tax Rfd (2006 CO)					
Tax Revenue	1,125,260	-	1,125,260	1,086,855	(38,405)
Penalty and Interest	7,000	-	7,000	6,465	(535)
Investment Income	55,000	-	55,000	38,799	(16,201)
Total Fund: 41000	**1,187,260**	**-**	**1,187,260**	**1,132,119**	**(55,141)**
Fund: 42000-2021 Gen Oblig Rfd (2012 CO)					
Tax Revenue	2,035,397	-	2,035,397	1,966,214	(69,183)
Penalty and Interest	13,000	-	13,000	11,935	(1,065)
Investment Income	10,000	-	10,000	11,110	1,110
Total Fund: 42000	**2,058,397**	**-**	**2,058,397**	**1,989,260**	**(69,137)**
Fund: 42100-2018 Cert of Oblig-I,S					
Tax Revenue	672,949	-	672,949	650,747	(22,202)
Penalty and Interest	5,200	-	5,200	4,344	(856)
Investment Income	47,000	-	47,000	16,477	(30,523)
Total Fund: 42100	**725,149**	**-**	**725,149**	**671,568**	**(53,581)**
Fund: 42200-2021 CO-Courthouse Campus I,S					
Tax Revenue	3,600,667	-	3,600,667	3,480,833	(119,834)
Penalty and Interest	16,225	-	16,225	17,734	1,509
Investment Income	260,000	-	260,000	77,774	(182,226)
Total Fund: 42200	**3,876,892**	**-**	**3,876,892**	**3,576,340**	**(300,552)**
Fund: 44000-Toll Road-SH288-I&S					
Tax Revenue	-	-	-	580	580
Penalty and Interest	-	-	-	487	487
Total Fund: 44000	**-**	**-**	**-**	**1,067**	**1,067**
Fund: 45000-Road Bonds-Mobility-I,S					
Tax Revenue	2,554,065	-	2,554,065	2,463,938	(90,127)
Penalty and Interest	24,000	-	24,000	17,428	(6,572)
Investment Income	200,000	-	200,000	93,407	(106,593)
Total Fund: 45000	**2,778,065**	**-**	**2,778,065**	**2,574,773**	**(203,292)**
Fund: 60500-Airport Operating					
Fees of Office	-	-	-	(1)	(1)
Miscellaneous Revenue	-	-	-	-	-
Enterprise Revenue	3,867,411	-	3,867,411	2,414,386	(1,453,025)
Total Fund: 60500	**3,867,411**	**-**	**3,867,411**	**2,414,385**	**(1,453,026)**
Report Total	**245,388,153**	**(2,815,052)**	**242,573,101**	**215,766,414**	**(26,806,687)**

Budget to Actuals for Year 2025

10/1/2024 thru 7/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Fund: 10000-General Fund							
10000 County Judge							
Salaries & Benefits	838,242	-	838,242	(143,995)	(624,229)	70,018	92%
Operating Expenditures	54,300	86	54,386	(4,720)	(19,777)	29,890	45%
	892,542	86	892,628	(148,715)	(644,006)	99,908	89%
10100 Comm. South Service Center							
Salaries & Benefits	462,051	-	462,051	(73,840)	(355,029)	33,183	93%
Operating Expenditures	11,775	175	11,950	(293)	(5,261)	6,396	46%
	473,826	175	474,001	(74,133)	(360,290)	39,578	92%
10200 Comm. Central Service Center							
Salaries & Benefits	487,858	-	487,858	(73,243)	(359,550)	55,065	89%
Operating Expenditures	8,900	-	8,900	-	(1,970)	6,930	22%
	496,758	-	496,758	(73,243)	(361,519)	61,995	88%
10300 Comm. North Service Center							
Salaries & Benefits	521,321	-	521,321	(79,063)	(365,586)	76,672	85%
Operating Expenditures	12,471	197	12,668	(1,016)	(7,126)	4,526	64%
	533,792	197	533,989	(80,079)	(372,712)	81,198	85%
10400 Comm. West Service Center							
Salaries & Benefits	513,794	-	513,794	(79,673)	(394,489)	39,632	92%
Operating Expenditures	26,400	-	26,400	(348)	(5,284)	20,768	21%
	540,194	-	540,194	(80,022)	(399,773)	60,399	89%
12000 County Clerk							
Salaries & Benefits	3,180,005	-	3,180,005	(473,545)	(2,391,182)	315,278	90%
Operating Expenditures	51,800	282	52,082	(11,670)	(34,274)	6,138	88%
	3,231,805	282	3,232,087	(485,215)	(2,425,456)	321,416	90%
13000 Veteran's Service							
Salaries & Benefits	255,625	-	255,625	(44,091)	(194,662)	16,872	93%
Operating Expenditures	8,550	43	8,593	(265)	(2,312)	6,016	30%
	264,175	43	264,218	(44,357)	(196,974)	22,888	91%
14000 Emergency Management							
Salaries & Benefits	480,256	-	480,256	(85,135)	(372,918)	22,204	95%
Operating Expenditures	55,600	74	55,674	(4,972)	(18,156)	32,547	42%
	535,856	74	535,930	(90,107)	(391,073)	54,750	90%
14900 Non-Departmental							
Salaries & Benefits	-	-	-	-	1,052	1,052	0%
Operating Expenditures	9,624,597	(189,980)	9,434,617	(125,348)	(3,774,879)	5,534,390	41%
Capital	5,000	-	5,000	35,546	(35,546)	5,000	0%
Transfers	1,600,000	-	1,600,000	-	(339,404)	1,260,596	21%
	11,229,597	(189,980)	11,039,617	(89,803)	(4,148,776)	6,801,038	38%
15001 County Court at Law 1							
Salaries & Benefits	485,447	-	485,447	(84,367)	(385,413)	15,667	97%
Operating Expenditures	287,275	11,000	298,275	(2,117)	(247,620)	48,538	84%
	772,722	11,000	783,722	(86,485)	(633,032)	64,205	92%
15002 County Court at Law 2							
Salaries & Benefits	490,187	-	490,187	(81,262)	(363,376)	45,549	91%
Operating Expenditures	349,530	40,000	389,530	(234)	(354,913)	34,383	91%
	839,717	40,000	879,717	(81,496)	(718,289)	79,932	91%
15003 County Court at Law 3							
Salaries & Benefits	501,707	-	501,707	(89,336)	(394,727)	17,644	96%
Operating Expenditures	308,059	11,000	319,059	(425)	(265,346)	53,288	83%
	809,766	11,000	820,766	(89,761)	(660,073)	70,932	91%

Budget to Actuals for Year 2025

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Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
15004 County Court at Law 4							
Salaries & Benefits	536,677	-	536,677	(89,336)	(411,731)	35,609	93%
Operating Expenditures	365,200	2,000	367,200	(247)	(312,709)	54,244	85%
	901,877	2,000	903,877	(89,583)	(724,440)	89,854	90%
15900 Probate Court Investigations							
Salaries & Benefits	201,090	-	201,090	(31,319)	(154,832)	14,939	93%
Operating Expenditures	5,044	-	5,044	(148)	(2,441)	2,455	51%
	206,134	-	206,134	(31,467)	(157,273)	17,394	92%
16000 District Courts							
Salaries & Benefits	909,193	-	909,193	(159,867)	(750,063)	(737)	100%
Operating Expenditures	223,100	20	223,120	(7,280)	(65,914)	149,925	33%
	1,132,293	20	1,132,313	(167,147)	(815,978)	149,188	87%
16023 District Court-23rd							
Salaries & Benefits	24,805	-	24,805	-	-	24,805	0%
	24,805	-	24,805	-	-	24,805	0%
16149 District Court-149th							
Salaries & Benefits	306,577	-	306,577	(50,430)	(235,759)	20,388	93%
Operating Expenditures	636,500	100,000	736,500	-	(707,956)	28,544	96%
	943,077	100,000	1,043,077	(50,430)	(943,715)	48,932	95%
16239 District Court-239th							
Salaries & Benefits	310,025	-	310,025	(50,430)	(237,065)	22,530	93%
Operating Expenditures	755,000	-	755,000	-	(517,838)	237,162	69%
	1,065,025	-	1,065,025	(50,430)	(754,903)	259,692	76%
16300 District Court-300th							
Salaries & Benefits	322,404	-	322,404	(50,430)	(248,130)	23,843	93%
Operating Expenditures	610,000	3,000	613,000	-	(457,423)	155,577	75%
Transfers	450,000	-	450,000	-	(89,057)	360,943	20%
	1,382,404	3,000	1,385,404	(50,430)	(794,611)	540,363	61%
16412 District Court-412th							
Salaries & Benefits	320,350	-	320,350	(50,430)	(246,634)	23,286	93%
Operating Expenditures	1,030,000	-	1,030,000	-	(752,131)	277,869	73%
	1,350,350	-	1,350,350	(50,430)	(998,765)	301,155	78%
16461 District Court-461st							
Salaries & Benefits	305,330	-	305,330	(50,430)	(234,893)	20,007	93%
Operating Expenditures	365,000	48,000	413,000	-	(396,240)	16,760	96%
	670,330	48,000	718,330	(50,430)	(631,133)	36,767	95%
17000 District Clerk							
Salaries & Benefits	3,311,231	-	3,311,231	(500,447)	(2,485,797)	324,987	90%
Operating Expenditures	82,200	1,907	84,107	(26,201)	(33,926)	23,979	71%
	3,393,431	1,907	3,395,338	(526,648)	(2,519,724)	348,966	90%
18110 Justice of the Peace 1,1							
Salaries & Benefits	614,670	-	614,670	(90,379)	(450,314)	73,977	88%
Operating Expenditures	23,183	-	23,183	(4,231)	(6,543)	12,409	46%
	637,853	-	637,853	(94,611)	(456,857)	86,385	86%
18120 Justice of the Peace 1,2							
Salaries & Benefits	637,663	-	637,663	(92,605)	(484,381)	60,677	90%
Operating Expenditures	93,500	-	93,500	(17,930)	(68,364)	7,206	92%
	731,163	-	731,163	(110,535)	(552,745)	67,882	91%
18210 Justice of the Peace 2,1							
Salaries & Benefits	606,905	-	606,905	(89,374)	(442,152)	75,379	88%

Budget to Actuals for Year 2025

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Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	15,440	-	15,440	(1,245)	(7,346)	6,849	56%
	622,345	-	622,345	(90,619)	(449,498)	82,228	87%
18220 Justice of the Peace 2,2							
Salaries & Benefits	614,145	-	614,145	(81,956)	(467,169)	65,020	89%
Operating Expenditures	22,700	-	22,700	(2,678)	(8,117)	11,904	48%
	636,845	-	636,845	(84,634)	(475,287)	76,924	88%
18310 Justice of the Peace 3,1							
Salaries & Benefits	547,118	-	547,118	(81,814)	(375,734)	89,570	84%
Operating Expenditures	17,900	-	17,900	(1,672)	(5,921)	10,307	42%
	565,018	-	565,018	(83,486)	(381,655)	99,877	82%
18320 Justice of the Peace 3,2							
Salaries & Benefits	526,866	-	526,866	(78,744)	(382,479)	65,643	88%
Operating Expenditures	17,900	182	18,082	(5,439)	(5,377)	7,266	60%
	544,766	182	544,948	(84,182)	(387,857)	72,909	87%
18410 Justice of the Peace 4,1							
Salaries & Benefits	612,643	-	612,643	(90,731)	(472,252)	49,660	92%
Operating Expenditures	17,550	31	17,581	(1,717)	(6,243)	9,621	45%
	630,193	31	630,224	(92,448)	(478,495)	59,281	91%
18420 Justice of the Peace 4,2							
Salaries & Benefits	703,564	-	703,564	(103,451)	(542,076)	58,037	92%
Operating Expenditures	51,450	-	51,450	(15,899)	(18,081)	17,470	66%
	755,014	-	755,014	(119,350)	(560,157)	75,507	90%
19000 Judicial Miscellaneous							
Salaries & Benefits	432,105	-	432,105	(84,936)	(246,407)	100,762	77%
Operating Expenditures	1,885,750	-	1,885,750	(119,563)	(1,739,943)	26,244	99%
Transfers	250,000	-	250,000	-	(18,338)	231,662	7%
	2,567,855	-	2,567,855	(204,498)	(2,004,689)	358,668	86%
19100 Indigent Defense							
Salaries & Benefits	255,479	-	255,479	(38,402)	(197,651)	19,426	92%
Operating Expenditures	6,671	-	6,671	(967)	(4,249)	1,455	78%
	262,150	-	262,150	(39,369)	(201,900)	20,881	92%
19200 Bail Bond Board							
Salaries & Benefits	148,776	-	148,776	(23,642)	(115,739)	9,396	94%
Operating Expenditures	5,500	-	5,500	(749)	(1,155)	3,596	35%
	154,276	-	154,276	(24,391)	(116,894)	12,991	92%
19300 District Attorney							
Salaries & Benefits	10,631,812	(73,634)	10,558,178	(1,795,608)	(8,138,794)	623,776	94%
Operating Expenditures	208,700	1,234	209,934	(52,029)	(141,093)	16,813	92%
Capital	202,268	18,634	220,902	111,784	(267,029)	65,657	70%
Transfers	132,000	-	132,000	-	(145,615)	(13,615)	110%
	11,174,780	(53,766)	11,121,014	(1,735,853)	(8,692,530)	692,631	94%
19900 Law Library							
Transfers	70,000	-	70,000	-	-	70,000	0%
	70,000	-	70,000	-	-	70,000	0%
20100 County Auditor							
Salaries & Benefits	2,315,622	-	2,315,622	(367,963)	(1,750,102)	197,557	91%
Operating Expenditures	19,450	52	19,502	(5,195)	(6,489)	7,817	60%
	2,335,072	52	2,335,124	(373,158)	(1,756,592)	205,374	91%
20200 Purchasing							
Salaries & Benefits	852,133	-	852,133	(134,580)	(653,060)	64,493	92%

Budget to Actuals for Year 2025

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Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	41,100	12	41,112	(1,000)	(22,795)	17,317	58%
	893,233	12	893,245	(135,580)	(675,855)	81,810	91%
20300 County Treasurer							
Salaries & Benefits	421,675	-	421,675	(66,470)	(324,841)	30,364	93%
Operating Expenditures	92,670	100	92,770	(30,229)	(49,544)	12,998	86%
	514,345	100	514,445	(96,698)	(374,385)	43,361	92%
20400 Human Resources							
Salaries & Benefits	1,083,820	-	1,083,820	(179,690)	(791,597)	112,533	90%
Operating Expenditures	117,817	35,077	152,894	(53,240)	(97,236)	2,418	98%
	1,201,637	35,077	1,236,714	(232,930)	(888,833)	114,951	91%
21000 Tax Assessor-Collector							
Salaries & Benefits	4,434,945	-	4,434,945	(664,360)	(3,258,630)	511,955	88%
Operating Expenditures	207,700	152	207,852	(30,394)	(150,386)	27,072	87%
Capital	37,350	3,000	40,350	-	(40,350)	-	100%
	4,679,995	3,152	4,683,147	(694,754)	(3,449,366)	539,027	88%
22000 Information Systems							
Salaries & Benefits	3,965,218	-	3,965,218	(629,265)	(3,017,615)	318,338	92%
Operating Expenditures	7,995,303	271,714	8,267,017	(773,507)	(6,086,846)	1,406,664	83%
Debt Services	290,000	-	290,000	-	-	290,000	0%
Capital	436,200	(270,500)	165,700	(3,084)	(123,039)	39,577	76%
Transfers	-	-	-	-	(17,283)	(17,283)	0%
	12,686,721	1,214	12,687,935	(1,405,856)	(9,244,783)	2,037,296	84%
23000 Appraisal District Assessment							
Operating Expenditures	1,136,080	-	1,136,080	-	(1,130,363)	5,717	99%
	1,136,080	-	1,136,080	-	(1,130,363)	5,717	99%
24000 Elections							
Salaries & Benefits	851,063	-	851,063	-	(666,833)	184,231	78%
Operating Expenditures	448,850	-	448,850	(21,547)	(284,968)	142,335	68%
Capital	24,000	-	24,000	-	(11,800)	12,200	49%
	1,323,913	-	1,323,913	(21,547)	(963,601)	338,766	74%
25000 Facilities Management							
Salaries & Benefits	2,461,823	-	2,461,823	(386,853)	(1,840,469)	234,501	90%
Operating Expenditures	3,429,400	(49,875)	3,379,525	(396,202)	(2,318,431)	664,892	80%
Capital	335,000	50,000	385,000	30,043	(112,344)	302,699	21%
	6,226,223	125	6,226,348	(753,012)	(4,271,244)	1,202,091	81%
26000 Property Insurance							
Operating Expenditures	2,600,000	-	2,600,000	-	(2,373,481)	226,520	91%
	2,600,000	-	2,600,000	-	(2,373,481)	226,520	91%
30000 County Sheriff							
Salaries & Benefits	23,040,266	(163,375)	22,876,891	(4,641,312)	(18,165,673)	69,906	100%
Operating Expenditures	3,269,000	439,264	3,708,264	(380,113)	(2,708,788)	619,363	83%
Capital	1,241,550	(168,000)	1,073,550	109,445	(797,260)	385,735	64%
Transfers	55,000	-	55,000	-	(89,870)	(34,870)	163%
	27,605,816	107,889	27,713,705	(4,911,979)	(21,761,591)	1,040,135	96%
30100 Animal Control							
Salaries & Benefits	592,660	(6,125)	586,535	(84,311)	(470,778)	31,446	95%
Operating Expenditures	87,500	6,125	93,625	(13,242)	(46,937)	33,446	64%
Capital	52,000	3,856	55,856	-	(55,856)	-	100%
	732,160	3,856	736,016	(97,553)	(573,571)	64,892	91%

Budget to Actuals for Year 2025

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Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
30200 Crime Lab							
Salaries & Benefits	716,055	-	716,055	(133,734)	(578,772)	3,549	100%
Operating Expenditures	315,000	(5,590)	309,410	(15,105)	(181,858)	112,448	64%
Capital	25,000	5,590	30,590	(1,364)	(29,224)	1	100%
	1,056,055	-	1,056,055	(150,203)	(789,854)	115,998	89%
31000 Tx Dept of Public Safety (DPS)							
Salaries & Benefits	232,533	-	232,533	(44,588)	(178,545)	9,400	96%
Operating Expenditures	1,550	-	1,550	(72)	-	1,478	5%
	234,083	-	234,083	(44,659)	(178,545)	10,879	95%
32100 Constable-Precinct 1							
Salaries & Benefits	1,166,529	-	1,166,529	(168,754)	(972,342)	25,433	98%
Operating Expenditures	265,539	(2,709)	262,830	32,733	(242,327)	53,237	80%
Capital	-	-	-	67,083	(67,083)	-	0%
	1,432,068	(2,709)	1,429,359	(68,937)	(1,281,752)	78,670	94%
32200 Constable-Precinct 2							
Salaries & Benefits	1,061,806	-	1,061,806	(159,299)	(825,796)	76,711	93%
Operating Expenditures	233,400	(13,716)	219,684	25,770	(186,103)	59,350	73%
Capital	-	13,716	13,716	-	(13,716)	-	100%
	1,295,206	-	1,295,206	(133,530)	(1,025,615)	136,061	89%
32300 Constable-Precinct 3							
Salaries & Benefits	1,126,588	-	1,126,588	(167,834)	(788,176)	170,578	85%
Operating Expenditures	257,800	53,166	310,966	(80,706)	(122,395)	107,865	65%
Capital	179,700	(53,000)	126,700	12,603	(127,833)	11,470	91%
	1,564,088	166	1,564,254	(235,937)	(1,038,404)	289,913	81%
32400 Constable-Precinct 4							
Salaries & Benefits	1,906,710	-	1,906,710	(374,482)	(1,515,499)	16,729	99%
Operating Expenditures	228,500	352	228,852	(11,322)	(138,650)	78,880	66%
Capital	51,250	-	51,250	149,355	(201,185)	(580)	101%
	2,186,460	352	2,186,812	(236,449)	(1,855,334)	95,029	96%
33000 Intensive CommunityServiceProg							
Salaries & Benefits	117,244	-	117,244	-	(58,772)	58,472	50%
Operating Expenditures	66,110	-	66,110	(3,504)	(49,330)	13,276	80%
Capital	-	-	-	54,305	(54,305)	-	0%
	183,354	-	183,354	50,801	(162,407)	71,747	61%
34000 Ambulance EMS							
Operating Expenditures	96,000	-	96,000	-	(96,000)	-	100%
	96,000	-	96,000	-	(96,000)	-	100%
34100 Fire Protection							
Salaries & Benefits	65,468	-	65,468	(9,398)	(50,707)	5,362	92%
Operating Expenditures	558,000	-	558,000	-	(546,799)	11,201	98%
	623,468	-	623,468	(9,398)	(597,506)	16,563	97%
34200 Fire Marshal							
Transfers	310,000	-	310,000	-	-	310,000	0%
	310,000	-	310,000	-	-	310,000	0%
35000 Detention Center							
Salaries & Benefits	15,609,080	(161,250)	15,447,830	(2,994,978)	(12,914,761)	(461,909)	103%
Operating Expenditures	9,540,000	130,250	9,670,250	(1,055,814)	(6,784,988)	1,829,448	81%
Capital	196,000	31,000	227,000	(3,165)	(211,804)	12,031	95%
	25,345,080	-	25,345,080	(4,053,957)	(19,911,553)	1,379,570	95%
36000 Juvenile Probation							
Salaries & Benefits	8,671,867	-	8,671,867	(1,324,289)	(6,300,514)	1,047,064	88%

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Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	1,547,201	4,340	1,551,541	(389,657)	(1,057,248)	104,636	93%
Capital	50,000	-	50,000	16,700	(66,180)	520	99%
Transfers	610,000	-	610,000	-	-	610,000	0%
	10,879,068	4,340	10,883,408	(1,697,246)	(7,423,942)	1,762,220	84%
40000 Adult Probation							
Operating Expenditures	266,350	117,817	384,167	(8,419)	(345,412)	30,336	92%
Transfers	92,000	-	92,000	-	-	92,000	0%
	358,350	117,817	476,167	(8,419)	(345,412)	122,336	74%
45000 Health							
Salaries & Benefits	599,975	379,882	979,857	(227,728)	(680,200)	71,929	93%
Operating Expenditures	94,600	392	94,992	(14,798)	(57,211)	22,983	76%
Transfers	2,000	-	2,000	-	(830)	1,170	41%
	696,575	380,274	1,076,849	(242,526)	(738,241)	96,082	91%
45200 Indigent Health Care							
Salaries & Benefits	200,900	-	200,900	(29,660)	(140,328)	30,913	85%
Operating Expenditures	2,439,605	735	2,440,340	(39,414)	(1,267,241)	1,133,685	54%
	2,640,505	735	2,641,240	(69,074)	(1,407,569)	1,164,598	56%
45300 Water Lab							
Salaries & Benefits	232,751	-	232,751	(35,181)	(167,257)	30,313	87%
Operating Expenditures	54,450	6,618	61,068	(4,228)	(55,723)	1,117	98%
	287,201	6,618	293,819	(39,409)	(222,979)	31,430	89%
46000 Children Protective Services							
Operating Expenditures	94,400	-	94,400	(23,682)	(53,239)	17,479	81%
Transfers	40,000	-	40,000	-	(16,767)	23,233	42%
	134,400	-	134,400	(23,682)	(70,006)	40,711	70%
47000 Environmental Health							
Salaries & Benefits	1,423,159	-	1,423,159	(193,634)	(1,071,154)	158,370	89%
Operating Expenditures	98,090	2,470	100,560	14,746	(45,623)	69,683	31%
Transfers	120,000	-	120,000	-	-	120,000	0%
	1,641,249	2,470	1,643,719	(178,888)	(1,116,777)	348,054	79%
49000 County Welfare							
Salaries & Benefits	60,688	-	60,688	(10,109)	(61,885)	(11,306)	119%
Operating Expenditures	13,400	-	13,400	(204)	(2,153)	11,043	18%
	74,088	-	74,088	(10,313)	(64,038)	(263)	100%
50000 Mental Health							
Operating Expenditures	268,800	-	268,800	-	(268,800)	-	100%
	268,800	-	268,800	-	(268,800)	-	100%
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%
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	6,973,810	-	6,973,810	(1,085,816)	(5,346,810)	541,184	92%
Operating Expenditures	1,699,338	127,857	1,827,195	(486,878)	(1,292,822)	47,496	97%
Capital	209,419	(122,400)	87,019	-	-	87,019	0%
	8,882,567	5,457	8,888,024	(1,572,694)	(6,639,632)	675,699	92%

Budget to Actuals for Year 2025

10/1/2024 thru 7/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
56000 Parks							
Salaries & Benefits	4,013,411	-	4,013,411	(668,374)	(3,013,854)	331,183	92%
Operating Expenditures	1,357,050	615	1,357,665	(265,874)	(899,001)	192,790	86%
Capital	630,000	-	630,000	226,097	(634,444)	221,654	65%
Transfers	-	-	-	-	(9,876)	(9,876)	0%
	6,000,461	615	6,001,076	(708,151)	(4,557,175)	735,750	88%
57000 Fairgrounds							
Salaries & Benefits	76,930	-	76,930	(14,144)	(59,073)	3,713	95%
Operating Expenditures	285,540	-	285,540	(34,372)	(154,905)	96,263	66%
Capital	775,000	(775,000)	-	(41,294)	-	(41,294)	0%
	1,137,470	(775,000)	362,470	(89,810)	(213,978)	58,682	84%
58000 Museum							
Salaries & Benefits	646,493	-	646,493	(103,214)	(443,524)	99,755	85%
Operating Expenditures	26,932	207	27,139	(3,588)	(9,769)	13,782	49%
Capital	325,302	-	325,302	-	(101,165)	224,137	31%
	998,727	207	998,934	(106,802)	(554,458)	337,674	66%
60000 Agriculture Extension							
Salaries & Benefits	524,775	-	524,775	(85,294)	(403,372)	36,108	93%
Operating Expenditures	58,700	3,105	61,805	(6,658)	(42,919)	12,228	80%
	583,475	3,105	586,580	(91,952)	(446,291)	48,337	92%
65000 Flood Plain Administrator							
Salaries & Benefits	326,999	-	326,999	(47,862)	(238,900)	40,236	88%
Operating Expenditures	12,400	468	12,868	(664)	(10,692)	1,512	88%
Capital	-	55,000	55,000	-	(49,895)	5,105	91%
	339,399	55,468	394,867	(48,527)	(299,487)	46,853	88%
Total Fund: 10000	**182,328,126**	**(74,357)**	**182,253,769**	**(23,747,217)**	**(133,282,497)**	**25,224,055**	**86%**
Fund: 10100-General Fund - Construction							
57000 Fairgrounds							
Operating Expenditures	-	75,000	75,000	(6,550)	(5,929)	62,521	17%
Capital	-	700,000	700,000	-	-	700,000	0%
	-	775,000	775,000	(6,550)	(5,929)	762,521	2%
Total Fund: 10100	**-**	**775,000**	**775,000**	**(6,550)**	**(5,929)**	**762,521**	**2%**
Fund: 10200-Juv Prob Fees							
36000 Juvenile Probation							
Operating Expenditures	9,300	-	9,300	(3,735)	(2,794)	2,771	70%
Capital	-	-	-	-	(2,691)	(2,691)	0%
	9,300	-	9,300	(3,735)	(5,485)	80	99%
Total Fund: 10200	**9,300**	**-**	**9,300**	**(3,735)**	**(5,485)**	**80**	**99%**
Fund: 10340-Constable 4 Marine Team							
32400 Constable-Precinct 4							
Capital	-	45,000	45,000	-	-	45,000	0%
	-	45,000	45,000	-	-	45,000	0%
Total Fund: 10340	**-**	**45,000**	**45,000**	**-**	**-**	**45,000**	**0%**
Fund: 10350-Sheriff Special Response Team							
30000 County Sheriff							
Operating Expenditures	20,000	-	20,000	(13,972)	(3,554)	2,475	88%
	20,000	-	20,000	(13,972)	(3,554)	2,475	88%
Total Fund: 10350	**20,000**	**-**	**20,000**	**(13,972)**	**(3,554)**	**2,475**	**88%**

Budget to Actuals for Year 2025

10/1/2024 thru 7/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Fund: 10351-Sheriff Drone Team							
30000 County Sheriff							
Operating Expenditures	15,000	-	15,000	(766)	(12,898)	1,335	91%
	15,000	-	15,000	(766)	(12,898)	1,335	91%
Total Fund: 10351	**15,000**	**-**	**15,000**	**(766)**	**(12,898)**	**1,335**	**91%**
Fund: 10352-Sheriff Marine Team							
30000 County Sheriff							
Operating Expenditures	10,000	-	10,000	-	(7,597)	2,403	76%
	10,000	-	10,000	-	(7,597)	2,403	76%
Total Fund: 10352	**10,000**	**-**	**10,000**	**-**	**(7,597)**	**2,403**	**76%**
Fund: 10353-Sheriff Dive Team							
30000 County Sheriff							
Operating Expenditures	10,000	-	10,000	(146)	(9,807)	47	100%
	10,000	-	10,000	(146)	(9,807)	47	100%
Total Fund: 10353	**10,000**	**-**	**10,000**	**(146)**	**(9,807)**	**47**	**100%**
Fund: 10400-Env Health-Retail Food Permits							
47000 Environmental Health							
Salaries & Benefits	219,439	-	219,439	(30,698)	(166,806)	21,935	90%
	219,439	-	219,439	(30,698)	(166,806)	21,935	90%
Total Fund: 10400	**219,439**	**-**	**219,439**	**(30,698)**	**(166,806)**	**21,935**	**90%**
Fund: 10600-Fire Training Field							
34100 Fire Protection							
Operating Expenditures	2,000	-	2,000	-	(582)	1,418	29%
	2,000	-	2,000	-	(582)	1,418	29%
Total Fund: 10600	**2,000**	**-**	**2,000**	**-**	**(582)**	**1,418**	**29%**
Fund: 10700-Parks Special Events							
56000 Parks							
Operating Expenditures	2,000	-	2,000	(220)	(1,452)	328	84%
	2,000	-	2,000	(220)	(1,452)	328	84%
Total Fund: 10700	**2,000**	**-**	**2,000**	**(220)**	**(1,452)**	**328**	**84%**
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%
Total Fund: 10710	**1,000**	**-**	**1,000**	**-**	**-**	**1,000**	**0%**
Fund: 10850-CPS-Donations							
46000 Children Protective Services							
Operating Expenditures	23,600	-	23,600	(139)	(3,817)	19,644	17%
	23,600	-	23,600	(139)	(3,817)	19,644	17%
Total Fund: 10850	**23,600**	**-**	**23,600**	**(139)**	**(3,817)**	**19,644**	**17%**
Fund: 20000-Road and Bridge Non-Construct							
22000 Information Systems							
Operating Expenditures	10,000	10,000	20,000	-	(12,830)	7,170	64%
	10,000	10,000	20,000	-	(12,830)	7,170	64%

Budget to Actuals for Year 2025

10/1/2024 thru 7/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
71000 RB South Service Center							
Salaries & Benefits	3,719,227	(293,000)	3,426,227	(635,734)	(2,660,724)	129,769	96%
Operating Expenditures	2,160,000	507,822	2,667,822	(523,315)	(1,479,279)	665,228	75%
Capital	164,732	(14,822)	149,910	33,535	(183,445)	-	100%
	6,043,959	200,000	6,243,959	(1,125,515)	(4,323,447)	794,997	87%
72000 RB Central Service Center							
Salaries & Benefits	3,678,418	(388,000)	3,290,418	(628,309)	(2,263,874)	398,235	88%
Operating Expenditures	2,160,000	(49,940)	2,110,060	(548,727)	(1,224,739)	336,594	84%
Capital	750,000	330,000	1,080,000	(670,144)	(408,691)	1,165	100%
	6,588,418	(107,940)	6,480,478	(1,847,181)	(3,897,304)	735,994	89%
73000 RB North Service Center							
Salaries & Benefits	3,595,365	(133,000)	3,462,365	(627,319)	(2,596,847)	238,198	93%
Operating Expenditures	2,180,000	170,700	2,350,700	(482,422)	(1,279,166)	589,112	75%
Capital	730,001	541,058	1,271,059	(523,058)	(728,692)	19,309	98%
	6,505,366	578,758	7,084,124	(1,632,800)	(4,604,705)	846,619	88%
74000 RB West Service Center							
Salaries & Benefits	3,813,972	(431,000)	3,382,972	(652,610)	(2,379,491)	350,871	90%
Operating Expenditures	2,160,000	206,660	2,366,660	(609,973)	(1,199,916)	556,772	76%
Capital	750,000	116	750,116	548,999	(1,299,114)	-	100%
	6,723,972	(224,224)	6,499,748	(713,584)	(4,878,521)	907,642	86%
75000 Engineer's Office							
Salaries & Benefits	2,323,311	-	2,323,311	(384,110)	(1,757,745)	181,457	92%
Operating Expenditures	1,392,267	488,012	1,880,279	(344,949)	(537,311)	998,019	47%
Capital	50,000	209	50,209	-	(45,884)	4,325	91%
Transfers	2,300,000	-	2,300,000	-	-	2,300,000	0%
	6,065,578	488,221	6,553,799	(729,059)	(2,340,940)	3,483,800	47%
Total Fund: 20000	**31,937,293**	**944,816**	**32,882,109**	**(6,048,139)**	**(20,057,747)**	**6,776,223**	**79%**
Fund: 20500-Road and Bridge Construction							
71000 RB South Service Center							
Salaries & Benefits	-	245,095	245,095	-	(143,232)	101,863	58%
Operating Expenditures	1,750,000	(393,000)	1,357,000	76,569	(481,567)	952,002	30%
Capital	-	-	-	-	-	-	0%
	1,750,000	(147,905)	1,602,095	76,569	(624,799)	1,053,865	34%
72000 RB Central Service Center							
Salaries & Benefits	-	408,197	408,197	-	(365,747)	42,450	90%
Operating Expenditures	1,750,000	274,900	2,024,900	(207,249)	(1,625,490)	192,161	91%
	1,750,000	683,097	2,433,097	(207,249)	(1,991,237)	234,611	90%
73000 RB North Service Center							
Salaries & Benefits	-	131,700	131,700	-	(48,663)	83,037	37%
Operating Expenditures	1,750,000	(164,900)	1,585,100	(608,539)	(93,702)	882,859	44%
	1,750,000	(33,200)	1,716,800	(608,539)	(142,365)	965,896	44%
74000 RB West Service Center							
Salaries & Benefits	-	460,008	460,008	-	(389,100)	70,908	85%
Operating Expenditures	1,750,000	65,000	1,815,000	(331,620)	(1,475,683)	7,697	100%
	1,750,000	525,008	2,275,008	(331,620)	(1,864,783)	78,605	97%
75000 Engineer's Office							
Operating Expenditures	1,250,000	(688,162)	561,838	11,488	(446,640)	126,686	77%
Capital	9,375,000	(1,282,096)	8,092,904	1,616,559	(2,176,476)	7,532,986	7%
	10,625,000	(1,970,258)	8,654,742	1,628,047	(2,623,116)	7,659,672	11%
Total Fund: 20500	**17,625,000**	**(943,258)**	**16,681,742**	**557,208**	**(7,246,301)**	**9,992,648**	**40%**

Budget to Actuals for Year 2025

10/1/2024 thru 7/31/2025

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Fund: 39800-Law Library							
19900 Law Library							
Salaries & Benefits	88,877	-	88,877	(13,743)	(68,565)	6,569	93%
Operating Expenditures	380,000	29	380,029	(36,169)	(219,306)	124,554	67%
	468,877	29	468,906	(49,911)	(287,871)	131,124	72%
22000 Information Systems							
Operating Expenditures	6,000	-	6,000	(1,000)	(5,467)	(467)	108%
	6,000	-	6,000	(1,000)	(5,467)	(467)	108%
Total Fund: 39800	**474,877**	**29**	**474,906**	**(50,911)**	**(293,338)**	**130,657**	**72%**
Fund: 39900-Mosquito Control District							
22000 Information Systems							
Operating Expenditures	19,450	-	19,450	(1,646)	(4,880)	12,924	34%
	19,450	-	19,450	(1,646)	(4,880)	12,924	34%
49900 Mosquito Control							
Salaries & Benefits	1,428,300	-	1,428,300	(217,069)	(986,139)	225,093	84%
Operating Expenditures	1,550,900	62	1,550,962	(454,415)	(310,509)	786,038	49%
Capital	63,000	-	63,000	(375)	(52,860)	9,765	85%
	3,042,200	62	3,042,262	(671,858)	(1,349,507)	1,020,896	66%
Total Fund: 39900	**3,061,650**	**62**	**3,061,712**	**(673,504)**	**(1,354,387)**	**1,033,821**	**66%**
Fund: 60500-Airport Operating							
22000 Information Systems							
Operating Expenditures	24,600	-	24,600	(2,427)	(19,873)	2,300	91%
	24,600	-	24,600	(2,427)	(19,873)	2,300	91%
90000 Airport							
Salaries & Benefits	1,250,143	-	1,250,143	(192,765)	(966,348)	91,029	93%
Operating Expenditures	2,893,102	316	2,893,418	(236,010)	(1,526,117)	1,131,292	61%
Capital	1,602,500	-	1,602,500	(24,122)	(56,904)	1,521,474	5%
Transfers	1,711,000	-	1,711,000	-	(11,111)	1,699,889	1%
	7,456,745	316	7,457,061	(452,897)	(2,560,480)	4,443,684	40%
Total Fund: 60500	**7,481,345**	**316**	**7,481,661**	**(455,324)**	**(2,580,353)**	**4,445,984**	**41%**
Report Total	**243,220,630**	**747,607**	**243,968,237**	**(30,474,114)**	**(165,032,549)**	**48,461,574**	**80%**

Balance Sheet for Year 2025

as of 7/31/2025

Note: Fund Balance is only adjusted at end of year; fund balance is as of 9/30/2024

Account	Fund Groups				
	General Funds	Road and Bridge	Law Library	Mosquito Control	Airport
Assets					
Cash in Bank	(27,658,082)	14,853,573	(162,131)	864,058	(2,343,553)
Cash on Hand	35,180	100	200		100
Investments	99,670,549	35,943,915	135,391	444,135	
Accounts Receivable	10,145,099	4,892,580	244	240,805	254,146
Inventory	14,327	555,301		771,117	79,641
Prepaid	2,913,914	(21,972)	(22)	(1,089)	7,520
Amt Provided/Gen LT Debt					2,144,967
Non-current Assets	16,019,757				
AR-BC Toll Road Authority	114,587				
Capital Assets	10,144				12,435,599
	101,265,476	56,223,497	(26,318)	2,319,026	12,578,419
Liabilities					
Accounts Payable - Other	(3,418,486)	(696,190)	(19,000)	(29,465)	(78,167)
AP-State of Texas Court Costs	(691,260)				
AP-State of Texas Other Liab	(111,328)	(671)	(35)	(2)	
AP-Governmental Entities	(259)				
AP-Payroll Liabilities	(2,220,736)	(315,371)	(1,720)	(25,411)	(24,256)
AP Due to Others	(974,142)				
Tax Office Liabilities	(3,748,529)				
Due to Agency Groups	(11,484,414)	(9,258,161)		(242,765)	(68,872)
Non Current Liabilities					(837,510)
	(22,649,155)	(10,270,393)	(20,755)	(297,643)	(1,008,805)
Fund Equity					
Fund Balance	(4,566,200)	(28,867,934)	(52,935)	(679,565)	(9,995,542)
Unassigned Fund Balance	(53,241,258)				
	(57,807,458)	(28,867,934)	(52,935)	(679,565)	(9,995,542)

Note: The total receivable from Brazoria County Toll Road Authority is $6,274,001.58. The current presentation of this report only includes the General Fund and Road & Bridge portions.

Statement of Changes in Fund Balance

as of 6/30/2025

Fund	05/31/2025 Unaudited Fund Balance	Month Ending Jun 30, 2025 Receipts	Disbursements	Transfers In/ (Out)	06/30/2025 Unaudited Fund Balance
Fund 10000-General Fund	82,148,624	7,287,063	(13,197,386)	(32,899)	76,205,402
Fund 10100-General Fund - Construction	105,085	-	-	-	105,085
Fund 10200-Juv Prob Fees	14,115	26	(33)	-	14,108
Fund 10300-Unclaimed Juvenile Restitution	11,569	-	-	-	11,569
Fund 10340-Constable 4 Marine Team	45,607	15,057	-	-	60,665
Fund 10350-Sheriff Special Response Team	8,855	16	-	-	8,870
Fund 10351-Sheriff Drone Team	(11,458)	-	-	-	(11,458)
Fund 10352-Sheriff Marine Team	(7,597)	-	-	-	(7,597)
Fund 10353-Sheriff Dive Team	(9,517)	-	-	-	(9,517)
Fund 10400-Env Health-Retail Food Permits	(32,443)	7,180	(17,637)	-	(42,900)
Fund 10500-District Clerk Contingency	870,836	2,087	-	-	872,923
Fund 10600-Fire Training Field	14,063	25	(130)	-	13,958
Fund 10700-Parks Special Events	26,669	247	(471)	-	26,445
Fund 10710-Parks SFA Special Projects	10,984	106	-	-	11,090
Fund 10850-CPS-Donations	42,630	2,259	(450)	-	44,439
Total General Fund Group	83,238,021	7,314,065	(13,216,106)	(32,899)	77,303,081
Fund 20000-Road and Bridge Non-Construct	52,936,126	1,318,737	(2,260,515)	-	51,994,348
Fund 20500-Road and Bridge Construction	(6,728,568)	1	(1,100,148)	-	(7,828,715)
Total Road and Bridge Funds	46,207,558	1,318,737	(3,360,663)	-	44,165,633
Fund 39800-Law Library	(26,846)	21,821	(29,991)	-	(35,017)
Fund 39900-Mosquito Control District	2,056,317	52,601	(337,494)	-	1,771,424
Total Special Revenue Funds	2,029,471	74,421	(367,485)	-	1,736,407
Fund 41000-2016 Limited Tax Rfd (2006 CO)	1,194,520	23,359	-	-	1,217,879
Fund 42000-2021 Gen Oblig Rfd (2012 CO)	208,641	37,049	-	-	245,689
Fund 42100-2018 Cert of Oblig-I,S	607,088	13,238	-	-	620,326
Fund 42200-2021 CO-Courthouse Campus I,S	2,880,706	69,330	-	-	2,950,036
Fund 44000-Toll Road-SH288-I&S	(92,915,659)	3,853	(47,265)	276,000	(92,683,071)
Fund 44100-Toll Road-288EXT-I&S	(30,353,580)	-	-	95,000	(30,258,580)
Fund 45000-Road Bonds-Mobility-I,S	2,712,777	53,196	-	-	2,765,973
Total Debt Service Funds	(115,665,508)	200,025	(47,265)	371,000	(115,141,748)

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 6/30/2025

Fund 60500-Airport Operating	9,855,906	228,994	(315,089)	-	9,769,811
Total Enterprise Funds	9,855,906	228,994	(315,089)	-	9,769,811
Report Total	**25,665,449**	**9,136,243**	**(17,306,608)**	**338,101**	**17,833,185**

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 2025

as of 7/31/2025

Fund Group	Transfers In	Transfers Out
Enterprise Funds		
Airport Fund	-	11,111
Fiduciary, Trust and Agency		
Fiduciary Funds	190,921	190,921
General Fund Group		
General Fund	3,480	727,040
Special Revenue Funds		
Federal Grants	700,587	3,480
State Grants	26,453	-
Airport State Grants	11,111	-
Report Total	**932,552**	**932,552**

Debt Service Payment Schedules

Fiscal Year 2025

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
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
Total	**74,000.00**	**2,095,000.00**	**26,750.00**	**2,195,750.00**

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
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		1,096,750.00
Total	**150,500.00**	**3,060,000.00**	**78,875.00**	**3,289,375.00**

Debt Service Payment Schedules

Fiscal Year 2025

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
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		652,800.00
Total	**1,212,350.00**	**6,870,000.00**	**1,058,025.00**	**9,140,375.00**

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
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
Total	**130,625.00**	**2,040,000.00**	**79,625.00**	**2,250,250.00**

Debt Service Payment Schedules

Fiscal Year 2025

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
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
Total	**588,125.00**	**6,460,000.00**	**426,625.00**	**7,474,750.00**

Debt Service Payment Schedules

Fiscal Year 2025

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
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		5,885,400.00
Total	**21,486,425.00**	**85,895,000.00**	**19,806,600.00**	**127,188,025.00**

Debt Service Payment Schedules

Fiscal Year 2025

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
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
Total	**1,498,800.00**	**13,250,000.00**	**1,177,325.00**	**15,926,125.00**

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
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
Total	**356,400.00**	**3,785,000.00**	**280,700.00**	**4,422,100.00**

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.15. **7/22/2025**

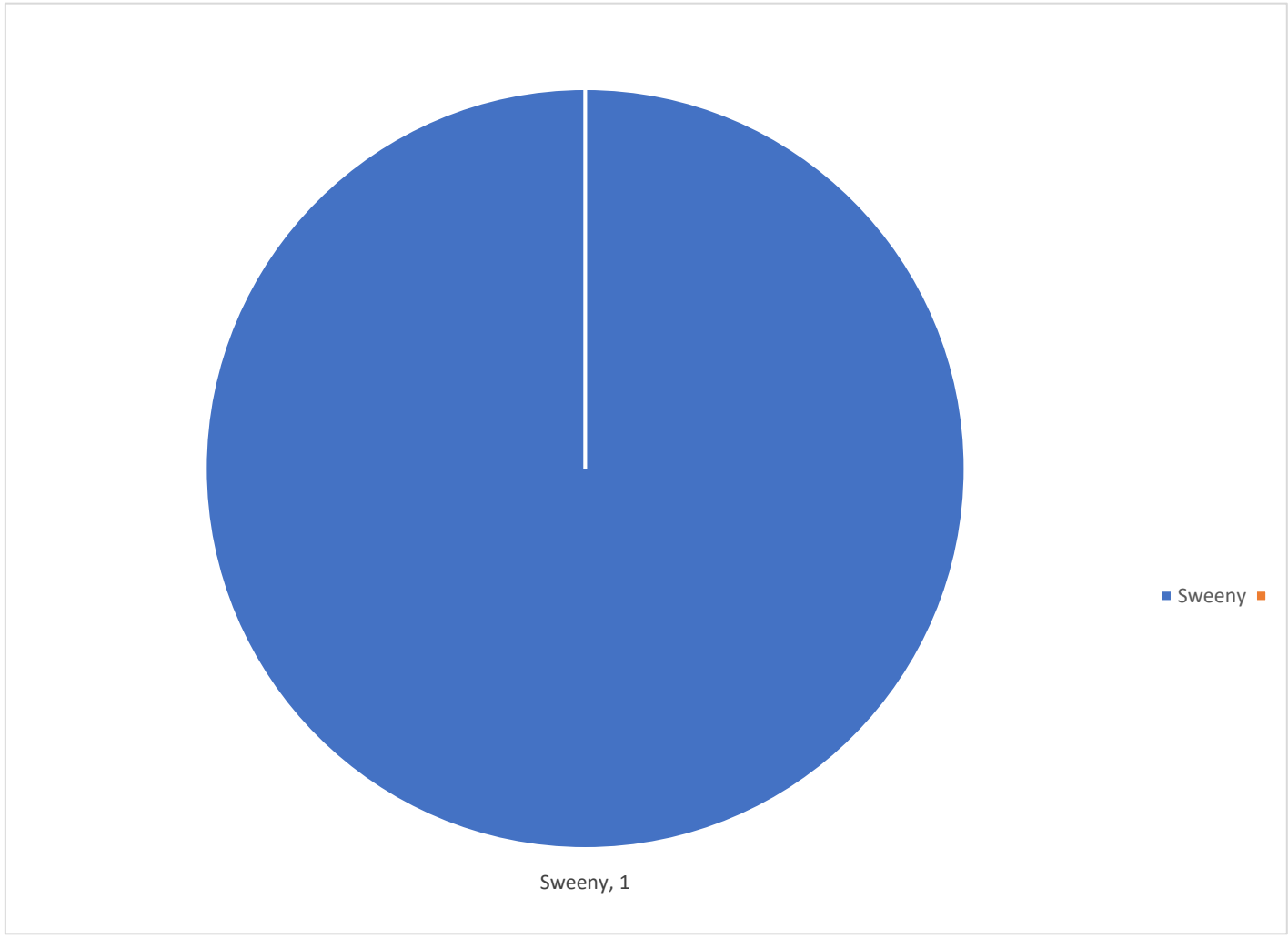
Monthly Welfare Reports

Approve the NRG CARES (Reliant), Cirro Energy and Direct Energy Monthly Assistance Reports for the month of June 2025.

These reports show the cities where funds were utilized and the number of clients assisted in the month of June.

CIRRO ENERGY GRANT ASSISTANCE REPORT

June 2025

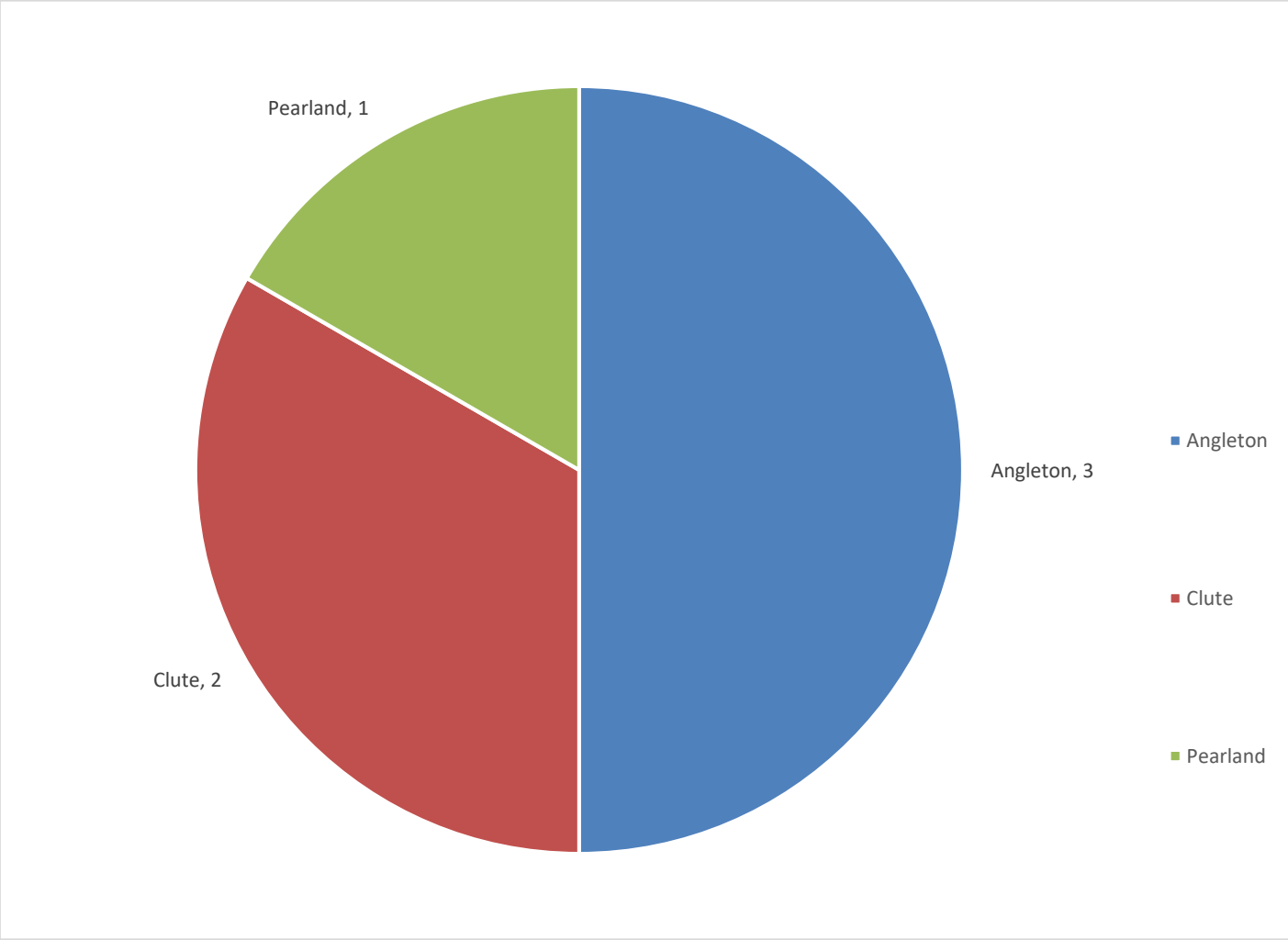


The above chart represents the number of clients from each City that were assisted in June 2025

TOTAL CLIENTS SEEN: 1

RELIANT CARE GRANT ASSISTANCE REPORT

June 2025

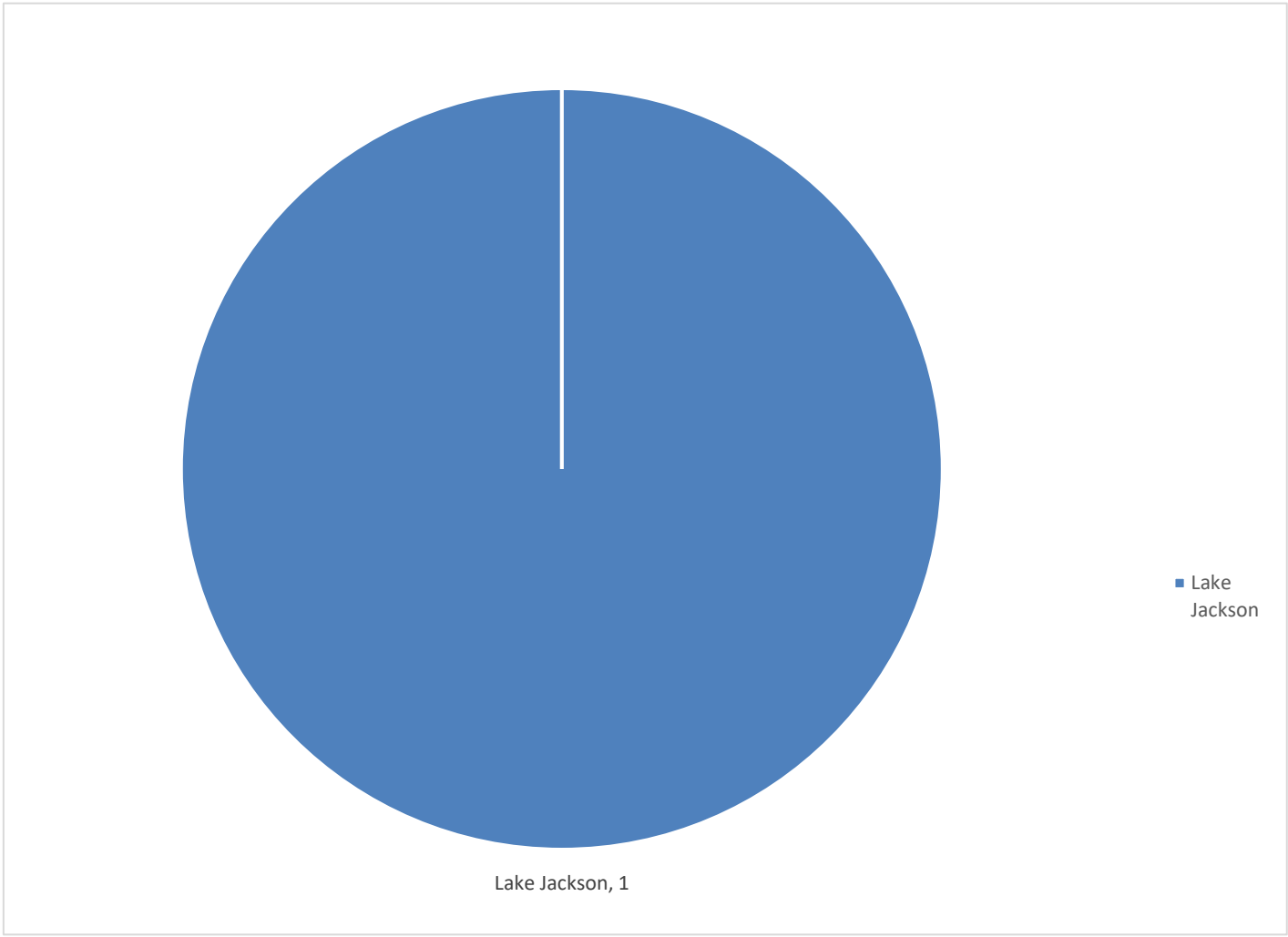


The above chart represents the number of clients from each City that were assisted in June 2025

TOTAL CLIENTS SEEN: 6

DIRECT ENERGY N2N GRANT ASSISTANCE REPORT

June 2025



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

TOTAL CLIENTS SEEN: 1

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.16. **7/22/2025**

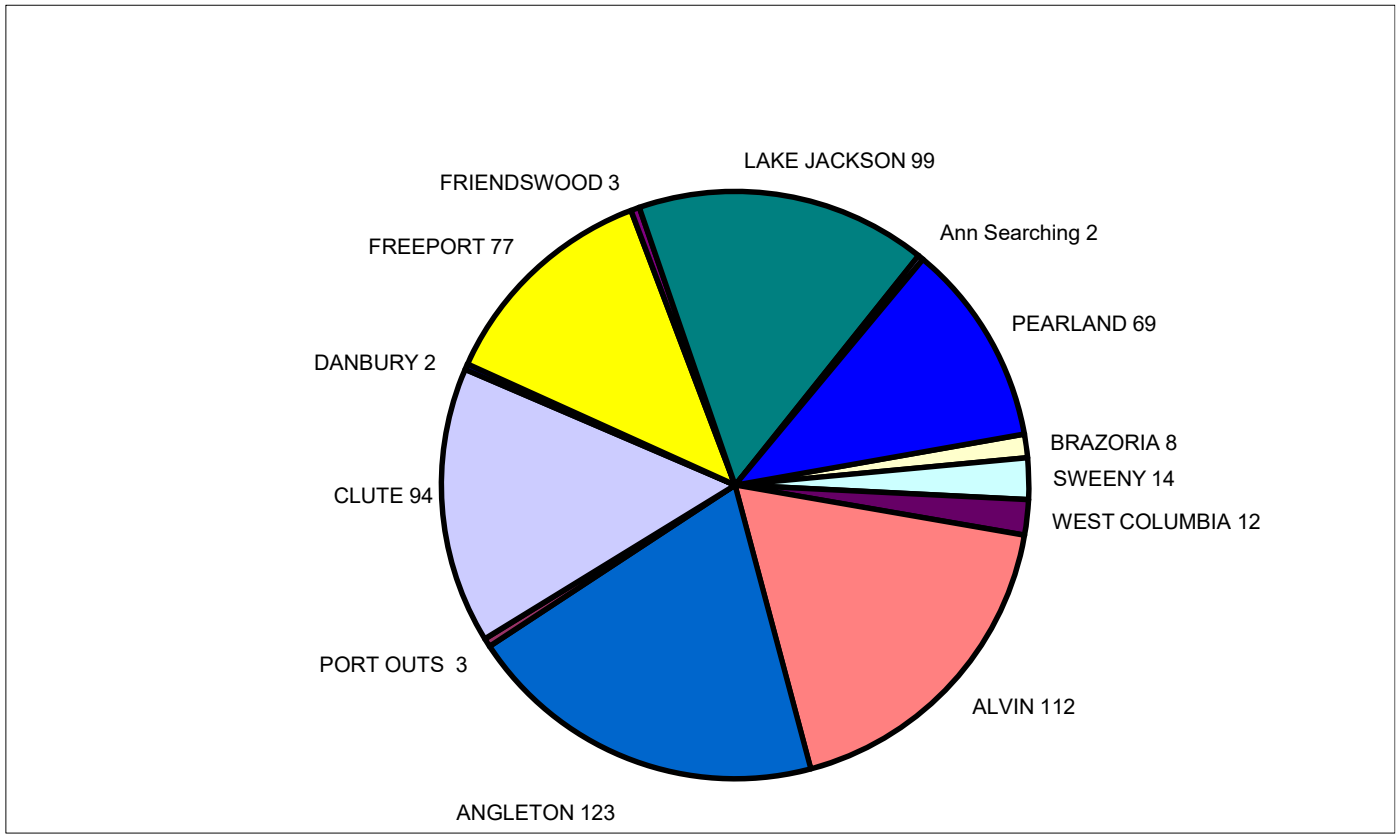
Monthly Section 8 Reports

Approve the Brazoria County Housing Choice Voucher (Section 8) Program Monthly Reports and number of active Tenants on the program from June 1, 2025 to June 30, 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.

ACTIVE SECTION 8 CLIENTS

June 2025



The chart above represents the number of Tenants residing in each City for All Voucher Programs as of April 1, 2025

TOTAL NUMBER OF TENANTS SERVED* 618

CY 2024 Termination Report

Month	Bedroom Size 0	1	2	3	4	5	TOTAL BY MONTH
January		2	2	1			5
February		2	4				6
March		4	1	1			6
April		4	3	1			8
May		2	2				4
June		4	2	1			7
July			1				1
August		1		1			2
September		3	6	2			11
October		1	1				2
November		3	1	1			5
December		4	2	1			7
	0	30	25	9	0	0	64

FY 2025 Termination Report

Month	Bedroom Size 0	1	2	3	4	5	TOTAL BY MONTH
October		1	1				2
November		3	1	1			5
December		4	2	1			7
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							0
August							0
September							0
	0	23	9	8	2	0	42

Inspections (New units, Annual, etc.)

Month	Scheduled	Failed	Passed	No show	Inconclusive	Move Out/Damage	Reinspection	
January	134	45	58	31			45	134
February	107	41	57	9			37	107
March	111	31	70	10			39	111
April	122	41	64	17			28	122
May	117	33	69	15			43	117
June	147	49	84	11		1	38	144
July								
August								
September								
October								
November								
December								

Quality Control Inspections

Month	Scheduled	Failed	Passed	No show	Inconclusive	Move Out/Damage	Reinspection
January	20	1	10	9			0
February	14	2	11	1			3
March	6	0	6	0			1
April	0	0	0	0			0
May	8	4	3	1			1
June	9	7	2	0			4
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

Lease Rate

CY 2024

Month	Total Units Approved	Total Units Leased	% Leased
January	612	630	102.9%
February	612	626	102.3%
March	612	623	101.8%
April	612	616	100.7%
May	612	611	99.8%
June	612	606	99.0%
July	612	598	97.7%
August	612	589	96.2%
September	612	585	95.6%
October	612	574	93.8%
November	612	577	94.3%
December	612	557	91.0%
	7344	7192	97.9%

FY 2025

Month	Total Units Approved	Total Units Leased	% Leased
October	612	578	94.4%
November	612	580	94.8%
December	612	566	92.5%
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			#DIV/0!
August			#DIV/0!
September			#DIV/0!
	5508	5032	91.4%

Total Units Leased will constantly change due to release of accounts or from prior months.

Program Utilization - Calendar Year 2024

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-24	(404,013.00)		(11.09)	(886.00)	415,718.00	1,516.00	12,323.91	103.0%	(9,616.00)	(684.74)	12,357.00	(50,000.00)	55,825.68
February-24	(404,013.00)		(14.44)	(945.25)	419,936.00	1,758.00	16,721.31	104.1%	(16,993.00)	(1,126.42)	12,563.00	(56,253.00)	60,912.29
March-24	(428,867.00)		18.90	(965.50)	441,262.00	2,165.00	13,613.40	103.2%	(10,746.00)	(745.72)	11,686.00	(50,000.00)	54,447.34
April-24	(428,867.00)		25.74	(1,310.88)	416,694.00	2,202.00	(11,256.14)	97.4%	(14,317.00)	(1,039.58)	12,960.00	(50,276.00)	60,937.35
May-24	(432,028.00)		-	(1,008.50)	417,590.00	1,843.00	(13,603.50)	96.9%	(12,839.00)	(984.79)	11,686.00	(50,276.00)	58,249.15
June-24	(430,888.00)		-	(998.50)	424,624.00	2,785.00	(4,477.50)	99.0%	(11,518.00)	(855.56)	15,197.00	(51,840.00)	53,173.78
July-24	(431,153.00)		-	(1,161.00)	409,258.00	2,961.00	(20,095.00)	95.4%	(11,527.00)	(932.77)	15,160.00	(74,406.00)	54,187.54
August-24	(430,071.00)		-	(1,142.00)	387,730.00	2,833.00	(40,650.00)	90.6%	(16,020.00)	(1,685.19)	14,504.00	(71,979.00)	57,149.25
September-24	(430,071.00)		-	(2,201.50)	457,137.00	3,993.00	28,857.50	106.7%	(17,337.00)	(1,121.06)	16,782.00	(51,840.00)	61,374.36
October-24	(430,071.00)		-	(868.00)	377,362.00	2,017.00	(51,560.00)	88.0%	(14,993.00)	(1,230.55)	17,297.00	(51,840.00)	56,566.49
November-24	(401,889.00)			(1,041.50)	393,079.00	1,854.00	(7,997.50)	98.0%	(21,010.00)	(1,427.51)	19,742.00	(52,315.00)	53,013.23
December-24	(394,754.00)			(882.50)	413,581.00	1,899.00	19,843.50	105.0%	(19,407.00)	(1,549.61)	18,650.00	(65,717.00)	52,325.59
TOTALS	**(5,046,685.00)**	**-**	**19.11**	**(13,411.13)**	**4,973,971.00**	**27,826.00**	**(58,280.02)**	**98.8%**	**(176,323.00)**	**(13,383.50)**	**178,584.00**	**(676,742.00)**	**678,162.05**
	(5,060,096.13)	-	-	-	5,001,797.00				(866,448.50)				856,746.05

Program Utilization - Fiscal Year 2025

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
October-24	(430,071.00)		-	(868.00)	377,362.00	2,017.00	(51,560.00)	88.0%	(14,993.00)	(1,230.55)	17,297.00	(51,840.00)	56,566.49
November-24	(401,889.00)			(1,041.50)	393,079.00	1,854.00	(7,997.50)	98.0%	(21,010.00)	(1,427.51)	19,742.00	(52,315.00)	53,013.23
December-24	(394,754.00)			(882.50)	413,581.00	1,899.00	19,843.50	105.0%	(19,407.00)	(1,549.61)	18,650.00	(65,717.00)	52,325.59
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							-	#DIV/0!					
August-25							-	#DIV/0!					
September-25							-	#DIV/0!					
TOTALS	**(3,586,508.00)**	**-**	**-**	**(9,352.00)**	**3,533,604.00**	**17,912.53**	**(44,343.47)**	**98.8%**	**(186,749.92)**	**(14,542.25)**	**182,780.95**	**(471,230.00)**	**468,492.63**
	(3,595,860.00)				3,551,516.53				(672,522.17)				651,273.58

Outgoing Ports

CY 2024

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	4	0
December	0	4	0

FY 2025

Month	# of Families Going out	# Billed	# Absorbed or Moved Back
October	0	4	0
November	0	4	0
December	1	4	1
January	0	4	0
February	0	4	0
March	0	4	0
April	0	3	0
May	0	3	0
June	3	3	0
July			
August			
September			

Incoming Ports

CY 2024

Month	# of Families Coming in	# Billed	# Absorbed @ EOM	# Terminated/ Port out
January	0	15	0	0
February	0	15	0	0
March	0	14	1	0
April	2	16	0	0
May	1	17	0	0
June	0	17	0	1
July	2	19	0	0
August	1	20	0	0
September	1	20	0	1
October	0	19	0	0
November	4	23	0	0
December	0	24	0	0

FY 2025

	# of Families Coming in	# Billed	# Absorbed @ EOM	# Terminated/ Port out
October	1	20	0	0
November	4	24	0	0
December	0	24	0	0
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				
August				
September				

Hard to House Families

CY 2024

January	3
February	4
March	3
April	3
May	3
June	6
July	5
August	4
September	4
October	8
November	5
December	0

FY 2025

October	8
November	5
December	4
January	2
February	3
March	5
April	3
May	3
June	4
July	
August	
September	

Hard to house is a family with 3 or more minors or a disabled person residing in the household.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.17. **7/22/2025**

Brazoria County Housing Choice Voucher FY 2026 Utility Allowances

Approve changes to Brazoria County Housing Choice Voucher Program's Utility Allowances for tenant furnished utilities and other services based on the 2025 Utility Cost Survey. Utility allowances are reviewed annually and the new allowances shall be effective October 1, 2025.

Utility Allowance Schedule
See Public Reporting and Instructions on back.

U.S Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
exp. 04/30/2026

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA	Unit Type	Date (mm/dd/yyyy)
Brazoria County Housing Authority	Apartment/Walk-Up	10/1/2025

Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas	$9.00	$10.00	$11.00	$12.00	$13.00	$14.00
	Bottled Gas	$36.00	$40.00	$43.00	$46.00	$49.00	$52.00
	Electric	$11.00	$13.00	$15.00	$18.00	$20.00	$23.00
	Electric – Heat Pump	$9.00	$11.00	$13.00	$15.00	$16.00	$18.00
	Fuel Oil						
	Other						
Cooking	Natural Gas	$3.00	$3.00	$4.00	$5.00	$7.00	$8.00
	Bottled Gas	$9.00	$9.00	$15.00	$21.00	$27.00	$30.00
	Electric	$7.00	$8.00	$12.00	$15.00	$19.00	$22.00
	Other						
Other Electric		$26.00	$30.00	$42.00	$54.00	$65.00	$77.00
Air Conditioning		$20.00	$23.00	$32.00	$41.00	$50.00	$59.00
Water Heating	Natural Gas	$5.00	$6.00	$9.00	$11.00	$14.00	$16.00
	Bottled Gas	$21.00	$24.00	$33.00	$43.00	$52.00	$64.00
	Electric	$15.00	$18.00	$23.00	$28.00	$32.00	$37.00
Water		$53.00	$55.00	$74.00	$92.00	$111.00	$129.00
Sewer		$29.00	$29.00	$35.00	$41.00	$47.00	$53.00
Trash Collection		$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
Other – specify	Electric Charge $9.68	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
Other- specify	Natural Gas Charge $10.21	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00
Range/Microwave		$11.00	$11.00	$11.00	$11.00	$11.00	$11.00
Refrigerator		$12.00	$12.00	$12.00	$12.00	$12.00	$12.00

Actual Family Allowances – May be used by the family to compute allowance while searching for a unit.

Head of Household Name

Unit Address

Number of Bedrooms

Utility/Service/Appliance	Allowance
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Other	
Range/Microwave	
Refrigerator	
Total	

Utility Allowance Schedule
See Public Reporting and Instructions on back.

U.S Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
exp. 04/30/2026

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA	Unit Type	Date (mm/dd/yyyy)
Brazoria County Housing Authority	Single- Family (Detached House)	10/1/2025

Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas	$13.00	$15.00	$16.00	$18.00	$19.00	$20.00
	Bottled Gas	$49.00	$61.00	$64.00	$70.00	$73.00	$76.00
	Electric	$21.00	$24.00	$27.00	$30.00	$33.00	$35.00
	Electric – Heat Pump	$13.00	$16.00	$19.00	$21.00	$23.00	$26.00
	Fuel Oil						
	Other						
Cooking	Natural Gas	$3.00	$3.00	$4.00	$5.00	$7.00	$8.00
	Bottled Gas	$9.00	$9.00	$15.00	$21.00	$27.00	$30.00
	Electric	$7.00	$8.00	$12.00	$15.00	$19.00	$22.00
	Other						
Other Electric		$38.00	$44.00	$61.00	$79.00	$96.00	$113.00
Air Conditioning		$15.00	$18.00	$41.00	$63.00	$85.00	$108.00
Water Heating	Natural Gas	$6.00	$8.00	$10.00	$14.00	$17.00	$21.00
	Bottled Gas	$24.00	$30.00	$40.00	$52.00	$67.00	$79.00
	Electric	$19.00	$22.00	$28.00	$34.00	$41.00	$47.00
Water		$53.00	$55.00	$74.00	$92.00	$111.00	$129.00
Sewer		$29.00	$29.00	$35.00	$41.00	$47.00	$53.00
Trash Collection		$25.00	$25.00	$25.00	25.00	$25.00	$25.00
Other – specify	Electric Charge: $9.68	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
Other – specify	Natural Gas Charge $20.21	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00
Range/Microwave		$11.00	$11.00	$11.00	$11.00	$11.00	$11.00
Refrigerator		$12.00	$12.00	$12.00	$12.00	$20.00	$20.00

Actual Family Allowances – May be used by the family to compute allowance while searching for a unit.

Head of Household Name

Unit Address

Number of Bedrooms

Utility/Service/Appliance	Allowance
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Other	
Range/Microwave	
Refrigerator	
Total	

PHAs must maintain a completed HUD Form-52667 Utility Allowance Schedule for each unit type that is typical in the PHA's jurisdiction. The utility allowance schedule is based on the typical cost of utilities and services paid by energy-conservation households that occupy housing of similar size and type in the same locality. In developing the schedule, the PHA must use normal patterns of consumption for the community as a whole and current utility rates.

This form includes the utilities that the PHA must consider: heating (space), cooking, other electric (e.g. lights, appliances, general usage), air conditioning (if the majority of housing units in the market provide centrally air-conditioned units or there is appropriate wiring for tenant-installed air conditioners), water heating, water, sewer, trash, the cost to provide a range, and the cost to provide a refrigerator. This form includes several fuel types, however, the PHA is not required to have a utility allowance for every fuel type listed on the form. The PHA is only required to have an allowance for the fuel types that are typical in the PHA's jurisdiction.

Electric resistance vs. electric heat pump: The most recent update to the HUD-52667 includes "Electric Heat Pump" as a fuel type under "Heating" and "Water Heating". PHAs may choose to provide an allowance on the schedule for electric (resistance), electric heat pump, or both. Heat pumps are more efficient and are associated with lower consumption. By adding this to the form, HUD is not requiring PHAs to consider both. This is up to the PHA, however, the HUD Utility Schedule Model tool available on HUDUser.gov provides an allowance for both electric resistance and electric heat pump.

Determining Allowances: In general, PHAs use local sources of information on the cost of utilities and services, such as:

1. Electric utility suppliers
2. Natural gas utility suppliers
3. Water and sewer suppliers
4. Fuel oil and bottled gas suppliers
5. Public service commissions
6. Real estate and property management firms
7. State and local agencies
8. Appliance sales and leasing firms

PHAs may use the HUD Utility Schedule Model (HUSM) available on HUDuser.org to determine their Utility Allowance Schedules. The tool uses geographic-specific utility consumption rates combined with user entered data on utility rates to determine the overall monthly allowance.

OMB Burden Statement: The public reporting burden for this information collection is estimated to be up to 0.25 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information collected is required to determine the amount of utility allowance necessary to calculate the family's tenant portion. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice: The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information collected specifies which utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied to the tenant. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.18. **7/22/2025**

Interlocal Agreement with the City of West Columbia No. IS25-0018

Interlocal Agreement with the City of West Columbia 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 attached Agreement, the city agrees to pay all material cost for requested roads.

The County Judge is authorized to sign the above-referenced Interlocal Agreement on behalf of the County.

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT
BETWEEN BRAZORIA COUNTY AND THE CITY OF WEST COLUMBIA
IS25-0018

This Agreement is made between BRAZORIA COUNTY and the CITY OF WEST COLUMBIA 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 §251.015, 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 perform work as requested 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.

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: _____

CITY OF WEST COLUMBIA

MAYOR

Date signed: July 7, 2025

By: _____

BRAZORIA COUNTY

COUNTY JUDGE

Date signed: _____

Exhibit 'A'

City of West Columbia

Interlocal Agreement Project Request Summary FY 25

STREET/LOCATION	LIMITS FROM	LIMITS TO	LENGTH FT	WIDTH FT	WORK DESCRIPTION	FOR OFFICE USE ONLY
Austin	N. 13th (FM 2852)	Dead End	1525	22	remove asphalt, repair base, asphalt 2"	
Washington	Austin	to end of easement	1055	22	remove asphalt, repair base, asphalt 2"	
Carver	Austin	to end of easement	820	22	remove asphalt, repair base, asphalt 2"	
Bennett	E. Jackson	Dead End	1300	22	remove asphalt, repair base, asphalt 2"	
Smith	Dow	Bennett	315	22	remove asphalt, repair base, asphalt 2"	
Dow	E. Jackson	Dead End	875	22	remove asphalt, repair base, asphalt 2"	
S. 14th St.	SH35 (E. Brazos)	Clay	450	22	remove asphalt, repair base, asphalt 2"	
N. 15th St.	SH35 (E. Brazos)	Jefferson	810	22	remove asphalt, repair base, asphalt 2"	
plus side ROW by Margarita Jones Parking Lot			140			
***(This cannot result in asphalt any higher or it will flood Republic BBQ)						
N. Broad	SH35 (E. Brazos)	E. Hamilton	350	22	remove asphalt, repair base, asphalt 2"	
S. 15th from	SH35 (E. Brazos)	E. Jackson	1150	22	remove asphalt, repair base, asphalt 2"	
S. Gray	E. Jackson	Sweeny	875	22	remove asphalt, repair base, asphalt 2"	

Note: Each page submitted must by approved by Mayor. Return to County Engineer

Approved by: Laurie B. Kincannon, Mayor

City of West Columbia

Interlocal Agreement Project Request Summary FY 25

STREET/LOCATION	LIMITS FROM	LIMITS TO	LENGTH FT	WIDTH FT	WORK DESCRIPTION	FOR OFFICE USE ONLY
South St	Jim Hogg	Gulf	780	22	remove asphalt, repair base, asphalt 2"	
Jefferson St. South side ditch borders American Legic	Veterans Memorial Dr.	N. 13th (FM 2852)	500		storm drainage/culverts clogged, will not drain Problem to be determined and remedied	

*to include driveway transitions/tapering and extending the corners at intersections so vehicles do not slide off into ditches/culverts.

Note: Each page submitted must by approved by Mayor. Return to County Engineer

Approved by: Laurie B. Kincannon, Mayor

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.19. **7/22/2025**

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 LIVERPOOL

Culvert Set - CR 171 and 6th Street

CITY OF OYSTER CREEK

Clean Ditch - 216 Allen Road

CITY OF RICHWOOD

Culvert Set - 33627 Blue Marlin

IB25-LI
(LIVERPOOL)
City ID Code 272

205

Tricia Simmons

From: Catherine Long <clong@cityofliverpooltexas.com>
Sent: Friday, July 11, 2025 11:37 AM
To: ENGINEER INTERLOCALS
Cc: Lowell Matheny; brandon Middleton
Subject: [EXTERNAL] Work order - place culverts at CR 171 and 6th Street

Good morning, Mayor Matheny would like to turn in the following workorder:

Place culverts at the corner of CR 171 and 6th Street.

Location: CR 171 and 6th Street (It's on a dedicated roadway, beside house number 9010 cry 171.)
Mark Peters
281-581-2826
2 culverts
18' diameter

There are 2 culverts currently there, they want to add to the 2 that are already there, however, the 2 that are already there in place are coming apart, so they need to be put back together and then the 2 new ones added to either side.

If you have any questions, please feel free to contact me.

I am available Monday – Thursday from 8:00 AM – 5:00 PM and Friday from 8:00 AM – 12:00 PM.

Thank you and have a great day. ☺

Catheirne 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 u
information that is privileged, confidential, or exempt from disclosure under a
that you are not authorized to read, review, distribute, or duplicate the informa
strictly prohibited. If you have received this information in error, please notify

This message has been prepared or disseminated using resou
County's policies on the use of County provided technology. E

AGREED _____
Brazoria County Engineer
Date Approved 7-22-25 Date Completed _____
WO# _____
COMMENTS _____

206

IB25-OC
(OYSTER CREEK)
City ID Code 277

Tricia Simmons

From: Andi Ford <andi@cityofoystercreek.com>
Sent: Wednesday, July 2, 2025 9:27 AM
To: ENGINEER INTERLOCALS
Subject: [EXTERNAL] 220 Allen - Ditchwork request

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning,

Ms. Natalie Wright came in yesterday and asked for help with her ditch. She said that it doesn't drain. She said that the problem with the ditch, she thinks, is in front of the telephone pole and gas line. It needs to be dug out. The problem area is located at 216 and 220 Allen Road. Ms. Natalie Wright 817-287-1982.
Thank You,

Andi Ford
City Secretary
City of Oyster Creek
(979)233-0243

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.

AGREED _____
Brazoria County Engineer
Date Approved 7-22-25 Date Completed _____
WO# _____
COMMENTS
_____
_____
_____
_____
_____

IB25-RI
(RICHWOOD)
City ID Code 733

207

Tricia Simmons

From: Kaytee Ellis <lellis@richwoodtx.gov>
Sent: Monday, July 7, 2025 4:42 PM
To: ENGINEER INTERLOCALS
Subject: [EXTERNAL] 33627 Blue Marlin culvert relocation

Follow Up Flag: Follow up
Flag Status: Flagged

Good Afternoon,

I have a builder requesting the following be relocated:

33627 Blue Marlin
Oliver Garcia
979-292-4912
Culvert relocation
4 – 24" culverts to be moved to staked location

THANK YOU,

Kaytee Ellis

City of Richwood
TEXAS

UTILITIES & PERMITTING
979-265-2082
lellis@richwoodtx.gov
www.RichwoodTX.gov
1800 N Brazosport Blvd.
Richwood, TX 77531

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AGREED _____
Brazoria County Engineer
Date Approved 7-22-25 Date Completed _____
WO# _____
COMMENTS

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.20. **7/22/2025**

Final Acceptance of Roads - Windrose Green Section Two - Abstract 318 (Precinct 2)

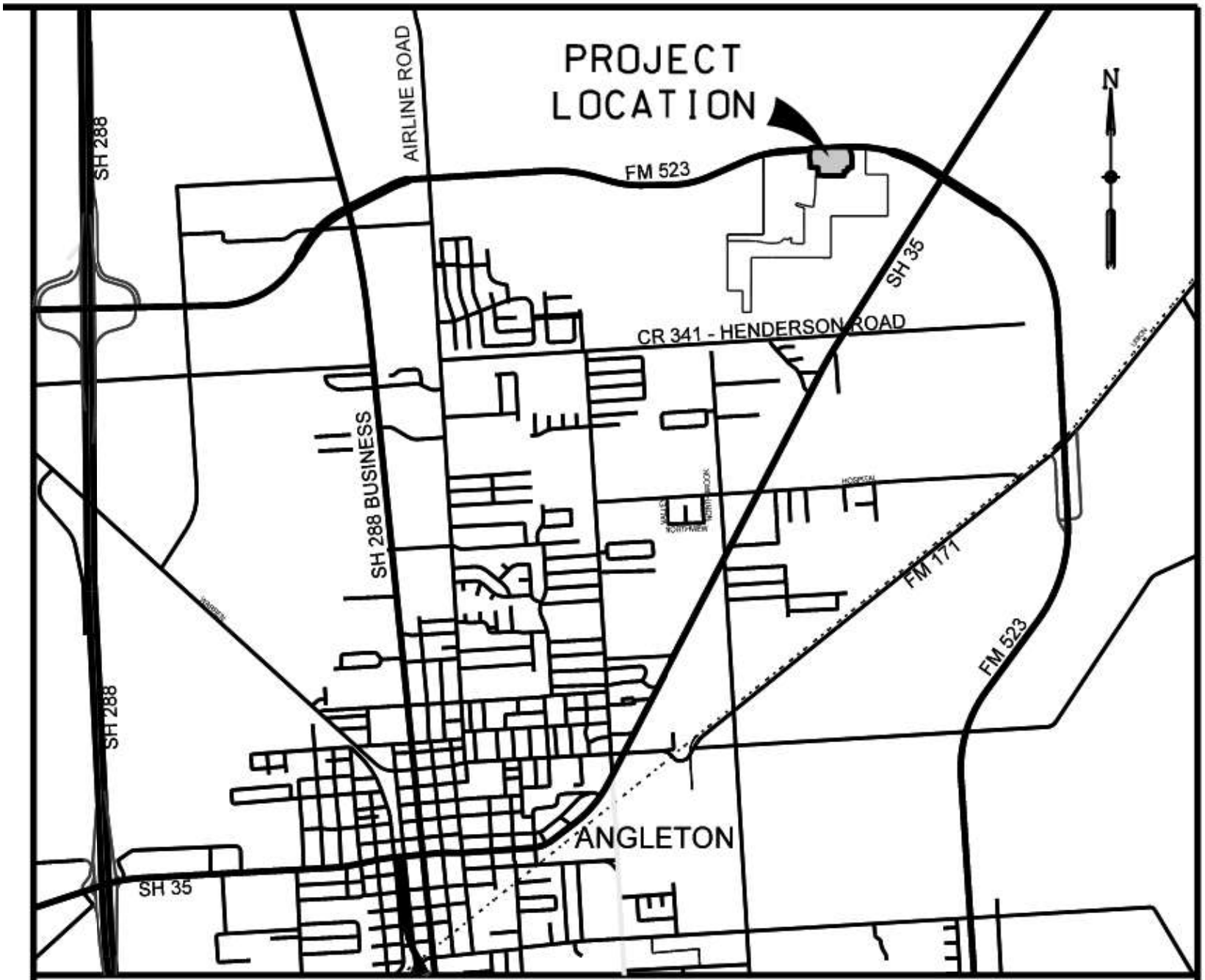
Whereas, the plat of Windrose Green Section Two - Abstract 318 (Precinct 2), was approved by the City of Angleton on September 19, 2023; and filed for record in Brazoria County Official Public Records, County Clerk's File #2023042778 on September 21, 2023; and

Whereas, this plat meets applicable criteria established by Commissioners Court Order 6.P.2. on February 9, 2021 for consideration under Brazoria County Subdivision Regulations adopted by Commissioners Court Order No. 49 on October 24, 2006; and

Whereas, the roads serving this section have now been constructed in accordance with the Brazoria County Subdivision Regulations; and

Whereas, the period of Maintenance has been successfully completed, said roads shall be accepted into the County Road System for maintenance beginning this day July 22, 2025.

CR #	Street Name	ROW	Length (FT)	Length (Mi)
CR 1451	Middle Lane Pass	60'	803.74'	0.1522
CR 1450	Cardinal Pointe Drive	60'	1246.61'	0.2361
CR 1319	Parks Edge Lane (ext)	60'	691.13'	0.1309



VICINITY MAP

N.T.S.

CR	STREET NAME	ROW WIDTH	LENGTH(FT.)	LENGTH (MI.)
CR 1451	Middle Lane Pass	60'	803.74'	0.1522
CR 1450	Cardinal Pointe Drive	60'	1246.61'	0.2361
CR 1319	Parks Edge Lane(ext)	60'	691.13'	0.1309

2023042778
Total Pages: 2

STATE OF TEXAS §
COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
THAT EMPTOR ANGLETON, LLC ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS WINDROSE GREEN SECTION TWO, A SUBDIVISION IN THE JURISDICTION OF THE CITY OF ANGLETON, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE, TO THE PUBLIC USE FOREVER, THE STREETS, ALLEYS AND PUBLIC PARKLAND SHOWN THEREON. THE STREETS, ALLEYS AND PARKLAND ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED FOR THE PUBLIC USE FOREVER, FOR THE PURPOSE INDICATED ON THE PLAT. NO BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER, OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED IN LANDSCAPE EASEMENTS, IF APPROVED BY THE CITY OF ANGLETON. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CITY OF ANGLETON'S USE THEREOF. THE CITY OF ANGLETON AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF ANGLETON AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

THIS PLAT IS HEREBY ADOPTED BY THE OWNERS AND APPROVED BY THE CITY OF ANGLETON (CALLED "CITY") SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE OWNERS, THEIR HEIRS, GRANTEES AND SUCCESSORS: THE PORTION OF THE PLAT CALLED "DRAINAGE AND DETENTION EASEMENT", THE DRAINAGE AND DETENTION EASEMENT WITHIN THE LIMITS OF THIS ADDITION, WILL REMAIN OPEN AT ALL TIMES AND WILL BE MAINTAINED IN A SAFE AND SANITARY CONDITION BY THE OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE AND DETENTION EASEMENT. THE CITY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID EASEMENT OR FOR ANY DAMAGE TO PRIVATE PROPERTY OR PERSON THAT RESULTS FROM CONDITIONS IN THE EASEMENT, OR FOR THE CONTROL OF EROSION. NO OBSTRUCTION TO THE NATURAL FLOW OF STORMWATER RUN-OFF SHALL BE PERMITTED BY CONSTRUCTION OF ANY TYPE OF BUILDING, FENCE, OR ANY OTHER STRUCTURE WITHIN THE DRAINAGE AND DETENTION EASEMENT AS HEREINABOVE DEFINED, UNLESS APPROVED BY THE CITY ENGINEER. PROVIDED, HOWEVER, IT IS UNDERSTOOD THAT IN THE EVENT IT BECOMES NECESSARY FOR THE CITY TO ERECT OR CONSIDER ERECTING ANY TYPE OF DRAINAGE STRUCTURE IN ORDER TO IMPROVE THE STORM DRAINAGE THAT MAY BE OCCASIONED BY THE CITY SHALL HAVE THE RIGHT TO ENTER UPON THE DRAINAGE AND DETENTION EASEMENT AT ANY POINT, OR JOINTS, TO INVESTIGATE, SURVEY OR TO ERECT, CONSTRUCT AND MAINTAIN ANY DRAINAGE FACILITY DEEMED NECESSARY FOR DRAINAGE PURPOSES. EACH PROPERTY OWNER SHALL KEEP THE DRAINAGE AND DETENTION EASEMENT CLEAN AND FREE OF DEBRIS, SILT, AND ANY SUBSTANCE WHICH WOULD RESULT IN UNSANITARY CONDITIONS OR OBSTRUCT THE FLOW OF WATER, AND THE CITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF INSPECTION AND SUPERVISION OF MAINTENANCE WORK BY THE PROPERTY OWNER TO ALLEVIATE ANY UNDESIRABLE CONDITIONS WHICH MAY OCCUR. THE NATURAL DRAINAGE THROUGH THE DRAINAGE AND DETENTION EASEMENT IS SUBJECT TO STORM WATER OVERFLOW AND NATURAL BANK EROSION TO AN EXTENT WHICH CANNOT BE DEFINITELY DEFINED. THE CITY SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OF ANY NATURE RESULTING FROM THE OCCURRENCE OF THESE NATURAL PHENOMENA, OR RESULTING FROM THE FAILURE OF ANY STRUCTURE, OR STRUCTURES, WITHIN THE EASEMENT.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

EMPTOR ANGLETON, LLC
A TEXAS LIMITED LIABILITY COMPANY

BY: CCDL VENTURES, LLC, MANAGER

BY: CONCOURSE COMPANIES, LLC, MANAGER

JORDAN MACK, MANAGER

STATE OF TEXAS §
COUNTY OF BRAZORIA §

BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED JORDAN MACK, MANAGER KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND, IN THE CAPACITY, THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 29 DAY OF August, 2023.

NOTARY PUBLIC
STATE OF TEXAS
Nora Lucia Garza
PRINT NAME
MY COMMISSION EXPIRES: 04-12-2027

NORA LUCIA GARZA
Notary Public, State of Texas
Comm. Expires 04-12-2027
Notary ID 131317277

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JOSEPH B. MAY, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION.

08-24-2023

JOSEPH B. MAY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5484

STATE OF TEXAS
JOSEPH B. MAY
5484
PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

THAT I, A. KHOSHAKHLAGH, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN PROVIDED IN THIS PLAT. TO THE BEST OF MY KNOWLEDGE, THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE ANGLETON LDC, EXCEPT FOR ANY VARIANCES THAT WERE EXPRESSLY GRANTED BY THE CITY COUNCIL. THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION.

A. KHOSHAKHLAGH, P.E.
TEXAS REGISTRATION NO. 101133

STATE OF TEXAS
A. KHOSHAKHLAGH
101133
LICENSED PROFESSIONAL ENGINEER
8/23/2023

APPROVED THIS 19th DAY OF September, 2023, BY THE PLANNING AND ZONING COMMISSION, CITY OF ANGLETON, TEXAS.

CHAIRMAN, PLANNING AND ZONING COMMISSION

CITY SECRETARY

APPROVED THIS 19th DAY OF September 2023 BY THE CITY COUNCIL, CITY OF ANGLETON, TEXAS.

MAYOR

CITY SECRETARY

STATE OF TEXAS §
COUNTY OF BRAZORIA §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 21st DAY OF September, 2023 BY

CITY SECRETARY, CITY OF ANGLETON, ON BEHALF OF THE CITY.

NOTARY PUBLIC
STATE OF TEXAS

KYLE WAYNE REYNOLDS
Notary ID #132146499
My Commission Expires
August 27, 2027

ANGLETON DRAINAGE DISTRICT

ANGLETON DRAINAGE DISTRICT ACCEPTED THIS THE 22nd DAY OF September, 2023 THE BOARD OF SUPERVISORS OF THE ANGLETON DRAINAGE DISTRICT DOES NOT WARRANT, REPRESENT, OR GUARANTEE:

1. THAT THE FACILITIES OUTSIDE THE BOUNDARIES OF THE SUBDIVISION PLAT ARE AVAILABLE TO RECEIVE RUNOFF FROM THE FACILITIES DESCRIBED IN THIS PLAT.
2. THAT DRAINAGE FACILITIES DESCRIBED IN THIS PLAT ARE ADEQUATE FOR RAINFALL IN EXCESS OF ANGLETON DRAINAGE DISTRICT MINIMUM REQUIREMENTS.
3. THAT BUILDING ELEVATION REQUIREMENTS HAVE BEEN DETERMINTED BY THE ANGLETON DRAINAGE DISTRICT.
4. THAT THE DISTRICT ASSUMES ANY RESPONSIBILITY FOR CONSTRUCTION, OPERATION OR MAINTENANCE OF SUBDIVISION DRAINAGE FACILITIES.

THE DISTRICT'S REVIEW IS BASED SOLELY ON THE DOCUMENTATION SUBMITTED FOR REVIEW, AND ON THE RELIANCE ON THE REPORT SUBMITTED BY THE TEXAS REGISTERED PROFESSIONAL ENGINEER.

THE DISTRICT'S REVIEW IS NOT INTENDED NOR WILL SERVE AS A SUBSTITUTION OF THE OVERALL RESPONSIBILITY AND/OR DECISION MAKING POWER OF THE PARTY SUBMITTING THE PLAT OR PLAN HEREIN, THEIR OR ITS PRINCIPALS OR AGENTS.

CHAIRMAN, BOARD OF SUPERVISORS

BOARD MEMBER

BOARD MEMBER

METES AND BOUNDS DESCRIPTION
13.23 ACRES

Being a 13.23-acre tract of land located in the T.S. Lee Survey, Abstract No. 318 in Brazoria County, Texas; said 13.23-acre tract being a part of a called 154.6-acre tract of land recorded in the name of Emptor Angleton, LLC, in File No. 2020013621 of the Official Public Records of Brazoria County (O.P.R.B.C.); said 13.23-acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, North American Datum 1983, South Central Zone):

Commencing at a 5/8-inch iron rod with cap stamped "Baker-Lawson" found at the northwest corner of said 154.6-acre tract, the northeast corner of a called 100.000 acre tract of land recorded in the name of Angleton Independent School District in File No. 2008002676 of the O.P.R.B.C., and the northwest corner of Windrose Green Section One, a subdivision recorded in Plat No. 2021062480 of the Brazoria County Plat Records, same being on the southerly right-of-way (R.O.W.) line of FM 523 (Highway 35 Bypass, 200 feet wide);

Thence, with said R.O.W. line and the northerly lines of said 154.6-acre tract and said Section One, 692.12 feet along the arc of a curve to the right, said curve having a central angle of 14 degrees 20 minutes 32 seconds, a radius of 2,764.93 feet and a chord that bears North 78 degrees 52 minutes 06 seconds East, a distance of 690.31 feet to a found TxDOT concrete monument;

Thence, continuing with said R.O.W. line and said northerly lines of the 154.6-acre tract and Section One, North 86 degrees 02 minutes 22 seconds East, a distance of 411.11 feet to the northeast corner of said Section One and the **Point of Beginning** the herein described tract;

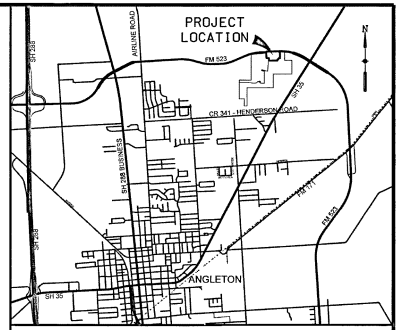
1. Thence, continuing with said R.O.W. line and said northerly line of the 154.6-acre tract, North 86 degrees 02 minutes 22 seconds East, a distance of 766.81 feet;
2. Thence, continuing with said R.O.W. line and said northerly line of the 154.6-acre tract, 141.66 feet along the arc of a curve to the right, said curve having a central angle of 02 degrees 56 minutes 08 seconds, a radius of 2,764.93 feet and a chord that bears North 87 degrees 30 minutes 26 seconds East, a distance of 141.65 feet;

Thence, through said 154.6-acre tract, the following thirteen (13) courses:

3. South 01 degrees 01 minutes 30 seconds East, a distance of 47.26 feet;
4. South 25 degrees 02 minutes 33 seconds East, a distance of 75.99 feet;
5. South 22 degrees 39 minutes 47 seconds East, a distance of 47.84 feet;
6. South 10 degrees 45 minutes 55 seconds East, a distance of 45.44 feet;
7. South 02 degrees 47 minutes 06 seconds East, a distance of 276.00 feet;
8. South 87 degrees 10 minutes 48 seconds West, a distance of 94.98 feet;
9. South 02 degrees 49 minutes 12 seconds East, a distance of 60.00 feet;
10. 39.39 feet along the arc of a curve to the left, said curve having a central angle of 90 degrees 16 minutes 22 seconds, a radius of 25.00 feet and a chord that bears South 42 degrees 11 minutes 51 seconds West, a distance of 35.44 feet;
11. South 87 degrees 12 minutes 54 seconds West, a distance of 60.00 feet;
12. South 02 degrees 47 minutes 06 seconds East, a distance of 98.83 feet;
13. South 87 degrees 12 minutes 54 seconds West, a distance of 456.00 feet;
14. South 89 degrees 13 minutes 19 seconds West, a distance of 100.06 feet;
15. South 87 degrees 10 minutes 48 seconds West, a distance of 50.00 feet to the easterly line of aforesaid Section One;

Thence, with the easterly line of said Section One, the following eleven (11) courses:

16. North 02 degrees 49 minutes 12 seconds West, a distance of 180.00 feet;
17. South 87 degrees 10 minutes 48 seconds West, a distance of 18.57 feet;
18. 103.61 feet along the arc of a curve to the right, said curve having a central angle of 06 degrees 07 minutes 13 seconds, a radius of 970.00 feet and a chord that bears North 89 degrees 45 minutes 35 seconds West, a distance of 103.56 feet;
19. North 86 degrees 41 minutes 59 seconds West, a distance of 63.29 feet;
20. North 00 degrees 44 minutes 14 seconds West, a distance of 121.27 feet;
21. North 12 degrees 46 minutes 37 seconds West, a distance of 95.66 feet;
22. North 06 degrees 02 minutes 37 seconds West, a distance of 50.00 feet;
23. North 01 degrees 45 minutes 07 seconds East, a distance of 45.42 feet;
24. North 11 degrees 02 minutes 56 seconds East, a distance of 120.31 feet;
25. North 44 degrees 04 minutes 08 seconds West, a distance of 5.92 feet;
26. North 03 degrees 57 minutes 38 seconds West, a distance of 25.00 feet to the **Point of Beginning** and containing 13.23 acres of land.



VICINITY MAP
N.T.S.

FINAL PLAT OF

WINDROSE GREEN SECTION TWO

BEING 13.23 ACRES

LOCATED IN THE
T. S. LEE SURVEY, A-318
BRAZORIA COUNTY, TEXAS

70 LOTS 2 BLOCKS 2 RESERVES

AUGUST, 2023

PLANNER:
META PLANNING + DESIGN
24275 KATY FREEWAY, SUITE 200
KATY, TEXAS 77494
Tel: 281-810-1422

OWNER:
EMPTOR ANGLETON, LLC.,
A TEXAS LIMITED LIABILITY COMPANY
4444 WESTHEIMER ROAD, STE. G325
HOUSTON, TEXAS 77063

ENGINEER/SURVEYOR:
Costello
COSTELLO, INC.
2107 CITYWEST BOULEVARD
3RD FLOOR
HOUSTON, TEXAS 77042
(713) 783-7788 FAX: 783-3580
TBPE FIRM REGISTRATION NO. 280
TBPLS FIRM REGISTRATION NO. 100486

SHEET 1 OF 2

M&B NO. 13940
S:\BRAZORIA COUNTY\WINDROSE GREEN PLATS\2020\62 SEC 2

210

ABBREVIATION TABLE	
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY
D.R.B.C.	DEED RECORDS BRAZORIA COUNTY
B.C.M.R.	BRAZORIA COUNTY MAP RECORDS
C.F. NO.	CLERK'S FILE NUMBER
CAB., SHT.	CABINET, SHEET
A.E.	AERIAL EASEMENT
U.E.	UTILITY EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
STM.S.E.	STORM SEWER EASEMENT
W.L.E.	WATER LINE EASEMENT
D.E.	DRAINAGE EASEMENT
ESMT.	EASEMENT
B.L.	BUILDING LINE
R.O.W.	RIGHT-OF-WAY
G.B.L.	GARAGE BUILDING LINE
P.L.E.	PIPELINE EASEMENT
E.E.	ELECTRICAL EASEMENT
T.B.A.	TO BE ABANDONED
P.O.B.	POINT OF BEGINNING

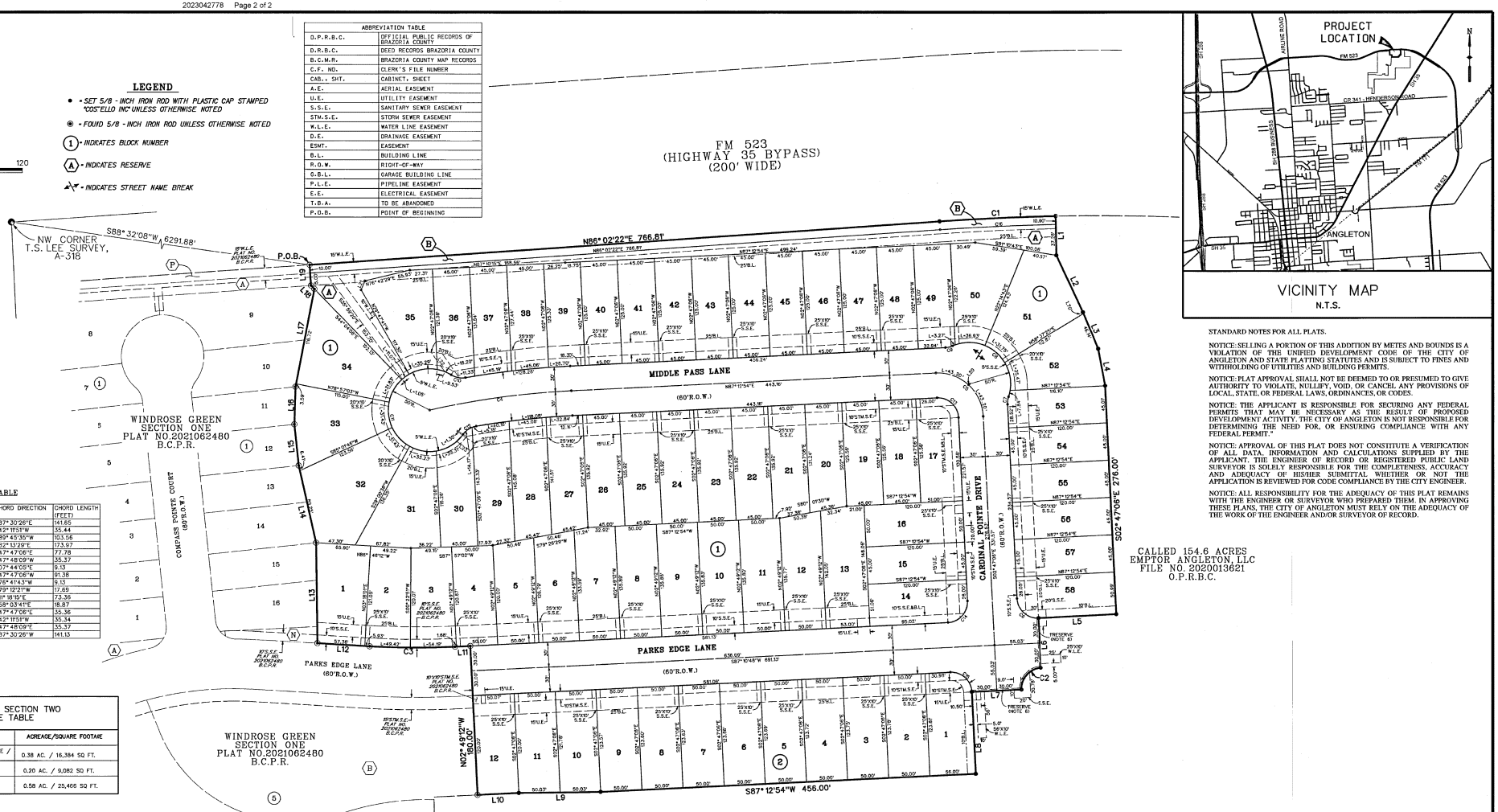
N

60 30 0 60 120

SCALE: 1"= 60'

LEGEND

- ● - SET 5/8 - INCH IRON ROD WITH PLASTIC CAP STAMPED "COSTELLO INC" UNLESS OTHERWISE NOTED
- ◉ - FOUND 5/8 - INCH IRON ROD UNLESS OTHERWISE NOTED
- (1) - INDICATES BLOCK NUMBER
- (A) - INDICATES RESERVE
- ⁂ - INDICATES STREET NAME BREAK



LINE DATA TABLE

NUMBER	DIRECTION	DISTANCE (FEET)
L1	S01° 0'30"E	47.26
L2	S25° 02'33"E	75.99
L3	S22° 39'47"E	47.84
L4	S30° 45'55"E	45.44
L5	S87° 10'48"W	94.98
L6	S02° 49'12"E	60.00
L7	S87° 12'54"W	60.00
L8	S02° 47'06"E	98.83
L9	S89° 13'19"W	100.06
L10	S87° 10'48"W	50.00
L11	S87° 10'48"W	18.57
L12	N86° 41'59"W	63.29
L13	N00° 44'13"W	121.27
L14	N12° 46'37"W	95.66
L15	N06° 02'37"W	50.00
L16	N01° 45'07"E	40.42
L17	N11° 02'56"E	120.31
L18	N44° 04'08"W	5.92
L19	N03° 57'38"W	25.00
L20	N42° 12'54"E	1.57
L21	N23° 27'24"E	11.97
L22	N35° 13'30"W	28.74
L23	S57° 00'28"E	20.51

CURVE DATA TABLE

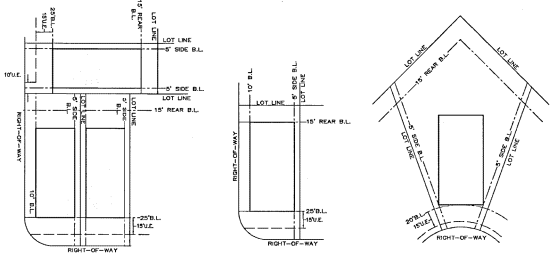
NUMBER	ARC LENGTH (FEET)	RADIUS (FEET)	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH (FEET)
C1	141.65	2764.93	2° 56' 8"	N87° 30'26"E	141.65
C2	39.39	25.00	90° 16' 22"	S42° 11'57"W	35.44
C3	103.61	970.00	6° 7' 13"	N85° 45'35"W	103.56
C4	174.19	1000.00	9° 58' 50"	N82° 13'29"E	173.97
C5	86.39	55.00	90° 0' 0"	S47° 47'06"E	77.78
C6	39.29	25.00	90° 2' 6"	N47° 48'09"W	35.37
C7	9.18	25.00	21° 2' 22"	N07° 44'05"E	9.13
C8	115.26	50.00	132° 4' 44"	N47° 47'06"W	91.38
C9	9.18	25.00	21° 2' 22"	S76° 41'43"W	9.15
C10	18.08	25.00	41° 25' 49"	N79° 12'21"W	17.69
C11	231.80	50.00	265° 37' 35"	S11° 18'15"E	73.36
C12	19.35	25.00	44° 21' 27"	N58° 03'47"E	18.87
C13	39.27	25.00	90° 0' 0"	S47° 47'06"E	35.36
C14	39.25	25.00	89° 57' 54"	S42° 11'59"W	35.34
C15	39.29	25.00	90° 2' 6"	S47° 48'09"E	35.37
C16	141.15	2754.93	2° 56' 8"	S87° 30'26"W	141.13

WINDROSE GREEN SECTION TWO RESERVE TABLE		
DESCRIPTION	LAND USE	ACREAGE/SQUARE FOOTARE
RESERVE "A"	LANDSCAPE / OPEN SPACE / DRAINAGE	0.38 AC. / 16,384 SQ FT.
RESERVE "B"	LANDSCAPE	0.20 AC. / 9,082 SQ FT.
TOTAL:		0.58 AC. / 25,466 SQ FT.

GENERAL NOTES:

1. ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDIN/TE SYSTEM (NAD83, 1993 ADJ.)SOUTH CENTRAL ZONE.
2. ALL EASEMENTS SHOWN ON LOT LINES ARE CENTERED UNLESS OTHERWISE NOTED.
3. EASEMENTS ARE HEREBY RESERVED AS SHOWN TO FACILITATE ROADWAYS, DRAINAGE, AND INSTALLATION OF UTILITIES, INCLUDING BUT NOT LIMITED TO ELECTRICAL LINES, WASTEWATER DISPOSAL LINES, GAS, AND WATER LINES. THERE IS ALSO A RESERVED TEN (10) FOOT STRIP CENTERED ALONG ALL TRACT LINES FOR A GENERAL DRAINAGE AND UTILITY EASEMENT.
4. ALL RESERVES SHALL BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION OR MUD.
5. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE DEDICATED TO THE PUBLIC AND SHALL BE MAINTAINED BY RANCHO ISABELLA MUNICIPAL UTILITY DISTRICT.
6. A ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY. THE CONDITIONS OF THIS DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RE-SUBDIVIDED IN A RECORDED PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS.
7. HORIZONTAL DATUM:
   ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), SOUTH CENTRAL ZONE.

   VERTICAL DATUM:
   ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), GEOID 12B, BASED ON ALLTERRA'S RTK NETWORK, STATIONS HAGS_1012 AND HCOG_14012.
8. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, TEXAS, MAP NUMBER 48039C0435 K, DATED DECEMBER 30, 2020 THIS PROPERTY LIES IN UNSHADED ZONE "X", WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.
9. NO PIPELINE OR PIPELINE EASEMENT EXISTS WITHIN THE BOUNDARIES OF THIS PLAT.
10. SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANGLETON, TEXAS AND OWNER.
11. RESERVE "A" WILL BE OWNED AND MAINTAINED BY THE RANCHO ISABELLA MUNICIPAL UTILITY DISTRICT.



2023042778
Brazoria County - Joyce Hudman, County Clerk
09/21/2023 09:31 AM
Total Pages: 2
Fee: 221.00
Joyce Hudman

STANDARD NOTES FOR ALL PLATS.

NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETON AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

NOTICE: PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES.

NOTICE: THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF ANGLETON IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT."

NOTICE: APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER.

NOTICE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF ANGLETON MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD.

FINAL PLAT OF

WINDROSE GREEN SECTION TWO

BEING 13.23 ACRES

LOCATED IN THE
T. S. LEE SURVEY, A-318
BRAZORIA COUNTY, TEXAS

70 LOTS 2 BLOCKS 2 RESERVE

SCALE: 1" - 60' AUGUST, 2023

OWNER:
EMPTOR ANGLETON, LLC.,
A TEXAS LIMITED LIABILITY COMPANY
4444 WESTHEIMER ROAD, STE. G325
HOUSTON, TEXAS 77063

PLANNER:
META PLANNING + DESIGN
24275 KATY FREEWAY, SUITE 200
KATY, TEXAS 77494
Tel: 281-810-1422

ENGINEER/SURVEYOR:
Costello
COSTELLO, INC.
2107 CITYWEST BOULEVARD
3RD FLOOR
HOUSTON, TEXAS 77042
(713) 783-7788 FAX: 783-3580
TBPE FIRM REGISTRATION NO. 280
TBPLS FIRM REGISTRATION NO. 100486

M&B NO. 129420
S:\BRAZORIA\COUNTY\WINDROSE GREEN PLATS\2020\62 SEC 2

SHEET 2 OF 2

211

PAPE-DAWSON ENGINEERS

July 7, 2025

Matt Hanks, JD, P.E.
Brazoria County Engineering Department
451 N Velasco, Suite 230
Angleton, Texas 77515

RE: Rancho Isabella Municipal Utility District
Final Acceptance for Windrose Green Section 2 Paving
PD Job No. 41622-01-590

Dear Mr. Hanks:

This letter is to inform you of our request for acceptance of the roads within Windrose Green Section 1, which consists of the following:

Street Name	R.O.W. Width (ft)	Length	
		(ft)	(mi.)
Parks Edge Lane	60	691.12	0.1309
Middle Pass Lane	60	701.2	0.1328
Cardinal Pointe Drive	60	311.17	0.0589

Windrose Green Section 2 roads were accepted into the one-year maintenance period by the Commissioners' Court of Brazoria County on September 21, 2023. The final inspection of the roads occurred on May 22, 2025, and Hurtado Construction Company satisfactorily addressed all the punch list items, which were verified by Brazoria County Engineering staff on June 30, 2025. A copy of the Final Street Acceptance Certificate is attached for reference.

Please feel free to contact our office if any further action is required on our end.

Sincerely,
Pape-Dawson Engineers

A. "Alex" Khoshakhlagh, P.E.
Senior Project Manager

Attachment

Cc: Ms. Megan Cook – Brazoria County Engineering

F:\Costello\WDrive\2020\2020162 Windrose Green Section 2 Paving\002 CPS\WRG2 Paving - Final Acceptance Request - Copy.docx

Costello

ENGINEER'S CERTIFICATE OF COMPLETION

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
ENGINEER'S CERTIFICATE OF COMPLETION OF WATER DISTRICT PROJECT

Name of District:
Rancho Isabella Municipal Utility District

Owner of property if other than District:
Emptor Angleton, LLC

Kind of project, contract identification:
Construction of Windrose Green Section Two (Paving Improvements)

Name of Contractor: Hurtado Construction Company

Name of Consulting Engineer: Costello, Inc.

Address of Consulting Engineer: 2107 CityWest Blvd, 3rd Floor
Houston, TX 77042

I certify that this project was 100% complete on August 9, 2023; that the project was under continual observation; that all observation of the work was performed by or under the supervision of A. "Alex" Khoshakhlagh, Licensed Professional Engineer; that to the best of my knowledge the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "record drawings" will be furnished to the District.

STATE OF TEXAS
A. KHOSHAKHLAGH
101133
LICENSED
PROFESSIONAL ENGINEER
7/7/2025

A. "Alex" Khoshakhlagh, P.E

W:\2020\2020162 Windrose Green Section 2 Paving\002 CPS\Pay Estimates\WRG2 Pav. - Certificate of Completion.docx

Costello

ENGINEER'S CERTIFICATE OF COMPLETION

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
ENGINEER'S CERTIFICATE OF COMPLETION OF WATER DISTRICT PROJECT

Name of District:
Rancho Isabella Municipal Utility District

Owner of property if other than District:
Emptor Angleton, LLC

Kind of project, contract identification:
Construction of Windrose Green Section Two (Paving Improvements)

Name of Contractor: Hurtado Construction Company

Name of Consulting Engineer: Costello, Inc.

Address of Consulting Engineer: 2107 CityWest Blvd, 3rd Floor
Houston, TX 77042

I certify that this project was 100% complete on August 9, 2023; that the project was under continual observation; that all observation of the work was performed by or under the supervision of A. "Alex" Khoshakhlagh, Licensed Professional Engineer; that to the best of my knowledge the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "record drawings" will be furnished to the District.

STATE OF TEXAS
A. KHOSHAKHLAGH
101133
LICENSED
PROFESSIONAL ENGINEER
7/7/2025

A. "Alex" Khoshakhlagh, P.E

W:\2020\2020162 Windrose Green Section 2 Paving\002 CPS\Pay Estimates\WRG2 Pav. - Certificate of Completion.docx

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.21. **7/22/2025**

Final Acceptance of Roads - Windrose Green Section Three - Abstract 318 (Precinct 2)

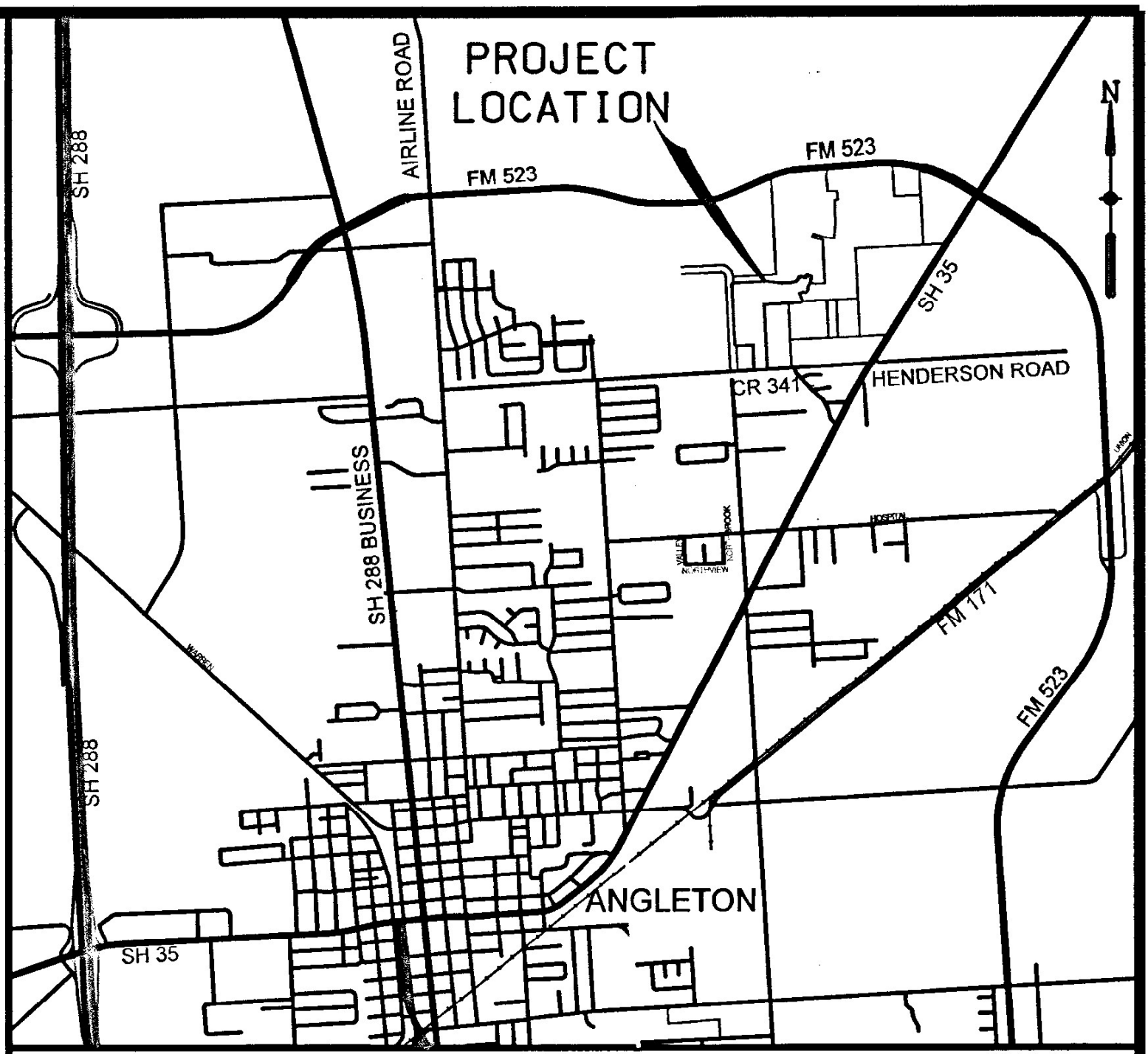
Whereas, the plat of Windrose Green Section Three - Abstract 318 (Precinct 2), was approved by the City of Angleton on September 19, 2023; and filed for record in Brazoria County Official Public Records, County Clerk's File #2023042781 on September 21, 2023; and

Whereas, this plat meets applicable criteria established by Commissioners Court Order 6.P.2. on February 9, 2021 for consideration under Brazoria County Subdivision Regulations adopted by Commissioners Court Order No. 49 on October 24, 2006; and

Whereas, the roads serving this section have now been constructed in accordance with the Brazoria County Subdivision Regulations; and

Whereas the period of Maintenance has been successfully completed, said roads shall be accepted into the County Road System for maintenance beginning this day July 22, 2025.

CR #	Street Name	ROW	Length (FT)	Length (Mi)
CR 1328	Windrose Bend (ext)	60'	1602.86'	0.3036
CR 1452	Summer Breeze Way	60'	1502.39'	0.2845
CR 1453	Savannah Rose Drive	60'	879.46'	0.1666
CR 1454	New Dawn Drive	60'	71.98'	0.0136
CR 1455	Gentle Wind Court	60'	509.62'	0.0965



VICINITY MAP

N.T.S.

2023042781
Total Pages: 3

STATE OF TEXAS §
COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
THAT EMPTOR ANGLETON, LLC, A TEXAS LIMITED LIABILITY COMPANY ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS WINDROSE GREEN SECTION THREE, A SUBDIVISION IN THE JURISDICTION OF THE CITY OF ANGLETON, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE, TO THE PUBLIC USE FOREVER, THE STREETS, ALLEYS AND PUBLIC PARKLAND SHOWN THEREON. THE STREETS, ALLEYS AND PARKLAND ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THE PLAT. NO BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER, OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED IN LANDSCAPE EASEMENTS, IF APPROVED BY THE CITY OF ANGLETON. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CITY OF ANGLETON'S USE THEREOF. THE CITY OF ANGLETON AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF ANGLETON AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

THIS PLAT IS HEREBY ADOPTED BY THE OWNERS AND APPROVED BY THE CITY OF ANGLETON (CALLED "CITY") SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE OWNERS, THEIR HEIRS, GRANTEES AND SUCCESSORS: THE PORTION OF THE PLAT CALLED "DRAINAGE AND DETENTION EASEMENT" THE DRAINAGE AND DETENTION EASEMENT WITHIN THE LIMITS OF THIS ADDITION, WILL REMAIN OPEN AT ALL TIMES AND WILL BE MAINTAINED IN A SAFE AND SANITARY CONDITION BY THE OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE AND DETENTION EASEMENT. THE CITY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID EASEMENT OR FOR ANY DAMAGE TO PRIVATE PROPERTY OR PERSON THAT RESULTS FROM CONDITIONS IN THE EASEMENT, OR FOR THE CONTROL OF EROSION. NO OBSTRUCTION TO THE NATURAL FLOW OF STORMWATER RUN-OFF SHALL BE PERMITTED BY CONSTRUCTION OF ANY TYPE OF BUILDING, FENCE, OR ANY OTHER STRUCTURE WITHIN THE DRAINAGE AND DETENTION EASEMENT AS HEREINABOVE DEFINED, UNLESS APPROVED BY THE CITY ENGINEER, PROVIDED, HOWEVER, IT IS UNDERSTOOD THAT IN THE EVENT IT BECOMES NECESSARY FOR THE CITY TO ERECT OR CONSIDER ERECTING ANY TYPE OF DRAINAGE STRUCTURE IN ORDER TO IMPROVE THE STORM DRAINAGE THAT MAY BE OCCASIONED BY THE CITY SHALL HAVE THE RIGHT TO ENTER UPON THE DRAINAGE AND DETENTION EASEMENT AT ANY POINT, OR POINTS, TO INVESTIGATE, SURVEY OR TO ERECT, CONSTRUCT AND MAINTAIN ANY DRAINAGE FACILITY DEEMED NECESSARY FOR DRAINAGE PURPOSES. EACH PROPERTY OWNER SHALL KEEP THE DRAINAGE AND DETENTION EASEMENT CLEAN AND FREE OF DEBRIS, SILT, AND ANY SUBSTANCE WHICH WOULD RESULT IN UNSANITARY CONDITIONS OR OBSTRUCT THE FLOW OF WATER, AND THE CITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF INSPECTION AND SUPERVISION OF MAINTENANCE WORK BY THE PROPERTY OWNER TO ALLEVIATE ANY UNDESIRABLE CONDITIONS WHICH MAY OCCUR THE NATURAL DRAINAGE THROUGH THE DRAINAGE AND DETENTION EASEMENT IS SUBJECT TO STORM WATER OVERFLOW AND NATURAL BANK EROSION TO AN EXTENT WHICH CANNOT BE DEFINITELY DEFINED. THE CITY SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OF ANY NATURE RESULTING FROM THE OCCURRENCE OF THESE NATURAL PHENOMENA, OR RESULTING FROM THE FAILURE OF ANY STRUCTURE, OR STRUCTURES, WITHIN THE EASEMENT.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

EMPTOR ANGLETON, LLC
A TEXAS LIMITED LIABILITY COMPANY

BY: CCDL VENTURES, LLC, MANAGER

BY: CONCOURSE COMPANIES, LLC, MANAGER

JORDAN MACK, MANAGER

STATE OF TEXAS §
COUNTY OF BRAZORIA §

BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED JORDAN MACK, MANAGER KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND, IN THE CAPACITY, THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 29 DAY OF August, 2023.

NOTARY PUBLIC
STATE OF TEXAS
Nora Lucia Garza
PRINT NAME
MY COMMISSION EXPIRES: 04-12-2027

NORA LUCIA GARZA
Notary Public, State of Texas
Comm. Expires 04-12-2027
Notary ID: 131971277

ANGLETON DRAINAGE DISTRICT

ANGLETON DRAINAGE DISTRICT ACCEPTED THIS THE 12th DAY OF September, 2023. THE BOARD OF SUPERVISORS OF THE ANGLETON DRAINAGE DISTRICT DOES NOT WARRANT, REPRESENT, OR GUARANTEE:

1. THAT THE FACILITIES OUTSIDE THE BOUNDARIES OF THE SUBDIVISION PLAT ARE AVAILABLE TO RECEIVE RUNOFF FROM THE FACILITIES DESCRIBED IN THIS PLAT.
2. THAT DRAINAGE FACILITIES DESCRIBED IN THIS PLAT ARE ADEQUATE FOR RAINFALL IN EXCESS OF ANGLETON DRAINAGE DISTRICT MINIMUM REQUIREMENTS.
3. THAT BUILDING ELEVATION REQUIREMENTS HAVE BEEN DETERMINTED BY THE ANGLETON DRAINAGE DISTRICT.
4. THAT THE DISTRICT ASSUMES ANY RESPONSIBILITY FOR CONSTRUCTION, OPERATION OR MAINTENANCE OF SUBDIVISION DRAINAGE FACILITIES.

THE DISTRICT'S REVIEW IS BASED SOLELY ON THE DOCUMENTATION SUBMITTED FOR REVIEW, AND ON THE REPORT SUBMITTED BY THE TEXAS REGISTERED PROFESSIONAL ENGINEER.

THE DISTRICT'S REVIEW IS NOT INTENDED NOR WILL SERVE AS A SUBSTITUTION OF THE OVERALL RESPONSIBILITY AND/OR DECISION MAKING POWER OF THE PARTY SUBMITTING THE PLAT OR PLAN HEREIN, THEIR OR ITS PRINCIPALS OR AGENTS.

CHAIRMAN, BOARD OF SUPERVISORS

BOARD MEMBER

BOARD MEMBER

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JOSEPH B. MAY, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION.

08-24-2023

JOSEPH B. MAY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5484

STATE OF TEXAS
JOSEPH B. MAY
5484
PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

THAT I, A. KHOSHAKHLAGH, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN PROVIDED IN THIS PLAT. TO THE BEST OF MY KNOWLEDGE, THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE ANGLETON LDC, EXCEPT FOR ANY VARIANCES THAT WERE EXPRESSLY GRANTED BY THE CITY COUNCIL.

A. KHOSHAKHLAGH, P.E.
TEXAS REGISTRATION NO. 101133

STATE OF TEXAS
A. KHOSHAKHLAGH
101133
LICENCED
PROFESSIONAL ENGINEER
8/23/2023

APPROVED THIS 19th DAY OF September 2023, BY THE PLANNING AND ZONING COMMISSION, CITY OF ANGLETON, TEXAS.

CHAIRMAN, PLANNING AND ZONING COMMISSION

MICHELLE PEREZ, TRMC, CITY SECRETARY

APPROVED THIS 19th DAY OF September 2023, BY THE CITY COUNCIL, CITY OF ANGLETON, TEXAS.

~~MASON PEREZ~~, MAYOR

MICHELLE PEREZ, TRMC, CITY SECRETARY

STATE OF TEXAS §
COUNTY OF BRAZORIA §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 21st DAY OF September, 2023, BY _____, ~~CITY SECRETARY~~, CITY OF ANGLETON, ON BEHALF OF THE CITY.

KYLE WAYNE REYNOLDS
Notary ID #132146499
My Commission Expires
August 27, 2027

METES AND BOUNDS DESCRIPTION
23.70 ACRES

Being a 23.70-acre tract of land located in the T.S. Lee Survey, Abstract No. 318 in Brazoria County, Texas; said 23.70-acre tract being a portion of a called 154.6-acre tract of land recorded in the name of Emptor Angleton, LLC, in Instrument No. 2020013621 of the Official Public Records of Brazoria County (O.P.R.B.C.); said 23.70-acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, North American Datum 1983 (NAD 83), South Central Zone):

Beginning at a 1/2-inch iron rod found the southeast corner of a called of a called 4.0174-acre tract of land recorded in the name of Good Shepherd Lutheran Church in Volume 86288, Page 254 of the Official Records of Brazoria County (O.R.B.C.) and the southwesterly exterior corner of said 154.6-acre tract, and being on the northerly right-of-way line of Henderson Road (80.00 feet wide);

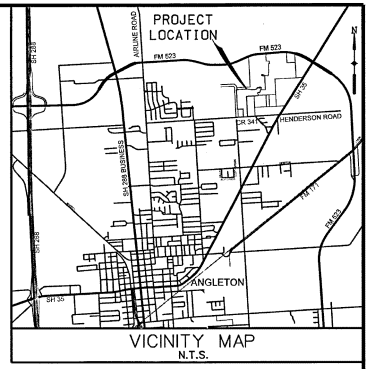
1. Thence, with the westerly line of said 154.6-acre tract and the easterly line of said 4.0174-acre tract, North 02 degrees 46 minutes 29 seconds West, a distance of 500.35 feet to a 1/2-inch iron rod inside a 4-inch iron pipe found at an interior corner of said 154.6-acre tract and the northeast corner of said 4.0174-acre tract;
2. Thence, with a southerly line of said 154.6-acre tract and the northerly line of said 4.0174-acre tract, South 87 degrees 07 minutes 32 seconds West, a distance of 350.09 feet to an easterly line of a called 9.032-acre tract of land recorded in the name of Angleton Drainage District in Volume 86329, Page 340 of the O.R.B.C.;
3. Thence, with the westerly line of said 154.6-acre tract and said easterly line of the 9.032-acre tract, North 02 degrees 53 minutes 17 seconds West, a distance of 1,157.44 feet to the southwest corner of Reserve "M" of Windrose Green Section One, a subdivision recorded in Plat No. 2021062480 of the Brazoria County Plat Records;

Thence, with the south line of said Reserve "M", the following eleven (11) courses:

4. North 87 degrees 09 minutes 48 seconds East, a distance of 658.12 feet;
5. South 81 degrees 53 minutes 56 seconds East, a distance of 196.45 feet;
6. South 83 degrees 12 minutes 15 seconds East, a distance of 78.77 feet;
7. South 88 degrees 16 minutes 59 seconds East, a distance of 78.13 feet;
8. North 86 degrees 25 minutes 02 seconds East, a distance of 78.13 feet;
9. North 81 degrees 27 minutes 27 seconds East, a distance of 78.15 feet;
10. North 70 degrees 38 minutes 37 seconds East, a distance of 72.88 feet;
11. North 44 degrees 06 minutes 33 seconds East, a distance of 69.78 feet;
12. North 21 degrees 44 minutes 36 seconds East, a distance of 32.57 feet;
13. North 62 degrees 31 minutes 20 seconds East, a distance of 15.14 feet;
14. South 76 degrees 41 minutes 55 seconds East, a distance of 115.00 feet to an east line of said Reserve "M";
15. Thence, with an east line of said Reserve "M", 31.77 feet along the arc of a curve to the left, said curve having a central angle of 06 degrees 44 minutes 33 seconds, a radius of 270.00 feet and a chord that bears North 09 degrees 55 minutes 49 seconds East, a distance of 31.75 feet;
16. Thence, continuing with said east line of Reserve "M", 19.31 feet along the arc of a curve to the left, said curve having a central angle of 00 degrees 37 minutes 30 seconds, a radius of 1,770.00 feet and a chord that bears North 06 degrees 14 minutes 47 seconds East, a distance of 19.31 feet to the southeast corner of Reserve "K" of aforesaid Windrose Green Section One, same being the south terminus of Windrose Bend (60' wide) of said Section One;
17. Thence, with the south terminus of said Windrose Bend, South 84 degrees 03 minutes 57 seconds East, a distance of 60.00 feet to the west line of Reserve "D" of said Windrose Green Section One;
18. Thence, with the west line of said Reserve "D", 19.96 feet along the arc of a curve to the right, said curve having a central angle of 00 degrees 37 minutes 30 seconds, a radius of 1,830.00 feet and a chord that bears South 06 degrees 14 minutes 47 seconds West, a distance of 19.96 feet;
19. Thence, continuing with said west line, at 84.26 feet along the arc of a curve to the right, to the southwest corner of Reserve "D", continuing a total distance of 179.28 feet, through aforesaid 154.6 acre tract, said curve having a central angle of 31 degrees 07 minutes 38 seconds, a radius of 330.00 feet and a chord that bears South 22 degrees 07 minutes 21 seconds West, a distance of 177.08 feet;

Thence, through said 154.6 acre tract, the following seven (7) courses:

20. 44.15 feet along the arc of a curve to the left, said curve having a central angle of 101 degrees 11 minutes 11 seconds, a radius of 25.00 feet and a chord that bears South 12 degrees 54 minutes 25 seconds East, a distance of 38.63 feet;
21. South 26 degrees 29 minutes 59 seconds West, a distance of 60.00 feet;
22. 37.53 feet along the arc of a curve to the right, said curve having a central angle of 06 degrees 30 minutes 57 seconds, a radius of 330.00 feet and a chord that bears North 60 degrees 14 minutes 32 seconds West, a distance of 37.51 feet;
23. 29.10 feet along the arc of a curve to the left, said curve having a central angle of 66 degrees 41 minutes 16 seconds, a radius of 25.00 feet and a chord that bears South 89 degrees 40 minutes 19 seconds West, a distance of 27.48 feet;
24. 100.13 feet along the arc of a curve to the right, said curve having a central angle of 17 degrees 23 minutes 09 seconds, a radius of 330.00 feet and a chord that bears South 65 degrees 01 minutes 15 seconds West, a distance of 99.75 feet;
25. South 22 degrees 25 minutes 04 seconds East, a distance of 160.17 feet;
26. South 02 degrees 47 minutes 14 seconds East, a distance of 15.00 feet to a southerly line of aforesaid 154.6-acre tract and the northerly line of a called 12.40-acre tract of land recorded in the name of Wesley Johnson in Instrument No. 2002052985 of the O.R.B.C.;
27. Thence, with the common line of said 154.6-acre tract and said 12.40-acre tract, South 87 degrees 12 minutes 46 seconds West, a distance of 241.63 feet to a 3/4-inch iron pipe found at an interior corner of said 154.6-acre tract, the northwest corner of said 12.40-acre tract, and the northeast corner of a called 14.571-acre tract of land recorded in the name of E. J. King, Sr. and Jackie M. King in Instrument No. 2014054480 of the O.P.R.B.C.;
28. Thence, continuing with said southerly line of the 154.6-acre tract and with the northerly line of said 14.571-acre tract, South 87 degrees 15 minutes 57 seconds West, a distance of 499.89 feet to a 5/8-inch iron rod found at the northwest corner of said 14.571-acre tract;
29. Thence, with an easterly line of said 154.6-acre tract and the westerly line of said 14.571-acre tract, South 02 degrees 45 minutes 27 seconds East, a distance of 1,271.10 feet to a 5/8-inch iron rod found on the northerly right-of-way line of aforesaid Henderson Road;
30. Thence, with the southerly line of said 154.6-acre tract and said northerly right-of-way line of Henderson Road, North 87 degrees 06 minutes 09 seconds West, a distance of 198.28 feet to the **Point of Beginning** and containing 23.70 acres of land.



NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ANGLETON AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

NOTICE: PLAT APPROVAL SHALL NOT BE DEEMED TO OR PRESUMED TO GIVE AUTHORITY TO VIOLATE, NULLIFY, VOID, OR CANCEL ANY PROVISIONS OF LOCAL, STATE, OR FEDERAL LAWS, ORDINANCES, OR CODES.

NOTICE: THE APPLICANT IS RESPONSIBLE FOR SECURING ANY FEDERAL PERMITS THAT MAY BE NECESSARY AS THE RESULT OF PROPOSED DEVELOPMENT ACTIVITY. THE CITY OF ANGLETON IS NOT RESPONSIBLE FOR DETERMINING THE NEED FOR, OR ENSURING COMPLIANCE WITH ANY FEDERAL PERMIT."

NOTICE: APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD OR REGISTERED PUBLIC LAND SURVEYOR IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY THE CITY ENGINEER.

NOTICE: ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER OR SURVEYOR WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF ANGLETON MUST RELY ON THE ADEQUACY OF THE WORK OF THE ENGINEER AND/OR SURVEYOR OF RECORD.

CR	STREET NAME	ROW WIDTH	LENGTH(FT)	LENGTH(MI)
CR 1328	Windrose Bend(ext)	60'	1602.86'	0.3036
CR 1452	Summer Breeze Way	60'	1502.39'	0.2845
CR 1453	Savannah Rose Drive	60'	879.46'	0.1666
CR 1454	New Dawn Drive	60'	71.98'	0.0136
CR 1455	Gentle Wind Court	60'	509.62'	0.0965

FINAL PLAT OF WINDROSE GREEN SECTION THREE

BEING 23.70 ACRES

LOCATED IN THE
T. S. LEE SURVEY, A-318
BRAZORIA COUNTY, TEXAS

122 LOTS 3 BLOCKS 4 RESERVES

AUGUST, 2023

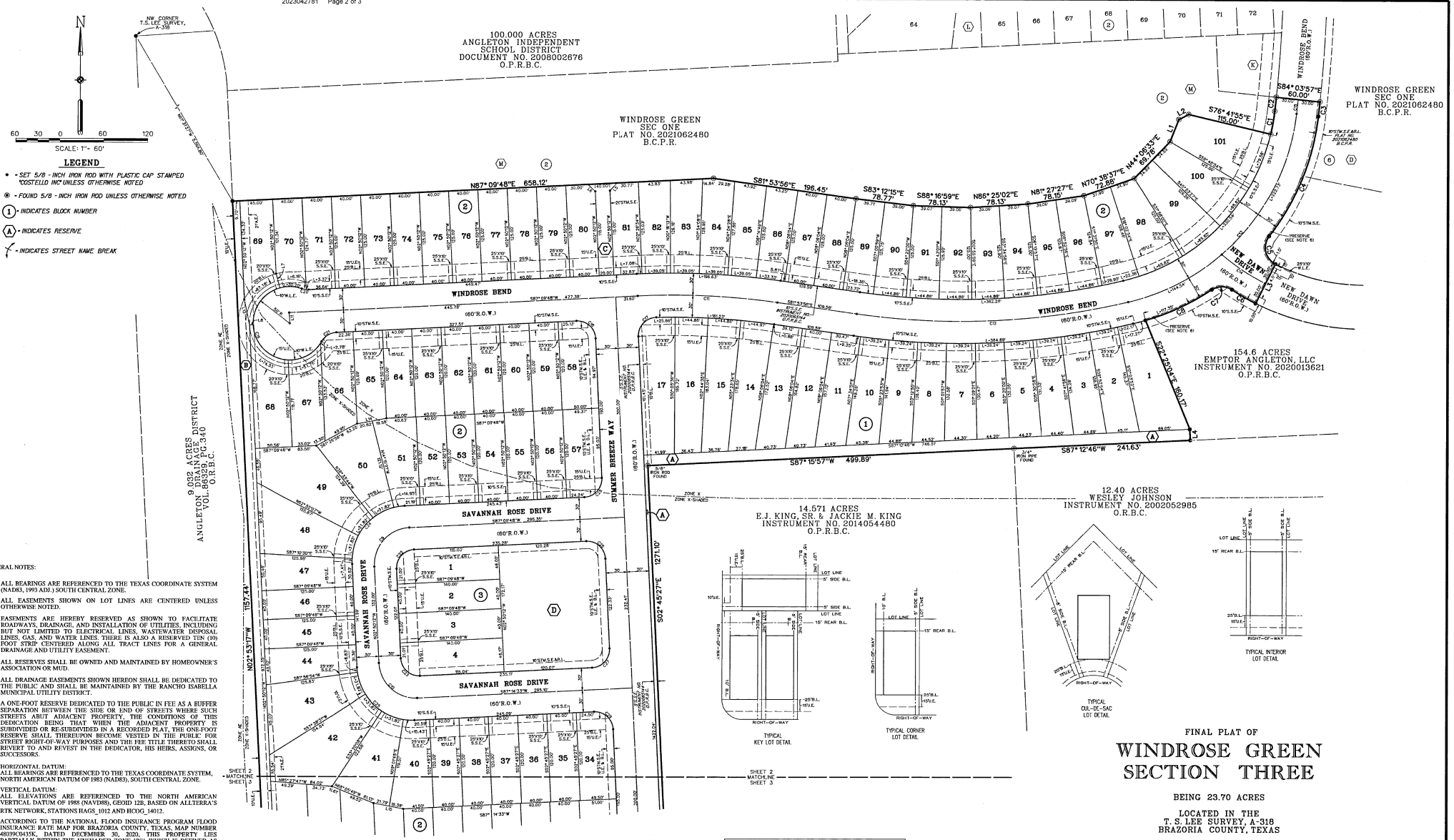
OWNER:
EMPTOR ANGLETON, LLC.,
A TEXAS LIMITED LIABILITY COMPANY
4444 WESTHEIMER ROAD, STE. G325
HOUSTON, TEXAS 77063

META PLANNING+DESIGN
24275 KATY FREEWAY, SUITE 200
KATY, TEXAS 77494
Tel: 281-810-1422

ENGINEER/SURVEYOR:
Costello
COSTELLO, INC.
2107 CITYWEST BOULEVARD
3RD FLOOR
HOUSTON, TEXAS 77042
(713) 783-7788 FAX: 783-3580
TBPE FIRM REGISTRATION NO. 280
TBPLS FIRM REGISTRATION NO. 100486

SHEET 1 OF 3

2023042781 Page 2 of 3



GENERAL NOTES:

1. ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM (NAD83, 1993 ADJ.) SOUTH CENTRAL ZONE.
2. ALL EASEMENTS SHOWN ON LOT LINES ARE CENTERED UNLESS OTHERWISE NOTED.
3. EASEMENTS ARE HEREBY RESERVED AS SHOWN TO FACILITATE ROADWAYS, DRAINAGE, AND INSTALLATION OF UTILITIES, INCLUDING BUT NOT LIMITED TO ELECTRICAL LINES, WASTEWATER DISPOSAL LINES, GAS, AND WATER LINES. THERE IS ALSO A RESERVED TEN (10) FOOT STRIP CENTERED ALONG ALL TRACT LINES FOR A GENERAL DRAINAGE AND UTILITY EASEMENT.
4. ALL RESERVES SHALL BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION OR MUD.
5. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE DEDICATED TO THE PUBLIC AND SHALL BE MAINTAINED BY THE RANCHO ISABELLA MUNICIPAL UTILITY DISTRICT.
6. A ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ABUT ADJACENT PROPERTY. THE CONDITIONS OF THIS DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RE-SUBDIVIDED IN A RECORDED PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS.
7. HORIZONTAL DATUM:
ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), SOUTH CENTRAL ZONE.

VERTICAL DATUM:
ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), GEOID 12B, BASED ON ALLTERRA'S RTK NETWORK, STATIONS HAGS_1012 AND HCOG_14012.
8. ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, TEXAS, MAP NUMBER 48039C0345K, DATED DECEMBER 30, 2020, THIS PROPERTY LIES PARTIALLY WITHIN THE UNSHADED ZONE "X", WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN, THE SHADED ZONE "X" WHICH IS DEFINED AS AREAS DETERMINED TO BE INSIDE THE 500-YEAR FLOOD PLAIN, AS WELL AS ZONE "AE", WHICH IS DEFINED AS AREAS DETERMINED TO BE WITHIN THE FLOODPLAIN WITH BASE FLOOD ELEVATION OF 26 FEET.
9. NO PIPELINE OR PIPELINE EASEMENT EXISTS WITHIN THE BOUNDARIES OF THIS PLAT.
10. SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANGLETON, TEXAS AND OWNER.
11. RESERVES "A", "B" AND "C" WILL BE OWNED AND MAINTAINED BY THE RANCHO ISABELLA MUNICIPAL UTILITY DISTRICT.
12. RESERVE "D" WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

WINDROSE GREEN SECTION THREE RESERVE TABLE		
DESCRIPTION	LAND USE	ACREAGE/SQUARE FOOTAGE
RESERVE "A"	LANDSCAPE / OPEN SPACE / DRAINAGE	0.40 AC. / 17,361 SQ FT.
RESERVE "B"	LANDSCAPE / OPEN SPACE / DRAINAGE	0.76 AC. / 33,046 SQ FT.
RESERVE "C"	LANDSCAPE / OPEN SPACE / DRAINAGE	0.06 AC. / 2,600 SQ FT.
RESERVE "D"	PARK	0.57 AC. / 24,743 SQ FT.
TOTAL:		1.79 AC. / 77,750 SQ FT.

ABBREVIATION TABLE	
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY
D.R.B.C.	DEED RECORDS BRAZORIA COUNTY
B.C.P.R.	BRAZORIA COUNTY PLAT RECORDS
C.F. NO.	CLERK'S FILE NUMBER
A.E.	AERIAL EASEMENT
U.E.	UTILITY EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
STM.S.E.	STORM SEWER EASEMENT
W.L.E.	WATER LINE EASEMENT
D.E.	DRAINAGE EASEMENT
ESMT.	EASEMENT
B.L.	BUILDING LINE
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
O.R.B.C.	OFFICIAL RECORDS OF BRAZORIA COUNTY
F.F.E.	FINISHED FLOOR ELEVATION

FINAL PLAT OF

WINDROSE GREEN SECTION THREE

BEING 23.70 ACRES

LOCATED IN THE T. S. LEE SURVEY, A-318 BRAZORIA COUNTY, TEXAS

122 LOTS 3 BLOCKS 4 RESERVES

SCALE: 1" - 60' AUGUST, 2023

PLANNER:
META PLANNING + DESIGN
24275 KATY FREEWAY, SUITE 200
KATY, TEXAS 77494
Tel: 281-810-1422

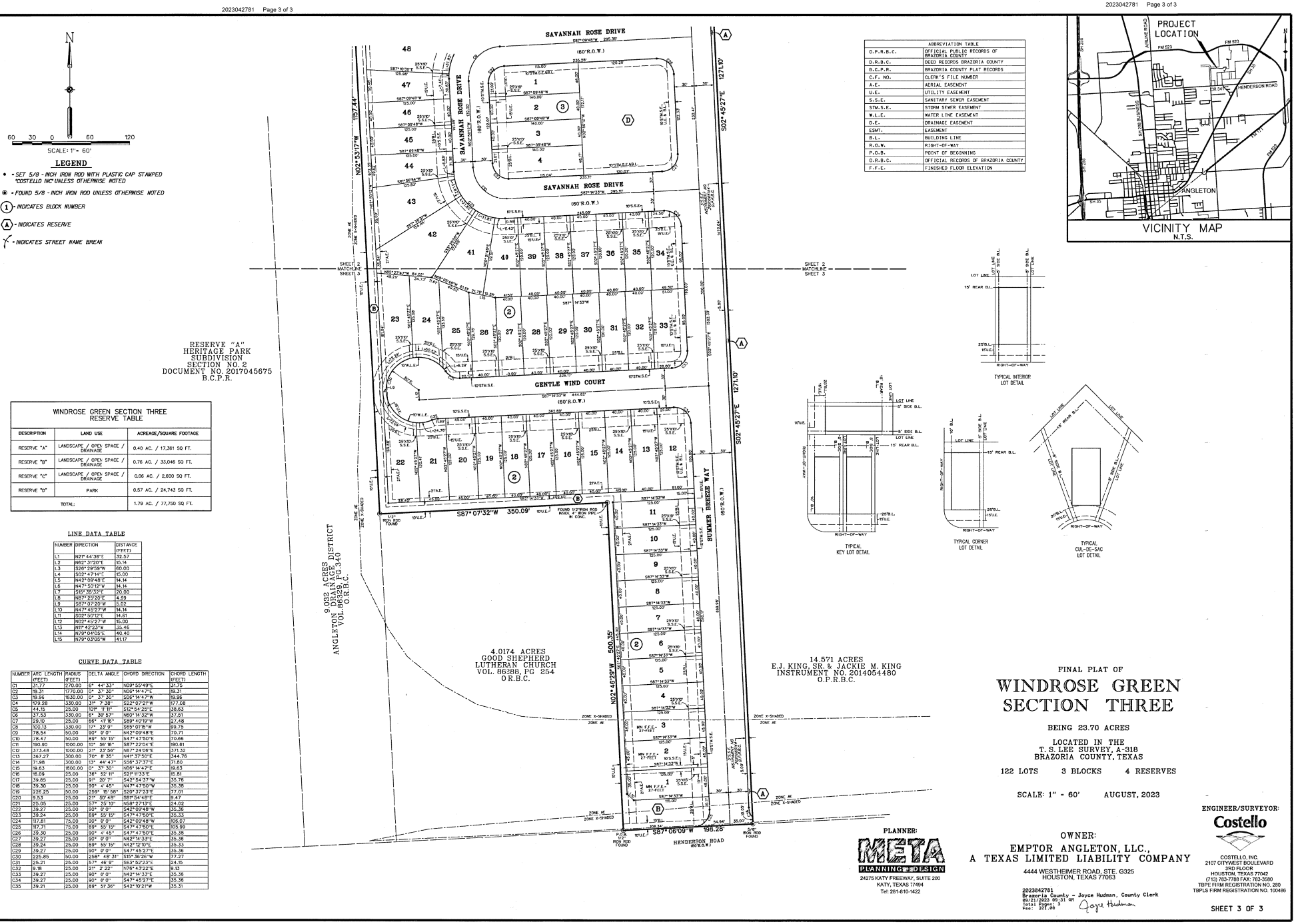
OWNER:
EMPTOR ANGLETON, LLC.,
A TEXAS LIMITED LIABILITY COMPANY
4444 WESTHEIMER ROAD, STE. G325
HOUSTON, TEXAS 77063

ENGINEER/SURVEYOR:
Costello
COSTELLO, INC.
2107 CITYWEST BOULEVARD
3RD FLOOR
HOUSTON, TEXAS 77042
(713) 783-7788 FAX: 783-3580
TBPE FIRM REGISTRATION NO. 280
TBPLS FIRM REGISTRATION NO. 100486

K:\MEP\Rosecrik, Corp\by Windrose, Green, Brazo\000000 Rev 3

218

2023042781 Page 3 of 3



ABBREVIATION TABLE	
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY
D.R.B.C.	DEED RECORDS BRAZORIA COUNTY
B.C.P.R.	BRAZORIA COUNTY PLAT RECORDS
C.F. NO.	CLERK'S FILE NUMBER
A.E.	AERIAL EASEMENT
U.E.	UTILITY EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
STM.S.E.	STORM SEWER EASEMENT
W.L.E.	WATER LINE EASEMENT
D.E.	DRAINAGE EASEMENT
ESMT.	EASEMENT
B.L.	BUILDING LINE
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
O.R.B.C.	OFFICIAL RECORDS OF BRAZORIA COUNTY
F.F.E.	FINISHED FLOOR ELEVATION

WINDROSE GREEN SECTION THREE
RESERVE TABLE

DESCRIPTION	LAND USE	ACREAGE/SQUARE FOOTAGE
RESERVE "A"	LANDSCAPE / OPEN SPACE / DRAINAGE	0.40 AC. / 17,361 SQ FT.
RESERVE "B"	LANDSCAPE / OPEN SPACE / DRAINAGE	0.76 AC. / 33,046 SQ FT.
RESERVE "C"	LANDSCAPE / OPEN SPACE / DRAINAGE	0.06 AC. / 2,600 SQ FT.
RESERVE "D"	PARK	0.57 AC. / 24,743 SQ FT.
TOTAL:		1.79 AC. / 77,750 SQ FT.

LINE DATA TABLE

NUMBER	DIRECTION	DISTANCE (FEET)
L1	N21° 44'36"E	32.57
L2	N62° 37'20"E	15.14
L3	S26° 29'59"W	60.00
L4	S02° 47'14"E	15.00
L5	N42° 09'48"E	14.14
L6	N47° 50'12"W	14.14
L7	S85° 35'30"E	20.00
L8	N87° 25'20"E	4.99
L9	S87° 07'20"W	5.02
L10	N47° 45'27"W	14.14
L11	S02° 50'12"E	14.61
L12	N02° 45'27"W	15.00
L13	N11° 42'23"W	35.46
L14	N79° 04'05"E	40.40
L15	N79° 03'05"W	41.17

CURVE DATA TABLE

NUMBER	ARC LENGTH (FEET)	RADIUS (FEET)	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH (FEET)
C1	31.77	270.00	6° 44' 33"	N09° 55'49"E	31.75
C2	19.31	1770.00	0° 37' 30"	N06° 14'47"E	19.31
C3	19.96	1830.00	0° 37' 30"	S06° 14'47"W	19.96
C4	179.28	330.00	31° 7' 38"	S22° 07'23"W	177.08
C5	44.15	25.00	101° 11' 11"	S12° 54'25"E	38.63
C6	37.53	330.00	6° 30' 57"	N60° 14'32"W	37.51
C7	29.10	25.00	66° 41' 16"	S89° 40'16"W	27.48
C8	100.13	330.00	17° 23' 9"	S65° 01'15"W	99.75
C9	78.54	50.00	90° 0' 0"	N42° 09'48"E	70.71
C10	78.47	50.00	89° 55' 15"	S47° 47'50"E	70.66
C11	190.90	1000.00	10° 56' 16"	S87° 22'04"E	190.61
C12	373.48	1000.00	21° 23' 56"	N87° 24'06"E	371.32
C13	367.27	300.00	70° 8' 35"	N41° 37'50"E	344.76
C14	71.98	300.00	13° 44' 47"	S56° 37'37"E	71.80
C15	19.63	1800.00	0° 37' 30"	N06° 14'47"E	19.63
C16	16.09	25.00	36° 52' 11"	S21° 11'33"E	15.81
C17	39.85	25.00	91° 20' 7"	S42° 54'37"W	35.76
C18	39.30	25.00	90° 4' 45"	N47° 47'50"W	35.38
C19	226.25	50.00	259° 15' 58"	S20° 37'23"E	77.01
C20	9.53	25.00	21° 50' 49"	S87° 54'18"E	9.47
C21	25.05	25.00	57° 25' 10"	N58° 27'13"E	24.02
C22	39.27	25.00	90° 0' 0"	S42° 09'48"W	35.36
C23	39.24	25.00	89° 55' 15"	S47° 47'50"E	35.33
C24	117.81	75.00	90° 0' 0"	S42° 09'48"W	106.07
C25	117.71	75.00	89° 55' 15"	S47° 47'50"E	105.99
C26	39.30	25.00	90° 4' 45"	S47° 47'50"E	35.38
C27	39.27	25.00	90° 0' 0"	N42° 54'33"E	35.36
C28	39.24	25.00	89° 55' 15"	N42° 12'10"E	35.33
C29	39.27	25.00	90° 0' 0"	S47° 45'27"E	35.36
C30	225.85	50.00	258° 48' 31"	S15° 36'26"W	77.27
C31	25.21	25.00	57° 46' 9"	S63° 50'23"E	24.15
C32	9.18	25.00	21° 2' 22"	N76° 43'22"E	9.13
C33	39.27	25.00	90° 0' 0"	N42° 54'33"E	35.36
C34	39.27	25.00	90° 0' 0"	S47° 45'27"E	35.36
C35	39.21	25.00	89° 51' 36"	S42° 50'27"W	35.31

FINAL PLAT OF

WINDROSE GREEN SECTION THREE

BEING 23.70 ACRES

LOCATED IN THE
T. S. LEE SURVEY, A-318
BRAZORIA COUNTY, TEXAS

122 LOTS 3 BLOCKS 4 RESERVES

SCALE: 1" - 60' AUGUST, 2023

PLANNER:
META PLANNING + DESIGN
24275 KATY FREEWAY, SUITE 200
KATY, TEXAS 77494
Tel: 281-610-1422

OWNER:
EMPTOR ANGLETON, LLC.,
A TEXAS LIMITED LIABILITY COMPANY
4444 WESTHEIMER ROAD, STE. G325
HOUSTON, TEXAS 77063

2023042781
Brazoria County - Joyce Hudman, County Clerk
09/21/2023 09:31 AM
Total Pages: 3
Fee: 257.00
Joyce Hudman

ENGINEER/SURVEYOR:
Costello
COSTELLO, INC.
2107 CITYWEST BOULEVARD
3RD FLOOR
HOUSTON, TEXAS 77042
(713) 783-7788 FAX: 783-3580
TBPE FIRM REGISTRATION NO. 280
TBPLS FIRM REGISTRATION NO. 100486

SHEET 3 OF 3

Austin Round Rock Houston Katy Pasadena Corpus Christi

PAPE-DAWSON ENGINEERS

July 7, 2025

Matt Hanks, JD, P.E.
Brazoria County Engineering Department
451 N Velasco, Suite 230
Angleton, Texas 77515

RE: Rancho Isabella Municipal Utility District
Final Acceptance for Windrose Green Section 3 Paving
PD Job No. 41656-01-590

Dear Mr. Hanks:

This letter is to inform you of our request for acceptance of the roads within Windrose Green Section 1, which consists of the following:

Street Name	R.O.W. Width (ft)	Length	
		(ft)	(mi.)
Windrose Bend	60	1,579.75	0.2992
New Dawn Drive	60	44.35	0.0084
Summer Breeze Way	60	1500.86	0.2843
Savannah Rose Drive	60	819.46	0.1552
Gentle Wind Court	60	463.5	0.0878

Windrose Green Section 3 roads were accepted into the one-year maintenance period by the Commissioners' Court of Brazoria County on September 21, 2023. The final inspection of the roads occurred on May 22, 2025, and Hurtado Construction Company satisfactorily addressed all the punch list items, which were verified by Brazoria County Engineering staff on June 30, 2025. A copy of the Final Street Acceptance Certificate is attached for reference.

Please feel free to contact our office if any further action is required on our end.

Sincerely,
Pape-Dawson Engineers

A. "Alex" Khoshakhlagh, P.E.
Senior Project Manager

Attachment

Cc: Ms. Megan Cook – Brazoria County Engineering

F:\Costello\WDrive\2020\2020007 Windrose Green Paving\102 CPS\County Acceptance\WRG1 Paving - Final Acceptance Request.docx

Costello

ENGINEER'S CERTIFICATE OF COMPLETION

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
ENGINEER'S CERTIFICATE OF COMPLETION OF WATER DISTRICT PROJECT

Name of District:
Rancho Isabella Municipal Utility District

Owner of property if other than District:
Emptor Angleton, LLC

Kind of project, contract identification:
Construction of Windrose Green Section Three (Paving Improvements)

Name of Contractor: Hurtado Construction Company

Name of Consulting Engineer: Costello, Inc.

Address of Consulting Engineer: 2107 CityWest Blvd, 3rd Floor
Houston, TX 77042

I certify that this project was 100% complete on August 9, 2023; that the project was under continual observation; that all observation of the work was performed by or under the supervision of A. "Alex" Khoshakhlagh, Licensed Professional Engineer; that to the best of my knowledge the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "record drawings" will be furnished to the District.

STATE OF TEXAS
A. KHOSHAKHLAGH
101133
LICENSED
PROFESSIONAL ENGINEER

7/7/2025

A. "Alex" Khoshakhlagh, P.E

W:\2021\2021050 Windrose Green Section 3\Paving\002 CPS\Pay Estimates\WRG3 Pav. - Certificate of Completion.docx

Costello

ENGINEER'S CERTIFICATE OF COMPLETION

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ENGINEER'S CERTIFICATE OF COMPLETION OF WATER DISTRICT PROJECT

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STATE OF TEXAS
A. KHOSHAKHLAGH
101133
LICENSED
PROFESSIONAL ENGINEER

7/7/2025

A. "Alex" Khoshakhlagh, P.E

W:\2021\2021050 Windrose Green Section 3\Paving\002 CPS\Pay Estimates\WRG3 Pav. - Certificate of Completion.docx

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.22. **7/22/2025**

Conditional Acceptance of Roads - Windrose Green Section Four - Abstract No. 318 (Precinct 2)

Whereas, the plat Windrose Green Section Four - Abstract # 318 (Precinct 2), was approved by the City of Angleton on May 8, 2025; and filed for record in Brazoria County Official Public Records, County Clerk's File #2025026022 on June 3, 2025; and

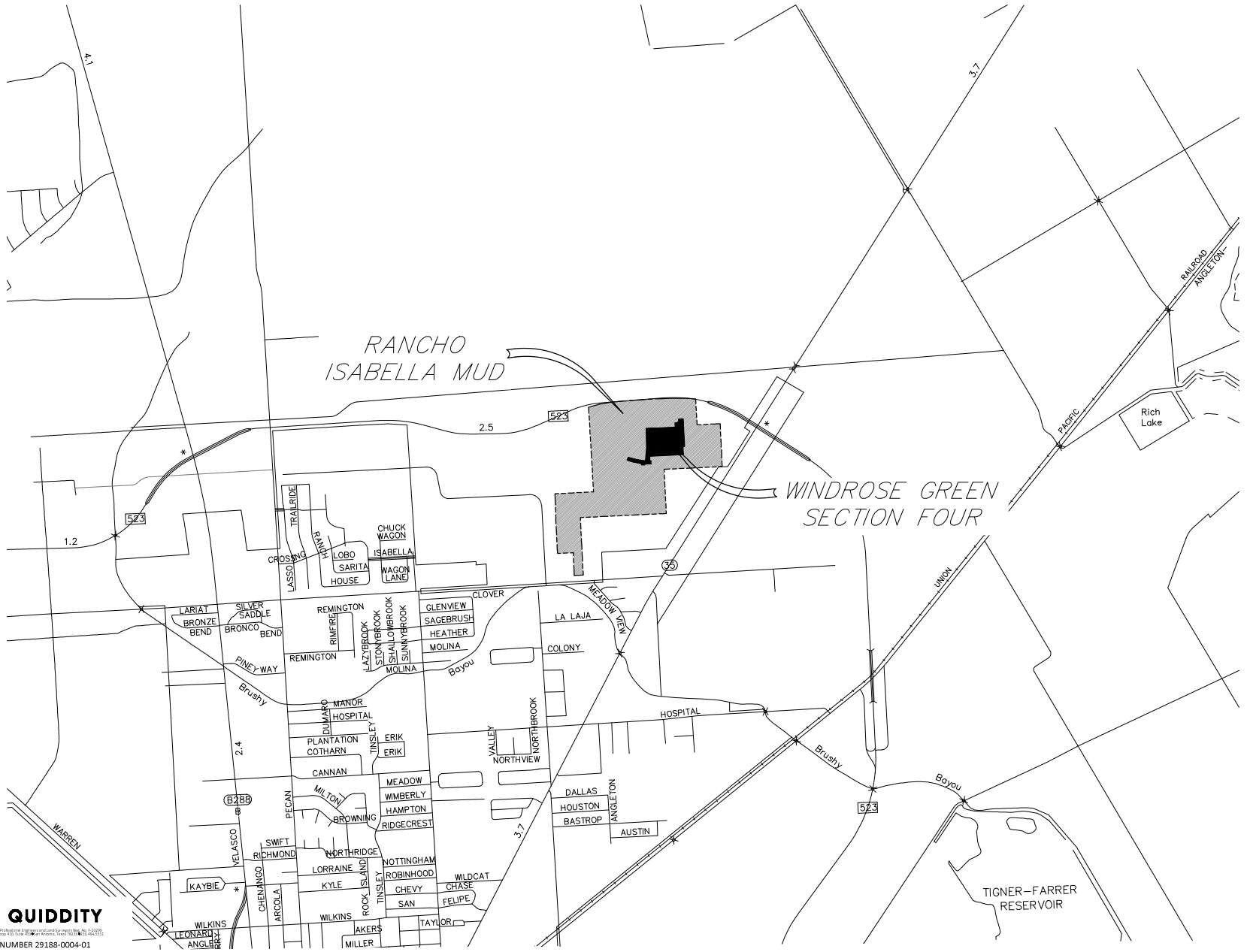
Whereas, this plat meets applicable criteria established by Commissioners Court Order 6.P.2 dated February 9, 2021 for consideration under Brazoria County Subdivision Regulations adopted by Commissioners Court Order 49 dated October 24, 2006; and

Whereas, the roads serving this section have now been constructed in accordance with the Brazoria County Subdivision Regulations; and

Therefore, those roads listed below shall be accepted into a one-year warranty period upon Commissioners Court approval, and all maintenance shall be done at the expense of the owner, and said one-year period shall begin upon Courts' approval.

Street Name	ROW	Length (Ft.)	Length (Mi.)
Parks Edge Lane (ext)	60'	622'	0.12
Exploration Street	60'	57'	0.01
Long Voyage Drive	60'	286'	0.05
Starlight Street (ext)	60'	773'	0.15
Cardinal Pointe Drive	60'	567'	0.11
Stargazer Lane	60'	670'	0.13

Whereas, a bond for the warranty period, in the amount of $191,846.68 has been provided and approved by the District Attorney's Office, and said bond is for 25% of the construction cost of the road and drainage improvements in the subdivision.



QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. F-22300
615 Northwest Loop 410, Suite 400 San Antonio, Texas 78216 | 210.641.5111

JOB NUMBER 29188-0004-01

WINDROSE GREEN SECTION FOUR

VICINITY MAP

K:\29188\29188-0004-01 Windrose Green Sec 4 WSD\3.Construction Phase\Acceptance\Brazoria County\Vicinity Map.dwg CBG April 16, 2025

© 2025 QUIDDITY

Conformed copy
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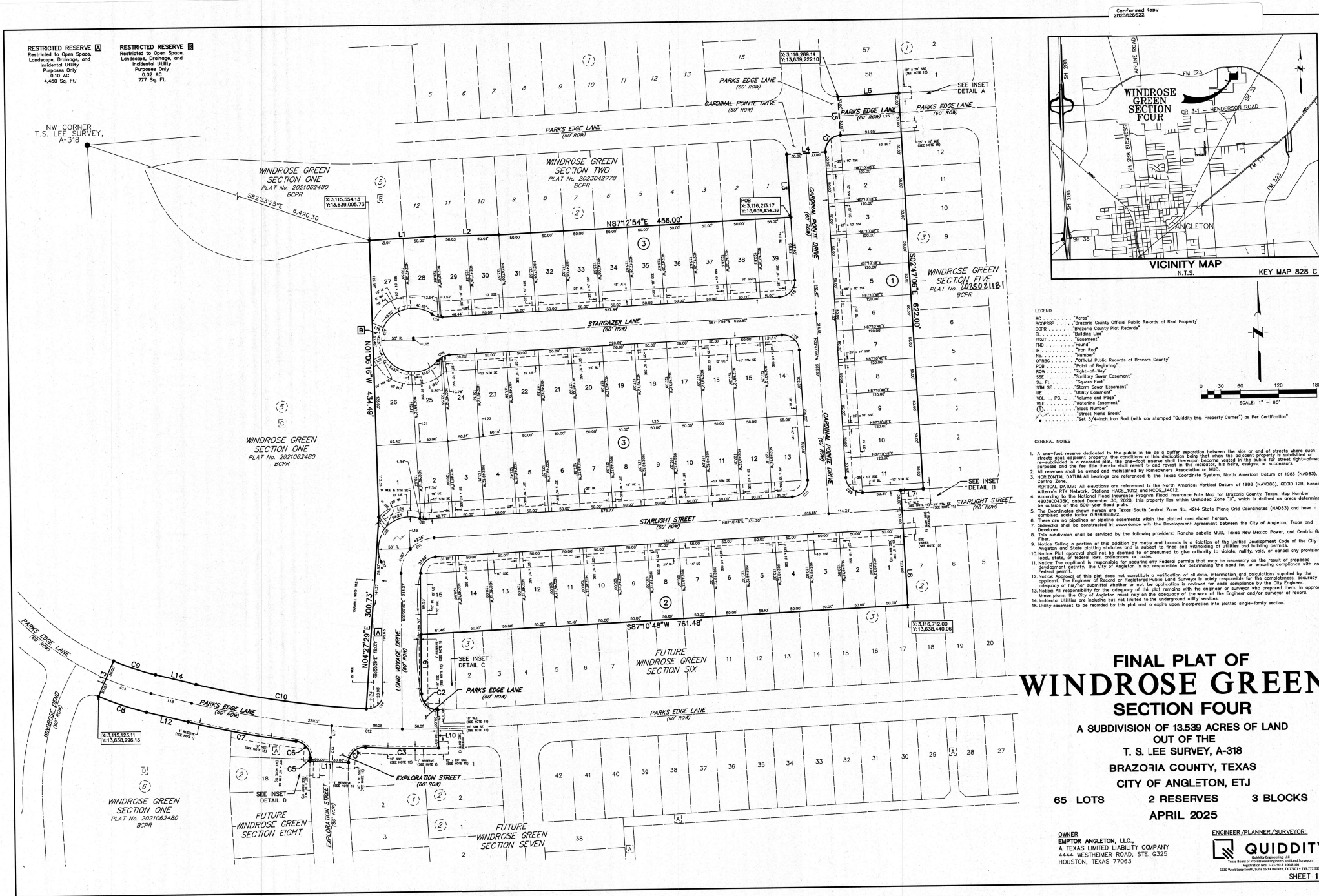

LEGEND

AC	"Acres"
BCOPRRP	"Brazoria County Official Public Records of Real Property"
BCPR	"Brazoria County Plat Records"
BL	"Building Line"
ESMT	"Easement"
FND	"Found"
IR	"Iron Rod"
No.	"Number"
OPRBC	"Official Public Records of Brazoria County"
POB	"Point of Beginning"
ROW	"Right-of-Way"
SSE	"Sanitary Sewer Easement"
Sq. Ft.	"Square Feet"
STM SE	"Storm Sewer Easement"
UE	"Utility Easement"
VOL — PG.	"Volume and Page"
WLE	"Waterline Easement"
(1)	"Block Number"
	"Street Name Break"
	"Set 3/4-inch Iron Rod (with cap stamped "Quiddity Eng. Property Corner") as Per Certification"

0 30 60 120 180
SCALE: 1" = 60'

GENERAL NOTES

1. A one-foot reserve dedicated to the public in fee as a buffer separation between the side or end of streets where such streets abut adjacent property, the conditions or this dedication being that when the adjacent property is subdivided or re-subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns, or successors.
2. All reserves shall be owned and maintained by homeowners Association or MUD.
3. HORIZONTAL DATUM: All bearings are referenced to the Texas Coordinate System, North American Datum of 1983 (NAD83), South Central Zone.
   VERTICAL DATUM: All elevations are referenced to the North American Vertical Datum of 1988 (NAVD88), GEOID 12B, based on Alterra's RTK Network, Stations HADS_1012 and HCOG_1401Z.
4. According to the National Flood Insurance Program Flood Insurance Rate Map for Brazoria County, Texas, Map Number 48039C0435K, dated December 30, 2020, this property lies within Unshaded Zone "X", which is defined as areas determined to be outside of the 500-year flood plain.
5. The Coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and have a combined scale factor 0.999868872.
6. There are no pipelines or pipeline easements within the platted area shown hereon.
7. Sidewalks shall be constructed in accordance with the Development Agreement between the City of Angleton, Texas and Developer.
8. This subdivision shall be serviced by the following providers: Rancho Isabella MUD, Texas New Mexico Power, and Centric Gas & Fiber.
9. Notice: Selling a portion of this addition by metes and bounds is a violation of the Unified Development Code of the City of Angleton and State platting statutes and is subject to fines and withholding of utilities and building permits.
10. Notice: Plat approval shall not be deemed to or presumed to give authority to violate, nullify, void, or cancel any provisions of local, state, or federal laws, ordinances, or codes.
11. Notice: The applicant is responsible for securing any Federal permits that may be necessary as the result of proposed development activity. The City of Angleton is not responsible for determining the need for, or ensuring compliance with any Federal permit.
12. Notice: Approval of this plat does not constitute a verification of all data, information and calculations supplied by the applicant. The Engineer of Record or Registered Public Land Surveyor is solely responsible for the completeness, accuracy and adequacy of his/her submittal whether or not the application is reviewed for code compliance by the City Engineer.
13. Notice: All responsibility for the adequacy of this plat remains with the engineer or surveyor who prepared them. In approving these plans, the City of Angleton must rely on the adequacy of the work of the Engineer and/or surveyor of record.
14. Residential Utilities are including but not limited to the underground utility services.
15. Utility easement to be recorded by this plat and to expire upon incorporation into platted single-family section.

FINAL PLAT OF WINDROSE GREEN
SECTION FOUR

A SUBDIVISION OF 13.539 ACRES OF LAND
OUT OF THE
T. S. LEE SURVEY, A-318
BRAZORIA COUNTY, TEXAS
CITY OF ANGLETON, ETJ

65 LOTS 2 RESERVES 3 BLOCKS

APRIL 2025

OWNER
EMPTOR ANGLETON, LLC.,
A TEXAS LIMITED LIABILITY COMPANY
4444 WESTHEIMER ROAD, STE. G325
HOUSTON, TEXAS 77063

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10048100
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

SHEET 1 OF 3

K:\29188\29188-0004-02 Windrose Green Sec 4 Paving\2 Design Phase\Planning\Windrose Sec 4-PLAT.dwg Apr 23,2025 - 11:49am jay

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LINE TABLE		
LINE	BEARING	DISTANCE
L1	N87°10'48"E	103.01'
L2	N89°13'19"E	100.05'
L3	N02°47'06"W	98.83'
L4	N87°12'54"E	60.06'
L5	N02°49'12"W	60.06'
L6	N87°10'48"E	94.98'
L7	S87°10'48"W	35.68'
L8	S02°49'12"E	180.07'
L9	S00°20'29"W	92.78'
L10	S00°42'08"E	60.06'
L11	N87°30'17"W	60.06'
L12	S75°54'30"W	65.56'
L13	N23°42'33"E	60.06'
L14	S75°54'30"E	65.56'
L15	S02°47'06"E	3.12
L16	S46°57'04"E	0.73
L17	S05°38'58"W	18.5C'
L18	S75°54'30"E	65.56'
L19	N68°52'15"W	20.01'
L20	S64°39'42"W	20.01'
L21	N87°10'48"E	112.46'
L22	N82°56'08"E	100.28'
L23	S87°12'54"W	456.01'
L24	N43°58'44"W	20.01'

LINE TABLE		
LINE	BEARING	DISTANCE
L25	S87°10'48"W	94.97'
L26	S02°47'06"E	20.00'
L27	S87°10'48"W	19.99'
L28	S87°12'54"W	25.00'
L29	S02°47'06"E	10.00'
L30	S87°12'54"W	25.00'
L31	S87°10'48"W	10.00'
L32	S02°47'06"E	25.00'
L33	S87°10'48"W	25.00'
L34	S02°49'12"E	10.00'
L35	S87°10'48"W	45.67'
L36	S87°10'48"W	20.00'
L37	S02°49'12"E	18.00'
L38	S87°10'48"W	20.00'
L39	S89°17'52"W	30.03'
L40	S00°42'08"E	20.00'
L41	S00°42'08"E	10.00'
L42	S00°42'08"E	20.00'
L43	N02°03'40"E	10.00'
L44	N87°30'17"W	20.00'
L45	S01°29'43"W	25.13'
L46	S87°30'17"E	10.00'
L47	S01°29'43"W	25.13'
L48	N87°30'17"W	10.00'

CURVE TABLE						
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	25.00'	90°16'43"	39.39'	N42°11'51"E	35.44'	25.12'
C2	25.00'	91°02'37"	39.73'	S45°10'49"E	35.68'	25.46'
C3	1530.00'	4°17'19"	114.52'	N88°33'28"W	114.50'	57.29'
C4	25.00'	91°05'28"	39.75'	S48°02'27"W	35.69'	25.48'
C5	730.00'	0°22'18"	5.80'	N02°43'22"E	5.80'	2.90'
C6	25.00'	85°18'17"	37.22'	N39°42'08"W	33.88'	23.03'
C7	1530.00'	6°26'46"	172.13'	N79°07'53"W	172.04'	86.15'
C8	470.00'	9°37'04"	78.90'	N71°05'58"W	78.80'	39.54'
C9	410.00'	9°37'04"	68.82'	S71°05'58"E	68.74'	34.49'
C10	1470.00'	10°25'46"	267.60'	S81°17'25"E	267.23'	134.17'
C11	55.00'	86°50'16"	83.36'	S43°45'39"W	75.61'	52.05'
C12	1500.00'	14°47'36"	387.30'	S83°18'19"E	386.23'	194.73'
C13	700.00'	3°09'15"	38.54'	S04°04'20"W	38.53'	19.27'
C14	440.00'	9°37'04"	73.86'	S71°05'58"E	73.77'	37.02'
C15	25.00'	90°00'00"	39.27'	N42°12'54"E	35.36'	25.00'
C16	25.00'	39°12'22"	17.11'	S73°10'54"E	16.78'	8.90'
C17	50.00'	265°26'03"	231.64'	S06°17'45"E	73.47'	54.15'
C18	25.00'	46°13'40"	20.17'	S64°06'04"W	19.63'	10.67'
C19	25.00'	90°00'00"	39.27'	N47°47'06"W	35.36'	25.00'
C20	25.00'	89°57'54"	39.25'	N42°11'51"E	35.34'	24.98'
C21	25.00'	21°02'22"	9.18'	S82°18'01"E	9.13'	4.64'
C22	50.00'	130°51'29"	114.20'	S42°47'26"W	90.94'	109.16'
C23	25.00'	22°58'46"	10.03'	N11°08'55"W	9.96'	5.08'
C24	25.00'	93°19'12"	40.72'	N47°00'05"E	36.36'	26.49'
C25	25.00'	90°02'06"	39.29'	S47°48'09"E	35.37'	25.02'
C26	1475.00'	0°23'18"	10.00'	N89°06'13"E	10.00'	5.00
C27	1480.00'	0°23'14"	10.00'	N89°06'15"E	10.00'	5.00
C28	1485.00'	0°23'09"	10.00'	N89°06'17"E	10.00'	5.00
C29	1520.00'	0°33'56"	15.00'	S89°00'54"E	15.00'	7.50
C30	680.00'	0°50'33"	10.00'	S02°04'26"W	10.00'	5.00
C31	740.00'	1°59'17"	25.68'	N03°29'22"W	25.68'	12.84'

STREET NAME TABLE			
STREET NAME	LINEAR FEET	ROW WIDTH	STREET TYPE
PARKS EDGE LANE	622	60'	LOCAL
EXPLORATION STREET	57	60'	LOCAL
LONG VOYAGE DRIVE	285	60'	LOCAL
STARLIGHT STREET	774	60'	LOCAL
CARDINAL POINTE DRIVE	567	60'	LOCAL
STARGAZER LANE	630	60'	LOCAL

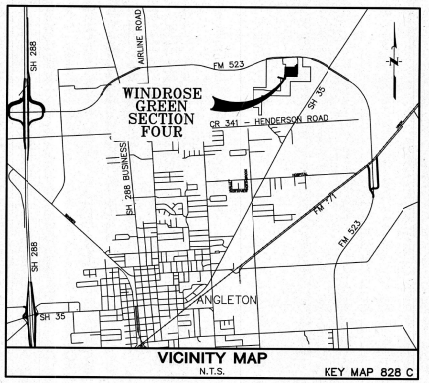
LOT AREA SUMMARY

BLOCK 1	
LOT	SQ. FT.
1	6,586
2	6,000
3	6,000
4	6,000
5	6,000
6	6,000
7	6,000
8	6,000
9	6,000
10	6,000
11	6,586

BLOCK 2	
LOT	SQ. FT.
1	6,000
2	6,000
3	6,000
4	6,000
5	6,000
6	6,000
7	6,000
8	6,000
9	6,000
10	6,000
11	6,000
12	6,000
13	6,000
14	6,000
15	6,842

BLOCK 3	
LOT	SQ. FT
1	7,591
2	5,997
3	6,093
4	6,278
5	6,370
6	6,369
7	6,367
8	6,366
9	6,364
10	6,363
11	6,361
12	6,360
13	6,990
14	7,013
15	6,369
16	6,369
17	6,369
18	6,369
19	6,369
20	6,369

BLOCK 3	
LOT	SQ. FT.
21	6,369
22	6,369
23	6,463
24	6,642
25	5,902
26	7,689
27	6,800
28	5,804
29	6,312
30	6,225
31	6,181
32	6,181
33	6,181
34	6,181
35	6,181
36	6,181
37	6,181
38	6,181
39	6,789



VICINITY MAP
N.T.S.
KEY MAP 828 C

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A METES & BOUNDS description of a certain 13.539 acre (589,751 square feet) tract of land out of the T.S. Lee Survey Survey, Abstract No. 318 in Brazoria County, Texas, being out a called 154.6 acre tract described in the deed to Emptor Angleton, LLC and recorded under Clerk's File No. 2020013621 of the Brazoria County Official Public Records of Real Property; said 13.539 acre (589,751 square feet) tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83.

BEGINNING at 5/8-inch iron rod with cap stamped "Costello" found at the southeast corner of Windrose Green Section 1, recorded under Plat Number 2023042778 of the Brazoria County Official Public Records of Real Property;

THENCE, along the easterly line of said Windrose Green Section 2 the following 5 calls:

1. North 02°47'06" West, a distance of 98.83 feet;
2. North 87°12'54" East, a distance of 60.00 feet to the beginning of a curve to the right;
3. With said curve turning to the right, having a radius of 25.00 feet, a chord bearing of North 42°11'51" East, a chord length of 35.44 feet and an arc length of 39.39 feet;
4. North 02°49'12" West, a distance of 60.00 feet;
5. North 87°10'48" East, a distance of 94.98 feet;

THENCE, over and across said 154.6 acres the following 15 calls:

1. South 02°47'06" East, a distance of 622.00 feet;
2. South 87°10'48" West, a distance of 35.68 feet;
3. South 02°49'12" East, a distance of 180.00 feet;
4. South 87°10'48" West, a distance of 761.48 feet;
5. South 00°20'29" West, a distance of 92.78 feet to the beginning of a curve to the left;
6. with said curve turning to the left, having a radius of 25.00 feet, a chord bearing of South 45°10'49" East, a chord length of 35.68 feet and an arc length of 39.71 feet;
7. South 00°42'08" East, a distance of 60.00 feet to the beginning of a curve to the right;
8. with said curve turning to the right, having a radius of 1530.00 feet, a chord bearing of North 88°33'28" West, a chord length of 114.50 feet and an arc length of 114.52 feet to the beginning of a reverse curve to the left;
9. with said reverse curve turning to the left, having a radius of 25.00 feet, a chord bearing of South 48°02'27" West, a chord length of 35.69 feet and an arc length of 39.75 feet;
10. North 87°30'17" West, a distance of 60.00 feet to the beginning of a curve to the right;
11. with said curve turning to the right, having a radius of 730.00 feet, a chord bearing of North 02°43'22" East, a chord length of 5.80 feet and an arc length of 5.80 feet to the beginning of a reverse curve to the left;
12. with said reverse curve turning to the left, having a radius of 25.00 feet, a chord bearing of North 39°42'08" West, a chord length of 33.88 feet and an arc length of 37.22 feet to the beginning of a reverse curve to the right;
13. with said reverse curve turning to the right, having a radius of 1530.00 feet, a chord bearing of North 79°07'53" West, a chord length of 172.04 feet and an arc length of 172.13 feet;
14. North 75°54'30" West, a distance of 65.58 feet to the beginning of a curve to the right;
15. with said curve turning to the right, having a radius of 470.00 feet, a chord bearing of North 71°05'58" West, a chord length of 78.80 feet and an arc length of 78.89 feet to the southeast corner of the right-of-way for Parks Edge Lane as shown on the plat of Windrose Green Section 1, recorded under Plat Number 1021062480 of the Brazoria County Official Public Records of Real Property;

THENCE, North 23°42'33" East, with the easterly line of said right-of-way, a distance of 60.06 feet to a point in the southerly line of Restricted Reserve "G" as shown on the said Windrose Green Section 1 plat and being the beginning of a curve to the left;

THENCE, with the southerly and easterly lines of said Restricted Reserve "G" the following 5 calls:

1. with said curve turning to the left, having a radius of 410.00 feet, a chord bearing of South 71°05'58" East, a chord length of 68.74 feet and an arc length of 68.82 feet;
2. South 75°54'30" East, a distance of 65.58 feet to the beginning of a curve to the left;
3. with said curve turning to the left, having a radius of 1470.00 feet, a chord bearing of South 81°07'25" East, a chord length of 267.23 feet and an arc length of 267.60 feet;
4. North 04°27'29" East, a distance of 300.73 feet;
5. North 01°06'16" West, a distance of 434.49 feet;

THENCE, North 87°10'48" East, with the southerly line of said Windrose Green Section 2, a distance of 103.01 feet;

THENCE, North 89°13'19" East, continuing with said southerly line, a distance of 100.06 feet;

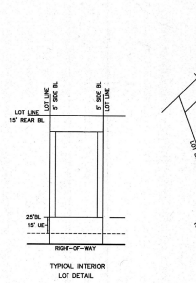
THENCE, North 87°12'54" East, continuing with said southerly line, a distance of 456.00 feet to the POINT OF BEGINNING, CONTAINING 13.539 acre (589,751 square feet) of land in Brazoria County, Texas;

LEGEND

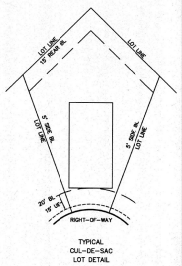
AC . . . . . "Acres"
BCOPRRP . . . . "Brazoria County Official Public Records o' Real Property"
BCPR . . . . . "Brazoria County Plat Records"
BL . . . . . "Building Line"
ESMT . . . . . "Easement"
FND . . . . . "Found"
IR . . . . . "Iron Rod"
No. . . . . "Number"
OPRBC . . . . . "Official Public Records of Brazoria County"
POB . . . . . "Point of Beginning"
ROW . . . . . "Right-of-Way"
SSE . . . . . "Sanitary Sewer Easement"
Sq. Ft. . . . . "Square Feet"
STM SE . . . . . "Storm Sewer Easement"
UE . . . . . "Utility Easement"
VOL. __ PG. __ . "Volume and Page"
WLE . . . . . "Waterline Easement"
① . . . . . "Block Number"
. . . . . "Street Name Break"
● . . . . . "Set 3/4-inch Iron Rod (with cap stamped "Quiddity Eng. Property Corner") as Per Certification"

GENERAL NOTES

1. A one-foot reserve dedicated to the public in fee as a buffer separation between the side or end of streets where such streets abut adjacent property, the conditions of this dedication being that when the adjacent property is subdivided or re-subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns, or successors.
2. All reserves shall be owned and maintained by Homeowners Association or MUD.
3. HORIZONTAL DATUM: All bearings are referenced to the Texas Coordinate System, North American Datum of 1983 (NAD83), South Central Zone.
   VERTICAL DATUM: All elevations are referenced to the North American Vertical Datum of 1988 (NAVD88), GEOID 12B, based on Allterra's RTK Network, Stations HAZS_1012 and HCOG_1401Z.
4. According to the National Flood Insurance Program Flood Insurance Rate Map for Brazoria County, Texas, Map Number 48039C0435K, dated December 30, 2020, this property lies partially within the Unshaded Zone "X", which is defined as areas determined to be outside the 500-year flood plain.
5. The Coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and have a combined scale factor 0.999868872.
6. There are no pipelines or pipeline easements within the platted area shown hereon.
7. Sidewalks shall be constructed in accordance with the Development Agreement between the City of Angleton, Texas and Developer.
8. This subdivision shall be serviced by the following providers: Rancho Isabella MUD, Texas New Mexico Power, and Centric Gas & Fiber.
9. Notice: Selling a portion of this addition by metes and bounds is a violation of the Unified Development Code of the City of Angleton and State platting statutes and is subject to fines and withholding of utilities and building permits.
10. Notice: Plat approval shall not be deemed to or presumed to give authority to violate, nullify, void, or cancel any provisions of local, state, or federal laws, ordinances, or codes.
11. Notice: The applicant is responsible for securing any Federal permits that may be necessary as the result of proposed development activity. The City of Angleton is not responsible for determining the need for, or ensuing compliance with any Federal permit.
12. Notice: Approval of this plat does not constitute a verification of all data, information and calculations supplied by the applicant. The Engineer of Record or Registered Public Land Surveyor is solely responsible for the completeness, accuracy and adequacy of his/her submitted whether or not the application is reviewed for code compliance by the City Engineer.
13. Notice: All responsibility for the adequacy of this plat remains with the engineer or surveyor who prepared them. In approving these plans, the City of Angleton must rely on the adequacy of the work of the Engineer and/or surveyor of record.
14. Incidental Utilities are including but not limited to the underground utility services.
15. Utility easement to be recorded by this plat and to expire upon incorporation into platted single-family section.

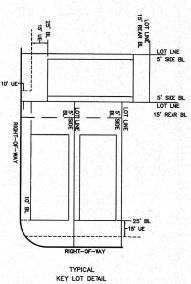


TYPICAL INTERIOR LOT DETAIL

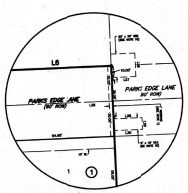


TYPICAL CUL-DE-SAC LOT DETAIL

TYPICAL CORNER LOT DETAIL

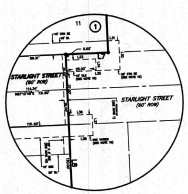


TYPICAL KEY LOT DETAIL



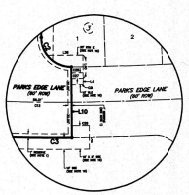
SCALE: 1" = 50'

INSET DETAIL A



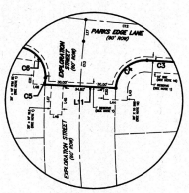
SCALE: 1" = 50'

INSET DETAIL B



SCALE: 1" = 50'

INSET DETAIL C



SCALE: 1" = 50'

INSET DETAIL D

FINAL PLAT OF
WINDROSE GREEN
SECTION FOUR

A SUBDIVISION OF 13.539 ACRES OF LAND
OUT OF THE
T. S. LEE SURVEY, A-318
BRAZORIA COUNTY, TEXAS
CITY OF ANGLETON, ETJ

65 LOTS 2 RESERVES 3 BLOCKS

APRIL 2025

OWNER
EMPTOR ANGLETON, LLC,
A TEXAS LIMITED LIABILITY COMPANY
4444 WESTHEIMER ROAD, STE. G325
HOUSTON, TEXAS 77063

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-13290 & 10065200
6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5331

SHEET 2 OF 3

K:\29188\29188-0004-02 Windrose Green Sec 4 Paving\2 Design Phase\Planning\Windrose Sec 4-PLAT.dwg Apr 16,2025 - 1:47pm joy

STATE OF TEXAS §
COUNTY OF BRAZORIA §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Emptor Angleton, LLC, a Texas Limited Liability Company, acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as Windrose Green Section Four, a subdivision in the jurisdiction of the City of Angleton, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys and public parkland shown thereon. The streets, alleys and parkland are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Angleton. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Angleton's use thereof. The City of Angleton and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Angleton and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

This plat is hereby adopted by the Owners and approved by the City of Angleton (called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees and successors: The portion of the Plat called "Drainage and Detention Easement". The Drainage and Detention Easement within the limits of this addition, will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement or for the control of erosion. No obstruction to the natural flow of stormwater run-off shall be permitted by construction of any type of building, fence, or any other structure within the Drainage and Detention Easement as hereinabove defined, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by the City shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by he property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena, or resulting from the failure of any structure, or structures, within the Easement.

STATE OF TEXAS §
COUNTY OF BRAZORIA §

The owner of land shown on this plat, in person or through a duly authorized agent, dedicates to the use of the public forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose and consideration therein expressed.

Emptor Angleton, LLC
A Texas Limited Liability Compnay
By: CCDL Ventures, LLC
Its: Manager
By: Concourse Companies, LLC
Its: Manager

Signature

Jordan Mack, Manager
Name and Title

STATE OF TEXAS §
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Jordan Mack Manager known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15 day of April 2025

Notary Public in and for the State of Texas

Allyn Greer
Print Name

My commission expires: 5/21/2029

Allyn D Greer
My Commission Expires
5/21/2029
Notary ID134491435

STATE OF TEXAS §
COUNTY OF Bexar §

KNOW ALL MEN BY THESE PRESENTS:

That I, Courtney B. Just, P.E., do hereby certify that proper engineering consideration has been provided in this plat. To the best of my knowledge, this plat conforms to all requirements of the Angleton LDC, except for any variances that were expressly granted by the City Council.

Courtney B. Just, P.E.
Professional Engineer
No. 152415

04/09/2025

STATE OF TEXAS
COURTNEY B. JUST
152415
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

That I, Jeromy A. Chandler, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this plat from an actual and accurate survey of he land and that the corner monuments shown thereon were properly placed under my supervision.

Jeromy A. Chandler
Registered Professional Land Surveyor
No. 5755

STATE OF TEXAS
JEROMY ALVIN CHANDLER
5755
REGISTERED
PROFESSIONAL
LAND SURVEYOR

ANGLETON DRAINAGE DISTRICT

Angleton Drainage District accepted this 9th day of January 2024 the Board of Supervisors of the Angleton Drainage District does not warrant, represent, or guarantee:

1. That the facilitates outside of the boundaries of the subdivision plat are available to receive runoff from the facilities described in this play.
2. That the drainage facilities described in this plat are adequate fro rainfall in excess of Angleton Drainage District minimum requirements.
3. That building elevation requirements have been determined by the Angleton Drainage District.
4. That the District assumes any responsibilities for construction, operation or maintenance of subdivision drainage facilitates.

The District's review is based solely on the documentation submitted for review, and on the reliance of the report submitted by the Texas Registered Professional Engineer.

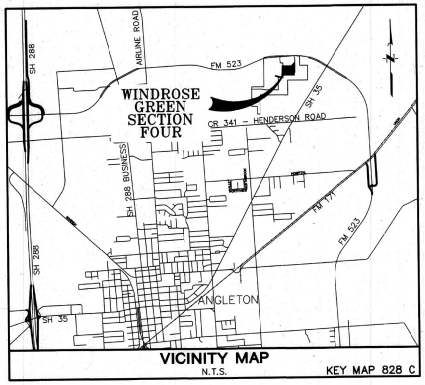
The District's review is not intended nor will serve as a substitution of the overall responsibility and/or decision making power of the party submitting the plat or plan herein, their or its principals or agents.

Chairman of the Board of Supervisors

Board Member

Board Member

STREET NAME	ROW WIDTH	LENGTH(FT)	LENGTH(MI)
Parks Edge Lane(ext)	60'	622'	0.12
Exploration Street	60'	57'	0.01
Long Voyage Drive	60'	286'	0.05
Starlight Street (ext)	60'	773'	0.15
Cardinal Pointe Drive	60'	567'	0.11
Stargazer Lane	60'	670'	0.13



VICINITY MAP
N.T.S.
KEY MAP 828 C

APPROVED this 8th day of May, 2025 by the Planning and Zoning Commission, City of Angleton, Texas.

Chairman, Planning and Zoning Commission

APPROVED this 8th day of May, 2025 by the City Council, City of Angleton, Texas.

Mayor

STATE OF TEXAS §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 3rd day of June, 2025 by

Michelle Perez, City Secretary, City of Angleton, on behalf of the City.

Notary Public
State of Texas

MICHELLE PEREZ
Notary ID # 129450852
My Commission Expires
11-12-2029

FINAL PLAT OF
WINDROSE GREEN
SECTION FOUR

A SUBDIVISION OF 13.539 ACRES OF LAND
OUT OF THE
T. S. LEE SURVEY, A-318
BRAZORIA COUNTY, TEXAS
CITY OF ANGLETON, ETJ

65 LOTS 2 RESERVES 3 BLOCKS

APRIL 2025

OWNER
EMPTOR ANGLETON, LLC.,
A TEXAS LIMITED LIABILITY COMPANY
4444 WESTHEIMER ROAD, STE. G325
HOUSTON, TEXAS 77063

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10044100
8330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337

2025026022 Conformed Copy
Brazoria County - Joyce Hudman, County Clerk
05/02/2025 02:57 PM
Total Pages: 3
Fee: 322.00

SHEET 3 OF 3

K:\29188\29188-0004-02 Windrose Green Sec 4 Paving\2 Design Phase\Planning\Windrose Sec 4-PLAT.dwg Apr 09,2025 – 11:49am joy

912 S. Capital of Texas Hwy, Suite 300
Austin, Texas 78746
Tel: 512.441.9493
www.quiddity.com

FINAL CERTIFICATE OF SUBSTANTIAL COMPLETION

Date: April 23, 2025

Owner: Rancho Isabella Municipal Utility District

Contractor: Rodriguez Construction Group, LLC

Engineer: Quiddity Engineering, LLC

Project: Construction of Water, Sanitary, Drainage, and Paving Facilities in Windrose Green Section Four

This final Certificate of Substantial Completion applies to:

☒All Work ☐ The following specified portions of the Work: N/A

The Work to which this Certificate applies has been reviewed by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion designated above is hereby established in the preliminary Certificate of Substantial Completion, which is attached hereto.

The date upon this final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

The contractual correction period and applicable warranties required by the Contract shall coincide with the similar correction period of Brazoria County. The commencement of this correction period is established as **April 23, 2025.**

The following documents are attached to and made a part of this Certificate: None

QUIDDITY

FINAL CERTIFICATE OF SUBSTANTIAL COMPLETION

Date: April 23, 2025

Owner: Rancho Isabella Municipal Utility District

Contractor: Rodriguez Construction Group, LLC

Engineer: Quiddity Engineering, LLC

Project: Construction of Water, Sanitary, Drainage, and Paving Facilities in Windrose Green Section Four

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, is not a release of the Contractor's obligation to complete the Work in accordance with the Contract and does not warrant or imply a warranty of the Contractor's materials or workmanship.

EXECUTED BY ENGINEER:

By: _____
(Authorized signature)

Name: John A. Alvarez II, PE

STATE OF TEXAS
JOHN A. ALVAREZ II
127206
LICENSED PROFESSIONAL ENGINEER

ACKNOWLEDGED:

Emptor Angleton, LLC
A Texas limited liability company
By: CCDL Ventures, LLC
Its: Manager
By: Concourse Companies, LLC
Its: Manager

Signature: _____
Name: Joe Grabinski
Title: Director of Development
Date: 5/1/2025

ACKNOWLEDGED:

By: _____
Contractor (Authorized Signature)

Name: ROY RODRIGUEZ
Title: PRESIDENT
Date: 05/05/2025

K:\29188\29188-0005-01 Windrose Green Sec 5 WS&D\3 Construction Phase\Acceptance\Brazoria County\CSC 29188-0005-01.docx

601 Northwest Loop 410, Suite 453
San Antonio, Texas 78216
Tel: 210.494.5511
www.quiddity.com

April 24, 2025

Matt Hanks, JD, PE
County Engineer
Brazoria County
451 N Velasco, Suite 230
Angleton, TX 77515

Re: **Acceptance of Streets**
Windrose Green Section Four

Dear Mr. Hanks:

Please be advised that the below referenced streets in Windrose Green Section Four ($767,386.72) have been constructed in conformance with the Construction Plans, Specifications, and Brazoria County requirements.

1. Parks Edge Lane, 60' R.O.W., Sta. (8+79.80) to Sta. (9+74.77), 95 LF, 0.02 mi
2. Parks Edge Lane, 60' R.O.W., Sta. (14+90.42) to Sta. (20+17.16), 527 LF, 0.10 mi
3. Exploration Street, 60' R.O.W., Sta. (1+00.00) to (1+57.04), 57 LF, 0.01 mi
4. Long Voyage Drive, 60' R.O.W., Sta. (1+00.00) to (3+86.29), 286 LF, 0.05 mi
5. Starlight Street, 60' R.O.W., Sta. (3+86.29) to (11+58.82), 773 LF, 0.15 mi
6. Cardinal Pointe Drive, 60' R.O.W., Sta. (11+35.32) to (17+02.28), 567 LF, 0.11 mi
7. Stargazer Lane, 60' R.O.W. Sta. (0+59.57) to (7+29.85), 670 LF, 0.13 mi

Sincerely,

Courtney Just

Courtney B. Just, PE
Project Engineer

CBJ/cbj
K:\29188\29188-0004-01 Windrose Green Sec 4 WS&D\3 Construction Phase\Acceptance\Brazoria County\BC Acceptance Letter_Windrose Green Sec 4.docx
29188-0004-01

BOND NO. GS24800176

WARRANTY BOND

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BRAZORIA §

That we, Rodriguez Construction Group, LLC on behalf of Rancho Isabella Municipal Utility District *(Principal)*, whose address and phone number is 2647 Jo Ann Street, Stafford , TX 77477 (832) 539-6130 hereinafter called the Principal, and The Gray Casualty & Surety Company *(Surety)*, a corporation existing under and by virtue of the laws of the State of Louisiana, and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at 3601 N. I-10 Service Road West, Metairie, LA 70002 and phone number is (504) 888-7790, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is Michael Kremheller, *(name/office)*, and whose address and phone number is 3601 N. I-10 Service Road West, Metairie, LA 70002, hereinafter called the Surety; are held and firmly bound unto L.M. "Matt" Sebesta, Jr., County Judge of Brazoria County, Texas or his successors in office, in the full sum of One Hundred Ninety-One Thousand Eight Hundred Forty-Six and 68/100 Dollars ($ 191,846.68) current, lawful money of the United States of America, to be paid to said L.M. "Matt" Sebesta, Jr., County Judge of Brazoria County, Texas, or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns and legal representatives, jointly and severally, by these presents.

WHEREAS, said Principal is the owner of the following Subdivision(s): Windrose Green Section 4 located in Brazoria County, Texas; and

WHEREAS, the Commissioners Court of Brazoria County, Texas has promulgated certain rules, regulations and requirements relating to subdivisions in Brazoria County, Texas, as more specifically set out in the Brazoria County Subdivision Regulations, Brazoria County Roadway Design Criteria Manual, and Brazoria County Drainage Criteria Manual, as amended; same being made a part hereof for all purposes, as though fully set out herein; wherein it is provided, among other things, that the owner of a Subdivision will maintain the roads, streets, and drainage (the "Improvements") to serve said Subdivision, in accordance with the approved plans and specifications submitted to the County Engineer, for at least one year from the completion, inspection, and approval of said Improvements and until said Improvements have been accepted into the County Road System by the Commissioners Court of Brazoria County, Texas.

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, its heirs, executors, administrators, successors, assigns and legal representatives, and each and every one of them do in all things well and truly observe, perform, fulfill, keep and comply with all and singular the rules, regulations, requirements and specifications above referred to, including any deletions, additions, changes or modifications of any kind or character, in the

construction and maintenance of all Improvements in the above named Subdivision, and that upon approval of the construction of said Improvements by the County Engineer, and upon the approval of such maintenance by the County Engineer, and upon acceptance of such Improvements for maintenance by the Commissioners Court of Brazoria County, Texas, then this obligation to be void and of no force and effect.

The Principal and Surety hereon each agree, bind, and obligate themselves to pay L.M. "Matt" Sebesta, Jr., County Judge of Brazoria County, Texas, or his successors in office, for the use and benefit of Brazoria County, all losses or damages to it occasioned by reason of the failure of the Principal to comply strictly with each and every provision contained in the rules, regulations, requirements and specifications above referred to relating to the construction and maintenance of Improvements in the above named Subdivision.

The word Principal when used herein means Principal or Principals, whether an individual, individuals, partnership, corporation or other legal entity having the capacity to contract.

The word "Improvements" is used herein to mean each and every road, street, bridge and each and every ditch, culvert, channel, inlet, pond or other drainage improvement in the rights-of-way and easements in said Subdivision.

The word Maintenance as used herein means all needful, necessary and proper care and repair from completion of the Improvements and approval thereof by the County Engineer until final acceptance of the Improvements for maintenance by the Commissioners Court.

The word Surety when used herein means Surety or Sureties, and it is understood by the parties that any and all liabilities of any kind or character assumed or imposed upon the Principal by the terms hereof extends in full force and vigor to each and every Surety jointly and severally.

In the event of suit hereunder, such suit shall be brought in Brazoria County, Texas.

(Signature Page Follows)

EXECUTED this the 17th day of June, 20 25.

PRINCIPAL:
Rodriguez Construction Group, LLC on behalf of
Rancho Isabella Municipal Utility District

By: _____
Name: Roy Rodriguez
Title: President

RODRIGUEZ CONSTRUCTION GROUP, LLC
LIMITED LIABILITY COMPANY
SEAL
2015
STATE OF TEXAS

SURETY:

The Gray Casualty & Surety Company

By: _____
Name: Jillian O'Neal
Title: Attorney-in-Fact

(Surety to Attach Power of Attorney)

BRAZORIA COUNTY

_____

L.M. "Matt" Sebesta, Jr.
County Judge of Brazoria County, Texas

ATTEST:

_____

Joyce Hudman
Brazoria County Clerk

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GS24800176 **Principal:** Rodriguez Construction Group, LLC on behalf of Rancho Isabella Municipal Utility District

Project: Windrose Green Section 4

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Edward Arens, Phillip Baker, Hannah Montagne, Michele Bonnin, Rebecca Garza, Jillian O'Neal, and Erica Anne Cox of The Woodlands, Texas jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of
$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 17th day of June , 2025 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 17th day of June , 2025 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

THE GRAY SURETY

The Gray Insurance Company
The Gray Casualty & Surety Company

Statutory Complaint Notice

To obtain information or to make a complaint:

You may contact the Surety via telephone for information or to make a complaint at: 1-504-754-6711.

You may also write to the Surety at:

Gray Surety
P.O. Box 6202
Metairie, LA 70009-6202

You may also contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write to the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become part of condition of the attached document. This notice is written under a complete reservation of rights. Nothing herein shall be deemed to be an estoppel, waiver or modification of any of Gray's rights or defenses, and Gray hereby reserves all of its rights and defenses under any general agreement of indemnity, contracts, agreements, bonds, or applicable law.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.23. **7/22/2025**

Conditional Acceptance of Roads - Windrose Green Section 5 - Abstract No. 318 (Precinct 2)

Whereas, the plat Windrose Green Section 5 - Abstract # 318 (Precinct 2), was approved by the City of Angleton on April 10, 2025; and filed for record in Brazoria County Official Public Records, County Clerk's File #2025021181 on May 7, 2025; and

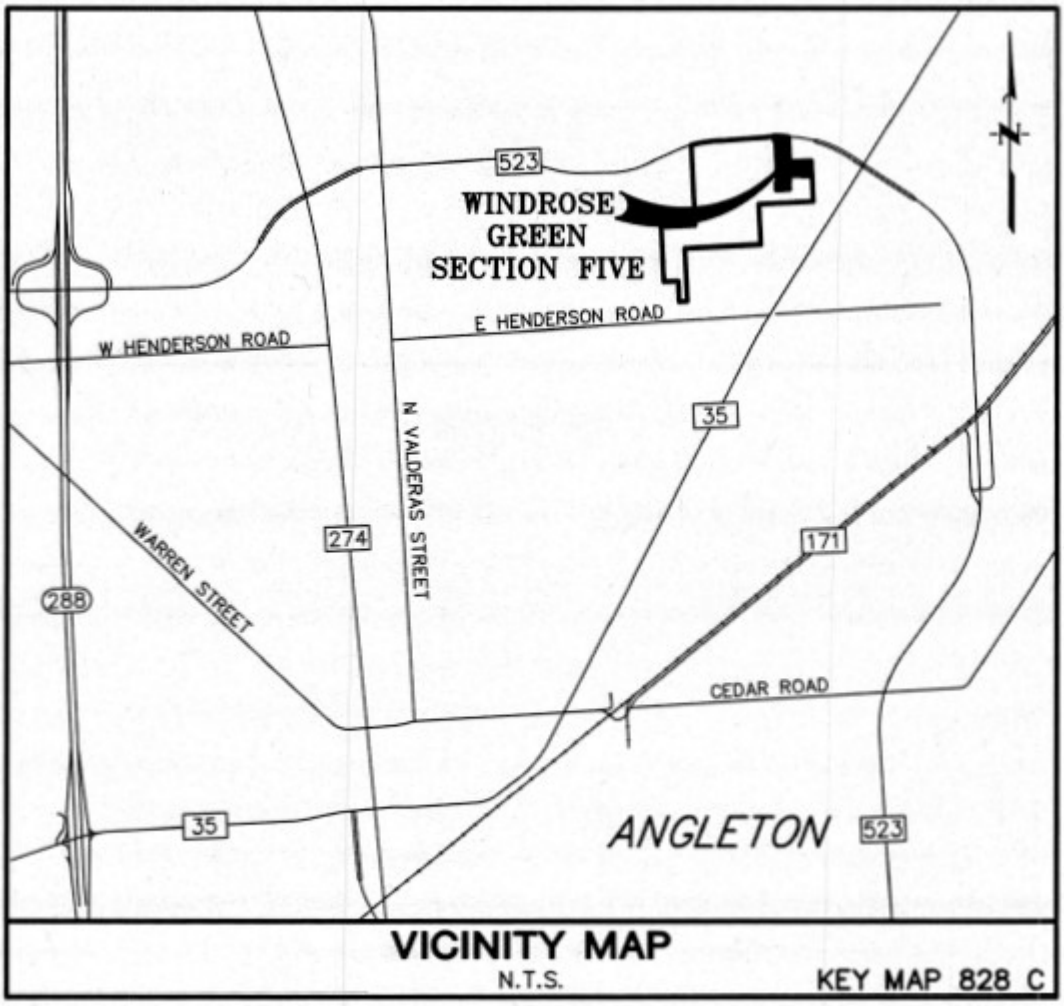
Whereas, this plat meets applicable criteria established by Commissioners' Court Order 6.P.2., dated February 9, 2021 for consideration under Brazoria County Subdivision Regulations adopted by Commissioners' Court Order No. 49 dated October 24, 2006; and

Whereas, the roads serving this section have now been constructed in accordance with the Brazoria County Subdivision Regulations; and

Therefore, those roads listed below shall be accepted into a one-year warranty period upon Commissioners' Court approval, and all maintenance shall be done at the expense of the owner, and said one-year period shall begin upon Courts' approval.

Street Name	ROW	Length (Ft.)	Length (Mi.)
Starlight Street (ext.)	60'	325'	0.06mi
Atlas Point Lane	60'	1092'	0.21mi
Parks Edge Lane	60'	250'	0.05mi
Mosaic Valley Court	60'	525'	0.10mi

Whereas, a bond for the warranty period, in the amount of $140,452.87 has been provided and approved by the District Attorney's Office, and said bond is for 25% of the construction cost of the road and drainage improvements in the subdivision.



VICINITY MAP

N.T.S.

KEY MAP 828 C

912 S. Capital of Texas Hwy, Suite 300
Austin, Texas 78746
Tel: 512.441.9493
www.quiddity.com

FINAL CERTIFICATE OF SUBSTANTIAL COMPLETION

Date: April 23, 2025

Owner: Rancho Isabella Municipal Utility District

Contractor: Northtex Construction, LLC

Engineer: Quiddity Engineering, LLC

Project: Construction of Water, Sanitary, Drainage, and Paving Facilities in Windrose Green Section Five

This final Certificate of Substantial Completion applies to:

☒All Work ☐ The following specified portions of the Work: N/A

The Work to which this Certificate applies has been reviewed by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion designated above is hereby established in the preliminary Certificate of Substantial Completion, which is attached hereto.

The date upon this final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

The contractual correction period and applicable warranties required by the Contract shall coincide with the similar correction period of Brazoria County. The commencement of this correction period is established as **April 23, 2025.**

The following documents are attached to and made a part of this Certificate: None

QUIDDITY

FINAL CERTIFICATE OF SUBSTANTIAL COMPLETION

Date: April 23, 2025

Owner: Rancho Isabella Municipal Utility District

Contractor: Northtex Construction, LLC

Engineer: Quiddity Engineering, LLC

Project: Construction of Water, Sanitary, Drainage, and Paving Facilities in Windrose Green Section Five

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, is not a release of the Contractor's obligation to complete the Work in accordance with the Contract and does not warrant or imply a warranty of the Contractor's materials or workmanship.

EXECUTED BY ENGINEER:

By: _____
(Authorized signature)

Name: John A. Alvarez II, PE

4-23-25

STATE OF TEXAS
JOHN A. ALVAREZ II
127206
LICENSED
PROFESSIONAL ENGINEER

ACKNOWLEDGED:

Emptor Angleton, LLC
A Texas limited liability company
By: CCDL Ventures, LLC
Its: Manager
By: Concourse Companies, LLC
Its: Manager

Signature: _____
Name: Joe Grabinski
Title: Director of Development
Date: 5/1/2025

ACKNOWLEDGED:

By: _____
Contractor (Authorized Signature)

Name: Humberto Garcia

Title: Project Manager

Date: 5/5/2025

K:\29188\29188-0005-01 Windrose Green Sec 5 WS&D\3 Construction Phase\Acceptance\Brazoria County\CSC 29188-0005-01.docx

WARRANTY BOND

Bond No. 108170052

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF Brazoria §

That we, Northtex Construction, LLC *(Principal)*, whose address and phone number is 15331 Ella Blvd, Houston, TX 77090, (832) 409-5740, hereinafter called the Principal, and Travelers Casualty and Surety Company of America *(Surety)*, a corporation existing under and by virtue of the laws of the State of Connecticut, and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at One Tower Square, Hartford, CT 06183 and phone number is (860) 277-0111, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is Greg Michels, _____ *(name/office)*, and whose address and phone number is 4650 Westway Park Blvd., Houston, TX 77041 / (281) 606-8415, hereinafter called the Surety; are held and firmly bound unto L.M. "Matt" Sebesta, Jr., County Judge of Brazoria County, Texas or his successors in office, in the full sum of One Hundred Forty Thousand Four Hundred Fifty Two and 87/100 Dollars ($ 140,452.87) current, lawful money of the United States of America, to be paid to said L.M. "Matt" Sebesta, Jr., County Judge of Brazoria County, Texas, or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns and legal representatives, jointly and severally, by these presents.

WHEREAS, said Principal is the owner of the following Subdivision(s): Paving for Windrose Green Section 5 located in Brazoria County, Texas; and

WHEREAS, the Commissioners Court of Brazoria County, Texas has promulgated certain rules, regulations and requirements relating to subdivisions in Brazoria County, Texas, as more specifically set out in the Brazoria County Subdivision Regulations, Brazoria County Roadway Design Criteria Manual, and Brazoria County Drainage Criteria Manual, as amended; same being made a part hereof for all purposes, as though fully set out herein; wherein it is provided, among other things, that the owner of a Subdivision will maintain the roads, streets, and drainage (the "Improvements") to serve said Subdivision, in accordance with the approved plans and specifications submitted to the County Engineer, for at least one year from the completion, inspection, and approval of said Improvements and until said Improvements have been accepted into the County Road System by the Commissioners Court of Brazoria County, Texas.

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, its heirs, executors, administrators, successors, assigns and legal representatives, and each and every one of them do in all things well and truly observe, perform, fulfill, keep and comply with all and singular the rules, regulations, requirements and specifications above referred to, including any deletions, additions, changes or modifications of any kind or character, in the

construction and maintenance of all Improvements in the above named Subdivision, and that upon approval of the construction of said Improvements by the County Engineer, and upon the approval of such maintenance by the County Engineer, and upon acceptance of such Improvements for maintenance by the Commissioners Court of Brazoria County, Texas, then this obligation to be void and of no force and effect.

The Principal and Surety hereon each agree, bind, and obligate themselves to pay L.M. "Matt" Sebesta, Jr., County Judge of Brazoria County, Texas, or his successors in office, for the use and benefit of Brazoria County, all losses or damages to it occasioned by reason of the failure of the Principal to comply strictly with each and every provision contained in the rules, regulations, requirements and specifications above referred to relating to the construction and maintenance of Improvements in the above named Subdivision.

The word Principal when used herein means Principal or Principals, whether an individual, individuals, partnership, corporation or other legal entity having the capacity to contract.

The word "Improvements" is used herein to mean each and every road, street, bridge and each and every ditch, culvert, channel, inlet, pond or other drainage improvement in the rights-of-way and easements in said Subdivision.

The word Maintenance as used herein means all needful, necessary and proper care and repair from completion of the Improvements and approval thereof by the County Engineer until final acceptance of the Improvements for maintenance by the Commissioners Court.

The word Surety when used herein means Surety or Sureties, and it is understood by the parties that any and all liabilities of any kind or character assumed or imposed upon the Principal by the terms hereof extends in full force and vigor to each and every Surety jointly and severally.

In the event of suit hereunder, such suit shall be brought in Brazoria County, Texas.

(Signature Page Follows)

EXECUTED this the 18th day of June, 20 25.

PRINCIPAL:

Northtex Construction, LLC

By: Ruben Amezquita Northtex Construction
Name: Ruben Amezquita
Title: President

SURETY:

Travelers Casualty and Surety Company of America

By: Vickie Lacy
Name: Vickie Lacy
Title: Attorney-in-Fact

(Surety to Attach Power of Attorney)

BRAZORIA COUNTY

_____

L.M. "Matt" Sebesta, Jr.
County Judge of Brazoria County, Texas

ATTEST:

_____

Joyce Hudman
Brazoria County Clerk

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Namesia Anderson, Joseph R Aulbert, Marc W Boots, Richard Covington, Michael Garcia, Susan Golla, Ashley Koletar, Vickie Lacy, Stephanie Moore Harold, Melanie Salinas, Ryan Varela, Dylan Young, Maria D Zuniga** of **Houston, Texas,** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024.**

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **18th** day of **June**, **2025**.

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

601 Northwest Loop 410, Suite 453
San Antonio, Texas 78216
Tel: 210.494.5511
www.quiddity.com

April 24, 2025

Matt Hanks, JD, PE
County Engineer
Brazoria County
451 N Velasco, Suite 230
Angleton, TX 77515

Re: **Acceptance of Streets**
Windrose Green Section Five

Dear Mr. Hanks:

Please be advised that the below referenced streets in Windrose Green Section Five ($561,811.47) have been constructed in conformance with the Construction Plans, Specifications, and Brazoria County requirements.

1. Starlight Street, 60' R.O.W., Sta. (11+58.52) to Sta. (14+83.82), 325 LF, 0.06 mi
2. Atlas Point Lane, 60' R.O.W., Sta. (1+00.00) to Sta. (11+92.46), 1,092 LF, 0.21 mi
3. Parks Edge Lane, 60' R.O.W., Sta. (8+74.77) to (11+24.77), 250 LF, 0.05 mi
4. Mosaic Valley Court, 60' R.O.W., Sta. (1+00.00) to (6+24.70), 525 LF, 0.10 mi

Sincerely,

Courtney Just

Courtney B. Just, PE
Project Engineer

CBJ/cbj
K:\29188\29188-0005-01 Windrose Green Sec 5 WS&D\3 Construction Phase\Acceptance\Brazoria County\BC Acceptance Letter_Windrose Green Sec 5.docx
29188-0005-01

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.24. **7/22/2025**

Right of Way for Bullard Road (CR 81) - Parcel 24-552 (Precinct 4)

That the matter concerning payment to the following property owner be approved and entered into by the Court for the payment for Right of Way in association with the Bullard Road (CR 81) within the City of Iowa Colony ETJ, for a settlement amount of $51,220.35 and the related closing cost.

Christy Ngo
Parcel 24-552
Appraised value of partial taking/Total Settlement Amount: $ 51,220.35

Whereas, the Total Settlement Amount does not include closing cost. The actual closing cost shall be based upon the actual closing date. The Court authorizes the payment of closing cost.

Whereas, funds for this expenditure will be fully reimbursed by the City of Iowa Colony per the Interlocal Agreement executed on August 13, 2024.

Further, that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved and the Judge be authorized to sign all documents necessary to complete this purchase.

June 25, 2025

Karen McKinnon
Brazoria County Engineering
451 N Velasco, Suite 230
Angleton, Texas 77515

RE: Brazoria County
CR 81
Transmittal of Counteroffer
Parcel 24-552 Christy Ngo

Owner:	Christy Ngo
Date of Offer:	April 15, 2025
Date of Final Offer:	June 17, 2025
Whole Tract:	10 acres (435,600 square feet)
Partial Take:	0.871 acres (37,941 square feet)
Remainder:	9.129 acres (397,659 square feet)
County's Offer:	$37,941.00
Counteroffer:	$51,220.35
Increase:	$13,279.35
% Change:	35 %

CF RECOMMENDATION: ACCEPT

Dear Ms. McKinnon:

Please find enclosed an Administrative Settlement Request submitted by the above-referenced property owner. The subject property is located along the South line of County Road 81, Brazoria, Brazoria County, Texas. The parcel to be acquired consists of 0.871 acres (37,941 square feet) being purchased as a Deed.

COUNTY'S OFFER: The County's offer is based on an appraisal prepared by Jason Mushinski, MAI, Senior Managing Director and Erin Pechal, MAI, Senior Appraiser for Valbridge Property Advisors. The initial offer of $37,941.00, which includes $1.00 psf, for the land and no money for the cost to cure.

COUNTEROFFER: The Owner proposes a counteroffer of $51,220.35 or $1.35psf, for the land, which is a 35% increase. She did not provide any back-up documentation but does note in her counter-offer letter that she has reviewed and assessed other comparable properties sold in the general area and believes that her counteroffer is justified.

FACTORS CONSIDERED IN EVALUATION

CFA recommends accepting this counteroffer based on a cost and timing savings standpoint. Even though the landowner is asking for slightly more than what the market currently shows, if the County accepted this counteroffer, it would save an estimated 2-4 months. Acquiring this parcel outside of condemnation is anticipated to take 1-2 months. Also, while there was no supporting documentation provided with this counteroffer of $1.35psf, we are aware of a comparable sale—used in a separate parcel acquisition within the same project—that reflects a price of $1.38 per square foot. While this comparable is not located in immediate proximity, it shares similar characteristics with the subject tract and others in the project area. It should also be noted that we provided this sale to the County's hired appraiser, Jason Mushinski, of Valbridge Property Advisors; and has reviewed this comparable and acknowledged that, had it been available during the original valuation process, it likely would have been considered and may have supported a higher valuation than the current $1.00 per square foot assessment. Based on this, we believe the $1.35 counteroffer appears to fall within a reasonable market range and can be supported for consideration. Lastly, title is clear and closing will be expedient with no title curative matters to contend with.

Cost Saving Issues: By going through the condemnation process the county will expend additional monies and resources utilized by the DA and costs for hearing and testimony from the County's appraiser.

Timing Issues: We anticipate a time savings of 2-4 months.

Sincerely,

Abel Garcia, Senior Right of Way Project Manager
Cobb, Fendley & Associates, Inc.

From: christy ngo
To: Michael Staines
Subject: Counter-Offer
Date: Monday, June 16, 2025 6:15:01 PM

Christy Ngo
11906 Glen Bay Ct.
Houston, TX 77089
Email: ChristyNDNgo@yahoo.com
Phone: (281)804-7072

Date: 06/16/2025

To:
Michael Staines
Right-of-Way Agent
Cobb, Fendley & Associates, Inc.
4424 W Sam Houston Parkway N, Suite 600
Houston, TX 77041

RE: Parcel 24-552 – Counter-Offer for Acquisition under Bullard Parkway Phase III (CR 81)

Dear Mr. Staines,

Thank you for your offer of $37,941.00 for the purchase of a 0.871-acre portion of my property located in Brazoria County, Texas, as part of the Bullard Parkway Phase III project. I appreciate the information and documentation you provided.

After reviewing the appraisal and current land values in the area, I believe a higher valuation more accurately reflects the fair market value of the property and its location. Therefore, I respectfully submit a counter-offer in the amount of $51,220.35, which represents a 35% increase over the original offer.

This revised amount accounts for the unique characteristics of the property, its development potential, and the importance of fair compensation in accordance with the Texas Landowner's Bill of Rights.

I remain open to further discussion and look forward to reaching a mutually agreeable resolution. Please contact me directly at (281)804-7072 or via email at ChristyNDNgo@yahoo.com should you have any questions or require additional documentation.

Sincerely,

Christy Ngo

Sent from Yahoo Mail for iPhone

0 County road 62, Iowa Colony, Texas, 77583 Brazoria County

Listing

Lots	**Sold**		
ML#:	**14077222**	List Price:	**$1,200,000**
Address:	**0 County road 62**	Orig Price:	**$1,200,000**
Area:	**5**	LP/SF:	**$1.38**
Tax Acc #:	**0532-0003-000**	DOM:	**6**
City/Location:	**Iowa Colony**	State:	**Texas**
County:	**Brazoria**	Zip Code:	**77583**
Market Area:	**Alvin North**	Section #:	
Subdivision:	**C M Hays**	Lot Num:	
Lot Size:	**871,200 / Appr Dist**	Acres:	**20.0000**
Master Planned:	**No**	LP/Acre:	**$60,000.00**
Legal Desc:	**A0532 C M HAYS TRACT 507-511 ACRES 20.00**		

Directions: **Coming from Downtown Houston, go towards 59 South, Get onto 288 South, Keep on 288 Toll Road S, Then make a right onto CR 64, Make a left onto Valley Glen Rd., Then a right onto County Road 62, Then you will arrive.**

Recent Change: **06/03/2025 : CLOSD : P->S**

Listing Office Information

List Agent:	**Kstevens1/Kristin M. Stevens**	List Broker:	**RPTI01/Real Properties**
Agent Phone:	**713-416-2169**	Appt #:	**713-930-0427 / ShowingSmart Call Center (HAR)**
Address:	**2950 North Loop West Suite 500, Houston TX 77092**	Office Phone:	**713-832-2550**
List Agent Web:		Fax #:	
Agent Email:	**kristinstevens2023@gmail.com**		
Licensed Supervisor:		Office Web:	**http://www.realproperties.com/**

School Information

School District:	**3 - Alvin**	Elem:	**MERIDIANA ELEMENTARY SCHOOL**
Middle:	**CAFFEY JUNIOR HIGH SCHOOL**	High:	**IOWA COLONY HIGH SCHOOL**
2nd Middle:			

SCHOOL INFORMATION IS COMPUTER GENERATED AND MAY NOT BE ACCURATE OR CURRENT. BUYER MUST INDEPENDENTLY VERIFY AND CONFIRM ENROLLMENT.

Description Information

Access:		Type Contract:	**Unimproved Property**
Front Dim:	Back Dim:	Left Dim:	Right Dim:
Lot Use:	**Leisure Ranch, Other, Single-Family**	Lot Improve:	Key Map: **692X**
Lot Description:	**Open**	Acreage:	**20 Up to 50 Acres**
Road Surface:		Dev Community:	
Gas:	**Gas Not Available**	Cable:	**Not Available**
Electric:	**Electric Available**	Phone:	**Not Available**

Agent Remarks:
Provide offers with POF and or Pre-approval to Kristinstevens2023@gmail.com. Broker Real Properties: #9013292, Licensed Broker: Adam Lambert #593003, Licensed Supervisor: Shenandoah Lopez #649504, Kristin Stevens #798258. 1% EM min and $250 option money. Reach out for seller's preferred title company.

Physical Property Description:
Discover this exceptional 20-acre undeveloped property offering tranquility in Rosharon, TX. Build your dream home with no HOA restrictions and a convenient location near city amenities. Enjoy the benefits of a low tax rate and the freedom to create a unique space. Don't miss out on this rare opportunity, schedule a visit today before it's gone. There is new development communities being built all around the area. What you get is tons of acreage to be able to build your dream home. The seller would like to keep the mineral rights but negotiable. No septic or well.

Utilities, Features and Additional Information

Utility District:		Area Pool:	
Water/Sewer:	**No Water**	Area Tennis:	
Golf Course Nm:		Waterfront Feat:	
Restrictions:	**Deed Restrictions**	Disclosures:	**No Disclosures**
55+ Community:	**No**	City/ETJ:	**IOWA COLONY**
Sub Lake Access:		PID:	
HOA Amenities:			
HOA: **No**		List Type:	**Exclusive Right to Sell/Lease**
List Date:	**03/22/2025** Expire Date:	T/Date:	

Financial Information

Finance Cnsdr:			
Seller May Contribute to Buyer Expenses Up To:			
Maint. Fee:	**No**	Exemptions:	**,,,,,,,,,Agricultur**
Other Mand Fee:	**No**	Auction:	
Taxes w/o Exempt:	**$44/2024**	Online Bidding:	
Tax Rate:	**2.3303**		
Affordable Housing Desc:			

Pending Information

Pending Date:	**03/28/2025**	Est Close Dt:	OPT End:	Sell Agt Rep Buyer:	**Yes**
Sell Agent:	**Cameron Crouch (CCROUCH)**		Sell Broker:	**Gulf Coast Properties (GCPO01)**	
TREC #:					

Sell Team Name:

Sold Information

Sale Price:	**$945,000**	SP/SF:	**$1.08**	SP/ACR:	**$47,250.00**	Close Date:	**06/03/2025**
Adj Sale Price:	**$945,000**	Adj SP$/SF:	**$1.08**	Adj SP$/AC:	**$47,250.00**	SP/LP #:	**0.79**
Seller Contribution:	**0**	Repairs Paid:	**$0**	Days to Close:	**67**	Title Pd By:	**Both**
CoOp:	**No**	Terms:					

Prepared By: Chris Lantz **Data Not Verified/Guaranteed by MLS** **Date: 06/10/2025 3:52 PM**
Obtain Signed HAR Broker Notice to Buyer Form

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Tax

Owner Information

Owner Name:	**Turner Rhonda**	DMA No Mail Flag:	**Y**
Carrier Route:	**R011**	Tax Billing Address:	**2531 Shadow Oaks Dr**
Tax Billing City & State:	**Fresno Tx**	Tax Billing Zip:	**77545**
Tax Billing Zip+4:	**6071**		

Location Information

Subdivision:	**C M Hays**	School District Name:	**Alvin ISD**
Township:	**Iowa Colony**	MLS Area:	**5**
Market Area:	**ALVIN NORTH**	MLS Sub Area:	**692X**
Topography:	**FLAT/LEVEL**	Census Tract:	**661902**
Neighborhood Description:	**CIC-CIC**		

Tax Information

Parcel ID:	**0532-0003-000**	Parcel ID:	**05320003000**
% Improved:	**%**	Tax Area:	**GBC**
Fire Dept Tax Dist:	**EM3**	Water Tax Dist:	**NAV**
M.U.D. Information:	**NAV**		
Legal Description:	**A0532 C M HAYS TRACT 507-511 ACRES 20.00**		
Exemptions:	**Agricultural**		

Assessment & Taxes

Assessment Year	2024	2023	2022
Assessed Value - Total	**$1,900**	**$2,300**	**$2,200**
YOY Assessed Change ($)	**-$400**	**$100**	
YOY Assessed Change (%)	**-17%**	**5%**	
Market Value - Total	**$608,400**	**$608,400**	**$416,000**
Market Value - Land	**$608,400**	**$608,400**	**$416,000**
Tax Year	**2024**	**2023**	**2022**
Total Tax	**$44**	**$55**	**$58**
Change ($)	**-$10**	**-$4**	
Change (%)	**-18.82%**	**-6.75%**	

Jurisdiction	Tax Amount	Tax Type	Tax Rate
City Of Iowa Colony	**$9.86**	**Actual**	**.51921**
Brazoria Cnty Drain Dist #5	**$1.98**	**Actual**	**.10408**
Brazoria Co ESD #3	**$1.47**	**Actual**	**.07746**
Brazoria County	**$4.97**	**Actual**	**.26163**
Alvin Community College	**$2.96**	**Actual**	**.15599**
County Road & Bridge	**$0.80**	**Actual**	**.04192**
Alvin ISD	**$22.23**	**Actual**	**1.17**

Characteristics

Land Use - CoreLogic:	**Agricultural Land**	Land Use - County:	**Real Prop-Qual. Open Space Lnd**
Land Use - State:	**Real Prop-Qual. Open Space Lnd**	Lot Acres:	**20.0000**
		Lot Sq Ft:	**871,200**
Elec Svs Type:	**ELECTRIC/GAS**	Garage Capacity:	**0**

Photos

360 History

Listing History from MLS

MLS#: 14077222 — **0 County Road 62 Iowa Colony 77583** — Prop Type:**LND**
Sold

Office	Agent	Field Name	Change Info	Change Type	Price	Date	DOM
GCPO01	Ccrouch	Status	PEND->CLOSD	Sold	$945,000	06/03/25 02:56 PM	6
GCPO01	Ccrouch	Status	OP->PEND	Pending	$1,200,00	04/28/25 12:16 AM	6
GCPO01	Ccrouch	Status	ACT->OP	Option Pending	$1,200,00	03/28/25 01:57 PM	6
RPTI01	Kstevens1	Status	->ACT	New Listing	$1,200,00	03/22/25 02:47 PM	0

MLS#: 10035648 — **000 County Road 62 Manvel 77583** — Prop Type:**LND**
Active

Office	Agent	Field Name	Change Info	Change Type	Price	Date	DOM
TOBI01	mtnguyen	ListPrice	$449,000->$439,000	Price Decrease	$439,000	02/03/25 11:19 AM	76
TOBI01	mtnguyen	Status	->ACT	New Listing	$449,000	11/19/24 06:01 PM	0

MLS#: 70740386 — **0 County Road 62 Rosharon 77583** — Prop Type:**LND**
Terminated

Office	Agent	Field Name	Change Info	Change Type	Price	Date	DOM
RXLL01	SSudderth	Status	ACT->TERM	Terminated	$700,000	06/03/24 08:58 AM	166
RXLL01	SSudderth	ListPrice	$750,000->$700,000	Price Decrease	$700,000	03/11/24 01:49 PM	82
RXLL02	SSudderth	Status	->ACT	New Listing	$750,000	12/20/23 08:49 AM	0

MLS#: 37458869 — **0 County Road 62 Rosharon 77583** — Prop Type:**LND**
Terminated

Office	Agent	Field Name	Change Info	Change Type	Price	Date	DOM
RXLL02	SSudderth	Status	ACT->TERM	Terminated	$750,000	12/18/23 11:11 AM	461
RXLL01	SSudderth	ListPrice	$700,000->$750,000	Price Increase	$750,000	05/30/23 04:42 PM	259
RXLL01	SSudderth	Status	->ACT	New Listing	$700,000	09/13/22 09:42 PM	0

MLS#: 10294094 — **00 County Road 62 Rosharon 77583** — Prop Type:**LND**
Terminated

Office	Agent	Field Name	Change Info	Change Type	Price	Date	DOM
GCPO01	CCROUCH	Status	WITH->TERM	Terminated	$375,000	11/08/22 07:25 PM	134
GCPO01	CCROUCH	Status	ACT->WITH	Withdrawn	$375,000	10/25/22 09:11 PM	134
GCPO01	CCROUCH	ListPrice	$500,000->$375,000	Price Decrease	$375,000	07/06/22 08:30 PM	23
GCPO01	CCROUCH	Status	->ACT	New Listing	$500,000	06/13/22 10:41 AM	0

MLS#: 88760016 **0 County Road 62 Rosharon 77583** Prop Type:**LND**
Expired

Office	Agent	Field Name	Change Info	Change Type	Price	Date	DOM
RXLL01	SSudderth	Status	ACT->EXP	Expired	$700,000	09/08/22 12:11 AM	307
RXLL01	SSudderth	ListPrice	$750,000->$700,000	Price Decrease	$700,000	07/05/22 03:46 PM	243
RXLL01	SSudderth	ListPrice	$775,000->$750,000	Price Decrease	$750,000	06/25/22 05:01 PM	233
RXLL01	SSudderth	ListPrice	$800,000->$775,000	Price Decrease	$775,000	04/20/22 08:01 AM	167
RXLL01	SSudderth	Status	CS->ACT	New Listing	$800,000	11/04/21 07:01 AM	0
RXLL01	SSudderth	Status	I->CS	Coming Soon	$800,000	11/01/21 11:50 AM	0

MLS#: 80743892 **0 County Road 62 Rosharon 77583** Prop Type:**LND**
Sold

Office	Agent	Field Name	Change Info	Change Type	Price	Date	DOM
ROOF01	CaroLinaE	Status	PEND->CLOSD	Sold	$237,000	01/24/21 07:25 PM	17
ROOF01	CaroLinaE	Status	OP->PEND	Pending	$239,500	01/14/21 12:15 AM	17
ROOF01	CaroLinaE	Status	ACT->OP	Option Pending	$239,500	01/05/21 10:30 PM	17
IDGR01	CTubbs	ListPrice	$255,000->$239,500	Price Decrease	$239,500	01/04/21 10:08 AM	16
IDGR01	CTubbs	ListPrice	$269,000->$255,000	Price Decrease	$255,000	12/26/20 06:04 PM	7
IDGR01	CTubbs	Status	->ACT	New Listing	$269,000	12/19/20 06:31 PM	0

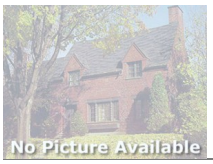
MLS#: 94852849 **0 County Road 62 Rosharon 77583** Prop Type:**LND**
Sold

Office	Agent	Field Name	Change Info	Change Type	Price	Date	DOM
KWSW01	WINONA	STATUS	PEND->CLOSD	Sold	$185,000	09/27/16 09:29 AM	146
WALZ02	ocampb	STATUS	OP->PEND	Pending	$198,000	04/12/16 06:58 AM	146
WALZ02	ocampb	STATUS	ACT->OP	Option Pending	$198,000	03/03/16 08:06 AM	148
WALZ02	ocampb	STATUS	->ACT	New Listing	$198,000	10/08/15 12:32 PM	1

MLS#: 22968420 **00 County Road 62 Iowa Colony 77583** Prop Type:**LND**
Sold

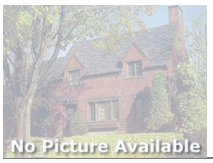
Office	Agent	Field Name	Change Info	Change Type	Price	Date	DOM
TDEC01	knw	STATUS	PSHO->CLOSD	Sold	$88,500	10/22/13 10:25 AM	152
TDEC01	knw	STATUS	ACT->PSHO	Pending Continu	$94,800	10/04/13 08:14 AM	173
utxr01	CLLerma	ListPrice	$99,800->$94,800	Price Decrease	$94,800	06/02/13 07:34 PM	49
utxr01	CLLerma	STATUS	->ACT	New Listing	$99,800	04/16/13 01:27 PM	1

MLS#: 48970591 **00 County Road 62 Iowa Colony 77583** Prop Type:**LND**
Terminated



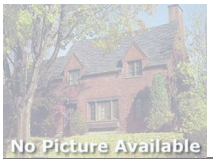
Office	Agent	Field Name	Change Info	Change Type	Price	Date	DOM
utxr01	CLLerma	STATUS	ACT->TERM	Terminated	$49,900	04/16/13 01:31 PM	92
utxr01	CLLerma	STATUS	->ACT	New Listing	$49,900	01/16/13 12:15 PM	1

MLS#: 92486903 **00 County Road 62 Iowa Colony 77583** Prop Type:**LND**
Terminated



Office	Agent	Field Name	Change Info	Change Type	Price	Date	DOM
utxr01	CLLerma	STATUS	ACT->TERM	Terminated	$99,800	04/16/13 01:23 PM	92
utxr01	CLLerma	ListPrice	$49,900->$99,800	Price Increase	$99,800	04/16/13 01:22 PM	92
utxr01	CLLerma	STATUS	->ACT	New Listing	$49,900	01/16/13 12:08 PM	1

MLS#: 3016040 **0 County Road 62 Rosharon 77583** Prop Type:**LND**
Expired

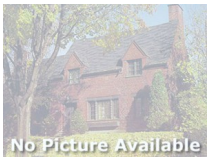


Office	Agent	Field Name	Change Info	Change Type	Price	Date	DOM
KWHM01	wleblanc	STATUS	ACT->EXP	Expired	$120,000	10/02/07 01:30 AM	186
KWHM01	wleblanc	STATUS	->ACT	New Listing	$120,000	04/02/07 03:00 PM	1

MLS#: 45466698 **0 County Road 62 Rosharon 77583** Prop Type:**ACR**
Expired

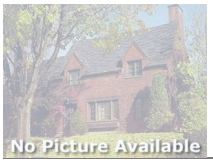
Office	Agent	Field Name	Change Info	Change Type	Price	Date	DOM
WALZ02	ocampb	Status	ACT->EXP	Expired	$442,500	07/20/18 12:10 AM	181
WALZ02	ocampb	ListPrice	$480,000->$442,500	Price Decrease	$442,500	02/24/18 08:45 AM	36
WALZ02	ocampb	Status	->ACT	New Listing	$480,000	01/23/18 11:28 AM	4

MLS#: 45339804 **0 County Road 62 Rosharon 77583** Prop Type:**ACR**
Terminated



Office	Agent	Field Name	Change Info	Change Type	Price	Date	DOM
KWPL01	HEIDIALL	STATUS	WITH->TERM	Terminated	$130,000	09/16/14 02:58 PM	65
KWPL01	HEIDIALL	STATUS	ACT->WITH	Withdrawn	$130,000	06/25/14 10:01 AM	65
KWPL01	HEIDIALL	STATUS	PEND->ACT	Back On Market	$130,000	06/24/14 05:27 PM	62
KWPL01	HEIDIALL	STATUS	PSHO->PEND	Pending	$130,000	05/28/14 09:37 AM	62
KWPL01	HEIDIALL	STATUS	PEND->PSHO	Pending Continu	$130,000	04/29/14 06:17 AM	62
KWPL01	HEIDIALL	STATUS	PSHO->PEND	Pending	$130,000	04/10/14 12:30 AM	62
KWPL01	HEIDIALL	STATUS	PEND->PSHO	Pending Continu	$130,000	04/02/14 06:32 AM	62
KWPL01	HEIDIALL	STATUS	ACT->PEND	Pending	$130,000	02/07/14 09:04 AM	64
KWPL01	HEIDIALL	STATUS	->ACT	New Listing	$130,000	12/05/13 10:22 AM	1

MLS#: 62303748 **0 County Road 62 Rosharon 77583** Prop Type:**ACR**
Expired



Office	Agent	Field Name	Change Info	Change Type	Price	Date	DOM
KWHM01	MBEYER	STATUS	ACT->EXP	Expired	$596,000	03/06/13 12:30 AM	365
KWHM01	MBEYER	STATUS	->ACT	New Listing	$596,000	03/06/12 07:25 AM	1

Deed History from Public Records

Rec. Date	Deed Date	Nom.	Buyer Name(s)	Buyer Name(s) 2	Seller Name(s)	Doc. #	Document Type
10/06/03	09/25/03		Turner Rhonda		Chernosky Family Ptshp Ltd	64295	Warranty Deed
09/29/03	07/25/03		Vanle Thu		Le Tony H	62286	Deed (Reg)
12/04/02	11/19/02		Harris Michael E	**Le Tony H**	Chernosky Family Ptshp Ltd	62852	Warranty Deed
11/21/02	11/19/02		Bryant Dexter & Belinda	**Bryant Jeffrey & Michelle**	Chernosky Family Ptshp Ltd	60748	Warranty Deed

Mortgage History

Date	Amount	Mortgage Lender	Mortgage Type Code	Borower Name	Borrower Name 2	Term	Int Rate	Title Company
10/06/2003	$40,000	Private Individual	**YEARS**			**15**		
12/04/2002	$40,000	Private Individual	**YEARS**			**15**		
11/21/2002	$40,000	Private Individual	**YEARS**			**15**		

County: Brazoria
Project: Bullard Parkway Phase III
Job No. 242207
Parcel/MBS No.24-552

FIELD NOTES FOR 0.871 ACRE

Being a tract containing 0.871 acres of land, located in the H.T. & B.R.R. Company Survey, Lot 58, Abstract Number 516, in Brazoria County, Texas; said 0.871 acre tract being a portion of a call 10.00 acre tract recorded in the name of Christy Ngo in File Number 2020011424 of the Official Public Records of Brazoria County (O.P.R.B.C.); said 0.871 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations):

Commencing at the northwesterly corner of said 10.00 acre tract, the southwesterly corner of a call 40 acre tract recorded in the name of E.R.M. Holdings, Inc. in File Number 2015023061 of the O.P.R.B.C. and being on the easterly line of a call 306.158 acre tract styled as Parcel 3 and recorded in the name of 608 Colony Investments, Ltd. in File Number 2021062781 of the O.P.R.B.C. (corrected in File Number 2023040989 of the O.P.R.B.C.);

Thence, with the westerly line of said 10.00 acre tract, South 03 degrees 10 minutes 06 seconds East, a distance of 30.28 feet to the **Point of Beginning** of the herein described tract;

Thence, through and across said 10.00 acre tract, North 86 degrees 48 minutes 27 seconds East, a distance of 659.74 feet to the easterly line of said 10.00 acre tract and the westerly line of a call 29.88 acre tract recorded in the name of Doninic Joseph Magnabosco in File Number 2020035285 of the O.P.R.B.C.;

Thence, with said line, South 03 degrees 11 minutes 42 seconds East, a distance of 41.19 feet;

Thence, leaving said line, through and across aforesaid 10.00 acre tract, the following three (3) courses:

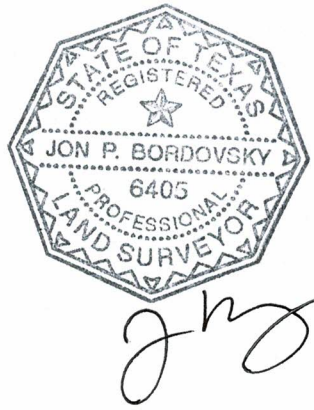
1) South 83 degrees 11 minutes 08 seconds West, a distance of 294.53 feet;

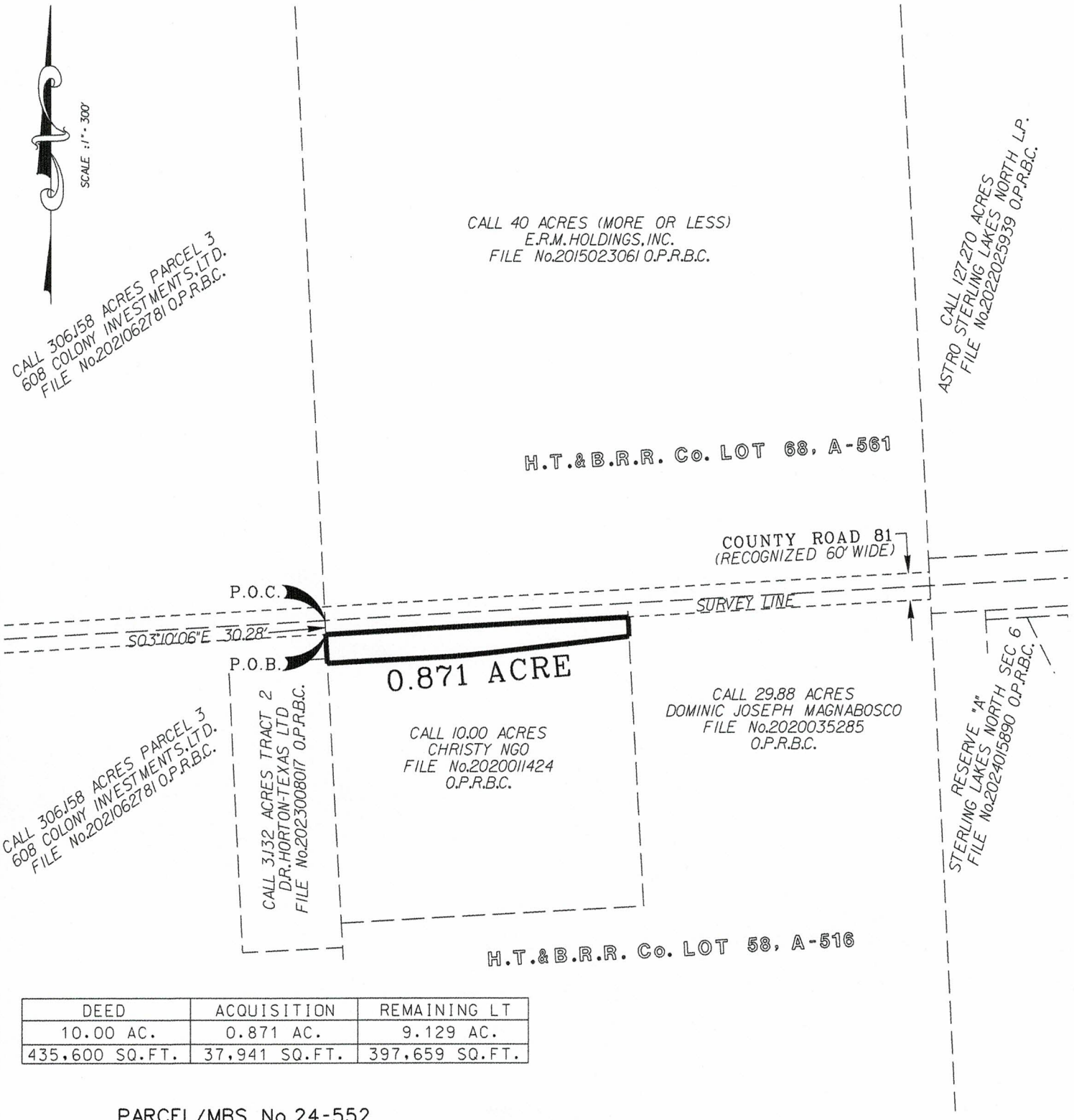
2) 139.85 feet along the arc of a curve to the right, said curve having a radius of 2060.00 feet, a central angle of 03 degrees 53 minutes 23 seconds and a chord that bears South 85 degrees 07 minutes 49 seconds West, a distance of 139.82 feet;

3) South 87 degrees 04 minutes 31 seconds West, a distance of 226.07 feet to the aforesaid westerly line of call 10.00 acre tract;

Thence, with said line, North 03 degrees 10 minutes 06 seconds West, a distance of 62.83 feet to the **Point of Beginning** and containing 0.871 acre of land.

GBI PARTNERS
TBPELS Firm No. 10130300
Ph: 281.499.4539
September 11, 2024





DEED	ACQUISITION	REMAINING LT
10.00 AC.	0.871 AC.	9.129 AC.
435,600 SQ.FT.	37,941 SQ.FT.	397,659 SQ.FT.

PARCEL/MBS No.24-552

EXHIBIT OF
0.871 ACRE

BEING A PORTION OF A CALL 10.00 ACRE TRACT RECORDED IN THE NAME OF CHRISTY NGO IN FILE NUMBER 2020011424 OF THE O.P.R.B.C.,

LOCATED IN THE
H.T. & B.R.R. Co. LOT 58, A-516
BRAZORIA COUNTY, TEXAS

GBI
LAND SURVEYING CONSULTANTS

GBI PARTNERS
4724 VISTA ROAD
PASADENA, TX 77505
PHONE: 281-499-4539
TBPELS FIRM #10130300
GBISurvey@GBISurvey.com
www.GBISurvey.com

JOB NO:242207
SCALE:1"=300'
DATE:09/11/2024
PARCEL/MBS No.:24-552

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.25. **7/22/2025**

Right of Way for Bullard Road (CR 81) - Parcel 24-554 (Precinct 4)

That the matter concerning payment to the following property owner be approved and entered into by the Court for the payment for Right of Way in association with the Bullard Road (CR 81) within the City of Iowa Colony ETJ, for a settlement amount of $22,000.00 and the related closing cost.

Dominic Joseph Magnabosco
Parcel 24-554
Appraised value of partial taking/Total Settlement Amount: $ 22,000.00

Whereas, the Total Settlement Amount does not include closing cost. The actual closing cost shall be based upon the actual closing date. The Court authorizes the payment of closing cost.

Whereas, funds for this expenditure will be fully reimbursed by the City of Iowa Colony per the Interlocal Agreement executed on August 13, 2024.

Further, that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved and the Judge be authorized to sign all documents necessary to complete this purchase.

CobbFendley

June 24, 2025

Karen McKinnon
Brazoria County Engineering
451 N Velasco, Suite 230
Angleton, Texas 77515

RE: Brazoria County
CR 81
Transmittal of Counteroffer
Parcel 24-554 Dominic Joseph Magnabosco

Owner:	Dominic Joseph Magnabosco
Date of Offer:	April 15, 2025
Date of Final Offer:	June 17, 2025
Whole Tract:	29.880 acres (1,301,573 square feet)
Partial Take:	0.478 acres (20,822 square feet)
Remainder:	29.402 acres (1,280,751 square feet)
County's Offer:	$18,740.00
Counteroffer:	$22,000.00
Increase:	$ 3,260.00
% Change:	17.4 %

CF RECOMMENDATION: ACCEPT

Dear Ms. McKinnon:

Please find enclosed an Administrative Settlement Request submitted by the above-referenced property owner. The subject property is located along the South line of County Road 81, Brazoria, Brazoria County, Texas. The parcel to be acquired consists of 0.478 acres (20,822 square feet) being purchased as a Deed.

COUNTY'S OFFER: The County's offer is based on an appraisal prepared by Jason Mushinski, MAI, Senior Managing Director and Erin Pechal, MAI, Senior Appraiser for Valbridge Property Advisors. The initial offer of $18,740.00, which includes $0.90 psf, for the land and no money for the cost to cure.

COUNTEROFFER: The Owner proposes a counteroffer of $22,000.00 for the land and provided comparable sales data to justify the increase of 17.4%.

FACTORS CONSIDERED IN EVALUATION

CFA recommends accepting this counteroffer based on a cost and timing savings standpoint. If the County accepted this counteroffer, it would save an estimated 2-4 months. Acquiring this parcel outside of condemnation is anticipated to take 1-2 months. Cobb Fendley also consulted with Jason Mushinski, appraiser, and he verified that had he had access to this the sales comparable he would have considered it. He also believes that the requested increase is not outside a typical real world negotiation counteroffer request. Lastly, title is clear and closing will be expedient with no title curative matters to contend with.

Cost Saving Issues: By going through the condemnation process the county will expend additional monies and resources utilized by the DA and costs for hearing and testimony from the County's appraiser.

Timing Issues: We anticipate a time savings of 2-4 months.

Sincerely,

Abel Garcia, Senior Right of Way Project Manager
Cobb, Fendley & Associates, Inc.

From: Dominic Magnabosco
To: Michael Staines; Abel Garcia
Subject: Re: Property Valuation Parcel 24-554
Date: Tuesday, June 17, 2025 7:25:54 AM

After reviewing the offer for the land and looking at the properties that have recently sold, I feel that your offer is below what I am looking for.

The properties I listed in my previous email showed a value more than double what your offer is. I do understand that many of these properties are smaller parcels than mine and therefore may carry a premium to my land value. But just last week a property sold on 0 Country Road 62 that is 20 acres in size. It sold for 42,000 per acre and is at a lower elevation than my land at higher flood risk than my land.

Based on these factors I think your offer of $18,740 is too low. I would be willing to sell the 0.478 acre portion of my land for a price of $22,000.

Please let me know if you agree to this price.

Regards,
Dominic Magnabosco

On Tue, Jun 3, 2025, 10:49 AM Dominic Magnabosco <DM@magnawoodlands.com> wrote:

> I have reviewed the methodology that you used in order to come up with a valuation of my property. I think there are a couple issues that should be highlighted. The valuation of the property has likely increased significantly in the past few years and the comps that were used are from older sales. Additionally one of the property sales chosen was in a flood plain and my property is outside the 500 year flood plain.
>
> I think a more appropriate valuation could be determined by using more recent sales (within the past year) and chosing land that is not in a flood plain.
>
> Here is a list of properties that have sold in the last few months that are close to my property and not in the flood plain.
>
> 902 Post Road
> Rosharon TX 77583
> 17.5 acres sales price range 2.18m- 2.5m
>
> 7010 Iowa Ln
> Marvel TX 77578
> 4.8 acres sales price range 552k-627k
>
> 0 Sycamore St
> Fresno TX 77545
> 4.5 acres sales price range 717k- 827k
>
> 0 Hanselman Road

Marvel TX 77578
3.6 acres sales price range 370k- 420k

0 County Road 382
Rosharon TX 77583
3.3 acres sales price range 215k-250k

0 W Colony Loop Road
Iowa Colony, TX 77583
2.8 acres sales price range 285k-325k

11819 Country Side Dr
Rosharon, TX 77583
2 acres sales price range 185k-215k

Using these more recent comps comes up with a significantly higher valuation of my property.

Additionally I have concerns about access to my land. My land is adjacent to Bullard Rd and that is my access point to my land. If I sell a portion of my land that is adjacent to Bullard Road I would still need access to the proposed Bullard Parkway. I have concerns that construction of Bullard Parkway may prevent me from access to my land. I would need to have an entry point onto Bullard parkway from my land.

I am happy to discuss this further. Please contact me at your earliest convenience.

Regards,
Dominic Magnabosco
513-377-7708

0 County road 62, Iowa Colony, Texas, 77583 Brazoria County

Listing

Lots	**Sold**		
ML#:	**14077222**	List Price:	**$1,200,000**
Address:	**0 County road 62**	Orig Price:	**$1,200,000**
Area:	**5**	LP/SF:	**$1.38**
Tax Acc #:	**0532-0003-000**	DOM:	**6**
City/Location:	**Iowa Colony**	State:	**Texas**
County:	**Brazoria**	Zip Code:	**77583**
Market Area:	**Alvin North**	Section #:	
Subdivision:	**C M Hays**	Lot Num:	
Lot Size:	**871,200 / Appr Dist**	Acres:	**20.0000**
Master Planned:	**No**	LP/Acre:	**$60,000.00**
Legal Desc:	**A0532 C M HAYS TRACT 507-511 ACRES 20.00**		

Directions: **Coming from Downtown Houston, go towards 59 South, Get onto 288 South, Keep on 288 Toll Road S, Then make a right onto CR 64, Make a left onto Valley Glen Rd., Then a right onto County Road 62, Then you will arrive.**

Recent Change: **06/03/2025 : CLOSD : P->S**

Listing Office Information

List Agent:	**Kstevens1/Kristin M. Stevens**	List Broker:	**RPTI01/Real Properties**
Agent Phone:	**713-416-2169**	Appt #:	**713-930-0427 / ShowingSmart Call Center (HAR)**
Address:	**2950 North Loop West Suite 500, Houston TX 77092**	Office Phone:	**713-832-2550**
List Agent Web:		Fax #:	
Agent Email:	**kristinstevens2023@gmail.com**		
Licensed Supervisor:		Office Web:	**http://www.realproperties.com/**

School Information

School District:	**3 - Alvin**	Elem:	**MERIDIANA ELEMENTARY SCHOOL**
Middle:	**CAFFEY JUNIOR HIGH SCHOOL**	High:	**IOWA COLONY HIGH SCHOOL**
2nd Middle:			

SCHOOL INFORMATION IS COMPUTER GENERATED AND MAY NOT BE ACCURATE OR CURRENT. BUYER MUST INDEPENDENTLY VERIFY AND CONFIRM ENROLLMENT.

Description Information

Access:		Type Contract:	**Unimproved Property**
Front Dim:	Back Dim:	Left Dim:	Right Dim:
Lot Use:	**Leisure Ranch, Other, Single-Family**	Lot Improve:	Key Map: **692X**
Lot Description:	**Open**	Acreage:	**20 Up to 50 Acres**
Road Surface:		Dev Community:	
Gas:	**Gas Not Available**	Cable:	**Not Available**
Electric:	**Electric Available**	Phone:	**Not Available**

Agent Remarks:
Provide offers with POF and or Pre-approval to Kristinstevens2023@gmail.com. Broker Real Properties: #9013292, Licensed Broker: Adam Lambert #593003, Licensed Supervisor: Shenandoah Lopez #649504, Kristin Stevens #798258. 1% EM min and $250 option money. Reach out for seller's preferred title company.

Physical Property Description:
Discover this exceptional 20-acre undeveloped property offering tranquility in Rosharon, TX. Build your dream home with no HOA restrictions and a convenient location near city amenities. Enjoy the benefits of a low tax rate and the freedom to create a unique space. Don't miss out on this rare opportunity, schedule a visit today before it's gone. There is new development communities being built all around the area. What you get is tons of acreage to be able to build your dream home. The seller would like to keep the mineral rights but negotiable. No septic or well.

Utilities, Features and Additional Information

Utility District:		Area Pool:	
Water/Sewer:	**No Water**	Area Tennis:	
Golf Course Nm:		Waterfront Feat:	
Restrictions:	**Deed Restrictions**	Disclosures:	**No Disclosures**
55+ Community:	**No**	City/ETJ:	**IOWA COLONY**
Sub Lake Access:		PID:	
HOA Amenities:			
HOA: **No**		List Type:	**Exclusive Right to Sell/Lease**
List Date:	**03/22/2025** Expire Date:	T/Date:	

Financial Information

Finance Cnsdr:			
Seller May Contribute to Buyer Expenses Up To:			
Maint. Fee:	**No**	Exemptions:	**,,,,,,,,,Agricultur**
Other Mand Fee:	**No**	Auction:	
Taxes w/o Exempt:	**$44/2024**	Online Bidding:	
Tax Rate:	**2.3303**		
Affordable Housing Desc:			

Pending Information

Pending Date:	**03/28/2025**	Est Close Dt:	OPT End:	Sell Agt Rep Buyer:	**Yes**
Sell Agent:	**Cameron Crouch (CCROUCH)**		Sell Broker:	**Gulf Coast Properties (GCPO01)**	
TREC #:					

Sell Team Name:

Sold Information

Sale Price:	**$945,000**	SP/SF:	**$1.08**	SP/ACR:	**$47,250.00**	Close Date:	**06/03/2025**
Adj Sale Price:	**$945,000**	Adj SP$/SF:	**$1.08**	Adj SP$/AC:	**$47,250.00**	SP/LP #:	**0.79**
Seller Contribution:	**0**	Repairs Paid:	**$0**	Days to Close:	**67**	Title Pd By:	**Both**
CoOp:	**No**	Terms:					

Prepared By: Chris Lantz **Data Not Verified/Guaranteed by MLS** **Date: 06/10/2025 3:52 PM**
Obtain Signed HAR Broker Notice to Buyer Form

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Tax

Owner Information

Owner Name:	**Turner Rhonda**	DMA No Mail Flag:	**Y**
Carrier Route:	**R011**	Tax Billing Address:	**2531 Shadow Oaks Dr**
Tax Billing City & State:	**Fresno Tx**	Tax Billing Zip:	**77545**
Tax Billing Zip+4:	**6071**		

Location Information

Subdivision:	**C M Hays**	School District Name:	**Alvin ISD**
Township:	**Iowa Colony**	MLS Area:	**5**
Market Area:	**ALVIN NORTH**	MLS Sub Area:	**692X**
Topography:	**FLAT/LEVEL**	Census Tract:	**661902**
Neighborhood Description:	**CIC-CIC**		

Tax Information

Parcel ID:	**0532-0003-000**	Parcel ID:	**05320003000**
% Improved:	**%**	Tax Area:	**GBC**
Fire Dept Tax Dist:	**EM3**	Water Tax Dist:	**NAV**
M.U.D. Information:	**NAV**		
Legal Description:	**A0532 C M HAYS TRACT 507-511 ACRES 20.00**		
Exemptions:	**Agricultural**		

Assessment & Taxes

Assessment Year	2024	2023	2022
Assessed Value - Total	**$1,900**	**$2,300**	**$2,200**
YOY Assessed Change ($)	**-$400**	**$100**	
YOY Assessed Change (%)	**-17%**	**5%**	
Market Value - Total	**$608,400**	**$608,400**	**$416,000**
Market Value - Land	**$608,400**	**$608,400**	**$416,000**
Tax Year	**2024**	**2023**	**2022**
Total Tax	**$44**	**$55**	**$58**
Change ($)	**-$10**	**-$4**	
Change (%)	**-18.82%**	**-6.75%**	

Jurisdiction	Tax Amount	Tax Type	Tax Rate
City Of Iowa Colony	**$9.86**	**Actual**	**.51921**
Brazoria Cnty Drain Dist #5	**$1.98**	**Actual**	**.10408**
Brazoria Co ESD #3	**$1.47**	**Actual**	**.07746**
Brazoria County	**$4.97**	**Actual**	**.26163**
Alvin Community College	**$2.96**	**Actual**	**.15599**
County Road & Bridge	**$0.80**	**Actual**	**.04192**
Alvin ISD	**$22.23**	**Actual**	**1.17**

Characteristics

Land Use - CoreLogic:	**Agricultural Land**	Land Use - County:	**Real Prop-Qual. Open Space Lnd**
Land Use - State:	**Real Prop-Qual. Open Space Lnd**	Lot Acres:	**20.0000**
		Lot Sq Ft:	**871,200**
Elec Svs Type:	**ELECTRIC/GAS**	Garage Capacity:	**0**

Photos

360 History

Listing History from MLS

MLS#: 14077222 — **0 County Road 62 Iowa Colony 77583** — Prop Type:**LND**
Sold

Office	Agent	Field Name	Change Info	Change Type	Price	Date	DOM
GCPO01	Ccrouch	Status	PEND->CLOSD	Sold	$945,000	06/03/25 02:56 PM	6
GCPO01	Ccrouch	Status	OP->PEND	Pending	$1,200,00	04/28/25 12:16 AM	6
GCPO01	Ccrouch	Status	ACT->OP	Option Pending	$1,200,00	03/28/25 01:57 PM	6
RPTI01	Kstevens1	Status	->ACT	New Listing	$1,200,00	03/22/25 02:47 PM	0

MLS#: 10035648 — **000 County Road 62 Manvel 77583** — Prop Type:**LND**
Active

Office	Agent	Field Name	Change Info	Change Type	Price	Date	DOM
TOBI01	mtnguyen	ListPrice	$449,000->$439,000	Price Decrease	$439,000	02/03/25 11:19 AM	76
TOBI01	mtnguyen	Status	->ACT	New Listing	$449,000	11/19/24 06:01 PM	0

MLS#: 70740386 — **0 County Road 62 Rosharon 77583** — Prop Type:**LND**
Terminated

Office	Agent	Field Name	Change Info	Change Type	Price	Date	DOM
RXLL01	SSudderth	Status	ACT->TERM	Terminated	$700,000	06/03/24 08:58 AM	166
RXLL01	SSudderth	ListPrice	$750,000->$700,000	Price Decrease	$700,000	03/11/24 01:49 PM	82
RXLL02	SSudderth	Status	->ACT	New Listing	$750,000	12/20/23 08:49 AM	0

MLS#: 37458869 — **0 County Road 62 Rosharon 77583** — Prop Type:**LND**
Terminated

Office	Agent	Field Name	Change Info	Change Type	Price	Date	DOM
RXLL02	SSudderth	Status	ACT->TERM	Terminated	$750,000	12/18/23 11:11 AM	461
RXLL01	SSudderth	ListPrice	$700,000->$750,000	Price Increase	$750,000	05/30/23 04:42 PM	259
RXLL01	SSudderth	Status	->ACT	New Listing	$700,000	09/13/22 09:42 PM	0

MLS#: 10294094 — **00 County Road 62 Rosharon 77583** — Prop Type:**LND**
Terminated

Office	Agent	Field Name	Change Info	Change Type	Price	Date	DOM
GCPO01	CCROUCH	Status	WITH->TERM	Terminated	$375,000	11/08/22 07:25 PM	134
GCPO01	CCROUCH	Status	ACT->WITH	Withdrawn	$375,000	10/25/22 09:11 PM	134
GCPO01	CCROUCH	ListPrice	$500,000->$375,000	Price Decrease	$375,000	07/06/22 08:30 PM	23
GCPO01	CCROUCH	Status	->ACT	New Listing	$500,000	06/13/22 10:41 AM	0

MLS#: 88760016 **0 County Road 62 Rosharon 77583** Prop Type:**LND**
Expired

Office	Agent	Field Name	Change Info	Change Type	Price	Date	DOM
RXLL01	SSudderth	Status	ACT->EXP	Expired	$700,000	09/08/22 12:11 AM	307
RXLL01	SSudderth	ListPrice	$750,000->$700,000	Price Decrease	$700,000	07/05/22 03:46 PM	243
RXLL01	SSudderth	ListPrice	$775,000->$750,000	Price Decrease	$750,000	06/25/22 05:01 PM	233
RXLL01	SSudderth	ListPrice	$800,000->$775,000	Price Decrease	$775,000	04/20/22 08:01 AM	167
RXLL01	SSudderth	Status	CS->ACT	New Listing	$800,000	11/04/21 07:01 AM	0
RXLL01	SSudderth	Status	I->CS	Coming Soon	$800,000	11/01/21 11:50 AM	0

MLS#: 80743892 **0 County Road 62 Rosharon 77583** Prop Type:**LND**
Sold

Office	Agent	Field Name	Change Info	Change Type	Price	Date	DOM
ROOF01	CaroLinaE	Status	PEND->CLOSD	Sold	$237,000	01/24/21 07:25 PM	17
ROOF01	CaroLinaE	Status	OP->PEND	Pending	$239,500	01/14/21 12:15 AM	17
ROOF01	CaroLinaE	Status	ACT->OP	Option Pending	$239,500	01/05/21 10:30 PM	17
IDGR01	CTubbs	ListPrice	$255,000->$239,500	Price Decrease	$239,500	01/04/21 10:08 AM	16
IDGR01	CTubbs	ListPrice	$269,000->$255,000	Price Decrease	$255,000	12/26/20 06:04 PM	7
IDGR01	CTubbs	Status	->ACT	New Listing	$269,000	12/19/20 06:31 PM	0

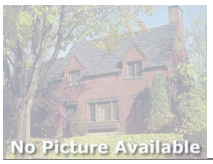
MLS#: 94852849 **0 County Road 62 Rosharon 77583** Prop Type:**LND**
Sold

Office	Agent	Field Name	Change Info	Change Type	Price	Date	DOM
KWSW01	WINONA	STATUS	PEND->CLOSD	Sold	$185,000	09/27/16 09:29 AM	146
WALZ02	ocampb	STATUS	OP->PEND	Pending	$198,000	04/12/16 06:58 AM	146
WALZ02	ocampb	STATUS	ACT->OP	Option Pending	$198,000	03/03/16 08:06 AM	148
WALZ02	ocampb	STATUS	->ACT	New Listing	$198,000	10/08/15 12:32 PM	1

MLS#: 22968420 **00 County Road 62 Iowa Colony 77583** Prop Type:**LND**
Sold

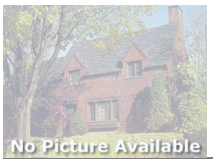
Office	Agent	Field Name	Change Info	Change Type	Price	Date	DOM
TDEC01	knw	STATUS	PSHO->CLOSD	Sold	$88,500	10/22/13 10:25 AM	152
TDEC01	knw	STATUS	ACT->PSHO	Pending Continu	$94,800	10/04/13 08:14 AM	173
utxr01	CLLerma	ListPrice	$99,800->$94,800	Price Decrease	$94,800	06/02/13 07:34 PM	49
utxr01	CLLerma	STATUS	->ACT	New Listing	$99,800	04/16/13 01:27 PM	1

MLS#: 48970591 **00 County Road 62 Iowa Colony 77583** Prop Type:**LND**
Terminated



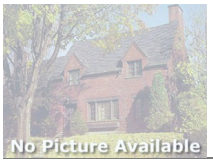
Office	Agent	Field Name	Change Info	Change Type	Price	Date	DOM
utxr01	CLLerma	STATUS	ACT->TERM	Terminated	$49,900	04/16/13 01:31 PM	92
utxr01	CLLerma	STATUS	->ACT	New Listing	$49,900	01/16/13 12:15 PM	1

MLS#: 92486903 **00 County Road 62 Iowa Colony 77583** Prop Type:**LND**
Terminated



Office	Agent	Field Name	Change Info	Change Type	Price	Date	DOM
utxr01	CLLerma	STATUS	ACT->TERM	Terminated	$99,800	04/16/13 01:23 PM	92
utxr01	CLLerma	ListPrice	$49,900->$99,800	Price Increase	$99,800	04/16/13 01:22 PM	92
utxr01	CLLerma	STATUS	->ACT	New Listing	$49,900	01/16/13 12:08 PM	1

MLS#: 3016040 **0 County Road 62 Rosharon 77583** Prop Type:**LND**
Expired

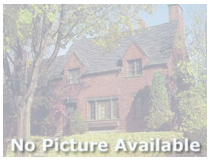


Office	Agent	Field Name	Change Info	Change Type	Price	Date	DOM
KWHM01	wleblanc	STATUS	ACT->EXP	Expired	$120,000	10/02/07 01:30 AM	186
KWHM01	wleblanc	STATUS	->ACT	New Listing	$120,000	04/02/07 03:00 PM	1

MLS#: 45466698 **0 County Road 62 Rosharon 77583** Prop Type:**ACR**
Expired

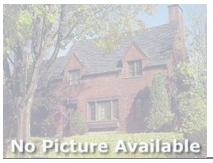
Office	Agent	Field Name	Change Info	Change Type	Price	Date	DOM
WALZ02	ocampb	Status	ACT->EXP	Expired	$442,500	07/20/18 12:10 AM	181
WALZ02	ocampb	ListPrice	$480,000->$442,500	Price Decrease	$442,500	02/24/18 08:45 AM	36
WALZ02	ocampb	Status	->ACT	New Listing	$480,000	01/23/18 11:28 AM	4

MLS#: 45339804 **0 County Road 62 Rosharon 77583** Prop Type:**ACR**
Terminated



Office	Agent	Field Name	Change Info	Change Type	Price	Date	DOM
KWPL01	HEIDIALL	STATUS	WITH->TERM	Terminated	$130,000	09/16/14 02:58 PM	65
KWPL01	HEIDIALL	STATUS	ACT->WITH	Withdrawn	$130,000	06/25/14 10:01 AM	65
KWPL01	HEIDIALL	STATUS	PEND->ACT	Back On Market	$130,000	06/24/14 05:27 PM	62
KWPL01	HEIDIALL	STATUS	PSHO->PEND	Pending	$130,000	05/28/14 09:37 AM	62
KWPL01	HEIDIALL	STATUS	PEND->PSHO	Pending Continu	$130,000	04/29/14 06:17 AM	62
KWPL01	HEIDIALL	STATUS	PSHO->PEND	Pending	$130,000	04/10/14 12:30 AM	62
KWPL01	HEIDIALL	STATUS	PEND->PSHO	Pending Continu	$130,000	04/02/14 06:32 AM	62
KWPL01	HEIDIALL	STATUS	ACT->PEND	Pending	$130,000	02/07/14 09:04 AM	64
KWPL01	HEIDIALL	STATUS	->ACT	New Listing	$130,000	12/05/13 10:22 AM	1

MLS#: 62303748 **0 County Road 62 Rosharon 77583** Prop Type:**ACR**
Expired



Office	Agent	Field Name	Change Info	Change Type	Price	Date	DOM
KWHM01	MBEYER	STATUS	ACT->EXP	Expired	$596,000	03/06/13 12:30 AM	365
KWHM01	MBEYER	STATUS	->ACT	New Listing	$596,000	03/06/12 07:25 AM	1

Deed History from Public Records

Rec. Date	Deed Date	Nom.	Buyer Name(s)	Buyer Name(s) 2	Seller Name(s)	Doc. #	Document Type
10/06/03	09/25/03		Turner Rhonda		Chernosky Family Ptshp Ltd	64295	Warranty Deed
09/29/03	07/25/03		Vanle Thu		Le Tony H	62286	Deed (Reg)
12/04/02	11/19/02		Harris Michael E	**Le Tony H**	Chernosky Family Ptshp Ltd	62852	Warranty Deed
11/21/02	11/19/02		Bryant Dexter & Belinda	**Bryant Jeffrey & Michelle**	Chernosky Family Ptshp Ltd	60748	Warranty Deed

Mortgage History

Date	Amount	Mortgage Lender	Mortgage Type Code	Borower Name	Borrower Name 2	Term	Int Rate	Title Company
10/06/2003	$40,000	Private Individual	**YEARS**			**15**		
12/04/2002	$40,000	Private Individual	**YEARS**			**15**		
11/21/2002	$40,000	Private Individual	**YEARS**			**15**		

County: Brazoria
Project: Bullard Parkway Phase III
Job No. 242207
Parcel/MBS No.24-554

FIELD NOTES FOR 0.478 ACRE

Being a tract containing 0.478 acres of land, located in the H.T. & B.R.R. Company Survey, Lot 58, Abstract Number 516, in Brazoria County, Texas; said 0.478 acre tract being a portion of a call 29.88 acre tract recorded in the name of Doninic Joseph Magnabosco in File Number 2020035285 of the Official Public Records of Brazoria County (O.P.R.B.C.); said 0.478 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations):

Commencing at the northeasterly corner of said 29.88 acre tract and the southeasterly corner of a call 40 acre tract recorded in the name of E.R.M. Holdings, Inc. in File Number 2015023061 of the O.P.R.B.C.;

Thence, with the easterly line of said 29.88 acre tract, South 02 degrees 51 minutes 21 seconds East, a distance of 30.23 feet to the **Point of Beginning** of the herein described tract;

Thence, continuing with said line, South 02 degrees 51 minutes 21 seconds East, a distance of 30.00 feet;

Thence, through and across said 29.88 acre tract, the following three (3) courses:

1) South 86 degrees 48 minutes 27 seconds West, a distance of 421.86 feet;

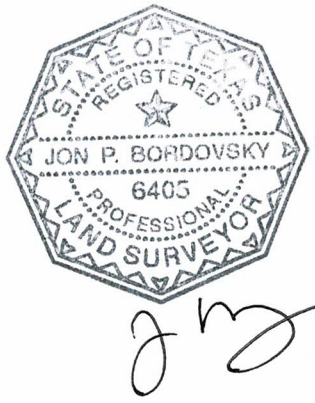
2) 122.64 feet along the arc of a curve to the left, said curve having a radius of 1940.00 feet, a central angle of 03 degrees 37 minutes 19 seconds and a chord that bears South 84 degrees 59 minutes 47 seconds West, a distance of 122.62 feet;

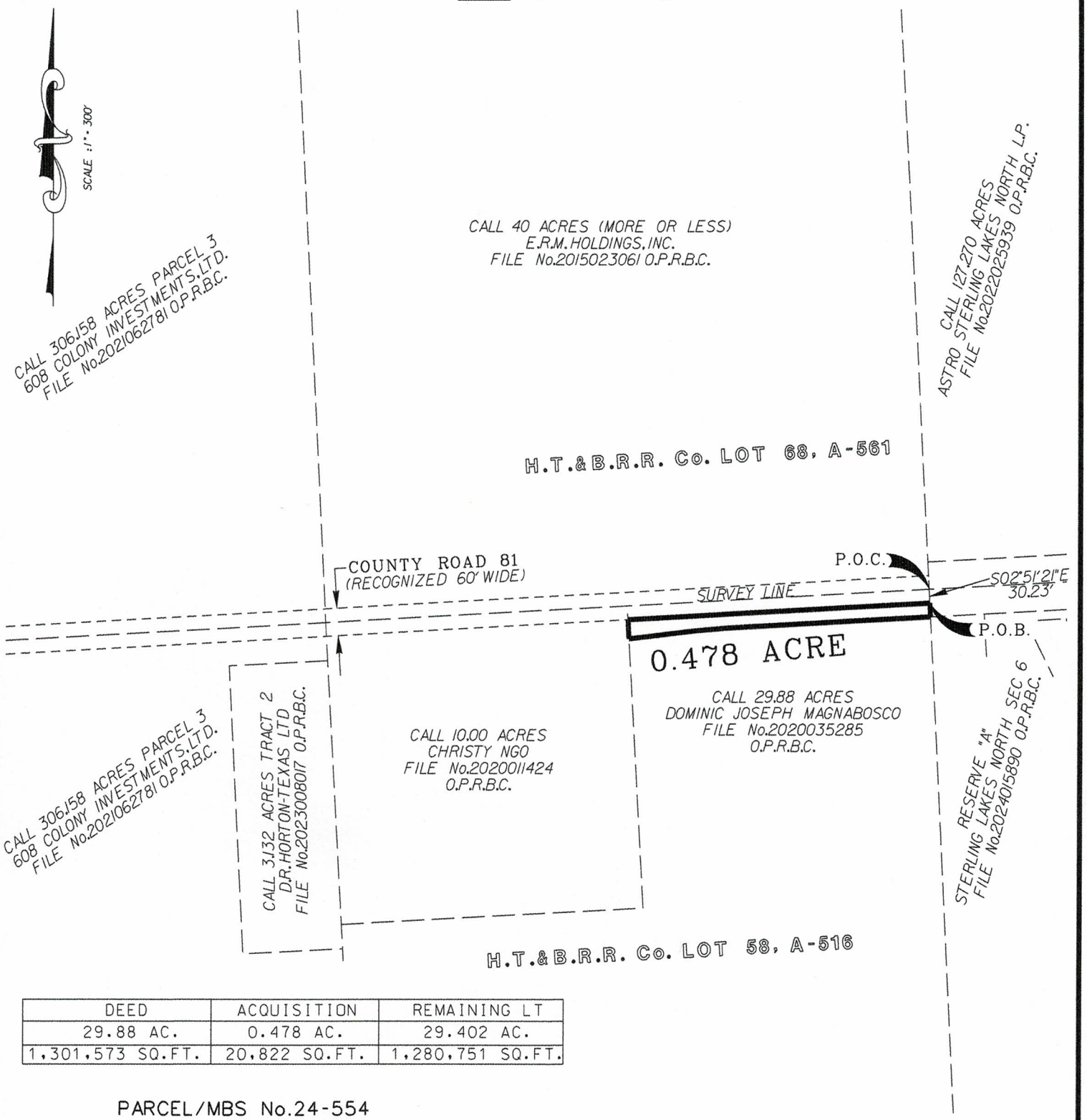
3) South 83 degrees 11 minutes 08 seconds West, a distance of 115.76 feet to the westerly line of aforesaid 29.88 acre tract;

Thence, with said line, North 03 degrees 11 minutes 42 seconds West, a distance of 41.19 feet;

Thence, leaving said line, through and across aforesaid 29.88 acre tract, North 86 degrees 48 minutes 27 seconds East, a distance of 660.12 feet to the **Point of Beginning** and containing 0.478 acre of land.

GBI PARTNERS
TBPELS Firm No. 10130300
Ph: 281.499.4539
September 11, 2024





DEED	ACQUISITION	REMAINING LT
29.88 AC.	0.478 AC.	29.402 AC.
1,301,573 SQ.FT.	20,822 SQ.FT.	1,280,751 SQ.FT.

PARCEL/MBS No.24-554

EXHIBIT OF
0.478 ACRE

BEING A PORTION OF A CALL 29.88 ACRE TRACT RECORDED IN THE NAME OF DOMINIC JOSEPH MAGNABOSCO IN FILE NUMBER 2020035285 OF THE O.P.R.B.C.,

LOCATED IN THE
H.T. & B.R.R. Co. LOT 58, A-516
BRAZORIA COUNTY, TEXAS

GBI
LAND SURVEYING CONSULTANTS

GBI PARTNERS
4724 VISTA ROAD
PASADENA, TX 77505
PHONE: 281-499-4539
TBPELS FIRM #10130300
GBISurvey@GBISurvey.com
www.GBISurvey.com

JOB NO:242207
SCALE:1"=300'
DATE:09/11/2024
PARCEL/MBS No.:24-554

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.26. **7/22/2025**

Change the Maintenance Designation Number of CR 969M to CR 1456 (Precinct 4)

The court hereby approves changing the county road maintenance designation number from CR 969M to CR 1456 for Mill Road approved by plat for Bar X Section Nine, County Clerk File No. 1983033720, and Bar X Section Three County Clerk File No.1981010481 as shown in Exhibit “A” attached.

Whereas, County Road 969M will remain the maintenance designation number for Frontier Road as approved by plat Bar X Section Three County Clerk File No. 1981010481 as shown in Exhibit “A” attached.

Further, the 911 Addressing system and County maps are to be updated to accurately reflect the same.

EXHIBIT "A"

33720

PLAT RECORDS Vol. A Page 5-6

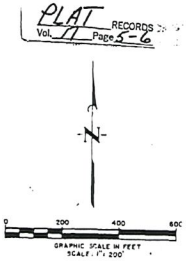
TEMPORARY BENCH MARKS

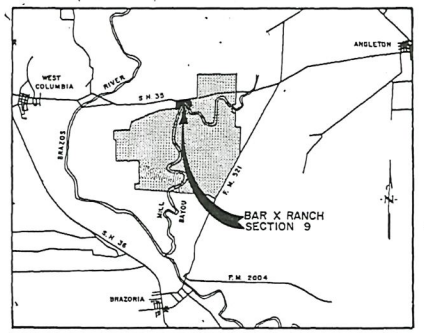
T.B.M. 1 ELEV. 28.19, RAILROAD SPIKE IN 24" TREE ON THE EAST SIDE OF MILL ROAD, APPROXIMATELY 10 FEET EAST FROM THE SOUTHWEST CORNER OF LOT 5, DATUM 1973 U.S.G.S. REF B.M. M-1220.

T.B.M. 2 ELEV. 25.41, TOP OF BRASS CAP IN CONCRETE MONUMENT ON THE SOUTH RIGHT-OF-WAY LINE OF TEXAS HIGHWAY 35, APPROXIMATELY 300' FEET EAST FROM THE CENTERLINE OF MILL ROAD, DATUM 1973 U.S.G.S. REF. B.M. M-1220.

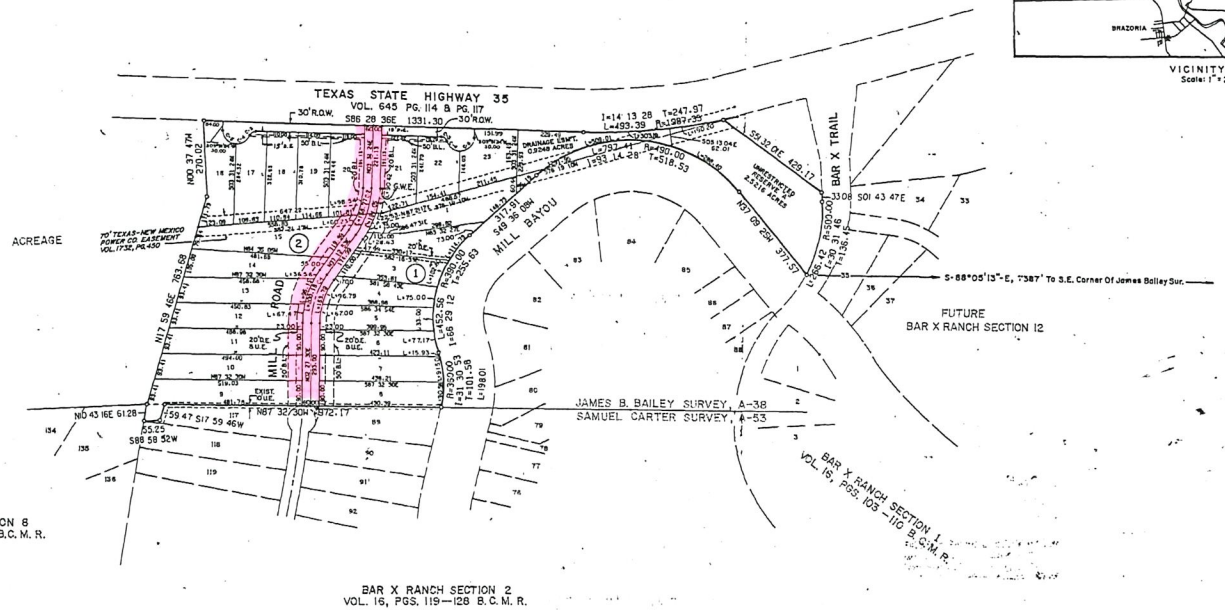
GENERAL NOTES

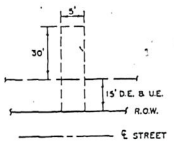
1. STRUCTURES BUILT ON LOTS IN THE DESIGNATED FLOOD PLAIN MUST BE ELEVATED TO THE F.I.A. BASE FLOOD LEVEL AS SET OUT BY SUCH OFFICIAL, DULY AUTHORIZED TO DO SO BY THE BRAZORIA COUNTY COMMISSIONERS COURT.
2. THERE ARE NO EXISTING PIPE LINES OR PIPE LINE EASEMENTS WITHIN THE PROPOSED SUBDIVISION.
3. ALL LOTS IN THE PROPOSED SUBDIVISION ARE LARGER THAN 20,000 SQUARE FEET.
4. ALL STREET RIGHT-OF-WAYS ARE 60 FEET IN WIDTH.
5. B. L. INDICATES BUILDING LINE.
6. (2) INDICATES BLOCK NUMBER.
7. U.E. INDICATES UTILITY EASEMENT.
8. D.E. INDICATES DRAINAGE EASEMENT.
9. A 10' U.E. CENTERED ON EACH SIDE LOT LINE IS DEDICATED BY THIS PLAT DEDICATION ON PAGE 2.
10. G.W.E. INDICATES GUY WIRE EASEMENTS (5'x30'), SEE TYPICAL DETAIL.
11. NO ABSORPTIVE SYSTEM MAY BE CONSTRUCTED WITHIN 100 FEET OF A WATER WELL.





VICINITY MAP
Scale: 1" = 2 Miles





TYPICAL GUY WIRE EASEMENT DETAIL STREET

NO.	DELTA	RADIUS	TANGENT	LENGTH
1	34 45 23	300.00	93.89	181.98
2	33 41 29	300.00	90.84	176.41
3	70 31 44	25.00	17.68	30.77
4	70 31 44	50.00	35.36	61.55
5	90 00 00	50.00	50.00	78.54
6	22 37 12	180.00	70.60	71.06

BAR X RANCH

SECTION 9

A SUBDIVISION OF 26.1813 ACRES OF LAND IN THE JAMES B. BAILEY SURVEY, ABSTRACT 38 & IN THE SAMUEL CARTER SURVEY, ABSTRACT 53 BRAZORIA COUNTY, TEXAS

23 LOTS 2 BLOCKS 1 RESERVES

OWNER: GIBRALTAR SAVINGS ASSOCIATION

ENGINEER: JONES & CARTER, INC. Consulting Engineers

SHEET 1 OF 2

10481

PLAT RECORDS Vol. 16 Page 163-164

BAR X RANCH

SECTION THREE

A SUBDIVISION OF 473.8912 ACRES OUT OF THE SAMUEL CARTER SURVEY, ABSTRACT 53 AND THE ASA MITCHELL SURVEY, ABSTRACT 97, BRAZORIA COUNTY, TEXAS

370 LOTS 5 BLOCKS 0 RESERVES

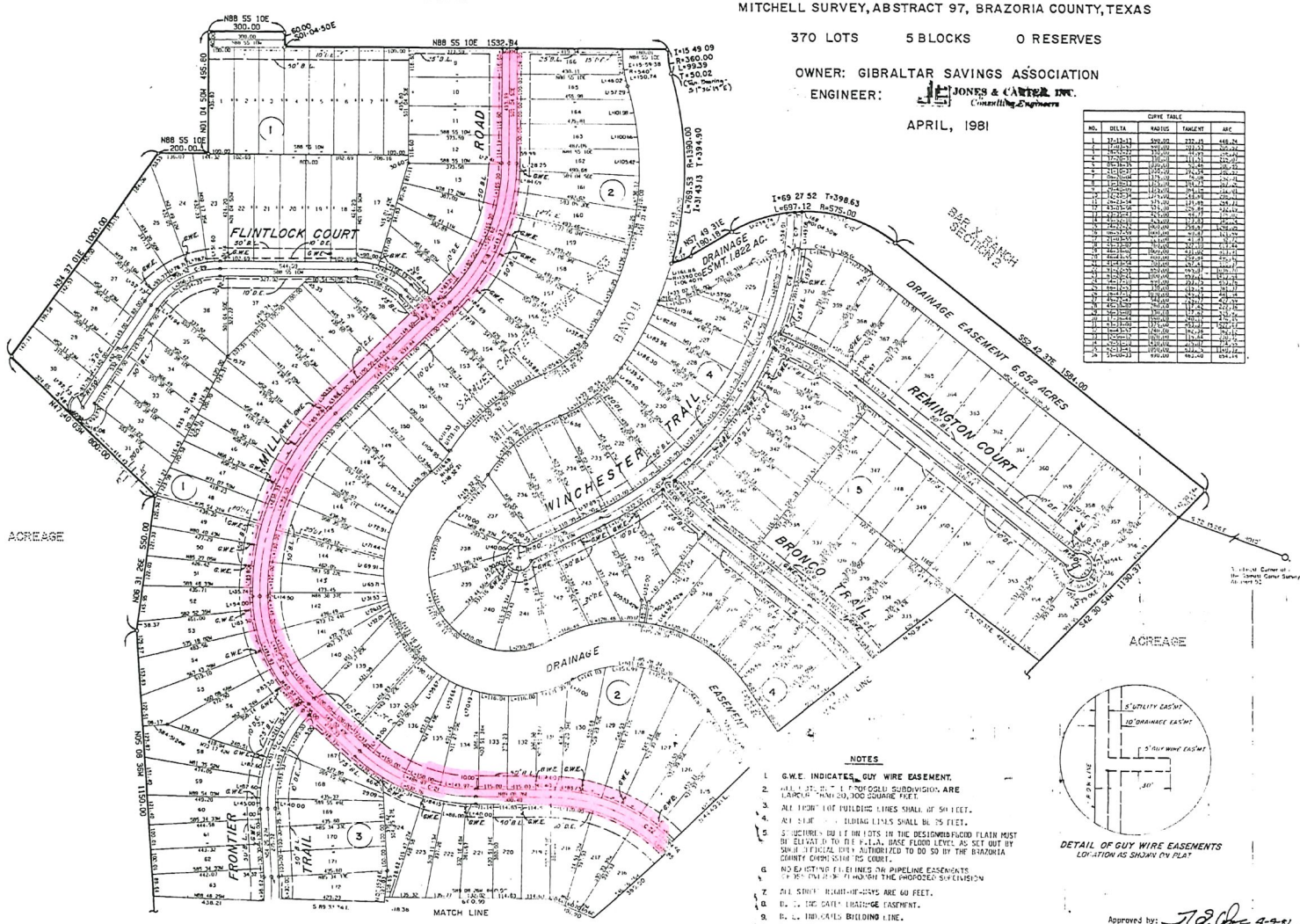
OWNER: GIBRALTAR SAVINGS ASSOCIATION

ENGINEER: JONES & CARTER INC. Consulting Engineers

APRIL, 1981

BENCHMARK: BRASS CAP SET IN CONCRETE LOCATED FIVE(5) FEET EAST OF NORTHERN MOST CORNER OF LOT 32e IN SECTION 3, ELEV. 25.41 DATUM 1973, USGS REFERENCE BENCHMARK M-1220

BAR X RANCH SECTION 2



CURVE TABLE				
NO.	DELTA	RADIUS	TANGENT	ARC
1	17-13-13	500.00	232.25	448.76
2	17-05-37	500.00	227.53	443.22
3	16-03-24	500.00	214.51	419.49
4	17-05-37	500.00	227.53	443.22
5	17-05-37	500.00	227.53	443.22
6	17-05-37	500.00	227.53	443.22
7	17-05-37	500.00	227.53	443.22
8	17-05-37	500.00	227.53	443.22
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369	17-05-37	500.00	227.53	443.22
370	17-05-37	500.00	227.53	443.22

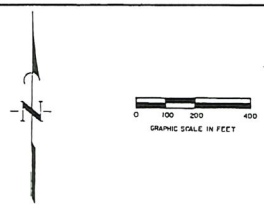
NOTES

1. G.W.E. INDICATES GUY WIRE EASEMENT.
2. ALL LOTS IN THE FLOODGLO SUBDIVISION ARE LARGER THAN 20,000 SQUARE FEET.
3. ALL FRONT LOT BUILDING LINES SHALL BE 50 FEET.
4. ALL SIDE LOT BUILDING LINES SHALL BE 25 FEET.
5. STRUCTURES BUILT ON LOTS IN THE DESIGNATED FLOOD PLAIN MUST BE ELEVATED TO BE ABOVE F.E.M.A. BASE FLOOD LEVEL AS SET OUT BY SUCH OFFICIAL DULY AUTHORIZED TO DO SO BY THE BRAZORIA COUNTY COMMISSIONERS COURT.
6. NO EXISTING PIPELINES OR PIPELINE EASEMENTS CROSS OVER OR THROUGH THE PROPOSED SUBDIVISION
7. ALL STREET RIGHT-OF-WAYS ARE 60 FEET.
8. D.E. IS THE DATA DRAINAGE EASEMENT.
9. B.L. INDICATES BUILDING LINE.
10. 1 RESERVE FOR MEMBERS:
BLOCK 1 INCLUDES LOTS 1-98
BLOCK 2 INCLUDES LOTS 99-166
BLOCK 3 INCLUDES LOTS 167-224
BLOCK 4 INCLUDES LOTS 225-297
BLOCK 5 INCLUDES LOTS 298-370

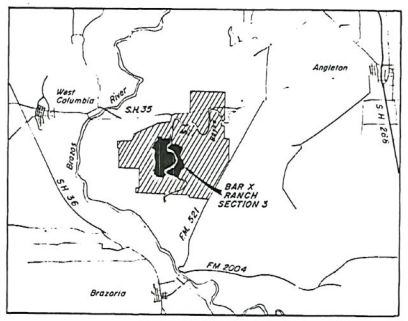
DETAIL OF GUY WIRE EASEMENTS LOCATION AS SHOWN ON PLAT

Approved by: [signature] County Surveyor 4-9-81

Approved by: [signature] County Plat Records Recorder 4-10-81



SCALE 0 100 200 400 GRAPHIC SCALE IN FEET



VICINITY MAP

SCALE: 1" = 2 Miles

STATE OF TEXAS

COUNTY OF BRAZORIA

We, CHARLES R. ACKERMAN, SENIOR VICE PRESIDENT, and JAMES F RONNICK, Assistant Secretary, being officers of Gibraltar Savings Association, owners of the 473.8912 acre tract described in the above and foregoing map of Bar X Ranch, Section 3, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions and notations on said maps or plat and hereby dedicated to the use of the public forever, all streets, alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, we do hereby dedicate to the public for public utility purposes a ground easement five (5) feet wide to run continuously along and parallel to all rear right-of-way lines including cul-de-sacs; together with an unobstructed aerial easement five (5) feet in width from a plane twenty (20) feet above the ground level upward, located adjacent to said five (5) ground easement.

FURTHER, we do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of residential dwelling units thereon and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, we do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to prevent the drainage of any septic tanks into any public or private street, road or alley or any drainage ditch, either directly or indirectly.

FURTHER, we do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to provide that drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and in no instance have a drainage opening area of less than one and three quarters (1 3/4) square feet (18" diameter) with culverts or bridges to be provided for all private driveways crossing such drainage facilities.

FURTHER, we do hereby certify that we are the owners of all property immediately adjacent to the boundaries of the above and foregoing plat of Bar X Ranch, Section 3, where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing plat and do hereby make and establish all building setback lines and dedicate to the use of the public forever all public utility easements shown in said adjacent acreage.

FURTHER, the owners do hereby waive all claims for damages occasioned by the established of grades as approved for the streets and drainage easements dedicated or occasioned by the alteration of the surface or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

IN TESTIMONY WHEREOF, the Gibraltar Savings Association has caused these presents to be signed by CHARLES R. ACKERMAN, SENIOR VICE PRESIDENT, authorized, attested by its Assistant Secretary, JAMES F. RONNICK, and its common seal hereunto affixed this 9th day of APRIL, 1981.

GIBRALTAR SAVINGS ASSOCIATION

By: [signature]
CHARLES R. ACKERMAN

Attest: [signature]
JAMES F. RONNICK

SHEET 1 OF 2

PLAT RECORDS
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BAR X RANCH

SECTION THREE

A SUBDIVISION OF 473.8912 ACRES OUT OF THE
SAMUEL CARTER SURVEY, ABSTRACT 53 AND THE ASA
MITCHELL SURVEY, ABSTRACT 97, BRAZORIA COUNTY, TEXAS

370 LOTS 5 BLOCKS 0 RESERVES

OWNER: GIBRALTAR SAVINGS ASSOCIATION

ENGINEER: JONES & CARTER, INC. Consulting Engineers

APRIL 1981

CURVE TABLE				
NO.	DELTA	RADIUS	TANGENT	ARC
1	37-13-13	690.00	232.35	448.24
2	11-03-17	490.00	131.33	262.32
3	28-57-29	350.00	89.29	175.40
4	17-03-31	350.00	52.30	103.61
5	19-16-35	300.00	50.44	100.35
6	11-03-17	350.00	93.81	187.62
7	13-13-08	1375.00	79.09	134.01
8	13-13-08	1375.00	79.09	134.01
9	14-03-03	1375.00	364.18	724.01
10	11-03-17	1375.00	134.88	268.41
11	14-03-03	525.00	139.03	276.32
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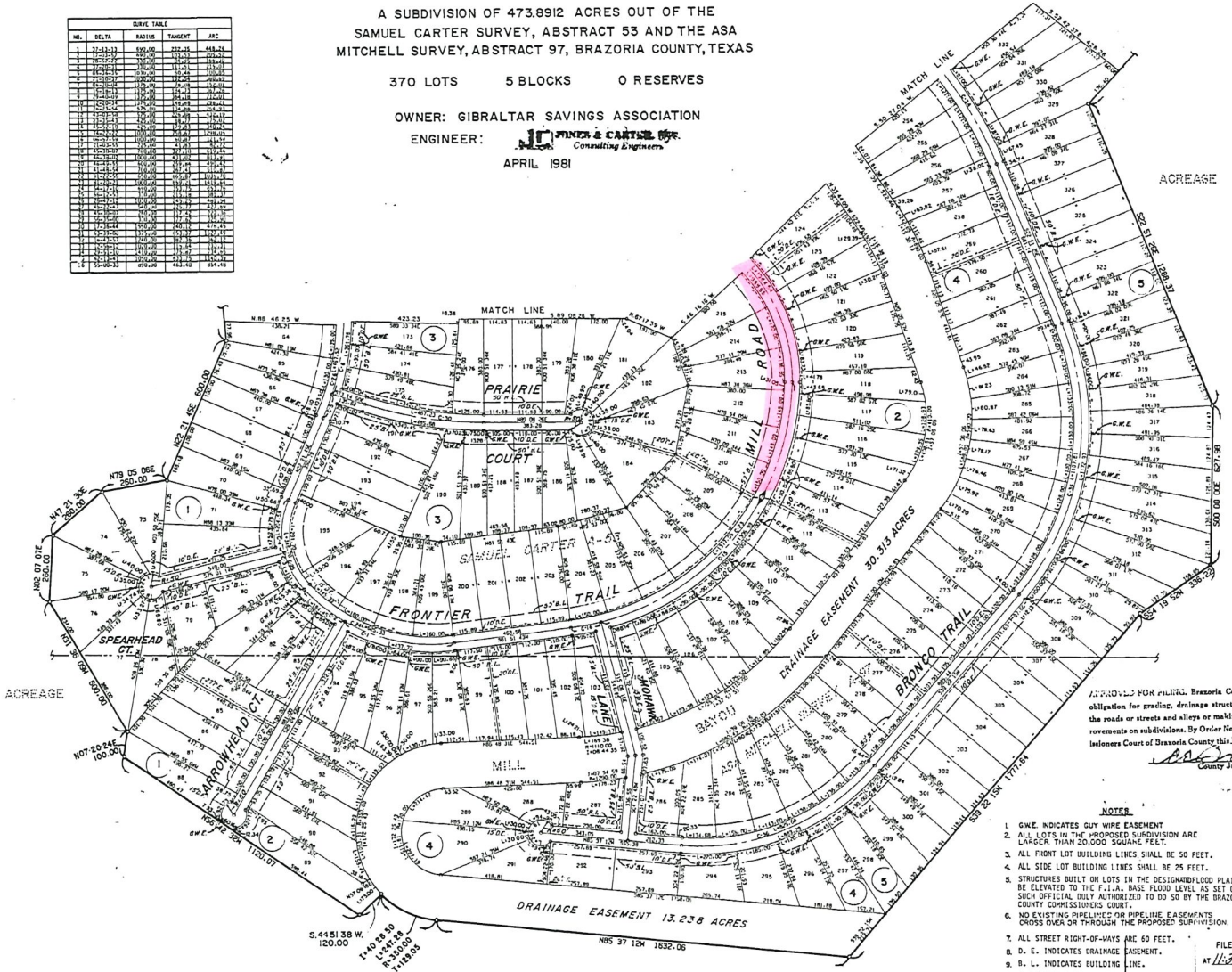

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GRAPHIC SCALE IN FEET

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Charles R. Ackerman, Senior Vice President, and James R. Rennick, Jr., Secretary, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity therein and herein set out, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8th day of April, 1981.

NOTARY PUBLIC COUNTY OF HARRIS, TEXAS

Carmen Wallis
Notary Public in and for Harris County, Texas
My Commission Expires 6/17/84

I, James R Jones, am authorized under the laws of the State of Texas to practice the profession of engineering and surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other suitable permanent metal) pipes or rods having an outside diameter of not less than three quarter inch and a length of not less than three (3) feet; and that the last boundary has been tied to the nearest survey corner.

STATE OF TEXAS JAMES ROBERT JONES 36949 REGISTERED PROFESSIONAL ENGINEER

James R. Jones, P.E., R.P.S.

STATE OF TEXAS JAMES ROBERT JONES 3745 REGISTERED PUBLIC SURVEYOR

I, John C. Ewing, County Road Administrator of Brazoria County, do hereby certify that the plat of this subdivision complies with all the the existing rules and regulations of this office as adopted by the Brazoria County Commissioners' Court.

John C. Ewing
County Road Administrator

APPROVED by the Commissioners' Court of Brazoria County, Texas, this 13 day of April, 1981.

A. Travis
Commissioner, Precinct 1

G. L. (Bubba) Rouse
Commissioner, Precinct 2

E. L. Brewer
County Judge

Billy Joe Sassler
Commissioner, Precinct 3

H. M. (Marvin) Graham
Commissioner, Precinct 4

APPROVED FOR PLATTING: Brazoria County assumes no obligation for grading, drainage structures or surfacing the roads or streets and alleys or making any other improvements on subdivisions. By Order No.14 of the Commissioners Court of Brazoria County this 13 day of April, 1981

County Judge

NOTES:

1. G.W.E. INDICATES GUY WIRE EASEMENT
2. ALL LOTS IN THE PROPOSED SUBDIVISION ARE LARGER THAN 20,000 SQUARE FEET.
3. ALL FRONT LOT BUILDING LINES SHALL BE 50 FEET.
4. ALL SIDE LOT BUILDING LINES SHALL BE 25 FEET.
5. STRUCTURES BUILT ON LOTS IN THE DESIGNATED FLOOD PLAIN MUST BE ELEVATED TO THE F.I.A. BASE FLOOD LEVEL AS SET OUT BY SUCH OFFICIAL DULY AUTHORIZED TO DO SO BY THE BRAZORIA COUNTY COMMISSIONERS COURT.
6. NO EXISTING PIPELINES OR PIPELINE EASEMENTS CROSS OVER OR THROUGH THE PROPOSED SUBDIVISION.
7. ALL STREET RIGHT-OF-WAYS ARE 60 FEET.
8. D. E. INDICATES DRAINAGE EASEMENT.
9. B. L. INDICATES BUILDING LINE.
10. 1 DENOTES BLOCK NUMBER:

BLOCK 1 INCLUDES LOTS 1-88
BLOCK 2 INCLUDES LOTS 89-166
BLOCK 3 INCLUDES LOTS 167-224
BLOCK 4 INCLUDES LOTS 225-297
BLOCK 5 INCLUDES LOTS 298-370

FILED FOR RECORD
AT 11:35 O'CLOCK A M.
APR 13 1981
H. R. STEVENS, JR.
CLERK COUNTY COURT, BRAZORIA CO., TEXAS
BY T. Pollard DEPUTY

I, H. R. Stevens Jr., Clerk of the County of Brazoria, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on April 13, 1981, at 11:35 o'clock A.M. and duly recorded on April 13, 1981, at 11:35 o'clock A.M. and in Volume 16, Page 165-66 of the map records of Brazoria for said county.

Witness my hand and seal of office, at Angleton, the day and date last above written.

H. R. STEVENS, JR.
By T. Pollard DEPUTY
Clerk, County Court
Brazoria County, Texas

SHEET 2 OF 2

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.27. **7/22/2025**

FY 2026 Health Insurance Rates and Plan Design

Consider and approve medical insurance rates and plan design documents for the 2025-2026 plan year.

There are no rate increases for the Buy-Up Plan or the Health Reimbursement Account (HRA) Plan.

There is a rate increase for dental-only coverage for members who are on the medical plan and elect dental-only coverage for their dependents.

The plan designs include an increase to the deductibles on the Buy-Up Plan and the HRA Plan as well as an increase to the Buy-Up Plan’s Rx Co-Pay and Rx Deductible.

BRAZORIA COUNTY HEALTH CARE PROGRAM

RETIREE RATES

EFFECTIVE 10/01/2025 TO 09/30/2026

	Health Reimbursement Account (HRA) Plan	Standard Option (Buy Up Plan)
<65 Retiree	$491.50	$561.00
<65 Retiree + <65 Spouse	$840.25	$1,065.50
<65 Retiree + Child(ren)	$708.13	$880.75
<65 Retiree + Family	$1,063.00	$1,337.00
>65 Spouse Moves to Medicare Supplement		

Note – Above Rates Also Apply to <65 Disabled Retirees

<65 Retiree of > 65 Retiree or Deceased Retiree	Health Reimbursement Account (HRA) Plan	Standard Option (Buy Up Plan)
Spouse	$491.50	$586.00
Spouse + Child	$719.00	$905.75
Child(ren)	$318.00	$428.75

Retiree Dental <65 and > 65	Rate
Retiree	$38.00
Retiree + Spouse	$70.00
Retiree + Child(ren)	$107.00
Retiree + Family	$140.00

**The costs above are Gross Costs, Please apply the $295.00 401(h) Reimbursement
Example:
$491.50 - $295.00 = $196.50 HRA PLAN MONTHLY COST-Retiree Only
$561.00 - $295.00 = $266.00 BUYUP PLAN MONTHLY COST

PLAN DESIGN & BENEFITS
ADMINISTERED BY AETNA LIFE INSURANCE COMPANY

Health Reimbursement Account - Employee	$1000		
Health Reimbursement Account - Family	$2000		
PLAN FEATURES	**In-Network Designated Providers**		**No Out of Network Coverage**
Deductible (per plan year)	$3,000	Individual	
	$8,250	Family	
All covered expenses, including prescription drugs, accumulate toward the preferred Deductible. Unless otherwise indicated, the Deductible must be met prior to benefits being payable. Once Family Deductible is met, all family members will be considered as having met their Deductible for the remainder of the plan year.			
Member Coinsurance Applies to all expenses unless otherwise stated.	20%		
Payment Limit (per plan year)	$5,000	Individual	
	$14,700	Family	
All covered expenses accumulate toward the preferred Payment Limit. Certain member cost sharing elements may not apply toward the Payment Limit. Only those out-of-pocket expenses resulting from the application of coinsurance percentage (except any deductibles, copays, and penalty amounts) may be used to satisfy the Payment Limit. Once Family Payment Limit is met, all family members will be considered as having met their Payment Limit for the remainder of the plan year.			
Lifetime Maximum	Unlimited except where otherwise indicated.		
Primary Care Physician Selection	Optional		
Certification Requirements - Certification for certain types of Non-Preferred care must be obtained to avoid a reduction in benefits paid for that care. Certification for Hospital Admissions, Treatment Facility Admissions, Convalescent Facility Admissions, Home Health Care, Hospice Care and Private Duty Nursing is required - excluded amount applied separately to each type of expense is $400 per occurrence.			
Referral Requirement	None		
PREVENTIVE CARE	**In-Network Designated Providers**		
Routine Adult Physical Exams/ Immunizations 1 exam per calendar year for members age 18 and older.	Covered 100%; deductible waived		
Routine Well Child Exams/Immunizations 7 exams in the 1st 12 months of life, 3 exams in the 2nd 12 months of life, 3 exams in the 3rd 12 months of life, 1 exam per calendar year thereafter to age 18.	Covered 100%; deductible waived		
Routine Gynecological Care Exams 1 exam per calendar year - Includes routine tests and related lab fees	Covered 100%; deductible waived		
All Mammograms 1 exam per calendar year for covered females age 35 and over.	Covered 100%; deductible waived		
Routine Digital Rectal Exam / Prostate-specific Antigen Test 1 exam per calendar year for covered males age 40 and over.	Covered 100%; deductible waived		
Colorectal Cancer Screening No age limit: Fecal occult blood test every year, Sigmoidoscopy (1 every 5 years), Double contrast barium enema (1 every 5 years), **All Colonoscopies**	Covered 100%; deductible waived		
Routine Eye Exams 1 routine exam per calendar year	Covered 100%; deductible waived		
PHYSICIAN SERVICES	**In-Network Designated Providers**		
Office Visits to PCP Includes services of an internist, general physician, family practitioner or pediatrician.	20% after deductible		
Specialist Office Visits	20% after deductible		
Allergy Testing	Member cost sharing is based on the type of service performed and the place of service where it is rendered		
Allergy Injections	Member cost sharing is based on the type of service performed and the place of service where it is rendered		

PLAN DESIGN & BENEFITS
ADMINISTERED BY AETNA LIFE INSURANCE COMPANY

DIAGNOSTIC PROCEDURES	In-Network Designated Providers
Diagnostic Laboratory and X-ray*	Covered 100%; deductible waived
Complex Imaging	20% after deductible

*If performed as a part of a physician office visit and billed by the physician, expenses are covered subject to the applicable physician's office visit member cost sharing

EMERGENCY MEDICAL CARE	In-Network Designated Providers
Walk-In Clinic Immunizations and routine consults performed by Nurse Practitioners outside of traditional office visit setting (benefit availability may vary by location)	20% after deductible
Urgent Care Provider (benefit availability may vary by location)	20% after deductible
Non-Urgent Use of Urgent Care Provider	20% after deductible
Emergency Room	20% after deductible after $500 copay, copay waived if admitted
Non-Emergency care in an Emergency Room	Not Covered
Ambulance	20% after deductible

HOSPITAL CARE	In-Network Designated Providers
Inpatient Coverage	20% after deductible
Inpatient Maternity Coverage	20% after deductible
Outpatient Hospital Expenses Hospitals and other facilities. Includes STR in a hospital outpatient setting (unless otherwise noted below the Short Term Rehab benefit below).	20% after deductible
Outpatient Surgery Facility Charges Performed in outpatient dept. of hospital or ambulatory surgery center setting	20% after deductible

MENTAL HEALTH SERVICES	In-Network Designated Providers
Inpatient	20% after deductible
Outpatient	20% after deductible

ALCOHOL/DRUG ABUSE SERVICES	In-Network Designated Providers
Inpatient	20% after deductible
Outpatient	20% after deductible

OTHER SERVICES	In-Network Designated Providers
Convalescent Facility Limited to 120 days per calendar year The member cost sharing applies to all covered benefits incurring during a member's inpatient stay	20% after deductible
Home Health Care Limited to 120 visits per calendar year. Includes Private Duty Nursing limited to 70 eight hour shifts per calendar year. Each visit by a nurse or therapist is one visit. Each visit up to 4 hours by a home health care aide is one visit.	20% after deductible
Hospice Care - Inpatient Unlimited	Covered 100%; deductible waived
Hospice Care - Outpatient Unlimited	Covered 100%; deductible waived
Outpatient Physical, Occupational and Speech Therapy performed in an office setting Unlimited Visits	20% after deductible
Outpatient Physical, Occupational and Speech Therapy performed in an outpatient hospital / outpatient facility setting (non-office)	20% after deductible
Spinal Manipulation Therapy Limited to 20 visits per calendar year	20% after deductible
Durable Medical Equipment	20% after deductible
Contraceptive drugs and devices not obtainable at a pharmacy, including office visit	Deductible waived for office visit. Device obtained as part of the contraceptive office visit, it is covered at 100%.
Transplants Coverage is provided at an IOE contracted facility only.	20% after deductible
Bariatric Surgery	20% after deductible; $12,000 maximum
Mouth, Jaws and Teeth (oral surgery procedures, whether medical or dental in nature)	Member cost sharing is based on the type of service performed and the place of service where it is rendered; after deductible
Out of Area Dependents	Preferred Plan Applies; dependent selects PCP from network of residence

FAMILY PLANNING	In-Network Designated Providers
Infertility Treatment Diagnosis and treatment of the underlying medical condition.	Member cost sharing is based on the type of service performed and the place of service where it is rendered; after deductible
Advanced Reproductive Technology (ART) ART coverage includes: In vitro fertilization (IVF), zygote intra-fallopian transfer (ZIFT), gamete intrafallopian transfer (GIFT), cryopreserved embryo transfers, intracytoplasmic sperm injection (ICSI) or ovum microsurgery.	Not Covered
Voluntary Sterilization Including tubal ligation and vasectomy.	Member cost sharing is based on the type of service performed and the place of service where it is rendered; after deductible

PHARMACY	In-Network Designated Providers
Deductible (Generics and mail order drugs are not subject to the Rx deductible)	Combined with medical deductible
Retail	20% after deductible
Mail Order	20% after deductible
Aetna Specialty Rx	20% after deductible

PLAN DESIGN & BENEFITS
ADMINISTERED BY AETNA LIFE INSURANCE COMPANY

GENERAL PROVISIONS	
Dependents Eligibility	Spouse, children from birth to age 26
Pre-existing Conditions Exclusion	On effective date: Waived After effective date: Waived

This plan does not cover all health care expenses and includes exclusions and limitations. Members should refer to their plan documents to determine which health care services are covered and to what extent. The following is a partial list of services and supplies that are generally not covered. However, your plan documents may contain exceptions to this list based on state mandates or the plan design or rider(s) purchased by your employer.

All medical or hospital services not specifically covered in, or which are limited or excluded in the plan documents; Charges related to any eye surgery mainly to correct refractive errors; Cosmetic surgery, including breast reduction; Custodial care; Dental care and X-rays; Donor egg retrieval; Experimental and investigational procedures; Hearing aids; Immunizations for travel or work; Infertility services, including, but not limited to, artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI and other related services, unless specifically listed as covered in your plan documents;
Nonmedically necessary services or supplies; Orthotics; Over-the-counter medications and supplies; Reversal of sterilization; Services for the

This material is for informational purposes only and is neither an offer of coverage nor medical advice. It contains only a partial, general description of plan benefits or programs and does not constitute a contract. Aetna does not provide health care services and, therefore, cannot guarantee results or outcomes. Consult the plan documents (i.e. Group Insurance Certificate and/or Group Policy) to determine governing contractual provisions, including procedures, exclusions and limitation relating to the plan. With the exception of Aetna Rx Home Delivery, all preferred providers and vendors are independent contractors in private practice and are neither employees nor agents of Aetna or its affiliates. Aetna Rx Home Delivery, LLC, is a subsidiary of Aetna Inc. The availability of any particular provider cannot be guaranteed, and provider network composition is subject to change without notice.

Some benefits are subject to limitations or visit maximums. Certain services require precertification, or prior approval of coverage. Failure to precertify for these services may lead to substantially reduced benefits or denial of coverage. Some of the benefits requiring precertification may include, but are not limited to, inpatient hospital, inpatient mental health, inpatient skilled nursing, outpatient surgery, substance abuse (detoxification, inpatient and outpatient rehabilitation). When the Member's preferred provider is coordinating care, the preferred provider will obtain the precertification. When the member utilizes a non-preferred provider, Member must obtain the precertification. Precertification requirements may vary. Depending on the plan selected, new prescription drugs not yet reviewed by our medication review committee are either available under plans with an open formulary or excluded from coverage unless a medical exception is obtained under plans that use a closed formulary.

They may also be subject to precertification or step-therapy. Non-prescription drugs and drugs in the Limitations and Exclusions section of the plan documents (received after open enrollment) are not covered, and medical exceptions are not available for them. While this information is believed to be accurate as of the print date, it is subject to change.

Plans are administered by Aetna Life Insurance Company.

PLAN DESIGN & BENEFITS
ADMINISTERED BY AETNA LIFE INSURANCE COMPANY

PLAN FEATURES	In-Network Designated Providers		No Out of Network Coverage
Deductible (per plan year)	$2,000	Individual	
	$6,000	Family	
All covered expenses, excluding prescription drugs, accumulate toward the preferred Deductible. Unless otherwise indicated, the Deductible must be met prior to benefits being payable. Once Family Deductible is met, all family members will be considered as having met their Deductible for the remainder of the plan year.			
Member Coinsurance	20%		
Applies to all expenses unless otherwise stated.			
Payment Limit (per plan year)	$5,000	Individual	
	$14,700	Family	
All covered expenses accumulate toward the preferred Payment Limit. Certain member cost sharing elements may not apply toward the Payment Limit. Additional in-network Federal OOP $7,150 for all copays. Only those out-of-pocket expenses resulting from the application of coinsurance percentage (except any deductibles, copays, and penalty amounts) may be used to satisfy the Payment Limit. Once Family Payment Limit is met, all family members will be considered as having met their Payment Limit for the remainder of the plan year.			
Lifetime Maximum	Unlimited except where otherwise indicated.		
Primary Care Physician Selection	Optional		
Certification Requirements - Certification for certain types of Non-Preferred care must be obtained to avoid a reduction in benefits paid for that care. Certification for Hospital Admissions, Treatment Facility Admissions, Convalescent Facility Admissions, Home Health Care, Hospice Care and Private Duty Nursing is required - excluded amount applied separately to each type of expense is $400 per occurrence.			
Referral Requirement	None		
PREVENTIVE CARE	**In-Network Designated Providers**		
Routine Adult Physical Exams/ Immunizations	Covered 100%; deductible waived		
1 exam per calendar year for members age 18 and older.			
Routine Well Child Exams/Immunizations	Covered 100%; deductible waived		
7 exams in the 1st 12 months of life, 3 exams in the 2nd 12 months of life, 3 exams in the 3rd 12 months of life, 1 exam per calendar year thereafter to age 18.			
Routine Gynecological Care Exams	Covered 100%; deductible waived		
1 exam per calendar year - Includes routine tests and related lab fees			
All Mammograms	Covered 100%; deductible waived		
1 exam per calendar year for covered females age 35 and over.			
Routine Digital Rectal Exam / Prostate-specific Antigen Test	Covered 100%; deductible waived		
1 exam per calendar year for covered males age 40 and over.			
Colorectal Cancer Screening	Covered 100%; deductible waived		
No age limit: Fecal occult blood test every year, Sigmoidoscopy (1 every 5 years), Double contrast barium enema (1 every 5 years), **All Colonoscopies**			
Routine Eye Exams	Covered 100%; deductible waived		
1 routine exam per calendar year			
PHYSICIAN SERVICES	**In-Network Designated Providers**		
Office Visits to PCP	100% after $40 office visit copay; deductible waived		
Includes services of an internist, general physician, family practitioner or pediatrician.			
Specialist Office Visits	100% after $60 office visit copay; deductible waived		
Allergy Testing	Member cost sharing is based on the type of service performed and the place of service where it is rendered		
Allergy Injections	Member cost sharing is based on the type of service performed and the place of service where it is rendered		

PLAN DESIGN & BENEFITS
ADMINISTERED BY AETNA LIFE INSURANCE COMPANY

DIAGNOSTIC PROCEDURES	PREFERRED CARE
Diagnostic Laboratory and X-ray*	Covered 100%; deductible waived
Complex Imaging	20% after deductible

*If performed as a part of a physician office visit and billed by the physician, expenses are covered subject to the applicable physician's office visit member cost sharing

EMERGENCY MEDICAL CARE	In-Network Designated Providers
Walk-In Clinic Immunizations and routine consults performed by Nurse Practitioners outside of traditional office visit setting (benefit availability may vary by location)	100% after $40 copay; deductible waived
Urgent Care Provider (benefit availability may vary by location)	100% after $50 copay; deductible waived
Non-Urgent Use of Urgent Care Provider	100% after $50 copay; deductible waived
Emergency Room	20% after deductible and $500 copay; copay waived if admitted
Non-Emergency care in an Emergency Room	Not Covered
Ambulance	20% after deductible

HOSPITAL CARE	In-Network Designated Providers
Inpatient Coverage	20% after deductible and $200 per confinement copay
Inpatient Maternity Coverage	20% after deductible and $200 per confinement copay; Deductible & copay waived for newborns
Outpatient Hospital Expenses Hospitals and other facilities. Includes STR in a hospital outpatient setting (unless otherwise noted below the Short Term Rehab benefit below).	20% after deductible, deductible waived for newborn.
Outpatient Surgery Facility Charges Performed in outpatient dept. of hospital or ambulatory surgery center setting	20% after deductible and $100 copay

MENTAL HEALTH SERVICES	In-Network Designated Providers
Inpatient	20% after plan deductible and $200 copay per admission
Outpatient	100% after $60 copay; deductible waived

ALCOHOL/DRUG ABUSE SERVICES	In-Network Designated Providers
Inpatient	20% after plan deductible and $200 copay per admission
Outpatient	100% after $60 copay; deductible waived

OTHER SERVICES	In-Network Designated Providers
Convalescent Facility Limited to 120 days per calendar year The member cost sharing applies to all covered benefits incurring during a member's inpatient stay	20% after deductible
Home Health Care Limited to 120 visits per calendar year. Includes Private Duty Nursing limited to 70 eight hour shifts per calendar year. Each visit by a nurse or therapist is one visit. Each visit up to 4 hours by a home health care aide is one visit.	20% after deductible
Hospice Care - Inpatient Unlimited	100%, deductible waived
Hospice Care - Outpatient Unlimited	100%, deductible waived
Outpatient Physical, Occupational and Speech Therapy performed in an office setting No visit limit per calendar year.	20% after deductible
Outpatient Physical, Occupational and Speech Therapy performed in an outpatient hospital / outpatient facility setting (non-office)	20% after deductible
Spinal Manipulation Therapy	100% after $60 copy; deductible waived
Durable Medical Equipment	20% after deductible
Contraceptive drugs and devices not obtainable at a pharmacy, including office visit	Covered 100%; deductible waived. Device obtained as part of the contraceptive office visit, it is covered at 100%.
Transplants Coverage is provided at an IOE contracted facility only.	20% after plan deductible and $200 copay per admission
Bariatric Surgery	20% after deductible, $12,000 maximum
Mouth, Jaws and Teeth (oral surgery procedures, whether medical or dental in nature)	Member cost sharing is based on the type of service performed and the place of service where it is rendered; after deductible
Out of Area Dependents	Preferred Plan Applies; dependent selects PCP from network of residence

FAMILY PLANNING	In-Network Designated Providers
Infertility Treatment	Member cost sharing is based on the type of service performed and the place of service where it is rendered; after deductible

Diagnosis and treatment of the underlying medical condition.

Advanced Reproductive Technology (ART)	Not Covered
ART coverage includes: In vitro fertilization (IVF), zygote intra-fallopian transfer (ZIFT), gamete intrafallopian transfer (GIFT), cryopreserved embryo transfers, intracytoplasmic sperm injection (ICSI) or ovum microsurgery.	
Voluntary Sterilization Including tubal ligation and vasectomy.	Member cost sharing is based on the type of service performed and the place of service where it is rendered; after deductible

Pharmacy	In-Network Designated Providers
Deductible (Generics and Mail Order are not subject to the Rx deductible)	Individual Rx Deductible $200, Family Rx Deductible $600
Retail	$10 for generics (retail), $35 for preferred brand (retail), and $75 for non-preferred brand (retail) 2X copay for 90 day supply at retail

Mail Order	2X the applicable copay based on formulary tier.
AetnaSpecialty Rx	$175 copay

GENERAL PROVISIONS	
Dependents Eligibility	Spouse, children from birth to age 26

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Nonmedically necessary services or supplies; Orthotics; Over-the-counter medications and supplies; Reversal of sterilization; Services for the treatment

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They may also be subject to precertification or step-therapy. Non-prescription drugs and drugs in the Limitations and Exclusions section of the plan documents (received after open enrollment) are not covered, and medical exceptions are not available for them. While this information is believed to be accurate as of the print date, it is subject to change.

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BRAZORIA COUNTY HEALTH CARE PROGRAM
ACTIVE EMPLOYEE RATES
EFFECTIVE 10/01/2025 TO 09/30/2026

Standard Option (Buy Up Plan)			
	Rate	**County Pays**	**Employee Pays**
Employee Only	$ 1,200.00	$ 1,050.00	$ 150.00
Employee + Spouse	$ 1,626.50	$ 1,050.00	$ 576.50
Employee + Chil(dren)	$ 1,399.25	$ 1,050.00	$ 349.25
Employee + Family	$ 1,908.00	$ 1,050.00	$ 858.00

Health Reimbursement Account (HRA) Option			
	Rate	**County Pays**	**Employee Pays**
Employee Only	$ 1,050.00	$ 1,050.00	$ -
Employee + Spouse	$ 1,414.00	$ 1,050.00	$ 364.00
Employee + Chil(dren)	$ 1,254.00	$ 1,050.00	$ 204.00
Employee + Family	$ 1,620.00	$ 1,050.00	$ 570.00

COBRA - Standard Option			
	Rate	**County Pays**	**Employee Pays***
Individual (EE, SP, CH)	$ 1,200.00	$ -	$ 1,200.00
Employee + Spouse	$ 1,626.50	$ -	$ 1,626.50
Employee + Chil(dren)	$ 1,399.25	$ -	$ 1,399.25
Employee + Family	$ 1,908.00	$ -	$ 1,908.00

COBRA - Health Reimbursement Account (HRA) Option			
	Rate	**County Pays**	**Employee Pays***
Employee Only	$ 1,050.00	$ -	$ 1,050.00
Employee + Spouse	$ 1,414.00	$ -	$ 1,414.00
Employee + Chil(dren)	$ 1,254.00	$ -	$ 1,254.00
Employee + Family	$ 1,620.00	$ -	$ 1,620.00

	Dependent Only Dental		
	Spouse	**Child**	**Family**
Available for Dependents of Active Employees that Do Not Enroll Dependents for Medical Coverage	$ 34.00	$ 37.00	$ 61.00
	COBRA - Dependent Only Dental		
	Spouse	**Child**	**Family**
	$ 34.00	$ 37.00	$ 61.00

***An additional 2% fee will be added by the COBRA plan administrator, PayFlex**

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.28. **7/22/2025**

Deputy Constable Appointments - Precinct 3

Upon recommendation by Precinct 3 Constable Charles “Buck” Stevens, approve the appointment of the below stated persons as a Deputy Constable.

Michael Manes - Full Time Deputy Constable
Jaime Olivarez - Full Time Deputy Constable

C.B. "Buck" Stevens

Constables Office
Brazoria County – Pct. 3
P.O. Box 2534
Pearland, Texas 77588-2534
281-997-9777 (o)
281-412-7034 (f)

7/9/25

Brazoria County Judge and Commissioners Court
Brazoria County Human Resources Department
Brazoria County Auditors Office

REF: Request for Appointment of:

- ☒ Paid Full-Time Deputy Constable
- ☐ Paid Part-Time Deputy Constable
- ☐ Paid Part-Time Deputy Constable (Security Deputy)
- ☐ Non-Paid Reserve Deputy Constable

Pursuant to Section 86.011(a) of the Government Code, I would like to submit the following applicant to the court for approval and confirmation.

Michael R Manes	Position # 00002146
Jaime Olivarez	Position # 00002013

This individual has made application with this office and has passed all drug test, background investigations and Peace Officer requirements as set out by the Texas Commission on Law Enforcement and is qualified to be appointed as a deputy Constable.

It is my recommendation that this applicant be approved and become an employee of this office effective 7/28/25

Respectfully,

CB Stevens

C. B. "Buck" Stevens
Constable – Pct 3

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.29. **7/22/2025**

Amendment to County’s Section 125 Flexible Benefits Plan

Brazoria County hereby amends the Flexible Benefits Plan ("Plan") for purposes of providing eligible Employees with the opportunity to choose from among the fringe benefits available under the Plan.

- The Plan is intended to qualify as a cafeteria plan under the provisions of Internal Revenue Code Section 125.
- The Dependent Care Expense Reimbursement Plan ("DDC") is intended to qualify as a Code Section 129 dependent care assistance plan
- The Medical Care Expense Reimbursement Plan ("URM"), also known as Flexible Spending Account, is intended to qualify as a Code Section 105 medical expense reimbursement plan.

This Section 125 Flexible Benefits Plan Document supersedes all prior versions of the plan, including those previously adopted or amended by the court, and shall govern henceforth unless otherwise modified by subsequent court order.

The County Judge is authorized to execute all documents necessary for this agreement, upon review and approval by the District Attorney’s Office - Civil Division.

PREAMBLE

Brazoria County “Employer” hereby amends the Flexible Benefits Plan ("Plan") for purposes of providing eligible Employees with the opportunity to choose from among the fringe benefits available under the Plan. The Plan is intended to qualify as a cafeteria plan under the provisions of Code Section 125. The Dependent Care Expense Reimbursement Plan ("DDC") is intended to qualify as a Code Section 129 dependent care assistance plan, and the Medical Care Expense Reimbursement Plan ("URM"), also known as Flexible Spending Account, is intended to qualify as a Code Section 105 medical expense reimbursement plan. Although printed within this document, the DDC and URM Plans are separate written plans for purposes of administration and all reporting and nondiscrimination requirements imposed by Sections 105 and 129 of the Code and all applicable provisions of ERISA. The DDC and the URM are available only if designated as a Benefit Plan or Policy in the Summary Plan Description (SPD).

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ATTACHMENT I - SUMMARY PLAN DESCRIPTION (SPD)

FLEXIBLE BENEFITS PLAN

ARTICLE I - DEFINITIONS

1.01 "**Affiliated Employer**" means any entity who is considered with the Employer to be a single employer in accordance with Code Section 414(b), (c), or (m) of the Code.

1.02 "**After-tax Contribution(s)**" means amounts withheld from an Employee's Compensation pursuant to a Premium Deduction Authorization (PDA) after all applicable state and federal taxes have been deducted. Such amounts are withheld for purposes of purchasing one or more of the Benefit Plans or Policies available under the Plan.

1.03 "**Anniversary Date**" means the first day of any Plan Year.

1.04 "**Benefit Plan(s) or Policy(ies)**" means those Qualified Benefits available to a Participant under this Plan as set forth in the SPD, as amended and/or restated from time to time.

1.05 "**The Court**" means the Commissioners' Court, the governing body of the Employer. The Court, upon adoption of this Plan, appoints the Plan Administrator to act on the Employer's behalf in all matters regarding the Plan.

1.06 "**Change in Status**" means any of the events described in the SPD, as well as any other events included under subsequent changes to Code Section 125 or regulations issued under Code Section 125, that the Plan Administrator (in its sole discretion) decides to recognize on a uniform and consistent basis as a reason to change the election mid-year. Note: See the SPD for requirements that must be met to permit certain mid-year election changes on account of a Change in Status.

1.07 "**Code**" means the Internal Revenue Code of 1986, as amended.

1.08 "**Compensation**" means the cash wages or salary paid to an Employee by the Employer.

1.09 "**Dependent**" means any individual who is a tax dependent of the Participant as defined generally in Code Section 152(a) except as otherwise set forth in Code Section 21 (for Dependent Care FSA purposes, if offered under the Plan), Code Section 105 (for health plan purposes, if offered under the Plan), and Code Section 223 (for Health Savings Account purposes, if offered under the Plan). Also, for DDC purposes, a Dependent shall also be defined as in Code section 21(e)(5) (i.e., dependent of the custodial parent as defined in Code Section 152(e)). Children, as defined in Code Section 152(f)(1), are considered Dependents until age 26 (regardless of residence, marital status, tax dependent status, student status, or other factors).

1.10 "**Dependent Care Reimbursement**" shall have the meaning assigned to it by Section 5.01 of the Plan.

1.11 "**Earned Income**" means all income derived from wages, salaries, tips, self-employment, and other Compensation (such as disability or wage continuation benefits), but only if such amounts are includable in gross income for the taxable year. Earned income does not include any other amounts excluded from earned income under Code § 32(c)(2), such as amounts received under a pension or annuity, or pursuant to workers' compensation.

1.12 "**Effective Date**" of this Plan is the effective date set forth in the SPD.

1.13 "**Eligible Employment-Related Expenses**" means those Qualifying Employment-Related Expenses (as defined below) paid or incurred incident to maintaining employment after the date of the Employee's participation in the DDC and during the Plan Year (plus any applicable grace period extension as described in the SPD), other than amounts paid to:

(a) an individual with respect to whom a Dependent deduction is allowable under Code Sec. 151(c) to the Participant or his Spouse;

(b) the Participant's Spouse; or

(c) a child of the Participant who is under 19 years of age at the end of the taxable year in which the expenses were incurred.

1.14 "**Eligible Medical Expenses**" means those expenses incurred by the Employee, or the Employee's Spouse or Dependents, after the date of the Employee's participation in the URM and during the Plan Year (plus any applicable grace period extension or carryover option as described in the SPD) to the extent that the expense satisfies the conditions set forth in the Summary Plan Description and are for "medical care" as defined by Code Section 213(d). For purposes of this Plan, the following expenses are not considered "Eligible Medical Expenses" even if they otherwise constitute "medical care" under Code Section 213(d): i) expenses for qualified long term care services (as defined in Code § 7702B(c)); and ii) expenses incurred for health insurance premiums; and iii) over-the-counter drugs and medicines that are not prescribed by a physician. For purposes of this Plan, an expense is "incurred" when the Participant or beneficiary is furnished the medical care or services giving rise to the claimed expense, regardless of when the expense is paid.

1.15 "**Employee**" means any individual who is considered to be in a legal employer-employee relationship with the Employer for federal tax-withholding purposes. Such term includes "former employees" for the limited purpose of allowing continued eligibility for benefits hereunder for the remainder of the Plan Year in which an employee ceases to be employed by the Employer. The term "Employee" shall not include any leased employee (as that term is defined in Code Section 414(n)) or any self- employed individual who receives from the Employer "net earnings from self- employment" within the meaning of Code Section 401(c)(2) unless such individual is also an Employee.

1.16 "**Employer**" means the Employer and the Affiliated Employers named in the SPD provided, however, that when the Plan provides that the Employer has a certain power (e.g., the appointment of a Plan Administrator, entering into a contract with a third party insurer, or amendment or termination of the plan) the term "Employer" shall mean only that entity named on the first line of the Plan Information Summary of the SPD, and not any Affiliated Employer. Affiliated Employers who sign the Plan Information Summary and/or otherwise adopt the Plan shall be bound by the Plan as adopted and subsequently amended unless they clearly withdraw from participation herein.

1.17 "**ERISA**" shall mean the Employee Retirement Income Security Act of 1974, as amended.

1.18 "**Health Care Reimbursement**" shall have the meaning assigned to it by Section 5.01 of the Plan.

1.19 "**Highly Compensated Individual**" means an individual defined under Code Section 125(e) or 414(q), as amended, as a "highly compensated individual" or a "highly compensated employee."

1.20 "**Key Employee**" means an individual who is a "key employee" as defined in Code Section 125(b)(2), as amended.

1.21 "**Nonelective Contribution(s)**" means any amount that the Employer, in its sole discretion, may contribute on behalf of each Participant to provide benefits for such Participant and his or her Spouse and Dependents, if applicable, under one or more of the Benefit Plan(s) or Policy(ies) offered under the Plan. The amount of employer contribution that is applied towards the cost of the Benefit Plan(s) or Policy(ies) for each Participant and/or level of coverage shall be subject to the sole discretion of the Employer. The amount of Nonelective Contribution for each Participant may be adjusted upward or downward in the contributing Employer's sole discretion. The amount shall be calculated for each Plan Year in a uniform and nondiscriminatory manner and may be based upon the Participant's dependent status, commencement or termination date of the Participant's employment during the Plan Year, and such other factors as the Employer shall prescribe. To the extent set forth in the SPD or enrollment material, the Employer may make Nonelective Contributions available to Participants and allow Participants to allocate the Nonelective Contributions among the various Benefit Plans or Policies offered under the Plan in a manner set forth in the SPD of additional, taxable Compensation except as otherwise provided in the SPD or enrollment material.

1.22 "**Participant**" means an Employee who becomes a Participant pursuant to Article II.

1.23 "**Plan**" means the Flexible Benefits Plan, the SPD (defined in Section 1.35 herein) and (if applicable) the related Trust created by this document.

1.24 "**Plan Administrator**" means the person(s) or Committee identified in the SPD that is appointed by the Employer with authority, discretion, and responsibility to manage and direct the operation and administration of the Plan. If no such person is named, the Plan Administrator shall be the Employer.

1.25 "**Plan Year**" shall be the period of coverage set forth in the SPD (as extended by any applicable grace period as set forth in the SPD).

1.26 "**Premium Deduction Authorization**" or "PDA" Means the actual or deemed agreement pursuant to which an eligible Employee or Participant elects to contribute his share of the cost of chosen Benefit Plans or Policies with Pre-tax or After-tax contributions and/or Benefit Credits (if offered under the plan) in accordance with Article III herein. If the Employer utilizes an interactive voice response (IVR) system or web-based program for enrollment, the PDA may be maintained on an electronic database in accordance with all applicable federal and/or state laws.

1.27 "**Pre-tax Contribution(s)**" means amounts withheld from an Employee's Compensation pursuant to a PDA before any applicable state and federal taxes have been deducted. The amounts are withheld for purposes of purchasing one or more of the Benefit Plans or Policies available under the Plan. This amount shall not exceed the premiums or contributions attributable to the most costly Benefit Plan or Policy afforded hereunder, and for purposes of Code Section 125, shall be treated as an Employer contribution (this amount may, however, be treated as an Employee contribution for purposes of state insurance laws).

1.28 "**Qualified Benefit**" means any benefit excluded from the Employee's taxable income under Chapter 1 of the Code other than Sections 106(b), 117, 124, 127, or 132 and any other benefit permitted by the Income Tax Regulations (i.e., any life insurance coverage that is includable in gross income by

virtue of exceeding the dollar limitation on nontaxable coverage under Code Sec. 79). Notwithstanding the previous sentence, benefits prohibited under Section 125(f) (e.g. qualified health plans (as defined in Section 1301 of the Affordable Care Act) that are purchased in the individual market through a public Exchange and long-term care insurance) are not "Qualified Benefits".

1.29 "**Qualifying Employment-Related Expenses**" means those expenses that would be considered to be employment-related expenses under Section 21(b)(2) of the Code (relating to expenses for household and dependent care services necessary for gainful employment) if paid for by the Employee to provide Qualifying Services.

1.30 "**Qualifying Individual**" means an individual defined as a “Qualifying Individual” in the Summary Plan Description.

1.31 "**Qualifying Services**" means services relating to the care of a Qualifying Individual that enable the Participant or his Spouse to remain gainfully employed which are performed:

(a) in the Participant's home; or

(b) outside the Participant's home for (1) the care of a Dependent of the Participant who is under age 13, or (2) the care of any other Qualifying Individual who resides at least eight (8) hours per day in the Participant's household. If the expenses are incurred for services provided by a dependent care center (i.e., a facility that provides care for more than six (6) individuals not residing at the facility), the center must comply with all applicable state and local laws and regulations.

1.32 "**Reimbursement Account(s)” or “Account(s)**" shall be the funding mechanism by which amounts are withheld from an Employee's Compensation and retained for future Health Care Reimbursement (as defined in Section 1.18 herein) and Dependent Care Reimbursement (as defined in Section 1.10 herein) to the extent adopted by the Employer as set forth in the SPD. No money shall actually be allocated to any individual Participant Account(s); any such Account(s) shall be of a memorandum nature, maintained by the Administrator for accounting purposes, and shall not be representative of any identifiable trust assets. No interest will be credited to or paid on amounts credited to the Participant Account(s).

1.33 "**Spouse**" means an individual who is legally married to a Participant (and who is treated as a spouse under the Code), but for purposes of the Dependent Care Reimbursement Plan provisions, shall not include an individual who, although married to the Participant, files a separate federal income tax return, maintains a separate, principal residence from the Participant during the last six months of the taxable year, and does not furnish more than one-half of the cost of maintaining the principal place of abode of the Qualifying Individual.

1.34 "**Student**" means an individual who, during each of five (5) or more calendar months during the Plan Year, is a full time student at any college or university, the primary function of which is the conduct of formal instruction, and which routinely maintains a regular faculty and curriculum and normally has an enrolled student body in attendance at the location where its educational activities are regularly presented.

1.35 "**Summary Plan Description" or "SPD**" means the document attached as Attachment I to the Plan document that describes the term of Plan not set forth herein. The SPD and all applicable appendices are incorporated hereto by reference.

1.36 "**Trustee**" (if applicable) means the person(s) or institution (and their successors) named on the signature page attached hereto, who have assented to being so named by their signature to this Agreement, otherwise empowered to hold and disburse the funds that are created hereunder.

ARTICLE II - ELIGIBILITY AND PARTICIPATION

2.01 **Eligibility to Participate**. Each Employee who satisfies the eligibility requirements set forth in the SPD shall be eligible to participate in this Plan as of any applicable entry date set forth in the SPD. The provisions of this Article are not intended to override any eligibility requirement(s) or waiting period(s) specified in the applicable Benefit Plans or Policies and the terms of eligibility and participation for the Benefit Plan(s) or Policy(ies) offered under the Plan shall be subject to the requirements specified in the governing documents of the Benefit Plans or Policies.

2.02 **Termination of Participation**. Participation shall terminate on the earliest of the dates set forth in the SPD.

2.03 **Eligibility to Participate** in Reimbursement Accounts. Each Employee who satisfies the eligibility requirements set forth in the SPD shall be eligible to participate in the Reimbursement Accounts, if adopted by the Employer, on the date set forth in the SPD. Participation in the Reimbursement Accounts shall be effective on the date set forth in the SPD.

2.04 **Qualifying Leave Under FMLA**. Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under the Family and Medical Leave Act of 1993 (the “FMLA”), then to the extent required by the FMLA, the Participant will be entitled to continue the Participant's Benefit Plans or Policies that provide health coverage (including URM benefits to the extent offered under the Plan) on the same terms and conditions as if the Participant were still an active Employee. The requirements for continuing coverage, procedures for FMLA leave, and payment option(s) provided by the Employer (as described above) will be set forth in the SPD and will be administered in accordance with the regulations issued under Code Section 125 and in accordance with the FMLA.

2.05 **Non-FMLA Leave**. If a Participant goes on an unpaid leave of absence that does not affect eligibility under this Plan or the Benefit Plans or Policies chosen by the Participant, then the Participant will continue to participate and the contributions due for the Participant will be paid by one or more of the payment options described in the SPD. If a Participant goes on an unpaid leave that affects eligibility under this Plan or the Benefit Plans or Policies chosen by the Participant, the election change rules in Section 3.04 will apply. If such policy requires coverage to continue during the leave but permits a Participant to discontinue contributions while on leave, the Participant will, upon returning from leave, be required to repay the contributions not paid by the Participant during the leave.

ARTICLE III - BENEFIT ELECTIONS

3.01 **Election of Contributions**. A Participant may elect any combination of Pre-tax Contributions or After-tax Contributions (as set forth in the SPD) to fund any Benefit Plan or Policy available under the Plan, provided that only Qualified Benefits may be funded with Pre-tax Contributions. The Employer

may, but is not required, to allocate Non-elective Contributions to one or more Benefit Plans or Policies offered under the Plan and to the extent set forth in the SPD or enrollment material, may allow the Participants to allocate his allotted share of Nonelective Contributions among the various Benefit Plans or Policies in a manner set forth in the SPD or enrollment material.

3.02 **Initial Election Period**.

(a) **Currently Eligible Employees**. An Employee who is eligible to become a Participant in this Plan as of the Effective Date should complete, sign and file a PDA with the Plan Administrator during the election period (as specified by the Plan Administrator) immediately preceding the Effective Date of the Plan in order to become a Participant on the Effective Date. The elections made by the Participant on this initial PDA shall be effective, subject to Section 3.04, for the Plan Year beginning on the Effective Date.

(b) **New Employees and Employees Who Have Not Yet Satisfied The Plan's Waiting Period**. An Employee who becomes eligible to become a Participant in this Plan after the Effective Date should complete, sign and file a PDA with the Plan Administrator (or its designated third party administrator as set forth on the PDA) during the Initial Election Period set forth in the SPD or the enrollment material. Participation will commence under this Plan as set forth in the SPD. Coverage under the component Benefit Plans or Policies will be effective in accordance with the governing provisions of such Benefit Plans or Policies.

(c) **Failure to Elect**. An eligible Employee who fails to complete, sign and file a PDA in accordance with paragraph (a) or (b) above during an initial election period may become a Participant on a later date in accordance with Section 3.03 or 3.04.

3.03 **Annual Election Period**. Each Employee who is a Participant in this Plan or who is eligible to become a Participant in this Plan shall be notified, prior to each Anniversary Date of this Plan, of his right to become a Participant in this Plan, to continue participation in this Plan, or to modify or to cease participation in this Plan, and shall be given a reasonable period of time in which to exercise such right: such period of time shall be known as the Annual Election Period (Open Enrollment). The date that the Annual Election Period commences and ends will be set forth in the SPD or the enrollment material. An election is made during the Annual Election Period in the manner set forth in the SPD. The consequences of failing to make an election during the Annual Election Period will be set forth in the SPD.

3.04 **Change of Elections**. A Participant shall not make any changes to the Pre-tax Contribution amount or, where applicable, to the Participant's elected allocation of Nonelective Contributions except for election changes permitted under this Section 3.04, and for changes made during the Annual Election Period (Section 3.03), changes caused by termination of employment (Section 3.05) and changes pursuant to the Family and Medical Leave Act (Section 2.04). Except as provided in the SPD for HIPAA special enrollment rights arising from the birth, adoption, or placement for adoption of a child, all election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first day of the first pay period coinciding with or immediately following the date that the election change was filed) but, as determined by the Plan Administrator, election changes may become effective later to the extent the coverage in the applicable component plan commences later. The circumstances under which a Participant may change his election under this Plan are set forth in the SPD.

3.05 **Impact of Termination of Employment on Election or Cessation of Eligibility**. Termination of employment or cessation of eligibility shall automatically revoke any Pre-tax Contributions. Except as provided below, if revocation occurs under this Section 3.05, no new election with respect to Pre-Tax Contributions may be made by such Participant during the remainder of the Plan Year. Rules governing elections for former participants rehired during the same Plan Year shall be set forth in the SPD.

ARTICLE IV - BENEFIT FUNDING

4.01 **Source of Benefit Funding**. The cost of coverage under the component Benefit Plans or Policies shall be funded by the Participant's Pre-tax and/or After-tax Contributions and/or any Nonelective Contributions provided by the Employer. The required contributions for each of the Benefit Plans or Policies offered under the Plan shall be made known to employees in enrollment materials. Pre-tax or After-tax Contributions (as elected by the Employee on the PDA) shall equal the contributions required from the Participant less any available Nonelective Contributions allocated thereto by the Employer, or where applicable, the Participant for coverage of the Participant or the Participant's Spouse or Dependents under the Benefit Plans or Policies elected by the Participant under this Plan. Amounts withheld from a Participant's Compensation as Pre-tax Contributions or After-tax Contributions shall be applied to fund benefits as soon as administratively feasible. The maximum amount of Pre-tax Contributions plus any Nonelective Contributions made available by the Employer for Benefit Plan(s) or Policy(ies) offered under this Plan shall not exceed the aggregate cost of the Benefit Plan(s) or Policy(ies) elected by the Employee.

4.02 **Reduction of Certain Elections to Prevent Discrimination**. If the Plan Administrator determines, before or during any Plan Year, that the Plan may fail to satisfy for such Plan Year any requirement imposed by the Code or any limitation on Pre-tax Contributions allocable to Key Employees or to Highly Compensated Individuals, the Plan Administrator shall take such action(s) as he deems appropriate, under rules uniformly applicable to similarly situated Participants, to assure compliance with such requirement or limitation. Such action may include, without limitation, a modification or revocation of a Highly Compensated Individual's or Key Employee's election without the consent of such Employee.

4.03 **Health Care Reimbursement**. To the extent offered under the Plan, each Participant's URM will be credited for Health Care Reimbursement with amounts withheld from the Participant's Compensation and any Nonelective Contributions allocated thereto by the Employer or where applicable, the Participant. The Account will be debited for Health Care Reimbursements disbursed to the Participant in accordance with Article V of this document. The entire amount elected by the Participant on the PDA as an annual amount for the Plan Year for Health Care Reimbursement less any Health Care Reimbursements already disbursed to the participant for Expenses incurred during the Plan Year (plus any grace period or carryover option as set forth in the SPD) shall be available to the Participant at any time during the Plan Year without regard to the balance in the Health Care Account (provided that the periodic contributions have been made). Thus, the maximum amount of Health Care Reimbursement at any particular time during the Plan Year will not relate to the amount that a Participant has had credited to his URM. In no event will the amount of Health Care Reimbursements in any Plan Year (plus any grace period, if applicable, as set forth in the SPD) exceed the annual amount specified for the Plan Year in the PDA for Health Care Reimbursement. Unless the Plan provides for the carry-over option of up to $500 of unused health FSA funds, any amount in excess of the pre-determined carry-over limit credited to the Health Care Account shall be forfeited by the Participant and restored to the Employer if it has not been

applied to provide Health Care Reimbursement within the grace period (if applicable) and Run-Off period set forth in the SPD. The Plan cannot simultaneously provide for both the grace period option and the carryover option. Amounts so forfeited shall be used in a manner that is permitted within the applicable Department of Labor ("DOL") or Internal Revenue Service ("IRS") regulations. The maximum annual reimbursement under the URM shall be set forth in the SPD. The Employer may establish a minimum annual reimbursement amount as set forth in the SPD. In no event will Participants' PDAs include contributions that exceed the dollar limitations set forth by the IRS.

4.04 **Dependent Care Reimbursement**. To the extent offered under the Plan, each Participant's DDC will be credited for Dependent Care Reimbursement with amounts withheld from the Participant's Compensation, and any Nonelective Contributions allocated thereto by the Employer or where applicable, the Participant. The Dependent Care Account will be debited for Dependent Care Reimbursements disbursed to the Participant in accordance with Article V of this document. In the event that the amount in the Account is less than the amount of reimbursable claims at any time during the Plan Year, the excess part of the claim will be carried over into following months within the same Plan Year, to be paid out as the Dependent Care Account balance becomes adequate. In no event will the amount of Dependent Care Reimbursements exceed the amount credited to the Dependent Care Account for any Plan Year. Any amount allocated to the Dependent Care Account shall be forfeited by the Participant and restored to the Employer if it has not been applied to provide Dependent Care Reimbursement for the Plan Year within the Run-Off period set forth in the SPD. Amounts so forfeited shall be used in a manner that is not prohibited by applicable federal or state law. The maximum annual reimbursement amount shall not exceed the dollar limitations set forth by the IRS.

ARTICLE V - BENEFITS

5.01 **Qualified Benefits**. The maximum benefit a participant may elect under this Plan shall not exceed the sum of i) the aggregate premium for all Benefit Plan(s) or Policy(ies) set forth in the SPD (other than Health and DDC); ii) any pre-tax HSA contributions (if allowed under the Plan); and iii) the maximum annual Health Care Reimbursement under the URM as set forth in the SPD (if offered under the Plan); and iv) the maximum annual Dependent Care Reimbursement under the DDC as set forth in the SPD (if offered under the Plan.)

(a) **Special Rules for Health Care Reimbursement**. To the extent offered under the Plan, payment shall be made to the Participant in cash as reimbursement for Eligible Medical Expenses incurred by the Participant or his Spouse or Dependents while he is a Participant during the Plan Year (plus any grace period extension as specified in the SPD) for which the Participant's election is effective provided that the substantiation requirements of Section 6.05 herein are satisfied.

(b) **Special Rules for Dependent Care Reimbursement**. To the extent offered under the Plan, payment shall be made to the Participant in cash as reimbursement for Eligible Employment Related Expenses incurred by him while a Participant, during the Plan Year (plus any applicable grace period extension as described in the SPD) for which the Participant's election is effective, provided that the substantiation requirements of Section 6.05 have been satisfied.

5.02 **Cash Benefit**. To the extent that a Participant does not elect to have the maximum amount of his Compensation contributed as a Pre-tax Contribution or After-tax Contribution hereunder, such amount

not elected shall be paid to the Participant in the form of normal Compensation payments; provided, however, that any applicable Nonelective Contributions may not be received in the form of cash compensation, except as otherwise provided for in the SPD or the enrollment material.

5.03 **Repayment of Excess Reimbursements**. If, as of the end of any Plan Year, it is determined that a Participant has received payments under this Plan that exceed the amount of Eligible Medical Expenses and/or Eligible Employment Related Expenses that have been substantiated by such Participant during the Plan Year as required by Section 6.05 herein, the Plan Administrator shall give the Participant prompt written notice of any such excess amount, and the Participant shall repay the amount of such excess to the Employer within sixty (60) days of receipt of such notification.

5.04 **Termination of Reimbursement Accounts**. Coverage under the URM and/or DDC shall cease as of the day in which a Participant is no longer employed by the Employer or when a premium payment for the respective plan(s) has been missed for any reason. Provided, however, that Participants may submit claims under the DDC for reimbursement for Eligible Employment-Related Expenses arising during the Plan Year at any time until the end of the Run-Off period set forth in the SPD. Participants in the URM may submit claims for reimbursement for Eligible Medical Expenses arising during the Plan Year and before the date of separation from service at any time until the end of the Run-Off period set forth in the SPD. Unless a COBRA election is made as set forth in the SPD, Participants shall not be entitled to receive reimbursement for Eligible Medical Expenses incurred after employment ceases under this Section. Any unused reimbursement benefits at the expiration of the Plan Year (as set forth in the SPD) shall be treated in accordance with Sections 4.03 or 4.04.

5.05 **Coordination of Benefits Under the URM**. The URM is intended to pay benefits solely for otherwise unreimbursed medical expenses. Accordingly, it shall not be considered a group health plan for coordination of benefits purposes, and its benefits shall not be taken into account when determining benefits payable under any other plan.

ARTICLE VI - PLAN ADMINISTRATION

6.01 **Allocation of Authority**. The Court or applicable governing body (or an authorized officer of the Employer) appoints a Plan Administrator that keeps the records for the Plan and shall control and manage the operation and administration of the Plan. The Plan Administrator shall have the exclusive right to interpret the Plan and to decide all matters arising thereunder, including the right to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and the SPD issued in connection with the Plan. In the case of an insured Benefit Plan or Policy, the insurer shall be the named fiduciary with respect to benefit claim determinations thereunder, and with respect to benefit claims shall have all of the powers of the Plan Administrator described herein. All determinations of the Plan Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Plan Administrator shall have the following powers and duties:

(a) To require any person to furnish such reasonable information as he may request for the purpose of the proper administration of the Plan as a condition to receiving any benefits under the Plan;

(b) To make and enforce such rules and regulations and prescribe the use of such forms as he shall deem necessary for the efficient administration of the Plan;

(c) To decide on questions concerning the Plan and the eligibility of any Employee to participate in the Plan and to make or revoke elections under the Plan, in accordance with the provisions of the Plan;

(d) To determine the amount of benefits which shall be payable to any person in accordance with the provisions of the Plan; to inform the Employer or insurer as appropriate, of the amount of such benefits; and to provide a full and fair review to any Participant whose claim for benefits has been denied in whole or in part;

(e) To designate other persons to carry out any duty or power which may or may not otherwise be a fiduciary responsibility of the Plan Administrator, under the terms of the Plan. Such entity will be referred to as a third party administrator and shall be identified in the SPD;

(f) To keep records of all acts and determinations, and to keep all such records, books of account, and data and other documents as may be necessary for the proper administration of the Plan; and

(g) To do all things necessary to operate and administer the Plan in accordance with its provisions.

6.02 **Payment of Administrative Expenses**. Except as otherwise provided in the SPD, the Employer currently pays all reasonable expenses incurred in administering the Plan.

6.03 **Reporting and Disclosure Obligations**. Unless specified otherwise, it shall be the Employer and Plan Administrator's sole responsibility to comply with all filing, reporting, and disclosure requirements, imposed by the DOL and/or IRS, specifically including, but not limited to creating, filing and distributing Summary Annual Reports, Form 5500s, and SPDs. Furthermore, the Employer and Plan Administrator shall be required to amend the Plan as is necessary to ensure compliance with applicable tax and other laws and regulations.

6.04 **Liability of Plan Administrator**. Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or deprecation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct.

6.05 **Substantiation of Expenses**. Each Participant must submit a written Claim Form to the Plan Administrator identified in the SPD or its designated plan service provider to receive reimbursements from the URM and/or DDC, on a form provided by the Plan Administrator accompanied by a written statement/bill from an independent third party stating that the expense has been incurred, and the amount thereof. The forms shall contain such evidence, as the Plan Administrator shall deem necessary as to substantiate the nature, the amount, and timeliness of any expenses that may be reimbursed.

6.06 **Reimbursement**. Reimbursements shall be made as soon as administratively feasible after the required forms have been received by the Plan Administrator identified in the SPD or its designated plan service provider. Reimbursements of less than $15 may be carried forward and aggregated with future reimbursements until the reimbursable amount is greater than $15. However, claims for

reimbursements outstanding at the end of the Plan Year (plus any grace period as set forth in the SPD) shall be reimbursed without regard to the $15 threshold limit. Year-end expense reimbursements must be submitted to the Plan Administrator within 90 days of the close of the Plan Year for which the PDA is effective, and during which such expense was incurred, in order to be eligible for reimbursement.

6.07 **Annual Statements**. The Plan Administrator or designated plan service provider shall furnish each Participant with an annual statement, showing the amounts paid or expenses incurred by the Employer in providing Medical and/or Dependent Care Expense Reimbursement during the previous calendar year and the respective Reimbursement Account balance(s) on or before January 31 following the close of the applicable Plan Year.

ARTICLE VII - FUNDING AGENT

The Plan shall be funded with amounts withheld from Compensation pursuant to PDAs, and/or Nonelective Contributions provided by the Employer, if any. The Employer will apply all such amounts, without regard to their source, to pay for the welfare benefits provided herein as soon as administratively feasible and shall comply with all applicable regulations promulgated by the DOL taking into consideration any enforcement procedures adopted by the DOL. If a Trust is designated Funding Agent in the SPD, an appropriate Trust Agreement shall be attached at the end of this Plan.

ARTICLE VIII - CLAIMS PROCEDURES

The Plan has established procedures for reviewing claims denied under this Plan and those claims review procedures are set forth in the SPD. The Plan's claim review procedures set forth in the SPD shall only apply to issues germane to the pre-tax benefits available under this Plan (i.e., such as a determination of: a Change in Status; change in cost or coverage; or eligibility and participation matters under this Cafeteria Plan document), and to the extent offered under the Plan, claims for benefits under the Reimbursement Accounts.

ARTICLE IX - AMENDMENT OR TERMINATION OF PLAN

9.01 **Permanency**. While the Employer fully expects that this Plan will continue indefinitely, due to unforeseen, future business contingencies, permanency of the Plan will be subject to the Employer's right to amend or terminate the Plan, as provided in Sections 9.02 and 9.03 below. Nothing in this Plan is intended to be or shall be construed to entitle any Participant, retired or otherwise, to vested or non-terminable benefits.

9.02 **Employer's Right to Amend**. The Employer reserves the right to amend at any time any or all of the provisions of the Plan. All amendments shall be made in writing and shall be approved by the Employer in accordance with its normal procedures for transacting business (e.g. by approval by the Court through a meeting or approved by the Plan Administrator). Such amendments may apply retroactively or prospectively as set forth in the amendment. Each Benefit Plan or Policy shall be amended in accordance with the terms specified therein, or, if no amendment procedure is prescribed, in accordance with this section. Any amendment made by the Employer shall be deemed to be approved and adopted by any Affiliated Employer.

9.03 **Employer's Right to Terminate**. The Employer reserves the right to discontinue or terminate the Plan without prejudice at any time and for any reason without prior notice. Such decision to terminate

the Plan shall be made in writing and shall be approved by the Employer in accordance with its normal procedures for transacting business. Affiliated Employers may withdraw from participation in the Plan, but may not terminate the Plan.

9.04 **Determination of Effective Date of Amendment or Termination**. Any such amendment, discontinuance, or termination shall be effective as of such date as the Employer shall determine. No amendment, discontinuance or termination shall allow the return to any Employer of any Reimbursement Account balance for its use for any purpose other than for the exclusive benefit of the Participants and their beneficiaries except as provided in Section 4.03 and 4.04 herein.

ARTICLE X - GENERAL PROVISIONS

10.01 **Not an Employment Contract**. Neither this Plan nor any action taken with respect to it shall confer upon any person the right to continue employment with any Employer.

10.02 **Applicable Laws**. The provisions of the Plan shall be construed, administered and enforced according to applicable federal law and the laws of the state of the principal place of business of the Employer to the extent not preempted.

10.03 **Post-Mortem Payments**. Any benefit payable under the Plan after the death of a Participant shall be paid to his surviving spouse (if any), otherwise, to his estate. If there is doubt as to the right of any beneficiary to receive any amount, the Plan Administrator may retain such amount until the rights thereto are determined, without liability for any interest thereon.

10.04 **Nonalienation of Benefits**. Except as expressly provided by the Plan Administrator, no benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to do so shall be void. No benefit under the Plan shall in any manner be liable for or subject to the debts, contracts, liabilities, engagements, or torts of any person.

10.05 **Mental or Physical Incompetency**. Every person receiving or claiming benefits under the Plan shall be presumed to be mentally and physically competent and of age until the Plan Administrator receives a written notice, in a form and manner acceptable to it, that such person is mentally or physically incompetent or a minor, and that a guardian, conservator or other person legally vested with the care of his estate has been appointed.

10.06 **Inability to Locate Payee**. If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participants or other person after reasonable efforts have been made to identify or locate such person, such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited one year after the date any such payment first became due.

10.07 **Requirement for Proper Forms**. All communications in connection with the Plan made by a Participant shall become effective only when duly executed on any forms as may be required and furnished by, and filed with, the Plan Administrator.

10.08 **Source of Payments**. The Employer, the Trust fund (if selected as Funding Agent), and any insurance company contracts purchased or held by the Employer or funded pursuant to this Plan shall be the sole sources of benefits under the Plan. No Employee or beneficiary shall have any right to, or

interest in, any assets of the Employer upon termination of employment or otherwise, except as provided from time to time under the Plan, and then only to the extent of the benefits payable under the Plan to such Employee or beneficiary.

10.09 **Multiple Functions**. Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

10.10 **Tax Effects**. Neither the Employer, its agents, the Plan Administrator, nor the Trustee makes any warranty or other representation as to whether any Pre-tax Premiums made to or on behalf of any Participant hereunder will be treated as excludable from gross income for local, state, or federal income tax purposes. If for any reason it is determined that any amount paid for the benefit of a Participant or Beneficiary is includable in an Employee's gross income for local, federal, or state income tax purposes, then under no circumstances shall the recipient have any recourse against the Plan Administrator or the Employer with respect to any increased taxes or other losses or damages suffered by the Employees as a result thereof. The Plan is designed and is intended to be operated as a "cafeteria plan" under Section 125 of the Code.

10.11 **Gender and Number**. Masculine pronouns include the feminine as well as the neuter genders, and the singular shall include the plural, unless indicated otherwise by the context.

10.12 **Headings**. The Article and Section headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.

10.13 **Incorporation by Reference**. Except for the Medical and Dependent Care Expense Reimbursement Plan(s), the actual terms and conditions of the separate component Benefit Plans or Policies offered under this Plan are contained in separate, written documents governing each respective benefit, and shall govern in the event of a conflict between the individual plan document, and this Plan as to substantive content. To that end, each such separate document, as amended or subsequently replaced, is hereby incorporated by reference as if fully recited herein. The provisions of the Medical and Dependent Care Expense Reimbursement Plan(s) are reproduced herein, but shall constitute separate plans for purposes of all applicable Code and ERISA provisions.

10.14 **Severability**. Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder thereof shall be given effect to the maximum extent possible.

10.15 **Effect of Mistake**. In the event of a mistake as to the eligibility or participation of an Employee, the allocations made to the account of any Participant, or the amount of distributions made or to be made to a Participant or other person, the Plan Administrator shall, to the extent it deems possible, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as will in its judgment accord to such Participant or other person the credits to the account or distributions to which he is properly entitled under the Plan. Such action by the Administrator may include withholding of any amounts due the Plan or the Employer from Compensation paid by the Employer.

10.16 **Provisions Relating to Insurers**. No insurer shall be required or permitted to issue an insurance policy or contract that is inconsistent with the purposes of this Plan, nor be bound to take any action not in accordance with the terms of any policy or contract with this Plan. The insurer shall not be deemed to be a party to this Plan, nor shall it be bound to interpret the construction or validity of the Plan. The

insurer shall be protected from its good faith reliance on the written representations and instructions of the Trustee and the Plan Administrator, and shall not be responsible for the initial or continued qualified status of the Plan.

10.17 **Forfeiture of Unclaimed Reimbursement Account Benefits**. Unless the Employer has implemented a $500 carryover with respect to the URM, any Reimbursement Account benefit payments that are unclaimed (e.g., uncashed benefit checks) by the close of the Plan Year following the Plan Year in which the Health or Dependent Care Expense was incurred shall be forfeited.

10.18 **HIPAA Privacy**. To the extent a URM is offered under the Plan, the rights and obligations of an individual covered under the URM, the Employer and Plan, with respect to permitted uses and disclosures of a covered individual's protected health information, set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) will be summarized in the SPD.

ARTICLE XI - CONTINUATION COVERAGE UNDER COBRA

The SPD includes provisions that shall be applicable to the URM to the extent the URM is a “group health plan” as defined by Code §§ 4980B and 5000(b)(1) and the regulations promulgated thereunder and to the extent it is offered under the Plan. The intent of those provisions (as incorporated in this Article) is to extend continuation rights required by COBRA.

IN WITNESS WHEREOF, the Employer has executed this Plan as of the date set forth below.

EMPLOYER'S ACKNOWLEDGMENT

As evidenced by the formal execution of this document, the undersigned Employer adopted this amended Plan, with an original established date of February 1, 1987, on the Effective Date as the Flexible Benefits Plan of the undersigned Employer. In doing so, the undersigned Employer acknowledges that the Summary Plan Description ("SPD") and this Plan document are important legal instruments with significant legal and tax implications.

This Section 125 Flexible Benefits Plan Document supersedes all prior versions of the plan, including those previously adopted or amended by the court, and shall govern henceforth unless otherwise modified by subsequent court order.

The Employer also acknowledges that it has read this SPD and the Plan document in their entirety, and accepts full responsibility for participation of Employees hereunder and the operation of the Plan. The Employer acknowledges that, as sponsor and Plan Administrator, it shall have sole responsibility to comply with all filing, reporting, and disclosure requirements imposed by the DOL, IRS, or any other government agency, specifically including, but not limited to, creating and filing Form 5500s and preparing and distributing SPDs and performing required nondiscrimination testing.

Furthermore, the Employer further acknowledges that it shall bear sole responsibility for amending the Plan as necessary to ensure compliance with applicable tax, labor, and other laws and regulations.

This Plan shall be construed and enforced according to the Internal Revenue Code of 1986, as amended from time to time, the applicable regulations thereto, and the laws of the state of the principal place of business of the Employer.

IN WITNESS WHEREOF, the Employer has caused this Plan and Summary Plan Description to be executed on the day of _____,_____ to ratify the adoption of the Plan adopted and effective as of the Effective Date.

WITNESS:

Employer: BRAZORIA COUNTY

By:_____

L. Matt Sebesta

Title: County Judge

Date: _____

ATTACHMENT I - SUMMARY PLAN DESCRIPTION

ATTACHMENT 2 – SECTION 125 FLEXIBLE BENEFIT PLAN ADOPTION AGREEMENT (APRIL, 2006)

FLEXIBLE BENEFITS PLAN SUMMARY PLAN DESCRIPTION

PLAN INFORMATION SUMMARY

The Employer named below establishes a Flexible Benefits Plan (the "Plan") as set forth in this Summary Plan Description(“SPD”) as of the Effective Date set forth below. The purpose of the Plan is to provide eligible Employees a choice between cash and the specified welfare benefits described in this Plan Information Summary (see “Benefits Provided Under the Plan”). Pre-tax Contribution elections under the Plan are intended to qualify for the exclusion from income provided in Section 125 of the Internal Revenue Code of 1986.

FLEXIBLE BENEFITS PLAN

EMPLOYER INFORMATION

1) Name and Address of Employer: **BRAZORIA COUNTY**

Plan Administrator: **HOLLY FOX OR ASSIGNEE**

237 E. LOCUST STE 203

ANGLETON, TX 77515

The Plan Administrator has the exclusive right to interpret the Plan and to decide all matters arising under the Plan, including the right to make determinations of fact and to construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and this SPD.

2) Employer's Telephone Number: **(979) 864-1797**

3) Employer's Federal Tax Identification Number: **74-6000044**

4) Plan Number Assigned to Cafeteria Plan (e.g., 501 if this is the first ERISA Plan Number assigned): **501**

5) 125 Start Date: **02/01/1987**

6) Effective Date of this Plan: **10/01/2025**

7) Last Day of the Plan Year: **09/30/2025**

Subsequent Plan Years: **10/01-09/30**

8) Name and Address of FSA Claim Administrator: **SAME**

9) Name and Address of registered agent for service of legal process: **HOLLY FOX**

10) Affiliated Employers that will participate in the Plan : **None**

11) Employer's Type of Business: **LOCAL GOVERNMENT ENTITY**

ELIGIBILITY

All Employees employed by the Employer shall be eligible to participate under the Plan except the following: Temporary or Part-time employees

An eligible Employee may become a Participant in the Plan on the first day of the month following 61 days of employment provided the Employee completes a Premium Deduction Authorization ("PDA"). However, eligibility for coverage under any given Benefit Plan or Policy shall be determined by the terms of that Benefit Plan of Policy, and reductions of the Employee's Compensation to pay Pre-tax or After-tax Contributions shall commence when the Employee becomes covered under the applicable Benefit Plan or Policy.

An eligible Employee may become a Participant in the Dependent Care and/or Medical Expense Reimbursement Plan(s) on the same day such Employee is eligible for the Pre-Tax Contribution benefits under the Plan.

BENEFITS PROVIDED UNDER THE PLAN

The following Benefit Plans and Policies subject to the terms and conditions of the Plan are available for election by eligible Employees. The maximum a Participant can contribute via the PDA is the maximum aggregate cost of the Benefit Plans or Policies elected minus any Nonelective Contribution made by the Employer. It is intended that such Pre-tax Contribution amounts shall, for tax purposes, constitute an Employer contribution, but may constitute Employee contributions for state insurance law purposes. Copies of the Benefit Plans or Policies (or a list of eligible Policy numbers) shall be attached as an appendix to this Plan.

Group Major Medical Coverage

Vision Care Coverage

Disability Income - Short Term (A&S)

Cancer Insurance

Dental Coverage

Group Term Life Insurance

Disability Income - Long Term (LTD)

Intensive Care Insurance

Accident Insurance

Hospital Indemnity Insurance (HIP)

Specified Health Event

Medical Care Expense Reimbursement described in Appendix I to this SPD, not to exceed limits set by IRS regulations per Plan Year.

Dependent Care Expense Reimbursement described in Appendix I to this SPD, not to exceed limits set by IRS regulations per Plan Year.

Opt-out Option: See Employer enrollment material.

THE FUNDING AGENT

Brazoria County shall be the funding agent unless otherwise specified within the Plan or policies associated with the Plan.

ADMINISTRATIVE EXPENSES

Administrative Expenses incurred in operating the Plan shall be paid by Brazoria County except as otherwise noted in the Plan.

FLEXIBLE BENEFITS PLAN SUMMARY PLAN DESCRIPTION

Introduction

Brazoria County (the "Employer") is pleased to sponsor an employee benefit program known as a "Flexible Benefits Plan" (the "Plan") for you and your fellow employees. Under federal tax laws, it is also known as a "cafeteria plan". It is so called because it lets you choose from several different insurance and fringe benefit programs according to your individual needs. The Employer provides you with the opportunity to use pre-tax dollars to pay for them by entering into a salary redirection arrangement instead of receiving a corresponding amount of your regular pay. This arrangement helps you because the benefits you elect are nontaxable; you save income taxes on the amount of your salary redirection. Alternatively, your Employer may allow you to pay for any of the available benefits with after-tax contributions on a salary deduction basis.

This Summary Plan Description ("SPD") describes the basic features of the Plan, how it operates, and how you can get the maximum advantage from it. Information relating to the Plan that is specific to your Employer is described in the Plan Information Summary attached to the front of this SPD. You will be referred to the Plan Information Summary throughout the SPD. The Plan is also established pursuant to a plan document into which this SPD has been incorporated. If there is a conflict between the official plan document and the SPD, the plan document will govern.

In some cases, the Employer may adopt a Medical Care and/or Dependent Care Reimbursement Plan. If so, they will be listed in the Plan Information Summary as "Benefits Provided under the Plan," and the SPD for each Reimbursement Plan adopted by the Employer will be set forth in Appendix I to this SPD. To the extent that the Employer adopts a Medical Care Reimbursement Plan as indicated in the Plan Information Summary, a summary of your rights and obligations under HIPAA's privacy rules will be set forth and attached to this SPD as Appendix II.

Q-1. What is the purpose of the Plan?

The purpose of the Plan is to allow eligible employees to pay for certain benefits offered under the Plan (called "Benefit Plans or Policies") with pre-tax dollars called "Pre-tax Contributions". Pre-tax Contributions are described in more detail in Q-8 of this SPD.

Q-2. What benefits can I purchase on a pre-tax basis through the Plan?

You will be able to choose to participate in the Plan's various pre-tax options by filling out any required enrollment form(s) for the component Benefit Plans or Policies offered under the Plan. The complete list of Benefit Plans or Policies offered under the Plan is located in the Plan Information Summary under "Benefits Offered Under the Plan." NOTE: You may only contribute with Pre-tax Contributions towards the cost of Benefit Plans or Policies that cover you, your legal Spouse, and/or your tax Dependents defined under Internal Revenue Code Section 152. Each Benefit Plan or Policy may define eligible Dependents more narrowly for purposes of coverage under the particular Benefit Plan or Policy.

Q-3. Who can participate in the Plan?

Each employee of the Employer (or an Affiliated Employer identified in the Plan Information Summary) who satisfies the eligibility requirements described in the Plan Information Summary and who is eligible to participate in any of the Benefit Plans or Policies offered under the Plan will be eligible to participate

in this Plan as of the date described in the Plan Information Summary (see Q-5 of this SPD for instructions on how to become a Participant). Those employees who actually participate in the Plan are called "Participants." The terms of eligibility of this Plan do not override the terms of eligibility of each of the Benefit Plans or Policies offered under the Plan. For the details regarding eligibility provisions, benefit amounts, and premium schedules for each of the Benefit Plans or Policies, please refer to the plan summary for each of the Benefit Plans or Policies listed in the Plan Information Summary. Only coverage for an Employee and the Employee's Dependents may be paid for under this Plan. A dependent is defined generally as an individual who would be considered the Employee's spouse under the federal income tax code or the Employee's tax dependents as defined in Code Section 152; however, for purposes of health benefits and Dependent Care Reimbursement ("DDC") benefits offered under the Plan, a dependent is defined as (i) for health plan purposes, as set forth in Code Section 105(b) and (ii) for DDC purposes, as any person who meets the requirements to be a "qualifying individual" as defined in the DDC component SPD.

Q-4. When does my participation in the Plan end?

You continue to participate in the Plan until (i) you elect not to participate in accordance with Q-9 of this SPD; (ii) you no longer satisfy the eligibility requirements described in the Plan Information Summary; (iii) you terminate employment with the Employer; or (iv) the Plan is terminated or amended to exclude you or the class of employees of which you are a member. If your employment with the Employer is terminated during the Plan Year or you otherwise cease to be eligible, your active participation in the Plan will automatically cease, and you will not be able to make any more Pre-tax Contributions under the Plan. If you are rehired within the same Plan Year or you become eligible again, you may make new elections, provided that you are rehired or become eligible again more than 30 days after you terminated employment or lost eligibility. If you are rehired or again become eligible within 30 days or less, your prior elections will be reinstated and remain in effect for the remainder of the Plan Year unless you again lose eligibility.

Q-5. How do I become a Participant?

You become a Participant by communicating to your employer, prior to the Plan start date, your election to participate in the Plan by signing an individual Premium Deduction authorization (PDA) on which you elect one or more of the Benefit Plans or Policies available under the Plan, as well as agree to a salary redirection to pay for those benefits so elected. You will be provided a PDA when you first become eligible to participate in this Plan.

Q-6. What are the enrollment periods for entering the Plan?

If you are eligible on the effective date of the Plan, you must enroll during the enrollment period immediately preceding the effective date of the Plan. Otherwise, you must enroll during either the "Initial Enrollment Period" or the "Annual Enrollment Period". You will be notified of the dates that each enrollment period begins and ends in the enrollment material provided to you prior to each enrollment period. If you make an election during the Initial Enrollment Period, your participation in this Plan will begin on the later of your eligibility date described in the Plan Information Summary, the first pay period coinciding with or next following the date that your election is received by the Plan Administrator (or its designated claims administrator) or the date coverage under a Benefit Plan or policy that you elect begins. The effective date of coverage under the applicable Benefit Plan(s) or Policy(ies) is governed by

the terms of each Benefit Plan or Policy, as set forth in the governing documents for each Benefit Plan or Policy. The election that you make during the Initial Enrollment Period is effective for the remainder of the Plan Year and generally cannot be revoked during the Plan Year unless you have a Change in Status event as described in Q-9 below. If you do not make an election during the Initial Enrollment Period, you will be deemed to have elected not to participate in this Plan for the remainder of the Plan Year. You may, however, be covered by certain Benefit Plans or Policies automatically (and be required to contribute with pre-tax dollars) even if you fail to make an election. These automatic Benefit Plans or Policies are called "Default Benefits" and will be identified in the enrollment material that you receive. The election that you make during the Annual Enrollment Period is effective the first day of the next Plan Year and is irrevocable for the entire Plan Year unless you have a Change in Status event described in Q-9 below. A Participant who fails to complete, sign, and file a PDA during the Annual Enrollment Period as required shall be deemed to have elected to continue participation in the Plan with the same benefit elections as during the prior Plan Year (adjusted to reflect any increase/decrease in applicable premiums), and except for a Change in Status, will not be permitted to modify his election until the next Annual Enrollment Period. Notwithstanding the foregoing, annual elections for participation in the Medical Care and Dependent Care Expense Reimbursement Plans, if offered under the Plan, must be made by submitting a PDA prior to the beginning of each Plan Year -- no deemed elections shall occur with respect to such benefits. The Plan Year is generally a 12-month period (except during the initial or last Plan Year of the Plan). The beginning and ending dates of the Plan Year are described in the Plan Information Summary.

Q-7. What tax advantages are available through the Plan?

Suppose your monthly gross pay is $2,500 per month and your cost for coverage is $140 per month. Also, suppose your total withholdings (income tax and Social Security) are 22.65%. After paying for coverage from your after-tax pay, your take home pay is $1,794. However, under the pre-tax premium plan, you will be considered to have received $2,360 gross pay rather than $2,500 for tax purposes with $140 contributed for medical coverage. This means your take home pay will be $1,825 with the pre-tax premium plan rather than $1,794 without it. Thus, you save $31 per month ($372 per year) by participating in the pre-tax premium plan. The Table below illustrates this savings.

	With Cafeteria Plan	**Without Cafeteria Plan**
Gross Monthly Pay	$2,500	$2,500
Pre-Tax Coverage Under Plan	140	--
Taxable Income	2,360	2,500
Estimated Federal Tax (15%)	354	375
Medicare Tax (1.45%)	34	36
After-tax Coverage	--	140
Take Home Pay	1,972	1,949

Potential Monthly Savings: $23.00

Q-8. How are my contributions under the Benefit Plans or Policies made?

When you become a Participant, your share of the contributions for the elected Benefit Plan or Policy(ies) will be paid with Pre-tax Contributions elected on the PDA. Pre-tax Contributions are amounts withheld from your gross income before any applicable federal and state taxes have been deducted (some state tax laws do not recognize Pre-tax Contributions). In addition, all or a portion of the cost of the Benefit Plans or Policies may, in the Employer's discretion, be paid with contributions made by the Employer on behalf of each Participant (these are called "Nonelective Contributions"). The amount of Nonelective Contribution that is applied towards the cost of the Benefit Plan(s) or Policy(ies) for each Participant and/or level of coverage is subject to the sole discretion of the Employer, and it may be adjusted upward or downward in the Employer's sole discretion. The Nonelective Contribution amount will be calculated for each Plan Year in a uniform and nondiscriminatory manner and may be based upon your Dependent status, commencement or termination date of your employment during the Plan Year, and such other factors that the Employer deems relevant. In no event will any Nonelective Contribution be disbursed to you in the form of additional, taxable Compensation except as otherwise provided in the enrollment material. To the extent set forth in the enrollment material, the Employer may make available a certain amount of Nonelective Contributions and then allow you to allocate the Nonelective Contributions among the various Benefit Plan(s) or Policy(ies) that you choose (subject to restrictions described in the enrollment material).

Q-9. Can I ever change my election during the Plan Year?

Generally, you cannot change your election to participate in the Plan or vary the Pre-tax Contribution amounts although your election will terminate if you are no longer working for the Employer or no longer eligible under the terms of the Plan. Otherwise, you may change your elections for Pre-Tax Contributions only during the Annual Enrollment Period, and then, only for the coming Plan Year. There are several important exceptions to this general rule: You may change or revoke your previous election during the Plan Year if you file a written request for change with the Plan Administrator (or its designated claims administrator) within 30 days of any of the following events:

1. **Change in Status**. If one or more of the following "Changes in Status" occur, you may revoke your old election and make a new election, provided that both the revocation and new election are on account of and correspond with the Change in Status (as described below). Those occurrences that qualify as a Change in Status include the events described below, as well as any other events that the Plan Administrator determines are permitted under subsequent IRS regulations:

- a change in your legal marital status (such as marriage, legal separation, annulment, or divorce or death of your Spouse);

- a change in the number of your tax Dependents (such as the birth of a child, adoption or placement for adoption of a Dependent, or death of a Dependent);

- any of the following events that change the employment status of you, your Spouse, or your Dependent that affect benefit eligibility under a cafeteria plan (including this Plan and the Plan of another employer) or other employee benefit plan of yours, your Spouse, or your Dependents. Such events include any of the following changes in employment status: termination or commencement of employment, a strike or lockout, a commencement of or

return from an unpaid leave of absence, a change in worksite, switching from salaried to hourly-paid, union to non-union, or part-time to full-time; incurring a reduction or increase in hours of employment; or any other similar change which makes the individual become (or cease to be) eligible for a particular employee benefit (NOTE: The specific rules governing election changes when you take a leave of absence are described in Q-13 of this SPD);

• an event that causes your Dependent to satisfy or cease to satisfy an eligibility requirement for a particular benefit (such as attaining a specified age, getting married, or ceasing to be a student);

• a change in your, your Spouse's or your Dependent's place of residence.

• a change in your employment status such that you are no longer to average 30 hours or more per week each month but does not otherwise cause you to lose eligibility for group health benefits that provide minimum essential coverage; or

• you are eligible to enroll in a Qualified Health Plan offered in the Marketplace during the Marketplace's special or annual enrollment period.

If a Change in Status occurs and you want to make a corresponding election change, you must inform the Plan Administrator and complete a new election within 30 days from the date of the event. The election change must be on account of and correspond with the Change in Status event as determined by the Plan Administrator with the exception of special enrollment resulting from birth, placement for adoption or adoption, all election changes are prospective.

As a general rule, a desired election change will be found to be consistent with a Change in Status event if the event affects eligibility for coverage. A Change in Status affects eligibility for coverage if it results in an increase or decrease in the number of Dependents who may benefit under the plan. In addition, you must also satisfy the following specific requirements in order to alter your election based on that Change in Status:

• Loss of Dependent Eligibility. For accident and health benefits (e.g., health, dental and vision coverage, and Medical Care Reimbursement Plan), a special rule governs which types of election changes are consistent with the Change in Status. For a Change in Status involving your divorce, annulment or legal separation from your Spouse, the death of your Spouse or your Dependent, or your Dependent ceasing to satisfy the eligibility requirements for coverage, your election to cancel accident or health benefits for any individual other than your Spouse involved in the divorce, annulment, or legal separation, your deceased Spouse or Dependent, or your Dependent that ceased to satisfy the eligibility requirements, would fail to correspond with that Change in Status. Hence, you may only cancel accident or health coverage for the affected Spouse or Dependent. Example: Employee Mike is married to Sharon, and they have one child. The employer offers a calendar year cafeteria plan that allows employees to elect no health coverage, employee-only coverage, employee-plus-one-Dependent coverage, or family coverage. Before the plan year, Mike elects family coverage for himself, his wife Sharon, and their child. Mike and Sharon subsequently divorce during the plan year; Sharon loses eligibility for coverage under the plan, while the child is still eligible for coverage under the plan. Mike now wishes to cancel his previous election and elect no health coverage. The divorce between

Mike and Sharon constitutes a Change in Status. An election to cancel coverage for Sharon is consistent with this Change in Status. However, an election to cancel coverage for Mike and/or the child is not consistent with this Change in Status. In contrast, an election to change to employee-plus-one-Dependent coverage would be consistent with this Change in Status. However, there are instances in which you may be able to increase your Pre-tax Contributions to pay for COBRA coverage of a Dependent child or yourself.

• Gain of Coverage Eligibility Under Another Employer's Plan. For a Change in Status in which you, your Spouse, or your Dependent gain eligibility for coverage under another employer's cafeteria plan (or Benefit Plan or Policy) as a result of a change in your marital status or a change in your, your Spouse's, or your Dependent's employment status, your election to cease or decrease coverage for that individual under the Plan would correspond with that Change in Status only if coverage for that individual becomes effective or is increased under the other employer's plan.

• Dependent Care Reimbursement Plan Benefits (if offered under the Plan. See the list of Benefit Plans or Policies offered under the Plan in the Plan Information Summary). With respect to the Dependent Care Reimbursement Plan benefit (if offered by the Plan), you may change or terminate your election only if (1) such change or termination is made on account of and corresponds with a Change in Status that affects eligibility for coverage under the Plan; or (2) your election change is on account of and corresponds with a Change in Status that affects the eligibility of Dependent care assistance expenses for the available tax exclusion. Example: Employee Mike is married to Sharon, and they have a 12 year-old daughter. The employer's plan offers a Dependent care expense reimbursement program as part of its cafeteria plan. Mike elects to reduce his salary by $2,000 during a plan year to fund Dependent care coverage for his daughter. In the middle of the plan year when the daughter turns 13 years old, however, she is no longer eligible to participate in the Dependent care program. This event constitutes a Change in Status. Mike's election to cancel coverage under the Dependent care program would be consistent with this Change in Status.

• Ability to Procure Minimum Essential Coverage. For a Change in Status in which you no longer average 30 hours or more per week each month but do not otherwise lose eligibility for group health benefits that provide minimum essential coverage, your election to revoke coverage under the Plan would correspond with that Change in Status only if you certify your intent to enroll yourself and any other dependents whose coverage is revoked in another plan that provides minimum essential coverage that is effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

• Gain of Coverage Eligibility in the Marketplace. For a Change in Status in which you gain eligibility for coverage in a Qualified Health Plan in the Marketplace’s special or annual enrollment period, your election to revoke coverage under the Plan would correspond with that Change in Status only if you certify your intent to enroll yourself and any other dependents whose coverage is revoked in new coverage under a Qualified Health Plan that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

• Group Term Life Insurance, Disability Income, or Dismemberment Benefits (if offered under the Plan. See the list of Benefit Plans or Policies offered under the Plan in the Plan Information Summary). For group term life insurance, disability income, and accidental death and dismemberment benefits, if you experience any Change in Status (as described above), you may elect either to increase or decrease coverage. Example: Employee Mike is married to Sharon, and they have one child. The employer's plan offers a cafeteria plan which funds group-term life insurance coverage (and other benefits) through salary reduction. Before the plan year Mike elects $10,000 of group-term life insurance. Mike and Sharon subsequently divorce during the plan year. The divorce constitutes a Change in Status. An election by Mike either to increase or to decrease his group-term life insurance coverage would each be consistent with this Change in Status.

2. **Special Enrollment Rights**. If you, your Spouse, and/or a Dependent are entitled to special enrollment rights under a Benefit Plan or Policy that is a group health plan, you may change your election to correspond with the special enrollment right. Thus, for example, if you declined enrollment in medical coverage for yourself or your eligible Dependents because of outside medical coverage and eligibility for such coverage is subsequently lost due to certain reasons (i.e., due to legal separation, divorce, death, termination of employment, reduction in hours, or exhaustion of COBRA period), you may be able to elect medical coverage under the Plan for yourself and your eligible Dependents who lost such coverage. Furthermore, if you have a new Dependent as a result of marriage, birth, adoption, or placement for adoption, you may also be able to enroll yourself, your Spouse, and your newly acquired Dependents, provided that you request enrollment within the Election Change Period. An election change that corresponds with a special enrollment must be prospective, unless the special enrollment is attributable to the birth, adoption, or placement for adoption of a child, which may be retroactive up to 30 days. Please refer to the group health plan description for an explanation of special enrollment rights.

3. **Certain Judgments, Decrees and Orders**. If a judgment, decree or order from a divorce, separation, annulment, or custody change requires your Dependent child (including a foster child who is your tax Dependent) to be covered under this Plan, you may change your election to provide coverage for the Dependent child identified in the order. If the order requires that another individual (such as your former Spouse) cover the Dependent child, and such coverage is actually provided, you may change your election to revoke coverage for the Dependent child.

4. **Entitlement to Medicare or Medicaid**. If you, your Spouse, or a Dependent becomes entitled to Medicare or Medicaid, you may cancel that person's accident or health coverage. Similarly, if you, your Spouse, or a Dependent who has been entitled to Medicare or Medicaid loses eligibility for such, you may, subject to the terms of the underlying plan, elect to begin or increase that person's accident or health coverage.

5. **Change in Cost**. If you are notified that the cost of your Benefit Plan or Policy coverage under the Plan significantly increases or decreases during the Plan Year, you may make certain election changes. If the cost significantly increases, you may choose either to make an increase in your contributions, revoke your election and receive coverage under another Benefit Plan or Policy that provides similar coverage, or drop coverage altogether if no similar coverage exists. If the cost significantly decreases, you may revoke your election and elect to receive coverage provided under the option that decreased in cost. For insignificant increases or decreases in the cost of Benefit Plans or Policies, however, your Pre-tax

Contributions will automatically be adjusted to reflect the minor change in cost. The Plan Administrator will have final authority to determine whether the requirements of this section are met. Example: Employee Mike is covered under an indemnity option of his employer's accident and health insurance coverage. If the cost of this option significantly increases during a period of coverage, the Employee may make a corresponding increase in his payments or may instead revoke his election and elect coverage under an HMO option.

6. **Change in Coverage**. If you are notified that your Benefit Plan or Policy coverage under the Plan is significantly curtailed, you may revoke your election and elect coverage under another Benefit Plan or Policy that provides similar coverage. If the significant curtailment amounts to a complete loss of coverage, you may also drop coverage if no other similar coverage is available. Further, if the Plan adds or significantly improves a benefit option during the Plan Year, you may revoke your election and elect to receive on a prospective basis coverage provided by the newly added or significantly improved option, so long as the newly added or significantly improved option provides similar coverage. Also, you may make an election change that is on account of and corresponds with a change made under another employer plan (including a plan of the Employer or another employer), so long as: (a) the other employer plan permits its participants to make an election change permitted under the IRS regulations; or (b) the Plan Year for this Plan is different from the Plan Year of the other employer plan. Finally, you may change your election to add coverage under this Plan for yourself, your Spouse, or your Dependent if such individual(s) loses coverage under any group health coverage sponsored by a governmental or educational institution. The Plan Administrator will have final discretion to determine whether the requirements of this section are met.

Additionally, your election(s), may be modified downward during the Plan Year if you are a Key Employee or Highly Compensated Individual (as defined by the Internal Revenue Code), if necessary to prevent the Plan from becoming discriminatory within the meaning of the federal income tax law.

Q-10. How long will the Plan remain in effect?

Although the Employer expects to maintain the Plan indefinitely, it has the right to modify or terminate the program at any time for any reason. It is also possible that future changes in state or federal tax laws may require that the Plan be amended accordingly.

Q-11. What happens if my claim for benefits under this Plan is denied?

This SPD describes the basic features of the Plan. If your claim is for a benefit under one of the component Benefit Plans or Policies, you will generally proceed under the claims procedures applicable under the component Benefit Plan or Policy (see the plan summary for each of the Benefit Plans or Policies that you elect). However, if you are denied a benefit under this Plan, the claims procedure under this Plan will apply. You will be notified if your claim under the Plan is denied. The notice of denial will be furnished to you within 30 days after receiving your claim. However, if additional time is needed to process your claim you will be notified before the initial 30-day period has expired. The notice will explain why an extension is necessary and the date a decision is expected to be rendered. In no event will an extension go beyond 15 days after the end of the initial 30-day period. The notice of the denial will include the specific reasons for the denial and the relevant plan provisions on which the denial was based. If your claim is denied in whole or in part, you may appeal by requesting a review of the denied claim, as set forth in the notice of denial, within 180 days after you receive notice of the denial. If there

are two levels of appeal (as indicated in the notice of denial), you will have a reasonable amount of time in which to request a second review and such time period will be identified in the notice of denial. As part of the appeal process (whether there is one or two appeals), you or your authorized representative may examine documents, records, and other information relevant to your claim and submit issues, documents and comments in writing. Within 60 days after the request for review is received, you will be notified in writing of the decision on review. The notice of denial will indicate whether there are one or two levels of appeals and will contain the same type of information provided to you in the first notice of denial. If there are two levels of Plan appeals, the decisions on appeal will be made within 30 days after the request for each review is received. The Plan Administrator is the claims fiduciary for making the final decision under the plan. In the event of your death, your beneficiary has the same rights and is subject to the same time limits and other restrictions that would otherwise apply to you under the claims procedures explained above.

Q-12. What effect will Plan participation have on Social Security and other benefits?

Brazoria County employees do not pay into Social Security, but do pay other federal taxes. Plan participation will reduce the amount of your taxable compensation. Accordingly, there could be a decrease in your other benefits (e.g., pension, disability and life insurance) that are based on taxable compensation.

Q-13. What happens if I take a leave of absence?

(a) If you go on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain your Benefit Plans or Policies providing health coverage on the same terms and conditions as though you were still active (e.g., the Employer will continue to pay its share of the contribution to the extent you opt to continue coverage).

(b) Your Employer may elect to continue all coverage for Participants while they are on paid leave (provided Participants on non-FMLA paid leave are required to continue coverage). If so, you will pay your share of the contributions by the method normally used during any paid leave (for example, with Pre-tax Contributions if that is what was used before the FMLA leave began).

(c) In the event of unpaid FMLA leave (or paid leave where coverage is not required to be continued), if you opt to continue your group health coverage, you may pay your share of the contribution with after-tax dollars while on leave, or you may be given the option to pre-pay all or a portion of your share of the contribution for the expected duration of the leave with Pre-tax Contributions from your pre-leave compensation by making a special election to that effect before the date such compensation would normally be made available to you provided, however, that pre-payments of Pre-tax Contributions may not be utilized to fund coverage during the next Plan Year, or by other arrangements agreed upon between you and the Plan Administrator (for example, the Plan Administrator may fund coverage during the leave and withhold amounts from your compensation upon your return from leave). The payment options provided by the Employer will be established in accordance with Code Section 125, FMLA and the Employer's internal policies and procedures regarding leaves of absence. Alternatively, the Employer may require all Participants to continue coverage during the leave. If so, you may elect to discontinue your share of the required contributions until you return from leave. Upon return

from leave, you will be required to repay the contribution not paid during the leave in a manner agreed upon with the Administrator.

(d) If your coverage ceases while on FMLA leave (e.g., for non-payment of required contributions), you will be permitted to re-enter the Plan upon return from such leave on the same basis as you were participating in the Plan prior to the leave, or as otherwise required by the FMLA. Your coverage under the Benefit Plans or Policies providing health coverage may be automatically reinstated provided that coverage for Employees on non-FMLA leave is automatically reinstated upon return from leave.

(e) The Employer may, on a uniform and consistent basis, continue your group health coverage for the duration of the leave following your failure to pay the required contribution. Upon return from leave, you will be required to repay the contribution in a manner agreed upon by you and Employer.

(f) If you are commencing or returning from unpaid FMLA leave, your election under this Plan for Benefit Plans or Policies providing non-health benefits shall be treated in the same manner that elections for non-health Benefit Plans or Policies are treated with respect to Participants commencing and returning from unpaid non-FMLA leave.

(g) If you go on an unpaid non-FMLA leave of absence (e.g., personal leave, sick leave, etc.) that does not affect eligibility in this Plan or a Benefit Plan or Policy offered under this plan, then you will continue to participate and the contribution due will be paid by pre-payment before going on leave, by after-tax contributions while on leave, or with catch-up contributions after the leave ends, as may be determined by the Administrator. If you go on an unpaid leave that affects eligibility under this Plan or a Benefit Plan or Policy, the election change rules in Q-9 of this SPD will apply. The Plan Administrator will have discretion to determine whether taking an unpaid non-FMLA leave of absence affects eligibility.

Q-14. Is there any other information that I should know about the Plan?

Participation in the Plan does not give any Participant the right to be retained in the employ of his or her Employer or any other right not specified in the Plan. The Plan Administrator's name, address and telephone number appear in the Plan Information Summary attached to the front of this SPD. The Plan Administrator has the exclusive right to interpret the Plan and to decide all matters arising under the Plan, including the right to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and this SPD. Other important information such as the Plan Number and Plan Sponsor's name and address has also been provided in the Plan Information Summary.

PREAMBLE

Brazoria County "Employer" hereby amends the Flexible Benefits Plan ("Plan") for purposes of providing eligible Employees with the opportunity to choose from among the fringe benefits available under the Plan. The Plan is intended to qualify as a cafeteria plan under the provisions of Code Section 125. The Dependent Care Expense Reimbursement Plan ("DDC") is intended to qualify as a Code Section 129 dependent care assistance plan, and the Medical Care Expense Reimbursement Plan ("URM"), also known as Flexible Spending Account, is intended to qualify as a Code Section 105 medical expense reimbursement plan. Although printed within this document, the DDC and URM Plans are separate written plans for purposes of administration and all reporting and nondiscrimination requirements imposed by Sections 105 and 129 of the Code and all applicable provisions of ERISA. The DDC and the URM are available only if designated as a Benefit Plan or Policy in the Summary Plan Description (SPD).

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ATTACHMENT I - SUMMARY PLAN DESCRIPTION (SPD)

1.13 "**Eligible Employment-Related Expenses**" means those Qualifying Employment-Related Expenses (as defined below) paid or incurred incident to maintaining employment after the date of the Employee's participation in the DDC and during the Plan Year (plus any applicable grace period extension as described in the SPD), other than amounts paid to:

(a) an individual with respect to whom a Dependent deduction is allowable under Code Sec. 151(c) to the Participant or his Spouse;

(b) the Participant's Spouse; or

(c) a child of the Participant who is under 19 years of age at the end of the taxable year in which the expenses were incurred.

1.14 "**Eligible Medical Expenses**" means those expenses incurred by the Employee, or the Employee's Spouse or Dependents, after the date of the Employee's participation in the URM and during the Plan Year (plus any applicable grace period extension or carryover option as described in the SPD) to the extent that the expense satisfies the conditions set forth in the Summary Plan Description and are for "medical care" as defined by Code Section 213(d). For purposes of this Plan, the following expenses are not considered "Eligible Medical Expenses" even if they otherwise constitute "medical care" under Code Section 213(d): i) expenses for qualified long term care services (as defined in Code § 7702B(c)); and ii) expenses incurred for health insurance premiums; and iii) over-the-counter drugs and medicines that are not prescribed by a physician. For purposes of this Plan, an expense is "incurred" when the Participant or beneficiary is furnished the medical care or services giving rise to the claimed expense, regardless of when the expense is paid.

1.15 "**Employee**" means any individual who is considered to be in a legal employer-employee relationship with the Employer for federal tax-withholding purposes. Such term includes "former employees" for the limited purpose of allowing continued eligibility for benefits hereunder for the remainder of the Plan Year in which an employee ceases to be employed by the Employer. The term "Employee" shall not include any leased employee (as that term is defined in Code Section 414(n)) or any self- employed individual who receives from the Employer "net earnings from self- employment" within the meaning of Code Section 401(c)(2) unless such individual is also an Employee.

1.16 "**Employer**" means the Employer and the Affiliated Employers named in the SPD provided, however, that when the Plan provides that the Employer has a certain power (e.g., the appointment of a Plan Administrator, entering into a contract with a third party insurer, or amendment or termination of the plan) the term "Employer" shall mean only that entity named on the first line of the Plan Information Summary of the SPD, and not any Affiliated Employer. Affiliated Employers who sign the Plan Information Summary and/or otherwise adopt the Plan shall be bound by the Plan as adopted and subsequently amended unless they clearly withdraw from participation herein.

1.17 "**ERISA**" shall mean the Employee Retirement Income Security Act of 1974, as amended.

1.18 "**Health Care Reimbursement**" shall have the meaning assigned to it by Section 5.01 of the Plan.

1.19 "**Highly Compensated Individual**" means an individual defined under Code Section 125(e) or 414(q), as amended, as a "highly compensated individual" or a "highly compensated employee."

virtue of exceeding the dollar limitation on nontaxable coverage under Code Sec. 79). Notwithstanding the previous sentence, benefits prohibited under Section 125(f) (e.g. qualified health plans (as defined in Section 1301 of the Affordable Care Act) that are purchased in the individual market through a public Exchange and long-term care insurance) are not "Qualified Benefits".

1.29 "**Qualifying Employment-Related Expenses**" means those expenses that would be considered to be employment-related expenses under Section 21(b)(2) of the Code (relating to expenses for household and dependent care services necessary for gainful employment) if paid for by the Employee to provide Qualifying Services.

1.30 "**Qualifying Individual**" means an individual defined as a "Qualifying Individual" in the Summary Plan Description.

1.31 "**Qualifying Services**" means services relating to the care of a Qualifying Individual that enable the Participant or his Spouse to remain gainfully employed which are performed:

(a) in the Participant's home; or

(b) outside the Participant's home for (1) the care of a Dependent of the Participant who is under age 13, or (2) the care of any other Qualifying Individual who resides at least eight (8) hours per day in the Participant's household. If the expenses are incurred for services provided by a dependent care center (i.e., a facility that provides care for more than six (6) individuals not residing at the facility), the center must comply with all applicable state and local laws and regulations.

1.32 "**Reimbursement Account(s)" or "Account(s)**" shall be the funding mechanism by which amounts are withheld from an Employee's Compensation and retained for future Health Care Reimbursement (as defined in Section 1.18 herein) and Dependent Care Reimbursement (as defined in Section 1.10 herein) to the extent adopted by the Employer as set forth in the SPD. No money shall actually be allocated to any individual Participant Account(s); any such Account(s) shall be of a memorandum nature, maintained by the Administrator for accounting purposes, and shall not be representative of any identifiable trust assets. No interest will be credited to or paid on amounts credited to the Participant Account(s).

1.33 "**Spouse**" means an individual who is legally married to a Participant (and who is treated as a spouse under the Code), but for purposes of the Dependent Care Reimbursement Plan provisions, shall not include an individual who, although married to the Participant, files a separate federal income tax return, maintains a separate, principal residence from the Participant during the last six months of the taxable year, and does not furnish more than one-half of the cost of maintaining the principal place of abode of the Qualifying Individual.

1.34 "**Student**" means an individual who, during each of five (5) or more calendar months during the Plan Year, is a full time student at any college or university, the primary function of which is the conduct of formal instruction, and which routinely maintains a regular faculty and curriculum and normally has an enrolled student body in attendance at the location where its educational activities are regularly presented.

may, but is not required, to allocate Non-elective Contributions to one or more Benefit Plans or Policies offered under the Plan and to the extent set forth in the SPD or enrollment material, may allow the Participants to allocate his allotted share of Nonelective Contributions among the various Benefit Plans or Policies in a manner set forth in the SPD or enrollment material.

3.02 **Initial Election Period.**

(a) **Currently Eligible Employees.** An Employee who is eligible to become a Participant in this Plan as of the Effective Date should complete, sign and file a PDA with the Plan Administrator during the election period (as specified by the Plan Administrator) immediately preceding the Effective Date of the Plan in order to become a Participant on the Effective Date. The elections made by the Participant on this initial PDA shall be effective, subject to Section 3.04, for the Plan Year beginning on the Effective Date.

(b) **New Employees and Employees Who Have Not Yet Satisfied The Plan's Waiting Period.** An Employee who becomes eligible to become a Participant in this Plan after the Effective Date should complete, sign and file a PDA with the Plan Administrator (or its designated third party administrator as set forth on the PDA) during the Initial Election Period set forth in the SPD or the enrollment material. Participation will commence under this Plan as set forth in the SPD. Coverage under the component Benefit Plans or Policies will be effective in accordance with the governing provisions of such Benefit Plans or Policies.

(c) **Failure to Elect.** An eligible Employee who fails to complete, sign and file a PDA in accordance with paragraph (a) or (b) above during an initial election period may become a Participant on a later date in accordance with Section 3.03 or 3.04.

3.03 **Annual Election Period.** Each Employee who is a Participant in this Plan or who is eligible to become a Participant in this Plan shall be notified, prior to each Anniversary Date of this Plan, of his right to become a Participant in this Plan, to continue participation in this Plan, or to modify or to cease participation in this Plan, and shall be given a reasonable period of time in which to exercise such right: such period of time shall be known as the Annual Election Period (Open Enrollment). The date that the Annual Election Period commences and ends will be set forth in the SPD or the enrollment material. An election is made during the Annual Election Period in the manner set forth in the SPD. The consequences of failing to make an election during the Annual Election Period will be set forth in the SPD.

3.04 **Change of Elections.** A Participant shall not make any changes to the Pre-tax Contribution amount or, where applicable, to the Participant's elected allocation of Nonelective Contributions except for election changes permitted under this Section 3.04, and for changes made during the Annual Election Period (Section 3.03), changes caused by termination of employment (Section 3.05) and changes pursuant to the Family and Medical Leave Act (Section 2.04). Except as provided in the SPD for HIPAA special enrollment rights arising from the birth, adoption, or placement for adoption of a child, all election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first day of the first pay period coinciding with or immediately following the date that the election change was filed) but, as determined by the Plan Administrator, election changes may become effective later to the extent the coverage in the applicable component plan commences later. The circumstances under which a Participant may change his election under this Plan are set forth in the SPD.

applied to provide Health Care Reimbursement within the grace period (if applicable) and Run-Off period set forth in the SPD. The Plan cannot simultaneously provide for both the grace period option and the carryover option. Amounts so forfeited shall be used in a manner that is permitted within the applicable Department of Labor ("DOL") or Internal Revenue Service ("IRS") regulations. The maximum annual reimbursement under the URM shall be set forth in the SPD. The Employer may establish a minimum annual reimbursement amount as set forth in the SPD. In no event will Participants' PDAs include contributions that exceed the dollar limitations set forth by the IRS.

4.04 **Dependent Care Reimbursement.** To the extent offered under the Plan, each Participant's DDC will be credited for Dependent Care Reimbursement with amounts withheld from the Participant's Compensation, and any Nonelective Contributions allocated thereto by the Employer or where applicable, the Participant. The Dependent Care Account will be debited for Dependent Care Reimbursements disbursed to the Participant in accordance with Article V of this document. In the event that the amount in the Account is less than the amount of reimbursable claims at any time during the Plan Year, the excess part of the claim will be carried over into following months within the same Plan Year, to be paid out as the Dependent Care Account balance becomes adequate. In no event will the amount of Dependent Care Reimbursements exceed the amount credited to the Dependent Care Account for any Plan Year. Any amount allocated to the Dependent Care Account shall be forfeited by the Participant and restored to the Employer if it has not been applied to provide Dependent Care Reimbursement for the Plan Year within the Run-Off period set forth in the SPD. Amounts so forfeited shall be used in a manner that is not prohibited by applicable federal or state law. The maximum annual reimbursement amount shall not exceed the dollar limitations set forth by the IRS.

ARTICLE V - BENEFITS

5.01 **Qualified Benefits.** The maximum benefit a participant may elect under this Plan shall not exceed the sum of i) the aggregate premium for all Benefit Plan(s) or Policy(ies) set forth in the SPD (other than Health and DDC); ii) any pre-tax HSA contributions (if allowed under the Plan); and iii) the maximum annual Health Care Reimbursement under the URM as set forth in the SPD (if offered under the Plan); and iv) the maximum annual Dependent Care Reimbursement under the DDC as set forth in the SPD (if offered under the Plan.)

(a) **Special Rules for Health Care Reimbursement.** To the extent offered under the Plan, payment shall be made to the Participant in cash as reimbursement for Eligible Medical Expenses incurred by the Participant or his Spouse or Dependents while he is a Participant during the Plan Year (plus any grace period extension as specified in the SPD) for which the Participant's election is effective provided that the substantiation requirements of Section 6.05 herein are satisfied.

(b) **Special Rules for Dependent Care Reimbursement.** To the extent offered under the Plan, payment shall be made to the Participant in cash as reimbursement for Eligible Employment Related Expenses incurred by him while a Participant, during the Plan Year (plus any applicable grace period extension as described in the SPD) for which the Participant's election is effective, provided that the substantiation requirements of Section 6.05 have been satisfied.

5.02 **Cash Benefit.** To the extent that a Participant does not elect to have the maximum amount of his Compensation contributed as a Pre-tax Contribution or After-tax Contribution hereunder, such amount

(b) To make and enforce such rules and regulations and prescribe the use of such forms as he shall deem necessary for the efficient administration of the Plan;

(c) To decide on questions concerning the Plan and the eligibility of any Employee to participate in the Plan and to make or revoke elections under the Plan, in accordance with the provisions of the Plan;

(d) To determine the amount of benefits which shall be payable to any person in accordance with the provisions of the Plan; to inform the Employer or insurer as appropriate, of the amount of such benefits; and to provide a full and fair review to any Participant whose claim for benefits has been denied in whole or in part;

(e) To designate other persons to carry out any duty or power which may or may not otherwise be a fiduciary responsibility of the Plan Administrator, under the terms of the Plan. Such entity will be referred to as a third party administrator and shall be identified in the SPD;

(f) To keep records of all acts and determinations, and to keep all such records, books of account, and data and other documents as may be necessary for the proper administration of the Plan; and

(g) To do all things necessary to operate and administer the Plan in accordance with its provisions.

6.02 **Payment of Administrative Expenses**. Except as otherwise provided in the SPD, the Employer currently pays all reasonable expenses incurred in administering the Plan.

6.03 **Reporting and Disclosure Obligations**. Unless specified otherwise, it shall be the Employer and Plan Administrator's sole responsibility to comply with all filing, reporting, and disclosure requirements, imposed by the DOL and/or IRS, specifically including, but not limited to creating, filing and distributing Summary Annual Reports, Form 5500s, and SPDs. Furthermore, the Employer and Plan Administrator shall be required to amend the Plan as is necessary to ensure compliance with applicable tax and other laws and regulations.

6.04 **Liability of Plan Administrator**. Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or deprecation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct.

6.05 **Substantiation of Expenses**. Each Participant must submit a written Claim Form to the Plan Administrator identified in the SPD or its designated plan service provider to receive reimbursements from the URM and/or DDC, on a form provided by the Plan Administrator accompanied by a written statement/bill from an independent third party stating that the expense has been incurred, and the amount thereof. The forms shall contain such evidence, as the Plan Administrator shall deem necessary as to substantiate the nature, the amount, and timeliness of any expenses that may be reimbursed.

6.06 **Reimbursement**. Reimbursements shall be made as soon as administratively feasible after the required forms have been received by the Plan Administrator identified in the SPD or its designated plan service provider. Reimbursements of less than $15 may be carried forward and aggregated with future reimbursements until the reimbursable amount is greater than $15. However, claims for

the Plan shall be made in writing and shall be approved by the Employer in accordance with its normal procedures for transacting business. Affiliated Employers may withdraw from participation in the Plan, but may not terminate the Plan.

9.04 **Determination of Effective Date of Amendment or Termination.** Any such amendment, discontinuance, or termination shall be effective as of such date as the Employer shall determine. No amendment, discontinuance or termination shall allow the return to any Employer of any Reimbursement Account balance for its use for any purpose other than for the exclusive benefit of the Participants and their beneficiaries except as provided in Section 4.03 and 4.04 herein.

ARTICLE X - GENERAL PROVISIONS

10.01 **Not an Employment Contract.** Neither this Plan nor any action taken with respect to it shall confer upon any person the right to continue employment with any Employer.

10.02 **Applicable Laws.** The provisions of the Plan shall be construed, administered and enforced according to applicable federal law and the laws of the state of the principal place of business of the Employer to the extent not preempted.

10.03 **Post-Mortem Payments.** Any benefit payable under the Plan after the death of a Participant shall be paid to his surviving spouse (if any), otherwise, to his estate. If there is doubt as to the right of any beneficiary to receive any amount, the Plan Administrator may retain such amount until the rights thereto are determined, without liability for any interest thereon.

10.04 **Nonalienation of Benefits.** Except as expressly provided by the Plan Administrator, no benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to do so shall be void. No benefit under the Plan shall in any manner be liable for or subject to the debts, contracts, liabilities, engagements, or torts of any person.

10.05 **Mental or Physical Incompetency.** Every person receiving or claiming benefits under the Plan shall be presumed to be mentally and physically competent and of age until the Plan Administrator receives a written notice, in a form and manner acceptable to it, that such person is mentally or physically incompetent or a minor, and that a guardian, conservator or other person legally vested with the care of his estate has been appointed.

10.06 **Inability to Locate Payee.** If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participants or other person after reasonable efforts have been made to identify or locate such person, such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited one year after the date any such payment first became due.

10.07 **Requirement for Proper Forms.** All communications in connection with the Plan made by a Participant shall become effective only when duly executed on any forms as may be required and furnished by, and filed with, the Plan Administrator.

10.08 **Source of Payments.** The Employer, the Trust fund (if selected as Funding Agent), and any insurance company contracts purchased or held by the Employer or funded pursuant to this Plan shall be the sole sources of benefits under the Plan. No Employee or beneficiary shall have any right to, or

insurer shall be protected from its good faith reliance on the written representations and instructions of the Trustee and the Plan Administrator, and shall not be responsible for the initial or continued qualified status of the Plan.

10.17 **Forfeiture of Unclaimed Reimbursement Account Benefits**. Unless the Employer has implemented a $500 carryover with respect to the URM, any Reimbursement Account benefit payments that are unclaimed (e.g., uncashed benefit checks) by the close of the Plan Year following the Plan Year in which the Health or Dependent Care Expense was incurred shall be forfeited.

10.18 **HIPAA Privacy**. To the extent a URM is offered under the Plan, the rights and obligations of an individual covered under the URM, the Employer and Plan, with respect to permitted uses and disclosures of a covered individual's protected health information, set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) will be summarized in the SPD.

ARTICLE XI - CONTINUATION COVERAGE UNDER COBRA

The SPD includes provisions that shall be applicable to the URM to the extent the URM is a "group health plan" as defined by Code §§ 4980B and 5000(b)(1) and the regulations promulgated thereunder and to the extent it is offered under the Plan. The intent of those provisions (as incorporated in this Article) is to extend continuation rights required by COBRA.

IN WITNESS WHEREOF, the Employer has executed this Plan as of the date set forth below.

EMPLOYER'S ACKNOWLEDGMENT

As evidenced by the formal execution of this document, the undersigned Employer adopted this amended Plan, with an original established date of February 1, 1987, on the Effective Date as the Flexible Benefits Plan of the undersigned Employer. In doing so, the undersigned Employer acknowledges that the Summary Plan Description ("SPD") and this Plan document are important legal instruments with significant legal and tax implications.

This Section 125 Flexible Benefits Plan Document supersedes all prior versions of the plan, including those previously adopted or amended by the court, and shall govern henceforth unless otherwise modified by subsequent court order.

The Employer also acknowledges that it has read this SPD and the Plan document in their entirety, and accepts full responsibility for participation of Employees hereunder and the operation of the Plan. The Employer acknowledges that, as sponsor and Plan Administrator, it shall have sole responsibility to comply with all filing, reporting, and disclosure requirements imposed by the DOL, IRS, or any other government agency, specifically including, but not limited to, creating and filing Form 5500s and preparing and distributing SPDs and performing required nondiscrimination testing.

Furthermore, the Employer further acknowledges that it shall bear sole responsibility for amending the Plan as necessary to ensure compliance with applicable tax, labor, and other laws and regulations.

This Plan shall be construed and enforced according to the Internal Revenue Code of 1986, as amended from time to time, the applicable regulations thereto, and the laws of the state of the principal place of business of the Employer.

IN WITNESS WHEREOF, the Employer has caused this Plan and Summary Plan Description to be executed on the day of _____,_____ to ratify the adoption of the Plan adopted and effective as of the Effective Date.

WITNESS:

Employer: BRAZORIA COUNTY

By:_____

L. Matt Sebesta

Title: County Judge

Date: 07-22-2025

ATTACHMENT I - SUMMARY PLAN DESCRIPTION

ATTACHMENT 2 – SECTION 125 FLEXIBLE BENEFIT PLAN ADOPTION AGREEMENT (APRIL, 2006)

An eligible Employee may become a Participant in the Plan on the first day of the month following 61 days of employment provided the Employee completes a Premium Deduction Authorization ("PDA"). However, eligibility for coverage under any given Benefit Plan or Policy shall be determined by the terms of that Benefit Plan of Policy, and reductions of the Employee's Compensation to pay Pre-tax or After-tax Contributions shall commence when the Employee becomes covered under the applicable Benefit Plan or Policy.

An eligible Employee may become a Participant in the Dependent Care and/or Medical Expense Reimbursement Plan(s) on the same day such Employee is eligible for the Pre-Tax Contribution benefits under the Plan.

BENEFITS PROVIDED UNDER THE PLAN

The following Benefit Plans and Policies subject to the terms and conditions of the Plan are available for election by eligible Employees. The maximum a Participant can contribute via the PDA is the maximum aggregate cost of the Benefit Plans or Policies elected minus any Nonelective Contribution made by the Employer. It is intended that such Pre-tax Contribution amounts shall, for tax purposes, constitute an Employer contribution, but may constitute Employee contributions for state insurance law purposes. Copies of the Benefit Plans or Policies (or a list of eligible Policy numbers) shall be attached as an appendix to this Plan.

Group Major Medical Coverage

Vision Care Coverage

Disability Income - Short Term (A&S)

Cancer Insurance

Dental Coverage

Group Term Life Insurance

Disability Income - Long Term (LTD)

Intensive Care Insurance

Accident Insurance

Hospital Indemnity Insurance (HIP)

Specified Health Event

Medical Care Expense Reimbursement described in Appendix I to this SPD, not to exceed limits set by IRS regulations per Plan Year.

Dependent Care Expense Reimbursement described in Appendix I to this SPD, not to exceed limits set by IRS regulations per Plan Year.

Opt-out Option: See Employer enrollment material.

FLEXIBLE BENEFITS PLAN SUMMARY PLAN DESCRIPTION

Introduction

Brazoria County (the "Employer") is pleased to sponsor an employee benefit program known as a "Flexible Benefits Plan" (the "Plan") for you and your fellow employees. Under federal tax laws, it is also known as a "cafeteria plan". It is so called because it lets you choose from several different insurance and fringe benefit programs according to your individual needs. The Employer provides you with the opportunity to use pre-tax dollars to pay for them by entering into a salary redirection arrangement instead of receiving a corresponding amount of your regular pay. This arrangement helps you because the benefits you elect are nontaxable; you save income taxes on the amount of your salary redirection. Alternatively, your Employer may allow you to pay for any of the available benefits with after-tax contributions on a salary deduction basis.

This Summary Plan Description ("SPD") describes the basic features of the Plan, how it operates, and how you can get the maximum advantage from it. Information relating to the Plan that is specific to your Employer is described in the Plan Information Summary attached to the front of this SPD. You will be referred to the Plan Information Summary throughout the SPD. The Plan is also established pursuant to a plan document into which this SPD has been incorporated. If there is a conflict between the official plan document and the SPD, the plan document will govern.

In some cases, the Employer may adopt a Medical Care and/or Dependent Care Reimbursement Plan. If so, they will be listed in the Plan Information Summary as "Benefits Provided under the Plan," and the SPD for each Reimbursement Plan adopted by the Employer will be set forth in Appendix I to this SPD. To the extent that the Employer adopts a Medical Care Reimbursement Plan as indicated in the Plan Information Summary, a summary of your rights and obligations under HIPAA's privacy rules will be set forth and attached to this SPD as Appendix II.

Q-1. What is the purpose of the Plan?

The purpose of the Plan is to allow eligible employees to pay for certain benefits offered under the Plan (called "Benefit Plans or Policies") with pre-tax dollars called "Pre-tax Contributions". Pre-tax Contributions are described in more detail in Q-8 of this SPD.

Q-2. What benefits can I purchase on a pre-tax basis through the Plan?

You will be able to choose to participate in the Plan's various pre-tax options by filling out any required enrollment form(s) for the component Benefit Plans or Policies offered under the Plan. The complete list of Benefit Plans or Policies offered under the Plan is located in the Plan Information Summary under "Benefits Offered Under the Plan." NOTE: You may only contribute with Pre-tax Contributions towards the cost of Benefit Plans or Policies that cover you, your legal Spouse, and/or your tax Dependents defined under Internal Revenue Code Section 152. Each Benefit Plan or Policy may define eligible Dependents more narrowly for purposes of coverage under the particular Benefit Plan or Policy.

Q-3. Who can participate in the Plan?

Each employee of the Employer (or an Affiliated Employer identified in the Plan Information Summary) who satisfies the eligibility requirements described in the Plan Information Summary and who is eligible to participate in any of the Benefit Plans or Policies offered under the Plan will be eligible to participate

the terms of each Benefit Plan or Policy, as set forth in the governing documents for each Benefit Plan or Policy. The election that you make during the Initial Enrollment Period is effective for the remainder of the Plan Year and generally cannot be revoked during the Plan Year unless you have a Change in Status event as described in Q-9 below. If you do not make an election during the Initial Enrollment Period, you will be deemed to have elected not to participate in this Plan for the remainder of the Plan Year. You may, however, be covered by certain Benefit Plans or Policies automatically (and be required to contribute with pre-tax dollars) even if you fail to make an election. These automatic Benefit Plans or Policies are called "Default Benefits" and will be identified in the enrollment material that you receive. The election that you make during the Annual Enrollment Period is effective the first day of the next Plan Year and is irrevocable for the entire Plan Year unless you have a Change in Status event described in Q-9 below. A Participant who fails to complete, sign, and file a PDA during the Annual Enrollment Period as required shall be deemed to have elected to continue participation in the Plan with the same benefit elections as during the prior Plan Year (adjusted to reflect any increase/decrease in applicable premiums), and except for a Change in Status, will not be permitted to modify his election until the next Annual Enrollment Period. Notwithstanding the foregoing, annual elections for participation in the Medical Care and Dependent Care Expense Reimbursement Plans, if offered under the Plan, must be made by submitting a PDA prior to the beginning of each Plan Year -- no deemed elections shall occur with respect to such benefits. The Plan Year is generally a 12-month period (except during the initial or last Plan Year of the Plan). The beginning and ending dates of the Plan Year are described in the Plan Information Summary.

Q-7. What tax advantages are available through the Plan?

Suppose your monthly gross pay is $2,500 per month and your cost for coverage is $140 per month. Also, suppose your total withholdings (income tax and Social Security) are 22.65%. After paying for coverage from your after-tax pay, your take home pay is $1,794. However, under the pre-tax premium plan, you will be considered to have received $2,360 gross pay rather than $2,500 for tax purposes with $140 contributed for medical coverage. This means your take home pay will be $1,825 with the pre-tax premium plan rather than $1,794 without it. Thus, you save $31 per month ($372 per year) by participating in the pre-tax premium plan. The Table below illustrates this savings.

	With Cafeteria Plan	Without Cafeteria Plan
Gross Monthly Pay	$2,500	$2,500
Pre-Tax Coverage Under Plan	140	--
Taxable Income	2,360	2,500
Estimated Federal Tax (15%)	354	375
Medicare Tax (1.45%)	34	36
After-tax Coverage	--	140
Take Home Pay	1,972	1,949

Potential Monthly Savings: $23.00

return from an unpaid leave of absence, a change in worksite, switching from salaried to hourly-paid, union to non-union, or part-time to full-time; incurring a reduction or increase in hours of employment; or any other similar change which makes the individual become (or cease to be) eligible for a particular employee benefit (NOTE: The specific rules governing election changes when you take a leave of absence are described in Q-13 of this SPD);

• an event that causes your Dependent to satisfy or cease to satisfy an eligibility requirement for a particular benefit (such as attaining a specified age, getting married, or ceasing to be a student);

• a change in your, your Spouse's or your Dependent's place of residence.

• a change in your employment status such that you are no longer to average 30 hours or more per week each month but does not otherwise cause you to lose eligibility for group health benefits that provide minimum essential coverage; or

• you are eligible to enroll in a Qualified Health Plan offered in the Marketplace during the Marketplace's special or annual enrollment period.

If a Change in Status occurs and you want to make a corresponding election change, you must inform the Plan Administrator and complete a new election within 30 days from the date of the event. The election change must be on account of and correspond with the Change in Status event as determined by the Plan Administrator with the exception of special enrollment resulting from birth, placement for adoption or adoption, all election changes are prospective.

As a general rule, a desired election change will be found to be consistent with a Change in Status event if the event affects eligibility for coverage. A Change in Status affects eligibility for coverage if it results in an increase or decrease in the number of Dependents who may benefit under the plan. In addition, you must also satisfy the following specific requirements in order to alter your election based on that Change in Status:

• Loss of Dependent Eligibility. For accident and health benefits (e.g., health, dental and vision coverage, and Medical Care Reimbursement Plan), a special rule governs which types of election changes are consistent with the Change in Status. For a Change in Status involving your divorce, annulment or legal separation from your Spouse, the death of your Spouse or your Dependent, or your Dependent ceasing to satisfy the eligibility requirements for coverage, your election to cancel accident or health benefits for any individual other than your Spouse involved in the divorce, annulment, or legal separation, your deceased Spouse or Dependent, or your Dependent that ceased to satisfy the eligibility requirements, would fail to correspond with that Change in Status. Hence, you may only cancel accident or health coverage for the affected Spouse or Dependent. Example: Employee Mike is married to Sharon, and they have one child. The employer offers a calendar year cafeteria plan that allows employees to elect no health coverage, employee-only coverage, employee-plus-one-Dependent coverage, or family coverage. Before the plan year, Mike elects family coverage for himself, his wife Sharon, and their child. Mike and Sharon subsequently divorce during the plan year; Sharon loses eligibility for coverage under the plan, while the child is still eligible for coverage under the plan. Mike now wishes to cancel his previous election and elect no health coverage. The divorce between

• Group Term Life Insurance, Disability Income, or Dismemberment Benefits (if offered under the Plan. See the list of Benefit Plans or Policies offered under the Plan in the Plan Information Summary). For group term life insurance, disability income, and accidental death and dismemberment benefits, if you experience any Change in Status (as described above), you may elect either to increase or decrease coverage. Example: Employee Mike is married to Sharon, and they have one child. The employer's plan offers a cafeteria plan which funds group-term life insurance coverage (and other benefits) through salary reduction. Before the plan year Mike elects $10,000 of group-term life insurance. Mike and Sharon subsequently divorce during the plan year. The divorce constitutes a Change in Status. An election by Mike either to increase or to decrease his group-term life insurance coverage would each be consistent with this Change in Status.

2. **Special Enrollment Rights**. If you, your Spouse, and/or a Dependent are entitled to special enrollment rights under a Benefit Plan or Policy that is a group health plan, you may change your election to correspond with the special enrollment right. Thus, for example, if you declined enrollment in medical coverage for yourself or your eligible Dependents because of outside medical coverage and eligibility for such coverage is subsequently lost due to certain reasons (i.e., due to legal separation, divorce, death, termination of employment, reduction in hours, or exhaustion of COBRA period), you may be able to elect medical coverage under the Plan for yourself and your eligible Dependents who lost such coverage. Furthermore, if you have a new Dependent as a result of marriage, birth, adoption, or placement for adoption, you may also be able to enroll yourself, your Spouse, and your newly acquired Dependents, provided that you request enrollment within the Election Change Period. An election change that corresponds with a special enrollment must be prospective, unless the special enrollment is attributable to the birth, adoption, or placement for adoption of a child, which may be retroactive up to 30 days. Please refer to the group health plan description for an explanation of special enrollment rights.

3. **Certain Judgments, Decrees and Orders**. If a judgment, decree or order from a divorce, separation, annulment, or custody change requires your Dependent child (including a foster child who is your tax Dependent) to be covered under this Plan, you may change your election to provide coverage for the Dependent child identified in the order. If the order requires that another individual (such as your former Spouse) cover the Dependent child, and such coverage is actually provided, you may change your election to revoke coverage for the Dependent child.

4. **Entitlement to Medicare or Medicaid**. If you, your Spouse, or a Dependent becomes entitled to Medicare or Medicaid, you may cancel that person's accident or health coverage. Similarly, if you, your Spouse, or a Dependent who has been entitled to Medicare or Medicaid loses eligibility for such, you may, subject to the terms of the underlying plan, elect to begin or increase that person's accident or health coverage.

5. **Change in Cost**. If you are notified that the cost of your Benefit Plan or Policy coverage under the Plan significantly increases or decreases during the Plan Year, you may make certain election changes. If the cost significantly increases, you may choose either to make an increase in your contributions, revoke your election and receive coverage under another Benefit Plan or Policy that provides similar coverage, or drop coverage altogether if no similar coverage exists. If the cost significantly decreases, you may revoke your election and elect to receive coverage provided under the option that decreased in cost. For insignificant increases or decreases in the cost of Benefit Plans or Policies, however, your Pre-tax

are two levels of appeal (as indicated in the notice of denial), you will have a reasonable amount of time in which to request a second review and such time period will be identified in the notice of denial. As part of the appeal process (whether there is one or two appeals), you or your authorized representative may examine documents, records, and other information relevant to your claim and submit issues, documents and comments in writing. Within 60 days after the request for review is received, you will be notified in writing of the decision on review. The notice of denial will indicate whether there are one or two levels of appeals and will contain the same type of information provided to you in the first notice of denial. If there are two levels of Plan appeals, the decisions on appeal will be made within 30 days after the request for each review is received. The Plan Administrator is the claims fiduciary for making the final decision under the plan. In the event of your death, your beneficiary has the same rights and is subject to the same time limits and other restrictions that would otherwise apply to you under the claims procedures explained above.

Q-12. What effect will Plan participation have on Social Security and other benefits?

Brazoria County employees do not pay into Social Security, but do pay other federal taxes. Plan participation will reduce the amount of your taxable compensation. Accordingly, there could be a decrease in your other benefits (e.g., pension, disability and life insurance) that are based on taxable compensation.

Q-13. What happens if I take a leave of absence?

(a) If you go on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain your Benefit Plans or Policies providing health coverage on the same terms and conditions as though you were still active (e.g., the Employer will continue to pay its share of the contribution to the extent you opt to continue coverage).

(b) Your Employer may elect to continue all coverage for Participants while they are on paid leave (provided Participants on non-FMLA paid leave are required to continue coverage). If so, you will pay your share of the contributions by the method normally used during any paid leave (for example, with Pre-tax Contributions if that is what was used before the FMLA leave began).

(c) In the event of unpaid FMLA leave (or paid leave where coverage is not required to be continued), if you opt to continue your group health coverage, you may pay your share of the contribution with after-tax dollars while on leave, or you may be given the option to pre-pay all or a portion of your share of the contribution for the expected duration of the leave with Pre-tax Contributions from your pre-leave compensation by making a special election to that effect before the date such compensation would normally be made available to you provided, however, that pre-payments of Pre-tax Contributions may not be utilized to fund coverage during the next Plan Year, or by other arrangements agreed upon between you and the Plan Administrator (for example, the Plan Administrator may fund coverage during the leave and withhold amounts from your compensation upon your return from leave). The payment options provided by the Employer will be established in accordance with Code Section 125, FMLA and the Employer's internal policies and procedures regarding leaves of absence. Alternatively, the Employer may require all Participants to continue coverage during the leave. If so, you may elect to discontinue your share of the required contributions until you return from leave. Upon return

SECTION 125 FLEXIBLE BENEFIT PLAN
ADOPTION AGREEMENT

The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:

A. EMPLOYER INFORMATION

Name of Employer:	**BRAZORIA COUNTY**
Address:	**111 E. LOCUST STREET** **ANGELTON, TEXAS 77515**
Employer Identification Number:	**74-6000044**
Nature of Business:	**GOVERNMENT ENTITY**
Name of Plan:	**BRAZORIA COUNTY** Flexible Benefit Plan
Plan Number:	**501**

B. EFFECTIVE DATE

Original effective date of the Plan:	**FEBRUARY 1, 1987**
If Amendment to existing plan, effective date of amendment:	**JUNE 1, 2005**

C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

Length of Service:	**First day of month following employment.**
Minimum Hours:	All employees with **30** hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.
Age:	**Minimum age of 18 years.**

D. PLAN YEAR

The current plan year will begin on **January 1, 2005**, and end on **December 31, 2005.** Each subsequent plan year will begin on **January 1** and end on **December 31.**

CC → 1st Fin. (Talbot) 4-26-05

E. EMPLOYER CONTRIBUTIONS

Non-Elective Contributions:

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts may be paid to the Participant as taxable cash.

Elective Contributions (Salary Reduction):

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

$12,000

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

F. **AVAILABLE BENEFITS:** Each of the following components should be considered a plan that comprises this Plan.

1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

MEDICAL – SELF-FUNDED (BLUE CROSS/BLUE SHIELD)

Eligibility Requirements for Participation, if different than Item C.

2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

COLONIAL LIFE & ACCIDENT

Eligibility Requirements for Participation, if different than Item C.

3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

AMERICAN FIDELITY ASSURANCE COMPANY

Eligibility Requirements for Participation, if different than Item C.

4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

DENTAL – NATIONAL PACIFIC
VISION – SPECTERA

Eligibility Requirements for Participation, if different than Item C.

5. **Group Life Insurance** which will be comprised of Group-term life insurance and Individual term life insurance under Section 79 of the Code.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, may not exceed $50,000.

N/A

Eligibility Requirements for Participation, if different than Item C.

6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section IX of the Plan Document and described below:

Minimum Contribution - $ **200-** per Plan Year

Maximum Contribution - $ **5,000** per Plan Year

Recordkeeper: **First Financial Administrators, Inc.**

Eligibility Requirements for Participation, if different than Item C.

7. **Medical Expense Reimbursement Plan** -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - $ **200** per Plan Year or a Prorated Amount for a Short Plan Year

Maximum Coverage - **$ 9,600** per Plan Year or a Prorated Amount for a Short Plan Year

Recordkeeper: **First Financial Administrators, Inc.**

Eligibility Requirements for Participation, if different than Item C.

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of Texas. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

This Plan is hereby adopted this 25 **day of** April, **20** 06.

BRAZORIA COUNTY
(Name of Employer)

Witness: Sherilyn Plentl
Title: Court Coordinator

By: John Willy
Title: County Judge

THIS DOCUMENT IS NOT COMPLETE WITHOUT PAGES 7 THROUGH 27

SECTION 125 FLEXIBLE BENEFIT PLAN

SECTION I

PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

SECTION II

DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

2.01	**Administrator**	The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable).
2.02	**Beneficiary**	Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.
2.03	**Code**	Internal Revenue Code of 1986, as amended.
2.04	**Dependent**	A Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152.
2.05	**Effective Date**	The effective date of this Plan as shown in Item B of the Adoption Agreement.
2.06	**Elective Contribution**	The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected.
2.07	**Eligible Employee**	Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.
2.08	**Employee**	Any person employed by the Employer on or after the Effective Date.

2.09	**Employer**	The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 10.01 and 10.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
2.10	**Employer Contributions**	Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
2.11	**Entry Date**	The date that an Employee is eligible to participate in the Plan.
2.12	**ERISA**	The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
2.13	**Fiduciary**	The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
2.14	**Health Savings Account**	A "health savings account" as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.
2.15	**HSA Trustee**	The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.
2.16	**Highly Compensated**	Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
2.17	**High Deductible Health Plan**	A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).
2.18	**Insurer**	Any insurance company that has issued a policy pursuant to the terms of this Plan.
2.19	**Key Employee**	Any Participant who is a "key employee" as defined in Section 416(i) of the Code.
2.20	**Non-Elective Contribution**	A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.
2.21	**Participant**	An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.
2.22	**Plan**	The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.

2.23 **Plan Year** The Plan Year as specified in Item D of the Adoption Agreement.

2.24 **Policy** An insurance policy issued as a part of this Plan.

2.25 **Preventative Care** Medical expenses which meet the safe harbor definition of "preventative care" set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.

2.26 **Recordkeeper** The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.

2.27 **Related Employer** Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

SECTION III

ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

3.01 ELIGIBILITY: Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the entry date specified or the effective date of the Plan, whichever is later. The Employer must notify the Employee of his eligibility to participate in the Plan so that the Employee shall complete the necessary enrollment forms on or before the entry date.

3.02 ENROLLMENT: An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder. Notwithstanding anything to the contrary herein, to the extent required by the Health Insurance Portability and Accountability Act of 1996, the Plan shall permit a special

enrollment period for employees who have previously declined coverage under the Plan; a new dependent may also justify a special enrollment period.

3.03 TERMINATION OF PARTICIPATION: A Participant shall continue to participate in the Plan until the earlier of the following dates:

a. The date the Participant terminates employment by death, disability, retirement or other separation from service; or
b. The date the Participant ceases to work for the Employer as an eligible Employee; or
c. The date of termination of the Plan; or
d. The first date a Participant fails to pay required contributions while on a leave of absence.

3.04 SEPARATION FROM SERVICE: The Employer shall, on a reasonable and consistent basis, permit an Employee who separates from the employment service of the Employer during a Plan Year to revoke his existing elections and terminate the receipt of benefits for the remaining portion of the Plan Year.

3.05 QUALIFYING LEAVE UNDER FAMILY LEAVE ACT: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

SECTION IV

CONTRIBUTIONS

4.01 EMPLOYER CONTRIBUTIONS: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.

4.02 IRREVOCABILITY OF ELECTIONS: A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary

reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:

(a) Change in Status. A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:

(1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
(2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
(3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
(4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
(5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.

(b) Special HIPAA Enrollment Rights. If a Participant, spouse or Dependent enrolls in the health insurance plan pursuant to special enrollment rights under HIPAA, the Participant may make a corresponding change in election under this Plan. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

(c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.

(d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.

(e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.

(f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.

Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Employer, unless the Employer and the Recordkeeper otherwise agree in writing.

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

(a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.

(b) Significant curtailment of coverage.

(i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.

(ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.

(c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.

(d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer, or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.

(e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.

4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.

4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.

4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

SECTION V

GROUP MEDICAL INSURANCE BENEFIT PLAN

5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.

5.02 ELIGIBILITY: Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.

5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.

5.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.

5.05 COBRA: To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.

5.06 SECTION 105 AND 106 PLAN: It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the

Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.

5.07 CONTRIBUTIONS: Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

5.08 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT: Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

SECTION VI

DISABILITY INCOME BENEFIT PLAN

6.01 PURPOSE: This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.

6.02 ELIGIBILITY: Eligibility will be as required in Item F(2) of the Adoption Agreement.

6.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.

6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.

6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.

6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

SECTION VII

GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.

7.02 ELIGIBILITY: Eligibility will be as required in Item F(5) of the Adoption Agreement.

7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.

7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.

7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.

7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

SECTION VIII

MEDICAL EXPENSE REIMBURSEMENT PLAN

8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.

8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.

8.03 TERMS, CONDITIONS, AND LIMITATIONS:

a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.

b. Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.

c. Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the ninetieth (90th) day following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.

d. Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.

e. Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.

f. COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ('COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

g. Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.

h. Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan, shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.

i. Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable

provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

j. Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum overage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.

8.04 ELIGIBLE MEDICAL EXPENSES: The phrase 'Eligible Medical Expense' means any expense incurred by a Participant or any of his Dependents during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Section 125 and its regulations, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, from any other source. In addition, medical care expense incurred by a Participant or the Participant's Dependent(s) prior to the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall not constitute an Eligible Medical Expense. Provided, however, if the Employer has elected in Section F.8 of the Adoption Agreement to allow Health Savings Accounts under the Plan, then for participants who are eligible for and elect to participate in Health Savings Accounts (i) Eligible Medical Expenses shall be limited as set forth in Section F.8 of the Adoption Agreement, and (ii) the Health Savings Account will reimburse Eligible Medical Expenses only after the Participant has received the maximum amount reimbursable to him under the Medical Expense Reimbursement Plan for the Plan Year, unless the Participant is covered by a High Deductible FSA, in which case the Health Savings Account will pay Eligible Medical Expenses prior to the Medical Expense Reimbursement Plan until the amount of Eligible Medical Expenses equals the High Deductible FSA limit, and thereafter, the Medical Expense Reimbursement Plan will pay Eligible Medical Expenses prior to the Health Savings Account.

8.05 GRACE PERIOD: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.05 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending 70 days after the end of the immediately preceding Plan Year to which it relates. Eligible Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year. Prior to the start of a Grace Period, a Participant shall be entitled to elect to restrict the Eligible Medical Expenses incurred during the Grace Period that may be reimbursed from the unused contributions made in the prior Plan Year to only vision and dental expenses.

SECTION IX

DEPENDENT CARE REIMBURSEMENT PLAN

9.01 PURPOSE: The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.

9.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.

9.03 TERMS, CONDITIONS, AND LIMITATIONS:

a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.

b. Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.

For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be $250 per month in the case of one Dependent and $500 per month in the case of two or more Dependents.

c. Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the ninetieth (90th) day following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.

d. Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.

e. Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.

f. Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

9.04 DEFINITIONS:

a. "Dependent" (for purposes of this Section IX) means any individual who is:

(i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or
(ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.

b. "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:

(i) provides care for more than six individuals (other than individuals who reside at the facility);
(ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
(iii) satisfies all applicable laws and regulations of a state or unit of local government.

c. "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:

(i) incurred for the care of a Dependent of the Participant or for related household services;
(ii) paid or payable to a Dependent Care Service Provider; and
(iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.

"Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

d. "Dependent Care Service Provider" (for purposes of this Section IX) means:

(i) a Dependent Care Center, or
(ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

11.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

SECTION XII

ADMINISTRATION

12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.

12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.

12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:

a. General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.

b. Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.

c. Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.

12.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.

12.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's

approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.

12.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.

12.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.

12.08 CLAIM FOR BENEFITS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.

12.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.

a. Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

b. Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized

representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review , unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.

c. Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Group Medical Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

a. Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;

2. reference to the specific Plan provision on which the denial is issued;

3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and

4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.

b. Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

c. Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,

2. The specific Plan provision(s) on which the decision is based,

3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,

4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and

5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section shall be effective on April 14, 2004 or on such other date required by 45 CFR Section 164.534. The Plan may disclose PHI to employees of the Employer with employee benefits responsibility or to employees with oversight

responsibility for third party administrator claims administration. Access to and use by such individuals must be restricted to plan administration functions that the plan sponsor performs for the Plan. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Plan may disclose PHI to such individuals only if the Employer certifies that the Plan documents have been amended to incorporate the following specific provisions, and the Employer agrees to comply with them. The Employer will:

- not use or further disclose PHI other than as permitted by the plan documents or as required by law;
- ensure that any agents or subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer;
- not use or disclose PHI for employment-related actions or in connection with any other employee benefit plan;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures;
- make available to Plan participants, consider their amendments and, upon their request, provide them with an accounting of PHI disclosures;
- make its internal practices and records relating to the use and disclosure of PHI received from the Plan available to the Department of Health and Human Services upon request; and
- will, if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which the disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

For purposes of this Section, "PHI" is "Protected Health Information" as defined in 45 CFR Section 164.501, which is individually identifiable health information that is maintained or transmitted by a covered entity, as defined in 45 CFR Section 164.104.

SECTION XIII

MISCELLANEOUS PROVISIONS

13.01 FORMS AND PROOFS: Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.

13.02 NON-ASSIGNABILITY: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.

13.03 CONSTRUCTION:

a. Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.

b. Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.

13.04 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.

13.05 ERISA. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

PREAMBLE

Brazoria County “Employer” hereby amends the Flexible Benefits Plan ("Plan") for purposes of providing eligible Employees with the opportunity to choose from among the fringe benefits available under the Plan. The Plan is intended to qualify as a cafeteria plan under the provisions of Code Section 125. The Dependent Care Expense Reimbursement Plan ("DDC") is intended to qualify as a Code Section 129 dependent care assistance plan, and the Medical Care Expense Reimbursement Plan ("URM"), also known as Flexible Spending Account, is intended to qualify as a Code Section 105 medical expense reimbursement plan. Although printed within this document, the DDC and URM Plans are separate written plans for purposes of administration and all reporting and nondiscrimination requirements imposed by Sections 105 and 129 of the Code and all applicable provisions of ERISA. The DDC and the URM are available only if designated as a Benefit Plan or Policy in the Summary Plan Description (SPD).

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ATTACHMENT I - SUMMARY PLAN DESCRIPTION (SPD)

FLEXIBLE BENEFITS PLAN

ARTICLE I - DEFINITIONS

1.01 "**Affiliated Employer**" means any entity who is considered with the Employer to be a single employer in accordance with Code Section 414(b), (c), or (m) of the Code.

1.02 "**After-tax Contribution(s)**" means amounts withheld from an Employee's Compensation pursuant to a Premium Deduction Authorization (PDA) after all applicable state and federal taxes have been deducted. Such amounts are withheld for purposes of purchasing one or more of the Benefit Plans or Policies available under the Plan.

1.03 "**Anniversary Date**" means the first day of any Plan Year.

1.04 "**Benefit Plan(s) or Policy(ies)**" means those Qualified Benefits available to a Participant under this Plan as set forth in the SPD, as amended and/or restated from time to time.

1.05 "**The Court**" means the Commissioners' Court, the governing body of the Employer. The Court, upon adoption of this Plan, appoints the Plan Administrator to act on the Employer's behalf in all matters regarding the Plan.

1.06 "**Change in Status**" means any of the events described in the SPD, as well as any other events included under subsequent changes to Code Section 125 or regulations issued under Code Section 125, that the Plan Administrator (in its sole discretion) decides to recognize on a uniform and consistent basis as a reason to change the election mid-year. Note: See the SPD for requirements that must be met to permit certain mid-year election changes on account of a Change in Status.

1.07 "**Code**" means the Internal Revenue Code of 1986, as amended.

1.08 "**Compensation**" means the cash wages or salary paid to an Employee by the Employer.

1.09 "**Dependent**" means any individual who is a tax dependent of the Participant as defined generally in Code Section 152(a) except as otherwise set forth in Code Section 21 (for Dependent Care FSA purposes, if offered under the Plan), Code Section 105 (for health plan purposes, if offered under the Plan), and Code Section 223 (for Health Savings Account purposes, if offered under the Plan). Also, for DDC purposes, a Dependent shall also be defined as in Code section 21(e)(5) (i.e., dependent of the custodial parent as defined in Code Section 152(e)). Children, as defined in Code Section 152(f)(1), are considered Dependents until age 26 (regardless of residence, marital status, tax dependent status, student status, or other factors).

1.10 "**Dependent Care Reimbursement**" shall have the meaning assigned to it by Section 5.01 of the Plan.

1.11 "**Earned Income**" means all income derived from wages, salaries, tips, self-employment, and other Compensation (such as disability or wage continuation benefits), but only if such amounts are includable in gross income for the taxable year. Earned income does not include any other amounts excluded from earned income under Code § 32(c)(2), such as amounts received under a pension or annuity, or pursuant to workers' compensation.

1.12 "**Effective Date**" of this Plan is the effective date set forth in the SPD.

1.13 "**Eligible Employment-Related Expenses**" means those Qualifying Employment-Related Expenses (as defined below) paid or incurred incident to maintaining employment after the date of the Employee's participation in the DDC and during the Plan Year (plus any applicable grace period extension as described in the SPD), other than amounts paid to:

(a) an individual with respect to whom a Dependent deduction is allowable under Code Sec. 151(c) to the Participant or his Spouse;

(b) the Participant's Spouse; or

(c) a child of the Participant who is under 19 years of age at the end of the taxable year in which the expenses were incurred.

1.14 "**Eligible Medical Expenses**" means those expenses incurred by the Employee, or the Employee's Spouse or Dependents, after the date of the Employee's participation in the URM and during the Plan Year (plus any applicable grace period extension or carryover option as described in the SPD) to the extent that the expense satisfies the conditions set forth in the Summary Plan Description and are for "medical care" as defined by Code Section 213(d). For purposes of this Plan, the following expenses are not considered "Eligible Medical Expenses" even if they otherwise constitute "medical care" under Code Section 213(d): i) expenses for qualified long term care services (as defined in Code § 7702B(c)); and ii) expenses incurred for health insurance premiums; and iii) over-the-counter drugs and medicines that are not prescribed by a physician. For purposes of this Plan, an expense is "incurred" when the Participant or beneficiary is furnished the medical care or services giving rise to the claimed expense, regardless of when the expense is paid.

1.15 "**Employee**" means any individual who is considered to be in a legal employer-employee relationship with the Employer for federal tax-withholding purposes. Such term includes "former employees" for the limited purpose of allowing continued eligibility for benefits hereunder for the remainder of the Plan Year in which an employee ceases to be employed by the Employer. The term "Employee" shall not include any leased employee (as that term is defined in Code Section 414(n)) or any self- employed individual who receives from the Employer "net earnings from self- employment" within the meaning of Code Section 401(c)(2) unless such individual is also an Employee.

1.16 "**Employer**" means the Employer and the Affiliated Employers named in the SPD provided, however, that when the Plan provides that the Employer has a certain power (e.g., the appointment of a Plan Administrator, entering into a contract with a third party insurer, or amendment or termination of the plan) the term "Employer" shall mean only that entity named on the first line of the Plan Information Summary of the SPD, and not any Affiliated Employer. Affiliated Employers who sign the Plan Information Summary and/or otherwise adopt the Plan shall be bound by the Plan as adopted and subsequently amended unless they clearly withdraw from participation herein.

1.17 "**ERISA**" shall mean the Employee Retirement Income Security Act of 1974, as amended.

1.18 "**Health Care Reimbursement**" shall have the meaning assigned to it by Section 5.01 of the Plan.

1.19 "**Highly Compensated Individual**" means an individual defined under Code Section 125(e) or 414(q), as amended, as a "highly compensated individual" or a "highly compensated employee."

1.20 "**Key Employee**" means an individual who is a "key employee" as defined in Code Section 125(b)(2), as amended.

1.21 "**Nonelective Contribution(s)**" means any amount that the Employer, in its sole discretion, may contribute on behalf of each Participant to provide benefits for such Participant and his or her Spouse and Dependents, if applicable, under one or more of the Benefit Plan(s) or Policy(ies) offered under the Plan. The amount of employer contribution that is applied towards the cost of the Benefit Plan(s) or Policy(ies) for each Participant and/or level of coverage shall be subject to the sole discretion of the Employer. The amount of Nonelective Contribution for each Participant may be adjusted upward or downward in the contributing Employer's sole discretion. The amount shall be calculated for each Plan Year in a uniform and nondiscriminatory manner and may be based upon the Participant's dependent status, commencement or termination date of the Participant's employment during the Plan Year, and such other factors as the Employer shall prescribe. To the extent set forth in the SPD or enrollment material, the Employer may make Nonelective Contributions available to Participants and allow Participants to allocate the Nonelective Contributions among the various Benefit Plans or Policies offered under the Plan in a manner set forth in the SPD of additional, taxable Compensation except as otherwise provided in the SPD or enrollment material.

1.22 "**Participant**" means an Employee who becomes a Participant pursuant to Article II.

1.23 "**Plan**" means the Flexible Benefits Plan, the SPD (defined in Section 1.35 herein) and (if applicable) the related Trust created by this document.

1.24 "**Plan Administrator**" means the person(s) or Committee identified in the SPD that is appointed by the Employer with authority, discretion, and responsibility to manage and direct the operation and administration of the Plan. If no such person is named, the Plan Administrator shall be the Employer.

1.25 "**Plan Year**" shall be the period of coverage set forth in the SPD (as extended by any applicable grace period as set forth in the SPD).

1.26 "**Premium Deduction Authorization**" or "PDA" Means the actual or deemed agreement pursuant to which an eligible Employee or Participant elects to contribute his share of the cost of chosen Benefit Plans or Policies with Pre-tax or After-tax contributions and/or Benefit Credits (if offered under the plan) in accordance with Article III herein. If the Employer utilizes an interactive voice response (IVR) system or web-based program for enrollment, the PDA may be maintained on an electronic database in accordance with all applicable federal and/or state laws.

1.27 "**Pre-tax Contribution(s)**" means amounts withheld from an Employee's Compensation pursuant to a PDA before any applicable state and federal taxes have been deducted. The amounts are withheld for purposes of purchasing one or more of the Benefit Plans or Policies available under the Plan. This amount shall not exceed the premiums or contributions attributable to the most costly Benefit Plan or Policy afforded hereunder, and for purposes of Code Section 125, shall be treated as an Employer contribution (this amount may, however, be treated as an Employee contribution for purposes of state insurance laws).

1.28 "**Qualified Benefit**" means any benefit excluded from the Employee's taxable income under Chapter 1 of the Code other than Sections 106(b), 117, 124, 127, or 132 and any other benefit permitted by the Income Tax Regulations (i.e., any life insurance coverage that is includable in gross income by

virtue of exceeding the dollar limitation on nontaxable coverage under Code Sec. 79). Notwithstanding the previous sentence, benefits prohibited under Section 125(f) (e.g. qualified health plans (as defined in Section 1301 of the Affordable Care Act) that are purchased in the individual market through a public Exchange and long-term care insurance) are not "Qualified Benefits".

1.29 "**Qualifying Employment-Related Expenses**" means those expenses that would be considered to be employment-related expenses under Section 21(b)(2) of the Code (relating to expenses for household and dependent care services necessary for gainful employment) if paid for by the Employee to provide Qualifying Services.

1.30 "**Qualifying Individual**" means an individual defined as a "Qualifying Individual" in the Summary Plan Description.

1.31 "**Qualifying Services**" means services relating to the care of a Qualifying Individual that enable the Participant or his Spouse to remain gainfully employed which are performed:

(a) in the Participant's home; or

(b) outside the Participant's home for (1) the care of a Dependent of the Participant who is under age 13, or (2) the care of any other Qualifying Individual who resides at least eight (8) hours per day in the Participant's household. If the expenses are incurred for services provided by a dependent care center (i.e., a facility that provides care for more than six (6) individuals not residing at the facility), the center must comply with all applicable state and local laws and regulations.

1.32 "**Reimbursement Account(s)" or "Account(s)**" shall be the funding mechanism by which amounts are withheld from an Employee's Compensation and retained for future Health Care Reimbursement (as defined in Section 1.18 herein) and Dependent Care Reimbursement (as defined in Section 1.10 herein) to the extent adopted by the Employer as set forth in the SPD. No money shall actually be allocated to any individual Participant Account(s); any such Account(s) shall be of a memorandum nature, maintained by the Administrator for accounting purposes, and shall not be representative of any identifiable trust assets. No interest will be credited to or paid on amounts credited to the Participant Account(s).

1.33 "**Spouse**" means an individual who is legally married to a Participant (and who is treated as a spouse under the Code), but for purposes of the Dependent Care Reimbursement Plan provisions, shall not include an individual who, although married to the Participant, files a separate federal income tax return, maintains a separate, principal residence from the Participant during the last six months of the taxable year, and does not furnish more than one-half of the cost of maintaining the principal place of abode of the Qualifying Individual.

1.34 "**Student**" means an individual who, during each of five (5) or more calendar months during the Plan Year, is a full time student at any college or university, the primary function of which is the conduct of formal instruction, and which routinely maintains a regular faculty and curriculum and normally has an enrolled student body in attendance at the location where its educational activities are regularly presented.

1.35 "**Summary Plan Description" or "SPD**" means the document attached as Attachment I to the Plan document that describes the term of Plan not set forth herein. The SPD and all applicable appendices are incorporated hereto by reference.

1.36 "**Trustee**" (if applicable) means the person(s) or institution (and their successors) named on the signature page attached hereto, who have assented to being so named by their signature to this Agreement, otherwise empowered to hold and disburse the funds that are created hereunder.

ARTICLE II - ELIGIBILITY AND PARTICIPATION

2.01 **Eligibility to Participate**. Each Employee who satisfies the eligibility requirements set forth in the SPD shall be eligible to participate in this Plan as of any applicable entry date set forth in the SPD. The provisions of this Article are not intended to override any eligibility requirement(s) or waiting period(s) specified in the applicable Benefit Plans or Policies and the terms of eligibility and participation for the Benefit Plan(s) or Policy(ies) offered under the Plan shall be subject to the requirements specified in the governing documents of the Benefit Plans or Policies.

2.02 **Termination of Participation**. Participation shall terminate on the earliest of the dates set forth in the SPD.

2.03 **Eligibility to Participate** in Reimbursement Accounts. Each Employee who satisfies the eligibility requirements set forth in the SPD shall be eligible to participate in the Reimbursement Accounts, if adopted by the Employer, on the date set forth in the SPD. Participation in the Reimbursement Accounts shall be effective on the date set forth in the SPD.

2.04 **Qualifying Leave Under FMLA**. Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under the Family and Medical Leave Act of 1993 (the “FMLA”), then to the extent required by the FMLA, the Participant will be entitled to continue the Participant's Benefit Plans or Policies that provide health coverage (including URM benefits to the extent offered under the Plan) on the same terms and conditions as if the Participant were still an active Employee. The requirements for continuing coverage, procedures for FMLA leave, and payment option(s) provided by the Employer (as described above) will be set forth in the SPD and will be administered in accordance with the regulations issued under Code Section 125 and in accordance with the FMLA.

2.05 **Non-FMLA Leave**. If a Participant goes on an unpaid leave of absence that does not affect eligibility under this Plan or the Benefit Plans or Policies chosen by the Participant, then the Participant will continue to participate and the contributions due for the Participant will be paid by one or more of the payment options described in the SPD. If a Participant goes on an unpaid leave that affects eligibility under this Plan or the Benefit Plans or Policies chosen by the Participant, the election change rules in Section 3.04 will apply. If such policy requires coverage to continue during the leave but permits a Participant to discontinue contributions while on leave, the Participant will, upon returning from leave, be required to repay the contributions not paid by the Participant during the leave.

ARTICLE III - BENEFIT ELECTIONS

3.01 **Election of Contributions**. A Participant may elect any combination of Pre-tax Contributions or After-tax Contributions (as set forth in the SPD) to fund any Benefit Plan or Policy available under the Plan, provided that only Qualified Benefits may be funded with Pre-tax Contributions. The Employer

may, but is not required, to allocate Non-elective Contributions to one or more Benefit Plans or Policies offered under the Plan and to the extent set forth in the SPD or enrollment material, may allow the Participants to allocate his allotted share of Nonelective Contributions among the various Benefit Plans or Policies in a manner set forth in the SPD or enrollment material.

3.02 **Initial Election Period**.

(a) **Currently Eligible Employees**. An Employee who is eligible to become a Participant in this Plan as of the Effective Date should complete, sign and file a PDA with the Plan Administrator during the election period (as specified by the Plan Administrator) immediately preceding the Effective Date of the Plan in order to become a Participant on the Effective Date. The elections made by the Participant on this initial PDA shall be effective, subject to Section 3.04, for the Plan Year beginning on the Effective Date.

(b) **New Employees and Employees Who Have Not Yet Satisfied The Plan's Waiting Period**. An Employee who becomes eligible to become a Participant in this Plan after the Effective Date should complete, sign and file a PDA with the Plan Administrator (or its designated third party administrator as set forth on the PDA) during the Initial Election Period set forth in the SPD or the enrollment material. Participation will commence under this Plan as set forth in the SPD. Coverage under the component Benefit Plans or Policies will be effective in accordance with the governing provisions of such Benefit Plans or Policies.

(c) **Failure to Elect**. An eligible Employee who fails to complete, sign and file a PDA in accordance with paragraph (a) or (b) above during an initial election period may become a Participant on a later date in accordance with Section 3.03 or 3.04.

3.03 **Annual Election Period**. Each Employee who is a Participant in this Plan or who is eligible to become a Participant in this Plan shall be notified, prior to each Anniversary Date of this Plan, of his right to become a Participant in this Plan, to continue participation in this Plan, or to modify or to cease participation in this Plan, and shall be given a reasonable period of time in which to exercise such right: such period of time shall be known as the Annual Election Period (Open Enrollment). The date that the Annual Election Period commences and ends will be set forth in the SPD or the enrollment material. An election is made during the Annual Election Period in the manner set forth in the SPD. The consequences of failing to make an election during the Annual Election Period will be set forth in the SPD.

3.04 **Change of Elections**. A Participant shall not make any changes to the Pre-tax Contribution amount or, where applicable, to the Participant's elected allocation of Nonelective Contributions except for election changes permitted under this Section 3.04, and for changes made during the Annual Election Period (Section 3.03), changes caused by termination of employment (Section 3.05) and changes pursuant to the Family and Medical Leave Act (Section 2.04). Except as provided in the SPD for HIPAA special enrollment rights arising from the birth, adoption, or placement for adoption of a child, all election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first day of the first pay period coinciding with or immediately following the date that the election change was filed) but, as determined by the Plan Administrator, election changes may become effective later to the extent the coverage in the applicable component plan commences later. The circumstances under which a Participant may change his election under this Plan are set forth in the SPD.

3.05 **Impact of Termination of Employment on Election or Cessation of Eligibility**. Termination of employment or cessation of eligibility shall automatically revoke any Pre-tax Contributions. Except as provided below, if revocation occurs under this Section 3.05, no new election with respect to Pre-Tax Contributions may be made by such Participant during the remainder of the Plan Year. Rules governing elections for former participants rehired during the same Plan Year shall be set forth in the SPD.

ARTICLE IV - BENEFIT FUNDING

4.01 **Source of Benefit Funding**. The cost of coverage under the component Benefit Plans or Policies shall be funded by the Participant's Pre-tax and/or After-tax Contributions and/or any Nonelective Contributions provided by the Employer. The required contributions for each of the Benefit Plans or Policies offered under the Plan shall be made known to employees in enrollment materials. Pre-tax or After-tax Contributions (as elected by the Employee on the PDA) shall equal the contributions required from the Participant less any available Nonelective Contributions allocated thereto by the Employer, or where applicable, the Participant for coverage of the Participant or the Participant's Spouse or Dependents under the Benefit Plans or Policies elected by the Participant under this Plan. Amounts withheld from a Participant's Compensation as Pre-tax Contributions or After-tax Contributions shall be applied to fund benefits as soon as administratively feasible. The maximum amount of Pre-tax Contributions plus any Nonelective Contributions made available by the Employer for Benefit Plan(s) or Policy(ies) offered under this Plan shall not exceed the aggregate cost of the Benefit Plan(s) or Policy(ies) elected by the Employee.

4.02 **Reduction of Certain Elections to Prevent Discrimination**. If the Plan Administrator determines, before or during any Plan Year, that the Plan may fail to satisfy for such Plan Year any requirement imposed by the Code or any limitation on Pre-tax Contributions allocable to Key Employees or to Highly Compensated Individuals, the Plan Administrator shall take such action(s) as he deems appropriate, under rules uniformly applicable to similarly situated Participants, to assure compliance with such requirement or limitation. Such action may include, without limitation, a modification or revocation of a Highly Compensated Individual's or Key Employee's election without the consent of such Employee.

4.03 **Health Care Reimbursement**. To the extent offered under the Plan, each Participant's URM will be credited for Health Care Reimbursement with amounts withheld from the Participant's Compensation and any Nonelective Contributions allocated thereto by the Employer or where applicable, the Participant. The Account will be debited for Health Care Reimbursements disbursed to the Participant in accordance with Article V of this document. The entire amount elected by the Participant on the PDA as an annual amount for the Plan Year for Health Care Reimbursement less any Health Care Reimbursements already disbursed to the participant for Expenses incurred during the Plan Year (plus any grace period or carryover option as set forth in the SPD) shall be available to the Participant at any time during the Plan Year without regard to the balance in the Health Care Account (provided that the periodic contributions have been made). Thus, the maximum amount of Health Care Reimbursement at any particular time during the Plan Year will not relate to the amount that a Participant has had credited to his URM. In no event will the amount of Health Care Reimbursements in any Plan Year (plus any grace period, if applicable, as set forth in the SPD) exceed the annual amount specified for the Plan Year in the PDA for Health Care Reimbursement. Unless the Plan provides for the carry-over option of up to $500 of unused health FSA funds, any amount in excess of the pre-determined carry-over limit credited to the Health Care Account shall be forfeited by the Participant and restored to the Employer if it has not been

applied to provide Health Care Reimbursement within the grace period (if applicable) and Run-Off period set forth in the SPD. The Plan cannot simultaneously provide for both the grace period option and the carryover option. Amounts so forfeited shall be used in a manner that is permitted within the applicable Department of Labor ("DOL") or Internal Revenue Service ("IRS") regulations. The maximum annual reimbursement under the URM shall be set forth in the SPD. The Employer may establish a minimum annual reimbursement amount as set forth in the SPD. In no event will Participants' PDAs include contributions that exceed the dollar limitations set forth by the IRS.

4.04 **Dependent Care Reimbursement**. To the extent offered under the Plan, each Participant's DDC will be credited for Dependent Care Reimbursement with amounts withheld from the Participant's Compensation, and any Nonelective Contributions allocated thereto by the Employer or where applicable, the Participant. The Dependent Care Account will be debited for Dependent Care Reimbursements disbursed to the Participant in accordance with Article V of this document. In the event that the amount in the Account is less than the amount of reimbursable claims at any time during the Plan Year, the excess part of the claim will be carried over into following months within the same Plan Year, to be paid out as the Dependent Care Account balance becomes adequate. In no event will the amount of Dependent Care Reimbursements exceed the amount credited to the Dependent Care Account for any Plan Year. Any amount allocated to the Dependent Care Account shall be forfeited by the Participant and restored to the Employer if it has not been applied to provide Dependent Care Reimbursement for the Plan Year within the Run-Off period set forth in the SPD. Amounts so forfeited shall be used in a manner that is not prohibited by applicable federal or state law. The maximum annual reimbursement amount shall not exceed the dollar limitations set forth by the IRS.

ARTICLE V - BENEFITS

5.01 **Qualified Benefits**. The maximum benefit a participant may elect under this Plan shall not exceed the sum of i) the aggregate premium for all Benefit Plan(s) or Policy(ies) set forth in the SPD (other than Health and DDC); ii) any pre-tax HSA contributions (if allowed under the Plan); and iii) the maximum annual Health Care Reimbursement under the URM as set forth in the SPD (if offered under the Plan); and iv) the maximum annual Dependent Care Reimbursement under the DDC as set forth in the SPD (if offered under the Plan.)

(a) **Special Rules for Health Care Reimbursement**. To the extent offered under the Plan, payment shall be made to the Participant in cash as reimbursement for Eligible Medical Expenses incurred by the Participant or his Spouse or Dependents while he is a Participant during the Plan Year (plus any grace period extension as specified in the SPD) for which the Participant's election is effective provided that the substantiation requirements of Section 6.05 herein are satisfied.

(b) **Special Rules for Dependent Care Reimbursement**. To the extent offered under the Plan, payment shall be made to the Participant in cash as reimbursement for Eligible Employment Related Expenses incurred by him while a Participant, during the Plan Year (plus any applicable grace period extension as described in the SPD) for which the Participant's election is effective, provided that the substantiation requirements of Section 6.05 have been satisfied.

5.02 **Cash Benefit**. To the extent that a Participant does not elect to have the maximum amount of his Compensation contributed as a Pre-tax Contribution or After-tax Contribution hereunder, such amount

not elected shall be paid to the Participant in the form of normal Compensation payments; provided, however, that any applicable Nonelective Contributions may not be received in the form of cash compensation, except as otherwise provided for in the SPD or the enrollment material.

5.03 **Repayment of Excess Reimbursements**. If, as of the end of any Plan Year, it is determined that a Participant has received payments under this Plan that exceed the amount of Eligible Medical Expenses and/or Eligible Employment Related Expenses that have been substantiated by such Participant during the Plan Year as required by Section 6.05 herein, the Plan Administrator shall give the Participant prompt written notice of any such excess amount, and the Participant shall repay the amount of such excess to the Employer within sixty (60) days of receipt of such notification.

5.04 **Termination of Reimbursement Accounts**. Coverage under the URM and/or DDC shall cease as of the day in which a Participant is no longer employed by the Employer or when a premium payment for the respective plan(s) has been missed for any reason. Provided, however, that Participants may submit claims under the DDC for reimbursement for Eligible Employment-Related Expenses arising during the Plan Year at any time until the end of the Run-Off period set forth in the SPD. Participants in the URM may submit claims for reimbursement for Eligible Medical Expenses arising during the Plan Year and before the date of separation from service at any time until the end of the Run-Off period set forth in the SPD. Unless a COBRA election is made as set forth in the SPD, Participants shall not be entitled to receive reimbursement for Eligible Medical Expenses incurred after employment ceases under this Section. Any unused reimbursement benefits at the expiration of the Plan Year (as set forth in the SPD) shall be treated in accordance with Sections 4.03 or 4.04.

5.05 **Coordination of Benefits Under the URM**. The URM is intended to pay benefits solely for otherwise unreimbursed medical expenses. Accordingly, it shall not be considered a group health plan for coordination of benefits purposes, and its benefits shall not be taken into account when determining benefits payable under any other plan.

ARTICLE VI - PLAN ADMINISTRATION

6.01 **Allocation of Authority**. The Court or applicable governing body (or an authorized officer of the Employer) appoints a Plan Administrator that keeps the records for the Plan and shall control and manage the operation and administration of the Plan. The Plan Administrator shall have the exclusive right to interpret the Plan and to decide all matters arising thereunder, including the right to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and the SPD issued in connection with the Plan. In the case of an insured Benefit Plan or Policy, the insurer shall be the named fiduciary with respect to benefit claim determinations thereunder, and with respect to benefit claims shall have all of the powers of the Plan Administrator described herein. All determinations of the Plan Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Plan Administrator shall have the following powers and duties:

(a) To require any person to furnish such reasonable information as he may request for the purpose of the proper administration of the Plan as a condition to receiving any benefits under the Plan;

(b) To make and enforce such rules and regulations and prescribe the use of such forms as he shall deem necessary for the efficient administration of the Plan;

(c) To decide on questions concerning the Plan and the eligibility of any Employee to participate in the Plan and to make or revoke elections under the Plan, in accordance with the provisions of the Plan;

(d) To determine the amount of benefits which shall be payable to any person in accordance with the provisions of the Plan; to inform the Employer or insurer as appropriate, of the amount of such benefits; and to provide a full and fair review to any Participant whose claim for benefits has been denied in whole or in part;

(e) To designate other persons to carry out any duty or power which may or may not otherwise be a fiduciary responsibility of the Plan Administrator, under the terms of the Plan. Such entity will be referred to as a third party administrator and shall be identified in the SPD;

(f) To keep records of all acts and determinations, and to keep all such records, books of account, and data and other documents as may be necessary for the proper administration of the Plan; and

(g) To do all things necessary to operate and administer the Plan in accordance with its provisions.

6.02 **Payment of Administrative Expenses**. Except as otherwise provided in the SPD, the Employer currently pays all reasonable expenses incurred in administering the Plan.

6.03 **Reporting and Disclosure Obligations**. Unless specified otherwise, it shall be the Employer and Plan Administrator's sole responsibility to comply with all filing, reporting, and disclosure requirements, imposed by the DOL and/or IRS, specifically including, but not limited to creating, filing and distributing Summary Annual Reports, Form 5500s, and SPDs. Furthermore, the Employer and Plan Administrator shall be required to amend the Plan as is necessary to ensure compliance with applicable tax and other laws and regulations.

6.04 **Liability of Plan Administrator**. Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or deprecation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct.

6.05 **Substantiation of Expenses**. Each Participant must submit a written Claim Form to the Plan Administrator identified in the SPD or its designated plan service provider to receive reimbursements from the URM and/or DDC, on a form provided by the Plan Administrator accompanied by a written statement/bill from an independent third party stating that the expense has been incurred, and the amount thereof. The forms shall contain such evidence, as the Plan Administrator shall deem necessary as to substantiate the nature, the amount, and timeliness of any expenses that may be reimbursed.

6.06 **Reimbursement**. Reimbursements shall be made as soon as administratively feasible after the required forms have been received by the Plan Administrator identified in the SPD or its designated plan service provider. Reimbursements of less than $15 may be carried forward and aggregated with future reimbursements until the reimbursable amount is greater than $15. However, claims for

reimbursements outstanding at the end of the Plan Year (plus any grace period as set forth in the SPD) shall be reimbursed without regard to the $15 threshold limit. Year-end expense reimbursements must be submitted to the Plan Administrator within 90 days of the close of the Plan Year for which the PDA is effective, and during which such expense was incurred, in order to be eligible for reimbursement.

6.07 **Annual Statements**. The Plan Administrator or designated plan service provider shall furnish each Participant with an annual statement, showing the amounts paid or expenses incurred by the Employer in providing Medical and/or Dependent Care Expense Reimbursement during the previous calendar year and the respective Reimbursement Account balance(s) on or before January 31 following the close of the applicable Plan Year.

ARTICLE VII - FUNDING AGENT

The Plan shall be funded with amounts withheld from Compensation pursuant to PDAs, and/or Nonelective Contributions provided by the Employer, if any. The Employer will apply all such amounts, without regard to their source, to pay for the welfare benefits provided herein as soon as administratively feasible and shall comply with all applicable regulations promulgated by the DOL taking into consideration any enforcement procedures adopted by the DOL. If a Trust is designated Funding Agent in the SPD, an appropriate Trust Agreement shall be attached at the end of this Plan.

ARTICLE VIII - CLAIMS PROCEDURES

The Plan has established procedures for reviewing claims denied under this Plan and those claims review procedures are set forth in the SPD. The Plan's claim review procedures set forth in the SPD shall only apply to issues germane to the pre-tax benefits available under this Plan (i.e., such as a determination of: a Change in Status; change in cost or coverage; or eligibility and participation matters under this Cafeteria Plan document), and to the extent offered under the Plan, claims for benefits under the Reimbursement Accounts.

ARTICLE IX - AMENDMENT OR TERMINATION OF PLAN

9.01 **Permanency**. While the Employer fully expects that this Plan will continue indefinitely, due to unforeseen, future business contingencies, permanency of the Plan will be subject to the Employer's right to amend or terminate the Plan, as provided in Sections 9.02 and 9.03 below. Nothing in this Plan is intended to be or shall be construed to entitle any Participant, retired or otherwise, to vested or non-terminable benefits.

9.02 **Employer's Right to Amend**. The Employer reserves the right to amend at any time any or all of the provisions of the Plan. All amendments shall be made in writing and shall be approved by the Employer in accordance with its normal procedures for transacting business (i.e. by approval by the Court through a meeting). Such amendments may apply retroactively or prospectively as set forth in the amendment. Each Benefit Plan or Policy shall be amended in accordance with the terms specified therein, or, if no amendment procedure is prescribed, in accordance with this section. Any amendment made by the Employer shall be deemed to be approved and adopted by any Affiliated Employer.

9.03 **Employer's Right to Terminate**. The Employer reserves the right to discontinue or terminate the Plan without prejudice at any time and for any reason without prior notice. Such decision to terminate the Plan shall be made in writing and shall be approved by the Employer in accordance with its normal

procedures for transacting business. Affiliated Employers may withdraw from participation in the Plan, but may not terminate the Plan.

9.04 **Determination of Effective Date of Amendment or Termination**. Any such amendment, discontinuance, or termination shall be effective as of such date as the Employer shall determine. No amendment, discontinuance or termination shall allow the return to any Employer of any Reimbursement Account balance for its use for any purpose other than for the exclusive benefit of the Participants and their beneficiaries except as provided in Section 4.03 and 4.04 herein.

ARTICLE X - GENERAL PROVISIONS

10.01 **Not an Employment Contract**. Neither this Plan nor any action taken with respect to it shall confer upon any person the right to continue employment with any Employer.

10.02 **Applicable Laws**. The provisions of the Plan shall be construed, administered and enforced according to applicable federal law and the laws of the state of the principal place of business of the Employer to the extent not preempted.

10.03 **Post-Mortem Payments**. Any benefit payable under the Plan after the death of a Participant shall be paid to his surviving spouse (if any), otherwise, to his estate. If there is doubt as to the right of any beneficiary to receive any amount, the Plan Administrator may retain such amount until the rights thereto are determined, without liability for any interest thereon.

10.04 **Nonalienation of Benefits**. Except as expressly provided by the Plan Administrator, no benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to do so shall be void. No benefit under the Plan shall in any manner be liable for or subject to the debts, contracts, liabilities, engagements, or torts of any person.

10.05 **Mental or Physical Incompetency**. Every person receiving or claiming benefits under the Plan shall be presumed to be mentally and physically competent and of age until the Plan Administrator receives a written notice, in a form and manner acceptable to it, that such person is mentally or physically incompetent or a minor, and that a guardian, conservator or other person legally vested with the care of his estate has been appointed.

10.06 **Inability to Locate Payee**. If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participants or other person after reasonable efforts have been made to identify or locate such person, such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited one year after the date any such payment first became due.

10.07 **Requirement for Proper Forms**. All communications in connection with the Plan made by a Participant shall become effective only when duly executed on any forms as may be required and furnished by, and filed with, the Plan Administrator.

10.08 **Source of Payments**. The Employer, the Trust fund (if selected as Funding Agent), and any insurance company contracts purchased or held by the Employer or funded pursuant to this Plan shall be the sole sources of benefits under the Plan. No Employee or beneficiary shall have any right to, or interest in, any assets of the Employer upon termination of employment or otherwise, except as

provided from time to time under the Plan, and then only to the extent of the benefits payable under the Plan to such Employee or beneficiary.

10.09 **Multiple Functions**. Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

10.10 **Tax Effects**. Neither the Employer, its agents, the Plan Administrator, nor the Trustee makes any warranty or other representation as to whether any Pre-tax Premiums made to or on behalf of any Participant hereunder will be treated as excludable from gross income for local, state, or federal income tax purposes. If for any reason it is determined that any amount paid for the benefit of a Participant or Beneficiary is includable in an Employee's gross income for local, federal, or state income tax purposes, then under no circumstances shall the recipient have any recourse against the Plan Administrator or the Employer with respect to any increased taxes or other losses or damages suffered by the Employees as a result thereof. The Plan is designed and is intended to be operated as a "cafeteria plan" under Section 125 of the Code.

10.11 **Gender and Number**. Masculine pronouns include the feminine as well as the neuter genders, and the singular shall include the plural, unless indicated otherwise by the context.

10.12 **Headings**. The Article and Section headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.

10.13 **Incorporation by Reference**. Except for the Medical and Dependent Care Expense Reimbursement Plan(s), the actual terms and conditions of the separate component Benefit Plans or Policies offered under this Plan are contained in separate, written documents governing each respective benefit, and shall govern in the event of a conflict between the individual plan document, and this Plan as to substantive content. To that end, each such separate document, as amended or subsequently replaced, is hereby incorporated by reference as if fully recited herein. The provisions of the Medical and Dependent Care Expense Reimbursement Plan(s) are reproduced herein, but shall constitute separate plans for purposes of all applicable Code and ERISA provisions.

10.14 **Severability**. Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder thereof shall be given effect to the maximum extent possible.

10.15 **Effect of Mistake**. In the event of a mistake as to the eligibility or participation of an Employee, the allocations made to the account of any Participant, or the amount of distributions made or to be made to a Participant or other person, the Plan Administrator shall, to the extent it deems possible, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as will in its judgment accord to such Participant or other person the credits to the account or distributions to which he is properly entitled under the Plan. Such action by the Administrator may include withholding of any amounts due the Plan or the Employer from Compensation paid by the Employer.

10.16 **Provisions Relating to Insurers**. No insurer shall be required or permitted to issue an insurance policy or contract that is inconsistent with the purposes of this Plan, nor be bound to take any action not in accordance with the terms of any policy or contract with this Plan. The insurer shall not be deemed to be a party to this Plan, nor shall it be bound to interpret the construction or validity of the Plan. The insurer shall be protected from its good faith reliance on the written representations and instructions of

the Trustee and the Plan Administrator, and shall not be responsible for the initial or continued qualified status of the Plan.

10.17 **Forfeiture of Unclaimed Reimbursement Account Benefits**. Unless the Employer has implemented a $500 carryover with respect to the URM, any Reimbursement Account benefit payments that are unclaimed (e.g., uncashed benefit checks) by the close of the Plan Year following the Plan Year in which the Health or Dependent Care Expense was incurred shall be forfeited.

10.18 **HIPAA Privacy**. To the extent a URM is offered under the Plan, the rights and obligations of an individual covered under the URM, the Employer and Plan, with respect to permitted uses and disclosures of a covered individual's protected health information, set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) will be summarized in the SPD.

ARTICLE XI - CONTINUATION COVERAGE UNDER COBRA

The SPD includes provisions that shall be applicable to the URM to the extent the URM is a “group health plan” as defined by Code §§ 4980B and 5000(b)(1) and the regulations promulgated thereunder and to the extent it is offered under the Plan. The intent of those provisions (as incorporated in this Article) is to extend continuation rights required by COBRA.

IN WITNESS WHEREOF, the Employer has executed this Plan as of the date set forth below.

EMPLOYER'S ACKNOWLEDGMENT

As evidenced by the formal execution of this document, the undersigned Employer adopted this amended Plan, with an original established date of February 1, 1987, on the Effective Date as the Flexible Benefits Plan of the undersigned Employer. In doing so, the undersigned Employer acknowledges that the Summary Plan Description ("SPD") and this Plan document are important legal instruments with significant legal and tax implications.

This Section 125 Flexible Benefits Plan Document supersedes all prior versions of the plan, including those previously adopted or amended by the court, and shall govern henceforth unless otherwise modified by subsequent court order.

The Employer also acknowledges that it has read this SPD and the Plan document in their entirety, and accepts full responsibility for participation of Employees hereunder and the operation of the Plan. The Employer acknowledges that, as sponsor and Plan Administrator, it shall have sole responsibility to comply with all filing, reporting, and disclosure requirements imposed by the DOL, IRS, or any other government agency, specifically including, but not limited to, creating and filing Form 5500s and preparing and distributing SPDs and performing required nondiscrimination testing.

Furthermore, the Employer further acknowledges that it shall bear sole responsibility for amending the Plan as necessary to ensure compliance with applicable tax, labor, and other laws and regulations.

This Plan shall be construed and enforced according to the Internal Revenue Code of 1986, as amended from time to time, the applicable regulations thereto, and the laws of the state of the principal place of business of the Employer.

IN WITNESS WHEREOF, the Employer has caused this Plan and Summary Plan Description to be executed on the day of 22, July, 2025 to ratify the adoption of the Plan adopted and effective as of the Effective Date.

WITNESS:

Employer: BRAZORIA COUNTY

By:_____

L.M. Matt Sebesta

Title: County Judge

Date: 08/08/2025

ATTACHMENT I - SUMMARY PLAN DESCRIPTION

ATTACHMENT 2 – SECTION 125 FLEXIBLE BENEFIT PLAN ADOPTION AGREEMENT (APRIL, 2006)

FLEXIBLE BENEFITS PLAN SUMMARY PLAN DESCRIPTION

PLAN INFORMATION SUMMARY

The Employer named below establishes a Flexible Benefits Plan (the "Plan") as set forth in this Summary Plan Description(“SPD”) as of the Effective Date set forth below. The purpose of the Plan is to provide eligible Employees a choice between cash and the specified welfare benefits described in this Plan Information Summary (see “Benefits Provided Under the Plan”). Pre-tax Contribution elections under the Plan are intended to qualify for the exclusion from income provided in Section 125 of the Internal Revenue Code of 1986.

FLEXIBLE BENEFITS PLAN

EMPLOYER INFORMATION

1) Name and Address of Employer: **BRAZORIA COUNTY**

Plan Administrator: **HOLLY FOX OR ASSIGNEE**

237 E. LOCUST STE 203

ANGLETON, TX 77515

The Plan Administrator has the exclusive right to interpret the Plan and to decide all matters arising under the Plan, subject to review by the Brazoria County Commissioners Court including the right to make determinations of fact and to construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and this SPD.

2) Employer's Telephone Number: **(979) 864-1797**

3) Employer's Federal Tax Identification Number: **74-6000044**

4) Plan Number Assigned to Cafeteria Plan (e.g., 501 if this is the first ERISA Plan Number assigned): **501**

5) 125 Start Date: **02/01/1987**

6) Effective Date of this Plan: **10/01/2025**

7) Last Day of the Plan Year: **09/30/2025**

Subsequent Plan Years: **10/01-09/30**

8) Name and Address of FSA Claim Administrator: **SAME**

9) Name and Address of registered agent for service of legal process: **HOLLY FOX**

10) Affiliated Employers that will participate in the Plan : **None**

11) Employer's Type of Business: **LOCAL GOVERNMENT ENTITY**

ELIGIBILITY

All Employees employed by the Employer shall be eligible to participate under the Plan except the following: Temporary or Part-time employees

An eligible Employee may become a Participant in the Plan on the first day of the month following 61 days of employment provided the Employee completes a Premium Deduction Authorization ("PDA"). However, eligibility for coverage under any given Benefit Plan or Policy shall be determined by the terms of that Benefit Plan of Policy, and reductions of the Employee's Compensation to pay Pre-tax or After-tax Contributions shall commence when the Employee becomes covered under the applicable Benefit Plan or Policy.

An eligible Employee may become a Participant in the Dependent Care and/or Medical Expense Reimbursement Plan(s) on the same day such Employee is eligible for the Pre-Tax Contribution benefits under the Plan.

BENEFITS PROVIDED UNDER THE PLAN

The following Benefit Plans and Policies subject to the terms and conditions of the Plan are available for election by eligible Employees. The maximum a Participant can contribute via the PDA is the maximum aggregate cost of the Benefit Plans or Policies elected minus any Nonelective Contribution made by the Employer. It is intended that such Pre-tax Contribution amounts shall, for tax purposes, constitute an Employer contribution, but may constitute Employee contributions for state insurance law purposes. Copies of the Benefit Plans or Policies (or a list of eligible Policy numbers) shall be attached as an appendix to this Plan.

Group Major Medical Coverage

Vision Care Coverage

Disability Income - Short Term (A&S)

Cancer Insurance

Dental Coverage

Group Term Life Insurance

Disability Income - Long Term (LTD)

Intensive Care Insurance

Accident Insurance

Hospital Indemnity Insurance (HIP)

Specified Health Event

Medical Care Expense Reimbursement described in Appendix I to this SPD, not to exceed limits set by IRS regulations per Plan Year.

Dependent Care Expense Reimbursement described in Appendix I to this SPD, not to exceed limits set by IRS regulations per Plan Year.

Opt-out Option: See Employer enrollment material.

THE FUNDING AGENT

Brazoria County shall be the funding agent unless otherwise specified within the Plan or policies associated with the Plan.

ADMINISTRATIVE EXPENSES

Administrative Expenses incurred in operating the Plan shall be paid by Brazoria County except as otherwise noted in the Plan.

FLEXIBLE BENEFITS PLAN SUMMARY PLAN DESCRIPTION

Introduction

Brazoria County (the "Employer") is pleased to sponsor an employee benefit program known as a "Flexible Benefits Plan" (the "Plan") for you and your fellow employees. Under federal tax laws, it is also known as a "cafeteria plan". It is so called because it lets you choose from several different insurance and fringe benefit programs according to your individual needs. The Employer provides you with the opportunity to use pre-tax dollars to pay for some of the benefits by entering into a salary redirection arrangement instead of receiving a corresponding amount of your regular pay. This arrangement helps you because the benefits you elect are nontaxable; you save income taxes on the amount of your salary redirection. Alternatively, your Employer may allow you to pay for any of the available benefits with after-tax contributions on a salary deduction basis.

This Summary Plan Description ("SPD") describes the basic features of the Plan, how it operates, and how you can get the maximum advantage from it. Information relating to the Plan that is specific to your Employer is described in the Plan Information Summary attached to the front of this SPD. You will be referred to the Plan Information Summary throughout the SPD. The Plan is also established pursuant to a plan document into which this SPD has been incorporated. If there is a conflict between the official plan document and the SPD, the plan document will govern.

In some cases, the Employer may adopt a Medical Care and/or Dependent Care Reimbursement Plan. If so, they will be listed in the Plan Information Summary as "Benefits Provided under the Plan," and the SPD for each Reimbursement Plan adopted by the Employer will be set forth in Appendix I to this SPD. To the extent that the Employer adopts a Medical Care Reimbursement Plan as indicated in the Plan Information Summary, a summary of your rights and obligations under HIPAA's privacy rules will be set forth and attached to this SPD as Appendix II.

Q-1. What is the purpose of the Plan?

The purpose of the Plan is to allow eligible employees to pay for certain benefits offered under the Plan (called "Benefit Plans or Policies") with pre-tax dollars called "Pre-tax Contributions". Pre-tax Contributions are described in more detail in Q-8 of this SPD.

Q-2. What benefits can I purchase on a pre-tax basis through the Plan?

You will be able to choose to participate in the Plan's various pre-tax options by filling out any required enrollment form(s) for the component Benefit Plans or Policies offered under the Plan. The complete list of Benefit Plans or Policies offered under the Plan is located in the Plan Information Summary under "Benefits Offered Under the Plan." NOTE: You may only contribute with Pre-tax Contributions towards the cost of Benefit Plans or Policies that cover you, your legal Spouse, and/or your tax Dependents defined under Internal Revenue Code Section 152. Each Benefit Plan or Policy may define eligible Dependents more narrowly for purposes of coverage under the particular Benefit Plan or Policy.

Q-3. Who can participate in the Plan?

Each employee of the Employer (or an Affiliated Employer identified in the Plan Information Summary) who satisfies the eligibility requirements described in the Plan Information Summary and who is eligible to participate in any of the Benefit Plans or Policies offered under the Plan will be eligible to participate

in this Plan as of the date described in the Plan Information Summary (see Q-5 of this SPD for instructions on how to become a Participant). Those employees who actually participate in the Plan are called "Participants." The terms of eligibility of this Plan do not override the terms of eligibility of each of the Benefit Plans or Policies offered under the Plan. For the details regarding eligibility provisions, benefit amounts, and premium schedules for each of the Benefit Plans or Policies, please refer to the plan summary for each of the Benefit Plans or Policies listed in the Plan Information Summary. Only coverage for an Employee and the Employee's Dependents may be paid for under this Plan. A dependent is defined generally as an individual who would be considered the Employee's spouse under the federal income tax code or the Employee's tax dependents as defined in Code Section 152; however, for purposes of health benefits and Dependent Care Reimbursement ("DDC") benefits offered under the Plan, a dependent is defined as (i) for health plan purposes, as set forth in Code Section 105(b) and (ii) for DDC purposes, as any person who meets the requirements to be a "qualifying individual" as defined in the DDC component SPD.

Q-4. When does my participation in the Plan end?

You continue to participate in the Plan until (i) you elect not to participate in accordance with Q-9 of this SPD; (ii) you no longer satisfy the eligibility requirements described in the Plan Information Summary; (iii) you terminate employment with the Employer; or (iv) the Plan is terminated or amended to exclude you or the class of employees of which you are a member. If your employment with the Employer is terminated during the Plan Year or you otherwise cease to be eligible, your active participation in the Plan will automatically cease, and you will not be able to make any more Pre-tax Contributions under the Plan. If you are rehired within the same Plan Year or you become eligible again, you may make new elections, provided that you are rehired or become eligible again more than 30 days after you terminated employment or lost eligibility. If you are rehired or again become eligible within 30 days or less, your prior elections will be reinstated and remain in effect for the remainder of the Plan Year unless you again lose eligibility.

Q-5. How do I become a Participant?

You become a Participant by communicating to your employer, prior to the Plan start date, your election to participate in the Plan by signing an individual Premium Deduction authorization (PDA) on which you elect one or more of the Benefit Plans or Policies available under the Plan, as well as agree to a salary redirection to pay for those benefits so elected. You will be provided a PDA when you first become eligible to participate in this Plan.

Q-6. What are the enrollment periods for entering the Plan?

If you are eligible on the effective date of the Plan, you must enroll during the enrollment period immediately preceding the effective date of the Plan. Otherwise, you must enroll during either the "Initial Enrollment Period" or the "Annual Enrollment Period". You will be notified of the dates that each enrollment period begins and ends in the enrollment material provided to you prior to each enrollment period. If you make an election during the Initial Enrollment Period, your participation in this Plan will begin on the later of your eligibility date described in the Plan Information Summary, the first pay period coinciding with or next following the date that your election is received by the Plan Administrator (or its designated claims administrator) or the date coverage under a Benefit Plan or policy that you elect begins. The effective date of coverage under the applicable Benefit Plan(s) or Policy(ies) is governed by

the terms of each Benefit Plan or Policy, as set forth in the governing documents for each Benefit Plan or Policy. The election that you make during the Initial Enrollment Period is effective for the remainder of the Plan Year and generally cannot be revoked during the Plan Year unless you have a Change in Status event as described in Q-9 below. If you do not make an election during the Initial Enrollment Period, you will be deemed to have elected not to participate in this Plan for the remainder of the Plan Year. You may, however, be covered by certain Benefit Plans or Policies automatically (and be required to contribute with pre-tax dollars) even if you fail to make an election. These automatic Benefit Plans or Policies are called "Default Benefits" and will be identified in the enrollment material that you receive. The election that you make during the Annual Enrollment Period is effective the first day of the next Plan Year and is irrevocable for the entire Plan Year unless you have a Change in Status event described in Q-9 below. A Participant who fails to complete, sign, and file a PDA during the Annual Enrollment Period as required shall be deemed to have elected to continue participation in the Plan with the same benefit elections as during the prior Plan Year (adjusted to reflect any increase/decrease in applicable premiums), and except for a Change in Status, will not be permitted to modify his election until the next Annual Enrollment Period. Notwithstanding the foregoing, annual elections for participation in the Medical Care and Dependent Care Expense Reimbursement Plans, if offered under the Plan, must be made by submitting a PDA prior to the beginning of each Plan Year -- no deemed elections shall occur with respect to such benefits. The Plan Year is generally a 12-month period (except during the initial or last Plan Year of the Plan). The beginning and ending dates of the Plan Year are described in the Plan Information Summary.

Q-7. What tax advantages are available through the Plan?

Suppose your monthly gross pay is $2,500 per month and your cost for coverage is $140 per month. Also, suppose your total withholdings (income tax and Social Security) are 22.65%. After paying for coverage from your after-tax pay, your take home pay is $1,794. However, under the pre-tax premium plan, you will be considered to have received $2,360 gross pay rather than $2,500 for tax purposes with $140 contributed for medical coverage. This means your take home pay will be $1,825 with the pre-tax premium plan rather than $1,794 without it. Thus, you save $31 per month ($372 per year) by participating in the pre-tax premium plan. The Table below illustrates this savings.

	With Cafeteria Plan	**Without Cafeteria Plan**
Gross Monthly Pay	$2,500	$2,500
Pre-Tax Coverage Under Plan	140	--
Taxable Income	2,360	2,500
Estimated Federal Tax (15%)	354	375
Medicare Tax (1.45%)	34	36
After-tax Coverage	--	140
Take Home Pay	1,972	1,949

Potential Monthly Savings: $23.00

Q-8. How are my contributions under the Benefit Plans or Policies made?

When you become a Participant, your share of the contributions for the elected Benefit Plan or Policy(ies) will be paid with Pre-tax Contributions elected on the PDA. Pre-tax Contributions are amounts withheld from your gross income before any applicable federal and state taxes have been deducted (some state tax laws do not recognize Pre-tax Contributions). In addition, all or a portion of the cost of the Benefit Plans or Policies may, in the Employer's discretion, be paid with contributions made by the Employer on behalf of each Participant (these are called “Nonelective Contributions”). The amount of Nonelective Contribution that is applied towards the cost of the Benefit Plan(s) or Policy(ies) for each Participant and/or level of coverage is subject to the sole discretion of the Employer, and it may be adjusted upward or downward in the Employer's sole discretion. The Nonelective Contribution amount will be calculated for each Plan Year in a uniform and nondiscriminatory manner and may be based upon your Dependent status, commencement or termination date of your employment during the Plan Year, and such other factors that the Employer deems relevant. In no event will any Nonelective Contribution be disbursed to you in the form of additional, taxable Compensation except as otherwise provided in the enrollment material. To the extent set forth in the enrollment material, the Employer may make available a certain amount of Nonelective Contributions and then allow you to allocate the Nonelective Contributions among the various Benefit Plan(s) or Policy(ies) that you choose (subject to restrictions described in the enrollment material).

Q-9. Can I ever change my election during the Plan Year?

Generally, you cannot change your election to participate in the Plan or vary the Pre-tax Contribution amounts although your election will terminate if you are no longer working for the Employer or no longer eligible under the terms of the Plan. Otherwise, you may change your elections for Pre-Tax Contributions only during the Annual Enrollment Period, and then, only for the coming Plan Year. There are several important exceptions to this general rule: You may change or revoke your previous election during the Plan Year if you file a written request for change with the Plan Administrator (or its designated claims administrator) within 30 days of any of the following events:

1. **Change in Status**. If one or more of the following “Changes in Status” occur, you may revoke your old election and make a new election, provided that both the revocation and new election are on account of and correspond with the Change in Status (as described below). Those occurrences that qualify as a Change in Status include the events described below, as well as any other events that the Plan Administrator determines are permitted under subsequent IRS regulations:

- a change in your legal marital status (such as marriage, legal separation, annulment, or divorce or death of your Spouse);

- a change in the number of your tax Dependents (such as the birth of a child, adoption or placement for adoption of a Dependent, or death of a Dependent);

- any of the following events that change the employment status of you, your Spouse, or your Dependent that affect benefit eligibility under a cafeteria plan (including this Plan and the Plan of another employer) or other employee benefit plan of yours, your Spouse, or your Dependents. Such events include any of the following changes in employment status: termination or commencement of employment, a strike or lockout, a commencement of or

return from an unpaid leave of absence, a change in worksite, switching from salaried to hourly-paid, union to non-union, or part-time to full-time; incurring a reduction or increase in hours of employment; or any other similar change which makes the individual become (or cease to be) eligible for a particular employee benefit (NOTE: The specific rules governing election changes when you take a leave of absence are described in Q-13 of this SPD);

• an event that causes your Dependent to satisfy or cease to satisfy an eligibility requirement for a particular benefit (such as attaining a specified age, getting married, or ceasing to be a student);

• a change in your, your Spouse's or your Dependent's place of residence.

• a change in your employment status such that you are no longer to average 30 hours or more per week each month but does not otherwise cause you to lose eligibility for group health benefits that provide minimum essential coverage; or

• you are eligible to enroll in a Qualified Health Plan offered in the Marketplace during the Marketplace's special or annual enrollment period.

If a Change in Status occurs and you want to make a corresponding election change, you must inform the Plan Administrator and complete a new election within 30 days from the date of the event. The election change must be on account of and correspond with the Change in Status event as determined by the Plan Administrator with the exception of special enrollment resulting from birth, placement for adoption or adoption, all election changes are prospective.

As a general rule, a desired election change will be found to be consistent with a Change in Status event if the event affects eligibility for coverage. A Change in Status affects eligibility for coverage if it results in an increase or decrease in the number of Dependents who may benefit under the plan. In addition, you must also satisfy the following specific requirements in order to alter your election based on that Change in Status:

• Loss of Dependent Eligibility. For accident and health benefits (e.g., health, dental and vision coverage, and Medical Care Reimbursement Plan), a special rule governs which types of election changes are consistent with the Change in Status. For a Change in Status involving your divorce, annulment or legal separation from your Spouse, the death of your Spouse or your Dependent, or your Dependent ceasing to satisfy the eligibility requirements for coverage, your election to cancel accident or health benefits for any individual other than your Spouse involved in the divorce, annulment, or legal separation, your deceased Spouse or Dependent, or your Dependent that ceased to satisfy the eligibility requirements, would fail to correspond with that Change in Status. Hence, you may only cancel accident or health coverage for the affected Spouse or Dependent. Example: Employee Mike is married to Sharon, and they have one child. The employer offers a calendar year cafeteria plan that allows employees to elect no health coverage, employee-only coverage, employee-plus-one-Dependent coverage, or family coverage. Before the plan year, Mike elects family coverage for himself, his wife Sharon, and their child. Mike and Sharon subsequently divorce during the plan year; Sharon loses eligibility for coverage under the plan, while the child is still eligible for coverage under the plan. Mike now wishes to cancel his previous election and elect no health coverage. The divorce between

Mike and Sharon constitutes a Change in Status. An election to cancel coverage for Sharon is consistent with this Change in Status. However, an election to cancel coverage for Mike and/or the child is not consistent with this Change in Status. In contrast, an election to change to employee-plus-one-Dependent coverage would be consistent with this Change in Status. However, there are instances in which you may be able to increase your Pre-tax Contributions to pay for COBRA coverage of a Dependent child or yourself.

• Gain of Coverage Eligibility Under Another Employer's Plan. For a Change in Status in which you, your Spouse, or your Dependent gain eligibility for coverage under another employer's cafeteria plan (or Benefit Plan or Policy) as a result of a change in your marital status or a change in your, your Spouse's, or your Dependent's employment status, your election to cease or decrease coverage for that individual under the Plan would correspond with that Change in Status only if coverage for that individual becomes effective or is increased under the other employer's plan.

• Dependent Care Reimbursement Plan Benefits (if offered under the Plan. See the list of Benefit Plans or Policies offered under the Plan in the Plan Information Summary). With respect to the Dependent Care Reimbursement Plan benefit (if offered by the Plan), you may change or terminate your election only if (1) such change or termination is made on account of and corresponds with a Change in Status that affects eligibility for coverage under the Plan; or (2) your election change is on account of and corresponds with a Change in Status that affects the eligibility of Dependent care assistance expenses for the available tax exclusion. Example: Employee Mike is married to Sharon, and they have a 12 year-old daughter. The employer's plan offers a Dependent care expense reimbursement program as part of its cafeteria plan. Mike elects to reduce his salary by $2,000 during a plan year to fund Dependent care coverage for his daughter. In the middle of the plan year when the daughter turns 13 years old, however, she is no longer eligible to participate in the Dependent care program. This event constitutes a Change in Status. Mike's election to cancel coverage under the Dependent care program would be consistent with this Change in Status.

• Ability to Procure Minimum Essential Coverage. For a Change in Status in which you no longer average 30 hours or more per week each month but do not otherwise lose eligibility for group health benefits that provide minimum essential coverage, your election to revoke coverage under the Plan would correspond with that Change in Status only if you certify your intent to enroll yourself and any other dependents whose coverage is revoked in another plan that provides minimum essential coverage that is effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

• Gain of Coverage Eligibility in the Marketplace. For a Change in Status in which you gain eligibility for coverage in a Qualified Health Plan in the Marketplace’s special or annual enrollment period, your election to revoke coverage under the Plan would correspond with that Change in Status only if you certify your intent to enroll yourself and any other dependents whose coverage is revoked in new coverage under a Qualified Health Plan that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

• Group Term Life Insurance, Disability Income, or Dismemberment Benefits (if offered under the Plan. See the list of Benefit Plans or Policies offered under the Plan in the Plan Information Summary). For group term life insurance, disability income, and accidental death and dismemberment benefits, if you experience any Change in Status (as described above), you may elect either to increase or decrease coverage. Example: Employee Mike is married to Sharon, and they have one child. The employer's plan offers a cafeteria plan which funds group-term life insurance coverage (and other benefits) through salary reduction. Before the plan year Mike elects $10,000 of group-term life insurance. Mike and Sharon subsequently divorce during the plan year. The divorce constitutes a Change in Status. An election by Mike either to increase or to decrease his group-term life insurance coverage would each be consistent with this Change in Status.

2. **Special Enrollment Rights**. If you, your Spouse, and/or a Dependent are entitled to special enrollment rights under a Benefit Plan or Policy that is a group health plan, you may change your election to correspond with the special enrollment right. Thus, for example, if you declined enrollment in medical coverage for yourself or your eligible Dependents because of outside medical coverage and eligibility for such coverage is subsequently lost due to certain reasons (i.e., due to legal separation, divorce, death, termination of employment, reduction in hours, or exhaustion of COBRA period), you may be able to elect medical coverage under the Plan for yourself and your eligible Dependents who lost such coverage. Furthermore, if you have a new Dependent as a result of marriage, birth, adoption, or placement for adoption, you may also be able to enroll yourself, your Spouse, and your newly acquired Dependents, provided that you request enrollment within the Election Change Period. An election change that corresponds with a special enrollment must be prospective, unless the special enrollment is attributable to the birth, adoption, or placement for adoption of a child, which may be retroactive up to 30 days. Please refer to the group health plan description for an explanation of special enrollment rights.

3. **Certain Judgments, Decrees and Orders**. If a judgment, decree or order from a divorce, separation, annulment, or custody change requires your Dependent child (including a foster child who is your tax Dependent) to be covered under this Plan, you may change your election to provide coverage for the Dependent child identified in the order. If the order requires that another individual (such as your former Spouse) cover the Dependent child, and such coverage is actually provided, you may change your election to revoke coverage for the Dependent child.

4. **Entitlement to Medicare or Medicaid**. If you, your Spouse, or a Dependent becomes entitled to Medicare or Medicaid, you may cancel that person's accident or health coverage. Similarly, if you, your Spouse, or a Dependent who has been entitled to Medicare or Medicaid loses eligibility for such, you may, subject to the terms of the underlying plan, elect to begin or increase that person's accident or health coverage.

5. **Change in Cost**. If you are notified that the cost of your Benefit Plan or Policy coverage under the Plan significantly increases or decreases during the Plan Year, you may make certain election changes. If the cost significantly increases, you may choose either to make an increase in your contributions, revoke your election and receive coverage under another Benefit Plan or Policy that provides similar coverage, or drop coverage altogether if no similar coverage exists. If the cost significantly decreases, you may revoke your election and elect to receive coverage provided under the option that decreased in cost. For insignificant increases or decreases in the cost of Benefit Plans or Policies, however, your Pre-tax

Contributions will automatically be adjusted to reflect the minor change in cost. The Plan Administrator will have final authority to determine whether the requirements of this section are met. Example: Employee Mike is covered under an indemnity option of his employer's accident and health insurance coverage. If the cost of this option significantly increases during a period of coverage, the Employee may make a corresponding increase in his payments or may instead revoke his election and elect coverage under an HMO option.

6. **Change in Coverage**. If you are notified that your Benefit Plan or Policy coverage under the Plan is significantly curtailed, you may revoke your election and elect coverage under another Benefit Plan or Policy that provides similar coverage. If the significant curtailment amounts to a complete loss of coverage, you may also drop coverage if no other similar coverage is available. Further, if the Plan adds or significantly improves a benefit option during the Plan Year, you may revoke your election and elect to receive on a prospective basis coverage provided by the newly added or significantly improved option, so long as the newly added or significantly improved option provides similar coverage. Also, you may make an election change that is on account of and corresponds with a change made under another employer plan (including a plan of the Employer or another employer), so long as: (a) the other employer plan permits its participants to make an election change permitted under the IRS regulations; or (b) the Plan Year for this Plan is different from the Plan Year of the other employer plan. Finally, you may change your election to add coverage under this Plan for yourself, your Spouse, or your Dependent if such individual(s) loses coverage under any group health coverage sponsored by a governmental or educational institution. The Plan Administrator will have final discretion to determine whether the requirements of this section are met.

Additionally, your election(s), may be modified downward during the Plan Year if you are a Key Employee or Highly Compensated Individual (as defined by the Internal Revenue Code), if necessary to prevent the Plan from becoming discriminatory within the meaning of the federal income tax law.

Q-10. How long will the Plan remain in effect?

Although the Employer expects to maintain the Plan indefinitely, it has the right to modify or terminate the program at any time for any reason. It is also possible that future changes in state or federal tax laws may require that the Plan be amended accordingly.

Q-11. What happens if my claim for benefits under this Plan is denied?

This SPD describes the basic features of the Plan. If your claim is for a benefit under one of the component Benefit Plans or Policies, you will generally proceed under the claims procedures applicable under the component Benefit Plan or Policy (see the plan summary for each of the Benefit Plans or Policies that you elect). However, if you are denied a benefit under this Plan, the claims procedure under this Plan will apply. You will be notified if your claim under the Plan is denied. The notice of denial will be furnished to you within 30 days after receiving your claim. However, if additional time is needed to process your claim you will be notified before the initial 30-day period has expired. The notice will explain why an extension is necessary and the date a decision is expected to be rendered. In no event will an extension go beyond 15 days after the end of the initial 30-day period. The notice of the denial will include the specific reasons for the denial and the relevant plan provisions on which the denial was based. If your claim is denied in whole or in part, you may appeal by requesting a review of the denied claim, as set forth in the notice of denial, within 180 days after you receive notice of the denial. If there

are two levels of appeal (as indicated in the notice of denial), you will have a reasonable amount of time in which to request a second review and such time period will be identified in the notice of denial. As part of the appeal process (whether there is one or two appeals), you or your authorized representative may examine documents, records, and other information relevant to your claim and submit issues, documents and comments in writing. Within 60 days after the request for review is received, you will be notified in writing of the decision on review. The notice of denial will indicate whether there are one or two levels of appeals and will contain the same type of information provided to you in the first notice of denial. If there are two levels of Plan appeals, the decisions on appeal will be made within 30 days after the request for each review is received. The Plan Administrator is the claims fiduciary for making the final decision under the plan. In the event of your death, your beneficiary has the same rights and is subject to the same time limits and other restrictions that would otherwise apply to you under the claims procedures explained above.

Q-12. What effect will Plan participation have on Social Security and other benefits?

Brazoria County employees do not pay into Social Security, but do pay other federal taxes. Plan participation will reduce the amount of your taxable compensation. Accordingly, there could be a decrease in your other benefits (e.g., pension, disability and life insurance) that are based on taxable compensation.

Q-13. What happens if I take a leave of absence?

(a) If you go on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain your Benefit Plans or Policies providing health coverage on the same terms and conditions as though you were still active (e.g., the Employer will continue to pay its share of the contribution to the extent you opt to continue coverage).

(b) Your Employer may elect to continue all coverage for Participants while they are on paid leave (provided Participants on non-FMLA paid leave are required to continue coverage). If so, you will pay your share of the contributions by the method normally used during any paid leave (for example, with Pre-tax Contributions if that is what was used before the FMLA leave began).

(c) In the event of unpaid FMLA leave (or paid leave where coverage is not required to be continued), if you opt to continue your group health coverage, you may pay your share of the contribution with after-tax dollars while on leave, or you may be given the option to pre-pay all or a portion of your share of the contribution for the expected duration of the leave with Pre-tax Contributions from your pre-leave compensation by making a special election to that effect before the date such compensation would normally be made available to you provided, however, that pre-payments of Pre-tax Contributions may not be utilized to fund coverage during the next Plan Year, or by other arrangements agreed upon between you and the Plan Administrator (for example, the Plan Administrator may fund coverage during the leave and withhold amounts from your compensation upon your return from leave). The payment options provided by the Employer will be established in accordance with Code Section 125, FMLA and the Employer's internal policies and procedures regarding leaves of absence. Alternatively, the Employer may require all Participants to continue coverage during the leave. If so, you may elect to discontinue your share of the required contributions until you return from leave. Upon return

from leave, you will be required to repay the contribution not paid during the leave in a manner agreed upon with the Administrator.

(d) If your coverage ceases while on FMLA leave (e.g., for non-payment of required contributions), you will be permitted to re-enter the Plan upon return from such leave on the same basis as you were participating in the Plan prior to the leave, or as otherwise required by the FMLA. Your coverage under the Benefit Plans or Policies providing health coverage may be automatically reinstated provided that coverage for Employees on non-FMLA leave is automatically reinstated upon return from leave.

(e) The Employer may, on a uniform and consistent basis, continue your group health coverage for the duration of the leave following your failure to pay the required contribution. Upon return from leave, you will be required to repay the contribution in a manner agreed upon by you and Employer.

(f) If you are commencing or returning from unpaid FMLA leave, your election under this Plan for Benefit Plans or Policies providing non-health benefits shall be treated in the same manner that elections for non-health Benefit Plans or Policies are treated with respect to Participants commencing and returning from unpaid non-FMLA leave.

(g) If you go on an unpaid non-FMLA leave of absence (e.g., personal leave, sick leave, etc.) that does not affect eligibility in this Plan or a Benefit Plan or Policy offered under this plan, then you will continue to participate and the contribution due will be paid by pre-payment before going on leave, by after-tax contributions while on leave, or with catch-up contributions after the leave ends, as may be determined by the Administrator. If you go on an unpaid leave that affects eligibility under this Plan or a Benefit Plan or Policy, the election change rules in Q-9 of this SPD will apply. The Plan Administrator will have discretion to determine whether taking an unpaid non-FMLA leave of absence affects eligibility.

Q-14. Is there any other information that I should know about the Plan?

Participation in the Plan does not give any Participant the right to be retained in the employ of his or her Employer or any other right not specified in the Plan. The Plan Administrator's name, address and telephone number appear in the Plan Information Summary attached to the front of this SPD. The Plan Administrator has the exclusive right to interpret the Plan and to decide all matters arising under the Plan, including the right to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and this SPD. Other important information such as the Plan Number and Plan Sponsor's name and address has also been provided in the Plan Information Summary.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.30. **7/22/2025**

Flexible Spending Account with Health Equity

Please approve Health Equity as Brazoria County's authorized provider for the employee health benefit Flexible Spending Account, effective October 1, 2025. The County Judge is authorized to execute all documents necessary for this agreement, upon review and approval by the District Attorney's Office - Civil Division.

HealthEquity

Order Form

Employer:
Brazoria County
237 East Locust St #203
Angleton, TX 77515

Effective Date*: 10/1/2025
Initial Term End Date: 9/30/2028

Payment Method: Wire / ACH Credit
Payment Terms: Within 30 days of receipt of invoice
Service Charge on Overdue Amounts: 2% Per Month

Table 1 - Aflac Paid Services Fees:

Service Name	Fee Type	Fee	Description
FSA	Admin Fee	$2.50 PPPM	Per Participant Per Month

Table 2 - Employer Paid Services Fees:

Service Name	Fee Type	Fee	Description
Balance Transfer - Previous TPA	Additional Service Fee	$0.00	Balance transfer from previous TPA. During plan year (mid-year transitions), HQY will work with the Employer's previous administrator to obtain election amounts and balances. At the start of their plan year and after the Grace Period, HQY will work with the previous administrator to take over balances.
Plan Documents - Initial	Additional Service Fee	$0.00	Administrative fees are waived for initial Plan Document and Summary Plan Description (SPD) (while employer is in implementation). Ongoing Plan Document and SPD service must be requested separately.
Non-Discrimination Testing - Initial	Additional Service Fee	$0.00	Administrative fees are waived for initial nondiscrimination testing. Ongoing nondiscrimination testing session must be requested separately (fees may apply).

Terms and Conditions:

- This Order Form is subject to HQY's General Terms and Conditions of Service that may be viewed at https://resources.healthequity.com/Documents/Employer/General_Terms_and_Conditions_All_Accounts.pdf, and all terms defined therein shall have the same meaning in this Order Form unless otherwise specified herein.
- *This Order Form shall be effective as of 10/1/2025 (unless this Order Form is incomplete or does not match our records). Billing shall commence upon start of Service(s) or next billing period following the effective date, whichever is later.

HealthEquity®

- Table 1 Fees: Employer represents and warrants that Aflac has agreed to pay all Table 1 Fees set forth in this Order Form on behalf of Employer, except for NVAS Fees. Notwithstanding the foregoing, if Aflac fails to timely pay such Table 1 Fees, Employer shall be responsible for the payment of all Table 1 Fees.
- Table 2 Fees: Employer agrees to pay any fees for additional services set forth on Table 2, if applicable.
- NVAS Fees: Employer shall be solely responsible to pay for the Per Participant Per Month (PPPM) Table 1 Fees set forth in this Order Form for Services provided to participants who reside in a state ("NVAS State") that prohibits Aflac from paying fees for such Services ("NVAS Fees") in accordance with the terms and conditions set forth in this Order Form. Each participant's state of residence shall be determined based upon the current address on file with HQY at the time of invoice, and the Employer acknowledges that HQY shall be entitled to rely upon such information provided by the Employer and shall not be liable for any acts or omissions taken based on HQY's reliance upon such information provided by Employer. Further, the Employer agrees to update participant's residence if participant moves to a NVAS State at any time.
- Employer acknowledges and agrees to give Aflac the authority to unilaterally negotiate Table 1 Fee updates with HQY on Employer's behalf and Employer agrees to pay any fee changes negotiated on its behalf if Aflac fails to pay such fees timely.

For Employer:

Signature:

Name (print):

Title:

Employer:

Date:

HealthEquity®

General Terms and Conditions

These General Terms and Conditions govern the provision of services to you, and your Affiliates designated in writing (individually and collectively, "Employer") and are an integral part of the agreement between Employer and HealthEquity, Inc., ("HQY"), which enters this agreement on its own behalf and on behalf of its Affiliates. HQY and Employer each may be referred to as "Party" or collectively as "Parties". An "Affiliate" is defined as any business entity or enterprise, which controls, is controlled by, or is under common control with, a Party. These General Terms and Conditions must be read in conjunction with all Schedules and Order Forms (collectively, the "Agreement"). **BY SIGNING THE ORDER FORM REFERENCING THESE GENERAL TERMS AND CONDITIONS OR ACCESSING HQY'S EMPLOYER PORTAL OR USING ANY SERVICES, EMPLOYER AGREES THAT IT HAS READ THESE GENERAL TERMS AND CONDITIONS AND AGREES TO BE BOUND BY THE AGREEMENT**. Notwithstanding anything to the contrary contained herein, if Employer has a relationship with a health plan or other administrative entity governing the provision of any Services, such Services (including any fees associated in connection therewith) will be governed and controlled by the terms of such relationship, and nothing herein shall be intended to conflict in any manner with such relationship.

1 General.

1.1 Services. Employer engages HQY, and HQY agrees to be so engaged, on the terms and conditions set forth in this Agreement to provide certain services (the "Services") as selected on Employer's online application or other mutually agreed to order form or documentation (each an "Order Form"). The Parties agree that HQY may provide the Services using different technology platforms and may also modify or change technology platforms in its discretion so long as the Services are provided, and HQY shall remain responsible to provide the Services, in accordance with the applicable Schedule(s).

1.2 Schedules. "Schedule" refers to each of the schedules attached to these General Terms and Conditions. HQY will also provide a copy of any applicable Schedule upon reasonable request by Employer. Each Schedule will: (i) describe the tasks to be performed by the Parties in connection with the Services outlined in that Schedule and (ii) include the fees and expenses associated with the Services outlined in that Schedule (to the extent not otherwise listed in the Order Form). The Order Form selecting the Services to be provided hereunder will designate the applicability of the Schedules (meaning that, if a particular Service is not identified on an Order Form between the Parties, that corresponding Schedule shall not apply for purposes of this Agreement). Employer shall cooperate on a timely basis with HQY and perform the activities reasonably required by HQY to enable HQY to fulfill its obligations and responsibilities under this Agreement. In the event of any conflict between these General Terms and Conditions and any Schedule or Order Form to this Agreement, the applicable Order Form shall control with respect to these General Terms and Conditions and any Schedule, and any Schedule shall control with respect to these General Terms and Conditions.

1.3 Employer Responsibility. Employer has exclusive responsibility for providing HQY with timely and accurate information and data as necessary for HQY to provide the Services.

1.4 Plan Administrator; Fiduciary. With respect to employee benefit plans and programs subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), Employer acknowledges and agrees that it is the "plan administrator" and "fiduciary" within the meaning of ERISA of such employee benefit plans or programs (each a "Plan" or, collectively, the "Plans") sponsored by Employer, and that HQY is an independent contractor engaged to perform the agreed upon Services in a non-fiduciary capacity. Employer must obtain the prior written consent of HQY to all references to HQY, or to its products or services, in all communications or documents pertaining to the Plan(s) prepared by Employer, or on Employer's behalf, unless the reference identifies HQY only as a service provider or the reference is required in an IRS Form 5500 or similar filing or document required by ERISA or the Internal Revenue Code of 1986, as amended (the "Code"). Without limiting the foregoing, in no event may Employer identify or refer to HQY as "administrator," "plan administrator," "plan sponsor," "fiduciary," "plan fiduciary," or any similar title. It is understood and agreed between HQY and Employer that any such written consent of HQY shall not be considered a representation that HQY has reviewed or approved the content of such communication or document except as to those matters set forth in this Subsection 1.4 for which consent is required. Employer has the sole responsibility to pay all fees or penalties arising from the Plans that are assessed by the Internal Revenue Service, the Department of Labor, and/or other federal, state, or local governmental agencies.

1.5 Implementation. HQY will provide Employer with an implementation plan and the Parties will work in good faith to implement the Services and other arrangements contemplated by this Agreement in accordance with the terms hereof and applicable laws and regulations. Each of the Parties will designate an employee to facilitate and manage the

implementation in order to provide services to employees of Employer. If Employer makes changes to its eligibility file after implementation has already been performed by HQY, thus requiring implementation to be reperformed, then HQY may charge a fee as specified in on the Order Form.

2 Term.

The term of this Agreement shall begin on the date set forth in the applicable Order Form or, in the event that a date is not specified in an applicable Order Form, the date that HQY receives eligibility or contribution information related to Employer's employees (the "Effective Date") and continue until the expiration or earlier termination of all Schedules.

3 Communications and Relationship Management.

3.1 HQY contact designation. HQY will designate a contact or team responsible for responding to inquiries and requests made by Employer.

3.2 Employer communications. Employer will provide HQY with a list of personnel duly authorized to receive and furnish information or instructions ("Employer Communication") and HQY may, without further review or verification, honor or act upon any Employer Communication.

3.3 Notices. Except for invoices and billing-related communications, any notices required or permitted to be given by one Party to the other under this Agreement shall be deemed given when (i) hand delivered and acknowledged, (ii) sent by certified or registered mail, or (iii) sent by overnight carrier, as listed below:

If to HQY:	*If to Employer:*
HealthEquity, Inc. Attention: General Counsel 121 West Scenic Pointe Drive Draper, UT 84020	The address as listed on the Order Form

Email communications are also acceptable so long as (A) the notice is signed and provided as a letter attachment to the email (not just as text in the email, unless otherwise permitted for a particular notice under this Agreement) and (B) the written communication is subsequently and timely delivered in accordance with subsections (i)-(iii) of this Section. Either Party may update its contact information or address for receipt of notices under this Section by providing prior written notice of such change(s) to the other Party.

4 Representations and Warranties; Disclaimer.

4.1 Applicable Laws. For purposes of this Agreement, "Applicable Law" means laws, regulations, rules or orders of the applicable government agency or jurisdiction to the extent such laws, regulations, rules or orders apply to the relevant Party in the performance of its obligations under the Agreement. Additionally, "Data Privacy Law" means all laws, rules, regulations, governmental requirements, codes as well as international, federal, state, and provincial laws applicable to Personal Information, and "Personal Information" means any information related to an identified or identifiable person.

4.2 Full Power and Authority. Each Party represents and warrants to the other Party that (i) it has the full right, power, and authority to enter into and perform its obligations under this Agreement, and (ii) no other contractual obligation exists that would prevent Employer from entering into this Agreement or performing its obligations under this Agreement.

4.3 HQY Warranties. HQY represents and warrants that (i) it will perform the Services in a workmanlike manner, using reasonable skill and care; (ii) it has all material permits and licenses required for it to operate its business and to perform the Services; and (iii) it can and shall comply in all material respects with Applicable Law performing its obligations under this Agreement.

4.4 Employer Warranties. Employer represents and warrants that (i) it has complied and will continue to comply with Applicable Law, including applicable Data Privacy Law, in performing its obligations under the Agreement; (ii) all information provided by Employer to HQY has been, and will continue to be, collected and processed in accordance with notice, consent and other requirements of applicable Data Privacy Law; (iii) all information provided by Employer to HQY is accurate, complete and up-to-date; and (iv) it has, and will continue to have, the right to transfer, or provide access to, the Personal Information to HQY and its subprocessors, for processing consistent with the purposes contemplated in the Agreement and such processing will not breach applicable Data Privacy Law.

4.5 DISCLAIMER. NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 4, AND, EXCEPT AS SET FORTH HEREIN, EACH PARTY DISCLAIMS ANY IMPLIED OR STATUTORY WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE.

5 Termination and Survival.

5.1 Termination. Either Party may terminate this Agreement immediately upon written notice delivered to the other Party, if at any time (i) the other Party fails to comply with any of its obligations under this Agreement in any material respect, and such Party does not cure such non-compliance within 30 days of receiving written notice of such failure; (ii) the other Party has appointed for it a receiver, a general assignment is made for the benefit of the other Party's creditors, or a bankruptcy proceeding has been commenced with respect to the other Party, or (iii) any representation made or information provided by the other Party is false or misleading in any material respect when made or provided.

5.2 Termination for Convenience. Any Schedule to this Agreement can be terminated for convenience and without cause in accordance with the Termination for Convenience Provision set forth in each Schedule, as applicable. The Parties acknowledge that attempting to terminate a Schedule or the Agreement for convenience prior to the time permitted in the applicable Schedule shall be a breach of the Agreement.

5.3 Effect of Termination; Survival. If this Agreement is terminated, then each Schedule then in effect will also terminate. Notwithstanding anything to the contrary contained herein, Sections 1 (General), 6 (Invoicing; Fees), 7 (Confidentiality), 9 (Intellectual Property), 10 (Indemnification; limitation of liability), and 11 (Miscellaneous provisions) of these General Terms and Conditions will continue to apply after the expiration or termination of this Agreement or any Schedule hereto.

6 Invoicing and Fees.

6.1 Fees and Expenses. Employer shall pay all fees and expenses that are set forth in each Order Form or Schedule.

6.2 Taxes. The fees set forth in this Agreement are exclusive of applicable taxes. Each Party shall be responsible for its own income and gross receipt taxes. Employer shall be responsible for and shall promptly pay or reimburse HQY for the payment of all sales, use, excise, ad valorem, value-added and other similar taxes, assessments or duties imposed by any government agency (including any interest and penalties imposed thereon if HQY has provided Employer reasonable notice, of such applicable taxes prior to any assessment or accruing of interest or penalties) that are based on any Services provided by HQY pursuant to this Agreement.

6.3 Invoices and Payment. HQY shall invoice Employer for all amounts due under this Agreement on a monthly basis. Payment for invoices shall be due and payable by Employer as set forth on the Order Form. Any amounts not paid on or before their due date shall incur interest until paid at the rate equal to the lesser of the rate specified on the Order Form or the maximum amount allowed by law, prorated for any partial month.

7 Confidentiality.

7.1 In the general course of implementing this Agreement and providing the Services, each Party may disclose information that is considered confidential and proprietary to such Party ("Confidential Information"). Unless permitted in writing by the Party whose Confidential Information is disclosed, all Confidential Information disclosed by a Party is to be considered strictly confidential and the receiving Party shall use reasonable commercial efforts to maintain the disclosing Party's Confidential Information as strictly confidential and to require their respective officers, directors, employees and agents to maintain the confidentiality of such information. These obligations shall not apply, however, to any information which (i) is already in the public domain at the time of disclosure or later becomes available to the public through no breach of this provision; (ii) was, as between the recipient and the disclosing Party, lawfully in the recipient's possession prior to receipt from the disclosing Party without obligation of confidentiality; (iii) is received by the recipient independently from a third party free to lawfully disclose such information to the recipient; or (iv) is subsequently independently developed by the recipient as evidenced by its business records.

7.2 Notwithstanding the foregoing, each Party shall have the right to disclose and disseminate Confidential Information to third parties as required by law or by a court order, provided that prior to any such disclosure or dissemination, the Party disclosing or disseminating the confidential information shall notify the other Party and the other shall have the opportunity, at its own cost, to contest such disclosure or dissemination by appropriate proceedings. HQY shall also have the right to disclose Confidential Information to its service providers as allowed by law and to the extent necessary to provide the Services, offer Service enhancements or education to Employer, or otherwise fulfill the terms of this Agreement. This provision supersedes all prior non-disclosure or confidentiality agreements entered into between the Parties, which are hereby terminated and of no further force or effect.

8 Data Security and Business Continuity.

Safeguards. At all times that HQY has access to Personal Information received from or on behalf of Employer, HQY will maintain reasonable safeguards, including a business continuity and disaster recovery plan, in accordance with the Data Security Addendum, attached hereto as Annex 1.

9 Intellectual Property.

9.1 No Waiver of Rights. By entering into this Agreement, neither Party in any way agrees or implies that it is waiving any property rights it has in software, processes or other intellectual property belonging to it, its subsidiaries or Affiliates,

including but not limited to rights accruing by virtue of applicable federal, state, or common law protections for copyright, patent, trade secret, trademark and/or service mark rights. In the event either Party discovers a violation of such proprietary rights, that Party, for itself and on behalf of its subsidiaries and Affiliates, expressly reserves the right to seek or pursue in an appropriate state or federal court all available remedies for the infringement of such rights.

9.2 HQY's Materials. HQY may provide to Employer material related to the Services. Any materials provided by HQY to Employer or its agents are copyrighted property of HQY and shall not be reproduced or modified by Employer without the prior written consent of HQY. Employer recognizes that HQY owns certain trademarks, service marks, logos and trade names ("HQY Marks") that identify HQY's products and services. Employer acknowledges that it has no ownership right or interest in the HQY Marks and that it will not use the HQY Marks without prior written permission.

9.3 Retention of Ownership. HQY retains ownership in all intellectual property of HQY used in the provision of Services and any custom development by HQY for use by Employer or its employees shall be the intellectual property of HQY.

9.4 Permission to Use. HQY recognizes that Employer owns certain trademarks, service marks, logos and trade names ("Employer Marks") that identify Employer's products and services. HQY acknowledges that it has no ownership right or interest in Employer Marks and that it will not use Employer Marks except as expressly contemplated by this Section 9.4 or otherwise with Employer's prior written consent. Employer hereby grants permission to HQY to use Employer's Marks in connection with Services provided pursuant to this Agreement. HQY may also, with the prior written consent of Employer, use Employer Marks for marketing and promotional materials. Employer will provide or make available to HQY approved formats and any guidelines for use of Employer's Marks, and the trademarks shall be used only consistent with the supplied formats and guidelines.

10 Indemnification; Limitation of Liability.

10.1 HQY Indemnity. HQY shall defend, indemnify and hold harmless Employer, Employer's Affiliates and all of Employer's (and Employer's Affiliates') directors, officers, employees and agents (the "Employer Group") from and against all claims, liabilities, losses, damages and expenses, including attorneys' fees (collectively "Losses") asserted by any party who is not a Party to this Agreement to the extent caused by HQY's breach of this Agreement, negligence or willful misconduct; provided, however, that HQY shall not defend, indemnify or hold the Employer Group harmless for Losses, in each case to the extent arising out of Employer's breach of this Agreement, negligence, or willful misconduct. Notwithstanding any other provision of the Agreement, HQY will not be responsible for claims, Losses or liabilities resulting from: (i) acts or omissions based on instructions or directions received from Employer and its agents, representatives, or employees; (ii) errors caused by incomplete, inaccurate or untimely information provided by Employer and its agents, representatives or employees; or (iii) failure of Employer to perform its obligations as required by this Agreement.

10.2 Employer Indemnity. Employer shall indemnify and hold harmless HQY, its Affiliates and all directors, officers, employees and agents of HQY and its affiliates (the "HQY Group") from and against all Losses asserted by any party who is not a Party to this Agreement, and arising out of Employer's breach of this Agreement, negligence or willful misconduct or arising out of any other cause related to this Agreement; provided, however, Employer shall not be obligated to defend, indemnify or hold the HQY Group harmless for Losses to the extent such losses are caused by HQY's breach of this Agreement, negligence or willful misconduct.

10.3 Notification and Defense. The Party seeking indemnification under this Agreement (the "Indemnified Party") shall give the Party responsible for indemnification (the "Indemnifying Party") written notice of each claim, if any, promptly after the Indemnified Party's first knowledge thereof. The Indemnifying Party may direct the defense of its interests; provided, however, the Indemnified Party is entitled to retain counsel to provide for its own defense unless or until provided reasonable notice by the Indemnifying Party of its intent to direct the defense.

10.4 Limitation of Liability. Except for damages incurred or arising out of or due to gross negligence, willful misconduct or fraud of the other Party, the aggregate liability of either Party to the other Party from any and all actions relating to the subject matter of this Agreement shall not exceed fees actually paid by Employer to HQY under this Agreement in the twelve months preceding the date on which the cause of action arose. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IN THE EVENT THAT IT IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGE MAY ARISE, OCCUR OR RESULT.

11 Miscellaneous Provisions.

11.1 Entire Agreement. This Agreement, including any Order Forms, Schedules, annexes, and attachments hereto, sets forth the entire understanding of the Parties and supersedes any and all other agreements, either oral or written, between the Parties with respect to the subject matter hereof (including any non-disclosure or confidentiality agreements entered into between the Parties), and no other agreement, statement or promise relating to the subject matter of this Agreement will be valid or binding. Unless otherwise indicated, this Agreement supersedes and replaces any prior agreement between the Parties (including participating Affiliates of the Parties.

11.2 Headings. The section headings contained in this Agreement are supplied for convenience and reference purposes only and shall not affect the meaning or interpretation of the terms.

11.3 Amendments. Amendments. Except as otherwise set forth in this Section, all amendments to this Agreement may only be made in writing and signed by authorized personnel of the Parties. Notwithstanding the foregoing, to the extent specifically required to comply with prospective changes in applicable laws, regulations, rules, or guidance, or when specifically required by the Internal Revenue Service ("IRS"), Department of Labor ("DOL"), or other regulatory authority, HQY may amend the Agreement by providing written notice of such amendment to Employer (an "Amendment Notice"). Such amendment shall be effective upon receipt of the Amendment Notice or such other date specified in the Amendment Notice.

11.4 Waiver. The failure by a Party to exercise any right or obligation shall not be deemed to be a waiver of such right or obligation.

11.5 Severability. If any portion of this Agreement shall, for any reason, be invalid or unenforceable, such portion or portions shall be ineffective only to the extent of such invalidity or unenforceability, and the remaining portion or portions shall nevertheless be valid, enforceable and of full force and effect.

11.6 Third Party Sender. To the extent applicable as a Third Party Sender under National Automated Clearing House Association ("NACHA") rules and regulations, Employer acknowledges and agrees that HQY must perform a certain level of due diligence on Employer and that part of such diligence requires that Employer make certain representations and warranties in order for HQY to be able to originate ACH transactions on Employer's behalf. Accordingly, Employer (i) authorizes HQY to originate transactions on Employer's behalf, (ii) agrees to be bound by applicable NACHA rules, (iii) agrees not to originate transactions that violate U.S. laws, and (iv) agrees to provide written notice to HQY if there are any restrictions on the type of transactions that may be originated and, if there are, to describe such restrictions. Employer further acknowledges and agrees that in addition to other termination rights outlined herein, HQY has the right to terminate or suspend the Services if Employer violates any applicable NACHA rules. Employer additionally acknowledges and agrees that HQY and the originating depository financial institution have the right to audit Employer's compliance with the NACHA Rules and the terms of this provision with reasonable notice, during normal business hours.

11.7 Professional Advice. Although HQY may provide technical or other assistance on issues related to this Agreement, or to health savings accounts, flexible spending accounts, healthcare reimbursement arrangements and other services in general, HQY is not providing and cannot give Employer or any employee thereof legal, tax, financial, or other professional advice. Employer agrees that it is not relying on HQY or any of its Affiliates for any such advice and is not expecting HQY to provide professional advice to its employees. Employer is solely responsible for the selection and engagement of HQY to provide services on its behalf and for ensuring Employer's compliance with applicable law.

11.8 Assignment. Either Party may assign this Agreement (or any applicable Schedule) to any Affiliate or as part of the sale of any substantial portion of its assets, or pursuant to any merger, consolidation or other reorganization, without the other Party's prior written consent. Otherwise, neither Party may assign its rights and responsibilities under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

11.9 Force Majeure. Neither Party shall be liable for any damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, government restrictions (including the denial or cancellation of any necessary license), wars, strikes, insurrections, infectious disease outbreaks and/or any other cause beyond the reasonable control of the Party whose performance is affected.

11.10 Beneficiaries. No third parties shall have the benefit of or any rights under any of the provisions of this Agreement.

11.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to its conflicts of law provisions, to the extent not governed or interpreted in accordance with federal law or regulations. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of, and venue in, the federal and/or state courts in the State of Utah, and the appropriate courts of appeal from such courts, for determining any dispute concerning the Agreement.

Schedule A
Health Savings Accounts (HSAs)

This HSA Schedule is incorporated into and made a part of the Agreement. Capitalized terms used in this HSA Schedule, but not defined herein, shall have the meanings ascribed to them in the Terms and Conditions to the Agreement.

1 Clarification of roles, relationships, and applicable law.

1.1 Roles and Relationships. Employer is the sponsor of a high deductible health plan ("HDHP") that is compatible with health savings accounts ("HSAs"), as defined in §223 of the Internal Revenue Code ("Code"). Employer, as permitted by DOL FAB 2004-01 and 2006-02, desires to (i) facilitate the opening of HSAs for or on behalf of eligible employees (each, an "Account Holder"), (ii) make Employer contributions and forward employee payroll reduction contributions to HSAs owned by Account Holders, and (iii) pay certain fees related to HSA implementation and maintenance. HQY is an IRS authorized non-bank trustee operating as a custodian of HSAs in accordance with the provisions of Code §223(d)(1)(B) and Employer has selected HQY as its preferred custodian for Account Holders.

1.2 ERISA. It is the intent of the Parties that HSAs will (i) not be administered as, or otherwise considered, an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 as amended ("ERISA"), and (ii) not be a part of the HDHP. The assets held in custody by HQY in HSAs, or in connection with HSAs, shall not be plan assets subject to the provisions of ERISA. In order to avoid the implication that Employer has fiduciary obligations with regard to HSAs and other ERISA implications, Employer agrees to limit its involvement with HSAs in accordance with DOL FAB 2006-02, and Employer will take no action that will or could arguably cause an HSA to become subject to ERISA.

1.3 Direct relationship with Account Holders. HQY provides HSA custodial services directly to Account Holders, subject to applicable federal and state laws and regulations, and pursuant to the terms of a Custodial Agreement that governs the relationship between HQY and each Account Holder. Custodial services are overseen by the IRS and other regulatory authorities, and are not subject to Employer's oversight. Employer is not a party to the Custodial Agreement or a third-party beneficiary thereof, and nothing in this Agreement will affect, modify, or amend the terms governing the services provided by HQY to Account Holders or to account holders in general.

1.4 GLBA. HQY and HSAs are subject to the privacy and security protections of the Gramm-Leach-Bliley Act and applicable state laws (collectively, "GLBA") and HQY is required by GLBA to safeguard each Account Holder's nonpublic personal information ("NPI"), which includes information HQY collects or generates in the course of offering custodial services to an Account Holder, including Account Holder information collected by Employer and transmitted to HQY pursuant to the Agreement. HQY may disclose NPI to Employer only when permitted under GLBA. For the avoidance of doubt, Personal Information provided by or through an employer, health plan or health insurer to HQY (in its capacity as an HSA custodian) for HSA-related purposes is not provided as a plan service under the BAA (as defined below). Rather such Personal Information constitutes account information subject to GLBA and is not considered HIPAA protected health information ("PHI").

1.5 HIPAA and integrated claims. Account Holders often desire to view and use adjudicated medical, dental, vision, pharmacy, and/or behavioral health claim information (including data that would constitute protected health information in the hands of a covered entity or business associate) ("Claims Data") in connection with their HSAs for convenient payment, reimbursement, current and long-term distribution substantiation, and other tax or personal recordkeeping purposes. Likewise, employers often seek to facilitate the sharing of such information with HSAs to enhance the value of HSAs for their employees. If Employer elects the optional feature whereby Claims Data are integrated with HSAs, HQY, operating as a business associate under the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, and the regulations promulgated thereunder (together, "HIPAA") (and not in its capacity as a custodian of HSAs) and in accordance with the Business Associate Agreement that is linked and incorporated into the Agreement (the "Business Associate Agreement"), will (i) receive and maintain Claims Data from Employer's health plan, health insurer, or third party administrator; (ii) receive and process individual authorizations from Account Holders which permit disclosure of Claims Data to their respective HSAs; and (iii) disclose to the appropriate HSAs the Claims Data of Account Holders who have executed authorizations permitting such disclosure. Any Claims Data displayed on the HQY Portal for HSA related purposes are displayed pursuant to an authorization, not as a plan service subject to the terms of the Business Associate Agreement.

1.6 HIPAA and custodial services. Except as set forth in Section 1.5, data received by HQY in connection with its administration of HSAs will be received by HQY in its capacity as a custodian, and not as a business associate. Such data will be subject to the privacy and security protections of GLBA.

2 HSA opening and maintenance.

2.1 Eligibility file. From time to time, Employer will (directly or through an agent) either send an electronic file or upload to

HQY's website (each, an "Eligibility File") information pertaining to: (i) employees who have submitted HSA applications through Employer's benefits enrollment system and instructed Employer to open HSAs on their behalf, or (ii) employees for whom Employer is requesting that HSAs be opened without the employees' affirmative consent.

2.2 HSA opening and maintenance. Based on the information provided in an Eligibility File, and subject to federal customer identification and "know your customer" requirements and restrictions (as defined by the USA PATRIOT Act), HQY will open and maintain HSAs for Account Holders under the terms of the Custodial Agreement.

2.3 Employee disassociation. Employer will include on the Eligibility File the name and termination date of any Account Holder who (i) has terminated employment with Employer, or (ii) is no longer eligible to contribute to an HSA. Upon receipt and processing of such updated Eligibility File, or a notice provided by an Account Holder, HQY will promptly disassociate the Account Holder from Employer in its systems.

2.4 Escheatment. HQY will be responsible to the Account Holder for HSA related escheatment as part of its custodial obligations.

3 Contributions.

3.1 Sending of funds. Employer will forward Employer contributions, Account Holder payroll reduction contributions, and other contributions (such as those associated with a wellness program) to HQY as soon as administratively feasible and in a form and format agreed upon by the Parties. During the term of the Agreement, HQY shall be the exclusive administrator and custodian of HSAs to which Employer makes payroll reduction contributions.

3.2 Allocation file. Simultaneously with (or prior to) funds transmission, Employer will send information to HQY via an electronic file or through HQY's website that indicates how contributions should be allocated to Account Holders' HSAs, and will cooperate promptly and fully with HQY in connection with all required reconciliations or error corrections. HQY will have no liability for any file or funds not received by HQY, for any delay in transmitting funds, or for any error in allocating contributions to HSAs in reliance on data or instructions provided by Employer.

3.3 Posting to HSAs. HQY will post contributions to HSAs within a commercially reasonable time after receipt of the allocation file and good funds.

3.4 Accelerated contributions. If Employer elects the optional Balance Booster®™ feature, it will be provided in accordance with Schedule A-1 to this HSA Schedule (fee schedule included on the Schedule).

3.5 Non-forfeitability of Employer contributions. Employer contributions to HSAs are non-forfeitable and subject to rules restricting recoupment described in IRS Notice 2008-59, Q/A 23-25 and any relevant letters or guidance provided by the IRS.

4 Term; Termination for convenience.

4.1 Term. The term of this Schedule shall begin on the Order Form Effective Date and continue through and including the Order Form Term (the "Initial Term"). This Schedule will thereafter automatically renew for additional 12 month terms unless either Party terminates this Schedule in accordance with Section 4.2. HQY may, in its sole discretion, continue to provide health savings account services to Account Holders if this Schedule is terminated for any reason. Notwithstanding the foregoing, if the entire Agreement is terminated at any time, the term of this Schedule shall terminate as of the date on which the entire Agreement is terminated.

4.2 Termination for convenience. Following the Initial Term, either Party may terminate this Schedule at any time, subject to providing 90 days' prior written notice.

5 Fees.

Employer agrees to pay the fees set forth below, except to the extent that Employer instructs HQY to charge the fees to Account Holders. The fees described in this Section 5 are in addition to fees charged directly to HSAs and other compensation that HQY receives on account of HSAs, as further described in the Custodial Agreement.

5.1 One-time implementation fee.

Item	Fee
Project management; Creation and execution of test plan; Coordination of marketing materials (not-including customization); Sales support and training	Set forth in Order Form or provided by health plan, retirement plan recordkeeper, or other administrative entity

5.2 HSA maintenance fees.

If Employer undertakes to pay account maintenance or other fees for Account Holders, it will remain obligated to pay such fees so long as such Account Holder is not disassociated from Employer. Account Holders are the primary obligor

for the payment of fees, and if Employer ceases to pay such fees, they will be charged to Account Holders. The monthly maintenance/administration fees for the Services under this Schedule shall be as set forth in the Order Form.

5.3 Fees charged to Employer for atypical transactions.

Item	Fee
Insufficient Funds for Contribution (e.g., failed ACH; bounced check)	$20/ transaction
Employer Contribution Refund Request	$20/ transaction
Manual Contribution Processing	$20 per event (no fee if instructions are submitted online or via electronic file)
Funding via ACH debit, PPD/direct deposit, checks	Free
Funding via Wire/ACH push	$350 per year (unless Employer has 1,000 eligible employees or 500 accounts, in which case, the $350 fee is waived)
Premium-only plans	$250

5.4 File integration fees.

File integration enhances the overall experience through automating the way data is passed to HQY in connection with eligibility, payroll, and claim integration. File integration is available only if the applicable minimum threshold is met.

File types	Benefit eligible employee minimum threshold per file	Implementation fee per file
HSA contribution file	0	None
Eligibility file	1,000	None
Claims file	1,000	None

- Pre-approved files which meet a specific criteria as outlined on the integrated file list will not incur an implementation fee. Custom files may incur an implementation fee not to exceed $2,500 per file. Employer's Implementation Manager or Account Manager can discuss exceptions.
- All data sources must be engaged 90 days prior to the requested file's go-live date. Employer is responsible for introducing HQY to the data source contact. HQY will confirm the data source is able to pass the file in either HQY's standard format or an existing format HQY already receives from that data source. If a new mapping is required or an existing mapping has to be altered, the scope must be estimated and all applicable costs must be agreed upon before HQY will proceed.
- HQY must have clean test files with valid test data from the data source a minimum of 30 days prior to the date the file is expected to be live in production (60 days prior to plan year start).
- Benefit eligible employees are determined by taking total benefit eligible population minus any population that will not have access to choose a HQY product (e.g., any excluded employee locations).

5.5 Custom communications and materials.

With respect to any communications or materials that are customized from, or different than, HQY's standard communications and materials, the Parties will agree to the form and contents of any such communications or materials. HQY may charge a fee of $250/hr for such customization work, unless authorized personnel of the Parties agree to a different fee in writing.

(SCHEDULE A)

Schedule A-1

Accelerated Contributions (Balance Booster®™)

This Schedule A-1 shall be incorporated into the Agreement and Schedule A - Health Savings Accounts (HSAs) only if selected in the Agreement or relevant Order Form.

The Parties desire to enable Employer to make contributions to HSAs outside of the normal contribution cycle pursuant to HQY's program known as HSA Balance Booster®™ (the "Program"). This Schedule A-1 to the HSA Schedule (this "Schedule A-1") sets for the terms and conditions by which HQY will administer the Program.

1 The program.

1.1 Setup. Prior to initiating the Program and in advance of each calendar year, HQY shall provide a planned contribution file form (the "Planned Contribution File Form") to Employer. Employer will complete the form in accordance with HQY's instructions and the standard file specifications provided to Employer by HQY from time to time, setting forth the then-available features and options of the Program. The Program shall be designed, implemented and administered in accordance with the elections made in the Planned Contribution File Form delivered to HQY by Employer. HQY shall rely on the Planned Contribution File Form delivered by Employer in developing the systems and platform for the administration of the Program. Once delivered to HQY, the Planned Contribution File Form shall be an irrevocable election by Employer (for the calendar year identified in the form) for HQY to design, implement and administer the Program in accordance with elections made therein. HQY shall have no responsibility for liabilities, penalties, or claims that result from Employer's failure to provide timely and accurate Planned Contribution File Forms. Employer will deliver the Planned Contribution File Form to HQY at least weekly or in conjunction with the Eligibility File if an Account Holder must be added or removed from participation in the Program or the Annual HSA Balance Booster Amount of an Account Holder must be changed. "Annual HSA Balance Booster Amount" shall mean, with respect to each Account Holder, the dollar amount of planned HSA contributions Employer shall make available to such Account Holder as a contribution to such Account Holder's HSA outside of the normal contribution cycle through the Program in a calendar year as conclusively set forth on the Planned Contribution File Form delivered to HQY by Employer from time to time. Employer shall promptly reimburse HQY for any costs incurred by the HQY as a result of any inaccurate, incomplete or erroneous data included in the Planned Contribution File Form. Employer shall provide HQY with timely, accurate and complete information regarding the methodology used by Employer to determine each Account Holder's Annual HSA Balance Booster Amount as well as where Account Holders may locate information regarding Employer's policies and procedures relating to the Program Information (collectively, "Program Information") in accordance with HQY's instructions and the standard file specifications provided to Employer by HQY from time to time. HQY will reasonably assist Employer in disseminating Program Information to Account Holders through the development of educational materials and when contacted by Account Holders regarding the Program.

1.2 Prefund Account. Employer shall fund a non-interest bearing account maintained by HQY from which all Advance Contributions (as defined below) shall be made (such account, the "Prefund Account"). Employer shall maintain a balance in the Prefund Account of not less than 4% of the aggregate Advance Available Amount of all Account Holders or such other amount as determined by mutual agreement of HQY and Employer from time to time (the "Required Amount"). HQY shall generate a bi-weekly invoice setting for the amount to be funded by Employer to replenish the Prefund Account to the Required Amount and reimburse HQY for any amounts advanced to the Prefund Account by HQY in respect of requested Advance Contributions made in excess of the available balance of the Prefund Account, which such amount shall be funded by Employer within 2 days of receipt of the invoice in accordance with the directions set forth therein. Notwithstanding anything to the contrary contained herein, HQY shall not be required to administer any Advance Contributions under the Program, if the balance of the Prefund Account is less than a requested Advance Contribution. If upon the termination or non-renewal of this Agreement there are any funds in the Prefund Account, HQY shall transfer such funds to an account designated to HQY by Employer in writing.

1.3 Administration.

(a) Subject to the terms and conditions of this Schedule A-1 and pursuant to the Program, HQY shall administer the making of contributions by Employer to Account Holders' HSAs outside of the normal contribution cycle established by Employer (any such contribution, an "Advance Contribution"). The Program shall be initiated on a date mutually agreed to by HQY and Employer and shall run on a calendar year basis. Each Advance Contribution shall be funded from the Prefund Account and shall reduce the balance of the Prefund Account on a dollar for dollar basis.

(b) Pursuant to the Program, each Account Holder may cause Employer to make an Advance Contribution from time to time to such Account Holder's HSA in an amount up to such Account Holder's Annual HSA Balance Booster Amount less any contributions made to such Account Holder's HSA by Employer (including any Advance Contributions) in the then current calendar year (such amount from time to time, the "Advance Available Amount"). In connection with any requested distribution by an Account Holder (whether via debt

card, direct payment request to a service provider, direct distribution of funds held in the HSA to the Account Holder or otherwise) an amount of the Advance Available Amount equal to (a) the amount of such requested distribution, less (b) the then existing cash balance in such Account Holder's HSA, shall automatically be contributed to the Account Holder's HSA by Employer from the Prefund Account and applied to such requested distribution if (i) the amount of such requested distribution is greater than the then existing cash balance in such Account Holder's HSA, (ii) such Account Holder's HSA investment balance is zero or less, and (iii) the amount of such requested distribution is less than, or equal to, the sum of (aa) the then existing cash balance in such Account Holder's HSA, and (bb) the Advance Available Amount.

(c) Following any Advance Contribution to an Account Holder's HSA, HQY shall first apply any regularly scheduled payroll contribution (whether an "employer contribution" or "employee contribution") to be made by Employer to such Account Holder's HSA to the Prefund Account, rather than such Account Holder's HSA, until the amount applied to the Prefund Account is equal to the aggregate amount of Advance Contributions made to the Account Holder, without duplication. Once an amount equal to the Advance Contribution made to such Account Holder's HSA has been funded to the Prefund Account, any and all additional payroll contributions shall be included in the Account Holder's HSA. For the avoidance of doubt, any contribution made by an Account Holder or a third party to the HSA by personal check or electronic funds transfer drawn will not be applied to the Prefund Account to offset outstanding Advanced Contributions.

1.4 Reporting. HQY shall make available to Employer regular reporting regarding the Program.

1.5 Employer Representative. Employer shall designate at least one authorized employee who has familiarity with Employer's HSA program that shall be HQY's primary point of contact in connection with the administration of the Program.

2 Employer's other responsibilities and acknowledgments.

2.1 Employer shall ensure that each Planned Contribution File Form sent to HQY is timely, accurate, complete, and free of errors HQY shall not be liable for making a contribution to individuals who were erroneously designated by Employer as eligible to participate in the Program.

2.2 Employer shall notify HQY of new and terminated Account Holders, as well as any changes in Annual HSA Balance Booster Amounts. For terminated Account Holders, Employer will provide an Annual HSA Balance Booster Amount of zero (0) so that no further Advanced Contributions will be made. HQY is not liable for Advanced Contributions made after a termination date but prior to receipt of the update of the Annual HSA Balance Booster Amount to zero (0).

2.3 Employer shall be liable for any outstanding Advanced Contributions for Account Holders and terminated Account Holders. Employer shall determine its policy for seeking any repayment of outstanding Advanced Contributions. HQY will not be responsible for notifying or collecting from Account Holders any amount of the Advance Contributions.

2.4 Employer expressly acknowledges and agrees that (a) no services or communications provided by HQY in connection with the matters contemplated by this Schedule A-1, whether such services or communications where performed or provided before or after the implementation of the Program or execution of the Agreement, may be construed as tax, legal or financial advice, (b) Employer has consulted professional advisors in connection with the matters contemplated by this Schedule A-1, including without limitation the design, implementation and administration of the Program and recoverability of Advance Contributions, (c) HQY shall have no responsibility for collecting any Advance Contributions made to any Account Holder, and (d) Advance Contributions made to an Account Holder's HSA are not subject to forfeiture or claw back.

3 Fees.

The following fees shall be paid by Employer in connection with the Program.

- Implementation and maintenance fees.

Item	Fee
Setup Fee – First year program implementation*	$1,000
Annual Fee - End of each calendar year	$500
* Any Program customizations (e.g., Balance Booster Enrollment file, communications) requested by Company will be considered and quoted on a case-by-case basis.	

- Ongoing administration fees. Unless otherwise set forth herein, the fees for the Services under this Schedule shall be as set forth in the Order Form.

3.1 Other compensation.

Employer funds associated with the Program (including pre-funding) are deposited in an omnibus processing account with a federally insured financial institution until the funds are contributed to HSAs as defined by the Program. The account is titled “HQY Omnibus Account for the Benefit of Employers” (or similar title) and is subdivided as HQY determines appropriate to maintain separate records for each employer. Interest, if any, accrued in the account is retained by HQY as part of its compensation for administering the Program.

Schedule B
Reimbursement Arrangements (RAs)

This Reimbursement Arrangements (RAs) Schedule to the Agreement sets forth the services provided for HRAs, FSAs, and DCRAs (each defined below), and is incorporated into and made a part of the Agreement. Capitalized terms used in this RA Schedule, but not defined herein, shall have the meanings ascribed to them in the Terms and Conditions to the Agreement.

1 Clarification of roles, relationships, and applicable law.

1.1 Roles and Relationships. Employer, operating as the sponsor of a health plan, "plan administrator" and "fiduciary" within the meaning of the Employee Retirement Income Security Act of 1974, as amended, desires to provide certain health related reimbursement arrangements and/or other work-related benefits to its eligible employees ("Participants"). HQY provides third party administration ("TPA") services for health reimbursement arrangements as defined in IRS Notice 2002-45 ("HRAs"), health flexible spending arrangements as defined in 26 USC § 125 and the regulations thereunder ("FSAs"), dependent care assistance programs as defined in 26 USC § 129 and the regulations thereunder ("DCRA"), and limited-purpose FSAs and post-deductible HRAs (each within the meaning of Rev. Rul. 2004-45).

1.2 Directed TPA. HQY shall operate as a directed third party administrator ("TPA") under the Agreement and this Schedule, and not as a plan administrator, plan fiduciary, or claims fiduciary. As such, Employer shall be responsible for the proper administration of the plan, the direction of HQY's activities in accordance with the plan documents, compliance with legal requirements applicable to the plan and its administration, and ensuring that the TPA services are accurately reflected in the plan documents.

1.3 HIPAA. Unless otherwise indicated, Participant data disclosed to or held by HQY under this Schedule is governed by or subject to the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, and the regulations promulgated thereunder (together, "HIPAA"). As such, HQY shall operate as a business associate (as defined by HIPAA) to Employer or its health plan in the provision of TPA services to the plan. Participant data is considered HIPAA protected health information ("PHI") and subject to the protections set forth in the Business Associate Agreement entered between HQY and Employer, limited by applicable record retention requirements imposed by the IRS for tax advantaged accounts and arrangements.

2 Term; Termination for Convenience.

2.1 Term. The term of this Schedule shall begin on the Order Form Effective Date and continue through and including the Order Form Term (the "Initial Term"). This Schedule will thereafter automatically renew for additional 12 month terms unless either Party terminates this Schedule in accordance with Section 2.2. Notwithstanding the foregoing, if the entire Agreement is terminated at any time, the term of this Schedule shall terminate as of the date on which the entire Agreement is terminated.

2.2 Termination for Convenience. Following the Initial Term, either Party may terminate this Schedule at any time, subject to providing 90 days' prior written notice.

2.3 Suspension of Performance; Other Termination. The Parties acknowledge and agree that Employer's failure to pay the Fees for the TPA services when such Fees are due shall constitute a material breach of this Agreement and in addition to any other rights HQY has when such amount is due HQY may at its election, and without waiving its right to payment, cease performing services under this Schedule until such Fees are paid or terminate the Agreement or this Schedule.

3 HQY duties.

Plan setup	• Provide a plan setup worksheet for Employer to choose among certain features and options, subject to availability on HQY's system. • For HRAs, provide a Summary of Benefits and Coverage (SBC) template to Employer, along with sample language. • Optional: Provide a basic plan document template to Employer, based on, among others, the features and options chosen. Such template is not customizable. Limitations • Employer is responsible for legal review and adoption of the plan in accordance to the requirements of applicable law.

	• HQY will not provide legal advice as to which options or features Employer may wish to implement or with respect to compliance with applicable law.
Enrollment	• HQY will instruct Employer on how to provide timely accurate and complete enrollment information (via file or portal). • Once such information is received, HQY shall send the welcome kit and debit card (if elected and available). The debit card may be sent under separate cover (if elected). • HQY is not responsible for sending privacy policies or notices related to reimbursement arrangements.
Recording contributions	• If DCRA is elected as a service, Employer shall provide HQY with each Participant's DCRA elections, the corresponding payroll data, and any Employer contributions, so that HQY can create a proper account balance for the DCRA. DCRA payments are not released until funds are credited to the account. • For FSAs, HQY can record payroll contributions based on the payroll frequency provided by Employer.
Individual account management / Member Services	• HQY shall host a Participant accessible website to help Participants manage their Reimbursement Account online where they can, among other activities: a. access their account balance, distribution history, and transaction activities; b. review, enter and pay claims; c. update their email preferences; and d. download account servicing (e.g., distribution request) forms. • The website shall be made available 24/7 except for routine maintenance. Participants must have a computing device that is capable of using secure HTTP (HTTPS) to use the Participants-only area of the website. • HQY shall make available to Participants a 24/7 toll-free number (in the US) to access HQY Member Services Specialists. • HQY shall make available monthly statements to Participants to view and download from the website. There shall be a charge to Participants for paper statements.
Distribution and use of plan funds	• If the Employer elected, HQY shall send to Participants debit cards (debit cards optional), available with health FSAs and limited set of HRA plans) to access Reimbursement Account funds at merchants offering medical-related (including pharmacy, dental, and vision) qualified products and services. Whether the debit card can be used at any particular merchant depends on the merchant's coding under the debit card processing system. • HQY shall make available a directed payment mechanism on the website whereby Participants can direct their funds to be paid to one or more service providers. Participants are solely responsible to: a. provide complete and accurate payee and identification so that payment can be properly credited by the provider; and b. ensure sufficient funds and time for HQY to make such directed payments. • Participants may request distribution of their funds by completing a claim form, together with the documentation required by law. a. All claim forms and supporting documents must be in English, or if not in English, accompanied by an English translation. HQY does not provide translation services.

	b. Participants shall receive distributions via electronic means at no cost to the Participants. Participants who request paper checks will be charged a fee per check. • If applicable thresholds are met, HQY shall provide a mechanism to securely receive adjudicated claims files from Employer's health plan(s). HQY shall populate Participants accounts with the claim data so that Participants may pay the patient responsibility portion of adjudicated claims directly from the account. • If Participant's account balance is insufficient to pay all claims, debit card transactions will take priority over the competing demand for funds, followed by directed payments. • HQY will attempt to auto-substantiate card transactions using IRS approved methods. If auto-substantiation cannot be achieved, HQY will send a notice to Participant at 30 and 90 days after debit card use asking for documentation. • HQY does not turn off debit cards for failure to substantiate transactions, without a prior written directive from Employer. Employer is responsible for determining how to handle collection from Participants of any amounts that the Participant has not substantiated.
Participant education	• HQY shall make information available, either directly or through the health plan, to help Participants save and spend their account balances. This may include Employer specific educational programs and e-mail based messaging (subject to HQY having accurate e-mail addresses for e-mail distribution).
Reports to Employer	• HQY shall make reports available to Employer that include a summary roll-up of account transactions, a funding ledger, and claims detail, including overpayments.
Escheatment	• HQY will return unassociatable or unused funds related to plan or program services to Employer who shall be responsible for compliance with escheatment obligations (if any). If Employer is not able to, or declines to, accept returned funds, then Employer agrees that HQY will be entitled to the funds as part of its overall compensation for services. If HQY is not able to locate Employer, then HQY (the holder) will comply with applicable state unclaimed property laws regarding the funds, which may require HQY to escheat funds in the name of Employer (the owner) to the relevant state.
Non-discrimination testing	If Employer elects this service by providing written notice to HQY, HQY will run the test through a third party tool using the data provided by Employer. The tool provides basic recommendations for high-level plan adjustments to be made in order to keep the plan from being discriminatory. Employer considers the feedback and alters the plan accordingly. Employer is responsible for plan design and compliance. HQY does not monitor plan compliance matters.

4 Employer duties.

Program setup	• Complete a plan setup worksheet for Employer to choose among certain features and options, subject to availability on HQY's system.
Designate contact	• Designate at least one employee as the primary contact who has familiarity with the Employer's benefits offering; the contact shall provide HQY with advance notice before any changes to the Employer's benefits offering become effective; the contact shall also be available to consult with HQY from time to time as reasonably necessary for HQY to provide the services described herein. For the avoidance of doubt, no change shall become effective unless and until accepted and programmed by HQY.
Prepare and distribute materials	• Ensure compliance with all requirements of ERISA, the Internal Revenue Code, and other applicable law, including maintaining plan documents and the preparation, distribution, and review of Summary Plan Description, Summary of Benefits and Coverage, and any other program materials to Participants.

Eligibility and contribution Data	• Ensure that all eligibility and contribution data files that are sent to HQY or data entries made on HQY's system are timely, accurate, complete, and free of errors. • HQY will not be responsible for any liabilities, penalties, or losses due to data or information that is untimely, inaccurate, otherwise invalid. Employer shall pay HQY for all costs due to any inaccurate, incomplete or erroneous data. For example, if Employer enrolls individuals who are not eligible to participate in a Reimbursement Account, Employer shall pay HQY for (i) time and materials to collect any disbursements already made to such individuals (if legally permitted); (ii) notifications to affected individuals; and (iii) debit card cancellation fees. The monthly fees for such ineligible individuals are (a) still payable if not already paid, or (b) if paid, are not refundable or creditable against future invoices.
Claim data	• Ensure that its health plan(s) provide claim files that are timely, accurate, complete, and free of errors. • If disbursements are made because Employer or its delegates have provided information that is untimely, inaccurate, incomplete, or otherwise erroneous, Employer agrees that HQY is not responsible for recovering the funds from any payee.
Payment of claims invoices	• Employer is responsible for paying claim invoices. • If Employer does not pay an invoice, then HQY may take appropriate remediation efforts, such as (i) deactivating cards or (ii) terminating services.
Funding	• Employer shall timely provide to HQY all benefit claims funding amounts (including any pre-funding needed). Employer acknowledges and agrees that all benefits claim pre-funding amounts submitted by Employer to HQY: (i) shall be comprised of Employer's general assets; (ii) does not consist of Plan assets within the meaning of ERISA, without regard to whether ERISA applies, and is not otherwise subject to any restrictions; and (iii) shall not be segregated or set aside in a trust or escrow account by HQY. Employer agrees to pay HQY the entire amount delivered, or deliverable, to participants in all Plans or programs, regardless of whether Employer collects sufficient payroll deductions from Employer's participants. • Employer shall be solely responsible to ensure proper funding under the Agreement. • If it is determined that the amount of prefunding requested from the Employer is not sufficient, HQY may request additional prefunding.
Legal compliance	• Employer is responsible for compliance of its Plan with Applicable Law, including, without limitation, the review and approval of HQY's form documents and templates, and HQY's administration process as they relate to the Services provided with respect to the Plan.

5 **Fees.** Unless otherwise set forth herein, the fees for the Services under this Schedule shall be as set forth in the Order Form. Employer has reviewed the fees and the compensation that HQY receives for these Services and determined that the compensation HQY receives is reasonable for the services it provides. Employer has further determined that each of the services is necessary for the establishment and maintenance of the RAs.

- PPPM means per participant per month. HQY may give volume discounts based on Employer's account total. Fees are set at initial enrollment based on account volume. The Monthly Administration PPPM may be reset annually each February based on its ending January account volume.
- HQY charges only one PPPM fee even if a Participant has more than one FSA and/or HRA. This does not apply to an LPFSA coupled with an HSA.
- For FSAs and HRAs, Employer will provide HQY with enrollment and full health plan claims data for the groups electronically on a regular basis. This provision does not apply to non-integrated FSA / HRA / DCRA.

- All plan or account related fees, surcharges, or taxes imposed by law on the operation of the plan (e.g., MA Health Safety Net) will be invoiced to the Employer (i.e., plan sponsor). Timely payment of this amount is a condition precedent to services.
- With respect to provision of cards, if Participants are provided with cards by HQY in the provision of the Services, the first three (3) cards are provided at no charge and any additional cards are provided at a charge of $5 each card.

5.1 Implementation Fees.

Fees, if any, for implementation, project management, creation and execution of test plan, coordination of marketing materials (not-including customization), and sales support and training, shall be specified on the Order Form.

5.2 File integration fees.

File integration enhances the overall experience through automating the way data is passed to HQY in connection with eligibility, payroll, and claim integration.

File types	Benefit eligible employee threshold per file	Implementation fee per file
FSA deduction file	0	None
Eligibility file	1,000	None

5.3 Custom communications and materials.

The Parties will agree to the form and contents of any custom communications or marketing materials and the fees associated therewith, which may change from time to time.

5.4 Other compensation.

Employer funds associated with the administration of HRA/FSA services (including pre-funding) are deposited in an omnibus processing account with a federally insured financial institution, titled "HealthEquity Omnibus Account for the Benefit of Employers" (or similar title). The account is not treated as a plan asset and is subdivided as HQY determines appropriate to maintain separate records for each employer. Funds deposited in the omnibus account are held in that account until benefit payments are made and the payments clear. Omnibus account balances earn interest at a rate determined by the depository institution (such earnings are referred to as "float earnings"). Float earnings are used first to pay fees associated with the account. HQY will retain any float earnings that remain after such fees are paid as part of its compensation for Services. If fees associated with the account exceed float earnings, HQY will be solely responsible for paying the excess over float earnings. HQY will provide information regarding float earnings as the Employer may reasonably request for the purpose of evaluating the reasonableness of HQY's compensation.

6 Debit Cards. If Employer elects to offer a card program in connection with its Plan, HQY will administer the debit card as follows:

6.1 **Provision of Cards**. HQY will provide debit cards ("Card" or "Cards") to each participant. Depending on the program, additional Cards may be provided upon request for use by the participant's spouse and/or dependents who are over 18 years of age, subject to charges (if any) set forth in the Agreement.

6.2 **Card Services**. HQY will update participant records, maintain account balance and deposit information, activate and deactivate Cards, respond to participant inquiries and provide appropriate notices of actions taken with respect to the Card.

6.3 **Payments**. Card transactions will be withdrawn against a participant's account and Employer shall reimburse HQY according to terms of Employer's funding arrangement or as otherwise agreed, as applicable.

6.4 **Improper Card Usage/Fraud**. Employer shall notify HQY immediately if Employer suspects or confirms any inappropriate or fraudulent Card usage. HQY will take reasonable action to investigate and resolve improper Card transactions that it becomes aware of in accordance with applicable law and regulations (e.g., by offsetting the ineligible expense against a proper expense). HQY may suspend a participant's Card until such issue is resolved. If HQY cannot correct the improper use, it will notify Employer and Employer shall be responsible to correct the transaction by adopting such measures as are required by applicable law and regulations.

6.5 **Lost or Stolen Cards**. HQY agrees to cancel, as soon as reasonably practicable, a participant's Card when the Card is reported as lost or stolen. HQY is not responsible for any transactions that occur prior to the request to cancel is received unless otherwise required in the applicable cardholder agreement.

6.6 **Termination or Ineligibility**. HQY will deactivate a participant's Card as soon as reasonably practicable after receipt of notice from Employer that a participant has been terminated or is no longer eligible to participate under the Plan.

HQY is not responsible for any transactions that occur prior to the request to terminate is received.

6.7 **Data Hosting; Right to Use Data**. All Card data resides on servers owned by or operated on behalf of HQY's service providers. Employer grants HQY and its service providers the right to receive, process and use such data to administer the Card program and provide related services to Employer and its participants, as well as the right to derive and use aggregate and statistical de-identified data obtained therefrom.

6.8 **Grant of License**. If applicable per the service agreement, Employer grants HQY and its service providers a non-exclusive, non-transferable, royalty-free license to use Employer's trademarks in connection with the Card program, in the forms and formats approved by Employer in connection with (i) the Card, (ii) periodic statements and (iii) participant communications regarding their accounts. The name of the financial institution that issues the Card, a website Uniform Resource Locator (URL) and a customer service phone number will be printed on each Card.

Schedule C
Commuter Benefits

HQY provides commuter benefits services through HQY's Affiliate, HealthEquity Commuter Services, Inc. ("**HCS**"). This Commuter Benefits Schedule to the Agreement sets forth the terms pursuant to which HCS will provide administration services for qualified transportation fringe benefits (as described in 26 USC 132(f)) that Employer offers to its eligible employees (the "Commuter Benefits"),and is incorporated into and made a part of the Agreement. Notwithstanding anything in this Schedule to the contrary, HQY (or any of its other Affiliates) may provide any portion of the Commuter Services in place of HCS.

1 HCS Duties.

Plan setup	• Provide an implementation questionnaire plan for Employer to choose among certain features and options, subject to availability on HCS's system. • Complete all required setup on the applicable platforms. Limitations • Employer is responsible for the review and compliance of the Commuter Benefits with applicable law. • HCS will not provide legal advice as to which options or features Employer may wish to implement or with respect to compliance with applicable law.
Eligibility	• Instruct Employer on how to provide timely accurate and complete eligibility information. • Employer must provide eligibility according to the standard file specification for Commuter Benefits.
Ongoing administration	• HCS shall administer the Commuter Benefits using the applicable platform. • As part of the monthly services, HCS will: a. Provide a website through which members may place orders and review account details. b. Process eligibility files. c. Process and fulfill monthly commuter orders. d. Prepare payroll export file and monthly funding report. e. Process eligible reimbursement payments for cash reimbursement accounts.
Customer service	• HCS shall make available to members and staff a toll-free number (in the US) to access its Commuter Benefits service center. • Provide standard member communication materials in electronic format.
Management reports	• HCS shall provide online downloadable management reporting to Employer.
Escheatment	• HCS will return unassociatable or unused funds related to plan or program services to Employer who shall be responsible for compliance with escheatment obligations (if any). If Employer is not able to, or declines to, accept returned funds, then Employer agrees that HCS will be entitled to the funds as part of its overall compensation for services. If HCS is not able to locate Employer, then HCS (the holder) will comply with applicable state unclaimed property laws regarding the funds, which may require HCS to escheat

	funds in the name of Employer (the owner) to the relevant state.

2 Employer Duties.

Plan setup	• Employer to complete an implementation questionnaire plan for Employer to choose among certain features and options, subject to availability on HCS's system.
Designate contact	• Employer shall designate at least one employee as the primary contact. • The contact must have familiarity with Employer's commuter benefits offering; the contact shall provide HCS with advance notice before any changes to the Employer's commuter benefits offering become effective; the contact shall also be available to consult with HCS from time to time as reasonably necessary for HCS to provide the services described herein. For the avoidance of doubt, no change shall become effective unless and until accepted and programmed by HCS.
Provide data	• Employer shall be responsible for providing accurate, complete and timely data, including delivery addresses for fulfillment of fare media if Employer has assumed sole responsibility for control of addresses. • HCS shall not be responsible for transit or other orders mailed to Employer-provided addresses that are inaccurate or otherwise invalid.
Eligible employees	• Employer shall notify HCS, or its designate, of new and terminated eligible employees according to the standard file specification. • A custom setup fee may apply if Employer cannot provide the data in the standard file specification required by HCS, or its designate.
Funding	• Employer is responsible for maintaining appropriate funding in a designated checking account from which HCS will pull on a monthly basis to cover monthly orders. • Employer hereby authorizes and directs HCS to pull the funds via ACH to cover the monthly orders and cash reimbursement payments contemplated herein. • Employer shall timely provide to HCS all funding amounts (including any pre-funding needed). Employer acknowledges and agrees that all benefits claim pre-funding amounts submitted by Employer to HCS: (i) shall be comprised of Employer's general assets; (ii) does not consist of Plan assets; and (iii) shall not be segregated or set aside in a trust or escrow account by HCS. Employer agrees to pay HCS the entire amount delivered, or deliverable regardless of whether Employer collects sufficient payroll deductions from Employer's participants. • Employer shall be solely responsible to ensure proper funding under the Agreement. • If it is determined that the amount of prefunding requested from the Employer is not sufficient, HCS may request additional prefunding.
Legal compliance	• Employer shall have sole responsibility for ensuring that the Commuter Benefits are provided in accordance with applicable law, including the accuracy and sufficiency of documents and notices concerning the Commuter Benefits.

3 Fees. Unless otherwise set forth herein, the fees for the Services under this Schedule shall be as set forth in the Order Form. Notwithstanding the foregoing, upon termination of this Schedule (or the Agreement) by Employer, or upon closure of a commuter account by Employer, HCS (or HQY) may charge an account closure fee of up to $25 per account.

Item	Fee
If Employer makes changes to its eligibility file after implementation has already been performed by HCS, thus requiring implementation to be reperformed, then HCS may charge a fee as specified in this table.	Up to $1,000 if the Employer has 500 benefit eligible employees or fewer at the time of the requested changes

	OR Up to $5,000 if the Employer has >500 benefit eligible employees at the time of the requested changes.

4 Term and Termination.

4.1 Term. The term of this Schedule shall begin on the Order Form Effective Date and continue through and including the Order Form Term (the "Initial Term"). This Schedule will thereafter automatically renew for additional 12-month terms unless either Party terminates this Schedule in accordance with Section 4.2.

4.2 Termination for convenience. Following the Initial Term, either Party may terminate this Schedule at any time, subject to providing 90 days' prior written notice.

5 Debit Card.

If Employer elects to offer a card program in connection with its Plan, HCS will administer the debit card as follows:

5.1 **Provision of Cards**. HCS will provide debit cards ("Card" or "Cards") to each participant. Depending on the program, additional Cards may be provided upon request for use by the participant's spouse and/or dependents who are over 18 years of age, subject to charges (if any) set forth in the Agreement.

5.2 **Card Services**. HCS will update participant records, maintain account balance and deposit information, activate and deactivate Cards, respond to participant inquiries and provide appropriate notices of actions taken with respect to the Card.

5.3 **Payments**. Card transactions will be withdrawn against a participant's account and Employer shall reimburse HCS according to terms of Employer's funding arrangement or as otherwise agreed, as applicable.

5.4 **Improper Card Usage/Fraud**. Employer shall notify HCS immediately if Employer suspects or confirms any inappropriate or fraudulent Card usage. HCS will take reasonable action to investigate and resolve improper Card transactions that it becomes aware of in accordance with applicable law and regulations (e.g., by offsetting the ineligible expense against a proper expense). HCS may suspend a participant's Card until such issue is resolved. If HCS cannot correct the improper use, it will notify Employer and Employer shall be responsible to correct the transaction by adopting such measures as are required by applicable law and regulations.

5.5 **Lost or Stolen Cards**. HCS agrees to cancel, as soon as reasonably practicable, a participant's Card when the Card is reported as lost or stolen. HCS is not responsible for any transactions that occur prior to the request to cancel is received unless otherwise required in the applicable cardholder agreement.

5.6 **Termination or Ineligibility**. HCS will deactivate a participant's Card as soon as reasonably practicable after receipt of notice from Employer that a participant has been terminated or is no longer eligible to participate under the Plan. HCS is not responsible for any transactions that occur prior to the request to terminate is received.

5.7 **Data Hosting; Right to Use Data**. All Card data resides on servers owned by or operated on behalf of HCS's service providers. Employer grants HCS and its service providers the right to receive, process and use such data to administer the Card program and provide related services to Employer and its participants, as well as the right to derive and use aggregate and statistical de-identified data obtained therefrom.

5.8 **Grant of License**. If applicable per the service agreement, Employer grants HCS and its service providers a non-exclusive, non-transferable, royalty-free license to use Employer's trademarks in connection with the Card program, in the forms and formats approved by Employer in connection with (i) the Card, (ii) periodic statements and (iii) participant communications regarding their accounts. The name of the financial institution that issues the Card, a website Uniform Resource Locator (URL) and a customer service phone number will be printed on each Card.

Schedule D
Lifestyle Accounts (LSAs)

1. Employer's Responsibilities.

Employer is the benefit program sponsor and administrator. As such, only Employer has the power to waive, alter, breach or modify any of the terms and conditions of the program ("Program"), and Employer exercises all discretion, control or authority with respect to the disposition of the available benefits. As such, Employer shall:

a. Ensure that the summary Program descriptions, Program documents and any other documentation relating to the Program are appropriately completed, are in compliance with all applicable laws, and are appropriately and timely adopted;

b. Provide HQY with a complete copy of all summary Program descriptions and Program documents for our reference in connection with the provision of Services, which shall, among other things:

- Designate what expenses are eligible for reimbursement under the Program;
- Specify what information must be included on a receipt and/or claim form submitted by a participant to verify whether an expense is eligible under the Program; and
- Designate the frequency of reimbursements made to participants under the Program (e.g., monthly, quarterly, annually).

c. Distribute summary Program descriptions, summaries of material modifications and any other Program documentation to participants on a timely basis;

d. Determine which individuals are eligible to participate in Employer's Program and provide HQY with accurate eligibility data in the prescribed electronic data file format;

e. Provide accurate and timely changes to participant eligibility data, including, but not limited to, information that modifies a participant's eligibility or status (e.g., leaves of absence, termination), in the prescribed electronic data file format;

f. Confirm the initial payroll claim reimbursement test file provided by HQY in a mutually agreed upon file format is compatible with Employer's designated payroll system. If multiple payroll claim reimbursement files are required (e.g., one file per Program if you have multiple Programs), additional fees may apply;

g. Timely retrieve and process the data files made available by HQY from either the HQY website or a designated FTP site;

h. Correct all errors in any data, files or other materials provided to us by you or on your behalf by your third party service providers. HQY do not audit data, files or other information provided by Employer or its third party service providers;

i. Report any reimbursements made under the Program as taxable income for each participant;

j. Timely pay all service fees;

k. Provide participants with any required information if Employer elects to offer Run-Out under its Program. "Run-Out" is the period after the close of the Program period during which a participant may submit claims for eligible expenses incurred during the immediately preceding Program period;

l. Manage access to the employer portal of HQY's website by Employer personnel based upon Employer's internal confidentiality and HIPAA privacy policies and procedures; and

m. Comply with all applicable laws with respect to Employer's Program and make any required filings with the appropriate governmental agencies, including the IRS.

2. Term and Termination.

a. Term. The term of this Schedule shall begin on the Order Form Effective Date and continue through and including the Order Form Term (the "Initial Term"). This Schedule will thereafter automatically renew for additional 12-month terms unless either Party terminates this Schedule in accordance with Section 2(b). Notwithstanding the foregoing, if the

entire Agreement is terminated at any time, the term of this Schedule shall terminate as of the date on which the entire Agreement is terminated.

b. Termination for Convenience. Following the Initial Term, either Party may terminate this Schedule at any time, subject to providing 90 days' prior written notice.

3. HQY's Responsibilities.

HQY has been engaged by Employer to provide certain administration services in connection with Employer's Program(s). Accordingly, Employer have authorized HQY to use its standard procedures for the provision of Services. HQY shall provide its Services in accordance with the framework of policies, interpretations, rules, practices and procedures as set forth in the Program documents, and as otherwise mutually agreed upon or as directed by Employer. HQY shall:

a. Provide Employer with a set of electronic file specifications for the delivery of data to HQY;

b. Process initial and ongoing eligibility data files submitted by Employer or on Employer's behalf by a third party service provider (e.g., payroll provider) in the prescribed electronic data file format;

c. Make a payroll claims reimbursement file available to Employer for download from HQY's website or, if applicable, via a designated FTP site, in a mutually agreed upon electronic data file format on the frequency (e.g., weekly, bi-weekly, monthly) determined by Employer;

d. Process claims received from participants;

e. Administer Run-Out, if applicable, subject to ongoing payment of service fees;

f. Provide Employer with access to HQY's website where Employer may:

- View, access and download standard reports (e.g., eligibility reports, claims activity reports and payroll claims reimbursement reports);
- View individual participant transactions; and
- Access to HQY's online communications gateway and download standard electronic communication material at no additional charge. Customized items may be provided for an additional fee, plus charges for applicable bulk sales, taxes, shipping and handling;

g. Provide client service representatives who are available to answer participant phone calls during HQY's normal customer service hours;

h. Provide participants with 24/7 access (excluding scheduled maintenance) to HQY's website and interactive phone system, where participants can access information regarding their account;

i. Participate in employee education meetings and benefits fairs for an additional charge; and

j. Add Employer's logo and/or name on the participant website upon request.

k. Escheatment. To the extent applicable, HQY will return unassociatable or unused funds related to plan or program services to Employer who shall be responsible for compliance with escheatment obligations (if any). If Employer is not able to, or declines to, accept returned funds, then Employer agrees that HQY will be entitled to the funds as part of its overall compensation for services. If HQY is not able to locate Employer, then HQY (the holder) will comply with applicable state unclaimed property laws regarding the funds, which may require HQY to escheat funds in the name of Employer (the owner) to the relevant state.

4. Fees. Except as otherwise specified in this Section 4, the fees for the Services under this Schedule shall be as set forth in the Order Form.

Schedule E
COBRA Administration Services

HQY provides COBRA administration services through HQY's Affiliate, WageWorks, Inc. ("**WW**"). This Schedule sets forth the COBRA administration services to be provided by WW to Employer and are incorporated into the Agreement. Capitalized terms used in this Schedule, but not defined herein, shall have the meanings ascribed to them in the Terms and Conditions to the Agreement. Notwithstanding anything in this Schedule to the contrary, HQY (or any of its other Affiliates) may provide COBRA Services in place of WW.

Employer has independently concluded that one or more of its group health plans are subject to the provisions of COBRA.

1 Definitions. For purposes of this Schedule, the following definitions are included in addition to those in the Agreement:

1.1 "Administrative User" means an employee of Employer who is authorized to access and use the COBRA Portal to administer COBRA benefits established by or on behalf of Employer.

1.2 "COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and its associated regulations.

1.3 "COBRA Continuant" is a Qualified Beneficiary, or other individual, who has elected COBRA continuation coverage.

1.4 "COBRA Portal" means the WW web-based software applications to which Employer and/or Qualified Beneficiaries are granted access.

1.5 "Covered Employee" means an employee of Employer who is eligible for group coverage under an Employer group health plan.

1.6 "Party" or "Parties" shall have the meaning given to it in the Agreement but shall also specifically include WageWorks, Inc.

1.7 "Qualified Beneficiary" means any individual specified in COBRA who is identified or confirmed by Employer as eligible to receive COBRA continuation coverage under an Employer group health plan.

1.8 "Services" means processing and administration of COBRA benefits by WW for Employer under this Schedule.

2 Relationship.

2.1 The Parties acknowledge and agree that this Schedule is solely between WW and Employer, and is independent of any relationship that either WW or Employer may have with an insurance carrier, third party administrator, benefits administrator, or any other third party. For purposes of this Schedule, the term "Employer" shall mean Employer in its capacity as plan sponsor of one or more group health plans or employee welfare benefit plans.

2.2 The Parties also acknowledge and agree that WW shall have no responsibility for the funding of COBRA premium payments, or the payment of any claims under any of the Employer's group health plans and WW's hereunder are solely those duties specifically undertaken in this Schedule. WW's obligations hereunder are subject to, and contingent upon, Employer's accurate and timely compliance with the duties set forth in Section 4. In all events, Employer is responsible for compliance with COBRA, state-specific continuation laws and all other applicable law, including with respect to all notices, communications, and other documents prepared and distributed by WW, and WW's COBRA administration and state-specific continuation administration processes.

3 WW Duties.

Program setup	a. Conduct a welcome and implementation phone call with Employer to complete a program election questionnaire that includes Employer's COBRA program elections and desired COBRA Portal configurations. b. After all necessary information is received by WW, WW shall complete all required COBRA Portal configuration to match Employer's elections, provided, however, that WW will identify all elections that it cannot configure and work with Employer to resolve the configuration. c. Provide Administrative Users with training on how to use the COBRA Portal.
Employer file integration	d. Educate Administrative User on available methods for Employer to submit data or files to the COBRA Portal, e.g., qualifying event files, Covered Employee files, etc. Available options are: (i) manual entry on the COBRA Portal, (ii) upload a file in an approved format (.csv, .txt, or .xlsx), and (iii) have a third-party benefits administrator send WW a file in an approved format (.csv, .txt, or .xlsx).

Takeover of existing COBRA Continuants	e. Support transition from prior administrator of existing COBRA Continuants who have elected COBRA continuation coverage. f. Send a welcome letter to COBRA Continuants explaining the transition of services to WW, and payment coupons or invoices to COBRA Continuants.
Open Enrollment ("OE")	Open Enrollment Services, generally. During implementation, Employer will be set up with the Partial Open Enrollment service, unless Employer otherwise elects the 'standard' or 'custom' options. If Employer elects the 'standard' or 'custom Open Enrollment service, Employer shall provide written notification to WW of its choice. g. Partial: i. Partial service applies to Employers that mail their own OE materials and process their own OE elections. ii. Employer must advise WW of any required updates utilizing a mutually agreed method (i.e., WW's standard format or an existing format WW already receives). iii. WW will manage adding, updating or terminating plans; carrier and billing updates; and will produce and mail a rate change notice with the updated rates to Qualified Beneficiaries and COBRA Continuants (which, for clarity, includes pending COBRA Continuants) providing the applicable COBRA premium change for the Employer's plan(s)' next determination period. iv. Postage and additional printing fees may apply in some situations and will be disclosed to the Employer. v. For clarity, the Partial service does not include the fulfillment of the OE materials or processing of election forms. h. Standard: Standard OE shall include part (iii) of the Partial OE offering as well as the following: i. WW updates, prints, and mails OE notifications on behalf of the Employer, up to 7 sheets of paper (double-sided), to Qualified Beneficiaries and COBRA Continuants (which, for clarity, includes pending COBRA Continuants). WW will provide carrier and billing updates. ii. Postage and additional printing fees may apply in some situations and will be disclosed to the Employer. i. Custom: Custom OE shall include part (iii) of the Partial OE offering as well as the following: i. WW updates, prints, and mails OE notifications on behalf of the Employer, up to 30 sheets of paper (double-sided), to Qualified Beneficiaries and COBRA Continuants (which, for clarity, includes pending COBRA Continuants). WW will provide carrier and billing updates. ii. Special handling for division-based communications and/or custom inserts. Postage and additional printing fees may apply in some situations and will be disclosed to Employer.
Ongoing monthly administration	j. WW shall provide the following ongoing monthly administration Services, as applicable: 1. Provide a website (the COBRA Portal) through which Qualified Beneficiaries may view program communications, make benefit elections, and process COBRA premium payments; 2. Provide a website (the COBRA Portal) through which Employer may view program information, access reports, and take the following actions: • Allow Employer to manually enter qualifying events; and • View Qualified Beneficiary information, e.g., COBRA election status, communications mailed to the Qualified Beneficiary, and payment history;

	3. Receive and process qualifying event files and, if elected by Employer, General-Notice-of-COBRA-Continuation-Coverage-Rights file; 4. Provide general communications to Qualified Beneficiaries, and provide required notices to Qualified Beneficiaries (subject to receipt of timely and accurate information from Employer); 5. Process COBRA elections received by mail from Qualified Beneficiaries and elections entered by Qualified Beneficiaries on the COBRA Portal, and send COBRA premium payment coupons to COBRA Continuants; 6. Process monthly COBRA premium payments received via mail or via the COBRA Portal; 7. Remit COBRA premium payments monthly to the Employer (or Employer's insurance carrier, if such additional service is elected by Employer); 8. Process COBRA terminations (process includes applicable conversion notifications if Employer's plan allows a conversion policy); 9. Work with Employer and carriers to resolve any escalated issues; 10. Notify carriers of elections, terminations and coverage changes; and Unless expressly stated otherwise in an addendum to this Schedule, WW shall not administer any plan-specific rules that WW determines deviate from the minimum requirements under COBRA.
State-Specific Services	k. If Employer requests for WW to provide state-specific continuation coverage notices, other state-specific continuation services or wishes to offer COBRA benefits to non-qualified beneficiary populations (i.e. domestic partners, parents), Employer will notify WW in writing and, if such state-specific services are offered by WW, a separate, additional, schedule may be provided with additional fees applicable to such schedule. Notwithstanding the foregoing, WW reserves the ability to reject requests to comply with any plan-specific or state-specific requirements if the request would not be reasonably administrable within the parameters of WW's COBRA administration system, as determined by WW in its sole discretion.
Customer service	l. WW shall make available to Qualified Beneficiaries a toll-free number (in the US) to access its COBRA service center. As an accommodation and on a case-by-case basis, and unless otherwise directed by the Employer, WW shall provide reasonable levels of assistance to Qualified Beneficiaries who have questions about or difficulties in obtaining coverage instated or reinstated by calling the applicable Plan or the applicable Plan's insurer. However, in all such cases, Employer is ultimately responsible for the instatement or reinstatement of coverage and for the terms of its Plan(s). WW reserves the right to refer Qualified Beneficiaries to Employer at any time for all questions related to coverage, including instatement or reinstatement of coverage by any insurer of any Plan(s). m. WW shall make available to Qualified Beneficiaries a toll-free fax number (in the US).
Escheatment	n. To the extent applicable, WW will return unassociatable or unused funds related to plan or program services to Employer who shall be responsible for compliance with escheatment obligations (if any). If Employer is not able to, or declines to, accept returned funds, then Employer agrees that WW will be entitled to the funds as part of its overall compensation for services. If WW is not able to locate Employer, then WW (the holder) will comply with applicable state unclaimed property laws regarding the funds, which may require WW to escheat funds in the name of Employer (the owner) to the relevant state.

4 Employer Duties.

Program setup	a. Employer to provide all necessary information that includes Employer's COBRA program elections and desired COBRA Portal configurations, including open enrollment in accordance with Section 3.
Designate contact	b. Employer shall designate at least one employee as the primary contact who has familiarity with the Employer's COBRA benefits program. The contact shall provide WW with advance notice before any changes to the Employer's COBRA benefits program become effective and shall be available to consult with WW from time to time as reasonably necessary for WW to provide the COBRA administration services described herein. For the avoidance of doubt, no change shall become effective unless and until accepted and programmed by WW.
Provide data	c. Employer shall be responsible for providing WW with accurate, complete and timely data. WW's responsibility for sending required notifications to Qualified Beneficiaries and Covered Employees (if elected) is contingent upon Employer providing WW with accurate, complete, and timely information. Employer is responsible for correcting errors in all data sent to WW. d. To the extent that Protected Health Information ("PHI") (as defined in the HIPAA Regulations) is transmitted by Employer to WW or the COBRA Portal, Employer shall make any such transmission in a secure and encrypted manner, and in accordance with HIPAA, and other applicable privacy rules and regulations. e. For any notice required by COBRA to be given to Covered Employees, or Qualified Beneficiaries, Employer shall provide all information required for WW to send the notices on behalf of Employer at least 7 business days prior to the date on which the notice is required to be given under COBRA. All such information must be provided to WW by manually entering the information into the COBRA Portal or by uploading an appropriate file using the required file format (.csv, .txt, or .xlsx). f. Provide plan and rate information for the new plan year at least 60 days in advance of the date on which the updates will become effective. g. WW will not be responsible for any liabilities, penalties, or losses due to data or information that is untimely, inaccurate or otherwise invalid and Employer's indemnification obligations set forth in Section 10.2 of the Agreement shall apply with respect to any Losses asserted or arising from Employer's failure to provide WW with accurate, complete and timely data.
Covered Employees	h. At least once annually, or more frequently if requested by WW, Employer will provide WW with its then current number of Covered Employees.
Employer access	i. Employer shall: (i) notify WW when an Administrative User's access is terminated (i.e. termination of employment; (ii) keep Employer and Employer's Administrative Users' passwords used to access the COBRA Portal confidential and secure; (iii) prohibit Employer and Employer Administrative Users from attempting to gain unauthorized access to the COBRA Portal and all related systems or networks; and (iv) implement prudent management controls with respect to Employer and Employer's Administrative Users' access to and use of the COBRA Portal, which include segregation of duties among multiple Administrative Users and dual approvals for key activities.

5 Fees. Unless otherwise set forth herein, the fees for the Services under this Schedule shall be as set forth in the Order Form and shall be paid by the Employer. WW will invoice Employer directly on a monthly basis.

5.1 Implementation Fees.

Item	Fee
Initial implementation fee	$0 (fee waived)

Employer shall provide a good faith estimate of the total number of COBRA eligibles, which is equivalent to covered lives, during each plan year's open enrollment period and shall, prior to commencement of each plan year, submit a copy of the health insurance invoices (e.g., medical, dental, vision and/or EAP, if applicable) to substantiate the COBRA eligible (covered lives) count. If Employer does not substantiate the COBRA eligible count prior to the commencement of a plan year, the COBRA eligible count shall be increased by 20% over the prior plan year. If the COBRA eligible count changes by more than 20% during a plan year, Employer shall promptly notify WW and provide documentation necessary to substantiate such change. WW shall adjust the COBRA eligible count as of the first benefit month following receipt of substantiation of the change in COBRA eligible count for calculation of fees.

5.2 COBRA Premium Payment Fee; Other Compensation.

a. WW shall be entitled to collect an additional fee equal to 2% of the full COBRA premium amount, or 50% in the event that a COBRA Continuant's COBRA coverage is extended due to a disability determination ("COBRA Premium Surcharge"), for each COBRA Continuant each month. To the extent COBRA premium payments are processed via the COBRA Portal or via mail, WW shall retain the COBRA Premium Surcharge. To the extent the Employer pays or subsidizes all or a portion of the COBRA premium payment, Employer shall pay WW the COBRA Premium Surcharge for all amounts paid or subsidized by Employer.
b. COBRA premium payments are collected and deposited in an omnibus processing account with a federally insured financial institution, titled "WageWorks Omnibus Account for the Benefit of Employers" (or similar title). The account is not treated as a plan asset and is subdivided as WW determines appropriate to maintain separate records for each employer. Funds deposited in the omnibus account are held in that account until COBRA premium payments are either sent to the Employer or remitted to the carrier (if Employer has elected to receive and pay for carrier remission services) and the payments clear. Omnibus account balances earn interest at a rate determined by the depository institution (such earnings are referred to as "float earnings"). Float earnings are used first to pay fees associated with the account. WW will retain any float earnings that remain after such fees are paid as part of its compensation for Services. If fees associated with the account exceed float earnings, WW will be solely responsible for paying the excess over float earnings. WW will provide information regarding float earnings as the Employer may reasonably request for the purpose of evaluating the reasonableness of WW's compensation.

5.3 Open Enrollment Fees. Fees for Open Enrollment Services are as follows:

Open Enrollment ("OE")	Fee
Partial	$8 per rate change notice mailed Plus the applicable annual set up fee set forth in the Order Form.
Standard	$15 per OE packet mailed Plus the applicable annual set up fee set forth in the Order Form.
Custom	$22 per OE packet mailed Plus the applicable annual set up fee set forth in the Order Form.

5.4 Optional Services.

Item	Fee
General Notice of COBRA Continuation Coverage Rights (new hire letter) on form approved by Employer*	$3.00 per notice
State-specific Continuation Coverage Notices on form approved by Employer	As set forth in the applicable schedule referenced for State-specific services in Section 3.
Premium remittance to insurance carriers**	$50 per carrier per month

*If Employer does not opt in to purchase the General-Notice-of-COBRA-Continuation-Coverage-Rights service, but still accesses it and sends it via the COBRA Portal, Employer will be charged a $3.00 fee for each such General Notice of COBRA Continuation Coverage Rights (new hire letter) sent.

All program customizations or special requests (e.g., custom qualifying event file, custom General-Notice-of-COBRA-Continuation-Coverage-Rights file, additional communications, custom reports, special mailings outside of HQY standard communications, etc.) requested by Employer will be evaluated and quoted on a case-by-case basis. Such program customizations and special requests will only be provided after Employer has accepted the quote.

All requests to pull generated materials to prevent mailing will be subject to an additional fee of $7.00 per envelope.

WW reserves the right to pass through increased costs associated with USPS postal rate increases. All costs associated with requests to mail notices overnight or via express mail will be passed on to Employer in addition to cost of time incurred at $250/hour.

5.5 IRS and/or Department of Labor Audits. In the event of an audit by the U.S. Internal Revenue Service or U.S. Department of Labor, all associated time, copying, postage or other costs will be charged to the Employer on a time and expense basis, with time billed at the rate of $150/hour.

6 Term and Termination.

6.1 Term. The term of this Schedule shall begin on the Order Form Effective Date and continue through and including the Order Form Term (the "Initial Term"). This Schedule will thereafter automatically renew for additional 12-month terms unless either Party terminates this Schedule in accordance with Section 6.2. Notwithstanding the foregoing, if the entire Agreement is terminated at any time, the term of this Schedule shall terminate as of the date on which the entire Agreement is terminated.

6.2 Termination for convenience. Following the Initial Term, either Party may terminate this Schedule at any time, subject to providing 90 days' advance written notice.

6.3 In addition to the termination rights set forth in the Agreement, WW may terminate this Schedule upon the occurrence of any of the following:

6.3.1 Misuse of the COBRA Portal;

6.3.2 Failure by Employer to pay fees when due; and

6.3.3 Failure to provide timely, accurate, and complete data in the agreed upon-format.

Schedule F
Direct Billing Services

HQY provides direct billing services through HQY's Affiliate, WageWorks, Inc. ("**WW**"). This direct billing Services Schedule sets forth the direct billing services to be provided by WW to Employer and is incorporated into and made part of the Agreement. Capitalized terms used in this Direct Billing Services Schedule, but not defined herein, shall have the meanings ascribed to them in the Terms and Conditions to the Agreement. Notwithstanding anything in this Schedule to the contrary, HQY (or any of its other Affiliates) may provide direct billing Services in place of WW.

1 Definitions.

1.1 "DB Administrative User" means an employee of Employer who is authorized to access and use the Direct Billing Portal to manage direct billing benefits established by or on behalf of Employer.

1.2 "DB Participant" is an employee or former employee of Employer who Employer has indicated to WW is eligible for direct billing services.

1.3 "Direct Billing Portal" means all web-based software applications to which Employer and/or DB Participant are granted access in connection with the direct billing Services.

1.4 "Services" means direct billing related benefits administered by WW for Employer under this Direct Billing Schedule.

2 Relationship.

2.1 The Parties acknowledge and agree that this Schedule is solely between WW and Employer, and is independent of any relationship that either WW or Employer may have with any insurance carrier, third party administrator, benefits administrator, or any other third party. For purposes of this Schedule, the term "Employer" shall include Employer in its capacity as plan sponsor of one or more group health plans or employee welfare benefit plans.

2.2 Employer acknowledges and agrees that WW's obligations hereunder are subject to, and contingent upon, Employer's accurate and timely compliance with the duties set forth in Section 4. In all events, Employer is responsible for compliance with applicable law (including the Consolidated Omnibus Reconciliation Act of 1985, as amended) and the review and approval of WW's Direct Billing documents and templates, and WW's Direct Billing administration process.

2.3 The Parties also acknowledge and agree that WW shall have no responsibility for the funding of any premium payments on behalf of DB Participants.

3 WW Duties.

Program setup	a. Conduct a welcome and implementation phone call with Employer to complete a program election questionnaire that includes Employer's Direct Billing program elections and desired Direct Billing Portal configurations. b. After the completed and executed program election questionnaire is received by WW, WW shall complete all required Direct Billing Portal configuration to match Employer's elections, provided, however, that WW will identify all elections that it cannot configure and work with Employer to resolve the configuration. c. Provide DB Administrative Users with training on how to use the Direct Billing Portal.
Employer file integration	d. Educate DB Administrative User(s) on available methods for Employer to submit data or files to the Direct Billing Portal, e.g., Direct Bill Import & Changes Specification files. The available options for data submission are: (i) manual entry on the Direct Billing Portal, (ii) upload a file in an approved format (.csv, .txt, or .xlsx), and (iii) have a third-party benefits administrator send WW a file in an approved format (.csv, .txt, or .xlsx).
Takeover of existing DB Participants	e. Support transition from prior administrator of existing DB Participants. f. Send a welcome letter to existing DB Participants explaining the transition of services to WW. g. Send payment coupons to existing DB Participants.
Direct Bill Open	Direct Bill Open Enrollment Services, generally. During implementation, Employer will be set

Enrollment (“DBOE”)	up with the Standard Open Enrollment service, unless Employer otherwise elects the ‘custom’ option. During plan and rate renewal or such other time as directed by Employer, if Employer elects the ‘standard’ or ‘custom’ OE Services, Employer shall provide written notification to WW of such election. h. Partial: i. Partial service applies to Employers that mail their own DBOE materials and process their own DBOE elections. ii. Employer must advise WW of any required updates utilizing a mutually agreed method (i.e., WW’s standard format or an existing format WW already receives). iii. WW will manage adding, updating or terminating plans; carrier and billing updates; and will produce and mail an updated rate change notice and/or premium statement to the DB Participants providing the applicable premium changes for the Employer’s plan(s)’ next determination period. iv. Postage and additional printing fees may apply in some situations and will be disclosed to the Employer. v. For clarity, the Partial service does not include the fulfillment of the DBOE materials or processing of election forms. i. Standard: Standard DBOE shall include part (iii) of the Partial DBOE offering as well as the following: i. WW will manage adding, updating or terminating plans, carrier billing updates, and will produce an updated premium statement to DB Participants announcing the applicable Direct Bill premium change for the Employer’s plan(s)’ next determination period. ii. WW updates, prints, and mails DBOE notifications on behalf of the Employer, up to 7 sheets of paper (double-sided), to DB Participants. WW will provide carrier and billing updates. iii. Postage and additional printing fees may apply in some situations and will be disclosed to the Employer. j. Custom: Custom OE shall include part (iii) of the Partial DBOE offering as well as the following: i. WW will manage adding, updating or terminating plans, carrier billing updates, and will produce an updated premium statement to DB Participants announcing the applicable Direct Bill premium change for the Employer’s plan(s)’ next determination period. ii. WW updates, prints, and mails DBOE notifications on behalf of the Employer, up to 30 sheets of paper (double-sided), to DB Participants. WW will provide carrier and billing updates. iii. Special handling for division-based communications and/or custom inserts. Postage and additional printing fees may apply in some situations and will be disclosed to Employer.
Ongoing monthly administration	k. WW shall provide the following ongoing monthly administration Services, as applicable: 1. Provide a website (the Direct Billing Portal) through which DB Participants may view program communications, and process direct billing payments; 2. Provide a website (the Direct Billing Portal) through which Employer may view program information, access reports, and take the following actions: • Upload Direct Bill Import & Changes Specification files, or manually enter information about DB Participants; and • View DB Participant information, e.g., communications mailed to the DB Participant, and payment history; 3. Receive and process Direct Bill Import & Changes Specification files;

	4. Provide general communications to DB Participants; 5. Send direct billing payment coupons to DB Participants; 6. Process direct billing payments received via mail or via the Direct Billing Portal; 7. Remit direct billing payments monthly to the Employer; and 8. Work with Employer to resolve any escalated issues.
Customer service	WW shall make available to DB Participants a toll-free number (in the US) to access its direct billing service center.
Escheatment	To the extent applicable, WW will return unassociatable or unused funds related to plan or program services to Employer who shall be responsible for compliance with escheatment obligations (if any). If Employer is not able to, or declines to, accept returned funds, then Employer agrees that WW will be entitled to the funds as part of its overall compensation for services. If WW is not able to locate Employer, then WW (the holder) will comply with applicable state unclaimed property laws regarding the funds, which may require WW to escheat funds in the name of Employer (the owner) to the relevant state.

4 Employer Duties.

Program setup	a. Employer to complete a program election questionnaire that includes Employer's Direct Billing program elections and desired Direct Billing Portal configurations.
Designate contact	b. Employer shall designate at least one employee as the primary contact who has familiarity with the Employer's Direct Billing program; the contact shall provide WW with advance notice before any changes to the Employer's Direct Billing program become effective and be available consult with WW from time to time as reasonably necessary for WW to provide the Direct Billing services described herein. For the avoidance of doubt, no change shall become effective unless and until accepted and programmed by WW.
Provide data	c. Employer shall have sole responsibility for providing WW with accurate, complete and timely data. WW's responsibility for sending communications and payment coupons to DB Participants is contingent upon Employer providing WW with accurate, complete, and timely information. Employer is responsible for correcting errors in any data sent to WW. WW is not responsible for any liabilities, penalties, or losses due to data or information that is untimely, inaccurate or otherwise invalid. To the extent that Protected Health Information ("PHI") (as defined in the HIPAA Regulations) is transmitted by Employer to WW or the Direct Billing Portal, Employer shall make any such transmission in a secure and encrypted manner, and in accordance with all applicable HIPAA privacy rules and requirements. d. In the event of rate or plan changes for DB Participants, Employer will provide updated rate information 60 days in advance of effective date.
Employer access	e. Employer shall: (i) keep its and its DB Administrative Users' passwords used to access the Direct Billing Portal confidential and secure; (ii) prohibit its DB Administrative Users from attempting to gain unauthorized access to the Direct Billing Portal and any related systems or networks; and (iii) implement prudent management controls with respect to Employer and Employer's DB Administrative Users' access to and use of the Direct Billing Portal, which include segregation of duties among multiple DB Administrative Users and dual approvals for key activities.

5 Fees. Unless otherwise set forth herein, the fees for the Services under this Schedule shall be as set forth in the Order

Form, including any OE fees, as applicable.

5.1 Implementation fees shall be as specified on the Order Form.

5.2 Annual Set-up Fee. For each year that Employer requests WW to update rates or update information or costs of DB Participants, WW shall be entitled to charge Employer a fee of $150.

5.3 Any program customizations or special requests (e.g., custom file types, additional communications, custom reports, special mailings outside of HQY standard communications, etc.) requested by Employer will be evaluated and quoted on a case-by-case basis. Such program customizations and special requests will only be provided after Employer has accepted the quote.

5.4 Any requests to pull generated materials to prevent mailing will be subject to an additional fee of $7 per envelope.

5.5 WW reserves the right to pass through increased costs associated with USPS postal rate increases. All costs associated with requests to mail notices overnight or via express mail will be passed on to Employer in addition to cost of time incurred at $250/hour.

5.6 Open Enrollment Fees. Fees for Direct Bill Open Enrollment Services are as follows:

Direct Bill Open Enrollment ("DBOE")	Fee
Partial	The fee for the Partial offering for DBOE is included in the annual set up fee specified in Section 5.2
Standard	$15 per DBOE packet mailed
Custom	$22 per DBOE packet mailed

5.7 Other Compensation. Direct billing payments are collected and deposited in an omnibus processing account with a federally insured financial institution, titled "WageWorks Omnibus Account for the Benefit of Employers" (or similar title). The account is not treated as a plan asset and is subdivided as WW determines appropriate to maintain separate records for each employer. Funds deposited in the omnibus account are held in that account until the direct billing payments are either sent to the Employer or remitted to the carrier (if Employer has elected to receive and pay for carrier remission services) and the payments clear. Omnibus account balances earn interest at a rate determined by the depository institution (such earnings are referred to as "float earnings"). Float earnings are used first to pay fees associated with the account. WW will retain any float earnings that remain after such fees are paid as part of its compensation for Services. If fees associated with the account exceed float earnings, WW will be solely responsible for paying the excess over float earnings. WW will provide information regarding float earnings as the Employer may reasonably request for the purpose of evaluating the reasonableness of WW's compensation.

6 Term and Termination.

6.1 Term. The term of this Schedule shall begin on the Order Form Effective Date and continue through and including the Order Form Term (the "Initial Term"). This Schedule will thereafter automatically renew for additional 12-month terms unless either Party has terminated this Schedule in accordance with Section 6.2. Notwithstanding the foregoing, if the entire Agreement is terminated at any time, the term of this Schedule shall terminate as of the date on which the entire Agreement is terminated.

6.2 Termination for convenience. Following the Initial Term, either Party may terminate this Schedule at any time, subject to providing 90 days' advance written notice.

6.3 In addition to the termination rights set forth in the Agreement, WW may terminate this Schedule upon the occurrence of any of the following:

6.3.1 Misuse of the Direct Billing Portal;

6.3.2 Failure by Employer to pay fees when due; and

6.3.3 Failure to provide timely, accurate, and complete data in the agreed upon-format.

Annex 1
Data Security Addendum (DSA)

This Data Security Addendum ("**DSA**") supplements the Agreement between Employer and HQY and is hereby incorporated by reference into the Agreement. Capitalized terms not defined in this DSA shall have the meaning ascribed to them in the Agreement. In the event of a conflict between this DSA and the Agreement, this DSA will govern. This DSA will survive termination or expiration of the Agreement.

1. General. To provide Employer with the services contemplated under the Agreement (collectively referred to as "Services"), HQY may have access to certain Employer information and systems, including Covered Information.

2. Compliance.

    A. HQY will comply with applicable Data Protection Laws. HQY is responsible for understanding which Data Protection Laws apply to the Services and the data in scope and agrees to provide the same, or stronger, level of protection required under Data Protection Laws, and to implement the security procedures and practices set forth herein to protect Covered Information from unauthorized or illegal access, destruction, use, modification, or disclosure.

    B. HQY is responsible for its subcontractor's compliance with Data Protection Laws and this DSA. For subcontractors who collect, transmit, share, store, control, process, manage or access Covered Information, HQY is responsible for assessing and monitoring subcontractor control environments for compliance with Data Protection Laws and Company's standards as documented in this DSA. HQY shall ensure that any of its subcontractors having access to Covered Information shall be contractually bound to meet or exceed these information security provisions.

    C. HQY shall cooperate with Employer in responding to and complying with valid, verified requests from Data Subjects submitted pursuant to applicable Data Protection Laws.

    D. HQY and Employer agree that, regarding any Covered Information HQY receives or obtains in connection with the Agreement(s), Employer is not Selling or Sharing such Covered Information to HQY and HQY is not providing, and shall not provide, any monetary or other valuable consideration to Employer for such Covered Information. Additionally, HQY shall not Sell or Share Covered Information it receives from, or on behalf of, Employer.

    E. If HQY is processing Personal Information within the scope of Data Protection Laws, without limiting any obligations under the Agreements, HQY acknowledges that Employer is disclosing Personal Information to HQY and/or HQY is collecting Personal Information on Employer's behalf according to Employer's written instructions for the limited business purpose of Supplier providing the Services (the "Business Purpose"), and HQY shall not retain, use, process, or disclose said Personal Information: (a) for any purpose, commercial or otherwise, other than the Business Purpose, (b) in combination with any other Personal Information Supplier collects, except as permitted by Data Protection Laws or (c) outside of the direct business relationship between HQY and Employer. If HQY Processes Employer Personal Information that is considered "Sensitive" under Data Protection Laws, HQY shall assist Employer, upon reasonable request, to limit the use of such Sensitive Personal Information.

    F. Without limiting Employer's rights or HQY's obligations under the Agreements, Employer shall: (i) take reasonable and appropriate steps to ensure that HQY uses the Personal Information that it receives from, or on behalf of, Employer in a manner consistent with Data Protection Laws, (ii) take reasonable and appropriate measures to monitor HQY's compliance with Data Protection Laws and this addendum, and (iii) upon notice to HQY, take reasonable and appropriate steps to stop and remediate any unauthorized collection, use, processing or retention of Covered Information.

    G. If HQY becomes aware that it can no longer meet its obligations under Data Protection Laws, HQY shall notify Employer no later than five (5) business days after it becomes aware of such situation.

3. Usage, Integrity, and Security Requirements.

    A. HQY may only access, collect, process, disclose, store, transfer, amend, or destroy Covered Information as necessary to perform its obligations under the Agreement and otherwise as permitted by Employer or applicable Data Protection Laws.

    B. HQY shall prevent the unauthorized collection, access, use, modification, transfer, processing, inspection, perusal, destruction, or recording of Covered Information that is stored with, provided to, or collected by or on

behalf of HQY under the Agreement. At a minimum, HQY shall implement the following controls:

i. logical segregation of Covered Information from other third-party data;

ii. integrity controls to prevent the unauthorized alteration, modification, or destruction of Covered Information;

iii. access controls to ensure only authorized personnel have access to the Covered Information and such access is limited to the minimum amount and level required for such authorized personnel to provide the Services;

iv. only collect and store Covered Information within the United States;

v. prevent disclosure of Covered Information to any third party unless:

i. such disclosure is reasonably required to be made in the performance of the Services or other HQY obligations under the Agreement; and

ii. HQY imposes (or has imposed) contractual restrictions substantially similar to the Agreement on the recipient third party;

vi. ensure the reliability of any individuals that have access to Covered Information, including without limitation, by performing background checks upon such employees (where permissible under applicable law).

C. Within 30 days after a written request by Employer, the termination or expiration of the Agreement, or when HQY no longer needs the Covered Information, or a portion thereof, to fulfill its obligations under the Agreement, Data Privacy Laws, or other applicable law, HQY shall: (a) provide Employer (or a third-party designee selected by Employer) with a copy of all Covered Information in HQY's possession through an approved secure transmission and in a format that is acceptable to Employer; (b) upon Employer's request, HQY shall securely destroy all Covered Information (in any format) and all copies and records thereof in a manner that makes such Covered Information non-readable and non-retrievable; provided that HQY may retain an electronic copy to comply with applicable law and archival purposes; and (c) provide Employer with written notification of such destruction or disposal.

4. Governance and Program Management.

A. HQY will assign an individual who is responsible for the information security program at HQY.

B. HQY has and shall maintain an established and formal information security program that addresses the management of security and the controls employed within the organization. HQY will maintain and enforce security policies consistent with an industry-recognized framework (e.g. NIST Cyber Security Framework) and all applicable regulatory and legal security requirements.

C. HQY will maintain and enforce a written privacy policy to ensure proper access, use or disclosure by HQY of Covered Information.

D. HQY shall document its information security policy and procedures addressing all the activities relating to the handling and management of Covered Information.

5. Safeguards. To ensure the confidentiality, security, and integrity of Covered Information and Employer Systems, HQY shall implement and maintain during the Term information security policies, procedures, and controls, which are compliant with applicable law, Data Privacy Laws, applicable Information Security Standards, and the requirements set forth in this DSA. While HQY has access to or maintains Covered Information HQY will maintain reasonable safeguards, including administrative, technical, and physical controls designed to ensure the privacy, security, integrity, and confidentiality of the Covered Information, Standards including the following:

A. Physical Access. HQY will maintain physical access and environmental controls designed to secure relevant facilities, infrastructure, data centers, hard copy files, servers, backup systems, and equipment (including mobile devices) used to access Covered Information, including controls to prevent, detect, and respond to attacks, intrusions, or other system failures.

B. User Authentication. HQY will maintain commercially reasonable user authentication and access controls within operating systems, applications, equipment, and media.

C. Personnel Security. HQY will maintain personnel policies and practices restricting access to Covered Information, including having confidentiality agreements with and performing background checks in accordance with applicable laws on all personnel who access Covered Information or who maintain, implement, or administer HQY's information security program and safeguards.

D. Logging and Monitoring. HQY will log and monitor the details of access to Covered Information on networks, systems, and devices operated by HQY.

E. Malware Controls. HQY will maintain reasonable and up-to-date controls to protect all networks, systems, and devices that access Covered Information from malware and unauthorized software.

F. Security Patches. HQY will maintain controls and processes designed to ensure that networks, systems, and devices (including operating systems and applications) that access Covered Information are up to date, including prompt implementation of security patches categorized as critical and high when issued.

G. User Account Management. HQY will implement reasonable user account management procedures to securely create, amend, and remove user accounts on networks, systems, and devices through which HQY accesses Covered Information, including monitoring redundant accounts and ensuring that all account requests are properly authorized.

H. Vulnerability and Patch Management. HQY shall keep abreast of new security threats and vulnerabilities and use such information to mitigate the risk by applying patches. At a minimum, HQY Shall:

i. Conduct internal and external vulnerability assessments by a qualified individual on information systems and networked environments performed at least every thirty (30) days, after any significant change in the information systems (e.g., new system component installations, changes in network topology, firewall rule modifications, product upgrades, when new vulnerabilities potentially affecting the systems and networked environments are identified and reported), and upon significant external security vulnerability release (e.g., Microsoft zero-day is identified). These tests shall include both network- and application-layer tests.

ii. Employ automated mechanisms monthly to determine the state of information system components with regard to flaw remediation. Vulnerability scanning tools shall be updated regularly with all relevant information system vulnerabilities.

iii. Define and establish the roles and responsibilities associated with technical vulnerability management, including vulnerability monitoring, vulnerability risk assessment, patching, asset tracking, and any coordination responsibilities required.

I. Patches shall be tested, evaluated, and installed in a timely manner and evaluated before they are installed. Patches installed in the production environment shall also installed in the HQY's disaster recovery environment in a timely manner.

6. Access Controls. HQY will:

A. maintain reasonable controls to ensure that only individuals who have a legitimate need to access Covered Information access;

B. promptly terminate an individual's access to Covered Information when such access is no longer required;

C. log the appropriate details of access to Covered Information on HQY's systems and equipment; and

D. be responsible for any unauthorized access to Covered Information.

7. Encryption Requirements. HQY will encrypt all Covered Information, using a NIST approved encryption standard, including those required by applicable law or applicable standards (example: FIPS 140-2) that is (a) stored on portable devices or portable electronic media; (b) maintained outside of HQY's facilities, excluding hard copy documents; or (c) transferred across any public network.

8. Training and Supervision. HQY will provide reasonable ongoing privacy and information protection training and supervision for all HQY's personnel who access Covered Information (and require third party subcontractors to provide similar).

A. HQY shall:

i. utilize qualified security and privacy personnel sufficient to manage the HQY's security and privacy risks.

ii. provide security and privacy personnel with security and privacy updates and training sufficient to address relevant security and privacy risks; and

iii. verify that key security and privacy personnel take steps to maintain current knowledge of changing cybersecurity threats and countermeasures.

9. Software Development Security. HQY will maintain a written Software Development Life Cycle program based on industry best practices that also incorporates security and privacy by design principles based on OWASP, the Microsoft Security Development Lifecycle, or substantially similar and industry recognized practices The program must be designed to ensure the use of security development practices and procedures for evaluating or testing the security of externally developed applications utilized by HQY to provide services to Employer.

10. Business Continuity and Disaster Recovery.

HQY will maintain a business continuity plan and disaster recovery plan. These plans will be tested by HQY at least annually. Upon request, but not more than once annually, HQY will provide executive summaries of annual testing.

11. Third Party Providers. HQY will contractually require each third-party provider that accesses Covered Information to protect the privacy, confidentiality, integrity, and security of Covered Information using at least the same level of protection and confidentiality obligations that apply to HQY. HQY will regularly assess, based on a risk ranking, HQY's third-party providers' compliance with those contractual requirements.

12. HQY's Penetration Testing.

    A. HQY will have an accredited third party perform annual manual and automated vulnerability testing (including penetration testing based on recognized industry best practices) on HQY's networks, systems, software, and devices used to provide the Services.

    B. With thirty (30) days upon receipt of the penetration test report, HQY will provide Employer with a summary of the results of the vulnerability and penetration testing performed and the status of the remediation in any finding. Employer will treat these results as HQY's confidential information.

13. Audits, Certifications, and Reports.

    A. HQY agrees to have an annual NIST CSF, SOC 1 Type 2, or SOC 2 Type 2 security assessment performed by an accredited third-party.

    B. Upon request, HQY agrees to provide to Employer, at no cost to Employer, within ninety (90) days after the end of each calendar year, a copy of either, that years SSAE18 SOC 1 or 2 Type II report (with accompanying bridge letter if appropriate). If no SOC 2 assessment was conducted, then Employer agrees to provide a summary of the NIST CSF assessment report.

14. Incident Response. HQY will maintain an Incident response and crisis communication program reasonably designed to detect, contain, respond, and recover from an Incident.

15. Security Flaw Notification and Resolution. In the event of a known or suspected Security Flaw involving Covered Information, HQY shall (at HQY's cost): (a) provide Employer prompt, written notice of such Security Flaw to Employer's Infosec Contact; and (b) work to respond to and remediate such Security Flaw.

16. Incident Notification and Resolution. In the event of an Incident involving Covered Information HQY shall (at HQY's cost): (i) provide Employer prompt, written notice of such Incident, (ii) remediate and correct the Incident within a reasonable time, and (iii) and provide updates to Employer on a mutually agreeable timetable.

    A. To the extent known, said notification shall include reasonable information about the Incident, including:

        - a description of the Covered Information subject to the Incident (the categories and number of data records concerned);
        - the date and time of the Incident;
        - a description of the likely consequences of the Incident;
        - a description of the circumstances that led to the Incident (e.g., loss, theft, copying);
        - a description of immediate measures being taken to remediate any adverse effects of the Incident; and
        - a description of the measures HQY propose to implement to prevent the same or similar Incident from occurring again.
        - a summary of the status and results of the investigation.

    B. HQY shall cooperate with Employer, and any reputable third party selected by Employer and any applicable law enforcement or regulatory authority in the event of a regulatory inquiry, litigation, or other legal process concerning the Incident.

    C. HQY shall not notify any affected Employer client (both current and past), account holder (both current and past), participant (both current and past), partner (both current and past), (both current and past), personnel (both current and past), or other entities other than Employer (collectively, "Impacted Parties"), relevant law enforcement agencies, and HQY's outside counsel, unless required under applicable law or agreed to in advance by Employer in writing. If a notification is provided, HQY shall bear all expenses associated with such notification, including any credit monitoring and/or call center services. The timing, method, and content of any notification to Impacted Parties shall be approved in writing by Employer prior to sending.

17. No Unauthorized Statements. Except as required by applicable law, HQY will not make (or permit any third party to make) any statement concerning the Security Incident that directly or indirectly references Employer, unless Employer provides its explicit written authorization.

Annex 2
Business Associate Agreement (BAA)

1 Scope.

This Business Associate Agreement ("BAA") shall only apply to those services provided by Business Associate to Covered Entity (each defined below) as described in the Master Services Agreement ("Agreement").

2 Definitions.

2.1 Catch-all definition. The following terms, when used in this BAA, shall have the meaning given in the Health Insurance Portability and Accountability Act of 1986 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act, and the regulations thereunder: Attestation, Breach, Data Aggregation, Designated Record Set, Disclosure, Final Rule, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Reproductive Health Care, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2.2 Specific definitions.

- "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this BAA, shall mean HealthEquity, Inc.
- "Covered Entity" shall have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this BAA, shall mean the Employer.
- "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

3 Obligations and Activities of Business Associate.

3.1 Business Associate agrees to:

(a) Not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for by the Agreement;

(c) Report to Covered Entity any use or disclosure of Protected Health Information not provided for by the Agreement of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware. For this purpose, a Breach is reportable to Covered Entity without regard to whether, in Business Associate's determination, any harm will result from the Breach;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;

(e) Make available Protected Health Information in a Designated Record Set to the Individual or the Individual's designee as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. If the Business Associate receives directly from the Individual a request to amend the Protected Health Information that is within the Business Associates' control, the Business Associate shall make such amendments within 30 days of the written request to the extent such request is not inconsistent with the existing designated record sets (e.g., change of an Individual's identifiers such as Date of Birth will be considered inconsistent.) Any inconsistent request will be forwarded to Covered Entity for Covered Entity's determination of whether to amend the Individual's record;

(g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528. If Business Associate receives a request for an accounting of disclosures directly from the Individual, Business Associate shall promptly forward that request to the Covered Entity and make available the requested records to Covered Entity within 30 days from the receipt;

(h) To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart

E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s);

(i) If applicable to the services performed by Business Associate, relating to the use or disclosure of PHI for specific purposes connected to Reproductive Health Care, notify Covered Entity in the event of any use or request to use such PHI that is for a prohibited purpose as set forth in the Final Rule. Covered Entity and Business Associate shall work together to provide the Attestation required by the Final Rule, if necessary; and,

(j) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3.2 The Parties acknowledge that probes and reconnaissance scans are commonplace in the industry and, as such, the Parties acknowledge and agree that, to the extent such probes and reconnaissance scans constitute Security Incidents, this section constitutes notice by Business Associate to the Covered Entity of the ongoing existence and occurrence of such Security Incidents for which no additional notice to the Covered Entity shall be required. Probes and reconnaissance scans include, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, and unsuccessful log-on attempts, as long as such probes and reconnaissance scans do not result in unauthorized access, use or disclosure of Protected Health Information.

4 Permitted Uses and Disclosures by Business Associate.

4.1 Business Associate may only use or disclose Protected Health Information as necessary to perform the services described in the Agreement.

4.2 In addition to other permissible purposes, the Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c) for internal analysis of operational efficiencies, and to determine if additional services should be developed or offered to users.

4.3 Business Associate may use or disclose Protected Health Information as Required By Law.

4.4 Business Associate agrees to make Uses and Disclosures and requests for only the Minimum Necessary Protected Health Information to accomplish the purpose of the Use, Disclosure or request.

4.5 Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific Uses and Disclosures set forth below.

4.6 Business Associate may use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required By Law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4.7 Business Associate may provide data aggregation services relating to the Health Care Operations of Covered Entity.

5 Responsibilities of Covered Entity.

5.1 Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate’s Use or Disclosure of Protected Health Information.

5.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate’s Use or Disclosure of Protected Health Information.

5.3 Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate’s Use or Disclosure of Protected Health Information.

5.4 Covered Entity shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information that it may access from Business Associate’s system, and to ensure that the Use or Disclosure of such Protected Health Information comply with the HIPAA Rules. Business Associate shall not be responsible for enforcing such Covered Entity-developed safeguards.

5.5 Covered Entity shall ensure that the data it transmits, or direct another entity to transmit, to Business Associate, is timely, complete, and accurate, and will not cause a Security Incident or commit a Breach.

5.6 If applicable to the services performed by Business Associate, Covered Entity may disclose to Business Associate, and Business Associate may use, certain patient identifying information regarding the treatment, diagnosis and/or referral for treatment of substance use disorder (“Patient Identifying Information”). The parties acknowledge and agree that Patient Identifying Information is subject to additional protections and safeguards pursuant to 42 CFR Part 2, which

information is a subset of PHI. Business Associate agrees, upon receipt of any Patient Identifying Information and a copy of the patient's consent, to comply with all applicable provisions of the Part 2 Regulations. Without limitation, Business Associate agrees to (i) use such information in accordance with the patient's consent; (ii) use such information solely to carry out payment and/or health care operations activities on behalf of Covered Entity; and (iii) not disclose (or re-disclose) any Patient Identifying Information to a third party, unless such third party is a contracted agent of Business Associate and has agreed to only further disclose the information back to Business Associate or Covered Entity or as otherwise permitted by Applicable Law;

5.7 To the extent Covered Entity releases or transmits Patient Identifying Information to Business Associate, it agrees to comply with the requirements of the 42 CFR Part 2 with respect to all Patient Identifying Information it transmits, or instructs another party to transmit, including 1) not transmitting any Patient Identifying Information without having first obtained the patient consent required by 42 C.F.R. § 2.31, 2) not transmitting any Patient Identifying Information without including the notice required by 42 C.F.R. § 2.32 and a copy of the consent for each individual whose Patient Identifying Information is being transmitted, 3) transmitting all Part 2 Information to Business Associate in an agreed upon file format, and 4) notifying Business Associate of any revocation of the patient's consent to disclose.

6 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except for data aggregation or management and administration and legal responsibilities of Business Associate in accordance with the Agreement.

7 Term and Termination.

7.1 Term. The Term of this BAA shall be effective no later than the effective date of the Agreement ("Effective Date") and, except as provided in section 7.3, shall terminate coincident with the termination of the Agreement, or on the date Covered Entity terminates for cause as authorized in section 7.2, whichever is sooner.

7.2 Termination for Cause. Business Associate authorizes the termination of this BAA by Covered Entity, if Covered Entity determines Business Associate has violated a material term of this BAA and Business Associate has not cured the Breach or ended the violation within the time specified by Covered Entity.

7.3 Obligations of Business Associate upon Termination. Upon termination of this BAA for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

(a) Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(b) Destroy physical embodiment or delete electronic embodiment of the remaining Protected Health Information that the Business Associate still maintains in any form;

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

(d) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out in sections 3.1(e) and 3.1(f) above which applied prior to termination; and

(e) Destroy or delete the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities. Data on backups will be destroyed through attrition.

7.4 Survival. The obligations of Business Associate under this Section will survive termination of the BAA or the Agreement.

8 Miscellaneous.

8.1 Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

8.2 Interpretation. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.

8.3 No Third Party Beneficiary Rights. This BAA is between Covered Entity and Business Associate and shall not be construed, interpreted, or deemed to confer any rights whatsoever to any third party or parties.

8.4 Indemnification. The Parties agree that if the Agreement provides for indemnification under specified terms and conditions, then such indemnification shall extend to the same terms and conditions with reference to the duties and obligations set forth in this BAA.

8.5 Notices. The contact information provided in the Agreement shall be used for any notices under this BAA.

Rider
Luum Services

This Rider sets forth the following terms and conditions that are incorporated into the Agreement to which they are attached for the provision of Luum commuter services. This Rider is entered into between Employer (as defined in the Agreement) and Fort Effect Corp, dba Luum ("Luum"). The terms and conditions in this Rider do not replace any of the terms and conditions contained in the Agreement, but in the event of a conflict between this Rider and the Agreement, this Rider shall control with respect to Employer and Luum and the Luum commuter services provided herein. This Rider shall form a separate agreement, between Luum and Employer, incorporating the general terms and conditions of the Agreement.

1. Employer has selected either Luum Complete or Luum Core Services, as specified on the Order Form, and as generally listed below in this Section 1:

   Luum Complete:

   - ✔ Communication Tools
   - ✔ Commute Logging
   - ✔ Gamification & Rewards
   - ✔ Pre-Tax Commuter Cards
   - ✔ Ride Matching
   - ✔ Guaranteed Ride Home
   - ✔ Real-Time Parking Availability
   - ✔ Transit Card Administration
   - ✔ Parking Charges
   - ✔ Parking Reservations
   - ✔ Expense Reimbursements
   - ✔ Commute Bonus

   Luum Core:

   - ✔ Communication Tools
   - ✔ Commute Logging
   - ✔ Gamification & Rewards
   - ✔ Pre-Tax Commuter Cards
   - ✔ Ride Matching
   - ✔ Guaranteed Ride Home
   - ✔ Real-Time Parking Availability
   - ✔ Transit Card Administration
   - ✔ Parking Application and Waitlist

2. Services.
   2.1. **Provision of Commute Hub**. Luum will host the Employer private instance of the Luum Commute Hub (the "**Commute Hub**") and provide the implementation services in connection with Employer's transit and/or parking plan(s) (collectively, the "**Services**"), as described in the applicable Ordering Documents. The Commute Hub is provided on a subscription basis for a set term designated in the applicable Ordering Document. Services exclude Non-Luum Applications. The Agreement permits the Parties to enter into order forms referencing the Agreement and this Rider ("**Ordering Document(s)**"), which set forth the Luum Services ordered by Employer, specify the fees payable by Customer and may contain other terms and conditions as mutually agreed upon by the Parties.
   2.2. **Access to Commute Hub**. Subject to the terms and conditions of the Agreement and any applicable Ordering Document, Luum hereby grants to Employer a non-exclusive, non-transferable right during the Initial Term (as defined below) and any subsequent renewal terms (collectively, the "Subscription Term" for purposes of this Rider) to access

and use the Commute Hub solely for Employer's business purposes and pursuant to the Documentation and any restrictions designated in the applicable Ordering Document. "**Documentation**" means all generally available documentation relating to the Commute Hub and the Services, including all user guides, operating manuals and other instructions, specifications, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of the Commute Hub or the Services.

2.3. **Eligible Users**. Employer will provide and update during the Subscription Term a file (the "**Roster Feed**").containing all of the eligible users of the Commute Hub (each eligible user, with the administrative user(s), the "**Eligible Users**"). The Eligible Users will access the Commute Hub via their corporate single-sign-on or username and password. These credentials are granted to individual, named persons and may not be shared. Employer will ensure that all Eligible Users keep these credentials strictly confidential. Employer is responsible for any and all actions taken by Eligible Users or by anyone using Employer's accounts and passwords, and will require that Eligible Users complete any applicable commuter elections prior to the election deadline in the relevant election system. Subject to the terms and conditions of this Agreement, in addition to Employer's employees, Employer may permit (a) its independent contractors and consultants who are not competitors of Luum and (b) employees, independent contractors and consultants of any (i) Employer Affiliate or (ii) vendor, service provider, or customer of Employer, to serve as Eligible Users. Employer will remain responsible for compliance by each of its Eligible Users with all of the terms and conditions of this Agreement, and any use of the Commute Hub by Eligible Users must be for the sole benefit of Employer. Use of the Commute Hub by all Eligible Users in the aggregate must be within the restrictions in the applicable Ordering Document. "**Affiliate**" means each legal entity that is directly or indirectly controlled by Employer on or after the Effective Date, for so long as such entity remains directly or indirectly controlled by Employer (where "controlled" means the ownership of, or the power to vote, directly or indirectly, a majority of any class of voting securities of a corporation or limited liability company, or the ownership of any general partnership interest in any general or limited partnership).

2.4. **Third-Party Code**. The software incorporated in the Commute Hub may contain or be provided with components which are licensed from third parties, including components subject to the terms and conditions of "open source" software licenses ("**Open Source Software**"). Open Source Software may be identified in the Documentation, or in a list of the Open Source Software provided to Employer upon written request. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

2.5. **General Restrictions**. Employer shall not: (a) rent, lease, copy, sell, provide access to or sublicense the Commute Hub to a third party, (b) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or APIs to the Commute Hub, except to the extent expressly permitted by applicable law (and then only upon advance notice to Luum), (c) modify the Commute Hub or any Documentation, or create any derivative product from any of the foregoing, (d) remove or obscure any product identification, proprietary, copyright or other notices contained in the Commute Hub (including any reports or data printed via the use of the Commute Hub), (e) incorporate the Commute Hub into any other offering (whether software as a service or otherwise), (f) use the Commute Hub to develop a product which is competitive with any Luum product offering or (g) publicly disseminate information or analysis regarding the performance of the Commute Hub. Except as may be expressly agreed by Luum in an applicable Ordering Document, the Commute Hub is only intended for use with persons residing within the United States.

2.6. **Employer Responsibilities**. Employer will (a) be responsible for Eligible Users' compliance with this Agreement, Documentation and Ordering Documents, including supplemental terms of use of any tools, features or services provided through Commute Hub, (b) be responsible for the accuracy, quality and legality of Employer Data, as defined below, the means by which Employer acquired Employer Data, Employer's use of Employer Data with the Services, and the interoperation of any Non-Luum Applications with which Employer uses Services, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Luum promptly of any such unauthorized access or use, (d) use Services only in accordance with this Agreement, Documentation, Ordering Documents and applicable Laws, and (e) comply with terms of service of any Non-Luum Applications with which Employer uses Services. Any use of the Services in breach of the foregoing by Employer or Eligible Users that in Luum's judgment threatens the security, integrity or availability of Luum's services, may result in Luum's immediate suspension of the Services, however Luum will use commercially reasonable efforts under the circumstances to provide Employer with notice and an opportunity to remedy such violation or threat prior to any such suspension. For purposes of this Rider, "Employer Data" means any business information or other data which Employer or an Eligible User inputs, or provides to Luum for inputting, into the Commute Hub.

2.7. **Changes**. Luum reserves the right, in its sole discretion, to make any changes to the Commute Hub and Documentation that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of Luum's services to its customers or performance; or (b) to comply with applicable laws and regulations; provided, however, Luum changes to the Commute Hub will not result in a material reduction in the level of performance or availability of the applicable Services provided to Employer for the duration of the term of any applicable Ordering Document.

2.8. **Project Managers and Personnel**. Employer will identify a project manager in each Ordering Document to facilitate and coordinate the Commute Hub implementation and any additional Services to be provided under such Ordering Document.

3. Non-Luum Products and Services.

3.1. **Non-Luum Products and Services**. Luum or third parties may make available third-party products or services, including, for example, Non-Luum Applications or virtual or physical charge cards. Any acquisition by Employer of such products or services, and any exchange of data between Employer and any Non-Luum provider, product or service is solely between Employer and the applicable Non-Luum provider. Luum does not warrant or support Non-Luum Applications or other Non-Luum products or services, whether or not they are designated by Luum as "certified" or otherwise, unless expressly provided otherwise in an Order Form. Luum is not responsible for any disclosure, modification or deletion of Employer Data resulting from access by such Non-Luum Application or its provider. A "**Non-Luum Application**" means a web-based, mobile, offline or other software application functionality that interoperates with Luum Service, that is provided by Employer or a third party.

3.2. **Integration with Non-Luum Applications**. The Services may contain features designed to interoperate with Non-Luum Applications. Luum cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Employer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-Luum Application ceases to make the Non-Luum Application available for interoperation with the corresponding Service features in a manner acceptable to Luum.

4. Ownership.

4.1. **Luum Technology**. This is a subscription agreement for use of Commute Hub and not an agreement for sale. Employer acknowledges that it is obtaining only a limited right to use the Commute Hub on a hosted basis and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to Employer. Employer agrees that Luum or its suppliers retain all right, title and interest (including all patent, copyright, trade secret and other intellectual property rights) in and to Commute Hub, the Documentation, any other Luum deliverables and any and all related and underlying software (including interfaces), databases (including data models, structures, Aggregated Anonymous Data and any other non-Employer specific data and statistical data), technology, reports and documentation and all copies, modifications and derivative works thereof (including any changes which incorporate any Feedback) (collectively, "**Luum Technology**"). Further, Employer acknowledges that Commute Hub is offered as an online, hosted solution, and that Employer has no right to obtain a copy of the Commute Hub code itself. Nothing in this Section 4.1 shall be deemed as granting Luum ownership of Employer Data or in any way impacting Employer's ownership of Employer Data.

4.2. **Feedback**. Employer, from time to time, may submit comments, information, questions, data, ideas, descriptions of processes, or other information to Luum ("**Feedback**"). Luum may in connection with any of its products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise, provided Employer shall not be identified in connection with any such Feedback without Employer's consent in its sole discretion.

5. Fees.

Employer agrees to pay the fees set forth below as well as those set forth in the Order Form. Luum (or its designee) will invoice Employer directly on a monthly basis.

Any program customizations (e.g., eligibility file, payroll file, communications) requested by Employer will be considered and quoted on a case-by-case basis.

5.1. The setup fee is invoiced at time of Agreement execution.

5.2. The Luum Complete Subscription Fees commence on the earlier of (i) configuration of the Commute Hub or (ii) 60 days following Agreement execution.

5.3. An Engaged User is an eligible user that does any of the following during a particular contract month:

- Has a session in Luum's web or mobile app;
- Has a transit card, parking permit, commuter prepaid card or other service managed by Luum;
- Receives a commuter bonus, expense reimbursement or a parking charge managed by Luum; or
- Whose commute trip data through third-party integrations (e.g., parking data, connected account, shuttle data services, etc.) is transferred to Luum.

6. Escheatment. To the extent applicable, Luum will return unassociatable or unused funds related to plan or program services to Employer who shall be responsible for compliance with escheatment obligations (if any). If Employer is not able to, or declines to, accept returned funds, then Employer agrees that Luum will be entitled to the funds as part of its overall compensation for services. If Luum is not able to locate Employer, then Luum (the holder) will comply with

applicable state unclaimed property laws regarding the funds, which may require Luum to escheat funds in the name of Employer (the owner) to the relevant state.

7. Term and Termination.

   7.1. Term. The term of this Rider shall begin on the Order Form Effective Date and continue through and including the Order Form Term (the “Initial Term”). This Rider will thereafter automatically renew for additional 12-month terms unless either Party has terminated this Rider in accordance with Section 7.2.

   7.2. Termination for convenience. Following the Initial Term, either Party may terminate this Rider at any time, subject to providing 90 days' prior written notice.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.31. **7/22/2025**

Authorize Hot Dog Adoption Day at Quintana Park

The Court hereby authorizes the Parks Department and the Brazoria County Sheriff's Office Animal Welfare Services to partner with the SPCA of Brazoria County to have a Hot Dog Adoption Day at Quintana County Park. The event will promote the adoption of dogs and fundraise for the SPCA.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.32. **7/22/2025**

Renew RFP #23-61 Hazardous Material Mitigation and Related Services

Approval to renew “RFP #23-61 Hazardous Material Mitigation and Related Services” with the following vendor for the third (3rd) year of a five (5) year contract per the terms, conditions and pricing of the current contract which is set to expire August 21, 2025.

- Hazmat International Inc., of Conroe, Texas

The renewal term shall be August 22, 2025 to August 21, 2026.

Further, expenditures will be funded by the Fire Marshal’s annual fiscal year budget or a specific incident fund.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.33. **7/22/2025**

Renew ITB #21-70 Milling Machine Rental

Approval to renew “ITB #21-70 Milling Machine Rental” with the following vendors for the fifth (5th) year of a five (5) year contract per the current terms, conditions and pricing of the current contract which is set to expire on August 22, 2025.

- R.B Everett & Company of Pasadena, Texas
- Holt Texas, LTD of San Antonio, Texas

The renewal term shall be August 23, 2025 to August 22, 2026.

Further, expenditures will be funded by the departments’ annual fiscal year budgets.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.34. **7/22/2025**

Renew ITB #21-76 Electrical Supplies

Approval to renew “ITB #21-76 Electrical Supplies” with the following vendors for a fifth (5th) year of a five (5) year contract per the terms, conditions and percentage off of the current contract which is set to expire on August 23, 2025.

- Elliot Electrical Supply Inc., of Nacogdoches, Texas
- Wholesale Electrical Supply Company of Houston Inc., of Houston, Texas
- Voss Electric Co., of Houston, Texas

The renewal term shall be August 24, 2025 to August 23, 2026.

Further, expenditures will be funded by departments’ annual fiscal year budgets.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.35. **7/22/2025**

Renew RFP #06-41 Agreement with TDECU for ATM Service

Renew “RFP #06-41 Agreement with Texas Dow Employee Credit Union (TDECU) for ATM Service” for an additional twelve (12) month period per the current terms and conditions of the current amended lease agreement which is set to expire on August 12, 2025.

The renewal term will be August 13, 2025 to August 12, 2026.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.36. **7/22/2025**

Amend Court Order H.25 Dated June 10, 2025 Advertise Bids for Replacement Bridge at Hanson-Beal Complex for Hanson Riverside County Park

Amend Court Order H.25 Dated June 10, 2025 “Advertise Bids for Replacement Bridge at Hanson-Beal Complex for Hanson Riverside County Park” to change the procurement method from an Invitation to Bid to Competitive Sealed Proposal for “Replacement Bridge at Hanson-Beal Complex for Hanson Riverside County Park”.

In addition, the procurement will only utilize GoMesa funds.

Further, 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, Brazoria County Parks Director
Gerald Hendrick, Brazoria County Building Maintenance
Chad Davenport, Brazoria County Parks Department
Casey Greathouse, Purchasing Department (non-voting member)

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.25. **6/10/2025**

Advertise Bids for Replacement Bridge at Hanson-Beal Complex for Hanson Riverside County Park

Advertise bids for “Replacement Bridge at Hanson-Beal Complex for Hanson Riverside County Park” for the Parks Department.

This project will utilize GoMESA funds with County funds from the Parks Department’s approved 2025 fiscal year budget.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.37. **7/22/2025**

Renew RFP #23-12 Substance Use Disorder Treatment Services for Brazoria County Community Supervision and Corrections Department (CSCD)

On behalf of the Brazoria County Community Supervision and Corrections Department (CSCD), renew “RFP #23-12 Substance Use Disorder Treatment Services for CSCD” to the following vendors per the terms, conditions and pricing of the current contract which is set to expire on August 31, 2025.

- Adapt Programs, LLC of Angleton, Texas
- Gulf Coast Center of League City, Texas
- Adapt Foundation dba Brazos Place of Angleton, Texas
- Bay Area Recovery Center of Dickinson, Texas
- Fort Bend Regional Council on Substance Abuse, Inc. of Stafford, Texas
- Agape Substance Abuse Programs of Angleton, Texas

The renewal term shall be September 1, 2025 to August 31, 2026.

In addition, Dr. Gregory Dillon, Adult Probation Director, has been authorized to sign any and all documents necessary to execute said agreement(s) on behalf of the Brazoria County Community Supervision and Corrections Department (CSCD) per Court Order 6.Y.2 dated December 13, 2022.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.38. **7/22/2025**

Renew RFP #23-13 Electronic Monitoring Services for Brazoria County Community Supervision and Corrections Department (CSCD)

On behalf of the Brazoria County Community Supervision and Corrections Department (CSCD), renew “RFP # 23-13 Electronic Monitoring Services for Brazoria County Community Supervision and Corrections Department (CSCD)” to the following vendors per the terms, conditions and pricing of the current contract which is set to expire on August 31, 2025.

- Gulf Coast Monitoring Specialists, LLC of Angleton, Texas
- Reconnect, Inc. of Cumberland, Maine
- Recovery Monitoring Solutions of Dallas, Texas

The renewal term shall be September 1, 2025 to August 31, 2026.

In addition, Dr. Gregory Dillon, Adult Probation Director, has been authorized to sign any and all documents necessary to execute said agreement(s) on behalf of the Brazoria County Community Supervision and Corrections Department (CSCD) per Cour Order 6.Y.3 dated December 13, 2022.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.39. **7/22/2025**

Renew RFP #21-79 Debris Management

Approval to renew “RFP #21-79 Debris Management” with the following vendors for the fifth (5th) year of a five (5) year contract per the terms, conditions and pricing of the current contract which is set to expire August 24, 2025.

- CrowderGulf, LLC of Mobile, Alabama
- DRC Emergency Services Inc., of Galveston, Texas

In addition, approval to renew with a price increase with the following vendors per the attached. All other terms and conditions of the current contract will remain the same.

- D & J Enterprises Inc., of Auburn, Alabama
- Ceres Environmental Services of Houston, Texas

The renewal term shall be August 25, 2025 to August 24, 2026.

Further, expenditures will be funded by the specific disaster event fund.

21-79 Price Increase Summary

Approval to renew with a price increase of 2.12 % to D & J Enterprise, Inc., of Auburn, Alabama as per the attached.

The price increase in operational expenses, equipment and labor costs, maintenance and replacement parts for heavy machinery as well as manufacturing expenses are in line with the Consumer Price Index (CPI) and Producer Price Index (PPI) reports, therefore the increase is justified.

Approval to renew with a price increase of 2.3% to Ceres Environmental Services, Inc., of Houston, Texas, as per the attached.

The overall price increase in operational expenses are in line with the attached CPI report, therefore the increase is justified.

RFP #21-79 DEBRIS MANAGEMENT *RENEWAL TERM AUGUST 25 , 2025 TO AUGUST 24, 2026*					
Item/Description	Quantity	Unit	Unit Price	Proposed Pricing	% of Increase
1.0 Pickup and/or separation on Public Property and Public Rights-of-Way and hauling to a designated debris management site or landfill facility 20 or less miles away (one-way miles). (Trips with one-way miles in excess of 20 miles compensated at the rate quoted in Items 2.0, 3.0 or 4.0).	1 million	CY	$ 7.85	$ 8.02	2.12
2.0 Pickup and/or separation on Public Property or Public Rights-of-Way and hauling to a designated debris management site or landfill facility more than 20-25 miles away (one-way miles). (Trips with one-way miles in excess of more than 20-25 miles compensated at the rate quoted in Items 3.0 or 4.0).	1 million	CY	$7.85	$ 8.02	2.12
3.0 Pickup and/or separation on Public Property or Public Rights-of-Way and hauling to a designated debris management site or landfill facility 25 miles or greater (one-way miles).	1 million	CY	$7.85	$ 8.02	2.12
4.0 Loading, hauling and dumping of uprooted stumps from trees that are 25 to 36 inches with root ball.	500	Each	$221.00	$ 225.69	2.12
5.0 Loading, hauling and dumping of uprooted stumps from trees that are 37-48 inches with root ball.	100	Each	$334.00	$ 341.08	2.12
6.0 Loading, hauling and dumping of uprooted stumps from trees that are 49 inches and larger with root ball.	25	Each	$447.00	$ 456.48	2.12
7.0 Cutting and dropping of hazardous hanging limbs over 2 inches in diameter.	240,000	Each Tree	$74.00	$ 75.57	2.12
8.0 Removal of hazardous trees 6” – 12” in diameter at breast height.	1000	Each	$100.00	$ 102.12	2.12
9.0 Removal of hazardous trees 13” – 24” in diameter at breast height.	500	Each	$200.00	$ 204.24	2.12
10.0 Removal of hazardous trees 25” – 36” in diameter at breast height.	100	Each	$300.00	$ 306.36	2.12
11.0 Removal of hazardous trees 37” or larger in diameter.	50	Each	$400.00	$ 408.48	2.12

12.0 Site operation, debris acceptance, pile management, volume reduction (by grinding) material loading for transport.	1 million	CY	$3.19	$ 3.26	2.12
12.1 Site operation, debris acceptance, pile management, volume reduction (by incineration) material loading for transport.	1 million	CY	$3.19	$ 3.26	2.12
12.2 Site operation, debris acceptance, pile management, volume reduction (by open burning) material loading for transport.	1 million	CY	$3.19	$ 3.26	2.12
12.3 Site operation, debris acceptance, pile management, volume reduction (by compaction) material loading for transport.	1 million	CY	$3.19	$ 3.26	2.12
13.0 Haul-out of Reduced Debris to final disposal facility at a one-way distance of 0 – 20 miles.	1 million	CY	$5.00	$ 5.11	2.12
14.0 Haul-out of Reduced Debris to final disposal facility at a one-way distance of 20 miles or greater.	1 million	CY	$5.50	$ 5.62	2.12
15.0 Dead Animal Carcass hauling to a designated landfill or incinerator site (incinerator operation and disposal compensated under Part B).	100 Ton	Ton	$100.00	$ 102.12 $ -	2.12 2.12
16.0 Household Hazardous Waste	10,000 lbs.	Pounds	$10.00	$ 10.21	2.12
17.0 White Goods	500	Each	$75.00	$ 76.59	2.12
18.0 Freon Removal	250	Each	$45.00	$ 45.95	2.12
19.00 E-Waste	500	Each	$25.00	$ 25.53	2.12
20.0 Addional Mileage Outside 20 Miles	Each Additional	Mile	$10.00	$ 10.21	2.12
GRAND EXTENSION TOTAL					
PART B - EQUIPMENT AND LABOR RATES					
Equipment Type	Hourly Equipment Rate	Hourly Labor Rate	Equipment Rate Plus Labor Rate = Total Hourly Rate		
Air Curtain Pit Burner **w/operator**	$325.00		$325.00	$ 331.89	2.12
Air Curtain Refractory Incinerator **w/operator**	$325.00		$325.00	$ 331.89	2.12
Bobcat Loader **w/operator**	$125.00		$125.00	$ 127.65	2.12
Bucket Truck ***w/operator***	$125.00		$125.00	$ 127.65	2.12
Chipper/Mulcher (8" throat) **w/operator**	$325.00		$325.00	$ 331.89	2.12
Chipper/Mulcher (12" throat) **w/operator**	$395.00		$395.00	$ 403.37	2.12
Crash Truck w/Impact Attenuator ***w/operator***	$100.00		$100.00	$ 102.12	2.12
Crew Foreman w/Cell Phone and Pickup **w/operator**	$65.00		$65.00	$ 66.38	2.12

Dozer, Tracked, D5 or similar **w/operator**	$125.00		$125.00	$ 127.65	2.12
Dozer, Tracked, D6 or similar **w/operator**	$125.00		$125.00	$ 127.65	2.12
Dozer, Tracked, D7 or similar **w/operator**	$145.00		$145.00	$ 148.07	2.12
Dozer, Tracked, D8 or similar **w/operator**	$225.00		$225.00	$ 229.77	2.12
Dump Truck, 18 CY-20 CY **w/operator**	$95.00		$145.00	$ 148.07	2.12
Dump Truck, 21 CY-30 CY **w/operator**	$100.00		$155.00	$ 158.29	2.12
Generator and Lighting **w/operator**	$65.00		$65.00	$ 66.38	2.12
Grader w/12' Blade **w/operator**	$135.00		$135.00	$ 137.86	2.12
Hydraulic Excavator, 1.5 CY **w/operator**	$125.00		$125.00	$ 127.65	2.12
Hydraulic Excavator, 2.5 CY **w/operator**	$125.00		$125.00	$ 127.65	2.12
Knuckleboom Loader **w/operator**	$145.00		$225.00	$ 229.77	2.12
Laborer w/Chain Saw **w/operator**	$50.00		$50.00	$ 51.06	2.12
Laborer w/small tools, traffic control, flag person	$50.00		$50.00	$ 51.06	2.12
Lowboy Trailer w/Tractor **w/operator**	$125.00		$125.00	$ 127.65	2.12
Log Skidder ***w/operator***	$195.00		$195.00	$ 199.13	2.12
Mobile Crane (Adequate for hanging limbs/leaning trees) ***w/operator***	$165.00		$165.00	$ 168.50	2.12
Operations Manager w/Cell Phone and Pickup **w/operator**	$65.00		$65.00	$ 66.38	2.12
Pickup Truck, .5 Ton **w/operator**	$65.00		$65.00	$ 66.38	2.12
Soil Compactor 81 HP+ ***w/operator***	$100.00		$100.00	$ 102.12	2.12
Soil Compactor 80 HP **w/operator**	**$125.00**		$125.00	$ 127.65	2.12
Soil Compactor, Towed Unit **w/operator**	**$155.00**		$155.00	$ 158.29	2.12
Stump Grinder 30" diameter or less ***w/operator***	**$125.00**		$125.00	$ 127.65	2.12
Stump Grinder greater than 30" diameter **w/operator**	**$125.00**		$125.00	$ 127.65	2.12
Traffic Control, Temporary Single Lane Closure **w/operator**	**$200.00**		$200.00	$ 204.24	2.12
Traffic Control, Temporary Road Closure **w/operator**	**$200.00**		$200.00	$ 204.24	2.12
Tree Climber s/Chainsaw **w/operator**	**$65.00**		$65.00	$ 66.38	2.12
Truck, Flatbed ***w/operator***	**$125.00**		$125.00	$ 127.65	2.12
Tub Grinder, 800 to 1,000 HP **w/operator**	**$550.00**		$550.00	$ 561.66	2.12
Waste Collection Rear Loader Truck **w/operator**	**$195.00**		$195.00	$ 199.13	2.12
Water Truck **w/operator**	**$95.00**		$95.00	$ 97.01	2.12
Wheel Loader, 2.5 CY, 950 or similar **w/operator**	**$125.00**		$125.00	$ 127.65	2.12
Wheel Loader, 3.5 – 4.0 CY, 966 or similar **w/operator**	**$125.00**		$125.00	$ 127.65	2.12
Wheel Loader, 4.5 CY, 980 or similar **w/operator**	**$125.00**		$125.00	$ 127.65	2.12
Wheel Loader-Backhoe, 1.0 – 1.5 CY **w/operator**	**$125.00**		$125.00	$ 127.65	2.12
Other – Please Itemize					
Equipment is inclusive of operator					

Patrick Thrower

Comptroller

3495 Lee Rd 10

Auburn, AL 36832

pthrower@djenterprises.net

Dear Amanda,

I am writing on behalf of D&J Enterprises to respectfully request an adjustment to the rates outlined in our emergency debris removal contract dated August 1, 2024, for services provided to Brazoria County. Due to significant inflationary increases in operational expenses, particularly in equipment and labor costs, as measured by the Consumer Price Index (CPI), we seek to align our contract rates with current economic conditions to ensure the continued delivery of high-quality services.

Since August 2024, the CPI-U for all urban consumers, as reported by the U.S. Bureau of Labor Statistics, has increased by approximately 2.12% through May. Additionally, equipment costs, including maintenance and replacement parts for heavy machinery, have surged due to supply chain constraints and increased manufacturing expenses.

These cost increases have directly impacted our ability to maintain service levels without adjusting rates. The primary reasons for this proposed rate adjustment include (1) higher equipment costs, driven by inflation in materials and labor for repairs and replacements; and (2) general inflationary pressures on wages and other operational inputs, as reflected in the regional CPI. To offset these costs while continuing to provide reliable services, we propose a rate increase proportional to the 2.12% CPI rise since August 2024, with specific adjustments for fuel and equipment costs detailed in supporting documentation.

We deeply value our partnership with and remain committed to delivering exceptional services. This rate adjustment is intended to cover inflation-driven costs and ensure the sustainability of our operations. We would welcome the opportunity to meet and discuss this proposal, including providing detailed CPI and cost data or exploring phased adjustments. Thank you for your consideration and understanding. We look forward to continuing our collaborative relationship with Brazoria County.

Sincerely,

Patrick Thrower

Chained Consumer Price Index for All Urban Consumers (C-CPI
Original Data Value

Series Id: SUUR0000SAS
Not Seasonally Adjusted
Series Title: Services in U.S. city average, all urban consumers,
Area: U.S. city average
Item: Services
Base Period: DECEMBER 1999=100
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	149.117	149.221	149.483	149.839	150.141	150.806	151.008	151.004	151.255	151.443	151.712	151.749
2016	152.290	152.743	153.128	153.544	154.221	154.922	155.068	155.291	155.501	155.583	155.836	156.092
2017	156.706	157.238	157.097	157.315	157.807	158.350	158.331	158.684	158.990	159.264	159.350	159.597
2018	160.119	160.698	161.074	161.369	161.943	162.444	162.603	162.728	162.965	163.106	163.210	163.576
2019	164.047	164.494	164.910	165.307	165.690	166.308	166.562	166.807	167.118	167.321	167.577	167.681
2020	168.345	168.905	168.893	168.309	167.989	168.729	169.702	169.900	169.965	169.946	170.352	170.546
2021	170.958	171.564	172.069	172.760	173.494	174.427	175.117	175.095	175.423	176.185	176.744	177.150
2022	178.242	179.264	180.397	181.811	183.369	184.852	185.400	186.203	187.321	188.119	188.716	189.576
2023	190.921	191.809	192.237	192.870	193.421	194.227	194.581	195.028	195.961	196.497	197.275	197.807
2024	199.292	200.374	201.646	202.256	202.835	203.348	203.708	204.219	204.888	205.532	205.868	206.219
2025	207.484	208.320	208.905	209.563	210.164							

Chained Consumer Price Index for All Urban Consumers (C-CPI
Original Data Value

Series Id: SUUR0000SAS
Not Seasonally Adjusted
Series Title: Services in U.S. city average, all urban consumers,
Area: U.S. city average
Item: Services
Base Period: DECEMBER 1999=100
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	149.117	149.221	149.483	149.839	150.141	150.806	151.008	151.004	151.255	151.443	151.712	151.749
2016	152.290	152.743	153.128	153.544	154.221	154.922	155.068	155.291	155.501	155.583	155.836	156.092
2017	156.706	157.238	157.097	157.315	157.807	158.350	158.331	158.684	158.990	159.264	159.350	159.597
2018	160.119	160.698	161.074	161.369	161.943	162.444	162.603	162.728	162.965	163.106	163.210	163.576
2019	164.047	164.494	164.910	165.307	165.690	166.308	166.562	166.807	167.118	167.321	167.577	167.681
2020	168.345	168.905	168.893	168.309	167.989	168.729	169.702	169.900	169.965	169.946	170.352	170.546
2021	170.958	171.564	172.069	172.760	173.494	174.427	175.117	175.095	175.423	176.185	176.744	177.150
2022	178.242	179.264	180.397	181.811	183.369	184.852	185.400	186.203	187.321	188.119	188.716	189.576
2023	190.921	191.809	192.237	192.870	193.421	194.227	194.581	195.028	195.961	196.497	197.275	197.807
2024	199.292	200.374	201.646	202.256	202.835	203.348	203.708	204.219	204.888	205.532	205.868	206.219
2025	207.484	208.320	208.905	209.563	210.164							

RFP #21-79 DEBRIS MANAGEMENT ***RENEWAL TERM AUGUST 25, 2025 TO AUGUST 24, 2026***

Item/Description	Quantity	Unit	Unit Price	Proposed Pricing	% of Increase
1.0 Pickup and/or separation on Public Property and Public Rights-of-Way and hauling to a designated debris management site or landfill facility 20 or less miles away (one-way miles). (Trips with one-way miles in excess of 20 miles compensated at the rate quoted in Items 2.0, 3.0 or 4.0).	1 million	CY	$9.36	$9.58	2.3%
2.0 Pickup and/or separation on Public Property or Public Rights-of-Way and hauling to a designated debris management site or landfill facility more than 20-25 miles away (one-way miles). (Trips with one-way miles in excess of more than 20-25 miles compensated at the rate quoted in Items 3.0 or 4.0).	1 million	CY	$9.46	$9.68	2.3%
3.0 Pickup and/or separation on Public Property or Public Rights-of-Way and hauling to a designated debris management site or landfill facility 25 miles or greater (one-way miles).	1 million	CY	$9.57	$9.79	2.3%
4.0 Loading, hauling and dumping of uprooted stumps from trees that are 25 to 36 inches with root ball.	500	Each	$350.00	$358.05	2.3%
5.0 Loading, hauling and dumping of uprooted stumps from trees that are 37-48 inches with root ball.	100	Each	$550.00	$562.65	2.3%
6.0 Loading, hauling and dumping of uprooted stumps from trees that are 49 inches and larger with root ball.	25	Each	$750.00	$767.25	2.3%
7.0 Cutting and dropping of hazardous hanging limbs over 2 inches in diameter.	240,000	Each Tree	$42.00	$42.97	2.3%
8.0 Removal of hazardous trees 6” – 12” in diameter at breast height.	1000	Each	$150.00	$153.45	2.3%
9.0 Removal of hazardous trees 13” – 24” in diameter at breast height.	500	Each	$475.00	$485.93	2.3%
10.0 Removal of hazardous trees 25” – 36” in diameter at breast height.	100	Each	$550.00	$562.65	2.3%
11.0 Removal of hazardous trees 37” or larger in diameter.	50	Each	$700.00	$716.10	2.3%
12.0 Site operation, debris acceptance, pile management, volume reduction (by grinding) material loading for transport.	1 million	CY	$5.39	$5.51	2.3%
12.1 Site operation, debris acceptance, pile management, volume reduction (by incineration) material loading for transport.	1 million	CY	$4.19	$4.29	2.3%

12.2 Site operation, debris acceptance, pile management, volume reduction (by open burning) material loading for transport.	1 million	CY	$3.13	$3.20	2.3%
12.3 Site operation, debris acceptance, pile management, volume reduction (by compaction) material loading for transport.	1 million	CY	$3.13	$3.20	2.3%
13.0 Haul-out of Reduced Debris to final disposal facility at a one-way distance of 0 – 20 miles.	1 million	CY	$2.25	$2.30	2.3%
14.0 Haul-out of Reduced Debris to final disposal facility at a one-way distance of 20 miles or greater.	1 million	CY	$2.88	$2.95	2.3%
15.0 Dead Animal Carcass hauling to a designated landfill or incinerator site (incinerator operation and disposal compensated under Part B).	100 Ton	Ton	$350.00	$358.05 $0.00	2.3% 2.3%
16.0 Household Hazardous Waste	10,000 lbs.	Pounds	$5.55	$5.68	2.3%
17.0 White Goods	500	Each	$75.00	$76.73	2.3%
18.0 Freon Removal	250	Each	$55.00	$56.27	2.3%
19.00 E-Waste	500	Each	$42.00	$42.97	2.3%
20.0 Addional Mileage Outside 20 Miles	Each Additional	Mile	$0.16	$0.16	2.3%
GRAND EXTENSION TOTAL					
PART B - EQUIPMENT AND LABOR RATES					
Equipment Type	Hourly Equipment Rate	Hourly Labor Rate	Equipment Rate Plus Labor Rate = Total Hourly Rate		
Air Curtain Pit Burner **w/operator**	$55.00	$42.00	$97.00	$99.23	2.3%
Air Curtain Refractory Incinerator **w/operator**	$85.00	$42.00	$127.00	$129.92	2.3%
Bobcat Loader **w/operator**	$42.00	$42.00	$84.00	$85.93	2.3%
Bucket Truck ***w/operator***	$92.00	$72.00	$164.00	$167.77	2.3%
Chipper/Mulcher (8" throat) **w/operator**	$45.00	$42.00	$87.00	$89.00	2.3%
Chipper/Mulcher (12" throat) **w/operator**	$58.00	$42.00	$100.00	$102.30	2.3%
Crash Truck w/Impact Attenuator ***w/operator***	$46.00	$42.00	$88.00	$90.02	2.3%
Crew Foreman w/Cell Phone and Pickup **w/operator**	$12.00	$45.00	$57.00	$58.31	2.3%
Dozer, Tracked, D5 or similar **w/operator**	$121.00	$42.00	$163.00	$166.75	2.3%
Dozer, Tracked, D6 or similar **w/operator**	$132.00	$42.00	$174.00	$178.00	2.3%
Dozer, Tracked, D7 or similar **w/operator**	$139.00	$42.00	$181.00	$185.16	2.3%
Dozer, Tracked, D8 or similar **w/operator**	$155.00	$42.00	$197.00	$201.53	2.3%
Dump Truck, 18 CY-20 CY **w/operator**	$45.00	$42.00	$87.00	$89.00	2.3%

Dump Truck, 21 CY-30 CY **w/operator**	$49.00	$42.00	$91.00	$93.09	2.3%
Generator and Lighting **w/operator**	$43.67	$42.00	$85.67	$87.64	2.3%
Grader w/12' Blade **w/operator**	$137.00	$42.00	$179.00	$183.12	2.3%
Hydraulic Excavator, 1.5 CY **w/operator**	$136.00	$42.00	$178.00	$182.09	2.3%
Hydraulic Excavator, 2.5 CY **w/operator**	$145.00	$42.00	$187.00	$191.30	2.3%
Knuckleboom Loader **w/operator**	$128.00	$42.00	$170.00	$173.91	2.3%
Laborer w/Chain Saw **w/operator**	$5.00	$42.00	$47.00	$48.08	2.3%
Laborer w/small tools, traffic control, flag person	$3.00	$36.00	$39.00	$39.90	2.3%
Lowboy Trailer w/Tractor **w/operator**	$57.00	$42.00	$99.00	$101.28	2.3%
Log Skidder ***w/operator***	$125.00	$42.00	$167.00	$170.84	2.3%
Mobile Crane (Adequate for hanging limbs/leaning trees) ***w/operator***	$145.00	$42.00	$187.00	$191.30	2.3%
Operations Manager w/Cell Phone and Pickup **w/operator**	$12.00	$85.00	$97.00	$99.23	2.3%
Pickup Truck, .5 Ton **w/operator**	$12.00	$0.00	$12.00	$12.28	2.3%
Soil Compactor 81 HP+ ***w/operator***	$52.00	$42.00	$94.00	$96.16	2.3%
Soil Compactor 80 HP **w/operator**	**$42.00**	**$42.00**	$84.00	$85.93	2.3%
Soil Compactor, Towed Unit **w/operator**	**$40.00**	**$42.00**	$82.00	$83.89	2.3%
Stump Grinder 30" diameter or less ***w/operator***	**$55.00**	**$42.00**	$97.00	$99.23	2.3%
Stump Grinder greater than 30" diameter **w/operator**	**$65.00**	**$42.00**	$107.00	$109.46	2.3%
Traffic Control, Temporary Single Lane Closure **w/operator**	**$3.00**	**$42.00**	$45.00	$46.04	2.3%
Traffic Control, Temporary Road Closure **w/operator**	**$3.00**	**$42.00**	$45.00	$46.04	2.3%
Tree Climber s/Chainsaw **w/operator**	**$5.00**	**$42.00**	$47.00	$48.08	2.3%
Truck, Flatbed ***w/operator***	**$45.00**	**$42.00**	$87.00	$89.00	2.3%
Tub Grinder, 800 to 1,000 HP **w/operator**	**$445.00**	**$65.00**	$510.00	$521.73	2.3%
Waste Collection Rear Loader Truck **w/operator**	**$85.00**	**$72.00**	$157.00	$160.61	2.3%
Water Truck **w/operator**	**$43.00**	**$42.00**	$85.00	$86.96	2.3%
Wheel Loader, 2.5 CY, 950 or similar **w/operator**	**$98.00**	**$42.00**	$140.00	$143.22	2.3%
Wheel Loader, 3.5 – 4.0 CY, 966 or similar **w/operator**	**$104.00**	**$42.00**	$146.00	$149.36	2.3%
Wheel Loader, 4.5 CY, 980 or similar **w/operator**	**$108.00**	**$42.00**	$150.00	$153.45	2.3%
Wheel Loader-Backhoe, 1.0 – 1.5 CY **w/operator**	**$60.00**	**$42.00**	$102.00	$104.35	2.3%

Other – Please Itemize					

Southwest Consumer Price Index Indicators

CPI for All Urban Consumers (CPI-U): U.S. City Average, Dallas-Fort Worth-Arlington, and Houston-The Woodlands-Sugar Land, April 2025
(1982-84=100 unless otherwise noted)

Item and group	U.S. City Average				Dallas-Fort Worth-Arlington				Houston-The Woodlands-Sugar Land			
	Index	Percent change			Index	Percent change			Index	Percent change		
	Apr. 2025	12-month	1-month	2-month	Apr. 2025	12-month	1-month	2-month	Apr. 2025	12-month	1-month	2-month
All items	320.795	2.3	0.3	0.5	–	–	–	–	278.069	1.2	–	0.9
Food and beverages	334.918	2.7	0.0	0.4	–	–	–	–	307.335	2.9	–	-0.1
Food	337.747	2.8	0.0	0.4	–	–	–	–	309.096	2.6	–	-0.3
Food at home	311.840	2.0	-0.3	0.2	274.766	1.4	1.4	0.3	293.873	1.5	0.5	-0.6
Cereals and bakery products	355.976	0.0	-0.7	-0.5	318.903	0.5	-0.4	1.0	326.606	-3.6	-1.1	-3.0
Meats, poultry, fish, and eggs	344.883	7.0	-0.9	0.0	333.026	4.3	1.7	-2.5	336.211	8.0	-0.7	-1.8
Dairy and related products	271.750	1.6	-0.2	0.9	243.490	3.6	0.5	-1.0	240.059	0.7	6.5	7.8
Fruits and vegetables	349.187	-0.9	-0.3	-1.1	223.728	-1.6	3.1	1.5	373.614	2.0	-0.1	-2.3
Nonalcoholic beverages and beverage materials[1]	227.738	3.2	0.4	1.0	239.512	3.8	0.8	2.8	356.470	-0.2	0.9	1.4
Other food at home	275.270	0.7	0.0	0.8	269.276	-0.7	1.7	1.4	244.993	-1.0	0.6	-0.7
Food away from home	380.039	3.9	0.4	0.8	–	–	–	–	320.241	3.7	–	0.1
Alcoholic beverages	294.880	1.8	0.0	0.2	–	–	–	–	267.152	9.2	–	3.7
Housing	344.801	4.0	0.4	0.7	–	–	–	–	276.368	2.3	–	1.2
Shelter	413.389	4.0	0.3	0.7	351.580	2.2	-0.3	-0.1	332.298	1.1	0.4	0.8
Rent of primary residence	432.956	4.0	0.3	0.5	373.740	2.3	0.0	-0.1	328.642	1.2	0.6	0.9
Owners' equivalent rent of residences[2]	425.106	4.3	0.3	0.6	373.983	1.7	-0.9	-0.6	311.073	1.4	0.5	0.8
Owners' equivalent rent of primary residence[2]	425.117	4.3	0.3	0.6	373.983	1.7	-0.9	-0.6	311.073	1.4	0.5	0.8
Fuels and utilities	328.138	5.4	0.3	0.9	–	–	–	–	–	–	–	–
Household energy	274.805	5.5	0.3	1.1	–	–	–	–	–	–	–	–
Energy Services	280.577	6.2	0.6	1.5	–	–	–	–	–	–	–	–
Electricity	286.652	3.6	0.2	1.2	–	–	–	–	–	–	–	–
Utility (piped) gas service	256.501	15.7	1.7	2.4	–	–	–	–	–	–	–	–
Household furnishings & operations	150.485	2.3	0.7	0.7	–	–	–	–	161.383	5.1	–	0.0
Apparel	132.544	-0.7	-1.1	-0.2	–	–	–	–	181.139	-8.6	–	-1.5
Transportation	272.503	-1.5	0.9	0.5	–	–	–	–	237.392	-2.2	–	1.0
Private transportation	272.793	-1.1	0.9	0.7	–	–	–	–	239.448	-2.7	–	0.8
New and used motor vehicles[3]	125.514	0.4	0.5	0.6	–	–	–	–	101.447	-0.8	–	0.5
New vehicles[1]	178.795	0.3	0.4	0.4	–	–	–	–	197.081	0.7	–	0.5
Used cars and trucks[1]	182.861	1.5	0.5	0.8	–	–	–	–	296.570	0.2	–	0.5
Motor fuel	285.351	-11.7	2.8	1.9	269.825	-14.7	2.9	3.6	245.542	-13.5	2.6	2.6
Gasoline (all types)	284.526	-11.8	2.9	2.0	267.912	-14.7	3.0	3.7	245.792	-13.5	2.7	2.8
Motor vehicle insurance[1]	892.553	6.4	0.2	-0.4	–	–	–	–	–	–	–	–
Medical care	576.988	2.7	0.4	0.6	–	–	–	–	556.279	3.4	–	0.5
Recreation[3]	140.627	1.6	-0.1	-0.1	–	–	–	–	131.983	-0.1	–	1.5
Education and communication[3]	146.354	0.2	-0.2	-0.1	–	–	–	–	122.446	0.7	–	0.3
Tuition, other school fees, and childcare[1]	882.223	3.6	0.0	0.2	–	–	–	–	1320.232	-1.0	–	0.0
Other goods and services	576.398	3.6	0.3	1.3	–	–	–	–	494.041	3.5	–	0.6
SPECIAL INDEXES (CPI-U)												
Energy	279.888	-3.7	1.5	1.5	304.290	-2.8	1.5	1.2	206.626	-5.0	4.7	4.8
All items less shelter	288.084	1.4	0.3	0.5	–	–	–	–	256.938	1.1	–	0.9
All items less food and energy	326.815	2.8	0.3	0.5	–	–	–	–	285.480	1.5	–	0.7
All items (1967 = 100)	960.958				–				891.869			
CPI FOR URBAN WAGE EARNERS AND CLERICAL WORKERS (CPI-W)												
All items	314.243	2.1	0.3	0.6	–	–	–	–	272.791	0.7	–	0.8
All items (1967 = 100)	936.033				–				870.628			

(1) Dallas indexes on a February 1978=100 base. Houston indexes on an April 1978=100 base.
(2) Indexes on a December 1982=100 base.
(3) Indexes on a December 1997=100 base.

Note: The CPI measures changes in prices of all goods and services purchased for consumption by urban households. The indexes for food at home, energy, and shelter are compiled monthly for the Dallas and Houston areas. Full surveys, which produce the All Items Indexes and major components, are compiled every two months. These full surveys are published for the odd-numbered months for Dallas and for the even-numbered months for Houston.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.40. **7/22/2025**

Amend Court Order I.8 Dated June 24, 2025 Request for Proposals for Pavement Repairs for Silverlake Phase II

Amend Court Order I.8 dated June 24, 2025 “Request for Proposal for Pavement Repairs for Silverlake Phase II” in order to change the procurement method from a Request for Proposal (RFP) to a Competitive Sealed Proposal (CSP).

In addition, the procurement will continue to utilize funds from the department’s approved fiscal year 2025 budget.

Further, the original evaluation committee members will remain the same.

Matt Hank, County Engineer
Wael Tabara, Assistant County Engineer
Barbara Martinez, Staff Engineer
Jessica Romero, County Auditor’s Office
Natasha Stulberg, Purchasing Department (non-voting member)

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.8. **6/24/2025**

Advertise Request for Proposals for Pavement Repairs for Silverlake Phase II

Approval to advertise Request for Proposal for “Pavement Repairs for Silverlake Phase II” for the Engineering 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 funds from the department’s 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.

Matt Hanks, County Engineer
Wael Tabara, Assistant County Engineer
Barbara Martinez, Staff Engineer
Jessica Romero, County Auditor’s Office
Natasha Stulberg, Purchasing Department (non-voting member)

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.41. **7/22/2025**

Amend Court Order I.7 Dated June 24, 2025 Request for Proposals for Concrete Pavement Repairs 2025 Bar X, Phase V

Amend Court Order I.7 dated June 24, 2025 “Request for Proposal for Concrete Pavement Repairs 2025 Bar X, Phase V-Mill Road (CR 969M) from SH 35 to Flintlock CT” in order to change the procurement method from a Request for Proposal (RFP) to a Competitive Sealed Proposal (CSP).

In addition, the procurement will continue to utilize funds from the department’s approved fiscal year 2025 budget.

Further, the original evaluation committee members will remain the same.

Matt Hank, County Engineer
Wael Tabara, Assistant County Engineer
Barbara Martinez, Staff Engineer
Jessica Romero, County Auditor’s Office
Natasha Stulberg, Purchasing Department (non-voting member)

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.7. **6/24/2025**

Advertise Request for Proposals for Concrete Pavement Repairs 2025 Bar X, Phase V

Approval to advertise Request for Proposal for “Concrete Pavement Repairs 2025 Bar X, Phase V-Mill Road (CR 969M) from SH 35 to Flintlock Ct” for the Engineering 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 funds from the department’s 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.

Matt Hanks, County Engineer
Wael Tabara, Assistant County Engineer
Barbara Martinez, Staff Engineer
Jessica Romero, County Auditor’s Office
Natasha Stulberg, Purchasing Department (non-voting member)

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.42. **7/22/2025**

Amend Court Order I.5 Dated July 8, 2025 Advertise Request for Proposals for the Construction of a Teen Center Building

Amend Court Order I.5 dated July 8, 2025 “Advertise Request for Proposals for Construction of a Teen Center Building” in order to change the procurement method from a Request for Proposal (RFP) to a Competitive Sealed Proposal (CSP).

In addition, the procurement will continue to utilize funds from the department’s approved fiscal year 2025 budget.

Further, the original evaluation committee members will remain the same.

William Lassiter, Facilities Management
Gerald Hendrick, Facilities Management
Randy Rhyne, Brazoria County Fairgrounds
Natasha Stulberg, Purchasing Department (non-voting member)

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.5. **7/8/2025**

Advertise Request for Proposals for the Construction of a Teen Center Building

Approval to advertise Request for Proposals for “Construction of a Teen Center Building” which has been determined by the Purchasing Agent to be the procurement method to use that is in the best interest of the County.

Further, approve a committee to review the proposal submittals from the persons shown below, their designee, or other persons ad determined by the Court.

William Lassiter, Facilities Management
Gerald Hendrick, Facilities Management
Randy Rhyne, Brazoria County Fairgrounds
Natasha Stulberg, Purchasing Department (non-voting member)

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.43. **7/22/2025**

Renew C #22-89 Employee Drug Tests and Physicals

Approval to renew “C #22-89 Employee Drug Tests and Physicals” with the following companies per the terms, conditions and pricing of the current contract which is set to expire on August 22, 2025:

- Heights Family Practice of Pearland, Texas
- MyCHN Lake Jackson of Lake Jackson, Texas

In addition, renew with a price increase as per the attached, with Next Level Urgent Care of Lake Jackson, Texas, due to increases in medical supplies and labor.

Per the request of the Human Resource Department, add Department of Transportation Pre-Employment (DOT PE) and Hair Follicle testing.

The renewal term shall be August 23, 2025 to August 22, 2026.

NEXT LEVEL

Description	Current Price	Requested Renewal Price	% increase
Pre-Employment Physical, Non-DOT	$65.00	$ 70.00	8%
Drug Screen for Workers Compensation Related Accidents & Random DOT and Non-DOT Drug Testing, as needed	$45.00	$ 50.00	11%
Breath Ethanol Testing	$35.00	$ 40.00	14%
Pre-Employment, Non-DOT Drug Screen to include the following: 6AM; Amphetamines; Cannabinoids; Cocaine; MDA-Analogues; Opioids; Phencyclidine	$45.00	$ 50.00	11%
Administer & Read Tuberculosis Test for Juvenile Probation New Hires	$35.00	$ 40.00	14%
Administer & Read Tuberculosis X-Ray for all Juvenile Probation Employees who test positive for TB	$70.00	$ 75.00	7%
Hepatitis A, B and C Comprehensive Panel: Hep A Antibody	$50.00	$ 50.00	0%
Hepatitis A, B and C Comprehensive Panel: Hep B Surface Antigen	$45.00	$ 50.00	11%
Hepatitis A, B and C Comprehensive Panel: Hep C Antibody	$45.00	$ 65.00	44%
HIV panel	$60.00	$ 65.00	8%
New Added Service: DOT PE	$100.00	-	-
New Added Service: Hair Follicle	$165.00	-	-

Monday, June 10th, 2024

To Whom It May Concern: Brazoria County Purchasing Department

Next Level Urgent Care has agreed to renew C# 22-89 Employee Drug Tests & Physicals with the following price increase for each exam and test.

- Drug Screen for Workers Compensation Related Accidents & Random DOT and Non-DOT Drug Testing. Increase in supplies and labor have resulted in the rate increase. Our vendor which equipes us with urine drug screen supplies has increased their price by 6% and lab services have increased their rate by 5%. NLUC provided raises for our staff this year to assist with the increase in the cost of living up to 3%.
- Breath Ethanol Testing. Increase in supplies and labor have resulted in the rate increase. Our vendor which equipes us with urine drug screen supplies has increased their price by 6%. NLUC provided raises for our staff this year to assist with the increase in the cost of living up to 3%.
- Pre-Employment, Non-DOT Drug Screen to include the following: 6AM; Amphetamines; Cannabinoids; Cocaine; MDA-Analogues; Opioids; Phencyclidine. Increase in supplies and labor have resulted in the rate increase. Our vendor which equipes us with urine drug screen supplies has increased their price by 6% and lab services have increased their rate by 5%. NLUC provided raises for our staff this year to assist with the increase in the cost of living up to 3%.
- Administer & Read Tuberculosis Test for Juvenile Probation New Hires. Increase in supplies and labor have resulted in the rate increase. NLUC provided raises for our staff this year to assist with the increase in the cost of living up to 3%.
- Administer & Read Tuberculosis X-Ray for all Juvenile Probation Employees who test positive for TB. Increase in supplies and labor have resulted in the rate increase. Radiologist rate increased by 10%. NLUC provided raises for our staff this year to assist with the increase in the cost of living up to 3%.

In relation to the services listed above, there are multiple individuals within our organization that touch and handle each patient and provide appropriate documentation and administrative work to deliver the final product to the client. Thank you in advance for understanding the reasons due to the increase. Please reach out if you have any questions.

Thank you,
Allyson Waybright
VP of Business Development
Cell: 936-661-2061
Email: awaybright@nlucc.com

Monday, June 10th, 2024

To Whom It May Concern:

Brazoria County Purchasing Department

Next Level Urgent Care has agreed to renew C# 22-89 Employee Drug Tests & Physicals with the following price increase for each exam and test.

- Drug Screen for Workers Compensation Related Accidents & Random DOT and Non-DOT Drug Testing. Increase in supplies and labor have resulted in the rate increase.
- Breath Ethanol Testing. Increase in supplies and labor have resulted in the rate increase.
- Pre-Employment, Non-DOT Drug Screen to include the following: 6AM; Amphetamines; Cannabinoids; Cocaine; MDA-Analogues; Opioids; Phencyclidine. Increase in supplies and labor have resulted in the rate increase.
- Administer & Read Tuberculosis Test for Juvenile Probation New Hires. Increase in supplies and labor have resulted in the rate increase.
- Administer & Read Tuberculosis X-Ray for all Juvenile Probation Employees who test positive for TB. Increase in supplies and labor have resulted in the rate increase.

Thank you in advance for understanding the reasons due to the increase. Please reach out if you have any questions.

Thank you,

Allyson Waybright
VP of Business Development
Cell: 936-661-2061
Email: awaybright@nlucc.com

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.44. **7/22/2025**

Renew RFP #21-60 Electronic Content Materials for the Library

Approval to renew “RFP #21-60 Electronic Content Material for the Library” with the following vendors for the fifth (5th) year of a five (5) contract per the terms, conditions and pricing of the current contract which is set to expire on September 30, 2025.

- Brainfuse, Inc. of New York, NY
- World Book, Inc. of Chicago, IL
- InfoUSA Marketing, Inc. (Data Axle) of Bellevue, NE
- Kanopy, Inc. of San Francisco, CA
- Midwest Tapes, LLC of Holland, OH
- Library Sales, Inc. dba Sebco Books of Pembroke Park, FL
- Library Ideas, LLC of Venna, VA
- EBSCO Industries, Inc. dba EBSCO Information Services of Ipswich, MA

In addition, approval to renew with a price increase with the following vendors per the attached. All other terms and conditions of the contract will remain the same.

- Baker & Taylor, LLC of Charlotte, NC
- Morning Star, Inc. of Chicago, IL
- Niche Academy of Lehi, UT

Renewal term shall be October 1, 2025 to September 30, 2026.

Further, expenditures will be funded by the department’s annual fiscal year budget.

21-60 Price Increase Summary

Approval to renew with a price increase of 5% for “RFP #21-60 Electronic Content Material for the Library” to Baker & Taylor, LLC of Charlotte NC , as per the attached.

The vendor stated there has been an overall price increase for Software Publishing resulting in the proposed increase. The Producer Price Index (PPI) supports the increase and actually shows an increase of 7.11 % since the vendors last price increase, therefore the increase is justified.

Approval to renew with a price increase of 3 % for “RFP #21-60 Electronic Content Material for the Library” to Morning Star, Inc., of Chicago, IL as per the attached.

The vendor has not requested a price increase since the contract went into effect back in 2021. The vendor is requesting a proposed increase of three (3) percent due to industry pricing increases and expanded services. The PPI reports show an increase of 10.52% based on software publishing, therefore the increase is justified.

Approval to renew with a price increase of 5 % for “RFP #21-60 Electronic Content Material for the Library” to Niche Academy of Lehi, UT as per the attached.

The vendor stated the price of consumer goods and wage and benefits as the reason for the proposed increase. The PPI report for software publishing supports the increase, therefore the increase is justified.

PPI Industry Data
Original Data Value

Series Id: PCU5132--5132--
Series Title: PPI industry group data for Software publishers, not
Industry: Software publishers
Product: Software publishers
Base Date: 200312
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	91.6	91.6	91.3	90.9	90.8	90.4	90.5	90.7	91.1	91.0	91.6	91.6
2016	92.3	92.4	91.5	92.6	91.8	91.3	90.9	92.4	91.4	91.1	92.3	91.8
2017	91.2	92.2	92.9	93.4	93.9	93.5	92.8	92.6	91.6	92.2	91.9	91.7
2018	91.9	91.1	92.8	92.3	92.6	92.1	92.8	91.7	91.5	91.7	91.6	90.2
2019	91.8	90.3	90.5	91.4	92.3	91.3	92.5	92.1	91.9	91.7	91.4	91.2
2020	91.0	91.3	91.3	91.8	91.5	92.0	92.0	91.7	92.7	93.4	93.3	92.5
2021	92.2	91.0	91.7	91.9	92.5	92.8	92.930	92.777	92.523	93.238	93.078	92.009
2022	93.202	90.426	92.650	91.133	92.382	92.743	93.227	92.543	93.351	92.561	91.023	91.597
2023	93.566	94.309	94.331	93.812	95.439	95.837	96.062	96.913	97.273	98.465	97.373	98.723
2024	98.323	98.021	98.581	100.225	100.709	102.600	105.595	104.742	105.835	106.916	107.253	106.472
2025	106.020	105.563	105.570	102.222	102.232							

MORNINGSTAR®

22 West Washington Street
Chicago
Illinois 60602

Telephone: +1 312 696-6000
Facsimile: +1 312 696-6001

Brazoria County, Purchasing Department
ATTN: SUSAN P. SERRANO, CPPO, CPPB
237 E. Locust Street, Suite 406
Angleton, TX 77515

July 11, 2025

Dear Ms. Serrano,

Thank you for your intent to renew the subscription to Morningstar Investing Center. We have enjoyed the strong relationship we have built over the last 10+ years, and we look forward to continuing to serve your community. We have been able to keep pricing flat the last couple of years, but there is a slight 3% increase for the upcoming renewal period.

As a leader in independent investment research, we are committed to offering investors the tools and research necessary for them to make informed investment decisions so they can better reach their investment goals.

The database is live, so patrons have access to real-time date, and the new content our analysts and editorial team continue to publish daily. With the current market climate volatility, patrons can stay informed on topics such as tariffs, high inflation, recessions, and the best way to diversify your investment portfolio in today's market.

We have expanded our Industry research to now include Industry Pulse and Industry Landscape reports.

We continue to work on Mo, Morningstar's AI-powered assistant designed to generate and summarize Morningstar's independent insights and assist with in-product questions.

We are confident your patrons will continue to find our database valuable, and we hope to continue to serve Brazoria County for years to come.

Sincerely,

Fani D. Koutsovitis
Sales Director
Morningstar Library Services

RFP #21-60 ELECTRONIC CONTENT MATERIAL FOR THE LIBRARY
MORNINGSTAR
RENEWAL TERM: Oct 01, 2025 - September 30, 2026

DESCRIPTION	PRICE	Proposed Price	% of Increase
Investment - Resource for library patrons to research stock and other investments.	Morningstar Investment Research Center		
Annual Pricing and all applicable hosting or platform fees	$3,553	$3,660	3%
Additional Fees for training, end-user documentation, MARC records, metadata records, service upgrades or enhancements	$0.00		

Gmail Accounting Niche Academy <accounting@nicheacademy.com>

Niche Academy Legacy Library Uplift Fee 2025

1 message

Accounting Niche Academy <accounting@nicheacademy.com> Fri, Jan 24, 2025 at 2:31 PM
To: Brazoria County Library System <invoices@brazoriacountytx.gov>

Dear Brazoria County Library System,

Since February 2020, the price of consumer goods has increased more than 20%, resulting in increased wage and benefit costs at Niche Academy. We value and invest in people. We also take our legacy pricing promise seriously and have upheld it over the last ten years by accepting lower margins and finding new efficiencies internally.

Legacy pricing has locked in your rate over the last so many years. In order to continue providing our customers innovation and value, starting July 1, 2025 we will implement a 5% uplift fee on your next renewal, and a 3-5% uplift fee on future renewals. For example:
- If your subscription renews on March 1, 2025, you won't see the 5% uplift fee until March 1, **2026.**
- If your subscription renews on or after July 1, 2025, you can expect to see the 5% uplift on your renewal this year.

To be specific, Brazoria County Library System can expect their renewal rate to be $5,500.00 for service starting May 6, 2025. Next year, your renewal will be $5,775.00 for service starting May 6, 2026 .

We know this change is unexpected and we hope this timeline gives you space for budget planning. The good news is, even with the start of an annual increase, your legacy status still affords you a **considerable** discount off current pricing.

Please feel free to reach out with any questions or concerns you may have. We look forward to a successful and ongoing working relationship.

All the best,
Niche Academy

--
Accounting Department | 801-406-6355
139 Hunters Grove Lane Ste. 308, Lehi, UT 84043
accounting@nicheacademy.com

NICHE ACADEMY

--
Unsubscribe

RFP #21-60 ELECTRONIC CONTENT MATERIAL FOR THE LIBRARY
NICHE ACADEMY
RENEWAL TERM: Oct 01, 2025 - September 30, 2026

DESCRIPTION	PRICE	Proposed Price	% of Increase
E-CONTENT DELIVERY PLATFORMS (see 2.1 in proposal)			
Annual Pricing and all applicable hosting or platform fees - Niche Academy	$5,500	5775	5%
Additional Fees for training, end-user documentation, MARC records, metadata records, service upgrades or enhancements	$0		

RFP #21-60 ELECTRONIC CONTENT MATERIAL FOR THE LIBRARY
BAKER AND TAYLOR
RENEWAL TERM: Oct 01, 2025 - September 30, 2026

DESCRIPTION	PRICE	Proposed Price	% of Increase
E-CONTENT DELIVERY PLATFORMS (see 2.2 in proposal)			
Annual Pricing and all applicable hosting or platform fees-PressReader	23,175.00	24,33.75	5%
Additional Fees for training, end-user documentation, MARC records, metadata records, service upgrades or enhancements	no other fees applicable to this service		
Boundless (formerly Axis360) No annual renewal based on if County chooses to purchase titiles			

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.45. **7/22/2025**

Renewal with Rate Increase for Waste Connections Inc.

Approve the renewal with a 3.00% increase for internal contract “C #07-20 City of Manvel Solid Waste Collection and Recyclable Materials Collection” for the franchise agreement with the City of Manvel for the Angleton Service yard location for another 12 month period.

In addition, the franchise agreement allows for the modification of the rates based upon the Consumer Price Index rate for all Urban consumers (CPI-U). The rate increase was presented at the City of Manvel City Council meeting on May 5, 2025 as per the attached.

Further, the rate will increase to $275.08 for the six (6) cubic yard / 2 lifts per week container. The increase, which includes the 3% increase and the 15% franchise fee, will be covered by the Facilities Management approved Fiscal Year 2025 utilities budget.

WASTE CONNECTIONS INC.

Connect with the Future®

February 19, 2025
City of Manvel
Attn: City Manager
20031 Morris Ave,
Manvel, TX 77578

RE: Annual Rate Adjustment

Dear City Manager

Waste Connections would like to sincerely thank you for the great opportunity we have had to serve the citizens and community of Manvel. We thoroughly enjoy and appreciate the relationship between Waste Connections and the City of Manvel.

Each year we evaluate the CPI-U and disposal costs per our contract with the city. This year the CPI-U and disposal adjustment is 3.00%. I have enclosed further details of these adjustments with this letter.

We would like to adjust these rates on the June billing cycle.

Should you have any questions or concerns regarding this adjustment or anything else, please feel free to contact me at the office at 281-331-0810.

Best Regards,

Matt Lowe
District Manager
Waste Connections of TX
Matt.Lowe@wasteconnections.com

EXHIBIT "A"
CITY OF MANVEL
SOLID WASTE SCHEDULE
EFFECTIVE 2025-06

Tax & Franchise Fees not included in rates.

3.00%

Total Residential Cart/Recycle Cart	**$**	**25.10**	**per month**
Total Per additional trash Cart	**$**	**16.20**	**per month**
Total Per additional Recycle Cart	**$**	**16.20**	**per month**
To cancel Recycle & add trash cart	**$**	**-**	**per month**
Total Commercial Cart/Recycle Cart	**$**	**41.73**	**per month**
2 x Week trash & 1 x Week Recycle	**$**	**-**	
Total Per additional CO trash Cart- 2xWk	**$**	**29.16**	**per month**
Total Per additional CO Recycle Cart- 1xWk	**$**	**29.16**	**per month**

$ 75.30

Tax and franchise fees are not included in rates.
Franchise Fee is not charged tax. Take base rate x's by 15% franchise fee, then take base rate and x's by 8.25% tax. Last add these totals together for all in price.

Tax Code: Manvel Franchise = Tax & Franchise fees charged

CONTAINER SIZE	Lifts Per Week 1	2	3	4	5	6	*Extra-Lifts*
2 Cubic Yd	$ 82.22	$ 142.03	$ 206.81	$ 266.61	$ 347.59	$ 444.77	$ 49.83
3 Cubic Yd	$ 92.19	$ 158.22	$ 227.99	$ 282.81	$ 368.77	$ 465.95	$ 54.81
4 Cubic Yd	$ 103.41	$ 168.19	$ 239.20	$ 303.99	$ 391.20	$ 509.55	$ 66.03
6 Cubic Yd	$ 147.01	$ 239.20	$ 320.19	$ 391.20	$ 564.37	$ 715.12	$ 98.42
8 Cubic Yd	$ 179.41	$ 299.00	$ 396.19	$ 498.34	$ 693.94	$ 915.70	$ 130.81

Lock Charge **10.73** Per Month

Consumer Price Index for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUSR0000SEHG
Seasonally Adjusted
Series Title: Water and sewer and trash collection services in U.S.
Area: U.S. city average
Item: Water and sewer and trash collection services
Base Period: DECEMBER 1997=100
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2015	210.090	210.981	211.468	211.987	212.729	213.299	213.986	215.560	216.143	216.550	217.124	217.742		
2016	218.191	218.681	219.417	220.319	221.497	221.680	221.530	222.383	223.102	223.631	224.493	225.013		
2017	226.235	227.001	227.360	227.883	228.445	228.803	229.186	229.664	230.179	230.838	231.604	232.042		
2018	232.771	233.609	234.041	234.873	235.894	236.642	237.301	238.261	238.605	239.276	241.862	242.436		
2019	241.276	241.538	242.397	243.288	243.924	244.538	245.073	245.294	245.965	247.032	247.582	248.024		
2020	248.846	249.751	250.359	250.673	250.921	251.435	252.401	253.974	254.266	254.781	255.650	256.456		
2021	257.722	258.763	259.204	259.581	259.542	260.400	261.706	262.810	263.747	264.278	264.580	265.365		
2022	268.128	269.521	269.621	270.419	270.844	271.925	273.097	274.984	276.759	276.892	277.824	278.464		
2023	281.461	283.663	284.166	285.052	286.322	287.457	289.005	290.975	291.279	291.683	292.694	292.915		
2024	297.079	298.751	299.183	300.178	299.987	300.652	302.106	303.311	305.117	306.336	308.015	308.234		
2025	310.239	313.344	313.925	314.820	315.585	316.851								

May 5, 2025 MANVEL CITY COUNCIL MEETING MINUTES

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §
CITY OF MANVEL §

KEITH BONNER, COUNCIL PLACE 1
DAVID LANDS, COUNCIL PLACE 2
HARRY OPLIGER, COUNCIL PLACE 3
ED PERRY, COUNCIL PLACE 4
CRYSTAL SARMIENTO, COUNCIL PLACE 5
JEROME HUDSON, COUNCIL PLACE 6

DAN DAVIS, MAYOR
DAN JOHNSON, CITY MANAGER
TAMMY BELL, CITY SECRETARY

MISSION STATEMENT:
"The City of Manvel is a safe and responsible community, embracing the values of our past, present, and future citizens."

MINUTES 5/5/2025

Workshop Session

Mayor Davis called the workshop of the Manvel City Council to order at 5:00 p.m. Those in attendance were:

Present: Mayor Dan Davis
City Councilmember Place 1 Keith Bonner
City Councilmember Place 2 David Lands
City Councilmember Place 3 Harry Opliger
City Councilmember Place 4 Ed Perry
City Councilmember Place 5 Crystal Sarmiento
City Councilmember Place 6 Jerome Hudson

Absent: None

Also Present: Dan Johnson, City Manager
Robert Gervais, City Attorney
Keith Traylor, Chief of Police
Tammy Bell, City Secretary
Jose Abraham, Director of Development Services
Rosa Donaire, Director of Finance
Robbie Hall, Director of Public Works
Chad Dumont, Director of Personnel

Discuss amendment to Zoning Ordinance items.

Tree Preservation - Council is good with amendments
Medical Uses - Council good with amendments
NAICS - Council good with amendments

Discussion on any topic as listed on the current agenda.

General discussion on the following:
Consent Agenda Item 2
Regular Agenda Item 1
Regular Agenda Item 4
Regular Agenda Item 5
Regular Agenda Item 11
Regular Agenda Item 12

The Workshop closed at 5:58 p.m.

Regular Session

Call To Order

Mayor Davis called the meeting of the Manvel City Council to order at 6:05 p.m.
Those in attendance were:

Present:	Mayor Dan Davis City Councilmember Place 1 Keith Bonner City Councilmember Place 2 David Lands City Councilmember Place 3 Harry Opliger City Councilmember Place 4 Ed Perry City Councilmember Place 5 Crystal Sarmiento City Councilmember Place 6 Jerome Hudson
Absent:	None
Also Present:	Dan Johnson, City Manager Robert Gervais, City Attorney Keith Traylor, Chief of Police Tammy Bell, City Secretary Jose Abraham, Director of Development Services Rosa Donaire, Director of Finance Robbie Hall, Director of Public Works Chad Dumont, Director of Personnel

Invocation

Inspirational Reading - Councilmember Bonner

Pledge

Presentations

Proclamations
National Police Week - May 11-17, 2025
National Public Works Week - May 18-24, 2025

Recognitions
Sergeant Nathan Peters - Manvel Police Department Officer of the Year.
Manvel Rocketry Club Students advance to Nationals in Washington DC.

Public Comments: "Comment Card" Required – None

City Manager Update

Pipe in front of Autozone is complete
Manvel Market relocating to Redeemer
Jose Abraham spoke on Development Update

Consent Agenda

1. Acceptance of the meeting minutes to date.

2. Update/notice on the CPI Rate Adjustment (Authorized under the Franchise Agreement)

3. Acceptance of infrastructure improvements for Detention Basin, Lake Amenity, and Storm Sewer to serve Foxtail Palms for Brazoria County Municipal Utility District 29 and City of Manvel, Texas to begin the Two-Year Maintenance Period.

4. Acceptance of infrastructure improvements for "Water Distribution and Wastewater Collection to serve GC Manvel East for Brazoria County Municipal Utility District 57, Brazoria County, Texas" to begin the Two-Year Maintenance Period.

5. Acceptance of infrastructure improvements for Water, Sanitary Sewer and Drainage Facilities and Paving and Appurtenances to serve Pomona Section 18 for Brazoria County Municipal Utility District 39, Brazoria County, Texas to begin the Two-Year Maintenance Period.

6. Acceptance of infrastructure improvements for Water, Sanitary Sewer and Drainage Facilities and Paving and Appurtenances to serve Pomona Section 23 for Brazoria County Municipal Utility District 39, Brazoria County, Texas to begin the Two-Year Maintenance Period.

7. Acceptance of infrastructure improvements for Lake "H" to serve Valencia for Brazoria County Municipal Utility District 83, Brazoria County, Texas to begin the Two-Year Maintenance Period.

8. Acceptance of infrastructure improvements for Water, Sanitary Sewer and Drainage Facilities and Paving and Appurtenances to serve Valencia Section 10 for Brazoria County Municipal Utility District 83 and City of Manvel, Texas to begin the Two-Year Maintenance Period.

9. Final acceptance of infrastructure improvements for "Water, Sanitary Sewer and Drainage Facilities and Paving and Appurtenances to serve Pomona Section 18 for Brazoria County Municipal Utility District 39, Brazoria County, Texas" and release the associated maintenance bond.

10. Final acceptance of infrastructure improvements for "Water, Sanitary Sewer and Drainage Facilities and Paving and Appurtenances to serve Pomona Section 23 for Brazoria County Municipal Utility District 39, Brazoria County, Texas" and release the associated maintenance bond.

Mayor Davis made the motion to amend the Consent Agenda to remove Items 3, 4, 5, and 6. Councilmember Bonner seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

Mayor Davis made the motion to approve the Consent Agenda, as amended. Councilmember Lands seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

Items Removed from Consent Agenda

No action was taken on Consent Agenda Items 3, 4, 5, 6 that were removed from the Consent Agenda.

Staff Presentations

Development update by Director of Development Services

Valencia PUD annual report

Regular Agenda

1. Consideration and possible action to award Akery Lake - Phase 1 Excavation to Sprint Sand and Clay and authorize the City Manager to execute the contract.
   Matt Strickland, VP of Sprint Sand and Clay

   Councilmembers discuss traffic, volume of trucks on roadways, road damage, and safety

   Councilmember Bonner made the motion to approve. Councilmember Hudson seconded the motion.

   The motion carried with a vote: 7/0

   Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

   No: None

   Absent: None

   Abstained: None

2. Consideration and possible action to approve design-related input and recommendation from the Parks and Recreation Board regarding City Hall Park. (*Recommendation by Parks and Recreation Board forwarded on 4/24/2025)*

   Jeff Gerber with PGAL provided the overview.
   Total project budget delta for park is $2,686,000
   City Hall projected timeline is completion in either April or August, depending on how the parking construction is approached.
   Next step is going out for bid.

Councilmember Perry made the motion to approve. Councilmember Sarmiento seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

3. Consideration and possible action to approve recommendation from the Parks and Recreation Board regarding the proposed Deloris Martin Park Facilities Plan. (*Recommendation by Parks and Recreation Board forwarded on 4/24/2025)*

Dan Johnson, City Manager, provided the overview.
$6 million park. The proposal would be 2 million from grants, 2 million from the County, and 2 million from the City.
Council is asked if they would like to continue this process by letting the commissioners discuss and start the process of preparing some sort of interlocal agreement.
Councilmember Opliger would prefer the County to help with drainage instead of a park.

Councilmember Sarmiento made the motion to approve the recommendation from the Parks and Recreation Board. Councilmember Bonner seconded the motion.

The motion carried with a vote: 6/1

Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: City Councilmember Place 3 Harry Opliger

Absent: None

Abstained: None

4. Consideration and possible action to approve a Design Modification Request to allow a crushed asphalt driveway for new home construction at 7619 Scott Avenue, Manvel, Texas; and authorize the Mayor to execute the associated Development Agreement. (*Forwarded with favorable recommendation by PD&Z on 4/28/2025*)

The applicant is present and addresses the Council. He shares that he will pour concrete to the property line, but needs a year to do the rest of the driveway in concrete.

Councilmember Sarmiento made the motion to approve. Councilmember Hudson seconded the motion.

The motion carried with a vote: 6/1

Yes: City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: Mayor Dan Davis

Absent: None

Abstained: None

5. Consideration and possible action to approve a subdivision variance request for an approximate 2-acre tract of land located at 9411 Quaker Court, Rosharon, TX 77583 (PID: 197902), seeking to vary Chapter 62, Section 62-108.- Lots. (a)(5) which requires a minimum one-acre lot area for residential lots not served by the public sewer system, to create two single-family residential lots; and authorize the Mayor to execute the associated Development Agreement.

Councilmember Hudson made the motion to approve. Councilmember Perry seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

6. Consideration and possible action to approve the first of two readings of Ordinance 2025-O-14; AN ORDINANCE AMENDING CHAPTER 77 "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF MANVEL, TEXAS, SAME BEING THE ZONING ORDINANCE OF THE CITY, BY AMENDING ARTICLE I. "IN GENERAL," SECTION 77-3.-- DEFINITIONS PERTAINING TO DEFINITIONS; BY AMENDING ARTICLE II. "DISTRICT REGULATIONS," SECTION. 77-44. – TREES, LANDSCAPING, FENCING, AND SCREENING PERTAINING TO TREE PRESERVATION; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $2,000.00 PER DAY FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY. (*Favorable recommendation forwarded by Parks and Recreation on 4/24/2025 and a Final Report recommending approval forwarded by PD&Z on 4/28/2025*)

Jose Abraham provided the overview. Parks and PD&Z want to add Pine trees to the list of protected trees.
Council does not want pines added.

Mayor Davis made the motion to amend 77-44(b)(4) to remove "E", which is pine trees. Councilmember Bonner seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

Councilmember Lands made the motion to approve as amended. Councilmember Sarmiento seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None
Absent: None
Abstained: None

7. Consideration and possible action to approve the first of two readings of Ordinance 2025-O-15; AN ORDINANCE AMENDING CHAPTER 77 "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF MANVEL, TEXAS, SAME BEING THE ZONING ORDINANCE OF THE CITY, BY AMENDING ARTICLE II. "DISTRICT REGULATIONS," SECTION 77-50 "USES REQUIRING SPECIFIC USE PERMIT (SUP)" TO AMEND CERTAIN CONDITIONS REQUIRED FOR HOSPITALS AND OTHER HEALTH CARE USES TO BE CONSISTENT WITH STATE LAW; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $2,000.00 PER DAY FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY. (*Final report recommending approval forwarded by PD&Z on 4/28/2025*)

Councilmember Bonner made the motion to approve. Councilmember Perry seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson
No: None
Absent: None
Abstained: None

8. Consideration and possible action to approve the first of two readings Ordinance 2025-O-16; AN ORDINANCE AMENDING CHAPTER 77 "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF MANVEL, TEXAS, SAME BEING THE ZONING ORDINANCE OF THE CITY, BY AMENDING ARTICLE II. "DISTRICT REGULATIONS," SECTION 77-26 PERMITTED USES, BY ADOPTING THE 2022 VERSION OF THE NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODES THAT DETERMINE PERMITTED USES; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $2,000.00 PER DAY FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY. (*Final report recommending approval forwarded by PD&Z on 4/28/2025*)

Councilmember Perry made the motion to approve. Councilmember Opliger seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson
No: None
Absent: None
Abstained: None

9. Consideration and possible action to approve on first and final reading, Ordinance 2025-O-17; AN ORDINANCE AMENDING ORDINANCE NO. 2024-O-38 AMENDING THE CITY FISCAL YEAR 2024 BUDGET ENDING SEPTEMBER 30, 2025, BY AMENDING THE CAPITAL PROJECTS FUND TO RECOGNIZE THE ADDITIONAL INTEREST REVENUE AND CREATE THE EXPENSE ACCOUNT FOR THE CAPITAL PROJECT CONSTRUCTION/DESIGN CROIX PARK PARKING LOT AND DIRECTING THE BUDGET OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET WITH THE CITY SECRETARY AND WITH THE OFFICE OF THE BRAZORIA COUNTY CLERK AND PROVIDING THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

   This would get about 100 parking spaces. The funding would come from interest earned.

   Councilmember Lands made the motion to approve. Councilmember Hudson seconded the motion.

   The motion carried with a vote: 7/0

   Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

   No: None

   Absent: None

   Abstained: None

10. Consideration and possible action to approve Infrastructure Improvements at Croix Park to include Parking Lot Expansion, Engineering, and Utilities at a cost not to exceed $500,000.00, and authorize the City Manager to make the expenditure.

    This will go out for bid. Mayor Davis asks to make sure trees are incorporated.

    Councilmember Bonner made the motion to approve. Councilmember Lands seconded the motion.

    The motion carried with a vote: 7/0

    Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

    No: None

    Absent: None

    Abstained: None

11. Consideration and possible action on the Manvel Fall Festival, approve the proposal from YNMFA, and authorize the City Manager to negotiate the terms and execute the final contract.

    The mayor is fine with using the group if they partner with Colleen at the Manvel Market.
    Council debates about the timeframe of the event being 11-5 vs 2-8. They suggest asking the YNFMA for more details about a later time feasibility.
    Council is good with beer and wine.
    The mayor shares that he thinks $150,000 is a good not-to-exceed amount, and the council agrees.

Mayor Davis moved to authorize the City Manager to negotiate and bring an update back in two weeks. Councilmember Perry seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

12. Consideration and possible action to approve a Special Called City Council Meeting on May 13, 2025, for the Canvass of the May 3, 2025, General Election.

Councilmember Bonner made the motion to approve. Mayor Davis seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

Mayor and Council Comments

Adjourn

Councilmember Perry made the motion to adjourn the meeting at 9:16 p.m. Councilmember Hudson seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None

Absent: None

Abstained: None

CERTIFICATION

TAMMY BELL, CITY SECRETARY
CITY OF MANVEL, TEXAS

DAN DAVIS, MAYOR
CITY OF MANVEL, TEXAS

EXCLUSIVE FRANCHISE AGREEMENT

FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF MUNICIPAL SOLID WASTE, CONSTRUCTION AND DEMOLITION WASTE, AND RECYCLABLE MATERIALS

IN THE CITY OF MANVEL, TEXAS

June 1, 2019

EXCLUSIVE FRANCHISE AGREEMENT FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF MUNICIPAL SOLID WASTE, CONSTRUCTION AND DEMOLITION WASTE AND RECYCLABLE MATERIALS EXCLUSIVE FRANCHISE AGREEMENT IN THE CITY OF MANVEL, TEXAS

STATE OF TEXAS

COUNTY OF BRAZORIA

THIS EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of June 1, 2019, by and between Waste Connections of Texas, LLC, a Texas Corporation (the "Franchisee"), and the City of Manvel, Texas (the "City").

WHEREAS, the City and Franchisee entered into an Exclusive Franchise Agreement for the Collection, Hauling and Disposal of Municipal Solid Waste and Construction and Demolition Waste Exclusive Franchise Agreement in the City of Manvel, Texas, dated as of November 10, 2008 (the "Contract");

WHEREAS, on November 5, 2018, the City approved Resolution 2018-R-17 authorizing the City Manager to negotiate and execute a Franchise Agreement with Franchisee using Alternate Option #1 as set forth in Frachisee's response to that certain Request for Proposal Municipal Solid Waste and Recycling Services Exclusive Franchise Agreement; RFP #FY2018-0822-01 issued by the City; and

WHEREAS, the Contract between the Franchisee and the City is to terminate as of January 31, 2019, as may be extended in the interim;

WHEREAS, the Franchisee and the City mutually desire to renew and replace the Contract as further described herein; and

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Franchisee the exclusive franchise, license and privilege to collect, haul and recycle or dispose of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials (as such terms are defined herein) within the City's corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Franchisee and the City hereby agree as follows:

SECTION 1. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

Bag - Plastic sacks, secured at the top, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag and its contents shall not exceed 35 lbs.

Bulky Waste - stoves, refrigerators, water tanks, washing machines, other white goods, furniture, large volumes of containerized waste, and similar items.

Bundles – Any items including trees, shrub and brush trimmings, or newspapers and magazines neatly stacked, forming an easily handled package not exceeding forty-eight (48") inches in length or fifty (50) pounds in weight and which are securely fastened together.

Business Day - Any day that is not a Saturday, a Sunday, or other day on which banks are required or authorized by law to be closed in the City.

City – City of Manvel, Texas.

Collection – The act of removing garbage, trash and recycling from the storage point at the source.

Commercial Hand Collect Unit - A small Commercial Unit that requires no more than four (4) Roll-Outs for the collection of its Municipal Solid Waste each week.

Commercial Unit - Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials during, or as a result of, its business, including, but not limited to, restaurants, stores and warehouses.

Construction and Demolition Waste - Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste, Recyclable Materials or Bulky Waste.

Container - any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, provided to the City by the Franchisee and utilized for collecting municipal solid waste, construction-demolition waste or recyclable materials.

Contract Year – Any one year period of time from July 1 to June 30 during the term of the Franchise Agreement.

Dead Animals – Animals or portions hereof less than ten (10 lbs.) pounds in weight that have expired from any cause, except those slaughtered or killed for human use.

Disposal Site – A refuse depository, including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers that are licensed, permitted, or approved by all governmental bodies and agencies having jurisdiction and requiring such

licenses, permits, or approvals that receives for processing or final disposal of Municipal Solid Waste.

Excluded Waste - wastewater treatment plant sludge, and any materials or substances that may not lawfully be disposed of at a Type I or Type IV landfill permitted by the TCEQ, including, but not limited to, petroleum and petroleum products, natural gas and natural gas products, asbestos, lead and polychlorinated biphenyls, and any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous waste substance or material, as defined by applicable federal state or local laws or regulations.

Franchisee – Waste Connections of Texas, LLC, the person, corporation, or partnership performing garbage, trash and recycling collection and disposal under contract with the CITY.

Fuel Year – Any one year period of time from May 1 to April 30 during the term of the Franchise Agreement.

Green Waste - Biodegradable waste that is composed of garden, yard or park waste, such as grass, leaves, flower trimmings, brush, tree trimmings and other clean woody vegetative material that results from landscaping maintenance and other land clearing operations.

Handicapped Residential Unit - Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Municipal Solid Waste or Recyclable Materials at the curbside, and that generates and accumulates Municipal Solid Waste and Recyclable Materials. The identities of the members of a Handicapped Residential Unit shall be certified by the City Manager and agreed to by the Franchisee.

Hazardous Waste - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

Holidays - The following days:

(1) New Year's Day (January 1st)
(2) Independence Day (July 4th)
(3) Labor Day
(4) Thanksgiving Day
(5) Christmas Day (December 25th).
(6) Memorial Day, and any other day agreed to as a holiday by the City and the Franchisee in writing

Industrial Unit - Any manufacturing, mining or agricultural facility that generates and accumulates Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials during, or as a result of, its operations.

Landfill - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

Multi-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Solid Waste and Recyclable Materials.

Municipal Solid Waste – Garbage and Rubbish, as defined below. Municipal Solid Waste does not include Construction and Demolition Waste, Green Waste, Excluded Waste, or Hazardous Waste.

(a) *Garbage* - all normal and usual household and institutional solid waste products that are placed in containers for collection purposes and are usually a mixture of putrescible, non-putrescible, and noncombustible materials, such as organic wastes from food preparation and consumption, wrapping and packaging materials, metal, glass, and plastic containers, and other similar items.

(b) *Rubbish* - all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, waste paper and other products such as those used for packaging or wrapping, crockery and glass, ashes, floor sweepings, and mineral or metallic substances.

Recyclable Materials -

(a) Newspapers, magazines, and catalogs, and other paper items such as mail, paper bags or other paper;

(b) Glass bottles and jars (excluding mirrors, windows, ceramics and other glass products);

(c) Metal cans composed of tin, steel or aluminum (excluding scrap metal); and

(d) Plastic containers including all varieties of the types designated as #1, #2, #3, #4, #5 and #7.

(e) Contractor and the City will jointly decide on description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials. Once those are jointly decided, Customers and the City must comply with those descriptions and/or procedures. If any customer or the City fails to do so, Contractor may decline to collect such materials without being in breach of the Agreement. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third party facilities.

Recycling Container – A Container with ninety-five (95) gallons of capacity and provided by the Franchisee for the collection of Recyclable Materials.

Residential Refuse – Municipal Solid Waste generated by an occupant of a Residential Unit, excluding Excluded Waste, but including household move-in cartons when collapsed and tied.

Residential Unit - Any residential dwelling that is either a Single-Family Residential Units or a Multi-Family Residential Units.

Roll-Off - A Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

Roll-Out - A Container with ninety-five (95) gallons of capacity. Per section 56-46(1) of the City Code, each roll-out shall be equipped with an appropriately sized lid which shall be securely attached when containing Municipal Solid Waste, and shall be equipped with wheels for ease of handling.

Single-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste and Recyclable Materials.

Solid Waste - As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(34) whether such waste is mixed with or constitutes Recyclable Materials.

Trees – Any part of a tree, not just limbs, that have been cut and bundled appropriately.

White Good - Any item not measuring in excess of either two (2) cubic yards in size or two-hundred (200) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.

Yard Waste – Tree trimmings, grass cuttings, plants, weeds, leaves, dead trees or branches thereof, sawdust, limbs less than one (1") inch in diameter, brush or clippings.

SECTION 2. SINGLE-FAMILY RESIDENTIAL AND COMMERCIAL HAND COLLECT UNIT COLLECTIONS.

A. **Single-Family Residential Units.**

The Franchisee will collect Municipal Solid Waste twice per week and Recyclable Materials once per week from Single-Family Residential Units; provided, that:

(i) such Municipal Solid Waste is placed in Roll-Outs,
(ii) such Recyclable Materials are placed in Recycling Containers and
(iii) such Roll-Outs and Recycling Containers are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than

7:00 a.m. on the scheduled collection day. If construction work is being performed in the right-of-way, then such Roll-Outs and Recycling Containers shall be placed as close as practicable to an access point for the collection vehicle.

The Franchisee shall only be responsible for collecting, hauling and recycling or disposing of:

(i) Municipal Solid Waste placed inside the Roll-Outs, and

(ii) Recyclable Materials placed inside the Recycling Containers provided by the Franchisee. Municipal Solid Waste in excess of the Roll-Outs' limits, or placed outside or adjacent to the Roll-Outs, will not be collected by the Franchisee.

The CITY's minimum recycling participants shall consist of approximately 2,000-3,000 Residential Units. Recyclable Materials in excess of the Recycling Containers' limits, or placed outside or adjacent to the Recycling Containers, will not be collected by the Franchisee. However, such excess or misplaced Municipal Solid Waste and Recyclable Materials may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Franchisee in its sole discretion. If the excess or misplaced Municipal Solid Waste and/or Recyclable Materials continues, the City shall require the Single-Family Residential Unit to utilize an additional Container so that the excess or misplaced Municipal Solid Waste and/or Recyclable Materials will be regularly contained. The Franchisee shall be compensated for these additional Services (defined below) as provided for in Section 7.A. hereto.

Franchisee reserves the right, from time to time, to add to or delete items from the above list, for which no secondary market continues to exist or may be created after proper notice to the CITY. Franchisee has no control on market values of items collected and represents no assurance of the future viability of secondary markets.

B. **Handicapped Residential Units**.

Notwithstanding anything to the contrary contained herein, the Franchisee agrees to assist Handicapped Residential Units with house-side collection of their Roll-Outs and Recycling Containers; provided, that the Franchisee receives prior written notice from the Handicapped Residential Unit of such special need. The City shall be solely responsible for all other modifications and accommodations required by the Americans with Disabilities Act or any other applicable law or regulation in connection with the services provided hereunder to Single-Family Residential Units.

C. **Commercial Hand Collect Units**.

The Franchisee will collect Municipal Solid Waste and Recyclable Materials from Commercial Hand Collect Units twice per week (one Municipal Solid Waste collection and one Recyclable Materials collection each week); provided, that:

(i) such Municipal Solid Waste is placed in Roll-Outs provided by the Franchisee,

(ii) such Recyclable Materials are placed in Recycling Containers provided by the Franchisee and

(iii) such Roll-Outs and Recycling Containers are placed within five (5) feet of the curbside or right of way adjacent to the Commercial Hand Collect Unit no later than 7:00 a.m. on the scheduled collection day. If construction work is being performed

in the right-of-way, then such Roll-Outs and Recycling Containers shall be placed as close as practicable to an access point for the collection vehicle.

The Franchisee shall only be responsible for collecting, hauling and disposing of municipal solid waste placed inside the roll-outs provided by the Franchisee. The Franchisee shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste and Recyclable Materials placed inside the Roll-Outs and Recycling Containers provided by the Franchisee. Municipal Solid Waste in excess of the Roll-Outs' limits, or placed outside or adjacent to the Roll-Outs, will not be collected by the Franchisee.

Recyclable Materials in excess of the Recycling Containers' limits, or placed outside or adjacent to the Recycling Containers, will not be collected by the Franchisee. If the excess or misplaced Municipal Solid Waste or Recyclable Materials continues, the City shall require the Commercial Hand Collect Unit to utilize an additional Roll-Out and/or Recycling Container so that the excess or misplaced Municipal Solid Waste and/or Recyclable Materials will be regularly contained. The Franchisee shall be compensated for these additional Services as provided for in Section 9.B. hereto.

D. **Added Roll-Outs and Recycling Containers**

Franchisee shall provide all Single-Family Residential and Commercial Hand Collect Units with one (1) Roll-Out and one (1) Recycling Container at no cost. A Single-Family Residential or Commercial Hand Collect Unit who wishes to exchange its Recycling Container for a second Roll-Out may do so, subject to availability, and at no additional cost.

SECTION 3. COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS.

The Franchisee will collect Municipal Solid Waste and Recyclable Materials from Commercial, Industrial and Multi-Family Residential Units as needed each week, as provided for in Section 9.C. hereof. The Franchisee shall only be responsible for collecting, hauling and recycling or disposing of Municipal Solid Waste and Recyclable Materials placed inside the Containers provided by the Franchisee.

However, the Franchisee shall be obligated to offer and provide sufficient service to Commercial, Industrial and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers so that Commercial, Industrial or Multi-Family Units' Municipal Solid Waste and Recyclable Materials will be regularly contained.

The Franchisee shall be compensated for these additional Services as provided for in Section 9.C. hereof. The parties acknowledge and agree that the Franchisee shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the Services herein contracted and that the Commercial, Industrial or Multi-Family Residential Unit assumes all liabilities for damage to pavement or road surface.

Roll-Outs, Roll-Offs, Recycling Containers, and any other Containers used at Commercial or Industrial Units shall not be placed nearer than five (5) feet from buildings unless an exception therefor has been granted by the fire marshal due to fire safety considerations and standards.

SECTION 4. SPECIAL COLLECTIONS AND SERVICES.

A. **Municipal Locations**

The Franchisee will provide, at no cost to the City, up to an aggregate number of ten (10) Containers (each up to eight (8) cubic yards in size) to collect Municipal Solid Waste and/or Recyclable Materials at certain municipal locations within the City up to five times per week, as needed.

B. **City Roll-Offs**

The Franchisee will provide, at no cost to the City, up to an aggregate of fifty (50) Roll-Offs to collect Municipal Solid Waste at various City special events each Contract Year, with an aggregate of fifty (50) free hauls of such Roll-Offs each Contract Year. Any hauls in excess of fifty (50) during any Contract Year shall be charged to the City at the rates set forth in Section 9.F. hereof. The City shall give the Franchisee reasonable prior notice of the date(s) of such special events as well as the number of Roll-Offs that will be required.

C. **Disaster Relief Services**

Upon request by the City, the Franchisee may provide special collection and disposal services due to damage or destruction resulting from a flood, tornado, hurricane or other similar disaster. For the services provide under this Section 6.C., the Franchisee shall charge the City

(i) an amount equal to the rates and fees allowed under the Federal Emergency Management Agency's grant for the disaster relief services provided to the City under this Section 6.C., or

(ii) a rate mutually agreed upon by the City and the Franchisee.

Nothing contained herein shall be construed as to limit the City's ability to contract with additional vendors to provide the disaster relief services contained in this Section 6.C. Notwithstanding anything to the contrary contained herein, the Franchise Fee shall not apply to the disaster relief services provided for in this Section 6.C.

SECTION 5. BULKY WASTE, BUNDLES, GREEN WASTE AND WHITE GOODS.

A. **Bulky Waste, White Goods and Bundles Collections.**

In addition to the Services contained in Section 5 hereof, the Franchisee will collect the following from each Single-Family Residential Units once per month:

(i) either one (1) Bulky Waste item or one (1) White Goods item and

(ii) up to four (4) Bundles;

provided, that the Bulky Waste or White Goods Item, Bundles and/or White Good are placed at the curbside no later than 7:00 a.m. on the scheduled collection day, are reasonably contained, and are within the size and weight limitations as defined in Section 1 hereof. The Franchisee

shall only be responsible for collecting, hauling and recycling or disposing of Bulky Waste, White Goods and Bundles from those Single-Family Residential Units that have complied with Sections 1 and 7.A. hereof. White Goods containing refrigerants will not be collected by the Franchisee unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed.

B. **Roll-Off Services for Excluded Waste and Oversized Items.**

It is understood and agreed that the service provided under Section 7.A. does not include the collection of Construction and Demolition Waste and other wastes excluded herein. Additionally, the Franchisee's services do not include the collection of Bulky Waste, Bundles, Green Waste, White Goods and any other waste that exceeds the size and weight limitations of collection for that category of waste. However, the Franchisee may negotiate an agreement on an individual basis with any customer regarding the collection of such items utilizing the Franchisee's Roll-Off services (the "Roll-Off Services").

C. **Green Waste Collections.**

In addition to the Services contained in Section 4 hereof, the Franchisee will collect Green Waste from Single-Family Residential Units once per month, as designated by the Franchisee; provided, that

(i) the Single-Family Residential Units requiring such collections notify the Service Provider no later than the end of the Business Day on the Friday immediately preceding the scheduled collection day, and

(ii) the Green Waste (A) is placed at the curbside no later than 7:00 a.m. on the scheduled collection day, (B) is reasonably contained, and (C) does not exceed three (3) cubic yards in total volume or have any individual item exceeding eight (8) feet in length. The Franchisee shall only be responsible for collecting, hauling and recycling or disposing of Green Waste from those Single-Family Residential Units that have complied with Sections 1 and 7.C. hereof.

D. **City Composting.**

In the event the City opts to purchase composting equipment and operate a composting yard within the City, the parties agree to negotiate in good faith any required modifications to be done under this Agreement as a result of such change, including, but not limited to, terms and conditions for the Service Provider to collect the Bundles and Green Waste for composting, as well as any necessary modifications to rates and fees contained herein resulting from this change in service.

SECTION 6. TITLE TO EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Franchisee in connection with the Services, shall at all times remain the property of the Franchisee.

SECTION 7. RATES AND FEES.

Subject to adjustment, as provided in Section 10 hereof, the rates and fees to be charged and received by the Franchisee are as follows (which rates and fees do not include any applicable Franchise Fee, Sales Tax, and/ or Administrative Billing Fees):

A. **Single-Family Residential Unit Services.**

For the Services provided to Single-Family Residential Units under Section 4.A. hereof, the Franchisee shall charge:

(i) **$20.15** per month for each Single-Family Residential Unit utilizing one (1) Roll-Out and one (1) Recycling Container, plus

(ii) **$13.00** per month for each additional Roll-Out utilized by such Single-Family Residential Unit, plus

(iii) **$13.00** per month for each additional Recycling Container utilized by such Single-Family Residential Unit. These rates apply to all Single-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

B. **Commercial Hand Collect Unit Services.**

For the Services provided to Commercial Hand Collect Units under Section 4.C. hereof, the Franchisee shall charge

(i) **$33.50** per month for each Commercial Hand Collect Unit utilizing one (1) Roll-Out and one (1) Recycling Container, plus

(ii) **$23.40** per month for each additional Roll-Out utilized by such Commercial Hand Collect Unit, plus

(iii) **$23.40** per month for each additional Recycling Container utilized by such Commercial Hand Collect Unit. These rates apply to all Commercial Hand Collect Units that are located within the City's corporate limits and billed by the City for water and sewer services.

C. **Commercial, Industrial and Multi-Family Residential Unit Services.**

For the Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 5 hereof, the Franchisee shall charge per month for each Container utilized the following rates:

Container Size	1 Collection a Week	2 Collections a Week	3 Collections a Week	4 Collections a Week	5 Collections a Week	6 Collections a Week
2 Cubic Yards	66.00	$114.00	$166.00	$214.00	$279.00	$357.00
3 Cubic Yards	74.00	$127.00	$183.00	$227.00	$296.00	$374.00
4 Cubic Yards	83.00	135.00	$192.00	$244.00	$314.00	$409.00
6 Cubic Yards	$118.00	$192.00	$257.00	$314.00	$453.00	$574.00
8 Cubic Yards	$144.00	$240.00	$318.00	$400.00	$557.00	$735.00

For any collection that the Franchisee is required to make in excess of the above weekly figures, the Franchisee shall charge the following rates, per Container.

Size of Container	Extra Lifts
2 Cubic Yards	$40.00
3 Cubic Yards	$44.00
4 Cubic Yards	$53.00
6 Cubic Yards	$79.00
8 Cubic Yards	$105.00

The foregoing rates apply to all Commercial, Industrial and Multi-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

D. **Roll-Off Services.**

Subject to adjustment by the Franchisee in its sole discretion, for the Services provided under Sections 7.B. and 11 hereto, the Franchisee shall charge for each Roll-Off utilized the following fees:

Haul Rates	Haul	Delivery	Per Day Rental	Disposal/ Ton**	Deposit
20 yard	$250.00	$100.00	$6.60	$28.00	$550.00
30 yard	$250.00	$100.00	$6.60	$28.00	$550.00
40 yard	$250.00	$100.00	$6.60	$28.00	$550.00

The Franchisee will charge each Commercial, Industrial or Residential Unit on an individual basis regarding the Roll-Off Services to be provided. The Roll-Off Services will be billed directly to such Commercial, Industrial or Residential Unit and will be collected by the Franchisee. The Roll-Offs provided pursuant to this Section 7.D. must be located within the City in accordance with City ordinances and policies.

E. **Compactor Services.**

For Compactor Services provided to Commercial, Industrial and Multi-Family Residential Units hereunder, the Franchisee shall charge for each compactor utilized the following fees:

Haul Rates	Haul	Delivery	Per Day Rental	Disposal/ Ton**	Deposit
28 yard Compactors	$265.00	$100.00	$17.50	$28.00	$550.00
30 yard Compactors	$265.00	$100.00	$17.50	$28.00	$550.00
35 yard Compactors	$265.00	$100.00	$17.50	$28.00	$550.00
40 yard Compactors	$265.00	$100.00	$17.50	$28.00	$550.00
42 yard Compactors	$265.00	$100.00	$17.50	$28.00	$550.00

The Franchisee will charge each Commercial, Industrial or Multi-Family Residential Unit on an individual basis regarding compactor Services to be provided. The compactor Services will be billed directly to such Commercial, Industrial or Multi-Family Residential Unit and will be collected by the Franchisee. The compactors provided pursuant to this Section 7.E. must be located within the City in accordance with City ordinances and policies.

F. **City Roll-Off Services.**
For the Roll-Off services provided to the City in addition to or in excess of those provided for at no charge under Section 6.B. hereof, the Franchisee will charge for each Roll-Off utilized the fees listed in Section 7.D. above.

Notwithstanding anything to the contrary contained herein, the Franchise Fee (as defined herein) shall not apply to the services set forth in this Section 7.F.

G. Bulk Dedicated Services
Franchisee agrees to provide one monthly dedicated bulk service at no cost to the City on the first Monday and Tuesday of each month.

SECTION 8. RATE ADJUSTMENT.

A. **CPI-U Adjustment.** On each anniversary date of this Agreement, the Franchisee shall have the right, in its sole discretion and upon giving prior notice to the City, to increase or decrease the rates set forth in Section 7 hereof (the "Initial Rates") in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 8.A. The amount of the increase or decrease under this Section 8.A. shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve (12) month period.

B. **Operating Cost Adjustment**. In addition to the rate adjustments provided for in Section 8.A., at any time during the term of this Agreement, the Franchisee may petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its cost of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Franchisee shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase and the Franchisee can demonstrate that such rate increase is necessary to offset the Franchisee's increased costs in connection with performing the services under this Agreement not otherwise offset by any previous rate adjustments hereunder, the Franchisee may, in its sole discretion, terminate this Agreement upon ninety (90) days written notice to the City.

C. **Landfill Cost Adjustment.** The parties acknowledge that the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement will be disposed of by the

Franchisee at a Landfill(s) chosen by the Franchisee in its sole discretion (the "Initial Landfill(s)"). In the event that the Franchisee is unable to use the Initial Landfill(s) due to reasons out of its control, the Franchisee (i) shall have the right, in its sole discretion, to dispose of the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement at another Landfill of its choosing, and (ii) shall have the right, upon giving prior notice to the City, to increase the Initial Rates by an amount equal to the sum of (x) the amount, if any, that the disposal fees charged to the Franchisee at such other Landfill exceed those previously charged to the Franchisee at the Initial Landfill(s), and (y) the amount, if any, that the transportation costs incurred by the Franchisee in connection with transporting the Municipal Solid Waste and Construction and Demolition Waste to such other Landfill exceed those that would have been incurred by the Franchisee if such Municipal Solid Waste and Construction and Demolition Waste was transported to the Initial Landfill(s).

D. **Governmental Fees.** The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

E. **Fuel Cost Adjustment.** Beginning on July 1, 2020, and on each July 1 of this Agreement thereafter, the Franchisee shall adjust all the rates herein for any Contract Year in which the average price of diesel fuel during the preceding Fuel Year exceeded $2.96 per gallon (the "Base Price"). The average price of diesel fuel will be determined by reference to the U.S. Energy Information Administration's published price for diesel fuel – Gulf Coast (PADD 3). The following website (or any successor website) will be the source for such information: http://www.eia.gov/petroleum/gasdiesel/. The average price of diesel fuel for each Fuel Year (each, an "Average Yearly Price") shall be the average of the weekly fuel prices published for each week during such Fuel Year.

The fuel cost adjustment for any Contract Year (each, a "Fuel Cost Adjustment") shall be the product of (i) 13.20% and (ii) a fraction the numerator of which is equal to the difference between the Base Price and the Average Yearly Price and the denominator of which is the Base Price. In the event the Average Yearly Price is greater than the Base Price, the Fuel Cost Adjustment for the following Contract Year shall be an upward adjustment to all rates herein. In the event the Average Yearly Price is less than the Base Price, the Fuel Cost Adjustment for the following Contract Year shall be a downward adjustment to all rates herein; provided, however, any Fuel Cost Adjustment shall never cause the rates to fall below the Initial Rates. Each Fuel Cost Adjustment shall be effective on each anniversary date of this Agreement for which such Fuel Cost Adjustment was determined. Notwithstanding anything to the contrary contained herein, the Franchise Fee shall not apply to the Fuel Cost Adjustment.

Formula:
[(Average Yearly Price – Base Price)/Base Price] x 13.20% = Fuel Cost Adjustment

As an Example only:
Assumptions:
The Average Yearly Price for the Fuel Year ending on April 30, 2020 was $3.06.The rate charged to each Single-Family Residential Unit utilizing one (1) Roll-Out and one (1) Recycling Container for the Contract Year ending on July 31, 2020 was $20.13 per month.

(3.06 – 2.96)/2.96 = .034 (rounded to nearest one thousandth) x 13.20% = 0.45% (rounded to nearest one hundredth of a percent) increase to all the rates contained in Section 7 hereof for the Contract year beginning on July 1, 2020..

$20.13 x 0.45% = $0.09 increase to the monthly rate for Single-Family Residential Units utilizing one (1) Roll-Out and on (1) Recycling Container.

The rate charged to each Single-Family Residential Unit utilizing one (1) Roll-Out and one (1) Recycling Container for the Contract Year beginning July 1, 2020 would be $20.22 for the Fuel Cost Adjustment only.

SECTION 9. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling, recycling or disposal of any Excluded Waste, Hazardous Waste, animal or human, dead animals, auto parts or used tires from any Container provided by the Franchisee located at any Commercial, Industrial or Residential Unit; provided, however, that the Franchisee and the owner or occupant of a Commercial, Industrial or Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of Construction and Demolition Waste, auto parts or used tires by utilizing the Franchisee's Roll-Off Services.

SECTION 10. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of five (5) years, commencing on July 1, 2019 and concluding on June 30, 2024. At the expiration of the term of this Agreement, the Agreement will be extended for successive periods of five (5) years; provided, that neither party provides the other party with written notice of intent to terminate this Agreement at least 180 days prior to the expiration date of this Agreement or 180 days prior to any of the then applicable individual five-year extension periods. If either party provides such notice, this Agreement will cease to be renewed and will terminate at the end of either this five (5) year Agreement, or at the end of the subsequent five (5) year extension period, as applicable.

SECTION 11. ASSIGNMENT.

This Agreement shall not be assignable or otherwise transferable by the Franchisee without the prior written consent of the City; provided, however, that the Franchisee may assign this Agreement to any direct or indirect affiliate or subsidiary of the Franchisee or to any person or entity succeeding to all or substantially all of the Franchisee's assets (whether by operation of law, merger, consolidation or otherwise) without the City's consent.

SECTION 12. ENFORCEMENT.

During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances and revise existing ordinances so as to enable the Franchisee to provide the Services set forth herein. The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Franchisee experiences recurring problems of damage or destruction to or theft of the Containers provided by the Franchisee pursuant to this Agreement, the Franchisee may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial or Residential Units utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Franchisee the right of ingress and egress from and upon the property of Commercial, Industrial and Residential Units for the purposes of rendering the Services contemplated hereby.

SECTION 13. EQUIPMENT AND PERSONNEL

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Franchisee in connection with the Services, shall at all times remain the property of the Franchisee.

Franchisee shall furnish a sufficient number of packer type trucks, with sufficient operators and workmen for each, to collect and dispose of all Municipal Solid Waste from Residential Units. All equipment shall be in good working order and condition. All equipment shall bear the name of Franchisee and Franchisee's telephone number, which shall be displayed on such equipment in a clear, legible manner on each side. Though Franchisee may service two sides of a street simultaneously, trucks may not be operated by "zigzagging" from side to side on the streets within City.

Franchisee personnel on the service trucks must wear uniforms identifiable as Franchisee's employees, except during emergency situations (such as after a storm or other "Act of God" or immediately after a Holiday when trash volumes may run especially high and require the addition of temporary personnel in order to complete routes in a timely manner). Franchisee will assure the presence of at least one English speaking employee on each service truck. Franchisee's employees will not take breaks or lunch in City's subdivisions.

SECTION 14. PROCESSING, BILLING AND FEES.

A. Billings for Single-Family Residential Unit Services. On a quarterly basis, the Franchisee agrees to bill and collect the rates and fees charged under Section 7.A. hereto from all Single-Family Residential Units possessing active water meters within the City's corporate limits, as well as from all other Single-Family Residential Units requiring the collection, hauling, recycling and disposal of Municipal Solid Waste within the City's corporate limits (the "Residential Billing"), plus any applicable sales, use or services taxes assessed or payable in connection with the Services provided hereunder.

B. Billings for Commercial, Industrial and Multi-Family Residential Unit Services. On a monthly basis, the Franchisee agrees to bill and collect the rates and fees charged under Sections 7.B. and 7.C. hereof, from all Commercial, Industrial and Multi-Family Residential Units possessing active water meters within the City's corporate limits as well as from all other Commercial, Industrial and Multi-Family Residential Units requiring the collection, hauling and disposal of Municipal Solid Waste within the City's corporate limits (the "Commercial Billing"), plus any applicable sales, use or services taxes assessed or payable in connection with the Services provided hereunder.

C. Billings for Non-City Roll-Off and Compactor Services. The Franchisee will bill and collect the rates charged under Sections 7.D. and 7.E. from all Residential, Commercial and Industrial Units for services performed with respect to Roll-Off and compactor Containers (the "Roll-Off Billing"), plus any applicable sales, use or services taxes assessed or payable in connection with the Services provided hereunder.

D. Billings for City Roll-Off Services. The Franchisee will bill and collect the rates charged under Section 7.F. for the Roll-Off services provided to the City. Notwithstanding anything to the contrary contained herein, the Franchise Fee (as defined below) shall not apply to the Roll-Off services provided to the City.

E. Franchise Fee. On a quarterly basis, the Franchisee shall remit to the City an amount equal to (i) fifteen (15%) of the gross receipts collected from the Residential Billing during the immediately preceding month, plus (ii) fifteen percent (15%) of the gross receipts collected from the Commercial Billing during the immediately preceding month, plus (iii) fifteen percent (15%) of the gross receipts collected from the Roll-Off Billing during the immediately preceding month (clauses (i) through (iii) collectively referred to as the "Franchise Fee"). The Franchise Fee shall be remitted to the City in arrears on or before the last day of each month, commencing after July 1, 2019.

F. Taxes. In addition to the amounts billed and collected by the Franchisee hereunder, the Franchisee shall also be responsible for billing, collecting and remitting/paying any and all sales, use and service taxes assessed or payable in connection with the Services.

SECTION 15. SPILLAGE.

It is understood and agreed that the Franchisee shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials not caused by the Franchisee's rendering of the Services, or be required to

collect and dispose of any excess Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials placed outside of the Containers by any Commercial, Industrial or Residential Unit.

The Franchisee may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Commercial, Industrial or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials. Should excess Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials continue to be placed outside of the Containers, the City shall require the Commercial, Industrial or Residential Unit to increase the frequency of collection of such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials, or require the Commercial, Industrial or Residential Unit to utilize a Container with sufficient capacity so that the excess Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials will be regularly contained.

The Franchisee shall be compensated for these additional Services as provided for in Section 9 hereof, and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection. Franchisee shall be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials or other waste caused by the Franchisee's rendering of the Services provided herein.

SECTION 16. NON-COLLECTION NOTICE AND FOLLOW-UP.

A. Notice from the Franchisee. It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial or Residential Unit fails to timely place a Container as directed in Sections 4 and 5 hereof, or is otherwise in violation of the City's ordinances and regulations, the Franchisee's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials to be removed, the Franchisee may refrain from collecting all or a portion of such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials and will notify the City within eight (8) hours thereafter of the reason for such non-collection. The Franchisee will also provide written notice to the Commercial, Industrial or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial, Industrial or Residential Unit's failure to timely place the Containers, Bulky Waste or Bundles out for collection. Such written notice shall be attached to the Container or the uncollected Municipal Solid Waste, shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials may be collected.

B. Notice from a Commercial, Industrial or Residential Unit. When the City is notified by an owner or occupant of a Commercial, Industrial or Residential Unit that Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials has not been removed from such Commercial, Industrial or Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the City from the Franchisee, or the Franchisee has failed to collect Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials from the Commercial, Industrial or Residential Unit without cause, as

supported by notice as described herein, then the Franchisee will use all reasonable efforts to collect such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials on the day a collection order is issued by the City; provided, however, that if the Franchisee fails to make such collection on the same day that a collection order is issued by the City, the Franchisee shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Franchisee for any such original non-collection or late collection so long as the Franchisee makes such collection within such time.

SECTION 17. HOURS OF SERVICE.

For all the Services provided hereunder, the Franchisee's hours of service shall be between 7:00 a.m. to 7:00 p.m., Monday through Friday. The Franchisee will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Franchisee shall provide such services on the immediately service day.

SECTION 18. CUSTOMER SERVICE.

The Franchisee agrees to field all inquiries and complaints from Commercial, Industrial and Residential Units relating to the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials. The Franchisee and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints.

SECTION 19. COMPLIANCE WITH APPLICABLE LAWS.

The Franchisee shall comply with all applicable federal and state laws regarding the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Franchisee in order to insure compliance with this Section 19.

SECTION 20. VEHICLES AND EQUIPMENT.

Vehicles used by the Franchisee for the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials onto the City's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Franchisee's name in letters and numbers not less than two (2) inches in height. Any Municipal Solid Waste,

Construction and Demolition Waste and Recyclable Materials that is collected and loaded into Franchisee's vehicles that subsequently released from the vehicle (prior to delivery at the Landfill) shall be collected by the Franchisee, at the Franchisee's expense within four (4) hours of receipt of notice from the City. All collection vehicles used by the Franchisee shall be washed and deodorized once per week.

SECTION 21. DUE CARE.

The Franchisee shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

SECTION 22. PERSONNEL AND PERFORMANCE STANDARDS.

The Franchisee shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Franchisee, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Franchisee shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

SECTION 23. GARBAGE COLLECTION

Franchisee shall notify each occupant of a Single-Family Residential Unit, at least _____ days prior to the commencement of the Services, _____ (describe method(s) of notification) at each Single-Family Residential Unit outlining the collection days, general rules and the address and telephone number of Franchisee. Franchisee shall collect and properly dispose of all Municipal Solid Waste and Recyclable Materials from all Single-Family Residential Units used for residential purposes, twice each week, _____ (days of the week) at the _____ (location) of the Single-Family Residential Units, except as otherwise provided herein or where proper payment has not been received by Franchisee. Except as otherwise provided herein, Franchisee may not alter the days of refuse collection without the written permission of the CITY, which permission shall not be unreasonably withheld. Franchisee may change or alter the times and routes of collection, provided that the CITY is given written notification of the changes.

Putrescible waste material shall have priority collection should the community suffer the consequences of severe weather conditions. Normal collection of non-putrescible waste will commence once the initial health threat has been addressed. Structural debris, uprooted trees, roofing material and other storm generated debris are outside the services being bid. Franchisee shall make every effort to work with the CITY to provide additional services if needed.

SECTION 24. EXCLUSIVE FRANCHISE GRANT

The City will grant to the successful Franchisee, in accordance with the City's ordinances and regulations the exclusive right to the collection, hauling, recycling and disposal of Municipal

Solid Waste, Construction and Demolition Waste and Recyclable Materials over, upon, along and across the City's present and future streets, alleys, bridges and public properties.

However, if the Franchisee cannot perform certain aspects of the service, or there are additional services not contemplated under the Franchise Agreement that the City wishes to obtain, such as disaster debris removal, the City may solicit bids and contact with another entity, provided the City has allowed the Franchisee to submit a bid for said service. In order to maintain the exclusive franchise in favor of the Franchisee contained herein, the City shall take any and all appropriate level action against any company, customer or third party infringing upon the exclusive rights of the Franchisee. In the event that the City fails to pursue appropriate legal action in order to remedy an infringement on the Franchisee's exclusive-franchise rights, the Franchisee may retain a subrogation right from the City against any and all violations of the exclusive-franchise grant described herein and shall be entitled to any and all actual and consequential damages arising from the City's failure to enforce the Franchise Agreement.

SECTION 25. OPERATIONS

A. Scope of Operations

It is expressly understood and agreed that the Franchisee will collect, haul and recycle or dispose of all Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials, and other waste (as provided and may be limited herein) (i) generated and accumulated by Commercial, Industrial and Residential Units, and (ii) placed within Containers by those Commercial, Industrial and Residential Units receiving the services of the Franchisee (or otherwise generated and accumulated in the manner herein provided by those Commercial Units, Industrial Units and Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of the Franchise Agreement (the "Services").

B. Nature of Operations

The City will grant to the successful Franchisee, in accordance with the City's ordinances and regulations, the title to all Municipal Solid Waste, Construction and Demolition Waste, Recyclable Materials and other waste (as provided and as may be limited herein) collected, hauled and recycled of disposed of by the Franchisee over, upon, along and across the City's present and future streets, alleys, bridges and public properties. Notwithstanding any other term contained herein, the Franchisee shall have no obligation to collect any waste which is, or which the Franchisee reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with the resident/business/generator of such Excluded Waste, even if the Franchisee inadvertently collects and disposes of such Excluded Waste. If the Franchisee finds what reasonably appears to be discarded Excluded Waste, Franchisee shall notify such resident/business/generator and the City that the Franchisee may not lawfully collect such Excluded Waste.

SECTION 26. COLLECTION

A. Negotiated Collections

Any waste not collected above, such as Excluded and Hazardous waste, and any waste exceeding the size limitations or standards of Section 56-46 (City Code), shall be removed through

negotiated collection with the Franchisee or other provider if the Franchisee cannot remove the waste.

SECTION 27. STANDARDS FOR COLLECTION

General Rules - Note, the City Code provides that it is unlawful for any person stockpiling Municipal Solid Waste pending collection to fail to comply with the following standards:

(1) Containers used to store Municipal Solid Waste shall be equipped with an appropriately sized lid, which shall be securely attached when containing municipal solid waste;

(2) All Municipal Solid Waste stockpiled for collection shall be placed in a can or receptacle; provided, however, bulky waste may be accepted for regular municipal solid waste collection if bundled and securely tied together forming an easily handled package not exceeding two (2) cubic yards in total volume or have any individual item exceeding 50 pounds in weight.

(3) Any Bulky Waste that does not meet the requirements set forth herein shall not be collected, hauled, recycled or disposed of by the Franchisee under regular municipal solid waste collection.

(4) White goods containing refrigerants will not be collected by the Franchisee unless such white goods have been certified in writing by a professional technician to have had all such refrigerants removed. Single-Family Residential Units requiring the collection of Bulky Waste and White Goods may need to notify the Franchisee for pickup, as provided for by the Franchisee's agreement with the city;

(5) Receptacles, bags, or bundles shall be placed at curbside for collection. Curbside refers to that portion of the right-of-way adjacent to and not exceeding five feet from paved or traveled city roadways, including alleys. Receptacles, bags, or bundles shall be placed within five feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day. If construction work is being performed in the right-of-way, then receptacles, bags, or bundles shall be placed as close as practicable to an access point for the collection vehicle. The Franchisee shall assist Handicapped Residential Units with house-side collection of the bags, roll-outs and recycling containers; provided, that the Franchisee receives priori written notice from the Handicapped Residential Unit of such special need; and

(6) Receptacles, or roll-outs, used at commercial or industrial establishments shall not be placed nearer than five feet from buildings unless an exception therefor has been granted by the fire marshal due to fire safety considerations and standards. A Commercial Hand Collect Units is required to place municipal solid waste in a roll-out provided by the Franchisee. The Franchisee shall only be responsible for collecting, hauling and disposing of municipal solid waste placed inside the roll-outs provided by the Franchisee.

(7) No person shall place for collection and disposal any Construction and Demolition Waste, except by utilizing the Franchisee's Roll-Off services.

(8) Municipal solid waste in excess of the roll-outs, placed outside or adjacent to the roll-outs, or not meeting other requirements set forth herein, will not be collected by

the Franchisee. If Recyclable materials are collected, any recyclable materials in excess of the recycling containers' limits, placed outside or adjacent to the recycling containers, or not meeting other requirements set forth herein, will not be collected by the Franchisee. Excess or misplaced municipal solid waste and recyclable materials may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Franchisee.

SECTION 27. RECORDKEEPING AND REPORTING

The Franchisee shall submit electronic reports of the required records, using software and formats approved by the City, on a monthly basis. All records shall be available to City at reasonable times and places throughout the term of the Agreement and for a period of two (2) years after last or final payment.

A. Records

The Franchisee shall create, maintain, and deliver to the City the following records:

1) Documented Solid Waste and Bulky Waste tonnage delivered to Disposal site;
2) Document Recyclable Materials delivered to recyclable processing facility;
3) Document Bulky Waste delivered to recyclable processing facility;
4) Document collection activity from Commercial and Industrial Units by Container size and frequency of pick up;
5) Identify unaccepted loads by date collected, route, and facility;
6) Document complaints, on a daily basis, including the address, time and date for each and the reason, and resolution;
7) Such other documents and reports, as the City may reasonably require, to verify compliance with this Agreement;
8) Other recordkeeping and reporting requirements as agreed upon by City and Franchisee.

B. Quarterly Meetings with City Manager

Franchisee shall meet, at least quarterly, with the City Manager and/or City staff to discuss any and all issues related to the Services provided for herein.

C. Annual City Council Update

Franchisee shall present to the City Council on an annual basis a presentation to include, but not limited to, current and future service issues, quantities of Solid Waste and Recyclable Materials, and public education.

SECTION 28. RECYCLING EDUCATION

Prior to the commencement of the collection of Recyclable Materials hereunder, Franchisee will provide information to the Residential, Commerical, and Industrial Units about the program, including the specific types of materials to be collected as Recyclable Materials and the collection days. Thereafter, throughout the term of the Agreement, Franchisee will inform the

occupants of the Residential, Commerical, and Industrial Units promptly of any changes in the recycling program consistent with the terms of the Agreement and such changes will not take effect until such notice has been provided in accordance with this Section 23. The foregoing obligation to provide information shall apply only to those Commercial and Industrial Units that request such information or receive collection of Recyclable Materials services from Franchisee pursuant to the terms hereof.

SECTION 29. INSURANCE COVERAGE

Pursuant to this Agreement, the Franchisee shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

Coverage	Limits of Liability
(1) Worker's Compensation	Statutory
(2) Employer's Liability	$500,000
(3) Commercial General Liability	$1,000,000 per occurrence $2,000,000 in the aggregate, combined single limit for Bodily Injury and Property Damage Liability
(5) Automobile Bodily Injury Liability	$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage Liability
(6) Pollution Legal Liability	$2,000,000 each loss
(7) Excess Umbrella Liability	$5,000,000 per occurrence

The City shall be named additional insured on all the above coverages with the exception of workers compensation insurance. To the extent permitted by law, any or all of the insurance coverage required by this Section 32 may be provided under a plan(s) of self-insurance, including coverage provided by the Franchisee's parent corporation. Upon the City's request, the Franchisee shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 32.

SECTION 30. INDEPENDENT CONTRACTOR

Franchisee shall be deemed to be and is an independent contractor. All persons employed by Franchisee, in performance of the Agreement shall be deemed to be and will be the employees of

Franchisee. The selection, number, compensation and employment of personnel, and all other matters relating to the employment of personnel by Franchisee, the operation of necessary machinery and equipment, and all other matters relating to the performance of its duties and obligations under the Agreement shall be the sole responsibility of Franchisee. Nothing in the Agreement shall be deemed to constitute Franchisee or any of Franchisee's Franchisee employees or agents to be an agent, representative, or employee of the City.

SECTION 31. LEGAL AND COMPLIANCE

A. INDEMNITY.

To the extent covered by applicable insurance, the Franchisee assumes all risks of loss or injury to property or persons caused by its negligence or willful misconduct in the performance of the Services. The Franchisee agrees to indemnify, defend, and hold harmless the City and its agents, directors, employees, officers and servants (together, the "Indemnified Parties") from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) (together, the "Claims") caused by a willful or negligent act or omission of the Franchisee, its officers and employees. However, the Franchisee shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by: (i) a willful or negligent act or omission of any Indemnified Party; (ii) the breach of any term, condition, covenant, representation, or warranty in this Agreement by the City; or (iii) the violation of any law, rule, regulation, ordiance, or order by any Indemnified Party.

B. SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

C. TERMINATION.

Any failure by either party or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and immediate termination of all the defaulting party's rights under this Agreement, and all such rights shall become null and void.

D. FORCE MAJEURE.

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond

reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

E. GOVERNING LAW.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Texas State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action or proceeding to the addresses of the parties listed below, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

F. COMPLIANCE WITH ALL LAWS

Franchisee agrees to conform to and abide by all of the rules, regulations, and ordinances governing the collection, hauling and disposal of refuse, provided that the terms of the Franchise Agreement shall govern except where there exists conflicting ordinances of the City on the subject. In such case the terms of the ordinances of the City shall govern. In the event the City passes any ordiance applicable to the Services after the date of this Agreement, and such ordiance causes a material increases in the cost to Franchisee to perform the Services, Franchisee may immediately pass such additional costs on to the customers in the form of higher rates, as provided in Section 7 hereof, provided, however, that Franchisee shall provide notice of any such increase in rates allowing with reasonable supporting documentation of such increase in the cost of the Services.

Franchisee agrees to conform to and abide by all of the valid rules, regulations, and ordinances of any city or other jurisdiction through which refuse may be hauled or disposed of, governing the collection, hauling and disposal of said refuse.

Franchisee agrees, when refuse is hauled to or through the unincorporated territory of any county, to conform to and abide by all rules, regulations, and ordinances of any county governing the collection, hauling, and disposal of said refuse.

Franchisee agrees to abide by all applicable federal laws, including, without limitation, the Occupational Safety and Health Act, and the laws of the State of Texas.

G. ESCALATION CLAUSE

Other than as set forth elsewhere herein, Franchisee shall hold firm the current rates set forth in the term of the Franchise Agreement.

H. COMPLAINTS AND REPORTS

All complaints may be made directly to Franchisee and shall be given prompt and courteous attention. Franchisee shall log all complaints and shall note the name, address, time of day, and date of telephone complaint either manually or by computer. In the case of alleged missed scheduled collections, Franchisee shall investigate and, if such allegations are verified, shall arrange for the collection of such refuse within twenty-four (24) hours after the complaint is received. Franchisee will provide a monthly complaint log to the City, including the address complaining, that nature of the complaint, and the resolution of same.

I. MISCELLANEOUS

1) Disposal – Municipal Solid Waste will be collected, transported, and deposited at Texas Commission on Environmental Quality (TCEQ) approved Disposal Site.

2) Emergencies – Franchisee agrees to use its reasonable best efforts to assist the City in the event of an emergency situation on such terms and conditions as may be mutually agreed between Franchisee and the City.

3) Non-Discrimination – Franchisee agrees to abide by all applicable federal and state laws with respect to nondiscrimination against any person because of race, sex, age, creed, color, religion, or national origin.

4) Notification – Franchisee shall notify all residents about complaint procedures, regulations, and days for scheduled refuse collection.

5) Point of Contact – All dealings, contacts, etc., between Franchisee and City shall be directed by City to the Residential Accounts Manager of Franchisee. Franchisee shall advise City of the identity of its Residential Account Manager by supplying the name of said individual to City, in writing, and Franchisee may, from time to time, designate a replacement Residential Accounts Manager in writing during the term of this Agreement.

   Representations – Franchisee represents and warrants that it has dedicated and made available, and at all times during the term of the Agreement shall keep available sufficient equipment and personnel to provide the Services in accordance with the terms of this Agreement. Franchisee shall maintain its current financial solvency and is not nor will engage in proceedings that will lead to Chapter 11 filing for bankruptcy, and if any creditors shall force Franchisee into bankruptcy proceedings, Franchisee shall notify City. Franchisee hereby represents and warrants that it has all requisite corporate power and authority to execute and deliver the Agreement, to consummate the transactions contemplated

hereby, and to perform all the terms and conditions hereof to be performed by it. The execution and delivery of the Agreement by Franchisee, the consummation of the transactions contemplated hereby, and the performance by Franchisee of all the terms and conditions hereof to be performed by it have been duly authorized and approved by all requisite corporate action on the part of Franchisee.

SECTION 32. NOTICES.

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:
City of Manvel
20025 Highway 6
Manvel, TX 77578
Attn: City Manager

with electronic copy to:
KJung@cityofmanvel.com

If to the Franchisee:
John Schafer, District Manager
2010 Wilson Road
Humble, TX 77396
979-864-4600

with electronic copy to:
John.Schafer@wasteconnections.com

Abel Moreno, District Manager
827 W. Highway 6
Alvin, TX 77511
979-864-4600
with electronic copy to:
Abel.Moreno@wasteconnections.com

Copy to:

Waste Connections US, Inc.
3 Waterway Square Place, Suite 110
The Woodlands, TX 77380
Attention: Legal Department

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

SECTION 33. ATTORNEYS' FEES.

The prevailing party in any dispute between the parties arising out of the interpretation, application or enforcement of any provision hereof shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including without limitation costs and attorneys' fees related to or arising out of any trial or appellate proceedings.

SECTION 34. ACCEPTANCE.

PASSED AND APPROVED BY THE CITY OF MANVEL CITY COUNCIL IN AN OPEN MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE TEXAS OPEN MEETINGS ACT AND ALL OTHER APPLICABLE LAWS THIS 5th DAY OF NOVEMBER , 2018 (FRANCHISE) AND 22nd DAY OF JANUARY, 2019 (CONTRACTED TRASH PICK-UP FREQUENCY).

WASTE CONNECTIONS OF TEXAS, LLC

By: _____

Name: ROBERT A. NIELSEN III

CITY OF MANVEL, TEXAS

By: _____

Title: Kyle Jung, City Manager

ATTEST:

By: _____

Name: Tammy Bell
Title: City Secretary

CITY OF MANVEL • TEXAS CORPORATE SEAL

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.46. **7/22/2025**

Amend Agreement with Tyler Technologies

Approve the attached Tyler Technologies Software as a Service Agreement to replace the original Agreements and any amendments as approved by Commissioners Court Order No. VII.B.3.c dated July 10, 2012 - Agreement dated August 14, 2012; Court Order No. 8.K.14 dated January 12, 2021 - Agreement dated February 1, 2021, and pursuant to the sole source justification approved in Court Order No. 7.H.5 dated November 24, 2020.

Further, that County Judge be authorized to execute the Agreement or amendments related to this agreement; and that the final documents be authorized to attach to the minutes.

Further, that a copy of this order be sent to Information Systems and Purchasing Department.

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client and Tyler are parties to an End User License Agreement and Professional Services Agreement dated August 14, 2012, as amended, pursuant to which Client purchased a license to Tyler's Odyssey Case Manager solution and associated software and services (the "Odyssey Agreement");

WHEREAS, Client and Tyler are also parties to a License and Services Agreement dated February 1, 2021, as amended, pursuant to which Client purchased a license to Tyler's Civil Process software and associated services (the "Civil Process Agreement," and, collectively with the Odyssey Agreement, the "Original Agreements"); and

WHEREAS, Client and Tyler now desire to migrate the software products purchased under the Original Agreements and set forth in the Investment Summary from an on-premise installation to a SaaS installation, and to replace the Original Agreements with updated terms to reflect the ongoing nature of their relationship, under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means Brazoria County, Texas.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the last signature date set forth in the signature block.

- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to the Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Termination of Original Agreements. When Tyler makes the Tyler Software set forth in the

Investment Summary and licensed pursuant to this Agreement available to the Client for use in live production, the Original Agreements will terminate by mutual agreement of the parties, as will Tyler's maintenance, support, and/or update obligations for the software included therein.

2. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).

3. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

4. Ownership.

   4.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   4.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   4.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

5. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

6. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

7. SaaS Services.

7.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center.

7.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

7.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a disruption of SaaS Services from the data center hosting your data, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent unavailability of SaaS Services from the data center hosting your data. RTO represents the maximum duration of time following disruption of the SaaS Services within which your access to the Tyler Software must be restored.

7.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

7.5 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.

7.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

7.7 We provide secure Data transmission paths between each of your workstations and our servers.

7.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to

ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If you cancel services less than **four (4) weeks** in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.

8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process,

we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

10. Legislative Change Support. For county customers, we make available legislative change support as follows:

10.1 We will provide you with refinements, enhancements, or other modifications to the Tyler Software as necessary to comply with enacted statewide legislation or administrative regulation applicable to all our clients in your state pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates.

10.2 We will use commercially reasonable efforts to implement such changes within the time frames set in the applicable legislation or regulation, but in any event within the next version release of the Tyler Software.

10.3 For county customers, our responsibility for legislative change support in each annual term is limited to the number of hours of analysis, post-release data migration, and testing services, at our then-current hourly rates, equal to 20% of the total annual maintenance and support fees or 8% of the total annual SaaS fees paid by all customers within your state during that term.

10.4 You are responsible for any fees in excess of the applicable limits under Section 10.3 above, as well as the cost of any other services required to implement such changes, including, without limitation, training, configuration, project management, or data conversion from external sources. Prior to performing any services under this Section that would result in fees to you, we will provide you with a change order or addendum.

10.5 Business process changes, including usage of optional or new features and data fields, may be required to meet the needs of legislative changes. Tyler will document intended utilization of such new features or new fields, but it is the client's responsibility to enact process changes for compliance with new requirements.

10.6 Our legislative change support obligations do not apply to services required to support new duties or responsibilities that expand upon the scope of your internal business purposes disclosed to us as of the Effective Date.

SECTION D – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice.

You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. Notwithstanding the Effective Date, the initial term of this Agreement is three (3) years from October 1, 2025, unless earlier terminated as set forth below. Tyler reserves the right to begin the SaaS migration services on or around the commencement date of the initial term. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation

infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will defend, indemnify, and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR

FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional Tyler products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions

not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of

this Agreement by a party or its employees or agents; or

(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or

(c) a party receives from a third party who has a right to disclose it to the receiving party; or

(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

23. Twilio Acceptable Use Policy and Terms of Service. Your use of the Tyler Software may include functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup, and to applicable provisions found in the current Twilio Terms of Service, available at https://www.twilio.com/legal/tos. By signing a Tyler Agreement or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

24. Cybersecurity (Managed Detection and Response) Terms. Your rights, and the rights of any of your

end users, to use Tyler's Managed Detection and Response services is subject to the Cybersecurity Services Terms of Service, available at https://www.tylertech.com/terms/cybersecurity-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

25. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	TEAMS Terms and Conditions
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

With a copy to:
Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department

Brazoria County, TX

By:_____

Name: L.M. "Matt" Sebesta, Jr.

Title: County Judge

Date:_____

Address for Notices:
Brazoria County, TX
Information Systems
237 E. Locust, Suite 505
Angleton, TX 7515
Attention: Russell Webb

With a copy to:
Brazoria County District Attorney's Office
237 E. Locust, Suite 305
Angleton, TX 77515
Attention: Civil Division

Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Civil Process Investment Summary

Software Fees				
SaaS Payments	**Year 1**	**Year 2**	**Year 3**	
Annual SaaS Fees	$65,500	$68,775	$72,214	
Services	$15,000			
Total Annual SaaS Fee	**$80,500**	**$68,775**	**$72,214**	
Civil Process				**Annual SaaS Fee**
Civil Serve				$65,500
CivilProcess Mobile				Included
Attorney Access (CivilView)				Included
Public Sales Access (SalesWeb)				Included
Civil Case Access Internal (Civil Quesry/Precinct Search)				Included
PeopleSoft Custom Export				Included
Enterprise Justice Case Manager / Civil Process Standard Integration				Included
			Annual SaaS Fees Sub-Total	**$65,500**
Implementation Services				
Professional Services (Fixed-Cost)				
One-time professional services				$15,000
			Total Professional Services Cost	**$15,000**

Notes:

Civil Serve:

- Includes two environments
- Includes TID Workforce Direct

Enterprise Justice Investment Summary

Software Fees				
SaaS Payments	**Year 1**	**Year 2**	**Year 3**	
Annual SaaS Fees	$1,182,081	$1,240,435	$1,301,707	
Migration Incentive for Case Manager	($93,366)	($49,017)	$0	
Total Annual SaaS Fee	**$1,088,715**	**$1,191,418**	**$1,301,707**	
Enterprise Justice				**Annual SaaS Fee**
Enterprise Case Manager - All Case Types				$1,182,081
Enterprise Attorney Manager				Included
Enterprise Justice Check Manager				Included
Enterprise Document Management Bundle				Included
Enterprise Record on Appeal				Included
Portal				Included
eSignature (Includes merged Tiff)				Included
Enterprise Judge Edition (10 users)				Included
Enterprise Case Manager Integration Toolkit				Included
OCR Level 1				Included
Enterprise Financial Manager				Included
Enterprise Jail Manager				Included
Enterprise Mugshots				Included
Enterprise Jail Data Export				Included
Enterprise Law Enforcement				Included
Enterprise Jail Manager Integration Toolkit				Included
Biometric Identification				Included
Enterprise Custom Reports				Included
VINE				Included
Managed Detection and Response - Free 4 week trial				Included
			Annual SaaS Fees Sub-Total	$1,182,081
Implementation Services				
Professional Services (Fixed-Cost)				
Teams 10				Included
			Total Professional Services Cost	**$0**

Notes:

Enterprise Justice:

- Tyler has included storage up to 35TB. Additional TB storage may be purchased at $1,300 per TB.
- Includes one production and two non-production environements.
- First year of Teams 10 is used to perform the migration to SaaS.

** The Managed Detection and Response (MDR) 4-week trial period begins with the installation of the Tyler MDR service. The client's access to the Tyler MDR services terminates at the end of the Trial Period unless the client provides written confirmation that it wishes to receive Tyler MDR as a paid service, and the parties execute an amendment setting for the ongoing terms and fees for such service.

** Tyler Technologies and AWS are collaborating to empower public sector agencies with advancing digital transformation technologies. As part of this project, AWS is providing a sponsorship credit of $70,492. Please reach out to your Tyler Technologies account representative to receive further details on the collaboration between AWS and Tyler.

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term (October 1, 2025) as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates. Beginning on October 1, 2025, Client shall no longer be required to pay annual maintenance and support fees under the Original Agreement.

2. Credit for Maintenance and Support Fees. Client will receive a credit for any prepaid but unused maintenance and support fees payable under the Original Agreement as of October 1, 2025.

3. Other Tyler Software and Services.

   3.1 Professional Services.

   3.1.1 Enterprise Justice. Fees for Enterprise Justice implementation and other professional services (including training) are included with Year 1 of the TEAMS-10 services.

   3.1.2 Civil Process. Fees for Civil Process implementation and other professional services (including training) are billed and invoiced on a fixed fee basis in accordance with the following milestones, as they relate to the implementation of the Civil Process software only:

Site visit	10%
Software installation	10%
Delivery of training database	40%
Training completed	30%
Use of Civil Process Software in live production	10%

   3.2 TEAMS-10 Services. The TEAMS-10 Services shall have an annual term that runs concurrently with the SaaS term of this Agreement, unless earlier terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. Your annual

TEAMS-10 fees are included in, and will be invoiced with, your annual SaaS fees. TEAMS-10 Services are subject to the terms set forth in Exhibit D.

3.3 Managed Detection and Response ("MDR") Services. Managed Detection and Response Services shall have an initial trial term that commences on the date of installation of the MDR Services and continues for a period of four (4) weeks (the "Trial Period"). Upon the expiration of the Trial Period, the MDR Services will terminate unless Client and Tyler execute a written amendment to this Agreement setting forth the ongoing terms and fees for such services. The MDR Services are provided at no cost during the Trial Period. Fees for any subsequent periods are not included with the fees set forth in the Investment Summary. MDR Services are subject to the terms and conditions set forth in Section H(24) of this Agreement.

4. Third Party Products.

4.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

4.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software, if any, is invoiced when we make it available to you for downloading.

4.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4.4 *Third Party SaaS:* Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

   Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
(2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
Tyler Education, Adoption & Managed Services (TEAMS) Terms and Conditions

TEAMS Level	**Annual Units of Service**	**Annual Tyler Connect Pass**	**Annual Cost**
TEAMS-10	**10**	**1**	**Included with SaaS Fees**

Program Details:

- TEAMS Units and Connect Passes must be consumed during the current annual term. Units and passes not utilized shall be forfeited and will not carry over to any subsequent term.
- Connect pass does not include Client travel and expenses, only the cost of the conference attendance is included.
- TEAMS units can be utilized for activities listed in Tyler's published TEAMS verticals of service.
- All TEAMS services will be completed remotely by Tyler staff and are inclusive of deployment, project management, and consulting activities.
- All Travel will utilize two (2) Units of the annual TEAMS allotment for each trip of up to four (4) consecutive days in length.
- Tyler reserves the right to update the unit cost in our published TEAMS verticals annually in accordance with changes to implementation or training scope.
- Unit costs do not include additional software licenses, maintenance, or SaaS fees. Any additional required software licenses, maintenance, or SaaS fees will need to be purchased by the client through an additional agreement or amendment.
- 1-hour Checkpoint meeting to ensure that regular, structured communication is maintained throughout the service (focus on planning activities with TEAMS agreement).

Exhibit E
Statement of Work

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Statement of Work

Brazoria County

"Client"

SaaS Migration

Tyler Technologies, Courts & Justice Division
5101 Tennyson Parkway
Plano, Texas 75024
(972)713-3770 phone

"Tyler"

Brazoria County– Enterprise Justice Implementation

Statement of Work (SOW)

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1. Introduction

Overview

A successful Enterprise Justice implementation project is dependent on many factors: setting up a strong governance structure; time, budget and scope management; designing a solution that meets the business needs of Client; and planning the implementation for success. The purpose of the project is to assist Client with transitioning away from the on-premise Enterprise Justice installation to a hosted SaaS solution.

This project has one primary objective:

1. Migrate to a new Tyler hosted SaaS environment from the existing client managed on-premise environment.

This Statement of Work (SOW), which includes Schedule 1 ("Tyler SaaS Migration and Upgrade Schedule"), presents the tasks and activities necessary for completing the migration. Tyler agrees to complete these tasks and activities and collaborate with the Client in the manner that emphasizes expediency and follows the timeframe set forth herein as closely as possible and takes into account the Client's readiness and

acceptance process.

Products and Services Included: The following products and services are governed by this Statement of Work:

Table 1 - Licensed Products and In Scope Services

Licensed Products
• N/A – No software products will be installed or delivered. This is a migration activity only.
Services Summary

• Project Management – Project Duration
  ○ Scope and contract verification
  ○ Maintain project schedule
  ○ Schedule tasks and activities for Tyler staff
  ○ Communicate schedule, tasks, activities and completion status to Client designated project manager. Client responsible for scheduling client resources
  ○ Status reporting
  ○ Testing plan assistance
  ○ Go-Live Planning Assistance
• On-Premise to SaaS Migration Technical and Consulting Services
  ○ Build two (2) non-production and one (1) production SaaS environments per SaaS agreement
  ○ Migrate (copy) Data to SaaS Test and SaaS Production environments
  ○ Migrate (Copy) Data to SaaS Stage environment if applicable
  ○ Migrate (copy) Images to SaaS Production environment
  ○ Enterprise Justice SaaS environment and Enterprise Justice configuration verification
  ○ Enterprise Custom Reports validation
  ○ Solution Validation Assistance – Client completes the activity, Tyler assists
  ○ Go-Live Support

Executive Summary and Deployment Strategy

As an existing Enterprise Justice customer, the Client has an existing Enterprise Justice environment in use today. This is an on-premise installation, with Client hosted server infrastructure. The Client desires to move existing their Enterprise Justice installation (Data and Images) to a Tyler hosted SaaS environment.

The SOW will detail the tasks and activities that Tyler and the Client will perform for this project.

It is anticipated that this project will require three months to complete.

2. Definitions

The following terms and definitions shall be used through this Statement of Work.

1. Authorization Order means an order to use custom development hours. Authorization Orders will be governed by this SOW upon execution by both parties.
2. Business Process means the practice, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function. Example: How are requests for ex parte hearings handled? Note, this process may include steps that involve the legacy system, steps

that do not use the legacy system, or a combination of both.

3. Configuration means the set of completed user and system defined code tables within the Administration Section of Enterprise Justice. Examples: Case Types, Hearing Types, Commissary Items, Bond Companies, Offense Types, Payment Methods. Also means the act of completing the configuration.
4. Data has the same meaning herein as it does in the Agreement.
5. ECR Training means 1 hour of Enterprise Custom Report (ECR) training intended to educate users of Enterprise Justice post migration.
6. Go-Live Support includes, but is not limited to, daily check-in meetings, executive checkpoints, issue remediation, trouble shooting and resolving any issues related to the migration to SaaS, reviewing help desk best practices and available resources, and reviewing benchmark performance data to validate performance from on-premises to SaaS.
7. Images means all non-database files, including, but not limited to, scanned images, .jpg, .png, .pdf, video media, etc.
8. Interface means a connection to and potential exchange of data with an external, non-Enterprise Justice, system or application. Interfaces may be one way, with data leaving Enterprise Justice to the other system or data entering Enterprise Justice from the other system, or they may be bi-directional with data both leaving and entering Enterprise Justice and the other system.
9. Integration means a native exchange or sharing of common data within the Enterprise Justice system, between Tyler applications.
10. Legacy System means the primary computer system, database, and/or end user software application in use by the client which is being replaced by this project.
11. Project Manager(s) means the person or persons responsible for the planning, monitoring, and execution of this project for Tyler and/or the Client.
12. Solution Validation means the complete set of tests and testing activities when the full Enterprise Justice solution has been deployed. This activity consists of a review of Data, testing of business processes and practices, validation of completed configuration, interfaces and interchanges, and any custom software enhancements.
13. Subject Matter Experts (SME) means the person or persons most familiar with a process, function, or operating procedure for any given set of activities or process areas. Persons may be considered a SME in multiple areas.
14. Terms Not Otherwise Defined shall have the meaning as set forth in the Master Agreement.
15. Use Case Scenarios mean the description of the business process or scenario that needs to be solved. Example: The court requires a 20-day time-waiver for certain filings. A Use Case Scenario would be the narrative description of what the process is (20-day time-waiver), which filings require it, and what the requirements are for completing the process.
16. Test scripts mean the steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
17. Internal: Transition to Support Meeting means that Tyler will conduct an internal meeting to prepare for the post go-live handoff to Tyler's support team, ensuring that day-to-day operations are ready for the Tyler standard support process. The meeting will involve Tyler representatives involved with client support, technical services, hosting, and operations.
18. Customer: Transition to Support Meeting means that Tyler will conduct an internal meeting to prepare for the post go-live handoff to Tyler's support team, ensuring that day-to-day operations are ready for the Tyler standard support process. The meeting will involve having the Tyler project team present information to the Client team members that are involved with daily support procedures.

19. Release Management: Software upgrades and Change Control means activities performed by Tyler pertaining to installing a new version of the Software that includes new and/or different features from the previous version. The assigned TAM will facilitate all organizational and approval activities, including gaining Client approval.
20. Release Management: Planning and Testing means activities pertaining to preparing for, and testing a new version of the Software that includes new and/or different features from the previous version. The assigned CSAM is responsible for working with the Client on its Enterprise Justice release schedule and will facilitate all activities associated with testing the new release, including gaining Client approval.
21. Release Management: Communication for Change Management / Maintenance means clear and effective written and verbal correspondence to provide the information required for people to change effectively, reduce resistance, and garner support. The assigned CSAM is responsible for working with the Client on its communication plans and provides the relevant content associated with the change for use by Client's communications team.
22. Technical Consults means the activity of having Tyler provide structured and ad/hoc technical consulting for the purposes of migrating Enterprise Justice from the Client's on-premise environment to Tyler's SaaS solution and continued post go-live success.
23. Relationship: Application means all activities pertaining to managing the relationship with the Client's functional team members that are currently responsible for the Enterprise Justice software solution.
24. Relationship: Technical means activities pertaining to managing the relationship with the Client's non-functional team members that are technical in nature that are responsible for managing the Client's current on-premise environment, and post go-live environment factors that affect the use of Enterprise Justice.

4. Project Approach

The tasks and activities required to deliver the two phases of this project are outlined below.

Project Assumptions

- Project is anticipated to take up to three months to complete.
- Tyler will schedule tasks and activities to complete as soon as possible.
- SaaS Migration image transfer: Document Images will be transferred during the SaaS migration. The time required for image transfer varies and is dependent upon the speed of the transfer (network connectivity) and the total size of the document Images. Tyler will ensure, based on record counts, that all document Images transfer to the SaaS environment.
- Client will grant access to Tyler to the on-premise Enterprise Justice server infrastructure for the Tyler team members to transfer Data and Images to the SaaS environment.
- Client will assign a single project manager to act as a single point of contact for Tyler's project manager.
- Client has existing knowledge of the Enterprise Justice Case Manager software, including the setup of user accounts, rights and roles.
- Client is responsible for establishing network connectivity to the SaaS environment and must maintain both a primary and secondary internet connection through Client's chosen Internet Service Providers.
- Client is responsible for setting up any and all Enterprise Justice user accounts.

Project Management Services and Approach

Tyler will provide project management services to guide this project. It is necessary for the Client to provide a project manager to work with Tyler's project manager for coordinating activities, providing schedule updates, reporting and tracking issues and risks, communicating status to stakeholders, and ensuring key milestones are met. The role of the project manager is to ensure the project is completed on time, on budget, and within the agreed upon scope.

The client project manager does not need formal training as a project manager. This person should have the following characteristics:

- Organized
- Understands the business and is well respected within the organization
- Effective communicator
- Proponent of the project
- Empowered to hold project team members, even those with a higher position or rank, accountable for completing any assigned tasks on-time

Project Management Highlights		
Activities & Services	❖ Conducting, Coordinating, or Assisting with the Project Kick-off (Phone call or remote meeting) ❖ Create and update the project schedule ❖ Ensure project is within scope ❖ Create change orders for new scope as needed ❖ Track the project budget ❖ Assist in scheduling project activities ❖ With assistance and input from the Client project manager, track, manage, and update issues and risks ❖ With assistance and input from Client project manager, create the go-live transition schedule	
Objectives	❖ Manage project scope ❖ Track issues and risks ❖ Deliver the project on time, on budget, and within scope ❖ Assist the Client project manager as needed	
Participants	**Tyler**	**Client**
	❖ Project Manager	❖ Project Manager

Assumptions

- Project activities will be conducted remotely.
- The Client Project Manager will be available consistently through the duration of the project.

Client Involvement

- The Executive Team and Project Team will attend the project kickoff.
- The Client will designate a Project Manager to interact with the Tyler Project Manager.

Phase 1: Tyler Hosted SaaS Migration

This phase involves the tasks required to migrate the Client's Data and Images from its current on-premise infrastructure to the Tyler hosted SaaS environment.

Task 1.2 – Environment Discovery and Establish the Enterprise Justice SaaS Environment

During the Environment Discovery Tyler will work with the Client IT Team to understand the current Enterprise Justice Environment and components that need to be built in the SaaS environment.

Tyler will be responsible for building the Enterprise Justice Online environments at Tyler's hosted data center for a SaaS deployment. Client is responsible for the installation and setup of the desktop application, with guidance from Tyler, and all peripheral devices.

Assumptions

- Task is scheduled at least two weeks in advance.

Client Involvement

- The Client is responsible for establishing network connectivity to the Tyler SaaS environment.
- The Client is responsible for updating the Enterprise Justice Assistant / Navigator (user interface) to point to the SaaS environment; Tyler will supply connection detail information.

Deliverables

Deliverable	Description
1.2.1 Build SaaS Environment – Production	Tyler establishes a Production environment per the SaaS agreement
1.2.2 Build SaaS Environment - Test	Tyler establishes a Test environment per the SaaS agreement
1.2.2 Build SaaS Environment – Stage Environment	Tyler establishes a Stage environment per the SaaS agreement

Task 1.3 – Migrate Data and Images to the SaaS Environment – Pre-Production

During this task Tyler will migrate the Data from the Client's on-premise infrastructure to the SaaS infrastructure. This will be the preliminary test of the migration and will be considered pre-production (not live).

Tyler will:

- Copy the current Test Data to the SaaS Test environment.
- Copy the current Production Data to the SaaS Production environment.
- Copy the current Stage environment Data to the SaaS Stage environment.
- Validate the total amount of Data, based on database size, has been migrated to the SaaS environments.
- Ensure successful basic operation of Enterprise Justice in the SaaS environments: can login, access, view, edit, and save existing Enterprise Justice records through the Enterprise Justice user interface, without error.

Assumptions

- None

Client Involvement

- The Client will assist Tyler as needed with any on-premise infrastructure issues that prevent the successful migration of Data to the SaaS environment.
- The Client is responsible for testing the Enterprise Justice application functionality in the SaaS environment and reporting issues to Tyler; Tyler and the Client will jointly determine the correct path to resolve a given issue.

Deliverables

Deliverable	Description
1.3.1 Migrate to SaaS Production for Testing	Tyler migrates Data and Images to the SaaS Production environment. Testing only; not in production use.

Task 1.4 – Configuration Validation, ECR, Integration, and Testing Assistance

After the pre-production site migration has finished, Tyler will verify the primary configuration elements within the Enterprise Justice Organizational Chart (Org Chart) and will adjust any Org Chart configuration to coincide with the new SaaS environment.

To verify the Org Chart, Tyler will replace references to on-premise server names and locations, such as UNC paths, to the revised SaaS server names and locations as appropriate. Tyler will also perform basic operational testing, ensuring standard reports and existing client Forms can be generated without error. Tyler will ensure the Enterprise Justice Job processing functionality completes without error for at least one report.

ECR Validation Assistance

Tyler will also verify the configuration of the existing Enterprise Custom Reports (ECRs), ensuring any pointers (UNC references, etc) are updated to the SaaS environment. Client is responsible for testing the ECR functionality.

Integration Validation Assistance

Tyler will also verify that the integration infrastructure is configured and integration endpoints are available to the Client. Client is responsible for testing existing integrations are operational in SaaS environment.

Testing and Validation Assistance

After Tyler has verified the Org Chart and ECR configurations, the Client will test the Enterprise Justice application functionality, ensuring all key business processes are able to complete without error, reporting any issues to Tyler for triage; Client and Tyler will jointly determine the appropriate resolution and owner, Tyler or Client, of each issue. Tyler recommends the Client create a list of essential business processes that are in use and define the required outcome of each process; this list should be used for the testing activity. Tyler can supply sample process lists if requested. Examples of key processes include: Case creation and initiation, viewing and modifying parties, adding and updating hearings and revising hearing calendars, creating standard reports and merging forms, updating case financial records, case dispositions.

In this task Tyler will:

- Review and revise the Org chart as needed to point to the SaaS environments; This will be done for all SaaS environments created per the contract.
- Review and revise the ECR configuration as needed.
- Perform basic operational application tests in Enterprise Justice: login, access a case, save a case, access a party, save a party, run a report, schedule and run a report from the schedule.
- Assist client with the Client's testing effort by providing sample process lists and reviewing issues that are reported to Tyler.

Assumptions

- Pre-production SaaS migration has been completed.
- All internal or 3rd party integrations leverage the Tyler Integration framework and Integration layer. No integrations or other processes will directly access the hosted Database. If integrations are identified during the Environment Discovery process that do not leverage the integration framework, Tyler will work with the Client to identify alternate solutions that are supported in the SaaS environment.
- Production (live) migration will not take place until Client has completed their testing and advises Tyler that no material issues exist.

Client Involvement

- The Client will be responsible for testing the Enterprise Justice application.
- The Client will track issues but will report those to Tyler as needed for triage and issue resolution assistance.
- The Client will advise Tyler when the testing is complete and is ready for the live (Production) migration.

Deliverables

Deliverable	Description
1.4.1 Org Chart Verification	Tyler verifies and updates the Enterprise Justice Org Chart to reflect the SaaS environment, as needed
1.4.2 ECR Validation	Tyler updates ECR configuration to reflect the SaaS environment.
1.4.3 Testing Assistance Complete	Tyler assists client with process testing and site verification. Client is responsible for testing.

Task 1.5 – Go-Live – Production Migration

After the Client has successfully completed the testing of the SaaS environment, Tyler will initiate the Production migration. This activity should be carefully planned to ensure all Data moves from the on-premise site to the SaaS site and that all users are logging in to the correct environment.

Client's project manager will assist Tyler's project manager in building a go-live transition plan. The plan will include the proposed date and time for the migration to start and finish. It is important to note that once the production migration begins no Data should be entered in the Enterprise Justice application in the on-premise environment, as the update is static and represents a point in time. Any Data that is entered in the on-premise environment after the migration has begun will need to be added manually by the Client after the migration has completed and the Client is live in the SaaS environment.

The migration should be scheduled approximately two weeks in advance. It is at this time; the Client will make a go-no-go decision to proceed with the migration.

Upon completion of the migration, Tyler will perform basic VIEW ONLY validation: can login, can view existing case and party records Tyler will not create or save any new records in the Production system during this test. Tyler will then communicate to the Client that the system is ready for Production use.

Image migration: Tyler will migrate the Images at the same time as the Data. However, the Images may require additional time to transfer based on the total storage size of the Images. Tyler will ensure all Images have been transferred; Client may go-live before all Images have been migrated.

Tyler will ensure that all Data and Images are accurately transferred from the Client's on-premise environment to the SaaS environment by verifying the transferred Data and Images through AWS DataSync on 12 metrics: BytesCompressed, BytesPreparedDestination, BytesPreparedSource, BytesTranferred, BytesVerifiedDestination, BytseVerifiedSource, BytesWritten, FilesPreparedDestination, FilesPreparedSource, FilesTransferred, FilesVerifiedDestination, FilesVerifiedSource.

Client will modify their Enterprise Justice Assistant / Navigator (user interface) configuration to point to the SaaS environment. Client is responsible for ensuring Client is logging in to the correct environment. Client will perform initial testing and will report any issues to Tyler for triage. Client will begin entering Data in the Production SaaS environment and will be live at that point. Tyler will provide Go-Live Support

until the implementation has been accepted as provided in the Agreement, or, if Client rejects the implementation as provided in the Agreement, until Tyler has successfully reverted Client back to its current on-premise Enterprise Justice environment. Tyler will provide a communication plan to the Client as part of the go-live planning activities, so the Client knows how to contact Tyler for issue reporting and resolution.

Assumptions

- Pre-production SaaS migration has been completed.
- Pre-production testing has been completed and Client has indicated to Tyler the testing was successful and no material issues remain.
- Migration is scheduled at least two weeks in advance and cutover will take place during normal business hours.
- As part of the migration, Tyler will provide access to the newly deployed SaaS site that will become the future Production Environment. As part of this deployment and migration, Tyler will also upgrade the new SaaS Production Environment to a currently supported Enterprise Justice version. After the migration from the on-premise environment to the new SaaS environment, Tyler will manage all future upgrades, updates, and deployments of Enterprise Justice and supporting packages.

Client Involvement

- The Client will be responsible for testing the Enterprise Justice application.
- The Client will track issues but will report those to Tyler as needed for triage and issue resolution assistance.
- The Client will modify the Enterprise Justice Assistant / Navigator to point to the correct environment; Tyler will supply the connection information.
- Tyler's project manager is responsible for building the go-live plan with assistance from Client's project manager.

Deliverables

Deliverable	Description
1.5.1 Go-Live Data Migration	Tyler migrates the on-premise Data to the SaaS Production environment
1.5.2 Go-Live Image Migration	Tyler migrates the on-premise Images to the SaaS Production environment
1.5.3 Go-Live: First Record Created in SaaS Environment	Client creates a new record or saves Data to an existing record in the SaaS Production environment.

Task 1.6 - Transition to Support & Project Closeout

This task will occur only if the implementation is accepted as provided in the Agreement.

This task represents project completion and will signal the conclusion of implementation activities. In this

final Stage, the implementation project will be officially completed, and the Tyler PM will work with Client to transition from implementation to operations and maintenance.

Tyler will conduct a final project close out meeting prior to transition from implementation to operations and maintenance. In addition, during the close out meeting, Tyler will review with Client the help desk best practices and available resources. Tyler will also review the benchmark performance document to validate performance from on-premise to SaaS.

Assumptions

- All project implementation activities have been completed.
- No material project issues remain.
- All Deliverables have been completed.

Client Involvement

- Participate in transition discussions and meetings.
- Provide feedback and updates on remaining issues.

Deliverables

Deliverable	Description
1.6.1 Project Closeout Report	Report that indicates all deliverables have been completed and the project is closed.

Project Complete

The SaaS migration is complete once the Client is using the Enterprise Justice application in the Production SaaS environment, the implementation has been accepted as provided in the Agreement, and Tyler has completed all other responsibilities set forth in Task 1.6. Any open issues remaining for Tyler to resolve will be transitioned to the Tyler Support team.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.47. **7/22/2025**

Treasurer's Monthly Cash and Investment Report for Toll Road Funds for May 2025

Approve the Treasurer's Monthly Cash and Investment Report for Toll Road Funds for May 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 **May 2025** and reflects total cash and other assets in the custody of the County Treasurer at month end to be: $**66,856,222.56**

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 April 2025

Account	Beginning Bank Balance 4/1/25	Deposits and Other Credits Received	Checks and Other Debits Disbursed	Ending Bank Balance 4/30/25	Monthly Interest Earned	Interest Rate
FIRST NATIONAL BANK OF LAKE JACKSON						
Brazoria County Toll Road Authority O&M	6,989,593.13	1,406,173.22	562,040.01	9,725,788.88	17,321.39	3.04
Brazoria County Toll Road Authority Construction	1,157,640.16	2,005,571.18	1,231,342.50	5,782,384.81	5,571.18	3.04
Brazoria County Toll Road Authority FM 518	55,699.58	130.40	0.00	55,829.98	130.40	3.04
Brazoria County Toll Road Authority Debt	125,364.89	371,381.99	0.00	773,476.05	293.59	3.04
First National Bank of Lake Jackson Totals	**8,328,297.76**	**3,783,256.79**	**1,793,382.51**	**16,337,479.72**	**23,316.56**	

Total balance of all accounts at First National Bank of Lake Jackson as of last day of month **16,337,479.72**

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 **May 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 / Prerefund / FAS 115	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	$1,776,099.75	$1,796,157.76	$1,538,031.34
	623726202108170	9/1/2036	1.500		100.00%				
FEDERAL HOME LOAN BANK		AFS							
	1 MBS - Fixed Rate					$2,500,000.00	$1,776,099.75	$1,796,157.76	$1,538,031.34
FHLB	31347A6M1	FHLMC Pool #840876	840876		$10,360,000.00	$10,360,000.00	$1,233,929.66	$1,232,428.17	$1,269,318.76
	676296202208051	11/1/2046	6.787		100.00%				
FEDERAL HOME LOAN BANK		AFS							
	1 MBS - Variable Rate					$10,360,000.00	$1,233,929.66	$1,232,428.17	$1,269,318.76
FHLB	3137AXSF1	FHR 4153 KG			$2,000,000.00	$2,000,000.00	$222,872.52	$224,670.66	$201,271.98
	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	$295,547.52	$292,263.28	$274,187.62
	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	$175,712.18	$177,694.92	$163,589.81
	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	$765,216.00	$766,010.63	$709,028.71
	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	$291,731.40	$294,178.30	$261,665.39
	442471201608291	1/15/2046	2.500		100.00%				
FEDERAL HOME LOAN BANK		AFS							
FHLB	3137BPGS2	FHR 4585 QD			$2,500,000.00	$2,500,000.00	$221,280.05	$224,366.57	$195,107.95
	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	$265,035.48	$264,667.32	$227,017.62
	451324201611301	11/15/2046	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	3137BWU77	FHR 4663 PK			$2,000,000.00	$2,000,000.00	$211,797.76	$209,537.31	$174,376.02
	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	$272,308.48	$270,894.72	$227,369.14
	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	$219,618.78	$219,175.09	$187,456.73
	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	$188,714.25	$188,682.33	$175,012.56
	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	$259,744.38	$259,502.48	$230,114.35
	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	$262,304.37	$260,533.40	$227,960.41
	507962201901141	2/25/2048	3.000		100.00%				
FEDERAL HOME LOAN BANK		AFS							
FHLB	3136BBWU2	FNR 2020-62 PA			$2,500,000.00	$2,500,000.00	$1,654,538.48	$1,705,208.42	$1,284,521.96
	570109202008311	9/25/2050	2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS							
FHLB	3136BJCB9	FNR 2021-72 JD			$3,000,000.00	$3,000,000.00	$2,239,745.88	$2,244,530.07	$1,877,929.49
	633234202110121	5/25/2051	1.500		100.00%				
FEDERAL HOME LOAN BANK		AFS							
FHLB	38382WDS3	GNR 2021-117 PE			$3,000,000.00	$3,000,000.00	$2,066,380.29	$2,075,477.96	$1,772,796.00
	621614202107301	7/20/2051	1.500		100.00%				
FEDERAL HOME LOAN BANK		AFS							
FHLB	3136BHZ28	FNR 2021-45 JG			$2,000,000.00	$2,000,000.00	$1,556,768.74	$1,585,027.47	$1,240,669.18
	623728202108170	7/25/2051	2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS							
17 CMOs - Fixed Rate						$39,200,000.00	$11,169,316.56	$11,262,420.93	$9,430,074.92

** 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
Total Pledged	19	To: BCTR BRAZORIA COUNTY TOLL ROAD AUTHORITY					$52,060,000.00	$14,179,345.97	$14,291,006.86	$12,237,425.02

$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	$14,179,345.97	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 May 2025

Current Date: 5/31/2025

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		4.308				100.00	13,790,141.46	13,790,141.46	100.00	13,790,141.46	1	50,268.28
Texas Class	LGIP		4.408				100.00	36,601,797.46	36,601,797.46	100.00	36,601,797.46	1	139,671.40
US Bank	Cash		4.220				100.00	126,803.92	126,803.92	100.00	126,803.92	1	2,126.25
Depository	Cash		3.040				100.00	16,337,479.72	16,337,479.72	100.00	16,337,479.72	1	23,316.56
								66,856,222.56	**66,856,222.56**		**66,856,222.56**		**215,382.49**

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 2025

	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Annual Earned
BANK	10,966.52	17,505.24	19,577.09	48,048.85	24,750.81	21,408.70	18,721.77	64,881.28	23,316.56	23,316.56		46,633.12				-	159,563.25
Texpool	55,849.93	52,254.30	52,266.92	160,371.15	50,523.65	45,424.83	50,217.19	146,165.67	48,787.16	50,268.28		99,055.44				-	405,592.26
Texas Class	115,902.87	171,461.46	172,900.68	460,265.01	166,639.84	143,760.68	155,623.18	466,023.70	140,455.56	139,671.40		280,126.96				-	1,206,415.67
US Bank	1,352.69	1,914.90	2,889.59	6,157.18	3,875.68	4,835.03	5,539.76	14,250.47	2,296.90	2,126.25		4,423.15				-	24,830.80
Total Per Month	184,072.01	243,135.90	247,634.28	674,842.19	245,789.98	215,429.24	230,101.90	691,321.12	214,856.18	215,382.49	-	430,238.67	-	-	-	-	1,796,401.98

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	3.47%	2.91%	3.23%	**3.20%**	3.26%	3.43%	3.30%	**3.33%**	3.04%	2.92%							3.27%
TEXPOOL	5.36%	4.73%	4.56%	**4.88%**	4.39%	4.36%	4.34%	**4.36%**	4.34%	4.31%							4.62%
TEXAS CLASS	5.56%	4.88%	4.75%	**5.06%**	4.54%	4.49%	4.44%	**4.49%**	4.44%	4.41%							4.78%

Brazoria County Toll Road Authority US Bank Activity and Interest Report for May 2025

Fund	Beginning Balance 5/1/25	Credits	Debits	Interest Earned	Ending Balance 5/31/25	Avg. Yield	Expected Maturity	Mark to Mkt 5/31/25
Brazoria County Toll Road	124,677.67	124,677.67	-124677.67	2,126.25	126,803.92	4.220	6/1/2025	126,803.92
US Bank Totals	**116,841.01**	**124,677.67**	**-124677.67**	**2,126.25**	**126,803.92**			**126,803.92**

Brazoria County Toll Road Authority Texas Class Activity and Interest Report for May 2025

Fund	Beginning Balance 5/1/25	Credits	Debits	Interest Earned	Ending Balance 5/31/25	Avg. Yield	Expected Maturity	Mark to Mkt 4/30/2024
Toll Road Funds Construction	606,746.50	0.00	0.00	2,275.66	609,022.16	4.408	6/1/2025	609,022.16
Toll Road Funds O & M	12,379,262.81	0.00	0.00	46,429.21	12,425,692.02	4.408	6/1/2025	12,425,692.02
BCTRA LMTD REV BD 2024	25,476,116.75	0.00	(2,000,000.00)	90,966.53	23,567,083.28	4.408	6/1/2025	23,567,083.28
Texas Class Totals	**38,462,126.06**	**0.00**	**(2,000,000.00)**	**139,671.40**	**36,601,797.46**			**36,601,797.46**

Brazoria County Toll Road Authority Texpool Activity and Interest Report for May 2025

Fund	Beginning Balance 5/1/25	Credits	Debits	Interest Earned	Ending Balance 5/31/25	Avg. Yield	Expected Maturity	Mark to Mkt 5/31/25
Toll Road Funds Construction	1,565,658.77	0.00	0.00	5,728.06	1,571,386.83	4.31	6/1/2025	1,571,386.83
Toll Road Funds O & M	12,174,214.41	0.00	0.00	44,540.22	12,218,754.63	4.31	6/1/2025	12,218,754.63
Texpool Totals	**13,739,873.18**	**0.00**	-	**50,268.28**	**13,790,141.46**			**13,790,141.46**

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.)

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. **7/22/2025**

Treasurer’s Monthly Cash & Investment Report for May 2025

Approve the Treasurer’s Monthly Cash & Investment Report for May 2025. This order and affidavit must be filed with the County Clerk.

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 the month of **May 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 **May 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 **July 22, 2025**

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 **May 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 **$214,752,749.25.**

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 **22nd day of July, 2025**.

_____
Notary Public in and for Brazoria County, Texas
My Commission Expires: _____

Brazoria County Bank Account Activity and Interest Report for May 2025

Account	Beginning Bank Balance 5/1/2025	Deposits and Other Credits Received	Checks and Other Debits Disbursed	Ending Bank Balance 5/31/2025	Monthly Interest Earned	Interest Rate
FIRST NATIONAL BANK OF LAKE JACKSON						
Payroll	1,818,199.41	11,825,501.77	11,856,506.40	1,787,194.78	6,038.85	2.92
Operating	13,517,134.21	22,374,672.41	24,256,159.34	11,635,647.28	29,790.86	2.92
Comptroller Direct Deposit	1,735,931.30	2,923,775.77	3,849,595.75	810,111.32	3,072.03	2.92
Employee Benefit Trust Fund *	528,045.93	2,773,389.53	3,071,538.20	229,897.26	1,450.89	2.92
Credit Card Account	651,227.46	635,285.18	642,481.83	644,030.81	2,035.21	2.92
E-Filing / E-Recording	294,094.60	359,481.90	410,785.70	242,790.80	943.00	2.92
Parks Credit Card	52,005.14	55,422.70	55,906.76	51,521.08	155.62	2.92
Electronic Collections Clearing	105,545.71	108,492.99	112,379.16	101,659.54	283.92	2.92
Brazoria County Receivables	-	80,606.07	80,606.07	0.00	45.14	2.92
Tax Assessor/Collector Veh Inventory Prop Tax	689,616.17	261,508.03	4,958.11	946,166.09	2,241.40	2.92
Tax Assessor/Collector Boat Sales Tax *	43,863.02	44,868.48	50,153.64	38,577.86	79.51	2.92
Tax Assessor/Collector Motor Vehicle Acct	4,450,764.88	8,385,255.64	9,609,847.42	3,226,173.10	9,958.48	2.92
Tax Assessor/Collector Boat Collections	7,409.69	71,528.97	64,091.44	14,847.22	29.79	2.92
Tax Assessor/Collector Sales Tax Account *	2,060,949.78	6,453,634.44	7,625,993.08	888,591.14	4,100.47	2.92
Tax Assessor/Collector Tax Account	4,900,039.89	17,105,124.01	17,207,822.13	4,797,341.77	16,823.00	2.92
County Clerk Registry Fund	6,288,397.75	499,078.29	894,124.56	5,893,351.48	14,949.39	2.92
District Clerk Trust Fund	3,349,656.61	348,786.67	236,431.21	3,462,012.07	8,506.10	2.92
Sheriff Barber Shop Ed Training Program *	85,393.05	256.04	538.96	85,110.13	211.04	2.92
Sheriff's Dept Narcotic Unit-Operations	2,929.18	4,000.00	677.90	6,251.28	7.78	2.92
Comm. Super & Corrections Dept. Restitution Acct	133,336.41	23,654.88	16,647.11	140,344.18	346.80	2.92
District Atty Check Collection Account	19,497.46	1,582.30	0.00	21,079.76	50.14	2.92
Investment Acct	-	0.00	0.00	0.00	0.00	2.92
County Clerk Juvenile Restitution	2,439.73	1,341.60	24.38	3,756.95	6.75	2.92
District Clerk Restitution Fund	4,553.42	146.15	38.94	4,660.63	11.40	2.92
District Atty Task Force Operations	23,200.00	0.00	0.00	23,200.00	57.54	2.92
First National Bank of Lake Jackson Totals	**40,764,230.80**	**74,337,393.82**	**80,047,308.09**	**35,054,316.53**	**101,195.11**	

Total Balance of Non-Int Earning Accts: **5,258,286.09**

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 **40,312,602.62**

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: **May 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	$1,832,673.48	$1,832,673.48	$1,513,783.90
	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	$1,502,383.14	$1,501,209.40	$1,256,274.15
	637211202110281	11/25/2051		1.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
47 CMOs - Fixed Rate							$119,750,000.00	$37,796,060.30	$38,039,485.22	$31,270,506.69
Total Pledged 132 To: BRC BRAZORIA COUNTY							$337,635,297.00	$62,330,840.33	$62,771,236.19	$52,728,594.23

$0.00	Munis with Maturity Under 2 Years	$59,149.13	Other securities with Stated Maturity Under 2 Years
$0.00	Munis with Maturity Over 2 Years	$62,271,691.20	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 May 2025

ACTIVITY	COUNT	AMOUNT
Cash Receipts issued	160	$ 329,841.36
Treasurer BCSO Transport Cash/Checks Deposits Processed	19	$ 37,319.46
Treasurer Remote Deposits Processed	52	$ 387,926.98
HealthCare Invoices processed	11	$ 3,066,592.42
Retiree Premium Processed	406	$ 54,019.51
Under 65 Retiree Prepaid 401H Reimbursements processed	143	$ 42,185.00
Over 65 Retiree Prepaid 401H reimbursements processed	268	$ 75,211.00
Wire Transfers executed	105	$ 19,815,150.57
Toll Road Wires Executed	8	$ 677,947.50
EFT files processed	18	$ 10,526,790.33
Account Payables checks printed and distributed (102101)	1490	$ 7,754,688.52
Jury Payments Processed	848	$ 30,990.00
BCCSCD checks printed and distributed	101	$ 25,062.54
HUD checks printed and distributed	83	$ 152,778.86
Payroll checks printed and distributed (102821)	144	$ 88,011.51
Payroll advices printed and distributed (est):		$ -
Stop payments issued	108	$ 65,099.36
Positive Pay files processsed:	8	$ -
General ledger Journal Entries posted - BRAZO		-
Toll Road General Ledger Journal Entries Posted		-
Reports to State	3	-
EFT Set ups, Declines and/or changes to EFT's	0	-

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
May 1, 2025 - May 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	-$31,843,795.43	$63,048,982.16	-$59,401,039.32	-$28,195,852.59	$138,124,065.49	$4,330,728.65	-$16,002,556.24	$126,452,237.90
10100 - General Fund - Construction	$109,476.88	$0.00	-$4,392.25	$105,084.63				
10110 - Grand Parkway								
10200 - Juv Prob Fees	$14,452.33	$132.70	-$448.94	$14,136.09				
10300 - Unclaimed Juvenile Restitution	$11,568.52	$0.00	$0.00	$11,568.52				
10340 - Constable 4 Marine Team	$45,464.47	$142.87	$0.00	$45,607.34				
10350 - Sheriff Special Response Team	$11,546.92	$27.74	-$2,719.99	$8,854.67				
10351 - Sheriff Drone Team	-$8,371.55	$0.00	-$3,086.92	-$11,458.47				
10352 - Sheriff Marine Team	-$6,723.01	$0.00	$0.00	-$6,723.01				
10353 - Sheriff Dive Team	-$2,768.70	$0.00	-$6,748.11	-$9,516.81				
10400 - Env Health-Retail Food Permits	-$15,355.18	$32,949.24	-$38,433.99	-$20,839.93				
10500 - District Clerk Contingency	$562,200.31	$1,781.13	$0.00	$563,981.44	$305,736.34	$1,118.57	$0.00	$306,854.91
10600 - Fire Training Field	$14,084.36	$44.06	-$65.25	$14,063.17				
10700 - Parks Special Events	$26,681.45	$283.55	-$295.90	$26,669.10				
10710 - Parks SFA Special Projects	$10,835.69	$287.01	-$130.35	$10,992.35				
10850 - CPS-Donations	$41,326.21	$2,023.55	-$720.00	$42,629.76				
20000 - Road and Bridge Non-Construct	$18,238,379.75	$2,158,219.89	-$4,825,395.05	$15,571,204.59	$35,683,689.52	$132,133.73	$0.00	$35,815,823.25
20500 - Road and Bridge Construction	$13,810.16	$1,214,119.80	-$1,331,827.08	-$103,897.12				
30000 - USDA-WIC								
30100 - HHSC Women Infants & Children	-$341,974.38	$360,578.29	-$348,319.75	-$329,715.84				
30200 - USDA-WIC Peer Counseling								
30300 - USDA-WIC Registered Diet								
30400 - USDA-WIC Lactation Reimb.								
30502 - HHS-PPCPS-CRI	-$3,475.97	$3,128.24	-$8,258.50	-$8,606.23				
30600 - HHS-RLSS-LPHS	-$4,701.61	$2,872.82	-$5,755.36	-$7,584.15				
30701 - HHS-CPS/HCID-PHEP								
30702 - HHS-CPS/UNIQUE								
30705 - HHS-PPCPS-HAZARDS	-$44,143.90	$41,656.95	-$39,523.91	-$42,010.86				
30706 - 2017 Hur Public Hlth Crisis R								
30707 - COVID-19 Health Grant								
30708 - COVID19-2 Health Grant								
30709 - COVID-19 Vaccination Capacity	-$71,380.06	$142,760.12	-$71,380.06	$0.00				
30710 - HHS-INFECTIOUS_DIS_CONTRL_UNIT	-$9,900.66	$5,943.41	-$13,279.47	-$17,236.72				
30711 - COVID Health Disparities	$0.01	$0.00	$0.00	$0.01				
30712 - COVID-PH Workforce Capacity								
30713 - PHIG-Public Hlth Infrastructur	-$18,653.96	$37,194.62	-$28,717.82	-$10,177.16				
30714 - HHS-Medical Reserve Corps								
30800 - HHS-CPS-Title IV-E-FCM	-$10,134.28	$8,943.20	-$10,387.54	-$11,578.62				
30850 - HHS-CPS-Title IV-E Legal Svcs	-$434,450.27	$39,459.57	-$127,159.28	-$522,149.98				
31100 - DHS-Repetitive Flood Claims								
31300 - DHS-Buffer Zone Protection	$319.21	$0.00	$0.00	$319.21				
31500 - DHS-St Homeland Sec-UASI	-$720.00	$0.00	-$85,480.00	-$86,200.00				
31501 - DHS-St-UASI-M&A	-$369.71	$204.63	-$394.28	-$559.36				
31502 - DHS-St-UASI SWAT								
31503 - DHS-St-UASI Portable Radios								
31504 - DHS-Ballistic Vests								
31505 - DHS-Dispatch Console Upgrade	-$157,462.00	$314,924.00	-$157,462.00	$0.00				
31506 - DHS-BC Mobile Command Trailer	-$104,507.52	$0.00	$0.00	-$104,507.52				
31508 - DHS-BC Mobile Command Vehicle	$0.00	$0.00	-$90,104.00	-$90,104.00				
31550 - DHS-Breach Attack Simulation	-$56,000.00	$112,000.00	-$56,000.00	$0.00				
31600 - DHS-St Homeland Security	$500.00	$0.00	$0.00	$500.00				
32013 - Section8-Adm								
32019 - HUD-2019-Section 8 Housing-ADM								
32022 - HUD-AllYrsSection8 Housing-ADM	$1,397,725.57	$212,181.10	-$210,280.49	$1,399,626.18				
32030 - HUD-AllYrs-Section 8-SVs-ADM	-$4,000.00	$2,000.00	-$6.29	-$2,006.29				
32052 - HUD-AllYrs-Section 8-EHV-ADM	$213,485.76	$27,044.53	-$15,649.00	$224,881.29				
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-2023-Section 8 Housing-HAP	$155,513.27	$618,111.50	-$704,122.53	$69,502.24				
32130 - HUD-AllYrs-Section 8-SVs-HAP								
32153 - HUD-FY23-Section 8-EHV-HAP	$31,437.54	$46,944.00	-$51,066.00	$27,315.54				
32211 - HUD-CDBG-2011								
32212 - HUD-CDBG-PY2012								
32213 - CDBG	-$118,028.72	$299,129.22	-$223,264.78	-$42,164.28				
32214 - HOME	-$50,979.47	$189,374.63	-$142,998.78	-$4,603.62				
32215 - ESG	$56.43	$0.00	$0.00	$56.43				
32600 - HUD-Texas CDBG	-$440,775.59	$239.54	-$6,412.31	-$446,948.36				
32610 - HUD-2016 Flood GLO	-$171,204.87	$184.94	-$1,289.99	-$172,309.92				
32620 - HUD-Harvey GLO	-$41,418.03	$209.60	-$525.75	-$41,734.18				
33200 - USDOJ-Crime Vict Assist-VOCA	-$32,980.66	$64,803.47	-$62,831.63	-$31,008.82				

	Cash				Investments			
Fund	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
33250 - USDOJ-CSCD-Victim Svcs Prg								
33251 - USDOJ-CSCD-VSP	-$1,934.16	$1,934.16	-$1,934.16	-$1,934.16				
33300 - USDOJ-Drug Court Program	-$2,113.46	$15,159.48	-$14,571.54	-$1,525.52				
33301 - OOG - Mental Health Court	$3,015.02	$819.98	-$52,371.78	-$48,536.78				
33303 - OOG-Body Worn Cameras								
33305 - OOG-Radio Communications Tower								
33310 - USDOJ-DWI Court Program	-$2,283.61	$23,947.56	-$21,728.11	-$64.16				
33320 - USDOJ-Veterans Court Program	-$2,893.39	$13,597.18	-$14,670.74	-$3,966.95				
33330 - USDOJ-Domestic Violence Court	-$22,164.00	$4,381.56	-$17,043.64	-$34,826.08				
33415 - OJP-Edward Byrne Mem JAG Grant	$18,985.00	$0.00	$0.00	$18,985.00				
33500 - USDOJ-DEA-Narcotics OT Exp	-$4,923.90	$14,312.86	-$13,399.00	-$4,010.04				
33510 - USDOJ-Organized Crime Drug Enf								
33515 - Auto Theft Task Force								
33516 - Texas Anti-Gang Program								
33517 - Auto Theft Task Force	-$78,751.53	$80,724.20	-$59,986.95	-$58,014.28				
33518 - Texas Anti-Gang Program								
33520 - Jim Wells County S.O - S.O. OT								
33530 - JLEO - Join Law Enforcement Op								
33900 - USDOJ-SCAAP	$195,619.84	$614.74	$0.00	$196,234.58				
34105 - TPW-HRCP-COL BOTTOMLAND PROJ								
34106 - TPW-Resoft Park Trail Dvlpmt								
34107 - TPW-Follets Island-Parking Lot								
34108 - TPW-FM 2918 Boat Ramp Reno	-$617.26	$617.25	$0.00	-$0.01				
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	$861,774.27	$0.00	$0.00	$861,774.27				
34616 - FEMA-Hazard Mitigation Grant P	-$3,594,697.17	$3,946,781.05	-$2,408,668.17	-$2,056,584.29				
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	-$233,491.82	$0.00	$0.00	-$233,491.82				
34625 - FEMA-Nicholas 2021								
34626 - FEMA-Beryl 2024	-$1,354,675.81	$28,718.07	-$93,015.84	-$1,418,973.58				
34627 - January 2025 Winter Storm								
34715 - FCC-E-Rate Library Program	-$56,746.50	$0.00	-$15,326.93	-$72,073.43				
34717 - FCC-Library ECF Funding	$3,479.74	$0.00	$0.00	$3,479.74				
34820 - USDC-SLP Dune Walkover								
34850 - USTREAS-Restore Act Projects	-$497,323.94	$239,746.41	-$116,456.86	-$374,034.39				
34851 - Emergency Rental Assistance								
34852 - Emergency Rental Assistance 2								
34855 - American Rescue Plan-2021CLFRF	$22,349,018.22	$0.00	-$1,038,733.13	$21,310,285.09	$4,111,630.78	$15,359.33	$0.00	$4,126,990.11
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)	-$5,624,828.93	$0.00	-$78,852.13	-$5,703,681.06				
34882 - TXDOT-CR59 (CSJ 305)	-$2,162,583.59	$0.00	$0.00	-$2,162,583.59				
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								
34925 - TXDOT ? CARES 20CRANGLE								
34960 - TDEM-Airport Generator								
35000 - TJJD-State Aid	$407,997.10	$403,616.49	-$379,535.29	$432,078.30				
35010 - TJJD-Salary Adjustment Grant	$253,020.26	$41,901.76	-$83,822.36	$211,099.66				
35015 - Supplemental & Emergent Funds	$0.00	$30,000.00	-$15,000.00	$15,000.00				
35650 - TJPC-JJAEP-Boot Camp-8/31	-$426,672.92	$70,169.87	-$118,688.87	-$475,191.92				
35660 - TJPD-JJAEP Discretionary								
35800 - TJPC-JJAEP-Boot Camp-7/31								
35900 - TJJD-Mental Health Services								
35950 - TJJD-RDA-RegDiversionAlt-"R"	$7,460.00	$0.00	-$8,850.00	-$1,390.00				
36076 - TPW-Resoft-Shoreline Improveme								
36120 - SOS-Voting machines reimb								
36130 - Inactivate Body Worn Cameras								
36135 - NRA Foundation	$3,000.00	$0.00	$0.00	$3,000.00				
36150 - H-GAC-Tire Collection Grant	$0.00	$3,525.24	-$49,006.96	-$45,481.72				
36410 - Texas Veterans Treatment Crt	-$767.17	$1,534.34	-$3,805.03	-$3,037.86				
36602 - GLO-CEPRA-SLP	$15,036.50	$0.00	$0.00	$15,036.50				
36603 - GLO-Follett Dune Restoration	$1,123,007.52	$3,521.47	-$2,417.91	$1,124,111.08				
36605 - GLO-Beach User Fees	-$300,642.78	$43,377.15	-$97,532.74	-$354,798.37				
36606 - GLO_CMP_SJP	-$347,378.13	$4,771.35	-$14,527.11	-$357,133.89				
36801 - TXDOT-CR 48 PROJECT								
36802 - TXDOT-CTIF(Cty Trans Infr Fnd)								
37000 - OAG-VAG Grant	-$9,777.15	$19,545.96	-$16,956.94	-$7,188.13				
37100 - OAG-TEXAS VINE CONTR	-$7,798.46	$15,596.92	-$7,798.46	$0.00				
37200 - DFPS-CPS-Title IV-B-Concr Svc								
37300 - TDHCA-Amy Young Barrier Remova								
37400 - TDH-Immunization	-$17,871.16	$33,420.72	-$30,356.80	-$14,807.24				

	Cash				Investments			
Fund	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
37710 - OAG-Opioid Settlement	$371,020.17	$0.00	$0.00	$371,020.17				
37800 - OAG-Regional Juv Mental Hlth S	-$1,900.00	$0.00	$0.00	-$1,900.00				
37913 - TXDOT-M312ANGLE-FY13RAMP								
37914 - TXDOT-M212ANGLE-FY14RAMP								
37916 - TXDOT-M1612ANGL-FY16RAMP								
37917 - TXDOT-FY17RAMP								
37923 - TXDOT-FY23RAMP								
37924 - TXDOT-FY24RAMP								
37925 - TXDOT-FY25RAMP	-$5,267.64	$7,404.63	-$68,778.71	-$66,641.72				
37950 - TXDOT-Airport Layout-19MPANGLE								
38000 - Fire Code Inspection & Permit	$730,083.56	$90,342.52	-$219,118.87	$601,307.21				
38010 - Economic Development Tax Abate	$1,817.55	$75.93	$0.00	$1,893.48				
38020 - BC Industrial Development Corp	$102,267.01	$255.53	$0.00	$102,522.54				
38100 - Vital Statistics Fee	$143,528.40	$2,487.39	-$788.00	$145,227.79				
38110 - CC Records Mgmt-Recording	$530,941.76	$112,606.81	-$109,864.73	$533,683.84	$1,095,503.34	$4,007.98	$0.00	$1,099,511.32
38120 - CC Records Archive	$2,903,230.58	$124,866.79	-$71,595.74	$2,956,501.63				
38130 - CC Records Mgmt-Criminal	$174,206.87	$5,086.81	-$1,799.64	$177,494.04				
38200 - CC Records Mgmt-Civ,Crim,Prob	$217,546.16	$688.95	-$13,631.79	$204,603.32	$361,465.75	$1,322.45	$0.00	$362,788.20
38210 - County Graffiti Eradication	$3,324.76	$10.45	$0.00	$3,335.21				
38220 - CC-DC Technology	$154,327.16	$1,562.73	-$413.13	$155,476.76				
38230 - CC Records Preservation	$123,296.60	$475.11	$0.00	$123,771.71				
38240 - CC-DC Specialty Court	$198,844.72	$6,338.63	-$2,166.12	$203,017.23				
38250 - CCSB41 Consolidated Rec Mgmt	$153,597.37	$9,025.20	-$4,020.00	$158,602.57				
38251 - CCSB41 Clerk of Court Account	$309,778.85	$17,712.99	-$7,990.00	$319,501.84				
38300 - Child Abuse Prevention Fund	$2,170.77	$54.92	-$23.52	$2,202.17				
38310 - Family Protection Fund								
38320 - DC Records Management	$69,711.65	$2,398.44	-$778.35	$71,331.74				
38330 - DC Records Archive	$45,627.22	$115.89	-$3.70	$45,739.41				
38340 - DC Records Preservation	$22,913.71	$86.80	-$3.70	$22,996.81				
38350 - DC Records Technology	$40,209.33	$127.22	$0.00	$40,336.55				
38360 - DCSB41 Consolidated Rec Mgmt	$468,690.61	$30,659.72	-$14,944.42	$484,405.91				
38361 - DCSB41 Clerk of Court Account	$743,472.51	$46,813.30	-$22,842.28	$767,443.53				
38400 - Justice Court Bldg Security	-$138,986.41	$39,122.88	-$60,765.90	-$160,629.43				
38410 - Justice Court Technology Fund	$784,756.10	$12,046.77	-$4,404.08	$792,398.79				
38420 - JPSB41 Support Fund	$864,605.71	$48,761.02	-$17,275.00	$896,091.73				
38440 - Specialty Court Stipends	$0.00	$1,551.07	-$854.84	$696.23				
38500 - Courthouse Security	$367,242.76	$70,776.87	-$99,233.22	$338,786.41				
38501 - Courthouse Attny Access Card	$18,874.10	$1,711.31	-$665.00	$19,920.41				
38510 - SB41 Court Facility Fee Fund	$403,272.25	$24,819.54	-$11,884.69	$416,207.10				
38511 - SB41 County Jury Fund	$201,633.08	$12,428.38	-$5,952.35	$208,109.11				
38512 - SB41 Language Access Fund	$165,033.38	$9,590.94	-$3,863.33	$170,760.99				
38513 - SB41 Guardianship Fund	$35,620.99	$1,872.19	-$900.00	$36,593.18				
38514 - SB41 Court Report Service Fund	$504,069.30	$31,045.90	-$14,855.87	$520,259.33				
38515 - SB41 Appellate Judicial System	$100,899.75	$6,214.46	-$2,976.17	$104,138.04				
38516 - SB41 Judicial Edu and Support	$17,347.16	$904.64	-$435.00	$17,816.80				
38600 - LEOSE	$93,067.54	$584.94	-$292.47	$93,360.01				
38710 - D A Hot Check Collection	$6,787.53	$107.41	-$194.32	$6,700.62				
38720 - D A Supplemental	-$3,879.48	$36.18	-$684.17	-$4,527.47				
38730 - D A Forfeiture, CCP Chapter 59	$337,507.18	$294,982.58	-$55,512.23	$576,977.52				
38750 - Pretrial Diversion	$270,612.08	$65,386.79	-$47,060.39	$288,938.48				
38810 - Voter Registration	-$451.34	$0.00	$0.00	-$451.34				
38820 - Special Inv,Dealer Escrow-Tax	$225,189.37	$13,943.68	-$5,320.73	$233,812.32	$35,711.33	$130.63	$0.00	$35,841.96
38830 - Scofflaw Fees, TTC Sect 502.01	$2,323.62	$7.30	$0.00	$2,330.92				
38910 - Election Services Contract	$443,923.69	$66,839.31	-$106,528.34	$404,234.66				
38920 - Elections - HAVA Equip. Rental	$1,365,187.54	$9,814.75	-$2,450.00	$1,372,552.29				
39020 - Constable Pct 2 Forfeiture	$3,043.67	$9.57	$0.00	$3,053.24				
39040 - Constable Pct 4 Forfeiture	$2,452.97	$7.71	$0.00	$2,460.68				
39100 - Sheriff Contraband Forfeiture	$79,053.97	$244.74	-$1,174.41	$78,124.30				
39110 - Braz Cnty Narcotics Task Force	$1,775,436.85	$8,653.81	-$296,485.48	$1,487,605.18				
39120 - Sheriff Commissary Fund	$1,517,121.62	$187,512.10	-$175,856.95	$1,528,776.76				
39130 - Sheriff-Federal Forfeiture	$597,566.34	$59,629.81	-$30,227.58	$626,968.57				
39200 - Juvenile Case Manager Fund	$26,078.37	$40.54	-$15.54	$26,103.37				
39210 - Bond & Occupational LSF	$12,584.58	$10,485.68	-$15,480.68	$7,589.58				
39300 - Reliant Energy CARE Program	$21,861.98	$0.00	-$174.83	$21,687.15				
39305 - Direct Energy N2N	$1,611.67	$0.00	-$488.40	$1,123.27				
39306 - Cirro Energy - Utility Assist.	$5,419.32	$0.00	$0.00	$5,419.32				
39310 - UnitedWay-Emergency Assistance								
39390 - SETH-SE TX Housing Fln. Corp.	$229.18	$0.72	$0.00	$229.90				
39410 - Library-Special Projects	$300,373.15	$3,226.43	-$17,287.64	$286,311.94				
39420 - Tocker Foundation Grant								
39500 - SEP-Wastewater-EnvHlth-TCEQ	$24,093.84	$0.00	$0.00	$24,093.84				
39615 - TPW Foundation-Grt TX Birding	$10,000.00	$0.00	$0.00	$10,000.00				
39620 - Shoreline Rest. Task Force	$36,721.71	$115.40	$0.00	$36,837.11				
39630 - 2006 GoM Energy Security Act	$4,563,877.62	$14,170.46	-$53,079.70	$4,524,968.38				
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	$36,558.00	$0.00	$0.00	$36,558.00				
39768 - Old Coffee Plantation Sp Asses	$14,578.60	$0.00	$0.00	$14,578.60				
39769 - Lindell-Hudspeth Dr Spec Asses	-$749.17	$749.17	$0.00	$0.00				
39770 - Lindell-Frio Dr Spec Assess	-$749.17	$749.17	-$50,292.84	-$50,292.84				
39771 - Lindell-Donley Dr Spec Assess	-$69,364.16	$749.16	$0.00	-$68,615.00				
39772 - Pinetree Trail Rd Spec Assess								
39774 - Forest Loop Special Assessment								

	Cash				Investments			
Fund	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
39775 - River Road (CR31a) Spec Assess								
39776 - Mustang Spur Spec Assess								
39777 - Jasper Special Assessment								
39778 - River Road Special Assessment	-$340.00	$340.00	$0.00	$0.00				
39779 - Forest Loop Road Special Asses	$75,061.36	$0.00	$0.00	$75,061.36				
39800 - Law Library	-$146,850.96	$49,844.98	-$60,466.05	-$157,472.03	$134,422.65	$491.82	$0.00	$134,914.47
39900 - Mosquito Control District	$1,298,990.11	$122,628.67	-$231,937.96	$1,189,680.82	$440,958.27	$1,613.25	$0.00	$442,571.52
40000 - 2012 Gen Oblig Rfd (2003 CO)								
41000 - 2016 Limited Tax Rfd (2006 CO)	$629,384.87	$7,497.97	-$0.07	$636,882.77	$556,708.06	$2,036.74	$0.00	$558,744.80
42000 - 2021 Gen Oblig Rfd (2012 CO)	$199,963.47	$10,675.67	-$0.04	$210,639.10				
42100 - 2018 Cert of Oblig-I,S	$602,230.89	$5,328.47	-$0.13	$607,559.23				
42200 - 2021 CO-Courthouse Campus I,S	$2,856,621.45	$26,326.02	-$0.03	$2,882,947.44				
44000 - Toll Road-SH288-I&S	-$267,112.79	$556,417.98	-$276,849.33	$12,455.86				
44100 - Toll Road-288EXT-I&S	$204,800.00	$95,000.00	$0.00	$299,800.00	$6,711.68	$0.00	$0.00	$6,711.68
45000 - Road Bonds-Mobility-I,S	$1,693,693.64	$18,107.24	-$0.07	$1,711,800.81	$1,000,707.81	$3,661.16	$0.00	$1,004,368.97
51000 - 2006 Certificate of Obligation								
52000 - 2012 Cert of Oblig,C,M								
52100 - 2018 Cert of Oblig,C,M	$2,546,171.98	$7,073.14	-$295,383.71	$2,257,861.41				
52200 - 2021 CO-Courthouse Campus C,M	-$5,859,398.23	$0.00	-$987,531.29	-$6,846,929.52				
52201 - 2022 EOC State Allocation								
54000 - Toll Road-SH288-C & M	$739,690.66	$3,664.49	-$486.11	$742,869.04	$2,172,405.27	$8,003.72	$0.00	$2,180,408.99
54100 - Toll Road-SH288EXT-C & M	$1,034,847.78	$2,000,000.00	-$2,107,759.28	$927,088.50	$25,469,405.07	$90,966.53	-$2,000,000.00	$23,560,371.60
55000 - Mobility Plan								
57200 - Ring of Honor	$66,690.36	$209.58	$0.00	$66,899.94				
60500 - Airport Operating	-$2,301,359.09	$568,624.73	-$515,249.85	-$2,247,984.21				
61000 - BCTRA O&M SH288	$14,890,883.88	$1,450,206.97	-$633,965.02	$15,707,125.83	$24,553,477.22	$90,969.43	$0.00	$24,644,446.65
64000 - BCTRA FM518 PEDC-SH288	$305,633.90	$94.40	$0.00	$305,728.30				
64100 - BCTRA Contributions-SH288								
64200 - BCTRA FM518 TXDOT-SH288	-$26,075.30	$0.00	$0.00	-$26,075.30				
64510 - BCTRA Preliminary-288 Extn	-$2,097,333.82	$0.00	-$185,940.12	-$2,283,273.94				
71000 - Health Care Benefits	-$106,369.25	$2,884,258.39	-$3,153,330.21	-$375,441.07	$4,390,982.69	$13,767.48	-$1,000,000.00	$3,404,750.17
72000 - Employee Health Clinic	$144,586.97	$53,241.42	-$1,743.19	$196,085.20				
73000 - Insurance Reserve	$474,883.13	$31,273.59	-$100,805.20	$405,351.52	$701,042.05	$2,564.82	$0.00	$703,606.87
81000 - B Cnty Groundwatr Conserv Dist	$2,614,117.41	$84,308.43	-$57,699.61	$2,640,726.23				
81100 - Braz Cnty Toll Road Authority								
81500 - CSCD DP6 - SUD Program	-$107,808.18	$129,626.46	-$54,926.12	-$33,107.84				
81600 - CSCD-TAIP Treatment Alter.	$31,635.13	$5,714.68	-$38,234.22	-$884.41				
81700 - CSCD DP17 - MHealth Caseloads	-$12,624.83	$33,164.78	-$23,530.76	-$2,990.81				
81800 - CSCD Basic Supervision Prog	$657,148.04	$650,204.00	-$804,267.70	$503,084.34				
81850 - CSCD-Evidence Based Assesment								
81900 - CSCD CC4 - High Risk Program	$152,223.28	$15,215.81	-$117,694.71	$49,744.38				
82000 - CSCD-Comm Corr-Life								
82100 - CSCD CCS- Sex Offender Program	$21,115.04	$10,735.91	-$23,886.07	$7,964.88				
82200 - CSCD-Comm Corr-Substance Abuse								
82300 - CSCD DP4 - High Risk Program	-$547.43	$24,474.87	-$22,481.84	$1,445.60				
82400 - CSCD-New Caseload Reduction-DP								
82500 - CSCD DP30 - SUD Trt Pgm	$2,913.13	$78,971.13	-$48,707.56	$33,176.70				
82600 - CSCD-Mental Health Treatment	$29,012.87	$12,578.45	-$26,984.63	$14,606.69				
88000 - Trust & Agency								
88200 - Brazos Mall								
88300 - SH288 @ CR 56 Overpass								
89000 - Historical Commission	$1,775.84	$5.58	$0.00	$1,781.42	$16,459.22	$60.22	$0.00	$16,519.44

Brazoria County Portfolio Report for May 2025

Current Date: 5/31/2025

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	972	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	0.9996	$ 1,997,440.00	502	4.290	
10000	FFCB	Agency	3133ERXG1	4.290	10/22/24	10/15/26	04/15/25	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	0.9995	$ 1,997,900.00	502	4.290	
10000	FNMA	Agency	3136GADV8	4.550	03/25/25	03/24/28	09/24/25	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	1.0005	$ 2,000,900.00	1028	4.550	
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	0.9998	$ 1,998,140.00	873	4.350	
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	1.0014	$ 1,999,840.00	1000	4.700	
10000	FHLB	Agency	3130B4UM1	4.400	02/12/25	08/12/27	08/12/25	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	0.9992	$ 2,000,160.00	803	4.400	
10000	FNMA	Agency	3133ETEC7	4.500	04/25/25	01/24/28	07/24/25	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	0.9991	$ 2,000,000.00	968	4.500	
997	TexPool	LGIP		4.308				$ 120,089,461.40	100.00	$ 120,089,461.40	$ 120,089,461.40	100.00	$ 120,089,461.40	1	4.308	$ 464,095.47
998	Texas Class	LGIP		4.408				$ 38,356,305.23	100.00	$ 38,356,305.23	$ 38,356,305.23	100.00	$ 38,356,305.23	1	4.408	$ 143,320.31
999	Depository	Cash		2.920				$ 40,312,602.62	100.00	$ 40,312,602.62	$ 40,312,602.62	100.00	$ 40,312,602.62	1	2.920	$ 101,195.11
								$ 214,758,369.25		**$ 214,758,369.25**	**$ 214,758,369.25**		**$ 214,752,749.25**			**$ 708,610.89**

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 2025

	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Annual Earned
BANK	81,973.79	116,152.20	185,339.84	383,465.83	156,751.13	104,485.67	102,010.78	363,247.58	88,984.60	101,195.11		190,179.71					**936,893.12**
				-				-									
TEXPOOL	372,169.29	290,647.25	415,789.51	1,078,606.05	466,496.06	587,732.84	576,186.80	1,630,415.70	505,041.46	464,095.47		969,136.93					**3,678,158.68**
								-									
Texas Class	159,160.06	149,797.78	151,055.13	460,012.97	145,585.33	130,529.26	143,219.76	419,334.35	139,060.16	143,320.31		282,380.47					**1,161,727.79**
				-				-									
Agencies	198,961.11	-	26,150.00	225,111.11	49,750.00	68,500.00	52,000.00	170,250.00	185,550.00	-		185,550.00					**580,911.11**
				-				-									
Total Per Month	812,264.25	556,597.23	778,334.48	2,147,195.96	818,582.52	891,247.77	873,417.34	2,583,247.63	918,636.22	708,610.89		1,627,247.11					**6,357,690.70**

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 FY25																	
	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Ann Avg
BANK	3.47%	2.91%	3.23%	**3.20%**	3.26%	3.43%	3.30%	**3.33%**	3.04%	2.92%							
TEXPOOL	5.36%	4.73%	4.56%	**4.88%**	4.39%	4.36%	4.33%	**4.36%**	4.34%	4.31%							
TEXAS CLASS	5.56%	4.88%	4.75%	**5.06%**	4.54%	4.49%	4.44%	**4.49%**	4.44%	4.41%							

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 **July 22, 2025**

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 **May 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 **$214,752,749.25.**

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 **22nd day of July, 2025**.

Notary Public in and for Brazoria County, Texas
My Commission Expires: April 12, 2029

MEGAN HUDMAN
Notary Public-State of Texas
Notary ID #128639035
Commission Exp. APRIL 12, 2029

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.2. **7/22/2025**

Issuance of a Purchase Order After the Fact - Constable Precinct 3

Approve issuance of a purchase order after the fact for the following invoice related to a purchase made by Constable - Precinct 3 for which a requisition was not obtained prior to the purchase being made:

High Security Lock & Safe invoice #0015813 dated July 11, 2025 in the amount of $350.00

This request is in accordance with Local Government Code Section 262.011 and Brazoria County Purchasing Policy Section IV, A, C. and I.

High Security Lock & Safe

2911 Broadway St.
Suite 203
Pearland, TX 77581

Invoice

Date	Invoice #
7/11/2025	0015813

Bill To
Brazoria County Dimple Patel 2436 S. Grand Blvd #110 Pearland, TX 77581

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Service Location: Gun safe		
1	Labor to Gain entry to gun safe, install new solenoid lock body.	350.00	350.00
1	Solenoid Safe lock body	0.00	0.00
	Sales Tax	8.25%	0.00

Thank you for your business.

Total	$350.00
Payments/Credits	$0.00
Balance Due	$350.00

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.3. **7/22/2025**

Preliminary Engineering Services - Water Supply for Detention Facility

Approve the additional expenditure of $269,000.00 to HDR Engineering Inc. for supplemental Preliminary Engineering Services, modifying their current contract approved by Commissioners Court Order J.4 dated June 10, 2025 for Water Supply Study for Brazoria County Detention Facility Campus.

Whereas, the attached scope of work identifies the necessary tasks to perform these additional services including surveying.

Whereas, this expenditure will be funded via the FY25 Detention Center budget.

Further, that the County Judge or his designee be authorized to sign the attached Professional Services Contract and that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

EXHIBIT "F-1"
CONTRACT AMENDMENT

Article 1
Execution

1.01 The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court of Brazoria County, Texas, so authorizing. This Agreement shall not become effective until executed by all Parties hereto.

Article 2
Character and Extent of Services

2.01 The Consultant shall perform its obligations under this Contract Amendment in accordance with the original Scope of Work and any additional Scope of Work within the Consultant's proposal attached hereto as **Exhibit "F-1."** County and Consultant may agree to amend this contract. Any further amendments to this contract will be added as **"Exhibit F-1"** (F-1, F-2, etc.).

Brazoria County, Texas	**HDR Engineering, Inc.**
	a Nebraska company
By: _____	**By:** _____
L.M. (Matt) Sebesta, Jr	**David C Weston**
County Judge	**Vice President**
Date: _____	**Date:** _____

June 27, 2025

Mr. Matt Hanks, JD, PE
County Engineer
Brazoria County
451 N Velasco, Suite 230
Angleton, Texas 77515

Re: Proposal for Professional Engineering Services
Survey for Brazoria County Detention Facility Water Supply

Dear Mr. Hanks:

HDR Engineering, Inc. (HDR) is pleased to submit this proposal for professional engineering services to perform a Survey for the Brazoria County Detention Facility Water Supply. The proposal is based on our understanding of the project from discussions with Brazoria County staff. For your convenience, this proposal consists of Project Understanding, Scope of Services, Fee Summary, and Schedule.

PROJECT UNDERSTANDING

Brazoria County (the County) operates the Brazoria County Detention Facility Campus (Campus) located north of the City of Angleton. Currently, the campus is supplied by groundwater from a well located on site that is owned and operated by the County.

The County has met with the City of Angleton and discussed the possibility of the City providing water service to meet current and future demands at the Campus. The City is open to the possibility and is working internally on identifying available water capacity to meet these demands.

The County has requested HDR provide a proposal with a scope of services to survey the proposed water line alignment beginning at the intersection of FM 523 and County Road 48 to the existing water tank located on the west side of its campus. This alignment is approximately five (5) miles long (See Attachment “A”).

SCOPE OF SERVICES

I. SURVEY SERVICES

A. Project Management and QA/QC

HDR will perform project management activities under this task, including coordination, scheduling, budgeting, and accounting, and will complete quality assurance/quality control (QA/QC) reviews of work products.

B. Survey Control

This project will establish four Primary Control points along the route based on the Texas State Plane Coordinate System, NAD 83(2010), and NAVD 88, 2001 adj. The project control will be tied vertically to the nearest Brazoria County monument, if available. These four control points will serve as the basis for all field data collection. An overall Control map for the project as well as individual monument recovery sheets signed and sealed by a Registered Professional Land Surveyor for each control point will be delivered as part of the final deliverable package.

C. Existing ROW Maps

Surveyor will locate sufficient ROW monuments and other boundary evidence to establish the apparent ROW lines of both County Road 45 and County Road 48. These ROW lines will be depicted on the final mapping deliverables for the project. The ROW survey will comply with the accuracies specified for a TSPS Category 1B, Condition 3 Land Survey.

D. Topographical Survey

HDR will provide topographic surveys that will conform to the standards and accuracies specified by TSPS for Category 6, Condition 1 surveys. The project consists of approximately 22,850 linear feet of 60 feet wide ROW for County Road 45 and County Road 48, 2,160 linear feet of 40 feet wide Easement, and 260 linear feet of 200 feet wide ROW for FM 523 for an approximate total of 25,270 linear feet of proposed waterline route (See Exhibit A). The survey will include:

- Detailed Topographic survey of the intersection of County Road 48 with FM 523
- Detailed Topographic survey of the intersection of County Road 48 with County Road 45
- Detailed Topographic survey of the intersection of County Road 45 with 40 feet wide Easement
- Topographic survey of approximately 22,850 linear feet of County Road 48 and County Road 45.
- Topographic survey of approximately 2,160 linear feet of 40 feet wide Easement from County Road 45 to the existing water plant site.
- Topographic survey of the existing water plant site with elevations and location of all above ground appurtenances. HDR to provide City of Angleton information regarding existing site utilities and improvements. HDR to provide information regarding existing City Force Main along the entire project route.

Topographic Surveys will consist of full design surveys from ROW line to ROW line and will include elevation cross sections at 100 feet intervals, all physical features within the existing ROW lines such as fence lines, buildings, structures, signs, power poles, curbs, driveways, water meters, manholes, pedestals, ponds, light poles, traffic poles and signals, mail boxes, culverts, bridges, visible pipeline crossings and other visible appurtenances of underground lines.

The survey will provide flowline elevations of manholes with size of pipes and pipe material and all drainage infrastructure including flowline elevations and size and type of ditch culverts. MBCO Survey will call 811 Locators to mark the location of underground utility lines and pipelines within the road rights-of-way and will survey in their marks and provide the data for SUE evaluation.

E. Level C SUE Services

To provide a complete set of background information for future design services, Level C SUE services will be performed on this project. This service includes:

- TX 811 design tickets to obtain a list of utility members within the project limits
- Utility Records Research
- Draw a utility schematic plan view drawing in AutoCAD
- Provide a utility contact list (UCL)

F. Additional Services

Additional Services shall only be performed when directed by the County to HDR. These services are not considered normal or customary engineering services.

- Services resulting from significant changes in the extent of the project or its design including but not limited to changes in size, complexity, the County's schedule, or character of construction or method of financing; and revising previously accepted

studies, reports, design documents or Contract Documents when such revisions are due to causes beyond HDR's control.

- Preparing to serve or serving as a consultant or witness for the County in any litigation, public hearing or other legal or administrative proceedings involving the Project.

- HDR will endeavor to appraise the County of any potential additional or extended services that may result from the above-listed items, prior to HDR's expenditure of time on such services. As previously noted, any such extended or additional services shall only be performed when directed by the County to HDR.

FEE SUMMARY

Design Phase Services

Topographical Survey Services (Cost +10%):	$ 159,200
Level C Sue Services (Cost +10%):	$ 55,000
Create Plan and Profile Drawing and Site Verification:	$ 54,800
Total Fee:	**$ 269,000**

SCHEDULE

HDR will complete the services listed above in twelve (12) weeks from when HDR receives the notice to proceed.

TERMS AND CONDITIONS

This project will be performed under Brazoria County's attached "Professional Services Agreement."

INVOICES

HDR will submit monthly invoices for all engineering work completed to invoice date. The invoices for lump sum work will be based on a percentage of completion of each phase applied to the lump sum fee and based on the appropriate fee cost for work from our subconsultants. Time and materials charges and additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor costs times a factor of 3.18 and direct cost plus 10%. Mileage will be charged at prevailing IRS rates.

HDR appreciates the opportunity to submit this proposal, and we look forward to continuing our work with the County.

Sincerely,

HDR Engineering, Inc.

David C. Weston
Vice President

Acceptance: Please indicate acceptance of this letter agreement by affixing your signature or that of your authorized representative in the space below.

County of Brazoria, Texas

Authorized Signatory: _____

Printed Name: _____

Title: _____

Date: _____

Attachment "A"

DETENTION CENTER PROPOSED WATER LINE

CITY OF ANGLETON

SHEET 1

0 3,000 6,000 Feet

PATH: \\HOUCMI-PCS\GISDATA\CITY\ANGLETON\MAP_DOCS\DETENTION CENTER WATER LINE SURVEY LIMITS\DETENTION CENTER WATER LINE SURVEY LIMITS.APRX - USER: ABUTTERER - DATE: 6/12/2025

THE HEART OF BRAZORIA COUNTY ANGLETON

0 50 100 Feet

DETENTION CENTER PROPOSED WATER LINE

CITY OF ANGLETON

SHEET 2

DETENTION CENTER PROPOSED WATER LINE

CITY OF ANGLETON

SHEET 3

0 75 150 Feet

PATH: \\HOUCMI-PCS\GISDATA\CITY\ANGLETON\MAP_DOCS\DETENTION CENTER WATER LINE SURVEY LIMITS\DETENTION CENTER WATER LINE SURVEY LIMITS.APRX - USER: ABUTTERER - DATE: 6/12/2025

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.4. **6/10/2025**

Preliminary Engineering services - Water Supply for Detention Facility

Approve the expenditure of $30,000.00 to HDR Engineering Inc. to perform Preliminary Engineering Services for Water Supply Study for Brazoria County Detention Facility Campus.

Whereas, the attached scope of work provides the preliminary engineering services including sizing and conceptual routes as deemed necessary for providing water supply to the Detention Facility Campus.

Whereas, funds for this expenditure are available via the 2025 Road & Bridge Budget.

Further, that the County Judge or his designee be authorized to sign the attached Professional Services Contract and that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.4. **7/22/2025**

Overtime Report

Consideration and approval of the overtime expense report covering the month of June, 2025.

BRAZORIA COUNTY MONTHLY OVERTIME EXPENSE REPORT

Overtime FY 2025	OT WAGES	OT HOURS	# OF CHECKS			
October, 2024	$384,929.92	7,815.74	2 Pay Checks			
November, 2024	$301,910.53	6,535.80	2 Pay Checks			
December, 2024	$293,082.70	6,238.40	2 Pay Checks			
January, 2025	$325,272.70	7,230.20	3 Pay Checks	3 Payroll Checks in Month		
February, 2025	$276,822.98	5,882.48	2 Pay Checks			
March, 2025	$305,803.93	6,517.05	2 Pay Checks			
April, 2025	$315,249.94	6,648.61	2 Pay Checks			
May, 2025	$376,431.73	8,046.72	2 Pay Checks	See Page 2 for Beach OT Detail	339 hours	$16,857.03
June, 2025	$462,510.93	9,595.25	2 Pay Checks	See Page 2 for Beach OT Detail	2191.5 hours	$108,879.06
July, 2025	*$30,057.75*	*913.50*	3 Pay Checks	3 Payroll Checks	*913.5 hours*	*$30,057.75*
August, 2025			2 Pay Checks			
September, 2025			2 Pay Checks			
Total YTD	$3,072,073.11	65,423.75				

Overtime History	Wages	Hours
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 MONTHLY OVERTIME EXPENSE REPORT

2025 BEACH OVERTIME					
Pay Month/Pay Period	**Event**	**Day(s)**	**Hours**	**Overtime Wages**	
May (5/3 thru 5/16)	Jeep Weekend	Friday 5/16	339	$16,857.03	
			339	**$16,857.03**	**TOTAL MAY 2025**
June (5/17 thru 5/30)	Jeep Weekend	Saturday 5/17 thru Sunday 5/18	781.5	$40,085.90	
	Memorial Day Weekend	Saturday 5/24 thru Monday 5/26	999.5	$48,063.36	
	Beach Weekend	Friday 5/30			
June (5/31 thru 6/13)	Beach Weekend	Saturday 5/31 thru Sunday 6/1			
	Beach Weekend	Friday 6/6 thru Sunday 6/8	386.5	$19,340.51	
	Beach Weekend	Friday 6/13	24	$1,389.29	
			2,191.5	**$108,879.06**	**TOTAL JUNE 2025**
July (6/14 thru 6/27)	Beach Weekend	Saturday 6/14 thru Sunday 6/15	27	$885.14	
	Beach Weekend	Friday 6/20 thru Sunday 6/22	56	$1,838.30	
	Beach Weekend	Friday 6/27	32	$995.70	
July (6/28 thru 7/11)	Beach Weekend	Saturday 6/28 thru Sunday 6/29	32	$1017.77	
	Independence Day Weekend	Friday 7/4 thru Sunday 7/6	766.5	$25,320.84	
	Beach Weekend	Friday 7/11			
July (7/12 thru 7/25)	Beach Weekend	Saturday 7/12 thru Sunday 7/13			
	Beach Weekend	Friday 7/18 thru Sunday 7/20			
	Beach Weekend	Friday 7/25			
			913.50	**$30,057.75**	**TOTAL JULY 2025**
August (7/26 thru 8/8)	Beach Weekend	Saturday 7/26 thru Sunday 7/27			
	Beach Weekend	Friday 8/1 thru Sunday 8/3			
	Beach Weekend	Friday 8/8			
August (8/9 thru 8/22)	Beach Weekend	Saturday 8/9 thru Sunday 8/10			
	Beach Weekend	Friday 8/15 thru Sunday 8/17			
	Beach Weekend	Friday 8/22			
					TOTAL AUGUST 2025
September (8/23 thru 9/5)	Beach Weekend	Saturday 8/23 thru Sunday 8/24			
	Labor Day Weekend	Friday 8/29 thru Monday 9/1			
	Beach Weekend	Friday 9/5			
September (9/6 thru 9/19)	Beach Weekend	Saturday 9/6 thru Sunday 9/7			
	Beach Weekend	Friday 9/12 thru Sunday 9/14			
	Beach Weekend	Friday 9/19			
					TOTAL SEPTEMBER 2025

Brazoria County
Overtime Report

For the date range 5/17/2025 Through 6/13/2025

Department				Position Nbr	OT Earnings	OT Hrs
19300	District Attorney			00002136	$60.60	1.00
				00002220	$10,567.47	152.00
				00002253	$2,036.91	34.00
				00002211	$3,133.13	54.00
		Department Total - 19300			$15,798.11	241.00
21000	Tax Assessor-Collector			00001507	$28.71	0.68
		Department Total - 21000			$28.71	0.68
25000	Courthouses and Associated Bui			00000322	$293.65	6.00
		Department Total - 25000			$293.65	6.00
30000	County Sheriff			00002241	$2,223.63	30.00
				00001517	$729.12	9.00
				00002151	$296.90	7.00
				00000540	$497.43	11.00
				00000591	$2,565.54	39.00
				00000553	$831.40	13.00
				00001582	$725.00	16.00
				00000594	$1,554.75	21.00
				00000494	$1,978.07	26.00
				00000506	$3,405.00	46.00
				00001867	$1,047.66	15.00
				00001586	$484.48	8.00
				00000511	$959.14	15.00
				00000592	$111.09	1.50
				00000588	$1,469.23	29.00
				00001083	$2,680.26	42.00
				00000610	$626.90	8.00
				00000510	$3,216.57	52.00
				00002280	$2,645.18	44.00
				00001512	$1,398.11	33.00
				00000532	$1,850.62	29.00
				00001931	$1,785.36	28.00
				00001800	$3,701.18	58.00
				00000552	$470.09	9.00

Department				Position Nbr	OT Earnings	OT Hrs
30000	County Sheriff			00000488	$1,316.72	22.00
				00001126	$1,325.85	28.00
				00000505	$2,866.48	45.00
				00000587	$602.98	12.00
				00001086	$4,119.20	66.50
				00001930	$1,546.65	25.00
				00001648	$260.39	5.00
				00000565	$464.57	10.00
				00000567	$93.09	2.00
				00000496	$2,168.42	34.00
				00001479	$1,441.42	34.00
				00002007	$1,700.67	27.50
				00000582	$2,326.83	69.50
				00000530	$603.86	12.00
				00000559	$156.26	3.00
				00000502	$1,113.47	18.00
				00002219	$2,743.20	43.00
				00001477	$310.10	5.00
				00000609	$828.22	13.00
				00002037	$854.99	17.00
				00000593	$1,011.44	22.50
				00000611	$1,712.64	33.00
				00000583	$227.56	7.00
				00001393	$677.40	17.00
				00000518	$1,106.78	24.00
				00000522	$201.12	4.00
				00001961	$1,171.29	22.00
				00000579	$283.90	9.00
				00002035	$2,232.82	34.00
				00000357	$1,113.21	18.00
				00000493	$5,696.94	95.00
				00001514	$1,511.56	29.00
				00000570	$2,532.18	61.50
				00002271	$115.35	2.50

Brazoria County
Overtime Report

For the date range 5/17/2025 Through 6/13/2025

Department				Position Nbr	OT Earnings	OT Hrs
30000	County Sheriff			00000563	$1,112.40	27.00
				00000112	$2,920.43	58.00
				00000481	$331.14	10.50
				00000491	$742.67	9.50
				00001724	$461.08	10.00
				00002038	$2,104.14	33.00
				00000529	$302.16	4.00
				00000536	$574.16	9.00
				00000576	$492.78	13.50
				00000560	$441.30	9.00
				00000503	$1,083.54	17.50
				00001513	$706.25	14.00
				00000523	$146.77	3.00
				00002036	$2,705.36	57.00
				00000558	$2,120.15	46.00
				00000546	$275.96	6.00
				00002182	$875.85	19.00
				00000549	$275.89	6.00
				00000603	$403.58	8.50
				00002169	$1,425.23	31.00
				00000548	$487.77	10.00
				00000499	$1,207.60	19.50
				00001087	$1,231.40	20.00
				00001649	$2,068.46	41.00
				00000500	$2,584.21	43.00
				00000595	$2,339.49	38.00
				00000598	$1,138.85	30.33
				00000562	$473.57	10.00
				00000037	$378.87	8.00
				00001722	$505.77	11.00
				00000531	$1,519.54	33.00
				00000509	$4,507.95	73.00
				00000513	$1,011.22	22.00
				00002121	$1,812.30	37.00

Department				Position Nbr	OT Earnings	OT Hrs
30000	County Sheriff			00000053	$1,723.69	46.00
				00002195	$1,079.91	23.50
				00001721	$643.37	14.00
				00001962	$184.65	3.00
				00000516	$367.64	8.00
				00001723	$269.12	5.67
				00000557	$1,183.33	25.00
				00001518	$826.45	24.00
				00002120	$487.41	10.00
				00000564	$420.57	12.25
				00000535	$505.38	11.00
				00001868	$716.93	12.00
		Department Total - 30000			$132,866.56	2,441.25
30100	Animal Control			00002198	$736.93	15.50
				00002203	$1,111.08	34.25
				00002205	$2,155.57	70.50
				00002204	$412.68	13.50
				00002202	$968.98	31.70
		Department Total - 30100			$5,385.24	165.45
32100	Constable-Precinct 1			00001550	$160.46	4.00
				00001060	$1,063.93	14.00
				00002083	$591.87	11.00
				00001963	$1,506.93	29.00
				00001354	$371.26	6.00
				00002008	$631.67	12.50
				00001845	$259.83	5.00
		Department Total - 32100			$4,585.95	81.50
32200	Constable-Precinct 2			00001804	$454.70	9.00
				00002012	$303.83	6.00
				00001061	$607.71	8.00
				00001552	$50.37	1.00
				00001578	$960.08	16.00
		Department Total - 32200			$2,376.69	40.00

Department				Position Nbr	OT Earnings	OT Hrs
32300	Constable-Precinct 3			00001805	$1,494.17	27.00
				00001581	$956.70	24.00
				00001553	$1,771.37	34.00
		Department Total - 32300			$4,222.24	85.00
32400	Constable-Precinct 4			00001063	$143.55	2.00
				00001853	$301.84	5.00
				00001551	$154.86	4.00
				00001806	$2,674.30	42.00
				00001583	$1,914.61	38.00
				00002122	$1,007.29	20.00
		Department Total - 32400			$6,196.45	111.00
34200	Fire Marshal			00002103	$1,036.80	14.83
				00002101	$590.57	10.75
				00002100	$630.25	12.17
		Department Total - 34200			$2,257.62	37.75
35000	Detention Center			00000351	$2,138.70	42.00
				00001109	$73.90	2.00
				00000402	$6,297.16	93.00
				00000332	$2,457.77	48.50
				00000369	$2,229.99	44.00
				00000438	$1,119.58	22.00
				00000463	$3,289.29	71.00
				00000431	$1,491.34	32.00
				00000426	$2,976.83	64.00
				00000394	$1,487.14	32.00
				00000366	$3,755.54	89.00
				00000399	$3,115.46	41.00
				00000371	$220.02	4.00
				00001601	$271.71	6.00
				00001602	$448.77	10.00
				00000331	$553.66	7.50
				00000401	$2,784.29	45.00
				00000400	$223.80	3.50
				00000456	$892.64	14.00

Department				Position Nbr	OT Earnings	OT Hrs
35000	Detention Center			00000334	$1,733.87	29.00
				00000328	$716.37	10.00
				00000405	$84.54	2.00
				00000455	$3,745.02	62.50
				00000368	$1,274.04	30.00
				00000439	$1,569.38	37.00
				00000467	$1,905.34	45.00
				00000440	$656.09	16.00
				00000349	$338.86	8.00
				00000360	$422.25	10.00
				00000352	$4,480.24	116.00
				00000423	$1,360.86	32.00
				00000388	$465.64	11.00
				00001599	$3,037.73	72.00
				00000347	$5,385.78	131.50
				00000358	$1,470.76	38.00
				00000384	$205.52	5.00
				00000427	$3,612.41	88.00
				00000445	$819.48	20.00
				00001597	$5,508.63	134.50
				00000380	$2,305.36	56.00
				00000443	$3,386.38	82.50
				00000363	$532.65	13.00
				00000476	$3,980.16	97.00
				00000409	$40.98	1.00
				00000435	$3,276.67	80.00
				00001106	$3,135.26	74.00
				00000395	$573.45	14.00
				00000442	$5,046.42	123.00
				00001598	$2,714.05	66.00
				00001595	$2,129.76	52.00
				00000430	$636.28	16.00
				00000407	$397.69	10.00
				00000343	$218.74	5.50

Department				Position Nbr	OT Earnings	OT Hrs
35000	Detention Center			00000447	$1,232.65	31.00
				00000386	$674.99	16.00
				00000345	$2,769.18	69.50
				00000465	$1,272.55	32.00
				00000367	$3,906.01	101.00
				00000437	$874.84	22.00
				00001589	$2,282.86	59.00
				00000413	$2,446.35	58.00
				00001116	$1,935.07	50.00
				00000336	$1,929.83	50.00
				00000374	$482.50	12.50
				00000350	$1,119.31	29.00
				00000390	$1,968.43	51.00
				00000365	$386.01	10.00
				00000359	$2,045.44	53.00
				00000376	$4,746.83	123.00
				00000391	$696.58	18.00
				00000450	$1,254.07	32.50
				00001105	$1,314.94	34.00
				00000414	$1,972.50	51.00
				00001594	$38.59	1.00
				00000346	$193.58	5.00
				00001600	$926.13	24.00
				00001593	$37.47	1.00
				00000428	$1,003.30	26.00
				00000361	$1,775.01	46.00
				00000406	$833.90	21.61
				00000479	$1,778.48	46.00
				00000434	$1,389.16	36.00
		Department Total - 35000			$146,280.81	3,367.11
36000	Juvenile Probation			00000638	$259.42	5.00
		Department Total - 36000			$259.42	5.00
56000	Parks			00001091	$2,100.17	36.00
				00000057	$1,404.00	52.00

Brazoria County
Overtime Report

For the date range 5/17/2025 Through 6/13/2025

Department				Position Nbr	OT Earnings	OT Hrs
56000	Parks			00000804	$1,067.98	20.00
				00001900	$1,636.29	43.50
				00000814	$2,026.28	48.00
				00000801	$580.87	15.00
				00000806	$464.97	9.50
				00001448	$1,346.46	33.88
				00000807	$1,459.39	29.00
				00000815	$343.55	10.00
				00002018	$886.95	21.00
				00000798	$1,897.84	40.00
				00001953	$1,336.52	40.00
				00000817	$1,727.14	46.00
				00001975	$3,834.05	74.00
				00002105	$40.50	1.50
				00000812	$1,000.12	27.45
				00000796	$1,243.90	28.50
				00000803	$188.75	5.18
				00001188	$1,012.50	37.50
				00001976	$1,949.67	53.50
				00002098	$900.00	30.00
				00001938	$972.86	30.00
				00002058	$729.00	27.00
				00000808	$1,470.53	37.00
				00000799	$47.30	1.50
		Department Total - 56000			$31,667.59	797.01
72000	RB Central Service Center			00000873	$248.54	4.00
				00000875	$843.96	14.00
				00000888	$24.55	0.50
				00000907	$20.57	0.50
				00000905	$179.32	4.50
		Department Total - 72000			$1,316.94	23.50
74000	RB West Service Center			00000942	$95.89	1.50
		Department Total - 74000			$95.89	1.50
Total					**$353,631.87**	**7,403.75**

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.5. **7/22/2025**

Cancel Award for RFP #25-08 WI-FI Hotspots for the Library (E-Rate)

Per the recommendation of the evaluation committee, cancel the award to AT&T Mobility LLC for “RFP #25-08 WI-FI Hotspots for the Library (E-Rate)”, due to failed contract negotiations as well as lack of E-Rate funding.

In addition, purchase for the WI-FI hotspots will utilize the DIR Cooperative contract using funds from the department’s approved Fiscal Year 2025 budget.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.5. **2/11/2025**

Award RFP #25-08 WI-FI Hotspots for the Library (E-Rate)

Pending final review by the District Attorney's Office-Civil Division, per the recommendation of the evaluation committee, award "RFP #25-08 WI-FI Hotspots for the Library (E-Rate)" to the highest ranked vendor, AT&T Enterprises, LLC of Dallas, Texas, who submitted the best evaluated offer, per our specifications, scope of work and pricing as per the attached.

In addition, 80% of the funding is eligible for the E-Rate program through the Universal Services Administration Company (USAC) with 20% funding from the Information Systems approved Fiscal Year 2025 budget.

Further, that the County Judge be authorized to sign any and all documents necessary to execute said agreements on behalf of the County.

RFP #25-08 Award Summary

A total of nine hundred and ninety-five (995) vendors were notified of our solicitation which was posted in the Bonfire electronic procurement portal, as well as posted in the Electronic Business Daily (ESBD) website and advertised in The Facts. There were thirty-three (33) document takers resulting in three (3) submissions.

Pending final review by the District Attorney's Office-Civil Division, per the recommendation of the evaluation committee, award "RFP #25-08 WI-FI Hotspots for the Library (E-Rate)" to the highest ranked vendor, AT&T Enterprises, LLC of Dallas, Texas, who submitted the best evaluated offer per our specifications, scope of work and pricing as per the attached.

Evaluation Committee

Denise Echols, Information Systems
Robin Riley, Information Systems
Jennifer Hill, Library
Stephanie Peters, Library
Natasha Stulberg, Purchasing Department (non-voting member)

RFP #25-08 Summary

A total of nine hundred and ninety-five (995) 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 thirty-three (33) document takers resulting in three (3) submissions.

Per the recommendation of the evaluation committee, cancel the award for RFP #25-08 WI-FI Hotspots for the Library (E-Rate) due to failed negotiations with the highest ranked vendor, AT&T Mobility LLC, as well as lack of E-Rate funding, and utilize the DIR cooperative contract with the departments approved Fiscal Year 2025 budget.

Evaluation Committee

Denise Echols, Information Systems
Jennifer Hill, Library Administration
Robin Riley, Information Systems
Stephanie Peters, Library Administration
Natasha Stulberg, Purchasing Department (non-voting)

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.1. **7/22/2025**

Discuss Potential Litigation