BRAZORIA COUNTY COMMISSIONERS COURT

MINUTES

BE IT REMEMBERED THAT ON JULY 28, 2026, THERE WAS BEGUN AND HOLDEN A SPECIAL SESSION OF COMMISSIONERS COURT.

A. CALL TO ORDER

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

B. ROLL CALL

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

C. INVOCATION & PLEDGE OF ALLEGIANCE BY COMMISSIONER ADAMS

D. APPROVAL OF MINUTES

D.1. Commissioners Court Regular Session - July 14, 2026 9:00 AM

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

E. PUBLIC APPEARANCES

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

F. PROCLAMATIONS/RESOLUTIONS - NONE

G. FORMAL REPORTS AND APPEARANCES - NONE

H. CONSENT

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

County Judge

H.1. Commissioners Court Meeting Dates for FY 2027

H.2. Brazoria County Holiday Schedule for Calendar Year 2027

County Clerk

H.3. Deputation in the County Clerks' Office

District Attorney

H.4. Dedication of the Completed Firefighter Training Facility to the Brazoria County Firefighter's Association for the Public Purpose of Enhancing County-Wide Fire Protection and Training

Sheriff's Office

H.5. Memorandum of Understanding

Tax Assessor - Collector

H.6. Account Number: 5120-0015-001 Resale Meeting of: February 24, 2026

Auditor

H.7. Auditor's Monthly Report - June 2026

H.8. Payment of Bills

H.9. FY 2026: Additional Funds

H.10. FY 2026: Line Item Transfer

H.11. FY 2026: Line Item Transfer

H.12. FY 2026: Line Item Transfer

CDBG/HUD/Welfare Department

H.13. Brazoria County Community Development Program Year 2026 Annual Action Plan

H.14. Monthly Welfare Reports

H.15. Monthly Section 8 Reports

H.16. Brazoria County Rehab/Reconstruction Program

H.17. Brazoria County Rehab/Reconstruction Program - Award Engineering Services

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

Engineer

H.18. Engineering Services for the Austin Bayou De-snagging Project

H.19. Engineering Services for the City of Danbury Sewer Systems Improvements Project

H.20. Engineering Services for the City of Danbury Water Systems Improvements Project

H.21. Engineering Services for the Pearland Airport Drainage Improvements Project

H.22. Engineering Services for the City of Brazoria Inflow and Infiltration Improvements Project

H.23. Engineering Services for the City of Brazoria Ground Storage Tank Project

H.24. Order Setting Public Hearing - Request to Cancel a Subdivision

RESULT:	PULLED FROM AGENDA

H.25. City of Iowa Colony Annexation (Partial County Road 81)

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

H.27. Close, Vacate, and Abandon Part of a Public Road and Its Rights-of-Way of Record in Abstract 280 (Precinct 4)

H.28. Engineering Services for the Ashley Wilson Road (County Road 332) Ditch and Shoulder Improvements Project (Precinct 4)

H.29. Engineering Services for the County Road 192 Ditch Improvements Project (Precinct 2)

H.30. Engineering Services for the Hillcrest Village Sewer and Water Improvements Project (Precinct 1)

H.31. Engineering Services for the City of Sweeny Fire Hydrant and Water Line Looping Project (Precinct 4)

H.32. Engineering Services for the City of West Columbia Water Plant Number 3 Storage Facilities Improvements Project (Precinct 4)

Health

H.33. Increase Water Lab Fees

Human Resource

H.34. Deputy Constable Appointment - Constable Precinct 3

H.35. Deputy Constable Appointment - Constable Precinct 1

H.36. Overtime Report - May 2026

H.37. Deputy Constable Appointment - Constable Precinct 2

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

Parks

H.38. Proposed Temporary/Partial Closure of Parks for UIL Cross Country Meets at Resoft Park and Hanson Riverside County Park

Purchasing Department

H.39. Sell Surplus Gaming Machines

H.40. Sole Source Justification for Thomson Reuters

Toll Road Authority

H.41. Treasurer’s Monthly Cash and Investment Report for Toll Road Funds for April 2026

H.42. Treasurer’s Monthly Cash and Investment Report for Toll Road Funds for May 2026

I. DISCUSSION

County Judge

I.1. Approval for Emergency Medical Services Provider - Guardian Angels 2026 LLC

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

District Attorney

I.2. Order Opening Public Hearing on Adopting Tax Abatement Guidelines and Criteria

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

I.3. Order Closing Public Hearing on Adopting Tax Abatement Guidelines and Criteria

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

I.4. Order Adopting Tax Abatement Guidelines and Criteria

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

I.5. Adoption of Revised Tax Abatement Application

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

Treasurer

I.6. Treasurer's Monthly Cash and Investment Report for May 2026

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

Auditor

I.7. Issuance of Purchase Order After the Fact - District Clerk

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

Engineer

I.8. Right of Way Acquisition - CR 400 Realignment (Precinct 4)

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

I.9. Engineering Services for the Solar Projects Road Reconstruction - County Roads 4, 5, 772, and 23 (Precinct 4)

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

I.10. Contribution Agreement for Manvel Annex Parking Lot Connection Project

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

Human Resource

I.11. Non-Closure Emergency Policy

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

I.12. Emergency Closure Policy

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

Parks

I.13. Request to Use Gulf of Mexico Energy Security Act (GOMESA) State Funding for Fish Stocking Services

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

Purchasing Department

I.14. Award RFSQ #26-44 Design Services for Parks Headquarters Outdoor Target Range

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

Department Heads

Stacy Adams - Commissioner Pct 3

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 10:09 a.m. Commissioners Court entered into Closed Session.
At 11:36 a.m. Commissioners Court was again in open session with all members present. Judge Sebesta adjourned this Special Session of Commissioners Court at 11:37 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

J.2. Consultation with Attorney

No action taken at this time

J.3. Discuss Settlement in Cause No. 140293-CV

No action taken at this time

Texas Govt Code 551.072

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

J.4. Discuss Lease of Airport Property

No action taken at this time

J.5. Deliberate the Purchase of Real Property

No action taken at this time

Texas Govt Code 551.087

Discussion or deliberation regarding Economic Development Negotiations

J.6. Discussion Regarding Tax Abatement

No action taken at this time

K. ANNOUNCEMENTS

L. WORKSHOP

At 11:37 a.m. Commissioners Court entered into a Workshop.

L.1. Quarterly 457(b) Voya Plan Review

M. ADJOURN

As no further matters were to be had, Commissioners Court adjourned this Special Session at 11:37 AM.

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

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. D.1. **7/28/2026**

Commissioners Court Regular Session - July 14, 2026 9:00 AM

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.1. **7/28/2026**

Commissioners Court Meeting Dates for FY 2027

The Court approves the Brazoria County Commissioners Court meeting dates for FY 2027 as attached.

Commissioners Court Meeting Dates for FY 2027

2026

October 13, 2026	Regular Session
October 27, 2026	Special Session
November 10, 2026	Regular Session
Canvass of Votes - TBA November 2026	
November 24, 2026	Special Session
December 8, 2026	Regular Session
One scheduled Session in December	

2027

January 1, 2027	*Swearing in Ceremony*
January 12, 2027	Regular Session
January 26, 2027	Special Session
One scheduled Session in February	
February 23, 2027	Regular Session
March 9, 2027	Regular Session
March 23, 2027	Special Session
April 13, 2027	Regular Session
April 27, 2027	Special Session
May 11, 2027	Regular Session
May 25, 2027	Special Session
June 8, 2027	Regular Session
June 22, 2027	Special Session
July 13, 2027	Regular Session
July 27, 2027	Special Session
August 10, 2027	Regular Session
August 24, 2027	Special Session
September 14, 2027	Regular Session
September 28, 2027	Special Session

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.2. **7/28/2026**

Brazoria County Holiday Schedule for Calendar Year 2027

The Court approves the Brazoria County Holiday Schedule for the calendar year 2027 as attached.

Brazoria County Holidays - Calendar Year 2027

Holiday	Day Observed	
Personal Holiday	Supervisor Approval Required	
New Year's Day	Friday	January 1, 2027
Martin Luther King, Jr. Day	Monday	January 18, 2027
Presidents Day	Monday	February 15, 2027
Texas Independence Day	Tuesday	March 2, 2027
Good Friday	Friday	March 26, 2027
Memorial Day	Monday	May 31, 2027
Independence Day	Monday	July 5, 2027
Labor Day	Monday	September 6, 2027
Veterans Day	Thursday	November 11, 2027
Thanksgiving	Thursday and Friday	November 25-26, 2027
Christmas	Friday and Monday	December 24 & 27, 2027
New Year's Day 2028	Friday	December 31, 2027

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.3. **7/28/2026**

Deputation in the County Clerks' Office

Approve deputations for the following employees in the County Clerks' Office:

1. M. Piechowski
2. S. Roberts
3. D. Spillars

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.4. **7/28/2026**

Dedication of the Completed Firefighter Training Facility to the Brazoria County Firefighter's Association for the Public Purpose of Enhancing County-Wide Fire Protection and Training

The Commissioners Court of Brazoria County, Texas (the "County") finds and determines that adequate training facilities for County-wide firefighters are essential to the safety and welfare of County residents; fire departments throughout the County provide critical fire protection and emergency response services to Brazoria County residents; and the Brazoria County Firefighter's Association (the "Association"), an independent nonprofit organization, currently maintains and operates training facilities available for use by fire departments County-wide.

The County is granted authority under Texas Local Government Code (LGC) §291.001 to provide and maintain necessary public buildings and facilities for County purposes; LGC Chapter 352, particularly §352.001, to furnish fire protection and fire-fighting equipment or services to residents outside municipalities and to contract with incorporated volunteer fire departments or associations located in the County to provide such protection, with payment from the general fund or other authorized sources; and LGC Chapter 263, and related provisions, to convey interests in County-owned real property.

Pursuant to Commissioners Court Order No. I.10., dated July 12, 2024, the construction contract was awarded to Construction Masters of Houston, Inc.. Authorized funding for this project utilized funds from the United States Treasury American Rescue Plan Act (ARPA) and State and Local Fiscal Recovery Funds (SLFRF). Construction of the Training Facility, located at 40570 Firefighter Rd., Angleton, Texas 77515, has been completed and accepted by the County.

The Commissioners Court finds that dedicating the completed Training Facility to the Association serves a legitimate public purpose of the County by enhancing fire protection, emergency operations, and the safety of County residents and property, and hereby dedicates the Training Facility to the Association and relinquishes any ownership interest the County has, or may have in the future, in the Training Facility.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.5. **7/28/2026**

Memorandum of Understanding

The Court authorizes Brazoria County Sheriff's Office to participate in a Memorandum of Understanding with Homeland Security Investigations for the reimbursement of joint operations expenses from the Treasury Forfeiture Fund.

Bo Stallman, Brazoria County Sheriff, is authorized to execute the agreement pending final review by the District Attorney's Office.

Further, Brazoria County is authorized to provide documentation and communication necessary to seek and receive reimbursement related to this Memorandum.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.6. **7/28/2026**

Account Number: 5120-0015-001 Resale Meeting of: February 24, 2026

The court approves the resale of the following trust property in Brazoria County in the amount of $1,500.00

Holiday Lakes LT 28A Blk K 81-82 S Marsh Holiday Lakes
Acres 0.1263

5120-0015-001

PROPERTY INFORMATION

RESALE MEETING OF:	February 24, 2026
IN TRUST TO:	TOWN OF HOLIDAY LAKES
PREVIOUS OWNER:	R. L. IGLEHART, ET AL
ACCOUNT #:	5120-0015-001
PRECINCT #:	4
LEGAL DESCRIPTION:	Holiday Lakes LT 28A Blk K 81-81 S Marsh Holiday Lakes Acres 0.1263
PHYSICAL ADDRESS:	0 DUFFY LN
SCHOOL DISTRICT:	ANGLETON ISD
OFFER MADE BY:	SONIA ALFONSO
AMOUNT OF OFFER:	$1,500.00
MINIMUM BID AT SALE:	$370.00
ADJUDGED VALUE:	$370.00
CURRENT APPRAISED VALUE:	$4,130.00
CURRENT IMPROVEMENT:	$0.00
CITY WEED/DEMO LIENS:	
SHERIFF'S DEED FILE DATE:	4/18/2018
REDEMPTION DATE:	PASSED
POST JUDGMENT TAXES:	$37.24
POST JUDGMENT YEARS:	2017-2018

VOTE:	AYE	NAY
K. BULANEK	X	
K. STEWART	X	
JUDGE SEBESTA	X	
D. LINDER	X	
CIVIL DIVISION REP.	X	

PBFCM REPRESENTATIVE PRESENT

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.7. **7/28/2026**

Auditor’s Monthly Report - June 2026

Accept the County Auditor's Monthly Report for June 2026 into record per Local Government Code §114.023.

BRAZORIA COUNTY, TEXAS

MONTHLY UNAUDITED FINANCIAL REPORT

For the Month Ended
June 30, 2026

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, 2026

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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 28, 2026

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

Honorable Judges and Commissioners:

The unaudited and unadjusted Monthly Financial Report of Brazoria County, Texas as of and for the nine months ended June 30, 2026, is submitted herewith in accordance with Section 114.023 of the Texas Local Government Code and was prepared by the County Auditor's Office staff. These statements are reported on a budgetary basis which is not in accordance with generally accepted accounting principles.

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

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

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

Respectfully submitted,

Kaysie Stewart

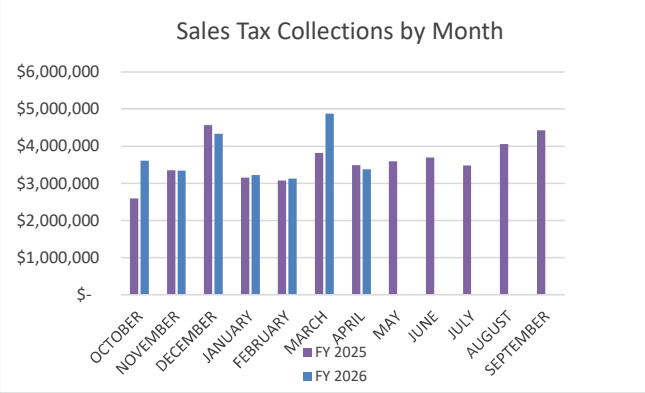
Kaysie Stewart, CPA
Brazoria County Auditor

BRAZORIA COUNTY HALF CENT SALES TAX

Fiscal Year Ended September 30, 2026

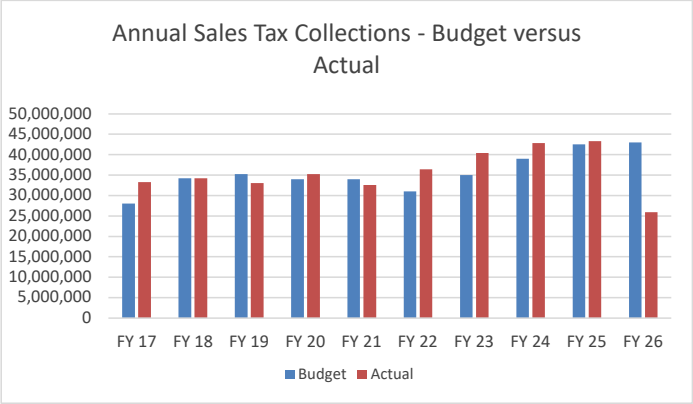
CURRENT SALES TAX COLLECTIONS COMPARISON

	FY 2025	FY 2026	DIFF	%
OCTOBER	$ 2,590,598	$ 3,606,073	$ 1,015,475	39.20%
NOVEMBER	$ 3,352,546	$ 3,342,253	$ (10,293)	-0.31%
DECEMBER	$ 4,567,501	$ 4,331,624	$ (235,877)	-5.16%
JANUARY	$ 3,154,249	$ 3,223,034	$ 68,785	2.18%
FEBRUARY	$ 3,070,480	$ 3,126,583	$ 56,103	1.83%
MARCH	$ 3,819,082	$ 4,877,740	$ 1,058,658	27.72%
APRIL	$ 3,485,677	$ 3,377,469	$ (108,208)	-3.10%
MAY	$ 3,594,018		$ (3,594,018)	-100.00%
JUNE	$ 3,690,961		$ (3,690,961)	-100.00%
JULY	$ 3,476,058		$ (3,476,058)	-100.00%
AUGUST	$ 4,053,271		$ (4,053,271)	-100.00%
SEPTEMBER	$ 4,424,008		$ (4,424,008)	-100.00%
TOTAL	$ 43,278,449	$ 25,884,776	$ (17,393,673)	-437.65%



SALES TAX HISTORY BY MONTH REMITTED TO COUNTY

Month Collected/ Month Remitted	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26
OCT / DEC	2,370,762	2,761,724	2,688,403	2,903,267	2,470,404	2,675,997	2,918,977	3,129,605	2,590,598	3,606,073
NOV / JAN	2,836,834	2,628,696	2,445,797	2,959,313	2,329,923	2,915,362	3,187,114	3,258,002	3,352,546	3,342,253
DEC / FEB	3,025,724	3,355,280	3,223,811	4,879,325	3,191,485	3,417,308	4,235,575	4,222,460	4,567,501	4,331,624
JAN / MAR	2,403,784	2,469,154	2,419,518	2,650,236	2,289,106	2,582,007	3,358,801	3,336,617	3,154,249	3,223,034
FEB / APR	2,848,424	2,547,052	2,463,806	2,525,579	2,180,322	2,674,322	2,896,108	3,005,923	3,070,480	3,126,583
MAR / MAY	3,217,762	3,215,527	3,070,484	3,165,793	3,066,626	3,446,518	3,784,669	3,699,623	3,819,082	4,877,740
APR / JUN	2,606,749	2,813,563	2,559,583	3,284,410	2,830,660	2,936,560	3,004,854	3,422,540	3,485,677	3,377,469
MAY / JUL	2,774,951	2,825,395	2,707,673	2,645,958	2,722,243	3,017,869	3,304,495	3,365,688	3,594,018	-
JUN / AUG	3,543,149	3,029,214	2,787,642	3,003,985	2,982,129	3,441,777	4,007,709	3,946,694	3,690,961	-
JUL / SEPT	2,442,438	2,577,899	2,939,101	2,319,781	2,738,182	2,968,517	3,198,125	4,050,506	3,476,058	-
AUG / OCT	2,349,851	3,077,481	2,761,600	2,300,406	2,727,955	3,097,322	3,237,062	3,480,157	4,053,281	-
SEP / NOV	2,891,665	2,894,158	2,952,287	2,592,087	3,024,952	3,277,671	3,255,439	3,929,890	4,424,008	-



SALES TAX BY FISCAL YEAR

	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26
Budget	28,000,000	34,250,000	35,250,000	34,000,000	34,000,000	31,000,000	35,000,000	39,000,000	42,500,000	43,000,000
Actual	33,312,092	34,195,142	33,019,705	35,230,141	32,553,987	36,451,230	40,388,928	42,847,705	43,278,459	25,884,776

Aggregate Revenue for Year 2026

10/01/2025 thru 06/30/2026

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Fund: 10000-General Fund					
Tax Revenue	137,733,382	-	137,733,382	119,280,946	(18,452,436)
Other Constitutional Tax	43,000,000	-	43,000,000	25,814,941	(17,185,059)
Penalty and Interest	730,000	-	730,000	605,671	(124,329)
Licenses and Permits	2,143,800	1,800	2,145,600	1,420,915	(724,685)
Grant Revenue	167,000	14,004	181,004	177,665	(3,339)
Shared Revenue	680,000	120,000	800,000	700,602	(99,398)
Fees of Office	6,960,500	610,000	7,570,500	7,042,230	(528,270)
Library Revenue Fees	55,075	-	55,075	21,620	(33,455)
Legislative Fees	992,100	-	992,100	812,491	(179,609)
Other Fees	736,350	-	736,350	614,251	(122,099)
Fines and Forfeitures	2,415,000	360,000	2,775,000	2,496,453	(278,547)
Investment Income	4,500,000	-	4,500,000	2,527,868	(1,972,132)
Sale of Assets	1,000	20,000	21,000	24,851	3,851
Contributions	-	5,000	5,000	6,340	1,340
Miscellaneous Revenue	2,086,000	269,862	2,355,862	1,812,127	(543,735)
Total Fund: 10000	**202,200,207**	**1,400,666**	**203,600,873**	**163,358,971**	**(40,241,902)**
Fund: 10200-Juv Prob Fees					
Other Fees	-	-	-	162	162
Investment Income	400	-	400	284	(116)
Total Fund: 10200	**400**	**-**	**400**	**445**	**45**
Fund: 10300-Unclaimed Juvenile Restitution					
Fines and Forfeitures	-	-	-	879	879
Total Fund: 10300	**-**	**-**	**-**	**879**	**879**
Fund: 10340-Constable 4 Marine Team					
Investment Income	-	-	-	286	286
Total Fund: 10340	**-**	**-**	**-**	**286**	**286**
Fund: 10350-Sheriff Special Response Team					
Investment Income	-	-	-	360	360
Transfers	20,000	-	20,000	20,000	-
Total Fund: 10350	**20,000**	**-**	**20,000**	**20,360**	**360**
Fund: 10400-Env Health-Retail Food Permits					
Licenses and Permits	109,500	-	109,500	75,800	(33,700)
Transfers	120,000	-	120,000	-	(120,000)
Total Fund: 10400	**229,500**	**-**	**229,500**	**75,800**	**(153,700)**
Fund: 10500-District Clerk Contingency					
Other Fees	-	-	-	117	117
Investment Income	30,000	-	30,000	27,925	(2,075)
Total Fund: 10500	**30,000**	**-**	**30,000**	**28,043**	**(1,957)**
Fund: 10600-Fire Training Field					
Investment Income	200	-	200	454	254
Total Fund: 10600	**200**	**-**	**200**	**454**	**254**
Fund: 10700-Parks Special Events					

Aggregate Revenue for Year 2026

10/01/2025 thru 06/30/2026

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Investment Income	500	-	500	939	439
Contributions	-	-	-	8,001	8,001
Total Fund: 10700	**500**	**-**	**500**	**8,940**	**8,440**
Fund: 10710-Parks SFA Special Projects					
Other Fees	800	-	800	633	(167)
Investment Income	-	-	-	368	368
Miscellaneous Revenue	-	-	-	-	-
Total Fund: 10710	**800**	**-**	**800**	**1,001**	**201**
Fund: 10850-CPS-Donations					
Investment Income	800	-	800	1,708	908
Contributions	4,000	-	4,000	9,964	5,964
Total Fund: 10850	**4,800**	**-**	**4,800**	**11,672**	**6,872**
Fund: 20000-Road and Bridge Non-Construct					
Tax Revenue	39,471,506	-	39,471,506	35,619,081	(3,852,425)
Penalty and Interest	240,000	-	240,000	196,884	(43,116)
Grant Revenue	80,000	-	80,000	83,877	3,877
Shared Revenue	2,900,000	-	2,900,000	2,317,070	(582,930)
Fees of Office	40,000	-	40,000	153,792	113,792
Road and Bridge Fees	810,000	-	810,000	803,734	(6,266)
Other Fees	-	-	-	61	61
Investment Income	1,000,000	-	1,000,000	1,251,549	251,549
Sale of Assets	-	-	-	8,094	8,094
Contributions	-	6,026,136	6,026,136	6,026,135	(1)
Miscellaneous Revenue	500,000	-	500,000	172,687	(327,313)
Total Fund: 20000	**45,041,506**	**6,026,136**	**51,067,642**	**46,632,964**	**(4,434,678)**
Fund: 20500-Road and Bridge Construction					
Fees of Office	-	-	-	(5)	(5)
Total Fund: 20500	**-**	**-**	**-**	**(5)**	**(5)**
Fund: 39800-Law Library					
Legislative Fees	205,000	-	205,000	207,065	2,065
Investment Income	8,000	-	8,000	6,226	(1,774)
Miscellaneous Revenue	11,000	-	11,000	12,286	1,286
Total Fund: 39800	**224,000**	**-**	**224,000**	**225,578**	**1,578**
Fund: 39900-Mosquito Control District					
Tax Revenue	3,032,091	-	3,032,091	2,747,575	(284,516)
Penalty and Interest	12,500	-	12,500	13,875	1,375
Fees of Office	-	-	-	(2)	(2)
Investment Income	40,000	-	40,000	55,746	15,746
Sale of Assets	-	-	-	5,086	5,086
Total Fund: 39900	**3,084,591**	**-**	**3,084,591**	**2,822,281**	**(262,310)**

Aggregate Revenue for Year 2026

10/01/2025 thru 06/30/2026

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Fund: 41000-2016 Limited Tax Rfd (2006 CO)					
Tax Revenue	-	-	-	(1,540)	(1,540)
Penalty and Interest	7,000	-	7,000	2,456	(4,544)
Investment Income	60,000	-	60,000	21,317	(38,683)
Total Fund: 41000	**67,000**	**-**	**67,000**	**22,233**	**(44,767)**
Fund: 42000-2021 Gen Oblig Rfd (2012 CO)					
Tax Revenue	2,052,727	-	2,052,727	1,859,505	(193,222)
Penalty and Interest	13,000	-	13,000	10,350	(2,650)
Investment Income	12,000	-	12,000	11,279	(721)
Total Fund: 42000	**2,077,727**	**-**	**2,077,727**	**1,881,134**	**(196,593)**
Fund: 42100-2018 Cert of Oblig-I,S					
Tax Revenue	686,465	-	686,465	622,192	(64,273)
Penalty and Interest	5,000	-	5,000	3,657	(1,343)
Investment Income	20,000	-	20,000	21,892	1,892
Transfers	-	-	-	6,310,141	6,310,141
Total Fund: 42100	**711,465**	**-**	**711,465**	**6,957,883**	**6,246,418**
Fund: 42200-2021 CO-Courthouse Campus I,S					
Tax Revenue	4,320,731	-	4,320,731	3,915,230	(405,501)
Penalty and Interest	16,000	-	16,000	18,582	2,582
Investment Income	85,000	-	85,000	68,473	(16,527)
Total Fund: 42200	**4,421,731**	**-**	**4,421,731**	**4,002,285**	**(419,446)**
Fund: 44000-Toll Road-SH288-I&S					
Tax Revenue	-	-	-	381	381
Penalty and Interest	-	-	-	307	307
Investment Income	-	-	-	(19,531)	(19,531)
Total Fund: 44000	**-**	**-**	**-**	**(18,843)**	**(18,843)**
Fund: 45000-Road Bonds-Mobility-I,S					
Tax Revenue	3,505,098	-	3,505,098	3,175,468	(329,630)
Penalty and Interest	20,000	-	20,000	16,728	(3,272)
Investment Income	118,000	-	118,000	88,596	(29,404)
Transfers	-	-	-	2,197,511	2,197,511
Total Fund: 45000	**3,643,098**	**-**	**3,643,098**	**5,478,303**	**1,835,205**
Fund: 60500-Airport Operating					
Fees of Office	-	-	-	(2)	(2)
Sale of Assets	-	-	-	8,439	8,439
Miscellaneous Revenue	-	-	-	-	-
Enterprise Revenue	3,212,667	-	3,212,667	2,568,417	(644,250)
Total Fund: 60500	**3,212,667**	**-**	**3,212,667**	**2,576,854**	**(635,813)**
Report Total	**264,970,192**	**7,426,802**	**272,396,994**	**234,087,516**	**(38,309,478)**

Budget to Actuals for Year 2026

10/1/2025 thru 6/30/2026

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Fund: 10000-General Fund							
10000 County Judge							
Salaries & Benefits	931,446	-	931,446	(176,437)	(657,746)	97,263	90%
Operating Expenditures	19,500	-	19,500	(2,468)	(5,124)	11,909	39%
	950,946	-	950,946	(178,905)	(662,870)	109,172	89%
10100 Commissioner Pct. 1							
Salaries & Benefits	473,527	-	473,527	(94,707)	(354,517)	24,303	95%
Operating Expenditures	10,225	-	10,225	(427)	(1,917)	7,881	23%
	483,752	-	483,752	(95,134)	(356,434)	32,184	93%
10200 Commissioner Pct. 2							
Salaries & Benefits	493,784	-	493,784	(92,998)	(365,645)	35,141	93%
Operating Expenditures	7,600	-	7,600	-	-	7,600	0%
	501,384	-	501,384	(92,998)	(365,645)	42,741	91%
10300 Commissioner Pct. 3							
Salaries & Benefits	510,012	-	510,012	(99,762)	(362,479)	47,771	91%
Operating Expenditures	10,672	-	10,672	(205)	(6,319)	4,147	61%
	520,684	-	520,684	(99,968)	(368,799)	51,918	90%
10400 Commissioner Pct. 4							
Salaries & Benefits	523,018	-	523,018	(100,962)	(391,367)	30,689	94%
Operating Expenditures	8,450	-	8,450	(446)	(1,511)	6,493	23%
	531,468	-	531,468	(101,408)	(392,878)	37,182	93%
12000 County Clerk							
Salaries & Benefits	3,462,688	-	3,462,688	(621,768)	(2,428,938)	411,982	88%
Operating Expenditures	42,550	-	42,550	(10,545)	(25,586)	6,420	85%
	3,505,238	-	3,505,238	(632,313)	(2,454,524)	418,401	88%
13000 Veteran's Service							
Salaries & Benefits	267,904	-	267,904	(46,741)	(184,294)	36,870	86%
Operating Expenditures	2,650	3,910	6,560	(1,277)	(3,418)	1,865	72%
	270,554	3,910	274,464	(48,018)	(187,711)	38,735	86%
14000 Emergency Management							
Salaries & Benefits	832,194	-	832,194	(96,786)	(396,152)	339,256	59%
Operating Expenditures	24,699	-	24,699	(8,118)	(15,977)	603	98%
Transfers	-	-	-	-	(42,500)	(42,500)	0%
	856,893	-	856,893	(104,904)	(454,629)	297,360	65%
14900 Non-Departmental							
Salaries & Benefits	-	-	-	-	10,454	10,454	0%
Operating Expenditures	8,144,000	17,653	8,161,653	(123,663)	(3,081,765)	4,956,225	39%
Capital	-	-	-	55,595	(55,595)	-	0%
	8,144,000	17,653	8,161,653	(68,068)	(3,126,906)	4,966,679	39%
15001 County Court at Law 1							
Salaries & Benefits	576,367	-	576,367	(115,333)	(415,811)	45,223	92%
Operating Expenditures	302,725	75,000	377,725	142	(323,497)	54,370	86%
	879,092	75,000	954,092	(115,191)	(739,308)	99,593	90%
15002 County Court at Law 2							
Salaries & Benefits	540,301	-	540,301	(110,730)	(389,656)	39,914	93%
Operating Expenditures	374,080	-	374,080	(193)	(283,190)	90,697	76%
	914,381	-	914,381	(110,923)	(672,847)	130,612	86%
15003 County Court at Law 3							
Salaries & Benefits	597,607	-	597,607	(122,697)	(429,610)	45,299	92%
Operating Expenditures	302,700	75,000	377,700	(1,528)	(345,034)	31,138	92%
	900,307	75,000	975,307	(124,225)	(774,644)	76,437	92%

Budget to Actuals for Year 2026

10/1/2025 thru 6/30/2026

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
15004 County Court at Law 4							
Salaries & Benefits	613,015	-	613,015	(122,697)	(441,150)	49,167	92%
Operating Expenditures	363,100	1,800	364,900	(1,417)	(276,880)	86,603	76%
Capital	-	5,582	5,582	-	(5,582)	-	100%
	976,115	7,382	983,497	(124,114)	(723,613)	135,770	86%
15900 Probate Court Investigations							
Salaries & Benefits	208,868	-	208,868	(39,831)	(155,104)	13,934	93%
Operating Expenditures	3,837	-	3,837	(600)	(487)	2,750	28%
	212,705	-	212,705	(40,431)	(155,591)	16,684	92%
16000 District Courts							
Salaries & Benefits	1,008,527	-	1,008,527	(202,603)	(773,658)	32,266	97%
Operating Expenditures	118,450	-	118,450	(4,599)	(67,587)	46,264	61%
	1,126,977	-	1,126,977	(207,202)	(841,245)	78,530	93%
16149 District Court-149th							
Salaries & Benefits	326,011	-	326,011	(65,360)	(240,446)	20,204	94%
Operating Expenditures	675,525	225,000	900,525	-	(784,977)	115,548	87%
	1,001,536	225,000	1,226,536	(65,360)	(1,025,423)	135,753	89%
16239 District Court-239th							
Salaries & Benefits	329,357	-	329,357	(65,360)	(241,558)	22,439	93%
Operating Expenditures	760,000	25,000	785,000	-	(719,232)	65,768	92%
	1,089,357	25,000	1,114,357	(65,360)	(960,790)	88,207	92%
16300 District Court-300th							
Salaries & Benefits	341,707	-	341,707	(65,360)	(252,316)	24,031	93%
Operating Expenditures	622,500	20,000	642,500	-	(561,775)	80,725	87%
Transfers	450,000	-	450,000	-	(113,158)	336,842	25%
	1,414,207	20,000	1,434,207	(65,360)	(927,249)	441,597	69%
16412 District Court-412th							
Salaries & Benefits	339,714	-	339,714	(65,360)	(250,906)	23,448	93%
Operating Expenditures	980,000	-	980,000	-	(819,144)	160,856	84%
	1,319,714	-	1,319,714	(65,360)	(1,070,049)	184,304	86%
16461 District Court-461st							
Salaries & Benefits	324,873	-	324,873	(65,360)	(239,628)	19,885	94%
Operating Expenditures	470,000	125,000	595,000	-	(538,193)	56,807	90%
	794,873	125,000	919,873	(65,360)	(777,821)	76,691	92%
16490 District Court-490th							
Salaries & Benefits	-	-	-	(37,742)	-	(37,742)	0%
	-	-	-	(37,742)	-	(37,742)	0%
17000 District Clerk							
Salaries & Benefits	3,530,078	-	3,530,078	(682,136)	(2,568,944)	278,999	92%
Operating Expenditures	62,185	-	62,185	(20,621)	(20,879)	20,685	67%
	3,592,263	-	3,592,263	(702,757)	(2,589,822)	299,684	92%
18110 Justice of the Peace 1,1							
Salaries & Benefits	696,767	-	696,767	(130,111)	(519,720)	46,936	93%
Operating Expenditures	12,583	-	12,583	(2,311)	(5,698)	4,574	64%
	709,350	-	709,350	(132,422)	(525,418)	51,510	93%
18120 Justice of the Peace 1,2							
Salaries & Benefits	650,756	-	650,756	(120,633)	(492,279)	37,844	94%
Operating Expenditures	147,175	-	147,175	(63,722)	(68,325)	15,128	90%
	797,931	-	797,931	(184,355)	(560,604)	52,972	93%
18210 Justice of the Peace 2,1							
Salaries & Benefits	640,936	-	640,936	(117,360)	(481,586)	41,991	93%

Budget to Actuals for Year 2026

10/1/2025 thru 6/30/2026

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	10,145	-	10,145	(955)	(3,504)	5,686	44%
	651,081	-	651,081	(118,314)	(485,090)	47,677	93%
18220 Justice of the Peace 2,2							
Salaries & Benefits	657,883	-	657,883	(119,378)	(488,180)	50,325	92%
Operating Expenditures	9,275	-	9,275	(2,949)	(3,759)	2,567	72%
	667,158	-	667,158	(122,327)	(491,939)	52,892	92%
18310 Justice of the Peace 3,1							
Salaries & Benefits	575,415	-	575,415	(93,101)	(405,941)	76,373	87%
Operating Expenditures	118,220	(4,800)	113,420	(76,112)	(7,397)	29,911	74%
	693,635	(4,800)	688,835	(169,213)	(413,338)	106,284	85%
18320 Justice of the Peace 3,2							
Salaries & Benefits	550,677	-	550,677	(102,363)	(408,113)	40,201	93%
Operating Expenditures	9,400	500	9,900	1,383	(9,526)	1,757	82%
	560,077	500	560,577	(100,980)	(417,639)	41,958	93%
18410 Justice of the Peace 4,1							
Salaries & Benefits	654,136	-	654,136	(116,546)	(471,906)	65,684	90%
Operating Expenditures	10,550	-	10,550	(2,412)	(6,792)	1,345	87%
	664,686	-	664,686	(118,958)	(478,698)	67,029	90%
18420 Justice of the Peace 4,2							
Salaries & Benefits	742,854	-	742,854	(132,935)	(529,552)	80,367	89%
Operating Expenditures	25,085	5,600	30,685	(2,024)	(20,511)	8,150	73%
	767,939	5,600	773,539	(134,959)	(550,063)	88,517	89%
19000 Judicial Miscellaneous							
Salaries & Benefits	504,710	(113,384)	391,326	(78,781)	(320,739)	(8,194)	102%
Operating Expenditures	1,824,750	(3,000)	1,821,750	(156,842)	(1,514,754)	150,153	92%
Transfers	40,000	-	40,000	-	(17,307)	22,693	43%
	2,369,460	(116,384)	2,253,076	(235,623)	(1,852,800)	164,653	93%
19005 Language Access							
Salaries & Benefits	-	113,384	113,384	(22,231)	(17,682)	73,471	35%
Operating Expenditures	-	3,380	3,380	(752)	(1,486)	1,142	66%
	-	116,764	116,764	(22,983)	(19,168)	74,613	36%
19100 Indigent Defense							
Salaries & Benefits	268,139	-	268,139	(49,491)	(199,469)	19,179	93%
Operating Expenditures	4,971	-	4,971	(1,280)	(3,120)	571	89%
	273,110	-	273,110	(50,770)	(202,589)	19,750	93%
19200 Bail Bond Board							
Salaries & Benefits	161,787	-	161,787	(29,435)	(119,647)	12,706	92%
Operating Expenditures	3,050	-	3,050	-	(375)	2,675	12%
	164,837	-	164,837	(29,435)	(120,022)	15,381	91%
19300 District Attorney							
Salaries & Benefits	12,434,461	310,119	12,744,580	(2,552,333)	(9,274,641)	917,606	93%
Operating Expenditures	200,691	-	200,691	(68,476)	(116,886)	15,330	92%
Capital	165,000	-	165,000	-	(112,600)	52,400	68%
Transfers	478,000	-	478,000	-	(127,130)	350,870	27%
	13,278,152	310,119	13,588,271	(2,620,809)	(9,631,256)	1,336,206	90%
19900 Law Library							
Transfers	70,000	-	70,000	-	-	70,000	0%
	70,000	-	70,000	-	-	70,000	0%
20100 County Auditor							
Salaries & Benefits	2,392,710	-	2,392,710	(468,801)	(1,773,474)	150,435	94%

Budget to Actuals for Year 2026

10/1/2025 thru 6/30/2026

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	20,000	-	20,000	2,044	(8,398)	13,646	32%
	2,412,710	-	2,412,710	(466,757)	(1,781,872)	164,081	93%
20200 Purchasing							
Salaries & Benefits	902,255	-	902,255	(174,506)	(666,504)	61,245	93%
Operating Expenditures	30,849	-	30,849	(3,715)	(24,369)	2,765	91%
	933,104	-	933,104	(178,222)	(690,873)	64,009	93%
20300 County Treasurer							
Salaries & Benefits	450,538	-	450,538	(87,282)	(334,418)	28,838	94%
Operating Expenditures	72,850	-	72,850	(22,141)	(47,183)	3,526	95%
	523,388	-	523,388	(109,423)	(381,601)	32,365	94%
20400 Human Resources							
Salaries & Benefits	1,136,915	-	1,136,915	(252,484)	(791,952)	92,479	92%
Operating Expenditures	179,615	-	179,615	(50,687)	(71,868)	57,059	68%
	1,316,530	-	1,316,530	(303,171)	(863,820)	149,539	89%
21000 Tax Assessor-Collector							
Salaries & Benefits	4,711,613	-	4,711,613	(864,699)	(3,389,343)	457,571	90%
Operating Expenditures	199,268	4,800	204,068	(50,613)	(142,838)	10,616	95%
	4,910,881	4,800	4,915,681	(915,312)	(3,532,182)	468,187	90%
22000 Information Systems							
Salaries & Benefits	4,091,858	-	4,091,858	(794,577)	(3,008,412)	288,868	93%
Operating Expenditures	9,489,145	60,199	9,549,344	(157,109)	(6,988,296)	2,403,940	75%
Debt Services	347,000	-	347,000	-	-	347,000	0%
Capital	280,200	-	280,200	(19,194)	(82,850)	178,156	36%
Transfers	30,000	-	30,000	-	(13,158)	16,842	44%
	14,238,203	60,199	14,298,402	(970,881)	(10,092,716)	3,234,805	77%
23000 Appraisal District Assessment							
Operating Expenditures	1,443,899	-	1,443,899	-	(1,425,737)	18,162	99%
	1,443,899	-	1,443,899	-	(1,425,737)	18,162	99%
24000 Elections							
Salaries & Benefits	1,002,508	-	1,002,508	-	(950,692)	51,816	95%
Operating Expenditures	659,750	-	659,750	(94,309)	(360,955)	204,486	69%
Capital	95,900	-	95,900	(28,235)	(61,309)	6,356	93%
Transfers	-	-	-	-	(45,511)	(45,511)	0%
	1,758,158	-	1,758,158	(122,544)	(1,418,467)	217,147	88%
25000 Facilities Management							
Salaries & Benefits	2,586,465	-	2,586,465	(485,346)	(1,824,452)	276,667	89%
Operating Expenditures	4,699,400	(23,041)	4,676,359	(761,852)	(2,504,123)	1,410,384	70%
Capital	525,000	-	525,000	372,876	(634,270)	263,606	50%
	7,810,865	(23,041)	7,787,824	(874,321)	(4,962,845)	1,950,657	75%
26000 Property Insurance							
Operating Expenditures	2,450,000	-	2,450,000	-	(1,912,035)	537,965	78%
	2,450,000	-	2,450,000	-	(1,912,035)	537,965	78%
30000 County Sheriff							
Salaries & Benefits	26,615,476	(112,950)	26,502,526	(5,211,969)	(20,474,634)	815,923	97%
Operating Expenditures	4,391,061	171,593	4,562,654	(781,528)	(2,474,152)	1,306,974	71%
Capital	1,753,000	58,227	1,811,227	724,850	(2,505,922)	30,155	98%
Transfers	150,000	-	150,000	-	(107,721)	42,279	72%
	32,909,537	116,870	33,026,407	(5,268,647)	(25,562,429)	2,195,332	93%
30100 Animal Control							
Salaries & Benefits	675,584	-	675,584	(116,872)	(506,450)	52,262	92%

Budget to Actuals for Year 2026

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Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	102,700	-	102,700	(12,656)	(52,857)	37,187	64%
Capital	52,000	-	52,000	-	(44,070)	7,930	85%
	830,284	-	830,284	(129,528)	(603,376)	97,379	88%
30200 Crime Lab							
Salaries & Benefits	864,889	-	864,889	(170,446)	(630,663)	63,780	93%
Operating Expenditures	276,200	-	276,200	(50,042)	(191,590)	34,568	87%
Capital	59,000	-	59,000	(49,168)	-	9,832	83%
	1,200,089	-	1,200,089	(269,656)	(822,254)	108,179	91%
30351 Drone Team							
Operating Expenditures	15,000	-	15,000	(5,023)	(8,677)	1,300	91%
	15,000	-	15,000	(5,023)	(8,677)	1,300	91%
30352 Marine Team							
Operating Expenditures	15,000	-	15,000	(1,075)	(12,811)	1,114	93%
	15,000	-	15,000	(1,075)	(12,811)	1,114	93%
30353 Dive Team							
Operating Expenditures	15,000	-	15,000	(3,123)	(9,039)	2,838	81%
	15,000	-	15,000	(3,123)	(9,039)	2,838	81%
30354 Honor Guard							
Operating Expenditures	7,500	-	7,500	(3,379)	(3,052)	1,070	86%
	7,500	-	7,500	(3,379)	(3,052)	1,070	86%
31000 Tx Dept of Public Safety (DPS)							
Salaries & Benefits	249,069	-	249,069	(56,308)	(184,049)	8,712	97%
Operating Expenditures	250	-	250	(21)	(200)	29	88%
	249,319	-	249,319	(56,329)	(184,250)	8,741	96%
32100 Constable-Precinct 1							
Salaries & Benefits	1,534,270	-	1,534,270	(284,192)	(1,161,148)	88,930	94%
Operating Expenditures	393,249	(46,600)	346,649	(126,973)	(187,233)	32,443	91%
Capital	115,333	51,600	166,933	(51,947)	(114,946)	40	100%
	2,042,852	5,000	2,047,852	(463,111)	(1,463,327)	121,414	94%
32200 Constable-Precinct 2							
Salaries & Benefits	1,151,660	-	1,151,660	(235,418)	(863,890)	52,352	95%
Operating Expenditures	198,944	4,016	202,960	(27,910)	(91,797)	83,253	59%
Capital	53,800	-	53,800	-	(56,937)	(3,137)	106%
	1,404,404	4,016	1,408,420	(263,328)	(1,012,624)	132,469	91%
32300 Constable-Precinct 3							
Salaries & Benefits	1,262,541	-	1,262,541	(230,314)	(941,967)	90,260	93%
Operating Expenditures	201,912	(4,113)	197,799	29,158	(128,823)	98,134	50%
	1,464,453	(4,113)	1,460,340	(201,156)	(1,070,790)	188,394	87%
32400 Constable-Precinct 4							
Salaries & Benefits	2,163,322	-	2,163,322	(392,772)	(1,574,662)	195,888	91%
Operating Expenditures	223,197	24,522	247,719	(27,702)	(178,974)	41,042	83%
Capital	112,000	55,210	167,210	183	(166,213)	1,180	99%
	2,498,519	79,732	2,578,251	(420,292)	(1,919,849)	238,110	91%
33000 Intensive CommunityServiceProg							
Salaries & Benefits	70,394	-	70,394	-	(59,016)	11,378	84%
Operating Expenditures	67,590	-	67,590	(8,229)	(39,567)	19,795	71%
	137,984	-	137,984	(8,229)	(98,582)	31,173	77%
34000 Ambulance EMS							
Operating Expenditures	96,000	-	96,000	-	(96,000)	-	100%
	96,000	-	96,000	-	(96,000)	-	100%

Budget to Actuals for Year 2026

10/1/2025 thru 6/30/2026

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
34100 Fire Protection							
Salaries & Benefits	71,542	-	71,542	(12,775)	(53,542)	5,225	93%
Operating Expenditures	546,799	-	546,799	-	(546,799)	-	100%
	618,341	-	618,341	(12,775)	(600,341)	5,225	99%
35000 Detention Center							
Salaries & Benefits	17,384,872	29,750	17,414,622	(3,074,791)	(13,404,088)	935,743	95%
Operating Expenditures	9,355,350	300,000	9,655,350	(1,633,172)	(6,901,532)	1,120,646	88%
Capital	58,000	-	58,000	71,808	(154,251)	(24,443)	142%
	26,798,222	329,750	27,127,972	(4,636,154)	(20,459,871)	2,031,946	93%
36000 Juvenile Probation							
Salaries & Benefits	9,112,819	-	9,112,819	(1,676,679)	(6,173,596)	1,262,544	86%
Operating Expenditures	1,607,150	-	1,607,150	(432,401)	(1,166,159)	8,590	99%
Capital	40,815	-	40,815	(34,350)	-	6,465	84%
Transfers	610,000	-	610,000	-	(38,228)	571,772	6%
	11,370,784	-	11,370,784	(2,143,430)	(7,377,983)	1,849,371	84%
40000 Adult Probation							
Operating Expenditures	890,890	(519,820)	371,070	(11,999)	(273,009)	86,062	77%
Transfers	92,000	-	92,000	-	-	92,000	0%
	982,890	(519,820)	463,070	(11,999)	(273,009)	178,062	62%
45000 Health							
Salaries & Benefits	1,440,163	(65,358)	1,374,805	(263,792)	(975,365)	135,648	90%
Operating Expenditures	66,226	113,380	179,606	(24,898)	(122,277)	32,431	82%
Transfers	10,000	-	10,000	-	(2,127)	7,873	21%
	1,516,389	48,022	1,564,411	(288,691)	(1,099,769)	175,952	89%
45200 Indigent Health Care							
Salaries & Benefits	206,474	-	206,474	(37,300)	(148,067)	21,108	90%
Operating Expenditures	2,073,175	-	2,073,175	(40,334)	(1,414,892)	617,949	70%
	2,279,649	-	2,279,649	(77,634)	(1,562,959)	639,057	72%
45300 Water Lab							
Salaries & Benefits	251,542	-	251,542	(47,483)	(166,069)	37,990	85%
Operating Expenditures	65,100	-	65,100	(3,645)	(60,984)	472	99%
	316,642	-	316,642	(51,128)	(227,053)	38,461	88%
46000 Children Protective Services							
Operating Expenditures	95,600	-	95,600	(31,622)	(46,137)	17,841	81%
Transfers	45,000	-	45,000	-	(31,782)	13,218	71%
	140,600	-	140,600	(31,622)	(77,918)	31,060	78%
47000 Environmental Health							
Salaries & Benefits	1,517,248	-	1,517,248	(253,895)	(1,098,108)	165,245	89%
Operating Expenditures	82,095	-	82,095	(3,377)	(19,214)	59,504	28%
Transfers	120,000	-	120,000	-	(120,000)	-	100%
	1,719,343	-	1,719,343	(257,272)	(1,237,322)	224,749	87%
49000 County Welfare							
Salaries & Benefits	63,384	-	63,384	(11,048)	(61,348)	(9,012)	114%
Operating Expenditures	11,900	-	11,900	(1,700)	(1,065)	9,134	23%
	75,284	-	75,284	(12,748)	(62,413)	123	100%
50000 Mental Health							
Operating Expenditures	268,800	-	268,800	-	(201,600)	67,200	75%
	268,800	-	268,800	-	(201,600)	67,200	75%
51000 Actions							
Operating Expenditures	70,000	-	70,000	-	(70,000)	-	100%
	70,000	-	70,000	-	(70,000)	-	100%

Budget to Actuals for Year 2026

10/1/2025 thru 6/30/2026

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
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	7,477,702	-	7,477,702	(1,438,606)	(5,493,492)	545,603	93%
Operating Expenditures	1,551,600	15,000	1,566,600	(475,837)	(1,002,924)	87,839	94%
	9,029,302	15,000	9,044,302	(1,914,443)	(6,496,416)	633,443	93%
56000 Parks							
Salaries & Benefits	4,182,570	-	4,182,570	(797,697)	(3,004,431)	380,442	91%
Operating Expenditures	866,150	(675)	865,475	(199,709)	(648,432)	17,334	98%
Capital	1,237,775	-	1,237,775	(19,150)	(302,953)	915,672	26%
Transfers	1,133,218	-	1,133,218	-	(14,189)	1,119,029	1%
	7,419,713	(675)	7,419,038	(1,016,556)	(3,970,006)	2,432,477	67%
57000 Fairgrounds							
Salaries & Benefits	80,677	-	80,677	(17,609)	(59,347)	3,721	95%
Operating Expenditures	320,128	-	320,128	(27,894)	(190,079)	102,155	68%
Capital	158,550	(9,301)	149,250	-	(125,787)	23,462	84%
	559,355	(9,301)	550,055	(45,503)	(375,213)	129,338	76%
58000 Museum							
Salaries & Benefits	683,301	-	683,301	(131,822)	(507,587)	43,892	94%
Operating Expenditures	53,772	-	53,772	(594)	(42,974)	10,204	81%
Capital	197,114	14,004	211,118	(211,118)	-	-	100%
	934,187	14,004	948,191	(343,534)	(550,561)	54,096	94%
60000 Agriculture Extension							
Salaries & Benefits	584,145	(20,022)	564,123	(110,012)	(411,232)	42,878	92%
Operating Expenditures	41,725	-	41,725	(7,059)	(21,953)	12,714	70%
	625,870	(20,022)	605,848	(117,071)	(433,185)	55,592	91%
65000 Flood Plain Administrator							
Salaries & Benefits	325,263	-	325,263	(59,648)	(243,875)	21,740	93%
Operating Expenditures	9,017	-	9,017	(564)	(8,254)	199	98%
	334,280	-	334,280	(60,212)	(252,130)	21,939	93%
Total Fund: 10000	**197,429,192**	**986,166**	**198,415,358**	**(29,306,529)**	**(140,666,378)**	**28,442,451**	**86%**
Fund: 10100-General Fund - Construction							
56000 Parks							
Operating Expenditures	-	-	-	-	(3,080)	(3,080)	0%
Capital	-	-	-	16,984	(13,904)	3,080	0%
	-	-	-	16,984	(16,984)	-	0%
57000 Fairgrounds							
Operating Expenditures	-	-	-	6,550	(6,550)	-	0%
Capital	-	9,301	9,301	391,181	(400,481)	-	100%
	-	9,301	9,301	397,731	(407,031)	-	100%
Total Fund: 10100	**-**	**9,301**	**9,301**	**414,715**	**(424,015)**	**-**	**100%**
Fund: 10200-Juv Prob Fees							
36000 Juvenile Probation							
Operating Expenditures	2,000	-	2,000	(1,944)	-	56	97%
	2,000	-	2,000	(1,944)	-	56	97%

Budget to Actuals for Year 2026

10/1/2025 thru 6/30/2026

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Total Fund: 10200	**2,000**	**-**	**2,000**	**(1,944)**	**-**	**56**	**97%**
Fund: 10340-Constable 4 Marine Team							
32400 Constable-Precinct 4							
Capital	-	-	-	54,280	(54,280)	-	0%
	-	-	-	54,280	(54,280)	-	0%
Total Fund: 10340	**-**	**-**	**-**	**54,280**	**(54,280)**	**-**	**0%**
Fund: 10350-Sheriff Special Response Team							
30000 County Sheriff							
Operating Expenditures	20,000	-	20,000	9,233	(19,647)	9,586	52%
	20,000	-	20,000	9,233	(19,647)	9,586	52%
Total Fund: 10350	**20,000**	**-**	**20,000**	**9,233**	**(19,647)**	**9,586**	**52%**
Fund: 10351-Sheriff Drone Team							
30000 County Sheriff							
Operating Expenditures	-	-	-	750	(750)	-	0%
	-	-	-	750	(750)	-	0%
Total Fund: 10351	**-**	**-**	**-**	**750**	**(750)**	**-**	**0%**
Fund: 10352-Sheriff Marine Team							
30000 County Sheriff							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
Total Fund: 10352	**-**	**-**	**-**	**-**	**-**	**-**	**0%**
Fund: 10353-Sheriff Dive Team							
30000 County Sheriff							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
Total Fund: 10353	**-**	**-**	**-**	**-**	**-**	**-**	**0%**
Fund: 10400-Env Health-Retail Food Permits							
47000 Environmental Health							
Salaries & Benefits	219,866	-	219,866	(38,484)	(163,524)	17,858	92%
	219,866	-	219,866	(38,484)	(163,524)	17,858	92%
Total Fund: 10400	**219,866**	**-**	**219,866**	**(38,484)**	**(163,524)**	**17,858**	**92%**
Fund: 10600-Fire Training Field							
34100 Fire Protection							
Operating Expenditures	1,000	-	1,000	-	(654)	346	65%
	1,000	-	1,000	-	(654)	346	65%
Total Fund: 10600	**1,000**	**-**	**1,000**	**-**	**(654)**	**346**	**65%**
Fund: 10700-Parks Special Events							
56000 Parks							
Operating Expenditures	2,000	2,000	4,000	(61)	(2,523)	1,416	65%
	2,000	2,000	4,000	(61)	(2,523)	1,416	65%
Total Fund: 10700	**2,000**	**2,000**	**4,000**	**(61)**	**(2,523)**	**1,416**	**65%**
Fund: 10710-Parks SFA Special Projects							
56020 Parks-SFA Munson Historical							
Operating Expenditures	1,000	-	1,000	-	-	1,000	0%
	1,000	-	1,000	-	-	1,000	0%

Budget to Actuals for Year 2026

10/1/2025 thru 6/30/2026

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Total Fund: 10710	**1,000**	**-**	**1,000**	**-**	**-**	**1,000**	**0%**
Fund: 10850-CPS-Donations							
46000 Children Protective Services							
Operating Expenditures	20,900	-	20,900	(441)	(2,064)	18,395	12%
	20,900	-	20,900	(441)	(2,064)	18,395	12%
Total Fund: 10850	**20,900**	**-**	**20,900**	**(441)**	**(2,064)**	**18,395**	**12%**
Fund: 20000-Road and Bridge Non-Construct							
22000 Information Systems							
Operating Expenditures	15,000	-	15,000	(300)	(4,019)	10,681	29%
	15,000	-	15,000	(300)	(4,019)	10,681	29%
71000 RB South Service Center							
Salaries & Benefits	3,781,438	(168,000)	3,613,438	(702,101)	(2,558,793)	352,544	90%
Operating Expenditures	1,471,250	760,974	2,232,224	(375,879)	(1,713,818)	142,528	94%
Capital	788,966	1,470	790,436	-	(790,436)	-	100%
	6,041,654	594,445	6,636,099	(1,077,980)	(5,063,047)	495,072	93%
72000 RB Central Service Center							
Salaries & Benefits	3,735,698	(438,000)	3,297,698	(673,575)	(2,136,531)	487,593	85%
Operating Expenditures	1,455,000	1,087,846	2,542,846	(427,010)	(1,610,139)	505,697	80%
Capital	800,000	(9,426)	790,574	-	(790,574)	-	100%
	5,990,698	640,420	6,631,118	(1,100,584)	(4,537,244)	993,290	85%
73000 RB North Service Center							
Salaries & Benefits	3,660,236	(195,000)	3,465,236	(681,700)	(2,529,721)	253,815	93%
Operating Expenditures	1,526,092	2,370,155	3,896,247	(858,903)	(1,581,257)	1,456,088	63%
Capital	733,908	(466,302)	267,606	66,600	(334,206)	-	100%
	5,920,236	1,708,853	7,629,089	(1,474,002)	(4,445,184)	1,709,903	78%
74000 RB West Service Center							
Salaries & Benefits	3,879,411	(390,000)	3,489,411	(711,384)	(2,378,898)	399,129	89%
Operating Expenditures	1,460,000	596,962	2,056,962	(481,792)	(1,236,938)	338,232	84%
Capital	4,970,351	1,834,295	6,804,646	-	(6,804,360)	286	100%
	10,309,762	2,041,257	12,351,019	(1,193,176)	(10,420,197)	737,647	94%
75000 Engineer's Office							
Salaries & Benefits	2,457,144	-	2,457,144	(489,013)	(1,742,837)	225,294	91%
Operating Expenditures	784,000	1,117,804	1,901,804	47,576	(1,124,605)	824,775	57%
Capital	267,000	5,898	272,898	-	(262,163)	10,735	96%
Transfers	2,542,189	-	2,542,189	-	-	2,542,189	0%
	6,050,333	1,123,702	7,174,035	(441,437)	(3,129,605)	3,602,993	50%
Total Fund: 20000	**34,327,683**	**6,108,677**	**40,436,360**	**(5,287,480)**	**(27,599,295)**	**7,549,585**	**81%**
Fund: 20500-Road and Bridge Construction							
71000 RB South Service Center							
Salaries & Benefits	-	181,521	181,521	-	(192,396)	(10,875)	106%
Operating Expenditures	2,000,000	-	2,000,000	(350,783)	(598,097)	1,051,120	47%
	2,000,000	181,521	2,181,521	(350,783)	(790,493)	1,040,245	52%
72000 RB Central Service Center							
Salaries & Benefits	-	424,479	424,479	-	(258,766)	165,714	61%
Operating Expenditures	2,000,000	(366,420)	1,633,580	(211,038)	(955,592)	466,951	71%
	2,000,000	58,059	2,058,059	(211,038)	(1,214,358)	632,664	69%
73000 RB North Service Center							
Salaries & Benefits	-	195,000	195,000	-	(193,418)	1,582	99%
Operating Expenditures	2,000,000	123,000	2,123,000	(643,220)	(614,264)	865,516	59%

Budget to Actuals for Year 2026

10/1/2025 thru 6/30/2026

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Capital	-	-	-	-	-	-	0%
	2,000,000	318,000	2,318,000	(643,220)	(807,683)	867,098	63%
74000 RB West Service Center							
Salaries & Benefits	-	390,000	390,000	-	(397,583)	(7,583)	102%
Operating Expenditures	2,000,000	100,000	2,100,000	(307,160)	(1,737,549)	55,291	97%
	2,000,000	490,000	2,490,000	(307,160)	(2,135,132)	47,708	98%
75000 Engineer's Office							
Operating Expenditures	750,000	(196,248)	553,752	54,540	(173,810)	434,482	22%
Capital	7,591,000	(5,103,752)	2,487,248	(1,054,720)	(4,077,264)	(2,644,736)	206%
	8,341,000	(5,300,000)	3,041,000	(1,000,180)	(4,251,074)	(2,210,254)	173%
Total Fund: 20500	**16,341,000**	**(4,252,420)**	**12,088,580**	**(2,512,380)**	**(9,198,739)**	**377,461**	**97%**
Fund: 39800-Law Library							
19900 Law Library							
Salaries & Benefits	90,718	-	90,718	(17,110)	(67,517)	6,090	93%
Operating Expenditures	325,550	-	325,550	(62,346)	(201,527)	61,678	81%
	416,268	-	416,268	(79,456)	(269,044)	67,768	84%
22000 Information Systems							
Operating Expenditures	6,000	-	6,000	(1,500)	(4,500)	-	100%
	6,000	-	6,000	(1,500)	(4,500)	-	100%
Total Fund: 39800	**422,268**	**-**	**422,268**	**(80,956)**	**(273,544)**	**67,768**	**84%**
Fund: 39900-Mosquito Control District							
22000 Information Systems							
Operating Expenditures	2,000	11,000	13,000	(690)	(6,697)	5,613	57%
	2,000	11,000	13,000	(690)	(6,697)	5,613	57%
49900 Mosquito Control							
Salaries & Benefits	1,449,123	-	1,449,123	(260,394)	(977,628)	211,101	85%
Operating Expenditures	1,510,150	-	1,510,150	(410,979)	(957,448)	141,724	91%
Capital	85,705	-	85,705	-	(77,460)	8,245	90%
	3,044,978	-	3,044,978	(671,373)	(2,012,536)	361,070	88%
Total Fund: 39900	**3,046,978**	**11,000**	**3,057,978**	**(672,063)**	**(2,019,233)**	**366,682**	**88%**
Fund: 60500-Airport Operating							
22000 Information Systems							
Operating Expenditures	37,600	(22,000)	15,600	(1,390)	(9,671)	4,538	71%
	37,600	(22,000)	15,600	(1,390)	(9,671)	4,538	71%
90000 Airport							
Salaries & Benefits	1,273,348	-	1,273,348	(238,928)	(955,681)	78,739	94%
Operating Expenditures	2,285,105	22,000	2,307,105	(261,314)	(1,694,273)	351,519	85%
Capital	1,445,005	-	1,445,005	-	-	1,445,005	0%
Transfers	41,000	-	41,000	-	(1,206)	39,795	3%
	5,044,458	22,000	5,066,458	(500,242)	(2,651,159)	1,915,057	62%
Total Fund: 60500	**5,082,058**	**-**	**5,082,058**	**(501,632)**	**(2,660,830)**	**1,919,596**	**62%**
Report Total	**256,915,945**	**2,864,723**	**259,780,668**	**(37,922,993)**	**(183,085,475)**	**38,772,201**	**85%**

Balance Sheet for Year 2026

as of 6/30/2026

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

Account	Fund Groups				
	General Funds	Road and Bridge	Law Library	Mosquito Control	Airport
Assets					
Cash in Bank	(5,720,633)	14,684,344	(165,510)	1,211,578	(2,735,656)
Cash on Hand	36,130	100	200		100
Investments	104,296,634	37,394,468	140,771	461,785	
Accounts Receivable	11,656,464	4,703,437	244	265,917	464,907
Inventory	11,320	690,650		643,619	94,526
Prepaid	2,005,370	(23,698)	(20)	(1,067)	7,524
Amt Provided/Gen LT Debt					2,064,374
Non-current Assets	12,019,956				
Capital Assets					11,537,363
	124,305,240	57,449,301	(24,314)	2,581,831	11,433,138
Liabilities					
Accounts Payable - Other	(1,738,248)	(1,008,959)	(9,028)	(49,075)	(65,032)
AP-State of Texas Court Costs	(719,466)				
AP-State of Texas Other Liab	(189,808)	(676)	(35)	(2)	(1)
AP-Governmental Entities	(1,294)				
AP-Payroll Liabilities	(6,377,393)	(827,265)	(4,500)	(66,443)	(62,963)
AP Due to Others	(553,088)				
Tax Office Liabilities	(26,781,510)				
Due to Agency Groups	(12,928,315)	(9,041,114)		(262,975)	(71,552)
Non Current Liabilities					(847,778)
	(49,289,122)	(10,878,013)	(13,563)	(378,495)	(1,047,326)
Fund Equity					
Fund Balance	(4,856,077)	(36,740,529)	(10,089)	(1,400,289)	(8,748,999)
Unassigned Fund Balance	(47,761,419)				
	(52,617,496)	(36,740,529)	(10,089)	(1,400,289)	(8,748,999)

Statement of Changes in Fund Balance

as of 6/30/2026

Fund	05/31/2026 Unaudited Fund Balance	Month Ending Jun 30, 2026 Receipts	Disbursements	Transfers In/ (Out)	06/30/2026 Unaudited Fund Balance
Fund 10000-General Fund	82,440,545	6,392,653	(14,365,056)	(46,384)	74,421,758
Fund 10100-General Fund - Construction	(377,881)	-	(46,134)	-	(424,015)
Fund 10200-Juv Prob Fees	8,261	25	-	-	8,286
Fund 10300-Unclaimed Juvenile Restitution	12,466	8	-	-	12,474
Fund 10340-Constable 4 Marine Team	1,033	3	-	-	1,036
Fund 10350-Sheriff Special Response Team	12,308	20	(5,475)	-	6,853
Fund 10351-Sheriff Drone Team	(750)	-	-	-	(750)
Fund 10400-Env Health-Retail Food Permits	(27,596)	8,410	(16,483)	-	(35,668)
Fund 10500-District Clerk Contingency	907,863	2,635	-	-	910,498
Fund 10600-Fire Training Field	13,810	39	(146)	-	13,703
Fund 10700-Parks Special Events	32,358	1,451	(140)	-	33,669
Fund 10710-Parks SFA Special Projects	11,578	82	-	-	11,660
Fund 10850-CPS-Donations	54,117	2,498	-	-	56,615
Total General Fund Group	83,088,114	6,407,822	(14,433,434)	(46,384)	75,016,118
Fund 20000-Road and Bridge Non-Construct	57,417,981	1,099,970	(2,747,919)	-	55,770,032
Fund 20500-Road and Bridge Construction	(8,391,969)	(3)	(806,772)	-	(9,198,745)
Total Road and Bridge Funds	49,026,011	1,099,967	(3,554,691)	-	46,571,288
Fund 39800-Law Library	(28,949)	24,882	(33,810)	-	(37,877)
Fund 39900-Mosquito Control District	2,616,263	33,710	(446,636)	-	2,203,337
Total Special Revenue Funds	2,587,314	58,592	(480,446)	-	2,165,459
Fund 41000-2016 Limited Tax Rfd (2006 CO)	210,917	(2,255)	-	-	208,661
Fund 42000-2021 Gen Oblig Rfd (2012 CO)	225,764	19,269	-	-	245,033
Fund 42100-2018 Cert of Oblig-I,S	787,425	8,505	-	-	795,929
Fund 42200-2021 CO-Courthouse Campus I,S	1,847,174	47,514	-	-	1,894,688
Fund 44000-Toll Road-SH288-I&S	(89,995,814)	601	-	318,500	(89,676,713)
Fund 44100-Toll Road-288EXT-I&S	(30,441,335)	420	-	94,800	(30,346,115)
Fund 45000-Road Bonds-Mobility-I,S	2,715,400	40,660	-	-	2,756,060
Total Debt Service Funds	(114,650,470)	114,714	-	413,300	(114,122,456)

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 09/30/2025 and may be found on the balance sheet report contained in this reporting package.

Statement of Changes in Fund Balance

as of 6/30/2026

Fund 60500-Airport Operating	8,678,997	312,862	(326,836)	-	8,665,023
Total Enterprise Funds	8,678,997	312,862	(326,836)	-	8,665,023
Report Total	**28,729,966**	**7,993,957**	**(18,795,407)**	**366,916**	**18,295,432**

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 09/30/2025 and may be found on the balance sheet report contained in this reporting package.

Transfers for Year 2026

as of 6/30/2026

Fund Group	Transfers In	Transfers Out
Debt Service Funds		
Certificate of Obligation	6,310,141	-
Brazoria County Toll Road	-	8,507,652
Mobility Projects	2,197,511	-
Enterprise Funds		
Airport Fund	-	1,206
Fiduciary, Trust and Agency		
Fiduciary Funds	274,540	274,540
General Fund Group		
General Fund	-	504,629
Restricted Funds	20,000	-
Special Revenue Funds		
Federal Grants	459,434	-
State Grants	25,195	-
Airport State Grants	1,206	-
Report Total	**9,288,027**	**9,288,027**

Debt Service Payment Schedules

Fiscal Year 2026

Limited Tax Refunding Bonds, Series 2016

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

True Interest Cost: 2.207%

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

Unlimited Tax Refunding Bonds, Series 2016

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

True Interest Cost: 2.376%

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

Certificates of Obligation, Series 2018

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

True Interest Cost: 3.496%

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

Debt Service Payment Schedules

Fiscal Year 2026

Unlimited Tax Refunding Bonds, Series 2018

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

True Interest Cost: 2.648%

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

Unlimited Tax Road Refunding Bonds, Series 2020

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

True Interest Cost: 1.721%

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

Debt Service Payment Schedules

Fiscal Year 2026

Certificates of Obligation, Series 2021

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

True Interest Cost: 2.577%

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

Debt Service Payment Schedules

Fiscal Year 2026

Limited Tax Refunding Bonds, Series 2021

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

True Interest Cost: 1.360%

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

Unlimited Tax Refunding Bonds, Series 2021

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

True Interest Cost: 1.340%

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

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.8. **7/28/2026**

Payment of Bills

That the checks payable through Monday, July 27, 2026 be approved for payment in accordance with Local Government Code §115.021.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.9. **7/28/2026**

FY 2026: Additional Funds

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

Amounts below were entered with a PO and do not require an adjustment in PeopleSoft.

	Category	Fund	Dept	Amount
General Fund				
Information Systems	520000 (Operating)	10000	22000	$ 14,882.32
Facilities Management	590000 (Capital)	10000	25000	$ 144,489.82
				$ 159,372.14
Other Funds				
General Fund - Construction	590000 (Capital)	10100	57000	$ 46,134.07
				$ 46,134.07
Road & Bridge Non-Construct	520000 (Operating)	20000	75000	$ 37,800.00
Road & Bridge Construction	590000 (Capital)	20500	75000	$ 190,846.47
				$ 228,646.47

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.10. **7/28/2026**

FY 2026: Line Item Transfer

	Category	Fund	Dept	Amount
Health	520000 (Operating)	10000	45000	($9,020)
Water Lab	520000 (Operating)	10000	45300	$9,020

Transfer needed for laboratory supplies.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.11. **7/28/2026**

FY 2026: Line Item Transfer

	Category	Fund	Dept	Amount
Sheriff	520000 (Operating)	10000	30000	($51,024)
Sheriff	590000 (Capital)	10000	30000	$44,343
Animal Control	590000 (Capital)	10000	30100	($7,930)
Crime Lab	590000 (Capital)	10000	30200	($9,832)
Detention Cente	590000 (Capital)	10000	35000	$24,443

Transfers needed for HVAC and vehicle purchases.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.12. **7/28/2026**

FY 2026: Line Item Transfer

	Category	Fund	Dept	Amount
Road & Bridge	465100 (Donations)	20000	75000	($190,383)
	590000 (Capital)	20000	75000	$190,383

Record donation revenue and capital expenditures related to accepted roads previously approved by Commissioners' Court per the following court date and court order number: June 9, 2026 (H.14).

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.14. **6/9/2026**

Final Acceptance of Roads - Orchard Park Lane Phase 1 Street Dedication - Abstract 417 (Precinct 4)

Whereas, the plat of Orchard Park Lane Phase 1 Street Dedication - Abstract 417 (Precinct 4), was approved by the City of Manvel on November 20, 2020; and filed for record in Brazoria County Official Public Records, County Clerk's File #2023-050168 dated November 7, 2023; 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

Whereas, the period of Maintenance has been successfully completed, said roads shall be accepted into the County Road System for maintenance beginning this day June 9, 2026.

CR #	Street Name	ROW	Length (FT)	Length (Mi)
1249	Orchard Park Lane	80'	492.37	.09

713.380.4420
TBPELS F-1386
TBPELS 10110501
www.LJA.com
1904 West Grand Parkway North, Suite 100, Katy, Texas 77449

Memorandum

To: Brazoria County Municipal Utility District No. 39
c/o Mr. Tim Austin, Allen Boone Humphries Robinson, LLP

From: Hannah J. Horsfield, PE

Copy: TCEQ Regional Office (Houston) (w/ enclosure)
Mr. Russell Bynum, PE, Pomona Phase 5, LLC
Mr. Scott Wright, Pomona Phase 5, LLC

Date: April 22, 2024

Re: Engineer Certificate of Substantial Completion
Construction of the Bridge, Paving and Appurtenances
To Serve Orchard Park Lane Phase 1
Brazoria County Municipal Utility District No. 39
City of Manvel ETJ, Brazoria County
LJA Job No. 2149-8005P (11.1)

Enclosed please find your copy of the Engineer's Certificate of Substantial Completion for the noted project.

If there are any questions, please do not hesitate to call me at 713.380.4425

HJH/vr

ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION

Name of Project: Construction of the Bridge, Paving and Appurtenances to Serve Orchard Park Lane Phase 1

Owner of Project: Brazoria County Municipal Utility District No. 39

Address of Owner: c/o Allen Boone Humphries Robinson, LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027

Type of Facilities Constructed, Contract Identification and Name of Contractor: Bridge, Paving and Appurtenances to Serve Orchard Park Lane Phase 1; LJA Job No. 2149-8005P; Triple B Services, LLP

Consulting Engineer LJA Engineering, Inc.
1904 W Grand Parkway N, Suite 100 Katy, Texas 77494

LJA Project Number: 2149-8005P (11.1)

I certify this Project was substantially completed on November 6, 2023, that the Project was under periodic observation during construction; that all observation of the work was performed by or under the supervision of Hannah J. Horsfield, Licensed/Registered Professional Engineer; that to the best of my knowledge the Project was constructed in accordance with and includes all items in plans and specifications filed with the Texas Commission of Environmental Quality and approved by all authorities having jurisdiction; and "Record Drawings". A final Engineer's Certificate of Completion and "Record Drawings" will be furnished upon final completion of this project.

(SEAL)

(Signature)

Hannah J. Horsfield, PE,
(Type Name, Title and Date Signed)

713.380.4420
TBPELS F-1386
TBPELS 10110501
www.LJA.com
1904 West Grand Parkway North, Suite 100, Katy, Texas 77449

May 15, 2026

The Office of the County Engineer
Brazoria County
451 North Velasco Street, Suite 230
Angleton, Texas 77515

Re: Bridge, Paving and Appurtenances
To Serve Orchard Park Lane Phase 1
Brazoria County MUD No. 39
LJA Job No. 2149-8005P (6.1)

This letter serves to respectfully request the Brazoria County final acceptance of the streets within Orchard Park Lane Phase 1. We also request acceptance into the County's maintenance system as the one-year warranty period has ended. Acceptance of streets within Orchard Park Lane Phase 1 are as follows:

Orchard Park Lane Length = 492.37' Paving Width = 41' R.O.W. Width = 80'

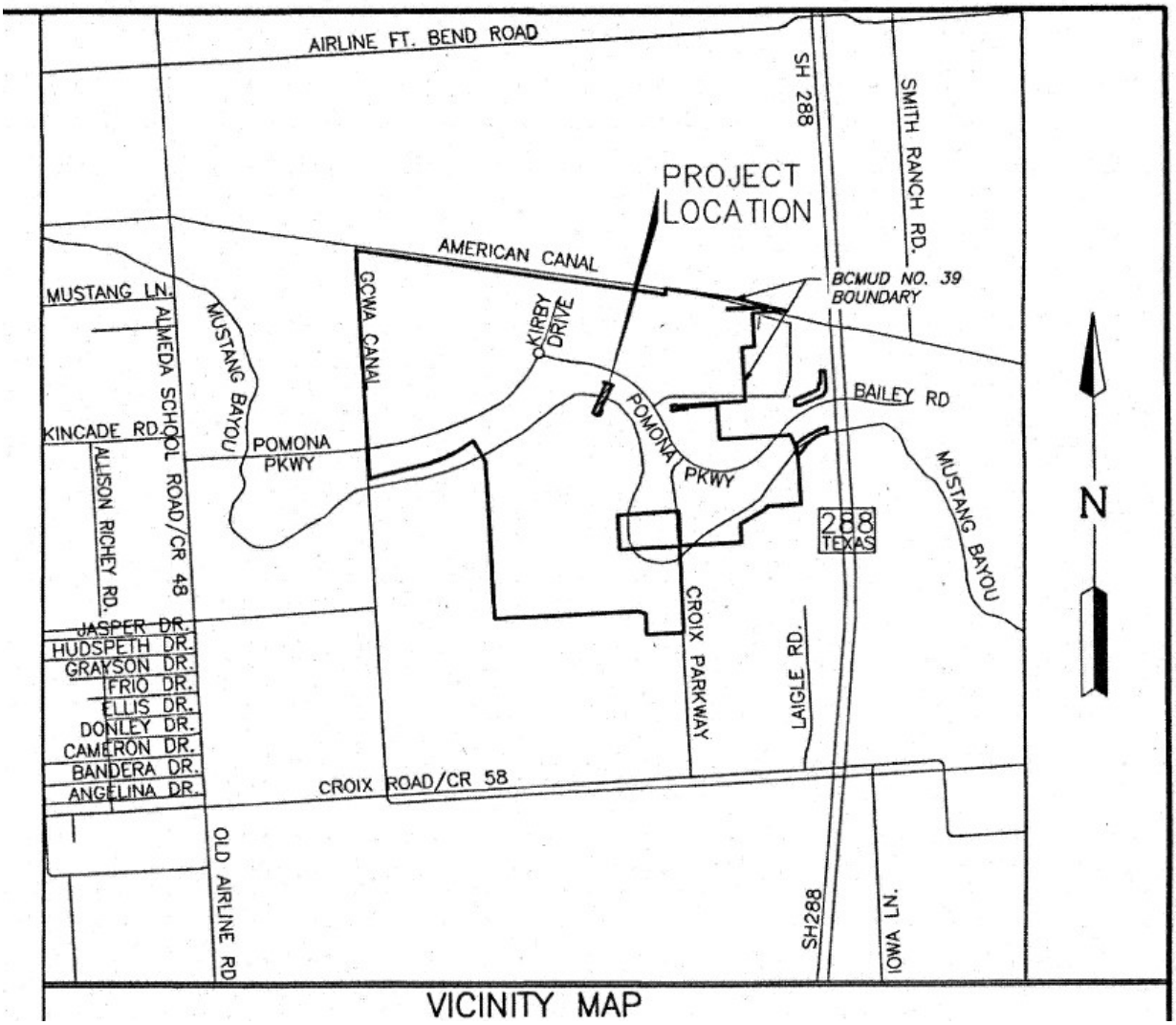
Should you have any questions or need any additional information concerning this project, please call me at 713.380.4425.

Sincerely,

Hannah J. Horsfield, PE
Project Manager

HJH/jb

Copy: Mr. Russell Bynum, MC 288, LLC



VICINITY MAP

STATE OF TEXAS
COUNTY OF BRAZORIA

WE, POMONA PHASE 5, LLC, A TEXAS LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH BRIAN CARLOCK, SENIOR VICE PRESIDENT OF POMONA PHASE 5, LLC, A TEXAS LIMITED LIABILITY COMPANY, OWNERS OF THE PROPERTY SUBDIVIDED IN THE PLAT OF ORCHARD PARK LANE PHASE 1 STREET DEDICATION, 0.951 ACRES OUT OF THE H.T. & B.R.R. CO. SURVEY, SECTION 88 (A.K.A.) R.B. LYLE SURVEY, ABSTRACT 540 AND THE A.C.H. & B.R.R. CO. SURVEY, SECTION 89, ABSTRACT 417, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 10 AND 20 OF SECTION 88 AND A PORTION OF LOT 1 OF SECTION 89 OF THE ALLISON RICHEY GULF COAST HOMES COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98, PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID CORPORATION, ACCORDING TO THE LINES, LOTS, BUILDING LINES, STREETS, ALLEYS, PARKS, AND EASEMENTS AS SHOWN HEREON AND DEDICATE FOR PUBLIC USE AS SUCH, THE STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN HEREON FOREVER, AND DO HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT 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.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11' 6") FOR TEN FEET (10' 0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7' 6") FOR FOURTEEN FEET (14' 0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5' 6") FOR SIXTEEN FEET (16' 0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED, HEREON, WHEREBY EACH AERIAL EASEMENT TOTALS TWENTY-ONE FEET, SIX INCHES (21' 6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10' 0") FOR TEN FEET (10' 0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8' 0") FOR FOURTEEN FEET (14' 0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7' 0") FOR SIXTEEN FEET (16' 0") BACK-TO-BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY EACH AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH.

FURTHER, WE DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF ORCHARD PARK LANE PHASE 1 STREET DEDICATION WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

IN TESTIMONY HERETO, POMONA PHASE 5, LLC, A TEXAS LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY BRIAN CARLOCK, ITS SENIOR VICE PRESIDENT,

THIS 2 DAY OF November, 2020.

BY: POMONA PHASE 5, LLC,
A TEXAS LIMITED LIABILITY COMPANY

BY: _____
BRIAN CARLOCK, SENIOR VICE PRESIDENT

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BRIAN CARLOCK, SENIOR VICE PRESIDENT OF POMONA PHASE 5, LLC, A TEXAS LIMITED LIABILITY COMPANY, 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 AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 2 DAY OF November, 2020.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SHANNON SUSAN DEAR
Notary Public, State of Texas
Comm. Expires 01-22-2022
Notary ID 10935492

WE, TEXAS CAPITAL BANK, A NATIONAL ASSOCIATION, OWNER AND HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOWN AS ORCHARD PARK LANE PHASE 1 STREET DEDICATION, SAID LIEN BEING EVIDENCED BY INSTRUMENT OF RECORD IN THE CLERK'S FILE NOS. 2020018766 & 2020018776 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, DO HEREBY IN ALL THINGS SUBORDINATE OUR INTEREST IN SAID PROPERTY TO THE PURPOSES AND EFFECTS OF SAID PLAT AND THE DEDICATIONS AND RESTRICTIONS SHOWN HEREIN TO SAID SUBDIVISION PLAT AND WE HEREBY CONFIRM THAT WE ARE THE PRESENT OWNERS OF SAID LIEN AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

TEXAS CAPITAL BANK,
A NATIONAL ASSOCIATION

BY: _____

PRINT NAME: Danielle E. Poole

TITLE: Vice President

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Danielle E. Poole, 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 29th DAY OF October, 2020.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

TIFFANY WEBER
Notary Public, State of Texas
Comm. Expires 05-25-2021
Notary ID 131146368

I, KEITH W. MONROE, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE GROUND IN ACCORDANCE WITH THE INFORMATION PROVIDED ME AND CORRECTLY REPRESENTS THE FACTS AS FOUND AT THE TIME OF SURVEY AND IS TRUE AND CORRECT AND THAT ALL BOUNDARY CORNERS, LOT CORNERS, ANGLE POINTS, AND POINTS OF CURVATURE ARE PROPERLY MARKED WITH 5/8 INCH DIAMETER IRON RODS THREE FEET LONG OR AS SHOWN ON THE PLAT.

_____
KEITH W. MONROE, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4797

STATE OF TEXAS
KEITH W. MONROE
4797
REGISTERED
PROFESSIONAL
LAND SURVEYOR

APPROVED BY THE BOARD OF COMMISSIONERS ON Dec. 16, 2020

_____
BRAZORIA DRAINAGE DISTRICT NO. 4

_____
DISTRICT ENGINEER

THE ABOVE HAVE SIGNED THESE PLANS AND/OR PLAT BASED ON THE RECOMMENDATION OF THE DISTRICT'S ENGINEER WHO HAS REVIEWED ALL SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL COMPLIANCE WITH THE DISTRICT'S "RULES, REGULATIONS, AND GUIDELINES". THIS APPROVAL IS ONLY VALID FOR THREE HUNDRED SIXTY-FIVE (365) CALENDAR DAYS. AFTER THAT TIME RE-APPROVAL IS REQUIRED. PLEASE NOTE, THIS DOES NOT NECESSARILY MEAN THAT ALL THE CALCULATIONS PROVIDED IN THESE PLANS AND/OR PLATS HAVE BEEN COMPLETELY CHECKED AND VERIFIED. PLANS SUBMITTED HAVE BEEN PREPARED, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE ENGINEERING IN THE STATE OF TEXAS AND PLAT HAS BEEN SIGNED AND SEALED BY A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF TEXAS, WHICH CONVEYS THE ENGINEER'S AND/OR SURVEYOR'S RESPONSIBILITY AND ACCOUNTABILITY.

BDD4 REF. ID #20128

THIS IS TO CERTIFY THAT THE PLANNING, DEVELOPMENT AND ZONING COMMISSION OF THE CITY OF MANVEL, TEXAS, HAS APPROVED THIS PLAT OF ORCHARD PARK LANE PHASE 1 STREET DEDICATION IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF MANVEL AS SHOWN HEREON AND AUTHORIZES THE RECORDING OF THIS PLAT THIS 9th DAY OF November, 2020

_____
PLANNING, DEVELOPMENT, AND ZONING COMMISSION

METES AND BOUNDS DESCRIPTION:

BEING 0.951 ACRE (41,433 SQUARE FEET) OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY, SECTION 88 (A.K.A.) R.B. LYLE SURVEY, ABSTRACT 540 AND THE A.C.H. & B.R.R. CO. SURVEY, SECTION 89, ABSTRACT 417, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 10 AND 20 OF SECTION 88 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98, OF THE PLAT RECORDS OF SAID BRAZORIA COUNTY, TEXAS (B.C.P.R.), AND A PORTION OF LOT 1 OF SECTION 89 OF SAID ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, SAID 0.951 ACRE (41,433 SQUARE FEET) ALSO BEING A PORTION OF THAT CERTAIN CALLED 219.915 ACRE TRACT (DESCRIBED AS PART 1), A PORTION OF THAT CERTAIN CALLED 2.590 ACRE TRACT (DESCRIBED AS PART 2), BOTH CONVEYED TO POMONA PHASE 5, LLC, BY INSTRUMENT OF RECORD IN FILE NUMBER 2020041936, OF THE OFFICIAL PUBLIC RECORDS OF SAID BRAZORIA COUNTY, TEXAS (B.C.O.P.R.), AND A PORTION OF THAT CERTAIN CALLED 26.948 ACRE TRACT (DESCRIBED AS PART 3), CONVEYED TO POMONA PHASE 5, LLC, BY INSTRUMENT OF RECORD IN FILE NUMBER 2020041935, B.C.O.P.R., SAID 0.951 ACRE (41,433 SQUARE FEET) BEING MORE PARTICULARLY DESCRIBED IN BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1993 ADJUSTMENT)):

COMMENCING FOR REFERENCE AT A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA ENG" MARKING THE NORTHWEST CORNER OF AFOREMENTIONED 2.590 ACRES, SAME BEING THE NORTHEAST CORNER OF POMONA RECREATIONAL CENTER, A SUBDIVISION OF RECORD IN FILE NUMBER 2015032417, B.C.P.R., AND BEING ON THE ARC OF A CURVE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF POMONA PARKWAY (120 FEET WIDE), AS SHOWN ON POMONA PARKWAY AND KIRBY DRIVE STREET DEDICATION, A SUBDIVISION OF RECORD IN FILE NUMBER 2015031770, B.C.P.R.;

THENCE, WITH THE COMMON LINE OF SAID 2.590 ACRES AND SAID POMONA PARKWAY, 206.80 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1455.00 FEET, A CENTRAL ANGLE OF 08° 08' 09", AND A CHORD WHICH BEARS SOUTH 71° 51' 24" EAST, 206.43 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING WITH SAID COMMON LINE, 132.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1455.00 FEET, A CENTRAL ANGLE OF 05° 12' 38", AND A CHORD WHICH BEARS SOUTH 65° 11' 01" EAST, 132.27 FEET TO A POINT FOR CORNER, SAME BEING A POINT OF CUSP;
THENCE, DEPARTING SAID COMMON LINE, 40.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 92° 36' 19", AND A CHORD WHICH BEARS SOUTH 71° 07' 09" WEST, 36.15 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 24° 48' 59" WEST, OVER AND ACROSS SAID 2.590 ACRES, AFOREMENTIONED 26.948 ACRES, AND CROSSING THE NORTHERLY LINE OF AFOREMENTIONED 219.915 ACRES, 355.84 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 39.27 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90° 00' 00", AND A CHORD WHICH BEARS SOUTH 20° 11' 01" EAST, 35.36 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 24° 48' 59" WEST, 60.00 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 39.27 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90° 00' 00", AND A CHORD WHICH BEARS SOUTH 69° 48' 59" WEST, 35.36 FEET TO A POINT FOR CORNER;

THENCE, NORTH 65° 11' 01" WEST, 80.00 FEET TO A POINT FOR CORNER;

THENCE, NORTH 24° 48' 59" EAST, CROSSING THE NORTHERLY LINE OF SAID 219.915 ACRES, AND OVER AND ACROSS SAID 26.948 ACRES, AND CROSSING THE SOUTHERLY LINE OF SAID 2.590 ACRES, 465.84 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 40.41 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 92° 36' 19", AND A CHORD WHICH BEARS NORTH 21° 29' 10" WEST, 36.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.951 ACRE (41,433 SQUARE FEET) OF LAND.

BDD4 SPECIAL NOTES:

1. ANY GOVERNMENTAL BODY FOR PURPOSES OF DRAINAGE WORK MAY USE DRAINAGE EASEMENTS AND FEE STRIPS PROVIDED THE DISTRICT IS PROPERLY NOTIFIED.
2. PERMANENT STRUCTURES, INCLUDING FENCES AND PERMANENT LANDSCAPING, SHALL NOT BE ERECTED IN A DRAINAGE EASEMENT, ACCESS EASEMENT, OR FEE STRIPS.
3. MAINTENANCE OF DETENTION FACILITIES IS THE SOLE RESPONSIBILITY OF THE OWNER OF THE PROPERTY. THE DISTRICT WILL PROVIDE MAINTENANCE OF REGIONAL FACILITIES OWNED AND CONSTRUCTED BY THE DISTRICT, OR SUB REGIONAL FACILITIES CONSTRUCTED BY DEVELOPER(S) FOR WHICH OWNERSHIP HAS BEEN TRANSFERRED TO THE DISTRICT WITH THE DISTRICT'S APPROVAL. THE DISTRICT IS RESPONSIBLE ONLY FOR THE MAINTENANCE OF FACILITIES OWNED BY THE DISTRICT UNLESS THE DISTRICT SPECIFICALLY CONTRACTS OR AGREES TO MAINTAIN OTHER FACILITIES.
4. CONTRACTOR SHALL NOTIFY THE DISTRICT IN WRITING AT LEAST FORTY-EIGHT (48) HOURS BEFORE PLACING ANY CONCRETE FOR DRAINAGE STRUCTURES.
5. THE DISTRICT'S PERSONNEL SHALL HAVE THE RIGHT TO ENTER UPON THE PROPERTY FOR INSPECTION AT ANY TIME DURING CONSTRUCTION OR AS MAY BE WARRANTED TO ENSURE THE DETENTION FACILITY AND DRAINAGE SYSTEM ARE OPERATING PROPERLY.
6. APPROPRIATE COVER FOR THE SIDE SLOPES, BOTTOM AND MAINTENANCE BERM SHALL BE ESTABLISHED PRIOR TO ACCEPTANCE OF THE CONSTRUCTION BY THE DISTRICT. AT LEAST 95% GERMINATION OF THE GRASS MUST BE ESTABLISHED PRIOR TO ACCEPTANCE OF CONSTRUCTION BY THE DISTRICT.
7. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT WITHIN THIS DEVELOPMENT UNTIL THE DETENTION FACILITY HAS BEEN CONSTRUCTED AND APPROVED BY THE DISTRICT.
8. THE DISTRICT'S APPROVAL OF THE FINAL DRAINAGE PLAN (AND FINAL PLAT IF REQUIRED) DOES NOT AFFECT THE PROPERTY RIGHTS OF THIRD PARTIES. THE DEVELOPER IS RESPONSIBLE FOR OBTAINING AND MAINTAINING ANY AND ALL EASEMENTS, FEE STRIPS AND/OR ANY OTHER RIGHTS-OF-WAY ACROSS THIRD PARTIES' PROPERTIES FOR PURPOSES OF MOVING EXCESS RUNOFF TO THE DISTRICT'S DRAINAGE FACILITIES AS CONTEMPLATED BY THE FINAL DRAINAGE PLAN AND FINAL PLAT.
9. DRAINAGE EASEMENTS SHALL BE USED ONLY FOR THE PURPOSES OF CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, REPLACING AND RECONSTRUCTING OF A DRAINAGE FACILITY, AND ANY AND ALL RELATED EQUIPMENT AND FACILITIES TOGETHER WITH ANY AND ALL NECESSARY INCIDENTALS AND APPURTENANCES THERETO IN, UPON, OVER, ACROSS AND THROUGH THE EASEMENT AREA. THE DISTRICT'S SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, WORKMEN AND REPRESENTATIVES SHALL AT ALL PRESENT AND FUTURE TIMES, HAVE THE RIGHT AND PRIVILEGE OF INGRESS AND EGRESS IN, UPON, OVER, ACROSS AND THROUGH THE EASEMENT AREA.
10. ACCESS EASEMENTS SHALL BE USED FOR INGRESS AND EGRESS TO THE DISTRICT'S DRAINAGE FACILITIES AND SHALL BE KEPT CLEAR OF ANY AND ALL OBSTRUCTIONS.

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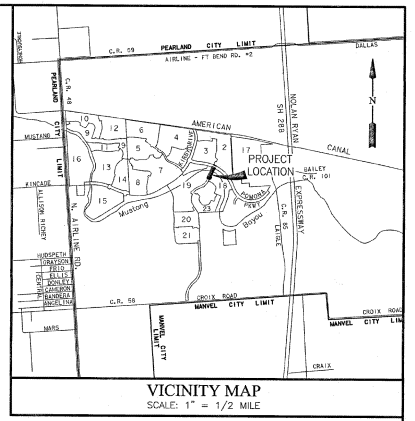
Total Pages: 2



VICINITY MAP
SCALE: 1" = 1/2 MILE

KEY MAP NO. 652C

FINAL PLAT OF ORCHARD PARK LANE PHASE 1 STREET DEDICATION

A SUBDIVISION OF 0.951 ACRES OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY, SECTION 88 (A.K.A.) R.B. LYLE SURVEY, ABSTRACT 540 AND THE A.C.H. & B.R.R. CO. SURVEY, SECTION 89, ABSTRACT 417, BRAZORIA COUNTY, TEXAS, BEING PORTIONS OF LOTS 10 AND 20 OF SECTION 88 AND A PORTION OF LOT 1 OF SECTION 89 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98, PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

0 LOTS 0 RESERVES 0 BLOCKS

OCTOBER 27, 2020 JOB NO. 2149-8005P

OWNER:

POMONA PHASE 5, LLC
A TEXAS LIMITED LIABILITY COMPANY
BRIAN CARLOCK, SENIOR VICE PRESIDENT
3000 TURTLE CREEK BOULEVARD, DALLAS, TEXAS 75219
PH: 972-201-2919

SURVEYOR:

LJA Surveying, Inc.
3600 W. Sam Houston Parkway S. Phone 713.953.5200
Suite 175 Fax 713.953.5026
Houston, Texas 77042 T.B.P.E.L.S. Firm No. 10194382

ENGINEER:

LJA Engineering, Inc.
1904 W. Grand Parkway North Phone 713.953.5200
Suite 100 Fax 713.953.5026
Katy, Texas 77449 FRN-F-1386

SHEET 1 OF 2

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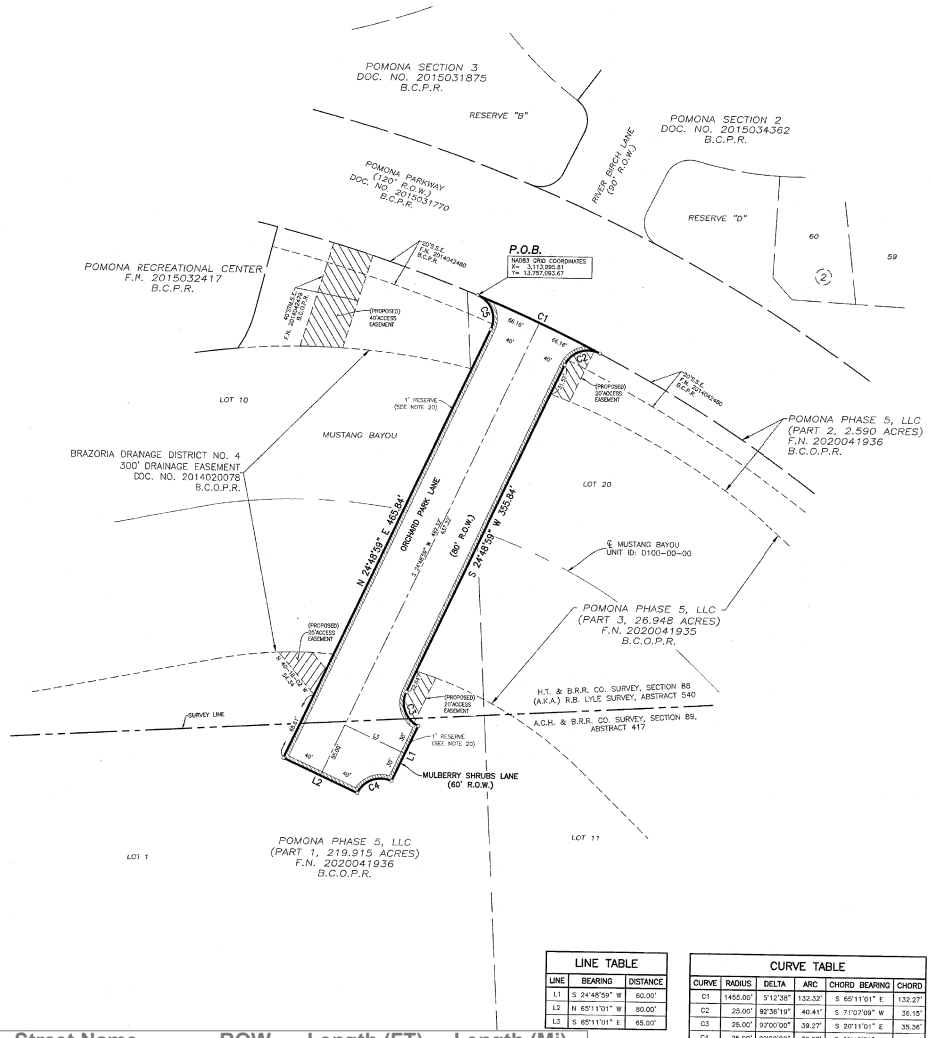
I:\Projects\2149-8005\Engineering\Plat\2149-8005 Plat.dwg, 10/27/2020 1:04:49 PM, Ryan



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 24°48'59" W	60.00'
L2	N 65°11'01" W	80.00'
L3	S 65°11'01" E	65.00'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	1455.00'	5°12'38"	132.32'	S 65°11'01" E	132.27'
C2	25.00'	92°36'19"	40.41'	S 71°07'09" W	36.15'
C3	25.00'	90°00'00"	39.27'	S 20°11'01" E	35.36'
C4	25.00'	90°00'00"	39.27'	S 69°48'59" W	35.36'
C5	25.00'	92°36'19"	40.41'	N 21°29'10" W	36.15'

CR #	Street Name	ROW	Length (FT)	Length (Mi)
1249	Orchard Park Lane	80'	492.37	.09

NOTES:

1. THIS PLAT HAS BEEN PREPARED TO MEET THE REQUIREMENTS FOR THE STATE OF TEXAS, BRAZORIA COUNTY AND THE CITY OF MANVEL.
2. THIS PLAT WAS PREPARED FROM INFORMATION PROVIDED BY STEWART TITLE COMPANY, FILE NO. 954855, DATED OCTOBER 8, 2020. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
3. ALL BEARINGS REFERENCED ARE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE. THE COORDINATES SHOWN ARE GRID AND CAN BE BROUGHT TO SURFACE BY DIVIDING BY AN ADJUSTMENT FACTOR OF 0.99986547.
4. ALL SUBDIVISION COMMON AREAS INCLUDING BUT NOT LIMITED TO DETENTION FACILITIES, EASEMENTS AND OPEN SPACES WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE MAINTAINED BY A HOMEOWNERS ASSOCIATION, COMMERCIAL PROPERTY ASSOCIATION OR OTHER ENTITY AND SHALL NOT BE THE RESPONSIBILITY OF THE CITY OF MANVEL OR BRAZORIA COUNTY.
5. FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "LJA SURVEY" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS. LOT, BLOCK, AND RESERVE CORNERS WILL BE SET UPON COMPLETION OF ROAD CONSTRUCTION AND PRIOR TO LOT CONSTRUCTION.
6. BENCHMARK: A BRASS DISK STAMPED M 668 RESET, LOCATED 2.35 MILES NORTHEASTERLY ALONG F.M. 521 FROM THE INTERSECTION OF STATE HIGHWAY 6 IN ARCOLA, AND APPROXIMATELY 0.40 MILE SOUTH WESTERLY FROM THE CROSSING OF THE AMERICAN CANAL AND F.M. 521, AT FRESNO. THE BRASS DISK IS IN THE EASTERLY RIGHT-OF-WAY OF F.M. 521, AT THE JUNCTION OF DALLAS ROAD, SET IN THE TOP OF A CONCRETE HEADWALL, 39.0 FEET EAST OF THE CENTERLINE OF F.M. 521, 13.0 FEET SOUTH OF THE CENTERLINE OF DALLAS ROAD, AND 1.8 FEET EAST OF THE WEST END OF THE CONCRETE HEADWALL, AND IS APPROXIMATELY LEVEL WITH THE HIGHWAY AND THE ROAD.

   ELEV. = 71.52 FEET, NGVD-29 (1978 ADJ.)
7. BDD4 BENCHMARK: A BRASS DISK STAMPED "WU-1" SET ON THE DOWNSTREAM SIDE OF A CONCRETE BRIDGE AT COUNTY ROAD 84 AND MUSTANG BAYOU AT STREAM CENTERLINE, EAST SIDE OF COUNTY ROAD 84, IN KEY MAP 652O NEAR UNIT D100-00-00.

   ELEV. = 62.31 FEET, NAVD-88 (2001 ADJ) (ADD 1.65 FEET FOR NGVD-29 (1978 ADJ))
8. TBM INDICATES TEMPORARY BENCHMARK: A BRASS DISK IN CONCRETE LOCATED +/- 607 FEET WEST OF THE SOUTH BOUND SERVICE ROAD OF STATE HWY 288 AND +/- 55 FEET NORTH OF THE NORTHERLY EDGE OF PAVEMENT OF COUNTY ROAD 101.

   ELEV. = 63.64 FEET, NGVD-29 (1978 ADJ.)
9. THIS TRACT LIES IN ZONE "X" AND ZONE "AE" OF THE FEMA FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, TEXAS, DATED JUNE 5, 1989, MAP NO. 48039C0020H, AND REVISED BY LETTER OF MAP REVISION (CASE NO. 17-06-3110P, EFFECTIVE JUNE 29, 2018).

   ALL FLOODPLAIN INFORMATION NOTED IN THE PLAT REFLECTS THE STATUS PER THE FEMA FIRM MAP THAT IS EFFECTIVE AT THE TIME THE PLAT IS RECORDED. FLOODPLAIN STATUS IS SUBJECT TO CHANGE AS FEMA FIRM MAPS ARE UPDATED.
10. ANY CONSTRUCTION PROPOSED TO BE INSTALLED WITHIN A PROPERTY EASEMENT WITH PRESCRIBED RIGHTS TO A PRIVATE ENTITY MAY REQUIRE THE PERMISSION OF THE PRIVATE ENTITY PRIOR TO THE START OF CONSTRUCTION. FAILURE TO SECURE SUCH PERMISSION MAY RESULT IN THE RIGHT HOLDER(S) OF THE EASEMENT REMOVING ANY UNAPPROVED PAVEMENT, STRUCTURES, UTILITIES OR OTHER FACILITIES LOCATED WITHIN THE EASEMENT. THE RESPONSIBILITY OF SECURING APPROVAL FROM THE PRIVATE ENTITIES TO BUILD WITHIN AN EASEMENT IS SOLELY THAT OF THE OWNER.
11. ANY PROPOSED DRAINAGE SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE CITY OF MANVEL AND BRAZORIA DRAINAGE DISTRICT NO. 4.
12. THIS PROPERTY IS LOCATED WITHIN BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 39, THE CITY OF MANVEL ETJ, ALVIN INDEPENDENT SCHOOL DISTRICT AND BRAZORIA DRAINAGE DISTRICT NO. 4, AT THE TIME OF PLATTING.
13. ALL LANDSCAPING AND STRUCTURES, INCLUDING FENCES AT INTERSECTIONS SHALL CONFORM TO THE CITY OF MANVEL AND AASHTO SITE DISTANCE REQUIREMENTS FOR MOTORISTS.
14. BOUNDARY CLOSURE CALCULATIONS IS AT LEAST 1:15,000.
15. SIDEWALKS SHALL BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT OR LOT.
16. THE FINAL PLAT WILL EXPIRE TWO (2) YEARS AFTER FINAL APPROVAL BY PD&Z, IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO-YEAR INITIAL PERIOD OR THE ONE-YEAR EXTENSION PERIOD GRANTED BY PD&Z.
17. BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION PONDS, HAVE BEEN CONSTRUCTED.
18. THERE ARE NO PIPELINES OR PIPELINE EASEMENTS WITHIN THE BOUNDARY OF THIS PLAT.
19. THE DEVELOPMENT REGULATIONS AND CITY PERMITS ARE REQUIRED ON ALL PROPERTY.
20. 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 CONDITION OF THIS DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RESUBDIVIDED IN A RECORDED SUBDIVISION 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.
21. THE FOLLOWING DEVELOPMENT AGREEMENTS WITH THE CITY OF MANVEL APPLY TO THIS PLAT:

    DEVELOPMENT AGREEMENT, EFFECTIVE MARCH 13, 2006

    1ST AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE SEPTEMBER 9, 2013

    2ND AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE JANUARY 26, 2015

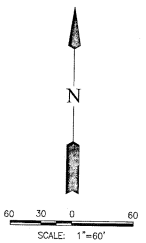
    3RD AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE MARCH 1, 2016

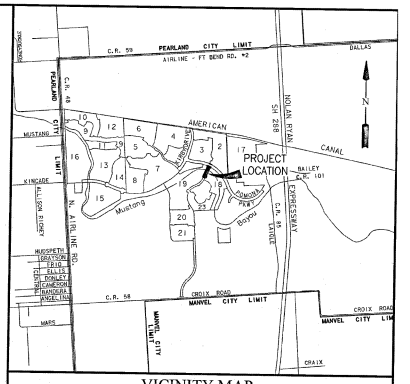
    4TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE AUGUST 22, 2016

    5TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE JUNE 4, 2018

    6TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE DECEMBER 16, 2019
22. A 2-YEAR MAINTENANCE BOND WILL BE REQUIRED FOR CONSTRUCTED IMPROVEMENTS.

2023050168
Brazoria County - Joyce Hudman, County Clerk
11/07/2023 02:01 PM
Total Pages: 2
Fee: 222.00
Joyce Hudman





VICINITY MAP
SCALE: 1" = 1/2 MILE

KEY MAP NO. 652C

LEGEND

EXIST.	INDICATES EXISTING
U.E.	INDICATES UTILITY EASEMENT
STM.S.E.	INDICATES STORM SEWER EASEMENT
W.L.E.	INDICATES WATER LINE EASEMENT
S.S.E.	INDICATES SANITARY SEWER EASEMENT
D.E.	INDICATES DRAINAGE EASEMENT
B.C.P.R.	INDICATES BRAZORIA COUNTY PLAT RECORDS
B.C.D.R.	INDICATES BRAZORIA COUNTY DEED RECORDS
B.C.C.F.	INDICATES BRAZORIA COUNTY CLERKS FILE
B.C.O.R.	INDICATES BRAZORIA COUNTY OFFICIAL RECORDS
B.C.O.P.R.	INDICATES BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS
F.N.	INDICATES FILE NUMBER
VOL.	INDICATES VOLUME
PG.	INDICATES PAGE
P.O.B.	INDICATES POINT OF BEGINNING
R.O.W.	INDICATES RIGHT-OF-WAY

FINAL PLAT OF
ORCHARD PARK LANE PHASE 1
STREET DEDICATION

A SUBDIVISION OF 0.951 ACRES OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY, SECTION 88 (A.K.A.) R.B. LYLE SURVEY, ABSTRACT 540 AND THE A.C.H. & B.R.R. CO. SURVEY, SECTION 89, ABSTRACT 417, BRAZORIA COUNTY, TEXAS, BEING PORTIONS OF LOTS 10 AND 20 OF SECTION 88 AND A PORTION OF LOT 1 OF SECTION 89 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98, PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

0 LOTS 0 RESERVES 0 BLOCKS

OCTOBER 27, 2020 JOB NO. 2149-8005P

OWNER:

POMONA PHASE 5, LLC
A TEXAS LIMITED LIABILITY COMPANY
BRIAN CARLOCK, SENIOR VICE PRESIDENT
3000 TURTLE CREEK BOULEVARD, DALLAS, TEXAS 75219
PH: 972-201-2919

SURVEYOR:
LJA Surveying, Inc.
3600 W. Sam Houston Parkway S.
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
T.B.P.E.L.S. Firm No. 10194382

ENGINEER:
LJA Engineering, Inc.
1904 W. Grand Parkway North
Suite 100
Katy, Texas 77449
Phone 713.953.5200
Fax 713.953.5026
FRN-F-1386

Date\Time - Thu, 02 Dec 2021 - 7:35am

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.13. **7/28/2026**

Brazoria County Community Development Program Year 2026 Annual Action Plan

Approve the Brazoria County Community Development Program Year 2026 (PY2026) Annual Action Plan. This plan details the proposed use of Community Development Block Grant (CDBG) and HOME Investment Partnerships Grant (HOME) program funds. Also included in this plan are the projects and locations that are eligible based on federal program regulations. This plan will be submitted to the U.S. Department of Housing and Urban Development for their review and approval.

Further, the Court authorizes the County Judge to sign the certifications and any documents to effectuate the submission and approval of this Annual Plan.

PY 2026
Annual Action Plan

Brazoria County
Community Development
Brazoria County, Texas

Commissioners' Court

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

Jay Burridge, Pct. 1

Ryan Cade, Pct. 2

Stacy Adams, Pct. 3

David Linder, Pct. 4

Submitted to Brazoria County Commissioner's Court

July 28, 2026

PROGRAM YEAR 2026 PROPOSED PROJECTS

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Holiday Lakes- Street Improvements	$123,500.00
Lake Jackson- Park Improvements	$220,000.00
Sweeny -Street Improvements	$166,500.00
West Columbia- Drainage Improvements	$166,500.00
Surfside Village - Water Improvements	$213,347.40
GMZ Education Development Center- Public Facility Improvement (Generator)	$60,000.00
INFRASTRUCTURE SUBTOTAL:	**$949,847.40**
ActionS Homebound Meals	$25,000.00
ActionS Transportation	$25,600.00
Boys & Girls Club Prevention Program – Pct. 1	$4,000.00
Boys & Girls Club Prevention Program – Pct. 2	$6,000.00
Boys & Girls Club Prevention Program – Pct. 3	$4,000.00
Boys & Girls Club Prevention Program – Pct. 4	$5,000.00
Boys & Girls Club Prevention Program- Juvenile Probation	$19,500.00
Brazosport Cares Food Pantry	$20,000.00
Brazosport Cares Food Pantry-Sweeny	$7,000.00
Counseling Connections for Change	$25,000.00
Dream Center	$19,695.00
Gathering Place Alzheimer Program	$14,700.00
Junior Achievement – Pct. 1	$4,000.00
Junior Achievement – Pct. 4	$4,100.00
Refuge for Women	$20,600.00
BCCD- Emergency Rent/Utility Assistance	$15,000.00
PUBLIC SERVICE SUBTOTAL:	**$219,195.00**
General Administration	$292,260.60
2026 CDBG PROGRAM TOTAL:	**$1,461,303.00**

HOME PROGRAM

Housing Rehabilitation/Reconstruction Program	$353,155.59
HOME CHDO	$70,631.12
HOME General Administration	$47,087.41
2026 HOME PROGRAM TOTAL:	**$470,874.12**
TOTAL PY2026 Funding:	**$1,932,177.12**

BRAZORIA COUNTY PROGRAM YEAR 2026 ANNUAL ACTION PLAN

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Brazoria County through the Brazoria County Community Development Department supports low- and moderate-income communities and households by managing the funding for public infrastructure, public facilities, public services, and housing activities through the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs. Brazoria County will receive $1,461,303 in CDBG funding, and $470,874.12 in HOME funding for Program Year 2026 which begins October 1, 2026, and ends September 30, 2027. As required by the U.S. Department of Housing and Urban Development (HUD), the purpose of Brazoria County's Annual Action Plan is to identify and describe eligible projects to be carried out with Program Year 2026 (PY 2026) funds. For PY 2026, infrastructure and facility projects include park improvements, road improvements, drainage improvements, water improvements and one public facility improvement to install a generator. Various Public Service agencies will help families with food, mental health care, rental/utility assistance, transportation, youth programs, and transitional housing; and Brazoria County Community Development will operate programs that assist eligible homeowners with home repairs and reconstruction.

2. Summarize the objectives and outcomes identified in the Plan

Brazoria County's objective is to reduce homelessness, improve housing, living environments and economic opportunities. These objectives will be addressed by funding projects that will positively affect the low- and moderate-income (low/mod) residents of Brazoria County by improving access, services, and their neighborhoods. Projects funded this year will include food, transportation, youth services, health services, and rent/utility assistance, as well as, upgrading water lines, park improvements, road and drainage improvements, generator installation on a limited clientele facility, and homeowner rehabilitation.

3. Evaluation of past performance

With the exception of general administration fees, Brazoria County utilizes 100% of its allocation for projects that qualify under the low/mod income category. At the time of the Action Plan submission, the County had not met timeliness with more than $400,000 remaining to spend to meet the annual timeliness measure. Several public facility and improvement projects from 2024 and 2025 had yet to start placing the county in a slow spending situation. The amount of un-liquidated obligations for CDBG funds was **$2,709,425** (Balance from PR56 report dated 7/14/2026) or **1.9%** of the unadjusted draw ratio. CDBG funds have assisted participating Cities and unincorporated areas of the County improve substandard infrastructure, upgrade parks, build or improve community and/or senior centers, eradicate areas of slum and blight, provide food and subsistence payments to help minimize the impact of a family's financial hardship, provide youth services and job training. HOME funds have helped individuals provide for their families by assisting them in obtaining their first home or to help low/mod homeowners make critical repairs and/or full reconstruction of their dilapidated homes. Brazoria County prides itself for meeting, and normally exceeding, most of the activity goals it sets out to achieve. In addition, 100% of these funds were allocated to projects with high priority needs.

Brazoria County's fiscal and program year closes on September 30th each year. Performance is reported and evaluated annually in the Consolidated Annual Performance and Evaluation Report (CAPER). The performance information provided below is taken from the most recent Program Year 2024 CAPER. Brazoria County met its spending and performance objectives during the program year and completed numerous activities supporting Consolidated Plan objectives including:

- **Affordable Housing Objectives** –HOME funds were utilized to complete two (2) rehab/reconstruction projects.
- **Homeless Objectives** –53 persons were assisted in maintain housing through rent and utility assistance with CDBG funding preventing homelessness.
- **Non-housing Community Development Objectives** – Public Facility projects included water/road/drainage projects. Public Service projects are services that a particular agency carried out. A brief description projects are stated below:

Public Facility/Infrastructure Objectives –Funds in the amount of $442,657.99 were expended on 16 projects that included water, street, and drainage improvements serving more than 4,213 persons. Four (4) of the 16 projects were completed during the last program year.

Public Service Objectives –Funds in the amount of $218,608.02 were expended on 16 projects benefiting more than 2,200 persons and households. Some of the agencies that were funded included: ActionS homebound meal and transportation programs for seniors; The Boys and Girls Club's Prevention program for at-risk youths; Counseling Connections; Dream Center Back to

School Bash; Junior Achievement's youth program; Brazosport Cares food pantry program; Salvation Army subsistence payments; and The Gathering Place's Alzheimer and Dementia activities.

Brazoria County also received HOME-ARP funds, of which $79,210 was expended to provide housing stability services to 270 HOME-ARP qualifying households. Additionally, the County has committed HOME-ARP funding construction of a non-congregate shelter on the north side of the County, which was under environmental review during the last performance period.

Other Non-Entitlement Program Evaluation

Brazoria County also administers Community Development Block Grant- Disaster Recovery (CDBG-DR) and CDBG- Mitigation (CDBG-MIT) funding. Below is a summary of other accomplishments by priority need area that contributed to meeting Consolidated Plan objectives:

Priority Need: Disaster Mitigation and Recovery

- CDBG-DR Hurricane Harvey—Brazoria County is also implementing road and drainage improvement projects using CDBG-DR funding in response to severe flooding from Hurricane Harvey in 2017. Of the $10.9 million in funding, $136,726.28 was expended in the last fiscal/program year through 9/30/2025; leaving a balance of $9.3 million to be expended on two recovery projects (Hastings Phase II; and Wild Peach Drainage Improvements. The County was also awarded Harvey reallocated funding of $533K for projects with the City of Brazoria and Village of Surfside Beach. Those projects are in design and will be construction by the end of calendar year 2026.
- CDBG Mitigation (CDBG-MIT) -- Brazoria County has received its contract with the Texas General Land Office for $43.3 million in mitigation funding to support mitigation activities across the county including projects within the cities of Brazoria, West Columbia, Sweeny, Hilcrest Village and Danbury.

4. Summary of Citizen Participation Process and consultation process

All public hearings are advertised in the Brazosport Facts and La Voz (when timing permits), as well as on the County's website, for public comment. If Spanish translation is not published in La Voz, a Spanish version is published in The Facts and on the website to ensure engagement of with LEP populations.

Public hearings for the PY26 Annual action Plan was held at the Brazoria County East Annex, on June 30th, at 5:30 PM, and on July 9th at 10 AM. Hosting meetings at various times allows County residents options to attend and comment on the plan. The draft Action Plan and hearing date

and time are also posted on the County website which allows the public the opportunity to review prior to the hearing. Additionally, the County met its obligation to host at least two public hearings at separate times during the program year by previously hosting the CAPER and community development needs public hearing on November 19, 2025, to obtain citizen input on housing and community development needs in Brazoria County.

In all postings for citizen participation, reasonable accommodations will be provided upon request. This includes non-English speaking individuals, handicapped individuals, individuals needing sign language interpretation, and/or any other accommodation requests. The Community Development office has access to a Spanish interpreter, which is the next primary language in Brazoria County. All meetings locations are fully handicap accessible.

The participation of citizens and professionals is crucial to the process of planning for a community. Even after the adoption of a plan, it is important that avenues be made available for necessary changes or additions. Brazoria County residents will be encouraged to participate throughout all stages of planning, review, and execution of community development activities.

5. Summary of public comments

Any comments received during any of the meetings or at any time during the comment period, will be followed up by the CD Department with a response and possibly a consultation with HUD regarding any issues, if applicable, that arise from such comments. Procedures are followed to address the concerns of the public. No comments were received during the public comment period.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments are rejected or ignored. If comments are received, they are treated with the utmost importance for a response by phone or face to face visit with the commenter to gather further information so that the information can be processed and reviewed. No comments impacted the information or the projects proposed for funding in the Action Plan.

7. Summary

Brazoria County will use CDBG and HOME funds to address the highest priority needs in the County and participating cities. The aim is to make the greatest impact possible on the housing and living conditions of low- to moderate-income residents.

Damage from natural disasters, high unemployment and underemployment rates, the age of the housing and infrastructure, and the lack of available social services are the major concerns of Brazoria County residents and officials alike. Funding for public facility and infrastructure

improvements in eligible areas, along with housing, homeless services and social services for low- to moderate-income families throughout the County will be the primary strategy in this year's Action Plan to complete the 5-year goals set forth in Brazoria County's 2025-2029 Consolidated Action Plan, of which this annual plan is the last.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Brazoria County	Community Development & Welfare
HOME Administrator	Brazoria County	Community Development & Welfare

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

Brazoria County Community Development Department is located at 1524 E. Mulberry, Suite 162, Angleton, TX 7515. For questions, comments, or concerns regarding the Consolidated Plan or any subsequent Annual Action Plan, primary contact is Daphne Lemelle at (979) 864-1860, by email at DaphneL@brazoriacountytx.gov, or at the office located above between the hours of 8 a.m. and 5 p.m. The office is closed from 12-1 for lunch.

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

Introduction

Brazoria County promotes coordination and consultation between public and assisted housing providers and governmental health, mental health and service agencies throughout the program year. Brazoria County's service area includes the unincorporated areas of the County as well as the incorporated areas of Alvin, Angleton, Bailey's Prairie, Bonney, Brazoria, Brookside Village, Clute, Danbury, Freeport, Holiday Lakes, Jones Creek, Lake Jackson, Manvel, Oyster Creek, Richwood, Sandy Point, Sweeny, Surfside and West Columbia. The incorporated areas of Hillcrest Village, Iowa Colony, Liverpool, Pearland, and Quintana, which are in the urban county area, have opted out of participation in the County allocation, or receive their own allocation of CDBG funding..

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

Brazoria County's Community Development (BCCD) and Housing Agency (BCHA) are managed under the same leadership team and staff which allows coordination to easily occur between the two departments. While Brazoria County does not own public housing developments, and is Housing Choice Voucher only housing agency, BCCD and BCHA work closely with the community in advocating for increased affordable housing options in the county by partnering with many public and private agencies, as well as attending community resource events throughout the year. Additionally, staff work with developers interested in developing affordable housing, including those filing for Low-Income Housing Tax Credits or Section 202/811 funds.

Coordination is further increased through use of a direct referral portal, *Elevations*, in collaboration with the Community Health Network. This portal enhances coordination by allowing agencies to share information and make direct referrals for services. For mental health services, the County partners with Gulf Coast Center, the region's mental health agency providing services to residents with mental health and/or substance use disorders and intellectual disabilities, as well as disaster response services and a jail diversion program. The Gulf Coast Center also maintains an HIV outreach and case management program. For transportation services, the County coordinates with the Gulf Coast Transit District which provides on-demand low cost transportation through most of the county, particularly for the elderly and disabled.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Homeless Coalition of Brazoria County is part of the Texas Homeless Network's Balance of State Continuum of Care program (THN). BCCD and BCHA are members of the Homeless Coalition and actively participate in regular meetings to ensure housing resources and services are being directed to the most vulnerable. Locally, the County and local agencies serving the homeless are able to coordinate and collaborate at a higher level within Brazoria County. Coordination occurs through the Homeless Coalition meeting which includes representative agencies serving chronically homeless, homeless and at-risk homeless, homeless veterans, and youth aging out of foster care. BCCD has historically supported shelter services in the county. Currently, there are only 3 shelters in Brazoria County; two are domestic violence shelters operated by Women's Center of Brazoria County and the other is for general homeless populations operated by Salvation Army. Additionally, Brazoria County through the Housing Agency has applied for, received and administers housing stability vouchers (SV) and Foster Youth to Independence (FYI) vouchers which targets housing to homeless and at-risk homeless persons in the county, which requires regular coordination with our partners for referrals to the waitlist for these programs. Brazoria County through the Brazoria County Community Development Department maintains open contact with the THN and regularly consults with the Homeless Coalition and THN on strategies for funding opportunities, improving services, coordinated entry and increasing housing resources for vulnerable and homeless populations in Brazoria County.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS.

Brazoria County staff attends the monthly Homeless Coalition meetings. With the establishment of a homeless coalition focused solely on Brazoria County, there is better coordination between the County and the other participants in the coalition. As the homeless population changes, so will the needs and the way we address, assess, and assist the population to the best of the Coalition's ability. Brazoria County no longer receives ESG funds therefore we no longer develop nor maintain performance standards for ESG funds, but we do still utility HMIS and maintain procedures for its use for SV referrals and for the HOME-ARP program.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities.

Brazoria County worked with Salvation Army to begin to address the needs at their shelter. Due to the overwhelming volume of clients they see, the condition of the facilities has shown the wear. Community Development staff also attends various social service meetings and gathers

information and comments on the processes of our department and the County as a whole in addressing the various needs of families.

Brazoria County Community Development and the Brazoria County Housing Agency is organized under the same leadership and management which allows for seamless consultation in the action plan process regarding the housing needs of Brazoria County residents.

1	**Agency/Group/Organization**	TEXAS HOMELESS NETWORK
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted with Texas Homeless Network representatives, regarding EHVs, SVs, various policies and procedures, addressing homeless needs, HMIS programming, Brazoria County gaps, needs, State ESG funding resources and performance measures. Any discussion with other agencies always benefits the program with various strategies and outcomes.
2	**Agency/Group/Organization**	UNITED WAY OF BRAZORIA COUNTY
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-Homeless Services-Health Services-Education Services-Employment Services - Victims
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Attended meetings to review Coordinated Entry policies, assessment process, various needs within the County, and collaborative grant opportunities to increase services to vulnerable populations. Also, coordinated regarding outreach and engagement activities to benefit county residents. With the utilization of the Coordinated Entry process and the new Emergency Housing Vouchers and Stability Vouchers, Brazoria County hopes to assist more homeless families.
3	**Agency/Group/Organization**	Brazoria County Center for Independent Living (BCCIL)
	Agency/Group/Organization Type	Services-Disabled Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	BCCIL is regularly consulted regarding needs of persons with disabilities in Brazoria County. BCCD makes presentations to BCCIL staff and consumers and received feedback regarding service needs of community members. Through regular communication BCCD will increase its understanding of the needs of persons with disabilities in the county.
4	**Agency/Group/Organization**	BRAZORIA COUNTY HOUSING AGENCY
	Agency/Group/Organization Type	Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Brazoria County Housing Agency included an option of a homeless preference to the waiting list. BCHA has shown the need for more affordable housing in the area. BCHA approaches new apartment complexes about the need for affordable units, but unfortunately, many tax credit property's rents are not affordable to the voucher holder. With the new allocation of Emergency Housing Vouchers specifically to address the homeless or at-risk of homelessness, BCHA hopes to help with this population.
5	**Agency/Group/Organization**	Gulf Coast Center
	Agency/Group/Organization Type	Services – Mental Health Services

	What section of the Plan was addressed by Consultation?	Non-housing Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Gulf Coast Center is the mental health authority serving Brazoria and Galveston Counties. BCCD consults with Gulf Coast Center regularly through meetings, conference calls and through a newly formed Community Advisory Board. GCC advised BCCD on the needs of persons experiencing mental health crises, including both the housing, homeless and service needs of such populations. Through regular and planned communication and meetings, BCCD will increase its understanding of the needs of persons with mental health concerns and improve service coordination with GCC for persons in Brazoria County.

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

There were no agencies that Brazoria County identified that were not consulted during the preparation of this plan.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Texas Homeless Network	1) To have a universal system for intake/ assessment and enhance client information management 2) Coordinate partnerships and resources for homeless services 3) Improve access to homeless services with outreach and education 4) Prevent individuals and families from becoming homeless
State Disaster Recovery Plan	Texas General Land Office	Flood Mitigation and Housing are the main goals in the 2016 State Disaster Recovery Action Plan, and the 2017 Harvey Action Plan, which is consistent with the goals of our Consolidated/Action Plan. Brazoria County is working with GLO to utilize the funding provided to address the needs established in those goals.
State of Texas CDBG Mitigation Action Plan: Building Stronger for a Resilient Future	Texas General Land Office	Implementing structural and non-structural projects, programs and partnerships to reduce risks and impacts of future natural disasters is the goal of the CDBG Mitigation Action Plan. Brazoria County has aligned its goals with the plan and is implementing local mitigation projects to increase resiliency to future natural disasters.

Table 3 – Other local / regional / federal planning efforts

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

In general, the citizen participation and consultation activities are an on-going element of managing the HUD programs. The Community Development Department staff is available throughout the year to discuss programs and receive public comments, questions and feedback about the programs. When public comments are actively being solicited, such as during the development of local funding priorities and strategies, the development of annual Action Plan, and the development of the Consolidated Annual Performance and Evaluation Report (CAPER), reasonable advance notice is provided in English and Spanish through the County's website (www.brazoria-county.com), in the general circulation newspaper (The Facts) and in the Spanish paper (La Voz) if timing allows. Public hearings are held at the East Annex. The staggered times of the meetings allows County residents various opportunities to address their concerns with a time that fits into their schedule.

Citizen Participation Outreach

Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of Comments received	Summary of comments not accepted and reason	URL (If applicable)
Advertisement in English newspaper (The Facts) 6/16/2026	All Citizens	TBD	TBD	N/A	
Posting on County Website 6/16/2026	All Citizens	TBD	TBD	N/A	http://brazoriacountytx.gov/departments/housing-and-urban-development
Public Hearing -11/19/25	All Citizens	TBD	TBD	N/A	Evening Meeting—5:30 pm
Public Hearing- 6/30/2026	All Citizens	TBD	TBD	N/A	Evening Meeting- 5:30 pm
Public Hearing 7/9/2026	All Citizens	TBD	TBD	N/A	Morning Meeting- 10:00 am

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Brazoria County will use its PY 2026 CDBG and HOME allocations, to fund infrastructure, public facilities, housing activities, and public services activities. The County does not have CDBG program income, but, on occasion, will have HOME recapture funds, which will be used for HOME-eligible activities. Recapture funds are expended before allocation funds are spent to ensure program timeliness.

The County continues to seek agencies with a willingness and capacity to become a CHDO and develop housing with the CHDO set-aside funds. The County also continues to seek additional public service agencies to serve the low- to moderate-income residents. Through the Brazoria County Homeless Coalition, which is a member of The Balance of State Continuum of Care (CoC), as known as the Texas Homeless Network (THN), the county will support funding applications for HUD CoC funding to support local homeless response programs. As the County is no longer receiving a direct allocation of ESG funding.

This is the second year of the 5-Year Consolidated Planning period, the below table is reflective of the final funding that has been available to meet the needs identified in the 2025-2029 Consolidated Plan.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Current Year				Expected Amount Available Remainder of Con Plan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	Federal	Infrastructure, Public Facility, Public Services, General Admin	$1,461,303	$ 0.00	$0	$1,461,303	$3,959949	This is the second year of the 5-year Consolidated Plan (2025-2029). Expected remaining expenditures based on reducing remaining annual allocations by 5% each year.
HOME	Federal	Homeowner Rehab/reconstruction, General Admin	$470,874.12	$ 0	$0.00	$470,874.12	$1,275,406	This is the second year of the 5-year Consolidated Plan (2025-2029). Expected remaining expenditures based on reducing remaining annual allocations by 5% each year.

Table 3 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Federal Funds will be leveraged with private, local and/or City funds in order to complete, create, and/or expand projects and services throughout Brazoria County. Habitat for Humanity (HfH) and the SETH bond for Costa Verde provide matching funds for Brazoria County's HOME program. Additional match dollars come through eligible matching grants and waived permit/filing fees. Homes built by HfH use donations, sweat equity, and in-kind professional services.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

No publicly owned land or property is expected to be used to address the needs in the plan.

Discussion

Brazoria County will use CDBG, HOME, County, City, and private funds in order to maximize the resources to address the priority needs of the low- to moderate-income residents of the participating areas of the County. Infrastructure, public services, public facilities, housing assistance, and homeless services will be the primary areas of funding for PY 2026.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Category	Needs Addressed	Funding	Goal Outcome Indicator
1	**Infrastructure Improvements (6)**				
1-1	Street Improvements (03K)	Non-Housing Community Development	Public Infrastructure Imp. - Street Improvements	CDBG: $123,500	950 persons assisted with improved public infrastructure SLE/AA
1-2	Street Improvements (03K)	Non-Housing Community Development	Public Infrastructure Imp. - Street Improvements	CDBG: $166,500	89 persons assisted with improved public infrastructure SLE/AA
1-3	Drainage Improvements (03I)	Non-Housing Community Development	Public Infrastructure Imp. - Drainage Improvements	CDBG: $166,500	167 persons assisted with improved public infrastructure SLE/AA
1-4	Water/Sewer Improvements (03J)	Non-Housing Community Development	Public Infrastructure Imp. - Water Improvements	CDBG: $213,347	24 persons assisted with improved public infrastructure SLE/AA
2	**Park Improvements (1)**				
2-1	Park Improvements (03F)	Non-Housing Community Development	Public Parks	CDBG: $220,000	3065 persons assisted with improved public facilities SLE/AA

3	**Public Facilities (1)**				
3-1	Public Facility Improvements (03Z)	Non-Housing Community Development	Public Facility Improvements	CDBG: $60,000	1500 persons assisted with improved public facilities SLE/AA
4	**Senior Services (2)**				
4-1	Senior Services (05A)	Non-Homeless Special Needs	Senior Services	CDBG: $25,000	115 persons assisted with supportive services SLE/AA
4.2	Senior Services (O5A)	Non-Homeless Special Needs	Senior Services	CDBG: $25,600	90 persons assisted with supportive services SLE/AA
5	**Youth & Children Services (3)**				
5-1	Youth & Children Services (05D)	Non-Housing Community Development	Youth & Children Services	CDBG: $38,500	99 youths assisted with supportive services SLE/S
5-2	Youth & Children Services (05D)	Non-Housing Community Development	Youth & Children Services	CDBG: $19,695	350 youths assisted with supportive services SLE/S
5-3	Youth & Children Services (05D)	Non-Housing Community Development	Youth & Children Services	CDBG: $8,100	300 youths assisted with supportive services SLE/S
6	**Food Banks (1)**				
6-1	Food Banks (05W)	Non-Housing Community Development	Food Insecurities	CDBG: $27,000	270 persons assisted with supportive services SLE/AA
7	**Services for Special Needs Populations (2)**				
7-1	Services for Special Needs Populations (05O)	Non-Homeless Special Needs	Services for Special Needs Populations – Mental Health	CDBG: $25,000	25 persons assisted with counseling services SLE/AA
7-2	Services for Special Needs Populations (05O)	Non-Homeless Special Needs	Services for Special Needs Populations – Mental Health	CDBG: $14,700	60 Alzheimer/Dementia patients assisted with supportive services SLE/AA
8	**Homeless and Domestic Violence Services (1)**				

8-1	Homeless and Domestic Violence Services 05G)	Non-Housing Community Development	Homeless and Domestic Violence Services – Human Trafficking	CDBG: $20,600	10 persons assisted with supportive services SLE/AA
9	**Subsistence Payments (1)**				
9-1	Subsistence Payments 05Q)	Non-Housing Community Development	Subsistence Program	CDBG: $15,000	10 families (20 persons) assisted with supportive services SLE/AA
10	**CDBG Administration (1)**				
10-1	CDBG Program Administration (21A)	N/A	N/A	CDBG: $292,260.60	N/A
	HOME Program				
11	Housing Rehab/Reconstruction	Affordable Housing	Owner occupied housing rehab/reconstruction	HOME: $333,572.00	2 Housing Units assisted DH/A
12	HOME CHDO Set-Aside/New Affordable Units	Affordable Housing	New construction of affordable owner-occupied housing	HOME: $66,715.00	0 Housing Units DH/A
13	HOME Program Administration	N/A	N/A	HOME: $44,476.00	N/A

Table 4 – Goals Summary

Goal Descriptions

1	**Infrastructure Improvements**	
1-1	**Goal Name**	**Street Improvements – 03K**
	Goal Description	The Town of Holiday Lakes will improve and pave courts and a few small roads that have never been improved. Project will encompass placement of approximately 6,164 linear feet of road base at 3" in depth and with 2" asphalt cover. Roads to be improved include Eastern Way, Basketball Court, Ward Court, South Sunset Drive, Primrose Drive, Tennis Court, Third Court, Volleyball Court, Creekside Court, Second Court, and Sitka Drive
1-2	**Goal Name**	**Street Improvements – 03K**
	Goal Description	City of Sweeny will improve approximately 4100 linear feet of roadway to address deteriorating conditions. Improvements to consist of street resurfacing, base repair if needed, and associated work to restore roadways to safe and serviceable conditions. Roads to be improved include Martin Luther King, Cedar Street, 4th Street, 3rd Street and Sycamore Street.
1-3	**Goal Name**	**Drainage Improvements – 03I**
	Goal Description	City of West Columbia will remove and dispose of buried corrugated metal culverts at vacant lots and excavate road ditches to grade and dispose of material offsite. The City will install 30" RCP along Austin, Washington and Carver Streets using cement stabilized sand and repair street surface. Work will also include replacement of 17 12" culverts with a minimum 15' or 18" RCP not to exceed 16' for single driveway and 20' for double driveway. Drainage ditches will be dug to grade along Alamo, Houston, Crocket, Travis and Bowie Street to drain out to Jefferson.
1-4	**Goal Name**	**Water/Sewer Improvements – 03J**
	Goal Description	Project to include engineering and construction costs of waterline improvements along Seashell Road. Village of Surfside Beach will procure an engineer to design a replacement waterline and will bid, award and install 2300 linear feet of new waterline along Seashell Road. Improvements will be made replacing the existing two inch water main with six inch c-900 line.
2	**Park Improvements**	
2-1	**Goal Name**	**Park Improvements – 03F**

	Goal Description	The City of Lake Jackson will demolish and replace existing restroom facility at Morrison Park, located at 507 That Way. Project includes purchase and installation of two prefabricated ADA-compliant restroom units designed for high-use public environments.
3	**New or Improved Public Facilities**	
3-1	**Goal Name**	**Public Facility Improvements – 03E- Neighborhood Facilities**
	Goal Description	GMZ Education and Development Center will purchase and install a generator to provide safe and climate controlled conditions during time of power outages which will allow the center to remain open to provide food pantry and other limited clientele services in the community. The GMZ Education and Development Center is located at 6437 FM 521 Road in Brazoria, Tx.
4	**Senior Services**	
4-1	**Goal Name**	**Senior Services – 05A**
	Goal Description	ActionS will provide homebound meals to the homebound elderly within Brazoria County.
4-2	**Goal Name**	**Senior Services – 05A**
	Goal Description	ActionS will provide transportation services to seniors within Brazoria County.
5	**Youth and Children Services**	
5-1	**Goal Name**	**Child Services - 05L**
	Goal Description	Boys & Girls Club will implement a comprehensive prevention program at various sites addressing positive outcomes in academic success, good character and citizenship, and healthy lifestyles among at-risk youth in Brazoria County.
5-2	**Goal Name**	**Youth Services - 05D**
	Goal Description	The Dream Center will provide back to school supplies, personal care kits and food to assist low/mod youths in Brazoria County.
5-3	**Goal Name**	**Child Services - 05L**
	Goal Description	Junior Achievement will provide a 5 to 8 week program to instill leadership qualities in the low/mod income youths throughout Brazoria County by providing training on basic money management, career investigation, and benefits of staying in school.

6	**Food Banks**	
6-1	**Goal Name**	**Food Banks – 05W**
	Goal Description	Brazosport Cares will provide food and staple goods through their Food Pantries in Freeport and Sweeny to assist low/mod people in Brazoria County.
7	**Services for Special Needs Populations**	
7-1	**Goal Name**	**Mental Health Services – 05O**
	Goal Description	Counseling Connections will provide counseling services for mental health and trauma victims.
7-2	**Goal Name**	**Mental Health Services – 05O**
	Goal Description	The Gathering Place will use funds to provide for salaries, as well as food for their gatherings, which provide respite care, motivational and therapeutic assistance to their clients.
8	**Homeless and Domestic Violence Services**	
	Goal Name	**Victim Services—05G**
8-1	Goal Description	Refuge for Women will use funds for shift leader's salaries, who will provide safe housing for women who have escaped sex trafficking or exploitation.
9	**Subsistence Payments**	
9-1	**Goal Name**	**Subsistence Payments – 05Q**
	Goal Description	Brazoria County Community Development will provide emergency subsistence in the form of rent and utility assistance to low/mod residents of Brazoria County.
10	**CDBG Administration**	
10-1	**Goal Name**	**General Program Administration – 21A**
	Goal Description	Funds will be used to pay for the administrative costs associated with the general management, oversight and coordination of the CDBG Program, including any direct staff and consulting services.
	HOME Program	

11	**Goal Name**	**Housing Rehab/Reconstruction**
	Goal Description	The County proposes to either rehabilitate or reconstruct two (2) substandard housing units which are occupied by low/mod income homeowners.
12	**Goal Name**	**HOME CHDO Set-Aside/New Affordable Units**
	Goal Description	The County has set-aside 15% of this fiscal year's HOME funds for CHDOs as mandated by the program to provide funding to construct homes to be sold or rented to low/moderate income families. Funding will be allocated to an CHDO-eligible activity.
13	**Goal Name**	**HOME Program Administration**
	Goal Description	These funds will be used to pay for the administrative costs associated with the general management, oversight and coordination of the HOME Program, including any direct staff and consulting services.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

Housing Rehab/Reconstruction (R/R) is one the most needed programs in Brazoria County at this time. With the R/R program, homeowners must meet eligibility requirements, and some applicants cannot achieve this goal. While the program is open to all LMI applicants, the majority of the applicants that apply and are subsequently selected through a lottery basis for assistance meet the very low-income limit (30%). With Brazoria County flooding several times in the last few years, as well as the recent freeze and inflation restricting income for needed repairs, many families are applying for several different funding sources. Homeowners are counselled prior to any rehab work being completed and are encouraged to evaluate their income and living habits to determine if they will be able to maintain the required insurance for the required affordability period. BCCD is also evaluating the applicants that are in a flood zone a little differently.

Once approved with our program, very few families turn down the assistance, but if they do, it is generally the affordability of the insurance or the lien requirement that the HOME program places on the home.

% Units affordable to Households earning	Owner Occupied Housing Rehab/Recon	First-time Homebuyer
30% AMFI	2	0
50% AMFI	0	0
80% AMFI	0	0
Total	2	0

Table 8 – Affordable Housing

Projects

AP-35 Projects – 91.220(d)

Introduction

Brazoria County's PY 2026 CDBG funds will provide water/sewer improvements; street improvements; park improvements; one public facility improvement and fund various public service organizations which serve youth, seniors, the disabled; and provide job training, food pantry services and subsistence payments. HOME funds will provide housing rehab/reconstruction to various low-income homeowners throughout the County based on an application process.

Projects

#	Project Name	Priority Need	Population
1	Holiday Lakes Street Improvements	P	NH
2	Sweeny- Street Improvements	P	NH
3	West Columbia- Drainage Improvements	P	NH
4	Surfside Village- Water Improvements	P	NH
5	Lake Jackson- Park Improvements	P	NH
6	GMZ Education Development Center- Generator	P	NH
7	ActionS Homebound Meals	P	SN
8	ActionS Transportation	P	SN
9	Boys & Girls Club Prevention Program	P	NH
10	Dream Center	P	NH
11	Junior Achievement	P	NH
12	Brazosport Cares Food Pantry	P	NH
13	Counseling Connections for Change	P	SN
14	Gathering Place Alzheimer Program	P	SN
15	Refuge for Women	P	H
16	BCCD Emergency Rent and Utility Assistance	P	NH
17	CDBG General Administration/Planning		
18	HOME Housing Rehab/Reconstruction	P	NH
19	HOME CHDO Set-Aside	P	NH
20	HOME General Administration		

Table 5 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation priorities are based on a number of factors:

1. The priorities that were assessed to meet a high priority need as determined through resident surveys, stakeholder interviews, and reported in the 2025-2029 Consolidated Plan;
2. Activities that reviewed and deemed eligible under the CDBG, and HOME regulations;
3. High priority public service activities that were selected were identified by the County Judge and County Commissioners to serve the individuals in greatest need (children services, education, elderly and disabled services) and that could be funded within the 15% cap.

Generally, funding availability is always an obstacle. Many agencies go un-funded, or under-funded, due to the limited resources and the required 15% cap that is imposed on the CDBG funds. With that, the agencies that are applying for the United Way funds have also been reduced due to lack of contributions. This creates more competition for the already limited funds, and many agencies do not receive funding at all. Many more of today's families receive some form of assistance (food stamps, TANF, Children's Medicaid, etc.). Employment, job training, and healthcare remain a high priority. Additionally, rents and cost of housing continue to increase.

Brazoria County continues to face the obstacle of meeting underserved needs due to decreasing federal funding. When taken with inflation, increased cost of living and reduction in giving, it is more difficult than ever to serve families and individuals in need. While the County is taking advantage of other funding opportunities, there continues to be a struggle to ensure families remain stably housed with resources to live above the poverty line. Increasing development in the county is targeted to higher income families which has negative implications on funding formulas, and leaves the families living at or near the poverty line with little resources to thrive. BCCD has made it a priority to coordinate and leverage resources where we can to serve as many families as possible.

Funding local infrastructure projects remain a priority as many of the county's cooperative cities face challenges with upgrading aging water and wastewater systems with small tax bases and high low-income populations. CDBG funds have been a critical resource to the smaller cities to ensure they correct system deficiencies to ensure safe drinking water and mitigate negative environmental impacts from inefficient wastewater treatment.

HOME funding is unable to fully address housing needs, which costs remain at an all-time high. Property values and related taxes burden homeowners on fixed incomes and lack of affordable housing has left very few affordable options for first time homebuyers. Brazoria County has prioritized funds for homeowner rehabilitation to ensure homeowners have some options for ensuring their homes remain in livable conditions. However, due to increased cost of construction, funding only allows the county to assist about two homeowners per year, far below the more than twenty (20) applications received every year.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	**Holiday Lakes- Street Improvements**
	Target Area	CT 6621/BG 1 in Holiday Lakes
	Goals Supported	Street Improvements – 03K - LMA
	Needs Addressed	Public Infrastructure Improvements: Street Improvements
	Funding	CDBG: $123,500 (total funding including PY 2023 funding $247,000)
	Description	The Town of Holiday Lakes will improve and pave courts and a few small roads that have never been improved. Project will encompass placement of approximately 6,164 linear feet of road base at 3” in depth and with 2” asphalt cover. Roads to be improved include Eastern Way, Basketball Court, Ward Court, South Sunset Drive, Primrose Drive, Tennis Court, Third Court, Volleyball Court, Creekside Court, Second Court, and Sitka Drive
	Target Date	12/31/27
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 950 persons, of which 86% are low/mod, will benefit.
	Location Description	Eastern Way, Basketball Court, Ward Court, South Sunset Drive, Primrose Drive, Tennis Court, Third Court, Volleyball Court, Creekside Court, Second Court, and Sitka Drive in Town of Holiday Lakes
	Planned Activities	Improve and pave courts and a few small roads that have never been improved. Project will encompass placement of approximately 6,164 linear feet of road base at 3” in depth and with 2” asphalt cover

2	**Project Name**	**Sweeny – Street Improvements**
	Target Area	6628.00 BG4
	Goals Supported	Street Improvements – 03K - LMA
	Needs Addressed	Public Infrastructure Improvements: Street Improvements
	Funding	CDBG: $166,500
	Description	City of Sweeny will improve approximately 4100 linear feet of roadway to address deteriorating conditions. Improvements to consist of street resurfacing, base repair if needed, and associated work to restore roadways to safe and serviceable conditions. Roads to be improved include Martin Luther King, Cedar Street, 4th Street, 3rd Street and Sycamore Street.
	Target Date	12/31/27
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 89 persons, of which 75% are low/mod, will benefit.
	Location Description	Martin Luther King, Cedar Street, 4th Street, 3rd Street and Sycamore Street.
	Planned Activities	Improve approximately 4100 linear feet of roadway to address deteriorating conditions. Improvements to consist of street resurfacing, base repair if needed, and associated work to restore roadways to safe and serviceable conditions
3	**Project Name**	**West Columbia - Drainage Improvements**
	Target Area	CT 6620.00/BG 1 in West Columbia

	Goals Supported	Drainage Improvements – 03I - LMA
	Needs Addressed	Public Infrastructure Improvements: Drainage Improvements
	Funding	CDBG: $166,500
	Description	City of West Columbia will remove and dispose of buried corrugated metal culverts at vacant lots and excavate road ditches to grade and dispose of material offsite. The City will install 30" RCP along Austin, Washington and Carver Streets using cement stabilized sand and repair street surface. Work will also include replacement of 17 12" culverts with a minimum 15' or 18" RCP not to exceed 16' for single driveway and 20' for double driveway. Drainage ditches will be dug to grade along Alamo, Houston, Crocket, Travis and Bowie Street to drain out to Jefferson.
	Target Date	12/31/27
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 167 persons, of which at least 67.7% are low/mod, will benefit.
	Location Description	Austin, Washington, Carver streets and ditch improvements along Alamo, Crocket, Travis and Bowie streets.
	Planned Activities	Remove and dispose of buried corrugated metal culverts at vacant lots and excavate road ditches to grade and dispose of material offsite; install 30" RCP along Austin, Washington and Carver Streets using cement stabilized sand and repair street surface; and replace 17 12" culverts with a minimum 15' or 18" RCP not to exceed 16' for single driveway and 20' for double driveway. Also dig and grade ditches along Alamo, Houston, Crocket, Travis and Bowie Street to drain out to Jefferson.
4	**Project Name**	**Surfside Village- Water Improvements**
	Target Area	CT 6642 BG3 in Surfside Beach

	Goals Supported	Infrastructure Improvements – 03J - LMA
	Needs Addressed	Public Infrastructure Improvements: Water Improvements
	Funding	CDBG: $213,347
	Description	Project to include engineering and construction costs of waterline improvements along Seashell Road. Village of Surfside Beach will procure an engineer to design a replacement waterline and will bid, award and install 2300 linear feet of new waterline along Seashell Road. Improvements will be made replacing the existing two inch water main with six inch c-900 line.
	Target Date	12/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 24 people, of which 79.2% are low/mod, will benefit.
	Location Description	Seashell Road, Surfside Beach
	Planned Activities	Engineering to design the waterline and construction for the installation of approximately 2300 feet of new waterline along Seashell Road.
7	**Project Name**	**Lake Jackson Park Improvements**
	Target Area	CT663200 BG 1, 2 in Lake Jackson
	Goals Supported	Public Facility Improvements – 03F - LMA
	Needs Addressed	Public Parks: Park Improvements
	Funding	CDBG: $220,000

	Description	The City of Lake Jackson will demolish and replace existing restroom facility at Morrison Park, located at 507 That Way. Project includes purchase and installation of two prefabricated ADA-compliant restroom units designed for high-use public environments.
	Target Date	12/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 3065 people, of which 61.3% are low/mod, will benefit.
	Location Description	Lake Jackson, TX
	Planned Activities	Purchase and installation of two prefabricated ADA-compliant restroom units designed for high-use public environments.
8	**Project Name**	**GMZ Education Development Center- Public Facility Improvement**
	Target Area	Tract 664501 BG 4, in Brazoria, Texas
	Goals Supported	Public Facility Improvements- 03E- Neighborhood Facilities
	Needs Addressed	Public Facilities: Neighborhood Facilities
	Funding	CDBG: $60,000
	Description	GMZ Education and Development Center will purchase and install a generator to provide safe and climate-controlled conditions during times of power outages which will allow the center to remain open to provide food pantry and other limited clientele services in the community. The GMZ Education and Development Center is located at 6437 FM 521 Road in Brazoria, Tx.
	Target Date	12/31/2027

	Estimate the number and type of families that will benefit from the proposed activities	Approximately 1500 persons, of which at least 51% are low/mod, will benefit.
	Location Description	6437 FM 521 Road, Brazoria, TX
	Planned Activities	Purchase and install a generator.
9	**Project Name**	**ActionS Homebound Meals**
	Target Area	Brazoria County Service Area
	Goals Supported	Senior Services – 05A
	Needs Addressed	Senior Services: Homebound Meals
	Funding	CDBG: $25,000
	Description	Provide funding to ActionS for the provision of home-delivered meals to homebound elderly.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 115 elderly persons will benefit.
	Location Description	313 West Mulberry, Angleton, Texas (serving entire County)
	Planned Activities	Provide home-delivered meals to 115 homebound elderly.

10	**Project Name**	**ActionS Transportation**
	Target Area	Brazoria County service area
	Goals Supported	Senior Services – 05A
	Needs Addressed	Senior Services: Transportation
	Funding	CDBG: $25,600
	Description	Provide funding to ActionS for transportation services to seniors.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 90 seniors will benefit.
	Location Description	313 W. Mulberry, Angleton, Texas (serving county-wide)
	Planned Activities	Provide funds to ActionS for transportation services to 90 seniors.
11	**Project Name**	**Boys & Girls Club Prevention Program**
	Target Area	Brazoria County Service Area
	Goals Supported	Child Care Services – 05L
	Needs Addressed	Youth and Child Services: Prevention program

	Funding	CDBG: $38,500
	Description	Boys & Girls Club will implement a comprehensive prevention program at various sites addressing positive outcomes in academic success, good character and citizenship, and healthy lifestyles among at-risk youth in Brazoria County.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 99 low/mod youths will benefit.
	Location Description	4005 Technology Drive, Suite 2130 (serving county-wide)
	Planned Activities	Provide funding to Boys & Girls Club for prevention programs for at-risk youths.
12	**Project Name**	**Brazosport Cares Food Pantry**
	Target Area	Brazoria County
	Goals Supported	Food Banks – 05W
	Needs Addressed	Food Pantry: Food Bank
	Funding	CDBG: $27,000
	Description	Brazosport Cares will pay employees in charge of their food and staple goods at their Food Pantry in Freeport and Sweeny to assist low/mod people in Brazoria County.
	Target Date	9/30/2026

	Estimate the number and type of families that will benefit from the proposed activities	Approximately 270 low/mod persons will benefit.
	Location Description	923 N. Avenue F, Freeport, Texas (serving Brazoria County).
	Planned Activities	Provide assistance to the Brazosport Cares Food Pantry (Freeport and Sweeny locations) to provide food and staple goods to approximately 270 low/mod people in Brazoria County.
13	**Project Name**	**Counseling Connections for Change**
	Target Area	Brazoria County Service Area
	Goals Supported	Mental Health Services – 05O
	Needs Addressed	Health Services: Mental Health Services
	Funding	CDBG: $25,000
	Description	Provide counseling services for low/ mod clients.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 25 low/mod people will benefit.
	Location Description	2549 Roy Road, Pearland, Texas (serving county-wide)

	Planned Activities	Provide counseling services for low/mod clients.
14	**Project Name**	**Dream Center**
	Target Area	Brazoria County Service Area
	Goals Supported	Youth services – 05D
	Needs Addressed	Youth and Child Services: School Supplies
	Funding	CDBG: $19,695
	Description	The Dream Center will provide back to school supplies, personal care kits and food to assist low/mod youths in Brazoria County.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 350- low/mod youths will benefit.
	Location Description	796 Brazosport Blvd South, Clute, Texas (serving county-wide)
	Planned Activities	Provide back to school supplies, personal care kits and food to assist low/mod youths in Brazoria County.
15	**Project Name**	**Gathering Place Alzheimer's Program**
	Target Area	Brazoria County Service Area

	Goals Supported	Mental Health Services – 05O
	Needs Addressed	Disabled Service: Special Population
	Funding	CDBG: $14,700
	Description	The organization will use these funds to provide food for their gatherings which provide respite care, as well as motivational and therapeutic assistance to their clients.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 60 low/mod individuals will benefit.
	Location Description	200 E. Mulberry, Angleton, Texas (serving County-wide)
	Planned Activities	Provide supportive services to 60 Alzheimer's/Dementia patients.
16	**Project Name**	**Junior Achievement**
	Target Area	Alvin, Angleton, Brazoria, Freeport, West Columbia & Wild Peach
	Goals Supported	Child Care Services – 05L
	Needs Addressed	Youth and Child Services: Prevention program
	Funding	CDBG: $8,100
	Description	The organization will provide a 5 to 8 week program to instill leadership qualities in the low/mod income youths throughout Brazoria County by providing training on basic money

		management, career investigation and benefits of staying in school.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 300 low/mod youths will benefit.
	Location Description	225 Parking Way, Lake Jackson, Texas (serving Alvin, Angleton, Brazoria, Freeport, West Columbia & Wild Peach)
	Planned Activities	Provide funding for leadership and personal development services to 300 low/mod youths.
17	**Project Name**	**Refuge for Women**
	Target Area	Brazoria County Service Area
	Goals Supported	Victims Services—05G
	Needs Addressed	Victims Services: Special Population
	Funding	CDBG: $20,600
	Description	Refuge for Women will use funds for shift leader's salaries, who will provide safe housing for women who have escaped sex trafficking or exploitation.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed	10 women will benefit.

	activities	
	Location Description	117 Hwy 332 West, Suite 159, Lake Jackson, Texas 77566 (serving county-wide)
	Planned Activities	Funds for shift leader's salaries, who will provide safe housing for women who have escaped sex trafficking or exploitation.
18	**Project Name**	**BCCD Emergency Rent and Utility Assistance**
	Target Area	Brazoria County Service Area
	Goals Supported	Subsistence Assistance – 05Q
	Needs Addressed	Subsistence Payments: Subsistence Program
	Funding	CDBG: $15,000
	Description	Brazoria County Community Development will provide emergency subsistence in the form of rent and utility assistance to low/mod residents of Brazoria County.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	10 families (20 persons) will benefit.
	Location Description	1524 East Mulberry, Suite 162, Angleton, Texas 77515 (serving countywide)
	Planned Activities	Provide emergency rent or utility assistance to prevent homelessness for 10 families (20 persons) at risk of eviction or having utilities cut off.

19	**Project Name**	**CDBG General Administration**
	Target Area	N/A
	Goals Supported	CDBG Program Administration/Planning
	Needs Addressed	CDBG Administration
	Funding	CDBG: $292,260.60
	Description	These funds will be used to pay for the administrative costs associated with the general management, oversight and coordination of the CDBG Program, including any direct staff and consulting services.
	Target Date	12/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	1524 E. Mulberry, Suite 162, Angleton, Texas.
	Planned Activities	Conduct program administration/management for CDBG program.
20	**Project Name**	**Housing Rehab/Reconstruction**
	Target Area	Brazoria County Service Area
	Goals Supported	Housing Rehabilitation/Reconstruction

	Needs Addressed	Housing Rehabilitation
	Funding	HOME: $353,155.59
	Description	The County proposes to either rehabilitate or reconstruct 2 substandard housing units which are occupied by low/mod income homeowners.
	Target Date	12/31/2027
	Estimate the number and type of families that will benefit from the proposed activities	2 low/mod households will benefit.
	Location Description	Locations in Brazoria County to be determined.
	Planned Activities	Assist 2 owner-occupied housing units with varying levels of rehabilitation or reconstruction.
21	**Project Name**	**HOME CHDO Set-Aside**
	Target Area	Brazoria County Service Area
	Goals Supported	New Housing Construction
	Needs Addressed	New Affordable Housing Units
	Funding	HOME: $70,631.12
	Description	Provide funding to CHDO for construction of 0 housing units.
	Target Date	12/31/2027

	Estimate the number and type of families that will benefit from the proposed activities	TBD; CHDO project pending selection
	Location Description	Location within Brazoria County to be determined.
	Planned Activities	Provide funding to CHDO for construction of 0 housing unit, as we do not currently have a qualified CHDO. (Project selection pending.)
22	**Project Name**	**HOME General Administration**
	Target Area	N/A
	Goals Supported	HOME General Administration
	Needs Addressed	HOME Administration
	Funding	HOME: $47,087.41
	Description	These funds will be used to pay for the administrative costs associated with the general management, oversight and coordination of the PY 2026 HOME Program, including any direct staff and consulting services.
	Target Date	9/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	N/A

	Location Description	1524 E. Mulberry, Suite 162, Angleton, Texas.
	Planned Activities	Conduct program administration/management for PY 2026 HOME program.

Table 57 – Project Summary

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

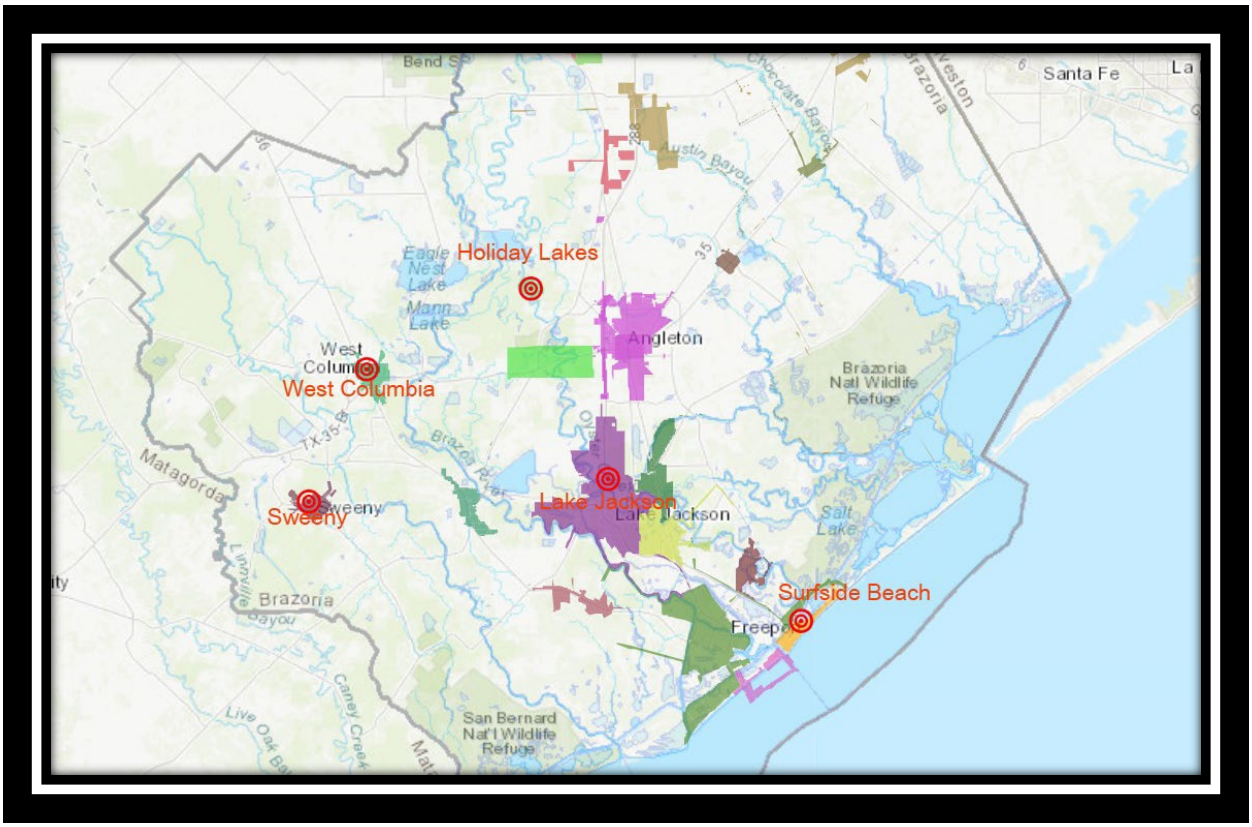
Based on the requests by this year's funded cities and within the eligible locations, projects, and priority needs, the County will allocate $949,847.40, (approximately 65% of the PY 2026 CDBG funds) to projects in five (5) participating Cities, and one public facility project (limited clientele service facility). The table below shows the amount allocated by city and the map that follows (also located in the attachments) shows the locations of those projects. Due to Brazoria County's Urban County service area and the Census Tracts/Block Groups being so spread out, very few projects cover the entire Census Tract and/or Block Group. Therefore, in many cases this requires income surveys to be done to determine service area qualifications. The projects listed in **Table 6** show which projects are survey qualified. The minority percentages of the surveyed areas are sourced from the 2020 Census data through the Houston-Galveston Area Council's (HGAC) interactive mapping tool based on the block group data. The County has allocated $219,195, or 15%, to public service agencies, which are located throughout the County. The balance of the PY 2026 CDBG allocation, $292,260.6, or 20%, is allocated to general administration. Overall the total PY 2026 CDBG allocation, excluding administration, is allocated 100% to low- to moderate income projects.

Geographic Distribution

Target Area	Amount	Percentage of Funds	Percentage of Minority	Low-mod Area
Holiday Lakes*	**$123,500**	**8.0%**	**77.1%**	**86%**
Lake Jackson	**$220,000**	**15.0%**	**42.7%**	**61.3%**
Sweeny*	**$166,500**	**11.4%**	**30.0%**	**75%**
West Columbia*	**$166,500**	**11.4%**	**57.8%**	**67.7%**
Surfside Village*	**$213,347.40**	**14.60%**	**17.3%**	**79.2%**
Brazoria County Service Area	**$571,455.60**	**39.0%**		
TOTAL	**$1,510,632**			

Table 6 - Geographic Distribution

*Cities that conducted surveys



Map 1- Geographic Distribution

Rationale for the priorities for allocating investments geographically

The County allocates funds to each participating City on 3-year rotating basis. The funded City designates a project within a low- to moderate-income area within their jurisdiction. These projects are reviewed for activity eligibility and to determine if they address a priority goal as established in the 5-year Consolidated Plan (Con Plan) and meet a national objective. A map above shows the location of the geographic investments.

Discussion

A designated City official determines the projects of greatest need for their City and the availability of matching funds. In addition, the County Commissioner's receive funds to allocate to the public service agencies for area-based projects of highest need within the priorities determined through the citizen participation process and established in the Con Plan. The County Judge fills in the gaps as needed for the agencies funded each year. As with the City officials, the Commissioners are the best suited to determine the greatest needs, and also find ways to match or leverage funds to help implement the activities in their precinct.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Brazoria County will address the affordable housing needs through owner occupied rehab/reconstruction and subsistence assistance. The table below combines CDBG and HOME funded activities that address the affordable housing goals.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	2
Special-Needs	0
Total	**2**

Table 7 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental/Utility Assistance	10
The Production of New Units	0
Rehab of Existing Units	2
Acquisition of Existing Units	0
Total	**12**

Table 8 - One Year Goals for Affordable Housing by Support Type

Discussion

Brazoria County will utilize CDBG and HOME funds to maximize the number of households that are provided affordable housing through rental assistance (subsistence payments and homeless prevention programs), and owner-occupied rehabilitation (rehab of existing units and septic system replacement). Some Public Service agencies apply for CDBG for subsistence payments which may prevent homelessness. Although allowable, Brazoria County does not normally utilize the regular CDBG or HOME funds for homeless issues. As the County is no longer receiving Emergency Solutions Grant through the entitlement process, activities addressing homelessness are not reflected in the table above. Additionally, now that the county no longer qualifies for the ESG funding, this will tax the already stretched local and CDBG allocated funds.

AP-60 Public Housing – 91.220(h)

Introduction

The below section is not applicable as Brazoria County does not have public housing units. BCHA is a Housing Choice Voucher only program.

Actions planned during the next year to address the needs to public housing

Not Applicable – BCHA does not own any public housing units.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not Applicable – BCHA does not participate in the Family Self-Sufficiency Program.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not Applicable – PHA is not designated as troubled.

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Brazoria County will utilize CDBG funds to aid the unsheltered, precariously sheltered, and at-risk households who are facing homelessness. Through CDBG funds allocated to the Department, rents and utilities will be paid for those at risk of eviction. It is anticipated that 20 individuals or 10 families will receive rental assistance through this funding. Even though the County did not receive ESG funding this fiscal year, the BCCD has received other grants in order to assist in this endeavor.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

As part of the Coordinated Entry requirement, homeless persons/families must be assessed by a trained assessor and given a VI-SPDAT score. This assessment will help Brazoria County assist the most vulnerable first. Once a score is obtained, the assessor will then refer them to an agency that has the appropriate service they would need. They may be referred to various other agencies that offer other services, such as food, food stamp applications, clothing, etc. Gulf Coast Center, the local mental health authority, has a street outreach caseworker that will also be assessing individuals on the street and referring them to the necessary agencies to assist them.

Addressing the emergency shelter and transitional housing needs of homeless persons

Brazoria County will continue to address the needs of the emergency shelters in the County through participation in the Homeless Coalition and through funding when available. The County uses CDBG public service funding to support Refuge for Women, a nonprofit focused providing safe shelter and services to women who have escaped human trafficking or exploitation.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Unfortunately, there is a major housing shortage in Brazoria County as well as the market rents are still high. Many families resort to either doubled-up situations, in shelters, unsheltered, or at risk of homelessness due to their limited income and the cost burden of unsubsidized housing. Brazoria County encourages all families in need to meet with a financial counselor to assist with

budgeting and their affordability of a unit, and how the family can sustain itself. Brazoria County coordinates with the homeless liaisons at the school districts and Youth and Family Counseling to assist homeless families in the transition to permanent housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The County will utilize $15,000 for subsistence payments for at-risk households. The County also works with Youth and Family Counseling, who works with the school district's homeless liaison, to coordinate and partner the housing component with the counseling services they provide.

Discussion

With Brazoria County no longer receiving ESG funds, coordination between agencies remains a high priority. Brazoria County, Salvation Army, Endeavors, Gulf Coast Center, ISD Homeless Liaisons and United Way of Brazoria County will coordinate to address all areas of homelessness, whether it be households who are at risk of eviction or utility disconnections, homeless individuals and families who are either unsheltered, in an emergency shelter, doubled-up and needing rapid rehousing, and unaccompanied homeless youth in need of emergency shelter.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The analysis of the barriers to affordable housing cannot exclude an analysis of fair housing, as minorities and protected classes tend to have lower incomes. Brazoria County has reviewed and analyzed the Analysis of Impediments in regards to public policies in the major cities within the County (excluding Pearland) affecting the development, availability, and cost of affordable housing. The County's analysis is currently finding that there are few overt policies that are contributing to the concentration of racial/ethnic minorities and shortage of affordable housing.

Unincorporated areas do not have zoning, but the areas within the Extraterritorial Jurisdiction of various Cities may have land platting requirements. Of the 20 incorporated places participating in the HUD programs, 15 have zoning ordinances. Of those 15 cities, all of them allow multi-family units, 11 allow mobile homes, 14 allow manufactured homes, but only 7 allow the elderly to defer property taxes.

In the post-pandemic environment, incomes have remained unsteady while inflation has increased cost of living for all households. Partner that with a high rental market and the increase in sales prices of housing, many households are left with few affordable housing choices. They generally have little income to purchase the necessities, with little to none left over for repairs to their existing housing, or renting a nicer, newer unit. The ones who suffer the most are the elderly or disabled households, who live on a fixed income, are finding it harder to find an affordable housing unit.

Environmental issues pose barriers to affordable housing. With the proximity to the Gulf of Mexico, housing units with a mortgage in Brazoria County are required to carry windstorm insurance, and for those inside the 100-year floodplain, flood insurance. Flood maps have been updated and many homeowners have found they are now considered in some form of a flood zone. Insurance premiums have increased due to the rise in the number and cost of natural disasters nation-wide. More than 15,000 dwellings have been damaged or destroyed since 2017 Hurricane Harvey and other natural disasters, including the 2021 Texas Severe Winter Weather freeze.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Cities that defer property taxes for the elderly, or do not have property tax rates, assist in lowering the housing costs for homeowners. Most Cities' building codes or ordinances do not

impede or limit the development or improvement of affordable housing in Brazoria County, but some cities do not allow group homes or defer taxes for the elderly or disabled. Within the last few years, Freeport passed an ordinance that requires a new home to be no less than 1,300 sq. feet. Brazoria County CD staff approached the City of Freeport to help modify this ordinance so that the families that live there can benefit from the HOME program. When building a home for an elderly, single homeowner, it is the CD Department's policy to build a 900 sq. foot home. This assists the homeowner to comply with the taxes and insurance requirement that is imposed on them, gives them a better living environment, and allows for easier maintenance. Brazoria County CD Dept. was successful in assisting the Freeport City Council in authorizing a change in the ordinance to assist homeowners who qualify for Community Development Department's HUD funding, build a home based on our requirements. This not only benefits the homeowner, but helps increase the City's property values and improve the neighborhood by removing the dilapidated home.

Brazoria County cannot change Council Members views, but they can contact these cities and discuss any issues and their rational behind the policy, especially those with new council members or new requirements. Brazoria County has been successful in changing ordinances and will continue to advocate for the change in policy when it comes to the low-income household.

Another strategy for reducing the barriers to affordable housing is to assist owners whose homes had damage from Hurricane Harvey and the winter freeze in applying for State funds to either repair or reconstruct their homes or get reimbursed for repairs made to prevent additional damage.

Discussion:

The County and its participating Cities are striving to remove barriers to affordable housing and improve the housing that is affordable through improving infrastructure in low- to moderate-income neighborhoods and rehabilitating existing owner-occupied housing. Moreover, Brazoria County Housing Agency assists extremely low- and low-income renters through the Housing Choice Voucher program to provide affordable rental housing options throughout the County. The Housing Agency also has preferences to help the elderly/disabled, Brazoria County residents, and the working class.

Brazoria County is using considerable HUD resources to ameliorate the barriers to affordable housing. More than $350,000 is allocated from the PY 2026 regular formula HOME grant to the rehabilitation of owner-occupied housing. With the allocation of Stability Vouchers (5) and Foster Youth to Independence (FYI) vouchers, the Brazoria County Housing Agency will be able to increase the assistance to homeless and at-risk of homelessness persons and families.

AP-85 Other Actions – 91.220(k)

Introduction:

All of the actions conducted by the County to manage the three (3) HUD programs – CDBG, HOME and Section 8 HCV program – are aimed at reducing obstacles to meeting the housing, infrastructure, and supportive service needs of the communities within the County. The programs are aimed at reducing barriers to affordable housing and supportive services; increasing household incomes; and improving coordination and institutional structure for their applicants.

Actions planned to address obstacles to meeting underserved needs

By involving the Mayors and County Judge/County Commissioners in the planning process, the CD Department helps to identify and address local obstacles to meeting underserved needs. During meetings, members discuss issues in their city and ask what agencies or assistance these families may qualify for. This type of discussion during meetings facilitate discussions on various proposed projects and give other members ideas to address the issues of their particular city. The participating Cities are allocated funds on a 3-year cycle and the County Judge/County Commissioners are allocated funds every year for allocation to eligible projects in their precincts.

When requested, Letters of Consistency with the Consolidated Plan will be issued to entities supporting those activities that are addressed in the 2020-2026 Con Plan.

Actions planned to foster and maintain affordable housing

The County and its participating Cities strive to improve infrastructure in low- to moderate-income neighborhoods where lower-cost housing is concentrated and rehabilitate existing owner-occupied housing. Affordable housing is hard to find in any area of Brazoria County, therefore, the CD Dept. supports new multi-family housing in any jurisdiction in Brazoria County. Additionally, using Prior Year HOME funds, the County will partner with a CHDO to develop new for-sale affordable housing for the first time in many years in the county.

Actions planned to reduce lead-based paint hazards

All houses built prior to 1978 that qualify for rehabilitation are tested for lead-based paint. Any units with lead-based paint are remediated within federal regulations and guidelines. BCHA conducts annual HQS inspections that include lead-based paint visual assessments on all tenant occupied rental units. HCV participants with children under the age of 6 are not allowed to move into a unit where lead-based paint hazards are known and landlords are encouraged to have the hazards remediated. Information about lead-based paint hazards is given to all HCV participants,

as well as all homeowner rehab clients.

Actions planned to reduce the number of poverty-level families

The County through the Community Development department, encourages all families in need, whether assisted with HUD funds or not, to attend a financial stability course to assist with budgeting and areas where save money to better provide for their families. Additionally, the County is utilizing HOME-ARP funding for the provision of housing stability services for low-income families. Each family is required to complete a Housing Stability plan with the goal of addressing how to increase income and better stabilize poverty level families including lifting them out of poverty.

Actions planned to develop institutional structure

Program administration funds for all programs will be used in part to provide additional training and technical assistance to the Community Development Department staff. The County staff will also provide technical assistance and training to Subrecipients and agencies considering applying for CDBG and HOME funds to develop their capacity and institutional structure. Efforts will be made throughout the year to enhance coordination and collaboration between Brazoria County and its Subrecipients as well as between Brazoria County and neighboring Entitlement/Participating Jurisdictions.

Actions planned to enhance coordination between public and private housing and social service agencies

Efforts will be made throughout the year to enhance coordination and collaboration between Brazoria County, United Way, and their Subrecipients, as well as between Brazoria County and neighboring Entitlement/Participating Jurisdictions. Brazoria County is part of the Coordinated Entry process, and United Way, with the assistance of the CD Dept., is coordinating efforts to link all social service agencies to assist families in obtaining services without the need to travel to various agencies applying for assistance.

Discussion:

The County makes a conscientious effort to maximize the CDBG, HOME and HCV funding by coordinating programs and enhancing its own institutional structure and the capacity of subrecipients. With the Housing Agency and the Community Development staff housed in the same location, clientele on both sides benefit from referrals to various services or programs based on their particular need. BCHA also utilizes funding to the fullest by balancing utility allowances and occupancy standards with allocated Fair Market Rents (FMR) and funding. In addition, the County's Commissioner's Court, through the project selection process, ensures that

those with the greatest need receive the funding, thus maximizing the positive impact on the communities and residents while minimizing the barriers to neighborhood and personal improvement for the low- to moderate-income. Brazoria County allocates funds to each participating City and relies on the local officials to determine the best and highest use of those funds.

Brazoria County plans to affirmatively further fair housing by using outreach in the form of advertising (social media, newspapers, etc.); emailing flyers to places that commonly work with low/mod income, minorities and/or protected classes (public service agencies, real estate agents, certain County offices, Cities, libraries, etc.); and/or placing flyers at various community service fairs throughout the County that generally draws high populations of minority concentrations.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The following information discusses the use of Brazoria County's CDBG, HOME, & ESG funds and the guidelines regarding the HOME and ESG programs. With the County not receiving ESG funds this year, some discussions below have been removed.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	0

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. **A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:**

   There will be no other forms of investment. Housing Rehab/Reconstruction is the only program the County is funding this program year.

2. **A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**

   Brazoria County has adopted the Recapture provision as referenced in 92.254 (a)(5)(ii), which states that if a homebuyer fails to maintain the home as his/her/their principal

place of residence for the entire period of affordability, Brazoria County will recapture the the HOME funds. When a first-time homebuyer does not meet the affordability period of five years, the full amount is recaptured. In establishing the recaptured amount, Brazoria County is subject to the limitation that when the recapture requirement is triggered by a sale (voluntary or involuntary through foreclosure) of the housing unit, the amount recaptured cannot exceed the net proceeds, if any. The net proceeds are the sales price minus superior loan repayment (other than HOME funds) and any closing costs per 92.254 (a)(5)(ii)(A).

3. **A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds. See 24 CFR 92.254(a)(4) are as follows:**

Brazoria County has adopted the table below as the period of affordability for HOME assisted units. For the FTHB program, there is no proration of the investment. At closing, the full amount of the investment will be recaptured and returned to the County. The recaptured funds will then be used to fund another homebuyer purchasing an affordable unit or for use on an eligible Rehab/Reconstruction project currently under contract. For the HOME Rehab program, once the amount of assistance is determined and the work is completed, a lien is placed on the property based on the table below. If the homeowner no longer resides in the house as their principal residence, the recapture provisions are then triggered. Instead of the full amount due to the County per the Homebuyer guidelines, the amount to be recaptured is pro-rated based on the lien term and the length of time the homeowners occupied the property after the rehabilitation was complete. These funds are then used for another eligible homeowner for rehabilitation or reconstruction of their home.

HOME amount per-unit	Minimum period of affordability in years
Under $15,000	5
$15,000 to $40,000	10
Over $40,000	15
Reconstruction	20

4. **Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:**

The County does not provide assistance to refinance existing debt for multi-family properties and thus has not adopted guidelines for doing so.

Discussion:

For Rehab/Reconstruction, the after-rehab value cannot exceed the 95% rule as determined by HUD. HOME Rehab/Reconstruction applicants are entered into a database and a random list is generated from all applications received. As funds are available, the next applicant is then verified for eligibility and the homeowner is assisted until funds are exhausted or are not enough to complete a project. Brazoria County has adopted a 20-year lien on reconstructed homes, in addition to the regular HOME affordability periods.

Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)

1. **Include written standards for providing ESG assistance (may include as attachment)**

   N/A – Brazoria County did not receive ESG funding for PY 2026

2. **If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.**

   Brazoria County's CE process consists of five (5) intake facilities (Brazoria County Women's Center, Gulf Coast MHMR Street Outreach, Salvation Army Emergency Shelter, True to Life Ministries, and United Way). When a family calls the CD Dept, they are referred to one of the intake agencies. The family is assessed, entered into HMIS, and referred to various agencies that provides the service or goods the family needs.

3. **Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).**

   N/A – Brazoria County did not receive ESG funding for PY 2026

4. **If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.**

   N/A – Brazoria County did not receive ESG funding for PY 2026

5. **Describe performance standards for evaluating ESG.**

   N/A – Brazoria County did not receive ESG funding for PY 2026

APPENDIX A

Action Plan Supplement - Fair Housing

Brazoria County completed its last Analysis of Impediments (AI) in 2020. An updated AI is planned and will be conducted when HUD provides updated guidance. The attached document reflects the Impediments that the 2020 AI found and the annual actions that are planned to address them this program year. PY 2026 Projects will address priority needs, minority concentrations, protected classes, persons with disabilities, homelessness, special needs, and/or non-housing needs as outlined in the 2025-2029 Consolidated Plan's Strategic Goals and Outcomes.

Location of:

Citizen participation	Pages 3-5 & 14
Consultation of Agencies	Pages 7-13
Annual Goals and Objectives	Pages 18-20
Goal Descriptions	Pages 21-24
Priority Needs	Page 26-28
PY 2026 Projects Summary (including Census Tracts/Block Groups)	Page 29-46
Geographic Distribution (including low/mod and minority concentration)	Page 47-48, Appendix D
Affordable Housing	Page 49-50
Barriers to Affordable Housing	Page 53-55

Impediment		Action Steps to Alleviate the Impediment	PY 2026 Goals
Demographic			
#1	1. Areas of minority and low-income concentrations	1a. Though the County acknowledges the impediment, there is no remedy it can take to address the issue of rural enclaves of minority concentration that were created a century ago and are maintained by minorities by choice.	
		1b. County will continue to encourage apartments in areas of opportunity to accept HCV and EHV vouchers, as well as any other grant assisted help.	Brazoria County Housing Authority encourages all apartment properties and other rental property owners to participate in accepting housing vouchers, and working to remove barriers to housing affordability and access through regular contact and outreach.
		1c. County will continue to provide funding for public services that are accessible to low-income & minorities	CD will fund food pantries, and health service programs that target low- to moderate- income individuals and families
		1d. County will continue to provide subsistence payment to prevent homelessness	CD will fund one (1) CDBG subsistence payment programs, and seek other funding to assist low and moderate income households to remain stably housed.
Housing			
#2	2. Shortage of rental housing	2a. No remedy can be carried out by County to address the shortage of rental housing	CD will continue their support of new housing developments throughout the County. The County has identified one CHDO and has awarded funding to provide affordable for-sale housing in the county during PY 2024; the county will continue to seek CHDOs interested in the developing affordable rental housing.
		2b. The County will continue to seek out potential CHDOs to build affordable rental housing	
		2c. The County will continue to support viable Low Income Housing Tax Credit applications.	

Impediment		Action Steps to Alleviate the Impediment	PY 2026 Goals
#3	3. Shortage of rental subsidies	3a. County will continue to request additional HCVs	The CD Department will continue to work with BCHA in seeking all available housing opportunities to increase rental housing in the county or work with partners to do so. During this program year, the County will pursue Foster Youth to Independence (FYI) vouchers to serve youth who have aged out of foster care.
		3b. County has no control over level of ESG funds for Rapid Rehousing but will continue to provide assistance	Currently, the County does not receive ESG funding but will pursue other opportunities that provide affordable, stablehousing to low-income households.
		3c. County will assist in the CoC applications for area funds to provide permanent supportive housing.	CD will participate in CoC meetings to join in the discussion of Balance of State funds, targeted projects, and the potential for Brazoria County non-profits to apply for Balance of State funds.
#4	4. Shortage of affordable owner-occupied housing	4a. County will rehabilitate or reconstruct units	CD proposes to assist at least two (2) families with the rehabilitation or reconstruction of their home.
		4b. County will contact potential CHDOs to encourage certification	The County has identified and awarded a CHDO with funding to develop affordable single family homeownership units in the county.
		4c. Habitat for Humanity will continue to purchase lots and build housing	No action will be taken this funding cycle.
		4d. County will continue to contact Habitat about housing being constructed	CD utilizes HfH for HOME match and will continue to support the construction of new affordable housing units.
		4e. County will continue to provide down-payment and closing cost assistance to first-time homebuyers	Downpayment assistance will be provided in partnership with the awarded CHDO.
		4f. County will continue to review the State-managed disaster recovery and mitigation projects to ensure homeowners and landlords are able to secure assistance	Disasters are unpredictable. When a natural disaster occurs, Brazoria County will coordinate with the General Land Office for funding opportunities and reach out to disaster recovery agencies to help spread the information regarding assistance and how to apply.

Impediment		Action Steps to Alleviate the Impediment	PY 2026 Goals
		4g. County will continue to review changing zoning ordinances and deed restrictions which create barriers to affordable housing	This is a continuous process for the CD Dept.
#5	5. Possible predatory lending or denial of loans	5a. The County has no authority to regulate lender requirements.	
		5b. The County will encourage area providers of homebuyer and financial stability education to market their services	No action will be taken this funding cycle.
		5c. The County will require homebuyer and financial stability education to first-time homebuyers receiving assistance and encourage them to attend prior to selecting home	Homebuyers through the CHDO project will be required to take homeownership education classes.
		5d. The County will conduct an annual fair housing workshop for realtors and lenders linked to the first-time homebuyers program	No action is proposed be taken this funding cycle. The County does not provide county wide homeownership assistance thus no fair are planned, but the County will continue to support such services and opportunities for Brazoria County residents.
Environmental/Environmental Justice			
#6	6. Natural disasters such as storm surge, flooding, windstorm damage	6a. The County has no control over natural disasters	
		6b. The County will ensure any new homes built with CDBG and HOME funds will comply with flood and windstorm codes	All homes build with HUD funds are windstorm engineered and inspected, and if applicable, elevated 2' above BFE (Base Flood Elevation), according to Brazoria County Floodplain requirements.
		6c. All down-payment and closing cost recipients will be required to select homes that comply with flood and windstorm codes	Homes sold through the CHDO funded acitivity will require compliance with flood and windstorm codes.

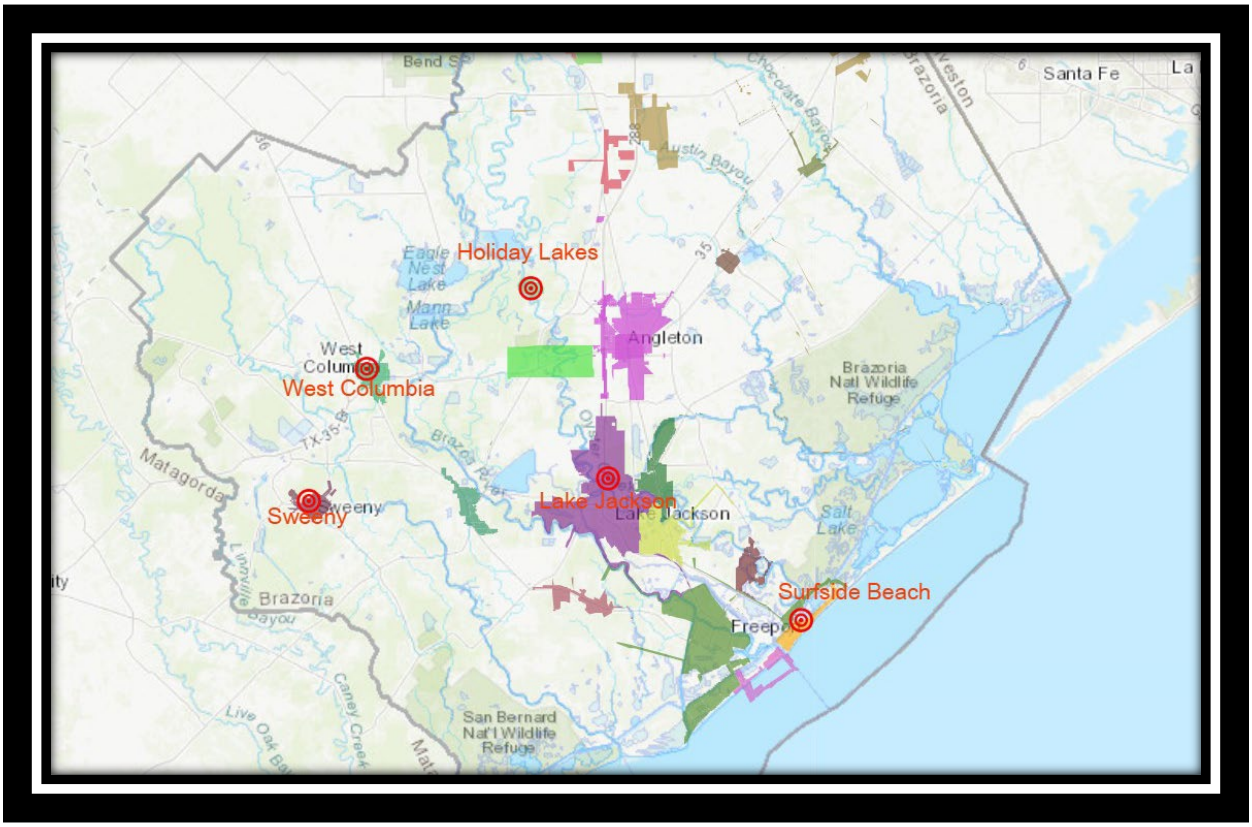
Impediment		Action Steps to Alleviate the Impediment	PY 2026 Goals
		6d. The County will fund drainage projects to prevent flooding	The County is funding one (1) drainage project in 2026 within a cooperative city location to mitigate and address flooding before it occurs. Additionally, GLO CDBG-DR and CDBG-MIT funds, however will be used to fund several drainage projects in the upcoming year.
#7	7. Quality infrastructure is limited in some areas	7a. The County will provide CDBG funds to cities for improvements to sidewalks, streets, water lines, water towers, and/or sewer lines	CD will fund two (1) water project this funding cycle.
#8	8. Parks and public facilities are insufficient or deteriorating	8a. The County will fund projects for the expansion or improvement of public parks and/or public facilities	CD will fund two (1) park improvement project this funding cycle.
#9	9. High number of brownfields and toxic substance locations in close proximity to areas of minority & low-income concentrations	9a. The County does not have funds to clean up the brownfields and toxic sites	
		9b. The County will review the location of housing assistance and will not allow assistance in areas of close proximity to toxic sites	The County will review all home rehabilitation projects for their proximity to toxic sites.
#10	10. Shortage of grocery stores, pharmacies, big box stores and dollar stores	10a. The County has no available remedy to address the lack of amenities in minority and low-income areas. However, the County will work with the Economic Development Alliance of Brazoria County to identify and implement incentives.	Many small cities and unicorporated areas now have Dollar General stores where they did not have any other comparible type of store. Dollar General stores now have most of the basic needs, including fruits and vegetables as well as frozen items. Harvest for the Hungry operates within the county providing residents with affordable and no-cost fresh vegetables and fruits through several Brazoria County pantries.

Impediment		Action Steps to Alleviate the Impediment	PY 2026 Goals
#11	11. Public transportation is very limited	11a. The County will discuss with Connect Transit the possibility to expand its service throughout the county.	The CD department will attend any outreach events with the Gulf Coast Transit District (formerly Connect Transit) and share any information related to expanded transit options in the county. Recently, transit services have been expanded and modified from fixed-route to demand response to address the transit needs of residents of the county.
#12	12. Limited LEP resources in schools	12a. The school districts are independent and the County has no authority or influence over their staffing and policies, however the County will entertain CDBG applications for unfunded LEP programs	No action to be taken.
#13	13. Hate crimes, bullying, crime in general	13a. The County will support efforts of its Sheriff Department and city and school district police departments to stem crime through distribution of flyers/posters	No action to be taken.
		13b. The County DA will monitor/investigate complaints filed against law enforcement	Ongoing. The CD Department will refer any known complaints in this area to the DA.
		13c. Law enforcement and the DA will investigate hate crimes, criminal discrimination and bullying	No action to be taken.
Legislative and Regulatory			
#14	14. Not all cities have adequate Fair Housing Ordinances	14a. The County will meet with cities without Fair Housing Ordinances to encourage the establishment	No action will be taken this funding cycle. Fair housing awareness is transmitted and made known to the cities through Fair Housing outreach and direct messages about actions the cities can take to uphold Fair Housing.
		14b. The County will devote time at CDAB meetings regarding Fair Housing Ordinances	The CD Department will also continue to ensure each participating city adopts a Fair Housing resolution every year.

Impediment		Action Steps to Alleviate the Impediment	PY 2026 Goals
#15	15. Not all cities allow group homes.	15a. The County will include a discussion on group homes in CDAB meetings.	No action will be taken this funding cycle. CDAB meetings have been suspended since the Pandemic. New means of community coordination will be identified in the County's upcoming Consolidated Planning process.
#16	16. Requirement among some cities of concrete driveways and carports	16a. The County will attempt to negotiate with cities about the requirements of driveways, concrete pads for carports and sidewalks when rehabilitating or reconstructing houses	CD dept. will continue to address the carport/driveway requirements with City officials.
		16b. The County will advise non-profit developers/builders of affordable housing on requesting waivers from driveway/carport requirements	Ongoing. The CD Deparment will meet with developers upon request as needed.
#17	17. Cities lack understanding about affirmatively furthering fair housing	17a. The County will devote CDAB meetings to discuss the requirements of affirmatively furthering fair housing	The CDAB has not been reinstated but the CD Department will work with participating cities through regular communication about housing opportunities and importance of affirmatively furthering fair housing.
		17b. The County will receive any complaints by advocacy groups and individuals regarding perceived violations to the Fair Housing Act.	CD Department will address any complaints as received.
		17c. A part of certifying that the County will affirmatively further fair housing, it will review and document its efforts and those of participating municipalities annually	CD will request that all participating Cities, as well as the County, promote affirmatively furthering fair housing and declare April as Fair Housing Month. The CD Department will conduct outreach activities by sharing fair housing information at community outreach events.

APPENDIX B

Narrative for the geographic distribution and the corresponding table below is discussed in AP-50.



Target Area	Amount	Percentage of Funds	Percentage of Minority	Low-mod Area
Holiday Lakes*	**$123,500**	**8.0%**	**77.1%**	**86%**
Lake Jackson	**$220,000**	**15.0%**	**42.7%**	**61.3%**
Sweeny*	**$166,500**	**11.4%**	**30.0%**	**75%**
West Columbia*	**$166,500**	**11.4%**	**57.8%**	**51%**
Surfside Village*	**$213,347.40**	**14.60%**	**17.3%**	**79.2%**
Brazoria County Service Area	**$571,455.60**	**39.0%**		
TOTAL	**$1,510,632**			

*Cities that conducted income surveys

APPENDIX C

Monitoring Process

General and CDBG-Specific Monitoring: Program monitoring is an on-going process of planning, implementation, communication, and follow-up. The process is interactive and provides a continuity of involvement from pre-contract planning, through implementation and follow-up.

The monitoring process consists of the monitor's examination of time records, client intake files, financial records, and equipment and machinery purchase records. During a monitoring visit the monitors have the right to view any and all files that are related to a particular program or activity that is being funded with CDBG funds. The County staff utilizes HUD's Monitoring Checklists and adds any project-specific items relevant to properly assess the overall quality of the activities. At the completion of the on-site visit, the staff meets with the subrecipient director and staff to discuss preliminary findings and possible resolutions. A letter is then sent to the subrecipient outlining areas of compliance and areas for which there are concerns or findings, with a process for remediation, and a timeframe for completion.

Infrastructure and public facility projects managed by the County, or participating cities through contractors, are monitored on an on-going basis to ensure compliance with environmental and labor laws as well as all HUD regulations. The staff is in constant contact with the city/subrecipient, engineer and contractor on the status of the work. The project is inspected by the project engineer each time an invoice is submitted for payment.

HOME Investment Partnerships Program (HOME) Monitoring Strategy: Clear record keeping requirements are essential for grant accountability. In the case of a CHDO, responsibility for maintaining many of the records would be assigned to the non-profit. This includes responsibility for verifying household income, which is determined by the number of persons living in the household over age 18. The monitoring process also consists of examining client files, that should include property leases, deeds of trust, etc., and conducting a property walk-through of rehabilitation.

Once the contract is signed with the contractor, the Community Development staff is in constant contact with the contractor on the status of the work. Every time the contractor submits an invoice for payment, the staff inspects the property to verify that the work was completed. If it is a reconstruction, then the staff inspects all "cover ups" (foundation, framing/roof, electrical, plumbing, etc.). The windstorm inspector also inspects the work and the CD staff gets notification stating whether the inspection passed or there were some issues that the contractor needs to

address. Once the home is completed, the CD staff uses a checklist to verify that the home meets Brazoria County's HQS minimum property standards. The staff prepares a punch list of items to be fixed. On a rehabilitation project, the CD staff verifies that the contractor has completed the items on the bid, according to the bid specification, and signs off that the repairs are completed. When the punch list is completed and the homeowner produces evidence of Homeowners, windstorm, and flood insurance, if applicable, the staff issues a certificate of occupancy, and the homeowner is allowed to move in.

CD staff monitors first-time homebuyers and homeowners yearly for current property taxes and insurance to protect the home. Letters are sent to the homeowner once the review is completed, and it states any deficiencies or issues, and the corrective action, and a timeframe to correct the deficiencies.

The staff is also responsible for monitoring compliance with Fair Housing and Equal Opportunity (FHEO) laws. Staff will also review projects for compliance with the Lead-Based Paint Ordinance, housing quality standards, applicable City building codes (for projects in incorporated jurisdictions) and other rules as appropriate.

APPENDIX D- Public Notices, Public Hearings & Citizen Participation Supplemental Documentation

Summary of Program Year public comment and public hearings:

Public Hearing prior to completion of the Action Plan to solicit comments regarding community unmet needs:

1. **Public Notice Date**: November 6, 2025; Publication: *The Facts*; County Website: https://www.brazoriacountytx.gov/home/showpublisheddocument/20561/638987318027570000 ; https://www.brazoriacountytx.gov/home/showpublisheddocument/20563/638987319361070000 (Spanish)
    a. Public Comment Period: November 6-21, 2025
    b. **Public Hearing:** November 19, 2025, 5:30 pm
    c. No comments received.

Public Hearings after publication of the Action Plan to solicit comments about the proposed projects:

2. **Public Notice Date**: June 16, 2026; Publication: *The Facts*, County Website: https://www.brazoriacountytx.gov/departments/housing-and-urban-development/public-notices ; (English & Spanish)
    a. Public Comment period: June 16- July 17, 2026
    b. Public Hearing 1, June 30, 2026, 5:30 pm
    c. Public Hearing 2, July 9, 2026, 10:00 am
    d. Comments- no comments received.

Attachments: Affidavit of Publication, & Website Screenshots

PUBLIC NOTICE

2024 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER) AND REQUEST FOR COMMUNITY INPUT ON NEEDS

Brazoria County's PY 2024 Consolidated Annual Performance Evaluation Report (CAPER) is available for review and comment at the Brazoria County Community Development Department located at 1524 E. Mulberry, Suite 162, Angleton, Texas, 77515 from 8 am to 5 pm, Monday through Friday, November 6 – November 21, 2025, and on our website at https://www.brazoriacountytx.gov/departments/housing-and-urban-development/caper . The PY2024 CAPER includes an annual assessment of the use of funds, the delivery of activities and the County's performance in meeting its goals for the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and HOME Investment Partnerships-American Rescue Plan (HOME-ARP) activities. The public is encouraged to review and comment on this document.

Additionally, as a part of the CAPER comment period, Brazoria County is seeking citizen input on housing and community development needs including non-housing priority needs and fair housing.

Public Hearing

A public hearing will be held on Thursday, November 19, 2025 at 5:30 pm at the Brazoria County East Annex Lobby located at 1524 East Mulberry, Angleton, Texas to receive input and comments from the public. This venue is accessible for persons with physical disabilities. The public hearing will be conducted in English; however, Spanish and sign language interpreters can be made available upon request, and persons needing other special accommodations to attend the public hearing should contact Daphne Lemelle at (979) 864-1860, at least 48 hours prior to the hearing so that accommodations can be made.

Public Comment

Public comments on the PY2024 CAPER and community needs can be submitted to the Brazoria County Community Development Department, 1524 E. Mulberry, Suite 162, Angleton, Texas 77515, by fax to (979) 864-1089, or by email to BCCD@brazoriacountytx.gov . Please submit all comments by 5 pm November 21, 2025.

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

The Brazosport Facts
720 S. Main St, Clute, TX 77531
(979) 237-0100

State of Florida, County of Orange, ss:

I, Edmar Corachia, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of The Brazosport Facts, a daily newspaper of general circulation, printed and published in Brazoria County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

Publication Dates:
- Nov 6, 2025

Notice ID: nlkSVqFRwXkWIIkuRG31
Notice Name: 2024 CAPER PUBLIC NOTICE 11-6-25

Publication Fee: $349.69

Edmar Corachia

_____
Agent

VERIFICATION

State of Florida
County of Orange

JESSICA GORDON-THOMPSON
Notary Public - State of Florida
Commission # HH301656
Expires on August 17, 2026

Signed or attested before me on this: 11/06/2025

_____
Notary Public

Notarized remotely online using communication technology via Proof.

PUBLIC NOTICE

2024 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER) AND REQUEST FOR COMMUNITY INPUT ON NEEDS

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See Proof on Next Page

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(979) 237-0100

State of Florida, County of Orange, ss:

I, Edmar Corachia, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of The Brazosport Facts, a daily newspaper of general circulation, printed and published in Brazoria County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

Publication Dates:
- Nov 6, 2025

Notice ID: o2ACBpqSoeEdR1bo8vMt
Notice Name: 2024 CAPER PUBLIC NOTICE 11-6-25 SPANISH

Publication Fee: $369.77

Edmar Corachia

_____
Agent

VERIFICATION

State of Florida
County of Orange

NOTARY PUBLIC STATE OF FLORIDA
JESSICA GORDON-THOMPSON
Notary Public - State of Florida
Commission # HH301656
Expires on August 17, 2026

Signed or attested before me on this: 11/06/2025

_____
Notary Public

Notarized remotely online using communication technology via Proof.

NOTICIA PUBLICA

INFORME ANUAL DE EVALUACION DE RENDIMIENTO CONSOLIDADO 2024 (CAPER)

El Informe Consolidado de Evaluacion de Rendimiento Anual 2024 del Condado de Brazoria estara disponible para revision y comentarios en el Departamento de Desarrollo Comunitario del Condado de Brazoria ubicado en 1524 E. Mulberry, Suite 162, Angleton, Texas, 77515 de 8 am a 5 pm, lunes a viernes, noviembre 6 – noviembre 21, 2025 y en nuestro sitio web en https://www.brazoriacountytx.govdepartments/housing-and-urban-development/caper. El PY2024 CAPER incluye una evaluacion annual del uso de fondos, la entrega de actividades y el rendimiento del condado al alcanzar sus metas del fondo del bloque para el Desarrollo Comunitario (CDBG), el programa de Socialidades para la inversion de Vivienda (HOME), y del plan de rescate americano (HOME-ARP). Se alienta al publico que revise y aporte su opinion sobre este documento.

Además, como parte del período de comentarios del CAPER, el condado de Brazoria está recabando opiniones de los ciudadanos sobre las necesidades de vivienda y desarrollo comunitario, incluidas las necesidades prioritarias no relacionadas con la vivienda y la vivienda justa.

Audiencia Publica
Una audiencia publica se llevara a cabo para recibir comentarios y aporte, el jueves, noviembre 19, 2025 a las 5:30 pm en la sala del edificio Anex del Condado de Brazoria ubicado en 1524 East Mulberry, Angleton, Texas. Este lugar es accessible par personas con incapacidades fisicas. Esta audencia publica sera en ingles, pero, interpretes en Espanol y lenguage de senas pueden ser accessibles si son requeridos, y personas que necesitan otras adaptaciones especiales deben comunicarse con Daphne Lemelle al (979) 864-1860, al menos 48 horas antes de la audencia publica para poder hacer las acomodaciones necesarias.

Comentario Publico
Comentarios publicos sobre el CAPER PY 2024 pueden ser submitidos al departamento de Desarrollo Comunitario del Condado de Brazoria, 1524 E. Mulberry, Suite 162, Angleton, Texas, 77515 o al fax (979) 864-1089, o por correo electronico a BCCD@brazoriacountytx.gov. Por favor de enviar cualquier comentario antes de las 5:00 p.m. del 21 de noviembre del 2025.

The Facts
COVERING BRAZORIA COUNTY ★ WHERE TEXAS BEGAN

AFFIDAVIT OF PUBLICATION

The Brazosport Facts
720 S. Main St, Clute, TX 77531
(979) 237-0100

State of Florida, County of Broward, ss:

I, Anjana Bhadoriya, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC and duly authorized agent of the The Brazosport Facts, a Daily newspaper published in Clute, State of Texas, and in general circulation within Brazoria County, that the attached printed material was published in said newspaper.

Publication Dates:
- Jun 16, 2026

Notice ID: mpQzPKWiwDF0BgcdD4TM
Notice Name: 2026 action plan

Publication Fee: $389.13

Anjana Bhadoriya

_____
Agent

VERIFICATION

State of Florida
County of Broward

Signed or attested before me on this: 06/17/2026

S Smith
_____
Notary Public

Notarized remotely online using communication technology via Proof.

NOTARY PUBLIC • STATE OF FLORIDA •
SHERI SMITH
Notary Public - State of Florida
Commission # HH804448
Expires on May 31, 2030

Public Hearing notice
Brazoria County 2026 Action Plan

Brazoria County expects to receive funding from HUD in the amount of $1,461,303 in CDBG funds and $470,874.12 in HOME Program funds during Program Year 2026. The County must publish the intended use of such funds through the Brazoria County Annual Action Plan (AAP).

A copy of the PY 2026 AAP which includes project descriptions and amounts is available for public viewing at the Brazoria County Community Development Department, 1524 E. Mulberry, Suite 162, Angleton, Texas 77515; and online at:

https://www.brazoriacountytx.gov/departments/housing-and-urban-development/action-plan

PUBLIC COMMENT & PUBLIC HEARINGS

Written comments will be accepted through July 17, 2026, and can be submitted to BCCD@brazoriacountytx.gov , in person or through mail to the Brazoria County Community Development Department, 1524 E. Mulberry, Suite 162, Angleton, Texas 77515, or by fax to (979) 864-1089. Please submit all written comments by 4:00 pm July 17, 2026.

Public hearings will be held at **5:30 PM** on **Tuesday, June 30, 2026** , and **10:00 AM** on **Thursday, July 9, 2026,** at the Brazoria County East Annex located at 1524 E. Mulberry, Angleton, Texas.

The venue is accessible for persons with physical disabilities. Handicapped, non-English speaking, sign language, and any other persons needing special accommodations and wishing to attend this public hearing should contact Daphne Lemelle at (979) 864-1860, at least 48 hours prior to the hearing so that accommodations can be made.

Para información general, por favor llame a Daphne Lemelle al (979) 864-1860. Ademas, pueden presentarse observaciones por escrito al Departamento de Desarrollo de Comunidad del Condado de Brazoria, 1524 E. Mulberry, Suite 162, Angleton, Texas 77515 o por fax al (979) 864-1089. Por favor de enviar cualquier comentario antes de las 4:00 p.m. del 17 de julio del 2026..

Published: June 16, 2026

AFFIDAVIT OF PUBLICATION

The Brazosport Facts
720 S. Main St, Clute, TX 77531
(979) 237-0100

State of Florida, County of Broward, ss:

I, Anjana Bhadoriya, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC and duly authorized agent of the The Brazosport Facts, a Daily newspaper published in Clute, State of Texas, and in general circulation within Brazoria County, that the attached printed material was published in said newspaper.

Publication Dates:
- Jun 16, 2026

Notice ID: Ff6FNtIURd8TairmX6Gy
Notice Name: 2026 action plan spanish

Publication Fee: $419.87

Anjana Bhadoriya

_____
Agent

VERIFICATION

State of Florida
County of Broward

Signed or attested before me on this: 06/17/2026

S Smith
_____
Notary Public

Notarized remotely online using communication technology via Proof.

SHERI SMITH
Notary Public - State of Florida
Commission # HH804448
Expires on May 31, 2030

NOTICIA pÚBLICA
PLAN DE ACCIÓN DEL CONDADO DE Brazoria

El Condado de Brazoria espera recibir fondos del departe de HUD en valor de $1,461,303 en concepto de fondos del Programa CDBG y $470,87412 en concepto de fondos del Programa HOME durante el año de programación 2026. El Condado debe publicar el uso previsto de dichos fondos a través del Plan de Acción Anual del Condado de Brazoria (AAP).

Una copia del AAP del año programaático 2026, que incluye descripciones de los proyectos y las cantidades, está disponible para su visualización pública en el Departamento de Desarrollo Comunitario del Condado de Brazoria, 1524 E. Mulberry, Suite 162, Angleton, Texas 77515; y en línea en:

https://www.brazoriacountytx.gov/departments/housing-and-urban-development/action-plan

COMENTARIOS Y AUDIENCIAS PÚBLICAS

Se aceptarán comentarios por escrito hasta el 17 de julio del 2026, y pueden enviarse a BCCD@brazoriacountytx.gov, en persona o por correo al Departamento de Desarrollo Comunitario del Condado de Brazoria, 1524 E. Mulberry, Suite 162, Angleton, Texas 77515, o por fax al (979) 864-1089. Envie Todos los comentarios por escrito antes de las 4:00 PM del 17 de julio del 2026.

Las audiencias públicas se llevarán a cabo a las **5:30 PM** el martes 30 de junio del 2026, y el jueves, 9 de julio del 2026 las **10:00 AM** , en el East Annex del Condado de Brazoria ubicado en 1524 E. Mulberry, Angleton, Texas

El lugar es accesible para personas con discapacidades físicas. Las personas discapacitadas, las que no hablen inglés, las que utilicen el lenguaje de signos y cualquier otra persona que necesite adaptaciones especiales y desee asistir a esta audiencia pública debe ponerse en contacto con Daphne Lemelle en el (979) 864-1860, al menos 48 horas antes de la audiencia para que se puedan realizar las adaptaciones necesarias.

For general information, please call Daphne Lemelle at (979) 864-1860. In addition, written comments may be submitted to the Brazoria County Community Development Department, 1524 E. Mulberry, Suite 162, Angleton, Texas 77515, or by fax to (979) 864-1089. Please submit any comments by 4:00 p.m. on July 17, 2026.

Published: June 16, 2026

PUBLIC HEARING NOTICE
BRAZORIA COUNTY 2026 ACTION PLAN

Brazoria County expects to receive funding from HUD in the amount of $1,461,303 in CDBG funds and $470,874.12 in HOME Program funds during Program Year 2026. The County must publish the intended use of such funds through the Brazoria County Annual Action Plan (AAP).

A copy of the PY 2026 AAP which includes project descriptions and amounts is available for public viewing at the Brazoria County Community Development Department, 1524 E. Mulberry, Suite 162, Angleton, Texas 77515; and online at:

https://www.brazoriacountytx.gov/departments/housing-and-urban-development/action-plan

PUBLIC COMMENT & PUBLIC HEARINGS

Written comments will be accepted through July 17, 2026, and can be submitted to BCCD@brazoriacountytx.gov, in person or through mail to the Brazoria County Community Development Department, 1524 E. Mulberry, Suite 162, Angleton, Texas 77515, or by fax to (979) 864-1089. Please submit all written comments by 4:00 pm July 17, 2026.

Public hearings will be held at **5:30 PM** on **Tuesday, June 30, 2026**, and **10:00 AM** on **Thursday, July 9, 2026,** at the Brazoria County East Annex located at 1524 E. Mulberry, Angleton, Texas.

The venue is accessible for persons with physical disabilities. Handicapped, non-English speaking, sign language, and any other persons needing special accommodations and wishing to attend this public hearing should contact Daphne Lemelle at (979) 864-1860, at least 48 hours prior to the hearing so that accommodations can be made.

Para información general, por favor llame a Daphne Lemelle al (979) 864-1860. Ademas, pueden presentarse observaciones por escrito al Departamento de Desarrollo de Comunidad del Condado de Brazoria, 1524 E. Mulberry, Suite 162, Angleton, Texas 77515 o por fax al (979) 864-1089. Por favor de enviar cualquier comentario antes de las 4:00 p.m. del 17 de julio del 2025.

Published: June 16, 2026

PROGRAM YEAR 2026 PROPOSED PROJECTS

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Holiday Lakes- Street Improvements	$123,500.00
Lake Jackson- Park Improvements	$220,000.00
Sweeny – Street Improvements	$166,500.00
West Columbia- Drainage Improvements	$166,500.00
Surfside Village - Water Improvements	$213,347.40
GMZ Education Development Center- Public Facility Improvement (Generator)	$60,000.00
INFRASTRUCTURE SUBTOTAL:	**$949,847.40**
ActionS Homebound Meals	$25,000.00
ActionS Transportation	$25,600.00
Boys & Girls Club Prevention Program – Pct. 1	$4,000.00
Boys & Girls Club Prevention Program – Pct. 2	$6,000.00
Boys & Girls Club Prevention Program – Pct. 3	$4,000.00
Boys & Girls Club Prevention Program – Pct. 4	$5,000.00
Boys & Girls Club Prevention Program- Juvenile Probation	$19,500.00
Brazosport Cares Food Pantry	$20,000.00
Brazosport Cares Food Pantry-Sweeny	$7,000.00
Counseling Connections for Change	$25,000.00
Dream Center	$19,695.00
Gathering Place Alzheimer Program	$14,700.00
Junior Achievement – Pct. 1	$4,000.00
Junior Achievement – Pct. 4	$4,100.00
Refuge for Women	$20,600.00
BCCD- Emergency Rent/Utility Assistance	$15,000.00
PUBLIC SERVICE SUBTOTAL:	**$219,195.00**
General Administration	$292,260.60
2026 CDBG PROGRAM TOTAL:	**$1,461,303.00**

HOME PROGRAM

Housing Rehabilitation/Reconstruction Program	$353,155.59
HOME CHDO	$70,631.12
HOME General Administration	$47,087.41
2025 HOME PROGRAM TOTAL:	**$470,874.12**
TOTAL PY2025 Funding:	**$1,932,177.12**

NOTICIA PÚBLICA
PLAN DE ACCIÓN DEL CONDADO DE BRAZORIA

16 DE JUNIO DE 2026

El Condado de Brazoria espera recibir fondos del departe de HUD en valor de $1,461,303 en concepto de fondos del Programa CDBG y $470,87412 en concepto de fondos del Programa HOME durante el año de programación 2026. El Condado debe publicar el uso previsto de dichos fondos a través del Plan de Acción Anual del Condado de Brazoria (AAP).

Una copia del AAP del año programaático 2026, que incluye descripciones de los proyectos y las cantidades, está disponible para su visualización pública en el Departamento de Desarrollo Comunitario del Condado de Brazoria, 1524 E. Mulberry, Suite 162, Angleton, Texas 77515; y en línea en:

https://www.brazoriacountytx.gov/departments/housing-and-urban-development/action-plan

COMENTARIOS Y AUDIENCIAS PÚBLICAS

Se aceptarán comentarios por escrito hasta el 17 de julio del 2026, y pueden enviarse a BCCD@brazoriacountytx.gov, en persona o por correo al Departamento de Desarrollo Comunitario del Condado de Brazoria, 1524 E. Mulberry, Suite 162, Angleton, Texas 77515, o por fax al (979) 864-1089. Envie
Todos los comentarios por escrito antes de las 4:00 PM del 17 de julio del 2026.

Las audiencias públicas se llevarán a cabo a las **5:30 PM** el martes 30 de junio del 2026, y el jueves, 9 de julio del 2026 las **10:00 AM**, en el East Annex del Condado de Brazoria ubicado en 1524 E. Mulberry, Angleton, Texas

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For general information, please call Daphne Lemelle at (979) 864-1860. In addition, written comments may be submitted to the Brazoria County Community Development Department, 1524 E. Mulberry, Suite 162, Angleton, Texas 77515, or by fax to (979) 864-1089. Please submit any comments by 4:00 p.m. on July 17, 2026.

Published: June 16, 2026

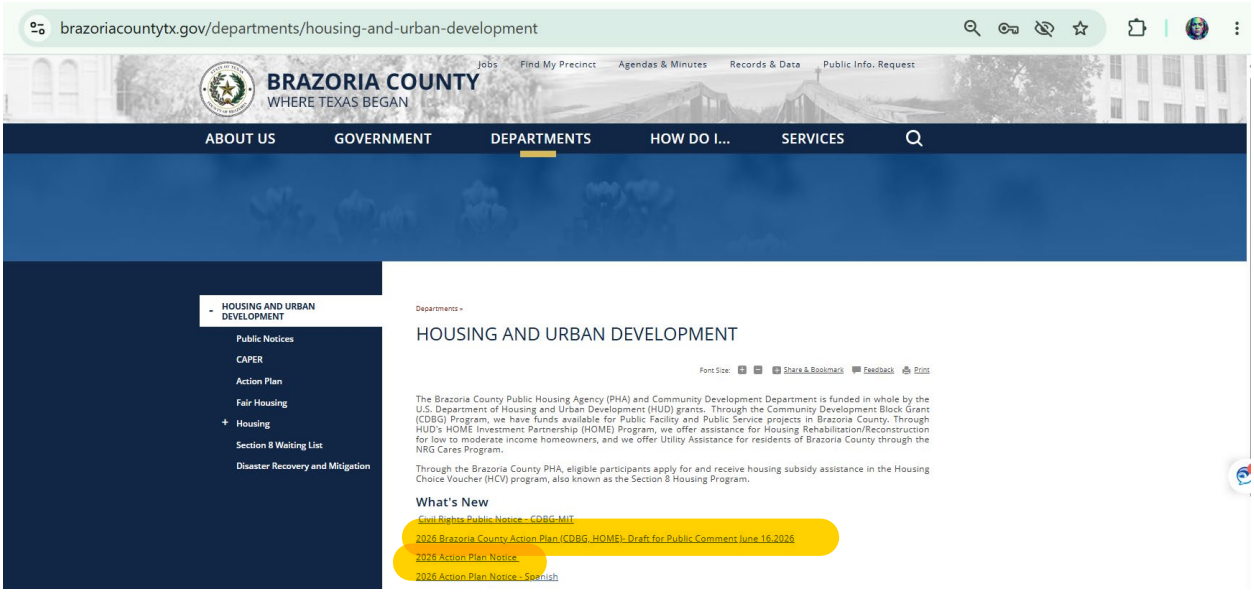
PROYECTOS PROPUESTOS PARA EL AÑO 2026

PROGRAMA DE SUBVENCIONES DEL DESARROLLO COMUNITARIO

Holiday Lakes- Mejoramiento de calles	$123,500.00
Lake Jackson- Mejoramiento de parque	$220,000.00
Sweeny – Mejoramiento de calles	$166,500.00
West Columbia- Mejoramiento del sistema del drenaje	$166,500.00
Surfside Village – Mejoramiento del suministro de agua	$213,347.40
GMZ Education Development Center- Mejoramiento de instalaciones públicas (Generador)	$60,000.00
SUBTOTAL DE INFRAESTRUCTURA:	**$949,847.40**
ActionS Comidas a domicilio	$25,000.00
ActionS Servicio de transporte	$25,600.00
Boys & Girls Club Programa de prevención – Pct. 1	$4,000.00
Boys & Girls Club Programa de prevención – Pct. 2	$6,000.00
Boys & Girls Club Programa de prevención – Pct. 3	$4,000.00
Boys & Girls Club Programa de prevención – Pct. 4	$5,000.00
Boys & Girls Club Programa de prevención – Libertad condicional par menores	$19,500.00
Brazosport Cares Despensa de comida	$20,000.00
Brazosport Cares Despensa de comida-Sweeny	$7,000.00
Counseling Connections for Change	$25,000.00
Dream Center	$19,695.00
Gathering Place Programa de Alzheimer	$14,700.00
Junior Achievement – Pct. 1	$4,000.00
Junior Achievement – Pct. 4	$4,100.00
Refuge for Women	$20,600.00
BCCD- Ayuda de emergencia para alquiler y servicios públicos	$15,000.00
PUBLIC SERVICE SUBTOTAL:	**$219,195.00**
Administración General	$292,260.60
TOTAL DEL PROGRAMA CDBG 2026:	**$1,461,303.00**

PROGRAMA HOME

Programa de Rehabilitación y Reconstrucción de Viviendas	$353,155.59
HOME CHDO	$70,631.12
Administración General HOME	$47,087.41
TOTAL DEL PROGRAMA NACIONAL PARA 2026:	**$470,874.12**
Financiación total del PY2026:	**$1,932,177.12**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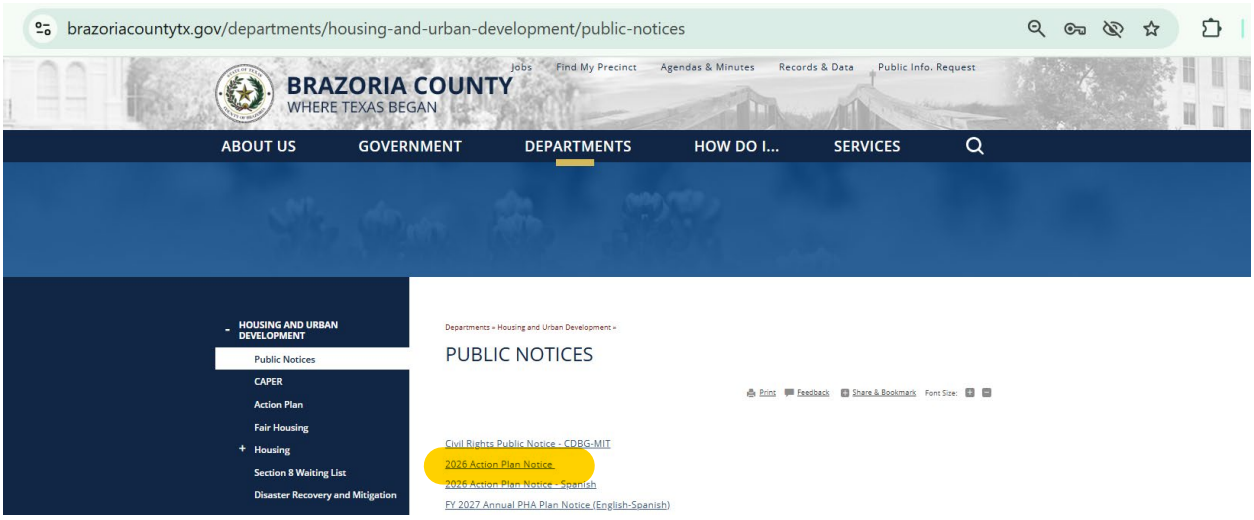
The Brazoria County Public Housing Agency (PHA) and Community Development Department is funded in whole by the U.S. Department of Housing and Urban Development (HUD) grants. Through the Community Development Block Grant (CDBG) Program, we have funds available for Public Facility and Public Service projects in Brazoria County. Through HUD's HOME Investment Partnership (HOME) Program, we offer assistance for Housing Rehabilitation/Reconstruction for low to moderate income homeowners, and we offer Utility Assistance for residents of Brazoria County through the NRG Cares Program.
Through the Brazoria County PHA, eligible participants apply for and receive housing subsidy assistance in the Housing Choice Voucher (HCV) program, also known as the Section 8 Housing Program.
What's New
Civil Rights Public Notice - CDBG-MIT
2026 Brazoria County Action Plan (CDBG, HOME)- Draft for Public Comment June 16,2026
2026 Action Plan Notice
2026 Action Plan Notice - Spanish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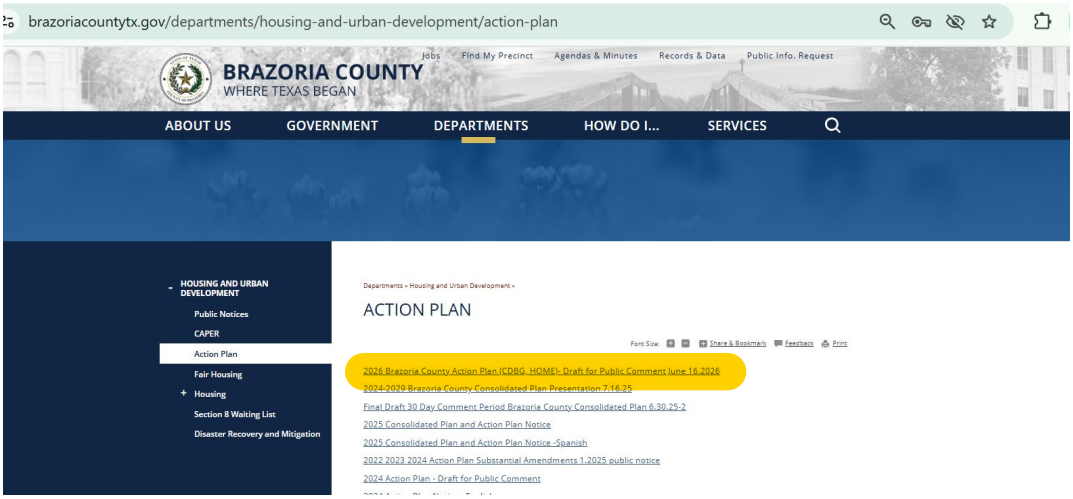
Civil Rights Public Notice - CDBG-MIT
2026 Action Plan Notice
2026 Action Plan Notice - Spanish
FY 2027 Annual PHA Plan Notice (English-Spanish)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2026 Brazoria County Action Plan (CDBG, HOME)- Draft for Public Comment June 16,2026
2024-2029 Brazoria County Consolidated Plan Presentation 7.16.25
Final Draft 30 Day Comment Period Brazoria County Consolidated Plan 6.30.25-2
2025 Consolidated Plan and Action Plan Notice
2025 Consolidated Plan and Action Plan Notice -Spanish
2022 2023 2024 Action Plan Substantial Amendments 1.2025 public notice
2024 Action Plan - Draft for Public Comment

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction’s consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

_____ _____

Signature of Authorized Official Date

_____

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2024,2025, 2026 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature of Authorized Official Date

_____

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

_____ _____

Signature of Authorized Official Date

_____

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

_____ _____

Signature of Authorized Official Date

_____

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

_____ _____

Signature of Authorized Official Date

_____

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Applicant and Recipient Assurances and Certifications

U.S. Department of Housing and Urban Development

OMB Number: 2501-0044
Expiration Date: 2/28/2027

Instructions for the HUD 424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant: [Insert below the Name and title of the Authorized Representative, name of Organization and the date of signature]:

*Authorized Representative Name:

L.M. "Matt" Sebesta, Jr.

*Title: County Judge

*Applicant/Recipient Organization:

Brazoria County, TX

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(1)(iii)).

* Signature:

* Date: (mm/dd/yyyy):

Public Reporting Burden Statement: The public reporting burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 4176, Washington, DC 20410-5000. **Do not send completed HUD 424-B forms to this address.** This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. The Department of Housing and Urban Development is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected provides assurances and certifications for legal requirements related to the administration of this grant program. HUD will use this information to ensure compliance of its grantees. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

OMB Number: 4040-0004
Expiration Date: 03/31/2029

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: BRAZORIA COUNTY

* b. Employer/Taxpayer Identification Number (EIN/TIN): 76-000044

* c. UEI: N1GLHP8EWHD9

d. Address:

* Street1: 1524 E. MULBERRY, SUITE 162
Street2:
* City: ANGLETON
County/Parish:
* State: TX: Texas
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 77515-3913

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:
* First Name: DAPHNE
Middle Name:
* Last Name: LEMELLE
Suffix:

Title: DIRECTOR, COMMUNITY DEVELOPMENT DEPARTMENT

Organizational Affiliation:

* Telephone Number: 979-864-1860
Fax Number:

* Email: DAPHNEL@BRAZORIACOUNTYTX.GOV

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

11. Assistance Listing Number:

14.218

Assistance Listing Title:

Community Development Block Grant

*** 12. Funding Opportunity Number:**

B-26-UC-48-0005

* Title:

Community Development Block Grant

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Public Facilities, Infrastructure, Public Services and General Administration

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 14; 22 | * b. Program/Project: 14; 22

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2026 | * b. End Date: 09/30/2027

18. Estimated Funding ($):

* a. Federal	1,461,303.00
* b. Applicant	
* c. State	
* d. Local	0.00
* e. Other	
* f. Program Income	
* g. TOTAL	1,461,303.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	
* First Name:	L.M."Matt"
Middle Name:	
* Last Name:	Sebesta
Suffix:	Jr.
* Title:	Brazoria County Judge
* Telephone Number:	979-864-1200
Fax Number:	
* Email:	matts@brazoriacountytx.gov
* Signature of Authorized Representative:	
* Date Signed:	

OMB Number: 4040-0004
Expiration Date: 03/31/2029

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
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- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

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* a. Legal Name: Brazoria County

* b. Employer/Taxpayer Identification Number (EIN/TIN): 76-6000044

* c. UEI: N1GLHP8EWHD9

d. Address:

* Street1: 1524 E. Mulberry, Suite 162
Street2:
* City: Angleton
County/Parish:
* State: TX: Texas
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 77515-3913

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:
* First Name: Daphne
Middle Name:
* Last Name: Lemelle
Suffix:

Title: Director, Community Development Department

Organizational Affiliation:

* Telephone Number: 979-846-1860
Fax Number:

* Email: daphnel@brazoriacountytx.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Assistance Listing Number:

14.239

Assistance Listing Title:

HOME Investment Partnerships Program

*** 12. Funding Opportunity Number:**

M-24-UC-58-0230

* Title:

HOME Investment Partnerships Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Homeowner Housing Rehabilitation/Reconstruction and General Administration

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 14; 22 | * b. Program/Project: 14; 22

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2026 | * b. End Date: 09/30/2027

18. Estimated Funding ($):

* a. Federal	470,874.12
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	470,874.12

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

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Add Attachment | Delete Attachment | View Attachment

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☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	
* First Name:	L.M. "Matt"
Middle Name:	
* Last Name:	Sebesta, Jr.
Suffix:	
* Title:	Brazoria County Judge
* Telephone Number:	979-864-1200
Fax Number:	
* Email:	Matts@brazoriacountytx.gov
* Signature of Authorized Representative:	
* Date Signed:	

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

7/28/26
Date

County Judge, Brazoria County
Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2024,2025, 2026 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

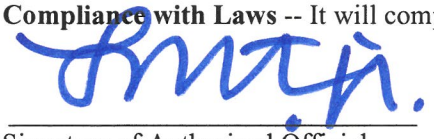
1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.



Signature of Authorized Official

7/28/26

Date

County Judge, Brazoria County

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature of Authorized Official

7/28/26
Date

County Judge, Brazoria County
Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Applicant and Recipient Assurances and Certifications

U.S. Department of Housing and Urban Development

OMB Number: 2501-0044
Expiration Date: 2/28/2027

Instructions for the HUD 424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant: [Insert below the Name and title of the Authorized Representative, name of Organization and the date of signature]:

*Authorized Representative Name:
L.M. "Matt" Sebesta, Jr.
*Title: County Judge
*Applicant/Recipient Organization:
Brazoria County, TX

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(1)(iii)).

* Signature:

* Date: (mm/dd/yyyy): 07/28/2026

Public Reporting Burden Statement: The public reporting burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 4176, Washington, DC 20410-5000. **Do not send completed HUD 424-B forms to this address.** This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. The Department of Housing and Urban Development is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected provides assurances and certifications for legal requirements related to the administration of this grant program. HUD will use this information to ensure compliance of its grantees. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

OMB Number: 4040-0004
Expiration Date: 03/31/2029

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:
7/26/24	

5a. Federal Entity Identifier:	5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:	BRAZORIA COUNTY
* b. Employer/Taxpayer Identification Number (EIN/TIN):	76-000044
* c. UEI:	N1GLHP8EWHD9

d. Address:

* Street1:	1524 E. MULBERRY, SUITE 162
Street2:	
* City:	ANGLETON
County/Parish:	
* State:	TX: Texas
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	77515-3913

e. Organizational Unit:

Department Name:	Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:		* First Name:	DAPHNE
Middle Name:			
* Last Name:	LEMELLE		
Suffix:			

Title:	DIRECTOR, COMMUNITY DEVELOPMENT DEPARTMENT
Organizational Affiliation:	
* Telephone Number:	979-864-1860
Fax Number:	
* Email:	DAPHNEL@BRAZORIACOUNTYTX.GOV

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

11. Assistance Listing Number:

14.218

Assistance Listing Title:

Community Development Block Grant

*** 12. Funding Opportunity Number:**

B-26-UC-48-0005

* Title:

Community Development Block Grant

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Public Facilities, Infrastructure, Public Services and General Administration

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 14; 22 | * b. Program/Project: 14; 22

Attach an additional list of Program/Project Congressional Districts if needed.

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* a. Start Date: 10/01/2026 | * b. End Date: 09/30/2027

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* b. Applicant	
* c. State	
* d. Local	0.00
* e. Other	
* f. Program Income	
* g. TOTAL	1,461,303.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

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*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	
* First Name:	L.M. "Matt"
Middle Name:	
* Last Name:	Sebesta
Suffix:	Jr.
* Title:	Brazoria County Judge
* Telephone Number:	979-864-1200
Fax Number:	
* Email:	matts@brazoriacountytx.gov
* Signature of Authorized Representative:	
* Date Signed:	7/28/26

OMB Number: 4040-0004
Expiration Date: 03/31/2029

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 7/28/26

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Brazoria County

* b. Employer/Taxpayer Identification Number (EIN/TIN): 76-6000044

* c. UEI: N1GLHP8EWHD9

d. Address:

* Street1: 1524 E. Mulberry, Suite 162
Street2:
* City: Angleton
County/Parish:
* State: TX: Texas
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 77515-3913

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:
* First Name: Daphne
Middle Name:
* Last Name: Lemelle
Suffix:

Title: Director, Community Development Department

Organizational Affiliation:

* Telephone Number: 979-846-1860
Fax Number:

* Email: daphnel@brazoriacountytx.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Assistance Listing Number:

14.239

Assistance Listing Title:

HOME Investment Partnerships Program

*** 12. Funding Opportunity Number:**

M-24-UC-58-0230

* Title:

HOME Investment Partnerships Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Homeowner Housing Rehabilitation/Reconstruction and General Administration

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 14; 22

* b. Program/Project: 14; 22

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2026

* b. End Date: 09/30/2027

18. Estimated Funding ($):

* a. Federal	470,874.12
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	470,874.12

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

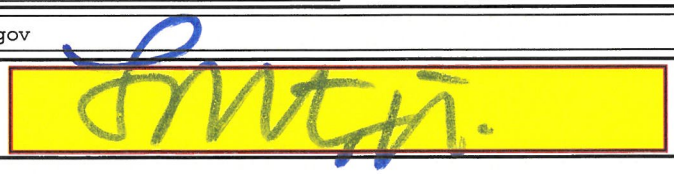
Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	
* First Name:	L.M. "Matt"
Middle Name:	
* Last Name:	Sebesta, Jr.
Suffix:	
* Title:	Brazoria County Judge
* Telephone Number:	979-864-1200
Fax Number:	
* Email:	Matts@brazoriacountytx.gov
* Signature of Authorized Representative:	
* Date Signed:	7/28/26

COMMISSIONERS COURT OF BRAZORIA COUNTY

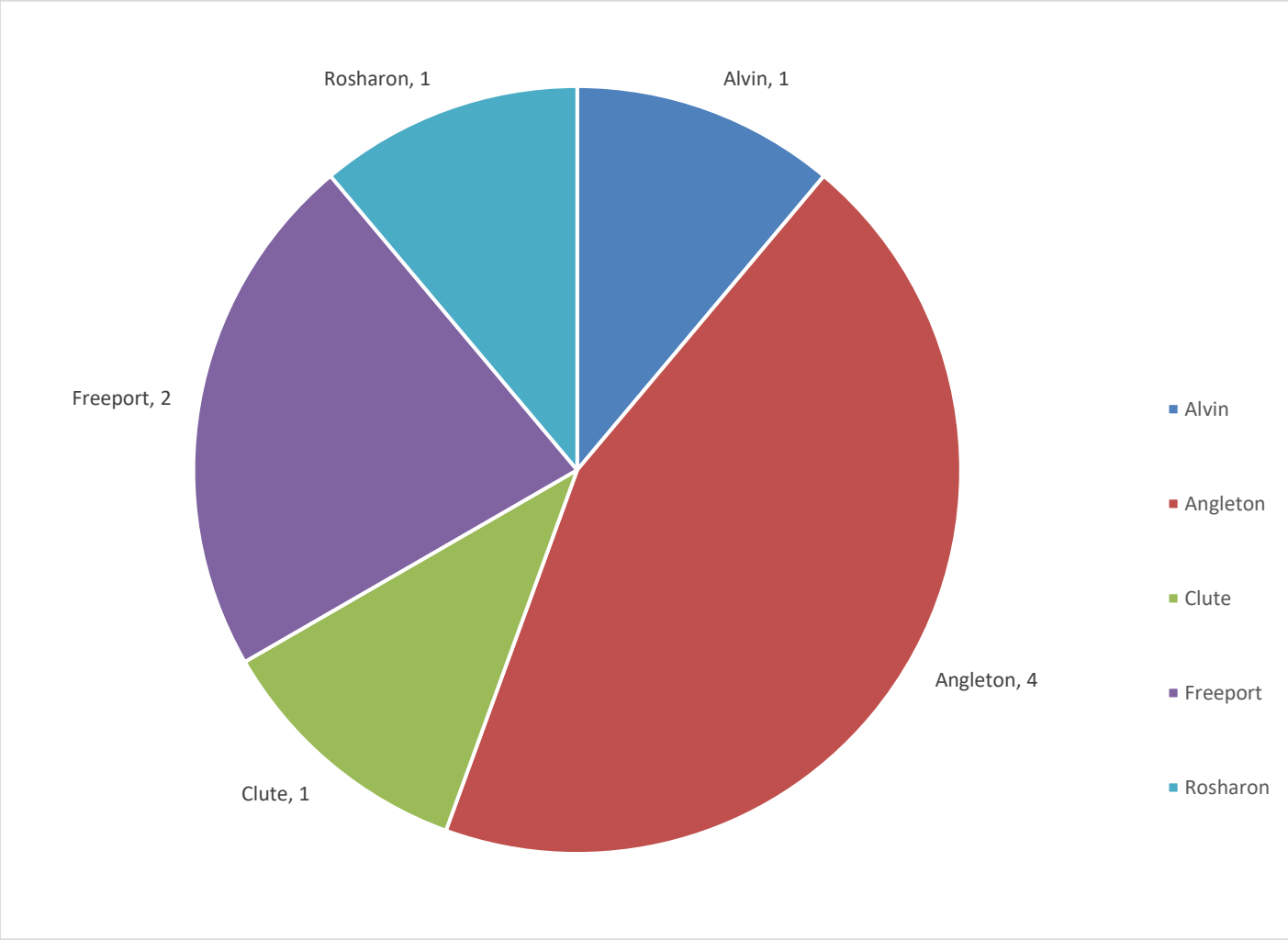
ORDER NO. H.14. **7/28/2026**

Monthly Welfare Reports

Approve the NRG CARE (Reliant Energy, Direct Energy, Stream, Xoom Energy, Green Mountain, Cirro and Discount Power) monthly Assistance Reports for the month of June 2026. This Report shows the cities where NRG CARE funds were utilized, and the number of clients assisted in the month of June 2026.

RELIANT ENERGY - NRG CARE GRANT ASSISTANCE REPORT

June 2026



The above chart represents the number of clients from each City that were assisted in June 2026

TOTAL CLIENTS SEEN: 9

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.15. **7/28/2026**

Monthly Section 8 Reports

Approve the Brazoria County Housing Authority (BCHA) Housing Choice Voucher (HCV), Emergency Housing Voucher (EHV), Stability Voucher, and Foster Youth to Independence (FYI) Voucher Program Monthly Reports for the period of June 1 through June 30, 2026. These reports reflect key program metrics, including, but not limited to the total number of active tenants participating in each voucher program, the geographic distribution of assisted households by city, the number of families exiting the program, program funding levels and utilization, and the number of inspections completed during the reporting period.

FY 2025 Termination Report

Bedroom Size							TOTAL BY MONTH
Month	0	1	2	3	4	5	
January	0	1	2	0	1	0	4
February	0	5	0	1	0	0	6
March	0	2	1	0	0	0	3
April	0	2	0	2	0	0	4
May	0	3	1	1	1	0	6
June	0	2	1	2	0	0	5
July	0	0	3	2	0	0	5
August	0	1	1	1	0	0	3
September	0	2	3	1	0	0	6
October	0	3	3	1	0	0	7
December	0	1	1	0	0	0	2
	0	26	24	11	2	0	63

FY 2026 Termination Report

Bedroom Size							TOTAL BY MONTH
Month	0	1	2	3	4	5	
January	0	0	1	2	0	0	3
February	0	0	4	2	0	0	6
March	0	2	4	1	0	0	7
April	0	1	4	2	0	0	7
May	0	1	0	1	0	0	2
June	0	2	0	1	0	0	3
July							0
August							0
September							0
October							0
November							0
December							0
	0	6	13	9	0	0	28

Inspections (New units, Annual, etc.) CY 2026

Month	Scheduled	Failed	Passed	No show	Inconclusive	Move Out/Damage	Reinspection
October	207	104	93	10	0	0	95
November	145	58	77	10	0	0	65
December	127	58	60	8	0	0	60
Janaury	118	52	60	3	0	0	58
February	130	59	72	7	0	0	60
March	138	75	52	11	0	0	73
April	165	71	84	10	0	0	79
May	158	70	71	17	0	0	80
June	156	67	83	6	0	0	67
July							
August							
September							

Quality Control Inspections CY 2026

Month	Scheduled	Failed	Passed	No show	Inconclusive	Move Out/Damage	Reinspection
October	4	0	4	0	0	0	4
November	0	0	0	0	0	0	0
December	0	0	0	0	0	0	0
Janaury	0	0	0	0	0	0	0
February	7	0	7	0	0	0	7
March	17	5	8	4	0	0	17
April	6	1	3	2	0	0	6
May	2	0	2	0	0	0	2
June	18	0	10	8	0	0	8
July							
August							
September							

**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 2025

Month	Total Units Approved	Total Units Leased	% Leased
January	612	566	92.5%
February	612	564	92.2%
March	612	554	90.5%
April	612	563	92.0%
May	612	545	89.1%
June	612	549	89.7%
July	612	552	90.2%
August	612	554	90.5%
September	612	590	96.4%
October	617	584	94.7%
November	617	598	96.9%
December	617	606	98.2%
	7359	6825	92.7%

FY 2026

Month	Total Units Approved	Total Units Leased	% Leased
October	617	584	94.7%
November	617	598	96.9%
December	617	606	98.2%
January	617	607	98.4%
February	617	612	99.2%
March	617	605	99.2%
April	624	596	98.1%
May	624	593	95.0%
June	624	584	93.6%
July	624		0.0%
August	624		0.0%
September-26	624		0.0%
	7446	5385	72.3%

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

Program Utilization - Calendar Year 2025													
MONTH	REVENUE	MISC	HAP INTEREST	REPAYMENTS	HAP PAYMENTS	UA PAYMENTS	BALANCE	UTILIZATION PERCENTAGE	PORT-IN HAP REVENUE	PORT ADMIN REVENUE	PORT-IN HAP PYMTS	ADMIN REVENUE	ADMIN EXPENSES
January-25	(409,740.00)			864.50	384,406.00	2,452.00	(22,017.50)	94.6%	(24,427.00)	(1,884.47)	19,801.00	(48,861.00)	49,523.41
February-25	(409,740.00)			2,893.00	394,465.00	1,742.00	(10,640.00)	97.4%	(23,835.00)	(1,770.66)	19,802.00	(53,117.00)	65,292.78
March-25	(411,195.00)			1,207.50	402,868.00	2,051.00	(5,068.50)	98.8%	(22,827.00)	(1,758.21)	20,158.00	(48,861.00)	76,310.00
April-25	(411,195.00)			969.00	390,853.00	1,901.00	(17,472.00)	95.7%	(18,563.96)	(1,477.99)	22,827.00	(48,861.00)	50,152.11
May-25	(308,143.00)			1,821.00	387,696.00	1,434.53	82,808.53	127.0%	(22,314.00)	(1,898.34)	22,913.97	(48,324.00)	35,629.02
June-25	(409,781.00)			612.00	389,294.00	2,562.00	(17,313.00)	95.8%	(19,372.96)	(1,544.91)	21,589.98	(53,334.00)	29,680.00
July-25	(408,088.00)			818.00	385,469.00	2,616.00	(19,185.00)	95.3%	(19,221.29)	(1,662.36)	20,515.00	(53,334.00)	55,405.00
August-25	(411,926.00)			612.00	385,594.00	2,407.00	(23,313.00)	94.3%	(20,588.45)	(1,777.78)	20,024.00	(53,334.00)	57,599.00
September-25	(418,335.00)			818.00	405,863.00	2,668.00	(8,986.00)	97.8%	(24,721.05)	(2,341.88)	22,547.00	(58,490.00)	(171,364.00)
October-25	(482,485.00)		(7,207.94)	552.50	402,813.00	3,093.00	(83,234.44)	83.0%	(23,262.79)	(20,206.32)	23,066.00	(57,084.00)	59,583.09
November-25	(401,889.00)		(5,481.27)	557.00	421,578.00	4,002.00	18,766.73	104.6%	(15,802.00)	1,116.36	15,968.00	(48,689.00)	56,985.22
December-25	(416,701.00)		(5,170.44)	440.00	446,483.50	4,551.00	29,603.06	107.0%	(19,515.00)	(1,466.95)	23,258.00	(48,689.00)	53,886.80
TOTALS	**(4,899,218.00)**	**-**	**(17,859.65)**	**12,164.50**	**4,797,382.50**	**31,479.53**	**(76,051.12)**	**98.4%**	**(254,450.50)**	**(36,673.51)**	**252,469.95**	**(620,978.00)**	**418,682.43**
	(4,887,053.50)	-	-	-	4,828,862.03				(912,102.01)				671,152.38

Program Utilization - Fiscal Year 2026													
MONTH	REVENUE	MISC	HAP INTEREST	REPAYMENTS	HAP PAYMENTS	UA PAYMENTS	BALANCE	UTILIZATION PERCENTAGE	PORT-IN RECEIPTS	PORT ADMIN REVENUE	PORT-IN HAP PYMTS	ADMIN REVENUE	ADMIN EXPENSES
October-25	(482,485.00)		(7,207.94)	552.50	402,813.00	3,093.00	(83,234.44)	83.0%	(14,993.00)	(1,230.55)	17,297.00	(57,084.00)	53,583.09
November-25	(401,899.00)		(5,481.27)	557.00	421,578.00	4,002.00	18,756.73	104.6%	(15,802.00)	(1,116.36)	15,968.00	(48,689.00)	56,985.22
December-25	(416,701.00)		(5,481.27)	440.00	446,483.50	4,551.00	29,292.23	106.9%	(19,515.00)	(1,466.95)	23,258.00	(48,689.00)	63,769.10
January-26	(466,742.00)		(5,170.44)	354.00	444,249.50	4,727.00	(22,581.94)	95.2%	(15,145.00)	(1,089.52)	16,989.00	(44,367.00)	59.686.14
February-26	(466,689.00)		(4,940.99)	410.00	438,392.00	4,453.00	(28,374.99)	94.0%	(15,145.00)	(1,194.33)	20,312.00	(44,368.00)	82,409.43
March-26	(426,529.00)		(4,768.43)	867.50	443,579.00	4,270.00	17,419.07	104.0%	(15,145.00)	(1,668.96)	19,557.00	(44,368.00)	96,870.00
April-26	(470,064.00)		(7,413.35)	1,503.50	444,692.00	4,117.00	(27,164.85)	94.3%	(15,145.00)	(1,595.96)	25,705.00	(50,978.00)	64,903.00
May-26	(420,758.00)		(9,531.00)	1,362.50	442,497.00	4,385.00	17,955.50	104.2%	(15,145.00)	(1,790.93)	25,438.00	(50,979.00)	62,062.94
June-26	(424,886.00)		(4,555.00)	858.00	428,645.00	4,067.00	4,129.00	101.0%					
July-26							-	#DIV/0!					
August-26							-	#DIV/0!					
October-26							-	#DIV/0!					
September-26								#DIV/0!					
TOTALS	**(3,976,753.00)**	**-**	**(54,549.69)**	**6,905.00**	**3,912,929.00**	**37,665.00**	**9,430.75**	**98.2%**	**(126,035.00)**	**(11,153.56)**	**164,524.00**	**(389,522.00)**	**480,582.78**
	(3,969,848.00)				3,950,594.00				(526,710.56)				645,106.78

Outgoing Ports

CY 2025			
	# of Families		# Absorbed
Month	Going out	# Billed	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	1
October	0	4	0
November	0	5	0
December	0	5	0

FY 2026			
	# of Families		# Absorbed
Month	Going out	# Billed	or Moved Back
October	0	4	1
November	0	3	0
December	1	4	0
January	1	5	0
February	1	6	0
March	0	6	0
April	0	6	0
May	0	6	0
June	0	0	0
July			
August			
September			

Incoming Ports

CY 2025				
	# of Families	# Billed	# Absorbed	# Terminated/
Month	Coming in		@ EOM	Port out
January	2	26	0	0
February	1	27	0	0
March	1	28	0	0
April	0	28	0	0
May	0	27	0	0
June	0	27	0	1
July	0	27	0	1
August	2	25	0	0
September	1	27	0	1
October	0	27	0	3
November	4	23	0	1
December	0	17	5	0

FY 2026				
	# of Families	# Billed	# Absorbed	# Terminated/
Month	Coming in		@ EOM	Port out
October	0	27	0	3
November	4	23	0	1
December	0	17	5	0
January	0	18	0	0
February	1	19	0	0
March	1	20	0	0
April	1	21	0	0
May	1	22	0	0
June	0	22	0	0
July				
August				
September				

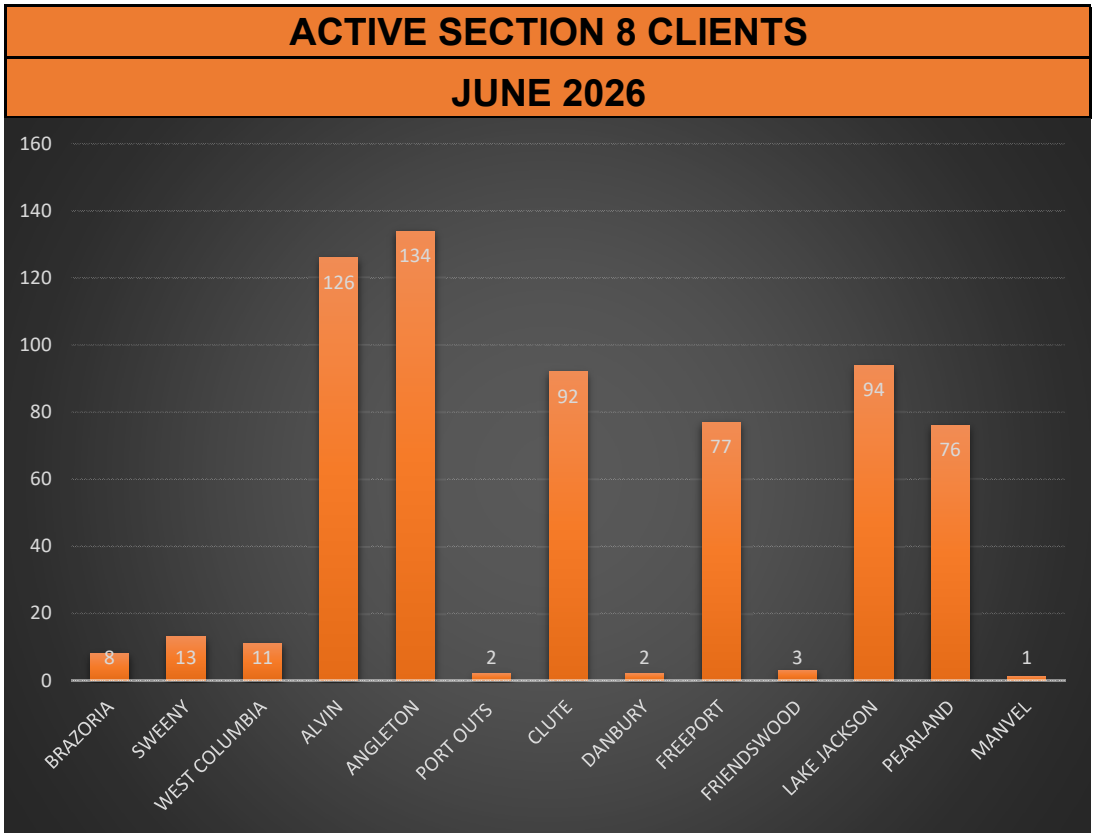
Hard to House Families

CY 2025	
January	2
February	3
March	5
April	3
May	3
June	4
July	3
August	8
September	21
October	11
November	5
December	15

FY 2026	
October	11
November	5
December	15
January	7
February	2
March	3
April	12
May	3
June	3
July	
August	
September	

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

Section 8 Tenants	
BRAZORIA	8
SWEENY	13
WEST COLUMBIA	11
ALVIN	126
ANGLETON	134
PORT OUTS	2
CLUTE	92
DANBURY	2
FREEPORT	77
FRIENDSWOOD	3
LAKE JACKSON	94
PEARLAND	76
MANVEL	1

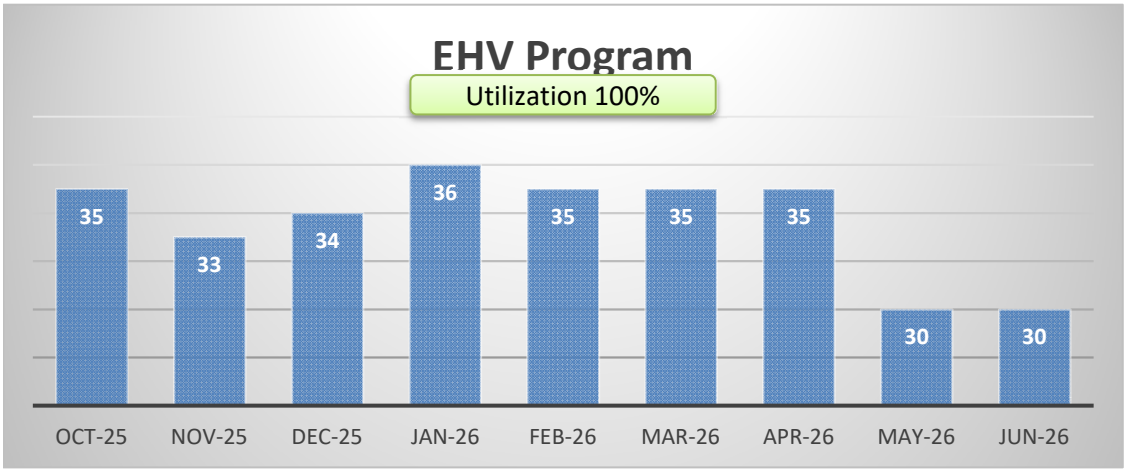


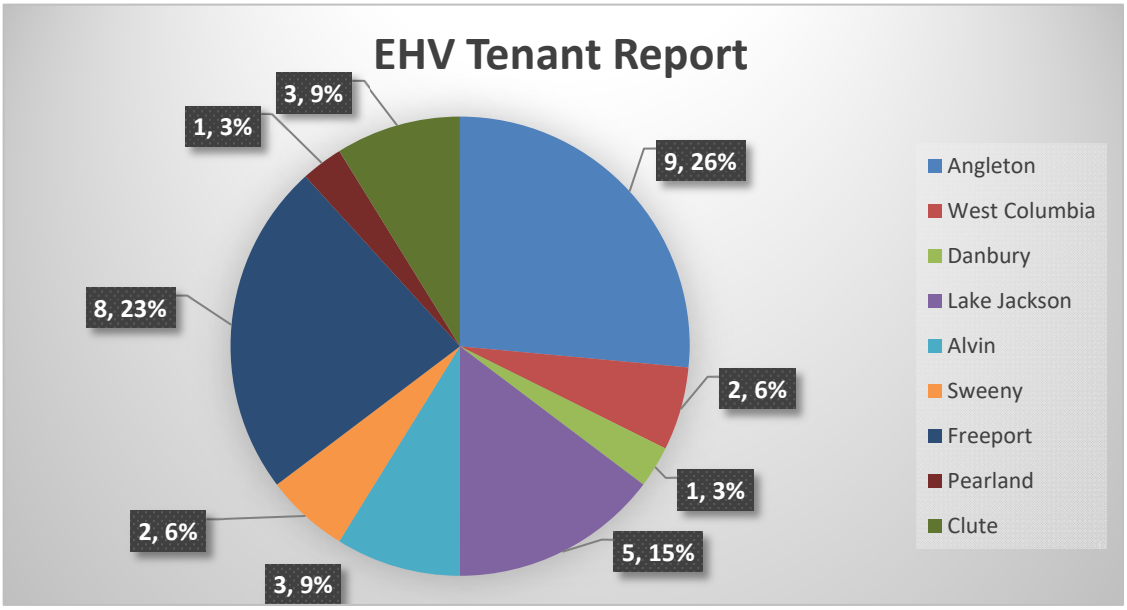
The chart above represents the number of Tenants residing in each City for All Voucher Programs as of June 2026

TOTAL NUMBER OF TENANTS SERVED* 639

*Includes all voucher programs (HCV, EHV, SV, FYI)

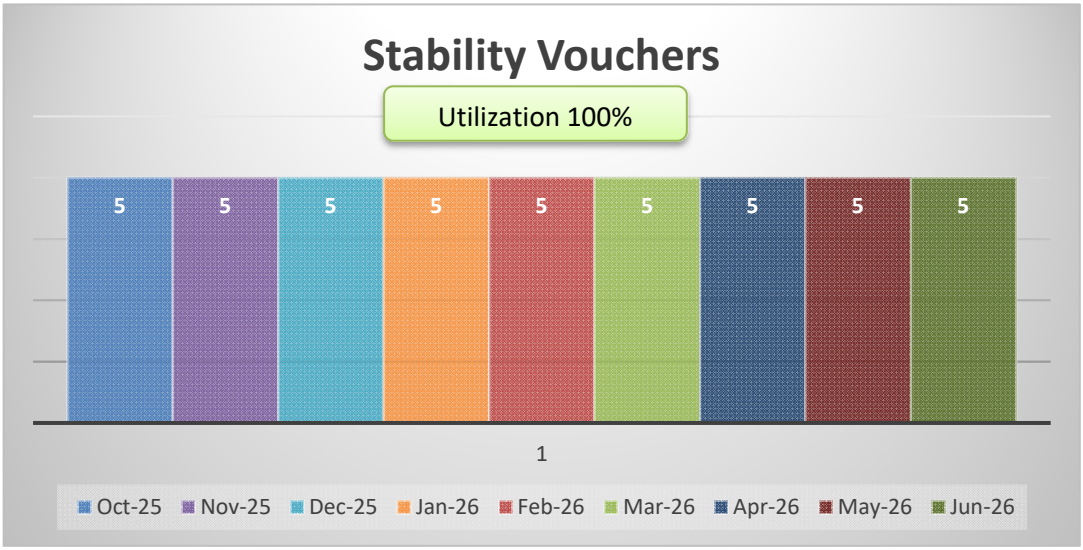
Emergency Housing Voucher Program		
EHV's are special purpose vouchers issued in response to COVID. HUD has confirmed no additional EHV renewal funding will be allocated beyond the final amounts sent		
Total EHV Vouchers Awarded	53	1st and 2nd allocation 2021 & 2022
Oct-25	35	Housed
Nov-25	33	Housed
Dec-25	34	Housed
Jan-26	36	Housed
Feb-26	35	Housed
Mar-26	35	Housed
Apr-26	35	Housed
May-26	30	Housed
Jun-26	30	Housed

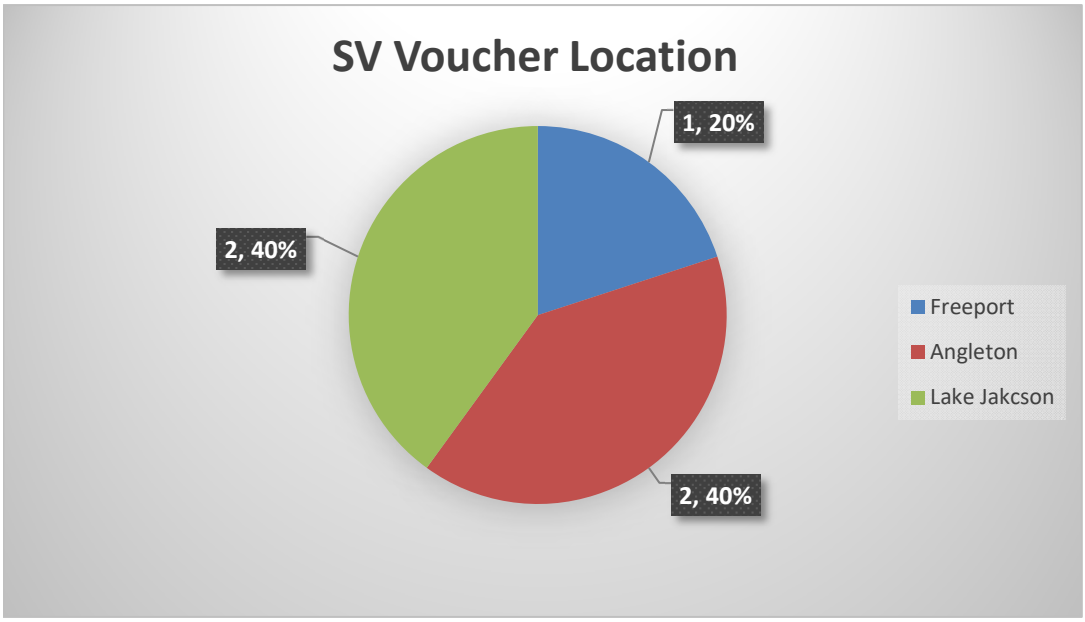




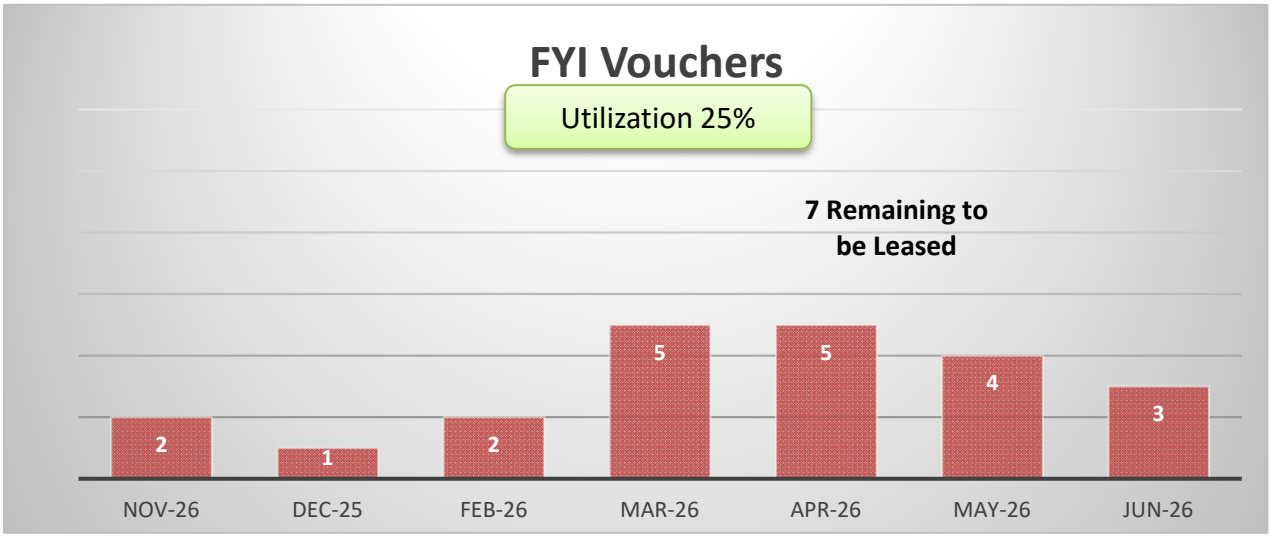
*Note: HUD has granted BCHA a waiver to transition EHV participants to HCV when funding allows without re-applying for assistance as a means to prevent these households from returning to homelessness, or at risk of homelessness.

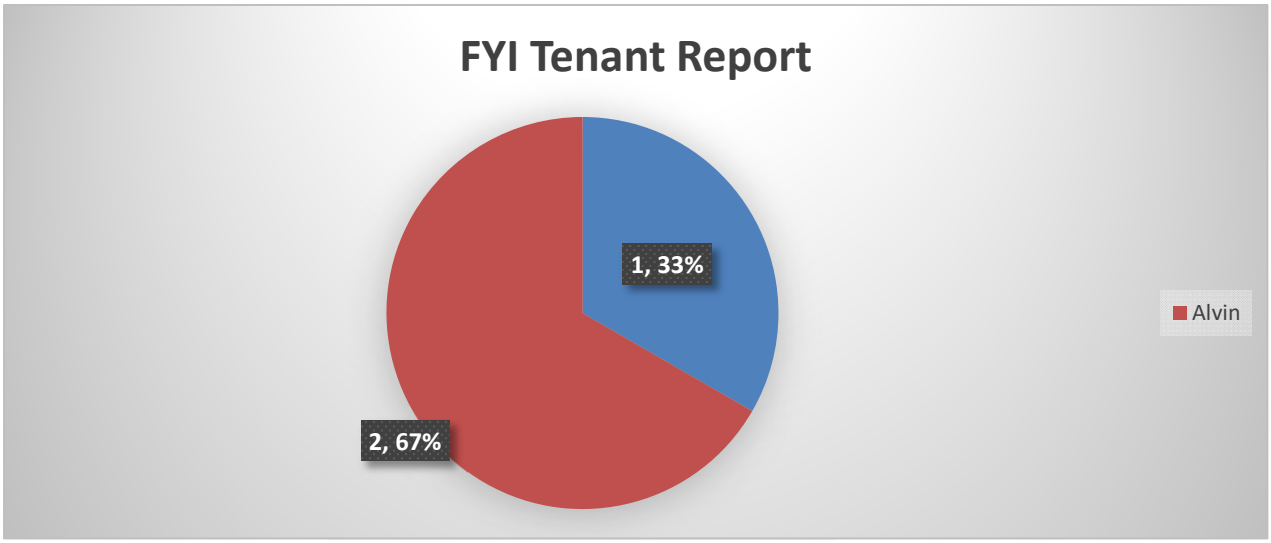
Stability Voucher Program		
Total SV Vouchers Awarded	5	Oct-23
Oct-25	5	Housed
Nov-25	5	Housed
Dec-25	5	Housed
Jan-26	5	Housed
Feb-26	5	Housed
Mar-26	5	Housed
Apr-26	5	Housed
May-26	5	Housed
Jun-26	5	Housed





FYI (Foster Youth to Independence) Program Summary		
Total FYI Vouchers Awarded	12	Combined allocation October 2025 & March 2026
Oct-25	5	Housed
Nov-26	2	Housed
Dec-25	1	Housed
Feb-26	2	Housed
Total Leased (Initial Allocation)	5	100% leased
Additional Award – March 2026	7	Second Allocation
Leased from March 2026 Award	0	Waiting List
Mar-26	5	12 Total Vouchers - 5 Utilized
Apr-26	5	7 remaining to be leased
May-26	4	8 remaining to be leased
Jun-26	3	9 remaining to be leased





COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.16. **7/28/2026**

Brazoria County Rehab/Reconstruction Program

Approve the attached homeowner(s) for Rehab/Reconstruction assistance under the 2025-2026 Brazoria County HOME Program and authorize the County Judge to execute homeowner agreements with the applicant(s).

MEMORANDUM

TO: County Judge Sebesta and County Commissioners' Court

DATE: July 28, 2026

FROM: Daphne Lemelle

RE: Approve Applicants under Rehabilitation/Reconstruction Program

I am recommending that the Commissioners' Court conditionally approve the following homeowner for the rehab/reconstruction assistance under the Brazoria County 2025 HOME Program and authorize the County Judge to execute reconstruction agreements with the applicants.

Property Address	Estimated Cost
134 N Columbia St, Angleton, TX 77515	$170,000

Rehabilitation generally consist of siding, roofing, and interior repairs. Reconstruction applicant homes are not feasible and/or cost effective to repair or rehabilitee and there qualify for the reconstruction program requires the demolition of the existing home and the construction of a new home in its place.

The above estimated cost is only an estimate based upon the proposed work write-up, or housing plan/size of the home. The actual cost of rehab/reconstruction could be more or less depending on the actual bids received, demolition costs, inspection fees, surveying, soft costs, and costs for septic systems and water wells (if required). These applicants are being recommended for rehab/reconstruction assistance conditioned upon the applicants meeting all of the income eligibility requirements, affordability requirements, and property requirements of the program.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.17. **7/28/2026**

Brazoria County Rehab/Reconstruction Program - Award Engineering Services

Approve award to CEDNA Engineering for two residential Rehab/Reconstruction projects in the amount of $26,350 and $18,650 for total award of $45,000. CEDNA Engineering submitted the highest ranked responsive proposals based on the specifications and scope of work.

Further, the County Judge is authorized to sign any documents and amendments related to the professional service agreements; and that the final documents be authorized to attach to the Minutes.

Item pulled from Consent Agenda, separate action taken.

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This Agreement for professional services ("Agreement") is made and entered into by and between **BRAZORIA COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as the "County" and CEDNA Engineering, 209 E. Henderson Rd., Angleton, TX, a Texas Corporation, hereinafter referred to as "Consultant".

RECITALS

The County intends to enter into a professional service contract as it relates to HUD M-23-UC-48-0230 CFDA 14.239 federally funded by the HOME Investment Partnership Program, 1406 N. Gulf Blvd. Freeport, TX 77541 hereinafter called "Project."

The County desires that Consultant perform certain professional engineering and related services in connection with the Project; and

Consultant represents that it is qualified and desires to perform such services.

In consideration of the mutual covenants, agreements and benefits to the Parties hereto, it is agreed as follows:

TERMS

Article 1
Scope of Agreement

1.01 The Consultant agrees to perform professional engineering services as set forth in the Exhibits attached hereto and incorporated herein.

Article 2
Character and Extent of Services

2.01 The Consultant shall perform its obligations under this Contract in accordance with the Scope of Work within the Consultant's proposal attached hereto as **Exhibit "A."** County and Consultant may agree to amend this contract. All amendments to this contract will be added as **"Exhibit F-*"** (F-1, F-2, etc.).

2.02 The Consultant and County agree and acknowledge that the County is entering into this Contract in reliance on the Consultant's competence and qualifications, as those were presented to County by Consultant with respect to professional services. The Consultant, in consideration for the compensation set forth expressly herein, shall at all times utilize its skill and attention to fully,

timely, and properly render professional services for the development of the Project to final completion as set out in, or reasonably inferred from, the Scope of Work. This shall be done in a manner utilizing the degree of care ordinarily used by Consultants performing similar services on projects of a similar nature and scope within the State of Texas.

2.03 The Consultant shall be represented by a professional engineer, who has been assigned by Consultant to manage the Project, licensed to practice in the State of Texas, at meetings of any official nature concerning the Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, pre-construction meetings and construction meetings with County and staff and/or its contractors, unless otherwise set forth in the Scope of Work or approved in writing by the County.

2.04 Work, labor, services, and materials to be furnished by Consultant shall fully comply with applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work. In the event of any change in the applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work for the Project, which occur after the Effective Date of the Contract, and which Consultant was not and should not reasonably have been aware of, which require changes to the Work that has already been completed by the Consultant, or require work outside the Scope of Work, then the Consultant and the County shall attempt to agree in writing on the required modifications to the Scope of Work and an equitable fee and time adjustment resulting from such additional Scope of Work. Conflicts between any applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work shall be brought to the attention of the County by Consultant.

2.05 Consultant shall comply with all Federal laws, including but not limited to, the specific laws identified and attached hereto as **Exhibit "C"** and incorporated herein and made part of this contract. The Consultant shall require and ensure that its contractors and subcontractors comply with all applicable laws.

2.06 All work provided under this Agreement shall conform to and be in the format required by Federal and state funding agencies. Guidelines and requirements of the Federal Emergency Management Agency, the Environmental Protection Agency, and the Texas Commission on Environmental Quality as applicable to the project. Other Federal and local funding sources may impose additional and/or differing requirements.

2.07 Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

Article 3
Time for Performance

3.01 The Consultant shall complete the services called for in this Agreement as set forth in schedule specified in **Exhibit "A"** or as further modified in **Exhibit "F-*."** Consultant understands that time is of the essence to complete the services by the scheduled deadlines.

Article 4
Consultant Compensation

4.01 For and in consideration of the services rendered by the Consultant under Article 2, the County shall pay to the Consultant in accordance with its Fee Schedule in **Exhibit "A"** or as further modified in **Exhibit "F-*."**

Article 5
Time of Payment

5.01 Monthly payments shall be made based upon that portion of the work which has been completed. Consultant shall provide, no later than the last day of each calendar month a sworn statement to the Brazoria County Community Development ("BCCD"), setting forth the percentage of the services provided which were completed during such calendar month, the compensation due, Consultant's hourly rates, if applicable, subcontractor invoices and the respective backup documentation, and any other documentation required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Consultant certifying that the work was performed, it was authorized by BCCD and that all information contained in the invoice being submitted is true and correct.

5.02 Consultant agrees to maintain, for a period of five (5) years, detailed time records identifying each person performing the services, the date or dates that the services were performed, the applicable hourly rates, the total amount billed for each person and the total amount billed for all persons, and shall provide such other details as may be requested by the County Auditor for verification purposes. The Consultant shall retain its records and shall keep same available for inspection during regular business hours by County officials.

5.03 The Consultant's statement becomes due and payable within thirty (30) days after receipt and approval by County. The approval or payment shall not be considered to be evidence of performance by the Consultant to the point indicated by such statement or of receipt or acceptance by the County of the work covered by such statement.

Article 6
Compliance Standards

6.01 The Consultant agrees to perform the work hereunder in a professional, reasonable and prudent manner in accordance with the Brazoria County Community Development Department's adopted Rehabilitation and Reconstruction Minimum Property Standards and Technical

Specifications, as amended, and all requirements of the HOME Investment Partnerships Program under 24 C.F.R. § 92.251, all applicable rehabilitation and reconstruction property standards for HOME-assisted housing. The Consultant shall ensure that all plans, specifications, engineering designs, inspections, certifications, and recommendations are prepared to support the construction of housing that is safe, sanitary, durable, code-compliant, and suitable for long-term occupancy.

6.02 The Consultant shall prepare all engineering documents and perform all services in compliance with applicable Federal, State, and local laws, regulations, ordinances, building codes, environmental requirements, and permitting requirements, including, but not limited to:

- HOME Investment Partnerships Program regulations (24 C.F.R. Part 92);
- Brazoria County Rehabilitation and Reconstruction Minimum Property Standards and Technical Specifications;
- International Residential Code (IRC);
- International Existing Building Code (IEBC), where applicable;
- International Energy Conservation Code (IECC);
- Texas Department of Insurance (TDI) Windstorm requirements;
- Applicable accessibility requirements under Section 504 of the Rehabilitation Act, the Americans with Disabilities Act (ADA), and the Fair Housing Act;
- All applicable floodplain management, environmental, and local jurisdictional requirements.

6.03 Engineering services shall include consideration of all rehabilitation and reconstruction requirements necessary to ensure compliance with Brazoria County's adopted standards, including, where applicable, structural integrity, foundation systems, windstorm design, drainage, grading, utility systems, accessibility modifications, energy efficiency requirements, disaster mitigation measures, and other engineering elements necessary to achieve compliance with the approved project scope and applicable HOME regulations.

6.04 The Consultant shall coordinate with Brazoria County Community Development staff, the County's construction inspector, and other project professionals, as necessary, to ensure that all engineering documents are consistent with the approved Scope of Work, the County's Technical Specifications, and the applicable Rehabilitation and Reconstruction Minimum Property Standards. Any deficiencies identified during plan review or construction that affect compliance with these standards shall be promptly corrected by the Consultant without additional compensation unless such revisions result from a County-approved change in project scope.

6.05 The Consultant acknowledges that all engineering services performed under this Agreement shall support the County's obligation to ensure HOME-assisted rehabilitation and reconstruction projects comply with all applicable property standards at project completion and throughout the applicable affordability period as required by HUD regulations.

Article 7
Procurement, Suspension and Debarment

7.01 The Consultant certifies by execution of this Agreement or Contract that it is not ineligible for such participation in Federal or state assistance programs. The Consultant further agrees to include this certification in all Agreements or Contracts between itself and any subcontractor in connection with the services performed under this Agreement or Contract. The Consultant also certifies that it will notify the County in writing if it is not in compliance with Federal or State

assistance programs at any time during the term of this Agreement or Contract. The Consultant agrees to refund Brazoria County for any payments made to the Consultant that would have been properly payable or reimbursable from Federal or state funds but for the fact that such payment failed to comply with Federal or state assistance programs.

Article 8
Ownership of Documents, Copyright

8.01 The County shall be the absolute and unqualified owner of all drawings, preliminary layouts, electronic documents and drawings, record drawings, sketches, reports, and other documents completed or partially completed, mylar reproducibles, preliminary layouts, created, produced, developed, or prepared, pursuant to this Agreement, by the Consultant or its approved outside advisory or support consultants (collectively the "Documents") with the same force and effect as if the County prepared same.

8.02 Consultant shall deliver all Documents to County within thirty (30) days of the termination or upon completion of this Agreement, whichever occurs first.

8.03 The Consultant may retain one (1) set of reproducible copies of such documents and such copies shall be for the Consultant's sole use in preparation of studies or reports for Brazoria County only. The Consultant is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

8.04 County shall be the owner of all intellectual property rights of the services rendered hereunder including all rights of copyright therein.

Article 9
Public Contact

9.01 Contact with the news media, citizens of Brazoria County, the State of Texas or other governmental agencies shall be the responsibility of the County. Under no circumstances shall the Consultant release any material or information developed in the performance of its services hereunder without the express prior written permission of the County.

Article 10
Consultant's Insurance Requirements

10.01 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (except Professional Liability which is on a Claims Made policy)

from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "B."**

10.02 County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.03 If required coverage is written on a claims-made basis, Consultant represents that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article 11
Indemnification

11.01 THE CONSULTANT SHALL INDEMNIFY THE COUNTY FROM AND AGAINST CLAIMS AND LIABILITY, PERFORMED UNDER THIS CONTRACT WHICH RESULT FROM NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL IN PROPORTION OF CONSULTANT'S LIABILITY BE RESPONSIBLE TO REIMBURSE THE COUNTY FOR REASONABLE EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE CONSULTANT, ITS AGENTS, OR EMPLOYEES.

11.02 CONSULTANTS DUTY TO INDEMNIFY COUNTY SHALL AS DESCRIBED ABOVE BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

Article 12
Dispute Resolution

12.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Consultant agree to submit the dispute to mediation.

12.02 All expenses associated with mediation shall be shared fifty (50) percent by each party.

12.03 The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law in equity under any applicable statutes of limitation.

Article 13
Termination

13.01 The County may terminate this Agreement at any time by notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, electronic data files, drawings and specifications of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

Article 14
Notice

14.01 Any notice permitted or required to be given to the County hereunder may be given by hand-delivery or certified United States mail, postage prepaid, return receipt requested addressed to:

County:	**Consultant:**
Brazoria County Community Development	Cedna Engineering
1524 E. Mulberry St, Suite 162	209 E. Henderson Rd
Angleton, TX 77515	Angleton, TX 77515
ATTN: Stephanie Ebarra	ATTN: Tom Sbrusch
Email: SEbarra@brazoriacountytx.gov	Email: Tom@cedna.net
Phone: 979-864-1961	Phone: 979-864-3442

14.02 Such notice shall be deemed given upon receipt of hand-delivery or, if mailed, three days after the date of deposit of the notice in the United States mail as aforesaid.

Article 15
Successors and Assigns

15.01 Neither the County nor the Consultant shall assign, sublet, or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

Article 16
Applicable Law

16.01 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Brazoria County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to

sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

Article 17
Modifications

17.01 This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

Article 18
Severability

18.01 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Article 19
Merger

19.01 The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

Article 20
Boycott Verification

20.01 This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose

2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet

environmental standards beyond applicable federal and state law; or
(B) does business with a company described by Paragraph (A).

3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
   (A) means, with respect to the entity or association, to:
      (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:
(A) does not boycott Israel currently;
(B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
(C) does not boycott energy companies currently;
(D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
(E) does not discriminate against a firearm entity of firearm trade association currently; and
(F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

20.02 All requirements of Subtitle A, Title 8 Government Code Chapter 808, apply to this contract and the Consultant, by signing below, hereby verifies its understanding of the exemptions contained therein.

20.03 Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of this subchapter.

Article 21
Attachments

21.01 The following attachments are a part of this Agreement:

Exhibit A Scope of Work, Fee Schedule and Project Schedule
Exhibit B County's minimum insurance requirements
Exhibit C Compliance with Laws
Exhibit D Certificate of Interested Parties
Exhibit E Conflict of Interest Disclosure
Exhibit F Contract Amendments (As Needed)

Article 22
Execution

22.01 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.

Brazoria County, Texas	**CEDNA Engineering**
	a Texas company
By: _____	**By: _____**
L.M. (Matt) Sebesta, Jr	**Name: Tom Sbrusch**
County Judge	**Title: President, Managing Partner**
Date: _____	**Date: _____**

EXHIBIT "A"
SCOPE OF WORK, FEE SCHEDULE AND PROJECT SCHEDULE

Scope of Work

Cedna Engineering understands the Brazoria County seeks highly qualified teams to provide engineering and energy code services for HUD homes located in Brazoria County.

As a subconsultant, Cedna Engineering will support the prime team with licensed Windstorm Engineering and Inspection services. This includes design coordination of code-compliant windstorm elements, sealed plans, submittals and a WPI-8 to the Texas Department of Insurance (TDI), and site inspections for certification at major milestones.

We will ensure that all windstorm-related systems (roof assemblies, wall connections, windows/doors, and other exterior envelope systems) meet the stringent requirements of the Texas Windstorm Insurance Association (TWIA) and TDI. Additionally, we will provide construction phase inspections and coordination for phased or occupied site work, ensuring minimal disruption and compliance throughout.

Firm Experience

Similar Projects

- Mont Belvieu EMS
- Brazoria County Jail
- Alvin Fire Station

Completed Projects (Past 5 Years)

1. Pearland Constable's Office Renovation
   - Location: Pearland, TX
   - Completion Date: 2024
   - Client: Brazoria County
   - Contact: Gerald Hendrick, (979) 864-1676

2. Brazoria County Fire Training Facility
   - Location: Angleton, TX
   - Completion Date: 2025
   - Client: iAD Architects
   - Contact: Brent Bowles, (979) 297-1411

CEDNA ENGINEERING

www.cedna.net

209 E. Henderson Rd.
Angleton, Tx 77515
F-10683

Quote for HUD Home Project

Thank you for the opportunity to provide a quote for windstorm services for your new project.
Structures receiving services: One (1) new residential homes

Addresses : **1406 N Gulf Blvd, Freeport, TX 77541**

Scope Item	Actual Fee	Marked Up Fee
Engineered Foundation	$2,800.00	$2,800.00
Engineered Plans	$2,250.00	$2,250.00
Radon Review & Compliance Letter	$5,975.00*	$7,700.00
Geotech Report	$7,800.00*	$9,500.00
Architectural Plan	$3,375.00	$3,375.00
REScheck	$725.00	$725.00

*Amount to be paid to subcontractor

Not included:

- Survey
- Blower door/ pressure testing
- Insulation inspections
- IRC plumbing/ mechanical/ electrical inspections
- Driveway engineering

Total fee for services: $26,350.00

CEDNA
ENGINEERING

Brazoria County HUD Homes Project Schedule:
1406 N Gulf Blvd, Freeport, TX 77541

This schedule is limited to professional engineering and design services only and does not include demolition, bidding, contractor procurement, permit application or review, or construction activities.

The schedule is presented in calendar days, with a total project duration not to exceed 120 calendar days from the Notice to Proceed. Activities are intentionally overlapped where appropriate to maximize efficiency, facilitate multidisciplinary coordination, and ensure timely completion of all professional engineering and design services within the required project duration.

Durations shown are approximate and may be adjusted as necessary to accommodate agency review comments or owner-requested revisions, provided the overall project duration does not exceed 120 calendar days.

Task	Start	Finish	Deliverable
Professional Services Agreement / Notice to Proceed	1	7	Executed Agreement
Geotechnical Investigation	8	28	Soils Report & Foundation Recommendations
Preliminary Floor Plans	8	21	30% Architectural Design
County Review	22	35	Review Comments
Final Floor Plans	36	49	100% Architectural Plans
REScheck	49	54	Energy Compliance Documentation
Preliminary Engineered Plans	43	63	30% Engineered Plans
County Review	64	70	Review Comments
Radon Mitigation Design	64	71	Radon Compliance Comments

Final Engineered Planset	71	84	Final Engineered Plans
Final County Approval	85	91	County Approval
Final Deliverables	92	105	Complete Engineering Design Package
Buffer/ Administrative Float	106	120	Final Revisions & Permit Ready Package

Gantt Chart

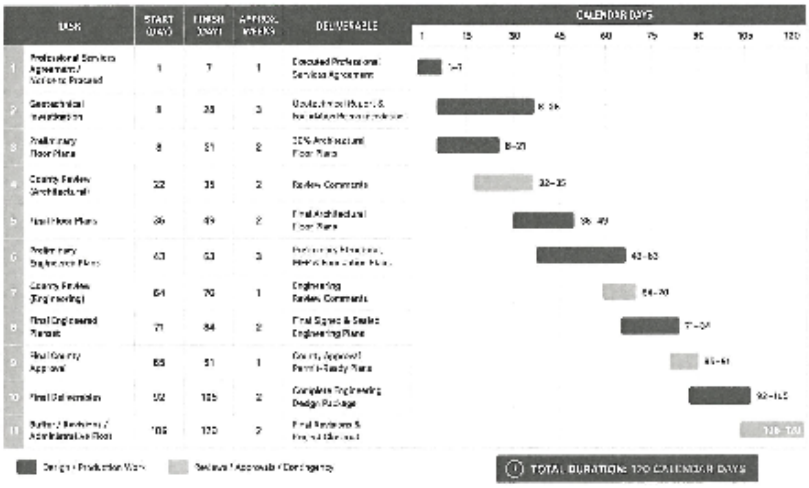


EXHIBIT "B"
INSURANCE REQUIREMENTS

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

2. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

3. Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

5. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/17/2026

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

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

PRODUCER	CONTACT NAME: Amy Lozano
Hagan Risk Partners 2700 TX-35 Angleton TX 77515	PHONE (A/C, No, Ext): (979) 297-2433 FAX (A/C, No): E-MAIL ADDRESS: Amy@haganrp.com
INSURED Cedna Engineering 209 E HENDERSON RD ANGLETON TX 77515-2737	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Lyndon Southern Insurance Company INSURER B: Progressive County Mutual Ins Co — 29203 INSURER C: Texas Mutual INSURER D: Hiscox Ins Co Inc — 10200 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL2641702212 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			ABOP-TX-1003527-00	02/06/2026	02/06/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			993667496	03/17/2026	03/17/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 2,500
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001207011-8	12/09/2025	12/09/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			P100.3442.414.12	08/06/2025	08/06/2026	Each Claim Aggregate for all Claims	2,000,000 2,000,000

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

The policy General Liability includes a blanket automatic additional insured and waiver of subrogation endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status for the general liability policy. (Endorsement # C10101 and C10165)

CERTIFICATE HOLDER	CANCELLATION
Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Amy Lozano

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EXHIBIT "C"
COMPLIANCE WITH LAWS

The Consultant acknowledges that HUD financial assistance will be used to fund this contract, and agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to housing construction design projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors comply with applicable laws:

Federal Requirements

The following federal requirements are in addition to the terms and conditions of Brazoria County Purchase Order and are made a part of this purchase order

I. Remedies {Applicable to contracts more than the Simplified Acquisition Threshold of $150,000}

"If the bidder/vendor fails to comply with the terms and conditions of this Agreement, Brazoria County may take one or more of the following actions, as appropriate to the circumstance:

(a)Temporarily withhold payments pending the bidder/vendor commencing in good-faith corrective action to cure the deficiency;

(b) Permanently withhold payments; and/or

(c)Take any and all other remedies that may be legally available.

II. Access to Records and Record Retention

In accordance with 2 CFR 200.334, et. seq., during the Agreement's time of performance the grantee, the subgrantee, the Federal grantor agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

In accordance with 2 CFR 200.334, Contractor shall provide to the County all records pertinent to the Contract. The County shall retain all required records for at least three (3) years after making final payments and all other pending matters are closed.

III. Debarment and Suspension

"Suspension and Debarment

(1) The contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Brazoria County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Texas Department of Emergency Management and Brazoria County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

IV. Procurement of Recovered Materials:

1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) Competitively within a timeframe providing compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site.

The list of EPA-designate items is available at http://www3.epa.gov/epawaste/conserve/tools/cpg/products/index.htm

V. DHS Seal

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

VI. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that HUD financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, HUD, policies, procedures, and directives.

VII. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

VIII. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

IX. Termination for Cause and Convenience

Termination with Cause:

Upon written notice to the Contractor of a defect or breach of this Agreement, Contractor has five (5) business days to cure any defect(s) or breach(es) cited in said notice. If Contractor fails to cure the defect(s) or breach(es) within the five (5) business days allowed, Brazoria County may terminate this Agreement. Nevertheless, Brazoria County reserves the right to provide written notice to the Contractor that this Agreement shall continue if Contractor has in good-faith commenced efforts to cure said defect(s) or breach(es) and Contractor agrees, in writing, to continue to act without undue delay to cure said defect(s) or breach(es).

Termination Without Cause:

This contract may be terminated by either the County or the Contractor at any time, without cause, by providing the other Party at least thirty (30) calendar days' prior written notice.

AGREED TO AND ACKNOWLEDGED THIS *[date]* _____

CEDNA Engineering

a Texas company

By: _____

Name: **Tom Sbrusch**

Title: **President, Managing Partner**

Date: _____

EXHIBIT "D"
CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at http://brazoriacountytx.gov/departments/purchasing/doing-business.

EXHIBIT "E"
CONFLICT OF INTEREST DISCLOSURE

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

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

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM.

Texas Local Government Code Chapter 176 can be found here:
http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

EXHIBIT "F"
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This Agreement for professional services ("Agreement") is made and entered into by and between **BRAZORIA COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as the "County" and CEDNA Engineering, 209 E. Henderson Rd., Angleton, TX, a Texas Corporation, hereinafter referred to as "Consultant".

RECITALS

The County intends to enter into a professional service contract as it relates to HUD M-23-UC-48-0230 CFDA 14.239 federally funded by the HOME Investment Partnership Program, 105 Prewitt Lane, West Columbia, TX 77486 hereinafter called "Project."

The County desires that Consultant perform certain professional engineering and related services in connection with the Project; and

Consultant represents that it is qualified and desires to perform such services.

In consideration of the mutual covenants, agreements and benefits to the Parties hereto, it is agreed as follows:

TERMS

Article 1
Scope of Agreement

1.01 The Consultant agrees to perform professional engineering services as set forth in the Exhibits attached hereto and incorporated herein.

Article 2
Character and Extent of Services

2.01 The Consultant shall perform its obligations under this Contract in accordance with the Scope of Work within the Consultant's proposal attached hereto as **Exhibit "A."** County and Consultant may agree to amend this contract. All amendments to this contract will be added as **"Exhibit F-*"** (F-1, F-2, etc.).

2.02 The Consultant and County agree and acknowledge that the County is entering into this Contract in reliance on the Consultant's competence and qualifications, as those were presented to County by Consultant with respect to professional services. The Consultant, in consideration for the compensation set forth expressly herein, shall at all times utilize its skill and attention to fully,

timely, and properly render professional services for the development of the Project to final completion as set out in, or reasonably inferred from, the Scope of Work. This shall be done in a manner utilizing the degree of care ordinarily used by Consultants performing similar services on projects of a similar nature and scope within the State of Texas.

2.03 The Consultant shall be represented by a professional engineer, who has been assigned by Consultant to manage the Project, licensed to practice in the State of Texas, at meetings of any official nature concerning the Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, pre-construction meetings and construction meetings with County and staff and/or its contractors, unless otherwise set forth in the Scope of Work or approved in writing by the County.

2.04 Work, labor, services, and materials to be furnished by Consultant shall fully comply with applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work. In the event of any change in the applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work for the Project, which occur after the Effective Date of the Contract, and which Consultant was not and should not reasonably have been aware of, which require changes to the Work that has already been completed by the Consultant, or require work outside the Scope of Work, then the Consultant and the County shall attempt to agree in writing on the required modifications to the Scope of Work and an equitable fee and time adjustment resulting from such additional Scope of Work. Conflicts between any applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work shall be brought to the attention of the County by Consultant.

2.05 Consultant shall comply with all Federal laws, including but not limited to, the specific laws identified and attached hereto as **Exhibit "C"** and incorporated herein and made part of this contract. The Consultant shall require and ensure that its contractors and subcontractors comply with all applicable laws.

2.06 All work provided under this Agreement shall conform to and be in the format required by Federal and state funding agencies. Guidelines and requirements of the Federal Emergency Management Agency, the Environmental Protection Agency, and the Texas Commission on Environmental Quality as applicable to the project. Other Federal and local funding sources may impose additional and/or differing requirements.

2.07 Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

Article 3
Time for Performance

3.01 The Consultant shall complete the services called for in this Agreement as set forth in schedule specified in **Exhibit "A"** or as further modified in **Exhibit "F-*."** Consultant understands that time is of the essence to complete the services by the scheduled deadlines.

Article 4
Consultant Compensation

4.01 For and in consideration of the services rendered by the Consultant under Article 2, the County shall pay to the Consultant in accordance with its Fee Schedule in **Exhibit "A"** or as further modified in **Exhibit "F-*."**

Article 5
Time of Payment

5.01 Monthly payments shall be made based upon that portion of the work which has been completed. Consultant shall provide, no later than the last day of each calendar month a sworn statement to the Brazoria County Community Development ("BCCD"), setting forth the percentage of the services provided which were completed during such calendar month, the compensation due, Consultant's hourly rates, if applicable, subcontractor invoices and the respective backup documentation, and any other documentation required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Consultant certifying that the work was performed, it was authorized by BCCD and that all information contained in the invoice being submitted is true and correct.

5.02 Consultant agrees to maintain, for a period of five (5) years, detailed time records identifying each person performing the services, the date or dates that the services were performed, the applicable hourly rates, the total amount billed for each person and the total amount billed for all persons, and shall provide such other details as may be requested by the County Auditor for verification purposes. The Consultant shall retain its records and shall keep same available for inspection during regular business hours by County officials.

5.03 The Consultant's statement becomes due and payable within thirty (30) days after receipt and approval by County. The approval or payment shall not be considered to be evidence of performance by the Consultant to the point indicated by such statement or of receipt or acceptance by the County of the work covered by such statement.

Article 6
Compliance Standards

6.01 The Consultant agrees to perform the work hereunder in a professional, reasonable and prudent manner in accordance with the Brazoria County Community Development Department's adopted Rehabilitation and Reconstruction Minimum Property Standards and Technical

Specifications, as amended, and all requirements of the HOME Investment Partnerships Program under 24 C.F.R. § 92.251, all applicable rehabilitation and reconstruction property standards for HOME-assisted housing. The Consultant shall ensure that all plans, specifications, engineering designs, inspections, certifications, and recommendations are prepared to support the construction of housing that is safe, sanitary, durable, code-compliant, and suitable for long-term occupancy.

6.02 The Consultant shall prepare all engineering documents and perform all services in compliance with applicable Federal, State, and local laws, regulations, ordinances, building codes, environmental requirements, and permitting requirements, including, but not limited to:

- HOME Investment Partnerships Program regulations (24 C.F.R. Part 92);
- Brazoria County Rehabilitation and Reconstruction Minimum Property Standards and Technical Specifications;
- International Residential Code (IRC);
- International Existing Building Code (IEBC), where applicable;
- International Energy Conservation Code (IECC);
- Texas Department of Insurance (TDI) Windstorm requirements;
- Applicable accessibility requirements under Section 504 of the Rehabilitation Act, the Americans with Disabilities Act (ADA), and the Fair Housing Act;
- All applicable floodplain management, environmental, and local jurisdictional requirements.

6.03 Engineering services shall include consideration of all rehabilitation and reconstruction requirements necessary to ensure compliance with Brazoria County's adopted standards, including, where applicable, structural integrity, foundation systems, windstorm design, drainage, grading, utility systems, accessibility modifications, energy efficiency requirements, disaster mitigation measures, and other engineering elements necessary to achieve compliance with the approved project scope and applicable HOME regulations.

6.04 The Consultant shall coordinate with Brazoria County Community Development staff, the County's construction inspector, and other project professionals, as necessary, to ensure that all engineering documents are consistent with the approved Scope of Work, the County's Technical Specifications, and the applicable Rehabilitation and Reconstruction Minimum Property Standards. Any deficiencies identified during plan review or construction that affect compliance with these standards shall be promptly corrected by the Consultant without additional compensation unless such revisions result from a County-approved change in project scope.

6.05 The Consultant acknowledges that all engineering services performed under this Agreement shall support the County's obligation to ensure HOME-assisted rehabilitation and reconstruction projects comply with all applicable property standards at project completion and throughout the applicable affordability period as required by HUD regulations.

Article 7
Procurement, Suspension and Debarment

7.01 The Consultant certifies by execution of this Agreement or Contract that it is not ineligible for such participation in Federal or state assistance programs. The Consultant further agrees to include this certification in all Agreements or Contracts between itself and any subcontractor in connection with the services performed under this Agreement or Contract. The Consultant also

certifies that it will notify the County in writing if it is not in compliance with Federal or State assistance programs at any time during the term of this Agreement or Contract. The Consultant agrees to refund Brazoria County for any payments made to the Consultant that would have been properly payable or reimbursable from Federal or state funds but for the fact that such payment failed to comply with Federal or state assistance programs.

Article 8
Ownership of Documents, Copyright

8.01 The County shall be the absolute and unqualified owner of all drawings, preliminary layouts, electronic documents and drawings, record drawings, sketches, reports, and other documents completed or partially completed, mylar reproducibles, preliminary layouts, created, produced, developed, or prepared, pursuant to this Agreement, by the Consultant or its approved outside advisory or support consultants (collectively the "Documents") with the same force and effect as if the County prepared same.

8.02 Consultant shall deliver all Documents to County within thirty (30) days of the termination or upon completion of this Agreement, whichever occurs first.

8.03 The Consultant may retain one (1) set of reproducible copies of such documents and such copies shall be for the Consultant's sole use in preparation of studies or reports for Brazoria County only. The Consultant is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

8.04 County shall be the owner of all intellectual property rights of the services rendered hereunder including all rights of copyright therein.

Article 9
Public Contact

9.01 Contact with the news media, citizens of Brazoria County, the State of Texas or other governmental agencies shall be the responsibility of the County. Under no circumstances shall the Consultant release any material or information developed in the performance of its services hereunder without the express prior written permission of the County.

Article 10
Consultant's Insurance Requirements

10.01 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance

written on an Occurrence form (except Professional Liability which is on a Claims Made policy) from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "B."**

10.02 County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.03 If required coverage is written on a claims-made basis, Consultant represents that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article 11
Indemnification

11.01 THE CONSULTANT SHALL INDEMNIFY THE COUNTY FROM AND AGAINST CLAIMS AND LIABILITY, PERFORMED UNDER THIS CONTRACT WHICH RESULT FROM NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL IN PROPORTION OF CONSULTANT'S LIABILITY BE RESPONSIBLE TO REIMBURSE THE COUNTY FOR REASONABLE EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE CONSULTANT, ITS AGENTS, OR EMPLOYEES.

11.02 CONSULTANTS DUTY TO INDEMNIFY COUNTY SHALL AS DESCRIBED ABOVE BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

Article 12
Dispute Resolution

12.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Consultant agree to submit the dispute to mediation.

12.02 All expenses associated with mediation shall be shared fifty (50) percent by each party.

12.03 The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law in equity under any applicable statutes of limitation.

Article 13
Termination

13.01 The County may terminate this Agreement at any time by notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, electronic data files, drawings and specifications of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

Article 14
Notice

14.01 Any notice permitted or required to be given to the County hereunder may be given by hand-delivery or certified United States mail, postage prepaid, return receipt requested addressed to:

County:	**Consultant:**
Brazoria County Community Development	Cedna Engineering
1524 E. Mulberry St, Suite 162	209 E. Henderson Rd
Angleton, TX 77515	Angleton, TX 77515
ATTN: Stephanie Ebarra	ATTN: Tom Sbrusch
Email: SEbarra@brazoriacountytx.gov	Email: Tom@cedna.net
Phone: 979-864-1961	Phone: 979-864-3442

14.02 Such notice shall be deemed given upon receipt of hand-delivery or, if mailed, three days after the date of deposit of the notice in the United States mail as aforesaid.

Article 15
Successors and Assigns

15.01 Neither the County nor the Consultant shall assign, sublet, or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

Article 16
Applicable Law

16.01 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Brazoria County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to

sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

Article 17
Modifications

17.01 This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

Article 18
Severability

18.01 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Article 19
Merger

19.01 The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

Article 20
Boycott Verification

20.01 This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose

2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet

environmental standards beyond applicable federal and state law; or
(B) does business with a company described by Paragraph (A).

3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
   (A) means, with respect to the entity or association, to:
      (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:
(A) does not boycott Israel currently;
(B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
(C) does not boycott energy companies currently;
(D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
(E) does not discriminate against a firearm entity of firearm trade association currently; and
(F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

20.02 All requirements of Subtitle A, Title 8 Government Code Chapter 808, apply to this contract and the Consultant, by signing below, hereby verifies its understanding of the exemptions contained therein.

20.03 Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of this subchapter.

Article 21
Attachments

21.01 The following attachments are a part of this Agreement:

Exhibit A Scope of Work, Fee Schedule and Project Schedule
Exhibit B County's minimum insurance requirements
Exhibit C Compliance with Laws
Exhibit D Certificate of Interested Parties
Exhibit E Conflict of Interest Disclosure
Exhibit F Contract Amendments (As Needed)

Article 22
Execution

22.01 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.

Brazoria County, Texas	**CEDNA Engineering**
	a Texas company
By: _____	**By:** _____
L.M. (Matt) Sebesta, Jr	**Name: Tom Sbrusch**
County Judge	**Title: President, Managing Partner**
Date: _____	**Date:** _____

EXHIBIT "A"
SCOPE OF WORK, FEE SCHEDULE AND PROJECT SCHEDULE

Scope of Work

Cedna Engineering understands the Brazoria County seeks highly qualified teams to provide engineering and energy code services for HUD homes located in Brazoria County.

As a subconsultant, Cedna Engineering will support the prime team with licensed Windstorm Engineering and Inspection services. This includes design coordination of code-compliant windstorm elements, sealed plans, submittals and a WPI-8 to the Texas Department of Insurance (TDI), and site inspections for certification at major milestones.

We will ensure that all windstorm-related systems (roof assemblies, wall connections, windows/doors, and other exterior envelope systems) meet the stringent requirements of the Texas Windstorm Insurance Association (TWIA) and TDI. Additionally, we will provide construction phase inspections and coordination for phased or occupied site work, ensuring minimal disruption and compliance throughout.

Firm Experience

Similar Projects

- Mont Belvieu EMS
- Brazoria County Jail
- Alvin Fire Station

Completed Projects (Past 5 Years)

1. Pearland Constable's Office Renovation
   - Location: Pearland, TX
   - Completion Date: 2024
   - Client: Brazoria County
   - Contact: Gerald Hendrick, (979) 864-1676

2. Brazoria County Fire Training Facility
   - Location: Angleton, TX
   - Completion Date: 2025
   - Client: iAD Architects
   - Contact: Brent Bowles, (979) 297-1411

CEDNA ENGINEERING

www.cedna.net

209 E. Henderson Rd.
Angleton, Tx 77515
F-10683

Quote for HUD Home Project

Thank you for the opportunity to provide a quote for windstorm services for your new project.
Structures receiving services: One (1) new residential homes

Addresses : **1406 N Gulf Blvd, Freeport, TX 77541**

Scope Item	Actual Fee	Marked Up Fee
Engineered Foundation	$2,800.00	$2,800.00
Engineered Plans	$2,250.00	$2,250.00
Radon Review & Compliance Letter	$5,975.00*	$7,700.00
Geotech Report	$7,800.00*	$9,500.00
Architectural Plan	$3,375.00	$3,375.00
REScheck	$725.00	$725.00

*Amount to be paid to subcontractor

Not included:

- Survey
- Blower door/ pressure testing
- Insulation inspections
- IRC plumbing/ mechanical/ electrical inspections
- Driveway engineering

Total fee for services: $26,350.00

CEDNA
ENGINEERING

Brazoria County HUD Homes Project Schedule:
1406 N Gulf Blvd, Freeport, TX 77541

This schedule is limited to professional engineering and design services only and does not include demolition, bidding, contractor procurement, permit application or review, or construction activities.

The schedule is presented in calendar days, with a total project duration not to exceed 120 calendar days from the Notice to Proceed. Activities are intentionally overlapped where appropriate to maximize efficiency, facilitate multidisciplinary coordination, and ensure timely completion of all professional engineering and design services within the required project duration.

Durations shown are approximate and may be adjusted as necessary to accommodate agency review comments or owner-requested revisions, provided the overall project duration does not exceed 120 calendar days.

Task	Start	Finish	Deliverable
Professional Services Agreement / Notice to Proceed	1	7	Executed Agreement
Geotechnical Investigation	8	28	Soils Report & Foundation Recommendations
Preliminary Floor Plans	8	21	30% Architectural Design
County Review	22	35	Review Comments
Final Floor Plans	36	49	100% Architectural Plans
REScheck	49	54	Energy Compliance Documentation
Preliminary Engineered Plans	43	63	30% Engineered Plans
County Review	64	70	Review Comments
Radon Mitigation Design	64	71	Radon Compliance Comments

Final Engineered Planset	71	84	Final Engineered Plans
Final County Approval	85	91	County Approval
Final Deliverables	92	105	Complete Engineering Design Package
Buffer/ Administrative Float	106	120	Final Revisions & Permit Ready Package

Gantt Chart

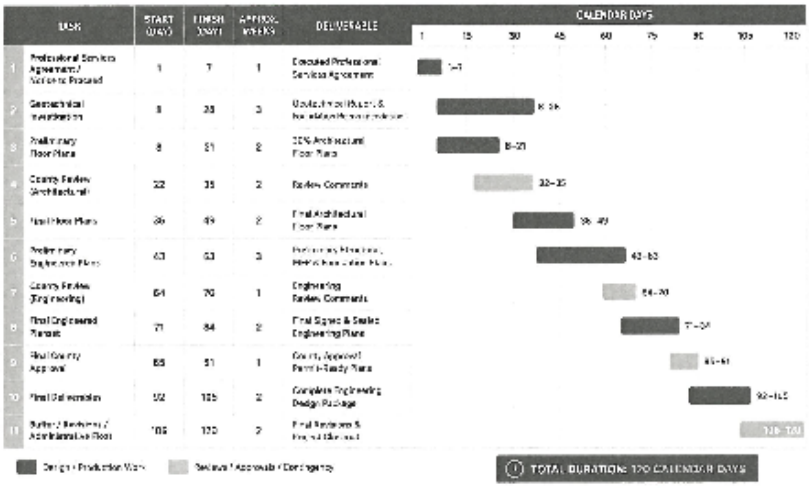

EXHIBIT "B"
INSURANCE REQUIREMENTS

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

2. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

3. Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

5. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/17/2026

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

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

PRODUCER Hagan Risk Partners 2700 TX-35 Angleton TX 77515	CONTACT NAME: Amy Lozano PHONE (A/C, No, Ext): (979) 297-2433 FAX (A/C, No): E-MAIL ADDRESS: Amy@haganrp.com
INSURED Cedna Engineering 209 E HENDERSON RD ANGLETON TX 77515-2737	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Lyndon Southern Insurance Company INSURER B : Progressive County Mutual Ins Co — 29203 INSURER C : Texas Mutual INSURER D : Hiscox Ins Co Inc — 10200 INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: CL2641702212 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ABOP-TX-1003527-00	02/06/2026	02/06/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			993667496	03/17/2026	03/17/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 2,500
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001207011-8	12/09/2025	12/09/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			P100.3442.414.12	08/06/2025	08/06/2026	Each Claim Aggregate for all Claims	2,000,000 2,000,000

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

The policy General Liability includes a blanket automatic additional insured and waiver of subrogation endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status for the general liability policy. (Endorsement # C10101 and C10165)

CERTIFICATE HOLDER	CANCELLATION
Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Amy Lozano

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EXHIBIT "C"
COMPLIANCE WITH FEDERAL LAWS

The Consultant acknowledges that HUD financial assistance will be used to fund this contract, and agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to housing construction design projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors comply with applicable laws:

Federal Requirements

The following federal requirements are in addition to the terms and conditions of Brazoria County Purchase Order and are made a part of this purchase order

I. Remedies {Applicable to contracts more than the Simplified Acquisition Threshold of $150,000}

"If the bidder/vendor fails to comply with the terms and conditions of this Agreement, Brazoria County may take one or more of the following actions, as appropriate to the circumstance:

(a)Temporarily withhold payments pending the bidder/vendor commencing in good-faith corrective action to cure the deficiency;

(b) Permanently withhold payments; and/or

(c)Take any and all other remedies that may be legally available.

II. Access to Records and Record Retention

In accordance with 2 CFR 200.334, et. seq., during the Agreement's time of performance the grantee, the subgrantee, the Federal grantor agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

In accordance with 2 CFR 200.334, Contractor shall provide to the County all records pertinent to the Contract. The County shall retain all required records for at least three (3) years after making final payments and all other pending matters are closed.

III. Debarment and Suspension

"Suspension and Debarment

(1) The contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Brazoria County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Texas Department of Emergency Management and Brazoria County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

IV. Procurement of Recovered Materials:

1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) Competitively within a timeframe providing compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site.

The list of EPA-designate items is available at http://www3.epa.gov/epawaste/conserve/tools/cpg/products/index.htm

V. DHS Seal

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

VI. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that HUD financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, HUD, policies, procedures, and directives.

VII. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

VIII. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

IX. Termination for Cause and Convenience

Termination with Cause:

Upon written notice to the Contractor of a defect or breach of this Agreement, Contractor has five (5) business days to cure any defect(s) or breach(es) cited in said notice. If Contractor fails to cure the defect(s) or breach(es) within the five (5) business days allowed, Brazoria County may terminate this Agreement. Nevertheless, Brazoria County reserves the right to provide written notice to the Contractor that this Agreement shall continue if Contractor has in good-faith commenced efforts to cure said defect(s) or breach(es) and Contractor agrees, in writing, to continue to act without undue delay to cure said defect(s) or breach(es).

Termination Without Cause:

This contract may be terminated by either the County or the Contractor at any time, without cause, by providing the other Party at least thirty (30) calendar days' prior written notice.

AGREED TO AND ACKNOWLEDGED THIS *[date]* _____

CEDNA Engineering

a Texas company

By: _____

Name: **Tom Sbrusch**

Title: **President, Managing Partner**

Date: _____

EXHIBIT "D"
CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at http://brazoriacountytx.gov/departments/purchasing/doing-business.

EXHIBIT "E"
CONFLICT OF INTEREST DISCLOSURE

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

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

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM.

Texas Local Government Code Chapter 176 can be found here:
http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

EXHIBIT "F"
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.

105 Prewitt Ln, West Columbia, TX 77422 – Award Summary

A total of two vendors responded to the solicitation, which was posted on Brazoria County Housing and Community Development website and advertised in the Facts. In total two applications were submitted.

Upon Scoring Evaluation Committee, award 105 Prewitt Ln, West Columbia, TX 77422 Engineering Project to Cedna Engineering who submitted the highest ranked responsive proposal in the amount of $18,650.00.

Scoring Evaluation Committee:
Stephanie Ebarra – Community Development Dept.
Virginia Morris – Community Development Dept.

1406 N. Gulf Blvd, Freeport, TX 77541 – Award Summary

A total of two vendors responded to the solicitation, which was posted on Brazoria County Housing and Community Development website and advertised in the Facts. In total two applications were submitted.

Upon Scoring Evaluation Committee, award 1406 N. Gulf Blvd, Freeport, TX 77541 Engineering Project to Cedna Engineering who submitted the highest ranked responsive proposal in the amount of $26,350.00.

Scoring Evaluation Committee:
Stephanie Ebarra – Community Development Dept.
Virginia Morris – Community Development Dept.

Recommended for Engineering Services					
CEDNA			Southeast Texas		
Criteria - Maximum Points	Points Awarded	Basis For Score	Criteria - Maximum Points	Points Awarded	Basis for Score
Qualifications - 25 Points	25	42 years of experience	Qualifications - 25 Points	15	15 years of experience
Experience with State/Federal Funded Projects	25	Multiple projects with Brazoria County completed with federal funds	Experience with State/Federal Funded Projects - 25 Points	0	Application does not reflect Federal or State funding
Experience with County/City Projects	25	Multiple projects with Brazoria County completed	Experience with County/City Projects - 25 Points	25	Multiple projects completed in Chamber, Galveston, Harris County
Affirmative Action (Minority or Female Owned Firm)	0	Not a Female Owned Firm	Affirmative Action (Minority or Female Owned Firm) - 15 Points	0	Not a Female Owned Firm
Experience Designing in Flood Zone Areas	10	Has designed in Flood Zone Areas	Experience Designing in Flood Zone Areas - 10 Points	10	Has designed in Flood Zone Areas
Total:	85		Total:	50	

Legend	Points
Qualification	25
Experience w/ State/Federal Funds	25
Experience with County/City Prjects	25
Minority Female Owned Firm	15
Experience Designing in Flood Zone	10
Maximum Points	100

Recommended for Engineering Services					
CEDNA			Southeast Texas		
Criteria - Maximum Points	Points Awarded	Basis For Score	Criteria - Maximum Points	Points Awarded	Basis for Score
Qualifications - 25 Points	25	42 years of experience	Qualifications - 25 Points	15	15 years of experience
Experience with State/Federal Funded Projects	25	Multiple projects with Brazoria County completed with federal funds	Experience with State/Federal Funded Projects - 25 Points	0	Application does not reflect Federal or State funding
Experience with County/City Projects	25	Multiple projects with Brazoria County completed	Experience with County/City Projects - 25 Points	25	Multiple projects completed in Chamber, Galveston, Harris County
Affirmative Action (Minority or Female Owned Firm)	0	Not a Female Owned Firm	Affirmative Action (Minority or Female Owned Firm) - 15 Points	0	Not a Female Owned Firm
Experience Designing in Flood Zone Areas	10	Has designed in Flood Zone Areas	Experience Designing in Flood Zone Areas - 10 Points	10	Has designed in Flood Zone Areas
Total:	85		Total:	50	

Legend	Points
Qualification	25
Experience w/ State/Federal Funds	25
Experience with County/City Prjects	25
Minority Female Owned Firm	15
Experience Designing in Flood Zone	10
Maximum Points	100

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This Agreement for professional services ("Agreement") is made and entered into by and between **BRAZORIA COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as the "County" and CEDNA Engineering, 209 E. Henderson Rd., Angleton, TX, a Texas Corporation, hereinafter referred to as "Consultant".

RECITALS

The County intends to enter into a professional service contract as it relates to HUD M-23-UC-48-0230 CFDA 14.239 federally funded by the HOME Investment Partnership Program, 1406 N. Gulf Blvd. Freeport, TX 77541 hereinafter called "Project."

The County desires that Consultant perform certain professional engineering and related services in connection with the Project; and

Consultant represents that it is qualified and desires to perform such services.

In consideration of the mutual covenants, agreements and benefits to the Parties hereto, it is agreed as follows:

TERMS

Article 1
Scope of Agreement

1.01 The Consultant agrees to perform professional engineering services as set forth in the Exhibits attached hereto and incorporated herein.

Article 2
Character and Extent of Services

2.01 The Consultant shall perform its obligations under this Contract in accordance with the Scope of Work within the Consultant's proposal attached hereto as **Exhibit "A."** County and Consultant may agree to amend this contract. All amendments to this contract will be added as **"Exhibit F-*"** (F-1, F-2, etc.).

2.02 The Consultant and County agree and acknowledge that the County is entering into this Contract in reliance on the Consultant's competence and qualifications, as those were presented to County by Consultant with respect to professional services. The Consultant, in consideration for the compensation set forth expressly herein, shall at all times utilize its skill and attention to fully,

timely, and properly render professional services for the development of the Project to final completion as set out in, or reasonably inferred from, the Scope of Work. This shall be done in a manner utilizing the degree of care ordinarily used by Consultants performing similar services on projects of a similar nature and scope within the State of Texas.

2.03 The Consultant shall be represented by a professional engineer, who has been assigned by Consultant to manage the Project, licensed to practice in the State of Texas, at meetings of any official nature concerning the Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, pre-construction meetings and construction meetings with County and staff and/or its contractors, unless otherwise set forth in the Scope of Work or approved in writing by the County.

2.04 Work, labor, services, and materials to be furnished by Consultant shall fully comply with applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work. In the event of any change in the applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work for the Project, which occur after the Effective Date of the Contract, and which Consultant was not and should not reasonably have been aware of, which require changes to the Work that has already been completed by the Consultant, or require work outside the Scope of Work, then the Consultant and the County shall attempt to agree in writing on the required modifications to the Scope of Work and an equitable fee and time adjustment resulting from such additional Scope of Work. Conflicts between any applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work shall be brought to the attention of the County by Consultant.

2.05 Consultant shall comply with all Federal laws, including but not limited to, the specific laws identified and attached hereto as **Exhibit "C"** and incorporated herein and made part of this contract. The Consultant shall require and ensure that its contractors and subcontractors comply with all applicable laws.

2.06 All work provided under this Agreement shall conform to and be in the format required by Federal and state funding agencies. Guidelines and requirements of the Federal Emergency Management Agency, the Environmental Protection Agency, and the Texas Commission on Environmental Quality as applicable to the project. Other Federal and local funding sources may impose additional and/or differing requirements.

2.07 Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

Article 3
Time for Performance

3.01 The Consultant shall complete the services called for in this Agreement as set forth in schedule specified in **Exhibit "A"** or as further modified in **Exhibit "F-*."** Consultant understands that time is of the essence to complete the services by the scheduled deadlines.

Article 4
Consultant Compensation

4.01 For and in consideration of the services rendered by the Consultant under Article 2, the County shall pay to the Consultant in accordance with its Fee Schedule in **Exhibit "A"** or as further modified in **Exhibit "F-*."**

Article 5
Time of Payment

5.01 Monthly payments shall be made based upon that portion of the work which has been completed. Consultant shall provide, no later than the last day of each calendar month a sworn statement to the Brazoria County Community Development ("BCCD"), setting forth the percentage of the services provided which were completed during such calendar month, the compensation due, Consultant's hourly rates, if applicable, subcontractor invoices and the respective backup documentation, and any other documentation required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Consultant certifying that the work was performed, it was authorized by BCCD and that all information contained in the invoice being submitted is true and correct.

5.02 Consultant agrees to maintain, for a period of five (5) years, detailed time records identifying each person performing the services, the date or dates that the services were performed, the applicable hourly rates, the total amount billed for each person and the total amount billed for all persons, and shall provide such other details as may be requested by the County Auditor for verification purposes. The Consultant shall retain its records and shall keep same available for inspection during regular business hours by County officials.

5.03 The Consultant's statement becomes due and payable within thirty (30) days after receipt and approval by County. The approval or payment shall not be considered to be evidence of performance by the Consultant to the point indicated by such statement or of receipt or acceptance by the County of the work covered by such statement.

Article 6
Compliance Standards

6.01 The Consultant agrees to perform the work hereunder in a professional, reasonable and prudent manner in accordance with the Brazoria County Community Development Department's adopted Rehabilitation and Reconstruction Minimum Property Standards and Technical

Specifications, as amended, and all requirements of the HOME Investment Partnerships Program under 24 C.F.R. § 92.251, all applicable rehabilitation and reconstruction property standards for HOME-assisted housing. The Consultant shall ensure that all plans, specifications, engineering designs, inspections, certifications, and recommendations are prepared to support the construction of housing that is safe, sanitary, durable, code-compliant, and suitable for long-term occupancy.

6.02 The Consultant shall prepare all engineering documents and perform all services in compliance with applicable Federal, State, and local laws, regulations, ordinances, building codes, environmental requirements, and permitting requirements, including, but not limited to:

- HOME Investment Partnerships Program regulations (24 C.F.R. Part 92);
- Brazoria County Rehabilitation and Reconstruction Minimum Property Standards and Technical Specifications;
- International Residential Code (IRC);
- International Existing Building Code (IEBC), where applicable;
- International Energy Conservation Code (IECC);
- Texas Department of Insurance (TDI) Windstorm requirements;
- Applicable accessibility requirements under Section 504 of the Rehabilitation Act, the Americans with Disabilities Act (ADA), and the Fair Housing Act;
- All applicable floodplain management, environmental, and local jurisdictional requirements.

6.03 Engineering services shall include consideration of all rehabilitation and reconstruction requirements necessary to ensure compliance with Brazoria County's adopted standards, including, where applicable, structural integrity, foundation systems, windstorm design, drainage, grading, utility systems, accessibility modifications, energy efficiency requirements, disaster mitigation measures, and other engineering elements necessary to achieve compliance with the approved project scope and applicable HOME regulations.

6.04 The Consultant shall coordinate with Brazoria County Community Development staff, the County's construction inspector, and other project professionals, as necessary, to ensure that all engineering documents are consistent with the approved Scope of Work, the County's Technical Specifications, and the applicable Rehabilitation and Reconstruction Minimum Property Standards. Any deficiencies identified during plan review or construction that affect compliance with these standards shall be promptly corrected by the Consultant without additional compensation unless such revisions result from a County-approved change in project scope.

6.05 The Consultant acknowledges that all engineering services performed under this Agreement shall support the County's obligation to ensure HOME-assisted rehabilitation and reconstruction projects comply with all applicable property standards at project completion and throughout the applicable affordability period as required by HUD regulations.

Article 7
Procurement, Suspension and Debarment

7.01 The Consultant certifies by execution of this Agreement or Contract that it is not ineligible for such participation in Federal or state assistance programs. The Consultant further agrees to include this certification in all Agreements or Contracts between itself and any subcontractor in connection with the services performed under this Agreement or Contract. The Consultant also certifies that it will notify the County in writing if it is not in compliance with Federal or State

assistance programs at any time during the term of this Agreement or Contract. The Consultant agrees to refund Brazoria County for any payments made to the Consultant that would have been properly payable or reimbursable from Federal or state funds but for the fact that such payment failed to comply with Federal or state assistance programs.

Article 8
Ownership of Documents, Copyright

8.01 The County shall be the absolute and unqualified owner of all drawings, preliminary layouts, electronic documents and drawings, record drawings, sketches, reports, and other documents completed or partially completed, mylar reproducibles, preliminary layouts, created, produced, developed, or prepared, pursuant to this Agreement, by the Consultant or its approved outside advisory or support consultants (collectively the "Documents") with the same force and effect as if the County prepared same.

8.02 Consultant shall deliver all Documents to County within thirty (30) days of the termination or upon completion of this Agreement, whichever occurs first.

8.03 The Consultant may retain one (1) set of reproducible copies of such documents and such copies shall be for the Consultant's sole use in preparation of studies or reports for Brazoria County only. The Consultant is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

8.04 County shall be the owner of all intellectual property rights of the services rendered hereunder including all rights of copyright therein.

Article 9
Public Contact

9.01 Contact with the news media, citizens of Brazoria County, the State of Texas or other governmental agencies shall be the responsibility of the County. Under no circumstances shall the Consultant release any material or information developed in the performance of its services hereunder without the express prior written permission of the County.

Article 10
Consultant's Insurance Requirements

10.01 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (except Professional Liability which is on a Claims Made policy)

from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "B."**

10.02 County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.03 If required coverage is written on a claims-made basis, Consultant represents that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article 11
Indemnification

11.01 THE CONSULTANT SHALL INDEMNIFY THE COUNTY FROM AND AGAINST CLAIMS AND LIABILITY, PERFORMED UNDER THIS CONTRACT WHICH RESULT FROM NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL IN PROPORTION OF CONSULTANT'S LIABILITY BE RESPONSIBLE TO REIMBURSE THE COUNTY FOR REASONABLE EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE CONSULTANT, ITS AGENTS, OR EMPLOYEES.

11.02 CONSULTANTS DUTY TO INDEMNIFY COUNTY SHALL AS DESCRIBED ABOVE BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

Article 12
Dispute Resolution

12.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Consultant agree to submit the dispute to mediation.

12.02 All expenses associated with mediation shall be shared fifty (50) percent by each party.

12.03 The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law in equity under any applicable statutes of limitation.

Article 13
Termination

13.01 The County may terminate this Agreement at any time by notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, electronic data files, drawings and specifications of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

Article 14
Notice

14.01 Any notice permitted or required to be given to the County hereunder may be given by hand-delivery or certified United States mail, postage prepaid, return receipt requested addressed to:

County:	**Consultant:**
Brazoria County Community Development 1524 E. Mulberry St, Suite 162 Angleton, TX 77515 ATTN: Stephanie Ebarra Email: SEbarra@brazoriacountytx.gov Phone: 979-864-1961	Cedna Engineering 209 E. Henderson Rd Angleton, TX 77515 ATTN: Tom Sbrusch Email: Tom@cedna.net Phone: 979-864-3442

14.02 Such notice shall be deemed given upon receipt of hand-delivery or, if mailed, three days after the date of deposit of the notice in the United States mail as aforesaid.

Article 15
Successors and Assigns

15.01 Neither the County nor the Consultant shall assign, sublet, or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

Article 16
Applicable Law

16.01 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Brazoria County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to

sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

Article 17
Modifications

17.01 This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

Article 18
Severability

18.01 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Article 19
Merger

19.01 The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

Article 20
Boycott Verification

20.01 This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose

2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet

environmental standards beyond applicable federal and state law; or
(B) does business with a company described by Paragraph (A).

3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
   (A) means, with respect to the entity or association, to:
      (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:
(A) does not boycott Israel currently;
(B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
(C) does not boycott energy companies currently;
(D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
(E) does not discriminate against a firearm entity of firearm trade association currently; and
(F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

20.02 All requirements of Subtitle A, Title 8 Government Code Chapter 808, apply to this contract and the Consultant, by signing below, hereby verifies its understanding of the exemptions contained therein.

20.03 Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of this subchapter.

Article 21
Attachments

JUL 30 AM 9:18

21.01 The following attachments are a part of this Agreement:

Exhibit A	Scope of Work, Fee Schedule and Project Schedule
Exhibit B	County's minimum insurance requirements
Exhibit C	Compliance with Laws
Exhibit D	Certificate of Interested Parties
Exhibit E	Conflict of Interest Disclosure
Exhibit F	Contract Amendments (As Needed)

Article 22
Execution

22.01 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.

Brazoria County, Texas

By: _____

L.M. (Matt) Sebesta, Jr

County Judge

Date: 8/3/2026

CEDNA Engineering

a Texas company

By: _____

Name: **Tom Sbrusch**

Title: **President, Managing Partner**

Date: 7/29/26

EXHIBIT "A"
SCOPE OF WORK, FEE SCHEDULE AND PROJECT SCHEDULE

Scope of Work

Cedna Engineering understands the Brazoria County seeks highly qualified teams to provide engineering and energy code services for HUD homes located in Brazoria County.

As a subconsultant, Cedna Engineering will support the prime team with licensed Windstorm Engineering and Inspection services. This includes design coordination of code-compliant windstorm elements, sealed plans, submittals and a WPI-8 to the Texas Department of Insurance (TDI), and site inspections for certification at major milestones.

We will ensure that all windstorm-related systems (roof assemblies, wall connections, windows/doors, and other exterior envelope systems) meet the stringent requirements of the Texas Windstorm Insurance Association (TWIA) and TDI. Additionally, we will provide construction phase inspections and coordination for phased or occupied site work, ensuring minimal disruption and compliance throughout.

Firm Experience

Similar Projects

- Mont Belvieu EMS
- Brazoria County Jail
- Alvin Fire Station

Completed Projects (Past 5 Years)

1. Pearland Constable's Office Renovation
   - Location: Pearland, TX
   - Completion Date: 2024
   - Client: Brazoria County
   - Contact: Gerald Hendrick, (979) 864-1676

2. Brazoria County Fire Training Facility
   - Location: Angleton, TX
   - Completion Date: 2025
   - Client: iAD Architects
   - Contact: Brent Bowles, (979) 297-1411

CEDNA
ENGINEERING

www.cedna.net

209 E. Henderson Rd.
Angleton, Tx 77515
F-10683

Quote for HUD Home Project

Thank you for the opportunity to provide a quote for windstorm services for your new project.
Structures receiving services: One (1) new residential homes

Addresses : **1406 N Gulf Blvd, Freeport, TX 77541**

Scope Item	Actual Fee	Marked Up Fee
Engineered Foundation	$2,800.00	$2,800.00
Engineered Plans	$2,250.00	$2,250.00
Radon Review & Compliance Letter	$5,975.00*	$7,700.00
Geotech Report	$7,800.00*	$9,500.00
Architectural Plan	$3,375.00	$3,375.00
REScheck	$725.00	$725.00
	*Amount to be paid to subcontractor	

Not included:

- Survey
- Blower door/ pressure testing
- Insulation inspections
- IRC plumbing/ mechanical/ electrical inspections
- Driveway engineering

Total fee for services: $26,350.00

CEDNA
ENGINEERING

Brazoria County HUD Homes Project Schedule:
1406 N Gulf Blvd, Freeport, TX 77541

This schedule is limited to professional engineering and design services only and does not include demolition, bidding, contractor procurement, permit application or review, or construction activities.

The schedule is presented in calendar days, with a total project duration not to exceed 120 calendar days from the Notice to Proceed. Activities are intentionally overlapped where appropriate to maximize efficiency, facilitate multidisciplinary coordination, and ensure timely completion of all professional engineering and design services within the required project duration.

Durations shown are approximate and may be adjusted as necessary to accommodate agency review comments or owner-requested revisions, provided the overall project duration does not exceed 120 calendar days.

Task	Start	Finish	Deliverable
Professional Services Agreement / Notice to Proceed	1	7	Executed Agreement
Geotechnical Investigation	8	28	Soils Report & Foundation Recommendations
Preliminary Floor Plans	8	21	30% Architectural Design
County Review	22	35	Review Comments
Final Floor Plans	36	49	100% Architectural Plans
REScheck	49	54	Energy Compliance Documentation
Preliminary Engineered Plans	43	63	30% Engineered Plans
County Review	64	70	Review Comments
Radon Mitigation Design	64	71	Radon Compliance Comments

Final Engineered Planset	7*	84	Final Engineered Plans
Final County Approval	85	91	County Approval
Final Deliverables	92	105	Complete Engineering Design Package
Buffer/ Administrative Float	106	120	Final Revisions & Permit Ready Package

Gantt Chart

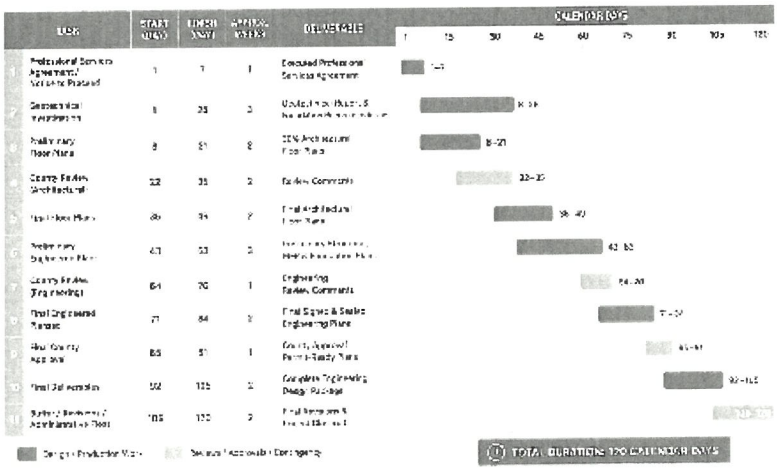

EXHIBIT "B"
INSURANCE REQUIREMENTS

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

2. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

3. Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

5. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/17/2026

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

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

PRODUCER Hagan Risk Partners 2700 TX-35 Angleton TX 77515	CONTACT NAME: Amy Lozano PHONE (A/C, No, Ext): (979) 297-2433 FAX (A/C, No): E-MAIL ADDRESS: Amy@haganrp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Lyndon Southern Insurance Company	
	INSURER B : Progressive County Mutual Ins Co	29203
	INSURER C : Texas Mutual	
	INSURER D : Hiscox Ins Co Inc	10200
	INSURER E :	
	INSURER F :	
INSURED Cedna Engineering 209 E HENDERSON RD ANGLETON TX 77515-2737		

COVERAGES CERTIFICATE NUMBER: CL2641702212 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ABOP-TX-1003527-00	02/06/2026	02/06/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			993667496	03/17/2026	03/17/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 2,500
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001207011-8	12/09/2025	12/09/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			P100.3442.414.12	08/06/2025	08/06/2026	Each Claim Aggregate for all Claims	2,000,000 2,000,000

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

The policy General Liability includes a blanket automatic additional insured and waiver of subrogation endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status for the general liability policy. (Endorsement # C10101 and C10165)

CERTIFICATE HOLDER	CANCELLATION
Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Amy Lozano

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EXHIBIT "C"
COMPLIANCE WITH LAWS

The Consultant acknowledges that HUD financial assistance will be used to fund this contract, and agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to housing construction design projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors comply with applicable laws:

Federal Requirements

The following federal requirements are in addition to the terms and conditions of Brazoria County Purchase Order and are made a part of this purchase order

I. Remedies {Applicable to contracts more than the Simplified Acquisition Threshold of $150,000}

"If the bidder/vendor fails to comply with the terms and conditions of this Agreement, Brazoria County may take one or more of the following actions, as appropriate to the circumstance:

(a)Temporarily withhold payments pending the bidder/vendor commencing in good-faith corrective action to cure the deficiency;

(b) Permanently withhold payments; and/or

(c)Take any and all other remedies that may be legally available.

II. Access to Records and Record Retention

In accordance with 2 CFR 200.334, et. seq., during the Agreement's time of performance the grantee, the subgrantee, the Federal grantor agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

In accordance with 2 CFR 200.334, Contractor shall provide to the County all records pertinent to the Contract. The County shall retain all required records for at least three (3) years after making final payments and all other pending matters are closed.

III. Debarment and Suspension

"Suspension and Debarment

(1) The contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Brazoria County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Texas Department of Emergency Management and Brazoria County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

IV. Procurement of Recovered Materials:

1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) Competitively within a timeframe providing compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site.

The list of EPA-designate items is available at http://www3.epa.gov/epawaste/conserve/tools/cpg/products/index.htm

V. DHS Seal

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

VI. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that HUD financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, HUD, policies, procedures, and directives.

VII. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

VIII. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

IX. Termination for Cause and Convenience

Termination with Cause:

Upon written notice to the Contractor of a defect or breach of this Agreement, Contractor has five (5) business days to cure any defect(s) or breach(es) cited in said notice. If Contractor fails to cure the defect(s) or breach(es) within the five (5) business days allowed, Brazoria County may terminate this Agreement. Nevertheless, Brazoria County reserves the right to provide written notice to the Contractor that this Agreement shall continue if Contractor has in good-faith commenced efforts to cure said defect(s) or breach(es) and Contractor agrees, in writing, to continue to act without undue delay to cure said defect(s) or breach(es).

Termination Without Cause:

This contract may be terminated by either the County or the Contractor at any time, without cause, by providing the other Party at least thirty (30) calendar days' prior written notice.

AGREED TO AND ACKNOWLEDGED THIS *[date]* 7/29/26

CEDNA Engineering

a Texas company

By: _____

Name: **Tom Sbrusch**

Title: **President, Managing Partner**

Date: 7/29/26

EXHIBIT "D"
CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at http://brazoriacountytx.gov/departments/purchasing/doing-business.

EXHIBIT "E"
CONFLICT OF INTEREST DISCLOSURE

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

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

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM.

Texas Local Government Code Chapter 176 can be found here:
http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

EXHIBIT "F"
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This Agreement for professional services ("Agreement") is made and entered into by and between **BRAZORIA COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as the "County" and CEDNA Engineering, 209 E. Henderson Rd., Angleton, TX, a Texas Corporation, hereinafter referred to as "Consultant".

RECITALS

The County intends to enter into a professional service contract as it relates to HUD M-23-UC-48-0230 CFDA 14.239 federally funded by the HOME Investment Partnership Program, 105 Prewitt Lane, West Columbia, TX 77486 hereinafter called "Project."

The County desires that Consultant perform certain professional engineering and related services in connection with the Project; and

Consultant represents that it is qualified and desires to perform such services.

In consideration of the mutual covenants, agreements and benefits to the Parties hereto, it is agreed as follows:

TERMS

Article 1
Scope of Agreement

1.01 The Consultant agrees to perform professional engineering services as set forth in the Exhibits attached hereto and incorporated herein.

Article 2
Character and Extent of Services

2.01 The Consultant shall perform its obligations under this Contract in accordance with the Scope of Work within the Consultant's proposal attached hereto as **Exhibit "A."** County and Consultant may agree to amend this contract. All amendments to this contract will be added as **"Exhibit F-*"** (F-1, F-2, etc.).

2.02 The Consultant and County agree and acknowledge that the County is entering into this Contract in reliance on the Consultant's competence and qualifications, as those were presented to County by Consultant with respect to professional services. The Consultant, in consideration for the compensation set forth expressly herein, shall at all times utilize its skill and attention to fully,

timely, and properly render professional services for the development of the Project to final completion as set out in, or reasonably inferred from, the Scope of Work. This shall be done in a manner utilizing the degree of care ordinarily used by Consultants performing similar services on projects of a similar nature and scope within the State of Texas.

2.03 The Consultant shall be represented by a professional engineer, who has been assigned by Consultant to manage the Project, licensed to practice in the State of Texas, at meetings of any official nature concerning the Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, pre-construction meetings and construction meetings with County and staff and/or its contractors, unless otherwise set forth in the Scope of Work or approved in writing by the County.

2.04 Work, labor, services, and materials to be furnished by Consultant shall fully comply with applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work. In the event of any change in the applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work for the Project, which occur after the Effective Date of the Contract, and which Consultant was not and should not reasonably have been aware of, which require changes to the Work that has already been completed by the Consultant, or require work outside the Scope of Work, then the Consultant and the County shall attempt to agree in writing on the required modifications to the Scope of Work and an equitable fee and time adjustment resulting from such additional Scope of Work. Conflicts between any applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work shall be brought to the attention of the County by Consultant.

2.05 Consultant shall comply with all Federal laws, including but not limited to, the specific laws identified and attached hereto as **Exhibit "C"** and incorporated herein and made part of this contract. The Consultant shall require and ensure that its contractors and subcontractors comply with all applicable laws.

2.06 All work provided under this Agreement shall conform to and be in the format required by Federal and state funding agencies. Guidelines and requirements of the Federal Emergency Management Agency, the Environmental Protection Agency, and the Texas Commission on Environmental Quality as applicable to the project. Other Federal and local funding sources may impose additional and/or differing requirements.

2.07 Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

Article 3
Time for Performance

3.01 The Consultant shall complete the services called for in this Agreement as set forth in schedule specified in **Exhibit "A"** or as further modified in **Exhibit "F-*."** Consultant understands that time is of the essence to complete the services by the scheduled deadlines.

Article 4
Consultant Compensation

4.01 For and in consideration of the services rendered by the Consultant under Article 2, the County shall pay to the Consultant in accordance with its Fee Schedule in **Exhibit "A"** or as further modified in **Exhibit "F-*."**

Article 5
Time of Payment

5.01 Monthly payments shall be made based upon that portion of the work which has been completed. Consultant shall provide, no later than the last day of each calendar month a sworn statement to the Brazoria County Community Development ("BCCD"), setting forth the percentage of the services provided which were completed during such calendar month, the compensation due, Consultant's hourly rates, if applicable, subcontractor invoices and the respective backup documentation, and any other documentation required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Consultant certifying that the work was performed, it was authorized by BCCD and that all information contained in the invoice being submitted is true and correct.

5.02 Consultant agrees to maintain, for a period of five (5) years, detailed time records identifying each person performing the services, the date or dates that the services were performed, the applicable hourly rates, the total amount billed for each person and the total amount billed for all persons, and shall provide such other details as may be requested by the County Auditor for verification purposes. The Consultant shall retain its records and shall keep same available for inspection during regular business hours by County officials.

5.03 The Consultant's statement becomes due and payable within thirty (30) days after receipt and approval by County. The approval or payment shall not be considered to be evidence of performance by the Consultant to the point indicated by such statement or of receipt or acceptance by the County of the work covered by such statement.

Article 6
Compliance Standards

6.01 The Consultant agrees to perform the work hereunder in a professional, reasonable and prudent manner in accordance with the Brazoria County Community Development Department's adopted Rehabilitation and Reconstruction Minimum Property Standards and Technical

Specifications, as amended, and all requirements of the HOME Investment Partnerships Program under 24 C.F.R. § 92.251, all applicable rehabilitation and reconstruction property standards for HOME-assisted housing. The Consultant shall ensure that all plans, specifications, engineering designs, inspections, certifications, and recommendations are prepared to support the construction of housing that is safe, sanitary, durable, code-compliant, and suitable for long-term occupancy.

6.02 The Consultant shall prepare all engineering documents and perform all services in compliance with applicable Federal, State, and local laws, regulations, ordinances, building codes, environmental requirements, and permitting requirements, including, but not limited to:

- HOME Investment Partnerships Program regulations (24 C.F.R. Part 92);
- Brazoria County Rehabilitation and Reconstruction Minimum Property Standards and Technical Specifications;
- International Residential Code (IRC);
- International Existing Building Code (IEBC), where applicable;
- International Energy Conservation Code (IECC);
- Texas Department of Insurance (TDI) Windstorm requirements;
- Applicable accessibility requirements under Section 504 of the Rehabilitation Act, the Americans with Disabilities Act (ADA), and the Fair Housing Act;
- All applicable floodplain management, environmental, and local jurisdictional requirements.

6.03 Engineering services shall include consideration of all rehabilitation and reconstruction requirements necessary to ensure compliance with Brazoria County's adopted standards, including, where applicable, structural integrity, foundation systems, windstorm design, drainage, grading, utility systems, accessibility modifications, energy efficiency requirements, disaster mitigation measures, and other engineering elements necessary to achieve compliance with the approved project scope and applicable HOME regulations.

6.04 The Consultant shall coordinate with Brazoria County Community Development staff, the County's construction inspector, and other project professionals, as necessary, to ensure that all engineering documents are consistent with the approved Scope of Work, the County's Technical Specifications, and the applicable Rehabilitation and Reconstruction Minimum Property Standards. Any deficiencies identified during plan review or construction that affect compliance with these standards shall be promptly corrected by the Consultant without additional compensation unless such revisions result from a County-approved change in project scope.

6.05 The Consultant acknowledges that all engineering services performed under this Agreement shall support the County's obligation to ensure HOME-assisted rehabilitation and reconstruction projects comply with all applicable property standards at project completion and throughout the applicable affordability period as required by HUD regulations.

Article 7
Procurement, Suspension and Debarment

7.01 The Consultant certifies by execution of this Agreement or Contract that it is not ineligible for such participation in Federal or state assistance programs. The Consultant further agrees to include this certification in all Agreements or Contracts between itself and any subcontractor in connection with the services performed under this Agreement or Contract. The Consultant also

certifies that it will notify the County in writing if it is not in compliance with Federal or State assistance programs at any time during the term of this Agreement or Contract. The Consultant agrees to refund Brazoria County for any payments made to the Consultant that would have been properly payable or reimbursable from Federal or state funds but for the fact that such payment failed to comply with Federal or state assistance programs.

Article 8
Ownership of Documents, Copyright

8.01 The County shall be the absolute and unqualified owner of all drawings, preliminary layouts, electronic documents and drawings, record drawings, sketches, reports, and other documents completed or partially completed, mylar reproducibles, preliminary layouts, created, produced, developed, or prepared, pursuant to this Agreement, by the Consultant or its approved outside advisory or support consultants (collectively the "Documents") with the same force and effect as if the County prepared same.

8.02 Consultant shall deliver all Documents to County within thirty (30) days of the termination or upon completion of this Agreement, whichever occurs first.

8.03 The Consultant may retain one (1) set of reproducible copies of such documents and such copies shall be for the Consultant's sole use in preparation of studies or reports for Brazoria County only. The Consultant is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

8.04 County shall be the owner of all intellectual property rights of the services rendered hereunder including all rights of copyright therein.

Article 9
Public Contact

9.01 Contact with the news media, citizens of Brazoria County, the State of Texas or other governmental agencies shall be the responsibility of the County. Under no circumstances shall the Consultant release any material or information developed in the performance of its services hereunder without the express prior written permission of the County.

Article 10
Consultant's Insurance Requirements

10.01 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance

written on an Occurrence form (except Professional Liability which is on a Claims Made policy) from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "B."**

10.02 County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.03 If required coverage is written on a claims-made basis, Consultant represents that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article 11
Indemnification

11.01 THE CONSULTANT SHALL INDEMNIFY THE COUNTY FROM AND AGAINST CLAIMS AND LIABILITY, PERFORMED UNDER THIS CONTRACT WHICH RESULT FROM NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL IN PROPORTION OF CONSULTANT'S LIABILITY BE RESPONSIBLE TO REIMBURSE THE COUNTY FOR REASONABLE EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE CONSULTANT, ITS AGENTS, OR EMPLOYEES.

11.02 CONSULTANTS DUTY TO INDEMNIFY COUNTY SHALL AS DESCRIBED ABOVE BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

Article 12
Dispute Resolution

12.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Consultant agree to submit the dispute to mediation.

12.02 All expenses associated with mediation shall be shared fifty (50) percent by each party.

12.03 The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law in equity under any applicable statutes of limitation.

Article 13
Termination

13.01 The County may terminate this Agreement at any time by notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, electronic data files, drawings and specifications of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

Article 14
Notice

14.01 Any notice permitted or required to be given to the County hereunder may be given by hand-delivery or certified United States mail, postage prepaid, return receipt requested addressed to:

County:	**Consultant:**
Brazoria County Community Development 1524 E. Mulberry St, Suite 162 Angleton, TX 77515 ATTN: Stephanie Ebarra Email: SEbarra@brazoriacountytx.gov Phone: 979-864-1961	Cedna Engineering 209 E. Henderson Rd Angleton, TX 77515 ATTN: Tom Sbrusch Email: Tom@cedna.net Phone: 979-864-3442

14.02 Such notice shall be deemed given upon receipt of hand-delivery or, if mailed, three days after the date of deposit of the notice in the United States mail as aforesaid.

Article 15
Successors and Assigns

15.01 Neither the County nor the Consultant shall assign, sublet, or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

Article 16
Applicable Law

16.01 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Brazoria County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to

sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

Article 17
Modifications

17.01 This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

Article 18
Severability

18.01 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Article 19
Merger

19.01 The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

Article 20
Boycott Verification

20.01 This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose

2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet

environmental standards beyond applicable federal and state law; or
(B) does business with a company described by Paragraph (A).

3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
   (A) means, with respect to the entity or association, to:
      (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:
(A) does not boycott Israel currently;
(B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
(C) does not boycott energy companies currently;
(D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
(E) does not discriminate against a firearm entity of firearm trade association currently; and
(F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

20.02 All requirements of Subtitle A, Title 8 Government Code Chapter 808, apply to this contract and the Consultant, by signing below, hereby verifies its understanding of the exemptions contained therein.

20.03 Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of this subchapter.

Article 21
Attachments

21.01 The following attachments are a part of this Agreement:

Exhibit A	Scope of Work, Fee Schedule and Project Schedule
Exhibit B	County's minimum insurance requirements
Exhibit C	Compliance with Laws
Exhibit D	Certificate of Interested Parties
Exhibit E	Conflict of Interest Disclosure
Exhibit F	Contract Amendments (As Needed)

Article 22
Execution

22.01 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.

Brazoria County, Texas

By: _____

L.M. (Matt) Sebesta, Jr

County Judge

Date: 8/3/2026

CEDNA Engineering

a Texas company

By: _____

Name: **Tom Sbrusch**

Title: **President, Managing Partner**

Date: 7/29/26

EXHIBIT "A"
SCOPE OF WORK, FEE SCHEDULE AND PROJECT SCHEDULE

Scope of Work

Cedna Engineering understands the Brazoria County seeks highly qualified teams to provide engineering and energy code services for HUD homes located in Brazoria County.

As a subconsultant, Cedna Engineering will support the prime team with licensed Windstorm Engineering and Inspection services. This includes design coordination of code-compliant windstorm elements, sealed plans, submittals and a WPI-8 to the Texas Department of Insurance (TDI), and site inspections for certification at major milestones.

We will ensure that all windstorm-related systems (roof assemblies, wall connections, windows/doors, and other exterior envelope systems) meet the stringent requirements of the Texas Windstorm Insurance Association (TWIA) and TDI. Additionally, we will provide construction phase inspections and coordination for phased or occupied site work, ensuring minimal disruption and compliance throughout.

Firm Experience

Similar Projects

- Mont Belvieu EMS
- Brazoria County Jail
- Alvin Fire Station

Completed Projects (Past 5 Years)

1. Pearland Constable's Office Renovation
   - Location: Pearland, TX
   - Completion Date: 2024
   - Client: Brazoria County
   - Contact: Gerald Hendrick, (979) 864-1676

2. Brazoria County Fire Training Facility
   - Location: Angleton, TX
   - Completion Date: 2025
   - Client: iAD Architects
   - Contact: Brent Bowles, (979) 297-1411

CEDNA
ENGINEERING

www.cedna.net

209 E. Henderson Rd.
Angleton, Tx 77515
F-10683

Quote for HUD Home Project

Thank you for the opportunity to provide a quote for windstorm services for your new project.

Structures receiving services: One (1) new residential homes

Addresses : **105 Prewitt Ln, West Columbia, TX 77486**

Scope Item	Actual Fee	Marked Up Fee
Engineered Foundation	$2,800.00	$2,800.00
Engineered Plans	$2,250.00	$2,250.00
Geotech Report	$7,800.00*	$9,500.00
Architectural Plan	$3,375.00	$3,375.00
REScheck	$725.00	$725.00

*Amount to be paid to subcontractor

Not included:

- Survey
- Blower door/ pressure testing
- Insulation inspections
- IRC plumbing/ mechanical/ electrical inspections
- Driveway engineering

Total fee for services: $18,650.00

CEDNA
ENGINEERING

Brazoria County HUD Homes Project Schedule:
105 Prewitt, West Columbia, TX 77486

This schedule is limited to professional engineering and design services only and does not include demolition, bidding, contractor procurement, permit application or review, or construction activities.

The schedule is presented in calendar days, with a total project duration not to exceed 120 calendar days from the Notice to Proceed. Activities are intentionally overlapped where appropriate to maximize efficiency, facilitate multidisciplinary coordination, and ensure timely completion of all professional engineering and design services within the required project duration.

Durations shown are approximate and may be adjusted as necessary to accommodate agency review comments or owner-requested revisions, provided the overall project duration does not exceed 120 calendar days.

Task	Start	Finish	Deliverable
Professional Services Agreement / Notice to Proceed	1	7	Executed Agreement
Geotechnical Investigation	8	28	Soils Report & Foundation Recommendations
Preliminary Floor Plans	8	21	30% Architectural Design
County Review	22	35	Review Comments
Final Floor Plans	36	49	100% Architectural Plans
REScheck	49	54	Energy Compliance Documentation
Preliminary Engineered Plans	43	63	30% Engineered Plans
County Review	64	70	Review Comments

Final Engineered Planset	71	84	Final Engineered Plans
Final County Approval	85	91	County Approval
Final Deliverables	92	105	Complete Engineering Design Package
Buffer/ Administrative Float	106	120	Final Revisions & Permit Ready Package

Gantt Chart

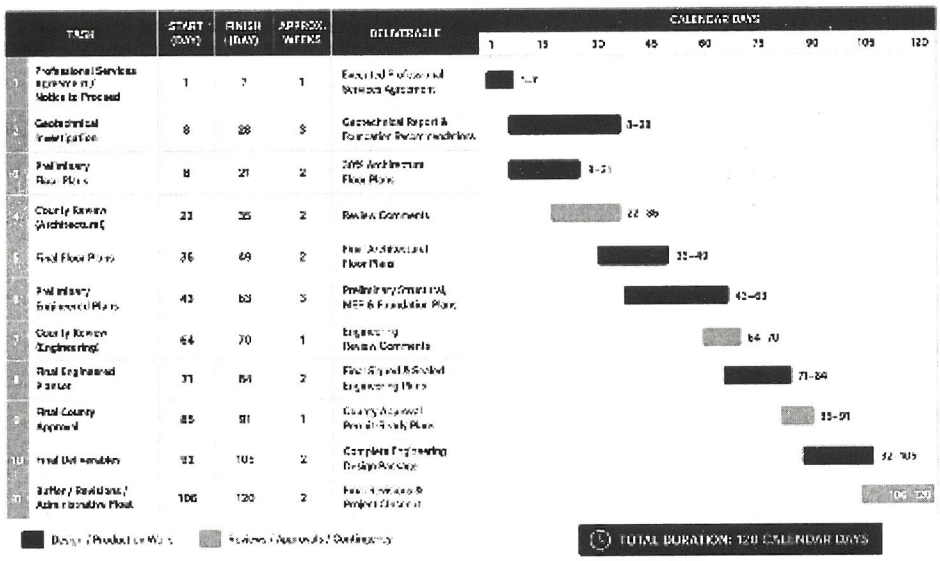

EXHIBIT "B"
INSURANCE REQUIREMENTS

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

2. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

3. Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

5. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/17/2026

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

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

PRODUCER	CONTACT NAME: Amy Lozano
Hagan Risk Partners 2700 TX-35 Angleton TX 77515	PHONE (A/C, No, Ext): (979) 297-2433 FAX (A/C, No): E-MAIL ADDRESS: Amy@haganrp.com
INSURED Cedna Engineering 209 E HENDERSON RD ANGLETON TX 77515-2737	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Lyndon Southern Insurance Company INSURER B: Progressive County Mutual Ins Co — 29203 INSURER C: Texas Mutual INSURER D: Hiscox Ins Co Inc — 10200 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL2641702212 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ABOP-TX-1003527-00	02/06/2026	02/06/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			993667496	03/17/2026	03/17/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 2,500
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001207011-8	12/09/2025	12/09/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			P100.3442.414.12	08/06/2025	08/06/2026	Each Claim Aggregate for all Claims	2,000,000 2,000,000

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

The policy General Liability includes a blanket automatic additional insured and waiver of subrogation endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status for the general liability policy. (Endorsement # C10101 and C10165)

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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EXHIBIT "C"
COMPLIANCE WITH FEDERAL LAWS

The Consultant acknowledges that HUD financial assistance will be used to fund this contract, and agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to housing construction design projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors comply with applicable laws:

Federal Requirements

The following federal requirements are in addition to the terms and conditions of Brazoria County Purchase Order and are made a part of this purchase order

I. Remedies {Applicable to contracts more than the Simplified Acquisition Threshold of $150,000}

"If the bidder/vendor fails to comply with the terms and conditions of this Agreement, Brazoria County may take one or more of the following actions, as appropriate to the circumstance:

(a)Temporarily withhold payments pending the bidder/vendor commencing in good-faith corrective action to cure the deficiency;

(b) Permanently withhold payments; and/or

(c)Take any and all other remedies that may be legally available.

II. Access to Records and Record Retention

In accordance with 2 CFR 200.334, et. seq., during the Agreement's time of performance the grantee, the subgrantee, the Federal grantor agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

In accordance with 2 CFR 200.334, Contractor shall provide to the County all records pertinent to the Contract. The County shall retain all required records for at least three (3) years after making final payments and all other pending matters are closed.

III. Debarment and Suspension

"Suspension and Debarment

(1) The contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Brazoria County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Texas Department of Emergency Management and Brazoria County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

IV. Procurement of Recovered Materials:

1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) Competitively within a timeframe providing compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site.

The list of EPA-designate items is available at http://www3.epa.gov/epawaste/conserve/tools/cpg/products/index.htm

V. DHS Seal

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

VI. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that HUD financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, HUD, policies, procedures, and directives.

VII. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

VIII. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

IX. Termination for Cause and Convenience

Termination with Cause:

Upon written notice to the Contractor of a defect or breach of this Agreement, Contractor has five (5) business days to cure any defect(s) or breach(es) cited in said notice. If Contractor fails to cure the defect(s) or breach(es) within the five (5) business days allowed, Brazoria County may terminate this Agreement. Nevertheless, Brazoria County reserves the right to provide written notice to the Contractor that this Agreement shall continue if Contractor has in good-faith commenced efforts to cure said defect(s) or breach(es) and Contractor agrees, in writing, to continue to act without undue delay to cure said defect(s) or breach(es).

Termination Without Cause:

This contract may be terminated by either the County or the Contractor at any time, without cause, by providing the other Party at least thirty (30) calendar days' prior written notice.

AGREED TO AND ACKNOWLEDGED THIS *[date]* 7/29/26

CEDNA Engineering

a Texas company

By: Tom Sbrusch

Name: **Tom Sbrusch**

Title: **President, Managing Partner**

Date: 7/29/26

EXHIBIT "D"
CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at http://brazoriacountytx.gov/departments/purchasing/doing-business.

EXHIBIT "E"
CONFLICT OF INTEREST DISCLOSURE

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

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

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM.

Texas Local Government Code Chapter 176 can be found here:
http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

EXHIBIT "F"
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.18. **7/28/2026**

Engineering Services for the Austin Bayou De-snagging Project

Approve the expenditure of $360,000.00 to GC Engineering, Inc. to develop plans, specifications and estimates for the Austin Bayou De-snagging Project.

Whereas, the attached scope of work identifies the services necessary to support the design process for the Project; and

Whereas, funds for this expenditure are available via the 2026 Road & Bridge Budget and are a part of the CDBG-MIT Contract in partnership with the General Land Office (GLO).

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.

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This Agreement for professional services ("Agreement") is made and entered into by and between **BRAZORIA COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as the "County" and GC Engineering, Inc., a Texas Corporation, hereinafter referred to as "Consultant".

RECITALS

The County intends to improve drainage by removing debris along the portion of Austin Bayou from FM2004 to SH-35 as part of the Austin Bayou Desnagging Project, hereinafter called the "Project"

The County desires that Consultant perform certain professional engineering and related services in connection with the Project; and

Consultant represents that it is qualified and desires to perform such services.

In consideration of the mutual covenants, agreements and benefits to the Parties hereto, it is agreed as follows:

TERMS

Article 1
Scope of Agreement

1.01 The Consultant agrees to perform professional engineering services as set forth in the Exhibits attached hereto and incorporated herein.

Article 2
Character and Extent of Services

2.01 The Consultant shall perform its obligations under this Contract in accordance with the Scope of Work within the Consultant's proposal attached hereto as **Exhibit "A."** County and Consultant may agree to amend this contract. All amendments to this contract will be added as **"Exhibit F-*"** (F-1, F-2, etc.).

2.02 The Consultant and County agree and acknowledge that the County is entering into this Contract in reliance on the Consultant's competence and qualifications, as those were presented to County by Consultant with respect to professional services. The Consultant, in consideration for the compensation set forth expressly herein, shall at all times utilize its skill and attention to fully,

timely, and properly render professional services for the development of the Project to final completion as set out in, or reasonably inferred from, the Scope of Work. This shall be done in a manner utilizing the degree of care ordinarily used by Consultants performing similar services on projects of a similar nature and scope within the State of Texas.

2.03 The Consultant shall be represented by a professional engineer, who has been assigned by Consultant to manage the Project, licensed to practice in the State of Texas, at meetings of any official nature concerning the Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, pre-construction meetings and construction meetings with County and staff and/or its contractors, unless otherwise set forth in the Scope of Work or approved in writing by the County.

2.04 Work, labor, services, and materials to be furnished by Consultant shall fully comply with applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work. In the event of any change in the applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work for the Project, which occur after the Effective Date of the Contract, and which Consultant was not and should not reasonably have been aware of, which require changes to the Work that has already been completed by the Consultant, or require work outside the Scope of Work, then the Consultant and the County shall attempt to agree in writing on the required modifications to the Scope of Work and an equitable fee and time adjustment resulting from such additional Scope of Work. Conflicts between any applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work shall be brought to the attention of the County by Consultant.

2.05 Consultant shall comply with all Federal laws, including but not limited to, the specific laws identified and attached hereto as **Exhibit "C"** and incorporated herein and made part of this contract. The Consultant shall require and ensure that its contractors and subcontractors comply with all applicable laws.

2.06 All work provided under this Agreement shall conform to and be in the format required by Federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, the Federal Highways Administration, the Federal Emergency Management Agency, the Environmental Protection Agency, the Texas Commission on Environmental Quality, and the Texas Department of Transportation as applicable to the project. Other Federal and local funding sources may impose additional and/or differing requirements. The project may utilize funding from the following: grants, ad valorem taxes; general obligation bonds, which all requirements for this contract must adhere to the requirements.

2.07 Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

Article 3
Time for Performance

3.01 The Consultant shall complete the services called for in this Agreement as set forth in schedule specified in **Exhibit "A"** or as further modified in **Exhibit "F-*."** Consultant understands that time is of the essence to complete the services by the scheduled deadlines.

Article 4
Consultant Compensation

4.01 For and in consideration of the services rendered by the Consultant under Article 2, the County shall pay to the Consultant in accordance with its Fee Schedule in **Exhibit "A"** or as further modified in **Exhibit "F-*."**

Article 5
Time of Payment

5.01 Monthly payments shall be made based upon that portion of the work which has been completed. Consultant shall provide, no later than the last day of each calendar month a sworn statement to the County Engineer, setting forth the percentage of the services provided which were completed during such calendar month, the compensation due, Consultant's hourly rates, if applicable, subcontractor invoices and the respective backup documentation, and any other documentation required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Consultant certifying that the work was performed, it was authorized by the County Engineer and that all information contained in the invoice being submitted is true and correct.

5.02 Consultant agrees to maintain, for a period of five (5) years, detailed time records identifying each person performing the services, the date or dates that the services were performed, the applicable hourly rates, the total amount billed for each person and the total amount billed for all persons, and shall provide such other details as may be requested by the County Auditor for verification purposes. The Consultant shall retain its records and shall keep same available for inspection during regular business hours by County officials.

5.03 The Consultant's statement becomes due and payable within thirty (30) days after receipt and approval by County. The approval or payment shall not be considered to be evidence of performance by the Consultant to the point indicated by such statement or of receipt or acceptance by the County of the work covered by such statement.

Article 6
Compliance Standards

6.01 The Consultant agrees to perform the work hereunder in accordance with County's road and bridge specifications or Texas Department of Transportation road and bridge specifications, Brazoria County Drainage Criteria Manual and other generally accepted standards applicable

thereto, and shall use that degree of care and skill commensurate with the Consultants profession to comply with all applicable state, Federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and Consultant's performance.

Article 7
Procurement, Suspension and Debarment

7.01 The Consultant certifies by execution of this Agreement or Contract that it is not ineligible for such participation in Federal or state assistance programs. The Consultant further agrees to include this certification in all Agreements or Contracts between itself and any subcontractor in connection with the services performed under this Agreement or Contract. The Consultant also certifies that it will notify the County in writing if it is not in compliance with Federal or State assistance programs at any time during the term of this Agreement or Contract. The Consultant agrees to refund Brazoria County for any payments made to the Consultant that would have been properly payable or reimbursable from Federal or state funds but for the fact that such payment failed to comply with Federal or state assistance programs.

Article 8
Ownership of Documents, Copyright

8.01 The County shall be the absolute and unqualified owner of all drawings, preliminary layouts, electronic documents and drawings, record drawings, sketches, reports, and other documents completed or partially completed, mylar reproducibles, preliminary layouts, created, produced, developed, or prepared, pursuant to this Agreement, by the Consultant or its approved outside advisory or support consultants (collectively the "Documents") with the same force and effect as if the County prepared same.

8.02 Consultant shall deliver all Documents to County within thirty (30) days of the termination or upon completion of this Agreement, whichever occurs first.

8.03 The Consultant may retain one (1) set of reproducible copies of such documents and such copies shall be for the Consultant's sole use in preparation of studies or reports for Brazoria County only. The Consultant is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

8.04 County shall be the owner of all intellectual property rights of the services rendered hereunder including all rights of copyright therein.

Article 9
Public Contact

9.01 Contact with the news media, citizens of Brazoria County, the State of Texas or other governmental agencies shall be the responsibility of the County. Under no circumstances shall the Consultant release any material or information developed in the performance of its services hereunder without the express prior written permission of the County.

Article 10
Consultant's Insurance Requirements

10.01 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (except Professional Liability which is on a Claims Made policy) from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "B."**

10.02 County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.03 If required coverage is written on a claims-made basis, Consultant represents that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article 11
Indemnification

11.01 THE CONSULTANT SHALL INDEMNIFY THE COUNTY FROM AND AGAINST CLAIMS AND LIABILITY, PERFORMED UNDER THIS CONTRACT WHICH RESULT FROM NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL IN PROPORTION OF CONSULTANT'S LIABILITY BE RESPONSIBLE TO REIMBURSE THE COUNTY FOR REASONABLE EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE CONSULTANT, ITS AGENTS, OR EMPLOYEES.

11.02 CONSULTANTS DUTY TO INDEMNIFY COUNTY SHALL AS DESCRIBED ABOVE BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

Article 12
Dispute Resolution

12.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Consultant agree to submit the dispute to mediation.

12.02 All expenses associated with mediation shall be shared fifty (50) percent by each party.

12.03 The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law in equity under any applicable statutes of limitation.

Article 13
Termination

13.01 The County may terminate this Agreement at any time by notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, electronic data files, drawings and specifications of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

Article 14
Notice

14.01 Any notice permitted or required to be given to the County hereunder may be given by hand-delivery or certified United States mail, postage prepaid, return receipt requested addressed to:

County:	**Consultant:**
Brazoria County Engineer	GC Engineering, Inc.
451 N. Velasco, Suite 230	2505 Park Avenue,
Angleton, Texas 77515	Pearland, Texas 77581
ATTN: Matthew Hanks, JD, PE	ATTN: Chandi Rodrigo, PE
Email: matth@brazoria-county.com	Email: crodrigo@gc-engineering.com
Phone: 979-864-1265	Phone: 346-773-4406

14.02 Such notice shall be deemed given upon receipt of hand-delivery or, if mailed, three days after the date of deposit of the notice in the United States mail as aforesaid.

Article 15
Successors and Assigns

15.01 Neither the County nor the Consultant shall assign, sublet, or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

Article 16
Applicable Law

16.01 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Brazoria County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

Article 17
Modifications

17.01 This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

Article 18
Authority of County Engineer

18.01 The County Engineer shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Consultant. His decision shall be final. It is mutually agreed by both parties that the County Engineer shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Engineer in such shall be final and binding alike on both parties hereto. But, nothing contained in this Article shall be construed to authorize the County Engineer to alter, vary or amend any of the terms or provisions of this Agreement.

Article 19
Severability

19.01 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Article 20
Merger

20.01 The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

Article 21
Boycott Verification

21.01 This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose

2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   (B) does business with a company described by Paragraph (A).

3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
   (A) means, with respect to the entity or association, to:
      (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be

paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:

(A) does not boycott Israel currently;
(B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
(C) does not boycott energy companies currently;
(D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
(E) does not discriminate against a firearm entity of firearm trade association currently; and
(F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

21.02 All requirements of Subtitle A, Title 8 Government Code Chapter 808, apply to this contract and the Consultant, by signing below, hereby verifies its understanding of the exemptions contained therein.

21.03 Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of this subchapter.

Article 22
Attachments

22.01 The following attachments are a part of this Agreement:

Exhibit A	Scope of Work, Fee Schedule and Project Schedule
Exhibit B	County's minimum insurance requirements
Exhibit C	Compliance with Laws
Exhibit D	Certificate of Interested Parties
Exhibit E	Conflict of Interest Disclosure
Exhibit F	Contract Amendments (As Needed)

Article 22
Execution

23.01 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.

Brazoria County, Texas

By: _____

L.M. (Matt) Sebesta, Jr

County Judge

Date: _____

GC Engineering, Inc.

a Texas company

By: C Rodrigo

Name: **Chandi Rodrigo, PE**

Title: **President**

Date: 6/30/2026

EXHIBIT "A"
SCOPE OF WORK, FEE SCHEDULE AND PROJECT SCHEDULE

INSERT PROPOSAL AND SCHEDULE

SCOPE OF SERVICES
CDBG-MIT Austin Bayou De-Snagging,
Brazoria County Precinct 1 and 2,
Brazoria County, Texas

Introduction:

Brazoria County, Texas (County) requested that GC Engineering, Inc. (GCE) provide professional engineering services for the design and construction services for Austin Bayou De-Snagging CDBG-MIT Project, located in Brazoria County, Texas. Project area is located within three (3) Brazoria County Drainage Districts as follows:

1. Brazoria County Drainage District No. 5 (Iowa Colony) (BCDD5) (approx. 2.3 miles of Austin Bayou),
2. Angleton Drainage District No. 1 (ADD1) (approx. 4.6 miles of Austin Bayou), and
3. Brazoria County Drainage District No. 8 (Danbury) (BCDD8) (approx. 9 miles of Austin Bayou).

Project location is shown in **Figure 1** and **Figure 2.**

Project Description:

The channels and overbanks of Austin Bayou generally consist of heavy growth with shrubs and trees. During storm and extreme weather conditions, this vegetative growth cause immense amounts of debris fall into the Bayou resulting in impeded flows and blocking the natural flow within the Bayou. The vegetative growth and debris have also resulted in rise of water surface elevations and increased water retention during rain events causing flooding within the watershed.

The intent of the proposed project is to improve drainage by removing these obstructions by "de-snagging" of Austin Bayou, for an approximately length of 83,740 linear feet (~15.9 miles). County intends to remove the debris from above the normal high-water line in the Bayou. The project will also include cutting trees within the stream banks, leaving the root bulb alone, hauling the cut trees, and mulching on Bayou banks.

The goal of the project is to prepare plans, specifications, and the contract documents to remove undesired growth and debris within the stream banks and to monitor de-snagging operations to reasonably restore/improve the flow of Bayou in order to reduce flooding and impacts to neighboring communities.

Proposed Work:

GCE attended a meeting with the County and three Drainage Districts on April 16, 2026 to discuss the proposed project scope. The specific project features relating to proposed future improvements were discussed during this meeting.

Discussions included the following:

- The majority of the project area can be accessed through barge along Austin Bayou from Bastrop to Flores Bayou. There are few roadways/ramps for barge access.
- The rest of the area needs to be accessed on ground.
- Ground access will also be required for hauling and disposal of debris.
- The tree branches and other debris that can be mulched can be spread over outside of the stream banks.
- Coordination with landowners will be required for access and for leaving some trees of significance.

The project design shall be performed in compliance with County requirements.

BASIC SERVICES

The project consists of "de-snagging" of Austin Bayou within the project limits (**Figure 1**). Proposed improvements are summarized below:

a) Cutting trees at the bottom and leaving the root bulb as it is.
b) Removing, hauling the cut trees, and off-site disposal, and
c) Mulching tree branches and shrubs and spreading outside of the stream banks.

Following are the anticipated basic phase services for the proposed project:

A. Phase 1 – Preliminary Design

Preliminary Design Phase tasks are as follows:

1. Coordination and Data Collection

GCE shall obtain available information for the project area including:

- Available mapping for the project area including property boundaries,
- Product pipeline information as revealed from Railroad Commission of Texas (RRC) website, and
- Available latest aerial mapping.

GCE shall conduct a site reconnaissance to inventory the existing conditions including the following:

- Assessment of the nature and extent of plant growth and the extent of debris accumulation,
- Ground access for de-snagging equipment and hauling trucks.
- Potential constraints such as low clearance bridge crossings, need for tree clearing to access the project area, fences, and other potential obstructions.

2. Utility Coordination

GCE shall identify pipeline crossings along Austin Bayou based on the RRC website. GCE's work shall include the following:

- Show existing pipelines on the Project Layout (aerial base) based on the RRC website information.
- Provide the Project Layout to pipeline companies. It is assumed that no pipeline relocation/removal is required for the proposed work.

3. Conceptual and Final Project Layout

Conceptual Layout

GCE shall prepare Conceptual Project Layout on aerial base. The conceptual plan shall include:

a) The area to be de-snagged.
b) Existing roadways, boat ramps, and other potential access points within the project area.
c) Potential access points for barges and clearing and hauling equipment.
d) Typical details and limits of de-snagging.
e) Known pipeline utilities as revealed from the RRC website.

In addition, GCE shall propose a methodology for estimating the proposed de-snagging quantities and provide estimated quantities at the conceptual level. GCE shall submit the Conceptual Layout to be reviewed and approved by the County prior to GCE proceeding with the Final Layout.

Final Layout

GCE shall adjust the Conceptual Layout to incorporate County review feedback and prepare Final Layout.

B. Phase II—Final Design

Upon approval of the Final Project Layout by County, GCE shall proceed to the Design Phase services. Work shall include the following:

1. PS&E Preparation/Deliverables

GCE shall prepare final plans, details, specifications, and cost estimate in accordance with the County's requirements. This shall include:

a) Prepare and Submit 60% Plans

Work shall include the following:

1) 60% design plans,
2) Table of Contents and List of Specifications, and
3) 60% Engineers Opinion of Construction Cost.

GCE shall submit drawings in electronic format for the County's review and comments. GCE shall attend 60% submittal discussion meeting with the County. GCE shall also prepare meeting minutes capturing discussion/agreements from 60% submittal meeting.

b) Prepare and Submit Final (100%) Plans

GCE shall address the County's 60% Plan comments and prepare and submit 100% plans. 100% Submittal shall consist of the following:

1) Responses to 60% Submittal Comments (PDF),
2) Table of Contents and List of Specifications.
3) Final Engineers Opinion of Probable Construction Cost.
4) Final plans for the County's signature.
5) Prepare bid sets for distribution via the County's e-bid system.

Final plans, details, specifications and cost estimate in accordance with the County requirements.

2. Project Management

GCE shall attend monthly progress meetings with the County during the design phase. GCE shall also coordinate with the grant administrator, environmental consultants, the stakeholders including Drainage Districts, and Pipeline Companies (if required), and attend meetings as required.

3. Bid Phase Services

Work shall include the following:

a) Provide Notice to Bidders (NTB) and list of bid items to the County in an electronic form appropriate for the e-bid system format. County is responsible for advertising.
b) Assist County in conducting pre-bid meeting and attend Bid Opening
c) Respond in writing to questions from bidders and prepare addenda, and coordinate with the County as necessary.
d) Prepare Engineer's Recommendation of Award Letter that includes the following required content:
    i. Check for math errors and reconcile any mathematical discrepancies.

ii. Review for unbalanced bid items.
iii. Certified Bid Tabulation including Engineer's estimate.
iv. Review of contractor's financial standing and references provided.
v. Explanation of discrepancies between the Engineer's estimate and bids.
vi. Recommendation to award.

e) Assist the County in preparing the contract documents for the selected contractor.

C. Phase III - Construction Phase Services

GCE work shall include the following:

1. Construction Administration

a) Attend pre-construction meeting to provide information & answer questions.
b) Attend monthly progress meetings.
c) Review & comment on Construction's submittals, RFIs, RFPs, and change orders.
d) Review monthly pay applications.
e) Coordinate and review progress of work for Substantial Completion with production of a punch list.
f) Issue letter to the County recommending acceptance & release of final payment.
g) Provide As-Built plans.
h) Assist the County in Contract close-out.

2. De-snagging Monitoring, Construction Documentation and Reporting

GCE shall provide personnel for monitoring the de-snagging operation and document the work performed and the monitoring to ensure that the work performed is consistent with the project. During construction, if there are any deviations from the project plans, GCE shall notify the County immediately. GCE shall also prepare post construction Plans, Drawings & Specifications and submit them to the County which will clearly indicate those deviations.

GCE shall provide the County the oversight to ensure compliance with aspects of the applicable grant requirements. GCE shall prepare daily inspection reports. A 5-Day Report (one week) shall be prepared each week and submitted to the County; deviations to scope of work, costs, or schedule shall be noted in the 5-Day Report. A Final Report shall be prepared at the conclusion of the project and submitted to the County within the time period prescribed by the contract. GCE shall attend periodic meetings as requested by the County.

D. Optional Additional Services

GCE will provide additional services on an as-needed basis upon authorization by the County. These services may include:

1. Right-of-Entry (ROE)

GCE shall assist the County on getting ROE to access debris removal areas through private properties.

Project Cost

GCE shall provide the work entailed in this proposed scope of services at an estimated Lump Sum cost of **$360,000.00**. The summary of costs is provided in **Table 1**.

Direct labor: Direct labor will be charged at the following rates:

DIRECT LABOR SCHEDULE	
CLASSIFICATION	**BILLING RATE**
Principal	$300.00
Project Manager	$275.00
Project Engineer	$220.00
Senior Engineer	$180.00
Civil Engineer	$120.00
CADD Manager	$160.00
CAD/GIS Technician	$140.00
De-snagging Monitor	$80.00
Senior Resident Engineer	$140.00
Construction Inspector/monitor	$80.00
Clerical	$55.00

The individual salaries will be adjusted annually.

Direct Expenses: Direct Expenses will be charged at cost.

Project Schedule

A project schedule including the milestones shall be determined based on the discussions with the County.

Assumptions

The proposal presented is based on the following assumptions:

1. The project shall not require environmental studies or permitting.
2. The project shall not require surveying services or geotechnical studies.
3. The project does not require acquisition of additional ROW, proposed work shall be performed within the existing ROW.
4. County will pay for permitting and review fees related to the project, directly to reviewing agencies, if any.
5. For the purpose of estimating the effort for construction monitoring in the proposal, it is assumed that 1,100 hours of monitoring of de-snagging work shall be adequate for the project.

Professional Engineering Services
CDBG-MIT Austin Bayou De-Snagging
Brazoria County Precinct 1 and 2
Brazoria County, Texas
Project Budget

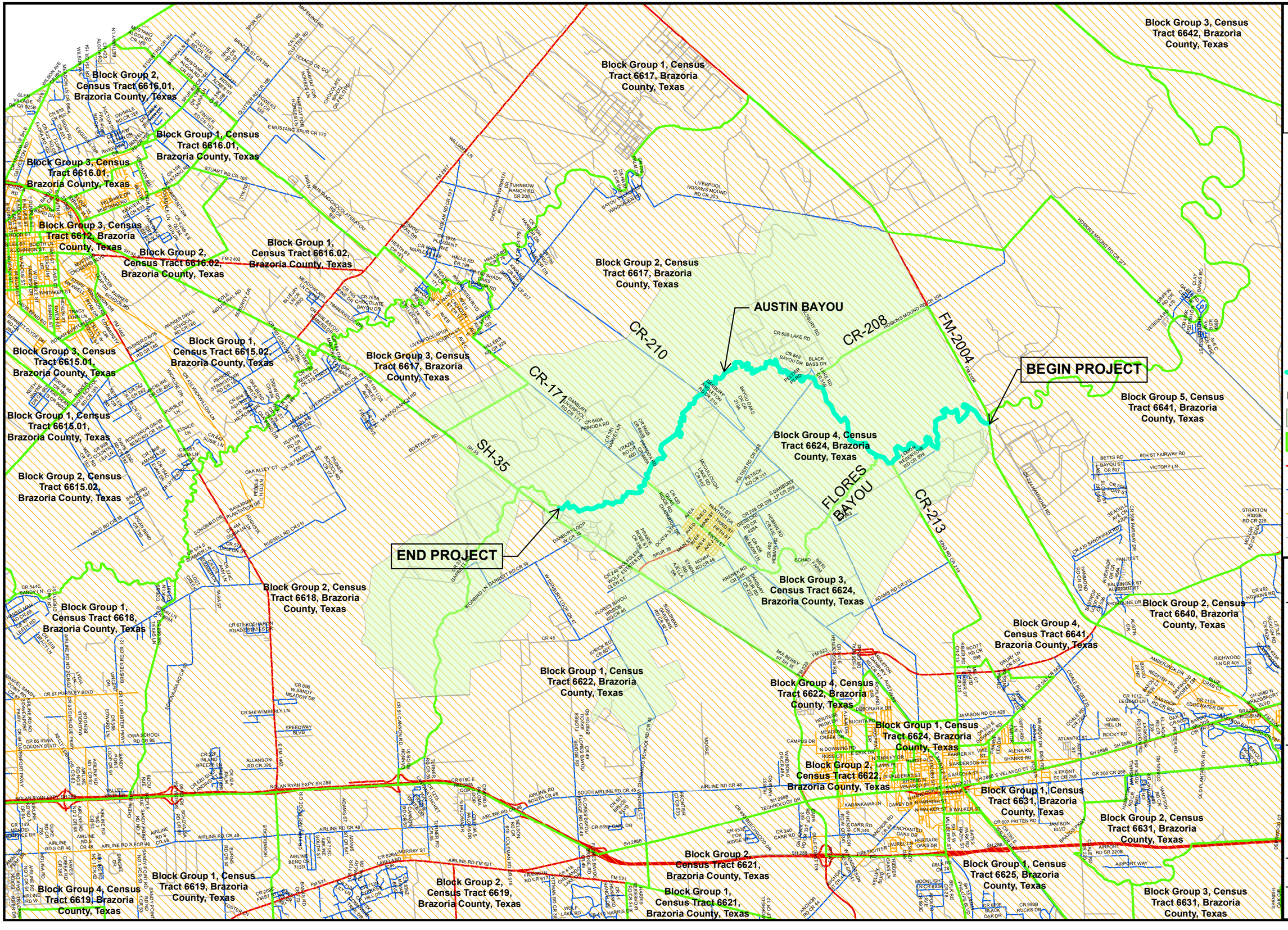
	Task Description	Principal	Project Manager	Civil Engineer	CAD/GIS Technician	Desnagging Monitor	Clerical	TOTAL MAN HRS	TOTAL DIRECT LABOR	Direct Expenses	Subs	TOTAL LABOR & EXPENSES
	Rate	**$300**	**$275**	**$120**	**$140**	**$80**	**$55**					
A.	**BASIC SERVICES** **PHASE 1 – PRELIMINARY DESIGN**											
	1. Coordination and Data Collection											
	Field Reconnaissance	2	16	16				34	$6,920.00			$6,920.00
	Data Collection	1	6	20			16	43	$5,230.00			$5,230.00
	Coordination and Data Collection Subtotal	**3**	**22**	**36**	**0**	**0**	**16**	**77**	**$12,150.00**	**$0.00**	**$0.00**	**$12,150.00**
	2. Utility Coordination											
	Coordination with Pipeline Companies and Prepare Project Layout	2	8	24	36			70	$10,720.00			$10,720.00
	Attend Utility Coordination Meeting	3	4					7	$2,000.00			$2,000.00
	Utility Coordination Subtotal	**5**	**12**	**24**	**36**	**0**	**0**	**77**	**$12,720.00**	**$0.00**	**$0.00**	**$12,720.00**
	3. Conceptual and Final Project Layout											
	Prepare Conceptual Project Layout	3	24	60	72		8	167	$25,220.00			$25,220.00
	Incorporate Conceptual Layout Comments/ prepare Final Project Layout	2	12	30	48			92	$14,220.00			$14,220.00
	Conceptual and Final Project Layout Subtotal	**5**	**36**	**90**	**120**	**0**	**8**	**259**	**$39,440.00**	**$0.00**	**$0.00**	**$39,440.00**
	Total for Phase 1 - Preliminary Design	**13**	**70**	**150**	**156**	**0**	**24**	**413**	**$64,310.00**	**$0.00**	**$0.00**	**$64,310.00**

Professional Engineering Services
CDBG-MIT Austin Bayou De-Snagging
Brazoria County Precinct 1 and 2
Brazoria County, Texas
Project Budget

	Task Description	Principal	Project Manager	Civil Engineer	CAD/GIS Technician	Desnagging Monitor	Clerical	TOTAL MAN HRS	TOTAL DIRECT LABOR	Direct Expenses	Subs	TOTAL LABOR & EXPENSES
	Rate	**$300**	**$275**	**$120**	**$140**	**$80**	**$55**					
B.	**PHASE II - FINAL DESIGN**											
	1. PS&E Preparation/Deliverables											
	60% PS&E Preparation	8	64	200	260		8	540	$80,840.00			$80,840.00
	Final PS&E Preparation	4	36	80	100		4	224	$34,920.00			$34,920.00
	Prepare Engineers Construction Cost Estimate (60% and Final)	2	16	48	40			106	$16,360.00			$16,360.00
	PS&E Preparation/Deliverable Subtotal	**14**	**116**	**328**	**400**	**0**	**12**	**870**	**$132,120.00**	**$0.00**	**$0.00**	**$132,120.00**
	2. Project Management											
	Attend Progress Meetings	2	16	24	20		4	66	$10,900.00			$10,900.00
	Project Coordination	4	8	32				44	$7,240.00			$7,240.00
	Project Management Subtotal	**6**	**24**	**56**	**20**	**0**	**4**	**110**	**$18,140.00**	**$0.00**	**$0.00**	**$18,140.00**
	3. Bid Phase Services											
	Provide Bid Phase Services	2	8	36	24		4	74	$10,700.00			$10,700.00
	Bid Phase Subtotal	**2**	**8**	**36**	**24**	**0**	**4**	**74**	**$10,700.00**	**$0.00**	**$0.00**	**$10,700.00**
	Total for Phase II—Final Design	**22**	**148**	**420**	**444**	**0**	**20**	**1,054**	**$160,960.00**	**$0.00**	**$0.00**	**$160,960.00**
C.	**PHASE III - CONSTRUCTION PHASE SERVICES**											
	1. Construction Administration											
	Attend Precon Meeting (incl. Prepare Minutes)	2	4	0	0	0	2	8	$1,810.00			$1,810.00
	Attend Construction Progress Meetings	2	8	16	0	0	0	26	$4,720.00			$4,720.00
	Routine Construction Site Visits	1	12	30	0	0	0	43	$7,200.00			$7,200.00
	Review and Respond to Submittals	1	8	12	12	0	4	37	$5,840.00			$5,840.00

Professional Engineering Services
CDBG-MIT Austin Bayou De-Snagging
Brazoria County Precinct 1 and 2
Brazoria County, Texas
Project Budget

Task Description	Principal	Project Manager	Civil Engineer	CAD/GIS Technician	Desnagging Monitor	Clerical	TOTAL MAN HRS	TOTAL DIRECT LABOR	Direct Expenses	Subs	TOTAL LABOR & EXPENSES
Rate	**$300**	**$275**	**$120**	**$140**	**$80**	**$55**					
Review and Respond to RFIs	1	4	10	0	0	0	15	$2,600.00			$2,600.00
Substantial Completion Walk-Thru	2	4	4	0	0	2	12	$2,290.00			$2,290.00
Final Construction Walk-Thru	2	4	0	0	0	2	8	$1,810.00			$1,810.00
As-Built Drawings	1	2	24	36		0	63	$8,770.00			$8,770.00
Construction Administration Subtotal	**12**	**46**	**96**	**48**	**0**	**10**	**212**	**$35,040.00**	**$0.00**	**$0.00**	**$35,040.00**
2. Desnagging Monitoring, Construction Documentation and Reporting											
Desnagging Monitoring/Construction Documentation and Reporting	4	6	12	16	1,100		1138	$94,530.00	$5,160.00		$99,690.00
Construction Inspection Subtotal	**4**	**6**	**12**	**16**	**1100**	**0**	**1138**	**$94,530.00**	**$5,160.00**	**$0.00**	**$99,690.00**
Total for Phase III - Construction Phase Services	**16**	**52**	**108**	**16**	**1100**	**10**	**1350**	**$129,570.00**	**$5,160.00**	**$0.00**	**$134,730.00**
MAN HOURS TOTAL	**51**	**270**	**678**	**616**	**1,100**	**54**	**2,817**				
TOTAL FOR THE PROJECT	**$15,300**	**$74,250**	**$81,360**	**$86,240**	**$88,000**	**$2,970**		**$354,840.00**	**$5,160.00**	**$0.00**	**$360,000.00**


Block Group 2, Census Tract 6616.01, Brazoria County, Texas
Block Group 1, Census Tract 6616.01, Brazoria County, Texas
Block Group 3, Census Tract 6616.01, Brazoria County, Texas
Block Group 3, Census Tract 6612, Brazoria County, Texas
Block Group 2, Census Tract 6616.02, Brazoria County, Texas
Block Group 1, Census Tract 6616.02, Brazoria County, Texas
Block Group 3, Census Tract 6615.01, Brazoria County, Texas
Block Group 1, Census Tract 6615.02, Brazoria County, Texas
Block Group 1, Census Tract 6615.01, Brazoria County, Texas
Block Group 2, Census Tract 6615.02, Brazoria County, Texas
Block Group 1, Census Tract 6618, Brazoria County, Texas
Block Group 2, Census Tract 6618, Brazoria County, Texas
Block Group 1, Census Tract 6619, Brazoria County, Texas
Block Group 4, Census Tract 6619, Brazoria County, Texas
Block Group 2, Census Tract 6619, Brazoria County, Texas
Block Group 1, Census Tract 6617, Brazoria County, Texas
Block Group 2, Census Tract 6617, Brazoria County, Texas
Block Group 3, Census Tract 6617, Brazoria County, Texas
Block Group 3, Census Tract 6642, Brazoria County, Texas
AUSTIN BAYOU
BEGIN PROJECT
END PROJECT
CR-210
CR-208
FM-2004
SH-35
FLORES BAYOU
CR-213
Block Group 4, Census Tract 6624, Brazoria County, Texas
Block Group 3, Census Tract 6624, Brazoria County, Texas
Block Group 1, Census Tract 6622, Brazoria County, Texas
Block Group 4, Census Tract 6622, Brazoria County, Texas
Block Group 2, Census Tract 6622, Brazoria County, Texas
Block Group 1, Census Tract 6624, Brazoria County, Texas
Block Group 2, Census Tract 6621, Brazoria County, Texas
Block Group 1, Census Tract 6621, Brazoria County, Texas
Block Group 5, Census Tract 6641, Brazoria County, Texas
Block Group 4, Census Tract 6641, Brazoria County, Texas
Block Group 2, Census Tract 6640, Brazoria County, Texas
Block Group 1, Census Tract 6631, Brazoria County, Texas
Block Group 2, Census Tract 6631, Brazoria County, Texas
Block Group 1, Census Tract 6625, Brazoria County, Texas
Block Group 3, Census Tract 6631, Brazoria County, Texas
N
E
S
W
0 2,200 4,400 8,800 13,200
Feet
Austin Bayou Project Location
Name
Austin Bayou
LMISD_BlockGroup
State Hwys
County Roads
City Street
Private Street
Brazoria County Engineering
STATE OF TEXAS
COUNTY OF BRAZORIA
Austin Bayou Desnagging
FIGURE - 1
83,740 LF
06/09/2026
310

Austin Bayou Project

END PROJECT

Iowa Colony Drainage Dist. 5

Iowa Colony Drainage Dist. 5

CR-381

DANBURY LIVERPOOL RD CR 171

CR-660

CR-660A

CR 660B CR 660B

DANBURY ANGLETON RD CR 210

SH 35

MAIN STREET

Brazoria County 0

SPUR 28

CR 530 QUAIL RIDGE RD

NOVAK RD CR 46

SIXTH ST

FIFTH ST

THIRD ST

AVE A

AVE E

AVE F

CR-602

AUSTIN BAYOU

CR-208 PETECK RD CR 211

BAYOU OAKS DR CR 210A

ANGLETON DANBURY RD CR 171

HEIMAN RD CR 402

JULIA RD CR-209

PELTIER RD CR 208

Danbury Drainage Dist. 8

SCHAD

CR-210

CR 559 LAKE RD

ALSBURY RD

FLORES BAYOU

BIERI FARM

CR 843 CR 843

HOSKINS MOUND RD CR 208

ADAMS RD CR 212

KING RD CR 213

Angleton Drainage Dist. 1

CR-599

FM 2004

BEGIN PROJECT

Length

12286.53433331

47423.20201549

24030.00509751

FIGURE - 2

06/09/2026

TABLE 1
Compensation for Professional Services
CDBG-MIT Austin Bayou De-Snagging
Brazoria County, Texas

A. PHASE 1 – PRELIMINARY DESIGN			**$64,310.00**
1. Coordination and Data Collection		$12,150.00	
2. Utility Coordination		$12,720.00	
3. Conceptual and Final Project Layout		$39,440.00	
B. PHASE II - FINAL DESIGN			**$160,960.00**
1. PS&E Preparation/Deliverables			
60% Plans	$80,840.00		
Final (100% Plans)	$34,920.00		
Cost Estimate (60% & Final)	$16,360.00		
		$132,120.00	
2. Project Management		$18,140.00	
3. Bid Phase Services		$10,700.00	
C. PHASE III - CONSTRUCTION PHASE SERVICES			**$134,730.00**
1. Construction Administration		$35,040.00	
2. Desnagging Monitoring, Construction Documentation and Reporting		$99,690.00	
TOTAL FOR THE PROJECT			**$360,000.00**

EXHIBIT "B"
INSURANCE REQUIREMENTS

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

2. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

3. Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

5. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2026

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

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

PRODUCER
Professional Liability Insurers Inc.
Higginbotham Insurance Agency, Inc.
6101 Moon Street NE Suite 1000
Albuquerque NM 87111

License#: 2081754

CONTACT NAME: Eloise Hughes
PHONE (A/C, No, Ext): 505-822-8114 **FAX (A/C, No):** 505-822-0341
E-MAIL ADDRESS: ehughes@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Valley Forge Insurance Company	20508
INSURER C : Travelers Casualty And Surety Company Of America	31194
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
GC Engineering Inc
2505 Park Avenue
Pearland TX 77581

GCENGIN-01

COVERAGES **CERTIFICATE NUMBER:** 1790125761 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			7038388094	5/19/2026	5/19/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			7038388094	5/19/2026	5/19/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			7038388130	5/19/2026	5/19/2027	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7038388113	5/19/2026	5/19/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			0105394051	1/10/2026	1/10/2027	Each Claim Aggregate	2,000,000 2,000,000

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

CERTIFICATE HOLDER

Brazoria County
451 N. Velasco, Suite 230
Angleton TX 77515

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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EXHIBIT "C"
COMPLIANCE WITH LAWS

The Consultant agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to transportation projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors comply with applicable laws:

i. The Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. §§ 12101 et seq.; 28 C.F.R. § 35; 29 C.F.R. § 1630);

ii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.) and United States Department of Transportation regulation, 49 C.F.R. Part 21;

iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601 et seq.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to acquisitions by the Borrower of easements or other real property rights for the relocated facilities;

iv. Equal employment opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 F.R. 12319), any Executive Order amending such order, and implementing regulations (29 C.F.R. §§ 1625-27, 1630; 28 C.F.R. § 35; 41 C.F.R. § 60; and 49 C.F.R. § 27);

v. Restrictions governing the use of Federal appropriated funds for lobbying (31 U.S.C. § 1352; 49 C.F.R. § 20);

vi. The Clean Air Act, as amended (42 U.S.C. §§ 1857 et seq., as amended by Pub. L. 91-604);

vii. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.);

viii. The Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq., as amended by Pub. L. 92-500);

ix. The Endangered Species Act, 16 U.S.C. § 1531, et seq.

x. 23 U.S.C. §138 [49 U.S.C. §303]

xi. The health and safety requirements set forth in 23 C.F.R. § 635.108;

xii. The prevailing wage requirements set forth in 42 U.S.C. § 276a, 23 U.S.C. § 113, as supplemented by 29 C.F.R. Part 5, 23 C.F.R. §§ 635.117(f), 635.118 and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements;

xiii. The Buy America requirements set forth in Section 165 of the Surface Transportation Assistance Act of 1982 and implementing regulations (23 C.F.R. § 635.410);

xiv. The requirements of 23 U.S.C. §§ 101 et seq. and 23 C.F.R.; and

xv. The applicable requirements of 49 C.F.R. Part 26 relating to the Disadvantaged Business Enterprise program.

AGREED TO AND ACKNOWLEDGED THIS 30th DAY OF June, 2026

GC Engineering, Inc.

a Texas company

By: _____

Name: Chandi Rodrigo, PE

Title: President

Date: 6/30/26

EXHIBIT "D"
CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at http://www.brazoria-county.com/purch/Index.asp.

NOT APPLICABLE

EXHIBIT "E"
CONFLICT OF INTEREST DISCLOSURE

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

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

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM.

Texas Local Government Code Chapter 176 can be found here:
http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

EXHIBIT "F"
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.19. **7/28/2026**

Engineering Services for the City of Danbury Sewer Systems Improvements Project

Approve the expenditure of $265,000.00 to IDS Engineering Group, Inc. to develop plans, specifications and estimates for the City of Danbury Sewer Systems Improvements Project.

Whereas, the attached scope of work identifies the services necessary to support the design process for the Project; and

Whereas, funds for this expenditure are available via the 2026 Road & Bridge Budget and are a part of the CDBG-MIT Contract in partnership with the General Land Office (GLO).

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.

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This Agreement for professional services ("Agreement") is made and entered into by and between **BRAZORIA COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as the "County" and IDS Engineering Group, Inc., a Texas Corporation, hereinafter referred to as "Consultant".

RECITALS

The County intends to oversee improvements to the City of Danbury's Sewer System through the City of Danbury Sewer System Improvements Project., hereinafter called the "Project"

The County desires that Consultant perform certain professional engineering and related services in connection with the Project; and

Consultant represents that it is qualified and desires to perform such services.

In consideration of the mutual covenants, agreements and benefits to the Parties hereto, it is agreed as follows:

TERMS

Article 1
Scope of Agreement

1.01 The Consultant agrees to perform professional engineering services as set forth in the Exhibits attached hereto and incorporated herein.

Article 2
Character and Extent of Services

2.01 The Consultant shall perform its obligations under this Contract in accordance with the Scope of Work within the Consultant's proposal attached hereto as **Exhibit "A."** County and Consultant may agree to amend this contract. All amendments to this contract will be added as **"Exhibit F-*"** (F-1, F-2, etc.).

2.02 The Consultant and County agree and acknowledge that the County is entering into this Contract in reliance on the Consultant's competence and qualifications, as those were presented to County by Consultant with respect to professional services. The Consultant, in consideration for the compensation set forth expressly herein, shall at all times utilize its skill and attention to fully, timely, and properly render professional services for the development of the Project to final

completion as set out in, or reasonably inferred from, the Scope of Work. This shall be done in a manner utilizing the degree of care ordinarily used by Consultants performing similar services on projects of a similar nature and scope within the State of Texas.

2.03 The Consultant shall be represented by a professional engineer, who has been assigned by Consultant to manage the Project, licensed to practice in the State of Texas, at meetings of any official nature concerning the Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, pre-construction meetings and construction meetings with County and staff and/or its contractors, unless otherwise set forth in the Scope of Work or approved in writing by the County.

2.04 Work, labor, services, and materials to be furnished by Consultant shall fully comply with applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work. In the event of any change in the applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work for the Project, which occur after the Effective Date of the Contract, and which Consultant was not and should not reasonably have been aware of, which require changes to the Work that has already been completed by the Consultant, or require work outside the Scope of Work, then the Consultant and the County shall attempt to agree in writing on the required modifications to the Scope of Work and an equitable fee and time adjustment resulting from such additional Scope of Work. Conflicts between any applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work shall be brought to the attention of the County by Consultant.

2.05 Consultant shall comply with all Federal laws, including but not limited to, the specific laws identified and attached hereto as **Exhibit "C"** and incorporated herein and made part of this contract. The Consultant shall require and ensure that its contractors and subcontractors comply with all applicable laws.

2.06 All work provided under this Agreement shall conform to and be in the format required by Federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, the Federal Highways Administration, the Federal Emergency Management Agency, the Environmental Protection Agency, the Texas Commission on Environmental Quality, and the Texas Department of Transportation as applicable to the project. Other Federal and local funding sources may impose additional and/or differing requirements. The project may utilize funding from the following: grants, ad valorem taxes; general obligation bonds, which all requirements for this contract must adhere to the requirements.

2.07 Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

Article 3
Time for Performance

3.01 The Consultant shall complete the services called for in this Agreement as set forth in schedule specified in **Exhibit "A"** or as further modified in **Exhibit "F-*."** Consultant understands that time is of the essence to complete the services by the scheduled deadlines.

Article 4
Consultant Compensation

4.01 For and in consideration of the services rendered by the Consultant under Article 2, the County shall pay to the Consultant in accordance with its Fee Schedule in **Exhibit "A"** or as further modified in **Exhibit "F-*."**

Article 5
Time of Payment

5.01 Monthly payments shall be made based upon that portion of the work which has been completed. Consultant shall provide, no later than the last day of each calendar month a sworn statement to the County Engineer, setting forth the percentage of the services provided which were completed during such calendar month, the compensation due, Consultant's hourly rates, if applicable, subcontractor invoices and the respective backup documentation, and any other documentation required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Consultant certifying that the work was performed, it was authorized by the County Engineer and that all information contained in the invoice being submitted is true and correct.

5.02 Consultant agrees to maintain, for a period of five (5) years, detailed time records identifying each person performing the services, the date or dates that the services were performed, the applicable hourly rates, the total amount billed for each person and the total amount billed for all persons, and shall provide such other details as may be requested by the County Auditor for verification purposes. The Consultant shall retain its records and shall keep same available for inspection during regular business hours by County officials.

5.03 The Consultant's statement becomes due and payable within thirty (30) days after receipt and approval by County. The approval or payment shall not be considered to be evidence of performance by the Consultant to the point indicated by such statement or of receipt or acceptance by the County of the work covered by such statement.

Article 6
Compliance Standards

6.01 The Consultant agrees to perform the work hereunder in accordance with County's road and bridge specifications or Texas Department of Transportation road and bridge specifications, Brazoria County Drainage Criteria Manual and other generally accepted standards applicable

thereto, and shall use that degree of care and skill commensurate with the Consultants profession to comply with all applicable state, Federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and Consultant's performance.

Article 7
Procurement, Suspension and Debarment

7.01 The Consultant certifies by execution of this Agreement or Contract that it is not ineligible for such participation in Federal or state assistance programs. The Consultant further agrees to include this certification in all Agreements or Contracts between itself and any subcontractor in connection with the services performed under this Agreement or Contract. The Consultant also certifies that it will notify the County in writing if it is not in compliance with Federal or State assistance programs at any time during the term of this Agreement or Contract. The Consultant agrees to refund Brazoria County for any payments made to the Consultant that would have been properly payable or reimbursable from Federal or state funds but for the fact that such payment failed to comply with Federal or state assistance programs.

Article 8
Ownership of Documents, Copyright

8.01 The County shall be the absolute and unqualified owner of all drawings, preliminary layouts, electronic documents and drawings, record drawings, sketches, reports, and other documents completed or partially completed, mylar reproducibles, preliminary layouts, created, produced, developed, or prepared, pursuant to this Agreement, by the Consultant or its approved outside advisory or support consultants (collectively the "Documents") with the same force and effect as if the County prepared same.

8.02 Consultant shall deliver all Documents to County within thirty (30) days of the termination or upon completion of this Agreement, whichever occurs first.

8.03 The Consultant may retain one (1) set of reproducible copies of such documents and such copies shall be for the Consultant's sole use in preparation of studies or reports for Brazoria County only. The Consultant is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

8.04 County shall be the owner of all intellectual property rights of the services rendered hereunder including all rights of copyright therein.

Article 9
Public Contact

9.01 Contact with the news media, citizens of Brazoria County, the State of Texas or other governmental agencies shall be the responsibility of the County. Under no circumstances shall the Consultant release any material or information developed in the performance of its services hereunder without the express prior written permission of the County.

Article 10
Consultant's Insurance Requirements

10.01 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (except Professional Liability which is on a Claims Made policy) from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "B."**

10.02 County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.03 If required coverage is written on a claims-made basis, Consultant represents that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article 11
Indemnification

11.01 THE CONSULTANT SHALL INDEMNIFY THE COUNTY FROM AND AGAINST CLAIMS AND LIABILITY, PERFORMED UNDER THIS CONTRACT WHICH RESULT FROM NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL IN PROPORTION OF CONSULTANT'S LIABILITY BE RESPONSIBLE TO REIMBURSE THE COUNTY FOR REASONABLE EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE CONSULTANT, ITS AGENTS, OR EMPLOYEES.

11.02 CONSULTANTS DUTY TO INDEMNIFY COUNTY SHALL AS DESCRIBED ABOVE BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

Article 12
Dispute Resolution

12.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Consultant agree to submit the dispute to mediation.

12.02 All expenses associated with mediation shall be shared fifty (50) percent by each party.

12.03 The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law in equity under any applicable statutes of limitation.

Article 13
Termination

13.01 The County may terminate this Agreement at any time by notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, electronic data files, drawings and specifications of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

Article 14
Notice

14.01 Any notice permitted or required to be given to the County hereunder may be given by hand-delivery or certified United States mail, postage prepaid, return receipt requested addressed to:

County:	**Consultant:**
Brazoria County Engineer	IDS Engineering Group, Inc.
451 N. Velasco, Suite 230	13430 Northwest Freeway, Suite 700
Angleton, Texas 77515	Houston, Texas 77040
ATTN: Matthew Hanks, JD, PE	ATTN: Marcel Khouw, P.E.
Email: matth@brazoria-county.com	Email: mkhouw@ideg.com
Phone: 979-864-1265	Phone: 713-462-3178

14.02 Such notice shall be deemed given upon receipt of hand-delivery or, if mailed, three days after the date of deposit of the notice in the United States mail as aforesaid.

Article 15
Successors and Assigns

15.01 Neither the County nor the Consultant shall assign, sublet, or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

Article 16
Applicable Law

16.01 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Brazoria County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

Article 17
Modifications

17.01 This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

Article 18
Authority of County Engineer

18.01 The County Engineer shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Consultant. His decision shall be final. It is mutually agreed by both parties that the County Engineer shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Engineer in such shall be final and binding alike on both parties hereto. But, nothing contained in this Article shall be construed to authorize the County Engineer to alter, vary or amend any of the terms or provisions of this Agreement.

Article 19
Severability

19.01 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Article 20
Merger

20.01 The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

Article 21
Boycott Verification

21.01 This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose

2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   (B) does business with a company described by Paragraph (A).

3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
   (A) means, with respect to the entity or association, to:
      (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be

paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:

(A) does not boycott Israel currently;
(B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
(C) does not boycott energy companies currently;
(D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
(E) does not discriminate against a firearm entity of firearm trade association currently; and
(F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

21.02 All requirements of Subtitle A, Title 8 Government Code Chapter 808, apply to this contract and the Consultant, by signing below, hereby verifies its understanding of the exemptions contained therein.

21.03 Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of this subchapter.

Article 22
Attachments

22.01 The following attachments are a part of this Agreement:

Exhibit A	Scope of Work, Fee Schedule and Project Schedule
Exhibit B	County's minimum insurance requirements
Exhibit C	Compliance with Laws
Exhibit D	Certificate of Interested Parties
Exhibit E	Conflict of Interest Disclosure
Exhibit F	Contract Amendments (As Needed)

Article 22
Execution

23.01 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.

Brazoria County, Texas	**IDS Engineering Group, Inc.**
	a Texas company
By: _____	**By:** _____
L.M. (Matt) Sebesta, Jr	**Name: Marcel Khouw, P.E.**
County Judge	**Title: Director**
Date: _____	**Date:** 7/13/2026

EXHIBIT "A"
SCOPE OF WORK, FEE SCHEDULE AND PROJECT SCHEDULE

INSERT PROPOSAL AND SCHEDULE

IDS Engineering Group

July 13, 2026

Mr. Wael Tabara, PE, CFM
Assistant County Engineer
Brazoria County Engineering
Courthouse West Annex
451 N. Velasco, Suite 250
Angleton, Texas 77515

Reference: Proposal to Provide Professional Engineering Services
CDBG-MIT Danbury Sewer System Improvements
IDS Project No. 1658-008-01

Dear Mr. Tabara:

IDS Engineering Group, Inc. (IDS) is pleased to present this proposal to provide engineering design services and construction phase services for the Brazoria County (County), CDBG-MIT Danbury Sewer System Improvements project. Based on information from the City of Danbury (City), IDS understands that the County has awarded a CDBG-MIT grant to the City for this project. The grant budget for construction and engineering is $2,925,908. The scope of the project includes:

1. Addressing I & I in the Sanitary Sewer System
    - Sanitary Sewer Pipe Bursting (size on size);
    - Manhole Rehabiliation;
    - Point Repairs;
    - Service Reconnections
    - Site Restoration/Pavement Repair
2. Wastewater Treatment Plant (WWTP) Improvements
    - Grit Removal System/Headworks Improvments
    - Limited Clarifier Rehabiliation
    - Sludge Return Pumps/Controls Limited Electrical Improvements
    - Scum and Sludge Return Pump Replacement
    - Limited Electrical Service Upgrades
    - Replacement of Pumps #2 and #3 at Lift Station 10
3. Lift Station Rehabiliation
    - Two lift station rehabilitation

The updated preliminary construction cost estimate for the sanitary sewer system improvements is approximately $2,650,175 including a 15% contingency (see attached project budget summary).

Our proposed Scope of Services includes the following:

Design Phase:

1. Perform general project management, QA/QC, coordination with stakeholders (City, County, CDBG grant administrator), coordination with subconsultants, attend progress and design review meetings and prepare meeting minutes.

2. Final Design
    a. Construction Plans will utilize existing record drawings and survey from the City of Danbury. No additional topographic survey is anticipated for the project.
    b. Prepare construction plans and technical specifications including civil, process mechanical, structural, and electrical design for submittal at 60%, 90% and 100%.
    c. Coordinate for approvals and permits with necessary agencies including the Brazoria County, the City of Danbury and the TCEQ.
    d. Prepare bid documents including contracts, front-end documents and technical specifications in accordance with City and County standards.
    e. Provide an opinion of probable cost and estimated construction duration with the 60%, 90% and final submittals.

Bid Phase:

3. Work with the County in distribution of bid documents to prospective bidders, including listing the project on Bonfire.
4. Conduct a pre-bid meeting and prepare any required contract addenda.
5. Tabulate bids and make recommendations for project award.

Construction Phase Services:

6. Provide engineering support during construction including construction contract administration, review of RFIs and submittals, review of contractor pay estimates, coordination of laboratory material testing, preparation of change orders, coordination of agency inspections and communications between the owner and the contractor.
7. Attend monthly site visits and provide report of field observations. Attend substantial completion walk-through and provide punch list documentation. Attend final inspection to confirm punch list items were addressed.
8. Provide the services of a construction observer for part-time on-site observation of the project construction.
9. Provide construction closeout support including final close out documentation and preparation of record drawings.

Services and Items Not Included

- Construction Materials Testing
- Platting
- Geotechnical Investigation
- Environmental Investigation
- Payment of Permit Fees

Schedule and Fees

The engineering fees are limited to 15% of the estimated construction cost. We propose the following engineering fees for the project, which is approximately 10% of the estimated construction cost.

(1-5)	Project Management, Design and Bid Phase:	$ 185,500.00 Lump Sum
(6-7)	Construction Phase:	$ 79,500.00 Lump Sum
Total Engineering Services		$ 265,000.00

Schedule:

We anticipate submitting 100% plans and specifications within 6 months of notice to proceed.

We appreciate the opportunity to present this proposal to the City. If you need additional information in support of this proposal, please do not hesitate to call me or John Hale at 713-462-3178.

Sincerely,

Marcel Khouw, P.E.
Director

John Hale, P.E.
Senior Project Manager

Attachments
Project Budget Summary

\\idseg\fs\Projects\1600\165800800 Danbury CDBG Sewer and Water Project\PM\010 Proposal\Sewer System Improvements\Brazoria Cty - Danbury Sewer_proposal.docx

IDS Engineering Group

Brazoria County - City of Danbury Water and Sanitary Sewer System Improvements
Updated Conceptual Project Cost Estimate

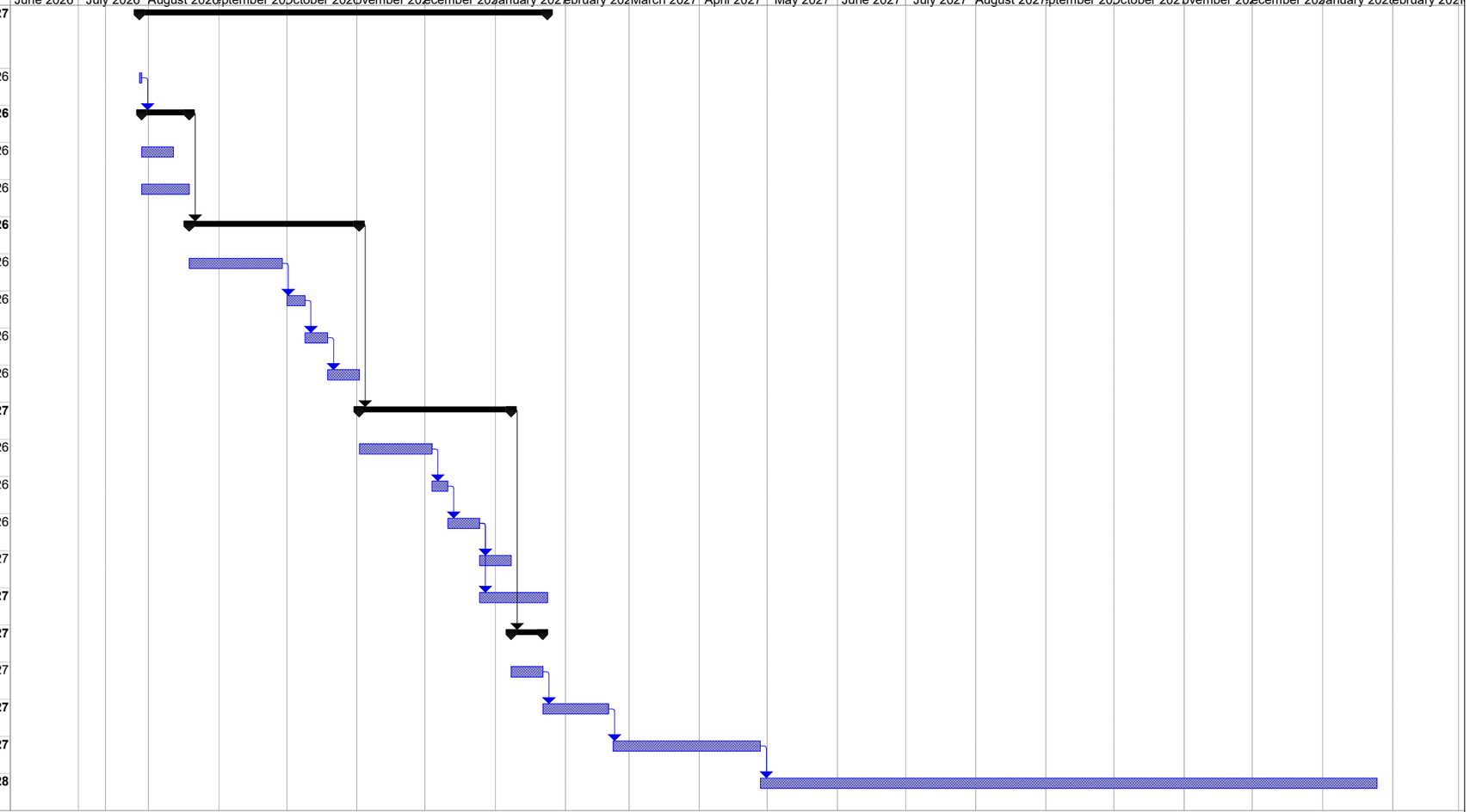
Priority	Description	Quantity	Unit	Cost/Unit*	Total Cost*
	Sewer System Improvements				
1	**Address I&I in Sanitary Sewer System**				
	Sanitary Sewer Pipe Bursting (Size on Size)	20000	LF	$ 50.00	$ 1,000,000.00
	Manhole Rehabilitation	40	EA	$ 2,100.00	$ 84,000.00
	Point Repairs	10	EA	$ 2,700.00	$ 27,000.00
	Service Reconnections (including taps & service line)	300	EA	$ 1,000.00	$ 300,000.00
	Pavement Repair	750	SY	$ 150.00	$ 112,500.00
	Subtotal Address I&I				$ 1,523,500.00
	15% Contingency				$ 228,525.00
	Subtotal Address I&I w/Contingency				**$ 1,752,025.00**
2	**WWTP Improvements**				
	Grit Removal/Headworks Improvements (Addressing Rag Collections)	1	LS	$ 180,000.00	$ 180,000.00
	Clarifier Limited Rehabilitation (Point Repairs/Cleaning)	1	LS	$ 35,000.00	$ 35,000.00
	Sludge Return Pumps/Controls Electrical Improvements	1	LS	$ 44,000.00	$ 44,000.00
	Scum and Sludge Return Pump Replacement - Including Piping and Appurtenances	1	LS	$ 70,000.00	$ 70,000.00
	Electrical Service Upgrades	1	LS	$ 120,000.00	$ 120,000.00
	Replacement of Pump #2 and #3 at LS 10	1	LS	$ 40,000.00	$ 40,000.00
	Subtotal WWTP Improvements				$ 489,000.00
	15% Contingency				$ 73,350.00
	Subtotal WWTP Improvements w/Contingency				**$ 562,350.00**
3	**Lift Station Rehabilitations (7 Lift Stations)**				
	LS 4, and 8 Full Mechanical, Electrical, and Controls Rehabilitation	2	EA	$ 146,000.00	$ 292,000.00
	Subtotal Lift Station Rehabilitation				$ 292,000.00
	15% Contingency				$ 43,800.00
	Subtotal Lift Station Rehabilitation w/Contingency				**$ 335,800.00**
	Subtotal Sewer System Improvements				**$ 2,650,175.00**
	Engineering Design Budget				**$ 185,500.00**
	Engineering Construction Budget				**$ 79,500.00**
	Subtotal Engineering				**$ 265,000.00**
	% Engineering				**10.00%**
	Total Project				**$ 2,915,175.00**
	CDBG-MIT Budget				
	CDBG Sewer System Improvements Construction Budget				$ 2,726,000.00
	CDBG Sewer System Improvements Engineering Budget				$ 199,908.00
	Total CDBG Construction & Engineering Budget				**$ 2,925,908.00**

Note:

* Cost estimates were prepared on the basis of experience and judgment utilizing historical bid costs for similar work if available. Actual bids and ultimate construction costs may vary based on market conditions, inflation, and unforeseen field conditions. The final determination of construction cost is made through the bidding process with contractor(s).

Brazoria County
CDBG-MIT Danbury Sewer System Improvements
Estimated Project Schedule

ID	Task Name	Duration	Start	Finish
1	**Brazoria County - CDBG-MIT Danbury Sewer System Improvements Design Schedule**	**180 days**	**Tue 7/28/26**	**Sat 1/23/27**
2	**Project NTP**	1 day	Tue 7/28/26	Tue 7/28/26
3	**30% Design**	**21 days**	**Wed 7/29/26**	**Tue 8/18/26**
4	Private Utility Coordination	14 days	Wed 7/29/26	Tue 8/11/26
5	Records Collection and Review	21 days	Wed 7/29/26	Tue 8/18/26
6	**60% Design**	**75 days**	**Wed 8/19/26**	**Sun 11/1/26**
7	60% Plans & Specifications	41 days	Wed 8/19/26	Mon 9/28/26
8	60% Opinion of Probable Construction Cos	8 days	Thu 10/1/26	Thu 10/8/26
9	IDS Internal QA/QC	10 days	Fri 10/9/26	Sun 10/18/26
10	60% Submittal and Review Meeting	14 days	Mon 10/19/26	Sun 11/1/26
11	**90% Design**	**67 days**	**Mon 11/2/26**	**Thu 1/7/27**
12	90% Design Plans & Specifications	32 days	Mon 11/2/26	Thu 12/3/26
13	90% Opinion of Probable Construction Cos	7 days	Fri 12/4/26	Thu 12/10/26
14	IDS Internal QA/QC	14 days	Fri 12/11/26	Thu 12/24/26
15	90% Submittal and Review Meeting	14 days	Fri 12/25/26	Thu 1/7/27
16	**Agency Submittal and Approval**	**30 days**	**Fri 12/25/26**	**Sat 1/23/27**
17	**100% Design**	**14 days**	**Fri 1/8/27**	**Thu 1/21/27**
18	Final Design Plans and Project Manual	14 days	Fri 1/8/27	Thu 1/21/27
19	**Project Advertisement & Bid**	**29 days**	**Fri 1/22/27**	**Fri 2/19/27**
20	**Project Award**	**65 days**	**Mon 2/22/27**	**Tue 4/27/27**
21	**Construction**	**272 days**	**Wed 4/28/27**	**Mon 1/24/28**



Project: Design Schedule
Date: Mon 7/13/26

Task	Project Summary	Inactive Task	Duration-only	Finish-only
Split	External Tasks	Inactive Milestone	Manual Summary Rollup	Progress
Milestone	External Milestone	Inactive Summary	Manual Summary	Deadline
Summary	Inactive Task	Manual Task	Start-only	

EXHIBIT "B"
INSURANCE REQUIREMENTS

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

2. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

3. Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

5. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

EXHIBIT "C"
COMPLIANCE WITH LAWS

The Consultant agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to transportation projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors comply with applicable laws:

i. The Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. §§ 12101 et seq.; 28 C.F.R. § 35; 29 C.F.R. § 1630);

ii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.) and United States Department of Transportation regulation, 49 C.F.R. Part 21;

iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601 et seq.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to acquisitions by the Borrower of easements or other real property rights for the relocated facilities;

iv. Equal employment opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 F.R. 12319), any Executive Order amending such order, and implementing regulations (29 C.F.R. §§ 1625-27, 1630; 28 C.F.R. § 35; 41 C.F.R. § 60; and 49 C.F.R. § 27);

v. Restrictions governing the use of Federal appropriated funds for lobbying (31 U.S.C. § 1352; 49 C.F.R. § 20);

vi. The Clean Air Act, as amended (42 U.S.C. §§ 1857 et seq., as amended by Pub. L. 91-604);

vii. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.);

viii. The Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq., as amended by Pub. L. 92-500);

ix. The Endangered Species Act, 16 U.S.C. § 1531, et seq.

x. 23 U.S.C. §138 [49 U.S.C. §303]

xi. The health and safety requirements set forth in 23 C.F.R. § 635.108;

xii. The prevailing wage requirements set forth in 42 U.S.C. § 276a, 23 U.S.C. § 113, as supplemented by 29 C.F.R. Part 5, 23 C.F.R. §§ 635.117(f), 635.118 and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements;

xiii. The Buy America requirements set forth in Section 165 of the Surface Transportation Assistance Act of 1982 and implementing regulations (23 C.F.R. § 635.410);

xiv. The requirements of 23 U.S.C. §§ 101 et seq. and 23 C.F.R.; and

xv. The applicable requirements of 49 C.F.R. Part 26 relating to the Disadvantaged Business Enterprise program.

AGREED TO AND ACKNOWLEDGED THIS 13 **DAY OF** July **, 20** 26

IDS Engineering Group, Inc.

a Texas company

By: _____

Name: Marcel Khouw, P.E.

Title: Director

Date: 7/13/2026

EXHIBIT "D"
CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at http://www.brazoria-county.com/purch/Index.asp.

NOT APPLICABLE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1487931

Date Filed:
07/13/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
IDS Engineering Group, Inc.
Houston, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Sewer System Improvements
City of Danbury Sewer System Improvements IDS Jon No 1658-0008-01

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Buscha, Timothy	Houston, TX United States	X	
Abram, Chad	Houston, TX United States	X	
Johnson, Eric	Houston, TX United States	X	
Hajduk, Jason	Houston, TX United States	X	
Carpenter, Matthew	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Timothy E. Buscha, and my date of birth is 10/24/1966.

My address is 13430 Northwest Freeway, Suite 700, Houston (city), TX (state), 77040 (zip code), USA (country).

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

Executed in Harris County, State of TX, on the 13th day of July (month), 20 26 (year).

Timothy E. Buscha
Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT "E"
CONFLICT OF INTEREST DISCLOSURE

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

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

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM.

Texas Local Government Code Chapter 176 can be found here:
http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

EXHIBIT "F"
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.20. **7/28/2026**

Engineering Services for the City of Danbury Water Systems Improvements Project

Approve the expenditure of $254,000.00 to IDS Engineering Group, Inc. to develop plans, specifications and estimates for the City of Danbury Water Systems Improvements Project.

Whereas, the attached scope of work identifies the services necessary to support the design process for the Project; and

Whereas, funds for this expenditure are available via the 2026 Road & Bridge Budget and are a part of the CDBG-MIT Contract in partnership with the General Land Office (GLO).

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.

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This Agreement for professional services ("Agreement") is made and entered into by and between **BRAZORIA COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as the "County" and IDS Engineering Group, Inc., a Texas Corporation, hereinafter referred to as "Consultant".

RECITALS

The County intends to oversee improvements to the City of Danbury's Water System through the City of Danbury Water System Improvements Project., hereinafter called the "Project"

The County desires that Consultant perform certain professional engineering and related services in connection with the Project; and

Consultant represents that it is qualified and desires to perform such services.

In consideration of the mutual covenants, agreements and benefits to the Parties hereto, it is agreed as follows:

TERMS

Article 1
Scope of Agreement

1.01 The Consultant agrees to perform professional engineering services as set forth in the Exhibits attached hereto and incorporated herein.

Article 2
Character and Extent of Services

2.01 The Consultant shall perform its obligations under this Contract in accordance with the Scope of Work within the Consultant's proposal attached hereto as **Exhibit "A."** County and Consultant may agree to amend this contract. All amendments to this contract will be added as **"Exhibit F-*"** (F-1, F-2, etc.).

2.02 The Consultant and County agree and acknowledge that the County is entering into this Contract in reliance on the Consultant's competence and qualifications, as those were presented to County by Consultant with respect to professional services. The Consultant, in consideration for the compensation set forth expressly herein, shall at all times utilize its skill and attention to fully, timely, and properly render professional services for the development of the Project to final

completion as set out in, or reasonably inferred from, the Scope of Work. This shall be done in a manner utilizing the degree of care ordinarily used by Consultants performing similar services on projects of a similar nature and scope within the State of Texas.

2.03 The Consultant shall be represented by a professional engineer, who has been assigned by Consultant to manage the Project, licensed to practice in the State of Texas, at meetings of any official nature concerning the Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, pre-construction meetings and construction meetings with County and staff and/or its contractors, unless otherwise set forth in the Scope of Work or approved in writing by the County.

2.04 Work, labor, services, and materials to be furnished by Consultant shall fully comply with applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work. In the event of any change in the applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work for the Project, which occur after the Effective Date of the Contract, and which Consultant was not and should not reasonably have been aware of, which require changes to the Work that has already been completed by the Consultant, or require work outside the Scope of Work, then the Consultant and the County shall attempt to agree in writing on the required modifications to the Scope of Work and an equitable fee and time adjustment resulting from such additional Scope of Work. Conflicts between any applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work shall be brought to the attention of the County by Consultant.

2.05 Consultant shall comply with all Federal laws, including but not limited to, the specific laws identified and attached hereto as **Exhibit "C"** and incorporated herein and made part of this contract. The Consultant shall require and ensure that its contractors and subcontractors comply with all applicable laws.

2.06 All work provided under this Agreement shall conform to and be in the format required by Federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, the Federal Highways Administration, the Federal Emergency Management Agency, the Environmental Protection Agency, the Texas Commission on Environmental Quality, and the Texas Department of Transportation as applicable to the project. Other Federal and local funding sources may impose additional and/or differing requirements. The project may utilize funding from the following: grants, ad valorem taxes; general obligation bonds, which all requirements for this contract must adhere to the requirements.

2.07 Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

Article 3
Time for Performance

3.01 The Consultant shall complete the services called for in this Agreement as set forth in schedule specified in **Exhibit "A"** or as further modified in **Exhibit "F-*."** Consultant understands that time is of the essence to complete the services by the scheduled deadlines.

Article 4
Consultant Compensation

4.01 For and in consideration of the services rendered by the Consultant under Article 2, the County shall pay to the Consultant in accordance with its Fee Schedule in **Exhibit "A"** or as further modified in **Exhibit "F-*."**

Article 5
Time of Payment

5.01 Monthly payments shall be made based upon that portion of the work which has been completed. Consultant shall provide, no later than the last day of each calendar month a sworn statement to the County Engineer, setting forth the percentage of the services provided which were completed during such calendar month, the compensation due, Consultant's hourly rates, if applicable, subcontractor invoices and the respective backup documentation, and any other documentation required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Consultant certifying that the work was performed, it was authorized by the County Engineer and that all information contained in the invoice being submitted is true and correct.

5.02 Consultant agrees to maintain, for a period of five (5) years, detailed time records identifying each person performing the services, the date or dates that the services were performed, the applicable hourly rates, the total amount billed for each person and the total amount billed for all persons, and shall provide such other details as may be requested by the County Auditor for verification purposes. The Consultant shall retain its records and shall keep same available for inspection during regular business hours by County officials.

5.03 The Consultant's statement becomes due and payable within thirty (30) days after receipt and approval by County. The approval or payment shall not be considered to be evidence of performance by the Consultant to the point indicated by such statement or of receipt or acceptance by the County of the work covered by such statement.

Article 6
Compliance Standards

6.01 The Consultant agrees to perform the work hereunder in accordance with County's road and bridge specifications or Texas Department of Transportation road and bridge specifications, Brazoria County Drainage Criteria Manual and other generally accepted standards applicable

thereto, and shall use that degree of care and skill commensurate with the Consultants profession to comply with all applicable state, Federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and Consultant's performance.

Article 7
Procurement, Suspension and Debarment

7.01 The Consultant certifies by execution of this Agreement or Contract that it is not ineligible for such participation in Federal or state assistance programs. The Consultant further agrees to include this certification in all Agreements or Contracts between itself and any subcontractor in connection with the services performed under this Agreement or Contract. The Consultant also certifies that it will notify the County in writing if it is not in compliance with Federal or State assistance programs at any time during the term of this Agreement or Contract. The Consultant agrees to refund Brazoria County for any payments made to the Consultant that would have been properly payable or reimbursable from Federal or state funds but for the fact that such payment failed to comply with Federal or state assistance programs.

Article 8
Ownership of Documents, Copyright

8.01 The County shall be the absolute and unqualified owner of all drawings, preliminary layouts, electronic documents and drawings, record drawings, sketches, reports, and other documents completed or partially completed, mylar reproducibles, preliminary layouts, created, produced, developed, or prepared, pursuant to this Agreement, by the Consultant or its approved outside advisory or support consultants (collectively the "Documents") with the same force and effect as if the County prepared same.

8.02 Consultant shall deliver all Documents to County within thirty (30) days of the termination or upon completion of this Agreement, whichever occurs first.

8.03 The Consultant may retain one (1) set of reproducible copies of such documents and such copies shall be for the Consultant's sole use in preparation of studies or reports for Brazoria County only. The Consultant is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

8.04 County shall be the owner of all intellectual property rights of the services rendered hereunder including all rights of copyright therein.

Article 9
Public Contact

9.01 Contact with the news media, citizens of Brazoria County, the State of Texas or other governmental agencies shall be the responsibility of the County. Under no circumstances shall the Consultant release any material or information developed in the performance of its services hereunder without the express prior written permission of the County.

Article 10
Consultant's Insurance Requirements

10.01 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (except Professional Liability which is on a Claims Made policy) from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "B."**

10.02 County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.03 If required coverage is written on a claims-made basis, Consultant represents that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article 11
Indemnification

11.01 THE CONSULTANT SHALL INDEMNIFY THE COUNTY FROM AND AGAINST CLAIMS AND LIABILITY, PERFORMED UNDER THIS CONTRACT WHICH RESULT FROM NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL IN PROPORTION OF CONSULTANT'S LIABILITY BE RESPONSIBLE TO REIMBURSE THE COUNTY FOR REASONABLE EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE CONSULTANT, ITS AGENTS, OR EMPLOYEES.

11.02 CONSULTANTS DUTY TO INDEMNIFY COUNTY SHALL AS DESCRIBED ABOVE BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

Article 12
Dispute Resolution

12.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Consultant agree to submit the dispute to mediation.

12.02 All expenses associated with mediation shall be shared fifty (50) percent by each party.

12.03 The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law in equity under any applicable statutes of limitation.

Article 13
Termination

13.01 The County may terminate this Agreement at any time by notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, electronic data files, drawings and specifications of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

Article 14
Notice

14.01 Any notice permitted or required to be given to the County hereunder may be given by hand-delivery or certified United States mail, postage prepaid, return receipt requested addressed to:

County:	**Consultant:**
Brazoria County Engineer	IDS Engineering Group, Inc.
451 N. Velasco, Suite 230	13430 Northwest Freeway, Suite 700
Angleton, Texas 77515	Houston, Texas 77040
ATTN: Matthew Hanks, JD, PE	ATTN: Marcel Khouw, P.E.
Email: matth@brazoria-county.com	Email: mkhouw@idseg.com
Phone: 979-864-1265	Phone: 713-462-3178

14.02 Such notice shall be deemed given upon receipt of hand-delivery or, if mailed, three days after the date of deposit of the notice in the United States mail as aforesaid.

Article 15
Successors and Assigns

15.01 Neither the County nor the Consultant shall assign, sublet, or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

Article 16
Applicable Law

16.01 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Brazoria County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

Article 17
Modifications

17.01 This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

Article 18
Authority of County Engineer

18.01 The County Engineer shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Consultant. His decision shall be final. It is mutually agreed by both parties that the County Engineer shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Engineer in such shall be final and binding alike on both parties hereto. But, nothing contained in this Article shall be construed to authorize the County Engineer to alter, vary or amend any of the terms or provisions of this Agreement.

Article 19
Severability

19.01 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Article 20
Merger

20.01 The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

Article 21
Boycott Verification

21.01 This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose

2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   (B) does business with a company described by Paragraph (A).

3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
   (A) means, with respect to the entity or association, to:
      (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be

paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:

(A) does not boycott Israel currently;
(B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
(C) does not boycott energy companies currently;
(D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
(E) does not discriminate against a firearm entity of firearm trade association currently; and
(F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

21.02 All requirements of Subtitle A, Title 8 Government Code Chapter 808, apply to this contract and the Consultant, by signing below, hereby verifies its understanding of the exemptions contained therein.

21.03 Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of this subchapter.

Article 22
Attachments

22.01 The following attachments are a part of this Agreement:

Exhibit A	Scope of Work, Fee Schedule and Project Schedule
Exhibit B	County's minimum insurance requirements
Exhibit C	Compliance with Laws
Exhibit D	Certificate of Interested Parties
Exhibit E	Conflict of Interest Disclosure
Exhibit F	Contract Amendments (As Needed)

Article 22
Execution

23.01 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.

Brazoria County, Texas

By: _____

L.M. (Matt) Sebesta, Jr

County Judge

Date: _____

IDS Engineering Group, Inc.

a Texas company

By: _____

Name: Marcel Khouw, P.E.

Title: Director

Date: 7/6/2026

EXHIBIT "A"
SCOPE OF WORK, FEE SCHEDULE AND PROJECT SCHEDULE

INSERT PROPOSAL AND SCHEDULE

IDS Engineering Group

July 2, 2026

Mr. Wael Tabara, PE, CFM
Assistant County Engineer
Brazoria County Engineering
Courthouse West Annex
451 N. Velasco, Suite 250
Angleton, Texas 77515

Reference: Proposal to Provide Professional Engineering Services
CDBG-MIT Danbury Water System Improvements
IDS Project No. 1658-008-00

Dear Mr. Tabara:

IDS Engineering Group, Inc. (IDS) is pleased to present this proposal to provide engineering design services and construction phase services for the Brazoria County (County), CDBG-MIT Danbury Water System Improvements project. Based on information from the City of Danbury (City), IDS understands that the County has awarded a CDBG-MIT grant to the City for this project. The grant budget for construction and engineering is $2,323,892. The scope of the project includes:

- Drill and Completion of a New Well (Well No. 3);
- New 15,000-gallon Hydro-Pneumatic Tank (HPT) and associated yard piping;
- Yard Piping from Well No. 3 to WP 1 Elevated Storage tank;
- Chlorine and Polyphosphate Injection System from WP1 to proposed Well No. 3;
- Electrical and Control Improvements for proposed Well No. 3 and the HPT
- Fencing
- Driveway

The updated preliminary construction cost estimate for the water system improvements is approximately $2,069,395 including a 15% contingency (see attached project budget summary).

Our proposed Scope of Services includes the following:

Design Phase:

1. Perform general project management, QA/QC, coordination with stakeholders (City, County, CDBG grant administrator), coordination with subconsultants, attend progress and design review meetings and prepare meeting minutes.

2. Final Design
    a. The well parameters will be based on the Draft Proposed Water Well No. 3 Engineering Report, dated January 2026.
    b. Perform topographic and boundary survey of the proposed water well site.
    c. Prepare construction plans and technical specifications including civil, process mechanical, structural, and electrical design for submittal at 60%, 90% and 100%.

d. Coordinate for approvals and permits with necessary agencies including the Brzaoria County, the City of Danbury, TCEQ and Brazoria County Groundwater Conservation District.
e. Prepare bid documents including contracts, front-end documents and technical specifications in accordance with City's standards.
f. Provide an opinion of probable cost and estimated construction duration with the 60%, 90% and final submittals.

Bid Phase:

3. Work with the County in distribution of bid documents to prospective bidders, including listing the project on Bonfire.
4. Conduct a pre-bid meeting and prepare any required contract addenda.
5. Tabulate bids and make recommendations for project award.

Construction Phase Services:

6. Provide engineering support during construction including construction contract administration, review of RFIs and submittals, review of contractor pay estimates, coordination of laboratory material testing, preparation of change orders, coordination of agency inspections and communications between the owner and the contractor.
7. Attend monthly site visits and provide report of field observations. Attend substantial completion walk-through and provide punch list documentation. Attend final inspection to confirm punch list items were addressed.
8. Provide the services of a construction observer for part-time on-site observation of the project construction.
9. Provide construction closeout support including final close out documentation and preparation of record drawings.

Services and Items Not Included

- Construction Materials Testing
- Platting
- Geotechnical Investigation
- Environmental Investigation
- Payment of Permit Fees

Schedule and Fees

The engineering fees are limited to 15% of the estimated construction cost. We propose the following engineering fees for the project, which is approximately 12% of the estimated construction cost.:

(1-5)	Project Management, Design and Bid Phase:	$ 178,500.00 Lump Sum
(6-7)	Construction Phase:	$ 75,500.00 Lump Sum
Total Engineering Services		$ 254,000.00

Schedule:

We anticipate submitting 100% plans and specifications within 6 months of notice to proceed.

We appreciate the opportunity to present this proposal to the City. If you need additional information in support of this proposal, please do not hesitate to call me or John Hale at 713-462-3178.

Sincerely,

Marcel Khouw, P.E.
Director

John Hale, P.E.
Senior Project Manager

Attachments
Project Budget Summary

\\idseg\fs\Projects\1600\165800800 Danbury CDBG Sewer and Water Project\PM\010 Proposal\Water System Improvements\Brazoria Cty - Danbury Water.docx

IDS Engineering Group

Brazoria County - City of Danbury Water and Sanitary Sewer System Improvements
Project Budget Summary

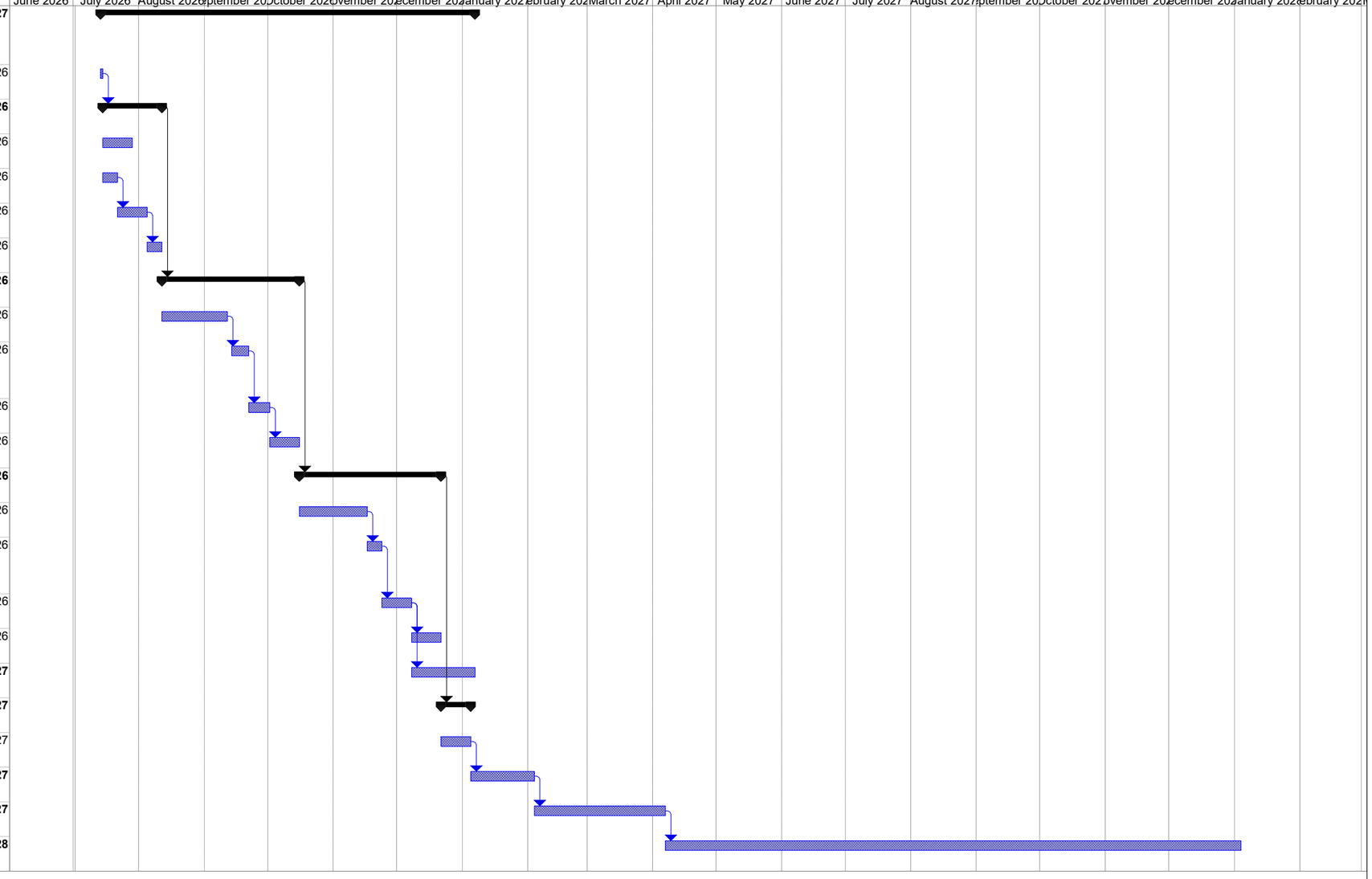
	Water System Improvements						
Priority	Description	Quantity	Unit		Cost/Unit*		Total Cost*
1	**Secondary Water Supply**						
	Drill & Complete New Well (Well No. 3)	1	LS	$	920,000.00	$	920,000.00
	Hydropneumatic Tank Installation (15,000 gallons)	1	LS	$	543,375.00	$	543,375.00
	Yard Piping from Well No. 3 to WP 1 Elevated Storage Tank	1	LS	$	57,500.00	$	57,500.00
	Chlorine & Polyphosphate Injection System from WP 1 to Well No. 3 Line	1	LS	$	57,500.00	$	57,500.00
	Electrical and Control Improvements for Water Well No. 3	1	LS	$	200,000.00	$	200,000.00
	Fencing	460	LF	$	35.00	$	16,100.00
	Driveway	1	LS	$	5,000.00	$	5,000.00
	Subtotal Water System Improvements					$	1,799,475.00
	15% Contingency					$	269,920.00
	Subtotal Water System Improvements w/Contingency					**$**	**2,069,395.00**
	Engineering Desing Proposed Budget					**$**	**178,500.00**
	Engineering Construction Proposed Budget					**$**	**75,500.00**
	Subtotal Engineering					**$**	**254,000.00**
	% Engineering						**12.27%**
	Total Project					**$**	**2,323,395.00**
	CDBG-MIT Budget						
	CDBG Water System Improvements Construction Budget					$	2,138,800.00
	CDBG Water System Improvements Engineering Budget					$	185,092.00
	Total CDBG Construction & Engineering Budget					**$**	**2,323,892.00**

Note:

* Cost estimates were prepared on the basis of experience and judgment utilizing historical bid costs for similar work if available. Actual bids and ultimate construction costs may vary based on market conditions, inflation, and unforeseen field conditions. The final determination of construction cost is made through the bidding process with contractor(s).

Brazoria County
CDBG-MIT Danbury Water System Improvements
Estimated Project Schedule

ID	Task Name	Duration	Start	Finish
1	**Brazoria County - CDBG-MIT Danbury Water System Improvements Design Schedule**	**177 days**	**Tue 7/14/26**	**Wed 1/6/27**
2	**Project NTP**	1 day	Tue 7/14/26	Tue 7/14/26
3	**30% Design**	**28 days**	**Wed 7/15/26**	**Tue 8/11/26**
4	Private Utility Coordination	14 days	Wed 7/15/26	Tue 7/28/26
5	Records Collection and Review	7 days	Wed 7/15/26	Tue 7/21/26
6	Survey Field Work	14 days	Wed 7/22/26	Tue 8/4/26
7	Survey Field Verification Site Visit	7 days	Wed 8/5/26	Tue 8/11/26
8	**60% Design**	**65 days**	**Wed 8/12/26**	**Thu 10/15/26**
9	60% Plans & Specifications	31 days	Wed 8/12/26	Fri 9/11/26
10	60% Opinion of Probable Construction Cost	8 days	Mon 9/14/26	Mon 9/21/26
11	IDS Internal QA/QC	10 days	Tue 9/22/26	Thu 10/1/26
12	60% Submittal and Review Meeting	14 days	Fri 10/2/26	Thu 10/15/26
13	**90% Design**	**67 days**	**Fri 10/16/26**	**Mon 12/21/26**
14	90% Design Plans & Specifications	32 days	Fri 10/16/26	Mon 11/16/26
15	90% Opinion of Probable Construction Cost	7 days	Tue 11/17/26	Mon 11/23/26
16	IDS Internal QA/QC	14 days	Tue 11/24/26	Mon 12/7/26
17	90% Submittal and Review Meeting	14 days	Tue 12/8/26	Mon 12/21/26
18	**Agency Submittal and Approval**	**30 days**	**Tue 12/8/26**	**Wed 1/6/27**
19	**100% Design**	**14 days**	**Tue 12/22/26**	**Mon 1/4/27**
20	Final Design Plans and Project Manual	14 days	Tue 12/22/26	Mon 1/4/27
21	**Project Advertisement & Bid**	**30 days**	**Tue 1/5/27**	**Wed 2/3/27**
22	**Project Award**	**62 days**	**Thu 2/4/27**	**Tue 4/6/27**
23	**Construction**	**272 days**	**Wed 4/7/27**	**Mon 1/3/28**



Project: Design Schedule
Date: Thu 7/2/26

Task	Project Summary	Inactive Task	Duration-only	Finish-only			
Split	External Tasks	Inactive Milestone	Manual Summary Rollup	Progress			
Milestone	External Milestone	Inactive Summary	Manual Summary	Deadline			
Summary	Inactive Task	Manual Task	Start-only				

EXHIBIT "B"
INSURANCE REQUIREMENTS

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

2. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

3. Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

5. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

EXHIBIT "C"
COMPLIANCE WITH LAWS

The Consultant agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to transportation projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors comply with applicable laws:

i. The Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. §§ 12101 et seq.; 28 C.F.R. § 35; 29 C.F.R. § 1630);

ii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.) and United States Department of Transportation regulation, 49 C.F.R. Part 21;

iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601 et seq.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to acquisitions by the Borrower of easements or other real property rights for the relocated facilities;

iv. Equal employment opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 F.R. 12319), any Executive Order amending such order, and implementing regulations (29 C.F.R. §§ 1625-27, 1630; 28 C.F.R. § 35; 41 C.F.R. § 60; and 49 C.F.R. § 27);

v. Restrictions governing the use of Federal appropriated funds for lobbying (31 U.S.C. § 1352; 49 C.F.R. § 20);

vi. The Clean Air Act, as amended (42 U.S.C. §§ 1857 et seq., as amended by Pub. L. 91-604);

vii. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.);

viii. The Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq., as amended by Pub. L. 92-500);

ix. The Endangered Species Act, 16 U.S.C. § 1531, et seq.

x. 23 U.S.C. §138 [49 U.S.C. §303]

xi. The health and safety requirements set forth in 23 C.F.R. § 635.108;

xii. The prevailing wage requirements set forth in 42 U.S.C. § 276a, 23 U.S.C. § 113, as supplemented by 29 C.F.R. Part 5, 23 C.F.R. §§ 635.117(f), 635.118 and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements;

xiii. The Buy America requirements set forth in Section 165 of the Surface Transportation Assistance Act of 1982 and implementing regulations (23 C.F.R. § 635.410);

xiv. The requirements of 23 U.S.C. §§ 101 et seq. and 23 C.F.R.; and

xv. The applicable requirements of 49 C.F.R. Part 26 relating to the Disadvantaged Business Enterprise program.

AGREED TO AND ACKNOWLEDGED THIS 6 **DAY OF** July **, 20** 26

IDS Engineering Group

a Texas company

By: _____

Name: Marcel Khouw, P.E.

Title: Director

Date: 7/6/2026

EXHIBIT "D"
CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at http://www.brazoria-county.com/purch/Index.asp.

NOT APPLICABLE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1485261

Date Filed:
07/06/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
IDS Engineering Group, Inc.
Houston, TX United States

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

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

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Buscha, Timothy	Houston, TX United States	X	
Abram, Chad	Houston, TX United States	X	
Johnson, Eric	Houston, TX United States	X	
Hajduk, Jason	Houston, TX United States	X	
Carpenter, Matthew	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Timothy E. Buscha, and my date of birth is 10/24/1966.

My address is 13430 Northwest Freeway, Suite 700, Houston (city), TX (state), 77040 (zip code), USA (country).

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

Executed in Harris County, State of TX, on the 6th day of July (month), 20 26 (year).

Timothy E. Buscha
Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT "E"
CONFLICT OF INTEREST DISCLOSURE

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

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

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM.

Texas Local Government Code Chapter 176 can be found here:
http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

EXHIBIT "F"
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.21. **7/28/2026**

Engineering Services for the Pearland Airport Drainage Improvements Project

Approve the expenditure of $260,306.09 to GC Engineering, Inc. to develop plans, specifications and estimates for the Pearland Airport Drainage Improvements Project.

Whereas, the attached scope of work identifies the services necessary to support the design process for the Project; and

Whereas, funds for this expenditure are available via the 2026 Road & Bridge Budget and are a part of the CDBG-MIT Contract in partnership with the General Land Office (GLO).

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.

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This Agreement for professional services ("Agreement") is made and entered into by and between **BRAZORIA COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as the "County" and GC Engineering, Inc., a Texas Corporation, hereinafter referred to as "Consultant".

RECITALS

The County intends to perform drainage improvements at the Pearland Airport located east of Cowart Creek (C100-00-00), south of CR127 and north of CR 130 as part of the Pearland Airport Drainage Improvements Project, hereinafter called the "Project"

The County desires that Consultant perform certain professional engineering and related services in connection with the Project; and

Consultant represents that it is qualified and desires to perform such services.

In consideration of the mutual covenants, agreements and benefits to the Parties hereto, it is agreed as follows:

TERMS

Article 1
Scope of Agreement

1.01 The Consultant agrees to perform professional engineering services as set forth in the Exhibits attached hereto and incorporated herein.

Article 2
Character and Extent of Services

2.01 The Consultant shall perform its obligations under this Contract in accordance with the Scope of Work within the Consultant's proposal attached hereto as **Exhibit "A."** County and Consultant may agree to amend this contract. All amendments to this contract will be added as **"Exhibit F-*"** (F-1, F-2, etc.).

2.02 The Consultant and County agree and acknowledge that the County is entering into this Contract in reliance on the Consultant's competence and qualifications, as those were presented to County by Consultant with respect to professional services. The Consultant, in consideration for the compensation set forth expressly herein, shall at all times utilize its skill and attention to fully,

timely, and properly render professional services for the development of the Project to final completion as set out in, or reasonably inferred from, the Scope of Work. This shall be done in a manner utilizing the degree of care ordinarily used by Consultants performing similar services on projects of a similar nature and scope within the State of Texas.

2.03 The Consultant shall be represented by a professional engineer, who has been assigned by Consultant to manage the Project, licensed to practice in the State of Texas, at meetings of any official nature concerning the Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, pre-construction meetings and construction meetings with County and staff and/or its contractors, unless otherwise set forth in the Scope of Work or approved in writing by the County.

2.04 Work, labor, services, and materials to be furnished by Consultant shall fully comply with applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work. In the event of any change in the applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work for the Project, which occur after the Effective Date of the Contract, and which Consultant was not and should not reasonably have been aware of, which require changes to the Work that has already been completed by the Consultant, or require work outside the Scope of Work, then the Consultant and the County shall attempt to agree in writing on the required modifications to the Scope of Work and an equitable fee and time adjustment resulting from such additional Scope of Work. Conflicts between any applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work shall be brought to the attention of the County by Consultant.

2.05 Consultant shall comply with all Federal laws, including but not limited to, the specific laws identified and attached hereto as **Exhibit "C"** and incorporated herein and made part of this contract. The Consultant shall require and ensure that its contractors and subcontractors comply with all applicable laws.

2.06 All work provided under this Agreement shall conform to and be in the format required by Federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, the Federal Highways Administration, the Federal Emergency Management Agency, the Environmental Protection Agency, the Texas Commission on Environmental Quality, and the Texas Department of Transportation as applicable to the project. Other Federal and local funding sources may impose additional and/or differing requirements. The project may utilize funding from the following: grants, ad valorem taxes; general obligation bonds, which all requirements for this contract must adhere to the requirements.

2.07 Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

Article 3
Time for Performance

3.01 The Consultant shall complete the services called for in this Agreement as set forth in schedule specified in **Exhibit "A"** or as further modified in **Exhibit "F-*."** Consultant understands that time is of the essence to complete the services by the scheduled deadlines.

Article 4
Consultant Compensation

4.01 For and in consideration of the services rendered by the Consultant under Article 2, the County shall pay to the Consultant in accordance with its Fee Schedule in **Exhibit "A"** or as further modified in **Exhibit "F-*."**

Article 5
Time of Payment

5.01 Monthly payments shall be made based upon that portion of the work which has been completed. Consultant shall provide, no later than the last day of each calendar month a sworn statement to the County Engineer, setting forth the percentage of the services provided which were completed during such calendar month, the compensation due, Consultant's hourly rates, if applicable, subcontractor invoices and the respective backup documentation, and any other documentation required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Consultant certifying that the work was performed, it was authorized by the County Engineer and that all information contained in the invoice being submitted is true and correct.

5.02 Consultant agrees to maintain, for a period of five (5) years, detailed time records identifying each person performing the services, the date or dates that the services were performed, the applicable hourly rates, the total amount billed for each person and the total amount billed for all persons, and shall provide such other details as may be requested by the County Auditor for verification purposes. The Consultant shall retain its records and shall keep same available for inspection during regular business hours by County officials.

5.03 The Consultant's statement becomes due and payable within thirty (30) days after receipt and approval by County. The approval or payment shall not be considered to be evidence of performance by the Consultant to the point indicated by such statement or of receipt or acceptance by the County of the work covered by such statement.

Article 6
Compliance Standards

6.01 The Consultant agrees to perform the work hereunder in accordance with County's road and bridge specifications or Texas Department of Transportation road and bridge specifications, Brazoria County Drainage Criteria Manual and other generally accepted standards applicable

thereto, and shall use that degree of care and skill commensurate with the Consultants profession to comply with all applicable state, Federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and Consultant's performance.

Article 7
Procurement, Suspension and Debarment

7.01 The Consultant certifies by execution of this Agreement or Contract that it is not ineligible for such participation in Federal or state assistance programs. The Consultant further agrees to include this certification in all Agreements or Contracts between itself and any subcontractor in connection with the services performed under this Agreement or Contract. The Consultant also certifies that it will notify the County in writing if it is not in compliance with Federal or State assistance programs at any time during the term of this Agreement or Contract. The Consultant agrees to refund Brazoria County for any payments made to the Consultant that would have been properly payable or reimbursable from Federal or state funds but for the fact that such payment failed to comply with Federal or state assistance programs.

Article 8
Ownership of Documents, Copyright

8.01 The County shall be the absolute and unqualified owner of all drawings, preliminary layouts, electronic documents and drawings, record drawings, sketches, reports, and other documents completed or partially completed, mylar reproducibles, preliminary layouts, created, produced, developed, or prepared, pursuant to this Agreement, by the Consultant or its approved outside advisory or support consultants (collectively the "Documents") with the same force and effect as if the County prepared same.

8.02 Consultant shall deliver all Documents to County within thirty (30) days of the termination or upon completion of this Agreement, whichever occurs first.

8.03 The Consultant may retain one (1) set of reproducible copies of such documents and such copies shall be for the Consultant's sole use in preparation of studies or reports for Brazoria County only. The Consultant is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

8.04 County shall be the owner of all intellectual property rights of the services rendered hereunder including all rights of copyright therein.

Article 9
Public Contact

9.01 Contact with the news media, citizens of Brazoria County, the State of Texas or other governmental agencies shall be the responsibility of the County. Under no circumstances shall the Consultant release any material or information developed in the performance of its services hereunder without the express prior written permission of the County.

Article 10
Consultant's Insurance Requirements

10.01 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (except Professional Liability which is on a Claims Made policy) from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "B."**

10.02 County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.03 If required coverage is written on a claims-made basis, Consultant represents that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article 11
Indemnification

11.01 THE CONSULTANT SHALL INDEMNIFY THE COUNTY FROM AND AGAINST CLAIMS AND LIABILITY, PERFORMED UNDER THIS CONTRACT WHICH RESULT FROM NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL IN PROPORTION OF CONSULTANT'S LIABILITY BE RESPONSIBLE TO REIMBURSE THE COUNTY FOR REASONABLE EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE CONSULTANT, ITS AGENTS, OR EMPLOYEES.

11.02 CONSULTANTS DUTY TO INDEMNIFY COUNTY SHALL AS DESCRIBED ABOVE BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

Article 12
Dispute Resolution

12.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Consultant agree to submit the dispute to mediation.

12.02 All expenses associated with mediation shall be shared fifty (50) percent by each party.

12.03 The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law in equity under any applicable statutes of limitation.

Article 13
Termination

13.01 The County may terminate this Agreement at any time by notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, electronic data files, drawings and specifications of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

Article 14
Notice

14.01 Any notice permitted or required to be given to the County hereunder may be given by hand-delivery or certified United States mail, postage prepaid, return receipt requested addressed to:

County:	**Consultant:**
Brazoria County Engineer	GC Engineering, Inc.
451 N. Velasco, Suite 230	2505 Park Avenue,
Angleton, Texas 77515	Pearland, Texas 77581
ATTN: Matthew Hanks, JD, PE	ATTN: Chandi Rodrigo, PE
Email: matth@brazoria-county.com	Email: crodrigo@gc-engineering.com
Phone: 979-864-1265	Phone: 346-773-4406

14.02 Such notice shall be deemed given upon receipt of hand-delivery or, if mailed, three days after the date of deposit of the notice in the United States mail as aforesaid.

Article 15
Successors and Assigns

15.01 Neither the County nor the Consultant shall assign, sublet, or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

Article 16
Applicable Law

16.01 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Brazoria County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

Article 17
Modifications

17.01 This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

Article 18
Authority of County Engineer

18.01 The County Engineer shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Consultant. His decision shall be final. It is mutually agreed by both parties that the County Engineer shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Engineer in such shall be final and binding alike on both parties hereto. But, nothing contained in this Article shall be construed to authorize the County Engineer to alter, vary or amend any of the terms or provisions of this Agreement.

Article 19
Severability

19.01 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Article 20
Merger

20.01 The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

Article 21
Boycott Verification

21.01 This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose

2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   (B) does business with a company described by Paragraph (A).

3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
   (A) means, with respect to the entity or association, to:
      (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be

paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:

(A) does not boycott Israel currently;
(B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
(C) does not boycott energy companies currently;
(D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
(E) does not discriminate against a firearm entity of firearm trade association currently; and
(F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

21.02 All requirements of Subtitle A, Title 8 Government Code Chapter 808, apply to this contract and the Consultant, by signing below, hereby verifies its understanding of the exemptions contained therein.

21.03 Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of this subchapter.

Article 22
Attachments

22.01 The following attachments are a part of this Agreement:

Exhibit A	Scope of Work, Fee Schedule and Project Schedule
Exhibit B	County's minimum insurance requirements
Exhibit C	Compliance with Laws
Exhibit D	Certificate of Interested Parties
Exhibit E	Conflict of Interest Disclosure
Exhibit F	Contract Amendments (As Needed)

Article 22
Execution

23.01 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.

Brazoria County, Texas

By: _____

L.M. (Matt) Sebesta, Jr

County Judge

Date: _____

GC Engineering, Inc.

a Texas company

By: _____

Name: **Chandi Rodrigo, PE**

Title: **President**

Date: 6/30/2026

EXHIBIT "A"
SCOPE OF WORK, FEE SCHEDULE AND PROJECT SCHEDULE

INSERT PROPOSAL AND SCHEDULE

SCOPE OF SERVICES
CDBG-MIT Pearland Airport Drainage Improvements
Brazoria County Precinct 3
Brazoria County, Texas

Introduction:

Brazoria County (County) requested GC Engineering, Inc. (GCE) to provide professional engineering services for drainage improvement design for Pearland Airport, located in Pearland, Brazoria County, Texas.

Project area is located east of Cowart Creek (C100-00-00), south of CR-127, and north of CR-130. Project location and the Project Limits are shown in **Figure 1.**

Project Description:

Currently, the area to the north of the Pearland Airport drains in a northeasterly direction through a network of roadside ditches along CR-124 (Haddock Ditch – B102-01-00) and in an easterly direction (approximately for 2.2 miles) along roadside ditches on CR-127, CR-130 (Ditch B102-01-02), and CR-125 (Ditch B102-01-03), and ultimately emptying to Cowart Creek. These roadside ditches are relatively shallow and not adequately sized to handle the drainage for existing conditions as well as for the future proposed developments in the project area. As a result of longer flow paths to Cowart Creek and relatively shallow ditch system, the airport property and surrounding area experience frequent flooding.

The intent of the proposed project is to improve local drainage by redirecting the storm runoff in a southerly direction and establishing a direct path to discharge into Cowart Creek via existing storm water detention basin.

GCE obtained and studied the available studies performed for the project area from County, BDD4, and Pearland Airport, as follows:

The following information was obtained from Airport personnel and their consultants:

1. PDF file of topographic survey for the project area dated October 2025, performed by Gormly Surveying, Inc.
2. Pearland Airport Master Drainage Plan dated August 26, 2021, prepared by KSA Engineers, Inc.
3. A schematic plan showing the near-term development plans within the project area dated April 29, 2026, prepared by KSA Engineers, Inc..
4. Existing and proposed drainage easements within the project area.

GCE also obtained various record drawings, studies, and historic information of the Airport including geotechnical reports, drainage reports, proposed layouts, etc. between 2009 and 2023, from the County and BDD4.

Proposed Work:

GCE attended a meeting with BDD4 on April 30, 2026, to discuss the proposed project scope. GCE also attended a field scoping meeting at the project site with BDD4 and Pearland Airport personnel on May 13, 2026. The specific project features relate to drainage, proposed future improvements, and survey requirements were discussed during these meetings.

The project design shall be performed in compliance with County requirements. In addition, appropriate Federal Aviation Administration (FAA) requirements in working within and vicinity of the Airport shall be incorporated in the Contract documents.

Based on the discussions with the County, BDD4, and Pearland Airport personnel, GCE developed a Schematic Plan depicting the anticipated drainage improvements with the Project Limits (**Figure 2**). These improvements shall consist of, but not limited to:

1. Regrading roadside ditch south side of CR-127 for an approximate length of 1,800 feet.
2. Construction of two storm sewer trunk lines with inlets to convey storm runoff in a southerly direction and connect to the existing storm sewers adjacent to and north of taxiway.
3. Regrading, cleaning, and constructing a concrete pilot channel, approximately 10-foot wide, within the existing linear storm water detention basin between taxiway and runway.
4. Minor regrading within the Project Limits to provide for improved flow into the proposed storm sewer system.
5. Removing and reconstructing asphalt driveways along CR-127 and the approach driveway to cross road/taxiway.

BASIC SERVICES

Following are the anticipated basic phase services for the proposed project:

A. Phase 1 – Preliminary Design

The project consists of drainage improvements within the project limits (**Figure 1**). Proposed improvements are summarized below:

a) Regrade roadside ditches.
b) Remove/replace asphalt driveways,
c) Desilt and clean the existing linear stormwater detention basin and construct a concrete pilot channel, and
d) Install new storm sewer lines, inlets and junction boxes.

Preliminary Design Phase tasks are as follows:

1. **Coordination and Data Collection**

GCE shall obtain available information for the project area including:

- Available as-built plans, utility plans, and engineering reports,
- Latest topographic and aerial mapping, and
- Available drainage reports.

GCE shall conduct a site reconnaissance to inventory the existing conditions including drainage features, visible obstructions, etc. within the project area.

2. **Surveying**

The survey work will be performed by GCE's subconsultant, Weisser Engineering Co. (WEC) located in Houston, Texas. The scope of work for surveying tasks by WEC dated May 20, 2026 is enclosed.

3. **Utility Coordination**

GCE shall identify utility conflicts for the proposed project based on the project survey and available utility information received from the County, BDD4, and Pearland Airport. GCE's work shall include the following:

- Show existing utilities on plan based on the survey data, and
- Prepare a Utility Conflict Table (UCT).

GCE shall coordinate with known utility owners within the project area to relocate/adjust utilities, as needed. GCE shall schedule a utility coordination meeting and shall prepare and submit meeting minutes to the County.

4. **Conceptual and Final Design**

<u>Conceptual Design</u>

GCE shall prepare Conceptual Layout with Typical Cross Sections (Existing and Proposed). The schematic shall incorporate the recommendations of the proposed drainage improvements.

The Layout shall consist of a planimetric file of existing features and proposed improvements. The plan shall be presented at a scale of 1" =100'. The Layout shall include the following features:

- Existing ROW, culverts, and ditch lines,
- Typical Sections, and
- Proposed drainage scheme.

GCE shall submit the Conceptual Layout to be reviewed and approved by the County prior to GCE proceeding with the Final Layout.

Final Design

GCE shall adjust the Conceptual Layout to incorporate County review feedback and prepare Final Layout.

5. Drainage Design

Upon approval of the Final Layout by County, GCE shall perform a drainage design to develop the existing and proposed hydrologic and hydraulic conditions, and a new storm drainage system for the project area. GCE's proposed work includes the following:

a) Develop overall drainage area(s) for the study.

b) Develop sub-drainage areas including:
   1) Calculate the percent impervious/ discharge coefficients.
   2) Calculate time of concentrations.
   3) Develop the 5-yr storm event flows for the drainage areas.

c) Utilize spreadsheet calculations and/or WinStorm software for the flow computations and sizing of the conveyance system.

d) Develop starting collection system flow line elevations and tailwater elevations.

e) Determine inlet sizes and storm sewer pipe sizes.

f) Perform the drainage design to replace the existing ditch system to convey peak flows from the 5-Yr design event for the project area utilizing NOAA Atlas 14 rainfall intensities.

   Check the drainage design for 100-Yr. design event.

g) Design the concrete pilot channel within the existing storm water detention basin.

h) Review available as-built data and project survey for public and private, wet and dry utilities for conflicts and potential redesign and relocations.

i) Prepare drainage exhibits including drainage area plans and storm sewer layout. Drainage Plans shall show locations of driveway repair/replacement as well as utility relocations based on the available as-built data, site visits, and project survey.

Drainage design shall be performed in accordance with the Brazoria County Drainage Criteria Manual dated May 2022.

B. Phase II—Final Design

Upon approval of the Preliminary Design by County, GCE shall proceed with the Design Phase services. Work shall include the following:

1. PS&E Preparation/Deliverables

GCE shall prepare final plans, details, specifications, and cost estimate in accordance with the County requirements. This shall include:

a) Prepare and Submit 60% Plans

Work shall include the following:

1) Coordinate with the Project's environmental consultant (CRI Environmental), BDD4, and Pearland Airport,
2) 60% design plans,
3) Table of Contents and List of Specifications,
4) Utility Conflict Table, and
5) 60% Engineers Opinion of Construction Cost.

GCE shall submit drawings in electronic format for the County's review and comments. GCE shall attend 60% submittal discussion meeting with the County. GCE shall also prepare meeting minutes capturing discussion/agreements from 60% submittal meeting.

b) Prepare and Submit Final (100%) Plans

GCE shall address the County's 60% Plan comments and prepare and submit 100% plans. 100% Submittal is anticipated to consist of the following:

1) Responses to 60% Submittal Comments (PDF),
2) Table of Contents and List of Specifications.
3) Final Engineers Opinion of Probable Construction Cost.
4) Final plans for the County's signature.
5) Prepare bid sets for distribution via the County's e-bid system.

Final plans, details, specifications and cost estimate in accordance with the County requirements.

2. Traffic Control Plans (TCPs)

GCE shall evaluate requirements for traffic control for the project based on FAA requirements and schedule a TCP Meeting with County/Airport. The objective of this meeting will be to develop a construction sequencing/phasing plan, and develop road/taxiway closure requirements, as required.

Based on the TCP meeting, GCE shall develop Traffic Control Plans for the project. These plans shall consist of traffic phasing, detours, temporary paving, and other features, as necessary to regulate traffic during construction per FAA requirements.

3. Storm Water Pollution Prevention Plans (SWPPP)

GCE shall prepare SWPPP for the project in accordance with the County requirements. This will include SWPP Plan, and Construction Site Notices in accordance with the current Texas Commission on Environmental Quality, TPDES General Permit for storm water discharges associated with construction activities.

4. Project Management

GCE shall attend monthly progress meetings (2 meetings) during the design phase. GCE shall also coordinate with the stakeholders including BDD4 and Pearland Airport and attend meetings as required.

5. Bid Phase Services

Work shall include the following:

a. Bid Phase Services

1) Provide Notice to Bidders (NTB) and list of bid items to the County in an electronic form appropriate for the e-bid system format. County is responsible for advertising.
2) Chair pre-bid meeting and attend Bid Opening
3) Respond in writing to questions from bidders and prepare addenda, and coordinate with the County as necessary.
4) Prepare Engineer's Recommendation of Award Letter that includes the following required content:
    i. Check for math errors and reconcile any mathematical discrepancies.
    ii. Review for unbalanced bid items.
    iii. Certified Bid Tabulation including Engineer's estimate.
    iv. Review of contractor's financial standing and references provided.
    v. Explanation of discrepancies between the Engineer's estimate and bids.
    vi. Recommendation to award.

b. Attend County meeting and provide recommendation for award of Contract for Construction.

C. Phase III - Construction Phase Services

GCE work shall include the following:

a) Attend pre-construction meeting to provide information & answer questions.
b) Attend monthly progress meetings.
c) Review & comment on Construction's submittals, RFIs, RFPs and change orders.
d) Review monthly pay applications.
e) Coordinate and review progress of work for Substantial Completion with production of a punch list.
f) Issue letter to the County recommending acceptance & release of final payment.
g) Provide As-Built plans.
h) Assist the County in Contract close-out.

Project Cost

GCE shall provide the work entailed in this proposed scope of services at an estimated Lump Sum cost of **$ $260,306.09**. The summary of costs is provided in **Table 1**.

Direct labor: Direct labor will be charged at the following rates:

DIRECT LABOR SCHEDULE	
CLASSIFICATION	**BILLING RATE**
Principal	$300.00
Project Manager	$275.00
Project Engineer	$220.00
Senior Engineer	$180.00
Civil Engineer	$165.00
CADD Manager	$160.00
CADD Technician	$140.00
Clerical	$80.00
Senior Resident Engineer	$140.00
Construction Inspector	$90.00

The individual salaries will be adjusted annually.

Direct Expenses: Direct Expenses will be charged at cost.

Project Schedule

A project schedule including the milestones shall be determined based on the discussions with the County.

Assumptions

The proposal presented is based on the following assumptions:

1. Environmental services will be performed by others directly under County.
2. The existing geotechnical information is adequate for project design.
3. Project does not require a drainage impact analysis and/or impact mitigation measures.
4. The project does not require acquisition of additional ROW. Proposed work will be performed within the existing ROW or existing easements or easements to be secured by others.
5. County will pay for permitting and review fees related to the project, directly to reviewing agencies, if any.
6. GCE will provide full-time Construction Inspection, if requested by the County, as an out-of-scope item.

Professional Engineering Services
CDBG-MIT Pearland Airport Drainage Improvements
Brazoria County Precinct 3
Brazoria County, Texas
Project Budget

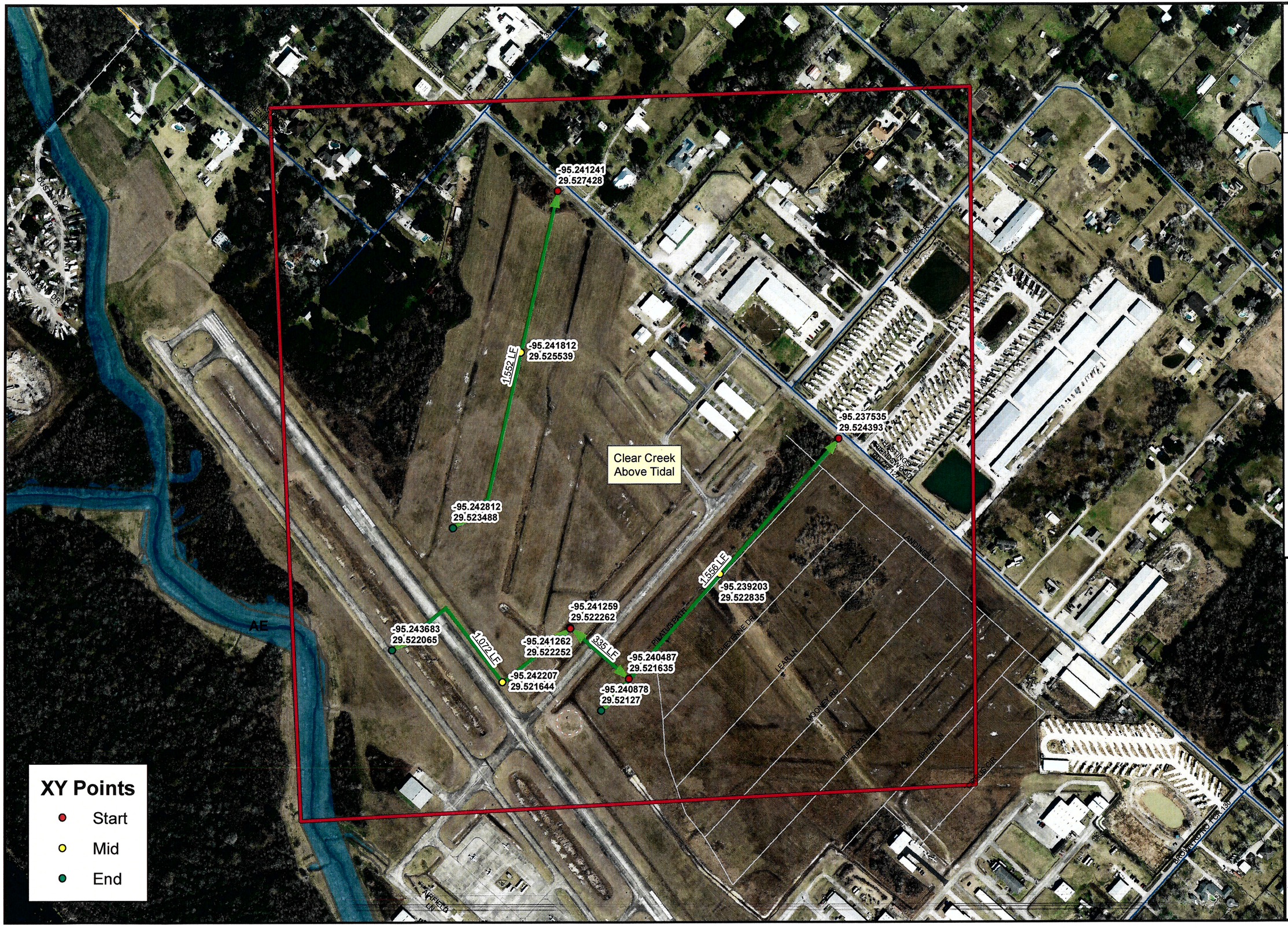
	Task Description	Principal	Project Manager	Project Engineer	Civil Engineer	CAD Technician	Clerical	TOTAL MAN HRS	TOTAL DIRECT LABOR	Sub Coord./ Direct Expenses	Subs	TOTAL LABOR & EXPENSES
	Rate	**$300**	**$275**	**$220**	**$165**	**$140**	**$80**					
	BASIC SERVICES											
A.	**PHASE 1 – PRELIMINARY DESIGN**											
	1. Coordination and Data Collection											
	Field Reconnaissance	1	4	4				9	$2,280.00			$2,280.00
	Data Collection	1	4	5			16	26	$3,780.00			$3,780.00
	Coordination and Data Collection Subtotal	**2**	**8**	**9**	**0**	**0**	**16**	**35**	**$6,060.00**	**$0.00**	**$0.00**	**$6,060.00**
	2. Surveying											
	Topographic Survey								$0.00		**$27,073.72**	$27,073.72
	Survey Coordination								$0.00	$2,707.37		$2,707.37
	Survey Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**	**$2,707.37**	**$27,073.72**	**$29,781.09**
	3. Utility Coordination											
	Utility coordination, Utility Conflict Table and Layout	2	6	16	16	24		64	$11,770.00			$11,770.00
	Attend Utility Coordination Meeting	3	4	4				11	$2,880.00			$2,880.00
	Utility Coordination Subtotal	**5**	**10**	**20**	**16**	**24**	**0**	**75**	**$14,650.00**	**$0.00**	**$0.00**	**$14,650.00**
	4. Conceptual and Final Design											
	Perform schematic design	2	6	16	16	24		64	$11,770.00			$11,770.00
	Prepare Schematic Layout and Typical Sections	3	4	4				11	$2,880.00			$2,880.00
	Incorporate Schematic Layout Comments/ prepare Final Layout	2	4	8	8	12		34	$6,460.00			$6,460.00
	Conceptual and Final Design Subtotal	**7**	**14**	**28**	**24**	**36**	**0**	**109**	**$21,110.00**	**$0.00**	**$0.00**	**$21,110.00**

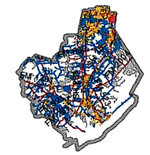
Professional Engineering Services
CDBG-MIT Pearland Airport Drainage Improvements
Brazoria County Precinct 3
Brazoria County, Texas
Project Budget

	Task Description	Principal	Project Manager	Project Engineer	Civil Engineer	CAD Technician	Clerical	TOTAL MAN HRS	TOTAL DIRECT LABOR	Sub Coord./ Direct Expenses	Subs	TOTAL LABOR & EXPENSES
	Rate	**$300**	**$275**	**$220**	**$165**	**$140**	**$80**					
	5. Drainage Design											
	Prepare Overall Drainage Area Maps	2	4	8	16	30		58	$11,870.00			$11,870.00
	Perform storm drainage system design flows	2	10	16	24	24		74	$16,640.00			$16,640.00
	Prepare Drainage Exhibits	2	2	8	10	24		44	$8,960.00			$8,960.00
	Drainage Design Subtotal	**6**	**16**	**32**	**50**	**78**	**0**	**176**	**$37,470.00**	**$0.00**	**$0.00**	**$37,470.00**
	Total for Phase 1 - Preliminary Design	**20**	**48**	**89**	**90**	**138**	**16**	**395**	**$79,290.00**	**$2,707.37**	**$27,073.72**	**$109,071.09**
B.	**PHASE II - FINAL DESIGN**											
	1. PS&E Preparation/Deliverables (60% and 100% Submission Levels)											
	60% PS&E Preparation	4	24	72	80	100	8	288	$51,480.00			$51,480.00
	Final (100%) PS&E Preparation	4	12	30	40	40	4	130	$23,620.00			$23,620.00
	Prepare Engineers Construction Cost Estimate (60% and Final)	2	8	16	30	16		72	$13,510.00			$13,510.00
	PS&E Preparation/Deliverable Subtotal	**10**	**44**	**118**	**150**	**156**	**12**	**490**	**$88,610.00**	**$0.00**	**$0.00**	**$88,610.00**
	2. Traffic Control Plans (TCPs)											
	Prepare TCPs	2	8	16	30	24	4	84	$14,950.00			$14,950.00
	Traffic Control Plans (TCPs) Subtotal	**2**	**8**	**16**	**30**	**24**	**4**	**84**	**$14,950.00**	**$0.00**	**$0.00**	**$14,950.00**
	3. SWPPP											
	Prepare SW3P Plans	1	2	8	10	8	4	33	$5,700.00			$5,700.00
	SW3P Plans Subtotal	**1**	**2**	**8**	**10**	**8**	**4**	**33**	**$5,700.00**	**$0.00**	**$0.00**	**$5,700.00**

Professional Engineering Services
CDBG-MIT Pearland Airport Drainage Improvements
Brazoria County Precinct 3
Brazoria County, Texas
Project Budget

	Task Description	Principal	Project Manager	Project Engineer	Civil Engineer	CAD Technician	Clerical	TOTAL MAN HRS	TOTAL DIRECT LABOR	Sub Coord./ Direct Expenses	Subs	TOTAL LABOR & EXPENSES
	Rate	**$300**	**$275**	**$220**	**$165**	**$140**	**$80**					
	4. Project Management											
	Attend Meetings (2 Meetings)	2	8	8			4	22	$4,880.00			$4,880.00
	Project Coordination	4	8	16				28	$6,920.00			$6,920.00
	Project Management Subtotal	**6**	**16**	**24**	**0**	**0**	**4**	**50**	**$11,800.00**	**$0.00**	**$0.00**	**$11,800.00**
	5. Bid Phase Services											
	Provide Bid Phase Services	2	6	16	20	16	4	64	$11,630.00			$11,630.00
	Bid Phase Subtotal	**2**	**6**	**16**	**20**	**16**	**4**	**64**	**$11,630.00**	**$0.00**	**$0.00**	**$11,630.00**
	Total for Phase II—Final Design	**21**	**76**	**182**	**210**	**204**	**28**	**721**	**$132,690.00**	**$0.00**	**$0.00**	**$132,690.00**
C.	**PHASE III - CONSTRUCTION PHASE SERVICES**											
	Attend Precon Meeting (incl. Prepare Minutes)	2	4	0	0	0	2	8	$1,860.00			$1,860.00
	Attend Construction Progress Meetings	2	4	0	0	0	0	6	$1,700.00			$1,700.00
	Routine Construction Site Visits (6 site visits)	1	4	8	0	0	0	13	$3,160.00			$3,160.00
	Review and Respond to Submittals (assume 6)	1	2	4	4	0	4	15	$2,710.00			$2,710.00
	Review and Respond to RFIs (assume 4)	1	2	4	4	0	0	11	$2,390.00			$2,390.00
	Substantial Completion Walk-Thru	2	2	2	0	0	2	8	$1,750.00			$1,750.00
	Final Construction Walk-Thru	2	4	4	0	0	2	12	$2,740.00			$2,740.00
	As-Built Drawings	1	1	2	4	4	0	12	$2,235.00			$2,235.00
	Total for Phase III - Construction Phase Services	**12**	**23**	**24**	**12**	**4**	**10**	**85**	**$18,545.00**	**$0.00**	**$0.00**	**$18,545.00**
	MAN HOURS TOTAL	**53**	**147**	**295**	**312**	**346**	**54**	**1,201**				
	TOTAL FOR THE PROJECT	**$15,900.00**	**$40,425.00**	**$64,900.00**	**$51,480.00**	**$48,440.00**	**$4,320.00**		**$230,525.00**	**$2,707.37**	**$27,073.72**	**$260,306.09**





0 95 190 380 570
Feet

Project Location

Flood Zone

- AE
- X
- Watershed
- Project Limits Lin Ft
- County Roads
- City Street
- Private Street

Brazoria County Engineering

STATE OF TEXAS
COUNTY OF BRAZORIA

Pearland Airport Area Drainage Improvements

FIGURE 1

CR 127

REGRADE DITCH

36" RCP

36" RCP

24" RCP

42" RCP

JUNCTION BOX

48" RCP

E INLET (TYP.)

5'X3' RCB

CONNECT TO EXIST. INLET

CONCRETE RUNWAY

ASPHALT TAXIWAY

LECLAIR DITCH
C107-00-00

Coward Creek

2-24" RCP WITH SETs

REPLACE ASPHALT DRIVEWAY

2-24" RCP WITH SETs

CR 124

CR-124 (HADDOCK DITCH)
B102-01-00

PROJECT LIMITS

CR 125

CR 127

REGRADE DITCH

REPLACE ASPHALT DRIVEWAY

AVE A

AVE B

AVE B

48" RCP

48" RCP

E INLET (TYP.)

REPLACE ASPHALT DRIVEWAY

5'X3' RCB

5'X3' RCB

5'X4' RCB

5'X4' RCB

PILATUS PATH

CHEYENNE LANDING LN

LEAR LN

LEAR LN

MOONEY RD

PIPER PATH

LIPPER LN

PILATUS PATH

CR 127

CR-125 DITCH
B102-01-03

10' WIDE CONCRETE PILOT CHANNEL

150' DESILT / RESHAPE EXISTING STORM WATER DETENTION BASIN

COUNTY ROAD 127
(HASTINGS FRIENDSWOOD RD)

CR-130 DITCH
B102-01-02

COWART CREEK
C100-00-00

AIRFIELD LANE

Pearland Regional Airport

CR 130

COUNTY ROAD 130
(BROWN RD.NO.1)

200 0 100 200 400

SCALE: 1"=200' (22"x34")
1"=400 (11"x17")

SOURCE: GOOGLE EARTH, 2026

CDBG PEARLAND AIRPOT

GC ENGINEERING, INC.
2505 PARK AVE
PEARLAND, TEXAS 77581
TBPE Registration No. F - 7889
Phone: (281) 412-7008
FAX: (281) 412-4623

GC ENGINEERING, INC. PROPOSAL NO:

SCALE:
DATE: MAY 26, 2026
SURVEYED BY:

DESIGNED BY: UKC
DRAWN BY: KG
SHEET NO.: 1 OF 1

FIGURE 2

GC Engineering, Inc.
W:\Projects\2026 projects\011 - Brazoria County CDBG\019 - Brazoria County Proj. 1 - CDBG Pearland Airport\Drawings\2026CD CDBG Pearland Airport-Driveway.dwg May 26, 2026-8:59am tquido

TABLE 1
Compensation for Professional Services
CDBG-MIT Pearland Airport Drainage Improvements
Brazoria County, Texas

A. PHASE 1 – PRELIMINARY DESIGN			**$109,071.09**
1. Coordination and Data Collection		$6,060.00	
2. Surveying			
Survey	$27,073.72		
Survey Coordination	$2,707.37		
		$29,781.09	
3. Utility Coordination		$14,650.00	
4. Conceptual and Final Design		$21,110.00	
5. Drainage Design		$37,470.00	
B. PHASE II - FINAL DESIGN			**$132,690.00**
1. PS&E Preparation/Deliverables (60% and 100% Submission Levels)			
60% Plans	$51,480.00		
Final (100% Plans)	$23,620.00		
Cost Estimate (60% & Final)	$13,510.00		
		$88,610.00	
2. Traffic Control Plans (TCPs)		$14,950.00	
3. SWPPP		$5,700.00	
4. Project Management		$11,800.00	
5. Bid Phase Services		$11,630.00	
C. PHASE III - CONSTRUCTION PHASE SERVICES			**$18,545.00**
TOTAL FOR THE PROJECT			**$260,306.09**

PROPOSAL AGREEMENT FOR PROFESSIONAL SERVICES
Effective Date: May 20, 2026

Umesh KC, PE, CFM
GC Engineering, Inc.
2505 Park Avenue
Pearland, TX 77581
346-7734409
kcumesh@gc-engineering.com

Proposal for Professional Services in Connection With: Pearland Regional Airport CBG Project, Pearland, Brazoria County, Texas

Weisser Engineering & Surveying is pleased to submit this proposal and terms of service (together, the "Agreement") to GC Engineering, Inc. (the "Client").

I. SCOPE OF SERVICES

Weisser Engineering & Surveying will provide the following services ("Services") to Client:

1. Perform a Right-of-way Verification along CR 127. "Project Limit" lines will be depicted on the overall topographic survey. This will not be performed as a Category 1B, Condition 3 survey therefore this will not be a signed and sealed product. This is meant to depict approximate "project limit" lines based off county appraisal district information, public records and field verification.
   COST: $4,530.00 + $373.72 state sales tax = 4,903.72
2. Perform a limited Topographic Survey along Roadway and on Airport site. Survey will include 100-ft Cross-Sections along the Route as shown on Markup. Topographic survey will depict features and utilities along Route. Topographic survey will delineate Pavement and any Drainage features within limits. Deliverable will be a CAD file as well as 11"x17" (1"=40' scale) Topographic map sheets. This survey will be performed as a limited topographic survey and not a Category 6, condition 1 Topographic survey therefore this will not be a signed and sealed product.
   COST: $16,270.00 (non-taxable)
3. Control Survey. Horizontal Survey Control shall be referenced to the Texas State Plane Coordinate System, South Central Zone, NAD83. Vertical Control shall be based on the nearest existing NGS, County or City monument. This will Provide 3 site TBM's and an adequate number of control points that are set and recoverable. Deliverable will be a survey control map on 11"X17" pdf map sheets.
   COST: $5,900.00 (non-taxable)

TOTAL COST: $27,073.72 including state sales tax

The Client will provide the following:
Site access

II. TERMS AND CONDITIONS

1. This Agreement may only be modified by a writing acknowledging agreement of modification by both parties.

2. The Responsible Party signing this Agreement agrees to be fully responsible for the timely and complete payment for Services within thirty (30) days of invoicing. Any requests for modification of this provision must be signed by an officer or department director of Weisser Engineering & Surveying.
3. Weisser Engineering & Surveying is an independent contractor. Nothing in this Agreement forms a partnership, joint venture, employment, franchise, master-servant, or agency relationship between Client and Weisser Engineering & Surveying.
4. WEISSER ENGINEERING & SURVEYING SHALL ONLY BE LIABLE FOR DAMAGE OR LOSS TO ANY PERSON OR PROPERTY TO THE EXTENT SUCH DAMAGE OR LOSS IS CAUSED BY WEISSER ENGINEERING & SURVEYING'S NEGLIGENT ACT OR OMISSION IN CONNECTION WITH THE SERVICES. WEISSER ENGINEERING & SURVEYING'S LIABILITY TO CLIENT OR ANY OTHER PARTY FOR CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT OR TORT OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL NOT EXCEED THE COMPENSATION PAID OR OWED TO WEISSER ENGINEERING & SURVEYING FOR SERVICES UNDER THIS AGREEMENT.
5. Client shall not solicit Weisser Engineering & Surveying employees for purposes of employment during the course of the Agreement or for a period of twelve (12) months thereafter. Client acknowledges and agrees that breach of this provision may result in irreparable and continuing damage to Weisser Engineering & Surveying, for which there would be no adequate remedy at law, and that, in the event of such breach, Weisser Engineering & Surveying may be entitled to equitable or injunctive relief and/or a decree for specific performance, in addition to all such other and further relief as may be available at law, in equity, or otherwise.
6. Upon request, Weisser Engineering & Surveying may make electronic files of its CAD drawings available to Client on an "as is" basis for informational purposes only that may not be relied upon for any other purpose. ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO ELECTRONIC FILES ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Since revisions or additions to design file drawings may occur at any time, Client agrees to indemnify, defend and hold harmless Weisser Engineering & Surveying, its officers, directors, agents, shareholders, and employees from and against any and all claims, suits, losses, damages or costs, including reasonable attorney's fees, arising from the use of outdated or amended design file drawings by Client or any third party, and such indemnification shall survive acceptance of said file(s) by Client or the termination of this Agreement. Client promises to notify any third party that the third party may not reasonably rely on electronic files, drawings, or documents not directly provided to such third party by Weisser Engineering & Surveying.
7. This Agreement shall be deemed entered into in Texas and shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, without reference to any rules of conflict of laws. Venue shall be in Houston, Harris County, Texas.
8. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions,

and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

9. This Agreement may be executed by facsimile or scanned and electronically transferred signatures. A copy of this Agreement bearing such a signature or signatures shall have the same force and effect as an original agreement with inked original signatures. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, scan, facsimile) is considered an original.
10. Client's failure to sign and return this Agreement to Weisser Engineering & Surveying within fifteen (15) days of Effective Date renders the Agreement voidable by Weisser Engineering & Surveying.
11. Notwithstanding anything to the contrary in this Agreement or any other ancillary documents, Weisser Engineering & Surveying shall not be responsible for delays caused by factors beyond Weisser Engineering & Surveying's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Weisser Engineering & Surveying's services or work product, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Weisser Engineering & Surveying's reasonable control occur, Client agrees that Weisser Engineering & Surveying shall not be responsible for damages, nor shall Weisser Engineering & Surveying be deemed in default of this Agreement or any other agreement.

We appreciate the opportunity to provide this proposal. If you have any questions or comments, please do not hesitate to contact Brian Boelsche, RPLS (bboelsche@weissereng.com).

The Client, by signing below, represents that he or she has the authority to enter into this Agreement, agrees to the terms and conditions in this Agreement, is willing to be the Responsible Party, promises to pay the invoiced amount within thirty (30) days of invoicing, and authorizes Weisser Engineering & Surveying to proceed with the Services as described above.

CLIENT	**WEISSER ENGINEERING & SURVEYING**
GC Engineering, Inc.	Taylor R. Sass
By: _____	By: _____
Printed Name: _____	Printed Name: Taylor R. Sass
Title: _____	Title: President & CEO
Date of Acceptance: _____	Date of Acceptance: 05/20/2026

Please provide an email address for Accounts Payable contact for invoicing purposes:

_____

EXHIBIT "B"
INSURANCE REQUIREMENTS

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

2. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

3. Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

5. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2026

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

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

PRODUCER
Professional Liability Insurers Inc.
Higginbotham Insurance Agency, Inc.
6101 Moon Street NE Suite 1000
Albuquerque NM 87111
License#: 2081754

CONTACT NAME: Eloise Hughes
PHONE (A/C, No, Ext): 505-822-8114 **FAX (A/C, No):** 505-822-0341
E-MAIL ADDRESS: ehughes@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Valley Forge Insurance Company	20508
INSURER C : Travelers Casualty And Surety Company Of America	31194
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
GC Engineering Inc
2505 Park Avenue
Pearland TX 77581
GCENGIN-01

COVERAGES **CERTIFICATE NUMBER:** 1790125761 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			7038388094	5/19/2026	5/19/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			7038388094	5/19/2026	5/19/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			7038388130	5/19/2026	5/19/2027	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7038388113	5/19/2026	5/19/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			0105394051	1/10/2026	1/10/2027	Each Claim Aggregate	2,000,000 2,000,000

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

CERTIFICATE HOLDER

Brazoria County
451 N. Velasco, Suite 230
Angleton TX 77515

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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EXHIBIT "C"
COMPLIANCE WITH LAWS

The Consultant agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to transportation projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors comply with applicable laws:

i. The Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. §§ 12101 et seq.; 28 C.F.R. § 35; 29 C.F.R. § 1630);

ii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.) and United States Department of Transportation regulation, 49 C.F.R. Part 21;

iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601 et seq.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to acquisitions by the Borrower of easements or other real property rights for the relocated facilities;

iv. Equal employment opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 F.R. 12319), any Executive Order amending such order, and implementing regulations (29 C.F.R. §§ 1625-27, 1630; 28 C.F.R. § 35; 41 C.F.R. § 60; and 49 C.F.R. § 27);

v. Restrictions governing the use of Federal appropriated funds for lobbying (31 U.S.C. § 1352; 49 C.F.R. § 20);

vi. The Clean Air Act, as amended (42 U.S.C. §§ 1857 et seq., as amended by Pub. L. 91-604);

vii. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.);

viii. The Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq., as amended by Pub. L. 92-500);

ix. The Endangered Species Act, 16 U.S.C. § 1531, et seq.

x. 23 U.S.C. §138 [49 U.S.C. §303]

xi. The health and safety requirements set forth in 23 C.F.R. § 635.108;

xii. The prevailing wage requirements set forth in 42 U.S.C. § 276a, 23 U.S.C. § 113, as supplemented by 29 C.F.R. Part 5, 23 C.F.R. §§ 635.117(f), 635.118 and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements;

xiii. The Buy America requirements set forth in Section 165 of the Surface Transportation Assistance Act of 1982 and implementing regulations (23 C.F.R. § 635.410);

xiv. The requirements of 23 U.S.C. §§ 101 et seq. and 23 C.F.R.; and

xv. The applicable requirements of 49 C.F.R. Part 26 relating to the Disadvantaged Business Enterprise program.

AGREED TO AND ACKNOWLEDGED THIS 30th **DAY OF** June **,** 2026

GC Engineering, Inc.

a Texas company

By: _____

Name: **Chandi Rodrigo, PE**

Title: **President**

Date: 6/30/2026

EXHIBIT "D"
CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at http://www.brazoria-county.com/purch/Index.asp.

NOT APPLICABLE

EXHIBIT "E"
CONFLICT OF INTEREST DISCLOSURE

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

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

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM.

Texas Local Government Code Chapter 176 can be found here:
http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

EXHIBIT "F"
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.22. **7/28/2026**

Engineering Services for the City of Brazoria Inflow and Infiltration Improvements Project

Approve the expenditure of $342,000.00 to Amani Engineering, Inc. to develop plans, specifications and estimates for the City of Brazoria Inflow and Infiltration Improvements Project.

Whereas, the attached scope of work identifies the services necessary to support the design process for the Project; and

Whereas, funds for this expenditure are available via the 2026 Road & Bridge Budget and are a part of the CDBG-MIT Contract in partnership with the General Land Office (GLO).

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.

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This Agreement for professional services ("Agreement") is made and entered into by and between **BRAZORIA COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as the "County" and Amani Engineering, Inc., a Texas Corporation, hereinafter referred to as "Consultant".

RECITALS

The County intends to oversee improvements to the City of Brazoria's Sewer System through the City of Brazoria Inflow and Infiltration Improvements Project., hereinafter called the "Project"

The County desires that Consultant perform certain professional engineering and related services in connection with the Project; and

Consultant represents that it is qualified and desires to perform such services.

In consideration of the mutual covenants, agreements and benefits to the Parties hereto, it is agreed as follows:

TERMS

Article 1
Scope of Agreement

1.01 The Consultant agrees to perform professional engineering services as set forth in the Exhibits attached hereto and incorporated herein.

Article 2
Character and Extent of Services

2.01 The Consultant shall perform its obligations under this Contract in accordance with the Scope of Work within the Consultant's proposal attached hereto as **Exhibit "A."** County and Consultant may agree to amend this contract. All amendments to this contract will be added as **"Exhibit F-*"** (F-1, F-2, etc.).

2.02 The Consultant and County agree and acknowledge that the County is entering into this Contract in reliance on the Consultant's competence and qualifications, as those were presented to County by Consultant with respect to professional services. The Consultant, in consideration for the compensation set forth expressly herein, shall at all times utilize its skill and attention to fully,

timely, and properly render professional services for the development of the Project to final completion as set out in, or reasonably inferred from, the Scope of Work. This shall be done in a manner utilizing the degree of care ordinarily used by Consultants performing similar services on projects of a similar nature and scope within the State of Texas.

2.03 The Consultant shall be represented by a professional engineer, who has been assigned by Consultant to manage the Project, licensed to practice in the State of Texas, at meetings of any official nature concerning the Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, pre-construction meetings and construction meetings with County and staff and/or its contractors, unless otherwise set forth in the Scope of Work or approved in writing by the County.

2.04 Work, labor, services, and materials to be furnished by Consultant shall fully comply with applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work. In the event of any change in the applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work for the Project, which occur after the Effective Date of the Contract, and which Consultant was not and should not reasonably have been aware of, which require changes to the Work that has already been completed by the Consultant, or require work outside the Scope of Work, then the Consultant and the County shall attempt to agree in writing on the required modifications to the Scope of Work and an equitable fee and time adjustment resulting from such additional Scope of Work. Conflicts between any applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work shall be brought to the attention of the County by Consultant.

2.05 Consultant shall comply with all Federal laws, including but not limited to, the specific laws identified and attached hereto as **Exhibit "C"** and incorporated herein and made part of this contract. The Consultant shall require and ensure that its contractors and subcontractors comply with all applicable laws.

2.06 All work provided under this Agreement shall conform to and be in the format required by Federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, the Federal Highways Administration, the Federal Emergency Management Agency, the Environmental Protection Agency, the Texas Commission on Environmental Quality, and the Texas Department of Transportation as applicable to the project. Other Federal and local funding sources may impose additional and/or differing requirements. The project may utilize funding from the following: grants, ad valorem taxes; general obligation bonds, which all requirements for this contract must adhere to the requirements.

2.07 Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

Article 3
Time for Performance

3.01 The Consultant shall complete the services called for in this Agreement as set forth in schedule specified in **Exhibit "A"** or as further modified in **Exhibit "F-*."** Consultant understands that time is of the essence to complete the services by the scheduled deadlines.

Article 4
Consultant Compensation

4.01 For and in consideration of the services rendered by the Consultant under Article 2, the County shall pay to the Consultant in accordance with its Fee Schedule in **Exhibit "A"** or as further modified in **Exhibit "F-*."**

Article 5
Time of Payment

5.01 Monthly payments shall be made based upon that portion of the work which has been completed. Consultant shall provide, no later than the last day of each calendar month a sworn statement to the County Engineer, setting forth the percentage of the services provided which were completed during such calendar month, the compensation due, Consultant's hourly rates, if applicable, subcontractor invoices and the respective backup documentation, and any other documentation required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Consultant certifying that the work was performed, it was authorized by the County Engineer and that all information contained in the invoice being submitted is true and correct.

5.02 Consultant agrees to maintain, for a period of five (5) years, detailed time records identifying each person performing the services, the date or dates that the services were performed, the applicable hourly rates, the total amount billed for each person and the total amount billed for all persons, and shall provide such other details as may be requested by the County Auditor for verification purposes. The Consultant shall retain its records and shall keep same available for inspection during regular business hours by County officials.

5.03 The Consultant's statement becomes due and payable within thirty (30) days after receipt and approval by County. The approval or payment shall not be considered to be evidence of performance by the Consultant to the point indicated by such statement or of receipt or acceptance by the County of the work covered by such statement.

Article 6
Compliance Standards

6.01 The Consultant agrees to perform the work hereunder in accordance with County's road and bridge specifications or Texas Department of Transportation road and bridge specifications, Brazoria County Drainage Criteria Manual and other generally accepted standards applicable

thereto, and shall use that degree of care and skill commensurate with the Consultants profession to comply with all applicable state, Federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and Consultant's performance.

Article 7
Procurement, Suspension and Debarment

7.01 The Consultant certifies by execution of this Agreement or Contract that it is not ineligible for such participation in Federal or state assistance programs. The Consultant further agrees to include this certification in all Agreements or Contracts between itself and any subcontractor in connection with the services performed under this Agreement or Contract. The Consultant also certifies that it will notify the County in writing if it is not in compliance with Federal or State assistance programs at any time during the term of this Agreement or Contract. The Consultant agrees to refund Brazoria County for any payments made to the Consultant that would have been properly payable or reimbursable from Federal or state funds but for the fact that such payment failed to comply with Federal or state assistance programs.

Article 8
Ownership of Documents, Copyright

8.01 The County shall be the absolute and unqualified owner of all drawings, preliminary layouts, electronic documents and drawings, record drawings, sketches, reports, and other documents completed or partially completed, mylar reproducibles, preliminary layouts, created, produced, developed, or prepared, pursuant to this Agreement, by the Consultant or its approved outside advisory or support consultants (collectively the "Documents") with the same force and effect as if the County prepared same.

8.02 Consultant shall deliver all Documents to County within thirty (30) days of the termination or upon completion of this Agreement, whichever occurs first.

8.03 The Consultant may retain one (1) set of reproducible copies of such documents and such copies shall be for the Consultant's sole use in preparation of studies or reports for Brazoria County only. The Consultant is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

8.04 County shall be the owner of all intellectual property rights of the services rendered hereunder including all rights of copyright therein.

Article 9
Public Contact

9.01 Contact with the news media, citizens of Brazoria County, the State of Texas or other governmental agencies shall be the responsibility of the County. Under no circumstances shall the Consultant release any material or information developed in the performance of its services hereunder without the express prior written permission of the County.

Article 10
Consultant's Insurance Requirements

10.01 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (except Professional Liability which is on a Claims Made policy) from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "B."**

10.02 County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.03 If required coverage is written on a claims-made basis, Consultant represents that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article 11
Indemnification

11.01 THE CONSULTANT SHALL INDEMNIFY THE COUNTY FROM AND AGAINST CLAIMS AND LIABILITY, PERFORMED UNDER THIS CONTRACT WHICH RESULT FROM NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL IN PROPORTION OF CONSULTANT'S LIABILITY BE RESPONSIBLE TO REIMBURSE THE COUNTY FOR REASONABLE EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE CONSULTANT, ITS AGENTS, OR EMPLOYEES.

11.02 CONSULTANTS DUTY TO INDEMNIFY COUNTY SHALL AS DESCRIBED ABOVE BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

Article 12
Dispute Resolution

12.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Consultant agree to submit the dispute to mediation.

12.02 All expenses associated with mediation shall be shared fifty (50) percent by each party.

12.03 The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law in equity under any applicable statutes of limitation.

Article 13
Termination

13.01 The County may terminate this Agreement at any time by notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, electronic data files, drawings and specifications of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

Article 14
Notice

14.01 Any notice permitted or required to be given to the County hereunder may be given by hand-delivery or certified United States mail, postage prepaid, return receipt requested addressed to:

County:	**Consultant:**
Brazoria County Engineer	Amani Engineering, Inc.
451 N. Velasco, Suite 230	11011 Richmond Avenue, Suite 700
Angleton, Texas 77515	Houston, Texas 77042
ATTN: Matthew Hanks, JD, PE	ATTN: Mahesh Dutta, P.E., CFM, ENV SP
Email: matth@brazoria-county.com	Email: mdutta@amaniengineering.com
Phone: 979-864-1265	Phone: 713-270-5700 x109

14.02 Such notice shall be deemed given upon receipt of hand-delivery or, if mailed, three days after the date of deposit of the notice in the United States mail as aforesaid.

Article 15
Successors and Assigns

15.01 Neither the County nor the Consultant shall assign, sublet, or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

Article 16
Applicable Law

16.01 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Brazoria County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

Article 17
Modifications

17.01 This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

Article 18
Authority of County Engineer

18.01 The County Engineer shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Consultant. His decision shall be final. It is mutually agreed by both parties that the County Engineer shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Engineer in such shall be final and binding alike on both parties hereto. But, nothing contained in this Article shall be construed to authorize the County Engineer to alter, vary or amend any of the terms or provisions of this Agreement.

Article 19
Severability

19.01 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Article 20
Merger

20.01 The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

Article 21
Boycott Verification

21.01 This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose

2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   (B) does business with a company described by Paragraph (A).

3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
   (A) means, with respect to the entity or association, to:
      (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

4. “Company” has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be

paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:

(A) does not boycott Israel currently;
(B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
(C) does not boycott energy companies currently;
(D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
(E) does not discriminate against a firearm entity of firearm trade association currently; and
(F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

21.02 All requirements of Subtitle A, Title 8 Government Code Chapter 808, apply to this contract and the Consultant, by signing below, hereby verifies its understanding of the exemptions contained therein.

21.03 Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of this subchapter.

Article 22
Attachments

22.01 The following attachments are a part of this Agreement:

Exhibit A	Scope of Work, Fee Schedule and Project Schedule
Exhibit B	County's minimum insurance requirements
Exhibit C	Compliance with Laws
Exhibit D	Certificate of Interested Parties
Exhibit E	Conflict of Interest Disclosure
Exhibit F	Contract Amendments (As Needed)

Article 22
Execution

23.01 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.

Brazoria County, Texas	**Amani Engineering, Inc.**
	a Texas company
By: _____	**By: _____**
L.M. (Matt) Sebesta, Jr	**Name: Mahesh Dutta, P.E., CFM, ENV SP**
County Judge	**Title: Executive Vice President**
Date: _____	**Date: 7/15/2026**

EXHIBIT "A"
SCOPE OF WORK, FEE SCHEDULE AND PROJECT SCHEDULE

INSERT PROPOSAL AND SCHEDULE

Amani Engineering, Inc.
• Engineers • Surveyors

July 15, 2026

Mr. Matt Hanks, P.E., CFM
County Engineer
Brazoria County Engineering
Courthouse West Annex
451 N. Velasco Street, Suite 230
Angleton, Texas 77515

Attn.: Mr. Wael Tabara, P.E., CFM.
Assistant County Engineer

Re: City of Brazoria Inflow and Infiltration (I&I) Improvements, CDBG – MIT Grant Project
RFSQ# 23-69; Fee Proposal for Engineering Services

Dear Mr. Hanks:

Thank you for selecting Amani Engineering, Inc. (Amani) to provide professional engineering services for the referenced project. Amani is pleased to provide this revised fee proposal for the services described herein.

BACKGROUND:

Brazoria County (County) is the contract administrator for the referenced project located in the City of Brazoria (City). The City operates and maintains the public infrastructure including the wastewater collection system in Brazoria, Texas.

Amani met with the County and City staff on April 6, and June 3, 2026, to discuss the scope for the I&I project. Based on the information provided in that meeting and subsequent email correspondence, Amani proposes the following scope of work, exclusions, deliverables, schedule and fee:

I. SCOPE OF WORK

BASIC ENGINEERING SERVICES:

- Provide engineering design for rehabilitation of approximately 20,000 LF of 6-inch and 8-inch diameter gravity sanitary sewers by pipe bursting method. Scope also includes rehabilitation of approximately 50 sanitary manholes by applying protective coating.
- Amani shall coordinate with the City to identify the sewer segments and manholes to be rehabilitated.
- Conforming to the City of Brazoria and Brazoria County standards, produce plans, specifications, cost estimates and construction contract documents.
- Submit design plans, specifications and cost estimates in PDF format to County, City and the GLO at each of the 60%, 90% and Bid Ready project milestones.
- Incorporate comments, as appropriate, from the City, County and GLO.
- Obtain final approvals from governing authorities and submit final, bid-ready design plans, specifications and estimate to County.
- Participate in client-led pre-bid conference.
- Provide information to County for inclusion in addenda necessitated by bidder's questions or clarifications to the contract documents.
- Participate in the client-led bid opening and prepare a bid tabulation and letter of recommendation to the County for award of construction contract.

ADDITIONAL SERVICES:

- Amani will perform the topographic surveying and SWPPP and TCP designs, as needed.

- Amani will perform utility coordination, as needed
- Amani will perform Changes to Drawings upon receipt of County's written request.
- Amani will perform the construction administration tasks as required by GLO, City, County and grant administrator, including preconstruction meeting monthly site observation, submittal reviews, contractor's RFIs, pay estimates reviews, change order requests, substantial completion and final inspection attendance and punch list.

II. EXCLUSIONS

- Environmental studies shall be conducted by others
- Drainage analysis and design
- Boundary surveys.
- Daily onsite construction inspection

III. DELIVERABLES:

- 60%, 90% and final, bid-ready design plans, specs and estimates in PDF format.

IV. SCHEDULE:

- Twenty (20) weeks for 60% submittal. Includes survey.
- Six (6) weeks for 90% submittal from receipt of the City's and County's comments to 60% submittal.
- Six (6) weeks for final, bid-ready submittal from receipt of the City's and County's comments to 90% submittal.

See enclosed detailed design and anticipated construction schedule.

V. FEE:

We propose a lump sum fee of $342,000.00 for the scope of work and deliverables included above. Fee breakdown is tabulated below:

Services	Fee %	Lump Sum Fee ($)
60% Design milestone submittal	30%	$102,600.00
90% Design milestone submittal	20%	$68,400.00
100% Design Approved	10%	$34,200.00
Bid Advertise	10%	$34,200.00
Construction Phase Services (billed equally on a monthly basis for the duration of construction)	25%	$85,500.00
As-Builts/Contract Close Out	5%	$17,100.00
Totals	**100%**	**$342,000.00**

Yours sincerely,
Amani Engineering, Inc.

Mahesh Dutta, P.E., CFM, ENV SP, PACP
Executive Vice President

TBPE Firm Reg. No. F-4528, TBPLS Firm Reg. No. 100282-00
HPK: db: md

EXHIBIT "B"
INSURANCE REQUIREMENTS

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

2. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

3. Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

5. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

EXHIBIT "C"
COMPLIANCE WITH LAWS

The Consultant agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to transportation projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors comply with applicable laws:

i. The Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. §§ 12101 et seq.; 28 C.F.R. § 35; 29 C.F.R. § 1630);

ii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.) and United States Department of Transportation regulation, 49 C.F.R. Part 21;

iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601 et seq.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to acquisitions by the Borrower of easements or other real property rights for the relocated facilities;

iv. Equal employment opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 F.R. 12319), any Executive Order amending such order, and implementing regulations (29 C.F.R. §§ 1625-27, 1630; 28 C.F.R. § 35; 41 C.F.R. § 60; and 49 C.F.R. § 27);

v. Restrictions governing the use of Federal appropriated funds for lobbying (31 U.S.C. § 1352; 49 C.F.R. § 20);

vi. The Clean Air Act, as amended (42 U.S.C. §§ 1857 et seq., as amended by Pub. L. 91-604);

vii. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.);

viii. The Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq., as amended by Pub. L. 92-500);

ix. The Endangered Species Act, 16 U.S.C. § 1531, et seq.

x. 23 U.S.C. §138 [49 U.S.C. §303]

xi. The health and safety requirements set forth in 23 C.F.R. § 635.108;

xii. The prevailing wage requirements set forth in 42 U.S.C. § 276a, 23 U.S.C. § 113, as supplemented by 29 C.F.R. Part 5, 23 C.F.R. §§ 635.117(f), 635.118 and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements;

xiii. The Buy America requirements set forth in Section 165 of the Surface Transportation Assistance Act of 1982 and implementing regulations (23 C.F.R. § 635.410);

xiv. The requirements of 23 U.S.C. §§ 101 et seq. and 23 C.F.R.; and

xv. The applicable requirements of 49 C.F.R. Part 26 relating to the Disadvantaged Business Enterprise program.

AGREED TO AND ACKNOWLEDGED THIS 15th DAY OF July, 2026

Amani Engineering, Inc.

a Texas company

By: _____

Name: Mahesh Dutta, P.E., CFM, ENV SP

Title: Executive Vice President

Date: 7/15/2026

EXHIBIT "D"
CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at http://www.brazoria-county.com/purch/Index.asp.

NOT APPLICABLE

EXHIBIT "E"
CONFLICT OF INTEREST DISCLOSURE

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

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

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM.

Texas Local Government Code Chapter 176 can be found here:
http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

EXHIBIT "F"
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.23. **7/28/2026**

Engineering Services for the City of Brazoria Ground Storage Tank Project

Approve the expenditure of $375,000.00 to Amani Engineering, Inc. to develop plans, specifications and estimates for the City of Brazoria Ground Storage Tank Project.

Whereas, the attached scope of work identifies the services necessary to support the design process for the Project; and

Whereas, funds for this expenditure are available via the 2026 Road & Bridge Budget and are a part of the CDBG-MIT Contract in partnership with the General Land Office (GLO).

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.

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This Agreement for professional services ("Agreement") is made and entered into by and between **BRAZORIA COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as the "County" and Amani Engineering, Inc., a Texas Corporation, hereinafter referred to as "Consultant".

RECITALS

The County intends to oversee improvements to the City of Brazoria's Water System through the City of Brazoria Ground Storage Tank Improvement Project., located at 200 W. Smith Street, Brazoria, Texas hereinafter called the "Project"

The County desires that Consultant perform certain professional engineering and related services in connection with the Project; and

Consultant represents that it is qualified and desires to perform such services.

In consideration of the mutual covenants, agreements and benefits to the Parties hereto, it is agreed as follows:

TERMS

Article 1
Scope of Agreement

1.01 The Consultant agrees to perform professional engineering services as set forth in the Exhibits attached hereto and incorporated herein.

Article 2
Character and Extent of Services

2.01 The Consultant shall perform its obligations under this Contract in accordance with the Scope of Work within the Consultant's proposal attached hereto as **Exhibit "A."** County and Consultant may agree to amend this contract. All amendments to this contract will be added as **"Exhibit F-*"** (F-1, F-2, etc.).

2.02 The Consultant and County agree and acknowledge that the County is entering into this Contract in reliance on the Consultant's competence and qualifications, as those were presented to County by Consultant with respect to professional services. The Consultant, in consideration for the compensation set forth expressly herein, shall at all times utilize its skill and attention to fully,

timely, and properly render professional services for the development of the Project to final completion as set out in, or reasonably inferred from, the Scope of Work. This shall be done in a manner utilizing the degree of care ordinarily used by Consultants performing similar services on projects of a similar nature and scope within the State of Texas.

2.03 The Consultant shall be represented by a professional engineer, who has been assigned by Consultant to manage the Project, licensed to practice in the State of Texas, at meetings of any official nature concerning the Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, pre-construction meetings and construction meetings with County and staff and/or its contractors, unless otherwise set forth in the Scope of Work or approved in writing by the County.

2.04 Work, labor, services, and materials to be furnished by Consultant shall fully comply with applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work. In the event of any change in the applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work for the Project, which occur after the Effective Date of the Contract, and which Consultant was not and should not reasonably have been aware of, which require changes to the Work that has already been completed by the Consultant, or require work outside the Scope of Work, then the Consultant and the County shall attempt to agree in writing on the required modifications to the Scope of Work and an equitable fee and time adjustment resulting from such additional Scope of Work. Conflicts between any applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work shall be brought to the attention of the County by Consultant.

2.05 Consultant shall comply with all Federal laws, including but not limited to, the specific laws identified and attached hereto as **Exhibit "C"** and incorporated herein and made part of this contract. The Consultant shall require and ensure that its contractors and subcontractors comply with all applicable laws.

2.06 All work provided under this Agreement shall conform to and be in the format required by Federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, the Federal Highways Administration, the Federal Emergency Management Agency, the Environmental Protection Agency, the Texas Commission on Environmental Quality, and the Texas Department of Transportation as applicable to the project. Other Federal and local funding sources may impose additional and/or differing requirements. The project may utilize funding from the following: grants, ad valorem taxes; general obligation bonds, which all requirements for this contract must adhere to the requirements.

2.07 Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

Article 3
Time for Performance

3.01 The Consultant shall complete the services called for in this Agreement as set forth in schedule specified in **Exhibit "A"** or as further modified in **Exhibit "F-*."** Consultant understands that time is of the essence to complete the services by the scheduled deadlines.

Article 4
Consultant Compensation

4.01 For and in consideration of the services rendered by the Consultant under Article 2, the County shall pay to the Consultant in accordance with its Fee Schedule in **Exhibit "A"** or as further modified in **Exhibit "F-*."**

Article 5
Time of Payment

5.01 Monthly payments shall be made based upon that portion of the work which has been completed. Consultant shall provide, no later than the last day of each calendar month a sworn statement to the County Engineer, setting forth the percentage of the services provided which were completed during such calendar month, the compensation due, Consultant's hourly rates, if applicable, subcontractor invoices and the respective backup documentation, and any other documentation required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Consultant certifying that the work was performed, it was authorized by the County Engineer and that all information contained in the invoice being submitted is true and correct.

5.02 Consultant agrees to maintain, for a period of five (5) years, detailed time records identifying each person performing the services, the date or dates that the services were performed, the applicable hourly rates, the total amount billed for each person and the total amount billed for all persons, and shall provide such other details as may be requested by the County Auditor for verification purposes. The Consultant shall retain its records and shall keep same available for inspection during regular business hours by County officials.

5.03 The Consultant's statement becomes due and payable within thirty (30) days after receipt and approval by County. The approval or payment shall not be considered to be evidence of performance by the Consultant to the point indicated by such statement or of receipt or acceptance by the County of the work covered by such statement.

Article 6
Compliance Standards

6.01 The Consultant agrees to perform the work hereunder in accordance with County's road and bridge specifications or Texas Department of Transportation road and bridge specifications, Brazoria County Drainage Criteria Manual and other generally accepted standards applicable

thereto, and shall use that degree of care and skill commensurate with the Consultants profession to comply with all applicable state, Federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and Consultant's performance.

Article 7
Procurement, Suspension and Debarment

7.01 The Consultant certifies by execution of this Agreement or Contract that it is not ineligible for such participation in Federal or state assistance programs. The Consultant further agrees to include this certification in all Agreements or Contracts between itself and any subcontractor in connection with the services performed under this Agreement or Contract. The Consultant also certifies that it will notify the County in writing if it is not in compliance with Federal or State assistance programs at any time during the term of this Agreement or Contract. The Consultant agrees to refund Brazoria County for any payments made to the Consultant that would have been properly payable or reimbursable from Federal or state funds but for the fact that such payment failed to comply with Federal or state assistance programs.

Article 8
Ownership of Documents, Copyright

8.01 The County shall be the absolute and unqualified owner of all drawings, preliminary layouts, electronic documents and drawings, record drawings, sketches, reports, and other documents completed or partially completed, mylar reproducibles, preliminary layouts, created, produced, developed, or prepared, pursuant to this Agreement, by the Consultant or its approved outside advisory or support consultants (collectively the "Documents") with the same force and effect as if the County prepared same.

8.02 Consultant shall deliver all Documents to County within thirty (30) days of the termination or upon completion of this Agreement, whichever occurs first.

8.03 The Consultant may retain one (1) set of reproducible copies of such documents and such copies shall be for the Consultant's sole use in preparation of studies or reports for Brazoria County only. The Consultant is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

8.04 County shall be the owner of all intellectual property rights of the services rendered hereunder including all rights of copyright therein.

Article 9
Public Contact

9.01 Contact with the news media, citizens of Brazoria County, the State of Texas or other governmental agencies shall be the responsibility of the County. Under no circumstances shall the Consultant release any material or information developed in the performance of its services hereunder without the express prior written permission of the County.

Article 10
Consultant's Insurance Requirements

10.01 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (except Professional Liability which is on a Claims Made policy) from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "B."**

10.02 County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.03 If required coverage is written on a claims-made basis, Consultant represents that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article 11
Indemnification

11.01 THE CONSULTANT SHALL INDEMNIFY THE COUNTY FROM AND AGAINST CLAIMS AND LIABILITY, PERFORMED UNDER THIS CONTRACT WHICH RESULT FROM NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL IN PROPORTION OF CONSULTANT'S LIABILITY BE RESPONSIBLE TO REIMBURSE THE COUNTY FOR REASONABLE EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE CONSULTANT, ITS AGENTS, OR EMPLOYEES.

11.02 CONSULTANTS DUTY TO INDEMNIFY COUNTY SHALL AS DESCRIBED ABOVE BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

Article 12
Dispute Resolution

12.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Consultant agree to submit the dispute to mediation.

12.02 All expenses associated with mediation shall be shared fifty (50) percent by each party.

12.03 The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law in equity under any applicable statutes of limitation.

Article 13
Termination

13.01 The County may terminate this Agreement at any time by notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, electronic data files, drawings and specifications of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

Article 14
Notice

14.01 Any notice permitted or required to be given to the County hereunder may be given by hand-delivery or certified United States mail, postage prepaid, return receipt requested addressed to:

County:	**Consultant:**
Brazoria County Engineer	Amani Engineering, Inc.
451 N. Velasco, Suite 230	11011 Richmond Avenue, Suite 700
Angleton, Texas 77515	Houston, Texas 77042
ATTN: Matthew Hanks, JD, PE	ATTN: Mahesh Dutta, P.E., CFM, ENV SP
Email: matth@brazoria-county.com	Email: mdutta@amaniengineering.com
Phone: 979-864-1265	Phone: 713-270-5700 x109

14.02 Such notice shall be deemed given upon receipt of hand-delivery or, if mailed, three days after the date of deposit of the notice in the United States mail as aforesaid.

Article 15
Successors and Assigns

15.01 Neither the County nor the Consultant shall assign, sublet, or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

Article 16
Applicable Law

16.01 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Brazoria County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

Article 17
Modifications

17.01 This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

Article 18
Authority of County Engineer

18.01 The County Engineer shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Consultant. His decision shall be final. It is mutually agreed by both parties that the County Engineer shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Engineer in such shall be final and binding alike on both parties hereto. But, nothing contained in this Article shall be construed to authorize the County Engineer to alter, vary or amend any of the terms or provisions of this Agreement.

Article 19
Severability

19.01 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Article 20
Merger

20.01 The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

Article 21
Boycott Verification

21.01 This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose

2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   (B) does business with a company described by Paragraph (A).

3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
   (A) means, with respect to the entity or association, to:
      (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be

paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:

(A) does not boycott Israel currently;
(B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
(C) does not boycott energy companies currently;
(D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
(E) does not discriminate against a firearm entity of firearm trade association currently; and
(F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

21.02 All requirements of Subtitle A, Title 8 Government Code Chapter 808, apply to this contract and the Consultant, by signing below, hereby verifies its understanding of the exemptions contained therein.

21.03 Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of this subchapter.

Article 22
Attachments

22.01 The following attachments are a part of this Agreement:

Exhibit A	Scope of Work, Fee Schedule and Project Schedule
Exhibit B	County's minimum insurance requirements
Exhibit C	Compliance with Laws
Exhibit D	Certificate of Interested Parties
Exhibit E	Conflict of Interest Disclosure
Exhibit F	Contract Amendments (As Needed)

Article 22
Execution

23.01 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.

Brazoria County, Texas	**Amani Engineering, Inc.**
	a Texas company
By: _____	**By:** _____
L.M. (Matt) Sebesta, Jr	**Name: Mahesh Dutta, P.E., CFM, ENV SP**
County Judge	**Title: Executive Vice President**
Date: _____	**Date: 7/1/2026**

EXHIBIT "A"
SCOPE OF WORK, FEE SCHEDULE AND PROJECT SCHEDULE

INSERT PROPOSAL AND SCHEDULE

Amani Engineering, Inc.
• Engineers • Surveyors

July 1, 2026

Mr. Matt Hanks, P.E., CFM
County Engineer
Brazoria County Engineering
Courthouse West Annex
451 N. Velasco Street, Suite 230
Angleton, Texas 77515

Attn.: Mr. Wael Tabara, P.E., CFM.
Assistant County Engineer

Re: City of Brazoria Smith Street Ground Storage Tank, CDBG – MIT Grant Project
RFSQ# 23-69; Fee Proposal for Engineering Services – Revision 1

Dear Mr. Hanks:

Thank you for selecting Amani Engineering, Inc. (Amani) to provide professional engineering services for the referenced project. Amani is pleased to provide this revised fee proposal for the services described herein.

BACKGROUND:

Brazoria County (County) is the contract administrator for the referenced project located in the City of Brazoria (City). The City operates and maintains the public infrastructure including the Smith Street Water Plant, located at 200 W. Smith Street, Brazoria, Texas. The water plant currently includes 2 ground storage tanks. One of the tanks with a storage capacity of 425,000 gallons is a bolted metal tank and is leaking. There is also a chemical feed system (ammonia and chlorine treatment) which is out of service.

Amani met with the County and City staff on April 6, 2026. Based on the information provided in that meeting, Amani proposes the following scope of work, exclusions, deliverables, schedule and fee:

I. SCOPE OF WORK

BASIC ENGINEERING SERVICES:

- Provide engineering design for a new 425,000 gallons welded or galvanized bolted storage tank to replace the existing leaking storage tank.
- Design new systems to replace existing chemical feed systems (ammonia and chlorine).
- Conforming to the City of Brazoria standards, produce plans, specifications, cost estimates and construction contract documents.
- Submit design plans, specifications and cost estimates in PDF format to County, City and the GLO at each of the 60%, 90% and Bid Ready project milestones.
- Incorporate comments, as appropriate, from the City, County and GLO.
- Obtain final approvals from governing authorities and submit final, bid-ready design plans, specifications and estimate to County.
- Participate in client-led pre-bid conference.
- Provide information to County for inclusion in addenda necessitated by bidder's questions or clarifications to the contract documents.
- Participate in the client-led bid opening and prepare a bid tabulation and letter of recommendation to the County for award of construction contract.

ADDITIONAL SERVICES:

- Amani will perform the topographic surveying and SWPPP and TCP designs, as needed.
- PSI will serve as our subconsultant for geotechnical investigations.
- Amani will perform utility coordination, as needed
- Amani will perform Changes to Drawings upon receipt of County's written request.
- Amani will perform the construction administration tasks as required by GLO, City, County and grant administrator, including preconstruction meeting monthly site observation, submittal reviews, contractor's RFIs, pay estimates reviews, change order requests, substantial completion and final inspection attendance and punch list.

II. EXCLUSIONS

- Environmental studies shall be conducted by others
- Drainage analysis and design
- Boundary surveys.
- Daily onsite construction inspection

III. DELIVERABLES:

- 60%, 90% and final, bid-ready design plans, specs and estimates in PDF format.

IV. SCHEDULE:

- Twenty (20) weeks for 60% submittal. Includes survey.
- Six (6) weeks for 90% submittal from receipt of the City's and County's comments to 60% submittal.
- Six (6) weeks for final, bid-ready submittal from receipt of the City's and County's comments to 90% submittal.

See enclosed detailed design and anticipated construction schedule.

V. FEE:

We propose a lump sum fee of $375,000.00 for the scope of work and deliverables included above. Fee breakdown is tabulated below:

Services	Fee %	Lump Sum Fee ($)
60% Design milestone submittal	30%	$112,500.00
90% Design milestone submittal	20%	$75,000.00
100% Design Approved	10%	$37,500.00
Bid Advertise	10%	$37,500.00
Construction Phase Services (billed equally on a monthly basis for the duration of construction)	25%	$93,750.00
As-Builts/Contract Close Out	5%	$18,750.00
Totals	**100%**	**$375,000.00**

Yours sincerely,
Amani Engineering, Inc.

Mahesh Dutta, P.E., CFM, ENV SP, PACP
Executive Vice President

TBPE Firm Reg. No. F-4528, **TBPLS Firm Reg. No. 100282-00**
HPK: db: md

Attachments: Exhibit 1: Project Schedule

EXHIBIT "B"
INSURANCE REQUIREMENTS

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

2. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

3. Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

5. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

EXHIBIT "C"
COMPLIANCE WITH LAWS

The Consultant agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to transportation projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors comply with applicable laws:

i. The Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. §§ 12101 et seq.; 28 C.F.R. § 35; 29 C.F.R. § 1630);

ii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.) and United States Department of Transportation regulation, 49 C.F.R. Part 21;

iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601 et seq.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to acquisitions by the Borrower of easements or other real property rights for the relocated facilities;

iv. Equal employment opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 F.R. 12319), any Executive Order amending such order, and implementing regulations (29 C.F.R. §§ 1625-27, 1630; 28 C.F.R. § 35; 41 C.F.R. § 60; and 49 C.F.R. § 27);

v. Restrictions governing the use of Federal appropriated funds for lobbying (31 U.S.C. § 1352; 49 C.F.R. § 20);

vi. The Clean Air Act, as amended (42 U.S.C. §§ 1857 et seq., as amended by Pub. L. 91-604);

vii. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.);

viii. The Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq., as amended by Pub. L. 92-500);

ix. The Endangered Species Act, 16 U.S.C. § 1531, et seq.

x. 23 U.S.C. §138 [49 U.S.C. §303]

xi. The health and safety requirements set forth in 23 C.F.R. § 635.108;

xii. The prevailing wage requirements set forth in 42 U.S.C. § 276a, 23 U.S.C. § 113, as supplemented by 29 C.F.R. Part 5, 23 C.F.R. §§ 635.117(f), 635.118 and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements;

xiii. The Buy America requirements set forth in Section 165 of the Surface Transportation Assistance Act of 1982 and implementing regulations (23 C.F.R. § 635.410);

xiv. The requirements of 23 U.S.C. §§ 101 et seq. and 23 C.F.R.; and

xv. The applicable requirements of 49 C.F.R. Part 26 relating to the Disadvantaged Business Enterprise program.

AGREED TO AND ACKNOWLEDGED THIS __1st___ DAY OF _____July_____, 2026

Amani Engineering, Inc.

a Texas company

By: _____

Name: Mahesh Dutta, P.E., CFM, ENV SP

Title: Executive Vice President

Date: __7/1/2026_____

EXHIBIT "D"
CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at http://www.brazoria-county.com/purch/Index.asp.

NOT APPLICABLE

EXHIBIT "E"
CONFLICT OF INTEREST DISCLOSURE

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

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

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM.

Texas Local Government Code Chapter 176 can be found here:
http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

EXHIBIT "F"
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.24. **7/28/2026**

Order Setting Public Hearing - Request to Cancel a Subdivision

Item pulled from Agenda

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.25. **7/28/2026**

City of Iowa Colony Annexation (Partial County Road 81)

Approve submitting the attached Request for Annexation of a portion of County Roady 81 also known as Bullard Parkway, beginning at the East segment of Bullard Parkway from Caldwell to Canterra Creek (Exhibit A).

Further, that the County Judge, on behalf of Brazoria County, be authorized to sign attached documents and any other documents pertaining to the annexation.

It is further ordered that a certified copy of this order be delivered to the County Engineer.

REQUEST BY BRAZORIA COUNTY FOR ANNEXATION OF COUNTY ROAD 81 – BULLARD ROAD RIGHT OF WAY CITY OF IOWA COLONY

1. Brazoria County, Texas ("the County") is the political subdivision that maintains the roads and road rights of way herein described and is the owner of those roads and road rights of way ("the Annexation Area").

2. The Annexation Area is described as follows: **Portion of County Road 81 also known as Bullard Parkway, East segment, from Caldwell to Canterra Creek**, more fully described as Exhibit "A," which is attached hereto and incorporated herein in full.

3. Brazoria County, Texas, hereby requests that the City of Iowa Colony, Texas, annex the Annexation Area.

4. This request for annexation is authorized by Section 43.1055 of the Texas Local Government Code and any other applicable law.

BRAZORIA COUNTY, TEXAS

_____
L. M. "MATT" SEBESTA, JR.,
COUNTY JUDGE

ATTEST:
BRAZORIA COUNTY CLERK

By: _____

Printed Name: _____

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me, on the ____ day of _____, 2026, by **L. M. "Matt" Sebesta, Jr., as County Judge**, on behalf of Brazoria County, Texas.

_____
Notary Public in and for the State of Texas

EXHIBIT "A"
ANNEXATION AREA

Brazoria County GIS WebApp Public Use

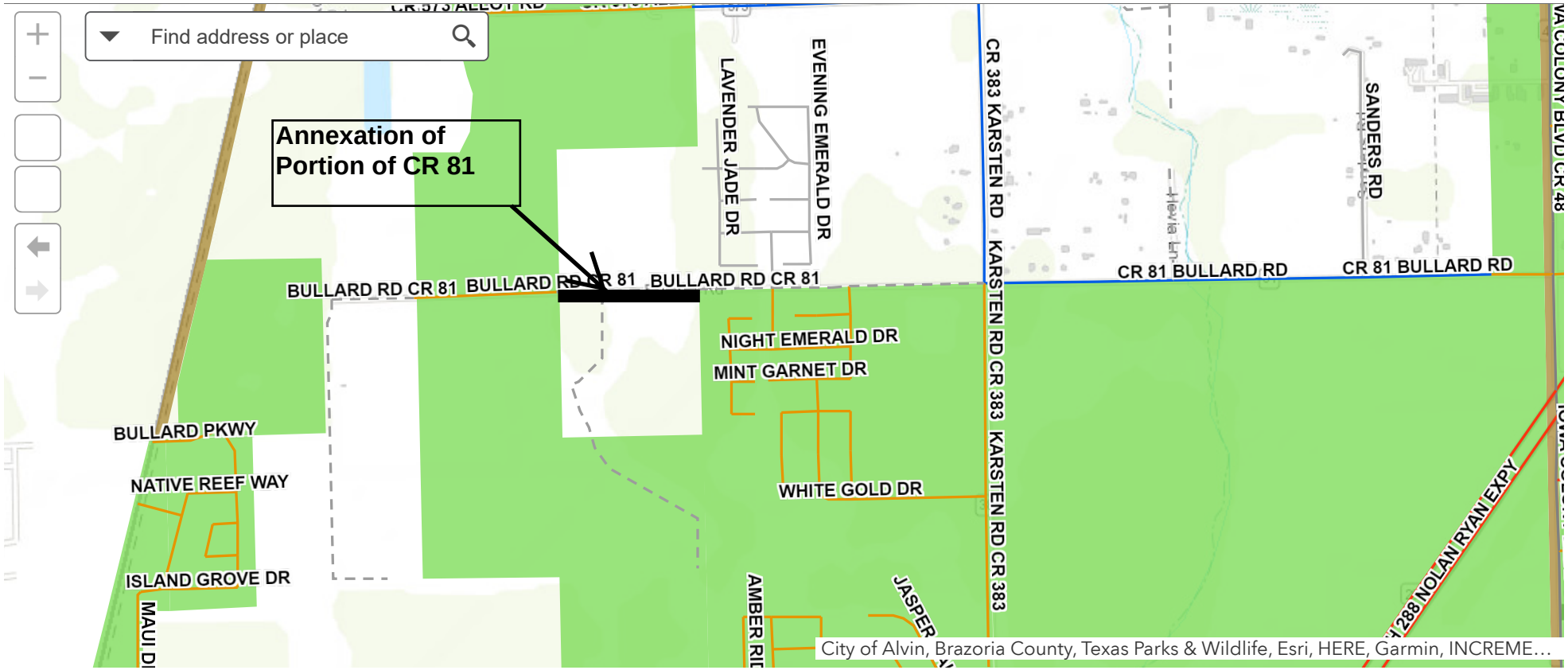

EXHIBIT A

0.4km
0.3mi

-95.436 29.467 Degrees

REQUEST BY BRAZORIA COUNTY FOR ANNEXATION OF COUNTY ROAD 81 – BULLARD ROAD RIGHT OF WAY CITY OF IOWA COLONY

1. Brazoria County, Texas ("the County") is the political subdivision that maintains the roads and road rights of way herein described and is the owner of those roads and road rights of way ("the Annexation Area").

2. The Annexation Area is described as follows: **Portion of County Road 81 also known as Bullard Parkway, East segment, from Caldwell to Canterra Creek**, more fully described as Exhibit "A," which is attached hereto and incorporated herein in full.

3. Brazoria County, Texas, hereby requests that the City of Iowa Colony, Texas, annex the Annexation Area.

4. This request for annexation is authorized by Section 43.1055 of the Texas Local Government Code and any other applicable law.

BRAZORIA COUNTY, TEXAS

L. M. "MATT" SEBESTA, JR.,
COUNTY JUDGE

ATTEST:
BRAZORIA COUNTY CLERK

By: _____

Printed Name: Joyce Hudman

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me, on the 28th day of July, 2026, by **L. M. "Matt" Sebesta, Jr., as County Judge**, on behalf of Brazoria County, Texas.

J. GESERICK
Notary Public-State of Texas
Notary ID #128894954
Commission Exp. FEB. 16, 2028

Notary Public in and for the State of Texas

EXHIBIT "A"
ANNEXATION AREA

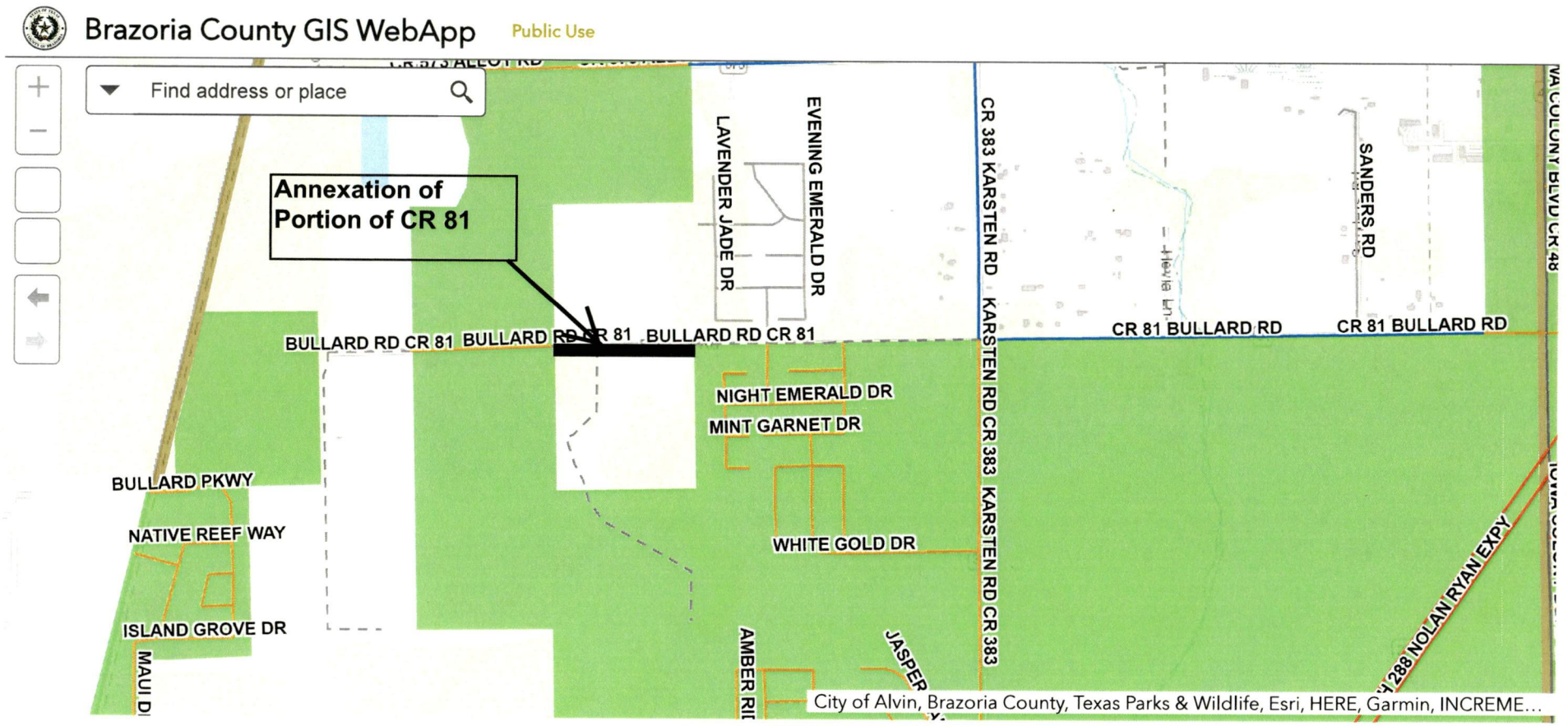

EXHIBIT A

0.4km
0.3mi

-95.436 29.467 Degrees

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.26. **7/28/2026**

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

Pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Transportation Code, Section 251.012, the County agrees to provide personnel and equipment at its own expense to assist the following cities / towns subject to the approval of the County Engineer as set forth in Section 1.3.

CITY OF HILLCREST VILLAGE

Sign Maintenance - E. Wildwinn at Riverside

Patch Potholes - W. Timberlane

CITY OF IOWA COLONY

Grade Ditch - 11725 CR 48

CITY OF RICHWOOD

Culvert Set - 33626 Blue Marlin

IB26-HV
(HILLCREST VILLAGE)
City ID Code 760

Tricia Simmons

From: Hillcrest Village Secretary <secretary@hillcrestvillagetx.gov>
Sent: Monday, June 29, 2026 6:14 PM
To: Tricia Simmons
Subject: [EXTERNAL] stop sign down

Follow Up Flag: Follow up
Flag Status: Flagged

Tricia,

Can we please get someone to help reinstall a down stop sign at E. Wildwinn and Riverside Dr.

Thanks,
Amanda Hanlon
City Secretary
City of Hillcrest Village
Office: 281-756-0577
www.hillcrestvillagetx.gov
Office hours: M-Th 8 am-4pm

This message, as well as any files or documents attached to it, contains information which may be privileged, confidential and exempt from disclosure under applicable law. It is intended only for the use of the person or entity to which it is addressed. Unless you are the addressee (or authorized to receive for the addressee), you are hereby notified that the copying, distribution or other use of this message is strictly prohibited. You may not use, copy or disclose to anyone the message or any information contained in the message. If you have received this message in error, please advise the sender immediately by reply e-mail or telephone and destroy all forms of this message.

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N/1

AGREED _____
Brazoria County Engineer
Date Approved 7-28-26 Date Completed _____
WO# _____
COMMENTS

IB26-HV
(HILLCREST VILLAGE)
City ID Code 760

Tricia Simmons

From: Hillcrest Village Secretary <secretary@hillcrestvillagetx.gov>
Sent: Tuesday, June 30, 2026 11:32 AM
To: Tricia Simmons
Subject: Re: [EXTERNAL] HV potholes

Follow Up Flag: Follow up
Flag Status: Flagged

Please do.

Add another location of W. Timberlane - there are two potholes between 207 W. Timberlane home and the speed hump.

Thanks,
Amanda Hanlon
City Secretary
City of Hillcrest Village
Office: 281-756-0577
www.hillcrestvillagetx.gov
Office hours: M-Th 8 am-4pm

This message, as well as any files or documents attached to it, contains information which may be privileged, confidential and exempt from disclosure under applicable law. It is intended only for the use of the person or entity to which it is addressed. Unless you are the addressee (or authorized to receive for the addressee), you are hereby notified that the copying, distribution or other use of this message is strictly prohibited. You may not use, copy or disclose to anyone the message or any information contained in the message. If you have received this message in error, please advise the sender immediately by reply e-mail or telephone and destroy all forms of this message.

From: Tricia Simmons <TriciaS@brazoriacountytx.gov>
Sent: Thursday, June 25, 2026 3:16 PM
To: Hillcrest Village Secretary <secretary@hillcrestvillagetx.gov>
Subject: RE: [EXTERNAL] HV potholes

Good Afternoon:

I can add this to the next agenda (July 14th).

Additionally, I will be out all next week on vacation with limited access to emails.

Have a great Fourth of July!

Regards,

Tricia L. Simmons
Administrative Assistant
Interlocal Coordinator
Brazoria County Engineering

N/1
AGREED _____
Brazoria County Engineer
Date Approved 7-28-26 Date Completed _____
WO# _____
COMMENTS

IB26-IC
(IOWA COLONY)
City ID Code 275

CITY OF IOWA COLONY

12003 Iowa
Iowa Colony
Phone: 281-369-2471
Fax: 281-369-0005
www.cityofiowacolony.com

June 29, 2026

Mr. Matt Hanks, P.E.
County Engineer
451 N Velasco Suite 230
Angleton, Texas 77515

Dear Mr. Hanks,

City of Iowa Colony is requesting Brazoria County to grade the ditch southward at address 11725 CR 48 in Iowa Colony, TX, 77583.

For further information, you may contact Public Works at (346)278-4508

Sincerely,
Jeremy Franks
Herb Anderson

C/4

AGREED _____
Brazoria County Engineer
Date Approved 7-28-26 Date Completed _____
WO# _____
COMMENTS

464

IB26-RI
(RICHWOOD)
City ID Code 733

Tricia Simmons

From: Laura Tyner <ltyner@richwoodtx.gov>
Sent: Friday, July 10, 2026 10:26 AM
To: ENGINEER INTERLOCALS
Subject: [EXTERNAL] 33626 Blue Marlin Dr Richwood Texas 77515

Please put on the agenda to set culverts.

33626 Blue Marlin Dr, Richwood Tx 77515
24 inch diameter culverts
5 total

Oliver Garcia
979-292-4912

City of Richwood

REGARDS,

Laura

LAURA TYNER
CITY SECRETARY

ltyner@richwoodtx.gov
979-265-2082
www.richwoodtx.gov

Be advised that emails are subject to the Texas Public Information Act.
City emails should not be considered confidential.
ELECTED OFFICIALS, BOARD AND COMMITTEE MEMBERS:
A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

RICHWOOD
Texas

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 p
through the County's computer system by any County
record, subject to public inspection under the laws of

5/1

AGREED _____
Brazoria County Engineer
Date Approved 7-28-26 Date Completed _____
WO# _____
COMMENTS

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.27. **7/28/2026**

Close, Vacate, and Abandon Part of a Public Road and Its Rights-of-Way of Record in Abstract 280 (Precinct 4)

Whereas, the Court finds that the requisites of Texas Transportation Code 251.051 - Closing, Vacating and Abandoning Public Road - have been met in regards to a portion of a Public Road and its right-of-way identified in Volume 7, Page 23 in the Plat Records of Brazoria County, within the Braebend Estates Subdivision of the H.T & B.R.R. Co Survey, Abstract 280; and

Whereas, a 1.26 acre-parcel out of the H.T & B.R.R. Co Survey, Abstract 280, in Brazoria County, Texas, County Clerk's Document Nos. 2016056700, 2022040491, and 2024016939 of the Brazoria County Clerk's Records, includes Lots 13, 27, 54, and 53, Blocks 15 and 18, recorded in Volume 7, Page 23 of the Plat Records of Brazoria County, as are currently divided by certain public rights-of-way; and

Whereas, Michael Phillips, Patricia Lynn Phillips, and John B. Benkenstein, the current owners of the tracts of land that abut said public rights-of-way, in the Braebend Estates Subdivision, Abstract 280, Brazoria County, Texas being that certain Lots 13, 27, 54, and 53, Blocks 15 and 18, according to map or plat thereof recorded in Volume 7, Page 23, Plat Records, Brazoria County, Texas; and

Whereas, each of the above owners has submitted written requests for the abandonment of the 60' rights-of-way located between the tracts; and

Whereas, the 60' in width public rights-of-way are not being used for access to any adjoining properties; and

Whereas, the Court finds that no apparent public interest would be served by retaining the portion of the public road and its right-of-way; and

Whereas, the Court finds that this conveyance is subject to the continued use by any public utility or common carrier of utility infrastructure as set forth in Texas Transportation Code Section 251.058(f) located in the road rights-of-way and in existence prior to the date this Order is approved; and

Pursuant to Texas Transportation Code, Section 251.058 - Closing, Abandoning, and Vacating Public Road - title to part of a Public road and its rights-of-way, shall vest on this date to the owners of the following property that abuts the portion public rights-of-way being closed, abandoned, and vacated:

Property Owner	**Recorded Deed**
Michael Phillips	2016056700 2022040491
John B. Benkenstein	2022040491
Patricia Lynn Phillips	2024016939

The Section and or Dimensions being granted and conveyed to each property owner shall be the portion of the public rights-of-way that abuts the respective property owner's property to the center of the road. *See Exhibit "A"*.

The County, as Grantor, hereby grants and conveys unto the respective property owner(s) as Grantee(s), the(their) respective section that abuts the current part of a public rights-of-way as set forth on the attached Exhibit "A".

Pursuant to Texas Transportation Code, Section 251.058(b), the County Clerk is hereby ordered to file a copy of this Order in the Official Records of Brazoria County along with Exhibit "A". This document shall serve as the official instrument of conveyance from the County to the owner(s) of the abutting property identified above.

Further, ordered that a copy of this order be sent to the County Engineering Department.

THE MICHAEL M. PHILLIPS LAW FIRM, P.C.

MICHAEL M. PHILLIPS
PHILLIPS BUILDING
515 N. VELASCO STREET
ANGLETON, TEXAS 77515

MAILING:
P. O. BOX 1030
ANGLETON, TEXAS 77516-1030

TELEPHONE: 979-849-4382
FACSIMILE: 979-849-1409
E-MAIL: MICHAEL@MPHILLIPSLAW.COM

June 28, 2024

Matt Hanks, County Engineer
451 N. Velasco, Suite 230
Angleton, TX 77515

Via USPS Priority Mail

RE: Petition to Abandon 0.275 ac "Road Easement"

Dear Mr. Hanks,

I am one of the lot owners and represent as attorney all lot owners on the portion of Loop Drive that we are requesting be closed. Loop Drive and a portion of Phyllis Street were previously closed in 2021 and subsequently transferred to me as reflected in filed document 2017012964. Subsequently I purchased individually Lot 53 in Block 18 as reflected in Deed index 2016056700. I purchased as a co-tenant with John B. Benkenstein Jr. Lot 54 in Block 18 as reflected in Deed reference 2022040491. I transferred to Patricia Lynn Phillips Lot 27 Block 15 and Lot13 Block 15 as reflected in Deed index 2024016939.

As property owners of the previously identified lots I am requesting the abandonment of the following described section of Loop Drive to leave it connected to Marydean St with a continuous ROW as reflected in the Baker and Lawson Survey dated 6/24/2024 of a 0.275 ac tract that is attached to this letter requesting Petition to Abandon.

I am authorized to request that the abandoned ROW be transferred to me as Michael M. Phillips Trustee so that subsequent a subsequent transfer can be accomplished to Patricia Lynn Phillips and John B. Benkenstein Jr as per existing agreements between landowners.

As I cannot see any future value in a road at this location and an unmaintained easement could cause a security issue, I would like to petition the county to abandon this road easement.

I can be reached by phone at (979) 849-4382 or e-mail at michael@mphillipslaw.com. Once you have completed an initial review of this location its abandonment will be justified. Currently, this property is not in the extraterritorial jurisdiction of any city and will be only subject to the Brazoria County Commissioners Court for execution of the abandonment decision.

I certainly appreciate the time that you will provide me and my clients in review of this request.

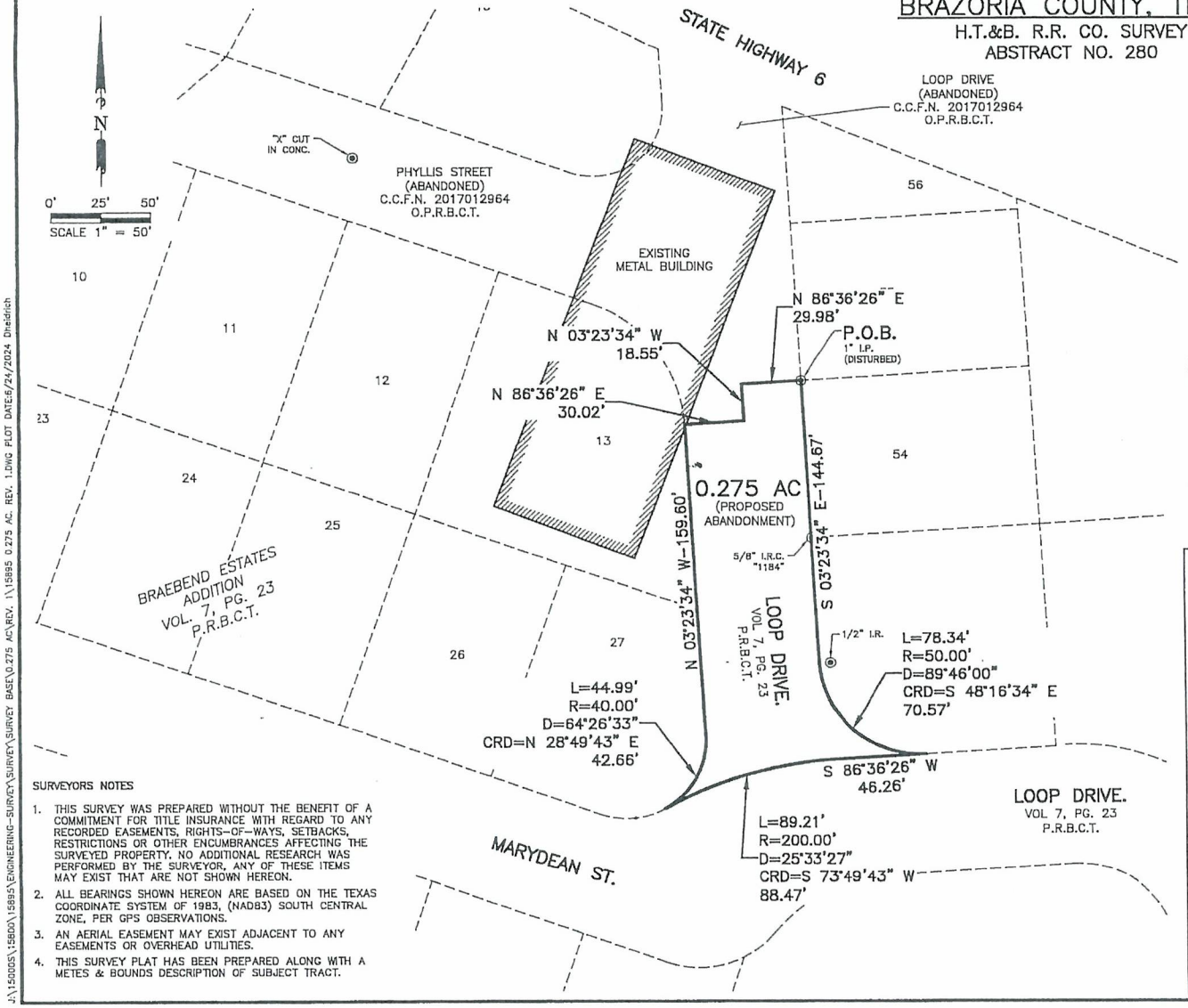
Very truly yours,

Michael M. Phillips

MMP/EMM:
Enclosures

BRAZORIA COUNTY, TEXAS

H.T.&B. R.R. CO. SURVEY
ABSTRACT NO. 280



LEGEND

O.P.R.B.C.T. =	OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY, TEXAS
D.R.B.C.T. =	DEED RECORDS BRAZORIA COUNTY, TEXAS
P.R.B.C.T. =	PLAT RECORDS BRAZORIA COUNTY, TEXAS
C.C.F.N. =	COUNTY CLERK'S FILE NUMBER
VOL, PG. =	VOLUME, PAGE
O =	5/8" I.R.C. SET "BAKER & LAWSON"
◉ =	FOUND MONUMENT (AS NOTED)
I.R. =	IRON ROD
I.R.C. =	IRON ROD W/CAP
I.P. =	IRON PIPE
X =	X IN CONCRETE
P.O.B. =	POINT OF BEGINNING

I, DARREL HEIDRICH, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION AND CORRECTLY REPRESENTS THE FACTS AS FOUND.

Darrel Heidrich 6/24/2024

DARREL HEIDRICH
REGISTERED PROFESSIONAL LAND SURVEYOR
LAND SURVEYOR NO. 5378

STATE OF TEXAS REGISTERED DARREL HEIDRICH 5378 PROFESSIONAL LAND SURVEYOR

SURVEYORS NOTES

1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE WITH REGARD TO ANY RECORDED EASEMENTS, RIGHTS-OF-WAYS, SETBACKS, RESTRICTIONS OR OTHER ENCUMBRANCES AFFECTING THE SURVEYED PROPERTY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THE SURVEYOR, ANY OF THESE ITEMS MAY EXIST THAT ARE NOT SHOWN HEREON.
2. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.
3. AN AERIAL EASEMENT MAY EXIST ADJACENT TO ANY EASEMENTS OR OVERHEAD UTILITIES.
4. THIS SURVEY PLAT HAS BEEN PREPARED ALONG WITH A METES & BOUNDS DESCRIPTION OF SUBJECT TRACT.

SURVEY PLAT
0.275 ACRE
A PORTION OF LOOP DRIVE
BRAEBEND ESTATES ADDITION
VOL. 7, PG. 23
P.R.B.C.T.

H.T.&B. R.R. CO. SURVEY
ABSTRACT NO. 280
BRAZORIA COUNTY, TEXAS

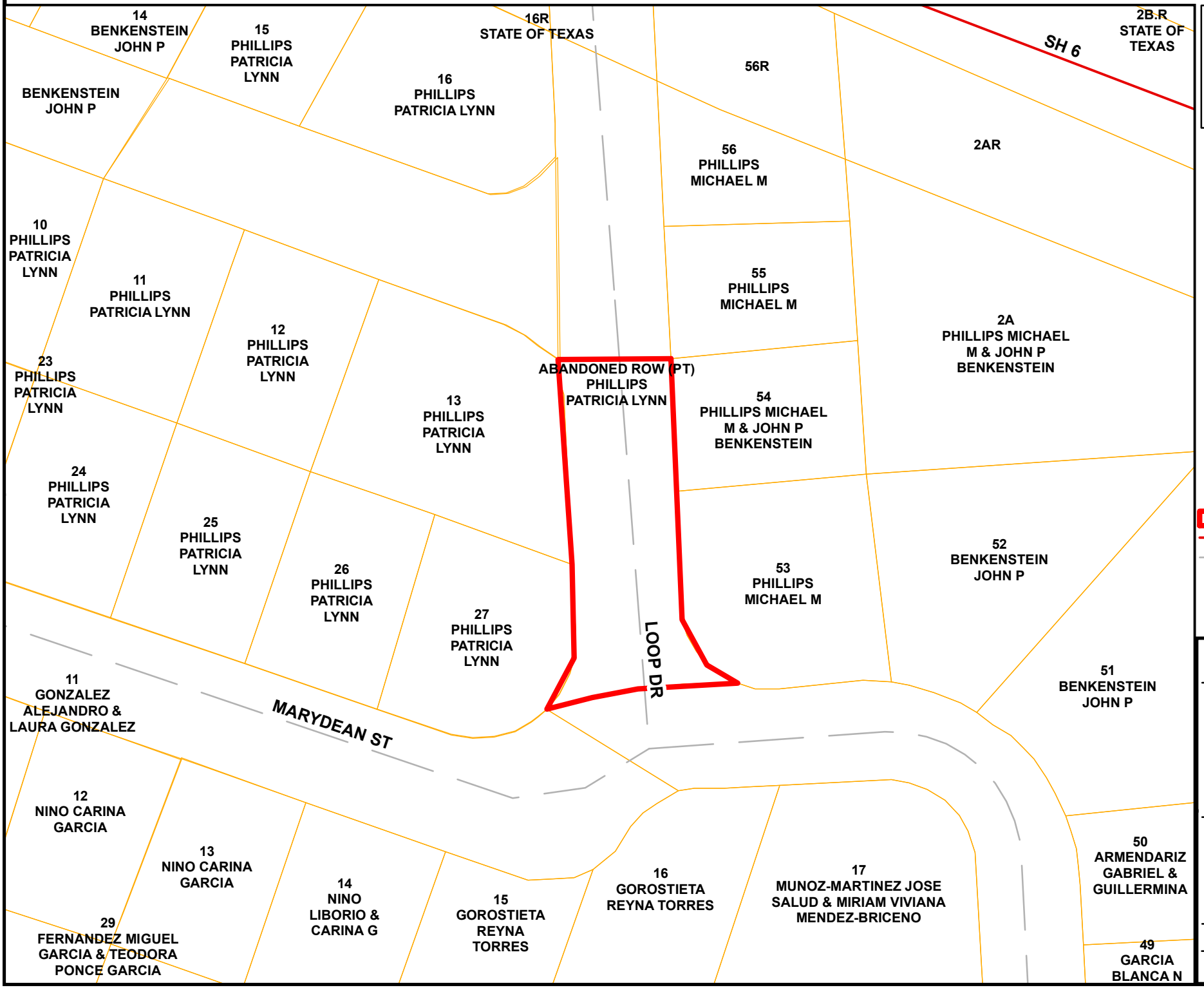
BAKER & LAWSON, INC.
ENGINEERS PLANNERS SURVEYORS

Baker & Lawson Inc.
4005 Technology Dr., Suite 1530
Angleton, TX 77515
Phone # 979-849-6681
www.bakerlawson.com
Licensed Surveying Firm No. 10052500

DRAWING NO.: 15895 0.275 AC. REV. 1		DRAWN BY: DH	CKED BY: AH
JOB NO.: 15895	SCALE: 1" = 50'	DATE: 6/24/2024	REV. NO. 1

J:\15000S\15800\15895\ENGINEERING-SURVEY\SURVEY\SURVEY BASE\0.275 AC\REV. 1\15895 0.275 AC. REV. 1.DWG PLOT DATE:6/24/2024 Dheidrich

Exhibit A



Brazoria County
Engineering

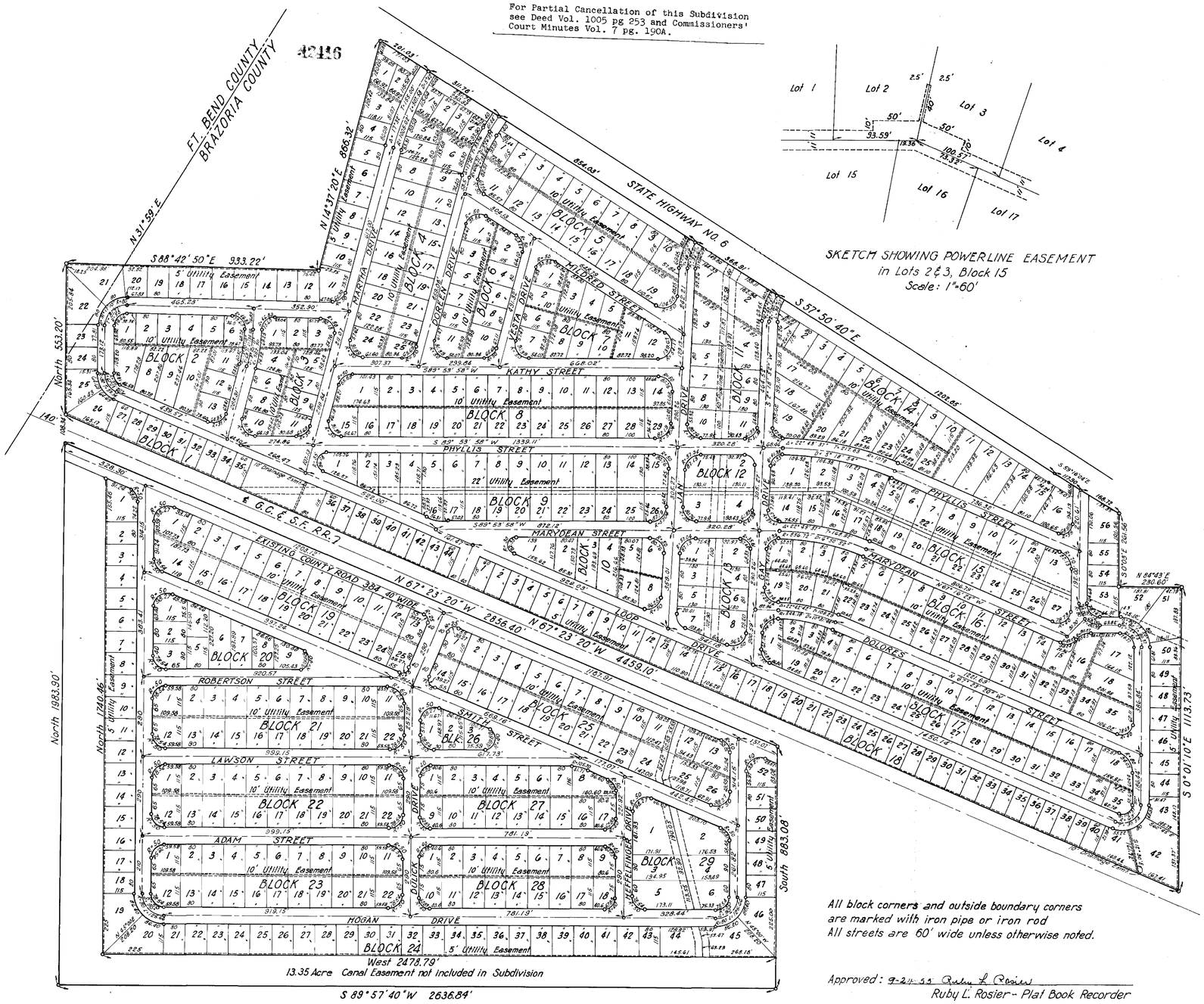
Loop Dr
Abandonment

471

For Partial Cancellation of this Subdivision
see Deed Vol. 1005 pg 253 and Commissioners'
Court Minutes Vol. 7 pg. 190A.

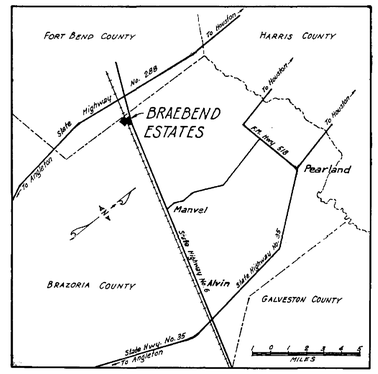
42116

FT. BEND COUNTY
BRAZORIA COUNTY



SKETCH SHOWING POWERLINE EASEMENT
in Lots 2 & 3, Block 15
Scale: 1"=60'

7/23-24



VICINITY MAP

All block corners and outside boundary corners
are marked with iron pipe or iron rod
All streets are 60' wide unless otherwise noted.

Approved: 9-24-55 Ruby L Rosier
Ruby L. Rosier - Plat Book Recorder

I, F.G. Akers, County Surveyor of Brazoria County and Licensed Land Surveyor in the State of Texas, do hereby certify that this plat is true and correct in accordance with a survey made on the ground.

F. G. Akers
F. G. Akers

Approved this the 26 day of Sept. 1955
by the Commissioners Court of Brazoria County, Texas

Clifton C. Arnold
County Judge

County Engineer

Comm. Prect. 1

Comm. Prect. 3

Comm. Prect. 2

Comm. Prect. 4

We, J.E. Kutscher and Harry V. Dulick, do hereby certify that we are the owners of the 199.84 acres of land being subdivided as Braebend Estates Addition.

J. E. Kutscher
J. E. Kutscher

Harry V. Dulick
Harry V. Dulick

C. J. Heffelfinger
by C. J. Heffelfinger, Agent

Corrected Plat

BRAEBEND ESTATES ADDITION

BEING A SUBDIVISION OF 199.84 ACRES IN BRAZORIA & FORT BEND COUNTIES COMPRISING 15.59 ACRES IN A.C.H.&B. SURVEY, SECTION 1, ABSTRACT 403, & 184.25 ACRES IN H.T.&B. R.R. CO. SURVEY, SECTION 69, ABSTRACT 280.
BRAZORIA COUNTY, TEXAS

Scale: 1"=200'

July 23, 1955

Original Plat Recorded Vol. 7 Page 13 Plat Records
Dedication Recorded Vol. 628 Page 80 Deed Records
Restrictions Recorded Vol. 628 Page 82 Deed Records

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

WARRANTY DEED

Date: Effective November 3, 2016

Grantor: JESSE DUARTE, JR.

Grantor's Mailing Address (including county):

1715 Mosher Lane
Houston, TX 77088
Harris County

Grantee: MICHAEL M. PHILLIPS

Grantee's Mailing Address (including county):

P.O. Box 1030
Angleton, TX 77516-1030
Brazoria County

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration.

Property (including any improvements):

Lot Fifty Three (53) in Block Eighteen (18) of Braebend Estates Addition, Brazoria County, Texas, a subdivision recorded in Volume 7, on pages 23 and 24 in the County Clerk's Office, Brazoria County, Texas. SUBJECT to easements and restrictions on record.

Reservations From and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee all the described property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns to warrant and forever defend all and singular

the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

JESSE DUARTE, JR.

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this the 8th day of November, 2016, by Jesse Duarte, Jr.

ANN L THOMPSON
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JUNE 13, 2018

Notary Public, the State of Texas

AFTER RECORDING RETURN TO:

Michael M. Phillips
P.O. Box 1030
Angleton, Texas 77516-1030

FILED and RECORDED

Instrument Number: 2016056700

Filing and Recording Date: 11/17/2016 01:08:42 PM Pages: 3 Recording Fee: $30.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-regina

FILED BY
NORTH STAR TITLE COMPANY

2022040491 Total Pages: 4

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

KNOW ALL MEN BY THESE PRESENTS: THAT HECTOR BARRERA and wife, MARIA O. BARRERA (Grantors), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration to the undersigned paid by the grantees herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto MICHAEL M. PHILLIPS (Grantee) as his sole and separate property and estate of Brazoria County, Texas, with an address at 515 N. Velasco St., Angleton, Texas 77515 and John B. Benkenstein Jr. (Grantee), as his sole and separate property and estate, of Brazoria County, Texas with an address at 15100 Highway 6, Rosharon Texas 77583, share and share alike all of the following described real property, together with all improvements situated thereon, in Brazoria County, Texas, to-wit:

> Lot Fifty-Four (54) in Block Eighteen (18) of Braebend Estates Addition, Brazoria County, Texas, a subdivision recorded in Volume 7, on Pages 23 and 24 in the County Clerk's Office, Brazoria County, Texas.
>
> This is the same tract transferred to Grantors on February 10, 2004, by Warranty Deed, and recorded in the Official Records of Brazoria County, Texas indexed as Doc# 2004009278

THIS CONVEYANCE IS MADE AND ACCEPTED SUBJECT to the following matters to the extent same are in effect at this time; any and all restrictions, covenants, conditions, easements, mineral or royalty reservations and leases, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the public records of

Brazoria County, Texas; and to all observable or prescriptive easements, zoning laws, regulations and ordinances of municipal and/or other governmental authorities if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantees, their heirs, executors, administrators, and assigns forever; and we do hereby bind ourselves, our heirs, executors, and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantees, their heirs, executors, administrators, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 5th day of JULY, 2022.

HECTOR BARRERA

MARIA O. BARRERA

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

This instrument was acknowledged before me on July 5th, 2022

by MARIA O. BARRERA, a person known to me.

TAYLOR A HOLLY
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 06/05/24
NOTARY ID 12901487-7

Notary Public, Sate of Texas

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

This instrument was acknowledged before me on July 5th, 2022

by HECTOR BARRERA, a person known to me.

TAYLOR A HOLLY
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 06/05/24
NOTARY ID 12901487-7

Notary Public, Sate of Texas

FILED and RECORDED

Instrument Number: 2022040491

Filing and Recording Date: 07/07/2022 01:54:33 PM Pages: 4 Recording Fee: $39.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-emily

2024016939
Total Pages: 15 AM

Notice of confidentiality rights: if you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.

WARRANTY DEED

Date: February 24, 2024

Grantor: Michael M Phillips

Grantor's Mailing Address:
515 N. Velasco St.
Angleton, Texas 77515

Grantee: Patricia Lynn Phillips

Grantee's Mailing Address:
140 Phillips Lake Rd.
Angleton, Texas 77515

Consideration: For and in fulfillment of a division of property in divorce, in cause number 77026-F pending in the 300th Judicial District, Brazoria County, Texas, and for other good and valuable consideration receipt of which is acknowledged and confessed, Michael M. Phillips does hereby grant, sell, and convey, free of all liens and encumbrances (exclusive of unpaid ad valorem property tax for 2023 and the current year. Brazoria County Appraisal District account no. 192511.), unto Patricia L. Phillips the following real property, to have and to hold, together with all rights, improvements and attachments therein and thereto:

ADDRESSES: 15118 and 15122, Highway 6, Rosharon, Texas 77583

Property (including any improvements):
Tract I
All my interest in:

Lot 16 in Block 14 save and except that portion of said Lot sixteen (16), Block Fourteen (14) conveyed to the State of Texas by Deed recorded under the Brazoria County Clerk's File No. 92-02414; Lots 23 (less any common sewer drain field use by John P. Benkenstein and his heirs), 24, 26 and 27, in Block 15; of the Corrected Plat of Braebend Estates Addition, Brazoria County, Texas, according to the Plat recorded in Volume 7, pages 23-24 of the Plat Records of Brazoria County, Texas. This is part of the same tract

transferred to the undersigned in Brazoria County Deed Index 2024007178 filed February 20, 2024.

Tract II

All my interest in:

Tract 1

Lot Fifteen (15), in Block Fourteen (14), SAVE AND EXCEPT that portion of said Lot Fifteen (15), Block Fourteen (14) conveyed to the State of Texas by Deed recorded under the Brazoria County Clerk's File No. 92-02414

Tract 2

The Easterly one-half (1/2) of Lot Ten (10) in Block Fifteen (15) described by metes and bounds as follows-to-wit:

A TRACT OR PARCEL OF LAND CONTAINING 0.1194 ACRE BEING THE EASTERLY HALF OF LOT 10, BLOCK 15 OF BRAEBEND ESTATES IN THE H.T. AND B. RAIL ROAD COMPANY SURVEY, SECTION 69, ABSTRACT 280 IN BRAZORIA COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 23 AND 24 IN THE COUNTY CLERK'S OFFICE OF BRAZORIA COUNTY SAID 0.1194 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED MY METES AND BOUNDS AS FOLLOWS TO WIT:

BEGINNING at a 3/8 inch iron rod set with cap marking the Southeast corner of Lot 10 and the Southwest corner Lot 11 marking the Northeast corner of Lot 23 and the Northwest corner of Lot 24;

THENCE North 67 degrees is 16 minutes and 25 seconds West with the Southerly line of Lot 10 and the North line of Lot 23 a distance of 40.00 ft. to a 3/8 inch iron rod set at the Southwest corner of the herein described tract and being the mid-point in the South line of Lot 10;

THENCE North 22 degrees 43 minutes 35 seconds East with the mid line of Lot 10 and crossing over said Lot 10 a distance of 130.00 ft. to a X mark in concrete set at the Northwesterly corner of the herein described tract and being the mid-point in the North boundary of Lot 10;

THENCE South 67 degrees 16 minutes 25 seconds East with the South right-of-way of Phyllis Street a distance of 40.00 ft. to a point at the Northeast corner of Lot 10 and the Northwest corner of Lot 11 (unable to set);

THENCE South 22 degrees 43 minutes 35 seconds West with the division line between Lots 10 and 11 a distance of 130.00 ft. to the PLACE OF BEGINNING and containing 0.1194 acre of land.

Tract 3
Lots Eleven (11), Twelve (12) and Thirteen (13) less and except as to Lot Thirteen (13) the eastern portion of said lot that is a boundary that extend parallel on said Lot 13, and 50 feet east of the eastern sidewall of the 100 ft. x 150 ft. building situated on said lot, said boundary extending from the north and south lot lines of said Lot 13, in Block Fifteen (15), of the Corrected Plat of Braebend Estates Addition, a Subdivision in Brazoria County, Texas according to the map or plat thereof recorded in Volume 7, Pages 23-24, of the Plat Records of Brazoria County, Texas.

This is part of the same tract transferred to the undersigned in Brazoria County Deed Index 2024007179 filed February 20, 2024.

Tract III

All my interest in:

Part of a tract of real property conveyed to Michael M. Phillips Trustee by Brazoria County Commissioners' Court March 14, 2017, recording in Brazoria County Misc. Number 2017012964 recorded at Deed Official Number 2015002961 and specifically described in Exhibit "A". (See Exhibit "A" attached hereto and incorporated herein for all purposes.) Less and excerpt the real property described in a Special Warranty Correction Deed dated May 8, 2020, and recorded in Brazoria County Deed Record 2020031140 conveying a 0.1993 acre tract (called "3") but specifically including in this conveyance the ownership of a 1/2 interest in a water well subject to cost allocations as is specifically reserved to Grantor in said Special Warranty Correction Deed. This is the same tract transferred to the undersigned in Brazoria County Deed index 2024007180.

Tract IV

All my interest in:

Lot 25, Block 15, of the corrected plat of Braebend Estates addition, according to the recorded map or plat thereof recorded in Volume 7, Pages 23-24 of the plat records of Brazoria County, Texas. This is the same tract transferred to the undersigned in Brazoria County Deed Index 2014032538 on August 1, 2014.

NOW THEREFORE:

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee all of Grantor's interest in the property, together with all and singular the rights and appurtenances thereto in

any way belonging, **TO HAVE AND TO HOLD IT** to Grantee and Grantee's heirs, executors, administrators, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and assigns to warrant and forever defend all singular the property to Grantee and Grantee's heirs, executors, administrators, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof except as to the reservations from conveyance and exceptions to conveyance and warranty.

Reservations from Conveyance and Exceptions to Conveyance and Warranty:

Grantor reserves no interest in any oil, gas, and other minerals in and under and that may be produced from the property.

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time, any and all restrictions, covenants, conditions and easements, if any relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

The Grantor makes no warranty, express or implied, concerning the Property's condition, need of repair, existence or absence of any defects, visible, hidden, latent or otherwise. The Grantor hereby disclaims any and all warranties, express or implied concerning the Property's workmanship. The Grantor states that there are not implied warranties of any kind, including but not limited to warranties of merchantability or fitness for a particular purpose. The Grantor delivers the Property to the Grantee "as is" and "with all faults".

RIGHT OF FIRST REFUSAL

1. It is further understood and agreed that as a condition for this Partition Deed, Patricia L. Phillips, by her acceptance of this Partition Deed, for herself, her heirs and assigns, agrees to be bound by the following provision which shall apply if Patricia L. Phillips desires to sell all or any portion of her interest in the above described property hereafter referred to as "subject property". In the event Patricia L. Phillips has a bona fide offer from a third party to purchase said "subject property", or any portion thereof, Patricia L. Phillips shall notify Michael M. Phillips, his heirs, executors, and assigns in writing, and from the date said notice is given, said Grantor, Michael M. Phillips shall have 120 days in which to either match the bona fide offer from the third party or to allow said Patricia L. Phillips to sell to said third party according to the terms of said offer. In the event Michael M. Phillips, his heirs and/or assigns decide to match the offer, he shall notify Patricia L. Phillips of said fact in writing prior to the end of the 120 day option, said writing between the parties hereto

may be by hand delivery, certified mail effective on the date of mailing to the last known address of Patricia L. Phillips, and/or e-mail to the email address of Patricia L. Phillips and thereafter Patricia L. Phillips and said Michael M. Phillips shall execute an earnest money contract for the sale of the "subject property" on the same terms as said bona fide offer from the third party. In the event Michael M. Phillips does not notify Patricia L. Phillips of his intent to match said bona fide offer within said 120 days of receipt of his notification, said Patricia L. Phillips thereafter shall have the right to sell her interest in the property to the third party who has made the bona fide offer. This Right of First Refusal precedes the existing right of first refusal contractually owned by Real Excellence Inc. D/B/A Future All-Stars Developmental Academy, and Core Media Group a tenant leasing the majority of the "subject property".

2. Real Excellence Inc. D/B/A Future All-Stars Developmental Academy, and Core Media Group currently leases the majority of the "subject property". Pursuant to two existing leases for 15122 Highway 6 and 15118 Highway 6 which pursuant to Section 4 TERM subsection A both leases end on June 30th, 2026, subject to a 60 month renewal described in subsection B and a Right of First Refusal described in section C which the parties executing the two described lease agreements agreed would include the entire "subject property" in the described Right of First Refusal.

EXISTING LEASES

1. Grantee has been furnished duplicate signed copies of a lease of the majority of the building constructed on property located at 15122 Highway 6, Rosharon, TX 77583 and a duplicate signed copy of a lease of all buildings and improvements located at 15118 Highway 6, Rosharon, TX 77583 executed by Michael M. Phillips Attorney and Real Excellence Inc. D/B/A Future All-Stars Developmental Academy, and Core Media Group. These are unrecorded leases are binding and effective upon Grantee as a condition of this conveyance. This conveyance is made contingent upon the tenant's right to occupy said property while fully performing the terms of said leases. The said lease for 15122 Highway 6 erroneously identified Bay 1 as Bay 3. Bay 3 is leased to Brazoria County Emergency Service District No. 3.

2. Grantee has been furnished duplicate signed copies of a lease dated effective December 1, 2019, and a later executed Addendum made in order to supplement that certain Lease Agreement ("lease"), dated November 15, 2019, by and between The Michael M. Phillips Law Firm, P.C. ("landlord") and Brazoria County Emergency Service District #3 ("tenant"). The Addendum was signed November 24, 2020, by Michael M. Phillips Attorney (landlord) (Correcting an error in the identity of the actual owner of the leased premises and Landlord) and executed November 9, 2020, by Brazoria County

Emergency Service District #3 Board President, Darrel Yalusek. Said lease terminates November 30, 2029.

When the context requires nouns and pronouns include the plural.

Grantee assumes all ad valorem taxes due on the property for 2023 and for the current year.

Witness my hand this 24th day of February, 2024.

MICHAEL M. PHILLIPS TRUSTEE

State of Texas §
§
County of Brazoria §

Before me, the undersigned authority, on this day personally appeared Michael M. Phillips, 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 consideration therein expressed.

Given under my hand and seal of office on this 24 day of February 2024.

EMILY MARIE MARTINEZ
Notary Public, State of Texas
Comm. Expires 12-05-2026
Notary ID 134091409

Notary Public In and For
The State of Texas

AFTER RECORDING RETURN TO:
The Michael M. Phillips Law Firm, P.C.
515 N. Velasco
Angleton, TX 77515

2017012964 MISC
Total Pages: 7 AC

CERTIFIED COPY
BRAZORIA COUNTY COMMISSIONERS' COURT

ORDER NO. 8.G.1 **RE: CORRECT COURT ORDER VII.A.10.B., DATED APRIL 9, 2013 (PRECINCT 4)**

Whereas, Court Order VII.A.10.b., dated April 9, 2013 served to Close, Vacate, and Abandon a Public road and its rights-of-way known as Phyllis Street and Loop Drive being located between Block 14, Block 15, and Block 18 of the Braebend Estates Subdivision in the A.C.H.&B. Survey, Section 1, Abstract 403 and in the H.T.&B. RR Company Survey, Section 69, Abstract 280, Brazoria County, Texas according to the plat recorded in Volume 7, Page 23 of the Plat Records of Brazoria County, Texas (Precinct 4); and

Whereas, the Court finds that the requisites of Texas Transportation Code 251.051 - Closing, Vacating and Abandoning Public Road - have been met in regards to a portion of a Public Road and its right-of-way known as Phyllis Street and Loop Drive; and

Whereas, the Court finds that no apparent public interest would be served by retaining the portion of the public road and its right-of-way; and

Whereas, the Court finds that this conveyance is subject to the continued use by the public utility or common carrier of utility infrastructure as set forth in Section 251.058(f) located in the road right-of-way and in existence prior to the date this Order is approved; and

Pursuant to Texas Transportation Code, Section 251.058 - Closing, Abandoning, and Vacating Public Road - title to a portion of Phyllis Street and Loop Drive, shall vest on this date to the owners of the property that abuts the portion of Phyllis Street and Loop Drive being closed, abandoned, and vacated as follows:

Property Owner	**Recorded Deed**
Michael M Phillips Trustee	2015 002961

The Section and or Dimensions being granted and conveyed to the property owner shall be the portion of Phyllis Street and Loop Drive identified on Exhibit "A" attached hereto.

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon, or photo-copy, discolored paper, etc. All blockouts, additions and changes were present at the

CERTIFIED COPY - COMMISSIONERS' COURT MARCH 14, 2017

The County, as Grantor, hereby grants and conveys unto to the respective property owner as Grantee, the section as set forth on the attached Exhibit "A".

Pursuant to Texas Transportation Code, Section 251.058(b), the County Clerk is hereby ordered to file a copy of this Order in the Official Records of Brazoria County. This document shall serve as the official instrument of conveyance from the County to the owner of the abutting property.

Further Ordered that a copy of this order be sent to the County Engineering Department

RESULT:	**PASSED BY CONSENT VOTE [UNANIMOUS]**
MOVER:	David R. Linder, Commissioner
SECONDER:	Stacy L. Adams, Commissioner
AYES:	Judge Sebesta, Commissioner Payne, Commissioner Cade, Commissioner Adams, Commissioner Linder

STATE OF TEXAS §

COUNTY OF BRAZORIA §

I, Joyce Hudman, Clerk County Court and Ex-Officio Clerk of the Commissioners' Court of Brazoria County, Texas, do hereby certify that the foregoing is a true and correct copy of that certain:

ORDER NO. 8.G.1 **RE: CORRECT COURT ORDER VII.A.10.B., DATED APRIL 9, 2013 (PRECINCT 4)**

as passed by the Commissioners' Court on the 14th day of MARCH, A.D., 2017, Regular Session Term of Commissioners' Court and as the same appear(s) in the Commissioners' Court Records of Brazoria County, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16th DAY OF MARCH, A. D., 2017.

JOYCE HUDMAN, Clerk County Court
and Ex-Officio Member of the Commissioners' Court of Brazoria County, Texas

By: _____
M. Trevino, Deputy

Date: 4/9/2013

THE REGULAR COMMISSIONERS COURT SESSION OF BRAZORIA COUNTY, TEXAS

ORDER NO. VII.A.10.b.

RE: Close, Discontinue, Vacate and Abandon a Portion of Right-Of-Way of Phyllis Street and Loop Drive, between Block 15, 16, and 18 in Braebend Estates Subdivision in Section 69 of the HT&B Survey, Abstract 280 (Precinct 4)

The Court finds that the requisites of Texas Transportation Code 251.051 – Closing, Abandoning, and Vacating Public Road – have been met in regards to a portion of right-of-way of Phyllis Street and Loop Drive, between Block 15, 16, and 18 in Braebend Estates Subdivision in Section 69 of the HT&B Survey, Abstract 280 (Precinct 4).

Further, said road right-of-way was granted to Brazoria County by the plat recorded in Volume 7, Page 23 of the Plat Records of Brazoria County, Texas; and

Further, the court finds that no apparent public interest would be served by retaining the right-of-way; and

Therefore, pursuant to Chapter 251.051, Transportation Code, this Court hereby orders that the portion of right-of-way of Phyllis Street and Loop Drive, between Block 15, 16, and 18 in Braebend Estates Subdivision in Section 69 of the HT&B Survey, Abstract 280, as recorded in Volume 7, Page 23 of the Plat Records of Brazoria County, Texas; hereby described as shown in the attached Exhibit "A" be closed, discontinued, vacated and abandoned.

It is further ordered that pursuant to Texas Transportation Code, Section 251.058 a copy of this order shall be filed in the deed records of the County Clerk and shall serve as the official instrument of conveyance from the County to the owner(s) of the abutting property as provided in Section 251.058(b).

Further, that a certified copy of this Order be furnished to the County Engineer.

STATE OF TEXAS, COUNTY OF BRAZORIA
I do hereby certify that the foregoing is a true and correct copy as passed in the Commissioners' Court Minutes of Brazoria County, Texas.
Given under my hand and seal of the Court in my lawful custody and possession.
JOYCE HUDMAN, Brazoria County Clerk and Ex-Officio Member of Commissioners' Court
By _____ Deputy

Exhibit "A"
Page 3 of 8

8.G.1.a

Packet Pg. 93

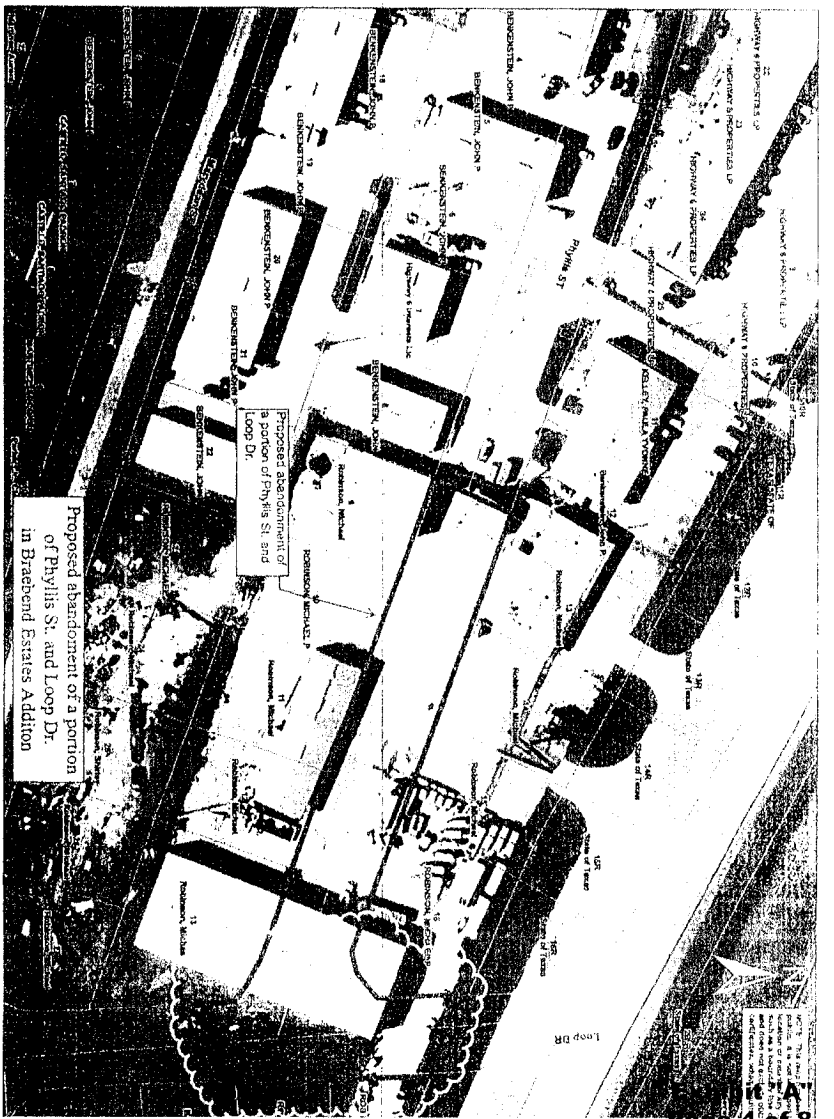


Exhibit A
Page 4 of 8

Survey Detail Proposed

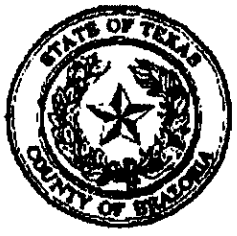
VICINITY MAP

FILED and RECORDED

Instrument Number: 2017012964

Filing and Recording Date: 03/16/2017 03:43:31 PM Pages: 7 Recording Fee: $0.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-nygtra

LESS AND EXCEPT:

MEETS AND BOUNDS DESCRIPTION OF 0.1943 ACRE TRACK-3

A TRACT OR PARCEL OF LAND CONTAINING 0.1943 ACRE TRACT BEING A PART OF PHYLLIS STREET, (60 FT. RIGHT-OF-WAY) ADJOINING LOTS 13 AND 14, BLOCK 14, ADJOINING LOT 9 AND A PART OF LOT 10, BLOCK 15 OF BRAEBEND ESTATES SUBDIVISION AND DELINEATED ON MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 32 BRAZORIA COUNTY PLAT RECORDS IN THE H. T. AND B. RAILROAD COMPANY SURVEY, SECTION 69, ABSTRACT 280 IN BRAZORIA COUNTY, TEXAS, SAID 0.1943 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS-TO-WIT:

BEGINNING at a point marking the East corner of Lot 8, Block 15 of Braebend Estates Subdivision and the north corner of Lot 9, Block 15 of Braebend Estates Subdivision described in Volume 7, Page 23 of the Brazoria County Plat Records;

THENCE North 14 degrees 30 minutes 48 seconds East crossing over said Phyllis Street a distance of 60.62 feet to a point at the west corner of Lot 13, Block 14 and the South corner of Lot 12, Block 12 of Braebend Estates Subdivision;

THENCE South 67 degrees 16 minutes 25 seconds East with the Southwesterly boundary of Lots 13 and 14, Block 14 a distance of 162.20 feet to a point at the west corner of Lot 15;

THENCE South 51 degrees 55 minutes 53 seconds 20 west crossing over said Phyllis Street a distance of 68.74 feet to a point in the Northeast line of Lot 10;

THENCE North 67 degrees 16 minutes 25 seconds West partially with the Northeast line of Lot 10 and all of Lot 9 a distance of 120.00 feet to the PLACE OF BEGINNING and containing 0.1943 acre of land.

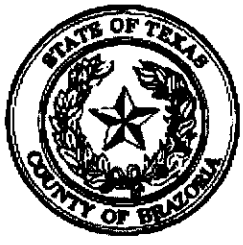
This tract is specifically described previously as being a tract excluded from this transfer but inclusive of the therein described water well.

FILED and RECORDED

Instrument Number: 2024016939

Filing and Recording Date: 04/23/2024 11:12:32 AM Pages: 15 Recording Fee: $77.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-kara

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.28. **7/28/2026**

Engineering Services for the Ashley Wilson Road (County Road 332) Ditch and Shoulder Improvements Project (Precinct 4)

Approve the expenditure of $750,000.00 to Doucet and Associates, Inc. to develop plans, specifications and estimates for the Ashley Wilson Road (CR 332) Ditch and Shoulder Improvements Project.

Whereas, the attached scope of work identifies the services necessary to support the design process for the Project; and

Whereas, funds for this expenditure are available via the 2026 Road & Bridge Budget and are a part of the CDBG-MIT Contract in partnership with the General Land Office (GLO).

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.

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This Agreement for professional services ("Agreement") is made and entered into by and between **BRAZORIA COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as the "County" and Doucet and Associates, Inc., a Texas Corporation, hereinafter referred to as "Consultant".

RECITALS

The County intends to perform drainage and roadway improvements to CR332 (Ashley Wilson Road) between N. Hackberry St and FM 1459 as part of the CR332 (Ashley Wilson Road) Ditch and Shoulder Improvements Project, hereinafter called the "Project"

The County desires that Consultant perform certain professional engineering and related services in connection with the Project; and

Consultant represents that it is qualified and desires to perform such services.

In consideration of the mutual covenants, agreements and benefits to the Parties hereto, it is agreed as follows:

TERMS

Article 1
Scope of Agreement

1.01 The Consultant agrees to perform professional engineering services as set forth in the Exhibits attached hereto and incorporated herein.

Article 2
Character and Extent of Services

2.01 The Consultant shall perform its obligations under this Contract in accordance with the Scope of Work within the Consultant's proposal attached hereto as **Exhibit "A."** County and Consultant may agree to amend this contract. All amendments to this contract will be added as **"Exhibit F-*"** (F-1, F-2, etc.).

2.02 The Consultant and County agree and acknowledge that the County is entering into this Contract in reliance on the Consultant's competence and qualifications, as those were presented to County by Consultant with respect to professional services. The Consultant, in consideration for the compensation set forth expressly herein, shall at all times utilize its skill and attention to fully,

timely, and properly render professional services for the development of the Project to final completion as set out in, or reasonably inferred from, the Scope of Work. This shall be done in a manner utilizing the degree of care ordinarily used by Consultants performing similar services on projects of a similar nature and scope within the State of Texas.

2.03 The Consultant shall be represented by a professional engineer, who has been assigned by Consultant to manage the Project, licensed to practice in the State of Texas, at meetings of any official nature concerning the Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, pre-construction meetings and construction meetings with County and staff and/or its contractors, unless otherwise set forth in the Scope of Work or approved in writing by the County.

2.04 Work, labor, services, and materials to be furnished by Consultant shall fully comply with applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work. In the event of any change in the applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work for the Project, which occur after the Effective Date of the Contract, and which Consultant was not and should not reasonably have been aware of, which require changes to the Work that has already been completed by the Consultant, or require work outside the Scope of Work, then the Consultant and the County shall attempt to agree in writing on the required modifications to the Scope of Work and an equitable fee and time adjustment resulting from such additional Scope of Work. Conflicts between any applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work shall be brought to the attention of the County by Consultant.

2.05 Consultant shall comply with all Federal laws, including but not limited to, the specific laws identified and attached hereto as **Exhibit "C"** and incorporated herein and made part of this contract. The Consultant shall require and ensure that its contractors and subcontractors comply with all applicable laws.

2.06 All work provided under this Agreement shall conform to and be in the format required by Federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, the Federal Highways Administration, the Federal Emergency Management Agency, the Environmental Protection Agency, the Texas Commission on Environmental Quality, and the Texas Department of Transportation as applicable to the project. Other Federal and local funding sources may impose additional and/or differing requirements. The project may utilize funding from the following: grants, ad valorem taxes; general obligation bonds, which all requirements for this contract must adhere to the requirements.

2.07 Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

Article 3
Time for Performance

3.01 The Consultant shall complete the services called for in this Agreement as set forth in schedule specified in **Exhibit "A"** or as further modified in **Exhibit "F-*."** Consultant understands that time is of the essence to complete the services by the scheduled deadlines.

Article 4
Consultant Compensation

4.01 For and in consideration of the services rendered by the Consultant under Article 2, the County shall pay to the Consultant in accordance with its Fee Schedule in **Exhibit "A"** or as further modified in **Exhibit "F-*."**

Article 5
Time of Payment

5.01 Monthly payments shall be made based upon that portion of the work which has been completed. Consultant shall provide, no later than the last day of each calendar month a sworn statement to the County Engineer, setting forth the percentage of the services provided which were completed during such calendar month, the compensation due, Consultant's hourly rates, if applicable, subcontractor invoices and the respective backup documentation, and any other documentation required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Consultant certifying that the work was performed, it was authorized by the County Engineer and that all information contained in the invoice being submitted is true and correct.

5.02 Consultant agrees to maintain, for a period of five (5) years, detailed time records identifying each person performing the services, the date or dates that the services were performed, the applicable hourly rates, the total amount billed for each person and the total amount billed for all persons, and shall provide such other details as may be requested by the County Auditor for verification purposes. The Consultant shall retain its records and shall keep same available for inspection during regular business hours by County officials.

5.03 The Consultant's statement becomes due and payable within thirty (30) days after receipt and approval by County. The approval or payment shall not be considered to be evidence of performance by the Consultant to the point indicated by such statement or of receipt or acceptance by the County of the work covered by such statement.

Article 6
Compliance Standards

6.01 The Consultant agrees to perform the work hereunder in accordance with County's road and bridge specifications or Texas Department of Transportation road and bridge specifications, Brazoria County Drainage Criteria Manual and other generally accepted standards applicable

thereto, and shall use that degree of care and skill commensurate with the Consultants profession to comply with all applicable state, Federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and Consultant's performance.

Article 7
Procurement, Suspension and Debarment

7.01 The Consultant certifies by execution of this Agreement or Contract that it is not ineligible for such participation in Federal or state assistance programs. The Consultant further agrees to include this certification in all Agreements or Contracts between itself and any subcontractor in connection with the services performed under this Agreement or Contract. The Consultant also certifies that it will notify the County in writing if it is not in compliance with Federal or State assistance programs at any time during the term of this Agreement or Contract. The Consultant agrees to refund Brazoria County for any payments made to the Consultant that would have been properly payable or reimbursable from Federal or state funds but for the fact that such payment failed to comply with Federal or state assistance programs.

Article 8
Ownership of Documents, Copyright

8.01 The County shall be the absolute and unqualified owner of all drawings, preliminary layouts, electronic documents and drawings, record drawings, sketches, reports, and other documents completed or partially completed, mylar reproducibles, preliminary layouts, created, produced, developed, or prepared, pursuant to this Agreement, by the Consultant or its approved outside advisory or support consultants (collectively the "Documents") with the same force and effect as if the County prepared same.

8.02 Consultant shall deliver all Documents to County within thirty (30) days of the termination or upon completion of this Agreement, whichever occurs first.

8.03 The Consultant may retain one (1) set of reproducible copies of such documents and such copies shall be for the Consultant's sole use in preparation of studies or reports for Brazoria County only. The Consultant is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

8.04 County shall be the owner of all intellectual property rights of the services rendered hereunder including all rights of copyright therein.

Article 9
Public Contact

9.01 Contact with the news media, citizens of Brazoria County, the State of Texas or other governmental agencies shall be the responsibility of the County. Under no circumstances shall the Consultant release any material or information developed in the performance of its services hereunder without the express prior written permission of the County.

Article 10
Consultant's Insurance Requirements

10.01 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (except Professional Liability which is on a Claims Made policy) from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "B."**

10.02 County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.03 If required coverage is written on a claims-made basis, Consultant represents that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article 11
Indemnification

11.01 THE CONSULTANT SHALL INDEMNIFY THE COUNTY FROM AND AGAINST CLAIMS AND LIABILITY, PERFORMED UNDER THIS CONTRACT WHICH RESULT FROM NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL IN PROPORTION OF CONSULTANT'S LIABILITY BE RESPONSIBLE TO REIMBURSE THE COUNTY FOR REASONABLE EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE CONSULTANT, ITS AGENTS, OR EMPLOYEES.

11.02 CONSULTANTS DUTY TO INDEMNIFY COUNTY SHALL AS DESCRIBED ABOVE BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

Article 12
Dispute Resolution

12.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Consultant agree to submit the dispute to mediation.

12.02 All expenses associated with mediation shall be shared fifty (50) percent by each party.

12.03 The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law in equity under any applicable statutes of limitation.

Article 13
Termination

13.01 The County may terminate this Agreement at any time by notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, electronic data files, drawings and specifications of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

Article 14
Notice

14.01 Any notice permitted or required to be given to the County hereunder may be given by hand-delivery or certified United States mail, postage prepaid, return receipt requested addressed to:

County:	**Consultant:**
Brazoria County Engineer	Doucet & Associates, Inc.
451 N. Velasco, Suite 230	7401B Hwy 71 West, Suite 160
Angleton, Texas 77515	Austin, Texas 78735
ATTN: Matthew Hanks, JD, PE	ATTN: Kimberly High, PG, PMP
Email: matth@brazoria-county.com	Email: KHigh@kleinfelder.com
Phone: 979-864-1265	Phone: 512-801-0705

14.02 Such notice shall be deemed given upon receipt of hand-delivery or, if mailed, three days after the date of deposit of the notice in the United States mail as aforesaid.

Article 15
Successors and Assigns

15.01 Neither the County nor the Consultant shall assign, sublet, or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

Article 16
Applicable Law

16.01 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Brazoria County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

Article 17
Modifications

17.01 This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

Article 18
Authority of County Engineer

18.01 The County Engineer shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Consultant. His decision shall be final. It is mutually agreed by both parties that the County Engineer shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Engineer in such shall be final and binding alike on both parties hereto. But, nothing contained in this Article shall be construed to authorize the County Engineer to alter, vary or amend any of the terms or provisions of this Agreement.

Article 19
Severability

19.01 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Article 20
Merger

20.01 The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

Article 21
Boycott Verification

21.01 This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose

2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   (B) does business with a company described by Paragraph (A).

3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
   (A) means, with respect to the entity or association, to:
      (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be

paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:

(A) does not boycott Israel currently;
(B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
(C) does not boycott energy companies currently;
(D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
(E) does not discriminate against a firearm entity of firearm trade association currently; and
(F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

21.02 All requirements of Subtitle A, Title 8 Government Code Chapter 808, apply to this contract and the Consultant, by signing below, hereby verifies its understanding of the exemptions contained therein.

21.03 Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of this subchapter.

Article 22
Attachments

22.01 The following attachments are a part of this Agreement:

Exhibit A	Scope of Work, Fee Schedule and Project Schedule
Exhibit B	County's minimum insurance requirements
Exhibit C	Compliance with Laws
Exhibit D	Certificate of Interested Parties
Exhibit E	Conflict of Interest Disclosure
Exhibit F	Contract Amendments (As Needed)

Article 22
Execution

23.01 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.

Brazoria County, Texas	**Doucet & Associates, Inc.**
	a Texas company
By: _____	**By:** _____
L.M. (Matt) Sebesta, Jr	**Name: Kimberly High, PG, PMP**
County Judge	**Title: Vice President, Red River Area Manager**
Date: _____	**Date:** July 17, 2026

EXHIBIT "A"
SCOPE OF WORK, FEE SCHEDULE AND PROJECT SCHEDULE

INSERT PROPOSAL AND SCHEDULE

July 15, 2026

Wael Tabara, P.E., MASc, CFM
Assistant County Engineer
Brazoria County Engineering
451 N. Velasco, Suite 230, Angleton, TX 77515
O (979) 864-1265
WaelT@brazoriacountytx.gov

Re: Proposal for CDBG-MIT Professional Services
Ashley Wilson Road Ditch and Shoulder Improvements

Proposal: M2602216.001P 02-0000

Dear Mr. Tabara,

Doucet & Associates, Inc. ("Doucet") is pleased to submit this proposal for engineering services for the above referenced project. This proposal outlines our understanding of the project, the scope of services to be provided, and our estimated fee for completing the proposed work.

PROJECT DESCRIPTION

The project addresses erosion, excessively steep side slopes, and excessive ditch depths along the west roadside drainage ditch of Ashley Wilson Road (CR 332) for approximately 7,850 feet. The project extends from approximately N. Hackberry St to FM 1459 and is partially located within the City of Sweeny and Drainage District 11. Erosion within the ditch has advanced to the point that the ditch has excessively steep side slopes and a loss of recoverable shoulder, creating significant safety concerns for the traveling public.

Several pinch points and undersized culverts restrict flow in the ditch. The Mercury Drive Pinch Point is identified as primary hydraulic restriction. Design will evaluate straightening the ditch alignment to eliminate the horseshoe bend to improve conveyance capacity. Proposed culvert improvements include replacing driveway culverts, cross street culverts and older deteriorating culverts.

Coordination will be provided with the Floodplain administrator (Joe Ripple), TxDOT and Drainage District No. 11. A major restriction exists near the old Hilcorp/Phillips facility: where approximately 20–25 above-ground pipelines dating back to the 1940s, restrict flow in the ditch.

Proposed Professional Services
Doucet proposes providing the following professional services for this project:

- Geotechnical investigation and report
- Surveying services
- Preliminary engineering letter report
- Final Plans, Specifications, and Estimate (PS&E)
- Bid phase services
- Construction phase services

Note: Material testing during construction is not included in this proposal and will be the responsibility of the contractor.

All drainage and roadway improvements will be designed in accordance with Brazoria County specifications. The topographic survey will identify visible, above-ground utilities within the project limits and show them on the plans. Subsurface Utility Engineering (SUE) services are not included. Brazoria County will provide pavement design sections if required.

Doucet will perform a detailed drainage analysis and develop a design for the west roadside drainage ditch and associated driveway and roadway culverts. We will evaluate existing erosion issues and provide recommendations to repair current damage and mitigate future erosion.

The proposed scope of services and associated fees are provided below.

CDBG-MIT Ashley Wilson Road Ditch Improvements Services & Fee		
Construction Cost	$	5,000,000
15% Total Fee	$	750,000
Geotechnical Investigation	$	18,500
Topographic Surveying	$	46,000
Preliminary Engr (30%)	$	185,500
Design (PS&E)	$	385,000
Bid Phase	$	35,000
Construction Phase	$	80,000
Proposed Total Fee	$	750,000

Exclusions

- Materials testing during construction is not included in this proposal and will be the responsibility of the contractor.
- Subsurface Utility Engineering (SUE) services are not included. Brazoria County will provide pavement design sections if required.

We appreciate the opportunity to submit this proposal and look forward to working with you and your team on this project. Should you have any questions or require additional information, please do not hesitate to contact me.
Sincerely,

Frank Olshefski

Frank Olshefski, P.E.
12000 Aerospace Avenue, Suite 450

Houston, Texas 77034
O: 346-250-4304
C: 281.627.4149

folshefski@kleinfelder.com
TBPELS Engineering Firm No. F-3937
TBPELS Surveying Firm No. 10194551

EXHIBIT "B"
INSURANCE REQUIREMENTS

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

2. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

3. Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

5. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

EXHIBIT "C"
COMPLIANCE WITH LAWS

The Consultant agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to transportation projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors comply with applicable laws:

i. The Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. §§ 12101 et seq.; 28 C.F.R. § 35; 29 C.F.R. § 1630);

ii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.) and United States Department of Transportation regulation, 49 C.F.R. Part 21;

iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601 et seq.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to acquisitions by the Borrower of easements or other real property rights for the relocated facilities;

iv. Equal employment opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 F.R. 12319), any Executive Order amending such order, and implementing regulations (29 C.F.R. §§ 1625-27, 1630; 28 C.F.R. § 35; 41 C.F.R. § 60; and 49 C.F.R. § 27);

v. Restrictions governing the use of Federal appropriated funds for lobbying (31 U.S.C. § 1352; 49 C.F.R. § 20);

vi. The Clean Air Act, as amended (42 U.S.C. §§ 1857 et seq., as amended by Pub. L. 91-604);

vii. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.);

viii. The Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq., as amended by Pub. L. 92-500);

ix. The Endangered Species Act, 16 U.S.C. § 1531, et seq.

x. 23 U.S.C. §138 [49 U.S.C. §303]

xi. The health and safety requirements set forth in 23 C.F.R. § 635.108;

xii. The prevailing wage requirements set forth in 42 U.S.C. § 276a, 23 U.S.C. § 113, as supplemented by 29 C.F.R. Part 5, 23 C.F.R. §§ 635.117(f), 635.118 and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements;

xiii. The Buy America requirements set forth in Section 165 of the Surface Transportation Assistance Act of 1982 and implementing regulations (23 C.F.R. § 635.410);

xiv. The requirements of 23 U.S.C. §§ 101 et seq. and 23 C.F.R.; and

xv. The applicable requirements of 49 C.F.R. Part 26 relating to the Disadvantaged Business Enterprise program.

AGREED TO AND ACKNOWLEDGED THIS 17th **DAY OF** July **, 20**26

Doucet & Associates, Inc.

a Texas company

By: _____

Name: **Kimberly High, PG, PMP**

Title: **Vice President, Red River Area Manager**

Date: July 17, 2026

EXHIBIT "D"
CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at http://www.brazoria-county.com/purch/Index.asp.

NOT APPLICABLE

EXHIBIT "E"
CONFLICT OF INTEREST DISCLOSURE

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

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

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM.

Texas Local Government Code Chapter 176 can be found here:
http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

EXHIBIT "F"
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.29. **7/28/2026**

Engineering Services for the County Road 192 Ditch Improvements Project (Precinct 2)

Approve the expenditure of $225,000.00 to Doucet and Associates, Inc. to develop plans, specifications and estimates for the CR 192 Ditch Improvements Project.

Whereas, the attached scope of work identifies the services necessary to support the design process for the Project; and

Whereas, funds for this expenditure are available via the 2026 Road & Bridge Budget and are a part of the CDBG-MIT Contract in partnership with the General Land Office (GLO).

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.

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This Agreement for professional services ("Agreement") is made and entered into by and between **BRAZORIA COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as the "County" and Doucet and Associates, Inc., a Texas Corporation, hereinafter referred to as "Consultant".

RECITALS

The County intends to perform drainage and roadway improvements to CR192 between CR 865 and CR 1131(Los Robles Ave,) as part of the CR192 Ditch and Shoulder Improvements Project, hereinafter called the "Project"

The County desires that Consultant perform certain professional engineering and related services in connection with the Project; and

Consultant represents that it is qualified and desires to perform such services.

In consideration of the mutual covenants, agreements and benefits to the Parties hereto, it is agreed as follows:

TERMS

Article 1
Scope of Agreement

1.01 The Consultant agrees to perform professional engineering services as set forth in the Exhibits attached hereto and incorporated herein.

Article 2
Character and Extent of Services

2.01 The Consultant shall perform its obligations under this Contract in accordance with the Scope of Work within the Consultant's proposal attached hereto as **Exhibit "A."** County and Consultant may agree to amend this contract. All amendments to this contract will be added as **"Exhibit F-*"** (F-1, F-2, etc.).

2.02 The Consultant and County agree and acknowledge that the County is entering into this Contract in reliance on the Consultant's competence and qualifications, as those were presented to County by Consultant with respect to professional services. The Consultant, in consideration for the compensation set forth expressly herein, shall at all times utilize its skill and attention to fully,

timely, and properly render professional services for the development of the Project to final completion as set out in, or reasonably inferred from, the Scope of Work. This shall be done in a manner utilizing the degree of care ordinarily used by Consultants performing similar services on projects of a similar nature and scope within the State of Texas.

2.03 The Consultant shall be represented by a professional engineer, who has been assigned by Consultant to manage the Project, licensed to practice in the State of Texas, at meetings of any official nature concerning the Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, pre-construction meetings and construction meetings with County and staff and/or its contractors, unless otherwise set forth in the Scope of Work or approved in writing by the County.

2.04 Work, labor, services, and materials to be furnished by Consultant shall fully comply with applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work. In the event of any change in the applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work for the Project, which occur after the Effective Date of the Contract, and which Consultant was not and should not reasonably have been aware of, which require changes to the Work that has already been completed by the Consultant, or require work outside the Scope of Work, then the Consultant and the County shall attempt to agree in writing on the required modifications to the Scope of Work and an equitable fee and time adjustment resulting from such additional Scope of Work. Conflicts between any applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work shall be brought to the attention of the County by Consultant.

2.05 Consultant shall comply with all Federal laws, including but not limited to, the specific laws identified and attached hereto as **Exhibit "C"** and incorporated herein and made part of this contract. The Consultant shall require and ensure that its contractors and subcontractors comply with all applicable laws.

2.06 All work provided under this Agreement shall conform to and be in the format required by Federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, the Federal Highways Administration, the Federal Emergency Management Agency, the Environmental Protection Agency, the Texas Commission on Environmental Quality, and the Texas Department of Transportation as applicable to the project. Other Federal and local funding sources may impose additional and/or differing requirements. The project may utilize funding from the following: grants, ad valorem taxes; general obligation bonds, which all requirements for this contract must adhere to the requirements.

2.07 Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

Article 3
Time for Performance

3.01 The Consultant shall complete the services called for in this Agreement as set forth in schedule specified in **Exhibit "A"** or as further modified in **Exhibit "F-*."** Consultant understands that time is of the essence to complete the services by the scheduled deadlines.

Article 4
Consultant Compensation

4.01 For and in consideration of the services rendered by the Consultant under Article 2, the County shall pay to the Consultant in accordance with its Fee Schedule in **Exhibit "A"** or as further modified in **Exhibit "F-*."**

Article 5
Time of Payment

5.01 Monthly payments shall be made based upon that portion of the work which has been completed. Consultant shall provide, no later than the last day of each calendar month a sworn statement to the County Engineer, setting forth the percentage of the services provided which were completed during such calendar month, the compensation due, Consultant's hourly rates, if applicable, subcontractor invoices and the respective backup documentation, and any other documentation required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Consultant certifying that the work was performed, it was authorized by the County Engineer and that all information contained in the invoice being submitted is true and correct.

5.02 Consultant agrees to maintain, for a period of five (5) years, detailed time records identifying each person performing the services, the date or dates that the services were performed, the applicable hourly rates, the total amount billed for each person and the total amount billed for all persons, and shall provide such other details as may be requested by the County Auditor for verification purposes. The Consultant shall retain its records and shall keep same available for inspection during regular business hours by County officials.

5.03 The Consultant's statement becomes due and payable within thirty (30) days after receipt and approval by County. The approval or payment shall not be considered to be evidence of performance by the Consultant to the point indicated by such statement or of receipt or acceptance by the County of the work covered by such statement.

Article 6
Compliance Standards

6.01 The Consultant agrees to perform the work hereunder in accordance with County's road and bridge specifications or Texas Department of Transportation road and bridge specifications, Brazoria County Drainage Criteria Manual and other generally accepted standards applicable

thereto, and shall use that degree of care and skill commensurate with the Consultants profession to comply with all applicable state, Federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and Consultant's performance.

Article 7
Procurement, Suspension and Debarment

7.01 The Consultant certifies by execution of this Agreement or Contract that it is not ineligible for such participation in Federal or state assistance programs. The Consultant further agrees to include this certification in all Agreements or Contracts between itself and any subcontractor in connection with the services performed under this Agreement or Contract. The Consultant also certifies that it will notify the County in writing if it is not in compliance with Federal or State assistance programs at any time during the term of this Agreement or Contract. The Consultant agrees to refund Brazoria County for any payments made to the Consultant that would have been properly payable or reimbursable from Federal or state funds but for the fact that such payment failed to comply with Federal or state assistance programs.

Article 8
Ownership of Documents, Copyright

8.01 The County shall be the absolute and unqualified owner of all drawings, preliminary layouts, electronic documents and drawings, record drawings, sketches, reports, and other documents completed or partially completed, mylar reproducibles, preliminary layouts, created, produced, developed, or prepared, pursuant to this Agreement, by the Consultant or its approved outside advisory or support consultants (collectively the "Documents") with the same force and effect as if the County prepared same.

8.02 Consultant shall deliver all Documents to County within thirty (30) days of the termination or upon completion of this Agreement, whichever occurs first.

8.03 The Consultant may retain one (1) set of reproducible copies of such documents and such copies shall be for the Consultant's sole use in preparation of studies or reports for Brazoria County only. The Consultant is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

8.04 County shall be the owner of all intellectual property rights of the services rendered hereunder including all rights of copyright therein.

Article 9
Public Contact

9.01 Contact with the news media, citizens of Brazoria County, the State of Texas or other governmental agencies shall be the responsibility of the County. Under no circumstances shall the Consultant release any material or information developed in the performance of its services hereunder without the express prior written permission of the County.

Article 10
Consultant's Insurance Requirements

10.01 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (except Professional Liability which is on a Claims Made policy) from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "B."**

10.02 County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.03 If required coverage is written on a claims-made basis, Consultant represents that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article 11
Indemnification

11.01 THE CONSULTANT SHALL INDEMNIFY THE COUNTY FROM AND AGAINST CLAIMS AND LIABILITY, PERFORMED UNDER THIS CONTRACT WHICH RESULT FROM NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL IN PROPORTION OF CONSULTANT'S LIABILITY BE RESPONSIBLE TO REIMBURSE THE COUNTY FOR REASONABLE EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE CONSULTANT, ITS AGENTS, OR EMPLOYEES.

11.02 CONSULTANTS DUTY TO INDEMNIFY COUNTY SHALL AS DESCRIBED ABOVE BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

Article 12
Dispute Resolution

12.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Consultant agree to submit the dispute to mediation.

12.02 All expenses associated with mediation shall be shared fifty (50) percent by each party.

12.03 The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law in equity under any applicable statutes of limitation.

Article 13
Termination

13.01 The County may terminate this Agreement at any time by notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, electronic data files, drawings and specifications of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

Article 14
Notice

14.01 Any notice permitted or required to be given to the County hereunder may be given by hand-delivery or certified United States mail, postage prepaid, return receipt requested addressed to:

County:	**Consultant:**
Brazoria County Engineer	Doucet & Associates, Inc.
451 N. Velasco, Suite 230	7401B Hwy 71 West, Suite 160
Angleton, Texas 77515	Austin, Texas 78735
ATTN: Matthew Hanks, JD, PE	ATTN: Frank Olshefski, PE
Email: matth@brazoria-county.com	Email: FOlshefski@kleinfelder.com
Phone: 979-864-1265	Phone: 346-250-4304

14.02 Such notice shall be deemed given upon receipt of hand-delivery or, if mailed, three days after the date of deposit of the notice in the United States mail as aforesaid.

Article 15
Successors and Assigns

15.01 Neither the County nor the Consultant shall assign, sublet, or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

Article 16
Applicable Law

16.01 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Brazoria County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

Article 17
Modifications

17.01 This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

Article 18
Authority of County Engineer

18.01 The County Engineer shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Consultant. His decision shall be final. It is mutually agreed by both parties that the County Engineer shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Engineer in such shall be final and binding alike on both parties hereto. But, nothing contained in this Article shall be construed to authorize the County Engineer to alter, vary or amend any of the terms or provisions of this Agreement.

Article 19
Severability

19.01 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Article 20
Merger

20.01 The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

Article 21
Boycott Verification

21.01 This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose

2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   (B) does business with a company described by Paragraph (A).

3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
   (A) means, with respect to the entity or association, to:
      (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be

paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:

(A) does not boycott Israel currently;
(B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
(C) does not boycott energy companies currently;
(D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
(E) does not discriminate against a firearm entity of firearm trade association currently; and
(F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

21.02 All requirements of Subtitle A, Title 8 Government Code Chapter 808, apply to this contract and the Consultant, by signing below, hereby verifies its understanding of the exemptions contained therein.

21.03 Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of this subchapter.

Article 22
Attachments

22.01 The following attachments are a part of this Agreement:

Exhibit A	Scope of Work, Fee Schedule and Project Schedule
Exhibit B	County's minimum insurance requirements
Exhibit C	Compliance with Laws
Exhibit D	Certificate of Interested Parties
Exhibit E	Conflict of Interest Disclosure
Exhibit F	Contract Amendments (As Needed)

Article 22
Execution

23.01 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.

Brazoria County, Texas

By: _____

L.M. (Matt) Sebesta, Jr

County Judge

Date: _____

Doucet & Associates, Inc.

a Texas company

By: Frank Olshefski

Name: **Frank Olshefski**

Title: **Director of Transportation**

Date: July 17, 2026

EXHIBIT "A"
SCOPE OF WORK, FEE SCHEDULE AND PROJECT SCHEDULE

INSERT PROPOSAL AND SCHEDULE

May 6, 2026

Wael Tabara, P.E., MASc, CFM
Assistant County Engineer
Brazoria County Engineering
451 N. Velasco, Suite 230, Angleton, TX 77515
O (979) 864-1265
WaelT@brazoriacountytx.gov

Re: Proposal for CDBG-MIT Professional Services
CR 192 Ditch and Shoulder Improvements

Proposal: M26022216.001P

Dear Mr. Tabara,

Doucet & Associates, Inc. ("Doucet") is pleased to submit this proposal for engineering services for the above referenced project. This proposal outlines our understanding of the project, the scope of services to be provided, and our estimated fee for completing the proposed work.

PROJECT DESCRIPTION

The project addresses erosion, excessively steep side slopes, and excessive ditch depths along the west roadside drainage ditch of CR 192 for approximately 5,000 feet. The project is located within the City of Liverpool limits, north of SH 35, and extends from approximately 500 feet south of CR 865 to the ditch outfall channel located approximately 500 feet south of CR 1131 (Los Robles Avenue).

As the roadway extends south toward the deep outfall north of SH 35, the ditch progressively deepens due largely to highly erodible soils. Erosion within the ditch has advanced to the point that the ditch flowline elevation is nearly equal to the outfall elevation. This condition has resulted in excessively steep, unstable side slopes and loss of recoverable shoulder, creating significant safety concerns for the traveling public.

Proposed Professional Services
Doucet proposes providing the following professional services for this project:

- Geotechnical investigation and report
- Surveying services
- Preliminary engineering letter report
- Final Plans, Specifications, and Estimate (PS&E)
- Bid phase services
- Construction phase services

Note: Materials testing during construction is not included in this proposal and will be the responsibility of the contractor.

All drainage and roadway improvements will be designed in accordance with Brazoria County specifications. The topographic survey will identify visible, above-ground utilities within the project limits and show them on the plans.

Subsurface Utility Engineering (SUE) services are not included. Brazoria County will provide pavement design sections if required.

Doucet will perform a detailed drainage analysis and develop a design for the west roadside drainage ditch and associated driveway and roadway culverts. We will evaluate existing erosion issues and provide recommendations to repair current damage and mitigate future erosion.

The proposed scope of services and associated fees are provided below.

CDBG-MIT CR 192 Ditch Improvements Services & Fee		
Construction Cost	$	1,500,000
15% Total Fee	$	225,000
Geotechnical Investigation	$	17,100
Topographic Surveying	$	33,729
Preliminary Engr (30%)	$	39,188
Design (PS&E)	$	91,440
Bid Phase	$	17,417
Construction Phase	$	26,126
Proposed Total Fee	$	225,000

Exclusions

- Materials testing during construction is not included in this proposal and will be the responsibility of the contractor.
- Subsurface Utility Engineering (SUE) services are not included. Brazoria County will provide pavement design sections if required.

We appreciate the opportunity to submit this proposal and look forward to working with you and your team on this project. Should you have any questions or require additional information, please do not hesitate to contact me.
Sincerely,

Frank Olshefski

Frank Olshefski, P.E.
12000 Aerospace Avenue, Suite 450
Houston, Texas 77034
O: 346-250-4304
C: 281.627.4149

folshefski@kleinfelder.com
TBPELS Engineering Firm No. F-3937
TBPELS Surveying Firm No. 10194551

EXHIBIT "B"
INSURANCE REQUIREMENTS

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

2. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

3. Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

5. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

EXHIBIT "C"
COMPLIANCE WITH LAWS

The Consultant agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to transportation projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors comply with applicable laws:

i. The Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. §§ 12101 et seq.; 28 C.F.R. § 35; 29 C.F.R. § 1630);

ii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.) and United States Department of Transportation regulation, 49 C.F.R. Part 21;

iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601 et seq.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to acquisitions by the Borrower of easements or other real property rights for the relocated facilities;

iv. Equal employment opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 F.R. 12319), any Executive Order amending such order, and implementing regulations (29 C.F.R. §§ 1625-27, 1630; 28 C.F.R. § 35; 41 C.F.R. § 60; and 49 C.F.R. § 27);

v. Restrictions governing the use of Federal appropriated funds for lobbying (31 U.S.C. § 1352; 49 C.F.R. § 20);

vi. The Clean Air Act, as amended (42 U.S.C. §§ 1857 et seq., as amended by Pub. L. 91-604);

vii. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.);

viii. The Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq., as amended by Pub. L. 92-500);

ix. The Endangered Species Act, 16 U.S.C. § 1531, et seq.

x. 23 U.S.C. §138 [49 U.S.C. §303]

xi. The health and safety requirements set forth in 23 C.F.R. § 635.108;

xii. The prevailing wage requirements set forth in 42 U.S.C. § 276a, 23 U.S.C. § 113, as supplemented by 29 C.F.R. Part 5, 23 C.F.R. §§ 635.117(f), 635.118 and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements;

xiii. The Buy America requirements set forth in Section 165 of the Surface Transportation Assistance Act of 1982 and implementing regulations (23 C.F.R. § 635.410);

xiv. The requirements of 23 U.S.C. §§ 101 et seq. and 23 C.F.R.; and

xv. The applicable requirements of 49 C.F.R. Part 26 relating to the Disadvantaged Business Enterprise program.

AGREED TO AND ACKNOWLEDGED THIS 17th **DAY OF** July **, 20**26

Doucet & Associates, Inc.

a Texas company

By: Frank Olshefski

Name: **Frank Olshefski**

Title: **Director of Transportation**

Date: July 17, 2026

EXHIBIT "D"
CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at http://www.brazoria-county.com/purch/Index.asp.

NOT APPLICABLE

EXHIBIT "E"
CONFLICT OF INTEREST DISCLOSURE

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

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

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM.

Texas Local Government Code Chapter 176 can be found here:
http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

EXHIBIT "F"
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.30. **7/28/2026**

Engineering Services for the Hillcrest Village Sewer and Water Improvements Project (Precinct 1)

Approve the expenditure of $193,000.00 to Freese and Nichols, Inc. to develop plans, specifications and estimates for the Hillcrest Village Sewer and Water Improvements Project.

Whereas, the attached scope of work identifies the services necessary to support the design process for the Project; and

Whereas, funds for this expenditure are available via the 2026 Road & Bridge Budget and are a part of the CDBG-MIT Contract in partnership with the General Land Office (GLO).

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.

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This Agreement for professional services ("Agreement") is made and entered into by and between **BRAZORIA COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as the "County" and Freese and Nichols, Inc., a Texas Corporation, hereinafter referred to as "Consultant".

RECITALS

The County intends to oversee improvements to the City of Hillcrest Villages's Sewer Collection and Treatment System through the Hillcrest Village Sewer Improvements Project., hereinafter called the "Project"

The County desires that Consultant perform certain professional engineering and related services in connection with the Project; and

Consultant represents that it is qualified and desires to perform such services.

In consideration of the mutual covenants, agreements and benefits to the Parties hereto, it is agreed as follows:

TERMS

Article 1
Scope of Agreement

1.01 The Consultant agrees to perform professional engineering services as set forth in the Exhibits attached hereto and incorporated herein.

Article 2
Character and Extent of Services

2.01 The Consultant shall perform its obligations under this Contract in accordance with the Scope of Work within the Consultant's proposal attached hereto as **Exhibit "A."** County and Consultant may agree to amend this contract. All amendments to this contract will be added as **"Exhibit F-*"** (F-1, F-2, etc.).

2.02 The Consultant and County agree and acknowledge that the County is entering into this Contract in reliance on the Consultant's competence and qualifications, as those were presented to County by Consultant with respect to professional services. The Consultant, in consideration for the compensation set forth expressly herein, shall at all times utilize its skill and attention to fully,

timely, and properly render professional services for the development of the Project to final completion as set out in, or reasonably inferred from, the Scope of Work. This shall be done in a manner utilizing the degree of care ordinarily used by Consultants performing similar services on projects of a similar nature and scope within the State of Texas.

2.03 The Consultant shall be represented by a professional engineer, who has been assigned by Consultant to manage the Project, licensed to practice in the State of Texas, at meetings of any official nature concerning the Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, pre-construction meetings and construction meetings with County and staff and/or its contractors, unless otherwise set forth in the Scope of Work or approved in writing by the County.

2.04 Work, labor, services, and materials to be furnished by Consultant shall fully comply with applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work. In the event of any change in the applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work for the Project, which occur after the Effective Date of the Contract, and which Consultant was not and should not reasonably have been aware of, which require changes to the Work that has already been completed by the Consultant, or require work outside the Scope of Work, then the Consultant and the County shall attempt to agree in writing on the required modifications to the Scope of Work and an equitable fee and time adjustment resulting from such additional Scope of Work. Conflicts between any applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work shall be brought to the attention of the County by Consultant.

2.05 Consultant shall comply with all Federal laws, including but not limited to, the specific laws identified and attached hereto as **Exhibit "C"** and incorporated herein and made part of this contract. The Consultant shall require and ensure that its contractors and subcontractors comply with all applicable laws.

2.06 All work provided under this Agreement shall conform to and be in the format required by Federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, the Federal Highways Administration, the Federal Emergency Management Agency, the Environmental Protection Agency, the Texas Commission on Environmental Quality, and the Texas Department of Transportation as applicable to the project. Other Federal and local funding sources may impose additional and/or differing requirements. The project may utilize funding from the following: grants, ad valorem taxes; general obligation bonds, which all requirements for this contract must adhere to the requirements.

2.07 Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

Article 3
Time for Performance

3.01 The Consultant shall complete the services called for in this Agreement as set forth in schedule specified in **Exhibit "A"** or as further modified in **Exhibit "F-*."** Consultant understands that time is of the essence to complete the services by the scheduled deadlines.

Article 4
Consultant Compensation

4.01 For and in consideration of the services rendered by the Consultant under Article 2, the County shall pay to the Consultant in accordance with its Fee Schedule in **Exhibit "A"** or as further modified in **Exhibit "F-*."**

Article 5
Time of Payment

5.01 Monthly payments shall be made based upon that portion of the work which has been completed. Consultant shall provide, no later than the last day of each calendar month a sworn statement to the County Engineer, setting forth the percentage of the services provided which were completed during such calendar month, the compensation due, Consultant's hourly rates, if applicable, subcontractor invoices and the respective backup documentation, and any other documentation required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Consultant certifying that the work was performed, it was authorized by the County Engineer and that all information contained in the invoice being submitted is true and correct.

5.02 Consultant agrees to maintain, for a period of five (5) years, detailed time records identifying each person performing the services, the date or dates that the services were performed, the applicable hourly rates, the total amount billed for each person and the total amount billed for all persons, and shall provide such other details as may be requested by the County Auditor for verification purposes. The Consultant shall retain its records and shall keep same available for inspection during regular business hours by County officials.

5.03 The Consultant's statement becomes due and payable within thirty (30) days after receipt and approval by County. The approval or payment shall not be considered to be evidence of performance by the Consultant to the point indicated by such statement or of receipt or acceptance by the County of the work covered by such statement.

Article 6
Compliance Standards

6.01 The Consultant agrees to perform the work hereunder in accordance with County's road and bridge specifications or Texas Department of Transportation road and bridge specifications, Brazoria County Drainage Criteria Manual and other generally accepted standards applicable

thereto, and shall use that degree of care and skill commensurate with the Consultants profession to comply with all applicable state, Federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and Consultant's performance.

Article 7
Procurement, Suspension and Debarment

7.01 The Consultant certifies by execution of this Agreement or Contract that it is not ineligible for such participation in Federal or state assistance programs. The Consultant further agrees to include this certification in all Agreements or Contracts between itself and any subcontractor in connection with the services performed under this Agreement or Contract. The Consultant also certifies that it will notify the County in writing if it is not in compliance with Federal or State assistance programs at any time during the term of this Agreement or Contract. The Consultant agrees to refund Brazoria County for any payments made to the Consultant that would have been properly payable or reimbursable from Federal or state funds but for the fact that such payment failed to comply with Federal or state assistance programs.

Article 8
Ownership of Documents, Copyright

8.01 The County shall be the absolute and unqualified owner of all drawings, preliminary layouts, electronic documents and drawings, record drawings, sketches, reports, and other documents completed or partially completed, mylar reproducibles, preliminary layouts, created, produced, developed, or prepared, pursuant to this Agreement, by the Consultant or its approved outside advisory or support consultants (collectively the "Documents") with the same force and effect as if the County prepared same.

8.02 Consultant shall deliver all Documents to County within thirty (30) days of the termination or upon completion of this Agreement, whichever occurs first.

8.03 The Consultant may retain one (1) set of reproducible copies of such documents and such copies shall be for the Consultant's sole use in preparation of studies or reports for Brazoria County only. The Consultant is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

8.04 County shall be the owner of all intellectual property rights of the services rendered hereunder including all rights of copyright therein.

Article 9
Public Contact

9.01 Contact with the news media, citizens of Brazoria County, the State of Texas or other governmental agencies shall be the responsibility of the County. Under no circumstances shall the Consultant release any material or information developed in the performance of its services hereunder without the express prior written permission of the County.

Article 10
Consultant's Insurance Requirements

10.01 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (except Professional Liability which is on a Claims Made policy) from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "B."**

10.02 County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.03 If required coverage is written on a claims-made basis, Consultant represents that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article 11
Indemnification

11.01 THE CONSULTANT SHALL INDEMNIFY THE COUNTY FROM AND AGAINST CLAIMS AND LIABILITY, PERFORMED UNDER THIS CONTRACT WHICH RESULT FROM NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL IN PROPORTION OF CONSULTANT'S LIABILITY BE RESPONSIBLE TO REIMBURSE THE COUNTY FOR REASONABLE EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE CONSULTANT, ITS AGENTS, OR EMPLOYEES.

11.02 CONSULTANTS DUTY TO INDEMNIFY COUNTY SHALL AS DESCRIBED ABOVE BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

Article 12
Dispute Resolution

12.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Consultant agree to submit the dispute to mediation.

12.02 All expenses associated with mediation shall be shared fifty (50) percent by each party.

12.03 The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law in equity under any applicable statutes of limitation.

Article 13
Termination

13.01 The County may terminate this Agreement at any time by notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, electronic data files, drawings and specifications of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

Article 14
Notice

14.01 Any notice permitted or required to be given to the County hereunder may be given by hand-delivery or certified United States mail, postage prepaid, return receipt requested addressed to:

County:	**Consultant:**
Brazoria County Engineer	Freese and Nichols, Inc.
451 N. Velasco, Suite 230	10497 Town and Country Way, Suite 500
Angleton, Texas 77515	Houston, Texas 77024
ATTN: Matthew Hanks, JD, PE	ATTN: Jason Ward, PE
Email: matth@brazoria-county.com	Email: jvw@freese.com
Phone: 979-864-1265	Phone: 713-600-6853

14.02 Such notice shall be deemed given upon receipt of hand-delivery or, if mailed, three days after the date of deposit of the notice in the United States mail as aforesaid.

Article 15
Successors and Assigns

15.01 Neither the County nor the Consultant shall assign, sublet, or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

Article 16
Applicable Law

16.01 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Brazoria County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

Article 17
Modifications

17.01 This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

Article 18
Authority of County Engineer

18.01 The County Engineer shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Consultant. His decision shall be final. It is mutually agreed by both parties that the County Engineer shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Engineer in such shall be final and binding alike on both parties hereto. But, nothing contained in this Article shall be construed to authorize the County Engineer to alter, vary or amend any of the terms or provisions of this Agreement.

Article 19
Severability

19.01 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Article 20
Merger

20.01 The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

Article 21
Boycott Verification

21.01 This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose

2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   (B) does business with a company described by Paragraph (A).

3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
   (A) means, with respect to the entity or association, to:
      (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be

paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:

(A) does not boycott Israel currently;
(B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
(C) does not boycott energy companies currently;
(D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
(E) does not discriminate against a firearm entity of firearm trade association currently; and
(F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

21.02 All requirements of Subtitle A, Title 8 Government Code Chapter 808, apply to this contract and the Consultant, by signing below, hereby verifies its understanding of the exemptions contained therein.

21.03 Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of this subchapter.

Article 22
Attachments

22.01 The following attachments are a part of this Agreement:

Exhibit A	Scope of Work, Fee Schedule and Project Schedule
Exhibit B	County's minimum insurance requirements
Exhibit C	Compliance with Laws
Exhibit D	Certificate of Interested Parties
Exhibit E	Conflict of Interest Disclosure
Exhibit F	Contract Amendments (As Needed)

Article 22
Execution

23.01 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.

Brazoria County, Texas	**Freese and Nichols, Inc.**
	a Texas company
By: _____	**By:** _____
L.M. (Matt) Sebesta, Jr	**Jason Ward, PE**
County Judge	**Title: Principal/Vice President**
Date: _____	**Date:** 7/17/2026

EXHIBIT "A"
SCOPE OF WORK, FEE SCHEDULE AND PROJECT SCHEDULE

TEXAS GENERAL LAND OFFICE
ENGINEERING
SCOPE OF WORK

SCOPE OF SERVICES REQUESTED 2
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS 2
ENGINEERING SERVICES 2

SCOPE OF SERVICES REQUESTED

Providers will help the GLO fulfill State and Federal Community Development Block Grant Disaster Recovery ("CDBG-DR") statutory responsibilities related to disaster recovery for presidentially declared disasters in Texas. Providers will assist the GLO and grant recipients in the completion of CDBG qualified housing or nonhousing projects. Respondents may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO. Providers will be bound to specific terms and conditions found in the sample general terms and conditions.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

General Requirements

(a) Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO. regarding project design services.

(b) Provide monthly project status updates.

(c) Funding release will be based on deliverables identified in the contract.

Initial Engineering and Design Support

Respondents will be required to show the ability to provide all the Engineering services described below:

(a) Assist with the development of grant applications, as necessary.

(b) Provide all project information necessary to ensure timely execution of the environmental review.

(c) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:

i. Cross sections/elevations

ii. Project layout/staging areas

iii. General notes

iv. Special notes

v. Design details

vi. Specifications

vii. Utility relocation designs

viii. Construction limits, including environmentally sensitive areas that should be avoided during construction

ix. Required permits

x. Quantities

xi. Estimate of construction costs to within +/- 25%

xii. Schedules for design, permitting, acquisition and construction

(d) Design surveying, topographic and utility mapping.

(e) Perform subsurface explorations for project sites, as necessary.

(f) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.

(g) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.

(h) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.

(i) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.

(j) Prepare plans and profiles, including vertical design information for the selected alternative.

(k) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.

(l) Support subrecipient with acquisition or property/servitudes/right-of-way documentation as required by the City to facilitate the project, preparing right of way surveys and/or property boundary maps and legal descriptions of parcels to be acquired.

(m) Provide project schedules from cradle to grave in MS Project format or equal as approved by the subrecipient based on GLO guidance.

Engineering and Final Design Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

(a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:

i. Cross sections/elevations

ii. Project layout/staging areas

iii. General notes

iv. Special notes

v. Design details

vi. Specifications

vii. Utility relocation designs

viii. Construction limits, including environmentally sensitive areas that should be avoided during construction

ix. Required permits

x. Quantities

xi. Estimate of construction costs to within +/- 20%

xii. Schedules for design, permitting, acquisition and construction

(b) Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.

(c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.

(d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.

(e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

Bid and Award Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support.

(a) Submit appropriate items and support subrecipient in the development of complete bid package.

(b) Prepare and assist subrecipient in the advertisements for bid solicitation.

(c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).

(d) Attend and support subrecipient at pre-bid conference and bid opening.

(e) Support subrecipient with ongoing communication during bid process.

(f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.

(g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.

(h) Support subrecipient in the conducting of a preconstruction conference.

Contract Management and Construction Oversight

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

(a) Ensure delivery of subrecipient project in accordance with contract.

(b) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project (up to 9).

(c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.

(d) Provide periodic and final inspections and tests reports, as required for the project.

(e) Provide construction oversight at a minimum on a bi-weekly basis (every other week) or as directed by the GLO or subrecipient (up to 18 site visits).

(f) Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.

(g) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.

(h) Review and respond to requests for information/clarification.

(i) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.

(j) Develop a final "as built" report of quantities, drawings, and specifications.

(k) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.

(l) Deliver "as-built" drawings to the subrecipient within 30 days of project completion.

(m) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours (up to 8).

(n) Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.

(o) Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).

(p) Submit all final invoices within 60 days after contract or work order expiration.

Specialized Services

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

(a) TV inspection of up to 5,000 linear feet of sanitary sewer utilizing PACP assessment tools.

(b) Inspect up to 48 sanitary sewer manholes using MACP assessment tools.

Proposed Fee

The proposed fee for the scope of work shall be paid on a lump sum basis per the payment schedule outlined below in the amount of **$193,000.00.**

Payment Schedule

Milestone	**% of Contract Fee**
Engineering Notice to Proceed	20%
Completion of Line & Manhole Assessment	20%
100% Design Approved	20%
Bid Advertise	10%
Construction Notice to Proceed	15%
As-Builts/ CoCC/FWCR	15%
Total	**100%**

Project Schedule

Proposed schedule is attached.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1						
2		**Contracting**	**55 days**	**Mon 4/13/26**	**Fri 6/26/26**	
3		Contract Development	11 days	Mon 4/13/26	Mon 4/27/26	
4		Commissioners Court	0 days	Tue 5/26/26	Tue 5/26/26	3
5		NTP	0 days	Mon 6/15/26	Mon 6/15/26	4
6		Prepare Subcontracts	10 days	Mon 6/15/26	Fri 6/26/26	5
7		**County Work**	**180 days**	**Tue 5/26/26**	**Mon 2/1/27**	
8		Environmental Clearance	9 mons	Tue 5/26/26	Mon 2/1/27	4
9		**Inspections**	**20 days**	**Mon 6/29/26**	**Fri 7/24/26**	
10		Engineering Site Visit	1 day	Mon 6/29/26	Mon 6/29/26	5FS+10 days
11		Manhole Inspections	2 days	Tue 7/7/26	Wed 7/8/26	6,10FS+5 days
12		Pipe Inspections	5 days	Mon 7/20/26	Fri 7/24/26	11FS+7 days
13		**Design Phase**	**1165 days**	**Tue 7/14/26**	**Tue 12/31/30**	
14		Utility Mapping	15 days	Tue 7/14/26	Mon 8/3/26	10FS+10 days
15		Review Inspections	5 days	Mon 8/3/26	Fri 8/7/26	10,11,12FS+5 day
16		**60% Design**	**39 days**	**Mon 8/10/26**	**Thu 10/1/26**	
17		Map Development	10 days	Mon 8/10/26	Fri 8/21/26	15
18		Specification Development	10 days	Mon 8/10/26	Fri 8/21/26	17SS
19		OPCC Development	5 days	Mon 8/24/26	Fri 8/28/26	17,18
20		QC Review	5 days	Mon 8/31/26	Fri 9/4/26	17,18,19
21		Incorporate QC Comments	5 days	Mon 9/7/26	Fri 9/11/26	20
22		Submit to County	0 days	Fri 9/11/26	Fri 9/11/26	21
23		County/City Review	10 days	Mon 9/14/26	Fri 9/25/26	22
24		Review Workshop	1 day	Thu 10/1/26	Thu 10/1/26	23FS+3 days
25		**95% Design**	**34 days**	**Mon 10/5/26**	**Thu 11/19/26**	
26		Map Development	10 days	Mon 10/5/26	Fri 10/16/26	24FS+1 day
27		Specification Development	5 days	Mon 10/5/26	Fri 10/9/26	24FS+1 day
28		OPCC Development	5 days	Mon 10/12/26	Fri 10/16/26	26FF
29		QC Review	5 days	Mon 10/19/26	Fri 10/23/26	26,27,28
30		Incorporate QC Comments	5 days	Mon 10/26/26	Fri 10/30/26	29
31		Submit to County	0 days	Fri 10/30/26	Fri 10/30/26	30
32		County/City Review	10 days	Mon 11/2/26	Fri 11/13/26	31
33		Review Workshop	1 day	Thu 11/19/26	Thu 11/19/26	32FS+3 days
34		**100% Design**	**20 days**	**Mon 11/23/26**	**Fri 12/18/26**	
35		Map Development	10 days	Mon 11/23/26	Fri 12/4/26	33FS+1 day
36		Specification Development	5 days	Mon 11/23/26	Fri 11/27/26	33FS+1 day
37		OPCC Development	5 days	Mon 11/30/26	Fri 12/4/26	35FF
38		QC Review	5 days	Mon 12/7/26	Fri 12/11/26	35,36,37
39		Incorporate QC Comments	5 days	Mon 12/14/26	Fri 12/18/26	38
40		Submit to County	0 days	Fri 12/18/26	Fri 12/18/26	39
41		**Regulatory Review**	**55 days**	**Mon 11/2/26**	**Fri 1/15/27**	
42		AUGF Review	20 days	Mon 12/21/26	Fri 1/15/27	40
43		TCEQ review	40 days	Mon 11/2/26	Fri 12/25/26	31
44		**Bid Phase**	**66 days**	**Tue 2/2/27**	**Tue 5/4/27**	
45		Advertise	23 days	Tue 2/2/27	Thu 3/4/27	8,42,43
46		Receive Bids	0 days	Thu 3/4/27	Thu 3/4/27	45
47		Evaluate Bids	6 days	Fri 3/5/27	Fri 3/12/27	46
48		Conform Documents	10 days	Mon 3/15/27	Fri 3/26/27	47
49		Commissoners Court Approval	0 days	Tue 4/20/27	Tue 4/20/27	48FS+17 days
50		Execute Documents	10 days	Wed 4/21/27	Tue 5/4/27	49
51		**Construction Phase**	**949 days**	**Tue 5/11/27**	**Tue 12/31/30**	
52		NTP	0 days	Tue 5/11/27	Tue 5/11/27	50FS+5 days
53		Construction	6 mons	Wed 5/12/27	Tue 10/26/27	52
54		Substantial Completion	0 days	Tue 10/26/27	Tue 10/26/27	53
55		Final Completion	0 days	Thu 11/25/27	Thu 11/25/27	54FS+22 days
56		Grant Funding Expiration	0 days	Tue 12/31/30	Tue 12/31/30	55FF

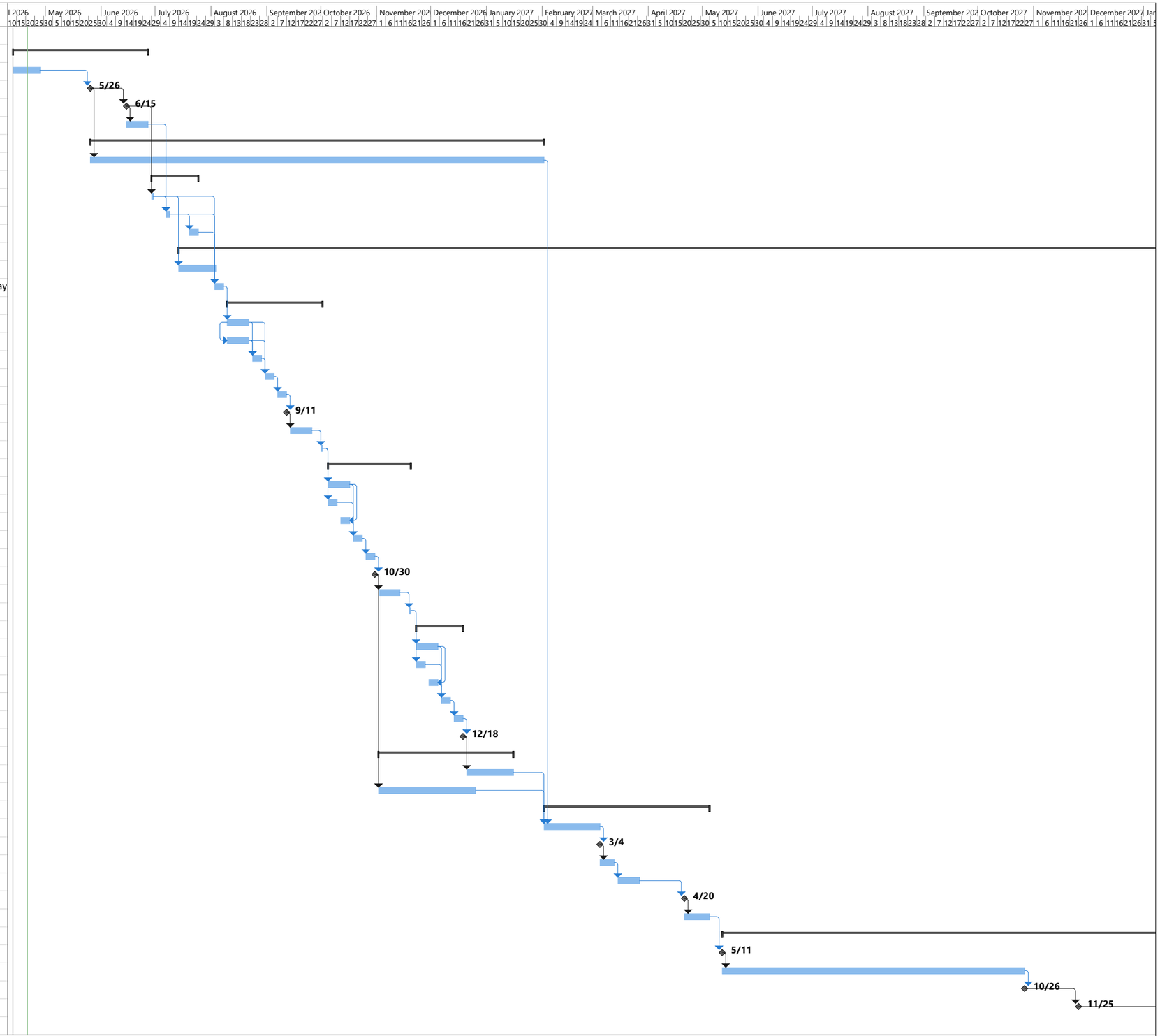


EXHIBIT "B"
INSURANCE REQUIREMENTS

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

2. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

3. Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

5. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

EXHIBIT "C"
COMPLIANCE WITH LAWS

The Consultant agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to transportation projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors comply with applicable laws:

i. The Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. §§ 12101 et seq.; 28 C.F.R. § 35; 29 C.F.R. § 1630);

ii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.) and United States Department of Transportation regulation, 49 C.F.R. Part 21;

iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601 et seq.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to acquisitions by the Borrower of easements or other real property rights for the relocated facilities;

iv. Equal employment opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 F.R. 12319), any Executive Order amending such order, and implementing regulations (29 C.F.R. §§ 1625-27, 1630; 28 C.F.R. § 35; 41 C.F.R. § 60; and 49 C.F.R. § 27);

v. Restrictions governing the use of Federal appropriated funds for lobbying (31 U.S.C. § 1352; 49 C.F.R. § 20);

vi. The Clean Air Act, as amended (42 U.S.C. §§ 1857 et seq., as amended by Pub. L. 91-604);

vii. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.);

viii. The Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq., as amended by Pub. L. 92-500);

ix. The Endangered Species Act, 16 U.S.C. § 1531, et seq.

x. 23 U.S.C. §138 [49 U.S.C. §303]

xi. The health and safety requirements set forth in 23 C.F.R. § 635.108;

xii. The prevailing wage requirements set forth in 42 U.S.C. § 276a, 23 U.S.C. § 113, as supplemented by 29 C.F.R. Part 5, 23 C.F.R. §§ 635.117(f), 635.118 and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements;

xiii. The Buy America requirements set forth in Section 165 of the Surface Transportation Assistance Act of 1982 and implementing regulations (23 C.F.R. § 635.410);

xiv. The requirements of 23 U.S.C. §§ 101 et seq. and 23 C.F.R.; and

xv. The applicable requirements of 49 C.F.R. Part 26 relating to the Disadvantaged Business Enterprise program.

AGREED TO AND ACKNOWLEDGED THIS 17th DAY OF July, 2026

Freese and Nichols, Inc.

a Texas company

By: _____

Jason Ward, PE

Principal/Vice President

Date: 7/17/2026

EXHIBIT "D"
CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at http://www.brazoria-county.com/purch/Index.asp.

NOT APPLICABLE

EXHIBIT "E"
CONFLICT OF INTEREST DISCLOSURE

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

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

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM.

Texas Local Government Code Chapter 176 can be found here:
http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

EXHIBIT "F"
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.31. **7/28/2026**

Engineering Services for the City of Sweeny Fire Hydrant and Water Line Looping Project (Precinct 4)

Approve the expenditure of $164,456.00 to Freese and Nichols, Inc. to develop plans, specifications and estimates for the City of Sweeny Fire Hydrant and Water Line Looping Project.

Whereas, the attached scope of work identifies the services necessary to support the design process for the Project; and

Whereas, funds for this expenditure are available via the 2026 Road & Bridge Budget and are a part of the CDBG-MIT Contract in partnership with the General Land Office (GLO).

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.

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This Agreement for professional services ("Agreement") is made and entered into by and between **BRAZORIA COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as the "County" and Freese and Nichols, Inc., a Texas Corporation, hereinafter referred to as "Consultant".

RECITALS

The County intends to oversee improvements to the City of Sweeny's Water System through the Sweeny Fire Hydrant Expansion Project., hereinafter called the "Project"

The County desires that Consultant perform certain professional engineering and related services in connection with the Project; and

Consultant represents that it is qualified and desires to perform such services.

In consideration of the mutual covenants, agreements and benefits to the Parties hereto, it is agreed as follows:

TERMS

Article 1
Scope of Agreement

1.01 The Consultant agrees to perform professional engineering services as set forth in the Exhibits attached hereto and incorporated herein.

Article 2
Character and Extent of Services

2.01 The Consultant shall perform its obligations under this Contract in accordance with the Scope of Work within the Consultant's proposal attached hereto as Exhibit "A." County and Consultant may agree to amend this contract. All amendments to this contract will be added as "Exhibit F-*" (F-1, F-2, etc.).

2.02 The Consultant and County agree and acknowledge that the County is entering into this Contract in reliance on the Consultant's competence and qualifications, as those were presented to County by Consultant with respect to professional services. The Consultant, in consideration for the compensation set forth expressly herein, shall at all times utilize its skill and attention to fully, timely, and properly render professional services for the development of the Project to final completion as set out in, or reasonably inferred from, the Scope of Work. This shall be done in a manner utilizing the degree of care ordinarily

used by Consultants performing similar services on projects of a similar nature and scope within the State of Texas.

2.03 The Consultant shall be represented by a professional engineer, who has been assigned by Consultant to manage the Project, licensed to practice in the State of Texas, at meetings of any official nature concerning the Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, pre-construction meetings and construction meetings with County and staff and/or its contractors, unless otherwise set forth in the Scope of Work or approved in writing by the County.

2.04 Work, labor, services, and materials to be furnished by Consultant shall fully comply with applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work. In the event of any change in the applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work for the Project, which occur after the Effective Date of the Contract, and which Consultant was not and should not reasonably have been aware of, which require changes to the Work that has already been completed by the Consultant, or require work outside the Scope of Work, then the Consultant and the County shall attempt to agree in writing on the required modifications to the Scope of Work and an equitable fee and time adjustment resulting from such additional Scope of Work. Conflicts between any applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work shall be brought to the attention of the County by Consultant.

2.05 Consultant shall comply with all Federal laws, including but not limited to, the specific laws identified and attached hereto as Exhibit "C" and incorporated herein and made part of this contract. The Consultant shall require and ensure that its contractors and subcontractors comply with all applicable laws.

2.06 All work provided under this Agreement shall conform to and be in the format required by Federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, the Federal Highways Administration, the Federal Emergency Management Agency, the Environmental Protection Agency, the Texas Commission on Environmental Quality, and the Texas Department of Transportation as applicable to the project. Other Federal and local funding sources may impose additional and/or differing requirements. The project may utilize funding from the following: grants, ad valorem taxes; general obligation bonds, which all requirements for this contract must adhere to the requirements.

2.07 Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

Article 3
Time for Performance

3.01 The Consultant shall complete the services called for in this Agreement as set forth in schedule specified in Exhibit "A" or as further modified in Exhibit "F-*." Consultant understands that time is of the essence to complete the services by the scheduled deadlines.

Article 4
Consultant Compensation

4.01 For and in consideration of the services rendered by the Consultant under Article 2, the County shall pay to the Consultant in accordance with its Fee Schedule in **Exhibit "A"** or as further modified in **Exhibit "F-*."**

Article 5
Time of Payment

5.01 Monthly payments shall be made based upon that portion of the work which has been completed. Consultant shall provide, no later than the last day of each calendar month a sworn statement to the County Engineer, setting forth the percentage of the services provided which were completed during such calendar month, the compensation due, Consultant's hourly rates, if applicable, subcontractor invoices and the respective backup documentation, and any other documentation required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Consultant certifying that the work was performed, it was authorized by the County Engineer and that all information contained in the invoice being submitted is true and correct.

5.02 Consultant agrees to maintain, for a period of five (5) years, detailed time records identifying each person performing the services, the date or dates that the services were performed, the applicable hourly rates, the total amount billed for each person and the total amount billed for all persons, and shall provide such other details as may be requested by the County Auditor for verification purposes. The Consultant shall retain its records and shall keep same available for inspection during regular business hours by County officials.

5.03 The Consultant's statement becomes due and payable within thirty (30) days after receipt and approval by County. The approval or payment shall not be considered to be evidence of performance by the Consultant to the point indicated by such statement or of receipt or acceptance by the County of the work covered by such statement.

Article 6
Compliance Standards

6.01 The Consultant agrees to perform the work hereunder in accordance with County's road and bridge specifications or Texas Department of Transportation road and bridge specifications, Brazoria County Drainage Criteria Manual and other generally accepted standards applicable thereto, and shall use that degree of care and skill commensurate with the Consultants profession to comply with all applicable state, Federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and Consultant's performance.

Article 7
Procurement, Suspension and Debarment

7.01 The Consultant certifies by execution of this Agreement or Contract that it is not ineligible for such participation in Federal or state assistance programs. The Consultant further agrees to include this certification in all Agreements or Contracts between itself and any subcontractor in connection with the services performed under this Agreement or Contract. The Consultant also certifies that it will notify the County in writing if it is not in compliance with Federal or State assistance programs at any time during the term of this Agreement or Contract. The Consultant agrees to refund Brazoria County for any payments made to the Consultant that would have been properly payable or reimbursable from Federal or state funds but for the fact that such payment failed to comply with Federal or state assistance programs.

Article 8
Ownership of Documents, Copyright

8.01 The County shall be the absolute and unqualified owner of all drawings, preliminary layouts, electronic documents and drawings, record drawings, sketches, reports, and other documents completed or partially completed, mylar reproducibles, preliminary layouts, created, produced, developed, or prepared, pursuant to this Agreement, by the Consultant or its approved outside advisory or support consultants (collectively the "Documents") with the same force and effect as if the County prepared same.

8.02 Consultant shall deliver all Documents to County within thirty (30) days of the termination or upon completion of this Agreement, whichever occurs first.

8.03 The Consultant may retain one (1) set of reproducible copies of such documents and such copies shall be for the Consultant's sole use in preparation of studies or reports for Brazoria County only. The Consultant is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

8.04 County shall be the owner of all intellectual property rights of the services rendered hereunder including all rights of copyright therein.

Article 9
Public Contact

9.01 Contact with the news media, citizens of Brazoria County, the State of Texas or other governmental agencies shall be the responsibility of the County. Under no circumstances shall the Consultant release any material or information developed in the performance of its services hereunder without the express prior written permission of the County.

Article 10
Consultant's Insurance Requirements

10.01 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall

not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (except Professional Liability which is on a Claims Made policy) from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on Exhibit "B."

10.02 County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.03 If required coverage is written on a claims-made basis, Consultant represents that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article 11
Indemnification

11.01 THE CONSULTANT SHALL INDEMNIFY THE COUNTY FROM AND AGAINST CLAIMS AND LIABILITY, PERFORMED UNDER THIS CONTRACT WHICH RESULT FROM NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL IN PROPORTION OF CONSULTANT'S LIABILITY BE RESPONSIBLE TO REIMBURSE THE COUNTY FOR REASONABLE EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE CONSULTANT, ITS AGENTS, OR EMPLOYEES.

11.02 CONSULTANTS DUTY TO INDEMNIFY COUNTY SHALL AS DESCRIBED ABOVE BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

Article 12
Dispute Resolution

12.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Consultant agree to submit the dispute to mediation.

12.02 All expenses associated with mediation shall be shared fifty (50) percent by each party.

12.03 The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law in equity under any applicable statutes of limitation.

Article 13
Termination

13.01 The County may terminate this Agreement at any time by notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, electronic data files, drawings and specifications of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

Article 14
Notice

14.01 Any notice permitted or required to be given to the County hereunder may be given by hand-delivery or certified United States mail, postage prepaid, return receipt requested addressed to:

County:	**Consultant:**
Brazoria County Engineer	Freese and Nichols, Inc.
451 N. Velasco, Suite 230	11200 Broadway Street, Suite 2320
Angleton, Texas 77515	Pearland, Texas 77584
ATTN: Matthew Hanks, JD, PE	ATTN: Jason Ward, P.E.
Email: matth@brazoria-county.com	Email: JVW@Freese.com
Phone: 979-864-1265	Phone: 713-600-6853

14.02 Such notice shall be deemed given upon receipt of hand-delivery or, if mailed, three days after the date of deposit of the notice in the United States mail as aforesaid.

Article 15
Successors and Assigns

15.01 Neither the County nor the Consultant shall assign, sublet, or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

Article 16
Applicable Law

16.01 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Brazoria County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

Article 17
Modifications

17.01 This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

Article 18
Authority of County Engineer

18.01 The County Engineer shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Consultant. His decision shall be final. It is mutually agreed by both parties that the County Engineer shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Engineer in such shall be final and binding alike on both parties hereto. But, nothing contained in this Article shall be construed to authorize the County Engineer to alter, vary or amend any of the terms or provisions of this Agreement.

Article 19
Severability

19.01 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Article 20
Merger

20.01 The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

Article 21
Boycott Verification

21.01 This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose

2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   (B) does business with a company described by Paragraph (A).

3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
   (A) means, with respect to the entity or association, to:
      (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

4. “Company” has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:
(A) does not boycott Israel currently;
(B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
(C) does not boycott energy companies currently;
(D) will not boycott energy companies during the term of the contract the named Company,

business or individual with Brazoria County, Texas;
(E) does not discriminate against a firearm entity of firearm trade association currently; and
(F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

21.02 All requirements of Subtitle A, Title 8 Government Code Chapter 808, apply to this contract and the Consultant, by signing below, hereby verifies its understanding of the exemptions contained therein.

21.03 Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of this subchapter.

Article 22
Attachments

22.01 The following attachments are a part of this Agreement:

Exhibit A	Scope of Work, Fee Schedule and Project Schedule
Exhibit B	County's minimum insurance requirements
Exhibit C	Compliance with Laws
Exhibit D	Certificate of Interested Parties
Exhibit E	Conflict of Interest Disclosure
Exhibit F	Contract Amendments (As Needed)

Article 22
Execution

23.01 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.

Brazoria County, Texas

By: _____

L.M. (Matt) Sebesta, Jr

County Judge

Date: _____

Freese and Nichols, Inc.

a Texas company

By: _____

Name: **Jason Ward, P.E.**

Title: **Principal/Vice President**

Date: 7/17/2026

EXHIBIT "A"
SCOPE OF WORK, FEE SCHEDULE AND PROJECT SCHEDULE

TEXAS GENERAL LAND OFFICE
ENGINEERING
SCOPE OF WORK

SCOPE OF SERVICES REQUESTED 2
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS 2
ENGINEERING SERVICES 2

SCOPE OF SERVICES REQUESTED

Providers will help the GLO fulfill State and Federal Community Development Block Grant Disaster Recovery ("CDBG-DR") statutory responsibilities related to disaster recovery for presidentially declared disasters in Texas. Providers will assist the GLO and grant recipients in the completion of CDBG qualified housing or nonhousing projects. Respondents may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO. Providers will be bound to specific terms and conditions found in the sample general terms and conditions.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

General Requirements

(a) Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO. regarding project design services.

(b) Provide monthly project status updates.

(c) Funding release will be based on deliverables identified in the contract.

Initial Engineering and Design Support

Respondents will be required to show the ability to provide all the Engineering services described below:

(a) Assist with the development of grant applications, as necessary.

(b) Provide all project information necessary to ensure timely execution of the environmental review.

(c) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:

i. Typical sections

ii. Project layout/staging areas

iii. General notes

iv. Special notes

v. Design details

vi. Specifications

vii. Utility relocation designs

viii. Construction limits, including environmentally sensitive areas that should be avoided during construction

ix. Required permits

x. Quantities

xi. Estimate of construction costs to within +/- 25%

xii. Schedules for design, permitting, acquisition and construction

(d) Design surveying, topographic and utility mapping.

(e) Submit one-call ticket and tie down locations of franchise utilities.

(f) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.

(g) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.

(h) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.

(i) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.

(j) Prepare plans for the selected alternative. Prepare project details showing typical depths. Provide additional details at critical locations.

(k) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.

(l) Provide project schedules from cradle to grave in MS Project format or equal as approved by the subrecipient based on GLO guidance.

Engineering and Final Design Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

(a) Prepare plans, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:

i. Typical sections

ii. Project layout/staging areas

iii. General notes

iv. Special notes

v. Design details

vi. Specifications

vii. Utility relocation designs

viii. Construction limits, including environmentally sensitive areas that should be avoided during construction

ix. Required permits

x. Quantities

xi. Estimate of construction costs to within +/- 20%

xii. Schedules for design, permitting, acquisition and construction

(b) Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.

(c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.

(d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF

packages and should contain all corresponding references, databases, or files associated with the completed design documents.

(e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

Bid and Award Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support.

(a) Submit appropriate items and support subrecipient in the development of complete bid package.

(b) Prepare and assist subrecipient in the advertisements for bid solicitation.

(c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).

(d) Attend and support subrecipient at pre-bid conference and bid opening.

(e) Support subrecipient with ongoing communication during bid process.

(f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.

(g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.

(h) Support subrecipient in the conducting of a preconstruction conference.

Contract Management and Construction Oversight

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

(a) Ensure delivery of subrecipient project in accordance with contract.

(b) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project (up to 9).

(c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.

(d) Provide periodic and final inspections and tests reports, as required for the project.

(e) Provide construction oversight activities at a minimum on a bi-weekly basis (every other week) or as directed by the GLO or subrecipient (up to 18 site visits).

(f) Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.

(g) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.

(h) Review and respond to requests for information/clarification.

(i) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.

(j) Develop a final "as built" report of quantities, drawings, and specifications.

(k) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.

(l) Deliver "as-built" drawings to the subrecipient within 30 days of project completion.

(m) Host and/or attend project coordination meetings by phone, or by video conference, which may or may not fall during normal business hours (up to 8).

(n) Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.

(o) Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).

(p) Submit all final invoices within 60 days after contract or work order expiration.

Specialized Services

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

(a) Provide Detailed Surveying as may be required for a project.

Proposed Fee

The proposed fee for the scope of work shall be paid on a lump sum basis per the payment schedule outlined below in the amount of **$164,456.00.**

Payment Schedule

Milestone	% of Contract Fee
Engineering Notice to Proceed	20%
60% Design Submitted	20%
100% Design Approved	25%
Bid Advertise	10%
Construction Notice to Proceed	10%
As-Builts Approved and Accepted	15%
Total	**100%**

Project Schedule

Proposed schedule is attached.

City of Sweeny
Waterline Replacement
Project Schedule

ID	Task Name	Duration	Start	Finish
1	Waterline Replacement GLO Proposal	0 days	Fri 5/22/26	Fri 5/22/26
2	City of Sweeny Approval	10 days	Mon 5/25/26	Fri 6/5/26
3	Notice to Proceed	0 days	Fri 6/19/26	Fri 6/19/26
4	Project Kickoff Meeting	0 days	Fri 6/19/26	Fri 6/19/26
5	**Subconsultant Field Work**	**40 days**	**Mon 6/22/26**	**Fri 8/14/26**
6	Topographic Survey	30 days	Mon 6/22/26	Fri 7/31/26
7	Review Survey Data	5 days	Mon 8/3/26	Fri 8/7/26
8	Receive Revised Topographic Survey	5 days	Mon 8/10/26	Fri 8/14/26
9	**60% Design**	**45 days**	**Mon 8/17/26**	**Fri 10/16/26**
10	Develop 60% Plan Sheets	10 days	Mon 8/17/26	Fri 8/28/26
11	Develop 60% Standard Details & General Notes	5 days	Mon 8/31/26	Fri 9/4/26
12	Develop 60% Specifications	5 days	Mon 9/7/26	Fri 9/11/26
13	Internal 60% Design QC Review	5 days	Mon 9/14/26	Fri 9/18/26
14	Finalize 60% Design Plans and Specs	10 days	Mon 9/21/26	Fri 10/2/26
15	Submit 60% Design Plans and Specs	0 days	Fri 10/2/26	Fri 10/2/26
16	City of Sweeny Review	9 days	Mon 10/5/26	Thu 10/15/26
17	60% Design Review Meeting	1 day	Fri 10/16/26	Fri 10/16/26
18	**90% Design**	**82 days**	**Mon 10/19/26**	**Tue 2/9/27**
19	Incorporate 60% Design Review Meeting Comments	3 days	Mon 10/19/26	Wed 10/21/26
20	Develop 90% Plan Sheets	7 days	Thu 10/22/26	Fri 10/30/26
21	Develop 90% Specs	3 days	Mon 11/2/26	Wed 11/4/26
22	Develop 90% Details	2 days	Thu 11/5/26	Fri 11/6/26
23	Internal QC Review	5 days	Mon 11/9/26	Fri 11/13/26
24	Finalize 90% Design Plans and Specs	8 days	Mon 11/16/26	Wed 11/25/26
25	Submit 90% Design Plans and Specs	0 days	Wed 11/25/26	Wed 11/25/26
26	City of Sweeny Review	9 days	Thu 11/26/26	Tue 12/8/26
27	GLO Admin Review	9 days	Thu 11/26/26	Tue 12/8/26
28	Design Review Meeting	0 days	Tue 12/8/26	Tue 12/8/26
29	GLO Environmental Review	45 days	Wed 12/9/26	Tue 2/9/27
30	TCEQ Review	45 days	Wed 12/9/26	Tue 2/9/27
31	**100% Design**	**45 days**	**Wed 2/10/27**	**Tue 4/13/27**
32	Incorporate 90% Design Review Meeting and Agency Review Comments	3 days	Wed 2/10/27	Fri 2/12/27
33	Prepare 100% Design Plans and Specs	5 days	Mon 2/15/27	Fri 2/19/27
34	Internal QC Review	5 days	Mon 2/22/27	Fri 2/26/27
35	Finalize 100% Design Plans and Specs	5 days	Mon 3/1/27	Fri 3/5/27
36	Submit Final Design Plans and Specs to City	0 days	Fri 3/5/27	Fri 3/5/27
37	GLO Admin and City Bid Package Review	10 days	Mon 3/8/27	Fri 3/19/27
38	GLO AUGF	45 days	Wed 2/10/27	Tue 4/13/27
39	**Bid Phase**	**50 days**	**Wed 4/14/27**	**Tue 6/22/27**
40	Issue for Bid	1 day	Wed 4/14/27	Wed 4/14/27
41	1st Week Newspaper Ad	5 days	Thu 4/15/27	Wed 4/21/27
42	2nd Week Newspaper Ad	5 days	Thu 4/22/27	Wed 4/28/27
43	Pre-Bid Meeting	1 day	Thu 4/29/27	Thu 4/29/27
44	Bid Opening	14 days	Fri 4/30/27	Wed 5/19/27
45	Bid Evaluation	3 days	Thu 5/20/27	Mon 5/24/27
46	Recommendation of Award	1 day	Tue 5/25/27	Tue 5/25/27
47	Council Award	20 days	Wed 5/26/27	Tue 6/22/27
48	**Construction**	**210 days**	**Mon 7/26/27**	**Fri 5/12/28**
49	NTP	1 day	Mon 7/26/27	Mon 7/26/27
50	Shop Drawings	30 days	Tue 7/27/27	Wed 8/25/27
51	Mobilization	30 days	Tue 7/27/27	Wed 8/25/27
52	Waterline Construction	210 days	Thu 8/26/27	Wed 3/22/28
53	Substantial Completion Review	5 days	Thu 3/23/28	Mon 3/27/28
54	Punchlist Items	30 days	Tue 3/28/28	Wed 4/26/28
55	Final Completion Review	2 days	Thu 4/27/28	Fri 4/28/28
56	GLO Project Closeout	30 days	Mon 4/3/28	Fri 5/12/28

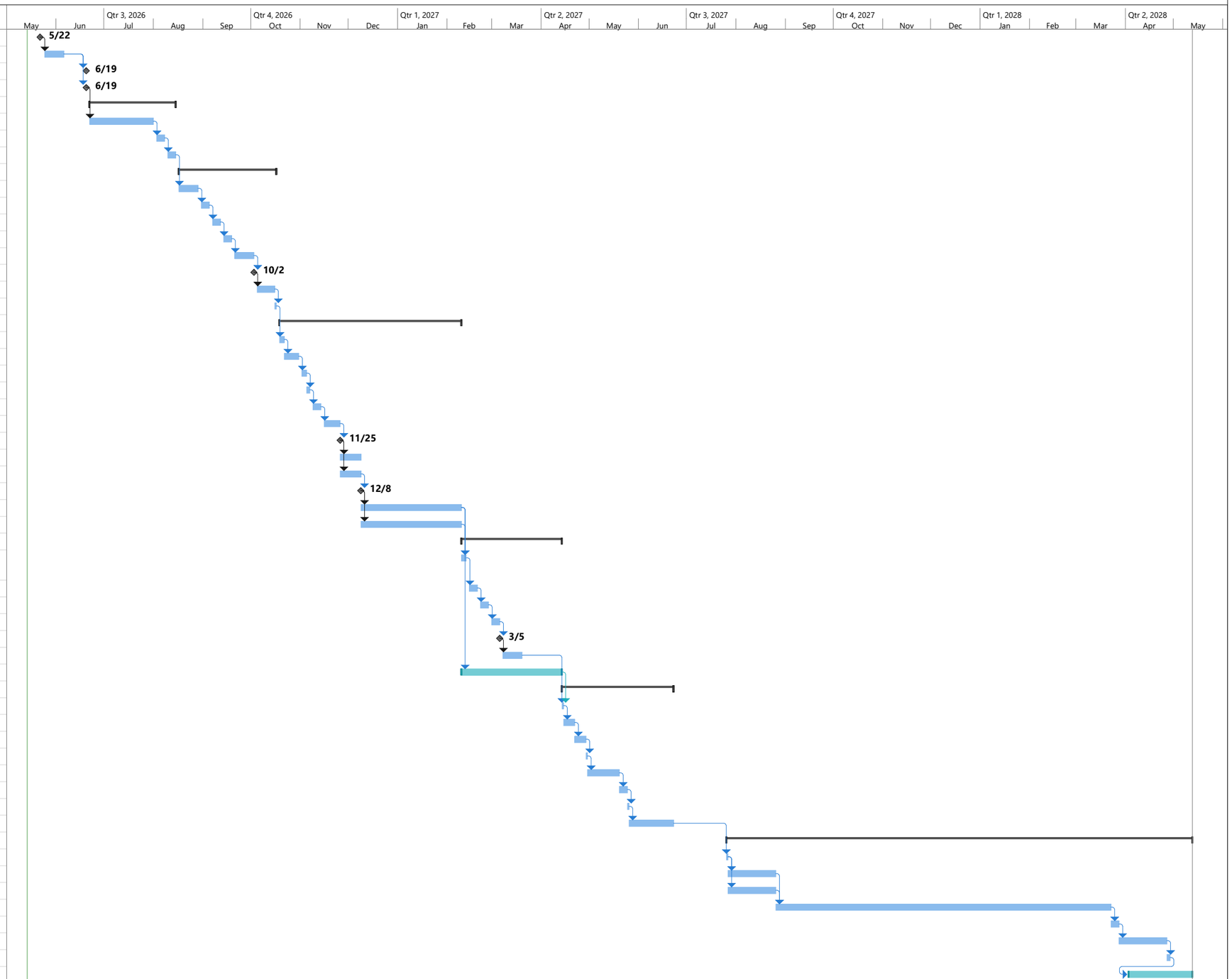


EXHIBIT "B"
INSURANCE REQUIREMENTS

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

2. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

3. Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

5. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

EXHIBIT "C"
COMPLIANCE WITH LAWS

The Consultant agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to transportation projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors comply with applicable laws:

i. The Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. §§ 12101 et seq.; 28 C.F.R. § 35; 29 C.F.R. § 1630);

ii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.) and United States Department of Transportation regulation, 49 C.F.R. Part 21;

iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601 et seq.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to acquisitions by the Borrower of easements or other real property rights for the relocated facilities;

iv. Equal employment opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 F.R. 12319), any Executive Order amending such order, and implementing regulations (29 C.F.R. §§ 1625-27, 1630; 28 C.F.R. § 35; 41 C.F.R. § 60; and 49 C.F.R. § 27);

v. Restrictions governing the use of Federal appropriated funds for lobbying (31 U.S.C. § 1352; 49 C.F.R. § 20);

vi. The Clean Air Act, as amended (42 U.S.C. §§ 1857 et seq., as amended by Pub. L. 91-604);

vii. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.);

viii. The Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq., as amended by Pub. L. 92-500);

ix. The Endangered Species Act, 16 U.S.C. § 1531, et seq.

x. 23 U.S.C. §138 [49 U.S.C. §303]

xi. The health and safety requirements set forth in 23 C.F.R. § 635.108;

xii. The prevailing wage requirements set forth in 42 U.S.C. § 276a, 23 U.S.C. § 113, as supplemented by 29 C.F.R. Part 5, 23 C.F.R. §§ 635.117(f), 635.118 and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements;

xiii. The Buy America requirements set forth in Section 165 of the Surface Transportation Assistance Act of 1982 and implementing regulations (23 C.F.R. § 635.410);

xiv. The requirements of 23 U.S.C. §§ 101 et seq. and 23 C.F.R.; and

xv. The applicable requirements of 49 C.F.R. Part 26 relating to the Disadvantaged Business Enterprise program.

AGREED TO AND ACKNOWLEDGED THIS 17th DAY OF July, 2026

Freese and Nichols, Inc.

a Texas company

By: _____

Name: Jason Ward, P.E.

Title: Principal/Vice President

Date: 7/17/2026

EXHIBIT "D"
CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at http://www.brazoria-county.com/purch/Index.asp.

NOT APPLICABLE

EXHIBIT "E"
CONFLICT OF INTEREST DISCLOSURE

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

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

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM.

Texas Local Government Code Chapter 176 can be found here:
http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

EXHIBIT "F"
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.32. **7/28/2026**

Engineering Services for the City of West Columbia Water Plant Number 3 Storage Facilities Improvements Project (Precinct 4)

Approve the expenditure of $216,120.00 to Freese and Nichols, Inc. to perform Construction Engineering Inspection (CEI) services for the City of West Columbia Water Plant No. 3 Storage Facilities Improvements Project.

Whereas, the attached scope of work identifies the CEI related activities for the Project; and

Whereas, funds for this expenditure are available via the 2026 Road & Bridge Budget and are a part of the CDBG-MIT Contract in partnership with the General Land Office (GLO).

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.

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This Agreement for professional services ("Agreement") is made and entered into by and between **BRAZORIA COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as the "County" and Freese and Nichols, Inc., a Texas Corporation, hereinafter referred to as "Consultant".

RECITALS

The County intends to oversee improvements to the City of West Columbia's Water Plant #3 through the West Columbia Water Plant and Systems Improvements Project., hereinafter called the "Project"

The County desires that Consultant perform certain professional engineering and related services in connection with the Project; and

Consultant represents that it is qualified and desires to perform such services.

In consideration of the mutual covenants, agreements and benefits to the Parties hereto, it is agreed as follows:

TERMS

Article 1
Scope of Agreement

1.01 The Consultant agrees to perform professional engineering services as set forth in the Exhibits attached hereto and incorporated herein.

Article 2
Character and Extent of Services

2.01 The Consultant shall perform its obligations under this Contract in accordance with the Scope of Work within the Consultant's proposal attached hereto as **Exhibit "A."** County and Consultant may agree to amend this contract. All amendments to this contract will be added as **"Exhibit F-*"** (F-1, F-2, etc.).

2.02 The Consultant and County agree and acknowledge that the County is entering into this Contract in reliance on the Consultant's competence and qualifications, as those were presented to County by Consultant with respect to professional services. The Consultant, in consideration for the compensation set forth expressly herein, shall at all times utilize its skill and attention to fully,

timely, and properly render professional services for the development of the Project to final completion as set out in, or reasonably inferred from, the Scope of Work. This shall be done in a manner utilizing the degree of care ordinarily used by Consultants performing similar services on projects of a similar nature and scope within the State of Texas.

2.03 The Consultant shall be represented by a professional engineer, who has been assigned by Consultant to manage the Project, licensed to practice in the State of Texas, at meetings of any official nature concerning the Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, pre-construction meetings and construction meetings with County and staff and/or its contractors, unless otherwise set forth in the Scope of Work or approved in writing by the County.

2.04 Work, labor, services, and materials to be furnished by Consultant shall fully comply with applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work. In the event of any change in the applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work for the Project, which occur after the Effective Date of the Contract, and which Consultant was not and should not reasonably have been aware of, which require changes to the Work that has already been completed by the Consultant, or require work outside the Scope of Work, then the Consultant and the County shall attempt to agree in writing on the required modifications to the Scope of Work and an equitable fee and time adjustment resulting from such additional Scope of Work. Conflicts between any applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work shall be brought to the attention of the County by Consultant.

2.05 Consultant shall comply with all Federal laws, including but not limited to, the specific laws identified and attached hereto as **Exhibit "C"** and incorporated herein and made part of this contract. The Consultant shall require and ensure that its contractors and subcontractors comply with all applicable laws.

2.06 All work provided under this Agreement shall conform to and be in the format required by Federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, the Federal Highways Administration, the Federal Emergency Management Agency, the Environmental Protection Agency, the Texas Commission on Environmental Quality, and the Texas Department of Transportation as applicable to the project. Other Federal and local funding sources may impose additional and/or differing requirements. The project may utilize funding from the following: grants, ad valorem taxes; general obligation bonds, which all requirements for this contract must adhere to the requirements.

2.07 Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

Article 3
Time for Performance

3.01 The Consultant shall complete the services called for in this Agreement as set forth in schedule specified in **Exhibit "A"** or as further modified in **Exhibit "F-*."** Consultant understands that time is of the essence to complete the services by the scheduled deadlines.

Article 4
Consultant Compensation

4.01 For and in consideration of the services rendered by the Consultant under Article 2, the County shall pay to the Consultant in accordance with its Fee Schedule in **Exhibit "A"** or as further modified in **Exhibit "F-*."**

Article 5
Time of Payment

5.01 Monthly payments shall be made based upon that portion of the work which has been completed. Consultant shall provide, no later than the last day of each calendar month a sworn statement to the County Engineer, setting forth the percentage of the services provided which were completed during such calendar month, the compensation due, Consultant's hourly rates, if applicable, subcontractor invoices and the respective backup documentation, and any other documentation required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Consultant certifying that the work was performed, it was authorized by the County Engineer and that all information contained in the invoice being submitted is true and correct.

5.02 Consultant agrees to maintain, for a period of five (5) years, detailed time records identifying each person performing the services, the date or dates that the services were performed, the applicable hourly rates, the total amount billed for each person and the total amount billed for all persons, and shall provide such other details as may be requested by the County Auditor for verification purposes. The Consultant shall retain its records and shall keep same available for inspection during regular business hours by County officials.

5.03 The Consultant's statement becomes due and payable within thirty (30) days after receipt and approval by County. The approval or payment shall not be considered to be evidence of performance by the Consultant to the point indicated by such statement or of receipt or acceptance by the County of the work covered by such statement.

Article 6
Compliance Standards

6.01 The Consultant agrees to perform the work hereunder in accordance with County's road and bridge specifications or Texas Department of Transportation road and bridge specifications, Brazoria County Drainage Criteria Manual and other generally accepted standards applicable

thereto, and shall use that degree of care and skill commensurate with the Consultants profession to comply with all applicable state, Federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and Consultant's performance.

Article 7
Procurement, Suspension and Debarment

7.01 The Consultant certifies by execution of this Agreement or Contract that it is not ineligible for such participation in Federal or state assistance programs. The Consultant further agrees to include this certification in all Agreements or Contracts between itself and any subcontractor in connection with the services performed under this Agreement or Contract. The Consultant also certifies that it will notify the County in writing if it is not in compliance with Federal or State assistance programs at any time during the term of this Agreement or Contract. The Consultant agrees to refund Brazoria County for any payments made to the Consultant that would have been properly payable or reimbursable from Federal or state funds but for the fact that such payment failed to comply with Federal or state assistance programs.

Article 8
Ownership of Documents, Copyright

8.01 The County shall be the absolute and unqualified owner of all drawings, preliminary layouts, electronic documents and drawings, record drawings, sketches, reports, and other documents completed or partially completed, mylar reproducibles, preliminary layouts, created, produced, developed, or prepared, pursuant to this Agreement, by the Consultant or its approved outside advisory or support consultants (collectively the "Documents") with the same force and effect as if the County prepared same.

8.02 Consultant shall deliver all Documents to County within thirty (30) days of the termination or upon completion of this Agreement, whichever occurs first.

8.03 The Consultant may retain one (1) set of reproducible copies of such documents and such copies shall be for the Consultant's sole use in preparation of studies or reports for Brazoria County only. The Consultant is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

8.04 County shall be the owner of all intellectual property rights of the services rendered hereunder including all rights of copyright therein.

Article 9
Public Contact

9.01 Contact with the news media, citizens of Brazoria County, the State of Texas or other governmental agencies shall be the responsibility of the County. Under no circumstances shall the Consultant release any material or information developed in the performance of its services hereunder without the express prior written permission of the County.

Article 10
Consultant's Insurance Requirements

10.01 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (except Professional Liability which is on a Claims Made policy) from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "B."**

10.02 County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.03 If required coverage is written on a claims-made basis, Consultant represents that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article 11
Indemnification

11.01 THE CONSULTANT SHALL INDEMNIFY THE COUNTY FROM AND AGAINST CLAIMS AND LIABILITY, PERFORMED UNDER THIS CONTRACT WHICH RESULT FROM NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL IN PROPORTION OF CONSULTANT'S LIABILITY BE RESPONSIBLE TO REIMBURSE THE COUNTY FOR REASONABLE EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE CONSULTANT, ITS AGENTS, OR EMPLOYEES.

11.02 CONSULTANTS DUTY TO INDEMNIFY COUNTY SHALL AS DESCRIBED ABOVE BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

Article 12
Dispute Resolution

12.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Consultant agree to submit the dispute to mediation.

12.02 All expenses associated with mediation shall be shared fifty (50) percent by each party.

12.03 The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law in equity under any applicable statutes of limitation.

Article 13
Termination

13.01 The County may terminate this Agreement at any time by notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, electronic data files, drawings and specifications of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

Article 14
Notice

14.01 Any notice permitted or required to be given to the County hereunder may be given by hand-delivery or certified United States mail, postage prepaid, return receipt requested addressed to:

County:	**Consultant:**
Brazoria County Engineer	Freese and Nichols, Inc.
451 N. Velasco, Suite 230	10497 Town and Country Way, Suite 500
Angleton, Texas 77515	Houston, Texas 77024
ATTN: Matthew Hanks, JD, PE	ATTN: Jason Ward, PE
Email: matth@brazoria-county.com	Email: jvw@freese.com
Phone: 979-864-1265	Phone: 713-600-6853

14.02 Such notice shall be deemed given upon receipt of hand-delivery or, if mailed, three days after the date of deposit of the notice in the United States mail as aforesaid.

Article 15
Successors and Assigns

15.01 Neither the County nor the Consultant shall assign, sublet, or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

Article 16
Applicable Law

16.01 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Brazoria County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

Article 17
Modifications

17.01 This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

Article 18
Authority of County Engineer

18.01 The County Engineer shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Consultant. His decision shall be final. It is mutually agreed by both parties that the County Engineer shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Engineer in such shall be final and binding alike on both parties hereto. But, nothing contained in this Article shall be construed to authorize the County Engineer to alter, vary or amend any of the terms or provisions of this Agreement.

Article 19
Severability

19.01 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Article 20
Merger

20.01 The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

Article 21
Boycott Verification

21.01 This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose

2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   (B) does business with a company described by Paragraph (A).

3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
   (A) means, with respect to the entity or association, to:
      (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be

paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:

(A) does not boycott Israel currently;
(B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
(C) does not boycott energy companies currently;
(D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
(E) does not discriminate against a firearm entity of firearm trade association currently; and
(F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

21.02 All requirements of Subtitle A, Title 8 Government Code Chapter 808, apply to this contract and the Consultant, by signing below, hereby verifies its understanding of the exemptions contained therein.

21.03 Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of this subchapter.

Article 22
Attachments

22.01 The following attachments are a part of this Agreement:

Exhibit A	Scope of Work, Fee Schedule and Project Schedule
Exhibit B	County's minimum insurance requirements
Exhibit C	Compliance with Laws
Exhibit D	Certificate of Interested Parties
Exhibit E	Conflict of Interest Disclosure
Exhibit F	Contract Amendments (As Needed)

Article 22
Execution

23.01 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.

Brazoria County, Texas

By: _____

L.M. (Matt) Sebesta, Jr

County Judge

Date: _____

Freese and Nichols, Inc.

a Texas company

By: _____

Jason Ward, PE

Principal/Vice President

Date: 7/17/2026

EXHIBIT "A"
SCOPE OF WORK, FEE SCHEDULE AND PROJECT SCHEDULE

TEXAS GENERAL LAND OFFICE
ENGINEERING
SCOPE OF WORK

SCOPE OF SERVICES REQUESTED 2
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS 2
ENGINEERING SERVICES 2

SCOPE OF SERVICES REQUESTED

Providers will help the GLO fulfill State and Federal Community Development Block Grant Disaster Recovery ("CDBG-DR") statutory responsibilities related to disaster recovery for presidentially declared disasters in Texas. Providers will assist the GLO and grant recipients in the completion of CDBG qualified housing or nonhousing projects. Respondents may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO. Providers will be bound to specific terms and conditions found in the sample general terms and conditions.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

General Requirements

(a) Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO. regarding project design services.

(b) Provide monthly project status updates.

(c) Funding release will be based on deliverables identified in the contract.

Bid and Award Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support.

(a) Submit appropriate items and support subrecipient in the development of complete bid package.

(b) Prepare and assist subrecipient in the advertisements for bid solicitation.

(c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).

(d) Attend and support subrecipient at pre-bid conference and bid opening.

(e) Support subrecipient with ongoing communication during bid process.

(f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.

(g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.

(h) Support subrecipient in the conducting of a preconstruction conference.

Contract Management and Construction Oversight

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

(a) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project. (up to 10)

(b) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.

(c) Provide periodic and final inspections and tests reports, as required for the project.

(d) Provide construction observations at a minimum on a bi-weekly basis (every other week) or as directed by the GLO or subrecipient (up to 21 site visits).

(e) Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.

(f) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.

(g) Review and respond to requests for information/clarification.

(h) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.

(i) Develop a final "as built" report of quantities, drawings, and specifications.

(j) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.

(k) Deliver "as-built" drawings to the subrecipient within 30 days of project completion.

(l) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours (up to 10).

(m) Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).

(n) Submit all final invoices within 60 days after contract or work order expiration.

Specialized Services

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

(a) Provide Construction Inspection as outlined in AWWA Manual of Water Supply Practice M42.

Proposed Fee

The proposed fee for the scope of work shall be paid on a lump sum basis in the amount of **$216,120.00.**

Project Schedule

Proposed schedule is attached.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	% Complete
1		**West Columbia Water Plant No. 3 Rehab**	**349 days**	**Fri 10/2/26**	**Wed 2/2/28**		**0%**
2		**Package 3 - WP No. 3 Rehab**	**349 days**	**Fri 10/2/26**	**Wed 2/2/28**		**0%**
3		**Funding Coordination**	**65 days**	**Fri 10/2/26**	**Thu 12/31/26**		**0%**
4		Environmental Review	65 days	Fri 10/2/26	Thu 12/31/26		0%
5		**Bid Phase**	**35 days**	**Fri 1/1/27**	**Thu 2/18/27**		**0%**
6		Advertisement	25 days	Fri 1/1/27	Thu 2/4/27	3	0%
7		Bids Due	0 days	Thu 2/4/27	Thu 2/4/27	6	0%
8		Award	0 days	Thu 2/18/27	Thu 2/18/27	7FS+10 days	0%
9		**Construction Phase**	**238 days**	**Fri 3/5/27**	**Wed 2/2/28**		**0%**
10		Notice to Proceed	0 days	Fri 3/5/27	Fri 3/5/27	8FS+11 days	0%
11		WP 3 Rehab Construction	208 days	Mon 3/8/27	Wed 12/22/27	10	0%
12		Substantial Completion	0 days	Wed 12/22/27	Wed 12/22/27	11	0%
13		Final Completion	0 days	Wed 2/2/28	Wed 2/2/28	12FS+30 days	0%

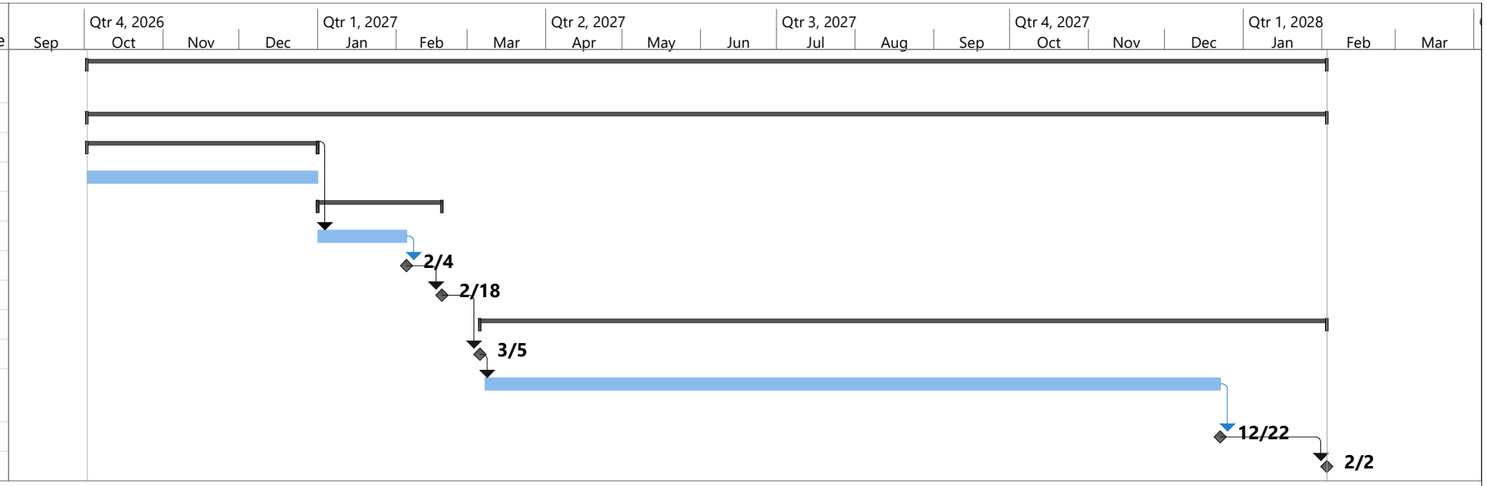


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EXHIBIT "B"
INSURANCE REQUIREMENTS

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

2. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

3. Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

5. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

EXHIBIT "C"
COMPLIANCE WITH LAWS

The Consultant agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to transportation projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors comply with applicable laws:

i. The Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. §§ 12101 et seq.; 28 C.F.R. § 35; 29 C.F.R. § 1630);

ii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.) and United States Department of Transportation regulation, 49 C.F.R. Part 21;

iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601 et seq.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to acquisitions by the Borrower of easements or other real property rights for the relocated facilities;

iv. Equal employment opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 F.R. 12319), any Executive Order amending such order, and implementing regulations (29 C.F.R. §§ 1625-27, 1630; 28 C.F.R. § 35; 41 C.F.R. § 60; and 49 C.F.R. § 27);

v. Restrictions governing the use of Federal appropriated funds for lobbying (31 U.S.C. § 1352; 49 C.F.R. § 20);

vi. The Clean Air Act, as amended (42 U.S.C. §§ 1857 et seq., as amended by Pub. L. 91-604);

vii. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.);

viii. The Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq., as amended by Pub. L. 92-500);

ix. The Endangered Species Act, 16 U.S.C. § 1531, et seq.

x. 23 U.S.C. §138 [49 U.S.C. §303]

xi. The health and safety requirements set forth in 23 C.F.R. § 635.108;

xii. The prevailing wage requirements set forth in 42 U.S.C. § 276a, 23 U.S.C. § 113, as supplemented by 29 C.F.R. Part 5, 23 C.F.R. §§ 635.117(f), 635.118 and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements;

xiii. The Buy America requirements set forth in Section 165 of the Surface Transportation Assistance Act of 1982 and implementing regulations (23 C.F.R. § 635.410);

xiv. The requirements of 23 U.S.C. §§ 101 et seq. and 23 C.F.R.; and

xv. The applicable requirements of 49 C.F.R. Part 26 relating to the Disadvantaged Business Enterprise program.

AGREED TO AND ACKNOWLEDGED THIS 17th DAY OF July, 2026

Freese and Nichols, Inc.

a Texas company

By: _____

Jason Ward, PE

Principal/Vice President

Date: 7/17/2026

EXHIBIT "D"
CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at http://www.brazoria-county.com/purch/Index.asp.

NOT APPLICABLE

EXHIBIT "E"
CONFLICT OF INTEREST DISCLOSURE

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

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

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM.

Texas Local Government Code Chapter 176 can be found here:
http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

EXHIBIT "F"
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.33. **7/28/2026**

Increase Water Lab Fees

The Court authorizes Brazoria County Health Department to increase the Water Lab fees from $15 per sample to $20 per sample to be effective September 1, 2026.

Further, that a copy of this Court Order to be sent to the Director of Public Health Services.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.34. **7/28/2026**

Deputy Constable Appointment - Constable Precinct 3

Upon request by Constable Precinct 3 Charles “Buck” Stevens, approve the appointment of the below stated person as a deputy constable.

Richard Hernandez, Jr. - Part Time Law Enforcement Bailiff

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)

7/16/26

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 Courtroom Security Bailiff
- ☐ 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.

Name: Richard Hernandez

Position #: 00002086

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 the county effective 7/29/2026.

Respectfully,

CB Stevens

C. B. "Buck" Stevens
Constable – Pct 3

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.35. **7/28/2026**

Deputy Constable Appointment - Constable Precinct 1

Upon request by Constable Precinct 1 Michael Fulton, approve the appointment of the below stated person(s) as a deputy constable.

Miguel Camero - Part Time Law Enforcement Bailiff
Domingo Gutierrez - Paid Reserve Deputy Constable

Brazoria County Constable Office Pct. 1
Constable-Elect Mike Fulton
202 Peach St., Suite 157
Lake Jackson, Texas 77566

Commissioners Court
Brazoria County Courthouse
237 E. Locust Street
Angleton, TX 77515

Re: Confirmation of Deputy Constable for Precinct 1

Dear Court:

In accordance with Section 86.011 of the Texas Local Government Code, I request the Court confirm the appointment of the attached listed individuals that will serve as a Deputy Constable for Precinct 1.

1. Miguel Camero – *Part Time Bailiff*
2. Domingo Gutierrez – *Paid Reserve (Currently working for Lake Jackson Police Department)*

Best Regards,

Mike Fulton – Constable
Brazoria County Constable Office Pct. 1

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.36. **7/28/2026**

Overtime Report - May 2026

Approve the Overtime Expense Report covering the month of May, 2026.

BRAZORIA COUNTY MONTHLY OVERTIME EXPENSE REPORT

Overtime FY 2026	OT WAGES	OT HOURS	# OF CHECKS			
October, 2025	$541,482.17	9,895.38	2 Pay Checks			
November, 2025	$456,627.11	8,481.18	2 Pay Checks			
December, 2025	$357,680.01	6,713.32	2 Pay Checks			
January, 2026	$448,639.53	8,656.40	3 Pay Checks	3 Payroll Checks in Month		
February, 2026	$386,120.07	7,249.54	2 Pay Checks			
March, 2026	$385,478.91	7,061.22	2 Pay Checks			
April, 2026	$356,186.15	6,550.99	2 Pay Checks			
May, 2026	$370,254.29	6,710.39	2 Pay Checks			
June, 2026	$428,425.09	7,658.64	2 Pay Checks	Memorial Day Beach OT	$85,976.46	1,442.50
July, 2026			3 Pay Checks	3 Payroll Checks, July 4th Beach OT		
August, 2026			2 Pay Checks			
September, 2026			2 Pay Checks	Labor Day Beach OT		
Total YTD	$3,730,893.33	68,977.06				

Overtime History	Wages	Hours
2025	$4,367,890.04	92,701.20
2024	$4,847,714.80	108,778.41
2023	$3,067,604.65	69,780.60
2022	$2,642,017.73	62,521.41
2021	$1,518,681.88	34,467.52
2020	$1,552,787.67	37,843.93
2019	$2,158,486.24	57,263.63
2018	$1,919,206.56	52,174.47
2017	$1,645,203.89	45,757.26
2016	$1,514,900.11	43,343.88
2015	$1,241,630.35	37,107.39
2014	$799,741.64	25,326.59

Overtime History	Wages	Hours
2013	$577,614.68	19,255.54
2012	$608,954.25	20,246.53
2011	$711,033.42	24,252.77
2010	$634,728.21	21,979.28
2009	$851,997.65	29,658.22
2008	$1,061,077.42	39,418.97
2007	$968,740.18	38,855.64
2006	$774,784.02	32,855.64
2005	$647,554.26	28,521.22
2004	$607,631.19	26,878.65
2003	$274,632.33	11,768.79

Brazoria County
Overtime Report

For the date range 5/16/2026 Through 6/12/2026

Department				Position Nbr	OT Earnings	OT Hrs
19300	District Attorney			00002136	$456.65	7.00
				00002220	$6,139.44	84.00
				00002253	$777.71	12.00
				00002137	$251.61	4.00
				00002211	$2,322.14	37.00
		Department Total - 19300			$9,947.55	144.00
25000	Courthouses and Associated Bui			00001209	$124.90	2.04
		Department Total - 25000			$124.90	2.04
30000	County Sheriff			00000498	$1,618.88	17.50
				00002241	$2,638.42	34.00
				00002185	$261.96	3.00
				00001517	$225.36	2.50
				00002151	$141.60	3.00
				00000540	$754.53	15.00
				00000043	$205.99	3.00
				00000553	$1,007.39	15.00
				00001582	$403.10	8.00
				00000594	$2,386.97	29.00
				00001085	$990.07	13.50
				00000494	$508.03	6.00
				00000506	$4,193.95	54.00
				00001867	$1,209.61	16.50
				00002213	$6,581.31	101.00
				00001586	$214.22	3.00
				00000592	$864.20	10.50
				00002006	$75.33	1.00
				00000507	$5,615.98	70.50
				00000492	$1,306.84	15.00
				00002278	$1,680.13	23.00
				00000510	$767.94	10.50
				00002280	$1,861.20	25.50
				00001512	$683.85	14.50
				00000584	$36.16	1.00

Department				Position Nbr	OT Earnings	OT Hrs
30000	County Sheriff			00000537	$469.65	7.00
				00000532	$1,207.25	18.00
				00001800	$1,054.20	14.00
				00000552	$492.27	8.00
				00000488	$1,626.25	25.00
				00002036	$1,783.98	31.00
				00000590	$675.38	11.00
				00000505	$1,672.85	25.00
				00001088	$737.43	11.00
				00000587	$1,067.11	18.00
				00000357	$944.62	14.50
				00001930	$2,482.79	34.00
				00000565	$129.37	2.50
				00000515	$61.16	1.00
				00000573	$2,361.96	50.00
				00002007	$1,169.52	18.00
				00000582	$102.60	2.75
				00000596	$1,783.50	27.50
				00000530	$415.59	7.00
				00000502	$650.00	10.00
				00000536	$1,106.05	16.50
				00001477	$325.57	5.00
				00000508	$1,273.19	17.00
				00000685	$2,563.04	39.50
				00002037	$1,782.52	30.00
				00000593	$772.86	15.00
				00001086	$1,103.97	17.00
				00001115	$86.42	1.50
				00000583	$289.46	8.00
				00002219	$3,881.10	60.00
				00000501	$388.97	6.00
				00002035	$2,894.91	42.00
				00000493	$585.85	9.00
				00002034	$307.40	5.00

Department				Position Nbr	OT Earnings	OT Hrs
30000	County Sheriff			00000567	$2,371.77	47.50
				00002271	$1,038.82	18.50
				00000563	$1,008.49	22.00
				00000112	$2,079.24	35.00
				00000575	$585.11	14.00
				00000491	$522.14	6.00
				00001724	$1,176.07	21.00
				00002301	$1,391.87	28.00
				00001083	$1,021.75	15.25
				00000529	$1,597.41	19.00
				00000595	$584.23	8.00
				00000560	$115.66	2.00
				00000503	$1,511.33	23.25
				00001471	$1,546.63	26.00
				00000523	$431.28	7.50
				00001475	$429.00	7.00
				00001099	$2,748.37	49.00
				00002182	$672.22	12.00
				00000549	$558.76	10.00
				00002038	$2,078.82	33.00
				00002169	$2,319.42	44.00
				00001961	$1,843.42	31.00
				00000499	$683.17	10.50
				00001649	$208.39	3.50
				00000500	$1,300.65	20.00
				00000555	$245.76	4.00
				00000598	$1,119.37	26.00
				00000495	$1,925.29	23.50
				00000562	$4,603.18	80.00
				00000531	$447.77	8.00
				00000509	$2,767.97	38.00
				00000585	$920.60	16.00
				00000550	$504.87	9.00
				00001478	$2,481.66	43.00

Department				Position Nbr	OT Earnings	OT Hrs
30000	County Sheriff			00002121	$491.25	8.50
				00000519	$307.26	5.50
				00000053	$1,550.22	36.00
				00002195	$223.42	4.00
				00000589	$2,401.53	43.00
				00001126	$842.36	16.00
				00000599	$2,717.13	69.00
				00000570	$295.71	6.25
				00002300	$1,210.53	21.00
				00000557	$920.42	16.00
				00001518	$473.76	12.00
				00000603	$115.03	2.00
				00000534	$3,127.17	56.00
				00001480	$52.88	1.00
				00000544	$1,898.48	34.00
				00002193	$2,177.66	39.00
				00000564	$2,499.88	63.50
				00001960	$404.46	7.00
				00002330	$111.68	2.00
				00000054	$1,086.21	31.00
				00000607	$195.44	3.50
				00000605	$1,322.85	23.00
				00000545	$1,667.93	29.00
				00000504	$3,295.86	51.00
				00000608	$2,135.88	37.00
				00002237	$1,463.73	27.00
		Department Total - 30000			$152,311.03	2,506.00
30100	Animal Control			00002203	$185.71	5.00
				00002198	$1,503.52	34.00
				00002205	$368.15	10.50
				00002204	$157.74	4.50
				00002202	$329.83	9.41
				00002199	$1,012.09	29.75

Department				Position Nbr	OT Earnings	OT Hrs
30100	Animal Control			00002201	$918.23	27.00
		Department Total - 30100			$4,475.27	120.16
30200	Crime Lab			00002229	$115.47	1.50
		Department Total - 30200			$115.47	1.50
32100	Constable-Precinct 1			00001550	$133.86	3.00
				00002083	$190.38	3.00
				00001354	$710.05	10.00
				00001845	$1,041.16	17.00
				00002248	$1,099.45	19.00
				00002008	$1,004.90	18.00
		Department Total - 32100			$4,179.80	70.00
32200	Constable-Precinct 2			00001579	$320.33	7.00
				00002336	$1,127.18	20.00
				00001552	$720.60	11.00
				00002012	$119.44	2.00
				00002042	$144.68	4.00
				00001578	$1,095.15	15.00
		Department Total - 32200			$3,527.38	59.00
32300	Constable-Precinct 3			00002013	$233.00	4.00
				00001062	$593.09	7.00
				00001581	$354.95	8.00
				00001553	$399.70	6.50
				00001580	$1,021.02	14.00
		Department Total - 32300			$2,601.76	39.50
32400	Constable-Precinct 4			00001806	$311.01	4.00
				00001853	$1,168.02	16.00
				00001551	$323.18	7.50
		Department Total - 32400			$1,802.21	27.50
35000	Detention Center			00000351	$1,246.29	22.00
				00001607	$1,701.19	30.00
				00000466	$1,190.71	21.00
				00000402	$113.35	1.50
				00000332	$3,832.20	68.00
				00000369	$1,804.34	32.00

Department				Position Nbr	OT Earnings	OT Hrs
35000	Detention Center			00000463	$516.24	10.00
				00000454	$4,000.06	58.00
				00000394	$517.20	10.00
				00001590	$302.23	6.00
				00000366	$4,320.60	92.00
				00000478	$440.59	8.50
				00000399	$3,669.00	46.00
				00000371	$519.88	9.00
				00001601	$503.01	10.00
				00002015	$79.14	1.50
				00000331	$4,179.80	54.00
				00000400	$924.07	13.00
				00000456	$5,308.89	75.00
				00000334	$7,341.58	107.00
				00000328	$3,598.50	46.50
				00000455	$5,809.37	84.50
				00000382	$183.71	4.00
				00000368	$472.62	10.00
				00000440	$593.36	13.00
				00000349	$1,931.01	41.00
				00000360	$1,832.27	39.00
				00000401	$4,963.07	74.50
				00000423	$2,646.66	56.00
				00000457	$991.72	21.00
				00000347	$4,750.00	104.00
				00000358	$1,064.56	24.00
				00000384	$171.55	3.75
				00000427	$5,388.44	118.00
				00000445	$456.08	10.00
				00001597	$6,381.90	140.00
				00000380	$1,065.76	23.25
				00000443	$3,152.72	69.00
				00000476	$2,100.84	46.00
				00000435	$2,279.69	50.00

Department				Position Nbr	OT Earnings	OT Hrs
35000	Detention Center			00000442	$595.76	13.00
				00001598	$1,511.32	33.00
				00001595	$638.34	14.00
				00000407	$455.96	10.00
				00000343	$455.96	10.00
				00000447	$1,023.51	22.45
				00000386	$1,033.05	22.00
				00000345	$2,055.71	45.00
				00000465	$182.42	4.00
				00000367	$1,463.33	33.00
				00000437	$1,458.94	32.00
				00001589	$1,951.74	44.00
				00000413	$46.96	1.00
				00000480	$1,002.76	22.00
				00001116	$887.54	20.00
				00000336	$2,035.34	46.00
				00000350	$553.19	12.50
				00000390	$3,008.94	68.00
				00000411	$202.86	4.45
				00002181	$182.35	4.00
				00000376	$4,557.29	103.00
				00002277	$820.76	18.50
				00000362	$1,577.15	35.50
				00000414	$3,811.15	86.00
				00001591	$641.50	14.50
				00000348	$2,030.19	45.89
				00000346	$1,241.74	28.00
				00001600	$442.44	10.00
				00000471	$486.69	11.00
				00000428	$2,477.47	56.00
				00000361	$576.68	13.00
				00000479	$2,814.37	63.50
				00000404	$956.76	21.00
				00000462	$1,548.96	34.00

Department				Position Nbr	OT Earnings	OT Hrs
35000	Detention Center			00000451	$429.45	10.00
				00000538	$753.67	17.50
				00000389	$1,846.59	43.00
				00002244	$2,920.10	68.00
				00002243	$944.77	22.00
				00000373	$2,404.82	56.00
				00000473	$1,502.99	35.00
				00001588	$4,507.98	105.00
				00000460	$3,391.72	79.00
				00000472	$114.20	2.66
				00001596	$1,159.19	27.00
				00000426	$583.55	14.00
		Department Total - 35000			$157,632.36	3,131.45
56000	Parks			00000804	$448.59	8.00
				00002018	$912.69	20.00
				00000807	$475.71	9.00
				00001975	$2,095.42	38.50
				00001976	$267.98	7.00
		Department Total - 56000			$4,200.39	82.50
65000	Flood Plain Administrator			00001329	$161.86	4.33
		Department Total - 65000			$161.86	4.33
71000	RB South Service Center			00000844	$178.85	3.00
				00000850	$167.23	4.00
		Department Total - 71000			$346.08	7.00
72000	RB Central Service Center			00000875	$268.70	4.00
				00000873	$130.47	2.00
				00000888	$103.10	2.00
				00000907	$43.19	1.00
				00000905	$313.87	7.50
		Department Total - 72000			$859.33	16.50
73000	RB North Service Center			00000909	$11.57	0.33
				00000934	$151.67	4.33
		Department Total - 73000			$163.24	4.66
Total					**$342,448.63**	**6,216.14**

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.37. **7/28/2026**

Deputy Constable Appointment - Constable Precinct 2

Upon request by Constable Precinct 2 Willie Howell, approve the appointment of the below stated person as a deputy constable, pending approval of all background check requirements:

Kierra Jackson - Full Time Law Enforcement Bailiff

Item pulled from Consent Agenda, separate action taken. Verbiage of the order was corrected to add “pending approval of all background check requirements:”.

Brazoria County Constable Precinct 2
Constable Willie Howell

7313 Corporate Drive, Suite 117
Manvel, Texas 77511
281-756-2491 fax: 281-692-1769

July 17, 2026

Commissioner's Court
Brazoria County Courthouse
111 E. Locust
Angleton, Texas 77515

RE: Confirmation of Deputy Constable for Precinct 2

Dear Court:

In accordance with Section 86.011 of the Texas Local Government Code, I request the Court confirm the appointment of the attached listed individual that will serve as Full Time (Bailiff) Deputy Constable for Precinct 2.

1. KIERRA JACKSON – Full Time (Bailiff) Deputy Constable
   Grade 33 Step 7

Thanks for your consideration.

Willie Howell

Constable Willie Howell
979-236-1293 cell

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.38. **7/28/2026**

Proposed Temporary/Partial Closure of Parks for UIL Cross Country Meets at Resoft Park and Hanson Riverside County Park

August 27, 2026
Sweeny ISD would like to use the trail system at Hanson Riverside County Park, including parts of the Harris-Beal Backcountry Unit to serve as host for their Sweeny High School Invitational Cross Country race, the first UIL meet of the season. Sections of the Park would need to be temporarily closed off from the visiting public in order to preserve safety of the cross country race participants, spectators and members of the public from 7 a.m. until 12 p.m. for high school varsity and junior varsity runs, and then again in the evening on that day from 4 to 7 p.m. Public Schools located in Brazoria County and the surrounding region will be participating in this event. Sweeny ISD is providing event liability insurance and has rented the park's large pavilion for the event. The park will return to public access once the event is complete.

August 28, 2026
Clear Springs High School/Clear Creek ISD would like to use the trail system at Resoft County Park in Alvin to serve as host site for their annual UIL Cross Country meet. The park will need to be temporarily closed for that morning, 6 a.m. until 11:30 a.m. in order to safely accommodate cross country race participants, spectators and members of the public. This UIL cross country race historically includes several teams from Brazoria County public schools. Clear Creek ISD is providing event liability insurance and will rent a pavilion at Resoft Park for the event. The park will return to public access once the event is complete.

October 15, 2026
Clear Springs High School/Clear Creek ISD would like to use the trail system at Resoft County Park in Alvin to serve as host site for the District 6A Cross Country Meet. The park will need to be temporarily closed for that morning, 6 a.m. until 12 p.m. in order to safely accommodate cross country race participants, spectators and members of the public. Clear Creek ISD is providing event liability insurance and will rent a pavilion at Resoft Park for the event. The park will return to public access once the event is complete.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.39. **7/28/2026**

Sell Surplus Gaming Machines

Approval to sell surplus gaming machines via on-line auction with our contracted auctioneer, GovDeals, of Montgomery, Alabama, via BuyBoard Purchasing Cooperative Contract #708-23, as per the attached.

MARY ALDOUS
First Assistant

BILL REED
Chief – Criminal Division

MARY SHINE
Chief - Civil Division

JAMES WOLFE
Chief Investigator

TOM SELLECK

CRIMINAL DISTRICT ATTORNEY
BRAZORIA COUNTY

June 17, 2025

Brazoria County Narcotics Task Force **Via Electronic Mail**

[redacted]

Re: Cause No. 131042-CV

Dear Lena:

An agreed final judgment forfeiting property under Chapter 59 of the Texas Code of Criminal Procedure has been entered in the above case. A certified copy of the judgment is enclosed. Please disburse any personal property identified in the judgment according to article 59.06 of the Code of Criminal Procedure and our interlocal agreement concerning forfeitures. The seized funds should be distributed as shown in the enclosed Exhibit 1.

The amount ordered returned to Defendant by check should be made payable to Khizar Ali, Ammar Ali, and Tom Stickler, Attorney at Law and should be delivered to counsel's address at 235 W. Sealy, Alvin, Texas 77511.

Please call with any questions.

Sincerely,

TREY D. PICARD
Assistant Criminal District Attorney
treyp@brazoriacountytx.gov

TDP/mk
Enc.
cc: Tom Selleck [w/enc.]
Kaysie Stewart, Auditor [w/enc.]

EXHIBIT 1 to Disbursement Lettr
Chapter 59 Forfeiture

Total Seizure:	$101,906.00		
Ordered Returned to Defendant:	$86,906.00		
District Clerk Fee:	$388.00		
Process Server Fees:	$545.00	Informant %	
Informant Fee (if any):	$0.00	0.00%	
Net to Agency and DA:	$14,067.00		

The funds are to be distributed as follows:

Ordered Returned to Defendant	$86,906.00		
Informant Fee (if any):	$0.00		
Brazoria County District Clerk:	$388.00		
Brazoria County DA with reimbursement for process server fees paid:	$4,765.10	4765.1	(before rounding)
Amount to Agency:	$9,846.90		
Total Disbursement:	$101,906.00		

FILED
At 2:58 o'clock P M
JUN 09 2025
Clerk of District Court Brazoria Co., Texas
BY _____ DEPUTY

Filed for Record
5/22/2025 11:58 AM
Cassandra C. Tigner, District Clerk
Brazoria County, Texas
131042-CV
Angela Traweek, Deputy

CAUSE NO. 131042-CV

THE STATE OF TEXAS	§	IN THE 412TH DISTRICT COURT
	§	
V.	§	OF
	§	
ONE HUNDRED-ONE THOUSAND NINE HUNDRED SIX AND NO/100 DOLLARS ($101,906) IN U.S. CURRENCY AND FIVE GAMING MACHINES	§	BRAZORIA COUNTY, TEXAS

AGREED FINAL JUDGMENT

On this day, the above-styled and numbered cause was considered. The State of Texas appeared through the undersigned assistant district attorney. Defendants, Khizar Ali and Ammar Ali, appeared through their attorney of record, Tom Stickler. The parties announced that all matters in controversy between them have been resolved. Having examined the agreement, the Court finds that it has jurisdiction over the subject matter and the parties and that the following judgment should be entered.

IT IS, THEREFORE, ORDERED that the FIVE GAMING MACHINES and FIFTEEN THOUSAND AND NO/100 DOLLARS ($15,000.00) of the seized ONE HUNDRED ONE THOUSAND NINE HUNDRED SIX AND NO/100 DOLLARS ($101,906.00) IN U.S. CURRENCY are forfeited to the State of Texas, namely, the Brazoria County Narcotics Task Force, and is subject to disposition under Chapter 59.06 of the Texas Code of Criminal Procedure, and the terms of the interlocal agreement between that agency and the Brazoria County Criminal District Attorney's Office.

TRUE & CORRECT COPY ON FILE AT BRAZORIA COUNTY, TEXAS
CASSANDRA TIGNER, DISTRICT CLERK
1 of 3

The remaining balance of EIGHTY-SIX THOUSAND NINE HUNDRED SIX AND NO/100 DOLLARS ($86,906.00) IN U.S. CURRENCY is ORDERED released to Khizar Ali and Ammar Ali by check made payable to the order of Khizar Ali, Ammar Ali, and Tom Stickler, Attorney at Law, and delivered to counsel's address below.

Each party shall bear its own costs and attorney's fees. This is a final judgment that disposes of all claims and all parties.

SIGNED on June 9, 2025.

JUDGE PRESIDING

AGREED AS TO FORM AND SUBSTANCE:

Trey D. Picard
Assistant District Attorney
treyp@brazoriacountytx.gov

Tom Stickler
235 W. Sealy
Alvin, Texas 77511
Phone: 281-331-5288
Fax: 281-331-9346
tstickler@aol.com
Attorney for Defendants,
Khizar Ali and Ammar Ali

TRUE & CORRECT COPY ON FILE AT BRAZORIA COUNTY, TEXAS
CASSANDRA TIGNER, DISTRICT CLERK
2 of 3

THE STATE OF TEXAS }

COUNTY OF BRAZORIA }

I, CASSANDRA TIGNER, Clerk of the District Court within and for Brazoria County, Texas, do hereby certify that the above and foregoing is a true and correct copy of Agreed Final Judgment in Cause No. 131042-CV, styled The State of Texas vs. One Hundred-One Thousand Nine Hundred Six Dollars in U.S. Currency ($101,906.00) and Five (5) Gaming Machines as the same appears on the file in the Office of the Clerk of the District Court of Brazoria County, Texas.

Given under my hand and the seal of said Court on this 10th day of June, 2025.

CASSANDRA TIGNER
Clerk, District Court,
Brazoria County, Texas

Digitally signed by Rhonda Hammonds
Date: 2025.06.10 16:39:17 -05'00'

Rhonda Hammonds, Deputy

TRUE & CORRECT COPY ON FILE AT BRAZORIA COUNTY, TEXAS
CASSANDRA TIGNER, DISTRICT CLERK
3 of 3

OFFICE OF THE SHERIFF
BO STALLMAN

June 20, 2025

To: Kaysie Stewart, Auditor

Brazoria County, Texas

From: Lt. Kirk Tinker

Brazoria County Sheriff's Office

Re: Cause No.131042-CV

A final judgment forfeiting certain property to your agency was entered in the referenced cause. A certified copy of that judgment is enclosed. Please disburse any personal property identified by the enclosed order. The seized funds should be distributed as follows:

Total Seizure:	$101,906.00
Ordered returned to Defendant:	$86,906.00
Brazoria County District Clerk Fees:	$388.00
Process Server Fees:	$545.00
Informant fee (10%)	$0.00
Net proceeds of seizure:	$14,067.00
Disbursements should be made as follows:	
Ordered returned to Defendant:	$86,906.00
Brazoria County DA Forfeiture Account (30% plus $545.00 process server fee)	$4,765.10
Brazoria County District Clerk:	$388.00
BCNTF	$9,846.90
Total Distribution of:	$101,906.00

Respectfully,

Lt. Kirk Tinker

Brazoria County Narcotics Task Force

MARY ALDOUS
First Assistant

BILL REED
Chief – Criminal Division

MARY SHINE
Chief - Civil Division

JAMES WOLFE
Chief Investigator

TOM SELLECK

CRIMINAL DISTRICT ATTORNEY
BRAZORIA COUNTY

August 4, 2025

Brazoria County Narcotics Task Force **Via Electronic Mail**

[redacted]

Re: Cause No. 127507-CV

Dear Lena:

A final judgment forfeiting property under Chapter 59 of the Texas Code of Criminal Procedure has been entered in the above case. A certified copy of the judgment is enclosed. Please disburse any personal property identified in the judgment according to article 59.06 of the Code of Criminal Procedure and our interlocal agreement concerning forfeitures. The seized funds should be distributed as shown in the enclosed Exhibit 1.

Please call with any questions.

Sincerely,

TREY D. PICARD
Assistant Criminal District Attorney
treyp@brazoriacountytx.gov

TDP/mk
Enc.

cc: Tom Selleck [w/enc.]
Kaysie Stewart, Auditor [w/enc.

EXHIBIT 1 to Disbursement Lettr
Chapter 59 Forfeiture

Total Seizure:	$25,479.00		
District Clerk Fee:	$369.00		
Process Server Fees:	$240.00	Informant %	
Informant Fee (if any):	$2,547.90	10.00%	
Net to Agency and DA:	$22,322.10		

The funds are to be distributed as follows:

Informant Fee (if any):	$2,547.90		
Brazoria County District Clerk:	$369.00		
Brazoria County DA with reimbursement for process server fees paid:	$6,936.63	6936.63	(before rounding)
Amount to Agency:	$15,625.47		
Total Disbursement:	$25,479.00		

FILED
At 10:11 o'clock A M.
JUN 24 2025
Cassandra Tigner
Clerk of District Court Brazoria Co., Texas
BY _____ DEPUTY

Filed for Record
4/30/2025 4:37 PM
Cassandra C. Tigner, District Clerk
Brazoria County, Texas
127507-CV
Carly Whistler, Deputy

No. 127507-CV

STATE OF TEXAS	§	IN THE DISTRICT COURT OF
	§	
V.	§	BRAZORIA COUNTY, TEXAS
	§	
TWENTY-FIVE THOUSAND FOUR HUNDRED SEVENTY-NINE IN U.S. CURRENCY ($25,479.00) AND NO/100 DOLLARS, AND THE ITEMS DESCRIBED IN THE ATTACHED SCHEDULE A	§	239TH JUDICIAL DISTRICT

FINAL SUMMARY JUDGMENT

On this date, the Court considered the motion for final summary judgment filed by the plaintiff, the State of Texas. After considering the motion, the response (if any) and the arguments presented, the court is of the opinion that the motion should be, in all things, granted. Therefore, it is ORDERED, ADJUDGED and DECREED that the court GRANTS the plaintiff's motion for final summary judgment against **Eliezer Berdugo Mejia.**

It is further ORDERED, ADJUDGED, and DECREED that any and all interest of **Eliezer Berdugo Mejia** the following property is forfeited to the State of Texas, namely, the **Brazoria County Narcotics Task Force,** with the attorney representing the State as agent for the State, and that said agent dispose of the same in accordance with article 59.06 of the Texas Code of Criminal Procedure and the terms of any interlocal agreement between the seizing agency and the Brazoria County Criminal District Attorney's Office: TWENTY-FIVE THOUSAND FOUR HUNDRED SEVENTY-NINE IN U.S. CURRENCY ($25,479.00) AND NO/100 DOLLARS, AND THE ITEMS DESCRIBED IN THE ATTACHED SCHEDULE A.

It is further ORDERED that the plaintiff is allowed such writs and processes as may be necessary in the enforcement and collection of this judgment. This is a FINAL JUDGMENT, dispose of all parties and interests and is appealable. All relief not expressly granted herein is denied.

SIGNED on 6/24/25.

JUDGE PRESIDING

TRUE & CORRECT COPY ON FILE AT BRAZORIA COUNTY, TEXAS, CASSANDRA TIGNER, DISTRICT CLERK

DOCKET NUMBER

THE STATE OF TEXAS	{}	IN THE DISTRICT COURT
VS.	{}	OF BRAZORIA COUNTY, TEXAS
Eliezer Alexander Berdugo	{}	JUDICIAL DISTRICT

SCHEDULE A

1. 73 Gaming Machines
2. 3 DVRs

TRUE & CORRECT COPY ON FILE AT BRAZORIA COUNTY, TEXAS, CASSANDRA TIGNER, DISTRICT CLERK

THE STATE OF TEXAS }

COUNTY OF BRAZORIA }

I, CASSANDRA TIGNER, Clerk of the District Court within and for Brazoria County, Texas, do hereby certify that the above and foregoing is a true and correct copy of Final Summary Judgment in Cause No. 127507-CV, styled The State of Texas vs. Twenty-Five Thousand Four Hundred Seventy-Nine in U.S. Currency ($25,479.00) and No/100 Dollars, and the Items Described in the Attached Schedule A as the same appears on the file in the Office of the Clerk of the District Court of Brazoria County, Texas.

Given under my hand and the seal of said Court on this 29th day of July, 2025.

CASSANDRA TIGNER
Clerk, District Court,
Brazoria County, Texas

DISTRICT COURT ★ BRAZORIA COUNTY, TEXAS ★

Digitally signed by Maureen Roy
Date: 2025.07.29 11:07:32 -05'00'

Maureen Roy, Deputy

TRUE & CORRECT COPY ON FILE AT BRAZORIA COUNTY. TEXAS, CASSANDRA TIGNER, DISTRICT CLERK

OFFICE OF THE SHERIFF
BO STALLMAN

August 6, 2025

To: Kaysie Stewart, Auditor

Brazoria County, Texas

From: Lt. Kirk Tinker

Brazoria County Sheriff's Office

Re: Cause No.127507-CV

A final judgment forfeiting certain property to your agency was entered in the referenced cause. A certified copy of that judgment is enclosed. Please disburse any personal property identified by the enclosed order. The seized funds should be distributed as follows:

Total Seizure:	$25,479.00
Brazoria County District Clerk Fees:	$369.00
Process Server Fees:	$240.00
Informant fee (10%)	$2,547.90
Net proceeds of seizure:	$22,322.10
Disbursements should be made as follows:	
Brazoria County DA Forfeiture Account (30% plus $240.00 process server fee)	$6,936.63
Brazoria County District Clerk:	$369.00
Informant fee (10%)	$2,547.90
BCNTF	$15,625.47
Total Distribution of:	$25,479.00

Respectfully,

Lt. Kirk Tinker

Brazoria County Narcotics Task Force

MARY ALDOUS
First Assistant

BILL REED
Chief – Criminal Division

MARY SHINE
Chief - Civil Division

JAMES WOLFE
Chief Investigator

TOM SELLECK

CRIMINAL DISTRICT ATTORNEY
BRAZORIA COUNTY

August 4, 2025

Brazoria County Narcotics Task Force **Via Electronic Mail**

[redacted]

Re: Cause No. 130325-CV

Dear Lena:

A final judgment forfeiting property under Chapter 59 of the Texas Code of Criminal Procedure has been entered in the above case. A certified copy of the judgment is enclosed. Please disburse any personal property identified in the judgment according to article 59.06 of the Code of Criminal Procedure and our interlocal agreement concerning forfeitures. The seized funds should be distributed as shown in the enclosed Exhibit 1.

Please call with any questions.

Sincerely,

TREY D. PICARD
Assistant Criminal District Attorney
treyp@brazoriacountytx.gov

TDP/mk
Enc.

cc: Tom Selleck [w/enc.]
Kaysie Stewart, Auditor [w/enc.

EXHIBIT 1 to Disbursement Lettr
Chapter 59 Forfeiture

Total Seizure:	$12,293.00		
District Clerk Fee:	$374.00		
Process Server Fees:	$540.00	Informant %	
Informant Fee (if any):	$0.00	0.00%	
Net to Agency and DA:	$11,379.00		

The funds are to be distributed as follows:

Informant Fee (if any):	$0.00		
Brazoria County District Clerk:	$374.00		
Brazoria County DA with reimbursement for process server fees paid:	$3,953.70	3953.7	(before rounding)
Amount to Agency:	$7,965.30		
Total Disbursement:	$12,293.00		

FILED
At 10:11 o'clock A M.
JUN 24 2025
Cassandra Tigner
Clerk of District Court Brazoria Co., Texas
BY _____ DEPUTY

Filed for Record
4/30/2025 4:49 PM
Cassandra C. Tigner, District Clerk
Brazoria County, Texas
130325-CV
Acacia Austin, Deputy

No. 130325-CV

STATE OF TEXAS	§	IN THE DISTRICT COURT OF
	§	
V.	§	BRAZORIA COUNTY, TEXAS
	§	
TWELVE THOUSAND TWO HUNDRED NINETY-THREE AND NO/100 DOLLARS ($12,293.00) IN U.S. CURRENCY AND FIVE (5) GAMING MACHINES	§	239TH JUDICIAL DISTRICT

FINAL SUMMARY JUDGMENT

On this date, the Court considered the motion for final summary judgment filed by the plaintiff, the State of Texas. After reviewing the motion, any response filed, and all arguments presented, the Court finds that the motion should be GRANTED.

It is, therefore, ORDERED, ADJUDGED, AND DECREED that the plaintiff's motion for final summary judgment against Sohil Maredia and 1922 West Investment LLC is GRANTED. All interests of Sohil Maredia and 1922 West Investment LLC in the following property are FORFEITED to the State of Texas, with the Brazoria County Narcotics Task Force as the recipient: TWELVE THOUSAND TWO HUNDRED NINETY-THREE AND NO/100 DOLLARS ($12,293.00) IN U.S. CURRENCY AND FIVE (5) GAMING MACHINES.

The State's attorney shall act as the agent for the State and shall dispose of the forfeited property in accordance with Article 59.06 of the Texas Code of Criminal Procedure and the terms of any interlocal agreement between the seizing agency and the Brazoria County Criminal District Attorney's Office.

The Court takes judicial notice of the default judgment previously entered against Arifali Qasim Momin, which is merged and incorporated into this judgment for all purposes. **This is a final judgment disposing of all parties and interests and is appealable. All relief not expressly granted herein is denied.**

SIGNED on 6/24/25.

JUDGE PRESIDING

TRUE & CORRECT COPY ON FILE AT BRAZORIA COUNTY, TEXAS, CASSANDRA TIGNER, DISTRICT CLERK
1 of 2

THE STATE OF TEXAS }

COUNTY OF BRAZORIA }

I, CASSANDRA TIGNER, Clerk of the District Court within and for Brazoria County, Texas, do hereby certify that the above and foregoing is a true and correct copy of Final Summary Judgment in Cause No. 130325-CV, styled The State of Texas vs. Twelve Thousand Two Hundred Ninety-Three and No/100 Dollars ($12,293.00) in U.S. Currency and Five (5) Gaming Machines as the same appears on the file in the Office of the Clerk of the District Court of Brazoria County, Texas.

Given under my hand and the seal of said Court on this 29th day of July, 2025.

CASSANDRA TIGNER
Clerk, District Court,
Brazoria County, Texas

DISTRICT COURT ★ BRAZORIA COUNTY, TEXAS ★

Digitally signed by Maureen Roy
Date: 2025.07.29 11:10:50 -05'00'

Maureen Roy, Deputy

TRUE & CORRECT COPY ON FILE AT BRAZORIA COUNTY. TEXAS, CASSANDRA TIGNER, DISTRICT CLERK

OFFICE OF THE SHERIFF
BO STALLMAN

August 6, 2025

To: Kaysie Stewart, Auditor

Brazoria County, Texas

From: Lt. Kirk Tinker

Brazoria County Sheriff's Office

Re: Cause No.130325-CV

A final judgment forfeiting certain property to your agency was entered in the referenced cause. A certified copy of that judgment is enclosed. Please disburse any personal property identified by the enclosed order. The seized funds should be distributed as follows:

Total Seizure:	$12,293.00
Brazoria County District Clerk Fees:	$374.00
Process Server Fees:	$540.00
Net proceeds of seizure:	$11,379.00
Disbursements should be made as follows:	
Brazoria County DA Forfeiture Account (30% plus $540.00 process server fee)	$3,953.70
Brazoria County District Clerk:	$374.00
BCNTF	$7,965.30
Total Distribution of:	$12,293.00

Respectfully,

Lt. Kirk Tinker

Brazoria County Narcotics Task Force

MARY ALDOUS
First Assistant

BILL REED
Chief – Criminal Division

MARY SHINE
Chief - Civil Division

JAMES WOLFE
Chief Investigator

TOM SELLECK

CRIMINAL DISTRICT ATTORNEY
BRAZORIA COUNTY

August 4, 2025

Brazoria County Narcotics Task Force **Via Electronic Mail**

[redacted]

Re: Cause No. 133856-CV

Dear Lena:

A final judgment forfeiting property under Chapter 59 of the Texas Code of Criminal Procedure has been entered in the above case. A certified copy of the judgment is enclosed. Please disburse any personal property identified in the judgment according to article 59.06 of the Code of Criminal Procedure and our interlocal agreement concerning forfeitures. The seized funds should be distributed as shown in the enclosed Exhibit 1.

Please call with any questions.

Sincerely,

TREY D. PICARD
Assistant Criminal District Attorney
treyp@brazoriacountytx.gov

TDP/mk
Enc.

cc: Tom Selleck [w/enc.]
Kaysie Stewart, Auditor [w/enc.

EXHIBIT 1 to Disbursement Lettr
Chapter 59 Forfeiture

Total Seizure:	$10,344.00		
District Clerk Fee:	$374.00		
Process Server Fees:	$210.00	Informant %	
Informant Fee (if any):	$1,034.40	10.00%	
Net to Agency and DA:	$8,725.60		
The funds are to be distributed as follows:			
Informant Fee (if any):	$1,034.40		
Brazoria County District Clerk:	$374.00		
Brazoria County DA with reimbursement for process server fees paid:	$2,827.68	2827.68	(before rounding)
Amount to Agency:	$6,107.92		
Total Disbursement:	$10,344.00		

At 10:11 FILED o'clock A M.
JUN 24 2025
Clerk of District Court Brazoria Co., Texas
BY _____ DEPUTY

Filed for Record
5/21/2025 9:34 AM.
Cassandra C. Tigner, District Clerk
Brazoria County, Texas
133856-CV
Angela Traweek, Deputy

NO. 133856-CV

STATE OF TEXAS	§	IN THE DISTRICT COURT OF
	§	
V.	§	BRAZORIA COUNTY, TEXAS
	§	
TEN THOUSAND THREE-HUNDRED FORTY-FOUR AND NO/100 DOLLARS IN U.S. CURRENCY ($10,344.00) AND SIXTY-NINE (69) GAMING MACHINES, 1 HP SLIM DESKTOP SERIAL #2M09103V4G AND 1 DVR PLAYER SERIAL #9L0EA88PAZ8831A	§	239TH JUDICIAL DISTRICT

FINAL DEFAULT JUDGMENT

At the hearing on this cause, the State of Texas, plaintiff, appeared through its attorney of record. The following defendants in this proceeding, although duly cited to appear and answer herein, failed to file an answer within the time allowed by law:

Herbert Hicks

After finding all prerequisites of the law fulfilled, the cause was submitted to the court. The court considered the pleadings and evidence on file and is of the opinion that the allegations of the plaintiff's Notice of Seizure and Intended Forfeiture have been admitted and that the claim is liquidated. Accordingly, the court RENDERS JUDGMENT for the plaintiff as follows:

It is ORDERED that any interest of the above–named defendants in the **TEN THOUSAND THREE-HUNDRED FORTY-FOUR AND NO/100 DOLLARS IN U.S. CURRENCY ($10,344.00) AND SIXTY-NINE (69) GAMING MACHINES, 1 HP SLIM DESKTOP SERIAL #2M09103V4G AND 1 DVR PLAYER SERIAL #9L0EA88PAZ8831A,** is forfeited to the State of Texas, namely, the **Brazoria County Narcotics Task Force**, with the attorney representing the State as agent for the State, and that said agent dispose of the same in accordance with article 59.06 of the Texas Code of Criminal Procedure and the terms of any interlocal agreement between the seizing agency and the Brazoria County District Attorney's Office. **This is a final judgment** that disposes of all parties and claims and is appealable. All relief not specifically granted is denied.

SIGNED on June 24, 2025.

JUDGE PRESIDING

TRUE & CORRECT COPY ON FILE AT BRAZORIA COUNTY, TEXAS, CASSANDRA TIGNER, DISTRICT CLERK

THE STATE OF TEXAS }

COUNTY OF BRAZORIA }

I, CASSANDRA TIGNER, Clerk of the District Court within and for Brazoria County, Texas, do hereby certify that the above and foregoing is a true and correct copy of Final Default Judgment in Cause No. 133856-CV, styled The State of Texas vs. Ten Thousand Three Hundred Forty-Four and No/100 Dollars in U.S. Currency ($10.3443.00), et al as the same appears on the file in the Office of the Clerk of the District Court of Brazoria County, Texas.

Given under my hand and the seal of said Court on this 29th day of July, 2025.

CASSANDRA TIGNER
Clerk, District Court,
Brazoria County, Texas

DISTRICT COURT ★ BRAZORIA COUNTY, TEXAS ★

Digitally signed by Maureen Roy
Date: 2025.07.29 11:14:06 -05'00'

Maureen Roy, Deputy

TRUE & CORRECT COPY ON FILE AT BRAZORIA COUNTY. TEXAS, CASSANDRA TIGNER, DISTRICT CLERK

OFFICE OF THE SHERIFF
BO STALLMAN

August 6, 2025

To: Kaysie Stewart, Auditor

Brazoria County, Texas

From: Lt. Kirk Tinker

Brazoria County Sheriff's Office

Re: Cause No.133856-CV

A final judgment forfeiting certain property to your agency was entered in the referenced cause. A certified copy of that judgment is enclosed. Please disburse any personal property identified by the enclosed order. The seized funds should be distributed as follows:

Total Seizure:	$10,344.00
Brazoria County District Clerk Fees:	$374.00
Process Server Fees:	$210.00
Informant fee (10%)	$1,034.40
Net proceeds of seizure:	$8,725.60
Disbursements should be made as follows:	
Brazoria County DA Forfeiture Account (30% plus $210.00 process server fee)	$2,827.68
Brazoria County District Clerk:	$374.00
Informant fee (10%)	$1,034.40
BCNTF	$6,107.92
Total Distribution of:	$10,344.00

Respectfully,

Lt. Kirk Tinker

Brazoria County Narcotics Task Force

BCNTF Case# 2402-0151

February 15, 2024

16269 S Hwy 288B

ANGLETON TX 77515

Game	Game Name	Items	Working	Game	Game Name	Items	Working
1	POG	1	Y	41	Buffalo Diamond	1	Y
2	LOL	1	Y	42	Buffalo Diamond	1	Y
3	POG	1	Y	43	FIRE LINK	1	Y
4	LOL	1	Y	44	FIRE LINK	1	N
5	POG	1	UNK	45	FIRE LINK	1	Y
6	LOL	1	Y	46	unk	1	N
7	POG	1	Y	47	FIRE LINK	1	Y
8	LOL	1	Y	48	FIRE LINK	1	Y
9	LOL	1	Y	49	FIRE LINK	1	Y
10	POG	1	Y	50	FIRE LINK	1	Y
11	LOL	1	Y	51	FIRE LINK	1	Y
12	POG	1	Y	52	FIRE LINK	1	Y
13	LOL	1	Y	53	FIRE LINK	1	Y
14	POG	1	Y	54	buffalo chief	1	Y
15	POG	1	Y	55	FIRE LINK	1	Y
16	LOL	1	Y	56	FIRE LINK	1	Y
17	POG	1	Y	57	FIRE LINK	1	Y
18	LOL	1	Y	58	FIRE LINK	1	Y
19	Texas X Keno	1	Y	59	FIRE LINK	1	Y
20	Texas X Keno	1	Y	60	FIRE LINK	1	Y
21	Texas X Keno	1	Y	61	FIRE LINK	1	Y
22	Texas X Keno	1	Y	62	FIRE LINK	1	Y
23	Texas X Keno	1	Y	63	FIRE LINK	1	Y

BCNTF Case# 2402-0151

February 15, 2024

16269 S Hwy 288B

ANGLETON TX 77515

Game	Game Name	Items	Working	Game	Game Name	Items	Working
24	Texas X Keno	1	Y	64	fortunes	1	Y
25	Texas X Keno	1	Y	65	FIRE LINK	1	Y
26	LOL	1	Y	66	texas keno	1	Y
27	LOL	1	Y	67	texas keno	1	Y
28	LOL	1	Y	68	pog	1	Y
29	LOL	1	Y	69	unk	1	N
30	LOL	1	Y	70	lol	1	y
31	LOL	1	Y	71	lol	1	y
32	LOL	1	Y	72	texas keno	1	y
33	LOL	1	Y	73	texas keno	1	y
34	LOL	1	Y	74		1	
35	POG	1	Y	75		1	
36	POG	1	Y	76		1	
37	Texas X Keno	1	Y	77		1	
38	LOL	1	Y	78		1	
39	Lightning Cash	1	Y	79		1	
40	Fortunes Way	1	Y	80		1	

Total # of parts collected **73**

BCNTF Case# 2408-0392

August 23rd, 2024

1922 W 4th St

Freeport, TX 77541

Game	Game Name	Items	Working	Game	Game Name	Items	Working
1	ULTIMATE FIRE LINK	1	Y	41			
2	POG	1	Y	42			
3	FIRE LINK	1	Y	43			
4	FIRE LINK	1	Y	44			
5	POG	1	Y	45			
6				46			
7				47			
8				48			
9				49			
10				50			
11				51			
12				52			
13				53			
14				54			
15				55			
16				56			
17				57			
18				58			
19				59			
20				60			
21				61			
22				62			
23				63			

BCNTF Case# 2408-0392

August 23rd, 2024

1922 W 4th St

Freeport, TX 77541

Game	Game Name	Items	Working	Game	Game Name	Items	Working
24				64			
25				65			
26				66			
27				67			
28				68			
29				69			
30				70			
31				71			
32				72			
33				73			
34				74			
35				75			
36				76			
37				77			
38				78			
39				79			
40				80			

All games were working at time of collection **Total # of parts collected** **5**

BCNTF Case# 2503-0102

March 6, 2025

160 CR 839

ANGLETON TX 77515

Game	Game Name	Items	Working	Game	Game Name	Items	Working
1	BUFFALO	1	Y	41	FIRE LINK	1	Y
2	FIRE LINK	1	Y	42	FIRE LINK	1	Y
3	FIRE LINK	1	Y	43	FIRE LINK	1	Y
4	FIRELINK	1	Y	44	UNK	1	N
5	FIRE LINK	1	Y	45	FIRE LINK	1	Y
6	MONEY GOLD	1	Y	46	LOL	1	Y
7	DRAGON LINK	1	Y	47	LOL	1	Y
8	UNK	1	N	48	LOL	1	Y
9	FIRE LINK	1	Y	49	TX KENO	1	Y
10	FIRE LINK	1	Y	50	TX KENO	1	Y
11	88 FORTUNES	1	Y	51	TX KENO	1	Y
12	FIRE LINK	1	Y	52	TX KENO	1	Y
13	FIRE LINK	1	Y	53	MULTI KENO	1	Y
14	BOMBEY	1	Y	54	MULTI KENO	1	Y
15	ULTA GOLD RUSH	1	Y	55	LOL	1	Y
16	LUCKY THREE	1	Y	56	LOL	1	Y
17	HUFF&MORE PUFF	1	Y	57	LOL	1	Y
18	MIGHTY CASH	1	Y	58	LOL	1	Y
19	RAGING BUFFALO	1	Y	59	LOL	1	Y
20	POG	1	Y	60	LOL	1	Y
21	POG	1	Y	61	LOL	1	Y
22	POG	1	Y	62	LOL	1	Y
23	POG	1	Y	63	LOL	1	Y

BCNTF Case# 2503-0102

March 6, 2025

160 CR 839

ANGLETON TX 77515

Game	Game Name	Items	Working	Game	Game Name	Items	Working
24	POG	1	Y	64	LOL	1	Y
25	POG	1	Y	65	LOL	1	Y
26	POG	1	Y	66	LOL	1	Y
27	POG	1	Y	67	LOL	1	Y
28	POG	1	Y	68	LOL	1	Y
29	THREE 7	1	Y	69	LOL	1	Y
30	THREE 7	1	Y	70		1	
31	LOL	1	Y	71		1	
32	THE WHEELERS	1	Y	72		1	
33	TX KENO	1	Y	73		1	
34	POG	1	Y	74		1	
35	LUXURY KENO	1	Y	75		1	
36	POG	1	Y	76		1	
37	POG	1	Y	77		1	
38	FIRE LINK	1	Y	78		1	
39	FIRE LINK	1	Y	79		1	
40	FIRE LINK	1	Y	80		1	

All games were working at time of collection **Total # of parts collected** **80**

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.40. **7/28/2026**

Sole Source Justification for Thomson Reuters

Approve sole source exemption from competitive bidding requirements for the purchase of Thomson Reuters Print and Proview (print publications) and ebooks, per the attached sole source justification information.

Per local government code 262.024. Discretionary Exemptions. “(a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption: (7) an item that can be obtained from only one source, including: (A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies; (B) films, manuscripts, or books;”

In addition, this purchase is funded by the District Attorney’s FY 2026 budget.

Further, that the County Judge be authorized to sign any documents or amendments related to this agreement; and that the final documents be authorized to attach to the minutes.

JUSTIFICATION FOR PROPRIETARY OR NON-COMPETITIVE PURCHASE

DATE: _____

TO: Susan Serrano, Purchasing Director

For Presentation to Commissioners Court:

Below is justification for a proprietary or non-competitive purchase pursuant to Texas Local Government Code section 262.024(a)(7)(B):

A. Explanation or the need for the specification, i.e., which part or parts of the stated specification restricts the requisition to one manufacturer or provider:

The District Attorney's Office requires the use of certain legal publications that provide reliable analysis of legal authorities, outlines on a broad scope of relevant areas of law, handbooks and similar guides for courtroom use, and legal formbooks that meet the needs of the attorneys in the District Attorney's Office. The District Attorney's Office further requires written materials that are continually updated in a timely fashion in accordance with changes in the law. The information provided in the legal publications is exclusive and proprietary, and is not offered by more than one provider.

B. The reason competing products are not satisfactory, i.e., justification for sole source purchase:

The Thomson Reuters West Complete subscription provides written resources in the form of continually updated annotations and analysis of legal authorities, handbooks and outlines, and legal form books that other publishers do not offer. Thomson Reuters provides proprietary analysis of caselaw, statutes, and other legal authority, as well as outlines in specific legal areas and formbooks that may be utilized in litigation and in transactional legal practice. See the attached letter for additional information.

Tom Lebleck 7-1-26

DEPARTMENT HEAD DATE

_____ _____

PURCHASING DIRECTOR DATE

THOMSON REUTERS

Chad Houghton
Government Print Retention Manager

610 Opperman Drive
Phone: 952-214-6362
Chad.houghton@thomsonreuters.com

06/25/2026

Account #: 1000649345

BRAZORIA County District Attorney
327 E Locust St
Angleton TX 77515-4620-0001 US

RE: Sole Publisher Designation - Thomson Reuters Print and Proview

Dear Andrew:

Thomson Reuters is pleased to provide you with information concerning West print publications and eBooks. The purpose of this letter is to confirm that West Publishing Corporation, a Thomson Reuters business, is a sole source publisher. West, the foremost provider of integrated information solutions to the U.S. legal market, has been providing research materials to the legal and professional community for more than 150 years.

The following publication(s) are kept up-to-date via subscribing to annual and/or periodic updated releases, published as information becomes available to Thomson Reuters. These publications are essential to a legal professional to ensure they have access to the most up-to-date legal material:

- ***See attached Spreadsheet***

Thomson Reuters is the sole source publisher for these publications and updated releases for these titles cannot be obtained from any other source.

If you have any questions concerning this document or require additional information, please do not hesitate to contact me.

Sincerely,

Chad Houghton

Ship-To Customer Desc	Sold-To Customer	Ship-To Customer	Media	Product #	Full Title description	SAP Qty	New Price - Unit	New Price - Total	Estimated Annual Subscription Price - Unit	Program ID
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	11650849	TX PRACTICE V.22-23A MUNICIPAL LAW AND PRACTICE SUB	1	$1,217.00	$1,217.00	$994.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	14690159	GABA'S TX ENVIRONMENTAL LAWS ANNO SUB	1	$292.00	$292.00	$264.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	14690159	GABA'S TX ENVIRONMENTAL LAWS ANNO SUB	1	$292.00	$292.00	$264.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	14850571	SAMPSON, TINDALL AND ENGLAND'S TX FAMILY CODE ANNO SUB	3	$358.00	$1,074.00	$309.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	17108688	TX PRACTICE V.2A EVIDENCE COURTROOM HANDBOOK SUB	1	$1,182.00	$1,182.00	$1,021.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	17133736	TX PRACTICE V.47 DISCOVERY PRACTICE HANDBOOK SUB	1	$1,182.00	$1,182.00	$887.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	21044954	VERNON'S TX CODES ANNO SUB	1	$26,634.00	$26,634.00	$6,348.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	21056626	TX PRACTICE V.35 36 AND 36A COUNTY AND SPECIAL DISTRICT LAW SUB	1	$1,282.00	$1,282.00	$994.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	21069760	TX LOCAL GOVERNMENT CODE SUB	1	$152.00	$152.00	$135.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	21069760	TX LOCAL GOVERNMENT CODE SUB	7	$152.00	$1,064.00	$135.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	21085979	VERNON'S TX RULES OF CIVIL PROCEDURE SUB	1	$2,070.00	$2,070.00	$1,002.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	21120197	TX ENVIRONMENTAL LAWS SUB	1	$237.00	$237.00	$0.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	42537392	O'Connor's Texas Rules * Civil Trials, Subscription	9	$337.00	$3,033.00	$265.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	42537392	O'Connor's Texas Rules * Civil Trials, Subscription	1	$337.00	$337.00	$265.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	42537394	OCONNORS TX CIVIL APPEALS SUB	2	$303.00	$606.00	$238.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	42537394	OCONNORS TX CIVIL APPEALS SUB	1	$303.00	$303.00	$238.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	42537396	TX FORMS REAL ESTATE SUB	1	$399.00	$399.00	$314.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	42537396	TX FORMS REAL ESTATE SUB	1	$399.00	$399.00	$314.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	42537396	TX FORMS REAL ESTATE SUB	1	$399.00	$399.00	$314.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	42537398	O'Connor's Federal Rules Civil Trials, Subscription	1	$310.00	$310.00	$267.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	42537400	OCONNORS TX CIVIL FORMS SUB	2	$367.00	$734.00	$289.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	42537402	OCONNORS FEDERAL CIVIL FORMS SUB	2	$367.00	$734.00	$289.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	42537406	Texas Rules of Evidence Handbook, Softbound book, Subscription	20	$307.00	$6,140.00	$265.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	42537406	Texas Rules of Evidence Handbook, Softbound book, Subscription	1	$307.00	$307.00	$265.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	42537406	Texas Rules of Evidence Handbook, Softbound book, Subscription	4	$307.00	$1,228.00	$265.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	42537410	O'Connor's Texas Family Law Handbook, Subscription	2	$384.00	$768.00	$331.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	42537412	OCONNORS TX CAUSES OF ACTION PLEADINGS SUB	2	$367.00	$734.00	$289.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	42537414	O'Connor's Texas Causes of Action	2	$436.00	$872.00	$376.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	42537414	O'Connor's Texas Causes of Action	2	$436.00	$872.00	$376.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	42537416	O'Connor's Texas CPRC Plus, Subscription	2	$268.00	$536.00	$231.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	42537416	O'Connor's Texas CPRC Plus, Subscription	1	$268.00	$268.00	$231.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	42537416	O'Connor's Texas CPRC Plus, Subscription	2	$268.00	$536.00	$231.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	42537418	O'CONNOR'S TX PROPERTY CODE PLUS SUB	2	$268.00	$536.00	$231.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	42537418	O'CONNOR'S TX PROPERTY CODE PLUS SUB	1	$268.00	$268.00	$231.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	42537420	OCONNORS TX ESTATES CODE PLUS SUB	2	$270.00	$540.00	$235.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	42537432	O'Connor's Texas Family Code Plus, Subscription	3	$268.00	$804.00	$231.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	42537432	O'Connor's Texas Family Code Plus, Subscription	2	$268.00	$536.00	$231.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	42537432	O'Connor's Texas Family Code Plus, Subscription	3	$268.00	$804.00	$231.00	WCMP

BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	42537442	OCONNORS TX CRIMINAL CODE PLUS SUB	1	$268.00	$268.00	$231.00	WCMP
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	42537444	OCONNORS TX BUSINESS ORGANIZATIONS CODE PLUS SUB	2	$270.00	$540.00	$232.00	
BRAZORIA COUNTY DISTRICT ATTORNEY	1000649345	1000649345	Print	42558370	OCONNORS FEDERAL RULES CIVIL TRIALS TX VERSION SUB	3	$310.00	$930.00	$267.00	WCMP
	1000649345									

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.41. **7/28/2026**

Treasurer’s Monthly Cash and Investment Report for Toll Road Funds for April 2026

Approve the Treasurer’s Monthly Cash and Investment Report for Toll Road Funds for April 2026. 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 **April 2026** and reflects total cash and other assets in the custody of the County Treasurer at month end to be:

$50,883,432.85.

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 2026

Account	Beginning Bank Balance 4/1/2026	Deposits and Other Credits Received	Checks and Other Debits Disbursed	Ending Bank Balance 4/30/2026	Monthly Interest Earned	Interest Rate
FIRST NATIONAL BANK OF LAKE JACKSON						
Brazoria County Toll Road Authority O&M	12,383,542.45	1,981,194.17	(641,927.52)	13,722,809.10	27103.03	
Brazoria County Toll Road Authority Construction	2,777,721.24	2,010,353.88	(1,620,000.66)	3,168,074.46	5678.88	
Brazoria County Toll Road Authority FM 518	57,288.88	125.23	0.00	57,414.11	125.23	
Brazoria County Toll Road Authority Debt	30,653.28	413,522.88	(413,703.13)	30,473.03	422.88	
First National Bank of Lake Jackson Totals	**15,249,205.85**	**4,405,196.16**	**(2,675,631.31)**	**16,978,770.70**	**33,330.02**	

Total balance of all accounts at First National Bank of Lake Jackson as of last day of month **16,978,770.70**

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 **April 2026**.

"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
Total Pledged	28	To: BCTR BRAZORIA COUNTY TOLL ROAD AUTHORITY					$74,240,235.00	$21,412,720.34	$21,572,167.41	$18,846,144.83

$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	$21,412,720.34	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 April 2026

Current Date: 4/30/2026

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		3.660				100.00	10,618,789.56	10,618,789.56	100.00	10,618,789.56	1	31,835.55
Texas Class	LGIP		3.770				100.00	23,116,305.70	23,116,305.70	100.00	23,116,305.70	1	74,694.47
US Bank	Cash		3.570				100.00	169,566.89	169,566.89	100.00	169,566.89	1	780.22
Depository	Cash		2.860				100.00	16,978,770.70	16,978,770.70	100.00	16,978,770.70	1	33,330.02
								50,883,432.85	**50,883,432.85**		**50,883,432.85**		**140,640.26**

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023 and complies with the Investment Strategy of Brazoria County's Investment Policy and I certify that to the best of my knowledge the above is true and correct.

Angela Dees, CIO
Brazoria County Treasurer

Monthly Interest Earned for BCTRA for Fiscal Year 2026

	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Annual Earned
BANK	23,153.92	25,730.13	22,934.73	71,818.78	22,934.73	22,934.73	26,753.43	72,622.89	33,330.02								**144,441.67**
Texpool	36,536.77	34,169.55	33,989.90	104,696.22	33,056.04	29,715.02	32,918.30	95,689.36	31,835.55								**200,385.58**
Texas Class	109,958.69	96,688.04	96,235.18	302,881.91	87,840.85	78,487.45	78,487.45	244,815.75	74,694.47								**547,697.66**
US Bank	1,116.05	2,028.73	3,280.18	6,424.96	4,597.71	5,673.64	5,673.64	15,944.99	780.22								**22,369.95**
Total Per Month	170,765.43	158,616.45	156,439.99	485,821.87	148,429.33	136,810.84	143,832.82	429,072.99	140,640.26								**914,894.86**

I certify that to the best of my knowledge the above is true and correct.

Angela Dees, CIO
Brazoria County Treasurer

BCTRA Quarterly Interest Rates Comparison by Quarter FY25																	
	Oct	**Nov**	**Dec**	**1st Qtr**	**Jan**	**Feb**	**Mar**	**2nd Qtr**	**April**	**May**	**June**	**3rd Qtr**	**July**	**August**	**Sept**	**4th Qtr**	**Ann Avg**
BANK	2.66%	2.65%	2.67%	**2.66%**	2.70%	3.23%	2.68%	**2.87%**	2.86%								
TEXPOOL	4.14%	3.99%	3.83%	**3.99%**	3.71%	3.68%	3.67%	**3.69%**	3.66%								
TEXAS CLASS	4.28%	4.11%	3.97%	**4.12%**	3.86%	3.80%	3.78%	**3.81%**	3.77%								

Brazoria County Toll Road Authority US Bank Activity and Interest Report for April 2026

Fund	Beginning Balance 4/1/2026	Credits	Debits	Interest Earned	Ending Balance 4/30/2026	Avg. Yield	Expected Maturity	Mark to Mkt 4/30/26
Brazoria County Toll Road	168,786.67	319,717.72	-319717.72	780.22	169,566.89	3.570	5/1/2026	169,566.89
US Bank Totals	**168,786.67**	**319,717.72**	**-319717.72**	**780.22**	**169,566.89**			**169,566.89**

Brazoria County Toll Road Authority Texas Class Activity and Interest Report for April 2026

Fund	Beginning Balance 4/1/2026	Credits	Debits	Interest Earned	Ending Balance 4/30/2026	Avg. Yield	Expected Maturity	Mark to Mkt 4/30/2026
Toll Road Funds Construction	2,175.90			6.80	2,182.70	3.810	4/1/2026	2,182.70
Toll Road Funds O & M	12,861,023.02			39,958.89	12,900,981.91	3.810	4/1/2026	12,900,981.91
BCTRA LMTD REV BD 2024	12,178,412.31		(2,000,000.00)	34,728.78	10,213,141.09	3.810	4/1/2026	10,213,141.09
Texas Class Totals	**30,488,497.35**	**0.00**	**(2,000,000.00)**	**74,694.47**	**23,116,305.70**			**23,116,305.70**

Brazoria County Toll Road Authority Texpool Activity and Interest Report for April 2026

Fund	Beginning Balance 4/1/2026	Credits	Debits	Interest Earned	Ending Balance 4/30/2026	Avg. Yield	Expected Maturity	Mark to Mkt 4/30/2026
Toll Road Funds Construction	0.00	0.00	0.00	0.00	0.00	3.660	5/1/2026	0.00
Toll Road Funds O & M	10,586,954.01	0.00	0.00	31,835.55	10,618,789.56	3.660	5/1/2026	10,524,320.69
Texpool Totals	**10,586,954.01**	**0.00**	-	**31,835.55**	**10,618,789.56**			**10,524,320.69**

BRAZORIA COUNTY TOLL ROAD AUTHORITY

Limited Contract Tax and Subordinate Lien Toll Road Revenue Refunding Bonds

Series 2020

Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT	Estimated Monthly Installment Due to US BANK
2025	624,625.00		624,625.00	1,249,250.00	104,104.17
2026	624,625.00	550,000.00	610,875.00	1,785,500.00	148,791.67
2027	610,875.00	580,000.00	596,375.00	1,787,250.00	148,937.50
2028	596,375.00	610,000.00	581,125.00	1,787,500.00	148,958.33
2029	581,125.00	640,000.00	565,125.00	1,786,250.00	148,854.17
2030	565,125.00	675,000.00	548,250.00	1,788,375.00	149,031.25
2031	548,250.00	710,000.00	530,500.00	1,788,750.00	149,062.50
2032	530,500.00	745,000.00	511,875.00	1,787,375.00	148,947.92
2033	511,875.00	785,000.00	492,250.00	1,789,125.00	149,093.75
2034	492,250.00	825,000.00	471,625.00	1,788,875.00	149,072.92
2035	471,625.00	865,000.00	450,000.00	1,786,625.00	148,885.42
2036	450,000.00	910,000.00	427,250.00	1,787,250.00	148,937.50
2037	427,250.00	955,000.00	403,375.00	1,785,625.00	148,802.08
2038	403,375.00	1,005,000.00	378,250.00	1,786,625.00	148,885.42
2039	378,250.00	1,060,000.00	351,750.00	1,790,000.00	149,166.67
2040	351,750.00	1,110,000.00	324,000.00	1,785,750.00	148,812.50
2041	324,000.00	1,170,000.00	294,750.00	1,788,750.00	149,062.50
2042	294,750.00	1,230,000.00	264,000.00	1,788,750.00	149,062.50
2043	264,000.00	1,290,000.00	231,750.00	1,785,750.00	148,812.50
2044	231,750.00	1,360,000.00	197,750.00	1,789,500.00	149,125.00
2045	197,750.00	1,430,000.00	162,000.00	1,789,750.00	149,145.83
2046	162,000.00	1,500,000.00	124,500.00	1,786,500.00	148,875.00
2047	124,500.00	1,575,000.00	85,125.00	1,784,625.00	148,718.75
2048	85,125.00	1,660,000.00	43,625.00	1,788,750.00	149,062.50
2049	43,625.00	1,745,000.00		1,788,625.00	298,104.17
	9,895,375.00	24,985,000.00	9,270,750.00	44,151,125.00	

Debt History:
Date of Receipt 2-Feb-20
Amount of Issue $24,985,000.00

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

Refunded: Brazoria County Toll Road Authority Limited Contract Tax and Subordinate Lien Toll Road Revenue Bonds, Series 2020 BANS

P:\Treas\BRAZORIA COUNTY TOLL ROAD AUTHORITY\BCTRA Debt Serv Bond schedule and wires\BCTRA Debt Service Payment Schedule.x
Prepared by Cathy Campbell, CCT, CIO Brazoria County Treasurer

BRAZORIA COUNTY TOLL ROAD AUTHORITY

Limited Contract Tax and Subordinate Lien Toll Road Revenue Bonds

Series 2017A

Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT	Estimated Monthly Installment Due to US BANK
2025	1,035,750.00		1,035,750.00	2,071,500.00	172,625.00
2026	1,302,750.00		1,302,750.00	2,605,500.00	217,125.00
2027	1,302,750.00		1,302,750.00	2,605,500.00	217,125.00
2028	1,283,375.00	1,550,000.00	1,283,375.00	4,116,750.00	343,062.50
2029	1,243,625.00	1,630,000.00	1,243,625.00	4,117,250.00	343,104.17
2030	1,201,812.50	1,715,000.00	1,201,812.50	4,118,625.00	343,218.75
2031	1,157,875.00	1,800,000.00	1,157,875.00	4,115,750.00	342,979.17
2032	1,111,750.00	1,890,000.00	1,111,750.00	4,113,500.00	342,791.67
2033	1,063,312.50	1,985,000.00	1,063,312.50	4,111,625.00	342,635.42
2034	1,012,437.50	2,085,000.00	1,012,437.50	4,109,875.00	342,489.58
2035	959,000.00	2,190,000.00	959,000.00	4,108,000.00	342,333.33
2036	902,812.50	2,305,000.00	902,812.50	4,110,625.00	342,552.08
2037	1,191,212.50	1,928,275.00	1,191,212.50	4,310,700.00	359,225.00
2038	1,151,649.50	2,005,701.00	1,151,649.50	4,309,000.00	359,083.33
2039	1,110,593.00	2,086,814.00	1,110,593.00	4,308,000.00	359,000.00
2040	1,068,550.00	2,175,301.00	1,068,550.00	4,312,401.00	359,366.75
2041	1,024,106.50	2,263,787.00	1,024,106.50	4,312,000.00	359,333.33
2042	977,869.50	2,355,961.00	977,869.50	4,311,700.00	359,308.33
2043	929,739.00	2,451,822.00	929,739.00	4,311,300.00	359,275.00
2044	879,615.50	2,551,369.00	879,615.50	4,310,600.00	359,216.67
2045	687,558.00	2,934,284.00	687,558.00	4,309,400.00	359,116.67
2046	281,200.00	3,750,000.00	281,200.00	4,312,400.00	359,366.67
2047	204,700.00	3,900,000.00	204,700.00	4,309,400.00	359,116.67
2048	125,100.00	4,060,000.00	125,100.00	4,310,200.00	359,183.33
2049	84,500.00	4,225,000.00		4,309,500.00	718,250.00
	23,293,643.50	53,838,314.00	23,209,143.50	100,341,101.00	

17,150,000.00	Series 2017A Serial Current Interest Bonds (CIBs)
17,000,000.00	Series 2017A Current Interest Term Bonds (CIBs)
19,688,313.00	Series 2017A Convertible Capital Appreciation Bonds (CABs)
53,838,313.00	

Debt History:

Date of Receipt	22-Jun-17
Amount of Issue	$53,838,313.00

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639
BRAZORI17CIB

Brazoria County Toll Road Authority Limited Contract Tax and Subordinate Lien
Toll Road Revenue Bonds, Series 2017A CIB

*Int due from closing to Sept 2017 debt payment, then monthly installments to US Bank thereafter begin Sept 2017
Int calculations include compounded interest from Series 2017A Convertible CABs.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.42. **7/28/2026**

Treasurer’s Monthly Cash and Investment Report for Toll Road Funds for May 2026

Approve the Treasurer’s Monthly Cash and Investment Report for Toll Road Funds for May 2026. 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 2026** and reflects total cash and other assets in the custody of the County Treasurer at month end to be:

$54,848,913.32.

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 May 2026

Account	Beginning Bank Balance 5/1/2026	Deposits and Other Credits Received	Checks and Other Debits Disbursed	Ending Bank Balance 5/31/2026	Monthly Interest Earned	Interest Rate
FIRST NATIONAL BANK OF LAKE JACKSON						
Brazoria County Toll Road Authority O&M	13,722,809.10	1,695,127.64	635,008.65	16,052,945.39	39010.49	2.93
Brazoria County Toll Road Authority Construction	3,168,074.46	7,523.62	692,400.55	3,867,998.63	7523.62	2.93
Brazoria County Toll Road Authority FM 518	57,414.11	161.05	0.00	57,575.16	161.05	2.93
Brazoria County Toll Road Authority Debt	30,473.03	413,690.28	413,703.13	857,866.44	450.28	2.93
First National Bank of Lake Jackson Totals	**16,978,770.70**	**2,116,502.59**	**1,741,112.33**	**20,836,385.62**	**47,145.44**	

Total balance of all accounts at First National Bank of Lake Jackson as of last day of month **20,836,385.62**

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 2026**.

"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	3137AXSF1	FHR 4153 KG				$2,000,000.00	$2,000,000.00	$187,005.50	$188,338.81	$169,975.47
	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	$239,627.75	$237,175.04	$223,397.43
	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	$153,551.99	$155,131.15	$143,210.51
	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	$670,189.80	$670,759.82	$625,868.20
	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	$260,173.65	$262,167.21	$234,949.68
	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	$203,506.53	$206,172.01	$179,793.66
	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	$221,181.12	$220,888.82	$189,932.05
	451324201611301	11/15/2046		2.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137BWU77	FHR 4663 PK				$2,000,000.00	$2,000,000.00	$197,200.82	$195,204.39	$162,789.18
	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	$238,496.76	$237,302.66	$199,580.79
	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	$205,339.08	$204,947.28	$174,144.19
	464936201705301	5/15/2047		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 FEDERAL HOME LOAN BANK	91282CBZ3 612689202105261	U.S. Treasury Note 4/30/2028 AFS	1.250	Aa1	$3,000,000.00 100.00%	$3,000,000.00	$3,000,000.00	$3,002,742.42	$2,844,140.63
1 US Treasury Notes & Bonds						$3,000,000.00	$3,000,000.00	$3,002,742.42	$2,844,140.63
FHLB FEDERAL HOME LOAN BANK	31292HSQ8 0705240009	FHLMC Pool #C01427 11/1/2032 AFS	C01427 6.000		$4,125,000.00 100.00%	$4,125,000.00	$7,706.86	$7,722.71	$7,886.83
FHLB FEDERAL HOME LOAN BANK	31418AR91 313676201303260	FNMA Pool #MA1411 4/1/2033 AFS	MA1411 2.500		$2,500,000.00 100.00%	$2,500,000.00	$253,854.15	$255,520.76	$240,438.26
FHLB FEDERAL HOME LOAN BANK	31402RWW5 114200200802131	FNMA Pool #736061 9/1/2033 AFS	736061 4.500		$2,605,235.00 100.00%	$2,605,235.00	$34,357.40	$34,222.41	$33,826.00
FHLB FEDERAL HOME LOAN BANK	31418D5R9 623726202108170	FNMA Pool #MA4455 9/1/2036 AFS	MA4455 1.500		$2,500,000.00 100.00%	$2,500,000.00	$1,583,182.83	$1,599,372.47	$1,399,125.49
FHLB FEDERAL HOME LOAN BANK	31418DXQ0 596565202102231	FNMA Pool #MA4286 3/1/2041 AFS	MA4286 1.500		$3,000,000.00 50.00%	$1,500,000.00	$950,933.73	$962,591.14	$798,038.37
FHLB FEDERAL HOME LOAN BANK	3133N3WZ3 563588202007141	FHLMC Pool #RE6064 8/1/2050 AFS	RE6064 2.000		$2,500,000.00 100.00%	$2,500,000.00	$1,130,029.98	$1,159,789.09	$877,215.35
FHLB FEDERAL HOME LOAN BANK	31418DR87 566731202008111	FNMA Pool #MA4110 8/1/2050 AFS	MA4110 2.000		$2,000,000.00 100.00%	$2,000,000.00	$1,083,980.90	$1,114,793.22	$857,599.52
7 MBS - Fixed Rate						$17,730,235.00	$5,044,045.85	$5,134,011.80	$4,214,129.82
FHLB FEDERAL HOME LOAN BANK	31347A6M1 676296202208051	FHLMC Pool #840876 11/1/2046 AFS	840876 6.204		$10,360,000.00 100.00%	$10,360,000.00	$1,102,071.11	$1,100,757.18	$1,140,044.86
1 MBS - Variable Rate						$10,360,000.00	$1,102,071.11	$1,100,757.18	$1,140,044.86

** If no data is shown, then there are no pledges for the current period.

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	3136B0LE4	FNR 2018-5 JP			$3,000,000.00	$3,000,000.00	$160,846.29	$160,821.94	$150,411.23
	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	$215,907.54	$215,719.67	$191,259.06
	510582201902270	10/25/2047	3.000		100.00%				
FEDERAL HOME LOAN BANK		AFS							
FHLB	3137FRHM6	FHR 4960 PB			$2,000,000.00	$2,000,000.00	$359,472.68	$363,437.20	$292,611.34
	545254202003171	10/25/2049	1.500		100.00%				
FEDERAL HOME LOAN BANK		AFS							
FHLB	3137FFAM9	FHR 5071 MP			$2,150,000.00	$2,150,000.00	$1,282,553.63	$1,278,211.31	$1,067,703.58
	620483202107261	11/25/2049	1.000		100.00%				
FEDERAL HOME LOAN BANK		AFS							
FHLB	3137FR4D0	FHR 4952 PD			$2,000,000.00	$2,000,000.00	$485,669.76	$485,567.32	$402,078.22
	541697202002111	2/25/2050	2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS							
FHLB	3136BBWU2	FNR 2020-62 PA			$2,500,000.00	$2,500,000.00	$1,562,979.35	$1,609,143.13	$1,209,961.55
	570109202008311	9/25/2050	2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS							
FHLB	38382XB87	GNR 2021-138 JE			$3,000,000.00	$3,000,000.00	$1,821,999.54	$1,831,661.05	$1,566,729.57
	633235202110121	10/20/2050	1.500		100.00%				
FEDERAL HOME LOAN BANK		AFS							
FHLB	38383DVS4	GNR 2021-193 PC			$2,500,000.00	$2,500,000.00	$1,535,896.78	$1,542,523.16	$1,273,829.32
	643477202111291	6/20/2051	1.500		100.00%				
FEDERAL HOME LOAN BANK		AFS							
FHLB	38382WDS3	GNR 2021-117 PE			$3,000,000.00	$3,000,000.00	$1,794,336.90	$1,801,431.52	$1,552,221.64
	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	$1,453,575.70	$1,478,818.91	$1,177,324.95
	623728202108170	7/25/2051	2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS							
20 CMOs - Fixed Rate						$45,650,000.00	$13,249,511.17	$13,345,422.40	$11,187,771.62

** 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	29	To: BCTR BRAZORIA COUNTY TOLL ROAD AUTHORITY					$76,740,235.00	$22,395,628.13	$22,582,933.80	$19,386,086.93

$0.00	Munis with Maturity Under 2 Years	$3,000,000.00	Other securities with Stated Maturity Under 2 Years
$0.00	Munis with Maturity Over 2 Years	$19,395,628.13	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 2026

Current Date: 5/31/2026

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		3.620				100.00	10,651,474.04	10,651,474.04	100.00	10,651,474.04	1	32,684.48
Texas Class	LGIP		3.750				100.00	23,189,993.39	23,189,993.39	100.00	23,189,993.39	1	73,687.69
US Bank	Cash		3.540				100.00	171,060.27	171,060.27	100.00	171,060.27	1	1,493.38
Depository	Cash		2.680				100.00	20,836,385.62	20,836,385.62	100.00	20,836,385.62	1	47,145.44
								54,848,913.32	**54,848,913.32**		**54,848,913.32**		**155,010.99**

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023 and complies with the Investment Strategy of Brazoria County's Investment Policy and I certify that to the best of my knowledge the above is true and correct.

Angela Dees, CIO
Brazoria County Treasurer

Monthly Interest Earned for BCTRA for Fiscal Year 2026

	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Annual Earned
BANK	23,153.92	25,730.13	22,934.73	71,818.78	22,934.73	22,934.73	26,753.43	72,622.89	33,330.02	47,145.44		80,475.46					**224,917.13**
Texpool	36,536.77	34,169.55	33,989.90	104,696.22	33,056.04	29,715.02	32,918.30	95,689.36	31,835.55	32,684.48		64,520.03					**264,905.61**
Texas Class	109,958.69	96,688.04	96,235.18	302,881.91	87,840.85	78,487.45	78,487.45	244,815.75	74,694.47	73,687.69		148,382.16					**696,079.82**
US Bank	1,116.05	2,028.73	3,280.18	6,424.96	4,597.71	5,673.64	5,673.64	15,944.99	780.22	1,493.38		2,273.60					**24,643.55**
Total Per Month	170,765.43	158,616.45	156,439.99	485,821.87	148,429.33	136,810.84	143,832.82	429,072.99	140,640.26	155,010.99		295,651.25					**1,210,546.11**

I certify that to the best of my knowledge the above is true and correct.

Angela Dees, CIO
Brazoria County Treasurer

BCTRA Quarterly Interest Rates Comparison by Quarter FY25

	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Ann Avg
BANK	2.66%	2.65%	2.67%	**2.66%**	2.70%	3.23%	2.68%	**2.87%**	2.86%	2.93%							
TEXPOOL	4.14%	3.99%	3.83%	**3.99%**	3.71%	3.68%	3.67%	**3.69%**	3.66%	3.62%							
TEXAS CLASS	4.28%	4.11%	3.97%	**4.12%**	3.86%	3.80%	3.78%	**3.81%**	3.77%	3.75%							
US BANK	4.04%	3.89%	3.70%	**3.88%**	3.62%	3.60%	3.58%	**3.60%**	3.57%	3.54%							

Brazoria County Toll Road Authority US Bank Activity and Interest Report for May 2026

Fund	Beginning Balance 5/1/2026	Credits	Debits	Interest Earned	Ending Balance 5/31/2026	Avg. Yield	Expected Maturity	Mark to Mkt 5/31/26
Brazoria County Toll Road	169,566.89	318,937.50	-318937.50	1,493.38	171,060.27	3.540	6/1/2026	171,060.27
US Bank Totals	**169,566.89**	**318,937.50**	**-318937.50**	**1,493.38**	**171,060.27**			**171,060.27**

Brazoria County Toll Road Authority Texas Class Activity and Interest Report for May 2026

Fund	Beginning Balance 5/1/2026	Credits	Debits	Interest Earned	Ending Balance 5/31/2026	Avg. Yield	Expected Maturity	Mark to Mkt 5/31/2026
Toll Road Funds Construction	2,182.70			6.97	2,189.67	3.750	6/1/2026	2,189.67
Toll Road Funds O & M	12,900,981.91			41,124.36	12,942,106.27	3.750	6/1/2026	12,942,106.27
BCTRA LMTD REV BD 2024	10,213,141.09			32,556.36	10,245,697.45	3.750	6/1/2026	10,245,697.45
Texas Class Totals	**30,488,497.35**	**0.00**	-	**73,687.69**	**23,189,993.39**			**23,189,993.39**

Brazoria County Toll Road Authority Texpool Activity and Interest Report for May 2026

Fund	Beginning Balance 5/1/2026	Credits	Debits	Interest Earned	Ending Balance 5/31/2026	Avg. Yield	Expected Maturity	Mark to Mkt 5/31/2026
Toll Road Funds Construction	0.00	0.00	0.00	0.00	0.00	3.620	6/1/2026	0.00
Toll Road Funds O & M	10,618,789.56	0.00	0.00	32,684.48	10,651,474.04	3.620	6/1/2026	10,651,474.04
Texpool Totals	**10,618,789.56**	**0.00**	-	**32,684.48**	**10,651,474.04**			**10,651,474.04**

Balance from BCTRA Texpool accts:	**10,651,474.04**
BRAZO EOM balance from report:	**115,743,372.62**
Total:	**126,394,846.66**
Balance from Texpool statement:	**126,394,846.66**
Difference	**0.00**

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. **7/28/2026**

Approval for Emergency Medical Services Provider - Guardian Angels 2026 LLC

Whereas, Kifah Alnajjar is Managing Partner of Guardian Angels 2026 LLC, a non-emergent emergency medical services company; and

Whereas, Guardian Angels 2026 LLC provides basic life support, non-911 transport for patients who require stretcher transport for Hospital-to-Hospital transfers, Dialysis, Hospice, and specialized long-term care; and

Whereas, Kifah Alnajjar has requested a letter of approval as required by Texas Health and Safety Code 773.0573 in order to operate and provide such services within Brazoria County; and

Whereas, the Court finds the addition of Guardian Angels 2026 LLC's non-emergent services will not interfere with or adversely affect the provision of emergency medical services by the licensed emergency medical services providers operating in the county; and

Whereas, the Court finds the addition of Guardian Angels 2026 LLC's non-emergent services will remedy an existing provider shortage that cannot be resolved through the use of the licensed emergency medical services providers operating in the county; and

Whereas, the Court finds the addition of Guardian Angels 2026 LLC's non-emergent services will not cause an oversupply of licensed emergency medical service providers in the county.

Therefore, the Court approves the operation of Guardian Angels 2026 LLC within Brazoria County for the purpose of transporting patients for Emergency Medical Services under Texas Health and Safety Code 773.0573.

Further, that the County Judge be authorized to sign any required documents.

LOVE & CARE

GUARDIAN ANGELS

2026

TRANSPORTATION

Guardian Angel 2026 LLC

2503 Hages Bend Circle | 313-415-5228 | AKQ217@yahoo.com

July 12, 2026

The Honorable L.M. "Matt" Sebesta, County Judge
Brazoria County Commissioners Court
111 E. Locust Street, Room 203
Angleton, Texas 77515

RE: Letter of Intent – Guardian Angel 2026 LLC
Stretcher Transportation Service for Brazoria County

Dear Judge Sebesta and Honorable Commissioners,

We respectfully submit this Letter of Intent to express our sincere interest in potentially providing non-emergency stretcher transportation services in Brazoria County.

- **Approximately 70 million Baby Boomers** are entering retirement age and healthcare dependency years.
- **By 2030, approximately one in every five Americans will be age 65 or older.**
- Demand **for stretcher transportation, dialysis transportation, hospice transportation, and long-term care** transportation is expected to continue increasing.
- **Texas and the United States continue to face ongoing EMS and healthcare workforce shortages.**
- **Guardian Angel 2026 LLC intends to become an active supplemental provider** helping support future healthcare needs rather than competing with existing 911 providers.
- **The company intends to focus primarily on stretcher patients,** representing approximately 95% of anticipated transports.
- **The founders' healthcare background includes nursing and EMS experience,** providing firsthand understanding of patient needs and workforce shortages.
- **Future community initiatives** may include free educational opportunities for young adults interested in EMS careers to help address future workforce shortages.
- **Guardian Angel 2026 LLC seeks to prepare today for tomorrow's healthcare transportation demands.**

We look forward to the opportunity to work cooperatively with Brazoria County and its leadership to help meet the transportation needs of our growing community with professionalism, compassion, and integrity.

Respectfully,

Kifah Al-Najjar

Kifah Al-Najjar, Managing Member
Guardian Angel 2026 LLC

COMPASSION ✦ INTEGRITY ✦ RELIABILITY

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.2. **7/28/2026**

Order Opening Public Hearing on Adopting Tax Abatement Guidelines and Criteria

Open Public Hearing to Adopt Tax Abatement Guidelines and Criteria for Brazoria County pursuant to the Texas Tax Code, Chapter 312.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.3. **7/28/2026**

Order Closing Public Hearing on Adopting Tax Abatement Guidelines and Criteria

Close Public Hearing to Adopt Tax Abatement Guidelines and Criteria for Brazoria County pursuant to the Texas Tax Code, Chapter 312.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.4. **7/28/2026**

Order Adopting Tax Abatement Guidelines and Criteria

The Court approves adopting the Guidelines and Criteria for Granting Tax Abatement in a Reinvestment Zone Created in Brazoria County attached hereto.

The Tax Abatement Guidelines and Criteria are hereby effective on this date.

GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT IN A REINVESTMENT ZONE CREATED IN BRAZORIA COUNTY

WHEREAS, the creation, retention and diversification of job opportunities that bring new wealth are among the highest civic priority; and

WHEREAS, the purpose of tax abatement is to provide an incentive offered by the taxpayers, i.e. citizens of Brazoria County, to attract investments that lead to better quality of life and better services. The wealth created by these enterprises leads to more service and retail businesses, which in addition to improving quality of life, increases the tax base. In summary, by giving incentive in terms of tax abatement, the citizens agree to give up short term tax benefits, for long term benefits; and

WHEREAS, new jobs, investment and industrial diversification will benefit the area economy, provide needed opportunities, strengthen the real estate market and generate tax revenue to support local services; and

WHEREAS, the communities within Brazoria County must compete with other localities across the nation currently offering tax inducements to attract new plant and modernization projects; and

WHEREAS, any tax incentives offered in Brazoria County would reduce needed tax revenue unless strictly limited in application to those new and existing industries that bring new wealth to the community; and

WHEREAS, the abatement of property taxes, when offered to attract capital investment and primary jobs in industries which bring in money from outside a community instead of merely recirculating dollars within a community, has been shown to be an effective method of enhancing and diversifying an area of economy; and

WHEREAS, Texas law requires any eligible taxing jurisdiction to establish Guidelines and Criteria as to eligibility for tax abatement agreements prior to granting of any future tax abatement, and said Guidelines and Criteria to be unchanged for a two-year period unless amended by a three-quarters vote;

WHEREAS, Texas law requires a public hearing regarding the proposed adoption, amendment, repeal, or reauthorization of tax abatement guidelines and criteria;

WHEREAS, a public hearing was held and these Guidelines and Criteria for Grating Tax Abatement in a Reinvestment Zone in Brazoria County was approved under Court Order _____ dated July ___, 2026.

Now, therefore, be it resolved that Brazoria County does hereby adopt these Guidelines and Criteria for granting tax abatement in reinvestment zones in Brazoria County.

DEFINITIONS Section 1

(a) "Abatement" means the full or partial exemption from ad valorem taxes on certain property in a reinvestment zone in Brazoria County for economic development purposes.

(b) "Abatement Period" means the period during which all or a portion of the value of real property or tangible personal property that is the subject of a tax abatement agreement is exempt from taxation.

(c) "Abated Facility Site" (or "proposed abated facility site") means the tract(s) or area of land underlying the proposed improvements to be abated.

(d) "Agreement" means a contractual agreement between a property owner and/or lessee and Brazoria County for the purpose of tax abatement.

(e) "Base year value" means the assessed value of eligible property January 1 preceding the execution of the agreement plus the agreed upon value of eligible property improvements made after January 1 but before the execution of the agreement.

(f) "Brazoria County Vendor and Services" means a company that employs Brazoria County residents and pays Brazoria County taxes.

(g) "Deferred maintenance" means the improvements necessary for continued operations which do not improve productivity or alter the process technology.

(h) "Distribution Center Facility" means buildings and structures, including machinery and equipment, used or to be used primarily to receive, store, service, or distribute goods or materials owned by the facility operator where seventy percent (70%) of the goods or services are distributed outside of Brazoria County.

(i) "Economic Development" means participation in or support of an organized program or entity which for the purpose of its mission, engages in activities designed to encourage employment opportunities development/commercial and manufacturing business/industry to locate and/or expand in Brazoria County, thus expanding and diversifying the tax base as well as increasing the economic strength and stability of Brazoria County.

(j) "Eligible jurisdiction" means Brazoria County and any municipality or other local taxing jurisdictions eligible to abate taxes according to Texas law, the majority of which is located in Brazoria County that levies ad valorem taxes upon and provides services to reinvestment zone in Brazoria County.

(k) "Employee" for the purposes of the economic qualifications of Section 2(h)(2) of these Guidelines and Criteria shall include all persons directly employed by the owner of the planned improvement at the abated facility site/reinvestment zone together with any independent contractor or employee of independent contractors employed on a full-time (40 hours per week equivalent) basis at the facility site/reinvestment zone continuously for the duration of the abatement agreement**.**

(l) "Existing facility" is the facility described in Section 2 (a) that will be expanded or modernized and which contains the proposed improvements to be abated. A manufacturing or processing unit or units of a larger plant complex that separately comprise a manufacturing or production sub-unit of the larger plant shall be considered the existing facility for purposes of the Section 2 (h) (2) employment retention requirement (that the planned improvements cause the retention or prevention of loss of employment of 10 employees or 50% of the employees of the existing facility, whichever is greater). For example, if an existing facility has 100 employees, an expansion or modernization of all or part of that facility must result in the retention of at least 50 employees employed at or in connection with the expanded or modernized "existing facility" in order for the facility improvements to qualify for abatement.

(m) "Expansion" means the addition of buildings, structures, machinery or equipment for purposes of increasing production capacity.

(n) "Facility" means property improvements completed or in the process of construction which together comprise an integral whole.

(o) "Manufacturing Facility" means buildings and structures, including machinery and equipment, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.

(p) "Modernization" means the replacement and upgrading of existing facilities which increases the productive input or output, updates the technology or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing, or repairing.

(q) "New Facility" means a property previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.

(r) "Other Basic Industry" means buildings and structures including fixed machinery and equipment not elsewhere described, used or to be used for the production of products or services which serve a market primarily outside Brazoria County.

(s) "Productive Life" means the number of years a property improvement is expected to be in service. After a cessation of production, the productive life of property improvements may be deemed to end, at County's election, on the date of cessation of production either upon (1) a determination by the County that it is unlikely the improvement(s) will be reactivated as an integral part of a producing facility, and/or (2) the expiration of eighteen (18) continuous or non-consecutive months of non-production in any twenty-four (24) month period following the date the property improvement(s) cease to be in active service as part of a facility operating in a producing capacity. Upon cessation of production and for calculation of the recapture amount of taxes, the "productive life" will be determined to begin on the effective date of the tax abatement as set forth in the Agreement.

(t) "Qualified Vendors and Services" means those vendors and services that meet the company's individual stated requirements, which can include but are not limited to: safety, financial condition, environmental record, diverse suppliers, quality or ability to perform.

(u) "Regional Entertainment Facility" means buildings and structures, including machinery and equipment, used or to be used to provide entertainment through the admission of the general public where seventy percent (70%) of users reside at least 50 miles from its location in Brazoria County.

(v) "Research Facility" means buildings and structures, including machinery and equipment, used or to be used primarily for research or experimentation to improve or develop new tangible goods or materials or to improve or develop the production processes thereto.

(w) "Regional Service Facility" means buildings and structures, including machinery and equipment, used or to be used to service goods where seventy percent (70%) of the goods being serviced originate outside of Brazoria County.

(x) "Tangible personal property" means tangible personal property classified as such under state law, but excludes inventory and/or supplies, ineligible property as defined herein, and tangible personal property that was located in the reinvestment zone at any time before the period covered by the agreement with the County.

ABATEMENT AUTHORIZED Section 2

(a) Authorized Facility. A facility may be eligible for abatement if it is a: Manufacturing Facility, Research Facility, Distribution Center or Regional Service Facility, Regional Entertainment Facility, Other Basic Industry, or a facility that Commissioners Court determines would enhance job creation and the economic future of Brazoria County.

(b) Creation of New Value. Abatement may only be granted for the additional value of eligible property improvements made subsequent to and specified in an abatement agreement between Brazoria County and the real property owner, tangible personal property owner, leasehold interest, and/or lessee, subject to such limitations as Brazoria County may require.

(c) New and Existing Facilities. Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

(d) Eligible Property. Abatement may be extended to the value of buildings, structures, tangible personal property as defined in the Tax Code including fixed machinery and equipment, site improvements and related fixed improvements necessary to the operation and administration of the facility.

Tangible Personal Property: Abatement may be granted with the owner of tangible personal property located on real property in a reinvestment zone to exempt from taxation (1) all or a portion of the value of the real property, (2) all or a portion of the value of the tangible personal property located on the real property, or (3) all or a portion of the value of both.

An abatement may be granted with the owner of tangible personal property or an improvement located on tax-exempt real property that is located in a designated reinvestment zone to exempt all or a portion of the value of the tangible personal property or improvement located on the real property.

(e) Ineligible Property. The following type of property shall be fully taxable and ineligible for tax abatement: land, existing improvements, tangible personal property that the Brazoria Central Appraisal District classifies as inventory or supplies, tools, furnishings, and other forms of movable personal property; vehicles, watercraft, aircraft, housing, convalescent homes, assisted living homes/centers, hotel accommodations, retail facilities, deferred maintenance investments, property to be rented or leased except as provided in Section 2(f), tangible personal property located in the reinvestment zone prior to the effective date of the tax abatement agreement, property already subject to real or personal property tax(es) moved from one location in Brazoria County to the reinvestment zone, real property with a productive life of less than 10 years, property owned or used by the State of Texas or its political subdivisions or by any organizations owned, operated or directed by a political subdivision of the State of Texas, or any other property for which abatement is not allowed by State law.

(f) Leased Facilities. Leasehold Interest: Abatement may be granted with the owner of a leasehold interest in tax-exempt real property located in a reinvestment zone designated to exempt all or a portion of the value of the leasehold interest in the real property.

Lessee Interest: Abatement may be granted with a lessee of taxable real property located in a reinvestment zone to exempt from taxation (1) all or a portion of the value of the fixtures, improvements, or other real property owned by the lessee and located on the property that is subject to the lease, (2) all or a portion of the value of tangible personal property owned by the lessee and located on the real property that is the subject of the lease, or (3) all or a portion of the value of both the fixtures, improvements, or other real property and the tangible personal property defined herein.

Leasehold Interest/Lessee shall be required to submit with its application a copy of the executed lease agreement between lessor/lessee demonstrating a minimum lease term double the abatement term granted.

(g) Value and Term of Abatement. Abatement shall be granted effective with the January 1 valuation date immediately following the date of the Commissioners Court Order granting the abatement and approving the abatement application. Commissioners Court shall determine the percent of value and the term of the abatement based upon the overall value of the project, the number and types of new jobs being created, the extent to which local labor or local subcontractors will be used in the construction phase, the types and values of public improvements to be made, and the extent to which Brazoria County vendors and service providers will be used during the operation of the project. Commissioners Court may vary the length and abatement percentage on a case-by-case basis upon consideration of the factors above and any other relevant factors. The term of abatement may be up to 10 years or one-half (1/2) of the productive life of the improvement, whichever is less. The "productive life" will be calculated from the effective date of the tax abatement and the date the equipment ceased to be in service. The abatement may be extended through an initial agreement, and a subsequent agreement may be required to comply with state law regarding the term of the reinvestment zone. *See Exhibit "A" attached hereto.*

If it is determined that the abatement period would better benefit the County and the Applicant by deferring the commencement date beyond the January 1 following the Commissioners Court Order granting the abatement and approving the abatement application, the County may defer the commencement date of the abatement period to a future date certain. The deferral of the commencement date will not allow the duration of the abatement period to extend beyond ten (10) years. However, in no event shall the abatement begin later than the January 1 following the commencement of construction.

If a modernization project includes facility replacement, the abated value shall be the value of the new unit(s) less the value of the old unit(s).

New eligible properties must be in active service and operation as part of a facility operating in a producing capacity for a period equal to double the abatement period (*i.e.* seven year abatement, then in producing capacity for 14 years) in order to receive the full term of the abatement granted and not be subject to the term reduction and recapture/payment obligation provisions.

(h) Economic Qualification. In order to qualify for tax abatement, the planned improvement:

(1) must be reasonably expected to increase and must actually increase the value of the property in the amount of $1 million or more;

(2) must create employment for at least 10 people on a full-time (40 hours per week equivalent) basis in Brazoria County for the duration of the abatement period at the abated facility site described in the tax abatement application; or alternatively, must retain and prevent the loss of employment of 10 employees or fifty percent (50%) of the existing number of employees, at the time of application, employed at or in connection with the existing facility containing the abated facility site described in the tax abatement application, whichever is greater, for the duration of the abatement period. The following is applicable to the employment retention/preventing loss of employment requirement:

a. "Existing facility" is the facility described in Section 2 (a) that will be expanded or modernized and which contains the proposed improvements to be abated. A manufacturing or processing unit or units of a larger plant complex that separately comprise a manufacturing or production sub-unit of the larger plant shall be considered the existing facility for purposes of the Section 2(h)(2) employment retention requirement (that the planned improvements cause the retention or prevention of loss of employment of 10 employees or 50% of the employees of the existing facility, whichever is greater). For example, if a large plant complex has a sub-unit that produces chlorine and 100 employees are employed at or in connection with that unit, an expansion or modernization of all or part of that facility must result in the retention of at least 50 employees employed at or in connection with the expanded or modernized "existing facility" in order for the facility improvements to qualify for abatement.

b. Employees of a larger plant unit transferred or assigned to and employed at or in connection with a new sub-unit containing the planned improvements, constructed on undeveloped land constituting the proposed abated facility site/reinvestment zone shall be considered "created" employment for purposes of this sub-section.

The proposed number of employees to be employed at the abated facility as stated in the abatement application for the property that is the subject of the tax abatement agreement (including the projected creation or retention of employment) must be maintained for the duration of the abatement period at the abated facility site. For purposes of this sub-section, in order for a planned improvement to be considered as preventing the loss of employment or retaining employment, the abated facility/project must be necessary in order to retain or keep employment at levels as indicated in the application and in order to retain the proposed number of employees at the abated facility as indicated in the application. The owner/Applicant seeking to qualify on the basis of retention or preventing loss of employment must provide a detailed statement as an attachment to its application affirmatively representing compliance with this sub-section and explaining the necessity of this project to prevent loss of employment. Any variance from the requirements of this sub-section is subject to approval of Commissioners Court in accordance with the variance section of these Guidelines & Criteria.

(3) must be not expected to solely or primarily have the effect of transferring employment from one part of the county to another part of the county. A variance may be requested relative to this provision which approval shall be at the sole discretion of the County.

(4) must be necessary because capacity cannot be provided efficiently utilizing existing improved property;

Additionally, the owner of the project:

(5) must provide for and pay, at the time of filing an application for tax abatement, a non-refundable application fee of $1,000. A part of the application fee will be dedicated by Brazoria County to economic development programs authorized by Local Government Code, Section 381.004. If Applicant requests the creation of a reinvestment zone, an additional non-refundable fee in the amount of $200 is required to post notice in a newspaper as required by Chapter 312 of the Tax Code.

(6) should give preference and priority to Brazoria County vendors and service providers, such as, manufacturers, suppliers, contractors, and labor, during all phases of the tax abatement. The owner of the project should give said preference and priority except where not reasonably possible to do so without risking substantial adverse impacts to the cost, quality or schedule for the applicable work or sacrifice in operating efficiency, environmental impact or safety. It is preferred that the owner seek qualified workers who are United States citizens and veterans and also legal residents prior to seeking workers from other countries. The owner must utilize local resources, such as local economic development corporations, chambers of commerce, and local advertising to attract qualified Brazoria County vendors and service providers.

(7) The owner shall file an Economic and Community Development Plan as part of the application demonstrating the economic and community impact of the proposed project within Brazoria County. The Economic and Community Development Plan should include: planned use of Brazoria County vendors and service providers, types of local vendors that may be used, planned partnerships or programs with local colleges, charitable organizations, and associations, and any other relevant information related to the economic or community development within Brazoria County that should be attributed to the project. When feasible, the owner of the project should include the estimated costs associated with or an analysis of the economic and community impact.

The owner shall provide evidence each year with its annual report, demonstrating that it is in compliance with its Economic and Community Development Plan.

(8) will annually, for the term of the abatement, contribute .000207 of the value reported in "Part V Section F" of the abatement application (estimated value of abated improvements at the conclusion of the abatement period). Air carriers receiving abatement will contribute an amount equal to .000207 of the estimated value of the personal property of the air carrier indicated in its Application. Each project will contribute no more than $40,000 for projects less than $500 million in capital investment, no more than $65,000 for projects $500 million to $999 million in capital investment, and no more than $80,000 for projects $1 billion or more in capital investment. The minimum contribution shall not be less than $3,500. This contribution shall be made annually to be used specifically to fund economic development in Brazoria County as authorized by Local Government Code, Section 381.004. The annual contribution shall be paid to Brazoria County through the County Auditor's Office on or before January 1 of each year of the tax abatement contract term.

(9) must not file with the Brazoria Central Appraisal District a valuation or taxpayer protest or notice of protest pursuant to the Texas Property Tax Code during the abatement period legally protesting the valuation of the abated improvements of a manufacturing facility pursuant to an appraisal method that produces a valuation of improvements based on each improvement's value as a separate item of personal property rather than the improvements' value as integral fixtures of a producing manufacturing facility. An owner's legal protest of the improvements' value pursuant to the Texas Property Tax Code must be based on and use accepted appraisal methods and techniques allowed by law (Texas Property Tax Code) and uniform standards of professional appraisal practice. The filing of a valuation protest or notice of protest contrary to this standard shall cause the tax abatement agreement to be subject to termination and recapture of all previously abated taxes.

(10) must not be a defendant in any litigation by the County seeking recovery or recapture of previously abated taxes.

(11) will be wholly responsible for all County roads and right-of-way (including bridges, culverts, ditches, etc.) and damages caused thereto as a result of the construction, on-going maintenance, and operations of the Abated Facility Site as well as associated facilities to the Abated Facility Site, including but not limited to, the following:

- Cost to maintain the roads utilized for construction of the Abated Facility Site in an effort to keep the road safe for the traveling public will be tracked by the County and invoiced on a regular basis to the Abatee.
- Cost to reconstruct the roadway, if needed, will be actual cost to reconstruct the County roads and right-of way incurred by the County and invoiced to the Abatee. These costs will include all construction costs as well as all related professional services for the repair work.
- Abatee shall coordinate with the County Engineering Department regarding any and all use of County roads and right-of-way for construction, maintenance and operation of Abated Facility Site in accordance with County regulations in place for use of County facilities. In order to comply with County regulations, Abatee shall schedule and attend a pre-development meeting with the County Engineering Department prior to commencing construction. Abatee shall submit a road use plan to the County Engineering Department at least 3 days prior to attending the pre-development meeting. The road use plan should identify all County roads that may be affected by construction or use of the Abated Facility Site, as well as, the routes of any related pipelines.
- Abatee shall execute a Developer Agreement relating to the reconstruction and repair of affected County roads. Abatee shall not begin construction, of the Abated Facility until the Developer Agreement has been fully executed. Beginning construction prior to the execution of a Developer Agreement will result in the cancellation of the Abatement.

(12) will dedicate to the County, prior to the issuance of any permits, any right-of-way on Applicant's property considered necessary by the Brazoria County Engineer.

(13) will dedicate to the County or a drainage district with jurisdiction, any drainage easement(s) considered necessary by the Brazoria County Engineer or an engineer from the appropriate drainage district.

(i) Taxability. From the execution of the abatement contract to the end of the agreement period, taxes shall be payable as follows:

(1) The value of ineligible property as provided in Section 2(e) shall be fully taxable;

(2) the base year value of existing eligible property as determined each year shall be fully taxable; and

(3) the additional value of new eligible property shall be taxable in the manner described in Section 2(g).

APPLICATION Section 3

(a) The Application for tax abatement may be obtained from the County Judge's Office or on the Brazoria County website at www.brazoriacountytx.gov. Applicant may contact the Judge's Office at (979) 864-1200 or (281) 756-1200.

(b) Any present or potential owner of taxable property in Brazoria County may request the creation of a reinvestment zone and tax abatement by filing a tax abatement application with Brazoria County. The application shall be filed by providing one (1) hardcopy to the County Judge's Office and an electronic copy to BC312@brazoriacountytx.gov. The application provided will be furnished to each member of Commissioners Court and the Tax Abatement Review Committee (TARC). After filing the application, the Applicant shall provide an economic impact analysis report, in a format comparable to the Texas Governor's economic impact analysis report, to BC312@brazoriacountytx.gov prior to the TARC meeting on the Applicant's tax abatement application.

(c) The application shall consist of a completed application form accompanied by: a general description of the proposed use and the general nature and extent of the modernization, expansion or new improvements which will be a part of the facility; a map and property description; CAD data or a shapefile with the boundaries of the reinvestment zone; and a time schedule for undertaking and completing the planned improvements. In the case of modernizing, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form shall require such financial and other information as Brazoria County deems appropriate for evaluating the financial capacity and other factors of the Applicant. Applicant should not submit confidential information as part of the application. If doing so cannot be avoided, a general description in non-confidential terms should be included on the application, along with a sealed document containing the confidential information as an attachment and clearly marked "CONFIDENTIAL".

(d) Upon receipt of a completed application, the County shall notify in writing the presiding officer of the governing body of each eligible jurisdiction. Before acting upon the application, Brazoria County Commissioners Court shall hold a public hearing at which interested parties shall be entitled to speak and present written materials for or against the approval of the tax abatement. The public hearing shall also afford the Applicant and the designated representative of any eligible jurisdiction opportunity to show cause why the abatement should or should not be granted. Notice of the public hearing shall be clearly identified on a Brazoria County notice to be posted at least 30 days prior to the hearing.

(e) After receipt of an application for creation of a reinvestment zone and application for abatement, the Tax Abatement Review Committee (TARC) shall prepare a feasibility study setting out the impact of the proposed reinvestment zone and tax abatement. The feasibility study shall include, but not be limited to, an estimate of the economic effect of the creation of the zone and the abatement of taxes and the benefit to the eligible jurisdiction and the property to be included in the zone. The economic impact analysis report provided by the Applicant shall be attached to the feasibility study and included as part of the feasibility study report.

(f) If upon written request for a legal opinion or interpretation from the Commissioners Court or its members, the legal counsel for Brazoria County determines that the application does not appear to comply with the written language of the Guidelines and Criteria, a public hearing on said application if already set, shall be postponed for a period of at least thirty days from the scheduled date of public

hearing to allow time for further review by the Commissioners Court or any duly appointed review committee, or if an initial setting has not been made, the hearing on such application shall be set on the Commissioners Court agenda no sooner than sixty (60) days from the time the Court enters an order to set the public hearing date.

The Applicant shall file a supplement or addendum to its application to show cause why the application should be heard and shall present reasons at the public hearing on the same.

Provided that any final decision or interpretation as to the intent and meaning or policy of any provision or its written language; any final decision as to whether or not an application complies or does not comply with the guidelines and criteria; and any final decision as to whether to grant or deny tax abatement shall be made by the Commissioners Court at its sole discretion.

(g) Brazoria County shall not establish a reinvestment zone for the purpose of Abatement with the County if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation of improvements related to a proposed modernization, expansion or new facility.

(h) Brazoria County shall not establish a reinvestment zone for an Applicant that is not seeking an Abatement with the County under Chapter 312 of the Tax Code if construction, alteration, or installation of improvements related to a proposed modernization, expansion, or new facility has begun prior to the creation of the reinvestment zone. In order for an Applicant that is not seeking an Abatement with the County to request the creation of a reinvestment zone, the Applicant shall submit the request in writing to the County Judge with copy to BC312@brazoriacountytx.gov. The request must include a request for the creation of a reinvestment zone by both the Applicant and the taxing entity that would be entering into an Abatement, a brief description of the project, a map or survey depicting the proposed reinvestment zone, and metes and bounds of the proposed reinvestment zone. In addition to the written request, Applicant shall submit a non-refundable reinvestment zone fee of $200 to post notice in a newspaper as required by Chapter 312 of the Tax Code.

(i) Variance. Requests for variance from the provisions of Subsections (a) (b) (e) (g), (h) (1), (h) (2) and/or (h) (3) of Section 2 may be made in written form to the County Judge with a copy forwarded to the TARC. Such requests shall include a complete description of the circumstances explaining why the Applicant should be granted a variance. Approval of a request requires a four-fifths (4/5) vote of the Commissioners Court.

(j) Special Variance: Air Carriers. A special variance from all applicable provisions of these guidelines and criteria, with the exception of Section 2 (h) (5) and (h) (7) may be granted allowing abatement or partial abatement of ad valorem taxes on the personal property of a certificated or non-certificated air carrier that owns or leases taxable real property in Brazoria County provided that the personal property has a value of at least $10,000,000. Approval of a request for this variance requires a three-fourth (3/4) vote of the Commissioners Court.

APPROVAL Section 4

(a) Neither a reinvestment zone nor abatement agreement shall be authorized if it is determined that:

(1) there would be a substantial adverse effect on the provision of government service or tax base;

(2) the Applicant has insufficient financial capacity;

(3) planned or potential use of the property would constitute hazard to public safety, health or morals; or

(4) violation of other codes or laws.

AGREEMENT Section 5

(a) After approval, Brazoria County Commissioners Court shall formally pass a resolution and execute an agreement with the Applicant as required which shall include:

(1) estimated value to be abated and the base year value;

(2) percent of value to be abated each year as provided in Section 2(g);

(3) the commencement date and the termination date of abatement;

(4) the proposed use of the facility; nature of construction, time schedule, map, property description and improvement list as provided in Application, Sections II and III;

(5) contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration and assignment as provided in Sections 2(a), 2(f), 2(g), 2(h) 6, 7, and 8;

(6) size of investment, the Economic and Community Development Plan, and average number of jobs involved for the period of abatement; and

(7) provision that Applicant shall annually furnish information necessary for Brazoria County's evaluation of Applicant's compliance with the terms and conditions of the tax abatement agreement and these guidelines and criteria (in the form of an annual report/statement of compliance), together with an additional provision that Brazoria County may, at its election, request and obtain information from Applicant as is necessary for the County's evaluation of Applicant's compliance with the terms and conditions of the tax abatement agreement and these guidelines and criteria. See Attachment A.

(8) provision that, upon expiration of the tax abatement agreement, Applicant shall begin annually reporting the status of the abated improvements regarding active service and operation as part of a facility operating in a producing capacity. Reporting will be for the same amount of years as the tax abatement period (*e.g.* seven year abatement, then follow-up reporting for seven more years). See Attachment B.

(b) Such agreement shall be executed within sixty (60) days after the Applicant has forwarded all necessary information and documentation to Brazoria County.

RECAPTURE Section 6

(a) In the event the facility contemplated herein is completed and begins producing product or service, but the company fails to maintain the level of employment (including the projected creation or retention of employment) or fails to comply with its Economic and Community Development Plan as provided as part of the abatement application for the property that is the subject of the abatement agreement, the County may elect to: (1) Declare a default and terminate the abatement agreement without recapturing

prior years' abated taxes; (2) Declare a default, terminate the agreement and order a recapture of all or part of the previous years' abated taxes; or (3) Set specific terms and conditions for the continuation of the abatement exemption for the duration of the term of the agreement under its present terms or alter the amount of the abatement for the remaining term of the agreement. In making a determination under this Section, the County may consider evidence provided by the Owner regarding its failure to comply with its Economic and Community Development Plan.

(b) Should Brazoria County determine that the company or individual is in default according to the terms and conditions of its agreement, Brazoria County shall notify the company or individual in writing at the address stated in the agreement and if such is not cured within sixty (60) days from the date of such notice ("Cure Period"), then the agreement may be terminated.

(c) In the event that the company or individual (1) allows its ad valorem taxes owed the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest, or (2) violates any of the terms and conditions of the abatement agreement and fails to cure during the Cure Period, the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within sixty (60) days of the termination.

(d) Failure to provide any requested statement or information pursuant to the provisions described in Section 5(a)(7) without just cause within sixty (60) days of the request for the information or the presentation of any false or misleading statement may, at the County's option, be construed as a default by the company or individual and cause for immediate termination of the tax abatement agreement and recapture of all previously abated taxes, if after written notice of default, the company or individual has not cured such default prior to the expiration of thirty (30) days from such written notice. The Cure Period provisions of sub-sections (b) and (c) above are not applicable to a default and termination under this paragraph.

ADMINISTRATION Section 7

(a) The Chief Appraiser of the County shall annually determine an assessment of the real and personal property comprising the reinvestment zone. Each year, the company or individual receiving abatement shall furnish the assessor with such information as may be necessary for the abatement. Once value has been established, the Chief Appraiser shall notify the eligible jurisdictions which levy taxes on the amount of the assessment.

(b) The agreement shall stipulate that TARC of Brazoria County will have access to the reinvestment zone during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representatives of the company or individual and in accordance with their safety standards.

(c) Tax Abatement Review Committee:

The Commissioners Court shall appoint a standing Tax Abatement Review Committee (TARC) for purposes of (i) reviewing the tax abatement application and preparing the feasibility study report required by Section 3(d) of these guidelines; (ii) conducting annual inspections and/or evaluations of the abated facilities to insure compliance with the terms/conditions of the tax abatement agreement.

(d) The Tax Abatement Review Committee shall be comprised of, but not limited to, a representative

appointed by each Commissioners Court member. The County Auditor, County Treasurer, District Attorney representative, and County Tax Assessor Collector shall serve as ex-officio members of the Committee to advise on abatement qualifications and procedures. The County Judge and the Commissioner of the Precinct in which a proposed abated facility will be located will serve on the Committee during the period when the Committee is preparing the feasibility study report and conducting the annual inspection and/or evaluation of the facility.

(e) Upon commencement of construction, the owner of an abated facility must submit a written report/statement of compliance annually during the life of the abatement to the Brazoria County Commissioners Court and the Tax Abatement Review Committee clearly detailing the status of the facility and how it is complying with the abatement guidelines. The report shall be submitted to BC312@brazoriacountytx.gov. The Committee shall annually evaluate each abated facility and report possible violations to the contract and agreement to the Brazoria County Commissioners Court. The form of annual report that shall be used by the owner is attached as Attachment A.

(f) Upon expiration of the Tax Abatement term, the owner of the abated improvements must submit a written report/statement of compliance annually, beginning January 1 after the expiration of the tax abatement term, documenting that the abated improvements remain in active service and operation as part of a facility operating in a producing capacity for an additional period equal to the abatement period granted and completed (*e.g.* seven year abatement, then in producing capacity for an additional 7 years after expiration of the tax abatement agreement) in order to receive the full term of the abatement granted and not be subject to the term reduction and recapture/payment obligation provisions. The Report shall be submitted to BC312@brazoriacountytx.gov. The Committee shall annually evaluate each abated facility and report possible violations to the contract and agreement to the Brazoria County Commissioners Court. A form of annual report that may be used by the owner is attached as Attachment B to these Guidelines & Criteria, and the owner's annual report shall, at a minimum, contain the information shown in the Attachment B form.

(g) The County shall timely file with the Texas Department of Commerce and the Property Tax Division of the State Comptroller's office all information required by the Tax Code.

ASSIGNMENT AND MODIFICATION Section 8

Abatement may be transferred and assigned by the holder to a new owner or lessee of the same facility upon the approval by resolution of Brazoria County subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed by the execution of a new contractual agreement with Brazoria County. Assignee shall submit a tax abatement application in the same manner as required in Section 3, including financial information to the County Judge's office prior to consideration of assignment. Full assignment of the abatement requires approval by the TARC in addition to approval through public hearing in Commissioners Court. No assignment or transfer shall be approved if the new parties to the existing agreement, the new owner or new lessee are liable to Brazoria County or any eligible jurisdiction for delinquent taxes or other obligations. Approval shall not be unreasonably withheld.

Abatement may be modified or amended. A modification or amendment, except those that change the commencement date, correct clerical errors, or make administrative changes (including changes to the notification section or the company name) requires approval through public hearing in Commissioners Court.

PROVISIONS REGARDING CITY-INITIATED ABATEMENTS Section 9

(a) This section is applicable to tax abatement applications for property located in a reinvestment zone

designated by a city and applications by Applicants who have previously entered into a tax abatement agreement with a city regarding that property.

(b) All provisions of these Guidelines & Criteria are applicable to city-initiated reinvestment zones and abated areas within a city's territorial limits unless otherwise stated herein or provided by law.

(c) An Applicant shall file a tax abatement application on the County's application form together with all attachments and statements described in the application instructions and in subsection (d) herein below.

(d) Upon receipt of a tax abatement application applicable to property within a city-designated reinvestment zone subject to a city's tax abatement agreement, the application shall be reviewed for approval as to (a) correct application form, (b) represented compliance with economic value estimates and employment criteria of Section 2(h) of the Guidelines & Criteria, (c) legal description requirements, (d) attachment of a correct copy of the city's ordinance designating the area as a reinvestment zone and granting abatement and (e) attachment of a correct copy of the fully executed tax abatement agreement between the city and the Applicant.

(e) After review (and subject to approval of the matters in (d) above) and meeting of the TARC, the application will be placed on the next Commissioners Court meeting for consideration. If there are any compliance problems with the application (including any problems to be resolved or amendments to the application to be made), the County Judge and Commissioners shall be advised of these compliance problems/matters to be resolved in a memo from the Civil Division-District Attorney's Office. No Application shall be placed on the Agenda if the application fails to attach both the ordinance designating reinvestment zone and the copy of the fully executed tax abatement agreement between the city and the Applicant, or which is deficient as to application form or legal description. In such case the Applicant shall be informed of the necessity of attaching those documents or making necessary corrections, and there will be no further processing of the application until the same are received.

(f) The notice provisions of Section 3(d) are not applicable to an application under this section.

(g) The percentage of property value abated and the term of abatement shall be the same as that stated in the city's tax abatement agreement unless otherwise specifically ordered in the Commissioners Court order granting abatement.

SUNSET PROVISION Section 10

(a) These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years, at which time all reinvestment zones and tax abatement contracts created pursuant to its provisions will be reviewed by Brazoria County to determine whether the goals have been achieved. Based on that review, the Guidelines and Criteria will be modified, renewed or eliminated, provided that such actions shall not affect existing contracts or applications for tax abatement filed prior to the expiration of said Guidelines and Criteria. Applications for abatement filed prior to the expiration of the Guidelines and Criteria shall be governed by the provisions of these Guidelines and Criteria regardless of any subsequent modification or amendment.

(b) This policy is mutually exclusive of existing Industrial District Contracts and owners of real property in areas deserving of special attention as agreed by the eligible jurisdictions.

(c) These guidelines and policies for Tax Abatement shall be effective July 28, 2026, and shall remain in force until July 28, 2028, unless amended or superseded, modified, renewed, or eliminated by

Commissioners Court prior to that date.

ATTACHMENT A

(TO THE BRAZORIA COUNTY GUIDELINES & CRITERIA FOR GRANTING TAX ABATEMENT)
(***This form is located at www.brazoriacountytx.gov)***

ANNUAL REPORT FORM

ANNUAL REPORT

PURSUANT TO SECTION 5(a)(7) AND 7(e) OF
THE BRAZORIA COUNTY GUIDELINES &
CRITERIA ON TAX ABATEMENT

RE: TAX ABATEMENT AGREEMENT

_____ (Company/Owner Name)

REINVESTMENT ZONE (RZ) NO. _____(Number of RZ, if applicable)

1. Commencement and/or completion date of the contemplated improvements described in the tax abatement agreement

   Date of commencement of construction: _____

   Date of completion all contemplated improvements: _____

2. Number of permanent employees, contract employees and temporary contract employees currently employed by you at the tax abated facility location or construction site as of the date of this Report. (See definitions below).

   Permanent Employees: _____

   *Permanent Contract Employees _____
   (* List contract employees employed on a full-time, 40 hours per week equivalency basis and who are expected to be employed on a full-time basis for the duration of the abatement period. Do not include temporary contract employees.)

   **Temporary Contract Employees _____
   (**List temporary contract employees who are employed for a temporary period ending prior to expiration of the tax abatement term)

3. Status of construction of the contemplated improvements, percentage of construction completed and Owner's estimate of taxable value of constructed improvements on the date of the Report.

   Percentage of construction completed: _____

   Estimated value of Improvements: _____
   As of_____

4. Status of production of the completed facility and the productive service capacity of the improvements. (*only applicable to a completed facility that has previously commenced production*)

Is the abated facility currently producing the product or similar product described in the tax abatement agreement?	**Check One** ( ) Yes or ( ) No
If the answer to the above question is "No", please state the date or time period when production ceased and attach a narrative explanation of the reason for cessation of production as Attachment B.	_____
If production at this abated facility is shut down, please state the expected date or time period, if any, at which/during which you expect the facility to resume production operations. If you do not expect to resume production at this abated facility, please state "plant closed" in the blank space.	_____
State your estimate of the expected productive life of the abated facility and its improvements as measured from the beginning date of production until the expected permanent cessation of production (*or in other words*, the total number of years, if any, that you expect the abated facility improvements to be in service as part of the operations of a producing facility, including in your total any previous years of production prior to the date of this report.)	_____

5. Include a list of Brazoria County vendors and services and evidence of compliance with the Economic and Community Development Plan. (attach the same as Attachment A to this Report)

Is the list of Brazoria County vendors and services attached?	**Check One** ( ) Yes or ( ) No
Is evidence showing compliance with the Economic And Community Development Plan attached?	( ) Yes or ( ) No

6. Provide name, title, address, and email address of company contact for notice purposes.

Name: _____
Title: _____
Address:_____
Email: _____

To the best of my knowledge, the above information and estimates are true and correct.

Owner: _____

By: _____

Printed Name:_____

Title/Position_____

Date: _____

ATTACHMENT
B

(TO THE BRAZORIA COUNTY GUIDELINES & CRITERIA FOR GRANTING TAX ABATEMENT)
(***This form is located at www.brazoriacountytx.gov)***

REPORT FORM
After the initial term of the
Tax Abatement Agreement

PRODUCTIVE LIFE REPORT

TAX ABATEMENT TERM COMPLETED

PURSUANT TO SECTION 5(a)(8) AND 7(f) OF
THE BRAZORIA COUNTY GUIDELINES &
CRITERIA ON TAX ABATEMENT

RE: TAX ABATEMENT AGREEMENT

_____ (Company/Owner Name)

REINVESTMENT ZONE (RZ) NO. _____(Number of RZ, if applicable)

Effective Date of Tax Abatement:_____

1. Status of production of the completed facility and the productive service capacity of the improvements.

Is the abated facility currently producing the product or similar product described in the tax abatement agreement?	**Check One** ( ) Yes or ( ) No
If the answer to the above question is "No", please state the date or time period when production ceased and attach a narrative explanation of the reason for cessation of production as Attachment A.	_____
If production at this abated facility is shut down, please state the expected date or time period, if any, at which/during which you expect the facility to resume production operations. If you do not expect to resume production at this abated facility, please state "plant closed" in the blank space.	_____
State your estimate of the expected productive life of the abated facility and its improvements as measured from the beginning date of production until the expected permanent cessation of production (*or in other words*, the total number of years, if any, that you expect the abated facility improvements to be in service as part of the operations of a producing facility, including in your total any previous years of production prior to the date of this report.)	_____

2. Provide name, title, address, and email address of company contact for notice purposes.

Name: _____
Title: _____
Address:_____
Email: _____

To the best of my knowledge, the above information and estimates are true and correct.

Owner: _____

By: _____

Printed Name:_____

Title/Position_____

Date: _____

EXHIBIT A
TAX ABATEMENT GRADUATED SCALE

Tier 1 **$1,000,000 - $100,000,000**		**Tier 2** **$100,000,001 - $300,000,000**		**Tier 3** **$300,000,001 - $500,000,000**	
Year	Abatement Amount	Year	Abatement Amount	Year	Abatement Amount
1	100%	1	100%	1	100%
2	100%	2	100%	2	100%
3	80%	3	90%	3	90%
4	80%	4	90%	4	90%
5	70%	5	80%	5	90%
6	70%	6	80%	6	80%
7	70%	7	70%	7	80%
				8	70%

Tier 4 **$500,000,001 - $1,000,000,000**		**Tier 5** **$1,000,000,001+**		**NOTES:**
Year	Abatement Amount	Year	Abatement Amount	Commissioners Court shall determine the percent of value and the term of the abatement based upon the overall value of the project, the number and types of new jobs being created, the extent to which local labor or local subcontractors will be used in the construction phase, the types and values of public improvements to be made, and the extent to which local vendors and suppliers will be used during the productive life of the project. Commissioners Court may vary the length and abatement percentage on a case by case basis upon consideration of the factors above and any other relevant factors. [*Guidelines and Criteria for Granting Tax Abatement in a Reinvestment Zone Created in Brazoria County, Page 5, Paragraph (g)*]
1	100%	1	100%	
2	100%	2	100%	
3	100%	3	100%	
4	90%	4	100%	
5	90%	5	100%	
6	80%	6	80%	
7	80%	7	80%	
8	70%	8	80%	
		9	80%	
		10	80%	

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.5. **7/28/2026**

Adoption of Revised Tax Abatement Application

The Court Approves adopting the attached Revised Application for Tax Abatement in Brazoria County.

The approved application is hereby effective on this date.

APPLICATION FOR TAX ABATEMENT IN BRAZORIA COUNTY

INSTRUCTIONS FOR COMPLETION OF APPLICATION:

1. Attach additional pages if there is not enough space allotted to answer questions on the application.

2. Applicants and projects must meet the requirements established by the Brazoria County Guidelines and Criteria (attached) in order to receive positive consideration. **PLEASE READ THE CRITERIA PRIOR TO COMPLETING THE APPLICATION.**

3. Applicants must submit an application processing fee in the amount of ONE THOUSAND & NO/100 DOLLARS ($1,000.00). If Applicant is requesting the creation of a Reinvestment Zone, an additional fee, in the amount of TWO HUNDRED & NO/100 DOLLARS ($200.00), is required.

4. Applicants must submit an adequately definitive legal description that sufficiently describes the tract(s) of land comprising the proposed tax abatement area (reinvestment zone) upon which the new facility, expansion or modernization project will be located. Applications with insufficient or indefinite legal descriptions will be returned to the applicant for amendment and such applications will not be considered for hearing until corrected.

5. Applicant must submit the attached "Certification of Appraised Value of Properties" form, which is a part of this application. This certification should cover the proposed tax abatement area and it is the responsibility of the applicant to obtain this information from the Brazoria Central Appraisal District.

PART I
APPLICANT'S INFORMATION

The taxing unit may consider applicant's financial capacity in determining whether to enter into an abatement agreement. Established companies for which public information is available, or the wholly owned businesses of such companies, should include with the new application a copy of their latest annual report to the stockholders. Other applicants and new companies should attach a statement showing (1) when the company was established; (2) business references [name, contact and telephone number of principal bank, accountant and attorney]; and (3) may be required to submit an audited financial statement and business plan. **Attach as Exhibit "A"**.

PARTS II, III & IV
PROJECT INFORMATION

Only facilities listed in Section 2(a) of the Guidelines may receive abatement without applying for a variance. Check guidelines definitions in Section 1 to see if project qualifies.

If the project is a Regional Entertainment Facility, Regional Service Facility, Regional Distribution Center Facility, or other basic industry, include the following items: (1) market studies; (2) business plans; and (3) agreements or other materials demonstrating that the facility is intended to serve a market of which the majority is substantially outside the Brazoria County region. See Part III of the Application – Required Exhibits.

PART V
ECONOMIC IMPACT INFORMATION

Economic and Community Development Plan

The Economic and Community Development Plan should include: planned use of Brazoria County vendors and service providers, types of local vendors that may be used, planned partnerships or programs with local colleges, charitable organizations and associations, and any other relevant information related to the economic or community development within Brazoria County that should be attributed to the project. When feasible, the owner of the project should include the estimated associated costs or an analysis of the economic or community impact. (See Section 2 (h) (6) – (7) of the Guidelines and Criteria for Granting Tax Abatement.). **Attach as Exhibit "H".**

Permanent Employment Estimates

In estimating the permanent employment, include the total number of jobs retained or created at this site by your firm as well as known permanent jobs of service contractors required for operation.

Estimated Appraised Value on Site

The value on January 1 preceding abatement should be the value established by the Brazoria Central Appraisal District. If the applicant must estimate value because the taxable value is not known or is combined with other properties under a single tax account, please so state. To qualify, the abated properties must be expected to result in an addition to the tax base of at least one million dollars after the period of abatement expires. Projections of value should be a "best estimate" based on taxability in Texas. The projection of project values not abated should include personal property and ineligible project related improvements such as an office in excess of that used for plant administration, housing, etc. **Attach as Exhibit "B".**

PART VI

Self-explanatory.

APPLICATION FOR TAX ABATEMENT IN BRAZORIA COUNTY, TEXAS

FILING INSTRUCTIONS:

This application should be filed at least NINETY (90) DAYS prior to the beginning of construction or the installation of equipment. This filing acknowledges familiarity and assumed conformance with **"GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT IN A REINVESTMENT ZONE IN BRAZORIA COUNTY"** (Copy attached). This application will become part of any later agreement or contract and knowingly false representations thereon will be grounds for the voiding of any later agreement or contract.

ONE ORIGINAL COPY OF THIS APPLICATION, ATTACHMENTS, AND ALL FEES SHOULD BE SUBMITTED TO:

BRAZORIA COUNTY JUDGE
BRAZORIA COUNTY COURTHOUSE
237 E. LOCUST STREET, SUITE 401
ANGLETON, TEXAS 77515

WITH ELECTRONIC COPY TO:
BC312@brazoriacountytx.gov

PART I - APPLICANT INFORMATION

Company Name: _____ Submittal Date: _____
Address/City: _____
Phone: _____
Name/Address/Phone of Company Contact on this Project: _____
_____
_____
E-mail address of Company Contact: _____
Type of Structure: Corporation ( ) Partnership ( ) Proprietorship ( )
Total number employed: _____ Corporate Annual Sales Per Year: _____
Annual Report Submitted: Yes ( ) No ( ) (see instructions)

PART II – PROJECT INFORMATION

Check type of facility to be abated:

Manufacturing	( )	Regional Distribution	( )
Regional Service	( )	Regional Entertainment Center	( )
Research	( )	Other Basic Industry	( )

Proposed Facility Address and Legal Description: **Attach Exhibit "C".**

Attach a map showing site. **Attach Exhibit "D".**

Abatement Term Requested: _____ Percentage Requested: _____

Proposed facility located in the following taxing jurisdictions:

School District: _____
College District: _____
Drainage District: _____
Hospital District: _____
City: _____
Other Taxing Jurisdictions: _____
_____

Describe Product or
service to be provided: _____

This application is for a: New Plant ( ) Expansion ( ) Modernization ( )

PART III – OTHER POSSIBLE LOCATIONS FOR PROJECT

If Company is considering another county in Texas to build/construct this project, identify all possible counties:

_____

If Company is considering another state to build/construct this project, identify the city, county and state:

_____

If any documentation has been provided to other potential Counties or States, provide copies attached as **Exhibit "J"**.

PART IV – PROJECT DESCRIPTION

Please attach a statement (1) fully explaining the project; (2) describing the site and existing improvements; (3) describing all proposed improvements; and (4) providing a list of improvements and fixed equipment for which abatement is requested. **Attach Exhibit "E".**

If applicable, please describe any additional property located outside of the proposed reinvestment zone that would add to the overall value of the project.

PART V – ECONOMIC IMPACT INFORMATION

A. Estimated cost of improvements: $_____

B. Permanent employment estimates:
If existing facility, the current plant employment: _____
Estimated number of plant jobs retained: ( ) Jobs created: ( )
Number of employees anticipated at start-up: ( ) within one year ( )

C. Construction employment estimates:
Construction to start: Month: _____ Year: _____
Construction to be completed: Month: _____ Year: _____
Number of construction jobs anticipated:
At start: _____ Peak: _____ Finish: _____

D. School District impact estimates:
Number of families transferred to area: _____
Number or children added to ISDs: _____

E. City Impact estimates:
Volume of treated water required from city: _____
Volume of effluent water to be treated by city: _____

F. Estimated appraised value on site:	**LAND**	**PERSONAL PROPERTY**	**IMPROVEMENTS**
Valuation of existing property as of January 1, preceding this abatement application:	$_____	$_____	$_____
Estimated value of Personal Property improvements, **not subject to abatement, excluding exempt Pollution Control Equipment**, upon completion of the project subject to this application:		$ _____	$_____
Estimated value of abated improvements at the completion of construction:			$_____
Estimated value of Tangible Personal Property, **subject to abatement**:		$ _____	
Estimated value of abated improvements after abatement agreement expires:			$ _____
Estimated value of abated Tangible Personal Property, after abatement agreement expires:		$ _____	
Estimated value, upon completion of project, of exempt pollution control equipment:			$ _____

G. Minimum Production Life of Equipment: _____

H. Variance: Is a variance being sought under any provision of the "Guidelines"?
Yes ( ) No ( ) If "Yes", attach any supplementary information required. **Attach Exhibit "G".**

Please provide a statement by Addendum relative to planned water and sewer treatment methods and disposal of effluent if the facility is to be located outside city systems. If effluent is not treated by municipal facilities, by Addendum, include an explanation of the manner of treatment and by whom. Attach Exhibit "F".

Has permitting been started Yes ( )No ( )

Tangible Personal Property Abatement Request: Attach a detailed list describing all tangible personal property sought to be abated. Said list must include projected life, cost, and value after abatement agreement expires. **Attach Exhibit "I"**.

PART VI – DECLARATION

To the best of my knowledge, the above information is an accurate description of project details.

Company Official Signature	**Printed Name & Title of Company Official**

REQUIRED ATTACHMENTS

EXHIBIT "A" – **Latest Annual Report or Information on Establishment of the Company, Business References, audited financial statement and business plan (Include Corporate Structure if relying on another related company's financial information)**

EXHIBIT "B" – **Certification of Appraised Value of Properties as of January 1, 20__**

EXHIBIT "C" – **Proposed Facility Address and Legal Description**

EXHIBIT "D" – **Map Showing Site**

EXHIBIT "E" – **Project Description including Time Schedule for Undertaking and Completing Project**

EXHIBIT "F" – **Planned Water and Sewer Treatment Methods and Disposal of Effluent**

EXHIBIT "G" – **Letter/Statement regarding Variance Requests**

EXHIBIT "H" – **Economic and Community Development Plan**

EXHIBIT "I" – **Detailed Itemized List of Tangible Personal Property requesting to be abated**

EXHIBIT "J" – **Application for Abatement with Other Taxing Jurisdictions**

EXHIBIT "K" - **Deed, Lease, Option, etc. that Indicates Company's Interest in Real Property Subject to the Abatement**

EXHIBIT "L" - **Economic Impact Analysis**

EXHIBIT "M" - **Texas Secretary of State Corporate Filing**

EXHIBIT "N" - **Statement explaining the necessity of the project to prevent loss of employment (expansions or modernizations)**

EXHIBIT "B"

CERTIFICATION OF APPRAISED VALUE OF PROPERTIES AS OF JANUARY 1, 20_____

TO: **BRAZORIA COUNTY**

FROM: **BRAZORIA CENTRAL APPRAISAL DISTRICT**

DATE: _____

The Brazoria Central Appraisal District hereby certifies that the following appraised values as of January 1, 20___, for property of _____ described in **Exhibit B-1** attached hereto are listed in the records of Brazoria Central Appraisal District and indicated by the following account numbers:

PERSONAL PROPERTY **APPRAISED VALUE**

Account No. _____ $ _____

Account No. _____ $ _____

LAND

Account No. _____ $ _____

Account No. _____ $ _____

Account No. _____ $ _____

IMPROVEMENTS

Account No. _____ $ _____

Account No. _____ $ _____

Account No. _____ $ _____

Certified this _____ day of _____, 20____.

CHIEF APPRAISER
BRAZORIA CENTRAL APPRAISAL DISTRICT

BY: _____

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.6. **7/28/2026**

Treasurer’s Monthly Cash and Investment Report for May 2026

Approve the Treasurer’s Monthly Cash and Investment Report for May 2026. 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 2026**. 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 2026**: 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 28, 2026**

BEFORE ME, the undersigned authority, a Notary Public in and for Brazoria County, Texas, on this day personally appeared the Members of Brazoria County Commissioners' Court and who after being duly sworn upon their oaths do hereby state as follows:

The requirements of Subsection (c) of the Texas Local Government Code §114.026 have been met and we have reviewed and examined the Monthly Report of: ANGELA DEES, Treasurer of Brazoria County, Texas for **May 2026.**

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 custody of the County Treasurer at the time of the examination to be **$207,198,967.69.**

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 **28 th DAY OF JULY 2026**.

_____
Notary Public in and for Brazoria County, Texas
My Commission Expires: _____

Brazoria County Bank Account Activity and Interest Report for May 2026

Account	Beginning Bank Balance 5/1/2026	Deposits and Other Credits Received	Checks and Other Debits Disbursed	Ending Bank Balance 5/31/2026	Monthly Interest Earned	Interest Rate
FIRST NATIONAL BANK OF LAKE JACKSON						
Payroll	2,099,806.82	12,625,804.96	12,591,617.35	2,133,994.43	7,214.78	2.93
Operating	8,913,069.14	20,961,738.68	23,692,486.65	6,182,321.17	21,035.24	2.93
Comptroller Direct Deposit	530,593.73	2,544,077.77	1,990,279.98	1,084,391.52	1,983.73	2.93
Employee Benefit Trust Fund *	154,041.18	2,949,191.40	3,040,095.74	63,136.84	968.71	2.93
Credit Card Account	684,423.55	682,177.42	200,164.57	1,166,436.40	2,497.86	2.93
E-Filing / E-Recording	315,134.05	361,641.40	158,774.20	518,001.25	1,066.29	2.93
Parks Credit Card	48,746.32	48,545.30	20,904.11	76,387.51	161.84	2.93
Electronic Collections Clearing	162,703.60	150,154.71	36,590.67	276,267.64	598.90	2.93
Brazoria County Receivables	-	0.00	0.00	0.00	1.96	2.93
Tax Assessor/Collector Veh Inventory Prop Tax	671,721.62	234,883.68	1,366.96	905,238.34	2,166.80	2.93
Tax Assessor/Collector Boat Sales Tax *	42,498.57	79,947.80	47,557.84	74,888.53	94.69	2.93
Tax Assessor/Collector Motor Vehicle Acct	3,730,104.13	7,939,928.04	7,852,203.38	3,817,828.79	10,041.62	2.93
Tax Assessor/Collector Boat Collections	7,784.25	97,997.64	95,512.12	10,269.77	47.28	2.93
Tax Assessor/Collector Sales Tax Account *	1,809,070.41	5,215,395.01	6,247,952.02	776,513.40	2,941.49	2.93
Tax Assessor/Collector Tax Account	8,741,937.42	32,464,877.49	35,593,483.38	5,613,331.53	19,951.90	2.93
County Clerk Registry Fund	2,804,257.25	1,642,098.89	253,979.09	4,192,377.05	7,415.05	2.93
District Clerk Trust Fund	3,234,286.98	112,304.81	117,869.70	3,228,722.09	7,965.26	2.93
Sheriff Barber Shop Ed Training Program *	92,108.59	975.94	1,733.49	91,351.04	228.84	2.93
Sheriff's Dept Narcotic Unit-Operations	1,624.82	4,000.00	1,005.00	4,619.82	8.45	2.93
Comm. Super & Corrections Dept. Restitution Acct	160,874.74	19,212.58	27,191.58	152,895.74	392.81	2.93
District Atty Check Collection Account	29,709.07	1,058.00	1,841.61	28,925.46	72.99	2.93
Investment Acct	0.00	0.00	0.00	0.00	0.00	2.93
County Clerk Juvenile Restitution	1,833.34	2,220.00	1,709.10	2,344.24	6.79	2.93
District Clerk Restitution Fund	4,465.88	104.16	104.16	4,465.88	11.17	2.93
District Atty Task Force Operations	20,200.00	0.00	0.00	20,200.00	50.27	2.93
First National Bank of Lake Jackson Totals	**33,734,102.09**	**88,138,335.68**	**91,974,422.70**	**29,898,015.07**	**86,924.72**	

Total Balance of Non-Int Earning Accts: **9,607,019.03**

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 **39,505,034.10**

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 **2026.**

"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	12566PAB1	CIM 2021-INV1 A2			Aaa	$2,500,000.00	$2,500,000.00	$1,761,772.57	$1,799,374.20	$1,441,580.98
	633367202110131	7/1/2051		2.500	NA	100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136BGQB0	FNR 2021-52 JC				$2,500,000.00	$2,500,000.00	$1,658,962.55	$1,659,856.58	$1,394,131.08
	624444202108201	7/25/2051		1.250		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137H26Q2	FHR 5144 PB				$2,500,000.00	$2,500,000.00	$1,644,780.63	$1,644,780.63	$1,396,068.91
	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	$1,358,351.28	$1,357,297.10	$1,162,248.14
	637211202110281	11/25/2051		1.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
48 CMOs - Fixed Rate							$124,182,004.00	$38,707,749.36	$39,027,436.07	$32,213,805.64
Total Pledged	123 To: BRC	BRAZORIA COUNTY					$319,652,301.00	$58,141,250.05	$58,549,003.72	$49,843,006.71

$0.00	Munis with Maturity Under 2 Years	$3,061,643.07	Other securities with Stated Maturity Under 2 Years
$0.00	Munis with Maturity Over 2 Years	$55,079,606.98	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 2026

ACTIVITY	COUNT	AMOUNT
Cash Receipts issued	55	$ 481,052.14
Treasurer BCSO Transport Cash/Checks Deposits Processed	17	$ 17,282.58
Treasurer Remote Deposits Processed	45	$ 593,534.53
HealthCare Invoices processed	17	$ 2,928,394.07
Retiree Premium Processed	418	$ 55,076.83
Under 65 Retiree Prepaid 401H Reimbursements processed	106	$ 31,270.00
Over 65 Retiree Prepaid 401H reimbursements processed	279	$ 78,751.00
Wire Transfers executed	88	$ 28,053,845.09
Toll Road Wires Executed	5	$ 850,868.09
EFT files processed	18	$ 10,905,215.61
Account Payables checks printed and distributed (102101)	1117	$ 6,030,507.61
Jury Payments Processed	1322	$ 46,226.00
BCCSCD checks printed and distributed	105	$ 27,470.55
HUD checks printed and distributed	100	$ 124,776.34
Payroll checks printed and distributed (102821)	172	$ 93,633.51
Payroll advices printed and distributed (est):	700	$ -
Stop payments issued	30	$ 58,837.15
Bank Reconciliations	19	
ACH/Wire/Check Reconcilitations	19	
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

998 Included

Brazoria County General Ledger Fund Balance Activity
May 1, 2026 - May 31, 2026

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	-$24,104,313.57	$75,703,556.18	-$76,720,588.83	-$25,121,346.22	$131,925,375.29	$15,318,242.63	-$25,103,947.17	$122,139,670.75
10100 - General Fund - Construction								
10200 - Juv Prob Fees	$8,231.53	$50.30	$0.00	$8,281.83				
10300 - Unclaimed Juvenile Restitution	$12,466.23	$0.00	$0.00	$12,466.23				
10340 - Constable 4 Marine Team	$1,026.70	$5.89	$0.00	$1,032.59				
10350 - Sheriff Special Response Team	$16,247.73	$70.18	-$4,009.44	$12,308.47				
10351 - Sheriff Drone Team	-$749.59	$0.00	$0.00	-$749.59				
10352 - Sheriff Marine Team								
10353 - Sheriff Dive Team								
10400 - Env Health-Retail Food Permits	-$7,732.11	$28,663.43	-$35,789.41	-$14,858.09				
10500 - District Clerk Contingency	$585,287.74	$3,355.72	-$0.34	$588,643.12	$318,240.14	$979.57	$0.00	$319,219.71
10600 - Fire Training Field	$13,804.59	$78.74	-$73.15	$13,810.18				
10700 - Parks Special Events	$30,198.22	$2,666.26	-$506.00	$32,358.48				
10710 - Parks SFA Special Projects	$11,457.85	$125.58	-$1.25	$11,582.18				
10850 - CPS-Donations	$52,950.84	$2,024.57	-$858.00	$54,117.41				
20000 - Road and Bridge Non-Construct	$20,095,818.41	$1,890,268.59	-$5,531,971.86	$16,454,115.14	$37,164,511.51	$116,358.49	$0.00	$37,280,870.00
20500 - Road and Bridge Construction	$19,368.33	$2,489,298.27	-$2,485,577.96	$23,088.64				
30000 - USDA-WIC								
30100 - HHSC Women Infants & Children	-$350,090.35	$337,468.23	-$361,634.42	-$374,256.54				
30200 - USDA-WIC Peer Counseling								
30300 - USDA-WIC Registered Diet								
30400 - USDA-WIC Lactation Reimb.								
30502 - HHS-PPCPS-CRI	-$5,413.52	$10,409.46	-$10,055.77	-$5,059.83				
30600 - HHS-RLSS-LPHS	-$8,082.87	$11,878.08	-$8,689.04	-$4,893.83				
30701 - HHS-CPS/HCID-PHEP								
30702 - HHS-CPS/UNIQUE								
30705 - HHS-PPCPS-HAZARDS	-$50,478.54	$97,938.29	-$67,180.89	-$19,721.14				
30706 - 2017 Hur Public Hlth Crisis R								
30707 - COVID-19 Health Grant								
30708 - COVID19-2 Health Grant								
30709 - COVID-19 Vaccination Capacity								
30710 - HHS-INFECTIOUS_DIS_CONTRL_UNIT	-$9,549.21	$19,319.77	-$19,590.72	-$9,820.16				
30711 - COVID Health Disparities								
30712 - COVID-PH Workforce Capacity								
30713 - PHIG-Public Hlth Infrastructur	-$14,350.08	$25,853.29	-$25,084.78	-$13,581.57				
30714 - HHS-Medical Reserve Corps								
30800 - HHS-CPS-Title IV-E-FCM	-$37,470.88	$20,474.04	-$15,975.98	-$32,972.82				
30850 - HHS-CPS-Title IV-E Legal Svcs	-$516,472.25	$91,087.45	-$118,668.16	-$544,052.96				
31100 - DHS-Repetitive Flood Claims								
31300 - DHS-Buffer Zone Protection	$319.21	$0.00	$0.00	$319.21				
31500 - DHS-St Homeland Sec-UASI	-$1,158.00	$0.00	-$210.00	-$1,368.00				
31501 - DHS-St-UASI-M&A	-$820.50	$0.00	$0.00	-$820.50				
31504 - DHS-Ballistic Vests								
31505 - DHS-Dispatch Console Upgrade								
31506 - DHS-BC Mobile Command Trailer								
31508 - DHS-BC Mobile Command Vehicle								
31550 - DHS-Breach Attack Simulation								
31600 - DHS-St Homeland Security	$500.00	$0.00	$0.00	$500.00				
31611 - DHS-Victoria OPSG	-$287.36	$574.70	-$287.35	-$0.01				
32013 - Section8-Adm								
32019 - HUD-2019-Section 8 Housing-ADM								
32022 - HUD-AllYrsSection8 Housing-ADM	$1,395,026.15	$213,523.07	-$211,753.47	$1,396,795.75				
32030 - HUD-AllYrs-Section 8-SVs-ADM	-$129.75	$0.00	$0.00	-$129.75				
32040 - HUD-AllYrs-Section8-FYI-ADM	$5,276.11	$30.26	$0.00	$5,306.37				
32052 - HUD-AllYrs-Section 8-EHV-ADM	$182,073.96	$8,407.59	-$5,292.74	$185,188.81				
32119 - HUD-2019-Section 8 Housing-HAP								
32120 - HUD-2020-Section 8 Housing-HAP								
32121 - HUD-2021-Section 8 Housing-HAP								
32122 - HUD-2022-Section 8 Housing-HAP								
32123 - HUD-AllYrs-Section8Housing-HAP	$123,105.08	$847,533.50	-$870,636.86	$100,001.72				
32130 - HUD-AllYrs-Section 8-SVs-HAP								
32140 - HUD-AllYrs-Section8-FYI-HAP	-$18,434.05	$0.00	-$2,990.00	-$21,424.05				
32153 - HUD-AllYrs-Section 8-EHV-HAP	$6,533.04	$52,461.00	-$51,224.00	$7,770.04				
32211 - HUD-CDBG-2011								
32212 - HUD-CDBG-PY2012								
32213 - CDBG	-$144,131.94	$40,128.98	-$91,106.35	-$195,109.31				
32214 - HOME	$61,015.30	$20,369.96	-$23,721.04	$57,664.22				
32215 - ESG								
32216 - HOME								
32600 - HUD-Texas CDBG	-$516,909.84	$226.69	-$4,608.57	-$521,291.72				
32610 - HUD-2016 Flood GLO	-$119,988.57	$35,455.80	-$17,727.90	-$102,260.67				
32620 - HUD-Harvey GLO	-$429,289.87	$534,696.79	-$530,079.07	-$424,672.15				

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
33200 - USDOJ-Crime Vict Assist-VOCA	$0.01	$0.00	$0.00	$0.01				
33201 - USDOJ-Crime Vict Assist Prog								
33202 - USDOJ-Crime Victim Assist Prog	-$63,501.00	$66,757.11	-$69,391.96	-$66,135.85				
33250 - USDOJ-CSCD-Victim Svcs Prg								
33251 - USDOJ-CSCD-VSP	-$2,321.00	$2,321.00	-$2,321.00	-$2,321.00				
33300 - USDOJ-Drug Court Program	-$28,704.55	$13,655.30	-$20,550.55	-$35,599.80				
33301 - OOG - Mental Health Court	-$25,806.54	$20,594.74	-$19,635.94	-$24,847.74				
33303 - OOG-Body Worn Cameras								
33305 - OOG-Radio Communications Tower								
33310 - USDOJ-DWI Court Program	-$23,340.63	$32,913.56	-$29,086.53	-$19,513.60				
33320 - USDOJ-Veterans Court Program	-$6,658.32	$11,484.30	-$9,482.37	-$4,656.39				
33330 - USDOJ-Domestic Violence Court	-$24,999.13	$23,575.48	-$24,379.58	-$25,803.23				
33415 - OJP-Edward Byrne Mem JAG Grant	$17,773.00	$0.00	-$17,773.00	$0.00				
33500 - USDOJ-DEA-Narcotics OT Exp	-$6,440.98	$12,881.96	-$12,011.21	-$5,570.23				
33510 - USDOJ-Organized Crime Drug Enf								
33517 - Auto Theft Task Force	-$96,631.31	$96,389.45	-$49,110.39	-$49,352.25				
33518 - Texas Anti-Gang Program								
33530 - JLEO - Join Law Enforcement Op								
33900 - USDOJ-SCAAP	$203,629.52	$1,167.73	$0.00	$204,797.25				
34105 - TPW-HRCP-COL BOTTOMLAND PROJ								
34106 - TPW-Resoft Park Trail Dvlpmt								
34108 - TPW-FM 2918 Boat Ramp Reno	-$0.01	$0.00	$0.00	-$0.01				
34200 - DOI-Parks Boating Access								
34250 - DOI-Swan Lake Boat Ramp								
34270 - DOI-Buffalo Camp Park Renov	-$1,700.00	$1,121.39	-$2,801.98	-$3,380.59				
34350 - USDOT - Parks HQ Trail System	-$39,827.05	$4,571.26	-$176.46	-$35,432.25				
34400 - USDOT-CR 257 Repairs								
34501 - 2025 HAVA Election Security	-$226,215.00	$226,215.00	$0.00	$0.00				
34600 - FEMA- Flood Disaster 2015								
34610 - FEMA - Flood Disaster 2016								
34615 - FEMA-Harvey 2017	$983,179.36	$0.00	-$11,554.40	$971,624.96				
34616 - FEMA-Hazard Mitigation Grant P	$471,781.95	$0.00	$0.00	$471,781.95				
34619 - Fema - Flood Disaster 2019								
34620 - CARES-Coronavirus Relief Fund								
34621 - FEMA-Laura 2020								
34623 - FEMA-DR4485TX COVID19 Pandemic								
34624 - FEMA Winter Storm-inc pd 2.11	-$228,834.05	$0.00	$0.00	-$228,834.05				
34625 - FEMA-Nicholas 2021								
34626 - FEMA-Beryl 2024	-$541,443.06	$90,181.72	-$43,771.95	-$495,033.29				
34627 - January 2025 Winter Storm								
34715 - FCC-E-Rate Library Program	-$17,157.38	$0.00	-$16,745.32	-$33,902.70				
34717 - FCC-Library ECF Funding								
34820 - USDC-SLP Dune Walkover								
34850 - USTREAS-Restore Act Projects	-$291,744.53	$0.00	$0.00	-$291,744.53				
34851 - Emergency Rental Assistance								
34852 - Emergency Rental Assistance 2								
34855 - American Rescue Plan-2021CLFRF	$10,019,648.66	$0.00	-$411,277.27	$9,608,371.39	$4,284,078.74	$13,579.88	$0.00	$4,297,658.62
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)	-$5,788,393.24	$0.00	-$3,790.39	-$5,792,183.63				
34882 - TXDOT-CR59 (CSJ 305)	-$2,402,169.82	$0.00	$0.00	-$2,402,169.82				
34883 - TXDOT-CR101 Widening (CSJ303)	-$777,188.46	$0.00	$0.00	-$777,188.46				
34891 - 2025 NRCS Waterway Debris Remo	$173,096.86	$211,811.32	-$13,231.05	$371,677.13				
34901 - USDOT-22CVANGLE-RescuePlan								
34902 - USDOT-21CRANGLE-Covid19Relief								
34912 - USDOT-1212ANGLE-Wildlife								
34913 - TXDOT 1312ANGLE-APRON								
34922 - TXDOT - 2212ANGLE								
34923 - TXDOT - 2612ANGLE	-$1,600,000.00	$0.00	$0.00	-$1,600,000.00				
34925 - TXDOT ? CARES 20CRANGLE								
34960 - TDEM-Airport Generator								
35000 - TJJD-State Aid	$510,347.41	$419,811.43	-$381,751.85	$548,406.99				
35010 - TJJD-Salary Adjustment Grant	$203,324.76	$63,299.66	-$127,118.75	$139,505.67				
35015 - Supplemental & Emergent Funds								
35020 - TJJD-PREA Audit Support								
35650 - TJPC-JJAEP-Boot Camp-8/31	-$381,208.79	$48,277.07	-$118,812.07	-$451,743.79				
35800 - TJPC-JJAEP-Boot Camp-7/31								
35900 - TJJD-Mental Health Services								
35950 - TJJD-RDA-RegDiversionAlt-"R"								
36120 - SOS-Voting machines reimb								
36135 - NRA Foundation	$3,000.00	$0.00	$0.00	$3,000.00				
36150 - H-GAC-Tire Collection Grant								
36410 - Texas Veterans Treatment Crt								
36602 - GLO-CEPRA-SLP	$15,036.50	$0.00	$0.00	$15,036.50				
36603 - GLO-Follett Dune Restoration	-$41,878.90	$195.20	-$40,395.73	-$82,079.43				
36605 - GLO-Beach User Fees	-$343,626.76	$36,478.50	-$72,959.65	-$380,107.91				
36606 - GLO_CMP_SJP	-$9,075.00	$0.00	-$175.00	-$9,250.00				
36801 - TXDOT-CR 48 PROJECT								
36802 - TXDOT-CTIF(Cty Trans Infr Fnd)								
37000 - OAG-VAG Grant	-$11,512.56	$23,325.91	-$20,612.19	-$8,798.84				
37100 - OAG-TEXAS VINE CONTR	-$21,431.03	$21,431.03	-$7,659.84	-$7,659.84				
37200 - DFPS-CPS-Title IV-B-Concr Svc								
37300 - TDHCA-Amy Young Barrier Remova								

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
37400 - TDH-Immunization	-$41,050.72	$47,838.10	-$47,931.41	-$41,144.03				
37710 - OAG-Opioid Settlement	$326,104.66	$0.00	$0.00	$326,104.66				
37800 - OAG-Regional Juv Mental Hlth S								
37913 - TXDOT-M312ANGLE-FY13RAMP								
37914 - TXDOT-M212ANGLE-FY14RAMP								
37916 - TXDOT-M1612ANGL-FY16RAMP								
37917 - TXDOT-FY17RAMP								
37924 - TXDOT-FY24RAMP								
37925 - TXDOT-FY25RAMP								
37926 - TXDOT-FY26RAMP	-$6,795.00	$13,590.00	-$6,795.00	$0.00				
38000 - Fire Code Inspection & Permit	-$426,958.86	$90,251.23	-$145,853.20	-$482,560.83				
38010 - Economic Development Tax Abate	$27,134.28	$3,269.14	$0.00	$30,403.42				
38020 - BC Industrial Development Corp	$105,183.33	$247.26	$0.00	$105,430.59				
38100 - Vital Statistics Fee	$163,917.60	$2,222.83	-$2,135.60	$164,004.83				
38110 - CC Records Mgmt-Recording	$1,075,705.30	$85,107.83	-$29,528.21	$1,131,284.92	$1,140,306.39	$3,509.85	$0.00	$1,143,816.24
38120 - CC Records Archive	$2,797,960.89	$101,854.61	-$46,453.80	$2,853,361.70				
38130 - CC Records Mgmt-Criminal	$174,826.92	$3,778.78	-$620.22	$177,985.48				
38200 - CC Records Mgmt-Civ,Crim,Prob	$115,411.99	$716.90	-$3,339.24	$112,789.65				
38210 - County Graffiti Eradication	$3,460.92	$19.85	$0.00	$3,480.77				
38220 - CC-DC Technology	$168,227.82	$1,576.27	-$112.48	$169,691.61				
38230 - CC Records Preservation	$129,532.82	$902.77	$0.00	$130,435.59				
38240 - CC-DC Specialty Court	$247,042.34	$4,640.52	-$575.39	$251,107.47				
38250 - CCSB41 Consolidated Rec Mgmt	$218,435.19	$9,423.61	-$2,140.00	$225,718.80				
38251 - CCSB41 Clerk of Court Account	$238.55	$77.67	$0.00	$316.22				
38300 - Child Abuse Prevention Fund	$2,757.58	$44.44	$0.00	$2,802.02				
38320 - DC Records Management	$79,420.75	$1,457.54	-$87.17	$80,791.12				
38330 - DC Records Archive	$47,145.47	$195.46	-$0.68	$47,340.25				
38340 - DC Records Preservation	$24,091.61	$153.98	-$0.68	$24,244.91				
38350 - DC Records Technology	$41,905.41	$251.10	-$0.68	$42,155.83				
38360 - DCSB41 Consolidated Rec Mgmt	$690,533.77	$24,111.14	-$5,391.47	$709,253.44				
38361 - DCSB41 Clerk of Court Account	$712.09	$237.74	$0.00	$949.83				
38400 - Justice Court Bldg Security	-$162,619.20	$33,833.32	-$50,966.47	-$179,752.35				
38410 - Justice Court Technology Fund	$843,537.51	$12,749.04	-$12,532.59	$843,753.96				
38420 - JPSB41 Support Fund	$1,284,611.11	$40,190.92	-$4,150.00	$1,320,652.03				
38440 - Specialty Court Stipends								
38500 - Courthouse Security	$296,300.64	$20,904.96	-$4,941.04	$312,264.56				
38501 - Courthouse Attny Access Card	$19,907.08	$843.01	-$315.00	$20,435.09				
38510 - SB41 Court Facility Fee Fund	$556,588.28	$20,505.41	-$4,600.00	$572,493.69				
38511 - SB41 County Jury Fund	$288,081.24	$10,304.34	-$2,300.00	$296,085.58				
38512 - SB41 Language Access Fund	$241,448.98	$7,923.05	-$1,194.00	$248,178.03				
38513 - SB41 Guardianship Fund	$46,938.43	$1,456.25	-$340.00	$48,054.68				
38514 - SB41 Court Report Service Fund	$712,202.05	$25,848.00	-$5,750.00	$732,300.05				
38515 - SB41 Appellate Judicial System	$144,117.77	$5,156.73	-$1,150.00	$148,124.50				
38516 - SB41 Judicial Edu and Support	$22,838.64	$714.51	-$165.00	$23,388.15				
38600 - LEOSE	$132,273.52	$1,517.06	-$758.53	$133,032.05				
38710 - D A Hot Check Collection	$6,417.53	$270.00	-$3.57	$6,683.96				
38720 - D A Supplemental	-$4,880.26	$0.00	-$701.80	-$5,582.06				
38730 - D A Forfeiture, CCP Chapter 59	$532,612.00	$52,685.24	-$32,146.61	$553,150.62				
38750 - Pretrial Diversion	$371,460.53	$57,061.18	-$57,180.70	$371,341.01				
38810 - Voter Registration								
38820 - Special Inv,Dealer Escrow-Tax	$259,460.44	$5,207.17	-$1,426.96	$263,240.65	$37,171.67	$114.46	$0.00	$37,286.13
38830 - Scofflaw Fees, TTC Sect 502.01	$2,418.77	$13.87	$0.00	$2,432.64				
38910 - Election Services Contract	$447,362.37	$2,564.86	-$99.99	$449,827.24				
38920 - Elections - HAVA Equip. Rental	$1,547,792.41	$8,875.95	$0.00	$1,556,668.36				
39020 - Constable Pct 2 Forfeiture	$3,168.30	$18.17	$0.00	$3,186.47				
39040 - Constable Pct 4 Forfeiture	$2,553.42	$14.64	$0.00	$2,568.06				
39100 - Sheriff Contraband Forfeiture	$436,394.95	$2,239.89	-$45,801.09	$392,833.75				
39110 - Braz Cnty Narcotics Task Force	$740,580.78	$8,195.33	-$8,377.30	$740,398.81				
39120 - Sheriff Commissary Fund	$2,171,396.70	$256,037.90	-$189,565.21	$2,237,869.38				
39130 - Sheriff-Federal Forfeiture	$961,920.93	$5,509.19	-$1,226.03	$966,204.09				
39200 - Juvenile Case Manager Fund	$26,240.41	$5.00	-$5.00	$26,240.41				
39210 - Bond & Occupational LSF	-$12,331.43	$10,380.57	-$14,898.95	-$16,849.81				
39300 - Reliant Energy CARE Program	$9,143.85	$0.00	-$2,425.14	$6,718.71				
39305 - Direct Energy N2N								
39306 - Cirro Energy - Utility Assist.	$3,568.96	$0.00	-$433.62	$3,135.34				
39310 - UnitedWay-Emergency Assistance								
39390 - SETH-SE TX Housing Fln. Corp.	$238.57	$1.37	$0.00	$239.94				
39410 - Library-Special Projects	$352,636.92	$3,104.79	-$1,985.09	$353,756.62				
39500 - SEP-Wastewater-EnvHlth-TCEQ	$18,984.84	$0.00	$0.00	$18,984.84				
39615 - TPW Foundation-Grt TX Birding	-$996.89	$0.00	$0.00	-$996.89				
39620 - Shoreline Rest. Task Force	$38,225.30	$219.21	$0.00	$38,444.51				
39630 - 2006 GoM Energy Security Act	$6,099,517.34	$34,915.96	-$9,328.00	$6,125,105.30				
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	$50,494.00	$0.00	$0.00	$50,494.00				
39768 - Old Coffee Plantation Sp Asses	$34,157.20	$0.00	$0.00	$34,157.20				
39769 - Lindell-Hudspeth Dr Spec Asses	-$124,365.13	$0.00	$0.00	-$124,365.13				
39770 - Lindell-Frio Dr Spec Assess	-$158,787.43	$0.00	$0.00	-$158,787.43				
39771 - Lindell-Donley Dr Spec Assess	-$120,009.74	$0.00	-$10,309.86	-$130,319.60				
39778 - River Road Special Assessment	-$11,321.00	$0.00	$0.00	-$11,321.00				
39779 - Forest Loop Road Special Asses	$48,446.97	$0.00	$0.00	$48,446.97				
39780 - Marydean St Special Assessment								
39781 - Delores St Special Assessment								

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
39782 - Loop Dr Special Assessment								
39800 - Law Library	-$161,336.70	$39,834.81	-$40,738.89	-$162,240.78	$139,920.15	$430.64	$0.00	$140,350.79
39900 - Mosquito Control District	$1,985,822.29	$128,715.02	-$583,070.94	$1,531,466.37	$458,992.19	$1,412.74	$0.00	$460,404.93
40000 - 2012 Gen Oblig Rfd (2003 CO)								
41000 - 2016 Limited Tax Rfd (2006 CO)	$208,169.89	$1,572.07	-$124.80	$209,617.16				
42000 - 2021 Gen Oblig Rfd (2012 CO)	$208,235.02	$15,124.71	$0.00	$223,359.73				
42100 - 2018 Cert of Oblig-I,S	$777,374.22	$9,148.01	$0.00	$786,522.23				
42200 - 2021 CO-Courthouse Campus I,S	$1,804,158.34	$39,343.61	$0.00	$1,843,501.95				
44000 - Toll Road-SH288-I&S	$2,165,548.48	$638,698.06	-$318,937.51	$2,485,309.03				
44100 - Toll Road-288EXT-I&S	$200,844.29	$189,853.58	-$94,765.63	$295,932.24	$6,711.68	$0.00	$0.00	$6,711.68
45000 - Road Bonds-Mobility-I,S	$1,662,589.41	$33,043.56	-$28,441.90	$1,667,191.07	$1,041,634.03	$3,206.11	$0.00	$1,044,840.14
51000 - 2006 Certificate of Obligation								
52000 - 2012 Cert of Oblig,C,M								
52100 - 2018 Cert of Oblig,C,M	$160,189.28	$918.62	$0.00	$161,107.90				
52200 - 2021 CO-Courthouse Campus C,M	-$496,337.21	$0.00	-$286,103.78	-$782,440.99				
52201 - 2022 EOC State Allocation								
54000 - Toll Road-SH288-C & M	$41,679.34	$6,328.18	$0.00	$48,007.52	$2,182.70	$6.97	$0.00	$2,189.67
54100 - Toll Road-SH288EXT-C & M	$2,896,975.02	$0.00	-$417,976.80	$2,478,998.22	$10,206,429.41	$32,556.36	$0.00	$10,238,985.77
55000 - Mobility Plan								
57200 - Ring of Honor	$69,421.02	$398.10	$0.00	$69,819.12				
60500 - Airport Operating	-$2,672,202.64	$430,743.59	-$479,970.65	-$2,721,429.70				
61000 - BCTRA O&M SH288	$13,866,531.58	$1,688,010.96	-$549,520.02	$15,005,022.52	$23,519,771.47	$73,808.84	$0.00	$23,593,580.31
64000 - BCTRA FM518 PEDC-SH288	$64,586.54	$133.33	$0.00	$64,719.87				
64100 - BCTRA Contributions-SH288								
64200 - BCTRA FM518 TXDOT-SH288	-$26,075.30	$0.00	$0.00	-$26,075.30				
64510 - BCTRA Preliminary-288 Extn	-$462,228.11	$0.00	-$25,960.55	-$488,188.66				
71000 - Health Care Benefits	$140,350.51	$2,835,792.95	-$3,502,388.25	-$526,244.79	$100,466.60	$1.55	$0.00	$100,468.15
72000 - Employee Health Clinic	$337,727.79	$77,695.06	-$152,257.78	$263,165.07				
73000 - Insurance Reserve	$523,814.60	$34,808.97	-$70,194.99	$488,428.58	$729,712.66	$2,246.05	$0.00	$731,958.71
81000 - B Cnty Groundwatr Conserv Dist	$2,809,559.12	$59,928.59	-$53,845.07	$2,815,642.64				
81100 - Braz Cnty Toll Road Authority								
81500 - CSCD DP6 - SUD Program	-$7,228.89	$88,849.90	-$60,676.69	$20,944.32				
81600 - CSCD-TAIP Treatment Alter.	$26,559.32	$7,045.91	-$11,986.16	$21,619.07				
81700 - CSCD DP17 - MHealth Caseloads	$11,873.59	$29,968.68	-$34,512.92	$7,329.35				
81800 - CSCD Basic Supervision Prog	$1,270,447.78	$930,804.48	-$770,875.72	$1,430,376.54				
81850 - CSCD-Evidence Based Assesment								
81900 - CSCD CC4 - High Risk Program	$39,600.54	$16,264.81	-$32,450.57	$23,414.78				
82000 - CSCD-Comm Corr-Life								
82100 - CSCD CCS- Sex Offender Program	$112,311.26	$11,015.09	-$112,987.49	$10,338.86				
82200 - CSCD-Comm Corr-Substance Abuse								
82300 - CSCD DP4 - High Risk Program	$17,231.21	$22,192.77	-$34,689.50	$4,734.48				
82400 - CSCD-New Caseload Reduction-DP								
82500 - CSCD DP30 - SUD Trt Pgm	$48,810.57	$30,901.57	-$60,720.64	$18,991.50				
82600 - CSCD-Mental Health Treatment	$7,898.25	$3,046.61	-$6,070.95	$4,873.91				
82700 - CSCD DP33-Pre-Trial Diversion	$1,554.85	$184.86	-$382.28	$1,357.43				
88000 - Trust & Agency								
88200 - Brazos Mall								
88300 - SH288 @ CR 56 Overpass								
89000 - Historical Commission	$1,848.56	$10.60	$0.00	$1,859.16	$17,132.30	$52.72	$0.00	$17,185.02

Brazoria County Portfolio Report for May 2026

Current Date: 5/31/2026

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	FFCB	Agency	3133ETL96	3.610	10/28/25	10/27/27	10/27/26	$ 2,000,000.00	100.00	$ 2,000,100.56	$ 2,000,000.00	0.9956	$ 2,000,000.00	514	3.610	
10000	FFCB	Agency	3133ETTC1	4.080	08/14/25	08/14/28	08/14/26	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	0.9994	$ 2,000,160.00	806	4.400	
10000	FFCB	Agency	3133ETK71	3.560	10/28/25	10/27/28	10/27/27	$ 2,000,000.00	100.00	$ 2,000,097.78	$ 2,000,000.00	0.9917	$ 2,000,000.00	880	3.560	
10000	FHLMC	Agency	3134HCFK0	3.850	12/11/25	12/11/28	09/11/26	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	0.9932	$ 2,000,000.00	925	3.850	
10000	FNMA	Agency	3136GCLQ6	3.700	2/12/2026	2/12/2029	######	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	0.99396	$ 2,000,000.00	988	3.7	
10000	FFCB	Agency	3133EWEP1	3.800	2/26/2026	2/26/2029	######	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	0.99473	$ 2,000,000.00	1002	3.8	
matured or called investments																
997	TexPool	LGIP		3.624				$ 115,743,372.62	100.00	$ 115,743,372.62	$ 115,743,372.62	100.00	$ 115,743,372.62	1	3.624	$ 375,439.09
998	Texas Class	LGIP		3.748				$ 39,950,400.97	100.00	$ 39,950,400.97	$ 39,950,400.97	100.00	$ 39,950,400.97	1	3.750	$ 126,944.93
999	Depository	Cash		2.700				$ 39,505,034.10	100.00	$ 39,505,034.10	$ 39,505,034.10	100.00	$ 39,505,034.10	1	2.930	$ 86,924.72
								$ 207,198,807.69		**$ 207,199,006.03**	**$ 207,198,807.69**		**$ 207,198,967.69**			**$ 589,308.74**

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023 and complies with the Investment Strategy of Brazoria County's Investment Policy and I certify that to the best of my knowledge the above is true and correct.

Angela Dees, CIO
Brazoria County Treasurer

Monthly Interest Earned for Fiscal Year 2026

	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Annual Earned
BANK	81,873.12	75,527.94	82,937.94	240,339.00	111,949.38	72,407.63	78,230.23	262,587.24	73,040.70	86,924.72		159,965.42					**352,288.38**
TEXPOOL	244,244.61	208,326.53	268,403.38	720,974.52	409,047.61	453,801.17	439,256.00	1,302,104.78	400,346.79	375,439.09		775,785.88					**1,130,022.13**
Texas Class	141,573.48	132,072.20	132,336.02	405,981.70	128,947.35	115,216.89	127,109.63	371,273.87	123,347.27	126,944.93		250,292.20					**534,929.05**
Agencies	107,848.34	-	42,050.00	149,898.34	46,000.00	119,155.56	-	165,155.56	71,700.00	-		71,700.00					**195,898.34**
Total Per Month	575,539.55	415,926.67	525,727.34	1,517,193.56	695,944.34	760,581.25	644,595.86	2,101,121.45	668,434.76	589,308.74		1,257,743.50					**4,876,058.51**

I certify that to the best of my knowledge the above is true and correct.

Angela Dees, CIO
Brazoria County Treasurer

Quarterly Interest Rates Comparison by Quarter FY26																	
	Oct	**Nov**	**Dec**	**1st Qtr**	**Jan**	**Feb**	**Mar**	**2nd Qtr**	**April**	**May**	**June**	**3rd Qtr**	**July**	**August**	**Sept**	**4th Qtr**	**Ann Avg**
BANK	2.79%	2.65%	2.67%	**2.70%**	2.70%	3.23%	2.68%	**2.87%**	2.86%	2.93%							2.70%
TEXPOOL	4.14%	3.99%	3.83%	**3.99%**	3.71%	3.68%	3.67%	**3.69%**	3.66%	3.62%							3.99%
TEXAS CLASS	4.28%	4.11%	3.97%	**4.12%**	3.85%	3.80%	3.78%	**3.81%**	3.77%	3.75%							4.12%

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 28, 2026**

BEFORE ME, the undersigned authority, a Notary Public in and for Brazoria County, Texas, on this day personally appeared the Members of Brazoria County Commissioners' Court and who after being duly sworn upon their oaths do hereby state as follows:

The requirements of Subsection (c) of the Texas Local Government Code §114.026 have been met and we have reviewed and examined the Monthly Report of: ANGELA DEES, Treasurer of Brazoria County, Texas for **May 2026.**

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 custody of the County Treasurer at the time of the examination to be **$207,198,967.69.**

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 **28 th DAY OF JULY 2026.**

SCIOBHAN SHORT
Notary Public-State of Texas
Notary ID #135551301
Commission Exp. MARCH 13, 2030

Notary Public in and for Brazoria County, Texas
My Commission Expires: 3-13-30

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.7. **7/28/2026**

Issuance of Purchase Order After the Fact - District Clerk

Approve issuance of a Fiscal Year 2026 Purchase Order After the Fact for the following invoice related to a purchase made by the District Clerks' Office for which a requisition was not obtained prior to the purchase being made:

Visual Language Professionals, LLC invoice number Inv-63046 dated June 16, 2026 in the amount of $1,776.50.

This request is in accordance with Local Government Code Section 262.011 and Brazoria County Purchasing Policy Section IV, A, C and I.

Visual Language Professionals, LLC
957 Nasa Pkwy #914
Houston, TX 77058 USA
+18325640844
accounting@visuallanguagepro.com

Invoice INV-63046

BILL TO
Brazoria County
Brazoria County Auditor,
237 E. Locust, Suite 403
Angleton, Tx 77515
PO- 0002600170
Angleton, Texas 77515

DATE	PLEASE PAY	DUE DATE
06/16/2026	**$1,776.50**	07/16/2026

DATE	ACTIVITY	QTY	RATE	AMOUNT
06/08/2026	**Interpreting Services:Interpreting Services** Appointment #: 6167147507430 | Description: Brazoria County | Jury Duty | Team: Mark | Language: English to American Sign Language (ASL) | 237 E Locust St, Angleton, TX, 77515-4621, US | 6/8/26 8:00 AM - 5:00 PM | RecordId: See PM NOTES | ConsumerName: Candida Donnelly| Interpreters: Dionna Griffin, BEI IV/Court, CI/CT | Requested via email by Elizabeth Salas on 5/14 @ 1:18pm CST | ID: Legal	9	80.75	726.75
06/08/2026	**Interpreting Services:Admin Fee:Admin Fee** 6167147507430	2	80.75	161.50
06/08/2026	**Interpreting Services:Interpreting Services** Appointment #: 6167154531475 | Description: Brazoria	9	80.75	726.75

DATE	ACTIVITY	QTY	RATE	AMOUNT
	County | Jury Duty | Team: Dionna | Language: English to American Sign Language (ASL) | 237 E Locust St, Angleton, TX, 77515-4621, US | 6/8/26 8:00 AM - 5:00 PM | RecordId: See PM NOTES | ConsumerName: Candida Donnelly| Interpreters: Mark Riddle | Requested via email by Elizabeth Salas on 5/14 @ 1:18pm CST | ID: Legal			
06/08/2026	**Interpreting Services:Admin Fee:Admin Fee** 6167154531475 |	2	80.75	161.50

Ways to pay

View and pay

TOTAL DUE $1,776.50

THANK YOU.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.8. **7/28/2026**

Right of Way Acquisition - CR 400 Realignment (Precinct 4)

Approve the expenditure of $9,800.00 to Cobb Fendley to perform supplemental Right of Way Acquisition Services, modifying their current contract approved by Commissioners Court Order I.4 dated February 13, 2024 for CR 400 Realignment.

Whereas, the attached scope of work identifies the necessary tasks to perform these additional services.

Whereas, funds for this expenditure are available via the 2026 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.

Road & Bridge Budget year corrected to 2026.

EXHIBIT "F-2"
CONTRACT AMENDMENT

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-_."** County and Consultant may agree to amend this contract. Any further amendments to this contract will be added as **"Exhibit F-*"** (F-1, F-2, etc.).

2.07 Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

Article 10
Consultant's Insurance Requirements

10.02 County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

Execution

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.

Brazoria County, Texas

By: _____

L.M. (Matt) Sebesta, Jr

County Judge

Date: _____

Cobb, Fendley & Associates, Inc.

a Texas company

By: _____

Michael Hale

Principal – ROW Department Manager

Date: _____

July 10, 2026

2nd SUPPLEMENT PROPOSAL FOR ACQUISITION SERVICES

Karen O. McKinnon
Brazoria County Engineering
451 N. Velasco, Ste. 230
Angleton, Texas 77515

Re: **CR 400-Relocation-Road Re-Route**

Dear Ms. McKinnon:

Cobb, Fendley & Associates, Inc. ("CobbFendley") originally contracted with Brazoria County Engineering (CLIENT), for Right-of-Way Acquisition to negotiate and secure 9 easements for the relocation of CR 400. This project is approximately 1 mile of relocation of CR 400. Brazoria County will be purchasing a minimum of 80' of ROW and abandoning the existing ROW (~80').

As the project advanced, a supplement was requested and approved to re-start negotiations on Parcel 23 and Parcel 26, both related to design changes. As requested by the County, we are submitting a second supplement to restart negotiations on Parcel 23/23DE, for additional design changes to the drainage easement location.

Please find within this letter a description of the original services currently being provided and that easement acquisition cost breakdown and the additional service and fees required.

The specific tasks to be performed by CobbFendley in conjunction with this project are limited to the following:

SCOPE OF SERVICES

1. Project Management/Administration

a) Communication

I. Prepare initial property owner contact list or update contact list provided by CLIENT. Send Initial Notice Letters on CLIENT form to property owners notifying them of the project and CobbFendley's involvement.

II. Set up a virtual kick off meeting prior to sending out offer letters, inclusive of appraisers, title company, acquisition and Brazoria County Engineer

III. Participate in status meetings in person with CLIENT. Date, required attendees, and time to be determined in conjunction with CLIENT.

IV. At a minimum, deliver a bi-weekly status report to CLIENT

V. Prepare and provide access to Smartsheet cloud base project status tracker

b) File Management

I. Maintain parcel files of original documentation related to the purchase of the real property or property interests, including copies of all correspondence and contacts with property owners.

II. Maintain record of all payments to property owners, including date and amount paid.

2. Real Estate Appraisal Services

a) Appraiser will prepare and conduct personal pre-appraisal contact with interest owners or their designated representative for each parcel and offer opportunity to accompany the Appraiser on the inspection of the subject property.

b) As necessary, prepare written notification to the Client and Project Owner of any environmental concerns associated with the right of way to be acquired that could require environmental re-mediation.

c) Appraiser shall prepare an appraisal report for each parcel to be acquired in compliance with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation.

3. Negotiation Services

a) Order and analyze the preliminary Title Commitment on each parcel to determine potential title problems and propose and inform CLIENT of methods to cure title deficiencies or conflicting encumbrances.

b) Analyze appraisal and appraisal review reports and confirm the CLIENT'S approved value prior to making an offer for each parcel. CLIENT to provide copies of all appraisal reports produced or acquired specifically related to the property within the previous ten years.

c) Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).

d) Send the written offer and appraisal report to each property owner or the property owner's designated representative through CMRRR. Seek to meet in person with each property owner or designated representative and maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer.

e) Make reasonable effort to respond to property owner inquiries verbally or in writing within one (1) business day.

f) Transmit to CLIENT any written counteroffer from property owner including supporting documentation and written comments in accordance with CLIENT policies and procedures.

COBB FENDLEY_____ CLIENT_____

g) As directed by the CLIENT, prepare, and send the final offer letter along with the proposed conveyance documents by CMRRR.

h) Contact the Title Company to obtain an updated Title Commitment along with other forms necessary when requesting the payment for closing.

i) Deliver all original documents generated or received to CLIENT upon completion of the ROW Services.

j) Perform closing services in conjunction with the Title Company and attend closings. In the event of a closing by mail, review title work prior to the closing by mail and again prior to recording of the instrument.

k) Cause the recordation of all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to the CLIENT for acceptance prior to recording.

l) Secure title insurance for all parcels acquired, insuring acceptable title to the CLIENT. Written approval by the CLIENT is required for any exception. Title and closing costs will be paid directly to the title company by the CLIENT.

m) Provide recommendations for proceeding with condemnation because of failed negotiations or title curative matters that cannot be cured.

Negotiation Service Payment Milestones

A. Negotiation Services

1. Paid on a per parcel basis according to Fee Schedule

a) 35% upon sending initial offer letter to property owner

b) 45% upon agreement and submission of payment request or exhausting all reasonable efforts with owner refusing to convey parcel and submission of memo requesting initiation of condemnation proceedings

c) 20% upon parcel recording of easement and electronic close file submission or file close out to initiation of condemnation proceedings.

B. Administration services- N/A
C. Condemnation Support Services – Hourly

Sr. Right-of-Way Agent II or ROW Project Manager II	$228.00/HR
Sr. Right-of-Way Agent I or ROW Project Manager I	$205.00/HR
Right-of-Way Agent III or ROW Attorney	$195.00/HR
Right-of-Way Agent II	$166.00/HR
Right-of-Way Agent I	$131.00/HR
Right-of-Way Technician.	$119.00/HR

COBB FENDLEY_____ CLIENT_____

To be provided by Client and/or Project Owner

a) Copies of all appraisal reports produced or acquired by the Project Owner relating specifically to each parcel prepared in the last 10 years.

b) Timely reviews and approval of all submissions.

c) All necessary standard forms and factsheets or brochures.

d) Process and issue all payments of approved purchase prices for each parcel involved in the transfer of property to the Project Owner.

e) Fees charged by financial institutions to process lien releases and title escrow fees.

f) Final approval for all appraisals.

g) Payment of costs charged by the Title Company for preliminary title commitments.

h) Payment of costs of incidental expenses required to transfer real property to the Project Owner.

i) Responsible for the disposal of property and the accommodation, coordination, verification, and adjustment of utilities.

j) Attorney Services, as needed.

ORIGINAL FEE SCHEDULE

Service Item	# of Units	Per Unit Rate	Total
Appraisal Services (Subcontractor)			
Appraisals – Parcels	9	$4,500	$40,500.00
Monthly Administration Fees			
Administration/Project Management Fees	12 Months	$3,000.00	$36,000.00
Negotiation/Title Curative and Closing Services			
Acquisition/Negotiation Parcels	9	$7,500.00	$67,500.00
Condemnation Support-As needed-Hourly			
Preparation of Parcel summary and title curative data and service sheet	**30hrs**	200.00	$6,000.00
Appraiser Hearing Prep and Testimony			
Preparation and attendance of condemnation hearing	**2**	$6,000.00	$12,000.00
ORIGINAL TOTAL			**$162,000.00**

COBB FENDLEY_____ CLIENT_____

1st SUPPLEMENT ADDITIONAL FEES SCHEDULE

Service Item	# of Units	Per Unit Rate	Total
Appraisal Services (Subcontractor)			
Appraisals – Parcels 23 and 26	2	$3,300	$9,000.00
Monthly Administration Fees			
Administration/Project Management Fees	3 Months	$3,000.00	$9,000.00
Negotiation/Title Curative and Closing Services			
Acquisition/Negotiation Parcels 23 and 26	2	$5,500.00	$11,000.00
Condemnation Support-As needed-Hourly			
Preparation of Parcel summary and title curative data and service sheet	**10hrs**	200.00	$2,000.00
Appraiser Hearing Prep and Testimony			
Preparation and attendance of condemnation hearing	**0**	$0.00	$0.00
SUPPLEMENT TOTAL			**$31,000.00**
GRAND TOTAL			**$193,000.00**

2ND SUPPLEMENT ADDITIONAL FEES SCHEDULE

Service Item	# of Units	Per Unit Rate	Total
Appraisal Services (Subcontractor)			
Appraisals – Parcels 23/23DE	**1**	$3,300.00	$3,300.00
Negotiation/Title Curative and Closing Services			
Acquisition/Negotiation Parcels 23/23DE	**1**	$5,500.00	$5,500.00
Condemnation Support-As Needed-Hourly			
Preparation of Parcel summary and title curative data and service sheet	**5hrs**	200.00	$1,000.00
2nd SUPPLEMENT TOTAL			**$9,800.00**
GRAND TOTAL			**$202,800.00**

Sincerely,
COBB, FENDLEY & ASSOCIATES, INC.

Michael Hale, SR/WA, R/W-URAC, R/W-NAC, R/W-RAC
Principal | Right-of-Way Department Manager

COBB FENDLEY_____ CLIENT_____

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.9. **7/28/2026**

Engineering Services for the Solar Projects Road Reconstruction - County Roads 4, 5, 772, and 23 (Precinct 4)

Approve the expenditure of $558,156.00 to GFT Infrastructure, Inc., to provide Construction Engineering and Inspection and Material Testing for the Solar Projects Road Reconstruction of County Roads 4, 5, 772, and 23.

Whereas, the attached scope of work identifies the services necessary to support the design process for the Project; and

Whereas, funds for this expenditure are available via the 2026 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.

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This Agreement for professional services ("Agreement") is made and entered into by and between **BRAZORIA COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as the "County" and GFT Infrastructure, Inc, a Pennsylvania Corporation, hereinafter referred to as "Consultant".

RECITALS

The County intends to manage the reconstruction of the roadways damaged by Solar Project (CR 772, CR 4, CR 5, and CR 23), hereinafter called the "Project"; and

The County desires that Consultant perform certain professional engineering and related services in connection with the Project; and

Consultant represents that it is qualified and desires to perform such services.

In consideration of the mutual covenants, agreements and benefits to the Parties hereto, it is agreed as follows:

TERMS

Article 1
Scope of Agreement

1.01 The Consultant agrees to perform professional engineering services as set forth in the Exhibits attached hereto and incorporated herein.

Article 2
Character and Extent of Services

2.01 The Consultant shall perform its obligations under this Contract in accordance with the Scope of Work within the Consultant's proposal attached hereto as **Exhibit "A."** County and Consultant may agree to amend this contract. All amendments to this contract will be added as **"Exhibit F-*"** (F-1, F-2, etc.).

2.02 The Consultant and County agree and acknowledge that the County is entering into this Contract in reliance on the Consultant's competence and qualifications, as those were presented to County by Consultant with respect to professional services. The Consultant, in consideration for the compensation set forth expressly herein, shall at all times utilize its skill and attention to fully, timely, and properly render professional services for the development of the Project to final

completion as set out in, or reasonably inferred from, the Scope of Work. This shall be done in a manner utilizing the degree of care ordinarily used by Consultants performing similar services on projects of a similar nature and scope within the State of Texas.

2.03 The Consultant shall be represented by a professional engineer, who has been assigned by Consultant to manage the Project, licensed to practice in the State of Texas, at meetings of any official nature concerning the Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, pre-construction meetings and construction meetings with County and staff and/or its contractors, unless otherwise set forth in the Scope of Work or approved in writing by the County.

2.04 Work, labor, services, and materials to be furnished by Consultant shall fully comply with applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work. In the event of any change in the applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work for the Project, which occur after the Effective Date of the Contract, and which Consultant was not and should not reasonably have been aware of, which require changes to the Work that has already been completed by the Consultant, or require work outside the Scope of Work, then the Consultant and the County shall attempt to agree in writing on the required modifications to the Scope of Work and an equitable fee and time adjustment resulting from such additional Scope of Work. Conflicts between any applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work shall be brought to the attention of the County by Consultant.

2.05 Consultant shall comply with all Federal laws, including but not limited to, the specific laws identified and attached hereto as **Exhibit "C"** and incorporated herein and made part of this contract. The Consultant shall require and ensure that its contractors and subcontractors comply with all applicable laws.

2.06 All work provided under this Agreement shall conform to and be in the format required by Federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, the Federal Highways Administration, the Federal Emergency Management Agency, the Environmental Protection Agency, the Texas Commission on Environmental Quality, and the Texas Department of Transportation as applicable to the project. Other Federal and local funding sources may impose additional and/or differing requirements. The project may utilize funding from the following: grants, ad valorem taxes; general obligation bonds, which all requirements for this contract must adhere to the requirements.

2.07 Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

Article 3
Time for Performance

3.01 The Consultant shall complete the services called for in this Agreement as set forth in schedule specified in **Exhibit "A"** or as further modified in **Exhibit "F-*."** Consultant understands that time is of the essence to complete the services by the scheduled deadlines.

Article 4
Consultant Compensation

4.01 For and in consideration of the services rendered by the Consultant under Article 2, the County shall pay to the Consultant in accordance with its Fee Schedule in **Exhibit "A"** or as further modified in **Exhibit "F-*."**

Article 5
Time of Payment

5.01 Monthly payments shall be made based upon that portion of the work which has been completed. Consultant shall provide, no later than the last day of each calendar month a sworn statement to the County Engineer, setting forth the percentage of the services provided which were completed during such calendar month, the compensation due, Consultant's hourly rates, if applicable, subcontractor invoices and the respective backup documentation, and any other documentation required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Consultant certifying that the work was performed, it was authorized by the County Engineer and that all information contained in the invoice being submitted is true and correct.

5.02 Consultant agrees to maintain, for a period of five (5) years, detailed time records identifying each person performing the services, the date or dates that the services were performed, the applicable hourly rates, the total amount billed for each person and the total amount billed for all persons, and shall provide such other details as may be requested by the County Auditor for verification purposes. The Consultant shall retain its records and shall keep same available for inspection during regular business hours by County officials.

5.03 The Consultant's statement becomes due and payable within thirty (30) days after receipt and approval by County. The approval or payment shall not be considered to be evidence of performance by the Consultant to the point indicated by such statement or of receipt or acceptance by the County of the work covered by such statement.

Article 6
Compliance Standards

6.01 The Consultant agrees to perform the work hereunder in accordance with County's road and bridge specifications or Texas Department of Transportation road and bridge specifications, Brazoria County Drainage Criteria Manual and other generally accepted standards applicable

thereto, and shall use that degree of care and skill commensurate with the Consultants profession to comply with all applicable state, Federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and Consultant's performance.

Article 7
Procurement, Suspension and Debarment

7.01 The Consultant certifies by execution of this Agreement or Contract that it is not ineligible for such participation in Federal or state assistance programs. The Consultant further agrees to include this certification in all Agreements or Contracts between itself and any subcontractor in connection with the services performed under this Agreement or Contract. The Consultant also certifies that it will notify the County in writing if it is not in compliance with Federal or State assistance programs at any time during the term of this Agreement or Contract. The Consultant agrees to refund Brazoria County for any payments made to the Consultant that would have been properly payable or reimbursable from Federal or state funds but for the fact that such payment failed to comply with Federal or state assistance programs.

Article 8
Ownership of Documents, Copyright

8.01 The County shall be the absolute and unqualified owner of all drawings, preliminary layouts, electronic documents and drawings, record drawings, sketches, reports, and other documents completed or partially completed, mylar reproducibles, preliminary layouts, created, produced, developed, or prepared, pursuant to this Agreement, by the Consultant or its approved outside advisory or support consultants (collectively the "Documents") with the same force and effect as if the County prepared same.

8.02 Consultant shall deliver all Documents to County within thirty (30) days of the termination or upon completion of this Agreement, whichever occurs first.

8.03 The Consultant may retain one (1) set of reproducible copies of such documents and such copies shall be for the Consultant's sole use in preparation of studies or reports for Brazoria County only. The Consultant is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

8.04 County shall be the owner of all intellectual property rights of the services rendered hereunder including all rights of copyright therein.

Article 9
Public Contact

9.01 Contact with the news media, citizens of Brazoria County, the State of Texas or other governmental agencies shall be the responsibility of the County. Under no circumstances shall the Consultant release any material or information developed in the performance of its services hereunder without the express prior written permission of the County.

Article 10
Consultant's Insurance Requirements

10.01 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (except Professional Liability which is on a Claims Made policy) from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "B."**

10.02 County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.03 If required coverage is written on a claims-made basis, Consultant represents that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article 11
Indemnification

11.01 THE CONSULTANT SHALL INDEMNIFY THE COUNTY FROM AND AGAINST CLAIMS AND LIABILITY, PERFORMED UNDER THIS CONTRACT WHICH RESULT FROM NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL IN PROPORTION OF CONSULTANT'S LIABILITY BE RESPONSIBLE TO REIMBURSE THE COUNTY FOR REASONABLE EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE CONSULTANT, ITS AGENTS, OR EMPLOYEES.

11.02 CONSULTANTS DUTY TO INDEMNIFY COUNTY SHALL AS DESCRIBED ABOVE BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

Article 12
Dispute Resolution

12.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Consultant agree to submit the dispute to mediation.

12.02 All expenses associated with mediation shall be shared fifty (50) percent by each party.

12.03 The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law in equity under any applicable statutes of limitation.

Article 13
Termination

13.01 The County may terminate this Agreement at any time by notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, electronic data files, drawings and specifications of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

Article 14
Notice

14.01 Any notice permitted or required to be given to the County hereunder may be given by hand-delivery or certified United States mail, postage prepaid, return receipt requested addressed to:

County:	**Consultant:**
Brazoria County Engineer	GFT Infrastructure, Inc.
451 N. Velasco, Suite 230	3200 Southwest Fwy Suite 1600
Angleton, Texas 77515	Houston, Texas 77027
ATTN: Matthew Hanks, JD, PE	ATTN: Tanya Lindquist, PE
Email: matth@brazoria-county.com	Email: tlindquist@gftinc.com
Phone: 979-864-1265	Phone: 832-405-1188

14.02 Such notice shall be deemed given upon receipt of hand-delivery or, if mailed, three days after the date of deposit of the notice in the United States mail as aforesaid.

Article 15
Successors and Assigns

15.01 Neither the County nor the Consultant shall assign, sublet, or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

Article 16
Applicable Law

16.01 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Brazoria County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

Article 17
Modifications

17.01 This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties.

Article 18
Authority of County Engineer

18.01 The County Engineer shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Consultant. His decision shall be final. It is mutually agreed by both parties that the County Engineer shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Engineer in such shall be final and binding alike on both parties hereto. But, nothing contained in this Article shall be construed to authorize the County Engineer to alter, vary or amend any of the terms or provisions of this Agreement.

Article 19
Severability

19.01 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Article 20
Merger

20.01 The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

Article 21
Boycott Verification

21.01 This verification is required pursuant to Sections 808, 809, 2271, and 2274 (87(R) Senate Bill 13 and 19 versions) of the Texas Government Code:

Definitions:

1. Per Government Code Chapter 808, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purpose

2. Per Government Code Chapter 809, "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
   (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
   (B) does business with a company described by Paragraph (A).

3. Per Government Code Chapter 2274 (87(R) Senate Bill 19), "Discriminate against a firearm entity or firearm trade association":
   (A) means, with respect to the entity or association, to:
      (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
      (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
      (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association;

4. "Company" has the meaning assigned by Texas Government Code Sections 808.001(2), 809.001(2), and 2274.001(2) (87(R) Senate Bill 19).

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be

paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:

(A) does not boycott Israel currently;
(B) will not boycott Israel during the term of the contract the named Company, business or individual with Brazoria County Texas, Texas;
(C) does not boycott energy companies currently;
(D) will not boycott energy companies during the term of the contract the named Company, business or individual with Brazoria County, Texas;
(E) does not discriminate against a firearm entity of firearm trade association currently; and
(F) will not discriminate against a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

21.02 All requirements of Subtitle A, Title 8 Government Code Chapter 808, apply to this contract and the Consultant, by signing below, hereby verifies its understanding of the exemptions contained therein.

21.03 Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of this subchapter.

Article 22
Attachments

22.01 The following attachments are a part of this Agreement:

Exhibit A	Scope of Work, Fee Schedule and Project Schedule
Exhibit B	County's minimum insurance requirements
Exhibit C	Compliance with Laws
Exhibit D	Certificate of Interested Parties
Exhibit E	Conflict of Interest Disclosure
Exhibit F	Contract Amendments (As Needed)

Article 23
Execution

23.01 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.

Brazoria County, Texas

By: _____

L.M. (Matt) Sebesta, Jr

County Judge

Date: _____

GFT Infrastructure Inc.,

a Pennsylvania company

By: _____

Tanya Fox Lindquist

Vice President

Date: _____

EXHIBIT "A"
SCOPE OF WORK, FEE SCHEDULE AND PROJECT SCHEDULE

INSERT PROPOSAL AND SCHEDULE

GFT

Ingenuity That Shapes Lives™

July 10, 2026

Karen O. McKinnon, PE
Assistant County Engineer
451 N. Velasco
Suite 230
Angleton, TX 77515

Subject: Construction Management Services for Solar Roads Package I (ITB 26-45) & II (ITB 26-46)

Dear Mrs. McKinnon,

We are pleased to present this proposal of estimated fees to provide full construction inspection services, administration, and construction materials testing services through our subconsultant, Ninyo & Moore.

The proposal is broken into two exhibits. Exhibit A details the costs associated with our services for construction engineering and inspection and Exhibit B details the costs associated with construction materials testing services performed by Ninyo & Moore.

GFT's Scope of Services:

- Assumes seven (7) month construction schedule with pre-construction and close out
- Construction administration (pay applications, preconstruction meeting, progress meetings, pre-activity meetings, as necessary)
- Performing inspection of work items in accordance with the Contract documents
- Providing review and recommendation for RFI's, material submittals, and cost change requests
- Project management as needed

Sincerely,

Tanya Fox Lindquist, P.E. (TX)
Vice President | Houston Area Leader
E: tflindquist@gftinc.com
C: 832.405.1188

gftinc.com

Exhibit A

GFT Infrastructure Fee Breakdown

GFT

Professional Services Task Fee Estimate

BRAZORIA COUNTY
ITB 26-45 & ITB 26-46
CONSTRUCTION MANAGEMENT SERVICES FOR SOLAR ROADS PACKAGE I & II
July 10, 2025

FIRM	SUBTOTAL	%
GFT Infrastructure, Inc.	$ 413,921	74%
SOCOTEC US	$ 144,235	26%
TOTAL	$ 558,156	100%

Professional Services Task Fee Estimate

BRAZORIA COUNTY
ITB 26-45 & ITB 26-46
CONSTRUCTION MANAGEMENT SERVICES FOR SOLAR ROADS PACKAGE I & II
GFT Infrastructure, Inc.
July 10, 2025

FEE SUMMARY

FAR Overhead Rate - On-Site (i.e. Field):	116.13%								
FAR Overhead Rate - Off-Site (i.e. Office):	137.05%								
On-Site Profit:	12.00%								
Off-Site Profit:	12.00%	Total Hours	Direct Salaries	Overhead	Profit	Subtotal (Salaries + Overhead)	Subtotal (Loaded Labor)	Direct Costs	**Total GFT Fee**
Multiplier - On-Site:	2.42								
Multiplier - Off-Site:	2.65								
On-Site Personnel		1,760	$146,624	$170,275	$38,028	$316,899	$354,927		
Off-Site Personnel		112	$14,271	$19,558	$4,060	$33,830	$37,889		**$413,921**
Total		**1,760**	**$160,895**	**$189,833**	**$42,087**	**$350,729**	**$392,816**	**$21,105**	

LABOR DETAIL

	Robert Harris Chief Inspector	Corby Munsell Resident Engineer	Tanya Lindquist Project Manager	Beever Valdez Construction Super					
ON-SITE PERSONNEL HOURS	1,280	256		112					1,648
OFF-SITE PERSONNEL HOURS			112						112
OVERTIME HOURS	112	0	0	0					0
TOTAL LABOR HOURS	1,392	256	112	112					1,760
DIRECT HOURLY RATES	$78.84	$80.00	$127.42	$107.00					
OVERTIME RATES	$118.26								
DIRECT SALARIES (ON-SITE PERSONNEL)	$114,160	$20,480	$0	$11,984					$146,624
DIRECT SALARIES (OFF-SITE PERSONNEL)	$0	$0	$14,271	$0					$ 14,271

SUBCONSULTANTS

SOCOTEC US (CMT FIRM)	**$ 144,235**
Subtotal	**$ 144,235**

DIRECT EXPENSES Detail on Expense Breakdown- additional page	**$ 21,105**

SUMMARY OF PROJECT COSTS

Total Labor	$392,816
Total Expenses & Subconsultants	$165,340
TOTAL PROJECT COST	**$ 558,156**

Professional Services Task Fee Estimate

BRAZORIA COUNTY
ITB 26-45 & ITB 26-46

CONSTRUCTION MANAGEMENT SERVICES FOR SOLAR ROADS PACKAGE I & II

7/10/2025

GFT Infrastructure, Inc.

Expenses - Summary

DIRECT EXPENSES - NON LABOR

PROFESSIONAL ENGINEERING SERVICES - CONSTRUCTION MANAGEMENT

SCOPE ITEM NO.	ITEM DESCRIPTION	NO. OF EMPLOYEES	CONTRACT QTY	UNIT	UNIT RATE	AMOUNT
	Vehicles & Local Travel					
	Vehicle Lease Costs (fuel, maintenance, licensing and insurance)	1	7	MO	$ 1,650.00	**$ 11,550.00**
	Mileage: # of trips/week X # of miles/trip X # of weeks of contract length = total miles estimated X the current year's IRS allowed rate = estimated expense	2	13650	MI	$ 0.700	**$ 9,555.00**
TOTAL						**$ 21,105.00**

Exhibit B

Ninyo & Moore (SOCOTEC) Fee Breakdown

GFT

July 10, 2026
Project No. 701621002

Mr. Corby Munsell, PE
GFT
3100 West Alabama
Houston, Texas 77098

Subject: Construction Materials Testing and Observation Services
Solar Roads Reconstruction Packages I & II
CR 722, CR4, CR5, and CR 23
Brazoria County, Texas

Dear Mr. Munsell:

In accordance with your request, Ninyo & Moore Geotechnical & Environmental Sciences Consultants (SOCOTEC)* is pleased to present this proposal to provide construction materials testing services at the subject project in Brazoria County. In preparation of this proposal, we have reviewed the provided plans, specifications and project bid tabs. The project will consist of the repair and/or reconstruction of approximately 8.25 miles of roadway within Brazoria County. The roads include CR 722, CR4, CR5, and CR 23. This proposal was prepared without the benefit of a construction schedule; however, we understand the contract time is about 7 months.

Ninyo & Moore's Houston laboratory is supervised by registered civil engineers and meets the requirements of the ASTM E329, ASTM C1077, and ASTM D3740. Ninyo & Moore's testing equipment is calibrated annually by representatives utilizing equipment traceable to the National Institute of Standards and Technology, and regularly participates in Cement and Concrete Reference Laboratory (CCRL) and AASHTO's Material Reference Laboratory (AMRL) reference testing. In addition, we are accredited by the American Association for Laboratory Accreditation (A2LA) Certificate No. 3204.01 for Construction Materials and No. 3204.02 for Geotechnical. A complete list of the tests on our scope of accreditation can be found at the A2LA website (www.a2la.org).

*For contract purposes, our legal name will remain "Ninyo & Moore Geotechnical & Environmental Sciences Consultants."

SCOPE OF SERVICES

- Attend preconstruction and site meetings, as requested.
- Perform field observation and proofroll testing of subgrade.
- Perform field gradations and depth checks for treated paving subgrades.
- Perform field observation and in-place density testing for paving subgrade and base.
- Perform asphalt sampling/testing.
- Perform laboratory testing of soil materials such as Moisture-Density Relationships (Proctor), Atterberg Limits (PI), and 200 Wash.
- Perform laboratory testing of asphalt samples.
- Consultation and project management.

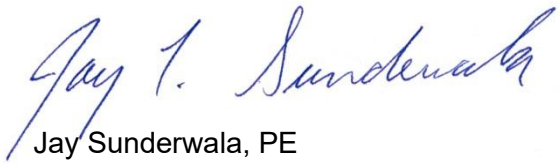
ESTIMATED FEE

We propose to provide our services on a time-and-materials basis accrued in accordance with the attached cost estimate. We estimate the fee for our services to be approximately $144,200. Our estimated fee does not include overtime, weekend work, stand-by time or costs associated with retesting or re-inspecting materials that were found not to be in compliance with the project plans or specifications. Any additional services requested and not part of the cost estimate will be charged in accordance with our attached Schedule of Fees. A breakdown of our fee is presented in the attached Table 1.

To authorize our services, please provide a Professional Services Agreement. We look forward to working with you.

Respectfully submitted,
NINYO & MOORE

Joe Keys
Project Manager



Jay Sunderwala, PE
Managing Principal Engineer

JHK/JTS/tah

Attachments: Tables 1 – Breakdown of Estimated Fee
Schedule of Fees

Table 1 - Breakdown of Estimated Fee

Earthwork									
Engineering Technician									
Paving Subgrade	110 days	@	8	hours/day	@	$ 60.00	/hour	$	52,800.00
Vehicle Usage Charge			880	hours	@	$ 15.00	/hour	$	13,200.00
Nuclear Density Gauge			880	hours	@	$ 15.00	/hour	$	13,200.00
Laboratory Testing									
Standard Proctor Density Treated Soils, D 698			10	samples	@	$ 255.00	/sample	$	2,550.00
						Subtotal		**$**	**81,750.00**
Asphalt Testing									
Engineering Technician	25 days	@	8	hours/day	@	$ 60.00	/hour	$	12,000.00
Vehicle Usage Charge			200	hours	@	$ 15.00	/hour	$	3,000.00
Nuclear Density Gauge			200	hours	@	$ 15.00	/hour	$	3,000.00
Laboratory Testing									
Extraction/Gradation			25	samples	@	$ 230.00	/sample	$	5,750.00
Maximum Theoretical Specific Gravity			25	samples	@	$ 105.00	/sample	$	2,625.00
Molding Specimens			25	sets	@	$ 75.00	/set	$	1,875.00
Bulk Density Lab Molded Samples			25	sets	@	$ 65.00	/set	$	1,625.00
HVEEM Stability			25	sets	@	$ 110.00	/set	$	2,750.00
Bulk Density Asphalt Cores			88	samples	@	$ 60.00	/sample	$	5,280.00
Asphalt Cores			88	samples	@	$ 105.00	/sample	$	9,240.00
Measuring Thickness of Asphalt			88	samples	@	$ 25.00	/sample	$	2,200.00
						Subtotal		**$**	**49,345.00**
Engineering Review, Consultation and Data Processing									
Principal Engineer			12	hours	@	$ 180.00	/hour	$	2,160.00
Project Manager			92	hours	@	$ 105.00	/hour	$	9,660.00
Data Processor			24	hours	@	$ 55.00	/hour	$	1,320.00
						Subtotal		**$**	**13,140.00**
TOTAL ESTIMATED FEE								**$**	**144,235.00**

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	$ 180
Senior Engineer/Geologist/Environmental Scientist	$ 150
Senior Project Engineer/Geologist/Environmental Scientist	$ 140
Project Engineer/Geologist/Environmental Scientist	$ 130
Senior Staff Engineer/Geologist/Environmental Scientist	$ 115
Staff Engineer/Geologist/Environmental Scientist	$ 110
GIS Analyst	$ 85
Technical Illustrator/CAD Operator	$ 55

Field Staff

Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	$ 140
Nondestructive Examination Technician (UT, MT, LP)	$ 120
Certified Asbestos/Lead Technician	$ 120
Field Operations Manager	$ 105
Supervisory Technician	$ 75
Senior Technician	$ 65
Technician	$ 60

Administrative Staff

Geotechnical/Environmental/Laboratory Assistant	$ 55
Information Specialist	$ 55
Data Processor	$ 55

Other Charges

Concrete Coring Equipment (includes technician)	$ 190/hr
Anchor Load Test Equipment (includes technician)	$ 190/hr
GPR Equipment	$ 180/hr
Inclinometer	$ 100/hr
Hand Auger Equipment	$ 80/hr
Rebar Locator (Pachometer)	$ 50/hr
Vapor Emission Kit	$ 75/kit
Equipment Charge	$ 15/hr
X-Ray Fluorescence	$ 70/hr
PID/FID	$ 50/hr
Air Sampling Pump	$ 25/hr
Field Vehicle	$ 15/hr
Expert Witness Testimony	$ 400/hr
Direct Expenses	Cost plus 15%

Special equipment charges will be provided upon request.

Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday, evening hours, and all day on Saturday and Sunday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318	$ 70
California Bearing Ratio (CBR), D 1883, per point	$ 240
One Dimensional Consolidation, D 2435	$ 450
Consolidation Additional Increments, D 2435	$ 60
Hydrometer Analysis, D 422	$ 145
Double Hydrometer Analysis, D 4221	$ 250
Moisture Content, D 2216	$ 10
Moisture and Density, D 2937	$ 55
Permeability, D 2434	$ 300
Specific Gravity, D 854	$ 65
Standard Proctor Density, D 698	$ 230
Modified Proctor Density, D 1557	$ 250
(Rock corrections add $70)	
Sieve Analysis, D 422	$ 65
Sieve Analysis, 200 Wash, D 1140	$ 60
Swell Test, D 4546	$ 350
Triaxial Shear, U.U., D 2850 per point	$ 75
Unconfined Compression, D 2166	$ 50
Pinhole Dispersion Test, D 4647	$ 320
Crumb Test Dispersion Test, D 4647	$ 45
Lime Determination, PI Method	$ 275
Lime Determination, pH Method, D 62765	$ 265
Compressive Strength Cement Stabilized Sand, D 1633	$ 80
Standard Proctor Density Treated Soils, D 698	$ 255
Modified Proctor Density Treated Soils, D 1557	$ 270

MASONRY

Brick Absorption, 24-hour submersion, C 67	$ 85
Brick Absorption, 5-hour boiling, C 67	$ 85
Brick Absorption, 7-day, C 67	$ 85
Brick Compression Test, C 67	$ 50
Brick Moisture as received, C 67	$ 50
Brick Measurement, C 67	$ 65
CMU Block Compression Test, 8x8x16, C 140	$ 150
CMU Block Unit Weight and Absorption, C 140	$ 100
CMU Block Moisture Content, C 140	$ 95
CMU Block Measurement, C 140	$ 35
Compressive Strength, Grout prism, C 1019, each	$ 55
Compressive Strength, Mortar Cube, C 109, each	$ 30

CONCRETE

Compression Strength, C 39	$ 20
Flexural Test, C 78 or C 293	$ 30
Splitting Tensile Strength, C 496	$ 125
Time of Setting of Cement by Vicat Needle, C 191	$ 250
Concrete Laboratory Mix Verification, Excluding cylinders	$ 500
Concrete Coring, Measurement, and Compressive Strength	$ 250
Concrete Core Compressive Strength, Includes Prep, C 42	$ 90
Concrete Core Measurement, C 174	$ 30
Concrete Coring Minimum Charge	$ 600
Concrete Coring – 4" Diameter to 6-inch depth	$ 120
Concrete Coring Additional Thickness 6" to 12" depth	$ 11/in
Concrete Coring Additional Thickness over 12" depth	$ 15/in
Compressive Strength Lt. Wt. Insulating Concrete, C 495	$ 30
Unit Weight of Lt. Wt. Insulating Concrete, C 495	$ 25

FIREPROOFING

Density of SFRM, E 605	$ 45
Cohesion/Adhesion of SFRM, E 736	$ 35

ASPHALT

Asphalt Mix Design Review, Job Spec	$ 500
Asphalt Mix Design, 5 points	$ 2500
Extraction, % Asphalt, including Gradation, Tex 210F	$ 230
Hveem Stability, Tex 208F	$110/set
Bulk Density Lab Molded Samples, Tex 207F	$ 65/set
Bulk Density Core, Tex 207F	$ 60
Molding Specimens, Tex 206F	$ 75/set
Measurement of Asphalt Cores	$ 25
Asphalt Coring Minimum Charge	$ 600
Asphalt Coring – 4" Diameter to 6-inch depth	$ 105
Concrete Coring Additional Thickness over 6" depth	$ 10/in
Maximum Theoretical Unit Weight, Tex 227F	$ 105

AGGREGATES

Clay Lumps and Friable Particles, C 142	$ 65
Los Angeles Abrasion, C 131 or C 535	$ 240
Organic Impurities, C 40	$ 55
Sieve Analysis, Coarse Aggregate, C 136	$ 75
Sieve Analysis, Fine Aggregate, C 136	$ 75
Decantation, C 117	$ 55
Specific Gravity, Coarse, C 127	$ 120
Specific Gravity, Fine, C 128	$ 135

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

EXHIBIT "B"
INSURANCE REQUIREMENTS

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

2. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

3. Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

5. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

EXHIBIT "C"
COMPLIANCE WITH LAWS

The Consultant agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to transportation projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors comply with applicable laws:

i. The Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. §§ 12101 et seq.; 28 C.F.R. § 35; 29 C.F.R. § 1630);

ii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.) and United States Department of Transportation regulation, 49 C.F.R. Part 21;

iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601 et seq.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to acquisitions by the Borrower of easements or other real property rights for the relocated facilities;

iv. Equal employment opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 F.R. 12319), any Executive Order amending such order, and implementing regulations (29 C.F.R. §§ 1625-27, 1630; 28 C.F.R. § 35; 41 C.F.R. § 60; and 49 C.F.R. § 27);

v. Restrictions governing the use of Federal appropriated funds for lobbying (31 U.S.C. § 1352; 49 C.F.R. § 20);

vi. The Clean Air Act, as amended (42 U.S.C. §§ 1857 et seq., as amended by Pub. L. 91-604);

vii. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.);

viii. The Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq., as amended by Pub. L. 92-500);

ix. The Endangered Species Act, 16 U.S.C. § 1531, et seq.

x. 23 U.S.C. §138 [49 U.S.C. §303]

xi. The health and safety requirements set forth in 23 C.F.R. § 635.108;

xii. The prevailing wage requirements set forth in 42 U.S.C. § 276a, 23 U.S.C. § 113, as supplemented by 29 C.F.R. Part 5, 23 C.F.R. §§ 635.117(f), 635.118 and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements;

xiii. The Buy America requirements set forth in Section 165 of the Surface Transportation Assistance Act of 1982 and implementing regulations (23 C.F.R. § 635.410);

xiv. The requirements of 23 U.S.C. §§ 101 et seq. and 23 C.F.R.; and

xv. The applicable requirements of 49 C.F.R. Part 26 relating to the Disadvantaged Business Enterprise program.

AGREED TO AND ACKNOWLEDGED THIS *[date]* _____

GFT Infrastructure Inc.,

a Pennsylvania company

By: _____

Tanya Fox Lindquist

Vice President

Date: _____

EXHIBIT "D"
CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at http://brazoriacountytx.gov/departments/purchasing/doing-business.

EXHIBIT "E"
CONFLICT OF INTEREST DISCLOSURE

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

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

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM.

Texas Local Government Code Chapter 176 can be found here:
http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

EXHIBIT "F"
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.10. **7/28/2026**

Contribution Agreement for Manvel Annex Parking Lot Connection Project

Approve the attached Agreement for Contributions to the Manvel Annex Parking Lot Connection Project, by and between Brazoria County and First State Bank, to share the actual construction costs for the removal of barriers and construction of traversable roadway, with requisite signage and vegetation, between the parking lots located at 19323 Highway 6 and 7313 Corporate Drive.

Whereas, this project will enhance mobility and safety in the County by causing dual access points for ingress and egress to a County owned parking area.

Further, that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

AGREEMENT
FOR CONTRIBUTIONS TO
MANVEL ANNEX PARKING LOT CONNECTION PROJECT

This Agreement (the "Agreement") is made by and between the **Brazoria County, Texas,** a political subdivision of the State of Texas (the "County"), and **First State Bank** ("First State") a Texas State Financial Institution authorized to do business in Texas, collectively, (the "Parties,") and is authorized pursuant to Commissioners Court Order No. _____ dated _____, 2026.

RECITALS

WHEREAS, First State has property and a branch storefront located at 19323 Highway 6, Manvel, Texas 77578 with its driveway entrance located on Highway 6 westbound;

WHEREAS, The County has property and the Manvel Annex buildings and offices located at 7313 Corporate Drive, Manvel, Texas 77578 with its driveway entrance located on Corporate Drive northbound;

WHEREAS, the parking lots for the Parties' properties are adjacent yet disconnected and are currently not traversable;

WHEREAS, the Parties desire to connect their parking lots thereby allowing access to the Parties' properties from two locations at Highway 6 westbound and Corporate Drive northbound;

WHEREAS, by way of this Agreement, Brazoria County and First State wish to formalize their agreement to remove barriers and connect their parking lots while sharing the cost for such project.

NOW, THEREFORE, for and in consideration of ten dollars and No/100 cents ($10.00) and other good and valuable consideration to it in hand paid by First State, the receipt and sufficiency of which is hereby acknowledged, as well as the mutual promises and benefits herein contained, the County and First State hereby agree to jointly participate in the construction costs for joining the parking lots of the parties in accordance with the terms and conditions set forth herein:

AGREEMENT

The Parties' obligations hereunder are as follows:

Project:

Remove barriers, including curb side between the adjacent parking lots located at 19323 Highway 6 and 7313 Corporate Drive in Manvel, Texas and construct traversable

roadway, with requisite signage and vegetation, to join the parking lots of the parties (hereinafter the "Project") further described and attached hereto as Exhibit A and incorporated herein for all purposes.

County's Obligations:

1. Obtain a vendor(s) pursuant to a competitively procured bid process.
2. Engage in a contract to complete the Project.
3. After completing the Project, provide First State with the final invoice which will include a summary of the actual construction costs and final accounting of amount due by First State. First State shall be responsible for half (50%) of the actual costs less the initial contribution made pursuant to this Agreement.

First State's Obligations:

1. Upon signing this Agreement, pay the County $10,500.00, representing approximately one quarter of the Project's estimated construction costs of $42,044.00.
2. After Project completion, pay the County the final balance within 30 days of receiving the invoice. First State shall be responsible for one half (50%) of the actual costs less its initial contribution made pursuant to this Agreement.

GENERAL PROVISIONS

Entire Agreement. This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof.

Amendments. Any amendment to the Agreement must be writing and signed by the authorized representatives of all Parties.

Assignment. Neither party may assign its rights and obligations under the Agreement either in whole or in part.

No Third-Party Beneficiaries. Except as expressly provided above, nothing herein shall be construed to confer upon any person other than the Parties hereto any rights, benefits or remedies under or by reason of this Agreement.

No Joint Venture, Partnership, Agency. This Agreement shall not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, or any employer-employee or borrowed servant relationship by and among the Parties hereto.

Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Texas, without giving effect to its conflict of laws provision, and venue for resolution of disputes shall lie in Brazoria County, Texas

Venue. Venue for any suit arising under this Agreement shall be Brazoria County, Texas.

Duplicate Originals. This Agreement may be executed in one or more duplicate originals, each of equal dignity.

Effective Date. This Agreement shall be effective on the later of the dates this Agreement is executed by the authorized representative of both Parties.

Warranty. By execution of this Agreement, the County and First State warrant that the duties accorded herein are within their respective powers and authority.

County and First State desire to cause to have constructed the Project on behalf of the County and First State.

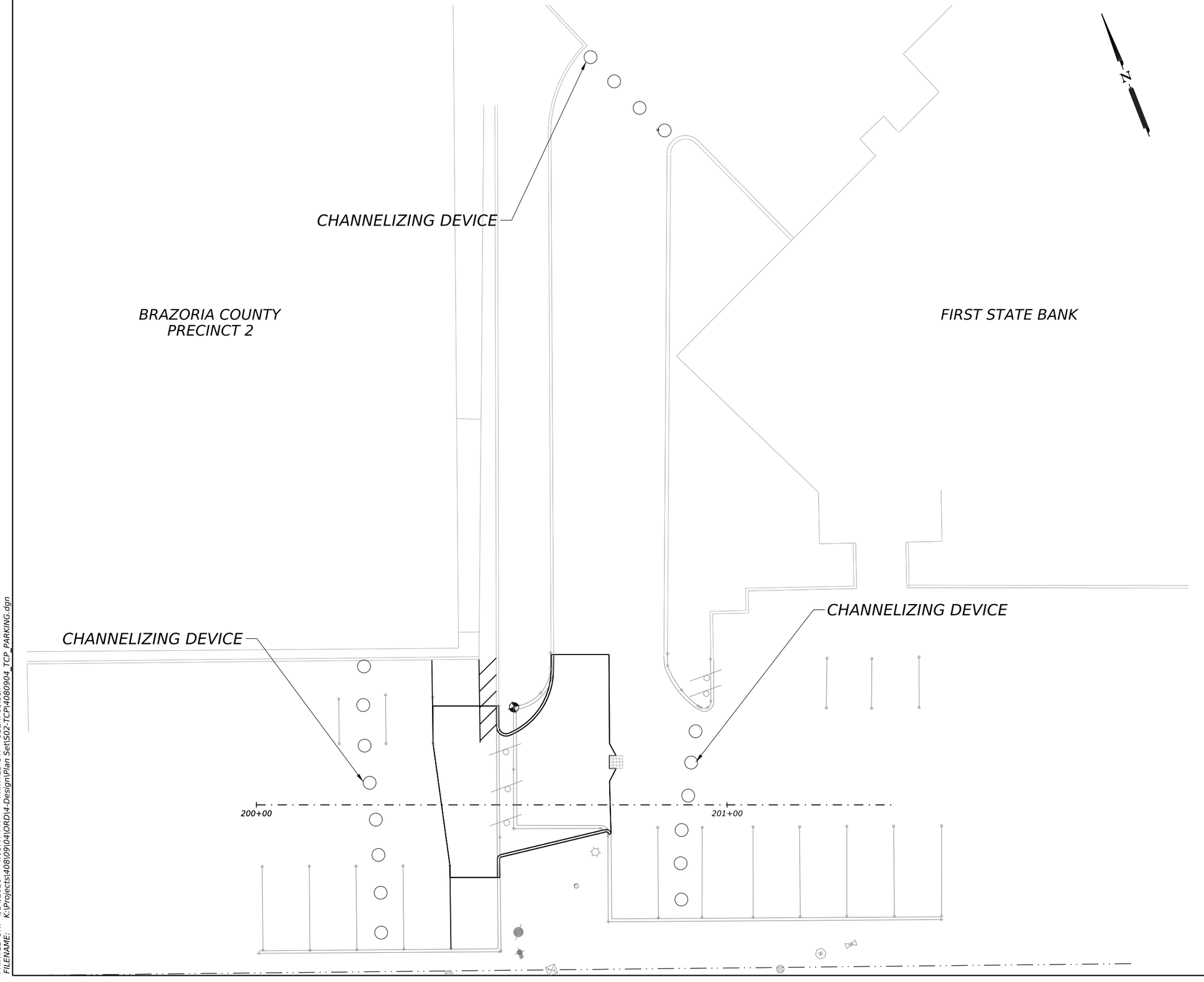
Executed this _____ day of _____, 2026.

BRAZORIA COUNTY, TEXAS	**FIRST STATE BANK**
By:_____	By:_____
L. M. "Matt" Sebesta, Jr.	Type Name:_ Aaron Groves
County Judge	Title: Director
Dated:_____	Dated:_____

Brazoria County Pct. 2 Office and First State Bank Project

Brazoria County
Engineering

Date Printed:
June 18, 2020



SEQUENCE OF WORK

1. THE CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI MOST RECENT EDITION OF "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND THE APPROVED TRAFFIC CONTROL PLANS.
2. ACCESS TO EXISTING BUSINESSES AND RESIDENCES SHALL BE MAINTAINED AT ALL TIMES.

DESIGN

STATE OF TEXAS
JULIAN GARCIA
127271
LICENSED
PROFESSIONAL ENGINEER

JULIAN GARCIA, P.E. — 4/14/2026 DATE

APPROVAL

STATE OF TEXAS
R MATTHEW ESTES
101558
LICENSED
PROFESSIONAL ENGINEER

R MATTHEW ESTES, P.E. — 4/14/2026 DATE

0 10 20 25
SCALE: 1"= 20'

REV. NO.	DATE	DESCRIPTION	BY

PAPE-DAWSON
2107 CityWest Blvd, 3rd Floor | Houston, TX 77042 | 713.428.2400
Texas Engineering Firm #470 | Texas Surveying Firm #10028800

BRAZORIA COUNTY, TEXAS

TRAFFIC CONTROL PLAN

SHEET 3 OF 3

DGN:	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.			HIGHWAY NO.
CHK DGN:		TEXAS				VAR
DWG:	DIST.	COUNTY	CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
CHK DWG:		BRAZORIA				794

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DGN MODEL: CL-Parking-1 - PARKING 20 [Sheet]
PRINTED BY: USER: oblack

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.11. **7/28/2026**

Non-Closure Emergency Policy

Approve the Brazoria County Non-Closure Emergency Policy. Effective date June 1, 2026.

BRAZORIA COUNTY POLICY
NON-CLOSURE EMERGENCY OPERATIONS

PURPOSE

1. The purpose of this policy is to outline pay procedures to be followed in the event of an emergency that may or may not result in a declaration of disaster. This policy applies to all employees, including both exempt and non-exempt personnel who work disaster related activities at times when there is no emergency closure of Brazoria County offices.

2. The local County authority shall be the County Judge, or in the County Judge's absence, the senior available County Commissioner or other County Commissioner if necessary.

PROVISIONS

3. When there is a short-term emergency event that affects Brazoria County, employees of the County may be required to work extended hours outside their normal scheduled workdays due to the emergency event. Because Brazoria County depends on employees who perform essential services, the ability of employees to report to and/or remain at work during these times is considered a job requirement. Short-term emergency events will be assessed on a case-by-case basis for the earning of overtime wages. The local County authority will determine whether the Non-closure Emergency policy will be applied to the earning of overtime wages or if the standard Brazoria County policy will apply. If the emergency only lasts a few hours, the standard Brazoria County policy subject to the Fair Labor Standards Act (FLSA) for overtime/ comp time earnings will apply.

4. If the local County authority decides that overtime pay is applicable for the emergency event, employees will not receive overtime wages until they have physically worked 40 hours in a workweek for a 40-hour FLSA schedule. For an 84-hour FLSA schedule, overtime wages will not be paid until the employee has worked 86 hours. Any leave taken during the pay week does not count for hours worked for the purpose of earning overtime wages. Any leave taken during the pay cycle will be reduced if the hours are not needed to make the employee whole. Brazoria County's pay week begins each Saturday for a 7-day FLSA pay group and begins each Saturday of the two-week pay period for a 14-day FLSA pay group. Following are examples:

    a. Nonexempt - 7-day FLSA – A Service Center equipment operator who is working a non-closure emergency event will receive regular hours for the first 40 hours worked during the pay week beginning on Saturday and ending on Friday. Any physically worked hours over 40 will be paid at one-and-one half (1-1/2) times their hourly FLSA rate of pay for all hours worked associated with the emergency event.

    b. Nonexempt – 14-day FLSA – A Sheriff's Deputy who is working a non-closure emergency event will receive regular hours for the first 86 hours worked during the two-week pay cycle beginning on Saturday and ending on the 2nd Friday of the two-

week period. Any physically worked hours over 86 hours will be paid at one-and-one half (1-1/2) time their hourly FLSA rate of pay for all hours worked associated with the emergency event.

c. Exempt – Exempt employees working during a short-term emergency event shall record those hours as regular hours and count any hours more than 40 as comparable time (hour for hour) to take later. Comparable time is not paid at time of separation from employment; it is void if unused.

5. **Time Reporting -** Employees are responsible for accurately recording their time actually worked and/or required during the emergency event. Employees must ensure correct project/job tasks are being used for their assignments on their timesheets. After the workweek is complete, employees are responsible for turning in a true and correct signed timesheet, which they have signed as accurate, to their supervisor for approval.

6. Below are the Time Reporting Codes to be used for employees working disaster-related duties:

   a. DDR – Disaster Regular – working on disaster related duties (non-exempt and hourly personnel)
   b. DRE – Disaster Regular – working on disaster related duties (exempt personnel)
   c. DDO – Disaster Overtime – any disaster related duties over 40 hours (BIW) or 86 hours (BSO)
   d. REG – Regular duties, non-disaster related

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.12. **7/28/2026**

Emergency Closure Policy

Approve the Brazoria County Emergency Closure Policy. Effective date June 1, 2026.

BRAZORIA COUNTY POLICY
EMERGENCY CLOSING OPERATIONS

PURPOSE

1. The purpose of this policy is to outline procedures to be followed in the event of a declaration of disaster or other emergency event during an emergency closing of Brazoria County operations. This policy will be in effect when the County Judge closes the County offices for business due to the emergency event. The County shall provide paid leave for "essential" and "nonessential" employees during an emergency closing.

2. Employees will be paid disaster pay when called upon to work during certain emergencies including, but not limited to:

   a. Hurricanes
   b. Tornadoes
   c. Floods
   d. Ice/snow storms
   e. significant windstorms
   f. Other acts of God
   g. Nuclear, chemical, and biological emergencies
   h. Terrorist attacks
   i. Any other emergency declared by a federal, state or local authority

   The local County authority shall be the County Judge, or in the County Judge's absence, the senior available County Commissioner or other County Commissioner if necessary.

3. Elected Officials/Department Heads, or other Designated Supervisors shall identify each essential employee according to the following Tiers:

   a. Tier I – pre-emergency event preparedness for emergency event
   b. Tier II – Emergency event occurring
   c. Tier III – Immediate recovery
   d. Tier IV – Certain employees return to duty before County reopens
   e. Tier V – Administrative

PROVISIONS – EMERGENCY CLOSING PAY

1. During an emergency closure of County offices due to declared disaster, all essential employees, who are required to work will be compensated at one-and-one half times (1-1/2) their hourly rate for all hours worked during the emergency. The compensation for exempt employees will be treated as its hourly equivalent for this calculation.

2. The "emergency closure pay" shall be in addition to pay for the employee's regularly

scheduled hours, which are excused due to the emergency closure.

3. During the declared disaster, worked hours must be strictly recorded on the special disaster timesheet, (see attached Exhibit A) to specifically state the hours the employee actually worked. (Service Center employees shall use their normal timesheet.)

4. The term "actually worked" means time actively engaged in physical or mental exertion related to the County's business at the direction and control of the Elected Official, Department Head, other Designated Supervisor, or Commissioners Court. This may include time the employee is either on the County's premises or, if approved, actively engaged in the same manner in the County's business off premises.

5. The term "actually worked" shall include stand-by and stand-by/sleep time as recognized under the Fair Labor Standards Act (FLSA) only in instances where the employee is required by the Elected Official, their Department Head, other Designated Supervisor, or Commissioners Court to stay on County premises engaged to wait on instructions to work and the employee does, in fact, stand by and/or sleep on the County premises. Following are examples for each FLSA classification:

    a. Exempt - 7-day FLSA – A Sheriff's Office captain who is designated as an essential employee during an emergency closure will receive their regular scheduled hours as excused pay (EXC-Excused hours) plus one-and-one half times (1-1/2) their hourly rate for all hours worked during the emergency which will be recorded as DDO-Declaration Disaster Overtime. Their regular salary will be converted to an equivalent hourly rate of pay. Employees will record their hours actually worked on the special disaster timesheet and remit to Human Resources.

    b. Nonexempt - 7-day FLSA – A Service Center equipment operator who is designated as an essential employee during an emergency closure will receive the number of hours of excused pay (EXC) for each normally scheduled workday plus one-and-one half times (1-1/2) their hourly rate of pay for all hours actually worked (DDO) during the emergency closure. Employees will record their hours actually worked on their normal timesheet and remit to Human Resources.

    c. Sheriff's deputies - 14 day FLSA - who are designated as essential employees during an emergency closure and whose work week is based on a 14 consecutive-day work period with a maximum of 86 hours of straight-time pay, will receive the number of hours of excused pay (EXC) for each normally scheduled workday, plus one-and-one half times (1-1/2) their hourly rate of pay for all hours actually worked (DDO) during the emergency closure. Employees will record their hours actually worked on the special disaster timesheet and remit to Human Resources.

    d. The maximum number of work hours which may be recorded for any workday is 24 hours during the first 72 hours of the emergency closure and 18 hours per day thereafter.

    e. Elected officials will receive their normal pay.

f. Temporary employees will not receive excused pay (EXC) but will receive one-and-one half times (1-1/2) their hourly rate of pay for all hours actually worked (DDO) during the emergency closure.

6. **Closure of Non-County Owned Building -** If an employee works in a non-County owned building which is closed for business due to an emergency event and if the employee(s) cannot be utilized by the department at a different location, then the employee(s) will be compensated for their regular scheduled hours as excused pay (EXC). Excused pay hours cannot be earned or considered as compensatory time or overtime hours.

7. **Reserve Deputy Pay -** Paid reserve deputies that serve under the Sheriff's Department and Constable's Departments, working the emergency closure, will be compensated at the equivalent Grade of a Patrol Deputy/Constable Deputy, Step 3 on the Brazoria County Pay Schedule for the current fiscal year. If the emergency closure encompasses a full month and the reserve deputy has been compensated for the emergency closure hours, no standard reserve pay will be paid for that month.

8. **Non-Disaster Related Work -** Department heads must approve, in writing, all non-disaster related work prior to an employee working during an emergency closure of County offices. Any approved non-disaster work hours will be paid at the employee's regular rate of pay in addition to their regular pay for excused pay (EXC) hours, resulting in a two-times total pay rate for hours worked during the emergency closing. 24-7 detention facilities and first-responder positions are exempt from this requirement.

ESSENTIAL EMPLOYEES

1. County employees who are classified as "essential" and who are necessary to provide for the safety and well-being of the general public or are otherwise necessary for the restoration of vital service and fail to report to work as scheduled during an emergency closure event may be subject to disciplinary action, up to and including job termination.

2. All essential employees must be designated, including the Tier categories assigned, and made aware of their assignments prior to an emergency. A list of essential employees, including the Tier assignment, shall be provided to the Emergency Management Coordinator on or about April 1 each year and updated at the time of an emergency closure. Essential employees are those who are required to stay or report to their assigned areas performing necessary tasks during the emergency, or those who are required to return to work after an immediate threat is over. Such personnel may include deputy sheriffs, detention officers, deputy constables, Emergency Management staff, Service Center personnel, building and parks Maintenance personnel, Airport personnel, Public Health/Environmental personnel, and a limited number of support department personnel (Human Resources, Purchasing, Auditor's Office, and Information Systems). In the event an unpredictable situation occurs, Brazoria County reserves the right to require employees to be designated on an *ad hoc* basis as essential personnel. In these rare cases, the

department head/elected official will make every effort to give as much notice as possible to the affected employees.

NON-ESSENTIAL EMPLOYEE LEAVE AND PAY

1. Regular full-time and regular part-time employees on a fixed schedule with nonessential job duties will be granted administrative leave (EXC-Excused) for the duration of the emergency closing. Nonessential employees will be compensated at their regular hourly rate of pay for the hours the employees would have worked if not for the emergency closing. Temporary employees are not paid administrative leave.

2. Any employee who is scheduled to be absent from work on sick leave, sick pool, vacation, compensatory time off funeral leave, workers' compensation, in a no-pay status, or disciplinary leave shall have their leave recorded as such. If an emergency closure should occur when the employee is scheduled to return from leave, the employee will be granted administrative leave (EXC-Excused) for that day and thereafter for the duration of the emergency closure. An employee may not change the classification of their previously scheduled absence during an emergency closure.

END OF CLOSURE

1. When the emergency closure ends, all employees are expected to report to work as scheduled. Excused pay for employees will end on the day the County reopens for business. Employees who do not return to work at the end of the County closure must use their own vacation hours and/or comp hours. Sick hours cannot be used immediately after an emergency closure unless a doctor's excuse can be provided for all days the employee was absent from work from the time when the County reopened for business. If the employee does not have any paid leave available, the employee will not be compensated, and No-Pay hours will be recorded for those days.

2. When the emergency closure ends and the County has opened for business to the public, employees still working the emergency event will be paid according to the non-closure emergency policy. Any hours earned during the emergency closure (DDO) will not count towards hours worked for the purpose of earning comp time or overtime wages.

SUPERVISOR'S RESPONSIBILITY

3. Supervisors must assist in the consistent and fair application and implementation of this policy. Supervisors are expected to responsibly consider the needs of the County and necessary staffing levels during the closure. Supervisors should avoid overscheduling as it can lead to unnecessary personnel costs to the County which will <u>not</u> be reimbursed by FEMA.

4. Supervisors must develop and maintain the list of essential employees within their department. Supervisors are responsible for certain essential functions with the help of employees whose job function has been designated as essential in an emergency.

5. Supervisors must stay up to date of the ongoing emergency situation by staying in contact with their Court liaison and by monitoring the Brazoria County webpage and other Brazoria County social media pages.

6. Supervisors must remain in contact with their employees regarding assignments and return to duty information.

7. Supervisors must track, approve and submit all employees' time worked and not worked during the emergency closure, on the appropriate timesheet, to the Human Resources Payroll department.

8. Supervisors must document and recommend disciplinary action resulting from any violations of this policy.

EMPLOYEE'S RESPONSIBILITY

1. Employees designated by their Department Head or elected official as essential personnel are required to report to and/or remain in the County on the job or at a designated location during an emergency and shall perform job duties, which may be outside the scope of their normal duties, as needed and directed by the department head or elected official during a County closing.

2. Employees designated by their department head or elected official as non-essential personnel are required to remain in contact with their supervisor regarding assignments and return to duty information. Non-essential employees may be deemed essential if more staff becomes necessary during the closure to assist in the preservation and restoration of essential public services required for the health, safety and quality of life within the County. During the emergency closure, it is possible that non-essential personnel will be needed after the immediate crisis is over for reestablishment of County operations and repairing the office to a pre-disaster state. Employees who are called into work during this time will be paid according to the emergency closure policy. Employees who refuse to report to work as assigned during an emergency closure event may be subject to disciplinary action, up to and including job termination.

3. Employees are responsible for accurately recording their time actually worked and/or required during the emergency closure. Employees must ensure correct project/job tasks are being used for their assignments on their timesheets. After the work week is complete, employees are responsible for turning in a true and correct, signed timesheet, which they have signed as accurate, to their supervisor for approval.

LINE OF SUCCESSION

1. The line of succession for the Brazoria County Judge is:

    a. The County Judge

b. The Senior County Commissioner
c. The next Senior County Commissioner

2. The line of succession for the Emergency Management Coordinator is:

    a. The County Emergency Management Coordinator
    b. The County Emergency Management Coordinator Assistant
    c. The Fire Marshal

TIME REPORTING

1. Below are the time reporting codes to be used by employees working disaster related duties:

    a. EXC – Excused Non-Exempt – regular work schedule (no overtime/revised schedule)
    b. EXE – Excused Exempt – regular work schedule
    c. DDO – Disaster Overtime any disaster related duties over 40 hours (BIW) or 86 hours (BSO)

2. The County reserves the right to amend, change, or delete this policy at any time, with or without prior notice. Furthermore, this policy does not grant a right or benefit to any employee, either expressed or implied, that in any way alters the "at will" basis of employment that is intended by the County.

BRAZORIA COUNTY
Disaster Timesheet

EMPLOYEE NAME: _____

EMPLOYEE ID #: _____

EMPLOYEE SIGNATURE: _____

SUPERVISOR'S SIGNATURE: _____

TRC Code Legend

DDO = Declared Disaster Overtime
DDR = Declared Disaster Regular Time
DRE = Declared Disaster Regular Time Exempt
EXC = Excused Absence
REG = Regular Time
EXE = Excused Absence Exempt

Date	Location (Cnty Rd, Bldg, etc.)	Hours	TRC Code	Description of work done	Equip./ Unit #	Mileage	
						Start	End

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.13. **7/28/2026**

Request to Use Gulf of Mexico Energy Security Act (GOMESA) State Funding for Fish Stocking Services

The Parks Department requests approval to utilize Gulf of Mexico Energy Security Act (GOMESA) funding to purchase fish stocking services from Danbury Fish Farms, in an amount not to exceed $8,920.00, for the lakes and ponds located at Camp Mohawk County Park, Resoft County Park, and Parks Headquarters.

Danbury Fish Farms Inc

PO Box 528
Danbury, Tx 77534

Sales Order

Date	S.O. No.
7/1/2026	12271

Name / Address	Ship To
Brazoria County 111 E. Locust Ste 303 Angleton, TX 77515 979-864-1854	Camp Mohawk Park Lake 110 CR 193 Alvin, TX 77511 512-699-1784 Brian Frazier

Project	Camp Mohawk	Pymt Method	

P.O. No.	Rep	Ship Via	Ship Date	Trip Num	Pond Size/Acr...	Ship County	Ship Town
	KR		7/1/2026		2.5		Alvin

Ordered	U/M	Description	Price	Invoiced	Shipped	Amount
1,000	ea	4.5"-5.5" Coppernose Bluegill Sunfish	1.69	0		1,690.00
1		Delivery	100.00	0		100.00

Subtotal	$1,790.00
Sales Tax (6.75%)	$0.00
Total	$1,790.00
Balance Due	$1,790.00
Prepayments	$0.00

Terms and Conditions: The above prices are based on availability and are subject to change without notice. The Buyer will be notified of the delivery date and estimated time. Once scheduled, the Buyer is responsible for receiving the delivery unless any changes are made at least 24 hours prior to delivery date.
Due to the many variable factors affecting live fish deliveries, scheduled times may vary, sometimes as much as two (2) hours or more, early or late! Deliveries are scheduled when there is a full truck load in the customer's area.

Signature _____

Phone #
979-922-8414

E-mail	Web Site
KAY.ROY@DANBURYFISHFARMS.COM	www.danburyfishfarms.com

Danbury Fish Farms Inc

PO Box 528
Danbury, Tx 77534

Sales Order

Date	S.O. No.
7/1/2026	12270

Name / Address	Ship To
Brazoria County 111 E. Locust Ste 303 Angleton, TX 77515 979-864-1854	Resoft County Park Lake 349 County Road 281 Alvin, TX 77511 512-699-1784 Brian Frazier

Project	Resoft Park	Pymt Method	

P.O. No.	Rep	Ship Via	Ship Date	Trip Num	Pond Size/Acr...	Ship County	Ship Town
	KR		7/1/2026		7.0		

Ordered	U/M	Description	Price	Invoiced	Shipped	Amount
50	Thous...	Fathead Minnows/per Thousand	35.00	0		1,750.00
2,000	ea	4.5"-5.5" Coppernose Bluegill Sunfish	1.69	0		3,380.00
1		Delivery	150.00	0		150.00

Subtotal	$5,280.00
Sales Tax (6.75%)	$0.00
Total	$5,280.00
Balance Due	$5,280.00
Prepayments	$0.00

Terms and Conditions: The above prices are based on availability and are subject to change without notice. The Buyer will be notified of the delivery date and estimated time. Once scheduled, the Buyer is responsible for receiving the delivery unless any changes are made at least 24 hours prior to delivery date.
Due to the many variable factors affecting live fish deliveries, scheduled times may vary, sometimes as much as two (2) hours or more, early or late! Deliveries are scheduled when there is a full truck load in the customer's area.

Signature _____

Phone #
979-922-8414

E-mail	Web Site
KAY.ROY@DANBURYFISHFARMS.COM	www.danburyfishfarms.com

Danbury Fish Farms Inc

PO Box 528
Danbury, Tx 77534

Sales Order

Date	S.O. No.
7/1/2026	12272

Name / Address	Ship To
Parks Department Headquarters 41871 SH 288 Angleton, TX 77515	Parks Dept. Headquarters 41871 SH 288 Angleton, TX 77515 Brian Frazier-512-699-1784

Project	BrazoriaCountyParksHeadquarters	Pymt Method	

P.O. No.	Rep	Ship Via	Ship Date	Trip Num	Pond Size/Acr...	Ship County	Ship Town
	KZ		7/1/2026	26-			

Ordered	U/M	Description	Price	Invoiced	Shipped	Amount
50	Thous...	Fathead Minnows/per Thousand	35.00	0		1,750.00
1		Delivery	100.00	0		100.00

Subtotal	$1,850.00
Sales Tax (6.75%)	$0.00
Total	$1,850.00
Balance Due	$1,850.00
Prepayments	$0.00

Terms and Conditions: The above prices are based on availability and are subject to change without notice. The Buyer will be notified of the delivery date and estimated time. Once scheduled, the Buyer is responsible for receiving the delivery unless any changes are made at least 24 hours prior to delivery date.
Due to the many variable factors affecting live fish deliveries, scheduled times may vary, sometimes as much as two (2) hours or more, early or late! Deliveries are scheduled when there is a full truck load in the customer's area.

Signature _____

Phone #
979-922-8414

E-mail	Web Site
KAY.ROY@DANBURYFISHFARMS.COM	www.danburyfishfarms.com

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.14. **7/28/2026**

Award RFSQ #26-44 Design Services for Parks Headquarters Outdoor Target Range

Upon recommendation of the evaluation committee, award “RFSQ #26-44 Design Services for Parks Headquarters Outdoor Target Range Development Grant Project Number: WR-TX W-25100” to the highest ranked vendor who submitted the best evaluated offer meeting our specifications and scope of work, for a negotiated amount of $241,381.00.

In addition, design services will utilize funding by the Texas Parks and Wildlife Department partnering with The Office of Conservation Investment along with funds from the department’s approved Fiscal Year 2026 budget.

Further, that the County Judge is authorized to sign any documents or amendments related to this agreement; and that the final documents be authorized to attach to the Minutes.

CSP #26-44 Award Summary

A total of five thousand two hundred and ninety-one (5291) vendors were notified of our solicitation which was posted on the Bonfire electronic procurement portal, as well as posted on the Electronic Business Daily (ESBD) website and advertised in The Facts. There were one hundred and thirty-one (131) document takers resulting in five (5) submissions.

Upon review of the responses received and per the recommendation of the evaluation committee, award "RFSQ #26-44 Design Services for Parks Headquarters Outdoor Target Range Development Grant Project Number:WR-TX W-25100" to the highest ranked vendor, iAD Architects of Lake Jackson, TX, who submitted the best evaluated offer meeting our specifications and scope of work, for a negotiated amount of $241,381.00. The total cost includes design services and reimbursable expenses.

Evaluation Committee
Bryan Frazier, Parks Department
Chad Davenport, Parks Department
Lydia Ortiz, Parks Department
Allen Murphy, Parks Department
Nathan Murphy, Parks Department
Kimberly Peck, Auditor's Office designee
Casey Greathouse, Purchasing Department designee (non-voting member)

Integrated Architecture & Design

107 West Way, Suite 16
Lake Jackson, Texas 77566
979.297.1411 p. 979.297.1418 f.
www.iadarchitects.com

July 1, 2026
July 14, 2026 Revision 01

Ms. Casey Greathouse
Contract Specialist
Brazoria County Purchasing
(Sent via email to: CaseyG@brazoriacountytx.gov)

Dear Ms. Greathouse,

Thank you for the notification that iAD Architects received the highest evaluated score from the recent RFSQ for this project. We are also grateful for the opportunity to submit our proposal for the proposed Brazoria County Parks Headquarters Outdoor Target Range for your review and consideration.

PROJECT SCOPE

As a result of the information provided as part of the RFSQ, previous meetings on site and discussions with the project end user, we understand that the project scope will include the following:

- Work with Brazoria County Parks Department to develop an approved conceptual floor and site plan that identify a new outdoor archery shooting range on the current site of the Brazoria County Parks Headquarters campus. This new facility will include a covered area to protect up to twenty archery shooting lanes*, include a covered spectator seating area for terraced seats*, a new single-story pre-engineered metal building (PEMB) of approximately 1,000 sq. ft. *to include a wash/sink station and ventilation and* to be used as a storage facility, a new parking area for the shooting range, and earthen berms and safety fence elements to protect the adjacent function of the site.
- *Civil/utility services to extend underground service to new expansion area and allow for future CXT Restroom/Shower area connections.*
- Conceptual drawings submitted to us indicated an initial layout of the elements defined above. We will work with the Parks Department to verify this meets the long-term needs and the approved construction budget for this project.
- Upon an Owner-approved Schematic Design package, we will work with the Parks Department and all relevant stakeholders to develop a complete Design Development package, incorporating initial work from our professional consulting engineers as identified below, and address associated site amenities, including utilities, parking, and vehicular circulation, in, off and throughout the site.
- Upon an Owner-approved Design Development package, we will develop complete Construction Documents for the permitting and construction of the new facility and the associated site developments.

SCOPE OF BASIC SERVICES

Per your request, we understand that the professional service scope of work requested for this project shall include design and coordination of the following disciplines:

- Architectural Design and Construction Contract Documents
- Structural Engineering (complete for covered canopy; foundation only for storage building – PEMB structure by manufacturer)
- Windstorm Engineering
- Mechanical/Electrical/Plumbing Engineering
- Civil Engineering
- Surveying
- Geotechnical Services
- Environmental Site and Cultural Assessments set forth in the RFSQ
- Construction Materials Testing (allowance of $30,000)
- *Coordination meetings with Texas Parks & Wildlife Department*
- *Coordination meetings with Texas State Archery Association*
- *Coordination and accommodate field studies and research of similar facilities*
- *Coordinate and provide for building permits.*

The professional disciplines identified above shall design and develop complete design/bid documents for the above-mentioned development.

All work will be designed and specified to comply with all local building codes, including all state and national accessibility standards.

Deliverables for this proposed scope of work will include submittals of design and engineering drawings for your review, along with all members of the design team. We anticipate submittal milestones to include complete Schematic Design, complete Design Development, and a 100% Construction Documents package. Upon completion of the design phase, we will deliver final construction documents and specifications to you for competitive bidding with your general contractor.

We understand that we are requested to include Construction Administration services at this time, and therefore, we have included fees for this scope of work as part of this proposal.

This proposal does not include replatting efforts (if required), the design or delivery of any low voltage systems, such as I.T./data/security systems, audio visual systems, or landscape/irrigation. We will be pleased to coordinate these services for you, if requested, and invoice you as an additional service addressed in our Per Diem Rate Schedule.

COMPENSATION FOR SERVICES

Compensation to Integrated Architecture & Design, LLC, for the above-stated scope of work is proposed at a fixed fee of *$236,536.00. (Two hundred thirty-six thousand, five hundred and thirty-six dollars)*. This amount is inclusive of the professional consulting services identified above.

Anticipated project related reimbursable expenses such as accessibility reviews and inspections, travel, printing/plotting, and deliveries, are included as a part of this proposal and are projected at an amount of $4,845.00.

On-site accessibility inspections are required by the State of Texas and are included within our reimbursable amount. We are happy to coordinate this for you upon successful completion of the project.

At your request, we will be pleased to submit an AIA B101 – 2017 Document “Standard Form of Agreement Between Owner and Architect” for your review and consideration to formalize this agreement beyond this proposal letter.

This proposal will remain valid for 90 days.

PAYMENT

Invoicing shall be monthly based on completed work at the time of invoicing or at the completion stage of each phase of the design agreement. Terms shall be net 30 days.

ADDITIONAL SERVICES

The following are examples of architectural services not included as a part of Basic Services under this proposal:

- Services due to significant changes in scope of the Project or its design, including but not limited to, changes in size, complexity, schedule, or type of construction based on the descriptions of scope in this proposal.
- Revising documents and specifications which the Owner has previously approved or when changes are due to causes beyond the control of the Architect. Special meetings for changes of this type will also be Additional Services.
- Preparation of design documents for alternate systems or for out-of-sequence work requested by the Owner.
- Providing design services relating to future facilities, systems, and equipment, which are not intended to be constructed or operated as a part of the Project.
- Providing design for value engineering of the project after the drawings have been submitted, reviewed, and approved.
- Any reimbursable expenses associated with additional services defined above.

Upon request and written authorization by the Owner, Architect will provide these services as Additional Services. Billing for Additional Services shall be as per the attached Per Diem Rate Schedule. No additional services will be provided or invoiced without the Owner’s consent.

EXECUTION

Should this proposal meet your approval, please duplicate this proposal, execute both copies; retain one for your records and return the other to our office.

Thank you again for considering iAD Architects and for the opportunity to submit this proposal. We look forward to working with you on this project.

Should you have any questions, please do not hesitate to call.

Best regards,

Brent K. Bowles, AIA
Principal, iAD Architects

Accepted by: _____ Date: _____
(Signature)

Organization: _____

Title: _____

Integrated Architecture & Design

107 West Way, Suite 16
Lake Jackson, Texas 77566
979.297.1411 p. 979.297.1418 f.
www.iadarchitects.com

PER DIEM RATE SCHEDULE

As of January 1, 2026

Please note that all architectural, design and other related professional services agreed to be compensated via terms of a Per Diem Rate shall be as follows below, and that such rates will be in effect as of the above-mentioned date on all projects in which Integrated Architecture & Design performs professional services:

Integrated Architecture & Design Staff	**Rate**
Architect/Principal	$200.00/hour
Associate/Architect	$150.00/hour
Associate/Production	$100.00/hour
Draftsman/Production	$85.00/hour
Clerical	$60.00/hour

Direct non-labor expenses, such as printing, plotting, reproduction of all project correspondence and contract documents or similar documents, postage, freight, express delivery, photography, and/or travel shall be considered as a Reimbursable Expense and subject to invoice to the client with a multiplier of 1.10.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. TBAE, 505 E. Huntland Dr., Austin, TX 78701. p.512.305.9000
email: EnforcementDepartment@tbae.texas.gov

26-44 - Design Services for Parks Headquarters Outdoor Target Range Development Grant Project Number WR-TX-W 25100

Scoring Summary

Active Submissions

	Total	Technical Approach	Experience and References	Workload Capacity	Professional Qualifications and Individual Experience
Supplier	/ 100 pts	/ 20 pts	/ 40 pts	/ 10 pts	/ 30 pts
iAD Architects	89.83	18.5	35.83	8	27.5
Huitt-Zollars, Inc.	85	17.17	33.83	8.5	25.5
Bowman Consulting Group Ltd	85	19.33	29.67	7.167	28.83
Negrete Kolar Architects LLP	84.5	15.5	34.5	8.667	25.83
JRH Engineering & Environmental Services Inc.	72.5	15.17	25.5	7.5	24.33

1983fields@gmail.com
1bellevuecrecm@gmail.com
365buildersllc.ops@gmail.com
4d7Inc@gmail.com
76gfxpro@gmail.com
_Texas_Marketing@hwlochner.com
A.abbas@peractus.com
a.oji@sbcglobal.net
a.prince@lsisurvey.com
aa@fitzpatrickarchitects.com
aa@usgeoace.com
aadams@fargotexas.com
aalanis@legnainternational.com
aaldana@aetdengineers.com
aalvarez@entech-us.com
aamir@cive.com
aarif@augmentingdesign.com
aaron@6cconstruction.com
aaronh@clearyzimmermann.com
aarpconsultants@gmail.com
abarrera@heffnerdesignteam.com
abarton@blocdesign.com
abatson@carollo.com
abbaconstructionusa@gmail.com
abby.halder@projexel.vet
abe@abecocontracting.com
abe@frontierstrategiestx.com
abeacham@landdesign.com
Abechdikian@pathcc.com
abiodun3000x@gmail.com
abolmaali@tferi.com
abolton@capstonemechanical.com
abowen@chapman.engineering
abrundage@dallas-habitat.org
abryant@agileadconsulting.com
abryant@landtech-inc.com
absolutelyamazingalkalineh2o@gmail.com
abuckson@bucksonla.com
acarmichael@infrasense.com
access@acglp.com
accounting@aztecadesigns.com
accounting@cstcorp.net
accounting@griffincg.com
accounting@madebymint.com
accounting@marfield.com
accounting@safran.com
accounting@wurzelbuilders.com
accounts@aprime.io
accounts@skinfotech.us
accountspayable@evolvingtexas.com
accountspayable@rdelec.biz
achakraborty@vias3d.com
achavez@iimgt.com
acheves@redoak-construction.com
ackujawa@vitallinkinc.com
aclay@blockcompanies.com
acmichel@urbansystems.com
acoco@parkhill.com
acoolidge@broderickdean.com
acostafs@tsiglobal.org
acotton@glstexas.com
Acrockett@ascend-ce.com
acurtis@teksync.com
adam.shepherd@goenergistics.com
adam@pflugerbuilders.com
adam@zimmermanufacturing.com
adeel@kmceinc.com
adeel@picopropane.com
adefelice@amplusagency.com
adekunle@omoyosi.com
adelarosa@ldcm-solutions.com
adewunmilewis@yahoo.com
admin@911tacmed.com
admin@abri-consulting.com
admin@arm-cg.com
admin@bpovate.com
ADMIN@CARTERDESIGN.NET
admin@clickeng.com
admin@Crescentengr.com
admin@dreamongroup.com
admin@eai-industries.com
admin@epicbt.com
admin@goodguytaxgroup.com
admin@hcengineer.com
Admin@hindsightdesigns.com
admin@htownengineers.com
admin@jmvdevelopment.net
admin@k3salesandservices.com
admin@kcjdesignco.com
admin@ladylibertyflag.com
admin@mas-civil.com
ADMIN@MINDFULDESIGNSPACE.COM
admin@monarch-unlimited.com
admin@murfturf.net
admin@mvpcontract.com
admin@mzaconsults.org
admin@nerdspeakdesign.com
admin@novus-its.com
admin@peawer.com
admin@pirtekplanosouth.com
admin@plan.design
Admin@ramirez-simon.com
admin@rlwaengineers.com
admin@solarutopia.us
admin@sowells-engr.com
admin@tonic3.com
admin@tuconllc.com
admin@vaderrey.com
admin@wearemindfulmedia.com
admin@westpointengineers.com
admin_RFP@emkoseng.com
adoucet@kleinfelder.com
adrian.felix@freese.com
adrian.lozano@jacobs.com
Adrian@elitehomesatx.com
adrian@fcdelrio.com
adrienne@ablsolutionstx.com
adrienne@abventuredesigns.com
adudley@dudleyeng.com
advantedgetechllc@gmail.com
aebouletllc@aeboulet.com
aelsheikh@tql.com
aeyster@dci-engineers.com
af@aostexas.com
af@hebgorr.com
afaaffordablehomes@gmail.com
afarias@architectsstudiotx.com
AFarragher@mantisinnovation.com
afisu@apmtexas.com
afoley@tricoeur.com
afrias@ecslimited.com
ag@garebac.com
ag@warptag.com
agarcia@nexitgroup.com
agarza@ag3-group.com

agarza@ardurra.com
agarza@azb-engrs.com
agollinger@indcom.net
agonzalez@ag3-group.com
agoudie@cobbfendley.com
agsllc.contact@gmail.com
agupta@salientglobaltech.com
aharrington@bhbinc.com
ahawkins@ariasinc.com
aheffner@heffnerdesignteam.com
ahenson@weeyacom.com
ahernandez@jdmatexas.com
ahlivak@elkus-manfredi.com
ahmed@rivus.us
ahmed@rivusllc.com
aholloway@parkhill.com
ahuang@stellarservices.com
aimeem@novalg.com
aisha@b2zeng.com
ajitg@terra-eng.com
ajknight@dailyinst.com
akang@tnpinc.com
Akarr@lja.com
akearney@tnpinc.com
akeefer@manhard.com
akelly@olsson.com
akelly@rtg-texas.com
akimes@adkarchitects.com
akumar@programcontrolsinc.com
akwan@glumac.com
al@airagency.us
al@asp-contracting.com
aladouceur@div-eng.com
alaguilar@arcplanning.com
alamanna@dccm.com
alan.knox@reacharchitects.com
alan.leak@respec.com
Alan@carmenroofing.com
alandy@carollo.com
alane@hksinc.com
albert@esas-llc.com
alberto@nuraamigroup.com
albertogcllc@gmail.com
ALCOEP@SBCGLOBAL.NET
aldridge@mcadamsco.com
alec.luong@projectluong.com
alec.vais@minutemanst.com
alehr@ssr-inc.com
alejandro@diprenta.com
alex.dawotola@heneco.com
alex.ferguson@bwtservices.com
alex.mebrahtu@aptim.com
alex.omeke@secureoperatingsolutions.com
alex@liveoaktraffic.com
alex@superiorsignandlighting.com
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alexis@jraf-studio.com
alfonso.quinonez@intertek.com
alfredo.dominguez@dmzsystems.co
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ali.shaibany@abrajconstruction.com
alice@azseg.com
alicelawncare@yahoo.com
alisha.hamilton@occfiber.com
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alishabee4u@gmail.com
alisonr@resourcesforlearning.net
AlistoRFP@alisto.com
allan.callo@syscontek.com
allan@dlportconstruction.com
allen.crozier@hdrinc.com
allen.dejonge@infinityservicesllc.com
allen.mathews@aspenepc.com
allen@championsdesign.com
alliewilliams@callmc.com
allison.gibson@h2bengineers.com
allison@clo2ix.com
allison@orca346.com
alm@industrialsystems-inc.com
alma@market-good.com
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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.1. **7/28/2026**

Discuss Potential Litigation

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.2. **7/28/2026**

Consultation with Attorney

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.3. **7/28/2026**

Discuss Settlement in Cause No. 140293-CV

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.4. **7/28/2026**

Discuss Lease of Airport Property

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.5. **7/28/2026**

Deliberate the Purchase of Real Property

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.6. **7/28/2026**

Discussion Regarding Tax Abatement

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. L.1. **7/28/2026**

Quarterly 457(b) Voya Plan Review