BRAZORIA COUNTY COMMISSIONERS COURT

MINUTES

BE IT REMEMBERED THAT ON FEBRUARY 24, 2026, THERE WAS BEGUN AND HOLDEN A SPECIAL SESSION OF COMMISSIONERS COURT.

A. CALL TO ORDER

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

B. ROLL CALL

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

C. INVOCATION & PLEDGE OF ALLEGIANCE BY COMMISSIONER ADAMS

D. APPROVAL OF MINUTES

D.1. Commissioners Court Regular Session February 10, 2026 9:00 AM

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

E. PUBLIC APPEARANCES

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

F. PROCLAMATIONS/RESOLUTIONS

F.1. Proclamation - American Red Cross

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

G. FORMAL REPORTS AND APPEARANCES - NONE

H. CONSENT

PASSED THE CONSENT AGENDA

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

County Clerk

H.1. Deputation in the County Clerk's Office

District Attorney

H.2. Order Setting Hearing Date - Brazoria County Reinvestment Zone No. 26-01

H.3. Order Setting Hearing Date - Tax Abatement Application of Bulldog Power LLC - Brazoria County Reinvestment Zone No. 26-01

H.4. Order Setting Hearing Date - Tax Abatement Application of Bulldog Power 2 LLC - Brazoria County Reinvestment Zone No. 26-01

H.5. Order Setting Hearing Date - Tax Abatement Application of Old Ocean Datacenter LLC - Brazoria County Reinvestment Zone No. 26-01

H.6. Order Setting Hearing Date - Tax Abatement Application of Old Ocean Datacenter 2 LLC - Brazoria County Reinvestment Zone No. 26-01

H.7. Appointment to the Brazoria County Emergency Services District No. 4

District Courts

H.8. Out of State Travel - Specialty Court Teams

Sheriff's Office

H.9. Operation Stonegarden Grant Renewal

Tax Assessor - Collector

H.10. Waiver of Penalty and Interest on Delinquent Taxes

H.11. Monthly Collections Report for January 2026

Auditor

H.12. Payment of Bills

H.13. FY 2026: Line Item Transfer

H.14. FY 2026: Additional Funds

H.15. FY 2026: Line-Item Transfer

CDBG/HUD/Welfare Department

H.16. Monthly Welfare Reports

H.17. Monthly Section 8 Reports

Engineer

H.18. Interlocal Agreement with Brazoria County and the City of Pearland

H.19. Final Acceptance of Roads - Sierra Vista Section 1 - Abstract 288 (Precinct 4)

H.20. Final Acceptance of Roads - Sierra Vista Section 2 - Abstract 288 (Precinct 4)

H.21. Exception to Subdivision Platting for David E. Mouton (Precinct 1)

H.22. Exception to Subdivision Platting for Brian Keith Craft, Mark Jeremy Craft and Christine E. Craft (Precinct 4)

H.23. Projects Under Blanket Interlocal Agreements for Direct Assistance to Cities and Towns

Health

H.24. Out of State Travel

H.25. Out of State Travel

Information Systems

H.26. Artificial Intelligence (AI) Use Policy

Library

H.27. Brazoria County Library System's Annual Report for Accreditation by the Texas State Library and Archives Commission (TSLAC)

Purchasing Department

H.28. Reject proposals for CSP #26-20 Replacement Bridge Hanson-Beal Complex for Hanson Riverside County Park

H.29. Renew RFP #23-50 Multifunction Devices for Library Patron Use

H.30. Amendment to RFP #22-43 Generator Service and Emergency Rental

H.31. Renew RFP #19-16 Aviation Fuel for the Airport

H.32. Amend Court Order H.33 Dated February 10, 2026 Renew Maintenance and Support Services for Odyssey / Tyler Products

H.33. Advertise Bids for Solar Road Reconstruction Package I CR 722, CR 4 and CR 5

H.34. Advertise for Bids for Solar Road Reconstruction Package II-CR 23

H.35. Transfer of Surplus Vehicle

H.36. Sell Surplus Vehicles

H.37. Agreement for C #26-43 Medical Oversight to TB Clients

H.38. Renewal of Pollution Liability Insurance

H.39. Sale of Surplus Law Enforcement Equipment

H.40. Amend Contract with Carr, Riggs, & Ingram, L.L.C.

H.41. Rescind Court Order H.29 Dated October 28, 2025 Amend Tyler Technologies Software as a Service Agreement

Toll Road Authority

H.42. Treasurer's Monthly Cash and Investment Report for Toll Road Funds for November 2025

I. DISCUSSION

County Clerk

I.1. Appointing Grievance Committee

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

Treasurer

I.2. Treasurer's Monthly Cash and Investment Report for November 2025

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

Auditor

I.3. Issuance of a Purchase Order After the Fact - Facilities Maintenance

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

Engineer

I.4. Open Public Hearing for Regulatory Signs for the Road and Bridge Department (Precinct 2)

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

I.5. Close Public Hearing for Regulatory Signs for the Road and Bridge Department (Precinct 2)

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

I.6. Accept Posting of Regulatory Signs for the Road and Bridge Department (Precinct 2)

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

Parks

I.7. Utilize Gulf of Mexico Energy Security Act (GOMESA) funding for electrofishing surveys and invasive species management at Resoft and Camp Mohawk County Parks

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

I.8. Amendment to Court Order H.36 Dated January 27, 2026 New Pavilion Rental Rates with Supplemental Cleaning Deposit for King Mackerel Pavilion at San Luis Pass County Park

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

Purchasing Department

I.9. Award RFP #26-26 Aerial Mosquito Spraying

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

I.10. Award ITB #26-05 Oils and Lubricants

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

I.11. Award ITB #26-23 Waste Management Services-Dumpsters

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

I.12. Award RFP #26-16 Asbestos Consulting and Monitoring Services

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

I.13. Sole Source for Priority Dispatch Corp - ProQA

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

Department Heads

Lisa Loranc - Library System Director
Martin Vela - Fire Marshal
Joyce Hudman - County Clerk
Susan Serrano - Purchasing Director
Stacy Adams - Commissioner Precinct 3
Bryan Frazier - Director of Parks
Bo Stallman - Sheriff

J. CLOSED MEETING

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

At 9:46 a.m. Commissioners Court entered into Closed Session.
At 11:46 a.m. Commissioners Court was again in open session with all members present. As no further matters were to be had, Judge Sebesta adjourned this Special session of Commissioners Court at 11:46 a.m.
At 11:46 a.m. Commissioners Court entered into a Workshop.

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. Pending Litigation - Cullen RV Resort, LLC

No action taken at this time

Texas Govt Code 551.072

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

J.3. Discuss Lease of Airport Property

No action taken at this time

J.4. Discuss Lease of Property

No action taken at this time

K. ANNOUNCEMENTS

L. WORKSHOP

At 11:46 a.m. Commissioners Court entered into a Workshop.

L.1. Disengaged Youth Strategic Planning - Mou Sarkar

M. ADJOURN

As no further matters were to be had, Commissioners Court adjourned this Special Session at 11:46 AM.

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

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. D.1. **2/24/2026**

Commissioners Court Regular Session February 10, 2026 9:00 AM

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. F.1. **2/24/2026**

Proclamation - American Red Cross

Approve the Proclamation designating March 2026 as American Red Cross Month in Brazoria County.

PROCLAMATION

WHEREAS, Ms. Clara Barton founded the American Red Cross over 140 years ago, establishing an organization dedicated to providing relief and support in times of crisis, both globally and within our country; and

WHEREAS, the mission of the American Red Cross continues through the dedication of volunteers, donors, and supporters who work to prevent and ease human distress during emergencies; and

WHEREAS, their contributions provide services such as disaster relief, blood donations, support for military families, first aid training, and international aid; and

WHEREAS, March is recognized as American Red Cross Month, highlighting the efforts of those in the Texas Gulf Coast Region who support their communities and help those in need; and

WHEREAS, this work is made possible by individuals who step up to assist whenever and wherever help is needed. We recognize this month in appreciation of their efforts.

NOW, THEREFORE, the Brazoria County Commissioners Court does hereby Proclaim the month of March 2026 as

AMERICAN RED CROSS MONTH

in Brazoria County, Texas.

APPROVED this 24th day of February 2026.

_____

Brazoria County Judge

L. M. "Matt" Sebesta, Jr.

_____

Commissioner, Precinct 1

Jay Burridge

_____

Commissioner, Precinct 2

Ryan Cade

_____

Commissioner, Precinct 3

Stacy L. Adams

_____

Commissioner, Precinct 4

David Linder

PROCLAMATION

WHEREAS, Ms. Clara Barton founded the American Red Cross over 140 years ago, establishing an organization dedicated to providing relief and support in times of crisis, both globally and within our country; and

WHEREAS, the mission of the American Red Cross continues through the dedication of volunteers, donors, and supporters who work to prevent and ease human distress during emergencies; and

WHEREAS, their contributions provide services such as disaster relief, blood donations, support for military families, first aid training, and international aid; and

WHEREAS, March is recognized as American Red Cross Month, highlighting the efforts of those in the Texas Gulf Coast Region who support their communities and help those in need; and

WHEREAS, this work is made possible by individuals who step up to assist whenever and wherever help is needed. We recognize this month in appreciation of their efforts.

NOW, THEREFORE, the Brazoria County Commissioners Court does hereby Proclaim the month of March 2026 as

AMERICAN RED CROSS MONTH

in Brazoria County, Texas.

APPROVED this 24th day of February 2026.

Brazoria County Judge

L. M. "Matt" Sebesta, Jr.

Commissioner, Precinct 1

Jay Burridge

Commissioner, Precinct 2

Ryan Cade

Commissioner, Precinct 3

Stacy L. Adams

Commissioner, Precinct 4

David Linder

STATE OF TEXAS

COUNTY OF BRAZORIA

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.1. **2/24/2026**

Deputation in the County Clerk's Office

Approve deputation for the following employee in the County Clerk's Office:

1. L. Barrios

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.2. **2/24/2026**

Order Setting Hearing Date - Brazoria County Reinvestment Zone No. 26-01

That the public hearing for the creation of Brazoria County Reinvestment Zone No. 26-01 be set for public hearing at the Regular Session of Commissioners Court on the 10th day of March, 2026 at 9:00 a.m.

The property for proposed reinvestment zone, currently owned by Glenn W. Sayler and Rodney and Sheila Elster Family Limited Partnership, is generally described as approximately 159 acres of land described as Lot 41B in the Arch McDonald Survey (Abstract 046) and Tract 12 in the Polly & Chance Survey (Abstract 119).

Proposed Facility Address and Legal Description

Situs Address:	**East of Farm-to-Market 524 & County Road 360**
Legal Description:	**Lot 41B in the Arch McDonald Survey (Abstract 0046, C.Breen) Tract 12 in the Polly & Chance Survey (Abstract 119)**
Brazoria CAD Parcel ID:	**182613, 159206, 182611**
Brazoria CAD Geographic ID:	**1336-0115-000, 0119-0031-105, 1336-0113-000**

Proposed Facility Address and Legal Description

GLENN W. SAYLER
DESCRIPTION FOR 76.56 ACRES
CHARLES BREEN SURVEY, ABSTRACT NO. 46
BRAZORIA COUNTY, TEXAS

Being a description for combined 76.56 acres solar lease, consisting of a 51.56-acre parcel and a 25.00-acre parcel, located in the Charles Breen Survey, Abstract No. 46. Both parcels being comprised of the residue of a called 100-acre tract of land conveyed to Glenn W. Salyer by deed recorded in Volume 1383, Page 649 (1/2 interest) and in Volume 1662, Page 810 (1/2 interest) of the Deed Records of Brazoria County ,Texas (D.R.B.C.,TX) Said tract being more particularly described by metes and bounds as follows, with all bearings and coordinates based on the Texas Coordinate System of 1983, South Central Zone, as determined by GPS observations, area, distances, and coordinates are grid values:

51.56 ACRES:

BEGINNING at a 1-1/2-inch pinched iron pipe, found (N: 13,585,699.14; E: 3,012,260.74) on the northwest corner of said residue of 100-acre tract and the southwest corner of that called 20.48 acres tract of land conveyed to Chevron Phillips Chemical Company, LP by deed recorded in File No. 2007071141 of the Official Public Records of Brazoria County, Texas (O.P.R.B.C.,TX.);

THENCE, North 42°06'53" East, along the north line of said residue of 100-acre tract, a distance of 685.52 feet to a 1-inch iron pipe, found on the northeast corner of said residue of 100-acre tract and in the west line of that called 89.755 acres tract of land conveyed to Chevron Phillips Chemical Company, LP by deed recorded in File No. 2023034189 of the O.P.R.B.C.,TX.;

THENCE, South 47°56'02" East, along the east line of said residue of 100-acre tract, a distance of 3,277.13 feet to a at a 5/8-inch iron rod with cap marked "LANDPOINT", found on the northeast corner of a 25.00 acre tract and southeast corner of herein described tract;

THENCE, South 42°06'15" West, over and across said residue of 100-acre tract , a distance of 685.07 feet to a 5/8-inch iron rod with cap marked "LANDPOINT", found on the northwest corner of a 25.00 acre tract, the southwest corner of herein described tract and in the east line of that certain tract of land conveyed to Jeffery P Clark by deed recorded in File No. 2024024174 of the O.P.R.B.C.,TX.;

THENCE, North 47°56'30" West, along the west line of said residue of 100-acre tract, passing at a distance of 254.04, a 3/4-inch iron pipe found marking the northeast corner of said Clark tract, for a total distance of 3,277.25 feet returning to the **POINT OF BEGINNING** and containing a calculated area of 51.56 acres of land.

25.00 ACRES:

COMMENCING at a 1-1/2-inch pinched iron pipe, found (N: 13,585,699.14; E: 3,012,260.74) on the northwest corner of said residue of 100-acre tract and the southwest corner of that said 20.48 acres tract;

THENCE, South 47°56'30" East, along the west line of said residue of 100-acre tract, a distance of 3,277.25 feet to a 5/8-inch iron rod with cap marked "LANDPOINT", found for the **POINT OF BEGINNING** (N: 13,583,503.75; E: 3,014,693.97) of herein described tract;

THENCE, North 42°06'15" East, over and across said residue of 100-acre tract, a distance of 685.07 feet to a 5/8-inch iron rod with cap marked "LANDPOINT", found on the east line of said residue of 100-acre tract, in the west line of said 89.755 acres tract and the northeast corner of herein described tract;

THENCE, South 47°56'02" East, along the east line of said residue of 100-acre tract, a distance of 1,589.68 feet to a 1-inch iron pipe, found on the southeast corner of said residue of 100-acre tract and herein described tract, and in the north line of a called 67.263 acres tract of land conveyed to Sweeny Economic Development Park by deed recorded in File No. 2024009862 of the O.P.R.B.C.,TX.;

THENCE, South 42°04'55" West, along the south line of said residue of 100-acre tract, a distance of 684.86 feet to a calculated point for the southwest corner of said residue of 100-acre tract and herein described tract, from which a 8-inch wood post bears South 71°09'49" West, a distance of 0.21 feet;

THENCE, North 47°56'30" West, along the west line of said residue of 100-acre tract, a distance of 1,589.94 feet returning to the **POINT OF BEGINNING** and containing a calculated area of 25.00 acres of land.

Proposed Facility Address and Legal Description

RODNEY AND SHEILA ELSTER
FAMILY LIMITED PARTNERSHIP
DESCRIPTION FOR 83.21 ACRES
CHARLES BREEN SURVEY, ABSTRACT NO. 46, AND
JOSEPH H. POLLEY & SAMUEL CHANCE SURVEY, ABSTRACT NO. 119
BRAZORIA COUNTY, TEXAS

Being a description for an 83.21 acre parcel, located in the Charles Breen Survey, Abstract No. 46, and the Joseph H. Polley & Samuel Chance Survey, Abstract No. 119, Brazoria County, Texas, and being out of that certain 138.21 acre tract of land conveyed to Rodney and Sheila Elster Family Limited Partnership by deed recorded in File No. 2025046644 of the Official Public Records of Brazoria County, Texas (O.P.R.B.C.,TX). Said tract being more particularly described by metes and bounds as follows, with all bearings and coordinates based on the Texas Coordinate System of 1983, South Central Zone, as determined by GPS observations, area, distances, and coordinates are grid values:

83.21 ACRES:

BEGINNING at a 1-1/2-inch pinched iron pipe, found (N: 13,585,699.14; E: 3,012,260.74) at a corner on the northeast line of said Elster tract of land, also being the northwest corner of a residue of a 100-acre tract of land conveyed to Glenn W. Salyer by deeds recorded in Volume 1383, Page 649, and Volume 1662, Page 810 of the Deed Records of Brazoria County, Texas (D.R.B.C.,TX) and the southwest corner of that called 20.48 acres tract of land conveyed to Chevron Phillips Chemical Company, LP by deed recorded in File No. 2007071141 of the O.P.R.B.C.,TX.;

THENCE, South 47°56'30" East, along the northeast line of said Elster tract, a distance of 3,023.21 feet to a 3/4-inch iron pipe with cap inside marked "ADAMS 3666-5611", found on the southerly corner of said residue of 100-acre tract and the east corner of said Elster tract;

THENCE, South 42°16'29" West, along the east line of said Elster tract, a distance of 1,035.28 feet to a point for corner of the herein described tract from which a found 10 inch wooden fence post bears South 42°16'29" West, a distance of 0.78 feet, being the east corner of that certain tract of land described in deed to James Robert Finley, recorded in File No. 2023034189, O.P.R.B.C.,TX, and the north corner of that certain tract of land described in deed to Jeffrey Paul Clark, recorded in File No. 2011047297, O.P.R.B.C.,TX;

THENCE, North 47°55'26" West, along the southwest line of said Elster tract, a distance of 3,114.68 feet to a 1/2 iron rod found, also being the east corner of that certain tract of land conveyed to Kathleen A. Jones, by deed recorded in File No. 2011003774 of the O.P.R.B.C.,TX., and the south corner of that certain tract of land conveyed to Texas-New Mexico Power Co., by deed recorded in File Nos. 2014055511 and 2023027198 of the O.P.R.B.C.,TX.;

THENCE, North 13°06'34" East, along the west line of said Elster tract and the east line of said Texas-New Mexico Power Co. tract, a distance of 798.27 feet to a 5/8 inch iron rod found on the west line of the herein described tract and the northeast corner of said Texas-New Mexico Power Co. tract;

THENCE, South 87°28'00" West, along the westerly line of said Elster tract and the north line of said Texas-New Mexico Power Co. tract, a distance of 510.26 feet to a 5/8 inch iron rod found on the east right-of-way line of FM 524, a public right-of-way;

THENCE, North 07°05'25" East, along the east right-of-way line of said FM 524 and the west line of the herein described tract, a distance of 173.04 feet to a point for corner from which a 1/2 inch iron pipe found bears South 83°09'38" West, 0.66 feet, being on the north line of the herein described tract and being the southwest corner of that certain tract of land conveyed to Chevron Phillips Chemical Company, LP, by deed recorded in File No. 2007071141, O.P.R.B.C.,TX;

THENCE, departing the said east right-of-way line and along the south line of said Chevron Phillips Chemical Company, LP tract and the north line of the herein described tract the following courses and distances:

South 83°09'38" East, a distance of 264.84 feet to a point for corner from which a 1/2 iron pipe found bears North 66°16'41" West, a distance of 1.44 feet;

North 06°53'11" East, a distance of 180.19 feet to a 1/2 inch iron pipe found;

South 83°12'22" East, a distance of 437.20 feet to a 1/2 inch iron pipe found;

South 47°54'39" East, a distance of 474.77 feet returning to the **POINT OF BEGINNING** and containing a calculated area of 83.21

Map Showing Site

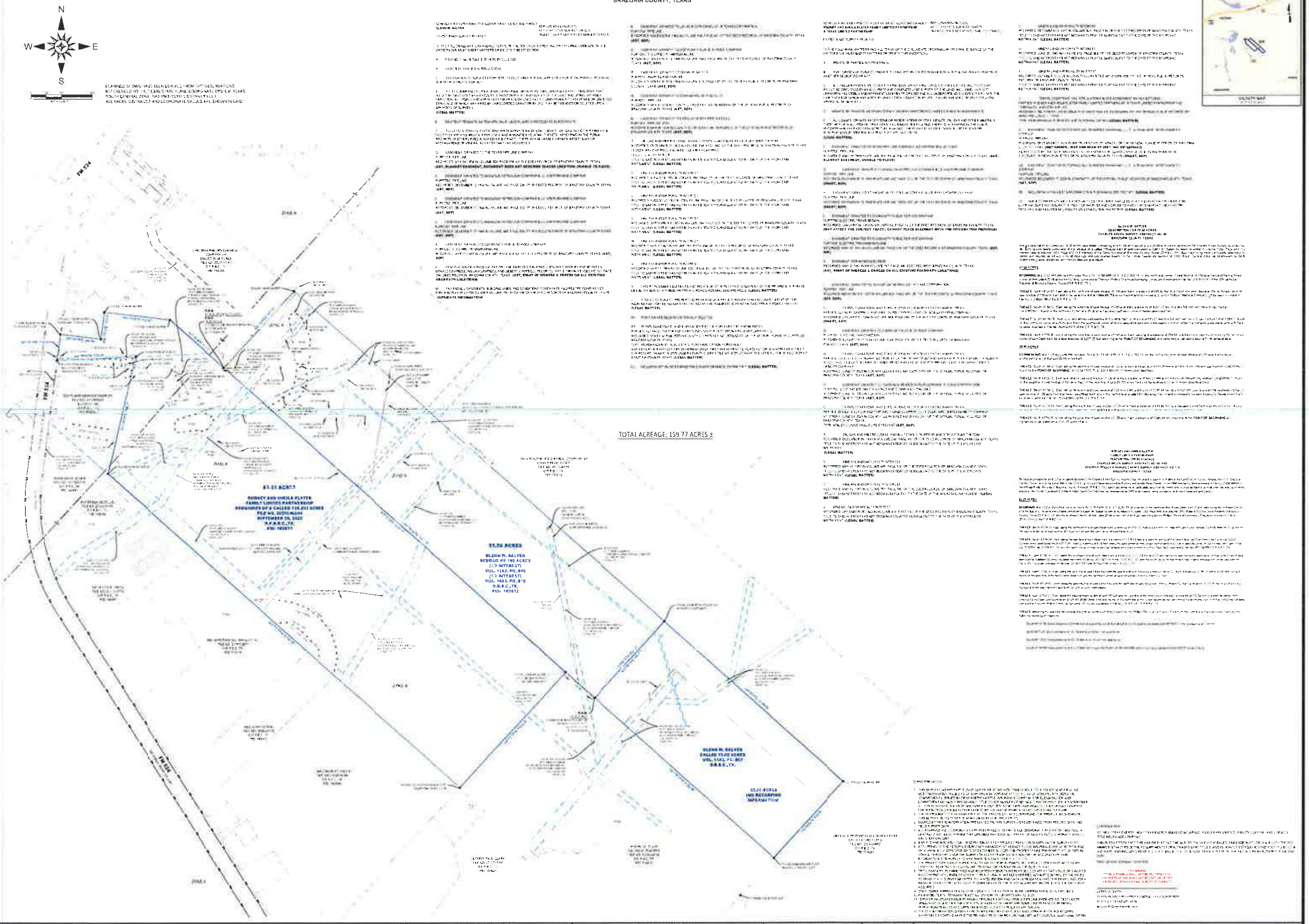


KEANDREWS
VALUATION•TAX•SOLUTIONS

Map Showing Site



BRAZORIA COUNTY, TEXAS



| REFERENCE DRAWINGS | | |

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.3. **2/24/2026**

Order Setting Hearing Date - Tax Abatement Application of Bulldog Power LLC - Brazoria County Reinvestment Zone No. 26-01

That the tax abatement application of BULLDOG POWER LLC, be set for public hearing at the Regular Session of Commissioners Court on the 10th day of March, 2026 at 9:00 a.m.

The property for proposed tax abatement, currently owned by Glenn W. Sayler and Rodney and Sheila Elster Family Limited Partnership, is generally described as approximately 159 acres of land described as Lot 41B in the Arch McDonald Survey (Abstract 046) and Tract 12 in the Polly & Chance Survey (Abstract 119).

The property for the proposed tax abatement will be located in Brazoria County Reinvestment Zone No. 26-01. The hearing for such Reinvestment Zone will also be held on March 10, 2026 at 9:00 a.m. Bulldog Power LLC will construct a 310MW natural gas fired peaking facility and expend no less than $250,000,000.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.4. **2/24/2026**

Order Setting Hearing Date - Tax Abatement Application of Bulldog Power 2 LLC - Brazoria County Reinvestment Zone No. 26-01

That the tax abatement application of BULLDOG POWER 2 LLC, be set for public hearing at the Regular Session of Commissioners Court on the 10th day of March, 2026 at 9:00 a.m.

The property for proposed tax abatement, currently owned by Glenn W. Sayler and Rodney and Sheila Elster Family Limited Partnership, is generally described as approximately 159 acres of land described as Lot 41B in the Arch McDonald Survey (Abstract 046) and Tract 12 in the Polly & Chance Survey (Abstract 119).

The property for the proposed tax abatement will be located in Brazoria County Reinvestment Zone No. 26-01. The hearing for such Reinvestment Zone will also be held on March 10, 2026 at 9:00 a.m. Bulldog Power 2 LLC will construct a 310MW natural gas fired peaking facility and expend no less than $250,000,000.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.5. **2/24/2026**

Order Setting Hearing Date - Tax Abatement Application of Old Ocean Datacenter LLC - Brazoria County Reinvestment Zone No. 26-01

That the tax abatement application of Old Ocean Datacenter LLC, be set for public hearing at the Regular Session of Commissioners Court on the 10th day of March, 2026 at 9:00 a.m.

The property for proposed tax abatement, currently owned by Glenn W. Sayler and Rodney and Sheila Elster Family Limited Partnership, is generally described as approximately 159 acres of land described as Lot 41B in the Arch McDonald Survey (Abstract 046) and Tract 12 in the Polly & Chance Survey (Abstract 119).

The property for the proposed tax abatement will be located in Brazoria County Reinvestment Zone No. 26-01. The hearing for such Reinvestment Zone will also be held on March 10, 2026 at 9:00 a.m. Old Ocean Datacenter LLC will construct a 310MW hyperscale data center and expend no less than $1,500,000,000.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.6. **2/24/2026**

Order Setting Hearing Date - Tax Abatement Application of Old Ocean Datacenter 2 LLC - Brazoria County Reinvestment Zone No. 26-01

That the tax abatement application of Old Ocean Datacenter 2 LLC, be set for public hearing at the Regular Session of Commissioners Court on the 10th day of March, 2026 at 9:00 a.m.

The property for proposed tax abatement, currently owned by Glenn W. Sayler and Rodney and Sheila Elster Family Limited Partnership, is generally described as approximately 159 acres of land described as Lot 41B in the Arch McDonald Survey (Abstract 046) and Tract 12 in the Polly & Chance Survey (Abstract 119).

The property for the proposed tax abatement will be located in Brazoria County Reinvestment Zone No. 26-01. The hearing for such Reinvestment Zone will also be held on March 10, 2026 at 9:00 a.m. Old Ocean Datacenter 2 LLC will construct a 310MW hyperscale data center and expend no less than $1,500,000,000.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.7. **2/24/2026**

Appointment to the Brazoria County Emergency Services District No. 4

The Court hereby appoints Ronnie Boegler to the Brazoria County Emergency Services District No. 4 for a term to run through December 2026.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.8. **2/24/2026**

Out of State Travel - Specialty Court Teams

Approve the request for members of the Specialty Court Teams to attend the All Rise Practitioner training Conference in Oklahoma City, Oklahoma May 19, 2026 through May 22, 2026.

CSCD employees:

- Courts Program Supervisor
- Senior Community Supervision Officer

All expenses related to this travel including flights, lodging, per diem and registration expenses will be fully paid for out of Specialty Court grants funds administered by the County. No County General Funds will be used for this request.

BRAZORIA COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
1524 EAST MULBERRY, SUITE 200 ANGLETON TX 77515 — P O BOX 1300, ANGLETON, TX 77516-1300
TELEPHONE: (979) 864-1406 Angleton (281) 756-1406 Houston
FAX: (979) 864-2116

DR. GREGORY DILLON
DIRECTOR

CARA DRENNER
DEPUTY DIRECTOR

KARLA PEÑATE KUTCH
DEPUTY DIRECTOR

To: County Judge Matt Sebesta & Commissioners
From: Dr. Gregory Dillon, Brazoria County CSCD, Director
Date: January 30, 2026
Subject: Request for Approval of Out-of-State Travel – Consent Docket

Dear Judge Sebesta and Commissioners,

I am writing to respectfully request that the following individuals be placed on the consent docket for approval of out-of-state travel:

CSCD employees:

- Courts Program Supervisor
- Senior Community Supervision Officer

This travel is necessary to attend the All Rise Practitioner Training Conference (5/19/26-5/22/26) in Oklahoma City, Oklahoma. All expenses related to this travel, including flights, lodging, per diem, and registration fees, will be fully covered by Specialty Courts Grants administered by the County. No county general funds will be used.

We appreciate your consideration of this request and are happy to provide any additional information needed. Please let me know if you require further details or documentation.

Thank you for your time and support.

Sincerely,

Dr. Gregory Dillon, LPC-S
Brazoria County CSCD

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.9. **2/24/2026**

Operation Stonegarden Grant Renewal

Authorize the Sheriff's Office to renew and apply for the Operation Stonegarden Grant for the second consecutive fiscal year made available through the Homeland Security Grant programs. If approved and awarded, funds will reimburse the Sheriff's Office for overtime cost for employees participating in law enforcement activities such as, narcotic highway interdiction, human smuggling investigations, and other criminal activities with a nexus to the U.S - Mexico border. Funding may also include reimbursement for law enforcement equipment such as vehicles and license plate readers. This grant was originally approved by Commissioners Court Order H.2 dated April 23, 2024. There is no County match requirement.

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

The Court further approves the attached Resolution regarding Operation Stonegarden.

RESOLUTION

OPERATION STONEGARDEN

GRANT PROGRAM NUMBER 5314202

WHEREAS, The BRAZORIA COUNTY COMMISSIONERS COURT finds it in the best interest of the citizens of Brazoria County, that the Operation Stonegarden Grant Program be operated for 2026; and

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

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

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

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

Signed by: _____ _____

Bo Stallman — Date

Brazoria County Sheriff

Grant Number 5314202

PASSED and APPROVED this 24th day February, 2026.

_____

Brazoria County Judge

L. M. "Matt" Sebesta, Jr.

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

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.10. **2/24/2026**

Waiver of Penalty and Interest on Delinquent Taxes

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

Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

237 E. Locust, Suite 104
Angleton, Texas 77515

979.864.1320
FAX 979.864.1346

February 24, 2026

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

Re: Waiver of Penalty and Interest on Delinquent Taxes

Members of Commissioners' Court:

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

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

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

General Fund	$ 61.27
Special R & B	$ 10.52
Total	$ 71.79

Sincerely,

Kristin R. Bulanek

Kristin R. Bulanek PCAC, CTOP, PCC, CIA

Tax Assessor-Collector

Brazoria County, Texas

REQUEST FOR WAIVER
PENALTY and INTEREST

ACCOUNT NUMBER	COUNTY	SPEC	SCHOOL	COLLEGE	HOSPITAL	EMS	PORT	DRAINAGE	CITY/MUD	TOTAL
00200500110	$61.27	$10.52	$222.02	0.00	0.00	15.77	7.37	15.22	0.00	332.17
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	$0.00	$0.00	$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	**$61.27**	**$10.52**	**$222.02**	**$0.00**	**$0.00**	**$15.77**	**$7.37**	**$15.22**	**$0.00**	**$332.17**

"EXHIBIT A"

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.11. **2/24/2026**

Monthly Collections Report for January 2026

Approve Tax Office Monthly Collections Report for January 2026.

Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

111 E. Locust
Angleton, Texas 77515

979.864.1838
FAX 979.864.1346

February 24, 2026

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

Members of Court:

I hereby certify the attached to be a true and correct copy of the collections of the Brazoria County Tax Office for the period of January 01, 2026 to January 31, 2026.

Sincerely,

Kristin R. Bulanek

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

Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

111 E. Locust
Angleton, Texas 77515

979.864.1838
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Tax Office Collections
Fiscal Year 2026
Monthly Report

Tax Collections for the period 01/01/2026 - 01/31/2026

	2025 Tax Roll	Prior Tax Yrs	Total	Current Collection Percentage
County	$44,284,723.33	$61,907.39	$44,346,630.72	70.84%
Special R&B	7,105,900.91	9,624.65	$7,115,525.56	70.79%
	$51,390,624.24	$71,532.04	$51,462,156.28	

Tax Receivables as of 01/31/2026

	2025 Tax Roll	Prior Tax Yrs	Total
County	$46,174,794.35	$2,758,969.33	$48,933,763.68
Special R&B	17,973,700.51	37,601.27	18,011,301.78
	$64,148,494.86	$2,796,570.60	$66,945,065.46

Special Assessments Receivables as of 01/31/2026

Special Assessment	Balance	Current Collection Percentage
Bonnie Lane	8,398.02	86.10%
Laura Lane	11,199.35	35.26%
Norris Road	3,973.48	94.08%
Rose Mary St.	20,505.36	65.38%
Pecan Estates	39,545.80	67.21%
Hampton Road	45,397.88	48.94%
Westwood	34,465.42	68.68%
Sally Lake	46,613.17	76.23%
Benefield	6,378.37	85.38%
Brazos Bend II	50,301.22	78.41%
Bailey Oakwood Creek	313,042.64	73.77%
Mustang	56,031.07	23.33%
CR 64 Ext	46,717.92	69.13%
Wink Wynn	19,494.68	61.75%
Vivian St.	24,001.45	59.64%
Lindell Estates	299,169.64	10.81%
Lindel Estates DFH	373,313.96	22.98%
Riverside	332,696.18	33.04%
Briar Meadow	151,804.31	51.65%
Twin Lakes	474,386.00	22.15%
Old Coffee Plantation	285,017.50	30.50%
Brazos Bend	4,638.09	92.64%
Brazos Oaks 1	21,532.58	76.51%
River Road	185,544.52	1.07%
Forrest Loop	256,204.08	25.00%
Brazos Oaks 2	13,760.25	81.79%
Sherwood Land	18,058.63	70.96%
Manvel	40,734.85	93.17%
Oakwood Creek	11,535.27	89.92%
	$3,194,461.69	

Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

111 E. Locust
Angleton, Texas 77515

979.864.1838
FAX 979.864.1346

Summary of County Revenues
Fiscal Year 2026
January-2026

Revenue Source	Revenue
Beer & Liquor License	165.00
Auto Registration-Split Level Commission	360,000.00
Certificate of Title	26,485.00
Auto Registration-County Fees	275,340.00
Specialty Plates	144.00
Postage & Handling Compensation	49,240.10
Auto Registration-Car License Fee	18,362.65
Vehicle Sales Tax	0.00
Current Tax Commissions	194,186.28
Tax Certificates	1,760.00
Hot Check Fees	2,190.00
Reimburse Postage/Telex	175.00
Boat Title/Registration Commissions	610.80
Boat Sales Tax Commissions	1,984.63
Scofflaw	0.00
Special Assessments:	
Bonnie Lane	0.00
Laura Lane	0.00
Norris Road	0.00
Rose Mary St.	0.00
Pecan Estates	0.00
Hampton Road	0.00
Westwood Road	0.00
Sally Lake	0.00
Benefield	0.00
Brazos Bend II	0.00
Bailey Oakwood Creek	0.00
Mustang	0.00
CR 64 Ext	0.00
Wink Wynn	0.00
Vivian St	0.00
Lindell Estates	0.00
Lindel Estates-DFH	0.00
Riverside	0.00
Briar Meadow	1,500.00
Twin Lakes	1,404.00
Old Coffee Plantation	0.00
Brazos Bend	0.00
Brazos Oaks	0.00
Forest Loop	0.00
Sherwood Land	0.00
Manvel	0.00
Oakwood Creek	0.00
River Road	0.00
	$933,547.46

Summary of County Figures not audited

Brazoria County Tax Office

YEAR-TO-DATE SUMMARY PART C

Tax Year = 2025 and Year End Date = 2/11/2026 and Month Range from 1/1/2026 to 1/31/2026 and Tax Units = {multiple} and Date Type = 1

1 - BRAZORIA COUNTY

CURRENT YEAR INFORMATION

Start Financial Year 10/01/2025 12

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

Adjusted Value	Adjusted Exemption	Adj Taxable	Rate	Calc Adj Levy	Actual Current Levy	Adj Frozen Loss	Act Levy + Act Frozen
90,771,992,757	30,460,976,004	60,311,016,753	0.262548	158,345,368.26	158,387,270.02	0.00	158,387,270.02

Start Value	Net Value Adj	Start Value + Net Value Adj	Actual Current Value	Other Loss
89,247,009,871	1,524,982,886	90,771,992,757	90,771,992,757	653.21

Start Exemption	Net Exmp Adj	Start Exemp + Net Exmp Adj	Actual Current Exemption
29,895,654,216	565,321,788	30,460,976,004	30,460,976,004

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE AS OF 01/31/2026	REFUNDS DUE	COL %
2025	155,871,961.39	(184,294.47)	2,516,185.37	44,284,723.33	112,213,352.41	46,174,794.35	(105,590.48)	70.84
2024	1,386,663.29	(76,699.06)	(209,549.08)	24,533.98	155,937.44	1,021,176.77	(78,056.39)	13.24
2023	633,083.50	(66,902.92)	(117,661.33)	12,612.20	14,447.99	500,974.18	(69,417.66)	2.80
2022	289,953.23	(652.26)	10,948.23	16,294.04	40,791.01	260,110.45	(1,259.38)	13.55
2021	174,141.23	104.76	776.67	3,791.27	11,761.04	163,156.86	(67.31)	6.72
2020	133,475.32	(126.89)	558.26	1,325.50	4,981.71	129,051.87	(70.39)	3.71
2019	121,839.21	0.00	0.00	1,436.83	4,498.79	117,340.42	0.00	3.69
2018	93,987.68	0.00	0.00	678.33	2,397.96	91,589.72	0.00	2.55
2017	89,415.51	0.00	0.00	284.93	1,760.16	87,655.35	0.00	1.96
2016	82,000.47	0.00	0.00	228.68	2,161.28	79,839.19	0.00	2.63
2015	76,727.47	0.00	0.00	240.72	1,252.68	75,474.79	0.00	1.63
2014	42,371.86	0.00	0.00	112.00	914.96	41,456.90	0.00	2.15
2013	28,734.27	0.00	0.00	19.45	260.61	28,473.66	0.00	0.90
2012	38,434.60	0.00	0.00	28.75	642.41	37,792.19	0.00	1.67
2011	25,886.48	0.00	0.00	104.08	148.06	25,738.42	0.00	0.57
2010	17,306.34	0.00	0.00	77.73	224.89	17,081.45	0.00	1.29
2009	15,563.64	0.00	0.00	14.54	66.32	15,497.32	0.00	0.42
2008	15,686.85	0.00	0.00	98.11	182.86	15,503.99	0.00	1.16
2007	13,626.70	0.00	0.00	6.28	19.70	13,607.00	0.00	0.14
2006	11,913.89	0.00	0.00	18.49	30.81	11,883.08	0.00	0.25
2005	10,267.74	0.00	0.00	1.48	13.77	10,253.97	0.00	0.13
2004 *	15,354.93	0.00	0.00	0.00	43.18	15,311.75	0.00	0.28
TOTAL	**159,188,395.60**	**(328,570.84)**	**2,201,258.12**	**44,346,630.72**	**112,455,890.04**	**48,933,763.68**	**(254,461.61)**	

* = This year and prior years

YEAR-TO-DATE SUMMARY PART C

Tax Year = 2025 and Year End Date = 2/11/2026 and Month Range from 1/1/2026 to 1/31/2026 and Tax Units = {multiple} and Date Type = 1

9 - SPECIAL ROAD & BRIDGE

CURRENT YEAR INFORMATION

Start Financial Year 10/01/2025 12

Start Value	Start Exemption	Start Taxable	Rate	Calc Start Levy	Actual Start Levy	Start Frozen Loss	Start + Frozen
89,247,214,065	30,063,803,414	59,183,410,651	0.042210	24,981,317.64	24,988,728.52	0.00	24,988,728.52

Adjusted Value	Adjusted Exemption	Adj Taxable	Rate	Calc Adj Levy	Actual Current Levy	Adj Frozen Loss	Act Levy + Act Frozen
90,772,196,951	30,639,496,846	60,132,700,105	0.042210	25,382,012.71	25,388,745.60	0.00	25,388,745.60

Start Value	Net Value Adj	Start Value + Net Value Adj	Actual Current Value	Other Loss
89,247,214,065	1,524,982,886	90,772,196,951	90,772,196,951	105.01

Start Exemption	Net Exmp Adj	Start Exemp + Net Exmp Adj	Actual Current Exemption
30,063,803,414	575,693,432	30,639,496,846	30,639,496,846

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE AS OF 01/31/2026	REFUNDS DUE	COL %
2025	24,988,728.52	(29,985.01)	400,159.30	7,105,900.91	17,973,700.51	7,415,187.31	(17,268.67)	70.79
2024	220,929.22	(87,891.46)	(109,501.13)	3,709.93	24,139.11	87,288.98	(88,117.83)	21.66
2023	100,656.65	(54,077.29)	(62,364.88)	1,890.77	1,919.12	36,372.65	(54,480.85)	5.01
2022	49,548.35	(113.53)	1,878.69	2,787.34	6,973.24	44,453.80	(216.30)	13.55
2021	25,718.00	14.05	115.37	558.60	1,732.36	24,101.01	(10.00)	6.70
2020	19,420.24	(18.56)	81.61	190.22	721.91	18,779.94	(10.62)	3.70
2019	16,589.12	0.00	0.00	192.64	605.37	15,983.75	0.00	3.64
2018	15,281.65	0.00	0.00	108.81	383.47	14,898.18	0.00	2.50
2017	14,018.60	0.00	0.00	44.43	272.77	13,745.83	0.00	1.94
2016	12,310.88	0.00	0.00	34.47	320.70	11,990.18	0.00	2.60
2015	10,753.88	0.00	0.00	33.82	172.51	10,581.37	0.00	1.60
2014	5,748.74	0.00	0.00	15.32	121.58	5,627.16	0.00	2.11
2013	3,973.06	0.00	0.00	2.70	34.40	3,938.66	0.00	0.86
2012	5,400.74	0.00	0.00	3.86	88.41	5,312.33	0.00	1.63
2011	3,746.36	0.00	0.00	15.12	19.71	3,726.65	0.00	0.52
2010	2,567.62	0.00	0.00	11.55	33.45	2,534.17	0.00	1.30
2009	2,375.02	0.00	0.00	2.38	10.86	2,364.16	0.00	0.45
2008	2,702.88	0.00	0.00	17.78	33.20	2,669.68	0.00	1.22
2007	2,593.37	0.00	0.00	1.21	3.80	2,589.57	0.00	0.14
2006	2,192.03	0.00	0.00	3.45	5.75	2,186.28	0.00	0.26
2005	1,734.10	0.00	0.00	0.25	2.37	1,731.73	0.00	0.13
2004 *	2,608.80	0.00	0.00	0.00	7.18	2,601.62	0.00	0.27
TOTAL	**25,509,597.83**	**(172,071.80)**	**230,368.96**	**7,115,525.56**	**18,011,301.78**	**7,728,665.01**	**(160,104.27)**	

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.12. **2/24/2026**

Payment of Bills

That the checks payable through Monday, February 23, 2026 be approved for payment in accordance with Local Government Code §115.021.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.13. **2/24/2026**

FY 2026: Line Item Transfer

Road & Bridge	465100 (Donations)	20000	75000	($1,856,257)
	590000 (Capital)	20000	75000	$1,856,257

Record donation revenue and capital expenditures related to accepted roads previously approved by Commissioners Court per the following court dates and court order numbers: H.36 and H.37 both dated September 23, 2025 and H.21 dated January 13, 2026.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.36. **9/23/2025**

Final Acceptance of Roads - Sierra Vista Section 1 - Abstract 288 (Precinct 4)

Whereas, the plat of Sierra Vista Section 1 - Abstract 288 (Precinct 4), was approved by the City of Iowa Colony, TX on August 21, 2017; and filed for record in Brazoria County Official Public Records, County Clerk's File #2017058170 on November 22, 2017; and

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

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

Whereas the period of Maintenance has been successfully completed, said roads shall be accepted into the County Road System for maintenance beginning this day September 23, 2025.

CR #	Street Name	ROW	Length (FT)	Length (Mi)
CR 1128	Whitney Reach Drive	60'	690.37	0.130 mile
CR 1469	Half Dome Drive	60'	535.97	0.102 mile
CR 1130	Carson Spring Drive	60'	172.06	0.032 mile
CR 1470	Palisade Drive	100'	133.10	0.025 mile

DEVELOPER: LAND TEJAS
STERLING LAKES SOUTH, L.L.C.
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713)783-6702

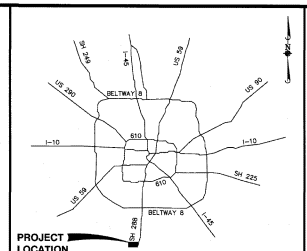
CONSTRUCTION OF WATER, SANITARY, DRAINAGE, & PAVING FACILITIES FOR

SIERRA VISTA SEC. 1

BRAZORIA COUNTY M.U.D. NO. 32

BRAZORIA COUNTY, TX

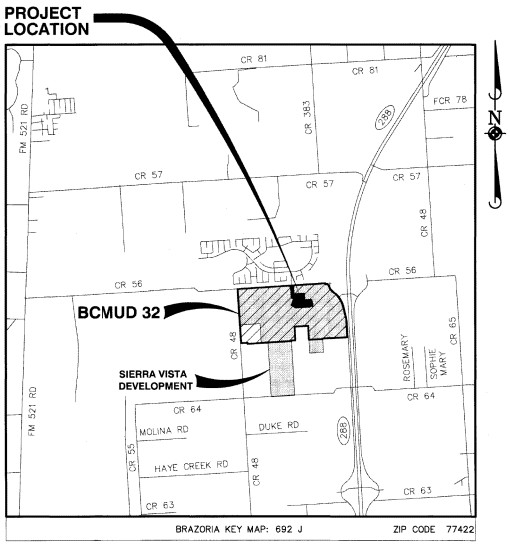
PROJECT NO. 600.001004.00



HOUSTON AREA VICINITY MAP
N.T.S.

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET & SHEET INDEX
2	GENERAL NOTES
3	WATER AND SANITARY OVERALL
4	DRAINAGE OVERALL
5	DRAINAGE CALCULATIONS
6	GRADING PLAN
7	STORM WATER POLLUTION PREVENTION PLAN
8	P&P – SIERRA VISTA BLVD. (STA 1+00 TO 7+50)
9	P&P – NORTH PALISADE DR. (STA 0+00 TO 5+00)
10	P&P – WHITNEY REACH DR. (STA 0+00 TO 8+50)
11	P&P – HALF DOME DR. & CARSON SPRINGS DR. (STA 0+50 TO 9+00)
12	TRAFFIC SIGNAGE & PAVEMENT MARKINGS
13	CITY OF IOWA COLONY STANDARD DETAILS – WATER (SHEET 1 OF 12)
14	CITY OF IOWA COLONY STANDARD DETAILS – WATER (SHEET 2 OF 12)
15	CITY OF IOWA COLONY STANDARD DETAILS – SAN. SEW. (SHEET 3 OF 12)
16	CITY OF IOWA COLONY STANDARD DETAILS – SAN. SEW. (SHEET 4 OF 12)
17	CITY OF IOWA COLONY STANDARD DETAILS – SAN. SEW. (SHEET 5 OF 12)
18	CITY OF IOWA COLONY STANDARD DETAILS – STRM SEW. (SHEET 6 OF 12)
19	CITY OF IOWA COLONY STANDARD DETAILS – STRM SEW. (SHEET 7 OF 12)
20	CITY OF IOWA COLONY STANDARD DETAILS – SWPPP (SHEET 8 OF 12)
21	CITY OF IOWA COLONY STANDARD DETAILS – PAVING (SHEET 9 OF 12)
22	CITY OF IOWA COLONY STANDARD DETAILS – PAVING (SHEET 10 OF 12)
23	CITY OF IOWA COLONY STANDARD DETAILS – PAVING (SHEET 11 OF 12)
24	CITY OF IOWA COLONY STANDARD DETAILS – PAVING (SHEET 12 OF 12)
25	DRAINAGE SERVICE AREA MAP



LOCATION MAP
N.T.S.

AS-BUILT
BY: ABrockman DATE: May 04, 2018

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
(713) 223-4567 (In Houston)
(New Statewide Number Outside Houston)
1-800-545-6005

BRAZORIA COUNTY DRAINAGE DISTRICT No.5
PLAN APPROVAL - VALID FOR 1 YEAR
DATE: 5/1/17

BOUNDARY & TOPOGRAPHIC SURVEY:

THE BOUNDARY LINES AND TOPOGRAPHY FOR THIS PROJECT ARE BASED ON A SURVEY PREPARED BY JONES & CARTER, INC. DATED DECEMBER 7, 2016. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY MANHARD CONSULTING IN WRITING OF ANY DIFFERING CONDITIONS. MANHARD CONSULTING HAS NOT VERIFIED THE SURVEY AND IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY BOUNDARY AND TOPOGRAPHY.

BENCHMARKS:

SOURCE BENCHMARK:

ELEVATIONS SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV-79C LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTH OF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.

TEMPORARY BENCHMARK:

T.B.M. "B" BEING A SET 100-D NAIL IN A POWER POLE LOCATED EAST OF THE ENTRANCE TO STERLING LAKES SUBDIVISION.

ELEVATION = 57.63 FEET, NAVD 88 (1991 ADJUSTMENT)

FLOODPLAIN INFORMATION:

ACCORDING TO MAP Nos. 48039C0120H, 48039C0115H,48039C0105H, & 48039C0110H OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR BRAZORIA COUNTY, DATED JUNE 15, 1989, THE SUBJECT TRACT IS SITUATED WITHIN: UNSHADED ZONE "X"; DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN. ALONG THE SOUTHERN BOUNDARY OF THE SUBJECT TRACT, NEAR COUNTY ROAD 64, THE SUBJECT TRACT IS SITUATED WITHIN: SHADED ZONE "X"; DEFINED AS AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1-FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD AND ZONE "AE"; DEFINED AS SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD WITH BASE ELEVATIONS DETERMINED. NOTE THAT COUNTY ROAD 64 IS THE LIMIT OF DETAILED STUDY FOR THE UNNAMED TRIBUTARY TO CHOCOLATE BAYOU.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

ENGINEER'S SEAL
STATE OF TEXAS
CLAYTON C. CHAMNESS
101966
LICENSED
PROFESSIONAL ENGINEER
5/1/17

NOTE: CITY SIGNATURES VALID FOR ONE YEAR ONLY AFTER DATE OF SIGNATURES

CITY OF IOWA COLONY
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING
THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENTS ESTABLISHED BY THE CITY OF IOWA COLONY.

MICHAEL HOLTON, MAYOR — DATE 5/2/17
DINH HO, P.E., CITY ENGINEER — DATE 5/9/17

IOWA COLONY
Texas

CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY C/O ADICO, LLC (DINH HO, P.E. AT 832-895-1093, DIHN@ADICO-LLC.COM), 48 HOURS BEFORE COMMENCING WORK.

MANHARD CONSULTING, LTD. IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.

Manhard CONSULTING
2445 Technology Forest Blvd, Suite 200, The Woodlands, TX 77381 ph 832.823.2200 fx 832.823.2201 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners
Texas Board of Professional Engineers Registration No. F-1B141

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Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners
Texas Board of Professional Engineers Registration No. F-1B141

SIERRA VISTA SEC. 1
BRAZORIA COUNTY M.U.D. NO. 32
TITLE SHEET & SHEET INDEX

ISSUED FOR CONSTRUCTION

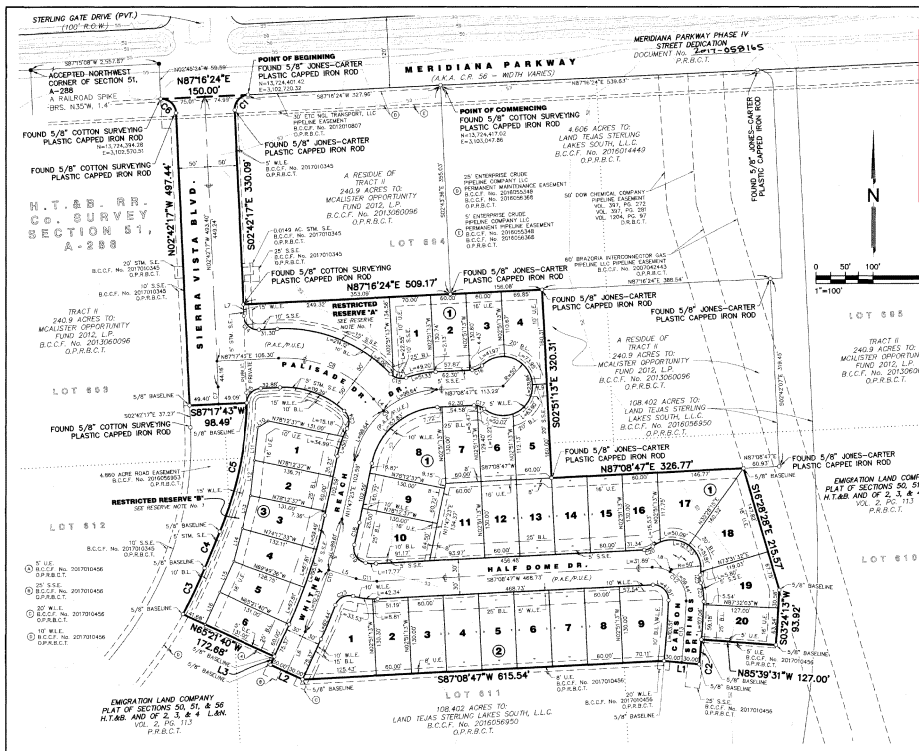
PROJ. MGR.:	AMT
PROJ. ASSOC.:	SMK
DRAWN BY:	SH
DATE:	MAY 2017
SCALE:	N/A

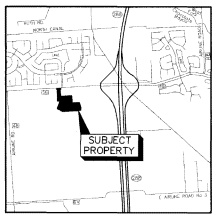
SHEET 1 OF 25
600.001004.00

245

Conformed Copy
20170581170

CR #	Street Name	ROW	Length (FT)	Length (Mi)
CR 1128	Whitney Reach Drive	60'	690.37	0.130 mile
CR 1469	Half Dome Drive	60'	535.97	0.102 mile
CR 1130	Carson Spring Drive	60'	172.06	0.032 mile
CR 1470	Palisade Drive	100'	133.10	0.025 mile





VICINITY MAP
1"=2,640'
KEY MAP: 692J

CURVE DATA					
CURVE	RADIUS	LENGTH	DELTA	CHORD	CHORD LENGTH
C1	25.00'	39.26'	89°58'41"	S42°17'04"W	35.35'
C2	1,808.00'	42.34'	01°20'30"	S05°00'44"W	42.34'
C3	730.00'	86.52'	06°47'27"	N25°29'15"E	86.47'
C4	5,000.00'	67.12'	00°46'09"	N22°28'36"E	67.12'
C5	600.00'	225.12'	21°29'49"	N12°06'46"E	223.80'
C6	25.00'	39.28'	90°01'19"	N47°42'56"W	35.36'
C7	700.00'	29.07'	02°22'47"	N01°30'54"W	29.07'
C8	200.00'	182.12'	52°10'22"	N66°37'06"W	175.89'
C9	150.00'	197.28'	75°21'24"	S49°28'05"W	183.37'
C10	900.00'	201.84'	12°50'57"	N18°12'52"E	201.41'
C11	100.00'	35.51'	20°20'54"	S82°40'46"E	35.33'
C12	55.00'	91.33'	95°08'38"	N45°16'54"W	81.19'
C13	1,778.00'	105.29'	03°23'34"	N03°59'12"E	105.27'
C14	25.00'	39.27'	90°00'00"	S47°42'17"E	35.36'
C15	25.00'	28.61'	65°33'40"	S76°24'44"E	27.07'
C16	25.00'	18.69'	42°50'00"	N65°43'47"E	18.26'
C17	25.00'	18.69'	42°50'00"	N71°26'13"W	18.26'
C18	930.00'	38.79'	02°23'23"	N12°59'04"E	38.78'
C19	25.00'	40.36'	92°29'16"	S32°03'53"E	36.11'
C20	25.00'	16.09'	36°52'12"	N68°42'41"E	15.81'
C21	25.00'	13.50'	30°56'17"	S03°59'11"E	13.34'
C22	85.00'	32.26'	21°44'44"	N08°34'57"W	32.07'
C23	25.00'	37.09'	85°00'50"	S63°17'57"W	33.78'
C24	25.00'	32.68'	74°53'53"	N09°41'26"W	30.40'
C25	25.00'	37.49'	85°55'52"	S44°19'47"W	34.08'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N87°08'47"E	60.00'
L2	S87°08'47"W	60.00'
L3	N87°08'47"E	24.43'
L10	N56°47'23"E	20.36'
L11	N06°21'01"E	55.85'
L12	N06°21'01"E	60.27'
L13	N14°36'07"E	57.85'
L14	N14°36'07"E	57.73'
L15	N24°38'20"E	57.72'
L16	N24°38'20"E	60.00'

NOTES:

1. W.L.E. = WATER LINE EASEMENT
2. U.E. = UTILITY EASEMENT
3. B.L. = BUILDING SETBACK LINE
4. S.S.E. = SANITARY SEWER EASEMENT
5. STM. S.E. = STORM SEWER EASEMENT
6. D.R.B.C.T. = DEED RECORDS OF BRAZORIA COUNTY, TEXAS
7. P.R.B.C.T. = PLAT RECORDS OF BRAZORIA COUNTY, TEXAS
8. B.C.C.F. No. = BRAZORIA COUNTY CLERKS FILE No.
9. O.P.R.B.C.T. = OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS
10. 5/8" BASELINE = SET 5/8" BASELINE CORP. PLASTIC CAPPED IRON ROD
11. P.A.E./P.U.E. = PRIVATE ACCESS EASEMENT/PUBLIC UTILITY EASEMENT
12. BEARINGS ARE BASED FROM THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 CORS ADJUSTMENT BASED FROM REDUNDANT RTK GPS OBSERVATIONS. DISTANCES HEREON ARE SURFACE DATUM. TO CONVERT TO GRID, MULTIPLY BY A COMBINED PROJECT ADJUSTMENT FACTOR OF 0.99988213. COORDINATES HEREON ARE GRID DATUM. TO CONVERT TO SURFACE DIVIDE BY A COMBINED PROJECT ADJUSTMENT FACTOR OF 0.99988213.
13. THIS TRACT OF LAND LIES WITHIN UNSHADED ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP No. 48039C0010H AND 48039C0020H, BOTH DATED JUNE 5, 1989.
14. THIS TRACT OF LAND LIES WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF THE CITY OF IOWA COLONY AND IS SUBJECT TO ITS CODE OF ORDINANCES.
15. SLAB ELEVATIONS (FINISHED FLOOR) SHALL BE SET AT OR ABOVE THE MINIMUM SLAB ELEVATIONS DEFINED.
16. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS AND OTHER OBSTRUCTIONS FOR THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES.
17. ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
18. ALL STORM WATER DRAINAGE PIPES, CULVERTS, OR OTHER (INCLUDES DRIVEWAY CULVERTS) WILL BE A MINIMUM 24" I.D. OR EQUIVALENT.
19. ALL STORM SEWERS WILL BE MAINTAINED BY BRAZORIA COUNTY M.U.D. No. 32.
20. THIS SUBDIVISION EMPLOYS A DRAINAGE SYSTEM, WHICH UTILIZES STREETS AND ADJACENT PROPERTIES WITHIN THE SUBDIVISION PLAT BOUNDARY TO STORE AND CONVEY STORM WATER. THUS, DURING STORM EVENTS, PONDING OF WATER SHOULD BE EXPECTED TO OCCUR IN THE SUBDIVISION.
21. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN CONSTRUCTED.
22. THE PROPERTY SUBDIVIDED IN THE FOREGOING PLAT LIES WITHIN BRAZORIA COUNTY DRAINAGE DISTRICT #5.
23. LAND USE WITHIN THE SUBDIVISION IS LIMITED TO AN AVERAGE IMPERVIOUSNESS OF NO MORE THAN 40 PERCENT. THE DRAINAGE AND/OR DETENTION SYSTEM HAS BEEN DESIGNED WITH THE ASSUMPTION THAT THIS AVERAGE IMPERVIOUSNESS WILL NOT BE EXCEEDED. IF THIS AVERAGE IS TO BE EXCEEDED, A REPLAT AND/OR REDESIGN OF THE SYSTEM MAY BE NECESSARY.
24. OWNER WILL PROVIDE EASEMENTS FOR POWER LINES WHERE SUCH ARE REQUIRED, EITHER AS SHOWN ON THE PLAT OR BY SEPARATE INSTRUMENT DEDICATION.
25. ALL EASEMENTS SHOWN ON THIS PLAT ARE CENTERED ON LOT LINES UNLESS OTHERWISE SHOWN.
26. THIS SUBDIVISION CONTAINS ONE OR MORE PERMANENT ACCESS EASEMENTS THAT HAVE NOT BEEN DEDICATED TO THE PUBLIC OR ACCEPTED BY BRAZORIA COUNTY OR ANY OTHER LOCAL GOVERNMENT AGENCY AS PUBLIC RIGHTS-OF-WAY. BRAZORIA COUNTY HAS NO OBLIGATION, NOR DOES ANY OTHER LOCAL GOVERNMENT AGENCY HAVE ANY OBLIGATION, TO MAINTAIN OR IMPROVE ANY PERMANENT ACCESS EASEMENT WITHIN THIS SUBDIVISION, WHICH OBLIGATION SHALL BE THE SOLE RESPONSIBILITY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION.
27. OTHER THAN WHAT IS SHOWN HEREON, THERE ARE NO PIPELINE EASEMENTS OR PIPELINES WITHIN THE BOUNDARIES OF THIS PLAT.
28. ALL BUILDING LINES ALONG STREET RIGHTS-OF-WAY ARE AS SHOWN HERON.
29. EACH LOT SHALL BE RESTRICTED TO SINGLE-FAMILY RESIDENTIAL USES.
30. SINGLE-FAMILY RESIDENTIAL SHALL MEAN THE USE OF A LOT WITH ONE BUILDING FOR AND CONTAINING NO MORE THAN TWO SEPARATE UNITS WITH FACILITIES FOR LIVING, SLEEPING, COOKING AND EATING THEREIN. A LOT UPON WHICH IS LOCATED A FREE-STANDING BUILDING CONTAINING ONE DWELLING UNIT AND A DETACHED SECONDARY DWELLING UNIT OF NO MORE THAN 900 SQUARE FEET SHALL ALSO BE CONSIDERED SINGLE-FAMILY RESIDENTIAL. A BUILDING THAT CONTAINS ONE DWELLING UNIT ON ONE LOT THAT IS CONNECTED BY A PARTY WALL TO ANOTHER BUILDING CONTAINING ONE DWELLING UNIT ON AN ADJACENT LOT SHALL BE SINGLE-FAMILY RESIDENTIAL.
31. EACH LOT SHALL PROVIDE A MINIMUM OF TWO OFF-STREET PARKING SPACES PER DWELLING UNIT ON EACH LOT. IN THOSE INSTANCES WHERE A SECONDARY UNIT IS PROVIDED ONLY ONE ADDITIONAL SPACE SHALL BE PROVIDED.
32. ALL OFF-SITE UTILITY EASEMENTS ARE TO BE DEDICATED BY SEPARATE INSTRUMENT PRIOR TO RECORDATION.
33. SIDEWALKS MUST BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH LOT.
34. A MINIMUM OF 4 FOOT WIDE SIDEWALKS SHALL BE REQUIRED ALONG STREETS AND SHALL CONFORM TO THE CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
35. ALL STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
36. ALL WATER AND WASTEWATER FACILITIES SHALL CONFORM TO THE CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
37. OWNER WILL PROVIDE STREET NAME SIGNS AND TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
38. SURVEY MONUMENTS SHALL BE SET TO THE STANDARDS OF THE TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYING PRACTICES ACT AND THE GENERAL RULES OF PROCEDURES AND PRACTICES OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING AND SHALL BEAR REFERENCE CAPS AS INDICATED.
39. MONUMENTS SHALL BE SET AFTER CONSTRUCTION OF UTILITIES AND PAVEMENT, AND AFTER FINAL GRADING OF LOTS. LOT CORNERS WILL BE 5/8" IRON RODS WITH PLASTIC CAPS STAMPED "BASELINE CORP."
40. THE FINAL PLAT WILL EXPIRE TWO (2) YEARS AFTER THE FINAL APPROVAL BY THE CITY COUNCIL IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO (2) YEAR PERIOD, OR THE ONE (1) YEAR EXTENSION PERIOD GRANTED BY THE CITY COUNCIL.
41. ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL CENTERPOINT ENERGY AND CITY OF IOWA COLONY UTILITY EASEMENTS MUST BE UNOBSTRUCTED BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY THE UTILITY AT THE PROPERTY OWNER'S EXPENSES.
42. THIS PLAT IS SUBJECT TO THE DEVELOPMENT AGREEMENT BY THE CITY OF IOWA COLONY, TEXAS, LAND TEJAS STERLING LAKES SOUTH, LLC, AND MCALISTER OPPORTUNITY FUND 2012, L.P. DATED FEBRUARY 13, 2014.

RESERVE NOTES:

1. RESTRICTED RESERVES "A AND "B" ARE RESTRICTED TO LANDSCAPING, OPEN SPACE, DRAINAGE, AND UTILITY PURPOSES ONLY.

RESERVE AREAS		
RESERVE	ACREAGE	SQ.FT.
RESERVE A	0.3735	16,171
RESERVE B	0.4957	21,594

THENCE, IN A SOUTHWESTERLY DIRECTION ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89 DEGREES 58 MINUTES 41 SECONDS, 39.26 FEET TO A FOUND 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 02 DEGREES 42 MINUTES 17 SECONDS EAST, 330.09 FEET TO A FOUND 5/8 INCH "COTTON SURVEYING" PLASTIC CAPPED IRON ROD;

THENCE, NORTH 87 DEGREES 16 MINUTES 24 SECONDS EAST, AT 353.09 FEET PASSING A 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 4.606 ACRE TRACT, CONTINUING ALONG THE SOUTH LINE OF SAID 4.606 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 509.17 FEET TO A FOUND 5/8 INCH "COTTON SURVEYING" PLASTIC CAPPED IRON ROD FOUND, FROM WHICH A FOUND 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD BEARS NORTH 87 DEGREES 16 MINUTES 24 SECONDS EAST, 388.54 FEET;

THENCE, SOUTH 02 DEGREES 51 MINUTES 13 SECONDS EAST, 320.31 FEET TO A FOUND 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD;

THENCE, NORTH 87 DEGREES 08 MINUTES 47 SECONDS EAST, 326.77 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD, FROM WHICH A FOUND 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD BEARS NORTH 87 DEGREES 08 MINUTES 47 SECONDS EAST, 60.93 FEET;

THENCE, SOUTH 16 DEGREES 28 MINUTES 28 SECONDS EAST, 215.57 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 03 DEGREES 24 MINUTES 13 SECONDS WEST, 93.92 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, NORTH 85 DEGREES 39 MINUTES 31 SECONDS WEST, 127.00 FEET TO A 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT WHOSE RADIUS IS 1,808.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 85 DEGREES 39 MINUTES 31 SECONDS WEST;

THENCE, IN A SOUTHERLY DIRECTION ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01 DEGREES 20 MINUTES 30 SECONDS, 42.34 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, NORTH 84 DEGREES 19 MINUTES 01 SECONDS WEST, 60.00 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 87 DEGREES 08 MINUTES 47 SECONDS WEST, 615.54 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, NORTH 03 DEGREES 21 MINUTES 40 SECONDS WEST, 60.00 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, NORTH 24 DEGREES 38 MINUTES 20 SECONDS EAST, 15.37 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, NORTH 65 DEGREES 21 MINUTES 40 SECONDS WEST, 172.68 FEET TO A 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WHOSE RADIUS IS 730.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 61 DEGREES 07 MINUTES 01 SECONDS WEST;

THENCE, IN A NORTHERLY DIRECTION ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06 DEGREES 47 MINUTES 27 SECONDS, 86.52 FEET TO A 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD SET AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT WHOSE RADIUS IS 5,000.00 FEET;

THENCE, IN A NORTHERLY DIRECTION ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00 DEGREES 46 MINUTES 09 SECONDS, 67.12 FEET TO A 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD SET AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT WHOSE RADIUS IS 600.00 FEET;

THENCE, IN A NORTHERLY DIRECTION ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 29 MINUTES 49 SECONDS, 225.12 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 87 DEGREES 17 MINUTES 43 SECONDS WEST, 98.49 FEET TO A 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD SET ON A WEST LINE OF SAID 108.402 ACRE TRACT, FROM SAID CAPPED IRON ROD A FOUND 5/8 INCH "COTTON SURVEYING" PLASTIC CAPPED IRON ROD BEARS SOUTH 02 DEGREES 42 MINUTES 17 SECONDS EAST, 37.27 FEET;

THENCE, NORTH 02 DEGREES 42 MINUTES 17 SECONDS WEST, ALONG A WEST LINE OF SAID 108.402 ACRE TRACT, 497.44 FEET TO A 5/8 INCH "COTTON SURVEYING" PLASTIC CAPPED IRON ROD FOUND AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT WHOSE RADIUS IS 25.00 FEET;

THENCE, IN A NORTHWESTERLY DIRECTION ALONG A WEST LINE OF SAID 108.402 ACRE TRACT AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 01 MINUTES 19 SECONDS, 39.28 FEET TO A 5/8 INCH "COTTON SURVEYING" PLASTIC CAPPED IRON ROD FOUND ON THE PROPOSED SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 56, SAID CAPPED IRON ROD BEING A NORTHWEST CORNER OF SAID 108.402 ACRE TRACT;

THENCE, NORTH 87 DEGREES 16 MINUTES 24 SECONDS EAST, ALONG THE PROPOSED SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 56, 150.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.74 ACRES OF LAND.

I, STEVEN E. WILLIAMS, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL CORNERS AND ANGLE POINTS OF THE BOUNDARIES OF THE ORIGINAL TRACT TO BE SUBDIVIDED OF REFERENCE WILL BE MARKED WITH IRON RODS HAVING A DIAMETER OF NOT LESS THAN FIVE EIGHTHS (5/8) INCH AND A LENGTH OF NOT LESS THAN (3) THREE WITH A MAXIMUM OF ONE YEAR AFTER CONSTRUCTION OF THE PUBLIC IMPROVEMENTS ARE COMPLETE, UNLESS OTHERWISE SHOWN HEREON; AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) NORTH AMERICAN DATUM OF 1983 (NAD83) CORS. ADJUSTMENT.

05.12.2017

STEVEN E. WILLIAMS, R.P.L.S.
TEXAS REGISTRATION No. 4819

STATE OF TEXAS
REGISTERED
4819
PROFESSIONAL
STEVEN E. WILLIAMS
LAND SURVEYOR

BLOCK 1		
LOT No.	SQ. FT.	MIN. SLAB ELEV.
1	9,432	53.3
2	7,840	53.3
3	7,167	53.3
4	9,468	53.3
5	8,348	53.3
6	6,949	53.3
7	7,799	53.3
8	12,590	53.3
9	7,893	53.3
10	10,344	53.4

BLOCK 1		
LOT No.	SQ. FT.	MIN. SLAB ELEV.
11	10,008	53.4
12	7,800	53.4
13	7,800	53.5
14	7,800	53.5
15	7,800	53.5
16	7,652	53.5
17	11,818	53.5
18	12,026	53.6
19	9,662	53.6
20	7,769	53.6

BLOCK 2		
LOT No.	SQ. FT.	MIN. SLAB ELEV.
1	12,226	53.4
2	7,801	53.4
3	7,800	53.4
4	7,800	53.4
5	7,800	53.4
6	7,800	53.5
7	7,800	53.5
8	7,800	53.5
9	10,005	53.6

BLOCK 3		
LOT No.	SQ. FT.	MIN. SLAB ELEV.
1	9,729	53.3
2	8,031	53.3
3	8,224	53.3
4	8,203	53.4
5	8,171	53.4
6	7,860	53.4

THENCE, IN A SOUTHERLY DIRECTION ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01 DEGREES 20 MINUTES 30 SECONDS, 42.34 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, NORTH 84 DEGREES 19 MINUTES 01 SECONDS WEST, 60.00 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 87 DEGREES 08 MINUTES 47 SECONDS WEST, 615.54 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, NORTH 03 DEGREES 21 MINUTES 40 SECONDS WEST, 60.00 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, NORTH 24 DEGREES 38 MINUTES 20 SECONDS EAST, 15.37 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

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THENCE, IN A NORTHERLY DIRECTION ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 29 MINUTES 49 SECONDS, 225.12 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

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THENCE, NORTH 87 DEGREES 16 MINUTES 24 SECONDS EAST, ALONG THE PROPOSED SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 56, 150.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.74 ACRES OF LAND.

USE OF THE 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 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 PLAN 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 EASEMENTS TOTALS THIRTY FEET (30'0") IN WIDTH.

IN TESTIMONY, HERETO, THE LAND TEJAS STERLING LAKES SOUTH, L.L.C., HAS CAUSED THESE PRESENTS TO BE SIGNED BY AL P. BRENDE, ITS SOLE MANAGER, THEREUNTO AUTHORIZED, AND ITS COMMON SEAL HEREUNTO AFFIXED, THIS 24 DAY OF May, 2017.

LAND TEJAS STERLING LAKES SOUTH, L.L.C.
A TEXAS LIMITED LIABILITY COMPANY

BY: _____
AL P. BRENDE
SOLE MANAGER

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDER SIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED AL P. BRENDE, SOLE MANAGER OF LAND TEJAS STERLING LAKES SOUTH, L.L.C., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENTS, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF SAID CORPORATION, FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITIES THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 24th DAY OF May, 2017.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

JANICE GORDO
Notary Public, State of Texas
Comm. Expires 08-19-2021
Notary ID 125236449

BRAZORIA COUNTY DRAINAGE DISTRICT #5 APPROVAL

LEE WALDEN, P.E. — DATE 7/6/17
PRESIDENT

BUDDY MOORE — DATE 7-10-17
VICE PRESIDENT/ASST. SECRETARY

MARK ROLLER — DATE 7-10-17
SECRETARY/TREASURER

JARROD D. ADEN, P.E., CFM — DATE 7/10/17
ENGINEER

BENCHMARK

TEXAS DEPARTMENT OF TRANSPORTATION CONTROL POINT HV-79C, AN ALUMINUM DISK LOCATED IN THE MEDIAN OF STATE HIGHWAY No. 288, APPROXIMATELY 125 FEET SOUTH OF COUNTY ROAD No. 56.
ELEV.=49.31 (NAVD 88, 1991 ADJ.)

TBM

THE TOP OF AN 800 NAIL SET IN THE POWER POLE NEAREST TO THE NORTHEAST CORNER OF COUNTY ROAD No. 56 AND STERLING GATE DR.
ELEV.=57.65

CERTIFICATE OF PLANNING COMMISSION

THIS IS TO CERTIFY THAT CITY PLANNING COMMISSION OF THE CITY OF IOWA COLONY, TEXAS THIS THE 11th DAY OF August, 20 17, HAS APPROVED THIS PLAT AND SUBDIVISION OF SIERRA VISTA SEC 1 AS SHOWN HEREON.

DANA HURST — STEVEN BYRUM-BRATSEN
LES HOSEY — SHAWN BRADEN
VINCE PATTERSON — ROBERT WALL

APPROVED BY CITY ENGINEER

DENNIS HO, P.E.

CERTIFICATE OF CITY COUNCIL

THI

Engineer's Certificate of Substantial Completion

OWNER: Brazoria County Municipal Utility District No. 32
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

CONTRACT: Construction of Paving Facilities in Sierra Vista Boulevard
Future Bond Issue
TIN No – 42-1763402

CONTRACTOR: Park Construction Associates, LLC.
P.O. Box 986
Rosenberg, Texas 77471

ENGINEER: Manhard Consulting
2445 Technology Forest Boulevard, Suite 200
The Woodlands, Texas 77381

I hereby certify that this project is substantially complete as of June 7, 2018; that the project was under periodic observation during construction; that all observation of the work was performed by or under my supervision; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "record drawings" will be furnished to the Owner.

STATE OF TEXAS
AUBREY M. BROCKMAN
124935
LICENSED
PROFESSIONAL ENGINEER
06-07-2018

Sincerely,

Aubrey M. Brockman, P.E.

AMB:jl
P:\001 Sierra Vista - BCMUD 32\004 Section 1\Documents\Construction\CERTIFICATE OF SUBSTANTIAL COMPLETION - SV Blvd Paving.docx
Enclosure/Attachment

Cc: Tim Austin – Allen Boone Humphries Robinson, LLP
Rick Gadd – Land Tejas Sterling Lakes South, LLC
TCEQ Houston
TCEQ Austin

ELEVATION
land solutions

Sierra Vista Section 1			
Street name	PAE/AUE	LF	MILES
Sierra Vista Boulevard	100'	523	0.10
Palisade Drive	100'	315	0.06
Whitney Reach Drive	60'	690	0.13
Half Dome Drive	60'	644	0.12
Carson Springs Drive	60'	105	0.02

August 26, 2025

Brazoria County Engineering Department
Attention: Ms. Megan Cook
451 N. Velasco, Suite 230
Angleton, Texas 77515

Re: Sierra Vista Section 1 Paving Facilities for
Land Tejas Sterling Lakes South, LLC.
Brazoria County, Texas
Request for Final Acceptance of Roads

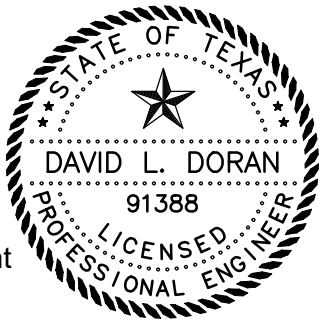
Dear Ms. Cook:

On June 26, 2025, we performed a final inspection for this project along with William Stidham. We certify that the deficiencies that were noted during the final inspection have been corrected by the contractor, Park Construction Associates.

On behalf of our client, Land Tejas Sterling Lakes South, LLC, we are requesting final acceptance of the pavement infrastructure for the above-referenced project.

Should you have any questions or require any additional information to support this request, please call me at (832) 823-2200.

Sincerely,



David L Doran, P.E., CCM
Partner, Construction Management

DLD/js

P:\001 Sierra Vista - BCMUD 32\004 Section 1\Documents\Construction\Acceptance Package\Brazoria County\Drafts\Sierra Vista Section 1 - Road Acceptance Request.docx

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.37. **9/23/2025**

Final Acceptance of Roads - Sierra Vista Section 2 - Abstract 288 (Precinct 4)

Whereas, the plat of Sierra Vista Section 2 - Abstract 288 (Precinct 4), was approved by the City of Iowa Colony, TX on August 21, 2017; and filed for record in Brazoria County Official Public Records, County Clerk's File #2017058181 on November 24, 2017; and

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

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

Whereas the period of Maintenance has been successfully completed, said roads shall be accepted into the County Road System for maintenance beginning this day September 23, 2025.

CR #	Street Name	ROW	Length (FT)	Length (Mi)
CR 1471	Split Mountain Drive	60'	347.54	0.065 mile
CR 1472	Muir Peak Drive	60'	755.07	0.143 mile
CR 1473	Sill Prairie Drive	60'	1157.35	0.219 mile
CR 1474	Banner Peak Drive	60’	230.10	0.043 mile
CR 1083	Thunderbolt Peak Drive	60’	133.10	0.025 mile

DEVELOPER: LAND TEJAS
STERLING LAKES SOUTH, L.L.C.
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713)783-6702

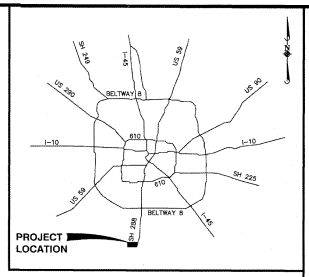
CONSTRUCTION OF WATER, SANITARY, DRAINAGE, AND PAVING FACILITIES FOR

SIERRA VISTA SEC. 2

BRAZORIA COUNTY M.U.D. NO. 32

BRAZORIA COUNTY, TX

PROJECT NO. 600.001005.00

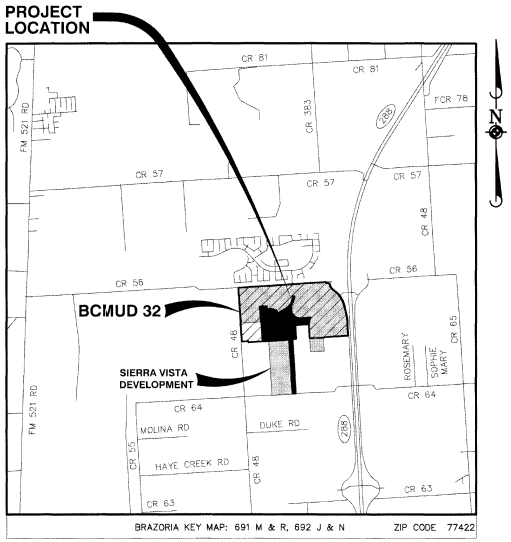


HOUSTON AREA VICINITY MAP

N.T.S.

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET & SHEET INDEX
2	GENERAL NOTES
3	WATER AND SANITARY OVERALL
4A	DRAINAGE OVERALL– NE
4B	DRAINAGE OVERALL–NW
4C	DRAINAGE OVERALL–S
5	DRAINAGE CALCULATIONS
6	GRADING PLAN
7	STORM WATER POLLUTION PREVENTION PLAN
8	P&P – SIERRA VISTA BLVD. (STA 6+00 TO 16+50)
9	P&P – SIERRA VISTA BLVD. (STA 16+50 TO 24+50)
10	P&P – SIERRA VISTA BLVD.(STA 24+50 TO STA 33+50)
11	P&P – THUNDERBOLT PEAK. DR. (STA 0+50 TO STA 11+00)
12	P&P – HUMPHREYS GREEN DR. (STA 0+50 TO STA 7+50)
13	P&P – RED SLATE DR. (STA 11+50 TO STA 18+50)
14	P&P – RITTER RUN DR. (STA 0+50 TO STA 11+50)
15	P&P – AGASSIZ DR. (STA 0+00 TO STA 7+40)
16	P&P – MATTERHORN DR. (STA 7+40 TO 11+90) & BASELINE A
17	P&P – LANGLEY DR. (STA 11+90 TO STA 16+00)
18	P&P – SPLIT MOUNTAIN DR. (STA 0+00 TO 6+00)
19	P&P – MUIR PEAK DR. (STA 0+00 TO STA 8+00)
20	P&P – BANNER PEAK DR. (STA 8+00 TO STA 12+00)
21	P&P – SILL PRAIRIE DR. (STA 12+00 TO STA 20+00)
22	TRAFFIC SIGNAGE & PAVEMENT MARKINGS
23	SIERRA VISTA BIKE LANE
24	CITY OF IOWA COLONY STANDARD DETAILS – WATER (SHEET 1 OF 12)
25	CITY OF IOWA COLONY STANDARD DETAILS – WATER (SHEET 2 OF 12)
26	CITY OF IOWA COLONY STANDARD DETAILS – SAN. SEW. (SHEET 3 OF 12)
27	CITY OF IOWA COLONY STANDARD DETAILS – SAN. SEW. (SHEET 4 OF 12)
28	CITY OF IOWA COLONY STANDARD DETAILS – SAN. SEW. (SHEET 5 OF 12)
29	CITY OF IOWA COLONY STANDARD DETAILS – STM. SEW. (SHEET 6 OF 12)
30	CITY OF IOWA COLONY STANDARD DETAILS – STM. SEW. (SHEET 7 OF 12)
31	CITY OF IOWA COLONY STANDARD DETAILS – SWPPP (SHEET 8 OF 12)
32	CITY OF IOWA COLONY STANDARD DETAILS – PAVING (SHEET 9 OF 12)
33	CITY OF IOWA COLONY STANDARD DETAILS – PAVING (SHEET 10 OF 12)
34	CITY OF IOWA COLONY STANDARD DETAILS – PAVING (SHEET 11 OF 12)
35	CITY OF IOWA COLONY STANDARD DETAILS – PAVING (SHEET 12 OF 12)
36	DRAINAGE SERVICE AREA MAP



BRAZORIA KEY MAP: 691 M & R, 692 J & N ZIP CODE 77422

LOCATION MAP

N.T.S.

AS-BUILT
BY: ABrockman DATE: May 04, 2018

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
(713) 223-4567 (In Houston)
(New Statewide Number Outside Houston)
1-800-545-6005

BRAZORIA COUNTY DRAINAGE DISTRICT NO.5
PLAN APPROVAL - VALID FOR 1 YEAR

Manhard CONSULTING

2445 Technology Forest Blvd, Suite 200, The Woodlands, TX 77381 ph 832.823.2200 fx 832.823.2201 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners
Texas Board of Professional Engineers Registration No. F-18141

CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY C/O ADICO, LLC (DINH HO, P.E. AT 832-895-1093, DIHN@ADICO-LLC.COM), 48 HOURS BEFORE COMMENCING WORK.

MANHARD CONSULTING, LTD. IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.

BOUNDARY & TOPOGRAPHIC SURVEY:

THE BOUNDARY LINES AND TOPOGRAPHY FOR THIS PROJECT ARE BASED ON A SURVEY PREPARED BY JONES & CARTER, INC. DATED DECEMBER 7, 2016. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY MANHARD CONSULTING IN WRITING OF ANY DIFFERING CONDITIONS. MANHARD CONSULTING HAS NOT VERIFIED THE SURVEY AND IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY BOUNDARY AND TOPOGRAPHY.

BENCHMARKS:

SOURCE BENCHMARK:

ELEVATIONS SHOWN HEREON ARE BASED ON TXDOT MONUMENT HV-79C LOCATED IN THE MEDIAN OF S.H. 288 APPROXIMATELY 125 FEET +/- SOUTH OF C.R. 56 WITH A PUBLISHED ELEVATION OF 49.31 FEET, NAVD 88, 1991 ADJUSTMENT.

TEMPORARY BENCH MARK:

T.B.M. "B" BEING A SET 100-D NAIL IN A POWER POLE LOCATED EAST OF THE ENTRANCE TO STERLING LAKES SUBDIVISION.

ELEVATION = 57.63 FEET, NAVD 88 (1991 ADJUSTMENT)

FLOODPLAIN INFORMATION:

ACCORDING TO MAP Nos. 48039C0120H, 48039C0115H,48039C0105H, & 48039C0110H OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR BRAZORIA COUNTY, DATED JUNE 15, 1989, THE SUBJECT TRACT IS SITUATED WITHIN: UNSHADED ZONE "X"; DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN, ALONG THE SOUTHERN BOUNDARY OF THE SUBJECT TRACT, NEAR COUNTY ROAD 64, THE SUBJECT TRACT IS SITUATED WITHIN: SHADED ZONE "X", DEFINED AS AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1-FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD AND ZONE "AE"; DEFINED AS SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD WITH BASE ELEVATIONS DETERMINED. NOTE THAT COUNTY ROAD 64 IS THE LIMIT OF DETAILED STUDY FOR THE UNNAMED TRIBUTARY TO CHOCOLATE BAYOU.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

ENGINEER'S SEAL

STATE OF TEXAS
CLAYTON C. CHAPMAN
101966
LICENSED PROFESSIONAL ENGINEER
5/1/17

NOTE: CITY SIGNATURES VALID FOR ONE YEAR ONLY AFTER DATE OF SIGNATURES

CITY OF IOWA COLONY
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENTS ESTABLISHED BY THE CITY OF IOWA COLONY.

MICHAEL HOLTON, MAYOR — DATE 5/2/17

DINH HO, P.E., CITY ENGINEER — DATE 5/1/17

IOWA COLONY
Texas

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DRAWN BY	DATE

Manhard CONSULTING
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners
Texas Board of Professional Engineers Registration No. F-18141

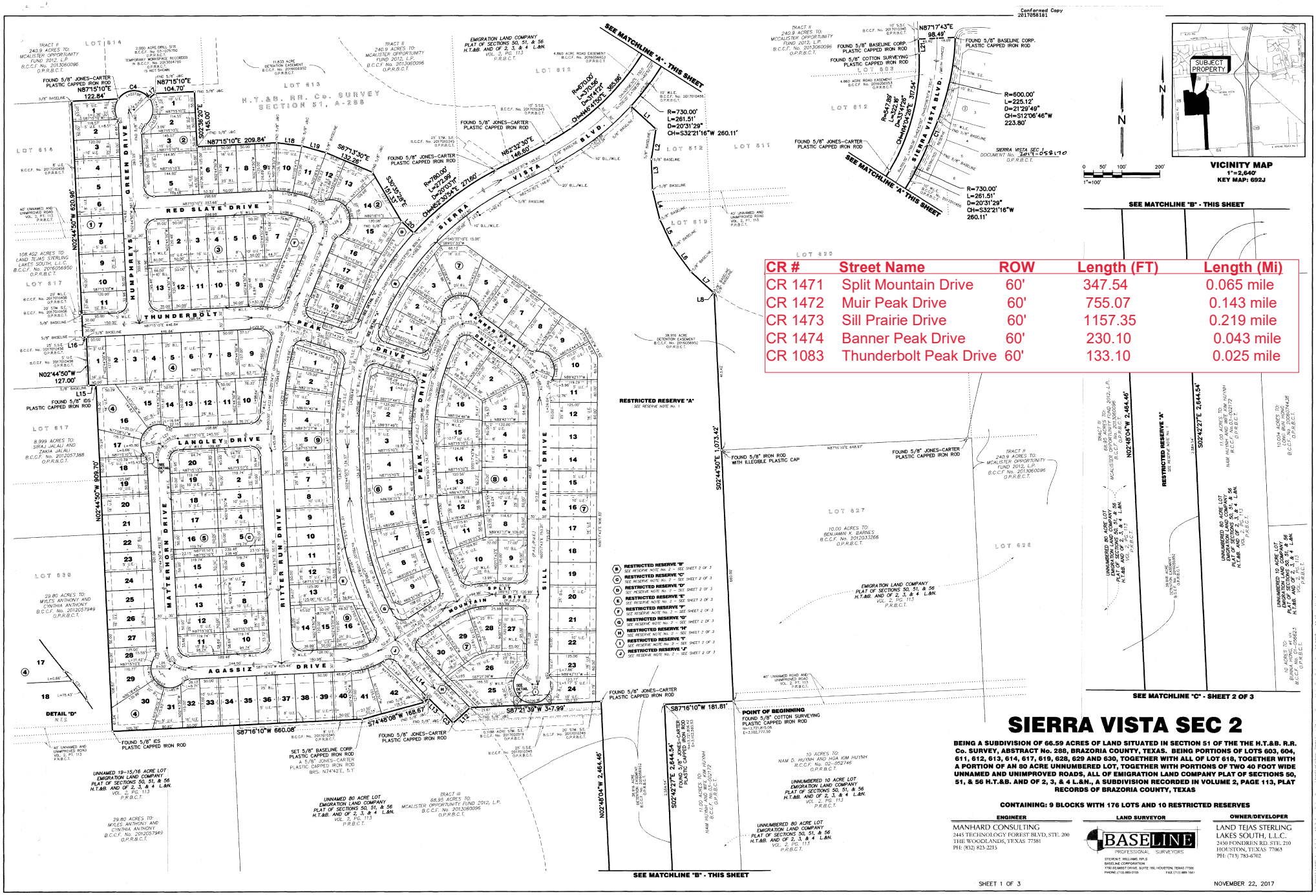
SIERRA VISTA SEC. 2
BRAZORIA COUNTY M.U.D. NO. 32
TITLE SHEET & SHEET INDEX

PROJ. MGR.: AMT
PROJ. ASSOC.: MW/DA
DRAWN BY: RK/TN
DATE: MAY 2017
SCALE:

SHEET 1 OF 36
600.001005.00

FINAL APPROVAL

250



CR #	Street Name	ROW	Length (FT)	Length (Mi)
CR 1471	Split Mountain Drive	60'	347.54	0.065 mile
CR 1472	Muir Peak Drive	60'	755.07	0.143 mile
CR 1473	Sill Prairie Drive	60'	1157.35	0.219 mile
CR 1474	Banner Peak Drive	60'	230.10	0.043 mile
CR 1083	Thunderbolt Peak Drive	60'	133.10	0.025 mile

SIERRA VISTA SEC 2

BEING A SUBDIVISION OF 66.59 ACRES OF LAND SITUATED IN SECTION 51 OF THE THE H.T.&B. R.R. Co. SURVEY, ABSTRACT No. 288, BRAZORIA COUNTY, TEXAS. BEING PORTIONS OF LOTS 603, 604, 611, 612, 613, 614, 617, 619, 628, 629 AND 630, TOGETHER WITH ALL OF LOT 618, TOGETHER WITH A PORTION OF AN 80 ACRE UNNUMBERED LOT, TOGETHER WITH PORTIONS OF TWO 40 FOOT WIDE UNNAMED AND UNIMPROVED ROADS, ALL OF EMIGRATION LAND COMPANY PLAT OF SECTIONS 50, 51, & 56 H.T.&B. AND OF 2, 3, & 4 L.&N., A SUBDIVISION RECORDED IN VOLUME 2, PAGE 113, PLAT RECORDS OF BRAZORIA COUNTY, TEXAS

CONTAINING: 9 BLOCKS WITH 176 LOTS AND 10 RESTRICTED RESERVES

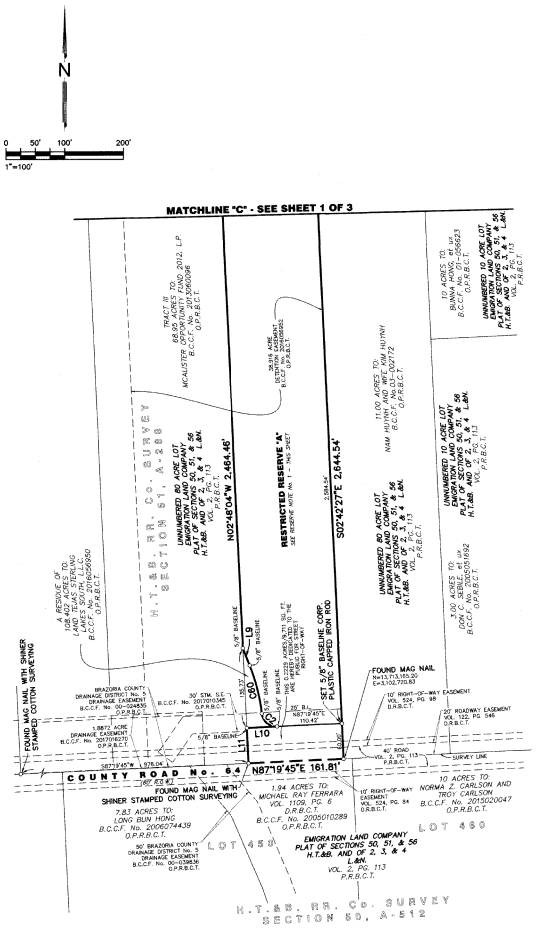
ENGINEER
MANHARD CONSULTING
2445 TECHNOLOGY FOREST BLVD, STE. 200
THE WOODLANDS, TEXAS 77381
PH: (832) 823-2215

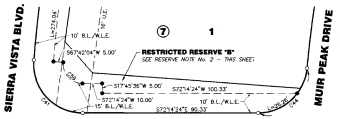
LAND SURVEYOR
BASELINE PROFESSIONAL SURVEYORS
STEVEN F. WILLIAMS, RPLS
BASELINE CORPORATION
1790 HUGHES LANDING BLVD, SUITE 550, THE WOODLANDS, TEXAS 77380
PHONE (713) 869-0150 FAX (713) 869-1541

OWNER/DEVELOPER
LAND TEJAS STERLING LAKES SOUTH, L.L.C.
2450 FONDREN RD. STE. 210
HOUSTON, TEXAS 77063
PH: (713) 783-6702

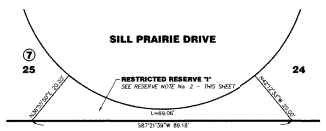
SHEET 1 OF 3

NOVEMBER 22, 2017

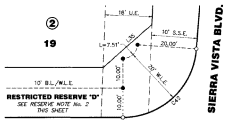




DETAIL "A"
SCALE: 1"=30'



DETAIL "B"
SCALE: 1"=20'



DETAIL "C"
SCALE: 1"=20'

TBM

THE TOP OF AN 80D NAIL SET IN THE POWER POLE NEAREST TO THE NORTHEAST CORNER OF COUNTY ROAD No. 56 AND STERLING GATE DR.
ELEV.=57.65

BENCHMARK

TEXAS DEPARTMENT OF TRANSPORTATION CONTROL POINT HV-79C, AN ALUMINUM DISK LOCATED IN THE MEDIAN OF STATE HIGHWAY No. 288, APPROXIMATELY 125 FEET SOUTH OF COUNTY ROAD No. 56.
ELEV.=49.31 (NAVD 88, 1991 ADJ.)

RESERVE NOTES:

1. RESTRICTED RESERVE "A" IS RESTRICTED TO DRAINAGE, LANDSCAPING, OPEN SPACE, AND UTILITY PURPOSES ONLY.
2. RESTRICTED RESERVES "B", "C", "D", "E", "F", "G", "H", "I" AND "J" ARE RESTRICTED TO LANDSCAPING, OPEN SPACE, AND UTILITY PURPOSES ONLY.

RESERVE AREAS		
RESERVE	ACREAGE	SQ. FT.
RESERVE A	22.6225	985,437
RESERVE B	0.1577	6,869
RESERVE C	0.1273	5,545
RESERVE D	0.2398	10,445
RESERVE E	0.4344	18,923
RESERVE F	0.2640	11,500
RESERVE G	0.3856	16,797
RESERVE H	0.0796	3,472
RESERVE I	0.0156	680
RESERVE J	0.1749	3,263

NOTES:

1. W.L.E. = WATER LINE EASEMENT
2. U.E. = UTILITY EASEMENT
3. B.L. = BUILDING SETBACK LINE
4. S.S.E. = SANITARY SEWER EASEMENT
5. STM. S.E. = STORM SEWER EASEMENT
6. D.R.B.C.T. = DEED RECORDS OF BRAZORIA COUNTY, TEXAS
7. P.R.B.C.T. = PLAT RECORDS OF BRAZORIA COUNTY, TEXAS
8. B.C.C.F. No. = BRAZORIA COUNTY CLERKS FILE No.
9. O.P.R.B.C.T. = OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS
10. 5/8" BASELINE = SET 5/8" BASELINE CORP. PLASTIC CAPPED IRON ROD
11. FND 5/8" BASELINE = FOUND 5/8" BASELINE CORP. PLASTIC CAPPED IRON ROD
12. FND 5/8" J&C = FOUND 5/8" JONES-CARTER PLASTIC CAPPED IRON ROD
13. P.A.E./P.U.E. = PRIVATE ACCESS EASEMENT/PUBLIC UTILITY EASEMENT
14. BEARINGS ARE BASED FROM THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 CORS ADJUSTMENT BASED FROM REDUNDANT RTK GPS OBSERVATIONS. DISTANCES HEREON ARE SURFACE DATUM. TO CONVERT TO GRID, MULTIPLY BY A COMBINED PROJECT ADJUSTMENT FACTOR OF 0.99986213. COORDINATES HEREON ARE GRID DATUM. TO CONVERT TO SURFACE DWDE BY A COMBINED PROJECT ADJUSTMENT FACTOR OF 0.99986213.
15. THIS TRACT OF LAND LIES WITHIN UNSHADED ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP No. 48039C0110H AND 48039C0120H, BOTH DATED JUNE 5, 1989.
16. THIS TRACT OF LAND LIES WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF THE CITY OF IOWA COLONY AND IS SUBJECT TO ITS CODE OF ORDINANCES.
17. SLAB ELEVATIONS (FINISHED FLOOR) SHALL BE SET AT OR ABOVE THE MINIMUM SLAB ELEVATIONS DEFINED.
18. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS AND OTHER OBSTRUCTIONS FOR THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES.
19. ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
20. ALL STORM WATER DRAINAGE PIPES, CULVERTS, OR OTHER (INCLUDES DRIVEWAY CULVERTS) WILL BE A MINIMUM 24" I.D. OR EQUIVALENT.
21. ALL STORM SEWERS WILL BE MAINTAINED BY BRAZORIA COUNTY M.U.D. No. 32.
22. THIS SUBDIVISION EMPLOYS A DRAINAGE SYSTEM, WHICH UTILIZES STREETS AND ADJACENT PROPERTIES WITHIN THE SUBDIVISION PLAT BOUNDARY TO STORE AND CONVEY STORM WATER. THUS, DURING STORM EVENTS, PONDING OF WATER SHOULD BE EXPECTED TO OCCUR IN THE SUBDIVISION.
23. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN CONSTRUCTED.
24. THE PROPERTY SUBDIVIDED IN THE FOREGOING PLAT LIES WITHIN BRAZORIA COUNTY DRAINAGE DISTRICT #5.
25. LAND USE WITHIN THE SUBDIVISION IS LIMITED TO AN AVERAGE IMPERVIOUSNESS OF NO MORE THAN 40 PERCENT. THE DRAINAGE AND/OR DETENTION SYSTEM HAS BEEN DESIGNED WITH THE ASSUMPTION THAT THIS AVERAGE PERCENT IMPERVIOUSNESS WILL NOT BE EXCEEDED. IF THIS PERCENTAGE IS TO BE EXCEEDED, A REPLAT AND/OR REDESIGN OF THE SYSTEM MAY BE NECESSARY.
26. OWNER WILL PROVIDE EASEMENTS FOR POWER LINES WHERE SUCH ARE REQUIRED, EITHER AS SHOWN ON THE PLAT OR BY SEPARATE INSTRUMENT DEDICATION.
27. ALL EASEMENTS SHOWN ON THIS PLAT ARE CENTERED ON LOT LINES UNLESS OTHERWISE SHOWN.
28. THIS SUBDIVISION CONTAINS ONE OR MORE PERMANENT ACCESS EASEMENTS THAT HAVE NOT BEEN DEDICATED TO THE PUBLIC OR ACCEPTED BY BRAZORIA COUNTY OR ANY OTHER LOCAL GOVERNMENT AGENCY AS PUBLIC RIGHTS-OF-WAY. BRAZORIA COUNTY HAS NO OBLIGATION, NOR DOES ANY OTHER LOCAL GOVERNMENT AGENCY HAVE ANY OBLIGATION, TO MAINTAIN OR IMPROVE ANY PERMANENT ACCESS EASEMENT WITHIN THIS SUBDIVISION, WHICH OBLIGATION SHALL BE THE SOLE RESPONSIBILITY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION.
29. OTHER THAN WHAT IS SHOWN HEREON, THERE ARE NO PIPELINE EASEMENTS OR PIPELINES WITHIN THE BOUNDARIES OF THIS PLAT.
30. ALL BUILDING LINES ALONG STREET RIGHTS-OF-WAY ARE AS SHOWN HEREON.
31. EACH LOT SHALL BE RESTRICTED TO SINGLE-FAMILY RESIDENTIAL USES.
32. SINGLE-FAMILY RESIDENTIAL SHALL MEAN THE USE OF A LOT WITH ONE BUILDING FOR AND CONTAINING NO MORE THAN TWO SEPARATE UNITS WITH FACILITIES FOR LIVING, SLEEPING, COOKING AND EATING THEREIN. A LOT UPON WHICH IS LOCATED A FREE-STANDING BUILDING CONTAINING ONE DWELLING UNIT AND A DETACHED SECONDARY DWELLING UNIT OF NO MORE THAN 900 SQUARE FEET SHALL ALSO BE CONSIDERED SINGLE-FAMILY RESIDENTIAL. A BUILDING THAT CONTAINS ONE DWELLING UNIT ON ONE LOT THAT IS CONNECTED BY A PARTY WALL TO ANOTHER BUILDING CONTAINING ONE DWELLING UNIT ON AN ADJACENT LOT SHALL BE SINGLE-FAMILY RESIDENTIAL.
33. EACH LOT SHALL PROVIDE A MINIMUM OF TWO OFF-STREET PARKING SPACES PER DWELLING UNIT ON EACH LOT. IN THOSE INSTANCES WHERE A SECONDARY UNIT IS PROVIDED ONLY ONE ADDITIONAL SPACE SHALL BE PROVIDED.
34. ALL OFF-SITE UTILITY EASEMENTS ARE TO BE DEDICATED BY SEPARATE INSTRUMENT PRIOR TO RECORDATION.
35. SIDEWALKS MUST BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH LOT.
36. A MINIMUM OF 4 FOOT WIDE SIDEWALKS SHALL BE REQUIRED ALONG STREETS AND SHALL CONFORM TO THE CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
37. ALL STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
38. ALL WATER AND WASTEWATER FACILITIES SHALL CONFORM TO THE CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
39. OWNER WILL PROVIDE STREET NAME SIGNS AND TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
40. SURVEY MONUMENTS SHALL BE SET TO THE STANDARDS OF THE TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYING PRACTICES ACT AND THE GENERAL RULES OF PROCEDURES AND PRACTICES OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING AND SHALL BEAR REFERENCE CAPS AS INDICATED.
41. MONUMENTS SHALL BE SET AFTER CONSTRUCTION OF UTILITIES AND PAVEMENT, AND AFTER FINAL GRADING OF LOTS. LOT CORNERS WILL BE 5/8" IRON RODS WITH PLASTIC CAPS STAMPED "BASELINE CORP."
42. THE FINAL PLAT WILL EXPIRE TWO (2) YEARS AFTER THE FINAL APPROVAL BY THE CITY COUNCIL IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO (2) YEAR PERIOD, OR THE ONE (1) YEAR EXTENSION PERIOD GRANTED BY THE CITY COUNCIL.
43. ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL CENTERPOINT ENERGY AND CITY OF IOWA COLONY UTILITY EASEMENTS MUST BE UNOBSTRUCTED BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY THE UTILITY AT THE PROPERTY OWNER'S EXPENSE.
44. THIS PLAT IS SUBJECT TO THE DEVELOPMENT AGREEMENT BY THE CITY OF IOWA COLONY, TEXAS, LAND TEJAS STERLING LAKES SOUTH, LLC AND MCALISTER OPPORTUNITY FUND 2012, L.P. DATED FEBRUARY 19, 2016.

LINE DATA		
LINE	BEARING	DISTANCE
L1	N47°22'59"W	89.42'
L2	N08°44'47"E	80.22'
L3	N02°23'12"W	80.24'
L4	N13°39'23"W	80.29'
L5	N25°27'18"W	80.27'
L6	N36°24'43"W	80.22'
L7	N47°22'07"W	80.27'
L8	S59°19'26"E	2.68'
L9	N21°27'52"W	31.34'
L10	N87°19'45"E	51.48'
L11	N02°48'04"W	60.00'
L12	S47°18'37"W	60.00'
L13	N45°23'36"W	58.78'
L14	S44°36'24"W	15.00'
L15	S87°15'10"W	19.61'
L16	S87°15'10"W	9.27'
L17	N52°38'39"E	20.00'
L18	S82°36'25"E	66.82'
L19	S74°24'30"E	66.28'
L20	S47°30'41"E	43.40'
L21	N02°42'17"W	37.27'
L22	S11°11'05"E	26.08'
L23	S59°59'48"W	11.08'
L24	S89°42'17"E	14.50'
L25	N45°23'36"W	7.47'
L26	N39°49'05"E	19.66'
L27	S51°23'58"E	11.60'
L28	N72°14'24"W	9.77'
L29	S67°49'21"W	22.78'
L31	N67°10'39"W	7.58'
L32	N67°10'39"W	11.59'
L33	N67°10'39"W	7.58'
L34	S87°15'10"W	13.02'
L35	S86°14'08"W	22.02'
L36	S30°27'39"E	23.66'
L37	N23°25'32"W	21.26'
L38	N59°22'57"E	21.01'
L40	S71°28'38"E	21.69'
L41	S36°55'50"W	20.00'
L42	N42°12'33"W	20.00'
L43	S12°05'48"W	31.50'
L44	S09°12'51"W	48.48'
L45	S05°43'10"W	48.49'
L46	S02°13'25"W	48.50'
L47	S01°15'32"E	48.41'
L49	N23°55'09"W	50.00'
L50	N54°19'31"E	90.68'
L51	N71°21'33"E	39.98'
L52	S89°42'17"E	97.60'
L53	N18°54'02"W	73.80'
L54	N12°54'01"W	73.80'
L55	N06°54'00"W	73.80'
L56	N02°52'32"W	63.67'
L57	S02°44'50"E	65.00'
L58	N01°16'08"W	70.51'
L59	N04°22'12"E	73.80'
L60	N09°46'06"E	59.00'
L61	N25°24'04"E	55.00'
L62	N30°25'05"E	68.42'
L63	S35°01'27"E	10.00'
L64	N27°27'30"W	10.00'
L65	N45°23'36"W	15.31'

CURVE DATA					
CURVE	RADIUS	LENGTH	DELTA	CHORD	CHORD LENGTH
C1	5,000.00'	67.12'	00°46'09"	S22°28'36"W	67.12'
C2	25.00'	37.49'	85°55'20"	N49°42'35"W	34.08'
C3	720.00'	33.97'	02°42'13"	S44°02'30"E	33.97'
C4	50.00'	95.01'	108°52'14"	N88°12'32"E	81.35'
C5	250.00'	86.40'	25°34'11"	N79°57'44"W	110.65'
C6	55.00'	86.39'	90°00'00"	N22°10'39"W	77.78'
C7	250.00'	89.48'	20°30'26"	N82°29'37"W	89.00'
C9	55.00'	86.39'	90°00'00"	S42°15'10"W	77.78'
C10	55.00'	86.38'	89°59'00"	S47°44'20"E	77.77'
C11	55.00'	94.01'	97°55'52"	S77°08'09"W	82.97'
C12	130.00'	122.96'	54°11'37"	N26°48'06"W	118.43'
C13	550.00'	196.68'	20°29'22"	S12°59'31"E	195.64'
C14	230.00'	132.35'	32°58'12"	S73°48'37"W	130.53'
C15	750.00'	35.39'	02°42'13"	N44°02'30"W	35.39'
C16	25.00'	10.87'	24°54'40"	N15°12'10"W	10.78'
C17	25.00'	24.42'	55°57'53"	N25°14'06"E	23.46'
C18	25.00'	39.27'	90°00'00"	N47°44'50"W	35.36'
C19	25.00'	39.27'	90°00'00"	N42°15'10"E	35.36'
C20	25.00'	39.27'	90°00'00"	S42°15'10"W	35.36'
C21	25.00'	39.27'	90°00'00"	N47°44'50"W	35.36'
C22	25.00'	18.69'	42°50'00"	S88°35'39"E	18.26'
C23	25.00'	18.69'	42°50'00"	N44°14'21"E	18.26'
C24	25.00'	40.81'	93°31'23"	S25°28'43"E	36.43'
C25	25.00'	34.37'	78°46'13"	N60°06'04"E	31.73'
C26	25.00'	43.40'	99°27'18"	S35°23'05"E	38.15'
C27	25.00'	40.81'	93°31'23"	S60°59'54"W	36.43'
C28	25.00'	36.78'	84°17'07"	S45°06'37"W	33.55'
C29	25.00'	39.27'	90°00'00"	S47°44'50"E	35.36'
C30	25.00'	12.37'	28°21'27"	N78°34'06"W	12.25'
C31	25.00'	16.09'	36°52'12"	N21°10'56"W	15.81'
C32	25.00'	16.36'	37°30'07"	S16°00'13"W	16.07'
C33	25.00'	18.69'	42°50'00"	N65°51'10"E	18.26'
C34	25.00'	39.26'	89°59'00"	N47°44'20"W	35.35'
C35	25.00'	39.28'	90°01'00"	S42°15'40"W	35.36'
C36	25.00'	39.26'	89°59'00"	N47°44'20"W	35.35'
C37	25.00'	37.79'	86°36'32"	S14°18'34"W	34.29'
C38	25.00'	37.45'	85°50'18"	S79°44'58"E	34.05'
C39	25.00'	37.56'	86°04'56"	N29°11'56"W	34.13'
C40	25.00'	41.25'	94°32'20"	S60°29'28"W	36.73'
C41	25.00'	41.25'	94°32'20"	N24°58'14"W	36.73'
C42	25.00'	37.56'	86°04'56"	N64°43'08"E	34.13'
C43	25.00'	36.99'	84°47'03"	N29°50'53"W	33.71'
C44	25.00'	36.99'	84°47'03"	N65°22'04"E	33.71'
C45	25.00'	17.61'	40°21'38"	S09°28'09"W	17.25'
C46	25.00'	18.69'	42°50'00"	S32°28'54"E	18.26'
C48	25.00'	19.22'	44°02'46"	S73°43'01"E	18.75'
C49	25.00'	19.22'	44°02'46"	N13°42'37"E	18.75'
C50	150.00'	78.39'	29°56'39"	N72°17'51"E	77.50'
C51	25.00'	39.27'	90°00'00"	S45°17'43"W	35.36'
C52	25.00'	39.27'	90°00'00"	N44°42'17"W	35.36'
C53	25.00'	34.46'	78°58'55"	N62°43'39"W	31.80'
C54	25.00'	35.15'	80°33'43"	N17°02'40"E	32.33'
C55	25.00'	41.13'	94°15'47"	N75°32'35"W	36.65'
C56	25.00'	41.37'	94°48'54"	S09°55'04"W	36.81'
C57	25.00'	25.01'	57°19'13"	S28°57'19"W	23.98'
C58	25.00'	9.63'	22°04'13"	S10°44'24"E	9.57'
C59	10.00'	16.50'	94°32'20"	S24°58'14"E	14.69'
C60	330.00'	84.76'	14°42'57"	N14°06'24"W	84.52'

SIERRA VISTA SEC 2

BEING A SUBDIVISION OF 66.59 ACRES OF LAND SITUATED IN SECTION 51 OF THE THE H.T.&B. R.R. Co. SURVEY, ABSTRACT No. 288, BRAZORIA COUNTY, TEXAS. BEING PORTIONS OF LOTS 603, 604, 611, 612, 613, 614, 617, 619, 628, 629 AND 630, TOGETHER WITH ALL OF LOT 618, TOGETHER WITH A PORTION OF AN 80 ACRE UNNUMBERED LOT, TOGETHER WITH PORTIONS OF TWO 40 FOOT WIDE UNNAMED AND UNIMPROVED ROADS, ALL OF EMIGRATION LAND COMPANY PLAT OF SECTIONS 50, 51, & 56 H.T.&B. AND OF 2, 3, & 4 L.&N., A SUBDIVISION RECORDED IN VOLUME 2, PAGE 113, PLAT RECORDS OF BRAZORIA COUNTY, TEXAS

CONTAINING: 9 BLOCKS WITH 176 LOTS AND 10 RESTRICTED RESERVES

ENGINEER

MANHARD CONSULTING
2445 TECHNOLOGY FOREST BLVD, STE. 200
THE WOODLANDS, TEXAS 77381
PH: (832) 823-2215

LAND SURVEYOR

BASELINE
PROFESSIONAL SURVEYORS
STEVEN E. WILLIAMS, RPLS
BASELINE CORPORATION
1950 SYCAMORE DRIVE, SUITE 150, HOUSTON, TEXAS 77008
PHONE: (713) 869-0155 FAX: (713) 869-7641

OWNER/DEVELOPER

LAND TEJAS STERLING
LAKES SOUTH, L.L.C.
2450 FONDREN RD. STE. 210
HOUSTON, TEXAS 77063
PH: (713) 783-6702

I, AL P. BRENDE, SOLE MANAGER OF LAND TEJAS STERLING LAKES SOUTH, L.L.C. A TEXAS LIMITED LIABILITY COMPANY, OWNER OF THE PROPERTY SUBDIVIDED, IN THIS PLAT OF SIERRA VISTA SEC 2, 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, 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, LIENHOLDERS MUST EXECUTE A SUBORDINATION AGREEMENT SUBORDINATING THEIR LIENS TO ALL PUBLIC STREETS, ALLEYS, PARKS, SCHOOL SITES AND OTHER PUBLIC AREAS SHOWN ON THE PLAT OF SUCH SUBDIVISION OR RESUBDIVISION AS BEING SET ASIDE FOR PUBLIC USE OR PURPOSE.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO USE OF THE 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 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 PLAN 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 EASEMENTS TOTALS THIRTY FEET (30'0") IN WIDTH.

IN TESTIMONY, HERETO, THE LAND TEJAS STERLING LAKES SOUTH, L.L.C., HAS CAUSED THESE PRESENTS TO BE SIGNED BY AL P. BRENDE, ITS SOLE MANAGER, THEREUNTO AUTHORIZED, AND ITS COMMON SEAL HEREUNTO AFFIXED, THIS 14 DAY OF MAY, 20 17.

LAND TEJAS STERLING LAKES SOUTH, L.L.C.
A TEXAS LIMITED LIABILITY COMPANY

BY: _____
AL P. BRENDE
SOLE MANAGER

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDER SIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED AL P. BRENDE, SOLE MANAGER OF LAND TEJAS STERLING LAKES SOUTH, L.L.C., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENTS, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF SAID CORPORATION, FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITIES THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 24th DAY OF May 20 17.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

JANICE GORDO
Notary Public, State of Texas
Comm. Expires 09-18-2021
Notary ID 125276445

CERTIFICATE OF CITY COUNCIL

THIS IS TO CERTIFY THAT CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS THIS THE 23RD DAY OF AUGUST, 20 17 HAS APPROVED THIS PLAT AND SUBDIVISION OF SIERRA VISTA SEC 2 AS SHOWN HEREON.

MICHAEL HOLTON, MAYOR

SUSAN COTTRELL

MICHAEL BYRUM-BRATSEN

ROBIN BRADBERRY

KACY SMAJSTRLA

CHAD WILSEY

CERTIFICATE OF PLANNING COMMISSION

THIS IS TO CERTIFY THAT CITY PLANNING COMMISSION OF THE CITY OF IOWA COLONY, TEXAS THIS THE 23RD DAY OF AUGUST, 20 17 HAS APPROVED THIS PLAT AND SUBDIVISION OF SIERRA VISTA SEC 2 AS SHOWN HEREON.

DAVID HURST

STEVEN BYRUM-BRATSEN

LES HOSEY

STEVEN BRADBERRY

VINCE PATTERSON

ROBERT WALL

APPROVED BY CITY ENGINEER

DENA V. LO, P.E.

BRAZORIA COUNTY DRAINAGE DISTRICT #5 APPROVAL

LEE WALDEN, P.E. — DATE 7/10/17
PRESIDENT

BUDDY MOORE — DATE 7-10-17
VICE PRESIDENT/ASST. SECRETARY

MARK ROLLER — DATE 7-10-17
SECRETARY/TREASURER

JARROD D. ADEN, P.E., CFM — DATE 7/10/17
ENGINEER

I, STEVEN E. WILLIAMS, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL CORNERS AND ANGLE POINTS OF THE BOUNDARIES OF THE ORIGINAL TRACT TO BE SUBDIVIDED OF REFERENCE WILL BE MARKED WITH IRON RODS HAVING A DIAMETER OF NOT LESS THAN FIVE EIGHTHS (5/8) INCH AND A LENGTH OF NOT LESS THAN (3) FEET WITHIN A MAXIMUM OF ONE YEAR AFTER RECORDING OF THE PLAT OR AFTER CONSTRUCTION OF THE PUBLIC IMPROVEMENTS ARE COMPLETE, UNLESS OTHERWISE SHOWN HEREON; AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) NORTH AMERICAN DATUM OF 1983 (NAD83) CORS ADJUSTMENT.

05.12.2017

STEVEN E. WILLIAMS, R.P.L.S.
TEXAS REGISTRATION No. 4819

STATE OF TEXAS
REGISTERED
STEVEN E. WILLIAMS
4819
PROFESSIONAL
LAND SURVEYOR

METES AND BOUND DESCRIPTION

BEING 66.59 ACRES OF LAND SITUATED IN SECTION 51 OF THE H.T.&B. RR. CO. SURVEY, ABSTRACT NO. 288, BRAZORIA COUNTY, TEXAS, BEING A PART OF THAT CERTAIN 108.402 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO LAND TEJAS STERLING LAKES SOUTH, L.L.C. RECORDED IN BRAZORIA COUNTY CLERKS FILE NO. 2016056950, OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS, BEING PORTIONS OF LOTS 603, 604, 611, 612, 613, 614, 617, 619, 628, 629 AND 630, TOGETHER WITH ALL OF LOT 618, TOGETHER WITH A PORTION OF AN 80 ACRE UNNUMBERED LOT, TOGETHER WITH PORTIONS OF TWO 40 FOOT WIDE UNNAMED AND UNIMPROVED ROADS, ALL OF THE EMIGRATION LAND COMPANY PLAT OF SECTIONS 50, 51, & 56 H.T.&B. AND OF 2, 3, & 4 L.&N., A SUBDIVISION RECORDED IN VOLUME 2, PAGE 113, PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, SAID 66.59 ACRE TRACT IS DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH "COTTON SURVEYING" PLASTIC CAPPED IRON ROD FOUND FOR A SOUTHEAST CORNER OF SAID 108.402 ACRE TRACT, THE SOUTHWEST CORNER OF THAT CERTAIN 10.00 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO BENJAMIN K. BARNES RECORDED IN BRAZORIA COUNTY CLERK'S FILE NO. 2012033266, OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS, THE NORTHWEST CORNER OF THAT CERTAIN 10 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO NAM D. HUYNH AND HOA KIM HUYNH RECORDED IN BRAZORIA COUNTY CLERK'S FILE NO. 02-052746, OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS AND THE NORTHEAST CORNER OF THAT CERTAIN 11.00 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO NAM HUYNH AND WIFE KIM HUYNH RECORDED IN BRAZORIA COUNTY CLERK'S FILE NO. 03-002172, OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS;

THENCE, SOUTH 87 DEGREES 16 MINUTES 10 SECONDS WEST, ALONG A SOUTH LINE OF SAID 108.402 ACRE TRACT AND ALONG THE NORTH LINE OF SAID 11.00 ACRE TRACT, 181.81 FEET TO A 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 11.00 ACRE TRACT AND FOR A RE-ENTRANT CORNER OF SAID 108.402 ACRE TRACT;

THENCE, SOUTH 02 DEGREES 42 MINUTES 27 SECONDS EAST, ALONG AN EAST LINE OF SAID 108.402 ACRE TRACT AND ALONG THE WEST LINE OF SAID 11.00 ACRE TRACT, 2,644.54 FEET TO A MAG NAIL FOUND IN THE CENTER OF COUNTY ROAD NO. 64 (80 FEET WIDE), SAID MAG NAIL BEING THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID 108.402 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID 11.00 ACRE TRACT;

THENCE, SOUTH 87 DEGREES 19 MINUTES 45 SECONDS WEST, ALONG THE CENTER OF SAID COUNTY ROAD NO. 64 AND ALONG THE SOUTH LINE OF SAID 108.402 ACRE TRACT, 181.81 FEET TO A MAG NAIL WITH SHINER STAMPED "COTTON SURVEYING" FOUND FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID 108.402 ACRE TRACT, FROM WHICH ANOTHER MAG NAIL WITH SHINER STAMPED "COTTON SURVEYING" FOUND FOR THE SOUTHWEST CORNER OF THAT CERTAIN 68.95 ACRE TRACT OF LAND DESIGNATED AS TRACT II AND DESCRIBED IN THE DEED TO MCALISTER INVESTMENT FUND 2012, L.P. RECORDED IN BRAZORIA COUNTY CLERK'S FILE NO. 2013060096, OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY TEXAS BEARS SOUTH 87 DEGREES 19 MINUTES 45 SECONDS WEST, 976.04 FEET;

THENCE, NORTH 02 DEGREES 48 MINUTES 04 SECONDS WEST, ALONG A WEST LINE OF SAID 108.402 ACRE TRACT, 6.00 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, NORTH 87 DEGREES 19 MINUTES 45 SECONDS EAST, 51.48 FEET TO A 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT WHOSE RADIUS IS 25.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 02 DEGREES 40 MINUTES 15 SECONDS WEST;

THENCE, IN A NORTHWESTERLY DIRECTION ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85 DEGREES 55 MINUTES 20 SECONDS, 37.49 FEET TO A 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD SET AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT WHOSE RADIUS IS 330.00 FEET;

THENCE, IN A NORTHERLY DIRECTION ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14 DEGREES 42 MINUTES 57 SECONDS 84.76 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, NORTH 21 DEGREES 27 MINUTES 52 SECONDS WEST, 31.34 FEET TO A 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD SET ON A WEST LINE OF SAID 108.402 ACRE TRACT;

THENCE, NORTH 02 DEGREES 48 MINUTES 04 SECONDS WEST, ALONG A WEST LINE OF SAID 108.402 ACRE TRACT, 2,464.46 FEET TO A 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD FOUND FOR A RE-ENTRANT CORNER OF SAID 108.402 ACRE TRACT;

THENCE, SOUTH 87 DEGREES 21 MINUTES 39 SECONDS WEST, ALONG A SOUTHEAST LINE OF SAID 108.402 ACRE TRACT, 347.99 FEET TO A FOUND 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 47 DEGREES 18 MINUTES 37 SECONDS WEST, ALONG A SOUTHEAST LINE OF SAID 108.402 ACRE TRACT, 60.00 FEET TO A 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD FOUND AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WHOSE RADIUS IS 720.00 FEET AND WHOSE RADIUS POINT BEARS SOUTH 47 DEGREES 18 MINUTES 37 SECONDS WEST;

THENCE, IN A NORTHWESTERLY DIRECTION ALONG A SOUTHWEST LINE OF SAID 108.402 ACRE TRACT AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02 DEGREES 42 MINUTES 13 SECONDS, 33.97 FEET TO A FOUND 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD;

THENCE, NORTH 45 DEGREES 23 MINUTES 36 SECONDS WEST, ALONG A SOUTHWEST LINE OF SAID 108.402 ACRE TRACT, 58.78 FEET TO A 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD FOUND FOR A RE-ENTRANT CORNER OF SAID 108.402 ACRE TRACT;

THENCE, SOUTH 44 DEGREES 36 MINUTES 24 SECONDS WEST, ALONG A SOUTHEAST LINE OF SAID 108.402 ACRE TRACT, 15.00 FEET TO A FOUND 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 74 DEGREES 48 MINUTES 08 SECONDS WEST, ALONG A SOUTHEAST LINE OF SAID 108.402 ACRE TRACT, 168.67 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD, FROM WHICH A FOUND 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD BEARS NORTH 74 DEGREES 42 MINUTES EAST, 5.1 FEET;

THENCE, SOUTH 87 DEGREES 16 MINUTES 10 SECONDS WEST, ALONG A SOUTH LINE OF SAID 108.402 ACRE TRACT, PASSING THE MOST EASTERLY NORTHEAST CORNER OF THAT CERTAIN 29.80 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO WILLIE ANTHONY AND BANTHIS ANTHONY RECORDED IN BRAZORIA COUNTY CLERKS FILE NO. 2012057949, OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS, CONTINUING ALONG A SOUTH LINE OF SAID 108.402 ACRE TRACT AND ALONG A NORTH LINE OF SAID 29.80 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 660.08 FEET TO A 5/8 INCH "IDS" PLASTIC CAPPED IRON ROD FOUND FOR A SOUTHWEST CORNER OF SAID 108.402 ACRE TRACT AND FOR A RE-ENTRANT CORNER OF SAID 29.80 ACRE TRACT;

THENCE, NORTH 02 DEGREES 44 MINUTES 50 SECONDS WEST, ALONG A WEST LINE OF SAID 108.402 ACRE TRACT AND ALONG AN EAST LINE OF SAID 29.80 ACRE TRACT, PASSING THE MOST NORTHERLY NORTHEAST CORNER OF SAID 29.80 ACRE TRACT, WHICH IS THE SOUTHEAST CORNER OF THAT CERTAIN 8.999 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO SIRAJ JALALI AND ZAKIA JALALI RECORDED IN BRAZORIA COUNTY CLERKS FILE NO. 2012057308, OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS, CONTINUING ALONG A WEST LINE OF SAID 108.402 ACRE TRACT AND ALONG THE EAST LINE OF SAID 8.999 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 909.70 FEET TO A 5/8 INCH "IDS" PLASTIC CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 8.999 ACRE TRACT AND FOR A RE-ENTRANT CORNER OF SAID 108.402 ACRE TRACT;

THENCE, SOUTH 87 DEGREES 15 MINUTES 10 SECONDS WEST, ALONG A SOUTH LINE OF SAID 108.402 ACRE TRACT AND ALONG THE NORTH LINE OF SAID 8.999 ACRE TRACT, 19.61 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, NORTH 02 DEGREES 44 MINUTES 50 SECONDS WEST, 127.00 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 87 DEGREES 15 MINUTES 10 SECONDS WEST, 9.27 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, NORTH 02 DEGREES 44 MINUTES 50 SECONDS WEST, 620.96 FEET TO A 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD SET ON A NORTH LINE OF SAID 108.402 ACRE TRACT;

THENCE, NORTH 87 DEGREES 15 MINUTES 10 SECONDS EAST, ALONG A NORTH LINE OF SAID 108.402 ACRE TRACT, 122.84 FEET TO A 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD FOUND AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT WHOSE RADIUS IS 50.00 FEET AND WHOSE RADIUS POINT BEARS SOUTH 56 DEGREES 13 MINUTES 36 SECONDS EAST;

THENCE, IN AN EASTERLY DIRECTION ALONG A NORTH LINE OF SAID 108.402 ACRE TRACT AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 108 DEGREES 52 MINUTES 14 SECONDS, 95.01 FEET TO A FOUND 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD;

THENCE, NORTH 52 DEGREES 38 MINUTES 39 SECONDS EAST, ALONG A NORTHWEST LINE OF SAID 108.402 ACRE TRACT, 20.00 FEET TO A FOUND 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD;

THENCE, NORTH 87 DEGREES 15 MINUTES 10 SECONDS EAST, ALONG A NORTH LINE OF SAID 108.402 ACRE TRACT, 104.70 FEET TO A 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD FOUND FOR A NORTHEAST CORNER OF SAID 108.402 ACRE TRACT;

THENCE, SOUTH 02 DEGREES 36 MINUTES 20 SECONDS EAST, 145.00 FEET TO A 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD FOUND FOR A RE-ENTRANT CORNER OF SAID 108.402 ACRE TRACT;

THENCE, NORTH 87 DEGREES 15 MINUTES 10 SECONDS EAST, 209.84 FEET TO A FOUND 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 82 DEGREES 36 MINUTES 25 SECONDS EAST, ALONG A NORTH LINE OF SAID 108.402 ACRE TRACT, 66.82 FEET TO A FOUND 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 74 DEGREES 24 MINUTES 30 SECONDS EAST, ALONG A NORTH LINE OF SAID 108.402 ACRE TRACT, 66.28 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 67 DEGREES 13 MINUTES 30 SECONDS EAST, ALONG A NORTH LINE OF SAID 108.402 ACRE TRACT, 132.26 FEET TO A FOUND 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 30 DEGREES 35 MINUTES 28 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID 108.402 ACRE TRACT, 151.33 FEET TO A FOUND 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 47 DEGREES 30 MINUTES 41 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID 108.402 ACRE TRACT, 43.40 FEET TO A 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD FOUND AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT WHOSE RADIUS IS 780.00 FEET AND WHOSE RADIUS POINT BEARS SOUTH 47 DEGREES 30 MINUTES 41 SECONDS EAST, SAID CAPPED IRON ROD BEING A RE-ENTRANT CORNER OF SAID 108.402 ACRE TRACT;

THENCE, IN A NORTHEASTERLY DIRECTION ALONG A NORTHWEST LINE OF SAID 108.402 ACRE TRACT AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20 DEGREES 03 MINUTES 11 SECONDS, 272.99 FEET TO A FOUND 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD;

THENCE, NORTH 62 DEGREES 32 MINUTES 30 SECONDS EAST, ALONG A NORTHWEST LINE OF SAID 108.402 ACRE TRACT, 146.60 FEET TO A 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD FOUND AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT WHOSE RADIUS IS 670.00 FEET;

THENCE, IN A NORTHEASTERLY DIRECTION ALONG A NORTHWEST LINE OF SAID 108.402 ACRE TRACT AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 41 MINUTES 21 SECONDS, 370.56 FEET TO A 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD FOUND AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WHOSE RADIUS IS 547.89 FEET AND WHOSE RADIUS POINT BEARS NORTH 59 DEGREES 04 MINUTES 51 SECONDS WEST;

THENCE, IN A NORTHERLY DIRECTION ALONG A NORTHWEST LINE OF SAID 108.402 ACRE TRACT AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33 DEGREES 41 MINUTES 26 SECONDS, 322.16 FEET TO A FOUND 5/8 INCH "COTTON SURVEYING" PLASTIC CAPPED IRON ROD;

THENCE, NORTH 02 DEGREES 42 MINUTES 17 SECONDS WEST, ALONG A WEST LINE OF SAID 108.402 ACRE TRACT, 37.27 FEET TO A FOUND 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, NORTH 87 DEGREES 17 MINUTES 43 SECONDS EAST, 98.49 FEET TO A 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD FOUND AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT WHOSE RADIUS IS 600.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 88 DEGREES 38 MINUTES 09 SECONDS WEST;

THENCE, IN A SOUTHERLY DIRECTION ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 29 MINUTES 49 SECONDS, 225.12 FEET TO A 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD FOUND AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT WHOSE RADIUS IS 5,000.00 FEET;

THENCE, IN A SOUTHWESTERLY DIRECTION ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00 DEGREES 46 MINUTES 09 SECONDS, 67.12 FEET TO A 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD FOUND AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT WHOSE RADIUS IS 730.00 FEET;

THENCE, IN A SOUTHWESTERLY DIRECTION ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20 DEGREES 31 MINUTES 29 SECONDS, 261.51 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 47 DEGREES 22 MINUTES 59 SECONDS EAST, 89.42 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 08 DEGREES 44 MINUTES 47 SECONDS WEST, 80.22 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 02 DEGREES 23 MINUTES 12 SECONDS EAST, 80.24 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 13 DEGREES 39 MINUTES 23 SECONDS EAST, 80.29 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 25 DEGREES 27 MINUTES 18 SECONDS EAST, 80.27 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 36 DEGREES 24 MINUTES 43 SECONDS EAST, 80.22 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 47 DEGREES 22 MINUTES 07 SECONDS EAST, 80.27 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 59 DEGREES 19 MINUTES 26 SECONDS EAST, 2.68 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 02 DEGREES 44 MINUTES 50 SECONDS EAST, AT 413.42 FEET PASSING A 5/8 INCH IRON ROD WITH ILLEGIBLE PLASTIC CAP FOUND FOR A RE-ENTRANT CORNER OF SAID 108.402 ACRE TRACT AND THE NORTHWEST CORNER OF THE AFOREMENTIONED 10.00 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO BENJAMIN K. BARNES RECORDED IN BRAZORIA COUNTY CLERKS FILE NO. 2012033266, OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS, CONTINUING ALONG THE WEST LINE OF SAID BARNES TRACT AND ALONG AN EAST LINE OF SAID 108.402 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 1,073.42 FEET TO THE POINT OF BEGINNING AND CONTAINING 66.59 ACRES OF LAND.

BLOCK 1

LOT NO.	SQ. FT.	MIN. SLAB ELEV.
1	6,127	55.1
2	5,996	54.9
3	6,000	54.8
4	6,000	54.8
5	6,000	55.0
6	6,000	55.0
7	6,000	55.0
8	6,000	54.8
9	6,000	54.5
10	6,000	54.2
11	6,821	53.8

BLOCK 2

LOT NO.	SQ. FT.	MIN. SLAB ELEV.
1	6,273	55.2
2	6,583	55.0
3	7,250	54.8
4	7,244	54.5
5	9,275	54.5
6	6,522	55.2
7	6,250	55.2
8	6,250	55.2
9	6,632	55.0
10	7,039	54.9
11	6,960	54.7
12	6,480	54.7
13	7,362	54.9
14	8,706	54.9
15	9,640	54.9
16	6,171	54.7
17	6,000	54.6
18	6,063	54.4
19	6,945	54.1

BLOCK 3

LOT NO.	SQ. FT.	MIN. SLAB ELEV.
1	7,094	54.8
2	6,024	54.8
3	6,024	54.8
4	6,024	55.2
5	6,024	55.2
6	6,024	55.0
7	8,172	54.9
8	8,136	53.8
9	6,024	54.0
10	6,024	54.0
11	6,024	54.0
12	6,024	53.9
13	7,094	53.7

BLOCK 4

LOT NO.	SQ. FT.	MIN. SLAB ELEV.
1	6,350	53.7
2	6,350	53.9
3	6,350	53.9
4	6,350	53.9
5	6,350	53.7
6	6,350	53.7
7	6,350	53.8
8	6,350	53.8
9	9,766	53.7
10	7,896	53.0
11	6,000	53.2
12	6,000	53.3
13	6,000	53.5
14	5,889	53.5
15	8,948	53.6
16	12,477	53.6
17	6,695	53.5
18	6,229	53.3
19	6,250	53.3
20	6,250	53.5
21	6,250	53.6
22	6,250	53.8
23	6,250	53.8
24	6,250	53.7
25	6,250	53.5
26	6,250	53.4
27	6,250	53.2
28	6,022	53.2
29	8,183	53.3
30	12,318	53.3
31	6,775	53.3
32	6,249	53.1
33	6,350	53.3
34	6,350	53.4
35	6,350	53.4
36	6,350	53.4
37	6,350	53.4
38	6,350	53.4
39	6,350	53.1
40	6,350	53.3
41	7,539	53.3
42	9,880	53.2

BLOCK 5

LOT NO.	SQ. FT.	MIN. SLAB ELEV.
1	7,164	53.3
2	5,987	53.3
3	5,987	53.3
4	5,987	53.5
5	5,987	53.6
6	5,987	53.6
7	5,987	53.4
8	5,987	53.3
9	5,987	53.1
10	6,896	52.9
11	6,892	53.2
12	5,987	53.4
13	5,987	53.5
14	5,987	53.7
15	5,987	53.9
16	5,987	53.9
17	5,987	53.8
18	5,987	53.6
19	5,987	53.5
20	7,163	53.4

BLOCK 6

LOT NO.	SQ. FT.	MIN. SLAB ELEV.
1	8,245	54.2
2	8,363	54.3
3	8,222	54.5
4	8,125	54.7
5	7,798	54.8
6	8,363	54.8
7	8,363	54.6
8	8,363	54.3
9	7,231	54.1

BLOCK 7

LOT NO.	SQ. FT.	MIN. SLAB ELEV.
1	7,828	54.2
2	7,469	54.5
3	8,105	54.9
4	11,397	54.9
5	7,481	54.7
6	7,496	54.5
7	7,500	54.5
8	7,402	54.6
9	8,003	54.8

Engineer's Certificate of Substantial Completion

OWNER: Land Tejas Sterling Lakes, South, LLC.
2450 Fondren Road, Suite 210
Houston, Texas 77063

CONTRACT: Construction of Paving Facilities in Sierra Vista Section 1 & 2

CONTRACTOR: Park Construction Associates, LLC.
P.O. Box 986
Rosenberg, Texas 77471

ENGINEER: Manhard Consulting
2445 Technology Forest Boulevard, Suite 200
The Woodlands, Texas 77381

I hereby certify that this project is substantially complete as of June 7, 2018; that the project was under periodic observation during construction; that all observation of the work was performed by or under my supervision; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "record drawings" will be furnished to the Owner.

STATE OF TEXAS
AUBREY M. BROCKMAN
124935
LICENSED
PROFESSIONAL ENGINEER
06-07-2018

Sincerely,

Aubrey M. Brockman, P.E.

AMB:jl
P:\001 Sierra Vista - BCMUD 32\004 Section 1\Documents\Construction\CERTIFICATE OF SUBSTANTIAL COMPLETION - SV Blvd Paving.docx
Enclosure/Attachment

Cc: Rick Gadd – Land Tejas Sterling Lakes South, LLC

ELEVATION
land solutions

August 26, 2025

Sierra Vista Section 2			
Street name	PAE/AUE	LF	MILES
Sierra Vista Boulevard	VARIES	2564	0.49
Humphreys Green Drive	60'	561	0.11
Red Slate Drive	60'	559	0.11
Thunderbolt Peak Drive	60'	946	0.18
Langley Drive	60'	246	0.05
Matterhorn Drive	60'	666	0.13
Agassiz Drive	60'	557	0.11
Ritter Run Drive	60'	1139	0.22
Split Mountain Drive	60'	408	0.08
Muir Peak Drive	60'	726	0.14
Banner Peak Drive	60'	349	0.07
Sill Prairie Drive	60'	768	0.15

Brazoria County Engineering Department
Attention: Ms. Megan Cook
451 N. Velasco, Suite 230
Angleton, Texas 77515

Re: Sierra Vista Section 2 Paving Facilities for
Land Tejas Sterling Lakes South, LLC.
Brazoria County, Texas
Request for Final Acceptance of Roads

Dear Ms. Cook:

On June 26, 2025, we performed a final inspection for this project along with William Stidham. We certify that the deficiencies that were noted during the final inspection have been corrected by the contractor, Park Construction Associates.

On behalf of our client, Land Tejas Sterling Lakes South, LLC, we are requesting final acceptance of the pavement infrastructure for the above-referenced project.

Should you have any questions or require any additional information to support this request, please call me at (832) 823-2200.

Sincerely,

STATE OF TEXAS
DAVID L. DORAN
91388
LICENSED PROFESSIONAL ENGINEER

David L Doran, P.E., CCM
Partner, Construction Management

DLD/js

P:\001 Sierra Vista - BCMUD 32\004 Section 1\Documents\Construction\Acceptance Package\Brazoria County\Drafts\Sierra Vista Section 2 - Road Acceptance Request.docx

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.21. **1/13/2026**

Final Acceptance of Roads - Pomona Section 26 - Abstract 563 (Precinct 4)

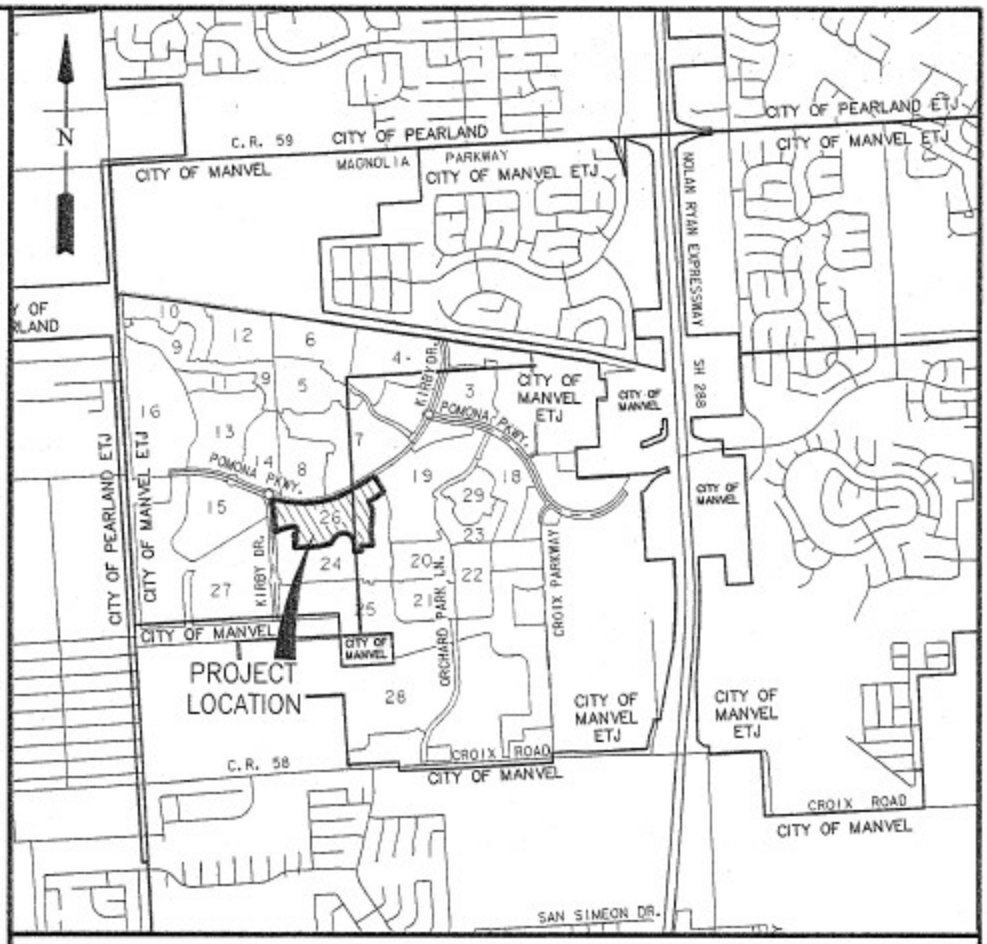
Whereas, the plat of - Pomona Section 26 - Abstract 563 (Precinct 4), was approved by the City of Manvel on October 23, 2023; and filed for record in Brazoria County Official Public Records, County Clerk's File #2024-024301 on June 6, 2024; and

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 January 13, 2026.

CR #	Street Name	ROW	Length (FT)	Length (Mi)
1449	Gleaming Pear Drive	60'	1,439.64	0.272
1475	Sweet Cherry Court	60'	435.86	0.082
1476	Palm Grove Drive	60'	281.99	0.053



VICINITY MAP

SCALE: 1" = 1/2 MILE

KEY MAP NO. 652D

2024024301
Total Pages: 4

STATE OF TEXAS
COUNTY OF BRAZORIA

WE, VPDF POMONA LLC, A DELAWARE LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH VP FINDERS 2 HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, SOLE MEMBER, ACTING BY AND THROUGH VARDE PARTNERS, INC., A DELAWARE CORPORATION, MANAGER, ACTING BY AND THROUGH BRENDAN BOSMAN, SENIOR MANAGING DIRECTOR, AND POMONA PHASE 4, LLC, A TEXAS LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH RUSSELL BYNUM, GENERAL MANAGER–HOUSTON, AND MC 288, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH RUSSELL BYNUM, GENERAL MANAGER–HOUSTON, AND POMONA LAND, LLC, A TEXAS LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH RUSSELL BYNUM, GENERAL MANAGER–HOUSTON, OWNERS OF THE PROPERTY SUBDIVIDED IN THE PLAT OF POMONA SECTION 26, BEING 29.564 ACRES OUT OF THE H.T. & B.R.R. CO. SURVEY, SECTION 78 (A.K.A.) J.S. TALMAGE SURVEY, ABSTRACT 563, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 22, 32, 33, AND 41–44, SECTION 78 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98, B.C.P.R. RECORDS OF SAID 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 POMONA SECTION 26 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 WHEREOF, VPDF POMONA LLC, A DELAWARE LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH VP FINDERS 2 HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, SOLE MEMBER, ACTING BY AND THROUGH VARDE PARTNERS, INC., A DELAWARE CORPORATION, ITS MANAGER HAS CAUSED THESE PRESENTS TO BE SIGNED BY BRENDAN BOSMAN, SENIOR MANAGING DIRECTOR OF VARDE PARTNERS, INC., A DELAWARE CORPORATION, THEREUNTO AUTHORIZED,

THIS 4 DAY OF OCTOBER, 2023.

BY: VPDF POMONA, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: VP FINDERS 2 HOLDINGS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY,
SOLE MEMBER

BY: VARDE PARTNERS, INC.,
A DELAWARE CORPORATION,
MANAGER

BY: _____
BRENDAN BOSMAN, SENIOR MANAGING DIRECTOR

STATE OF MINNESOTA
COUNTY OF WASHINGTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BRENDAN BOSMAN, 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 4 DAY OF OCTOBER, 2023.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF MINNESOTA

JESSICA ANN LAUMEYER
Notary Public-Minnesota
My Commission Expires Jan 31, 2027

IN TESTIMONY WHEREOF, POMONA PHASE 4, LLC, A TEXAS LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY RUSSELL BYNUM, ITS GENERAL MANAGER–HOUSTON, THEREUNTO AUTHORIZED,

THIS 27 DAY OF September, 2023.

BY: POMONA PHASE 4, LLC,
A TEXAS LIMITED LIABILITY COMPANY

BY: _____
RUSSELL BYNUM, GENERAL MANAGER–HOUSTON

STATE OF Texas
COUNTY OF Brazoria

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RUSSELL BYNUM, 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 27 DAY OF September, 2023.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

JOSHUA BAILEY CUADRA
Notary ID #132403903
My Commission Expires
March 13, 2024

IN TESTIMONY WHEREOF, MC 288, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY RUSSELL BYNUM, ITS GENERAL MANAGER–HOUSTON, THEREUNTO AUTHORIZED,

THIS 27 DAY OF September, 2023.

BY: MC 288, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
RUSSELL BYNUM, GENERAL MANAGER–HOUSTON

STATE OF Texas
COUNTY OF Brazoria

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RUSSELL BYNUM, 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 27 DAY OF September, 2023.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

JOSHUA BAILEY CUADRA
Notary ID #132403903
My Commission Expires
March 13, 2024

IN TESTIMONY WHEREOF, POMONA LAND, LLC, A TEXAS LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY RUSSELL BYNUM, ITS GENERAL MANAGER–HOUSTON, THEREUNTO AUTHORIZED,

THIS 27 DAY OF September, 2023.

BY: POMONA LAND, LLC,
A TEXAS LIMITED LIABILITY COMPANY

BY: _____
RUSSELL BYNUM, GENERAL MANAGER–HOUSTON

STATE OF Texas
COUNTY OF Brazoria

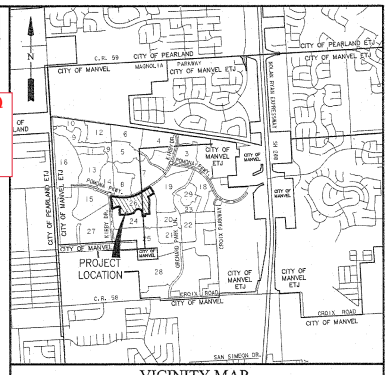
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RUSSELL BYNUM, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 27 DAY OF September, 2023.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

JOSHUA BAILEY CUADRA
Notary ID #132403903
My Commission Expires
March 13, 2024

CR	Street Name	ROW Width	Length(ft.)	Length(miles)
1449	Gleaming Pear Drive	60'	1,439.64'	0.272
1475	Sweet Cherry Court	60'	435.86'	0.082
1476	Palm Grove Drive	60'	281.99'	0.053



VICINITY MAP
SCALE: 1" = 1/2 MILE

KEY MAP NO. 652D

WE, TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, OWNER AND HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOWN AS POMONA SECTION 26, SAID LIEN BEING EVIDENCED BY INSTRUMENT OF RECORD IN THE CLERK'S FILE NO. 2021061683, 2020018766, 2021061699, 2020018767, 2020018768, 2020018797, AND 2023037191 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,
NATIONAL ASSOCIATION

BY: _____
PRINT NAME: Tom Miller
TITLE: ASSISTANT VICE PRESIDENT

STATE OF TEXAS
COUNTY OF Harris

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Tom Miller, 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 10 DAY OF October, 2022.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

LESLEY CELESTINE THOMAS
Notary Public, State of Texas
Comm. Expires 08-18-2026
Notary ID 129474899

I, KEITH W. MONROE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL BOUNDARY SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION ACCORDING TO THE STANDARDS OF PRACTICE OF THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS; THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE NEAREST STREET INTERSECTION; THAT THE BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE/TANGENCY AND INTERIOR CORNERS OF THIS SUBDIVISION WERE NOT SET AT THE TIME THIS PLAT WAS SIGNED BY ME AND THAT THESE CORNERS ARE TO BE SET AFTER CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE AND FINAL LOT GRADING WITHIN THE SUBDIVISION; AND THAT ALL PREVIOUSLY EXISTING PROPERTY MARKERS ARE SUFFICIENTLY DESCRIBED ON THIS DOCUMENT AS FOUND AND ALL SET MARKERS ARE A MINIMUM OF 5/8–INCH DIAMETER IRON ROD WITH SURVEYOR'S CAP. (SEE NOTE 5)

THE INTERIOR CORNERS OF THIS SUBDIVISION WERE NOT SET AT THE TIME THIS PLAT WAS SIGNED AND SEALED BY ME. THESE CORNERS ARE EXPECTED TO BE SET AFTER CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE AND FINAL GRADING WITHIN THE SUBDIVISION.

_____
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

9-20-2023

BRAZORIA DRAINAGE DISTRICT NO. 4 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 STRIP.
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'S INSPECTOR AT LEAST FORTH–EIGHT (48) HOURS BEFORE BEGINNING WORK AND TWENTY–FOUR (24) HOURS BEFORE PLACING ANY CONCRETE.
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 APPURTENANCES 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.
11. AN AS–BUILT CERTIFICATE AND AS–BUILT SURVEY ARE REQUIRED TO BE SUBMITTED TO THE DISTRICT BEFORE A CERTIFICATE OF COMPLIANCE CAN BE ISSUED. CONTACT THE DISTRICT'S INSPECTOR FOR FURTHER CLARIFICATION.
12. ALL DRAINAGE PLANS AND PLATS SHALL BE IN CONFORMANCE WITH THE DISTRICT'S RULES, REGULATIONS & GUIDELINES. BOARD APPROVAL OF A DRAINAGE PLAN OR PLAT DOES NOT CONSTITUTE PERMISSION TO DEVIATE. DEVIATION FROM THE DISTRICT'S RULES, REGULATIONS & GUIDELINES IS ONLY AUTHORIZED AND ALLOWED BY A SEPARATE REQUEST FOR VARIANCE WHICH WAS APPROVED BY THE BOARD. ANY BOARD APPROVED VARIANCE SHALL BE REFERENCED ON THE PLAN COVER PAGE AND ON THE APPROPRIATE SHEET WHERE APPLICABLE. THE USE OF THE TERM "GUIDELINES" HEREIN DOES NOT AFFECT THE MANDATORY NATURE OF THESE RULES, REGULATIONS & GUIDELINES.

APPROVED BY THE BOARD OF COMMISSIONERS ON 05/03/2022

_____
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. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE DISTRICT'S "RULES, REGULATIONS AND GUIDELINES" AND THESE APPROVED DRAINAGE PLANS AND/ OR PLAT, THE DISTRICT'S RULES, REGULATIONS & GUIDELINES" SHALL GOVERN AND PREVAIL. ANY APPROVED VARIANCES SHALL BE ITEMIZED ON THE COVER SHEET AND PLACED ON THE APPROPRIATE SHEET WHERE APPLICABLE. 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 #22–000076

THIS IS TO CERTIFY THAT THE PLANNING, DEVELOPMENT AND ZONING COMMISSION OF THE CITY OF MANVEL, TEXAS, HAS APPROVED THIS PLAT OF POMONA SECTION 26 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 23rd DAY OF October, 20 23.

_____
PLANNING, DEVELOPMENT, AND ZONING COMMISSION

FINAL PLAT OF
POMONA SECTION 26

A SUBDIVISION OF 29.564 ACRES OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY, SECTION 78 (A.K.A.) J.S. TALMAGE SURVEY, ABSTRACT 563, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 22, 23, 32, 33, AND 41–44, SECTION 78 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 (B.C.P.R.).

51 LOTS 4 RESERVES (15.191 ACRES) 2 BLOCKS

SEPTEMBER 7, 2023 JOB NO. 2149–4126P

OWNERS:
MC 288, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
RUSSELL BYNUM, GENERAL MANAGER–HOUSTON
3129 KINGSLEY DRIVE, SUITE 1340, PEARLAND, TEXAS 77584
PH: 832–336–6271

OWNERS:
POMONA LAND, LLC,
A TEXAS LIMITED LIABILITY COMPANY
RUSSELL BYNUM, GENERAL MANAGER–HOUSTON
3129 KINGSLEY DRIVE, SUITE 1340, PEARLAND, TEXAS 77584
PH: 832–336–6271

OWNERS:
POMONA PHASE 4, LLC,
A TEXAS LIMITED LIABILITY COMPANY
RUSSELL BYNUM, GENERAL MANAGER–HOUSTON
3129 KINGSLEY DRIVE, SUITE 1340, PEARLAND, TEXAS 77584
PH: 832–336–6271

OWNERS:
VPDF POMONA, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
BRENDAN BOSMAN, SENIOR MANAGING DIRECTOR
601 MARQUETTE AVENUE SOUTH, SUITE 3300,
MINNEAPOLIS, MINNESOTA 55404
PH: 952–863–1554

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 4

MYLAR CHECK: SURV. DIR.

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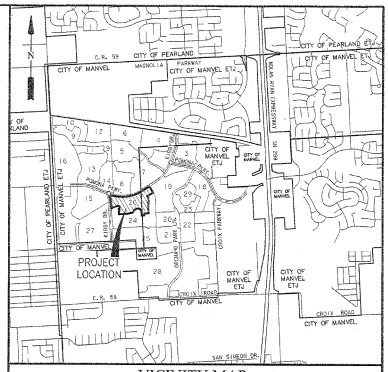
LEGEND

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

N

60 30 0 60

SCALE: 1"=60'



VICINITY MAP
SCALE: 1" = 1/2 MILE

KEY MAP NO. 652D



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 03°13'45" E	68.37'
L2	S 89°46'18" W	95.00'
L3	N 08°43'01" W	60.86'
L4	N 23°52'10" W	56.31'
L5	N 41°52'00" W	56.31'
L6	N 59°51'50" W	56.31'
L7	N 77°51'40" W	56.31'
L8	S 84°08'30" W	56.31'
L9	S 66°08'40" W	56.31'
L10	S 48°50'13" W	58.19'
L11	S 84°04'11" E	55.06'
L12	N 03°15'00" W	94.99'
L13	N 02°24'47" W	60.01'
L14	N 13°14'53" W	12.19'
L15	S 76°45'07" W	24.58'
L16	S 03°13'42" E	56.55'
L17	N 25°30'35" E	18.81'
L18	S 03°13'42" E	56.55'
L19	N 13°14'42" W	36.59'
L20	N 13°14'53" W	5.00'
L21	N 88°51'40" E	5.00'
L22	N 63°03'23" E	20.00'
L23	N 13°23'14" E	14.71'
L24	N 77°23'53" E	27.74'
L25	N 42°25'57" E	27.30'
L26	S 42°25'57" E	44.30'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	35.00'	114°50'46"	70.16'	N 44°16'13" E	58.99'
C2	2560.00'	10°36'47"	474.20'	S 83°36'46" E	473.52'
C3	1560.00'	32°30'04"	885.62'	N 74°48'48" E	873.97'
C4	400.00'	41°40'57"	291.00'	S 12°10'19" E	284.62'
C5	1800.00'	15°08'53"	475.89'	S 00°05'43" W	474.51'
C6	25.00'	90°00'00"	39.27'	S 41°46'18" W	35.36'
C7	25.00'	90°01'19"	39.28'	N 41°45'39" E	35.36'
C8	25.00'	94°52'43"	41.40'	N 45°47'20" W	36.83'
C9	270.00'	4°05'36"	19.29'	N 03°41'49" E	19.28'
C10	25.00'	59°25'23"	25.93'	N 35°27'18" E	24.78'
C11	60.00'	168°24'53"	176.36'	N 19°02'27" W	119.39'
C12	875.00'	11°17'16"	172.38'	S 65°06'01" W	172.10'
C13	1560.00'	9°54'11"	269.63'	N 08°12'06" W	269.29'
C14	300.00'	39°37'51"	207.51'	N 66°57'23" E	203.39'
C15	330.00'	129°37'51"	746.62'	S 66°02'37" E	597.26'
C16	300.00'	38°30'23"	201.62'	N 44°47'46" E	197.85'
C17	25.00'	90°00'00"	39.27'	N 41°46'18" E	35.36'
C18	25.00'	49°40'47"	21.68'	N 28°04'05" W	21.00'
C19	60.00'	279°21'34"	292.54'	N 86°46'18" E	77.65'
C20	25.00'	49°40'47"	21.68'	S 21°36'42" W	21.00'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C21	25.00'	103°36'24"	45.21'	S 55°01'54" E	39.29'
C22	270.00'	26°01'27"	122.64'	N 60°09'11" E	121.58'
C23	360.00'	60°24'44"	379.58'	N 77°30'50" E	362.24'
C24	25.00'	70°45'53"	33.49'	N 69°16'15" E	31.05'
C25	330.00'	33°15'39"	191.57'	N 47°25'08" E	188.88'
C26	25.00'	49°40'47"	21.68'	N 29°12'34" E	21.00'
C27	60.00'	279°21'34"	292.54'	S 25°57'02" E	77.65'
C28	25.00'	49°40'47"	21.68'	S 88°53'22" W	21.00'
C29	270.00'	31°00'59"	146.16'	S 48°33'26" W	144.38'
C30	25.00'	88°57'44"	38.82'	S 11°26'54" E	35.03'
C31	360.00'	52°42'04"	331.13'	S 29°34'44" E	319.58'
C32	300.00'	129°37'51"	678.75'	N 66°02'37" W	542.88'
C33	330.00'	39°37'51"	228.26'	S 66°57'23" W	223.73'
C34	1175.00'	4°34'44"	93.90'	N 69°00'11" E	93.88'
C35	900.00'	18°15'18"	286.75'	N 67°37'28" E	285.54'
C36	1200.00'	18°15'18"	382.33'	S 67°37'28" W	380.72'
C37	1580.00'	0°43'31"	20.00'	S 06°34'31" E	20.00'

RESERVE TABLE				
RESERVE	ACREAGE	SQ.FT.	TYPE	MAINTENANCE
A	13.191	574,594	RESTRICTED TO BRAZORIA DRAINAGE DISTRICT NO. 4 DRAINAGE EASEMENT	MUD
B	0.231	10,052	RESTRICTED TO LANDSCAPE/OPEN SPACE	HOA
C	0.440	19,150	RESTRICTED TO CANAL	MUD/GCWA
D	1.329	57,913	RESTRICTED TO LANDSCAPE/OPEN SPACE	HOA
TOTAL	15.191	661,709		

FINAL PLAT OF POMONA SECTION 26

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51 LOTS 4 RESERVES (15.191 ACRES) 2 BLOCKS

SEPTEMBER 7, 2023 JOB NO. 2149-4126P

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Houston, Texas 77042 T.B.P.E.L.S. Firm No. 10194382

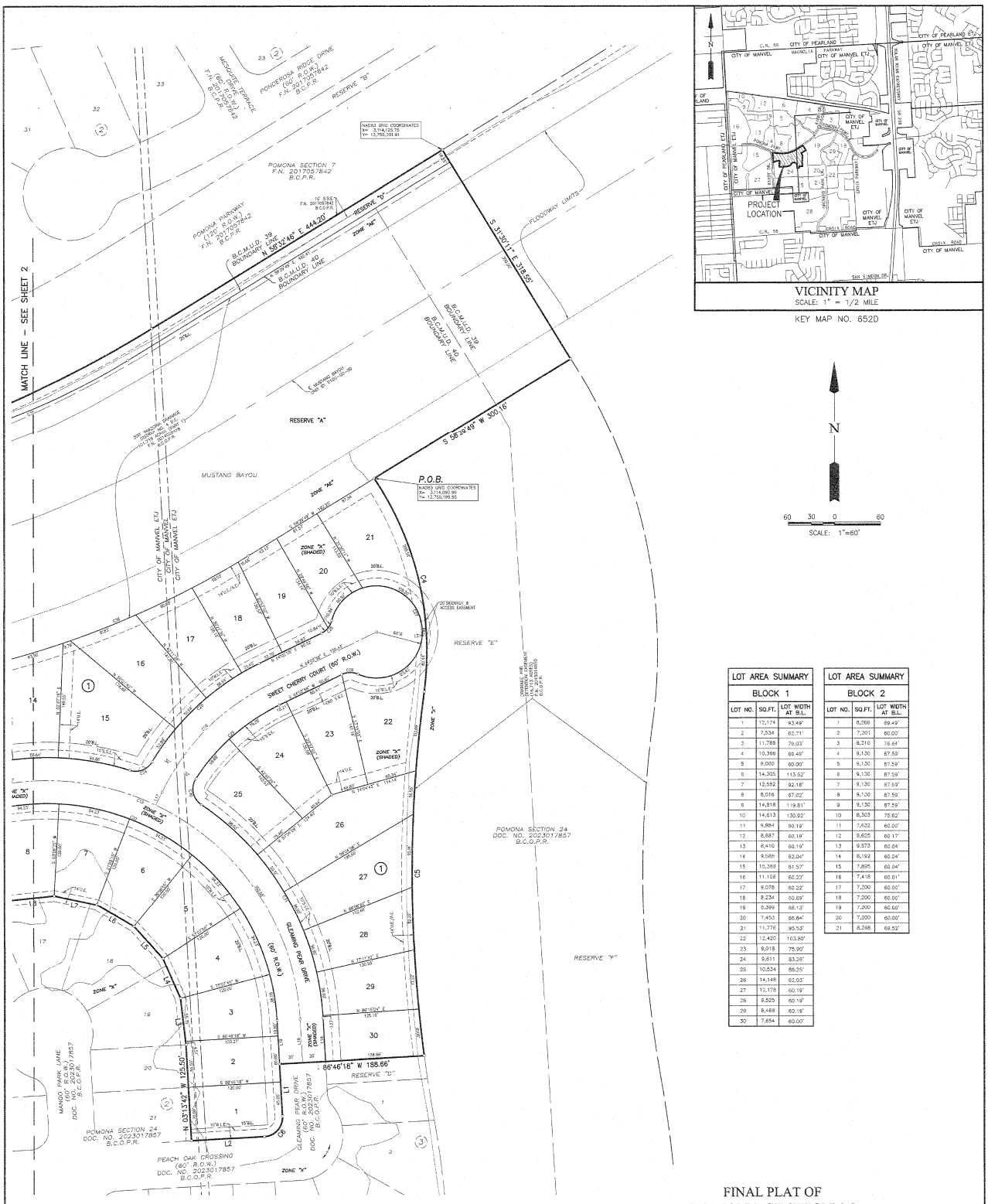
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Suite 100 Fax 713.953.5026
Katy, Texas 77449 FRN-F-1386

MYLAR CHECK: SURV. _____ DR. _____

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2024024301 Page 3 of 4



VICINITY MAP
SCALE: 1" = 1/2 MILE

KEY MAP NO. 652D

N

60 30 0 60
SCALE: 1"=60'

LOT AREA SUMMARY		
BLOCK 1		
LOT NO.	SQ.FT.	LOT WIDTH AT B.L.
1	12,174	93.49'
2	7,534	62.71'
3	11,788	79.03'
4	10,396	69.49'
5	9,000	60.00'
6	14,305	113.52'
7	12,552	92.18'
8	8,016	67.02'
9	14,818	119.81'
10	14,613	130.92'
11	9,984	80.19'
12	8,687	80.19'
13	8,410	80.19'
14	9,585	82.04'
15	16,389	81.57'
16	11,106	80.22'
17	9,078	80.22'
18	8,234	80.69'
19	8,399	68.13'
20	7,453	66.84'
21	11,776	95.53'
22	12,420	103.80'
23	9,018	75.90'
24	9,611	83.26'
25	10,534	86.25'
26	14,146	62.03'
27	12,178	60.19'
28	9,525	60.19'
29	8,468	60.19'
30	7,654	60.00'

LOT AREA SUMMARY		
BLOCK 2		
LOT NO.	SQ.FT.	LOT WIDTH AT B.L.
1	8,266	69.49'
2	7,201	60.00'
3	8,210	76.64'
4	9,130	87.59'
5	9,130	87.59'
6	9,130	87.59'
7	9,130	87.59'
8	9,130	87.59'
9	9,130	87.59'
10	8,303	75.62'
11	7,632	60.00'
12	9,625	80.17'
13	9,573	80.04'
14	8,192	80.04'
15	7,895	80.04'
16	7,418	80.01'
17	7,200	60.00'
18	7,200	60.00'
19	7,200	60.00'
20	7,200	60.00'
21	8,268	68.52'

LEGEND

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VOL.	INDICATES VOLUME
W.L.E.	INDICATES WATER LINE EASEMENT
	INDICATES STREET NAME CHANGE

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POMONA SECTION 26

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SHEET 3 OF 4

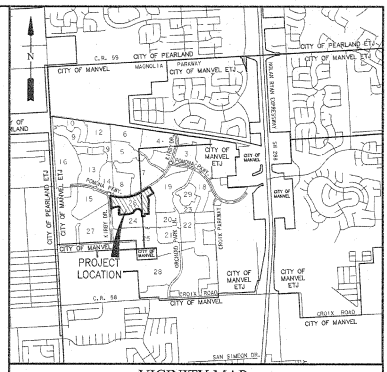
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2024024301 Page 4 of 4

POMONA DEVELOPMENT – LOT SUMMARY TABLE

LOT SIZES	40'x110'	42'x120'	45'x125'	50'x110'	50'x120'	50'x130'	60'x120'	60'x125'	65'x120'	65'x130'	70'x130'	75'x130'	80'x130'	TOTAL LOTS
SECTION 1	-----	-----	-----	-----	-----	6 LOTS	-----	-----	7 LOTS	-----	-----	5 LOTS	-----	18 LOTS
SECTION 2	-----	-----	-----	-----	-----	-----	-----	-----	99 LOTS	-----	-----	-----	-----	99 LOTS
SECTION 3	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	46 LOTS	-----	46 LOTS
SECTION 4	-----	-----	-----	-----	-----	137 LOTS	-----	-----	-----	-----	-----	-----	-----	137 LOTS
SECTION 5	-----	-----	-----	-----	-----	55 LOTS	-----	-----	20 LOTS	-----	-----	6 LOTS	-----	81 LOTS
SECTION 6	-----	-----	-----	107 LOTS	-----	-----	-----	-----	-----	-----	-----	-----	-----	107 LOTS
SECTION 7	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	49 LOTS	-----	49 LOTS
SECTION 8	-----	-----	-----	-----	-----	-----	-----	-----	59 LOTS	-----	-----	-----	-----	59 LOTS
SECTION 9	-----	-----	-----	-----	-----	76 LOTS	-----	-----	-----	-----	-----	-----	-----	76 LOTS
SECTION 10	-----	-----	-----	76 LOTS	-----	-----	-----	-----	-----	-----	-----	-----	-----	76 LOTS
SECTION 11	-----	-----	-----	-----	-----	-----	-----	-----	-----	26 LOTS	-----	-----	-----	26 LOTS
SECTION 12	-----	-----	-----	-----	74 LOTS	10 LOTS	-----	-----	-----	-----	-----	-----	-----	84 LOTS
SECTION 13	-----	-----	-----	-----	-----	-----	70 LOTS	-----	-----	-----	-----	-----	-----	70 LOTS
SECTION 14	-----	-----	-----	-----	-----	62 LOTS	-----	-----	-----	-----	-----	-----	-----	62 LOTS
SECTION 15	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	50 LOTS	-----	34 LOTS	84 LOTS
SECTION 16	-----	-----	-----	-----	118 LOTS	-----	-----	-----	-----	-----	-----	-----	-----	118 LOTS
SECTION 17	-----	-----	-----	-----	-----	84 LOTS	-----	-----	-----	-----	-----	-----	-----	84 LOTS
SECTION 18	-----	-----	-----	-----	2 LOTS	2 LOTS	7 LOTS	-----	-----	-----	-----	-----	2 LOTS	13 LOTS
SECTION 19	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	29 LOTS	-----	35 LOTS	64 LOTS
SECTION 20	-----	-----	-----	-----	-----	61 LOTS	-----	-----	-----	-----	-----	-----	-----	61 LOTS
SECTION 21	-----	-----	-----	-----	76 LOTS	-----	-----	-----	-----	-----	-----	-----	-----	76 LOTS
SECTION 22	-----	-----	-----	-----	-----	-----	17 LOTS	53 LOTS	-----	-----	-----	-----	-----	70 LOTS
SECTION 23	-----	-----	-----	-----	-----	-----	4 LOTS	42 LOTS	-----	-----	-----	-----	-----	46 LOTS
SECTION 24	-----	-----	-----	-----	-----	100 LOTS	-----	-----	-----	-----	-----	-----	-----	100 LOTS
SECTION 25	-----	-----	-----	-----	121 LOTS	-----	-----	-----	-----	-----	-----	-----	-----	121 LOTS
SECTION 26	-----	-----	-----	-----	-----	-----	51 LOTS	-----	-----	-----	-----	-----	-----	51 LOTS
SECTION 27	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	26 LOTS	-----	37 LOTS	63 LOTS
SECTION 28	124 LOTS	58 LOTS	58 LOTS	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	240 LOTS
SECTION 29	-----	-----	-----	-----	-----	-----	-----	45 LOTS	-----	-----	-----	-----	-----	45 LOTS
TOTAL LOTS	124 LOTS	58 LOTS	58 LOTS	183 LOTS	391 LOTS	798 LOTS	149 LOTS	140 LOTS	185 LOTS	26 LOTS	105 LOTS	106 LOTS	108 LOTS	2,461 LOTS



VICINITY MAP
SCALE: 1" = 1/2 MILE

KEY MAP NO. 652D

BEING 29.564 ACRES OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY, SECTION 78 (A.K.A.) J.S. TALMAGE SURVEY, ABSTRACT 563, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 22, 23, 32, 33, AND 41–44, SECTION 78 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98, PLAT RECORDS OF SAID BRAZORIA COUNTY, TEXAS (B.C.P.R.), ALSO BEING A PORTION OF THAT CERTAIN CALLED 382.586 ACRE TRACT CONVEYED TO POMONA LAND, LLC, BY INSTRUMENT OF RECORD IN FILE NUMBER 2017030819, OF THE OFFICIAL PUBLIC RECORDS OF SAID BRAZORIA COUNTY (B.C.O.P.R.), A PORTION OF THAT CERTAIN CALLED 971.956 ACRE TRACT CONVEYED TO MC 288, LLC (DESCRIBED AS PART 1), BY INSTRUMENT OF RECORD IN FILE NUMBER 2013052984, B.C.O.P.R., AND A PORTION OF THAT CERTAIN CALLED 136.648 ACRE TRACT (DESCRIBED AS TRACT 3), CONVEYED TO POMONA PHASE 4, LLC, BY AN INSTRUMENT OF RECORD IN FILE NUMBER 2018052949, B.C.O.P.R., AND A PORTION OF THAT CERTAIN CALLED 65.773 ACRE TRACT CONVEYED TO VPDF POMONA, LLC, BY INSTRUMENT OF RECORD IN FILE NUMBER 2020017900, B.C.O.P.R., SAID 29.564 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1993 ADJUSTMENT));

BEGINNING AT A 5/8–INCH IRON ROD WITH CAP STAMPED "LJA ENG" PREVIOUSLY FOUND FOR THE NORTHEASTERLY CORNER OF SAID 65.773 ACRES TRACT, SAME BEING THE NORTHWEST CORNER OF A CALLED 16.713 ACRES DRAINAGE AND DETENTION EASEMENT OF RECORD IN FILE NUMBER 2015014650, B.C.O.P.R., AND ON THE SOUTHERLY LINE OF A CALLED 101.719 ACRE DRAINAGE EASEMENT (DESCRIBED AS PART 1), CONVEYED TO BRAZORIA DRAINAGE DISTRICT NO. 4, BY INSTRUMENT OF RECORD IN FILE NUMBER 2014020078, B.C.O.P.R.;

THENCE, WITH THE COMMON LINE OF THE EASTERLY LINE OF SAID 65.773 ACRES, AND THE WESTERLY LINE OF SAID 16.713 ACRES, 291.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 41° 40' 57", AND A CHORD WHICH BEARS SOUTH 13° 10' 19" EAST, 284.62 FEET TO A POINT FOR CORNER, THE BEGINNING OF A REVERSE CURVE;

THENCE, CONTINUING ALONG SAID COMMON LINE, 475.69 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1800.00 FEET, A CENTRAL ANGLE OF 15° 08' 32", AND A CHORD WHICH BEARS SOUTH 04° 03' 43" WEST, 474.31 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 86° 48' 18" WEST, DEPARTING SAID COMMON LINE, 188.66 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 03° 13' 42" EAST, 68.37 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 39.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90° 00' 00", AND A CHORD WHICH BEARS SOUTH 41° 46' 18" WEST, 35.36 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 86° 46' 18" WEST, 95.00 FEET TO A POINT FOR CORNER;

THENCE, NORTH 03° 13' 42" WEST, 125.50 FEET TO A POINT FOR CORNER;

THENCE, NORTH 06° 43' 01" WEST, 60.86 FEET TO A POINT FOR CORNER;

THENCE, NORTH 23° 52' 10" WEST, 56.31 FEET TO A POINT FOR CORNER;

THENCE, NORTH 41° 52' 00" WEST, 56.31 FEET TO A POINT FOR CORNER;

THENCE, NORTH 59° 51' 50" WEST, 56.31 FEET TO A POINT FOR CORNER;

THENCE, NORTH 77° 51' 40" WEST, 56.31 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 84° 08' 30" WEST, 56.31 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 66° 08' 40" WEST, 56.31 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 49° 50' 13" WEST, 58.19 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 33° 39' 31" WEST, 136.92 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 76° 38' 25" WEST, 223.48 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 84° 04' 11" WEST, 55.06 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 86° 46' 18" WEST, 340.04 FEET TO A POINT FOR CORNER;

THENCE, NORTH 03° 15' 00" WEST, 94.99 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 39.28 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90° 01' 19", AND A CHORD WHICH BEARS NORTH 41° 45' 39" EAST, 35.36 FEET TO A POINT FOR CORNER;

THENCE, NORTH 02° 24' 47" WEST, 60.01 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 41.40 FEET ALONG THE ARC OF A NON–TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 94° 52' 43", AND A CHORD WHICH BEARS NORTH 48° 47' 20" WEST, 36.83 FEET TO A POINT FOR CORNER, THE BEGINNING OF A COMPOUND CURVE;

THENCE, 19.29 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 04° 05' 36", AND A CHORD WHICH BEARS NORTH 03° 41' 49" EAST, 19.28 FEET TO A POINT FOR CORNER, THE BEGINNING OF A COMPOUND CURVE;

THENCE, 25.93 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 59° 25' 23", AND A CHORD WHICH BEARS NORTH 35° 27' 18" EAST, 24.78 FEET TO A POINT FOR CORNER, THE BEGINNING OF A REVERSE CURVE;

THENCE, 176.36 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 168° 24' 53", AND A CHORD WHICH BEARS NORTH 19° 02' 27" WEST, 119.39 FEET TO A POINT FOR CORNER;

THENCE, NORTH 13° 14' 53" WEST, 12.19 FEET TO A POINT FOR CORNER, ON THE NORTHERLY LINE OF THE AFOREMENTIONED 65.773 ACRE TRACT, SAME BEING THE SOUTHERLY LINE OF THE AFOREMENTIONED 101.719 ACRES;

THENCE, SOUTH 76° 45' 07" WEST, ALONG SAID COMMON LINE, 24.58 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 74° 32' 01" WEST, CONTINUING ALONG SAID COMMON LINE, 122.78 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, WITH SAID COMMON LINE, PASSING AT AN ARC LENGTH OF 29.37 FEET, THE NORTHWEST CORNER OF SAID 65.773 ACRE TRACT, AND CONTINUING ALONG THE SOUTHERLY LINE OF SAID 101.719 ACRES A TOTAL ARC LENGTH OF 172.38 FEET ALONG THE ARC OF A NON–TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 875.00 FEET, A CENTRAL ANGLE OF 11° 17' 16", AND A CHORD WHICH BEARS SOUTH 65° 08' 01" WEST, 172.10 FEET TO A POINT FOR CORNER;

THENCE, NORTH 03° 15' 00" WEST, DEPARTING THE SOUTHERLY LINE OF SAID 101.719 ACRES, 251.23 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 269.63 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1560.00 FEET, A CENTRAL ANGLE OF 09° 54' 11", AND A CHORD WHICH BEARS NORTH 08° 12' 08" WEST, 269.29 FEET TO A POINT FOR CORNER, THE BEGINNING OF A REVERSE CURVE, SAME BEING ON THE SOUTHERLY LINE OF POMONA PARKWAY STREET DEDICATION NO. 2, A SUBDIVISION OF RECORD IN FILE NUMBER 2019060980, B.C.P.R.;

THENCE, WITH THE SOUTHERLY LINE OF SAID POMONA PARKWAY STREET DEDICATION NO. 2, 70.16 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 114° 50' 48", AND A CHORD WHICH BEARS NORTH 44° 16' 13" EAST, 58.99 FEET TO A POINT FOR CORNER, THE BEGINNING OF A REVERSE CURVE;

THENCE, CONTINUING WITH THE SOUTHERLY LINE OF SAID POMONA PARKWAY STREET DEDICATION NO. 2, PASSING AT AN ARC LENGTH OF 115.29 FEET, THE SOUTHWEST CORNER OF POMONA SECTION 8, A SUBDIVISION OF RECORD AT FILE NUMBER 2018037061, B.C.P.R., 65.773 ACRE TRACT CONVEYED TO MHI PARTNERSHIP, LTD, BY INSTRUMENT OF RECORD IN FILE NUMBER 2021084483 AND CONTINUING ALONG THE COMMON LINE OF SAID POMONA SECTION 8, AND SAID 382.586 ACRES A TOTAL ARC LENGTH OF 474.20 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,560.00 FEET, A CENTRAL ANGLE OF 10° 36' 47", AND A CHORD WHICH BEARS SOUTH 83° 36' 46" EAST, 473.52 FEET TO A POINT FOR CORNER, THE BEGINNING OF A COMPOUND CURVE;

THENCE, WITH SAID COMMON LINE, PASSING AT AN ARC LENGTH OF 404.90 FEET, THE SOUTHEAST CORNER OF SAID POMONA SECTION 8, AND THE SOUTHWEST CORNER OF POMONA SECTION 7, A SUBDIVISION OF RECORD IN FILE NUMBER 2017057842, B.C.P.R., AND CONTINUING WITH THE COMMON LINE OF THE SOUTHERLY LINE OF SAID POMONA SECTION 7, AND SAID 382.586 ACRES, A TOTAL ARC LENGTH OF 885.62 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1560.00 FEET, A CENTRAL ANGLE OF 32° 32' 04", AND A CHORD WHICH BEARS NORTH 74° 48' 48" EAST, 873.97 FEET TO A POINT FOR CORNER;

THENCE, NORTH 58° 32' 46" EAST, CONTINUING ALONG THE COMMON LINE OF SAID POMONA SECTION 7, AND SAID 382.586 ACRES, 444.20 FEET TO THE NORTHWEST CORNER OF POMONA SECTION 19, A SUBDIVISION OF RECORD IN FILE NUMBER 2022000516, B.C.P.R.;

THENCE, SOUTH 31° 30' 11" EAST, DEPARTING SAID COMMON LINE, ALONG THE WESTERLY LINE OF SAID POMONA SECTION 19, 318.55 FEET TO A POINT FOR CORNER, SAME BEING THE NORTHEAST CORNER OF THE AFOREMENTIONED 16.713 ACRES, SAME BEING ON THE SOUTHERLY LINE OF THE AFOREMENTIONED 101.719 ACRES;

THENCE, SOUTH 58° 29' 49" WEST, DEPARTING THE WESTERLY LINE OF SAID POMONA SECTION 19, ALONG THE NORTHERLY LINE OF SAID 16.713 ACRES, AND THE SOUTHERLY LINE OF SAID 101.719 ACRES, 300.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 29.564 ACRES OF LAND.

NOTES:

1. THIS PLAT HAS BEEN PREPARED TO MEET THE REQUIREMENTS FOR THE STATE OF TEXAS, BRAZORIA COUNTY, AND THE INCORPORATED LIMITS OF THE CITY OF MANVEL.
2. THIS PLAT WAS PREPARED FROM INFORMATION PROVIDED BY CHARTER TITLE COMPANY, ORDER NO. 2022–0251, DATED SEPTEMBER 8, 2023. 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. CORNER MONUMENTS WILL BE SET AFTER CONSTRUCTION AND BEFORE RECORDATION OF THE ASSOCIATED SUBDIVISION PLAT.
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. = 71.62 FEET, NGVD–29 (1978 ADJ.)
7. BOD4 BENCHMARK: A BRASS DISK STAMPED 'MU–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 652D 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 PARTIALLY IN ZONE "AE", PARTIALLY IN ZONE "X" (SHADED), AND PARTIALLY IN UNSHADED ZONE "X" OF THE FEMA FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, TEXAS, MAP REVISED DECEMBER 30, 2020, MAP NO. 48039C0020K AND BY LETTER OF MAP REVISION BASED ON FILL (LOMR–F) DATED JANUARY 17, 2023, CASE NO. 23–06–0490A. THIS TRACT LIES PARTIALLY WITHIN THE 100–YEAR FLOODPLAIN.

   LOTS HAVE BEEN REMOVED FROM THE FLOOD PLAIN AND LIE WITHIN ZONE "X" (SHADED) BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY LETTER OF MAP REVISION BASED ON FILL (LOMR–F) DATED JANUARY 17, 2023, CASE NO. 23–06–0490A.

   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. THE MINIMUM SLAB ELEVATION FOR ALL BUILDINGS LOCATED WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE THE HIGHER OF (1) EITHER 18 INCHES ABOVE THE TOP OF CURB ELEVATION FOR A CURB STREET (2) 24 INCHES ABOVE THE 100 YEAR FLOODPLAIN WATER SURFACE ELEVATION FOR STRUCTURES TO BE LOCATED WITHIN THE 100 YEAR FLOODPLAIN. (3) 12 INCHES ABOVE FINISHED GRADE.
12. ANY PROPOSED DRAINAGE SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE INCORPORATED LIMITS OF THE CITY OF MANVEL AND BRAZORIA DRAINAGE DISTRICT NO. 4.
13. THIS PROPERTY IS LOCATED WITHIN BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICTS NO. 39 AND 40, THE INCORPORATED LIMITS OF THE CITY OF MANVEL, THE CITY OF MANVEL ETJ, ALVIN INDEPENDENT SCHOOL DISTRICT AND BRAZORIA DRAINAGE DISTRICT NO. 4, AT THE TIME OF PLATTING.
14. ALL LANDSCAPING AND STRUCTURES, INCLUDING FENCES AT INTERSECTIONS SHALL CONFORM TO THE CITY OF MANVEL AND AASHTO SITE DISTANCE REQUIREMENTS FOR MOTORISTS.
15. BOUNDARY CLOSURE CALCULATIONS IS AT LEAST 1:15,000.
16. SIDEWALKS SHALL BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT OR LOT.
17. 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.
18. THE MINIMUM SETBACK AND MINIMUM LOT FRONTAGE REQUIREMENTS ARE BASED ON THE MASTER PLAT INCLUDED AS EXHIBIT "A" WITHIN THE SECOND AMENDMENT TO DEVELOPMENT AGREEMENT EFFECTIVE APRIL 17, 2023 AND RECORDED IN FILE NO. 2023017853, B.C.O.P.R.
19. FOR SINGLE FAMILY RESIDENTIAL DEVELOPMENT MINIMUM SIDE YARD SETBACKS SHALL BE FIVE FEET, MINIMUM FRONT YARD SETBACKS SHALL BE 20 FEET FOR FRONT ENTERING LINE AND 25–FEET FOR GARAGES, AND MINIMUM SIDE YARDS SETBACKS FOR CORNER LOTS SHALL BE 20–FEET. SIDE YARD SETBACKS FOR CORNER LOTS THAT ARE ONLY ADJACENT TO OTHER SIDE YARDS SHALL HAVE A MINIMUM SIDE YARD SETBACK OF 15 FEET.
20. BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION PONDS, HAVE BEEN CONSTRUCTED.
21. THERE ARE NO PIPELINES OR PIPELINE EASEMENTS WITHIN THE BOUNDARY OF THIS PLAT.
22. THE DEVELOPMENT REGULATIONS AND CITY PERMITS ARE REQUIRED ON ALL PROPERTY.
23. 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

    7TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE MARCH 15, 2021

    8TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE DECEMBER 6, 2021

    9TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE APRIL 17, 2023
24. A 2–YEAR MAINTENANCE BOND WILL BE REQUIRED FOR CONSTRUCTED IMPROVEMENTS.

FINAL PLAT OF POMONA SECTION 26

A SUBDIVISION OF 29.564 ACRES OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY, SECTION 78 (A.K.A.) J.S. TALMAGE SURVEY, ABSTRACT 563, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 22, 23, 32, 33, AND 41–44, SECTION 78 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 (B.C.P.R.).

51 LOTS 4 RESERVES (15.191 ACRES) 2 BLOCKS

SEPTEMBER 7, 2023 JOB NO. 2149–4126P

OWNERS:

MC 288, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
RUSSELL BYNUM, GENERAL MANAGER–HOUSTON
3129 KINGSLEY DRIVE, SUITE 1340, PEARLAND, TEXAS 77584
PH: 832–336–6271

OWNERS:

POMONA LAND, LLC,
A TEXAS LIMITED LIABILITY COMPANY
RUSSELL BYNUM, GENERAL MANAGER–HOUSTON
3129 KINGSLEY DRIVE, SUITE 1340, PEARLAND, TEXAS 77584
PH: 832–336–6271

OWNERS:

POMONA PHASE 4, LLC,
A TEXAS LIMITED LIABILITY COMPANY
RUSSELL BYNUM, GENERAL MANAGER–HOUSTON
3129 KINGSLEY DRIVE, SUITE 1340, PEARLAND, TEXAS 77584
PH: 832–336–6271

OWNERS:

VPDF POMONA, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
BRENDAN BOSMAN, SENIOR MANAGING DIRECTOR
901 MARQUETTE AVENUE SOUTH, SUITE 3300,
MINNEAPOLIS, MINNESOTA 55404
PH: 952–893–1354

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

2024024301
Brazoria County - Joyce Hudman, County Clerk
08/05/2024 10:14 AM
Total Pages: 4
Fee: 422.00
Joyce Hudman

MYJR CHECK: SURV. _____ DR: _____

Date/Time: Tue, 10 Oct 2023 - 10:18am
Path/Name: C:\Users\mbescoli\Appdata\Local\Temp\AcPublish_13480\Pomona26.dwg

SHEET 4 OF 4

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

November 13, 2025

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

Re: Water and Drainage Facilities and Paving
and Appurtenances to Serve Pomona Section 26
Brazoria County MUD No. 40
LJA Job No. 2149-4126 (6.1)

This letter serves to respectfully request the Brazoria County final acceptance of the streets within Pomona Section 26. We also request acceptance into the County's maintenance system as the one-year warranty period has ended. Acceptance of streets within Pomona Section 26 are as follows:

Gleaming Pear Drive	Length = 1,439.64'	Paving Width = 28'	R.O.W. Width = 60'
Sweet Cherry Court	Length = 435.86'	Paving Width = 28'	R.O.W. Width = 60'
Palm Grove Drive	Length = 281.99'	Paving Width = 28'	R.O.W. Width = 60'

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, Pomona Phase 6, LLC
Mr. Scott Wright, DFH Coventry, LLC

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. 40
c/o Mr. Tim Austin, Allen Boone Humphries Robinson, LLP

From: Hannah J. Horsfield, PE

Copy: Mr. Scott Wright, DFH Coventry, LLC
Mr. Russell Bynum, Pomona Phase 6, LLC
Ms. Autumn Smith, Pomona Phase 6, LLC
Mr. Brian T. Edwards, PE, LJA Engineering, Inc.
TCEQ Regional Office (Houston)

Date: June 12, 2024

Re: Engineer's Certificate of Substantial Completion
Construction of the Water, Sanitary Sewer and Drainage Facilities
And Paving and Appurtenances
To Serve Pomona Section 26
Brazoria County Municipal Utility District No. 40
City Manvel ETJ, Brazoria County, Texas
LJA Job No. 2149-4126 (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 Water, Sanitary Sewer and Drainage Facilities And Paving and Appurtenances To Serve Pomona Section 26

Owner of Project: Brazoria County Municipal Utility District No. 40

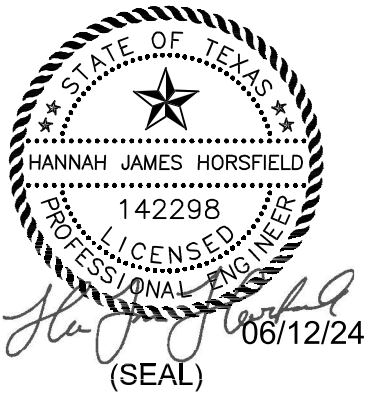
Address of Owner: c/o Allen Boone Humphries Robinson, LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027

Type of Facilities Constructed, Contract Identification and Name of Contractor: Water, Sanitary Sewer and Drainage Facilities and Paving and Appurtenances; LJA No. 2149-4126 (11.1), R Construction Civil, LLC

Consulting Engineer LJA Engineering, Inc.
1904 West Grand Parkway North, Suite 100 Katy, Texas 77449

LJA Project Number: 2149-4126 (11.1)

Based on the testing completed to date, periodic observations during construction and the results from the final inspection on May 23, 2024, I certify to the best of my knowledge and belief that the facilities constructed as of the date of this document are substantially complete and can be utilized for their intended purpose. 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, Project Manager
(Name and Title)

06/12/24
(Date)

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.14. **2/24/2026**

FY 2026: Additional Funds

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

	Category	Fund	Dept	Amount
General Fund				
Non-Departmental	590000 (Capital)	10000	14900	$ 1,663.91
District Courts	520000 (Operating)	10000	16000	$ 1,125.00
Information Systems	520000 (Operating)	10000	22000	$ 113,838.19
Crime Lab	520000 (Operating)	10000	30200	$ 474.25
Constable-Precinct 3	520000 (Operating)	10000	32300	$ 318.60
Detention Center	520000 (Operating)	10000	35000	$ 2,184.07
Juvenile Probation	520000 (Operating)	10000	36000	$ 64.00
Health	520000 (Operating)	10000	45000	$ 32.00
Parks	520000 (Operating)	10000	56000	$ 52,447.50
				$ 172,147.52
Other Funds				
General Fund - Construction	590000 (Capital)	10100	57000	$ 245,365.00
				$ 245,365.00
Road and Bridge Non-Const	520000 (Operating)	20000	75000	$ 67,208.75
Road and Bridge Const	590000 (Capital)	20500	75000	$ 806,452.59
				$ 873,661.34
Airport Operating	520000 (Operating)	60500	90000	$ 2,400.40
				$ 2,400.40

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.15. **2/24/2026**

FY 2026: Line-Item Transfer

Non-Departmental	52000 (Operating)	10000	14900	($380)
Language Access	52000 (Operating)	10000	19005	$380

Transfer needed for additional office supplies.

COMMISSIONERS COURT OF BRAZORIA COUNTY

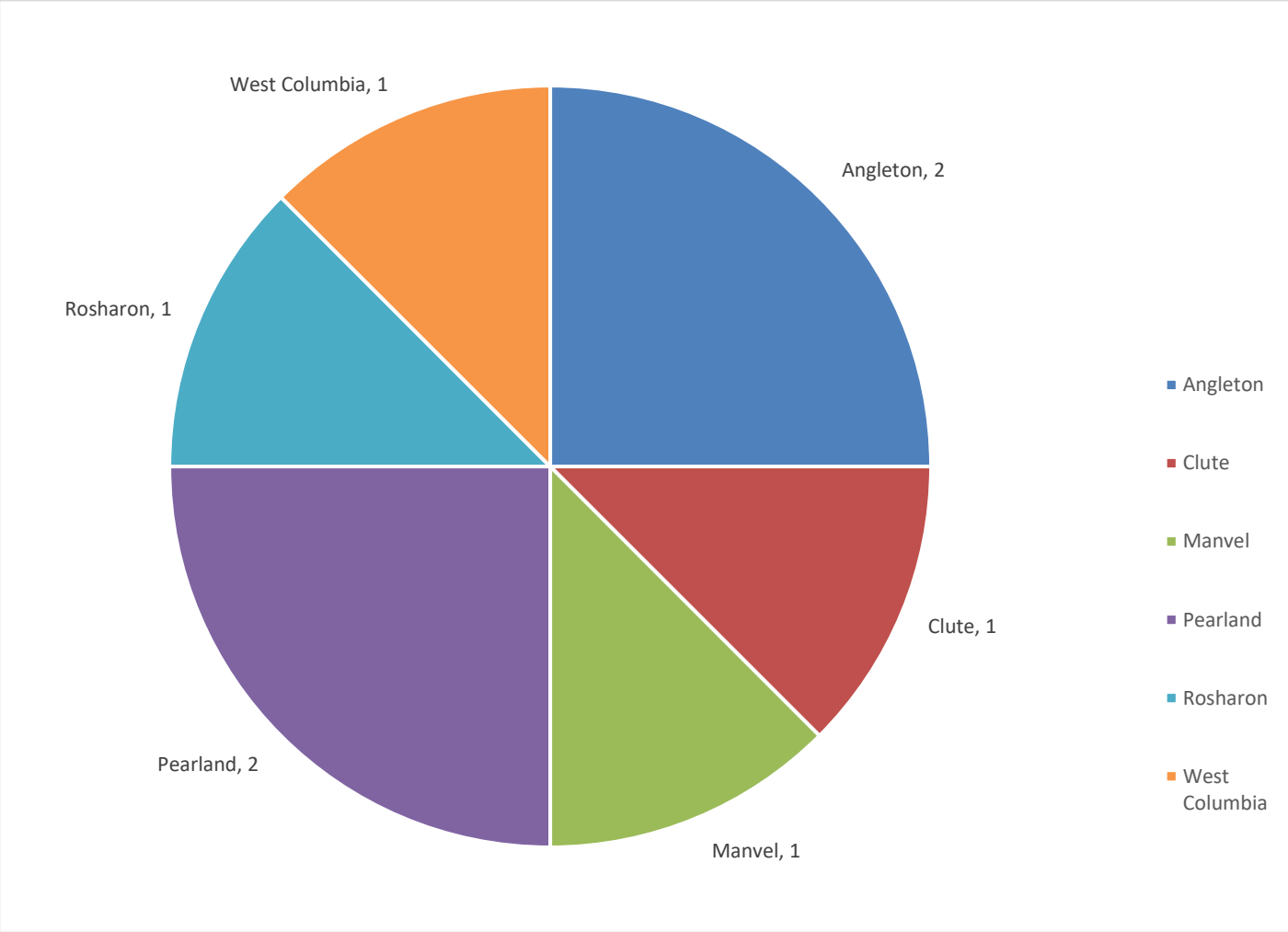
ORDER NO. H.16. **2/24/2026**

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 January 2026. This Report shows the cities where NRG CARE funds were utilized and the number of clients assisted in the month of January 2026.

RELIANT ENERGY - NRG CARE GRANT ASSISTANCE REPORT

January 2026



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

TOTAL CLIENTS SEEN: 8

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.17. **2/24/2026**

Monthly Section 8 Reports

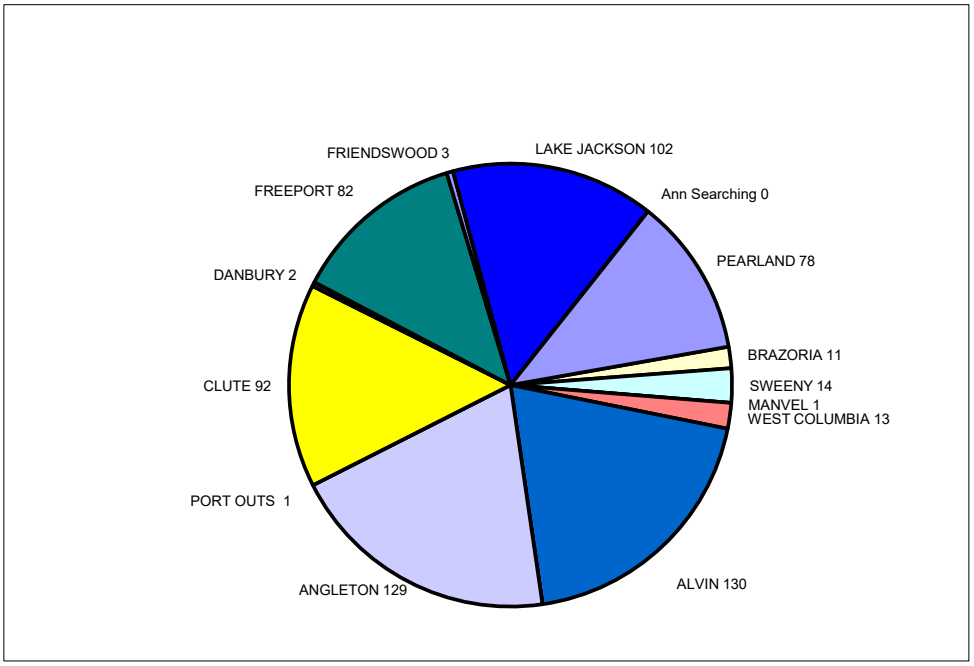
Approve the Brazoria County Housing Choice Voucher (Section 8) Program Monthly Report and number of active Tenants on the program from January 1 to January 31, 2026. This report reflects the various aspects of the program including, but not limited to, number of tenants on the Voucher programs and the cities they live in, number of families leaving the program, funding levels, and the number of inspections completed.

Section 8 Tenants

BRAZORIA	11
SWEENY	14
WEST COLUMBIA	13
ALVIN	130
ANGLETON	129
PORT OUTS	1
CLUTE	92
DANBURY	2
FREEPORT	81
FRIENDSWOOD	3
LAKE JACKSON	102
Ann Searching	0
PEARLAND	78
MANVEL	1

ACTIVE SECTION 8 CLIENTS

JAN 2026



The chart above represents the number of Tenants residing in each City for All Voucher Programs as of January 2, 2026

TOTAL NUMBER OF TENANTS SERVED* 657

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

CY 2025 Termination Report

Month	Bedroom Size						TOTAL BY MONTH
	0	1	2	3	4	5	
January		1	2		1		4
February		5		1			6
March		2	1				3
April		2		2			4
May		3	1	1	1		6
June		2	1	2			5
July			3	2			5
August		1	1	1			3
September		2	3	1			6
October		3	3	1			7
November		4	8				12
December		1	1				2
	0	26	24	11	2	0	63

FY 2026 Termination Report

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

Inspections (New units, Annual, etc.) 2026

Month	Scheduled	Failed	Passed	No show	Inconclusive	Move Out/Damage	Reinspection	
October	207	104	93	10			95	207
November	145	58	77	10			65	145
December	127	58	60	8			60	126
Janaury	118	52	60	3			58	115
February								0
March								0
April								0
May								0
June								0
July								0
August								0
September								0

Quality Control Inspections 2026

Month	Scheduled	Failed	Passed	No show	Inconclusive	Move Out/Damage	Reinspection
October	4	0	4	0	0	0	0
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							
March							
April							
May							
June							
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

S:\dept_share\Section 8 info\Financial Reports\Sec 8 Comm Court Reports\FY 26 Comm Court Reports

Lease Rate

CY 2025

Month	Total Units Approved	Total Units Leased	% Leased
January	612	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	612	576	94.1%
November	617	610	98.9%
December	617	640	103.7%
	7354	6863	93.3%

FY 2026

Month	Total Units Approved	Total Units Leased	% Leased
January	617	603	97.7%
February	617		0.0%
March	617		0.0%
April	617		0.0%
May	617		0.0%
June	617		0.0%
July	617		0.0%
August	617		0.0%
September	617		0.0%
October	617		0.0%
November	617		0.0%
December	617		0.0%
	7404	603	8.1%

Total Units Leased will constantly change due to release of accounts o
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)			(983.00)	384,406.00	2,452.00	(23,865.00)	**94.2%**	(24,427.00)	(1,884.47)	19,801.00	(48,861.00)	49,523.41
February-25	(409,740.00)			(2,874.00)	394,465.00	1,742.00	(16,407.00)	**96.0%**	(23,835.00)	(1,770.66)	19,802.00	(53,117.00)	65,292.78
March-25	(411,195.00)			(818.00)	402,868.00	2,051.00	(7,094.00)	**98.3%**	(22,827.00)	(1,758.21)	20,158.00	(48,861.00)	76,310.00
April-25	(411,195.00)			(818.00)	390,853.00	1,901.00	(19,259.00)	**95.3%**	(18,563.96)	(1,477.99)	22,827.00	(48,861.00)	50,152.11
May-25	(308,143.00)			(408.00)	387,696.00	1,434.53	80,579.53	**126.1%**	(22,314.00)	(1,898.34)	22,913.97	(48,324.00)	35,629.02
June-25	(409,781.00)			(659.00)	389,294.00	2,562.00	(18,584.00)	**95.5%**	(19,372.96)	(1,544.91)	21,589.98	(53,334.00)	29,680.00
July-25	(408,088.00)			(1,126.00)	385,469.00	2,616.00	(21,129.00)	**94.8%**	(19,221.29)	(1,662.36)	20,515.00	(53,334.00)	55,405.00
August-25	(411,926.00)			(3,776.00)	385,594.00	2,407.00	(27,701.00)	**93.3%**	(20,588.45)	(1,777.78)	20,024.00	(53,334.00)	57,599.00
September-25	(418,335.00)			(4,419.00)	405,863.00	2,668.00	(14,223.00)	**96.6%**	(24,721.05)	(2,341.88)	22,547.00	(58,490.00)	(171,364.00)
October-25	(482,485.00)			(4,419.00)	431,012.00	2,889.00	(53,003.00)	**89.1%**	(23,262.79)	(20,206.32)	23,066.00	(55,202.52)	2,883.13
November-25	(401,889.00)			(1,041.50)	404,300.00	1,854.00	3,223.50	**100.8%**	(15,802.00)	1,116.36	15,968.00	(52,315.00)	32,062.92
December-25	(416,701.00)			(4,465.50)	429,245.00	3,603.00	11,681.50	**102.8%**	(19,515.00)	(1,466.95)	23,258.00	(48,689.00)	53,886.80
								#DIV/0!					
TOTALS	**(4,899,218.00)**	**-**	**-**	**(25,807.00)**	**4,791,065.00**	**28,179.53**	**(105,780.47)**	**97.9%**	**(254,450.50)**	**(36,673.51)**	**252,469.95**	**(622,722.52)**	**337,060.17**
	(4,925,025.00)	-	-	-	4,819,244.53				(913,846.53)				589,530.12

Program Utilization - Fiscal Year 2026

MONTH	REVENUE	MISC	HAP INTEREST	REPAYMENTS	HAP PAYMENTS	UA PAYMENTS	BALANCE	UTILIZATION PERCENTAGE	PORT-IN RECEIPTS	PORT ADMIN REVENUE	PORT-IN HAP PYMTS	ADMIN REVENUE	ADMIN EXPENSES
January-26	(466,742.00)			-	444,249.50	4,987.00	(17,505.50)	**96.2%**	(15,145.00)	(1,089.52)	16,989.00	(48,689.00)	59,686.00
February-26								**#DIV/0!**					
March-26								**#DIV/0!**					
April-26								**#DIV/0!**					
May-26								**#DIV/0!**					
June-26								**#DIV/0!**					
July-26								**#DIV/0!**					
August-26								**#DIV/0!**					
September-26								**#DIV/0!**					
October-26								**#DIV/0!**					
November-26								**#DIV/0!**					
December-26								**#DIV/0!**					
TOTALS	**(466,742.00)**	**-**	**-**	**-**	**444,249.50**	**4,987.00**	**(17,505.50)**	**96.2%**	**(15,145.00)**	**(1,089.52)**	**16,989.00**	**(48,689.00)**	**59,686.00**
	(466,742.00)				449,236.50				(64,923.52)				76,675.00

Outgoing Ports

CY 2025

Month	# of Families Going out	# Billed	# Absorbed or Moved Back
January	2	1	1
February	0	1	0
March	0	1	0
April	2	2	0
May	0	4	0
June	0	4	0
July	0	4	0
August	0	4	0
September	0	4	1
October	0	4	0
November	0	5	0
December	0	5	0

FY 2026

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

Incoming Ports

CY 2025

Month	# of Families Coming in	# Billed	# Absorbed @ EOM	# Terminated/ Port out
January	2	26	0	0
February	1	27	0	0
March	1	28	0	0
April	0	28	0	0
May	0	27	0	0
June	0	27	0	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 Coming in	# Billed	# Absorbed @ EOM	# Terminated/ Port out
January	0	18	1	0
February				
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				

Hard to House Families

CY 2025

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

FY 2026

January	7
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

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

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.18. **2/24/2026**

Interlocal Agreement with Brazoria County and the City of Pearland

Approve the attached Interlocal Agreement between Brazoria County and the City of Pearland for the joint participation and funding of construction of a Traffic Signal at the intersection of CR 48 (Kingsley Drive) and Southern Trails Drive.

Further, the City of Pearland agrees to annex the portion of County Road 48 Right of Way (ROW) in which Municipal Utility District (MUD) No. 34 boundary is adjacent to at least one side of the ROW and extending south to Magnolia Parkway, including the intersection of CR 48 and Magnolia Parkway; and

Further, that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

Docusign Envelope ID: F8835AC5-2FDD-4206-9007-F498973958DC

RESOLUTION NO. R2026-24

A Resolution of the City Council of the City of Pearland, Texas, authorizing the City Manager or his designee to enter a cost sharing Interlocal Agreement with Brazoria County for the design and construction of a traffic signal at the Kingsley Drive/County Road 48 and Southern Trails Drive intersection.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:

Section 1. That certain Interlocal Agreement by and between the City of Pearland and Brazoria County, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby authorized and approved.

Section 2. That the City Manager or his designee is hereby authorized to execute and the City Secretary to attest an Interlocal Agreement with Brazoria County.

PASSED, APPROVED and ADOPTED this the 26th day of January, A.D., 2026.

DocuSigned by:
2F80B858BC2A475...
J. KEVIN COLE
MAYOR

ATTEST:

DocuSigned by:
90EC22531FFF415...
FRANCES AGUILAR, TRMC, MMC
CITY SECRETARY

CITY OF PEARLAND, TEXAS

APPROVED AS TO FORM:

DocuSigned by:
E13CA898BD1F4B6...
DARRIN M. COKER
CITY ATTORNEY

Docusign Envelope ID: F8835AC5-2FDD-4206-9007-F498973958DC

FINAL
01/05/2026

PEARLAND – BRAZORIA COUNTY INTERLOCAL AGREEMENT (TRAFFIC SIGNAL PROJECT)

This Agreement is made between the **CITY OF PEARLAND**, a municipal body politic, acting through its City Council (the "City"), and **BRAZORIA COUNTY,** a political subdivision of the State of Texas acting through its Commissioners Court (the "County"). City and County may collectively be referred as the "Parties".

NOW THEREFORE, CITY and COUNTY agree as follows:

RECITALS

WHEREAS, this Agreement is made pursuant to Texas Government Code section 791.011 in that it contemplates the furnishing of governmental functions and services between the parties; and

WHEREAS, by way of this Agreement, City and County wish to formalize their joint participation in the construction of and funding of a Traffic Signal **("Project")** at the intersection of CR 48 (Kingsley Drive.) and Southern Trails Drive; and

NOW, THEREFORE, for and in consideration of the mutual promises and benefits herein contained, the City and the County hereby agree to jointly participate in the funding and construction of the Project.

AGREEMENT

I. Project Description:

A. **General Location**: The intersection of CR 48 (Kingsley Drive) and Southern Trails Drive, as shown on **Exhibit "A**," attached hereto.

B. **Scope of the Project**: The Project Scope consists of the design and construction of the Project as more accurately described on **Exhibit "B,"** attached hereto.

II. Responsibilities of the Parties:

A. The City shall be responsible for the following:

(1) Cause the Project to be designed and constructed in accordance with the Scope of the Project set out in Exhibit "B" attached hereto;
(2) Competitively bid the Project;

Docusign Envelope ID: F8835AC5-2FDD-4206-9007-F498973958DC

(3) Manage construction of the Project;
(4) Coordinate with and provide progress reports to County during construction;
(5) Pay the actual construction costs, minus the County's Contribution as provided in Section II. B below;
(6) Assume Project ownership and maintenance responsibilities upon completion and City acceptance.
(7) Collaborate with County to accomplish the annexation of a portion of the CR 48 (Kingsley) ROW in which MUD #34 boundary is adjacent to at least one side of the ROW and extending south to Magnolia Pkwy, including the intersection of CR48 (Kingsley) and Magnolia Pkwy.

B. The County shall be responsible for the following:

(1) County Funding: County shall contribute 50% of the total Project cost. Brazoria County's design contribution shall be paid to City within thirty (30) days following City's award of the bid. Brazoria County's construction contribution shall be paid to City within thirty (30) days follow the issuance of a certificate of substantial completion by City.

III. Miscellaneous

A. Each party agrees that any payments for the performance of governmental functions or services shall be from current revenues available to the paying party and further that such payments shall fairly compensate the performing party for the service or materials it provides for the other party's benefit.

B. Each Party acknowledges and agrees that it shall furnish the services promised, whether by contractor or not, in compliance with State, City and County guidelines and timely provide such monies as promised herein to fund its respective share of each project, subject to the following:

(1) Funding and services for the project is subject to the availability of current fiscal year revenue or bond revenue and the appropriation of such revenue by the party's governing body to be commenced; and
(2) Provided that upon appropriation of revenue for the project described herein and upon commencement of a party's funding or services for the project or execution of a construction contract for the particular project, the parties shall be obligated to the construction funding and services described in this Agreement for the project, and that specific project only.

Docusign Envelope ID: F8835AC5-2FDD-4206-9007-F498973958DC

C. The Parties recognize and agree that nothing herein shall be construed to create any rights in third parties.

D. For any incident, other than as outlined in Section II B. above, the Parties expressly agree that no party shall have the right to seek indemnification or contribution from any other party hereto for any losses, costs, expenses, or damages directly or indirectly arising in whole or part from this Agreement.

E. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any section, subsection, paragraph, sentence, clause, phrase, work, or portion of this Agreement is, for any reason, held invalid unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

F. The rights and obligations of this Agreement shall not be assigned without prior written consent of the Parties.

G. This Agreement and all obligations created hereunder shall be performable in Brazoria County, Texas.

H. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas.

I. This Agreement shall be binding upon and inure to the benefit of the Parties and their administrators, agents, employees, successors, and assigns permitted by this Agreement.

J. Intending to be legally bound, the parties hereto have executed this Agreement effective as of the effective date of the Agreement, _____, 2026.

CITY OF PEARLAND, TEXAS

By: DocuSigned by: _____
F838B12DC746423...

Print Name: Trent Epperson

Title: City Manager

Date: 1/27/2026 | 10:18 AM CST

BRAZORIA COUNTY

By: _____

Print Name: _____

Title: County Judge

Date: _____

CITY OF PEARLAND:

Attest: Frances Aguilar
90EC22531FFF415...

Name: Frances Aguilar

Title: City Secretary

Date: 1/27/2026 | 9:07 AM CST

CITY OF PEARLAND, TEXAS

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.19. **2/24/2026**

Final Acceptance of Roads - Sierra Vista Section 1 - Abstract 288 (Precinct 4)

Whereas, the plat of Sierra Vista Section 1 - Abstract 288 (Precinct 4), was approved by the City of Iowa Colony, TX on August 21, 2017; and filed for record in Brazoria County Official Public Records, County Clerk's File #2017058170 dated November 22, 2017; 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 February 24, 2026.

CR #	Street Name	ROW	Length (FT)	Length (Mi)
CR 1080	Sierra Vista BLVD	100	493.40 FT	0.093MI

Engineer's Certificate of Substantial Completion

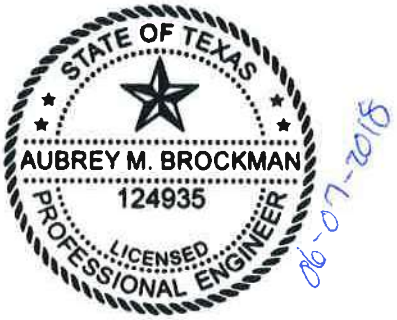
OWNER: Brazoria County Municipal Utility District No. 32
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

CONTRACT: Construction of Paving Facilities in Sierra Vista Boulevard
Future Bond Issue
TIN No – 42-1763402

CONTRACTOR: Park Construction Associates, LLC.
P.O. Box 986
Rosenberg, Texas 77471

ENGINEER: Manhard Consulting
2445 Technology Forest Boulevard, Suite 200
The Woodlands, Texas 77381

I hereby certify that this project is substantially complete as of June 7, 2018; that the project was under periodic observation during construction; that all observation of the work was performed by or under my supervision; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "record drawings" will be furnished to the Owner.



Sincerely,

Aubrey M. Brockman, P.E.

AMB:jl
P:\001 Sierra Vista - BCMUD 32\004 Section 1\Documents\Construction\CERTIFICATE OF SUBSTANTIAL COMPLETION - SV Blvd Paving.docx
Enclosure/Attachment

Cc: Tim Austin – Allen Boone Humphries Robinson, LLP
Rick Gadd – Land Tejas Sterling Lakes South, LLC
TCEQ Houston
TCEQ Austin

DEVELOPER: LAND TEJAS
STERLING LAKES SOUTH, L.L.C.
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713)783-6702

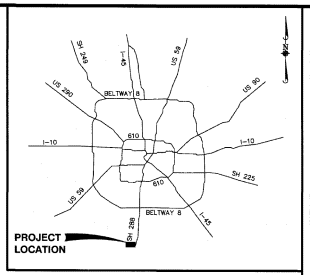
CONSTRUCTION OF WATER, SANITARY, DRAINAGE, & PAVING FACILITIES FOR

SIERRA VISTA SEC. 1

BRAZORIA COUNTY M.U.D. NO. 32

BRAZORIA COUNTY, TX

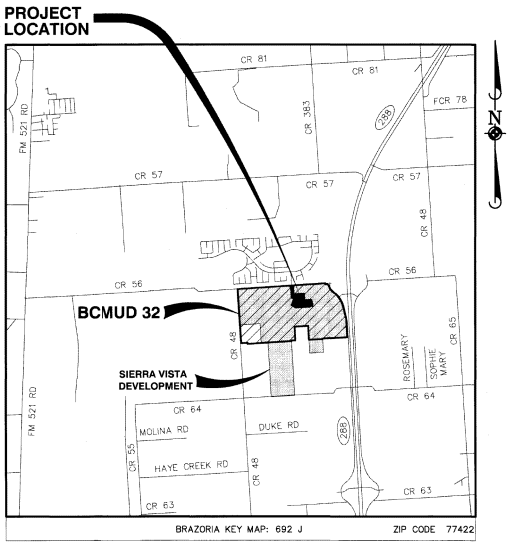
PROJECT NO. 600.001004.00



HOUSTON AREA VICINITY MAP
N.T.S.

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET & SHEET INDEX
2	GENERAL NOTES
3	WATER AND SANITARY OVERALL
4	DRAINAGE OVERALL
5	DRAINAGE CALCULATIONS
6	GRADING PLAN
7	STORM WATER POLLUTION PREVENTION PLAN
8	P&P – SIERRA VISTA BLVD. (STA 1+00 TO 7+50)
9	P&P – NORTH PALISADE DR. (STA 0+00 TO 5+00)
10	P&P – WHITNEY REACH DR. (STA 0+00 TO 8+50)
11	P&P – HALF DOME DR. & CARSON SPRINGS DR. (STA 0+50 TO 9+00)
12	TRAFFIC SIGNAGE & PAVEMENT MARKINGS
13	CITY OF IOWA COLONY STANDARD DETAILS – WATER (SHEET 1 OF 12)
14	CITY OF IOWA COLONY STANDARD DETAILS – WATER (SHEET 2 OF 12)
15	CITY OF IOWA COLONY STANDARD DETAILS – SAN. SEW. (SHEET 3 OF 12)
16	CITY OF IOWA COLONY STANDARD DETAILS – SAN. SEW. (SHEET 4 OF 12)
17	CITY OF IOWA COLONY STANDARD DETAILS – SAN. SEW. (SHEET 5 OF 12)
18	CITY OF IOWA COLONY STANDARD DETAILS – STRM SEW. (SHEET 6 OF 12)
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24	CITY OF IOWA COLONY STANDARD DETAILS – PAVING (SHEET 12 OF 12)
25	DRAINAGE SERVICE AREA MAP



BRAZORIA KEY MAP: 692 J ZIP CODE 77422

LOCATION MAP
N.T.S.

AS-BUILT
BY: ABrockman DATE: May 04, 2018

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG!!!
(713) 223-4567 (In Houston)
(New Statewide Number Outside Houston)
1-800-545-6005

BRAZORIA COUNTY DRAINAGE DISTRICT No.5
PLAN APPROVAL - VALID FOR 1 YEAR
DATE: 5/1/17

CONTRACTOR SHALL NOTIFY THE CITY OF IOWA COLONY C/O ADICO, LLC (DINH HO, P.E. AT 832-895-1093, DIHN@ADICO-LLC.COM), 48 HOURS BEFORE COMMENCING WORK.

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Manhard CONSULTING
2445 Technology Forest Blvd, Suite 200, The Woodlands, TX 77381 ph 832.823.2200 fx 832.823.2201 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners
Texas Board of Professional Engineers Registration No. F-1B141

BOUNDARY & TOPOGRAPHIC SURVEY:

THE BOUNDARY LINES AND TOPOGRAPHY FOR THIS PROJECT ARE BASED ON A SURVEY PREPARED BY JONES & CARTER, INC. DATED DECEMBER 7, 2016. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY MANHARD CONSULTING IN WRITING OF ANY DIFFERING CONDITIONS. MANHARD CONSULTING HAS NOT VERIFIED THE SURVEY AND IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY BOUNDARY AND TOPOGRAPHY.

BENCHMARKS:

SOURCE BENCHMARK:

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TEMPORARY BENCHMARK:

T.B.M. "B" BEING A SET 100-D NAIL IN A POWER POLE LOCATED EAST OF THE ENTRANCE TO STERLING LAKES SUBDIVISION.

ELEVATION = 57.63 FEET, NAVD 88 (1991 ADJUSTMENT)

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ACCORDING TO MAP Nos. 48039C0120H, 48039C0115H,48039C0105H, & 48039C0110H OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR BRAZORIA COUNTY, DATED JUNE 15, 1989, THE SUBJECT TRACT IS SITUATED WITHIN: UNSHADED ZONE "X"; DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN. ALONG THE SOUTHERN BOUNDARY OF THE SUBJECT TRACT, NEAR COUNTY ROAD 64, THE SUBJECT TRACT IS SITUATED WITHIN: SHADED ZONE "X"; DEFINED AS AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1-FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD AND ZONE "AE"; DEFINED AS SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD WITH BASE ELEVATIONS DETERMINED. NOTE THAT COUNTY ROAD 64 IS THE LIMIT OF DETAILED STUDY FOR THE UNNAMED TRIBUTARY TO CHOCOLATE BAYOU.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

ENGINEER'S SEAL
STATE OF TEXAS
CLAYTON C. CHAMNESS
101966
LICENSED PROFESSIONAL ENGINEER
5/1/17

NOTE: CITY SIGNATURES VALID FOR ONE YEAR ONLY AFTER DATE OF SIGNATURES

CITY OF IOWA COLONY
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

THIS IS TO CERTIFY THAT THESE PLANS HAVE BEEN FOUND TO BE IN GENERAL COMPLIANCE WITH THE CURRENT REQUIREMENTS ESTABLISHED BY THE CITY OF IOWA COLONY.

MICHAEL HOLTON, MAYOR — DATE 5/2/17

DINH HO, P.E. CITY ENGINEER — DATE 5/9/17

IOWA COLONY Texas

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PROJ. MGR.:	AMT
PROJ. ASSOC.:	SMK
DRAWN BY:	SH
DATE:	MAY 2017
SCALE:	N/A

SHEET 1 OF 25
600.001004.00

SIERRA VISTA SEC. 1
BRAZORIA COUNTY M.U.D. NO. 32
TITLE SHEET & SHEET INDEX

ISSUED FOR CONSTRUCTION

ELEVATION
land solutions

January 5, 2026

Brazoria County Engineering Department
Attention: Ms. Megan Cook
451 N. Velasco, Suite 230
Angleton, Texas 77515

Sierra Vista Section 1			
Street name	PAE/AUE	Length (Ft.)	Length (Miles)
Sierra Vista Blvd	100'	493.40 ft.	0.093 mile

Re: Sierra Vista Section 1 Paving Facilities for
Land Tejas Sterling Lakes South, LLC.
Brazoria County, Texas
Request for Final Acceptance of Roads

Dear Ms. Cook:

On June 26, 2025, we performed a final inspection for this project along with William Stidham. We certify that the deficiencies that were noted during the final inspection have been corrected by the contractor, Park Construction Associates.

On behalf of our client, Land Tejas Sterling Lakes South, LLC, we are requesting final acceptance of the pavement infrastructure for the above-referenced project.

Should you have any questions or require any additional information to support this request, please call me at (832) 823-2200.

Sincerely,

David L. Doran

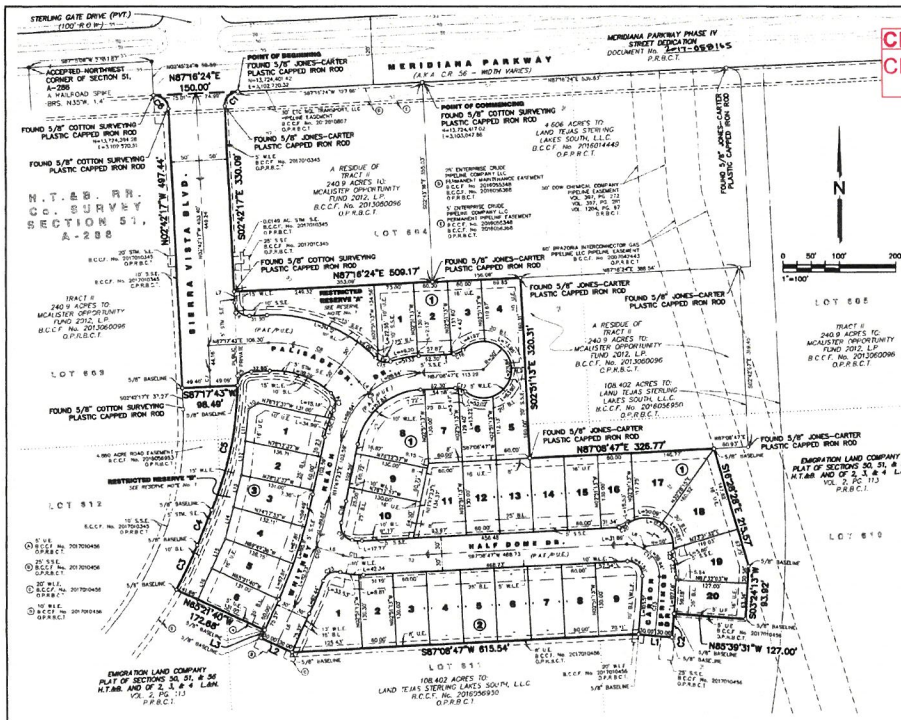
David L Doran, P.E., CCM
Partner, Construction Management

STATE OF TEXAS
DAVID L. DORAN
91388
LICENSED
PROFESSIONAL ENGINEER

DLD/js

P:\001 Sierra Vista - BCMUD 32\004 Section 1\Documents\Construction\Acceptance Package\Brazoria County\Drafts\Sierra Vista Section 1 - Road Acceptance Request - SV Blvd.docx

CR #	Street Name	ROW	Length (FT)	Length (Mi)
CR 1080	Sierra Vista BLVD	100FT	493.40FT	0.093MI


MERIDIANA PARKWAY
(AKA C.R. 56 - WIDTH VARIES)
SIERRA VISTA BLVD.
PALISADE DR.
HALF DOME DR.
LOT 603
LOT 604
LOT 605
LOT 610
LOT 611
LOT 612
LOT 613
LOT 512
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LOT 602
RESERVE "A"
RESERVE "B"
RESTRICTED RESERVE "C"
POINT OF BEGINNING
POINT OF COMMENCING
FOUND 5/8" JONES-CARTER PLASTIC CAPPED IRON ROD
FOUND 5/8" COTTON SURVEYING PLASTIC CAPPED IRON ROD
SET 5/8" JONES-CARTER PLASTIC CAPPED IRON ROD
A RESIDUE OF TRACT II
240.9 ACRES TO MCALISTER OPPORTUNITY FUND 2012, L.P.
B.C.C.F. No. 20130600096
O.P.R.B.C.T.
TRACT II
240.9 ACRES TO MCALISTER OPPORTUNITY FUND 2012, L.P.
B.C.C.F. No. 20130600096
O.P.R.B.C.T.
108.402 ACRES TO LAND TEJAS STERLING LAKES SOUTH, L.L.C.
B.C.C.F. No. 20160635950
O.P.R.B.C.T.
EMORIAN LAND COMPANY PLAT OF SECTIONS 50, 51, & 56 H.T.&B. AND OF 2, 3, & 4 L.&M. VOL. 2, PG. 113 P.B.B.C.T.
EMORIAN LAND COMPANY PLAT OF SECTIONS 50, 51, & 56 H.T.&B. AND OF 2, 3, & 4 L.&M. VOL. 2, PG. 113 P.B.B.C.T.
N02°42'17"W 497.44'
N87°16'24"E 150.00'
S02°42'17"E 330.06'
S87°17'43"W 98.48'
S87°18'24"E 509.17'
S02°51'15"E 320.31'
N87°08'47"E 326.77'
S87°08'47"W 615.54'
N85°39'31"W 127.00'
S02°34'13"E 81.82'
S87°26'25"E 215.57'
N85°21'40"W 172.86'
N87°16'24"E 497.44

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.20. **2/24/2026**

Final Acceptance of Roads - Sierra Vista Section 2 - Abstract 288 (Precinct 4)

Whereas, the plat of Sierra Vista Section 2 - Abstract 288 (Precinct 4), was approved by the City of Iowa Colony, TX on August 21, 2017; and filed for record in Brazoria County Official Public Records, County Clerk's File #2017058181 dated November 24, 2017; 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 February 24, 2026.

CR #	Street Name	ROW	Length (FT)	Length (Mi)
CR 1080	Sierra Vista BLVD	60	1789.95FT	0.339MI

ELEVATION
land solutions

January 5, 2026

Brazoria County Engineering Department
Attention: Ms. Megan Cook
451 N. Velasco, Suite 230
Angleton, Texas 77515

Sierra Vista Section 2			
Street name	PAE/AUE	Length (Ft.)	Length (Miles)
Sierra Vista Blvd	Varies 90'-60'	1789.95 ft.	0.339 mile

Re: Sierra Vista Section 2 Paving Facilities for
Land Tejas Sterling Lakes South, LLC.
Brazoria County, Texas
Request for Final Acceptance of Roads

Dear Ms. Cook:

On June 26, 2025, we performed a final inspection for this project along with William Stidham. We certify that the deficiencies that were noted during the final inspection have been corrected by the contractor, Park Construction Associates.

On behalf of our client, Land Tejas Sterling Lakes South, LLC, we are requesting final acceptance of the pavement infrastructure for the above-referenced project.

Should you have any questions or require any additional information to support this request, please call me at (832) 823-2200.

Sincerely,

STATE OF TEXAS
DAVID L. DORAN
91388
LICENSED PROFESSIONAL ENGINEER

David L Doran, P.E., CCM
Partner, Construction Management

DLD/js

P:\001 Sierra Vista - BCMUD 32\004 Section 1\Documents\Construction\Acceptance Package\Brazoria County\Drafts\Sierra Vista Section 1 - Road Acceptance Request - SV Blvd.docx

Manhard CONSULTING

Civil Engineering
Surveying
Water Resources Management
Construction Management
Landscape Architecture
Land Planning

Engineer's Certificate of Substantial Completion

OWNER: Land Tejas Sterling Lakes, South, LLC.
2450 Fondren Road, Suite 210
Houston, Texas 77063

CONTRACT: Construction of Paving Facilities in Sierra Vista Section 1 & 2

CONTRACTOR: Park Construction Associates, LLC.
P.O. Box 986
Rosenberg, Texas 77471

ENGINEER: Manhard Consulting
2445 Technology Forest Boulevard, Suite 200
The Woodlands, Texas 77381

I hereby certify that this project is substantially complete as of June 7, 2018; that the project was under periodic observation during construction; that all observation of the work was performed by or under my supervision; that to the best of my knowledge, the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "record drawings" will be furnished to the Owner.



Sincerely,

Aubrey M. Brockman, P.E.

AMB:jl
P:\001 Sierra Vista - BCMUD 32\004 Section 1\Documents\Construction\CERTIFICATE OF SUBSTANTIAL COMPLETION - SV Blvd Paving.docx
Enclosure/Attachment

Cc: Rick Gadd – Land Tejas Sterling Lakes South, LLC

DEVELOPER: LAND TEJAS
STERLING LAKES SOUTH, L.L.C.
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713)783-6702

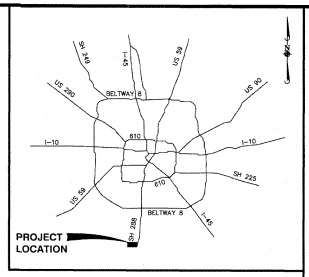
CONSTRUCTION OF WATER, SANITARY, DRAINAGE, AND PAVING FACILITIES FOR

SIERRA VISTA SEC. 2

BRAZORIA COUNTY M.U.D. NO. 32

BRAZORIA COUNTY, TX

PROJECT NO. 600.001005.00

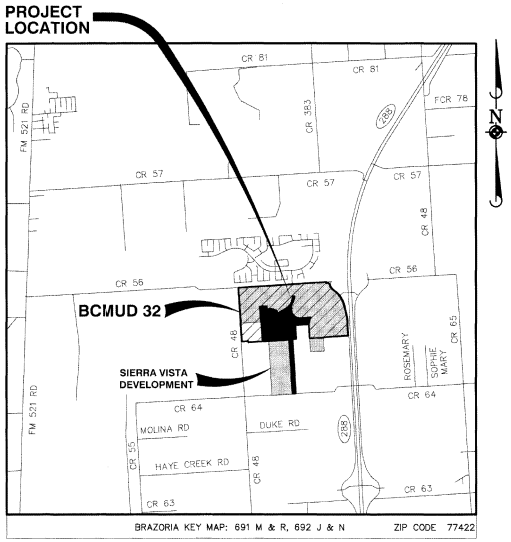


HOUSTON AREA VICINITY MAP

N.T.S.

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET & SHEET INDEX
2	GENERAL NOTES
3	WATER AND SANITARY OVERALL
4A	DRAINAGE OVERALL– NE
4B	DRAINAGE OVERALL–NW
4C	DRAINAGE OVERALL–S
5	DRAINAGE CALCULATIONS
6	GRADING PLAN
7	STORM WATER POLLUTION PREVENTION PLAN
8	P&P – SIERRA VISTA BLVD. (STA 6+00 TO 16+50)
9	P&P – SIERRA VISTA BLVD. (STA 16+50 TO 24+50)
10	P&P – SIERRA VISTA BLVD.(STA 24+50 TO STA 33+50)
11	P&P – THUNDERBOLT PEAK. DR. (STA 0+50 TO STA 11+00)
12	P&P – HUMPHREYS GREEN DR. (STA 0+50 TO STA 7+50)
13	P&P – RED SLATE DR. (STA 11+50 TO STA 18+50)
14	P&P – RITTER RUN DR. (STA 0+50 TO STA 11+50)
15	P&P – AGASSIZ DR. (STA 0+00 TO STA 7+40)
16	P&P – MATTERHORN DR. (STA 7+40 TO 11+90) & BASELINE A
17	P&P – LANGLEY DR. (STA 11+90 TO STA 16+00)
18	P&P – SPLIT MOUNTAIN DR. (STA 0+00 TO 6+00)
19	P&P – MUIR PEAK DR. (STA 0+00 TO STA 8+00)
20	P&P – BANNER PEAK DR. (STA 8+00 TO STA 12+00)
21	P&P – SILL PRAIRIE DR. (STA 12+00 TO STA 20+00)
22	TRAFFIC SIGNAGE & PAVEMENT MARKINGS
23	SIERRA VISTA BIKE LANE
24	CITY OF IOWA COLONY STANDARD DETAILS – WATER (SHEET 1 OF 12)
25	CITY OF IOWA COLONY STANDARD DETAILS – WATER (SHEET 2 OF 12)
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LOCATION MAP

N.T.S.

AS-BUILT
BY: ABrockman DATE: May 04, 2018

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BRAZORIA COUNTY DRAINAGE DISTRICT NO.5
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5/1/17
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Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
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Texas Board of Professional Engineers Registration No. F-18141

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ENGINEER'S SEAL
STATE OF TEXAS
CLAYTON C. CHAPMAN
101966
LICENSED PROFESSIONAL ENGINEER
5/1/17

NOTE: CITY SIGNATURES VALID FOR ONE YEAR ONLY AFTER DATE OF SIGNATURES

CITY OF IOWA COLONY
DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

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MICHAEL HOLTON, MAYOR — DATE 5.2.17

DINH HO, P.E., CITY ENGINEER — DATE 5/1/17

IOWA COLONY
Texas

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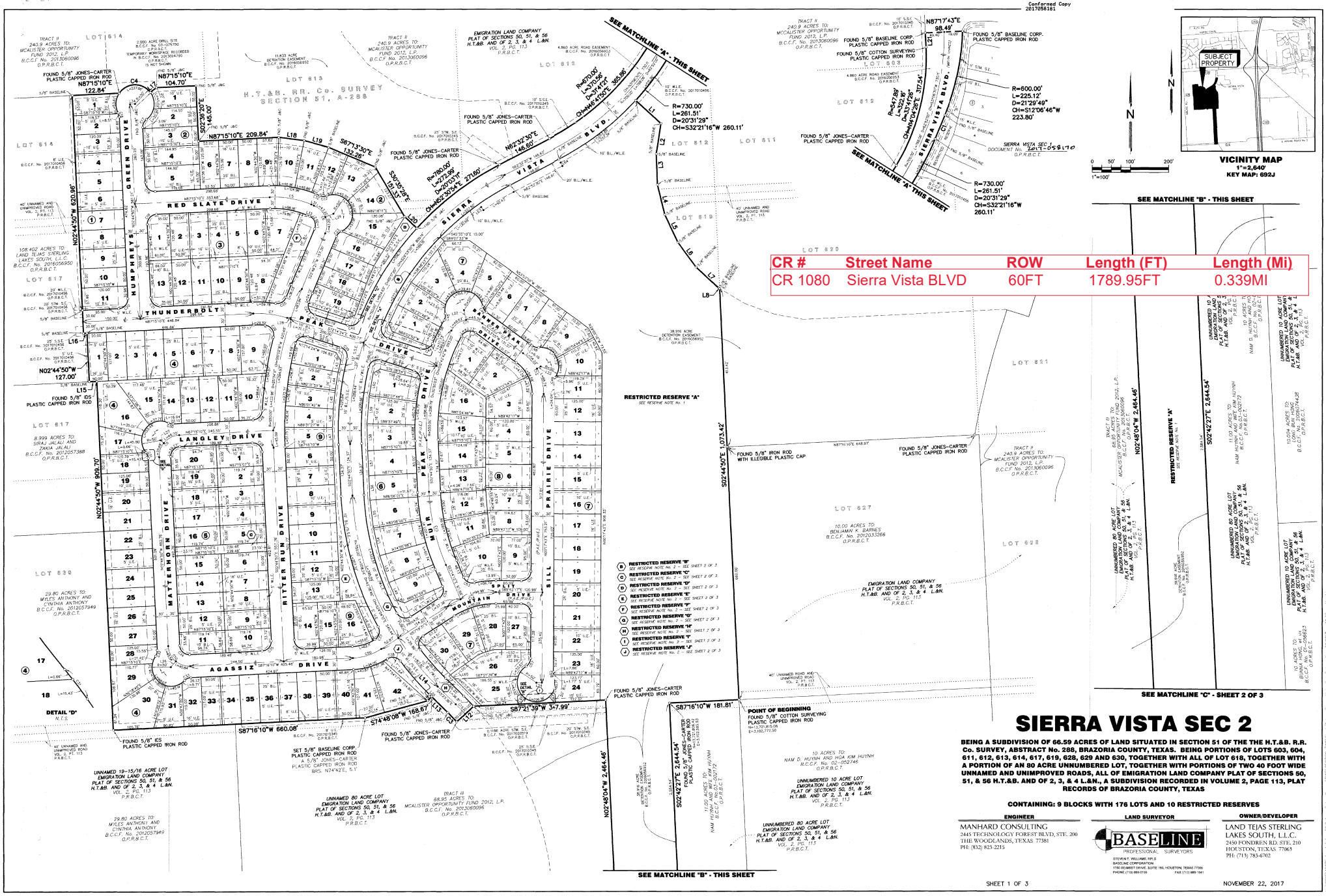
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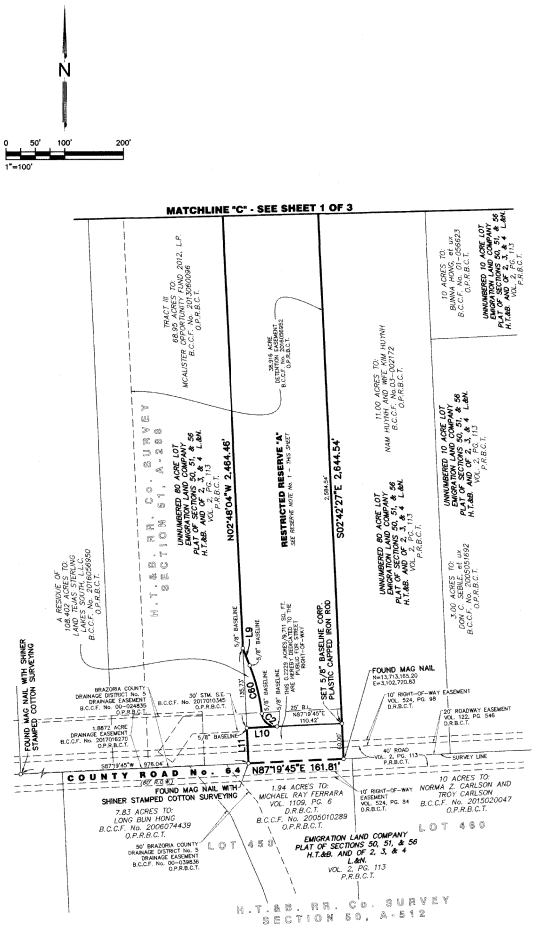
SIERRA VISTA SEC. 2
BRAZORIA COUNTY M.U.D. NO. 32
TITLE SHEET & SHEET INDEX

PROJ. MGR.: AMT
PROJ. ASSOC.: MW/DA
DRAWN BY: RK/TN
DATE: MAY 2017
SCALE:

SHEET 1 OF 36
600.001005.00

FINAL APPROVAL


Conformed Copy
20170058181
SEE MATCHLINE "A" - THIS SHEET
SEE MATCHLINE "B" - THIS SHEET
SEE MATCHLINE "C" - SHEET 2 OF 3
SUBJECT PROPERTY
VICINITY MAP
1"=2,640'
KEY MAP: 692J
CR # | Street Name | ROW | Length (FT) | Length (Mi)
CR 1080 | Sierra Vista BLVD | 60FT | 1789.95FT | 0.339MI
SIERRA VISTA SEC 2
BEING A SUBDIVISION OF 66.59 ACRES OF LAND SITUATED IN SECTION 51 OF THE THE H.T.&B. R.R. Co. SURVEY, ABSTRACT No. 288, BRAZORIA COUNTY, TEXAS. BEING PORTIONS OF LOTS 603, 604, 611, 612, 613, 614, 617, 619, 628, 629 AND 630, TOGETHER WITH ALL OF LOT 618, TOGETHER WITH A PORTION OF AN 80 ACRE UNNUMBERED LOT, TOGETHER WITH PORTIONS OF TWO 40 FOOT WIDE UNNAMED AND UNIMPROVED ROADS, ALL OF EMIGRATION LAND COMPANY PLAT OF SECTIONS 50, 51, & 56 H.T.&B. AND OF 2, 3, & 4 L.&N., A SUBDIVISION RECORDED IN VOLUME 2, PAGE 113, PLAT RECORDS OF BRAZORIA COUNTY, TEXAS
CONTAINING: 9 BLOCKS WITH 176 LOTS AND 10 RESTRICTED RESERVES
ENGINEER
MANHARD CONSULTING
2445 TECHNOLOGY FOREST BLVD, STE. 200
THE WOODLANDS, TEXAS 77381
PH: (832) 823-2215
LAND SURVEYOR
BASELINE PROFESSIONAL SURVEYORS
OWNER/DEVELOPER
LAND TEJAS STERLING LAKES SOUTH, L.L.C.
2450 FONDREN RD. STE. 210
HOUSTON, TEXAS 77063
PH: (713) 783-6702
SHEET 1 OF 3
NOVEMBER 22, 2017



TBM

THE TOP OF AN 80D NAIL SET IN THE POWER POLE NEAREST TO THE NORTHEAST CORNER OF COUNTY ROAD No. 56 AND STERLING GATE DR.
ELEV.=57.65

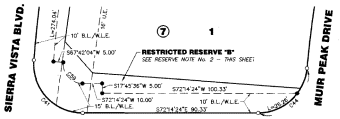
BENCHMARK

TEXAS DEPARTMENT OF TRANSPORTATION CONTROL POINT HV-79C, AN ALUMINUM DISK LOCATED IN THE MEDIAN OF STATE HIGHWAY No. 288, APPROXIMATELY 125 FEET SOUTH OF COUNTY ROAD No. 56.
ELEV.=49.31 (NAVD 88, 1991 ADJ.)

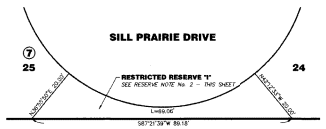
RESERVE NOTES:

1. RESTRICTED RESERVE "A" IS RESTRICTED TO DRAINAGE, LANDSCAPING, OPEN SPACE, AND UTILITY PURPOSES ONLY.
2. RESTRICTED RESERVES "B", "C", "D", "E", "F", "G", "H", "I" AND "J" ARE RESTRICTED TO LANDSCAPING, OPEN SPACE, AND UTILITY PURPOSES ONLY.

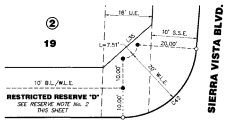
RESERVE AREAS		
RESERVE	ACREAGE	SQ. FT.
RESERVE A	22.6225	985,437
RESERVE B	0.1577	6,869
RESERVE C	0.1273	5,545
RESERVE D	0.2398	10,445
RESERVE E	0.4344	18,923
RESERVE F	0.2640	11,500
RESERVE G	0.3856	16,797
RESERVE H	0.0796	3,472
RESERVE I	0.0156	680
RESERVE J	0.1749	3,263



DETAIL "A"
SCALE: 1"=30'



DETAIL "B"
SCALE: 1"=20'



THUNDERBOLT PEAK DRIVE

DETAIL "C"
SCALE: 1"=20'

NOTES:

1. W.L.E. = WATER LINE EASEMENT
2. U.E. = UTILITY EASEMENT
3. B.L. = BUILDING SETBACK LINE
4. S.S.E. = SANITARY SEWER EASEMENT
5. STM. S.E. = STORM SEWER EASEMENT
6. D.R.B.C.T. = DEED RECORDS OF BRAZORIA COUNTY, TEXAS
7. P.R.B.C.T. = PLAT RECORDS OF BRAZORIA COUNTY, TEXAS
8. B.C.C.F. No. = BRAZORIA COUNTY CLERKS FILE No.
9. O.P.R.B.C.T. = OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS
10. 5/8" BASELINE = SET 5/8" BASELINE CORP. PLASTIC CAPPED IRON ROD
11. FND 5/8" BASELINE = FOUND 5/8" BASELINE CORP. PLASTIC CAPPED IRON ROD
12. FND 5/8" J&C = FOUND 5/8" JONES-CARTER PLASTIC CAPPED IRON ROD
13. P.A.E./P.U.E. = PRIVATE ACCESS EASEMENT/PUBLIC UTILITY EASEMENT
14. BEARINGS ARE BASED FROM THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83 CORS ADJUSTMENT BASED FROM REDUNDANT RTK GPS OBSERVATIONS. DISTANCES HEREON ARE SURFACE DATUM. TO CONVERT TO GRID MULTIPLY BY A COMBINED PROJECT ADJUSTMENT FACTOR OF 0.99986213. COORDINATES HEREON ARE GRID DATUM. TO CONVERT TO SURFACE DIVIDE BY A COMBINED PROJECT ADJUSTMENT FACTOR OF 0.99986213.
15. THIS TRACT OF LAND LIES WITHIN UNSHADED ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP No. 48039C0110H AND 48039C0120H, BOTH DATED JUNE 5, 1989.
16. THIS TRACT OF LAND LIES WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF THE CITY OF IOWA COLONY AND IS SUBJECT TO ITS CODE OF ORDINANCES.
17. SLAB ELEVATIONS (FINISHED FLOOR) SHALL BE SET AT OR ABOVE THE MINIMUM SLAB ELEVATIONS DEFINED.
18. ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS AND OTHER OBSTRUCTIONS FOR THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES.
19. ALL PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
20. ALL STORM WATER DRAINAGE PIPES, CULVERTS, OR OTHER (INCLUDES DRIVEWAY CULVERTS) WILL BE A MINIMUM 24" I.D. OR EQUIVALENT.
21. ALL STORM SEWERS WILL BE MAINTAINED BY BRAZORIA COUNTY M.U.D. No. 32.
22. THIS SUBDIVISION EMPLOYS A DRAINAGE SYSTEM, WHICH UTILIZES STREETS AND ADJACENT PROPERTIES WITHIN THE SUBDIVISION PLAT BOUNDARY TO STORE AND CONVEY STORM WATER. THUS, DURING STORM EVENTS, PONDING OF WATER SHOULD BE EXPECTED TO OCCUR IN THE SUBDIVISION.
23. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN CONSTRUCTED.
24. THE PROPERTY SUBDIVIDED IN THE FOREGOING PLAT LIES WITHIN BRAZORIA COUNTY DRAINAGE DISTRICT #5.
25. LAND USE WITHIN THE SUBDIVISION IS LIMITED TO AN AVERAGE IMPERVIOUSNESS OF NO MORE THAN 40 PERCENT. THE DRAINAGE AND/OR DETENTION SYSTEM HAS BEEN DESIGNED WITH THE ASSUMPTION THAT THIS AVERAGE PERCENT IMPERVIOUSNESS WILL NOT BE EXCEEDED. IF THIS PERCENTAGE IS TO BE EXCEEDED, A REPLAT AND/OR REDESIGN OF THE SYSTEM MAY BE NECESSARY.
26. OWNER WILL PROVIDE EASEMENTS FOR POWER LINES WHERE SUCH ARE REQUIRED, EITHER AS SHOWN ON THE PLAT OR BY SEPARATE INSTRUMENT DEDICATION.
27. ALL EASEMENTS SHOWN ON THIS PLAT ARE CENTERED ON LOT LINES UNLESS OTHERWISE SHOWN.
28. THIS SUBDIVISION CONTAINS ONE OR MORE PERMANENT ACCESS EASEMENTS THAT HAVE NOT BEEN DEDICATED TO THE PUBLIC OR ACCEPTED BY BRAZORIA COUNTY OR ANY OTHER LOCAL GOVERNMENT AGENCY AS PUBLIC RIGHTS-OF-WAY. BRAZORIA COUNTY HAS NO OBLIGATION, NOR DOES ANY OTHER LOCAL GOVERNMENT AGENCY HAVE ANY OBLIGATION, TO MAINTAIN OR IMPROVE ANY PERMANENT ACCESS EASEMENT WITHIN THIS SUBDIVISION, WHICH OBLIGATION SHALL BE THE SOLE RESPONSIBILITY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION.
29. OTHER THAN WHAT IS SHOWN HEREON, THERE ARE NO PIPELINE EASEMENTS OR PIPELINES WITHIN THE BOUNDARIES OF THIS PLAT.
30. ALL BUILDING LINES ALONG STREET RIGHTS-OF-WAY ARE AS SHOWN HERON.
31. EACH LOT SHALL BE RESTRICTED TO SINGLE-FAMILY RESIDENTIAL USES.
32. SINGLE-FAMILY RESIDENTIAL SHALL MEAN THE USE OF A LOT WITH ONE BUILDING FOR AND CONTAINING NO MORE THAN TWO SEPARATE UNITS WITH FACILITIES FOR LIVING, SLEEPING, COOKING AND EATING THEREIN. A LOT UPON WHICH IS LOCATED A FREE-STANDING BUILDING CONTAINING ONE DWELLING UNIT AND A DETACHED SECONDARY DWELLING UNIT OF NO MORE THAN 900 SQUARE FEET SHALL ALSO BE CONSIDERED SINGLE-FAMILY RESIDENTIAL. A BUILDING THAT CONTAINS ONE DWELLING UNIT ON ONE LOT THAT IS CONNECTED BY A PARTY WALL TO ANOTHER BUILDING CONTAINING ONE DWELLING UNIT ON AN ADJACENT LOT SHALL BE SINGLE-FAMILY RESIDENTIAL.
33. EACH LOT SHALL PROVIDE A MINIMUM OF TWO OFF-STREET PARKING SPACES PER DWELLING UNIT ON EACH LOT. IN THOSE INSTANCES WHERE A SECONDARY UNIT IS PROVIDED ONLY ONE ADDITIONAL SPACE SHALL BE PROVIDED.
34. ALL OFF-SITE UTILITY EASEMENTS ARE TO BE DEDICATED BY SEPARATE INSTRUMENT PRIOR TO RECORDATION.
35. SIDEWALKS MUST BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH LOT.
36. A MINIMUM OF 4 FOOT WIDE SIDEWALKS SHALL BE REQUIRED ALONG STREETS AND SHALL CONFORM TO THE CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
37. ALL STREETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
38. ALL WATER AND WASTEWATER FACILITIES SHALL CONFORM TO THE CITY OF IOWA COLONY'S ENGINEERING DESIGN CRITERIA MANUAL.
39. OWNER WILL PROVIDE STREET NAME SIGNS AND TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
40. SURVEY MONUMENTS SHALL BE SET TO THE STANDARDS OF THE TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYING PRACTICES ACT AND THE GENERAL RULES OF PROCEDURES AND PRACTICES OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING AND SHALL BEAR REFERENCE CAPS AS INDICATED.
41. MONUMENTS SHALL BE SET AFTER CONSTRUCTION OF UTILITIES AND PAVEMENT, AND AFTER FINAL GRADING OF LOTS. LOT CORNERS WILL BE 5/8" IRON RODS WITH PLASTIC CAPS STAMPED "BASELINE CORP."
42. THE FINAL PLAT WILL EXPIRE TWO (2) YEARS AFTER THE FINAL APPROVAL BY THE CITY COUNCIL IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO (2) YEAR PERIOD, OR THE ONE (1) YEAR EXTENSION PERIOD GRANTED BY THE CITY COUNCIL.
43. ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL CENTERPOINT ENERGY AND CITY OF IOWA COLONY UTILITY EASEMENTS MUST BE UNOBSTRUCTED BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE REMOVED BY THE UTILITY AT THE PROPERTY OWNER'S EXPENSE.
44. THIS PLAT IS SUBJECT TO THE DEVELOPMENT AGREEMENT BY THE CITY OF IOWA COLONY, TEXAS, LAND TEJAS STERLING LAKES SOUTH, LLC AND MCALISTER OPPORTUNITY FUND 2012, L.P. DATED FEBRUARY 19, 2016.

LINE DATA		
LINE	BEARING	DISTANCE
L1	N47°22'59"W	89.42'
L2	N08°44'47"E	80.22'
L3	N02°23'12"W	80.24'
L4	N13°39'23"W	80.29'
L5	N25°27'18"W	80.27'
L6	N36°24'43"W	80.22'
L7	N47°22'07"W	80.27'
L8	S59°19'26"E	2.68'
L9	N21°27'52"W	31.34'
L10	N87°19'45"E	51.48'
L11	N02°48'04"W	60.00'
L12	S47°18'37"W	60.00'
L13	N45°23'36"W	58.78'
L14	S44°36'24"W	15.00'
L15	S87°15'10"W	19.61'
L16	S87°15'10"W	9.27'
L17	N52°38'39"E	20.00'
L18	S82°36'25"E	66.82'
L19	S74°24'30"E	66.28'
L20	S47°30'41"E	43.40'
L21	N02°42'17"W	37.27'
L22	S11°11'05"E	26.08'
L23	S59°59'48"W	11.08'
L24	S89°42'17"E	14.50'
L25	N45°23'36"W	7.47'
L26	N39°49'05"E	19.66'
L27	S51°23'58"E	11.60'
L28	N72°14'24"W	9.77'
L29	S67°49'21"W	22.78'
L31	N67°10'39"W	7.58'
L32	N67°10'39"W	11.59'
L33	N67°10'39"W	7.58'
L34	S87°15'10"W	13.02'
L35	S86°14'08"W	22.02'
L36	S30°27'39"E	23.66'
L37	N23°25'32"W	21.26'
L38	N59°22'57"E	21.01'
L40	S71°28'38"E	21.69'
L41	S36°55'50"W	20.00'
L42	N42°12'33"W	20.00'
L43	S12°05'48"W	31.50'
L44	S09°12'51"W	48.48'
L45	S05°43'10"W	48.49'
L46	S02°13'25"W	48.50'
L47	S01°15'32"E	48.41'
L48	N23°55'09"W	50.00'
L50	N54°19'31"E	90.68'
L51	N71°21'33"E	39.98'
L52	S89°42'17"E	97.60'
L53	N18°54'02"W	73.80'
L54	N12°54'01"W	73.80'
L55	N06°54'00"W	73.80'
L56	N02°52'32"W	63.67'
L57	S02°44'50"E	65.00'
L58	N01°16'08"W	70.51'
L59	N04°22'12"E	73.80'
L60	N09°46'06"E	59.00'
L61	N25°24'04"E	55.00'
L62	N30°25'05"E	68.42'
L63	S35°01'27"E	10.00'
L64	N27°27'30"W	10.00'
L65	N45°23'36"W	15.31'

CURVE DATA					
CURVE	RADIUS	LENGTH	DELTA	CHORD	CHORD LENGTH
C1	5,000.00'	67.12'	00°46'09"	S22°28'36"W	67.12'
C2	25.00'	37.49'	85°55'20"	N49°42'35"W	34.08'
C3	720.00'	33.97'	02°42'13"	S44°02'30"E	33.97'
C4	50.00'	95.01'	108°52'14"	N88°12'32"E	81.35'
C5	250.00'	86.40'	25°34'11"	N79°57'44"W	110.65'
C6	55.00'	86.39'	90°00'00"	N22°10'39"W	77.78'
C7	250.00'	89.48'	20°30'26"	N82°29'37"W	89.00'
C9	55.00'	86.39'	90°00'00"	S42°15'10"W	77.78'
C10	55.00'	86.38'	89°59'00"	S47°44'20"E	77.77'
C11	55.00'	94.01'	97°55'52"	S77°08'09"W	82.97'
C12	130.00'	122.96'	54°11'37"	N26°48'06"W	118.43'
C13	550.00'	196.68'	20°29'22"	S12°59'31"E	195.64'
C14	230.00'	132.35'	32°58'12"	S73°48'37"W	130.53'
C15	750.00'	35.39'	02°42'13"	N44°02'30"W	35.39'
C16	25.00'	10.87'	24°54'40"	N15°12'10"W	10.78'
C17	25.00'	24.42'	55°57'53"	N25°14'06"E	23.46'
C18	25.00'	39.27'	90°00'00"	N47°44'50"W	35.36'
C19	25.00'	39.27'	90°00'00"	N42°15'10"E	35.36'
C20	25.00'	39.27'	90°00'00"	S42°15'10"W	35.36'
C21	25.00'	39.27'	90°00'00"	N47°44'50"W	35.36'
C22	25.00'	18.69'	42°50'00"	S88°35'39"E	18.26'
C23	25.00'	18.69'	42°50'00"	N44°14'21"E	18.26'
C24	25.00'	40.81'	93°31'23"	S25°28'43"E	36.43'
C25	25.00'	34.37'	78°46'13"	N60°06'04"E	31.73'
C26	25.00'	43.40'	99°27'18"	S35°23'05"E	38.15'
C27	25.00'	40.81'	93°31'23"	S60°59'54"W	36.43'
C28	25.00'	36.78'	84°17'07"	S45°06'37"W	33.55'
C29	25.00'	39.27'	90°00'00"	S47°44'50"E	35.36'
C30	25.00'	12.37'	28°21'27"	N78°34'06"W	12.25'
C31	25.00'	16.09'	36°52'12"	N21°10'56"W	15.81'
C32	25.00'	16.36'	37°30'07"	S16°00'13"W	16.07'
C33	25.00'	18.69'	42°50'00"	N65°51'10"E	18.26'
C34	25.00'	39.26'	89°59'00"	N47°44'20"W	35.35'
C35	25.00'	39.28'	90°01'00"	S42°15'40"W	35.36'
C36	25.00'	39.26'	89°59'00"	N47°44'20"W	35.35'
C37	25.00'	37.79'	86°36'32"	S14°18'34"W	34.29'
C38	25.00'	37.45'	85°50'18"	S79°44'58"E	34.05'
C39	25.00'	37.56'	86°04'56"	N29°11'56"W	34.13'
C40	25.00'	41.25'	94°32'20"	S60°29'28"W	36.73'
C41	25.00'	41.25'	94°32'20"	N24°58'14"W	36.73'
C42	25.00'	37.56'	86°04'56"	N64°43'08"E	34.13'
C43	25.00'	36.99'	84°47'03"	N29°50'53"W	33.71'
C44	25.00'	36.99'	84°47'03"	N65°22'04"E	33.71'
C45	25.00'	17.61'	40°21'38"	S09°28'09"W	17.25'
C46	25.00'	18.69'	42°50'00"	S32°28'54"E	18.26'
C48	25.00'	19.22'	44°02'46"	S73°43'01"E	18.75'
C49	25.00'	19.22'	44°02'46"	N13°42'37"E	18.75'
C50	150.00'	78.39'	29°56'39"	N72°17'51"E	77.50'
C51	25.00'	39.27'	90°00'00"	S45°17'43"W	35.36'
C52	25.00'	39.27'	90°00'00"	N44°42'17"W	35.36'
C53	25.00'	34.46'	78°58'55"	N62°43'39"W	31.80'
C54	25.00'	35.15'	80°33'43"	N17°02'40"E	32.33'
C55	25.00'	41.13'	94°15'47"	N75°32'35"W	36.65'
C56	25.00'	41.37'	94°48'54"	S09°55'04"W	36.81'
C57	25.00'	25.01'	57°19'13"	S28°57'19"W	23.98'
C58	25.00'	9.63'	22°04'13"	S10°44'24"E	9.57'
C59	10.00'	16.50'	94°32'20"	S24°58'14"E	14.69'
C60	330.00'	84.76'	14°42'57"	N14°06'24"W	84.52'

SIERRA VISTA SEC 2

BEING A SUBDIVISION OF 66.59 ACRES OF LAND SITUATED IN SECTION 51 OF THE THE H.T.&B. R.R. Co. SURVEY, ABSTRACT No. 288, BRAZORIA COUNTY, TEXAS. BEING PORTIONS OF LOTS 603, 604, 611, 612, 613, 614, 617, 619, 628, 629 AND 630, TOGETHER WITH ALL OF LOT 618, TOGETHER WITH A PORTION OF AN 80 ACRE UNNUMBERED LOT, TOGETHER WITH PORTIONS OF TWO 40 FOOT WIDE UNNAMED AND UNIMPROVED ROADS, ALL OF EMIGRATION LAND COMPANY PLAT OF SECTIONS 50, 51, & 56 H.T.&B. AND OF 2, 3, & 4 L.&N., A SUBDIVISION RECORDED IN VOLUME 2, PAGE 113, PLAT RECORDS OF BRAZORIA COUNTY, TEXAS

CONTAINING: 9 BLOCKS WITH 176 LOTS AND 10 RESTRICTED RESERVES

ENGINEER
MANHARD CONSULTING
2445 TECHNOLOGY FOREST BLVD, STE. 200
THE WOODLANDS, TEXAS 77381
PH: (832) 823-2215

LAND SURVEYOR
BASELINE
PROFESSIONAL SURVEYORS
STEVEN E. WILLIAMS, RPLS
BASELINE CORPORATION
1950 DIAMOND DRIVE, SUITE 150, HOUSTON, TEXAS 77008
PHONE: (713) 869-0155 FAX: (713) 869-7541

OWNER/DEVELOPER
LAND TEJAS STERLING LAKES SOUTH, L.L.C.
2450 FONDREN RD. STE. 210
HOUSTON, TEXAS 77063
PH: (713) 783-6702

I, AL P. BRENDE, SOLE MANAGER OF LAND TEJAS STERLING LAKES SOUTH, L.L.C. A TEXAS LIMITED LIABILITY COMPANY, OWNER OF THE PROPERTY SUBDIVIDED, IN THIS PLAT OF SIERRA VISTA SEC 2, 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, 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, LIENHOLDERS MUST EXECUTE A SUBORDINATION AGREEMENT SUBORDINATING THEIR LIENS TO ALL PUBLIC STREETS, ALLEYS, PARKS, SCHOOL SITES AND OTHER PUBLIC AREAS SHOWN ON THE PLAT OF SUCH SUBDIVISION OR RESUBDIVISION AS BEING SET ASIDE FOR PUBLIC USE OR PURPOSE.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO USE OF THE 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 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 PLAN 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 EASEMENTS TOTALS THIRTY FEET (30'0") IN WIDTH.

IN TESTIMONY, HERETO, THE LAND TEJAS STERLING LAKES SOUTH, L.L.C., HAS CAUSED THESE PRESENTS TO BE SIGNED BY AL P. BRENDE, ITS SOLE MANAGER, THEREUNTO AUTHORIZED, AND ITS COMMON SEAL HEREUNTO AFFIXED, THIS 14 DAY OF JUNE, 20 17.

LAND TEJAS STERLING LAKES SOUTH, L.L.C.
A TEXAS LIMITED LIABILITY COMPANY

BY: _____
AL P. BRENDE
SOLE MANAGER

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDER SIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED AL P. BRENDE, SOLE MANAGER OF LAND TEJAS STERLING LAKES SOUTH, L.L.C., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENTS, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF SAID CORPORATION, FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITIES THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 14th DAY OF May 20 17.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

JANICE GORDO
Notary Public, State of Texas
Comm. Expires 08-18-2021
Notary ID 125276445

CERTIFICATE OF CITY COUNCIL

THIS IS TO CERTIFY THAT CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS THE 13TH DAY OF JUNE, 20 17, HAS APPROVED THIS PLAT AND SUBDIVISION OF SIERRA VISTA SEC 2 AS SHOWN HEREON.

MICHAEL HOLTON, MAYOR

SUSAN COTTRELL

MICHAEL BYRUM-BRATSEN

ROBIN BRADBERRY

KACY SMAJSTRLA

CHAD WILSEY

CERTIFICATE OF PLANNING COMMISSION

THIS IS TO CERTIFY THAT CITY PLANNING COMMISSION OF THE CITY OF IOWA COLONY, TEXAS THIS THE 13TH DAY OF JUNE, 20 17, HAS APPROVED THIS PLAT AND SUBDIVISION OF SIERRA VISTA SEC 2 AS SHOWN HEREON.

DAVID HURST

STEVEN BYRUM-BRATSEN

LES HOSEY

STEVEN BRADBERRY

VINCE PATTERSON

ROBERT WALL

APPROVED BY CITY ENGINEER

DENNIS W. WU, P.E.

BRAZORIA COUNTY DRAINAGE DISTRICT #5 APPROVAL

LEE WALDEN, P.E. — DATE 7/10/17
PRESIDENT

BUDDY MOORE — DATE 7-10-17
VICE PRESIDENT/ASST. SECRETARY

MARK ROLLER — DATE 7-10-17
SECRETARY/TREASURER

JARROD D. ADEN, P.E., CFM — DATE 7/10/17
ENGINEER

I, STEVEN E. WILLIAMS, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL CORNERS AND ANGLE POINTS OF THE BOUNDARIES OF THE ORIGINAL TRACT TO BE SUBDIVIDED OF REFERENCE WILL BE MARKED WITH IRON RODS HAVING A DIAMETER OF NOT LESS THAN FIVE EIGHTHS (5/8) INCH AND A LENGTH OF NOT LESS THAN (3) FEET WITHIN A MAXIMUM OF ONE YEAR AFTER RECORDING OF THE PLAT OR AFTER CONSTRUCTION OF THE PUBLIC IMPROVEMENTS ARE COMPLETE, UNLESS OTHERWISE SHOWN HEREON; AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204) NORTH AMERICAN DATUM OF 1983 (NAD83) CORS ADJUSTMENT.

05.12.2017

STEVEN E. WILLIAMS, R.P.L.S.
TEXAS REGISTRATION No. 4819

STATE OF TEXAS
STEVEN E. WILLIAMS
NO. 4819
PROFESSIONAL
LAND SURVEYOR

METES AND BOUND DESCRIPTION

BEING 66.59 ACRES OF LAND SITUATED IN SECTION 51 OF THE H.T.&B. RR. CO. SURVEY, ABSTRACT NO. 288, BRAZORIA COUNTY, TEXAS, BEING A PART OF THAT CERTAIN 108.402 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO LAND TEJAS STERLING LAKES SOUTH, L.L.C. RECORDED IN BRAZORIA COUNTY CLERKS FILE NO. 2016056950, OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS, BEING PORTIONS OF LOTS 603, 604, 611, 612, 613, 614, 617, 619, 628, 629 AND 630, TOGETHER WITH ALL OF LOT 618, TOGETHER WITH A PORTION OF AN 80 ACRE UNNUMBERED LOT, TOGETHER WITH PORTIONS OF TWO 40 FOOT WIDE UNNAMED AND UNIMPROVED ROADS, ALL OF THE EMIGRATION LAND COMPANY PLAT OF SECTIONS 50, 51, & 56 H.T.&B. AND OF 2, 3, & 4 L.&N., A SUBDIVISION RECORDED IN VOLUME 2, PAGE 113, PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, SAID 66.59 ACRE TRACT IS DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH "COTTON SURVEYING" PLASTIC CAPPED IRON ROD FOUND FOR A SOUTHEAST CORNER OF SAID 108.402 ACRE TRACT, THE SOUTHWEST CORNER OF THAT CERTAIN 10.00 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO BENJAMIN K. BARNES RECORDED IN BRAZORIA COUNTY CLERK'S FILE NO. 2012033266, OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS, THE NORTHWEST CORNER OF THAT CERTAIN 10 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO NAM D. HUYNH AND HOA KIM HUYNH RECORDED IN BRAZORIA COUNTY CLERK'S FILE NO. 02-052746, OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS AND THE NORTHEAST CORNER OF THAT CERTAIN 11.00 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO NAM HUYNH AND WIFE KIM HUYNH RECORDED IN BRAZORIA COUNTY CLERK'S FILE NO. 03-002172, OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS;

THENCE, SOUTH 87 DEGREES 16 MINUTES 10 SECONDS WEST, ALONG A SOUTH LINE OF SAID 108.402 ACRE TRACT AND ALONG THE NORTH LINE OF SAID 11.00 ACRE TRACT, 181.81 FEET TO A 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 11.00 ACRE TRACT AND FOR A RE-ENTRANT CORNER OF SAID 108.402 ACRE TRACT;

THENCE, SOUTH 02 DEGREES 42 MINUTES 27 SECONDS EAST, ALONG AN EAST LINE OF SAID 108.402 ACRE TRACT AND ALONG THE WEST LINE OF SAID 11.00 ACRE TRACT, 2,644.54 FEET TO A MAG NAIL FOUND IN THE CENTER OF COUNTY ROAD NO. 64 (80 FEET WIDE), SAID MAG NAIL BEING THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID 108.402 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID 11.00 ACRE TRACT;

THENCE, SOUTH 87 DEGREES 19 MINUTES 45 SECONDS WEST, ALONG THE CENTER OF SAID COUNTY ROAD NO. 64 AND ALONG THE SOUTH LINE OF SAID 108.402 ACRE TRACT, 181.81 FEET TO A MAG NAIL WITH SHINER STAMPED "COTTON SURVEYING" FOUND FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID 108.402 ACRE TRACT, FROM WHICH ANOTHER MAG NAIL WITH SHINER STAMPED "COTTON SURVEYING" FOUND FOR THE SOUTHWEST CORNER OF THAT CERTAIN 68.95 ACRE TRACT OF LAND DESIGNATED AS TRACT II AND DESCRIBED IN THE DEED TO MCALISTER OPPORTUNITY FUND 2012, L.P. RECORDED IN BRAZORIA COUNTY CLERK'S FILE NO. 2013060096, OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY TEXAS BEARS SOUTH 87 DEGREES 19 MINUTES 45 SECONDS WEST, 976.04 FEET;

THENCE, NORTH 02 DEGREES 48 MINUTES 04 SECONDS WEST, ALONG A WEST LINE OF SAID 108.402 ACRE TRACT, 6.00 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, NORTH 87 DEGREES 19 MINUTES 45 SECONDS EAST, 51.48 FEET TO A 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT WHOSE RADIUS IS 25.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 02 DEGREES 40 MINUTES 15 SECONDS WEST;

THENCE, IN A NORTHWESTERLY DIRECTION ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85 DEGREES 55 MINUTES 20 SECONDS, 37.49 FEET TO A 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD SET A THE BEGINNING OF A TANGENT CURVE TO THE LEFT WHOSE RADIUS IS 330.00 FEET;

THENCE, IN A NORTHERLY DIRECTION ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14 DEGREES 42 MINUTES 57 SECONDS 84.76 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON RO);

THENCE, NORTH 21 DEGREES 27 MINUTES 52 SECONDS WEST, 31.34 FEET TO A 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD SET ON A WEST LINE OF SAID 108.402 ACRE TRACT;

THENCE, NORTH 02 DEGREES 48 MINUTES 04 SECONDS WEST, ALONG A WEST LINE OF SAID 108.402 ACRE TRACT, 2,464.46 FEET TO A 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD FOUND FOR A RE-ENTRANT CORNER OF SAID 108.402 ACRE TRACT;

THENCE, SOUTH 87 DEGREES 21 MINUTES 39 SECONDS WEST, ALONG A SOUTHEAST LINE OF SAID 108.402 ACRE TRACT, 347.99 FEET TO A FOUND 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 47 DEGREES 18 MINUTES 37 SECONDS WEST, ALONG A SOUTHEAST LINE OF SAID 108.402 ACRE TRACT, 60.00 FEET TO A 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD FOUND AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WHOSE RADIUS IS 720.00 FEET AND WHOSE RADIUS POINT BEARS SOUTH 47 DEGREES 18 MINUTES 37 SECONDS WEST;

THENCE, IN A NORTHWESTERLY DIRECTION ALONG A SOUTHWEST LINE OF SAID 108.402 ACRE TRACT AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02 DEGREES 42 MINUTES 13 SECONDS, 33.97 FEET TO A FOUND 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD;

THENCE, NORTH 45 DEGREES 23 MINUTES 36 SECONDS WEST, ALONG A SOUTHWEST LINE OF SAID 108.402 ACRE TRACT, 58.78 FEET TO A 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD FOUND FOR A RE-ENTRANT CORNER OF SAID 108.402 ACRE TRACT;

THENCE, SOUTH 44 DEGREES 36 MINUTES 24 SECONDS WEST, ALONG A SOUTHEAST LINE OF SAID 108.402 ACRE TRACT, 15.00 FEET TO A FOUND 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 74 DEGREES 48 MINUTES 08 SECONDS WEST, ALONG A SOUTHEAST LINE OF SAID 108.402 ACRE TRACT, 168.67 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD, FROM WHICH A FOUND 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD BEARS NORTH 74 DEGREES 42 MINUTES EAST, 5.1 FEET;

THENCE, SOUTH 87 DEGREES 16 MINUTES 10 SECONDS WEST, ALONG A SOUTH LINE OF SAID 108.402 ACRE TRACT, PASSING THE MOST EASTERLY NORTHEAST CORNER OF THAT CERTAIN 29.80 ACRE TRACT OF LAND CONVEYED IN THE DEED TO WILLIAM ANTHONY AND BANTHIS ANTHONY RECORDED IN BRAZORIA COUNTY CLERKS FILE NO. 2012057949, OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS, CONTINUING ALONG A SOUTH LINE OF SAID 108.402 ACRE TRACT AND ALONG A NORTH LINE OF SAID 29.80 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 660.08 FEET TO A 5/8 INCH "IDS" PLASTIC CAPPED IRON ROD FOUND FOR A SOUTHWEST CORNER OF SAID 108.402 ACRE TRACT AND FOR A RE-ENTRANT CORNER OF SAID 29.80 ACRE TRACT;

THENCE, NORTH 02 DEGREES 44 MINUTES 50 SECONDS WEST, ALONG A WEST LINE OF SAID 108.402 ACRE TRACT AND ALONG AN EAST LINE OF SAID 29.80 ACRE TRACT, PASSING THE MOST NORTHERLY NORTHEAST CORNER OF SAID 29.80 ACRE TRACT, WHICH IS THE SOUTHEAST CORNER OF THAT CERTAIN 8.999 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO SIRAJ JALALI AND ZAKIA JALALI RECORDED IN BRAZORIA COUNTY CLERKS FILE NO. 2012057308, OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS, CONTINUING ALONG A WEST LINE OF SAID 108.402 ACRE TRACT AND ALONG THE EAST LINE OF SAID 8.999 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 909.70 FEET TO A 5/8 INCH "IDS" PLASTIC CAPPED IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 8.999 ACRE TRACT AND FOR A RE-ENTRANT CORNER OF SAID 108.402 ACRE TRACT;

THENCE, SOUTH 87 DEGREES 15 MINUTES 10 SECONDS WEST, ALONG A SOUTH LINE OF SAID 108.402 ACRE TRACT AND ALONG THE NORTH LINE OF SAID 8.999 ACRE TRACT, 19.61 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, NORTH 02 DEGREES 44 MINUTES 50 SECONDS WEST, 127.00 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 87 DEGREES 15 MINUTES 10 SECONDS WEST, 9.27 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, NORTH 02 DEGREES 44 MINUTES 50 SECONDS WEST, 620.96 FEET TO A 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD SET ON A NORTH LINE OF SAID 108.402 ACRE TRACT;

THENCE, NORTH 87 DEGREES 15 MINUTES 10 SECONDS EAST, ALONG A NORTH LINE OF SAID 108.402 ACRE TRACT, 122.84 FEET TO A 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD FOUND AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT WHOSE RADIUS IS 50.00 FEET AND WHOSE RADIUS POINT BEARS SOUTH 56 DEGREES 13 MINUTES 36 SECONDS EAST;

THENCE, IN AN EASTERLY DIRECTION ALONG A NORTH LINE OF SAID 108.402 ACRE TRACT AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 108 DEGREES 52 MINUTES 14 SECONDS, 95.01 FEET TO A FOUND 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD;

THENCE, NORTH 52 DEGREES 38 MINUTES 39 SECONDS EAST, ALONG A NORTHWEST LINE OF SAID 108.402 ACRE TRACT, 20.00 FEET TO A FOUND 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD;

THENCE, NORTH 87 DEGREES 15 MINUTES 10 SECONDS EAST, ALONG A NORTH LINE OF SAID 108.402 ACRE TRACT, 104.70 FEET TO A 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD FOUND FOR A NORTHEAST CORNER OF SAID 108.402 ACRE TRACT;

THENCE, SOUTH 02 DEGREES 36 MINUTES 20 SECONDS EAST, 145.00 FEET TO A 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD FOUND FOR A RE-ENTRANT CORNER OF SAID 108.402 ACRE TRACT;

THENCE, NORTH 87 DEGREES 15 MINUTES 10 SECONDS EAST, 209.84 FEET TO A FOUND 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 82 DEGREES 36 MINUTES 25 SECONDS EAST, ALONG A NORTH LINE OF SAID 108.402 ACRE TRACT, 66.82 FEET TO A FOUND 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 74 DEGREES 24 MINUTES 30 SECONDS EAST, ALONG A NORTH LINE OF SAID 108.402 ACRE TRACT, 66.28 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 67 DEGREES 13 MINUTES 30 SECONDS EAST, ALONG A NORTH LINE OF SAID 108.402 ACRE TRACT, 132.26 FEET TO A FOUND 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 30 DEGREES 35 MINUTES 28 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID 108.402 ACRE TRACT, 151.33 FEET TO A FOUND 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 47 DEGREES 30 MINUTES 41 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID 108.402 ACRE TRACT, 43.40 FEET TO A 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD FOUND AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT WHOSE RADIUS IS 780.00 FEET AND WHOSE RADIUS POINT BEARS SOUTH 47 DEGREES 30 MINUTES 41 SECONDS EAST, SAID CAPPED IRON ROD BEING A RE-ENTRANT CORNER OF SAID 108.402 ACRE TRACT;

THENCE, IN A NORTHEASTERLY DIRECTION ALONG A NORTHWEST LINE OF SAID 108.402 ACRE TRACT AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20 DEGREES 03 MINUTES 11 SECONDS, 272.99 FEET TO A FOUND 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD;

THENCE, NORTH 62 DEGREES 32 MINUTES 30 SECONDS EAST, ALONG A NORTHWEST LINE OF SAID 108.402 ACRE TRACT, 146.60 FEET TO A 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD FOUND AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT WHOSE RADIUS IS 670.00 FEET;

THENCE, IN A NORTHEASTERLY DIRECTION ALONG A NORTHWEST LINE OF SAID 108.402 ACRE TRACT AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 41 MINUTES 21 SECONDS, 370.56 FEET TO A 5/8 INCH "JONES-CARTER" PLASTIC CAPPED IRON ROD FOUND AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WHOSE RADIUS IS 547.89 FEET AND WHOSE RADIUS POINT BEARS NORTH 59 DEGREES 04 MINUTES 51 SECONDS WEST;

THENCE, IN A NORTHERLY DIRECTION ALONG A NORTHWEST LINE OF SAID 108.402 ACRE TRACT AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33 DEGREES 41 MINUTES 26 SECONDS, 322.16 FEET TO A FOUND 5/8 INCH "COTTON SURVEYING" PLASTIC CAPPED IRON ROD;

THENCE, NORTH 02 DEGREES 42 MINUTES 17 MINUTES 43 SECONDS EAST, ALONG A WEST LINE OF SAID 108.402 ACRE TRACT, 37.27 FEET TO A FOUND 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, NORTH 87 DEGREES 17 MINUTES 43 SECONDS EAST, 98.49 FEET TO A 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD FOUND AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT WHOSE RADIUS IS 600.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 88 DEGREES 38 MINUTES 09 SECONDS WEST;

THENCE, IN A SOUTHERLY DIRECTION ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 29 MINUTES 49 SECONDS, 225.12 FEET TO A 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD FOUND AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT WHOSE RADIUS IS 5,000.00 FEET;

THENCE, IN A SOUTHWESTERLY DIRECTION ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00 DEGREES 46 MINUTES 09 SECONDS, 67.12 FEET TO A 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD FOUND AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT WHOSE RADIUS IS 730.00 FEET;

THENCE, IN A SOUTHWESTERLY DIRECTION ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20 DEGREES 31 MINUTES 29 SECONDS, 261.51 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 47 DEGREES 22 MINUTES 59 SECONDS EAST, 89.42 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 08 DEGREES 44 MINUTES 47 SECONDS WEST, 80.22 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 02 DEGREES 23 MINUTES 12 SECONDS EAST, 80.24 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 13 DEGREES 39 MINUTES 23 SECONDS EAST, 80.29 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 25 DEGREES 27 MINUTES 18 SECONDS EAST, 80.27 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 36 DEGREES 24 MINUTES 43 SECONDS EAST, 80.22 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 47 DEGREES 22 MINUTES 07 SECONDS EAST, 80.27 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 59 DEGREES 19 MINUTES 26 SECONDS EAST, 2.68 FEET TO A SET 5/8 INCH "BASELINE CORP." PLASTIC CAPPED IRON ROD;

THENCE, SOUTH 02 DEGREES 44 MINUTES 50 SECONDS EAST, AT 413.42 FEET PASSING A 5/8 INCH IRON ROD WITH ILLEGIBLE PLASTIC CAP FOUND FOR A RE-ENTRANT CORNER OF SAID 108.402 ACRE TRACT AND THE NORTHWEST CORNER OF THE AFOREMENTIONED 10.00 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO BENJAMIN K. BARNES RECORDED IN BRAZORIA COUNTY CLERKS FILE NO. 2012033266, OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS, CONTINUING ALONG THE WEST LINE OF SAID BARNES TRACT AND ALONG AN EAST LINE OF SAID 108.402 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 1,073.42 FEET TO THE POINT OF BEGINNING AND CONTAINING 66.59 ACRES OF LAND.

BLOCK 1

LOT NO.	SQ. FT.	MIN. SLAB ELEV.
1	6,127	55.1
2	5,996	54.9
3	6,000	54.8
4	6,000	54.8
5	6,000	55.0
6	6,000	55.0
7	6,000	55.0
8	6,000	54.8
9	6,000	54.5
10	6,000	54.2
11	6,821	53.8

BLOCK 2

LOT NO.	SQ. FT.	MIN. SLAB ELEV.
1	6,273	55.2
2	6,583	55.0
3	7,250	54.8
4	7,244	54.5
5	9,275	54.5
6	6,522	55.2
7	6,250	55.2
8	6,250	55.2
9	6,632	55.0
10	7,039	54.9
11	6,960	54.7
12	6,480	54.7
13	7,362	54.9
14	8,706	54.9
15	9,640	54.9
16	6,171	54.7
17	6,000	54.6
18	6,063	54.4
19	6,945	54.1

BLOCK 3

LOT NO.	SQ. FT.	MIN. SLAB ELEV.
1	7,094	54.8
2	6,024	54.8
3	6,024	54.8
4	6,024	55.2
5	6,024	55.2
6	6,024	55.0
7	8,172	54.9
8	8,136	53.8
9	6,024	54.0
10	6,024	54.0
11	6,024	54.0
12	6,024	53.9
13	7,094	53.7

BLOCK 4

LOT NO.	SQ. FT.	MIN. SLAB ELEV.
1	6,350	53.7
2	6,350	53.9
3	6,350	53.9
4	6,350	53.9
5	6,350	53.7
6	6,350	53.7
7	6,350	53.8
8	6,350	53.8
9	9,766	53.7
10	7,896	53.0
11	6,000	53.2
12	6,000	53.3
13	6,000	53.5
14	5,889	53.5
15	8,948	53.6
16	12,477	53.6
17	6,695	53.5
18	6,229	53.3
19	6,250	53.3
20	6,250	53.5
21	6,250	53.6
22	6,250	53.8
23	6,250	53.8
24	6,250	53.7
25	6,250	53.5
26	6,250	53.4
27	6,250	53.2
28	6,022	53.2
29	8,183	53.3
30	12,318	53.3
31	6,775	53.3
32	6,249	53.1
33	6,350	53.3
34	6,350	53.4
35	6,350	53.4
36	6,350	53.4
37	6,350	53.4
38	6,350	53.4
39	6,350	53.1
40	6,350	53.3
41	7,539	53.3
42	9,880	53.2

BLOCK 5

LOT NO.	SQ. FT.	MIN. SLAB ELEV.
1	7,164	53.3
2	5,987	53.3
3	5,987	53.3
4	5,987	53.5
5	5,987	53.6
6	5,987	53.6
7	5,987	53.4
8	5,987	53.3
9	5,987	53.1
10	6,896	52.9
11	6,892	53.2
12	5,987	53.4
13	5,987	53.5
14	5,987	53.7
15	5,987	53.9
16	5,987	53.9
17	5,987	53.8
18	5,987	53.6
19	5,987	53.5
20	7,163	53.4

BLOCK 6

LOT NO.	SQ. FT.	MIN. SLAB ELEV.
1	8,245	54.2
2	8,363	54.3
3	8,222	54.5
4	8,125	54.7
5	7,798	54.8
6	8,363	54.8
7	8,363	54.6
8	8,363	54.3
9	7,231	54.1

BLOCK 7

LOT NO.	SQ. FT.	MIN. SLAB ELEV.
1	7,828	54.2
2	7,469	54.5
3	8,105	54.9
4	11,397	54.9
5	7,481	54.7
6	7,496	54.5
7	7,500	54.5
8	7,402	54.6
9	8,003	54.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.21. **2/24/2026**

Exception to Subdivision Platting for David E. Mouton (Precinct 1)

1) The Court finds that:

a.) David E. Mouton has requested approval for an exception from subdivision platting regulations for a small subdivision, by application attached; and

b.) The property to be divided is a tract of land containing 12.5477 acres, being Tract 43 and part of 44 of the Pleasant Bayou Land Company Subdivision in the Stephen F. Austin 1-3/4 League Grant, Abstract 37, Brazoria County, Texas, being out of a 30.626 acre tract of land conveyed unto Carl C. Hall by deed recorded in Volume 1546, Page 196 of the Deed Records of Brazoria County, Texas and being a tract of land conveyed unto Lisa Hudgens Rosa as recorded under County Clerk's File No. 2015-030200 of the Official Records of Brazoria County, Texas and being part of a tract of land conveyed unto Michael Doxey as recorded under County Clerk's File No. 2017-062612 of the Official Records of Brazoria County, Texas and conveyed to David E. Mouton in County Clerk's File Nos. 2017-050326, 2019-026944 and 2018-051397; and

c.) The 12.5477 acre tract is to be divided into 3 tracts along a Public ROW created by Vol. 277 Pg. 498, DRBCT and Vol. 543 Pg. 235, DRBCTC: Tract 1 with 4.08 acres and approximately 472 feet of frontage along a Public ROW created by Vol. 277 Pg. 498, DRBCT and Vol. 543 Pg. 235, DRBCTC, Tract 2 with 2.24 acres and approximately 196 feet of frontage along a Public ROW created by Vol. 277 Pg. 498, DRBCT and Vol. 543 Pg. 235, DRBCTC, Tract 3 with 5.11 acres and approximately 164 feet of frontage along a Public ROW created by Vol. 277 Pg. 498, DRBCT and Vol. 543 Pg. 235, DRBCTC; and

d.) The Brazoria County Environmental Health Department has provided a letter dated January 29, 2026 stating they have no objection to the proposed division, under certain conditions; and

e.) This tract of land is in Drainage District # 3. Drainage District # 3 has provided a letter dated October 14, 2025 stating they have no objection to the subdivision; and

f.) The small subdivision approval requested by David E. Mouton is in accordance with the criteria established in Brazoria County Subdivision Regulations Article 4, Section D, Pages 16-17; and

g.) The applicant has submitted to the County Engineer a plat of survey prepared by a Registered Professional Surveyor showing the proposed division.

2) It is therefore ordered that an exception for filing a plat of the division for small subdivision of David E. Mouton tract be granted. This exception is granted upon the following conditions:

a.) The applicant must record the survey in the Official Public Records of Brazoria County, Texas within 90 days from the approval by Commissioners Court or this court order is void, said document setting forth the allowable division and to be approved by the County Engineer; and

b.) Any further division of any of the affected lots must conform to the Brazoria County Subdivision Regulations; and

c.) No building permits will be issued for development on said tracts unless the Brazoria County Environmental Health Department has approved the proposed development.

3) It is ordered that a certified copy of this court order be recorded in the Official Public Records of Brazoria County at the expense of the applicant.

Brazoria County

Application for Property Adjustments

RECEIVED:
11·1·24

This application must be completed for all requests that are exempt from Platting. In order for this request to be reviewed, the application must be filled out *in its entirety* and be submitted to the Brazoria County Engineers Office at 451 N. Velasco, Ste. 230 Angleton, Texas 77515, or emailed to engineer-development@brazoriacountytx.gov For questions concerning this application, please contact the Engineering Department at (979) 864-1265.

This application will expire after 6 months due to applicant activity – at that point – you will need to submit a new application and possibly new exhibits for any land reconfiguration.

SECTION I. Property Owner Information

Name: David E. Mouton **Phone:** 281-883-6347

Name: _____

Owner Signature: DE Mout **Date:** Oct 31, 2024

Owner Signature: _____ **Date:** _____

My signature acknowledges my request to the County Engineer, Matt Hanks, for an exception from the Brazoria County Subdivision Regulations.

Mailing Address: 8930 CR 198, Alvin, TX 77511

E-mail Address: david.mouton@sbcglobal.net

Purpose:

☐ Combine lots – *See Section II.*
☒ Divide lot – *See Section III. - You may not create more than 4 lots*
☐ Adjust Lot Lines – *See Section III.*
☐ Divide with Exemption – *See Section III - You may not create more than 4 lots nor create an easement or road*
☐ Family Division - Gift Deeded to _____. (Grandchild, Child, Sibling, In-Law, etc.) - *You may not create more than 4 lots nor create an easement or road – See Section IV.*

Property Information

Acreage: 12.6

Site Address or Legal Location, Abstract, CR #: 8930 CR 198, Alvin, TX 77511

Property ID#: ~~2017052326, 2018051397, 2019056192~~ 151909

Tax Account #: 1045198

Number of Structures: 1 *Mobile Homes:* 0 *Other homes:* NA

Business or other structure with restrooms: _____

Private Water Well check: ☒ YES or ☐ NO

Public Water System MUD or Provider: NA

* BCAD never combined per doc# 2019-056191 2019-056192. - States they couldn't read field notes.

Lots
44B1 (151909)
44
~~44C~~
43A
43

Public Information for Property Adjustments

To determine the process that you will need to follow, please reference the section number listed next to your selected option under the "Purpose" section on page one of the application. You will be contacted once your completed application has been received by our Development Team.

Application Submissions will receive a response within 10 Business Days.

SECTION II. Lot Combinations

Combinations may not result in land-locked tracts – this includes neighboring tracts.

Preliminary Steps for Submittals

- ☐ Completed application – Pg. 1 filled out *completely* and signed by all owners on deed
- ☐ One (1) paper copy of the preliminary proposed reconfiguration – i.e. a 'sketch'
  - ➔ Completed on Pg. 2
- ☐ One (1) copy of the official recorded deed(s) – may be obtained from the County Clerk's office

Final Steps for Submittals

- ☐ One (1) copy of final survey of the desired adjustment(s) with corresponding legal description
  - ➔ Total acreage and new lot name *must* be notated within each desired lot
  - ➔ Each desired lot must be outlined and labeled clearly
- ☐ Original tax certificates – All taxes paid on tract

SECTION III. Divisions or Adjusting Tract Lines

You may not create more than 4 new lots and each lot must be *1 acre or more* in size if no public water services provided.

Preliminary Steps for Submittals

- ☑ Completed application – Pg. 1 filled out completely and signed by all owners on deed
- ☑ One (1) paper copy of the preliminary proposed division – i.e. a 'sketch'
  - ➔ Completed on Pg. 2
- ☑ One (1) copy of the official recorded deed(s) – may be obtained from the County Clerk's office

Final Steps for Submittals

- ☐ One (1) copy of final survey of the desired adjustment(s) with corresponding legal description
  - ➔ Total acreage and new lot names must be notated within each desired lot
  - ➔ Each desired lot must be outlined and labeled clearly
- ☐ Original tax certificates – All taxes paid on tract
- ☐ Letter of No Objection from Environmental Health Department – *Application forwarded from Engineering*
- ☐ Letter of No Objection from Drainage District – *Applicant must obtain directly from Drainage District*

SECTION IV. Family Exceptions

You may not create more than 4 new lots

- ☐ Completed Application – Pg. 1 filled out completely and signed by all owners on deed
- ☐ One (1) paper copy of the preliminary proposed conveyance – i.e. a 'sketch' or survey
  - ➔ Completed on Pg. 2
- ☐ One copy of the official recorded deed of *current* landowner
- ☐ One copy of the official recorded *Gift deed* stating it will be conveyed to family member

Record the letter and Affidavit provided by the Engineers office at the County Clerk's office

STEPS TO RECORD DOCUMENTS - *(For Sections II and III)*

- ☐ Applicant(s) meet the County Engineer's representative to sign and notarize Affidavit
- ☐ Applicant(s) record notarized Affidavit, Exhibits, and any other required documentation in the County Clerk's office
  - o Official Copy of Court Order – *to be purchased from County Clerk's office*
  - o Affidavit – *to be provided by the Engineers office*
  - o Exhibits (i.e. Survey(s) and Metes and Bounds) – *Included with Affidavit from Engineers office*

If you have questions concerning the processes outlined in this application; feel free to contact the County Engineers office by phone at (979) 864-1265 or by e-mail at engineer-development@brazoriacountytx.gov.

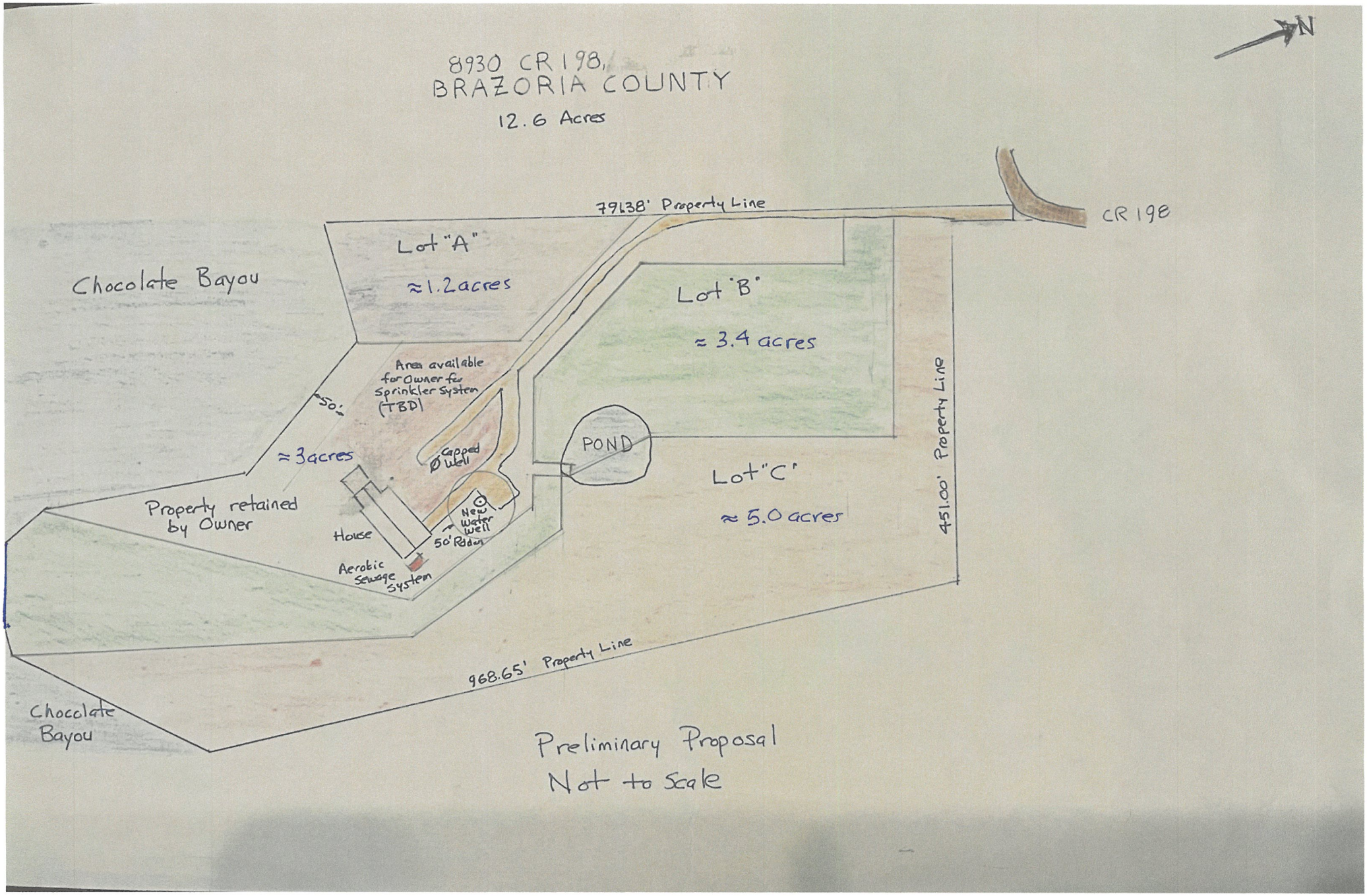
Please provide a sketch of your plans below:

- Include your **best estimate** for lengths, widths, and **acreage** in the diagram.
- ***All lots must have 80' frontage along a public right of way***. Shared driveways ***do not*** qualify as road frontage.
- ***All structures with water and/or septic (restrooms)***
- ***Location of Septic Ⓢ, Spray Head location * , spray radius or field lines***
- **Location of Water Wells Ⓦ (indicate separation distance between Well and Septic)**

Property ID – 8930 CR 198, Alvin, TX 77511

See Attached

Ⓢ Septic Tank Ⓦ Water Well – · – · – · – · – Septic Lines *Spray Head add circle radius


8930 CR 198,
BRAZORIA COUNTY
12.6 Acres
N
CR 198
793.38' Property Line
Lot "A"
≈1.2 acres
Chocolate Bayou
Lot "B"
≈ 3.4 acres
Area available for Owner for Sprinkler System (TBD)
50'
≈3 acres
Capped Ø Well
POND
Lot "C"
≈ 5.0 acres
451.00' Property Line
Property retained by Owner
House
New water well
50' Radius
Aerobic Sewage System
968.65' Property Line
Chocolate Bayou
Preliminary Proposal
Not to Scale

2017050326 DEED Total Pages: 5

WARRANTY DEED

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.

GF# 2246003113

Date: **OCTOBER 12, 2017**

Grantor: **LISA HUDGENS ROSA, A MARRIED PERSON, NOT JOINED HEREIN BY MY SPOUSE AS THE PROPERTY HEREIN CONSTITUTES NO PART OF MY HOMESTEAD**

Grantor's Mailing Address: **2228 SOUTHERN CIRCLE, CARROLLTON, TEXAS 75006**

Grantee: **DAVID E. MOUTON**

Grantee's Mailing Address: **9727 CHRIESMAN WAY, MISSOURI CITY, TEXAS 77459**

Consideration: TEN AND NO/100-------($10.00)-------DOLLARS and other good and valuable consideration, the receipt of which is hereby acknowledged and confessed;

Property (including any improvements):

BEING THAT CERTAIN TRACT OF LAND SITUATED IN BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

Reservations from Conveyance: NONE

Exceptions to Conveyance and Warranty:

THIS CONVEYANCE IS EXECUTED, DELIVERED AND ACCEPTED SUBJECT TO AD VALOREM TAXES FOR THE CURRENT YEAR, ROLLBACK TAXES DUE TO THIS CONVEYANCE OR GRANTEE'S USE OF THE SUBJECT PROPERTY, MAINTENANCE FUND LIENS, ZONING ORDINANCES, UTILITY DISTRICT ASSESSMENTS AND STANDBY FEES, IF ANY, ANY AND ALL VALID UTILITY EASEMENTS CREATED BY THE DEDICATION DEED OR PLAT OF THE SUBDIVISION IN WHICH SAID REAL PROPERTY IS LOCATED, RECORDED EASEMENTS, MINERAL RESERVATIONS AND LEASES, RESTRICTIONS, COVENANTS, CONDITIONS, RIGHTS OF WAY EASEMENTS, IF ANY, AFFECTING THE HEREIN DESCRIBED PROPERTY BUT ONLY TO THE EXTENT THE SAME ARE VALID AND SUBSISTING.

Grantor, for the consideration and subject to the Reservations from Conveyance and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors 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 Conveyance and Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Lisa Hudgens Rosa

LISA HUDGENS ROSA

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, photo-copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF Dallas

This instrument was acknowledged before me on the 12 day of October, 2017, by **LISA HUDGENS ROSA**.

KRIS T STOKES
My Notary ID # 11794392
Expires May 3, 2021

Kris T Stokes
Notary Public, State of Texas
Notary's Name (printed): Kris T Stokes
Notary's commission expires: May 3, 2021

NOTICE: This document affects your legal rights. Read it carefully before signing.

AFTER RECORDING RETURN TO:
DAVID E. MOUTON
9727 CHRIESMAN WAY
MISSOURI CITY, TEXAS 77459

PREPARED IN THE LAW OFFICE OF:
NEWMAN & LAWLER
A PROFESSIONAL LIMITED LIABILITY COMPANY
ATTORNEYS AT LAW
200 BAILEY AVE., SUITE 100
FORT WORTH, TEXAS 76107

EXHIBIT "A" - LEGAL DESCRIPTION

Order No.: 2246003113
Title No.: ATCH16600726

Being a tract of land containing 12.5788 acres (547,933 square feet), being Tract 43 and 44 of the Pleasant Bayou Land Company Subdivision in the Stephen F. Austin 1-3/4 League Grant, Abstract 37, Brazoria County, Texas, being out of a 30.626 acre tract of land conveyed unto Carl C. Hall by deed recorded in Volume 1546, Page 196 of the Deed Records of Brazoria County, Texas, and being a tract of land conveyed unto Lisa Hudgens Rosa as recorded under County Clerk's File No. 2015030200 of the Official Records of Brazoria County, Texas. Said 12.5788-acre tract being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at the northeast corner of said 30.626 acre tract, and for the northeast corner of a tract of land conveyed unto Michael Doxey and Pamela Baker as recorded under County Clerk's File No. 2007015533 of the Official Records of Brazoria County, Texas;

THENCE North 71° 15' 00" West with the north line of said 30.626 acre tract and the north line of said Doxey and Baker Tract, a distance of 1,319.44 feet to the northwest corner of said Doxey and Baker Tract;

THENCE South 18° 45' 00" West with the west line of said 30.626 acre tract and the west line of said Doxey and Baker Tract, a distance of 100.00 feet to the POINT OF BEGINNING for the northwest corner of said tract herein described;

THENCE South 71° 15' 00" East with the south line of said Doxey and Baker Tract, a distance of 451.00 feet to a set 1/2-inch iron rod with cap marked "SURVEY 1" in the north line of said Hudgens Tract and the south line of said Doxey and Baker Tract, for the northeast corner of said tract herein described;

THENCE South 06° 03' 08" West with the west line of said Hudgens Tract, a distance of 949.06 feet to a set 1/2-inch iron rod with cap marked "SURVEY 1" and continuing for a total distance of 968.65 feet for the southeast corner of said tract herein described;

THENCE with the meanders of the north bank of said Chocolate Bayou, the following courses and distances:

South 40° 46' 16" West, a distance of 147.14 feet;

South 47° 07' 15" West, a distance of 138.31 feet;

North 85° 04' 19" West, a distance of 65.46 feet;

North 65° 52' 45" West, a distance of 74.00 feet;

North 22° 19' 55" West, a distance of 75.56 feet;

North 10° 06' 27" West, a distance of 254.66 feet;

North 10° 54' 06" West, a distance of 33.37 feet;

EXHIBIT "A" - LEGAL DESCRIPTION
(continued)

North 32° 48' 25" West, a distance of 202.20 feet;

North 88° 00' 08" West, a distance of 149.33 feet to a point for the southwest corner of said tract herein described;

THENCE North 18° 45' 00" East, a distance of 20.63 feet to a found 2-inch iron pipe and continuing for a total distance of 791.38 feet to the POINT OF BEGINNING and containing 12.5788 acres (547,933 square feet), more or less.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

FILED and RECORDED

Instrument Number: 2017050326

Filing and Recording Date: 10/12/2017 04:52:00 PM Pages: 5 Recording Fee: $38.00

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-bonnie

CORRECTION INSTRUMENT AS TO RECORDED ORIGINAL INSTRUMENTS

[Non-material correction pursuant to §5.028, Texas Property Code, where all parties to the recorded original instruments have not signed the correction affidavit (instrument).]

Date: June 7, 2019
GF No. 021909413
Title Company: Select Title, LLC
Affiant: David E. Mouton

Description of Original Instruments (including name of instruments, date, parties, and recording information):

Warranty Deed dated October 12, 2017, from Lisa Hudgens Rosa (Grantor) to David E. Mouton, (Grantee), filed on October 12, 2017, as Instrument No(s) 2017050326 in the Official Public Records of Brazoria County, Texas.

Gift Special Warranty Deed dated July 24, 2017, from Larry M. Hudgens (Grantor) to Lisa Hudgens Rosa (Grantee), filed on September 7, 2017, as Instrument No(s) 2017043495 and then recorded a second time on October 12, 2017, as Instrument No(s) 2017050325, in the Official Public Records of Brazoria County, Texas.

Affiant on oath swears that the following statements are true and within the personal knowledge of Affiant:

1. My name is David E. Mouton. I am over the age of eighteen (18) years and am otherwise competent to make this Correction Affidavit.

2. I have personal knowledge of the facts relevant to the correction of the above-referenced Original Instruments as evidenced by the following facts (describe facts indicating personal knowledge below):

   I am the current owner of the property and was the grantee on the original instrument dated October 12, 2017 from Lisa Hudgens Rosa (Grantor). I have verified that there was an error in the legal description on the original instruments and obtained a new, corrected survey for the property referenced within the original instruments.

3. I am making this Affidavit as a correction instrument pursuant to §5.028 of the Texas Property Code, with regard to the following clerical error in the Original Instruments (describe error below):

   In the legal description, the 10th call, after the 2 commencement calls, reflects "North 10°06'27" West", this call should reflect "North 10°06'27" East".

Select Title, LLC
GF#021909413

4. The Original Instrument should correctly read as follows with respect to the clerical error described above, this being a non-material change to the Original Instrument (insert corrected language below):

Being a tract of land containing 12.585 acres (548,212 square feet), being Tract 43 and part of 44 of the Pleasant Bayou Land Company Subdivision in the Stephen F. Austin 1-3/4 League Grant, Abstract 37, Brazoria County, Texas, being out of a 30.626 acre tract of land conveyed unto Carl C. Hall by deed recorded in Volume 1546, Page 196 of the Deed Records of Brazoria County, Texas, and being a tract of land conveyed unto Lisa Hudgens Rosa as recorded under County Clerk's File No. 2015030200 of the Official Records of Brazoria County, Texas. Said 12.585-acre tract being more particularly by metes and bounds as follows:

COMMENCING FOR REFERENCE at the northeast corner of said 30.626 acre tract, and for the northeast comer of a tract of land conveyed unto Michael Doxey as recorded under County Clerk's File No. 2017062612 of the Official Records of Brazoria County, Texas;

THENCE North 71° 15' 00" West with the north line of said 30.626 acre tract and the north line of said Doxey and Baker Tract, a distance of 1,289.44 feet to a point;

THENCE South 18° 45' 00" West, a distance of 54.95 feet to a point;

THENCE North 71° 15' 00" West, a distance of 30.00 feet to a set 1/2-inch iron rod with cap marked "SURVEY 1" for the northwest corner of a 22.00 feet access easement;

THENCE South 18° 45' 00" West, a distance of 44.74 feet to a found 1/2-inch iron rod with cap marked "SURVEY 1" for the POINT OF BEGINNING and for the northwest corner of said tract herein described;

THENCE South 71° 15' 00" East, a distance of 451.00 feet to a found 1/2-inch iron rod with cap marked "SURVEY 1 " for the northeast comer of said tract herein described;

THENCE South 06° 03' 08" West with the west line of said Hudgens Tract, a distance of 949.06 feet passing a found 1/2-inch iron rod with cap marked "SURVEY 1 " and continuing for a total distance of 968.65 feet for the southeast corner of said tract herein described;

THENCE with the meanders of the north bank of said Chocolate Bayou, the following courses and distances:

South 40° 46' 16" West, a distance of 147.14 feet:

South 47° 07' 15" West, a distance of 138.31 feet;

North 85° 04' 19" West, a distance of 65.46 feet;

North 65° 52' 45" West, a distance of 74.00 feet;

North 22° 19' 55" West, a distance of 75.56 feet;

North 10° 06' 27" East. a distance of 254.66 feet;

North 100 54' 06"West, a distance of 33.37 feet;

North 32° 48' 25" West, a distance of 202.20 feet;

North 88° 00' 08" West, a distance of 149.33 feet to a point for the southwest corner of said tract herein described;

THENCE North 18° 45' 00" East, passing a found 2-inch iron pipe at a distance of 20.63 feet and continuing for a total distance of 791.38 feet to the POINT OF BEGINNING and containing 12.585 acres (548,212 square feet), more or less.

5. I have given notice of this correction of the Original Instruments by sending a copy of this Correction Affidavit by mail, email, or other reasonable means of notice to each party to the Original Instruments, in accordance with §5.028(d)(2) of the Texas Property Code. The evidence of said notice is attached to this affidavit as required by §5.028(d)(1) of the Texas Property Code.

David E. Mouton

STATE OF TEXAS)
COUNTY OF Fort Bend)

This instrument was acknowledged before me on 6-7-, 2019, by David E. Mouton, for the purposes stated herein.

Notary Public, State of Texas

CATHY ORSAK NOTARY PUBLIC STATE OF TEXAS ID # 7456969 EXP. 09-19-2019

AFTER RECORDING RETURN TO:

Select Title, LLC
1117 FM 359, Suite 110
Richmond, Texas 77406

NOTICE OF CORRECTION

Date: 6-7-, 2019

Lisa Hudgens Rosa
2228 Southern Circle
Carrollton, Texas 75006

Larry M. Hudgens
P.O. Box 397
Vans, Texas 76780

RE: Warranty Deeds filed under Brazoria County Instrument No(s). 2017050326, 2017043495, and 2017050325.

This letter serves as notice that at the time of the recording of the Warranty Deeds, a nonmaterial error as defined in Section 5.028 of the Texas Property Code was made. Pursuant to the requirements contained therein, the attached Correction Instrument and this Notice of Correction will be filed for record to correct that error.

David E. Mouton

FILED and RECORDED

Instrument Number: 2019026944

Filing and Recording Date: 06/07/2019 02:19:50 PM Pages: 5 Recording Fee: $38.00

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-jessie

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.

General Warranty Deed

Date: October 4, 2018

Grantor: Michael Doxey, a single person of Brazoria County, Texas

Grantee: David E. Mouton of Fort Bend County, Texas

Consideration:

Cash of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Being a tract of land containing 0.0227 acres (987 square feet), more or less, being tract 43 and part of 44 of the Pleasant Bayou Land Company Subdivision in the Stephen F. Austin 1-3/4 League Grant, Abstract No. 37, Brazoria County, Texas, being out of a 30.626 acre tract of land conveyed unto Carl C. Hall by Deed recorded in Volume 1546, Page 196 of the Deed Records of Brazoria County, Texas, and being part of a tract of land conveyed into Michael Doxey as recorded under County Clerk's File No. 2017062612 of the Official Records of Brazoria County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof; or more commonly known as: 8803 County Road 198, Alvin, Texas 77511.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

All valid easements, restrictions, covenants, mineral reservations and maintenance fund liens, if any, applicable to the above described property as shown by the records of the county clerk of the county in which said real property is located; taxes for the current year, the payment of which Grantee assumes; and all zoning laws, regulations and ordinances of municipal and other governmental authority, if any, affecting the property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have

Select Title, LLC
GF# 021807171

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, photo-copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, 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 the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Michael Doxey

STATE OF TEXAS)

COUNTY OF Fort Bend

This instrument was acknowledged before me on 10. 4, 2018, by Michael Doxey, for the purposes stated herein.

Notary Public, State of Texas
My commission expires: 9-19-19

AFTER RECORDING RETURN TO
GRANTEE'S ADDRESS:

David E. Mouton
9727 Chriesman Way
Missouri City, Texas 77459

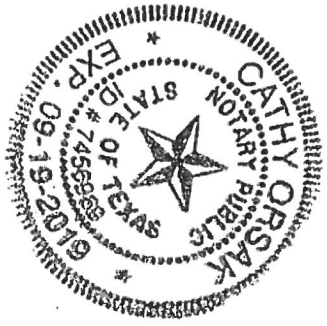


Exhibit "A"

Being a tract of land containing 0.0227 acres (987 square feet), being Tract 43 and part of 44 of the Pleasant Bayou Land Company Subdivision in the Stephen F. Austin 1-3/4 League Grant, Abstract 37, Brazoria County, Texas, being out of a 30.626 acre tract of land conveyed unto Carl C. Hall by deed recorded in Volume 1546, Page 196 of the Deed Records of Brazoria County, Texas, and being part of a tract of land conveyed unto Michael Doxey as recorded under County Clerk's File No. 2017062612 of the Official Records of Brazoria County, Texas. Said 0.0227-acre tract being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at the northeast corner of said 30.626 acre tract, and for the northeast corner of said Doxey tract;

THENCE North 71° 15' 00" West with the north line of said 30.626 acre tract and the north line of said Doxey Tract, a distance of 1,289.44 feet to a point;

THENCE South 18° 45' 00" West, a distance of 54.95 feet to a point;

THENCE North 71° 15' 00" West, a distance of 8.00 feet to a set 1/2-inch iron rod with cap marked "SURVEY 1" for the POINT OF BEGINNING and for the northeast corner of said tract herein described;

THENCE South 18° 45' 00" West, a distance of 44.97 feet to a found 1/2-inch iron rod with cap marked "SURVEY 1" the northwest corner of said tract herein described;

THENCE North 71° 16' 45" West, a distance of 22.00 feet to a found 1/2-inch iron rod with cap marked "SURVEY 1" for the northwest corner of said tract herein described;

THENCE North 18° 45' 00" East, a distance of 44.74 feet for the northeast corner of said tract herein described;

THENCE South 71° 15' 00" East, a distance of 22.00 feet to the POINT OF BEGINNING and containing 0.0227 acres (987 square feet), more or less.

FILED and RECORDED

Instrument Number: 2018051397

Filing and Recording Date: 10/04/2018 04:46:08 PM Pages: 4 Recording Fee: $34.00

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-nancy

City Council Members
Daniel Tucker
Marie Middleton
Philip Loving
Roland Agrella
Arthur Fuhrmann

The City of Liverpool
Regular City Council Meeting Minutes
8901 CR 171, Liverpool, TX
December 3, 2024, AT 6:30 PM
Mayor, Ric Bogue

Hours of Operation
Mon-Thurs 8:00am – 5:00pm
Friday 8:00am – Noon
www.cityofliverpooltexas.com

CALL TO ORDER- Mayor Ric Bogue called the meeting to order at 6:30 PM

INVOCATION & PLEDGE OF ALLEGIANCE-
- Invocation was rendered by Council Member Marie Middleton
- Pledge of Allegiance was led by Marie Middleton

ROLL CALL- Catherine Long called attendance.
-All Council Members were present; Council Member Arthur Fuhrmann arrived late.

STAFF IN ATTENDANCE -
City Secretary, Catherine Long; Water Utility Clerk, Kim Calhoun; Police Chief, Christopher Enloe; Water Plant Operator, Evan Kirkpatrick; EMO/Drainage Brandon Middleton; and City Attorney, Christopher Duncan

UNSCHEDULED VISITORS & COMMENTS - None

CLOSED MEETING/EXECUTIVE SESSION

The City Council of the City of Liverpool, Texas, reserves the right to meet in a closed council session on any of the below items should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

-No executive Session.

REGULAR AGENDA

NEW BUSINESS – Discussion and Possible Action may be taken on the following:

a. David Mouton – request to subdivide property located at 8930 CR 198.

Mr. Mouton stated that he has 12.6 acres that he is wanting to subdivide into 3 lots. He did not have the acreage for each lot, as he is trying to get a survey, and that he was told he had to come to the City first to get the approval to subdivide the property. He stated that it would be split like a pizza, and that he would have a private road going into the property.

-Motion to approve the subdivide of the 12.6 acres into 3 lots located at 8930 CR 198 was made by Council Member Marie Middleton.
-2nd by Council Member Daniel Tucker.
-All Approved

b. Marsha Simpson – requesting to place a manufactured home at 2106 4th Street.

Ms. Simpson was not present

-No action was taken

c. Jonas Duncan – requesting to subdivide 1.5 acres from 5 acres of property located at 16511 CR 191 Unit C.

Mr. Duncan wants to buy the 1.5 acres from the owner, the owner was not present at the meeting. The council and the Mayor would like the owner to be present before they vote on it.

-No action was taken, was tabled until February.

d. Resolution for leave of absence for Mayor, Ric Bogue.

Mayor Bogue explained that due to his medical problems, he has been out for 2 months, and that the resolution needed to be done as a precaution.

-Motion was made by Council Member Philip Loving to adopt Resolution 2024-C, for the leave of absences for Mayor Ric Bogue.
-2nd by Council Member Arthur Furhmann.
-All Approved.

e. Swearing in of Interim Police Chief Christopher Enloe.

City Secretary Catherine Long, read the oath of office with Christopher Enloe to swear him in, and presented him with the Chief of Police badge.

-No action was taken.

f. Introduction to new water plant operator, Evan Kirpatrick.

Mayor Bogue introduced Evan to Council. Council Member (Mayor Pro Tem) Marie Middleton stated that she felt Evan was a good fit for the City, and that on his 1st day he got called out for an emergency water line break.

-No action was taken.

g. Cleaning up and cutting back brush and trees roadside along CR 192 top find turn off valves and fire hydrants.

Mayor Ric Bogue stated that he felt it needed to be done, due to the problem of locating turn off valves for the water. Council Member (Mayor Pro Tem) Marie Middleton stated that when a contractor putting in fiber optic lines hit the water line it was nightmare for everyone trying to find the turn off valve. She stated that herself along with Evan, Catherine, Brandon, and her Husband looked for the valve and could not find it. Evan stated that he feels that it should be a joint project with the whole city, marking the turn off valves. City Secretary, Catherine Long stated that she spoke to Llarance with Kaluza Inc, and that he sent her a map of the water lines but once printed its hard to read. Everyone felt that it is necessary to have 1 or 2 big copies of the map to help with the project. Catherine stated that she would reach out to Llarance and see about having him

send one. The council will wait for bids to move forward. Will be moved to February's Council Meeting.

-No action was taken.

h. Bids for spray foam insulation for the Arsenic Removal building.

Three bids had been presented to Council: CCSI in the amount of $1675.00 (1") and $2800.00 (2"); Koala Insulation of Pearland in the amount of $2957.00 (2"); and Lone Star Spray Foam in the amount of $4,536.00 for 1". Council Member (Mayor Pro Tem) Marie Middleton stated that she has used CCSI and that they did a great job. Council Member Daniel Tucker stated that he also has used CCSI and that he was very happy with the work they did. The Council discussed whether the building needed 1" or 2". Everyone agreed that 1" would be enough.

-Motion was made by Council Member Philip Loving to award the job to CCSI for 1" in the amount of $1675.00.
-2nd by Council Member Arthur Furhmann.
-All Approved.

i. Replace AC unit in the water plant building.

Evan suggested getting a portable ac, and it was suggested to get a mini split as well. The council and the Mayor asked Evan to get prices on what it would cost and that they would look at it in February.

-Motion was made by Council Member Marie Middleton to table until February.
-2nd by Council Member Philip Loving
-All Approved.

j. Permits for running fiber optic lines the city.

City Attorney Chris Duncan stated that the companies use small contractors that are not careful and then when they hit a line, they don't pay for the repairs, and then change the name of the company to keep from having to pay for damages. He stated that the City needs to request all companies' working in the right of ways and easements that they provide the City with proof of being bonded and insurance, and request a bond be paid that will cover any damage to city property or water lines.

-Motion was made by Council Member Marie Middleton to get proof of insurance, and to set a bond that should be determined by he Water Department prior to any work being done.
-2nd by Council Member Daniel Tucker
-All Approved.

OLD BUSINESS –Discussion and possible action may be taken on the following items:

a.. Riverhaven dedicated roadway

Council Member (Mayor Pro Tem) Marie Middleton stated that the City has been dealing with this issue for well over a year, and that the city should reach out and tell Mr. Ricketts and his attorney that if we do not have it reply on the offer that was made by the City that the offer will be rescinded and that the City will fight for the dedicated roadway.

-Motion was made by Council Member, Marie Middleton to resend the offer if Mr. Ricketts and his attorney does not agree by the February Council Meeting.
-2nd by Philip Loving
-All Approved.

b. Building Security

City Secretary, Catherine Long presented the report that was sent by OCA. She pointed out that it is just a suggestion of things that should be done for the security of the building. She went over some points in the report. The council discussed getting a pipe rail in front of City Hall in the front parking lot, and having the key access installed. Catherine stated that she would work on getting quotes for February's Council Meeting

-Motion was made by Council Member Philip Loving to table until February's Council Meeting.
-2nd by Council Member Roland Agrella
-All Approved.

c. City Limit Signs

Mayor Ric Bogue stated that he would contact the companies that we have gotten quotes from to see about getting new quotes.

-Motion was made by Council Member Roland Agrella to table until February's Council Meeting.
-2nd by Council Member Daniel Tucker
-All Approved

d. Compliance update on Mary Orton – 9101 Avenue F, Liverpool, Texas 77577 (Legal Description: New Liverpool Blk 34 Lots 1 – 2).

Mayor Ric Bogue stated that the City Inspector, Darron Ray, stated that due to the age of the manufactured home that they would not be able to get windstorm insurance which means they cannot get a WP- 1 stamp and that the home needs to be torn down. Mr. Charles Orton, son of Mary Orton, stated that that was fine, because he really did not want to repair the home anyway. The Council discussed and decided that Mr. Orton has 90 days to have the home torn down and hauled off.

-Motin was made by Council Member Marie Middleton to remove the manufactured home within 90 days.
-2nd by Council Member Roland Agrella
-All Approved.

e. Compliance update on Mary Orton – 2306 6th Street, Liverpool, Texas 77577 (Legal Description: A0006AH&B Lot 59B)

Mayor Ric Bogue stated that the City Inspector, Darron Ray, should inspect the home before any repairs can be made to make sure that it is repairable, and once the inspector approves repairs can be done, Mr. Orton needs to turn in repair plans to be approved.

-No action was taken.

STAFF/COUNCIL REPORTS:

a. Police Department – Chief Christopher Enloe reported that they worked 342 hours, they had 1 violation, and 6 warnings, 3 criminal offense, 0 ordinance offense, 10 dispatched calls, 1 miscellaneous offense, 2 report taken and 1 assist other agency arrest.
b. Finance – City Secretary, Catherine Long reported that Phyllis, the CPA will be coming in to finish up for the Audit, and everything else was fine.
c. Fire Department/ESD – Noone was present to present the Fire Department
d. Town Hall Committee – President Catherine Long reported that the food pantry gave out about 30 dinners for Christmas, and that the Santa Event was good, that there were about 130 kids that came and seen Santa and received a toy. She stated that they will be working on the calendar for this year's events. She also stated that they are looking for volunteers.
e. City Council – Council Member (Mayor Pro Tem) Marie Middleton stated that she wanted to thank Council for supporting her while Ric was out, and she was acting Mayor. She also wanted to thank the staff for working with her and stepping up where needed and putting in the extra hours with all the water issues. Mayor Ric Bogue thanked Marie for stepping up and taking over, he also thanked the Staff and the Council for supporting Marie and for helping out while he was out.
f. Water Department – Water Plant Operator, Evan Kirpatrick stated that he is working on getting things lined out.
g. Emergency Management Coordinator – Emergency Manager, Brandon Middleton stated that everything was good.
e. Court Clerk – City Clerk, Kim Calhoun reported the amount of money taken in by the City was $518.29, total for the State was $543.21, total for the other was $172.50 for a Total collection of $1234.00.

ADJOURNMENT-

- Motion by Council Member Roland Agrella to adjourn the meeting @ 7:30 PM.
- 2nd by Council Member Philip Loving

- All approved

CERTIFICATION

I, Ric Bogue, Mayor, certify that these minutes are a true and correct record of the above-mentioned council meeting.

Ric Bogue
Mayor

ATTEST:

Catherine Long
City Secretary

Brazoria County Environmental Health Department
111 E. Locust, Bldg A-29, Suite 270; Angleton, TX 77515
Phone: 979-864-1600 Fax: 979-864-1904
Jodie Vice, BS, RS, DR Director

January 29, 2026

RE: Subdivision of Property
Subdivision Name (if applicable): David E. Mouton Property
Legal Description of Property: A0037 S F AUSTIN, TRACT 43-44-44B1, ACRES 12.6015
Site Address of Property: PID 151909 8930 CR 198, Alvin, TX

The Environmental Health Department has received your request to review the subdivision of the above described property. This department must ensure compliance with Title 30 of the Texas Administrative Code, Chapter 285 with regard to On-Site Sewage Facilities. The applicable rules related to land planning and site evaluation are found in §285.4(a) which reads as follows:

(1) Residential lot sizing.

(A) Platted or unplatted subdivisions served by a public water supply. Subdivisions of single family dwellings platted or created after the effective date of this section, served by a public water supply and using individual OSSFs for sewage disposal, shall have lots of at least 1/2 acre.

(B) Platted or unplatted subdivisions not served by a public water supply. Subdivisions of single family dwellings platted or created after the effective date of this section, not served by a public water supply and using individual OSSFs, shall have lots of at least one acre.

The referenced survey plat implies sufficient room to install on-site sewage facilities without creating a public health nuisance provided the design of the on-site sewage facility complies with all setback requirements as described in §285.91(10) of the above referenced statutes. The survey proposes to divide Tract 43-44-44B1 acres 12.6015 into three new tracts: Tract 43A acres-5.08 with a 2019 built home and an OSSF installed under the 10-acre rule, Tract 43A1 acres-2.24 of undeveloped property and Tract 43A2 acres-5.11 of undeveloped property. The property owner may utilize on-site sewage facilities with an authorized permit from Brazoria County Environmental Health Department. Therefore, the Brazoria County Environmental Health Department has no objection to the subdivision of the property described as A0037 S F AUSTIN, TRACT 43-44-44B1, ACRES 12.6015 in Brazoria County, Texas.

Sincerely,

Jodie Vice OS0024815
Director
Brazoria County Environmental Health

Brazoria County
Conservation and Reclamation District No. Three

P.O. Box 789
ALVIN, TEXAS 77512-0789

BOARD OF COMMISSIONERS
RICKY KUBECZKA, Place #1
ALFRED FROBERG, Place #2
JODY SCHIBI, Place #3

FAX 281-331-6761
TELEPHONE 281-331-3433
1318 ROSHARON ROAD

October 14, 2025,

Brazoria County/ To Whom It May Concern,

Brazoria County Conservation and Reclamation District No. 3 has no objection to the plating of the 12.585 acre tract along Chocolate Bayou owned by David E. Mouton. BCCRD#3 has a Drainage Easement shown on the plat of 50 ft from top of bank of Chocolate Bayou. This Easement will be recorded with this plat.

Please feel free to reach out if you have any questions or concerns.

Thank You,

Joshua Johnson
Assistant General Manager
Brazoria County Conservation & Reclamation District #3
P: 832-492-9035
O: 281-331-3433

KRISTIN R. BULANEK
BRAZORIA COUNTY TAX ASSESSOR-COLLECTOR
237 E. Locust St. Suite 104
Angleton, TX 77515
(979) 864-1320

Tax Certificate

Property Account Number:
00370076110

Statement Date: 01/29/2026
Owner: MOUTON DAVID E
Mailing Address: PO BOX 603
LIVERPOOL TX 775770603

Property Location: 0008930 COUNTY ROAD 198
Legal: A0037 S F AUSTIN TRACT 43-44-44B1 ACRES 12.6015

TAX CERTIFICATE FOR ACCOUNT : 00370076110
AD NUMBER: 151909
GF NUMBER:
CERTIFICATE NO : 4096855

FEE : $10.00
DATE : 1/29/2026

COLLECTING AGENCY
Brazoria County
237 E. Locust St. Suite 104
Angleton TX 77515

CURRENT VALUES 2025

APPRAISED VALUE: 614,000

EXEMPTIONS: General Homestead, Optional Homestead, Over 65

REQUESTED BY
MOUTON DAVID E

PO BOX 603
LIVERPOOL TX 775770603

TAX UNIT

ALVIN COMMUNITY COLLEGE
ALVIN ISD
BC EMERGENCY SERVICES #3
BRAZORIA COUNTY
BRAZORIA COUNTY C & R DISTRICT
SPECIAL ROAD & BRIDGE

PURSUANT TO TAX CODE SECTION 31.08, THIS IS TO CERTIFY THAT AFTER A CAREFUL REVIEW OF THE TAX RECORDS, ALL DELINQUENT TAXES DUE THE TAX ASSESSOR COLLECTOR OF BRAZORIA COUNTY ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN PAID EXCEPT AS LISTED BELOW. THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL VALUATION BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION. SPTB RULE 155.40 (B) PARAGRAPH 6.

ACCOUNT NUMBER: 00370076110

CERTIFICATE NO : 4096855

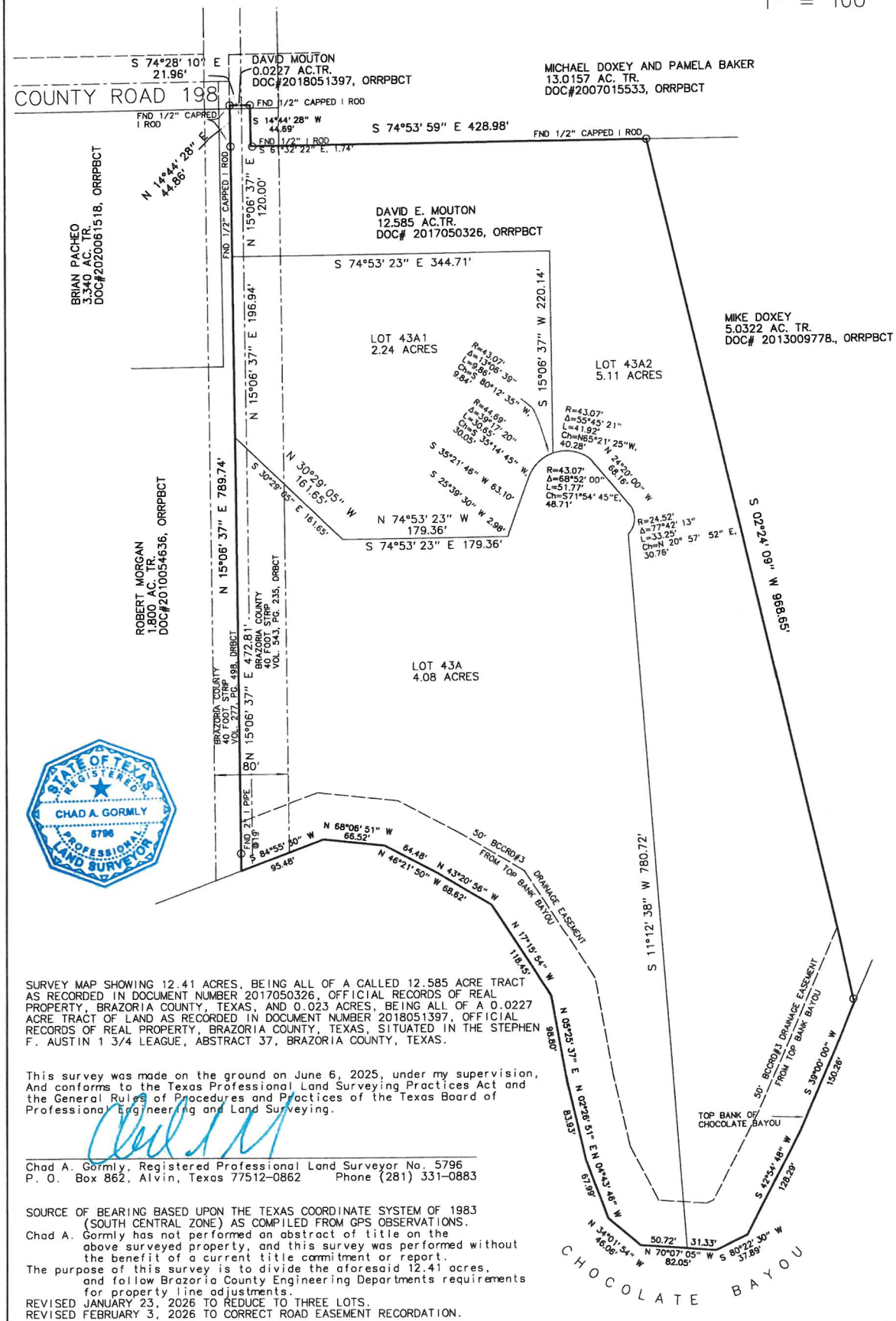
TOTAL CERTIFIED TAX DUE 1/2026 : **$0.00**

Signature of Authorized officer of collection office

01/29/26
Date

STEPHEN F. AUSTIN
1 3/4 LEAGUE
ABSTRACT 37

1" = 100'



STATE OF TEXAS REGISTERED CHAD A. GORMLY 5796 PROFESSIONAL LAND SURVEYOR

SURVEY MAP SHOWING 12.41 ACRES, BEING ALL OF A CALLED 12.585 ACRE TRACT AS RECORDED IN DOCUMENT NUMBER 2017050326, OFFICIAL RECORDS OF REAL PROPERTY, BRAZORIA COUNTY, TEXAS, AND 0.023 ACRES, BEING ALL OF A 0.0227 ACRE TRACT OF LAND AS RECORDED IN DOCUMENT NUMBER 2018051397, OFFICIAL RECORDS OF REAL PROPERTY, BRAZORIA COUNTY, TEXAS, SITUATED IN THE STEPHEN F. AUSTIN 1 3/4 LEAGUE, ABSTRACT 37, BRAZORIA COUNTY, TEXAS.

This survey was made on the ground on June 6, 2025, under my supervision, And conforms to the Texas Professional Land Surveying Practices Act and the General Rules of Procedures and Practices of the Texas Board of Professional Engineering and Land Surveying.

Chad A. Gormly, Registered Professional Land Surveyor No. 5796
P. O. Box 862, Alvin, Texas 77512-0862 Phone (281) 331-0883

SOURCE OF BEARING BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983 (SOUTH CENTRAL ZONE) AS COMPILED FROM GPS OBSERVATIONS.
Chad A. Gormly has not performed an abstract of title on the above surveyed property, and this survey was performed without the benefit of a current title commitment or report.
The purpose of this survey is to divide the aforesaid 12.41 acres, and follow Brazoria County Engineering Departments requirements for property line adjustments.
REVISED JANUARY 23, 2026 TO REDUCE TO THREE LOTS.
REVISED FEBRUARY 3, 2026 TO CORRECT ROAD EASEMENT RECORDATION.

J25-113C

GORMLY SURVEYING, INC.

REGISTERED PROFESSIONAL LAND SURVEYORS
P, O, BOX 862, ALVIN, TEXAS, 77512-0862
PHONE 281 331-0883
FIRM# 10095700

TRACT 43A

5.08 acres of land, being part of a 12.585 acre tract of land as recorded in Document Number 2017050326, Official Records of Real Property, Brazoria County, Texas, situated in the Stephen F. Austin 1 3/4 League, Abstract 37, Brazoria County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point for the north corner of the herein described tract of land, in the northwest line of said 12.585 acre tract of land and the southeast line of a 1.800 acre tract of land as recorded in Document Number 2010054636, Official Records of Real Property, Brazoria County, Texas, being located South 15 deg. 06 min. 37 sec. West, a distance of 316.94 feet from a 1/2 inch capped iron rod found for the north corner of said 12.585 acre tract of land, also the west corner of Tract 43A1 this day surveyed;

THENCE South 30 deg. 29 min. 05 sec. East, along the southwest line of Lot 43A1, a distance of 161.65 feet to a point for angle;

THENCE South 74 deg. 53 min. 23 sec. East, continuing along the southwest line of said Lot 43A1, a distance of 179.36 feet to a point for corner of the herein described tract of land and angle point of said Lot 43A1, on the bank of a pond;

THENCE in a Northeasterly direction, along the bank of said pond and Lots 43A1 and 43A2, with the following courses and distances:

North 25 deg. 39 min. 30 sec. East, a distance of 2.98 feet;
North 35 deg. 21 min. 46 sec. East, a distance of 63.10 feet to a curve to the right;
Radius = 44.69 feet, Delta = 39 deg. 17 min. 20 sec., Length = 30.65 feet, with a chord bearing North 53 deg. 14 min. 45 sec. East, a distance of 30.05 feet to another curve to the right;
Radius = 43.07 feet, Delta = 68 deg. 52 min. 00 sec., Length = 51.77 feet, with a chord bearing South 71 deg. 54 min. 45 sec. East, a distance of 48.71 feet;
South 24 deg. 20 min. 00 sec. East, a distance of 68.16 feet to a curve to the right;
Radius = 24.52 feet, Delta = 77 deg. 42 min. 13 sec., Length = 33.25 feet, with a chord bearing South 20 deg. 57 min. 52 sec. West, a distance of 30.76 feet to a point for angle;

THENCE South 11 deg. 12 min. 38 sec. West, along the common line of Lots 43A and43A2, a distance of 780.72 feet to a point on the high bank of Chocolate Bayou;

THENCE Along the high bank of said Chocolate Bayou with the following bearings and distances:

North 70 deg. 07 min. 05 sec. West, a distance of 50.72 feet;
North 34 deg. 01 min. 54 sec. West, a distance of 46.06 feet;
North 04 deg. 43 min. 46 sec. West, a distance of 67.99 feet;
North 02 deg. 26 min. 51 sec. East, a distance of 83.93 feet;

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FIRM# 10095700

North 05 deg. 25 min. 37 sec. East, a distance of 98.80 feet;
North 17 deg. 15 min. 54 sec. West, a distance of 118.45 feet;
North 43 deg. 20 min. 56 sec. West, a distance of 68.62 feet;
North 46 deg. 21 min. 50 sec. West, a distance of 64.48 feet;
North 68 deg. 06 min. 51 sec. West, a distance of 66.52 feet;
South 84 deg. 55 min. 30 sec. West, a distance of 95.48 feet to a point for the most west corner of the herein described tract of land, the south corner of said 1.800 acre tract of land and the west corner of said 12.585 acre tract of land;

THENCE North 15 deg. 06 min. 37 sec. East, at 19 feet pass a 2 inch iron pipe found for reference and continue along the southeast line of said 1.800 acre tract and the northwest line of said 12.585 acre tract of land, a distance of 472.81 feet to the PLACE OF BEGINNING and containing 5.08 acres of land.

METES AND BOUNDS WRITTEN AUGUST 27, 2025
METES AND BOUNDS REVISED OCTOBER 19, 2025
METES AND BOUNDS REVISED JANUARY 23, 2026



BY: _____

Chad A. Gormly
Registered Professional Land Surveyor No. 5796
Gormly Surveying, Inc. Firm # 10095700

THIS METES AND BOUNDS PART OF A PROFESSIONAL LAND SURVEYING REPORT CONSISTING OF THIS METES AND BOUNDS AND A MAP.

GORMLY SURVEYING, INC.

REGISTERED PROFESSIONAL LAND SURVEYORS
P, O, BOX 862, ALVIN, TEXAS, 77512-0862
PHONE 281 331-0883
FIRM# 10095700

TRACT 43A1

2.24 acres of land, being part of a 12.585 acre tract of land as recorded in Document Number 2017050326, Official Records of Real Property, Brazoria County, Texas, situated in the Stephen F. Austin 1 3/4 League, Abstract 37, Brazoria County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point for the most north corner of the herein described tract of land and the west corner of Lot 43A2 this day surveyed, in the northwest line of said 12.585 acre tract and the southeast line of a 1.800 acre tract of land as recorded in Document Number 2010054636, Official Records of Real Property, Brazoria County, Texas, said point being located South 15 deg. 06 min. 37 sec. West, a distance of 120.00 feet from a 1/2 inch capped iron rod found for the most north corner of said 12.585 acre tract of land;

THENCE South 74 deg. 53 min. 23 sec. East, along the common line between Lot 43A1 and Lot 43A2, a distance of 344.71 feet to a point for the most east corner of the herein described tract of land, and interior corner of said Lot 43A2;

THENCE South 15 deg. 06 min. 37 sec. West, along the common line between Lots 43A1 and Lot 43A2, a distance of 220.14 feet to a point in a curve to the left, on the bank of a pond for the most southeast corner of the herein described tract of land, and upper southwest corner of said Lot 43A2, in the upper northeast line of Lot 43A this day surveyed;

THENCE In a southwesterly direction, along the bank of said pond and Lot 43A with the following data: Radius = 43.07 feet, Delta = 13 deg. 06 min. 39 sec., Length = 9.86 feet, with a chord bearing South 80 deg. 12 min. 35 sec. West, a distance of 9.84 feet to a point for another curve to the left;

THENCE In a southwesterly direction, along the bank of said pond and Lot 43A with the following data: Radius = 44.69 feet, Delta = 39 deg. 17 min. 20 sec., Length = 30.65 feet, with a chord bearing South 53 deg. 14 min. 45 sec. West, a distance of 30.05 feet to a point for tangency;

THENCE South 35 deg. 21 min. 46 sec. West, along the bank of said pond and Lot 43A, a distance of 63.10 feet to a point for angle;

THENCE South 25 deg. 39 min. 30 sec. West, along the bank of said pond and Lot 43A, a distance of 2.98 feet to a point for the most south corner of the herein described tract of land, in the northern line of said Lot 43A;

GORMLY SURVEYING, INC.

REGISTERED PROFESSIONAL LAND SURVEYORS
P, O, BOX 862, ALVIN, TEXAS, 77512-0862
PHONE 281 331-0883
FIRM# 10095700

THENCE North 74 deg. 53 min. 23 sec. West, along the common line of Lot 43A1 and Lot 43A, a distance of 179.36 feet to a point for angle of the herein described tract of land and interior corner of Lot 43A;

THENCE North 30 deg. 29 min. 05 sec. West, along the northeast line of Lot 43A, a distance of 161.65 feet to a point for the most west corner of the herein described tract of land, in the northwest line of said 12.585 acre tract and the southeast line of said 1.800 acre tract;

THENCE North 15 deg. 06 min. 37 sec. East, along the northwest line of said 12.585 acre tract and the southeast line of said 1.800 acre tract, a distance of 196.94 feet to the PLACE OF BEGINNING and containing 2.24 acres of land.

METES AND BOUNDS WRITTEN AUGUST 27, 2025
METES AND BOUNDS REVISED JANUARY 23, 2026



BY:_____

Chad A. Gormly
Registered Professional Land Surveyor No. 5796
Gormly Surveying, Inc. Firm # 10095700

THIS METES AND BOUNDS PART OF A PROFESSIONAL LAND SURVEYING REPORT CONSISTING OF THIS METES AND BOUNDS AND A MAP.

GORMLY SURVEYING, INC.

REGISTERED PROFESSIONAL LAND SURVEYORS
P, O, BOX 862, ALVIN, TEXAS, 77512-0862
PHONE 281 331-0883
FIRM# 10095700

TRACT 43A2

5.11 acres of land, being part of a 12.585 acre tract of land as recorded in Document Number 2017050326, Official Records of Real Property, Brazoria County, Texas, situated in the Stephen F. Austin 1 3/4 League, Abstract 37, Brazoria County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch capped iron rod found for the north corner of said 0.0227 acre tract, in the northeast line of a 1.800 acre tract of land as recorded in Document Number 2010054636, Official Records of Real Property, Brazoria County, Texas;

THENCE South 74 deg. 28 min. 10 sec. East, along the northeast line of said 0.0227 acre tract, a distance of 21.96 feet to a 1/2 inch capped iron rod found for the east corner of said 0.0227 acre tract;

THENCE South 14 deg. 44 min. 28 sec. West, along the southeast line of said 0.0227 acre tract, a distance of 44.69 feet to a point for the south corner of said 0.0227 acre tract, from which a 1/2 inch iron rod was found South 61 deg. 32 min. 22 sec. East, a distance of 1.74 feet, said point being in the northwest line of said 12.585 acre tract of land;

THENCE South 74 deg. 53 min. 59 sec. East, along the northwest line of said 12.585 acre tract, a distance of 428.98 feet to a 1/2 inch capped iron rod found for the most east corner of said 12.585 acre tract of land, and the north corner of a 5.0322 acre tract of land as recorded in Document Number 2013009778, Official Records of Real Property, Brazoria County, Texas;

THENCE South 02 deg. 24 min. 09 sec. West, along the northwest line of said 5.0322 acre tract of land and the southeast line of said 12.585 acre tract of land, a distance of 968.65 feet to a point for the southeast corner of the herein described tract of land, on the bank of Chocolate Bayou;

THENCE Along the high bank of said Chocolate Bayou with the following bearings and distances:

South 39 deg. 00 min. 00 sec. West, a distance of 150.26 feet;

South 42 deg. 54 min. 48 sec. West, a distance of 128.29 feet;

South 80 deg. 22 min. 30 sec. West, a distance of 37.89 feet;

North 70 deg. 07 min. 05 sec. West, a distance of 31.33 feet to a point for the west corner of the herein described tract of land and the south corner of Lot 43A this day surveyed;

THENCE North 11 deg. 12 min. 38 sec. East, along the common line of Lot 43A2 and Lot 43A, a distance of 780.72 feet to a point for angle of the herein described tract of land, on the bank of a pond;

GORMLY SURVEYING, INC.

REGISTERED PROFESSIONAL LAND SURVEYORS
P, O, BOX 862, ALVIN, TEXAS, 77512-0862
PHONE 281 331-0883
FIRM# 10095700

THENCE in a Northeast direction, along the bank of said pond and the arc of a curve to the left with the following data: Radius = 24.52 feet, Delta 77 deg. 42 min. 13 sec., Length = 33.25, with a Chord Bearing North 20 deg. 57 min. 52 sec. East, a distance of 30.76 feet to a point for tangency;

THENCE North 24 deg. 20 min. 00 sec. West, along said bank of Pond, a distance of 68.16 feet to a point for the beginning of a curve to the left;

THENCE in a Northwest direction, along the bank of said pond and the arc of a curve to the left with the following data: Radius = 43.07 feet, Delta 55 deg. 45 min. 21 sec., Length = 41.92, with a Chord Bearing North 65 deg. 21 min. 25 sec. West, a distance of 40.28 feet to a point for the west corner of the herein described tract of land, and the south corner of said tract 43A1 this day surveyed;

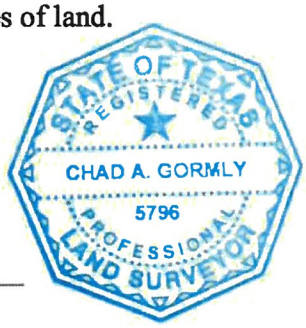
THENCE North 15 deg. 06 min. 37 sec. East, along the common line of Lots 43A1 and 43A2, a distance of 220.14 feet to a point for the east corner of said Lot 43A1 and interior corner of the herein described tract of land;

THENCE North 74 deg. 53 min. 23 sec. West, along the northeast line of Lot 43A2, a distance of 344.71 feet to a point for the north corner of Lot 43A1 and upper east corner of the herein described tract of land, in the northwest line of said 12.585 acre tract and the southeast line of said 1.800 acre tract of land;

THENCE North 15 deg. 06 min. 37 sec. East, along the northwest line of said 12.585 acre tract and the southeast line of said 1.800 acre tract, a distance of 120.00 feet to a 1/2 inch capped iron rod found for the north corner of said 12.585 acre tract and the west corner of said 0.0227 acre tract of land;

THENCE North 14 deg. 44 min. 28 sec. East, along the northwest line of said 0.0227 acre tract, a distance of 44.86 feet to the PLACE OF BEGINNING and containing 5.11 acres of land.

METES AND BOUNDS WRITTEN JUNE 6, 2025
METES AND BOUNDS REVISED JANUARY 23, 2026



BY: _____

Chad A. Gormly Registered Professional Land Surveyor No. 5796
Gormly Surveying, Inc. Firm # 10095700

THIS METES AND BOUNDS PART OF A PROFESSIONAL LAND SURVEYING REPORT CONSISTING OF THIS METES AND BOUNDS AND A MAP.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.22. **2/24/2026**

Exception to Subdivision Platting for Brian Keith Craft, Mark Jeremy Craft and Christine E. Craft (Precinct 4)

1) The Court finds that:

a.) Brian Keith Craft, Mark Jeremy Craft and Christine E. Craft has requested approval for an exception from subdivision platting regulations for a small subdivision, by application attached; and

b.) The property to be divided is All that certain 70.000 acres of land, known as Tract 2C, out of a 663.938 acre tract conveyed to DFW Cow Creek Ranch, LLC in County Clerk's File 23-053207 of the Brazoria County Official Records, being that same called 667 1/4 acre tract known as the Rachel Hunter Tract, described in Volume 63, Page 70 of the Brazoria County Deed Records and situated in the James A. E. Phelps Survey, Abstract 117, Brazoria County, Texas, and conveyed to Brian Keith Craft, Mark Jeremy Craft and Christine E. Craft in County Clerk's File No. 2024-054268; and

c.) The 70-acre tract is to be divided into 2 tracts along County Road 26: Tract 1 with 34.000 acres and approximately 807 feet of frontage along CR 26, Tract 2 with 36.000 acres and approximately 869 feet of frontage along CR 26; and

d.) The Brazoria County Environmental Health Department has provided a letter dated February 3, 2026 stating they have no objection to the proposed division, under certain conditions; and

e.) This tract of land is in Drainage District # 11. Drainage District # 11 has provided a letter dated February 7, 2026 stating they have no objection to the subdivision; and

f.) The small subdivision approval requested by Brian Keith Craft, Mark Jeremy Craft and Christine E. Craft is in accordance with the criteria established in Brazoria County Subdivision Regulations Article 4, Section D, Pages 16-17; and

g.) The applicant has submitted to the County Engineer a plat of survey prepared by a Registered Professional Surveyor showing the proposed division.

2) It is therefore ordered that an exception for filing a plat of the division for small subdivision of Brian Keith Craft, Mark Jeremy Craft and Christine E. Craft tract be granted. This exception is granted upon the following conditions:

a.) The applicant must record the survey in the Official Public Records of Brazoria County, Texas within 90 days from the approval by Commissioners Court or this court order is void, said document setting forth the allowable division and to be approved by the County Engineer; and

b.) Any further division of any of the affected lots must conform to the Brazoria County Subdivision Regulations; and

c.) No building permits will be issued for development on said tracts unless the Brazoria County Environmental Health Department has approved the proposed development.

3) It is ordered that a certified copy of this court order be recorded in the Official Public Records of Brazoria County at the expense of the applicant.

Brazoria County

Application for Property Adjustments

RECEIVED
JAN 27 2026
Engineering Dept.

RECEIVED:

RECEIVED
JAN 27 2026
Engineering Dept.

This application must be completed for all requests that are exempt from Platting. In order for this request to be reviewed, the application must be filled out *in its entirety* and be submitted to the Brazoria County Engineers Office at 451 N. Velasco, Ste. 230 Angleton, Texas 77515, or emailed to engineer-development@brazoriacountytx.gov For questions concerning this application, please contact the Engineering Department at (979) 864-1265.

This application will expire after 6 months due to applicant activity – at that point – you will need to submit a new application and possibly new exhibits for any land reconfiguration.

SECTION I. Property Owner Information

Name: Brian Craft **Phone:** 281-687-9762

Name: Mark Craft

Name: Christine Craft

Owner Signature: [signature] **Date:** 1-27-26

Owner Signature: [signature] **Date:**

Signature: [signature]

My signature acknowledges my request to the County Engineer, Matt Hanks, for an exception from the Brazoria County Subdivision Regulations.

Mailing Address: 9425 County Rd 95 Manvel TX 77578

E-mail Address: Bcraft2222@6mail.com

Purpose:

☐ Combine lots – *See Section II.*
☐ Divide lot – *See Section III. - You may not create more than 4 lots*
☐ Adjust Lot Lines – *See Section III.*
☐ Divide with Exemption – *See Section III - You may not create more than 4 lots nor create an easement or road*
☐ Family Division - Gift Deeded to _____. (Grandchild, Child, Sibling, In-Law, etc.) - *You may not create more than 4 lots nor create an easement or road – See Section IV.*

Property Information

Acreage: 70.00

Site Address or Legal Location, Abstract, CR #:

Property ID#: 722115

Tax Account #: 0017-0029-009

Number of Structures: *Mobile Homes:* *Other homes:*

Business or other structure with restrooms:

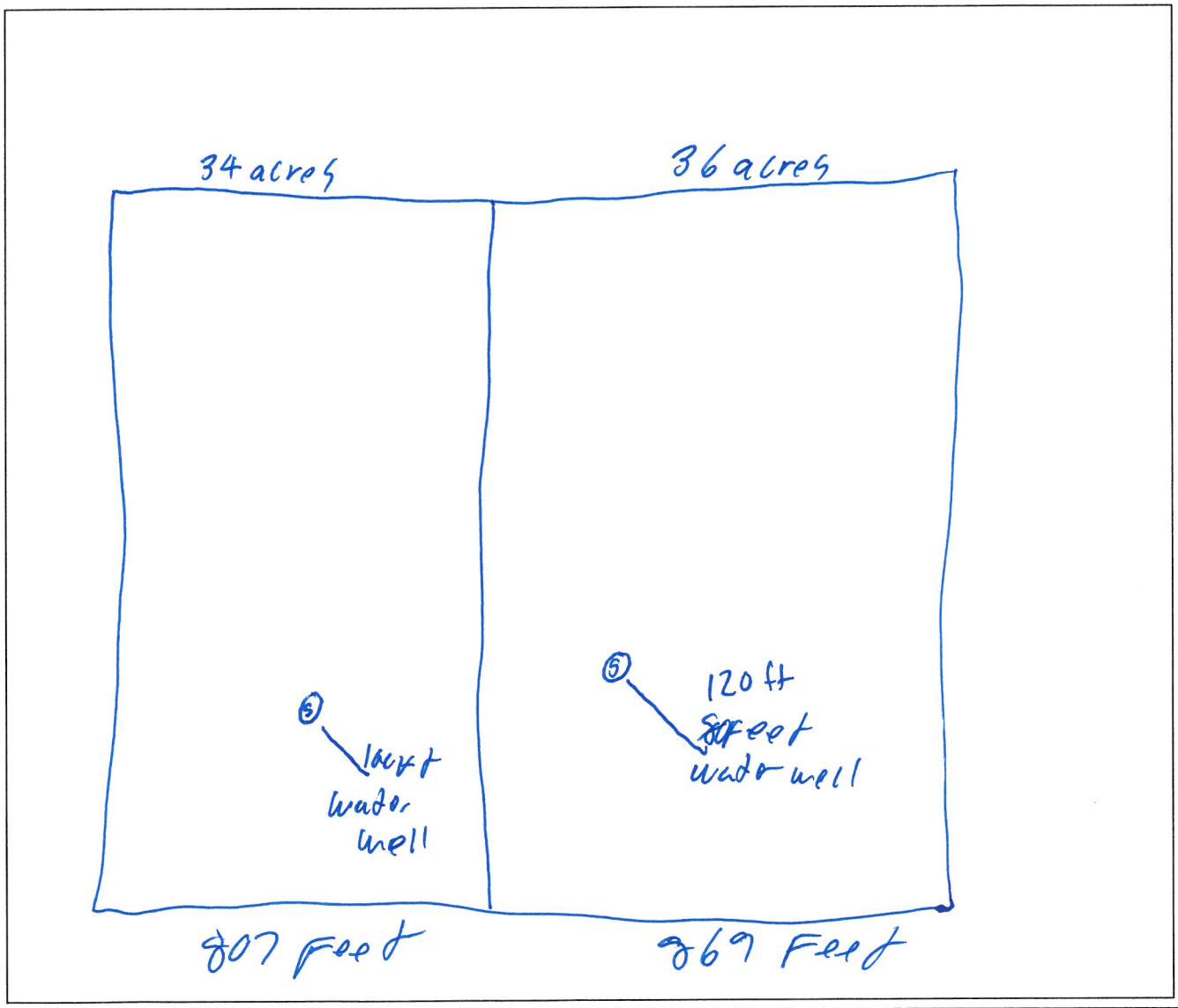
Private Water Well check: ☐ ***YES*** *or* ☐ ***NO***

Public Water System MUD or Provider:

Please provide a sketch of your plans below:

- Include your **best estimate** for lengths, widths, and **acreage** in the diagram.
- ***All lots must have 80' frontage along a public right of way***. Shared driveways ***do not*** qualify as road frontage.
- ***All structures with water and/or septic (restrooms)***
- ***Location of Septic Ⓢ, Spray Head location *, spray radius or field lines***
- **Location of Water Wells Ⓦ (indicate separation distance between Well and Septic)**

Property ID – 722115



Ⓢ Septic Tank Ⓦ Water Well – · – · – · – · – Septic Lines *Spray Head add circle radius

Public Information for Property Adjustments

To determine the process that you will need to follow, please reference the section number listed next to your selected option under the "Purpose" section on page one of the application. You will be contacted once your completed application has been received by our Development Team.

Application Submissions will receive a response within 10 Business Days.

SECTION II. Lot Combinations

Combinations may not result in land-locked tracts – this includes neighboring tracts.

Preliminary Steps for Submittals

- ☐ Completed application – Pg. 1 filled out *completely* and signed by all owners on deed
- ☐ One (1) paper copy of the preliminary proposed reconfiguration – i.e. a 'sketch'
  - ➔ Completed on Pg. 2
- ☐ One (1) copy of the official recorded deed(s) – may be obtained from the County Clerk's office

Final Steps for Submittals

- ☐ One (1) copy of final survey of the desired adjustment(s) with corresponding legal description
  - ➔ Total acreage and new lot name *must* be notated within each desired lot
  - ➔ Each desired lot must be outlined and labeled clearly
- ☐ Original tax certificates – All taxes paid on tract

SECTION III. Divisions or Adjusting Tract Lines

You may not create more than 4 new lots and each lot must be *1 acre or more* in size if no public water services provided.

Preliminary Steps for Submittals

- ☐ Completed application – Pg. 1 filled out completely and signed by all owners on deed
- ☐ One (1) paper copy of the preliminary proposed division – i.e. a 'sketch'
  - ➔ Completed on Pg. 2
- ☐ One (1) copy of the official recorded deed(s) – may be obtained from the County Clerk's office

Final Steps for Submittals

- ☐ One (1) copy of final survey of the desired adjustment(s) with corresponding legal description
  - ➔ Total acreage and new lot names must be notated within each desired lot
  - ➔ Each desired lot must be outlined and labeled clearly
- ☐ Original tax certificates – All taxes paid on tract
- ☐ Letter of No Objection from Environmental Health Department – *Application forwarded from Engineering*
- ☐ Letter of No Objection from Drainage District – *Applicant must obtain directly from Drainage District*

SECTION IV. Family Exceptions

You may not create more than 4 new lots

- ☐ Completed Application – Pg. 1 filled out completely and signed by all owners on deed
- ☐ One (1) paper copy of the preliminary proposed conveyance – i.e. a 'sketch' or survey
  - ➔ Completed on Pg. 2
- ☐ One copy of the official recorded deed of *current* landowner
- ☐ One copy of the official recorded *Gift deed* stating it will be conveyed to family member

Record the letter and Affidavit provided by the Engineers office at the County Clerk's office

STEPS TO RECORD DOCUMENTS - *(For Sections II and III)*

- ☐ Applicant(s) meet the County Engineer's representative to sign and notarize Affidavit
- ☐ Applicant(s) record notarized Affidavit, Exhibits, and any other required documentation in the County Clerk's office
  - o Official Copy of Court Order – *to be purchased from County Clerk's office*
  - o Affidavit – *to be provided by the Engineers office*
  - o Exhibits (i.e. Survey(s) and Metes and Bounds) – *Included with Affidavit from Engineers office*

If you have questions concerning the processes outlined in this application; feel free to contact the County Engineers office by phone at (979) 864-1265 or by e-mail at engineer-development@brazoriacountytx.gov.

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 with Vendor's Lien

Date: December 4, 2024

Grantor: DFW COW CREEK RANCH, LLC, a Texas limited liability company

Grantor's Mailing Address:

_____

_____

Grantee: BRIAN KEITH CRAFT, a single person; and CHRISTINE E. CRAFT and MARK JEREMY CRAFT, a married couple

Grantee's Mailing Address:

BRIAN KEITH CRAFT
9425 County Road 95
Manvel, TX 77578

CHRISTINE E. CRAFT and MARK JEREMY CRAFT
10110 Masters Rd
Manvel, Texas 77578

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of CAPITAL FARM CREDIT, ACA, as agent/nominee in the principal amount of SIX HUNDRED FORTY-FIVE THOUSAND AND NO/100 DOLLARS ($645,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of CAPITAL FARM CREDIT, ACA, as agent/nominee and by a first-lien deed of trust of even date from Grantee to Jeffrey C. Norte, trustee.

Covenants and Recitals:

The Grantors and Grantees agree to the following restrictions on the herein-described property:

1. **No singlewide or doublewide mobile homes, mobile home parks, or RV parks shall be permitted.**

GF# 2443215
GREAT AMERICAN TITLE

2. **The property shall not be used for trash or junk storage, storage of junk cars or junkyard.**

3. **The property shall not be used for a gun range or shooting range.**

4. **The owner(s) shall be allowed to subdivide the original seventy (70) acre tract in half. One additional subdivision of up to five (5) acres shall be permitted.**

5. **Five (5) years from the date of this deed, owners shall be permitted to further subdivide the property into tracts no smaller than ten (10) acres.**

6. **Property shall be used for single family residential and agricultural purposes only.**

7. **These Restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them**

Property (including any improvements):

ALL THAT CERTAIN 70.000 ACRES of land out of a 663.938 acre tract conveyed to DFW Cow Creek Ranch, LLC in County Clerk's File 23-053207 of the Brazoria County Official Records, being that same called 667 1/4 acre tract known as the Rachel Hunter Tract, described in Volume 63, Page 70 of the Brazoria County Deed Records and situated in the James A. E. Phelps Survey, Abstract 117, Brazoria County, Texas, being more particularly described by metes and bounds on Exhibit "A" attached hereto.

Reservations from Conveyance:

Grantor reserves for itself, its successors, and assigns all minerals, royalties, bonuses and other incidents of the mineral estate presently owned by Grantor. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Exceptions to Conveyance and Warranty:

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 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.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee 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, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the

Property to Grantee and Grantee's heirs, successors, 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 the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

CAPITAL FARM CREDIT, ACA, as agent/nominee, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of CAPITAL FARM CREDIT, ACA, as agent/nominee and are transferred to CAPITAL FARM CREDIT, ACA, as agent/nominee without recourse against Grantor.

When the context requires, singular nouns and pronouns include the plural.

DFW COW CREEK RANCH, LLC, a Texas limited liability company,

By: _____
BOBBY GLENN FORTNER, Manager

STATE OF TEXAS)

COUNTY OF BRAZORIA)

This instrument was acknowledged before me on December 13, 2024, by BOBBY GLENN FORTNER, a Manager of DFW COW CREEK RANCH, LLC, a Texas limited liability company, on behalf of said entity.

_____
Notary Public, State of Texas

KRISTEN TRAYLOR
Notary Public, State of Texas
Comm. Expires 06-08-2026
Notary ID 125625938

Accepted by:

_____
BRIAN KEITH CRAFT

CHRISTINE E. CRAFT

MARK JEREMY CRAFT

STATE OF TEXAS)

COUNTY OF BRAZORIA)

This instrument was acknowledged before me on December 13, 2024, by BRIAN KEITH CRAFT.

KRISTEN TRAYLOR
Notary Public, State of Texas
Comm. Expires 06-08-2026
Notary ID 125625938

Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF BRAZORIA)

This instrument was acknowledged before me on December 13, 2024, by CHRISTINE E. CRAFT and MARK JEREMY CRAFT.

KRISTEN TRAYLOR
Notary Public, State of Texas
Comm. Expires 06-08-2026
Notary ID 125625938

Notary Public, State of Texas

EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 2443215

ALL THAT CERTAIN 70.000 ACRES of land out of a 663.938 acre tract conveyed to DFW Cow Creek Ranch, LLC in County Clerk's File 23-053207 of the Brazoria County Official Records, being that same called 667¼ acre tract known as the Rachel Hunter Tract, described in Volume 63, Page 70 of the Brazoria County Deed Records and situated in the James A. E. Phelps Survey, Abstract 117, Brazoria County, Texas, being more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, (NAO 83), in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths (S.F.=0.999864493) as follows:

BEGINNING at a point for corner in the centerline of County Road 26 (60' wide easement recorded in Volume 120, Page 590 B.C.D.R. and Volume 120, Page 598 B.C.D.R.), same being the southwest corner of a called 265.1 acre tract known as Tract 3 conveyed to Black Ranch Partners, LLC in County Clerk's File 19-001084 of the Brazoria County Official Records, same being the southeast corner of said DFW Cow Creek Ranch, LLC 663.938 acre tract;

THENCE South 88°24'37" West, coincident with the centerline of County Road 26, same being the south line of the James A. E. Phelps League, same being the south line of a the said DFW Cow Creek Ranch, LLC 663.938 acre tract, a distance of 1677.42 feet to a point for corner;

THENCE North 1°06'42" West, at a distance of 30.00 feet pass a set 5/8" iron rod in the north right-of-way line of County Road 26, and continue to a total distance of 1833.06 feet to a set 5/8" iron rod marking the northwest corner of the herein described tract;

THENCE North 88°24'37" East, a distance of 1649.59 feet to a set 5/8" iron rod in the west line of the said Black Ranch Partners LLC 265.1 acre tract, same being the east line of the said DFW Cow Creek Ranch, LLC 663.938 acre tract;

THENCE South 1°58'54" East, coincident with the west line of the said Black Ranch Partners LLC 265.1 acre tract, same being the east line of the DFW Cow Creek Ranch, LLC 663.938 acre tract, at a distance of 1803.04 feet pass a set 5/8" iron rod in the north right-of-way line County Road 26, continuing to a total distance of 1833.04 feet to the POINT OF BEGINNING, containing 70.000 acres of land, more or less.

File No.: 2443215

AFTER RECORDING RETURN TO:
GREAT AMERICAN TITLE CO
212 THAT WAY
LAKE JACKSON, TX 77566

FILED and RECORDED

Instrument Number: 2024054268

Filing and Recording Date: 12/16/2024 08:00:49 AM Pages: 6 Recording Fee: $41.00

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

Brazoria County Environmental Health Department
111 E. Locust, Bldg A-29, Suite 270; Angleton, TX 77515
Phone: 979-864-1600 Fax: 979-864-1904
Jodie Vice, BS, RS, DR Director

February 3, 2026

RE: Subdivision of Property
Subdivision Name (if applicable): Craft Property (BRIAN, CHRISTINE & MARK)
Legal Description of Property: A0117 J A E PHELPS, TRACT 2C, ACRES 70.00
Site Address of Property: 8431 County Road 26, Damon, TX 77430

The Environmental Health Department has received your request to review the subdivision of the above described property. This department must ensure compliance with Title 30 of the Texas Administrative Code, Chapter 285 with regard to On-Site Sewage Facilities. The applicable rules related to land planning and site evaluation are found in §285.4(a) which reads as follows:

(1) Residential lot sizing.

(A) Platted or unplatted subdivisions served by a public water supply. Subdivisions of single family dwellings platted or created after the effective date of this section, served by a public water supply and using individual OSSFs for sewage disposal, shall have lots of at least 1/2 acre.

(B) Platted or unplatted subdivisions not served by a public water supply. Subdivisions of single family dwellings platted or created after the effective date of this section, not served by a public water supply and using individual OSSFs, shall have lots of at least one acre.

The referenced survey plat implies sufficient room to install on-site sewage facilities without creating a public health nuisance provided the design of the on-site sewage facility complies with all setback requirements as described in §285.91(10) of the above referenced statutes. The 70.00-acre tract is proposed to be divided into two tracts: Tract 2C1 34.000-acres of undeveloped property and Tract 2C2 36.000-acres of undeveloped property. The property owner may utilize on-site sewage facilities with an authorized permit from Brazoria County Environmental Health Department. Therefore, the Brazoria County Environmental Health Department has no objection to the subdivision of the property described as A0117 J A E PHELPS, TRACT 2C, ACRES 70.00 in Brazoria County, Texas.

Sincerely,

Jodie Vice

Jodie Vice, DR # OS0024815
Director
Brazoria County Environmental Health

WEST BRAZORIA COUNTY DRAINAGE DISTRICT
LETTER OF NO OBJECTION FOR LAND SURVEY FOR CONSOLIDATION, PARTITION, OR BOUNDARY ADJUSTMENT (MAXIMUM 4 LOTS)

LEGAL DESCRIPTION OF PROPERTY AND LOCATION: 70.00 acres in the James E. A. Phelps League, Abstract 117 described in File 2024-054268 Official Records
8431 County Road 26

REASON FOR SURVEY: (Attach survey plat) Divide into a 34.00 acre tract for Brian Craft and a 36.00 acre tract for his brother Mark Craft.

APPLICANT NAME AND CONTACT INFORMATION (including email): Brian Craft 10110 Masters Road Manvel, TX 77578-4998 281-687-9762 Bcraft2222@gmail.com

OWNER NAME AND ADDRESS: (If different than applicant) Same

GENERAL CONDITIONS:

1. Survey is for a non-commercial entity or owner.
2. Survey does not alter previously defined drainage easements.
3. Survey does not alter or imply change to existing drainage paths, structures, facilities, or include modifications which would change drainage behavior.

AFFIRMATION OF THE CONDITIONS BY OWNER:

R. Craft — Signature of Owner

2-7-26 — Date

AUTHORIZATION FROM DRAINAGE DISTRICT:

Randy L. Stroud, P. E. 50839 Firm No F-572, District Engineer

201 South Velasco
Angleton, TX 77515
979-248-0620

Randy L Stroud — Signature

2-04-2026 — Date

COPIES TO:
Applicant- Brian Craft
Michael Bendit, District Accountant
Natalie Broaddus, District's Attorney
Section Director John Phillips
Appropriate Building Official- Sabrina Serbantez-Hardeman

KRISTIN R. BULANEK
BRAZORIA COUNTY TAX ASSESSOR-COLLECTOR
237 E. Locust St. Suite 104
Angleton, TX 77515
(979) 864-1320

Tax Certificate

Property Account Number:
01170029009

Statement Date:	02/09/2026
Owner:	CRAFT BRIAN KEITH & CHRISTINE E
Mailing Address:	& MARK JEREMY CRAF 10110 MASTERS RD MANVEL TX 775784998

Property Location: 0008431 COUNTY ROAD 26
Legal: A0117 J A E PHELPS TRACT 2C ACRES 70.00

TAX CERTIFICATE FOR ACCOUNT : 01170029009
AD NUMBER: 722115
GF NUMBER:
CERTIFICATE NO : 4119919

FEE : $10.00
DATE : 2/9/2026

COLLECTING AGENCY
Brazoria County
237 E. Locust St. Suite 104
Angleton TX 77515

CURRENT VALUES 2025

APPRAISED VALUE: 1,092,000

EXEMPTIONS: Ag 1D1

REQUESTED BY
CRAFT BRIAN KEITH

9425 COUNTY ROAD 95
MANVEL TX 77578

TAX UNIT

BC EMERGENCY SERVICES #1
BC EMERGENCY SERVICES #2
BRAZORIA COUNTY
COLUMBIA-BRAZORIA ISD
PORT FREEPORT
SPECIAL ROAD & BRIDGE
WEST BRAZORIA DRNGE DIST #11

PURSUANT TO TAX CODE SECTION 31.08, THIS IS TO CERTIFY THAT AFTER A CAREFUL REVIEW OF THE TAX RECORDS, ALL DELINQUENT TAXES DUE THE TAX ASSESSOR COLLECTOR OF BRAZORIA COUNTY ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN PAID EXCEPT AS LISTED BELOW. THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL VALUATION BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION. SPTB RULE 155.40 (B) PARAGRAPH 6.

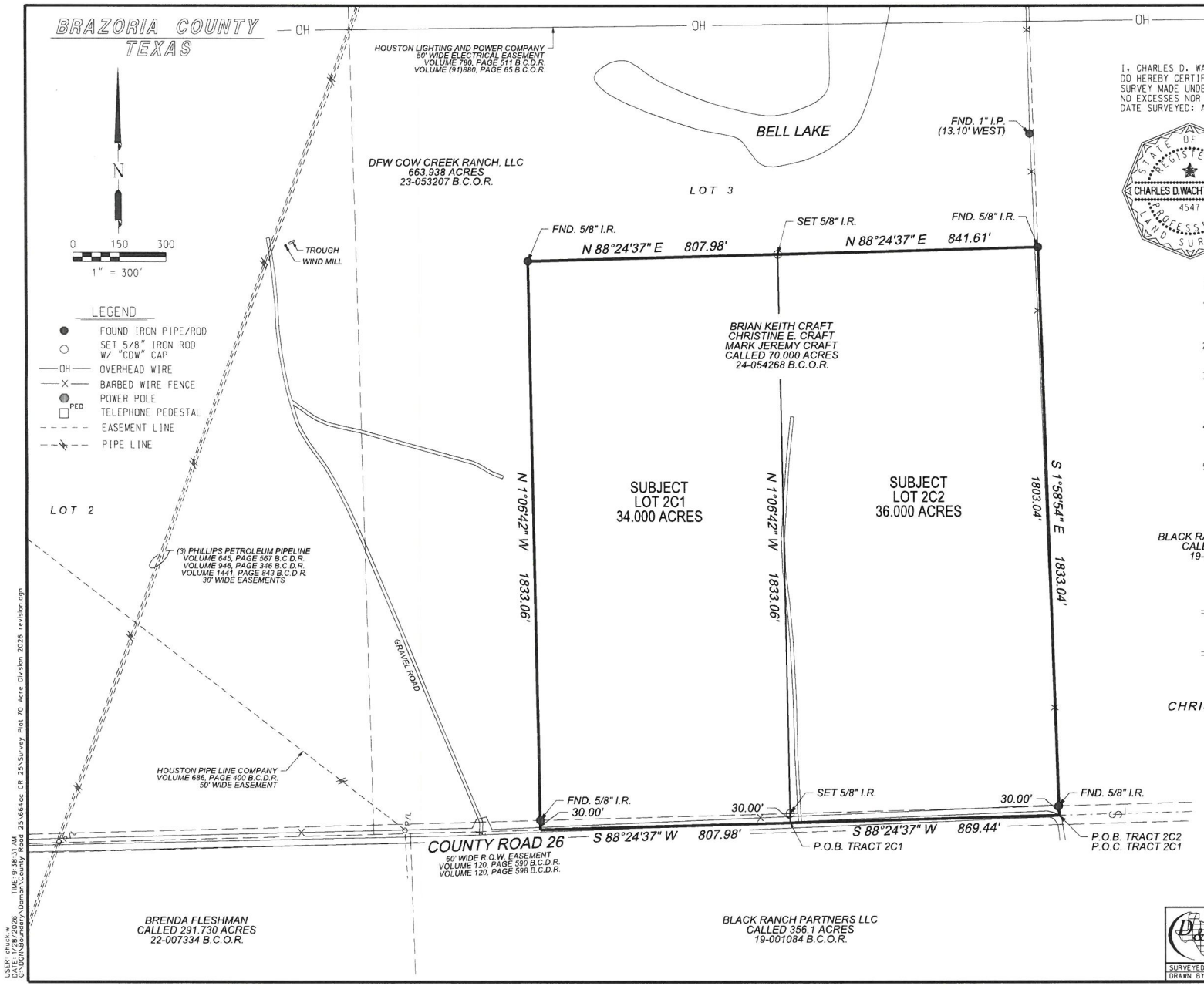
ACCOUNT NUMBER: 01170029009

CERTIFICATE NO : 4119919

TOTAL CERTIFIED TAX DUE 2/2026 : **$0.00**

Signature of Authorized officer of collection office

2-9-26
Date



I, CHARLES D. WACHTSTETTER, REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION, ON THE GROUND, AND THAT THERE ARE NO EXCESSES NOR INTRUSIONS ON THIS PROPERTY, EXCEPT AS SHOWN.
DATE SURVEYED: AUGUST 11, 2025

STATE OF TEXAS REGISTERED CHARLES D. WACHTSTETTER 4547 PROFESSIONAL LAND SURVEYOR

CHARLES D. WACHTSTETTER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4547

NOTES:

1. ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83).
2. ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS. (SF= 0.999864493)
3. THIS SURVEY RELIES ON A TITLE COMMITMENT FROM GREAT AMERICAN TITLE COMPANY, G.F. NO.: 2443215, EFFECTIVE DATE: SETEMBER 17, 2024, ISSUED DATE: SEPTEMBER 27, 2024, FOR ALL ITEMS OF RECORD.
4. THIS PLAT IS ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION, DATED AUGUST 11, 2025, ON FILE IN THE OFFICES OF DOYLE AND WACHTSTETTER, INC.
5. THE HOUSTON PIPE LINE COMPANY R.O.W. EASEMENTS RECORDED IN VOLUME 698, PAGE 37 AND VOLUME 701, PAGE 354 B.C.D.R. AND THE PHILLIPS 66 PIPE LINE R.O.W. EASEMENT RECORDED IN 15-003128 B.C.O.R. DO NOT AFFECT THE SUBJECT PROPERTY.

SURVEY PLAT
OF A
34.000 ACRE TRACT AND A 36.000 ACRE TRACT
OUT OF
A 70.000 ACRE TRACT
CONVEYED TO BRIAN KEITH CRAFT, CHRISTINE E. CRAFT AND MARK JEREMY CRAFT
RECORDED IN
COUNTY CLERK'S FILE 24-054268
OF THE
BRAZORIA COUNTY OFFICIAL RECORDS
IN THE
JAMES A.E. PHELPS LEAGUE
ABSTRACT 117
BRAZORIA COUNTY, TEXAS
FOR
BRIAN CRAFT, MARK CRAFT AND CHRISTINE CRAFT

Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
131 COMMERCE STREET, CLUTE, TEXAS 77531
OFFICE: 979.265.3622 FIRM NO.:10024500 FAX: 979.265.9940

SURVEYED:	8-11-25	BOOK NO.:	DAMON VOLUME 7	PROJECT NO.:	17632-25-01
DRAWN BY:		CHECKED:	CDW 8-11-25	REVISED:	1-28-26

USER: chuck_w
DATE: 1/28/2026 TIME: 9:38:31 AM
G:\DGN\Boundary\Damon\County Road 23\664ac CR 25\Survey Plat 70 Acre Division 2026 revision.dgn

Doyle & Wachtstetter, Inc
Surveying and Mapping • GPS/GIS

34.000 ACRE TRACT (LOT 2C1)
JAMES A. E. PHELPS SURVEY, ABSTRACT 117
BRAZORIA COUNTY, TEXAS
PAGE 1 OF 2

ALL THAT CERTAIN 34.000 ACRES of land out of a 663.938 acre tract conveyed to DFW Cow Creek Ranch, LLC in County Clerk's File 23-053207 of the Brazoria County Official Records, being that same called 667 ¼ acre tract known as the Rachel Hunter Tract, described in Volume 63, Page 70 of the Brazoria County Deed Records and being out of a called 70.000 acre tract conveyed to Brian Keith Craft, Christine E. Craft and Mark Jeremy Craft described in County Clerk's File 24-0542668 of the Brazoria County Official Records and situated in the James A. E. Phelps Survey, Abstract 117, Brazoria County, Texas, being more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, (NAD 83), in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths (S.F.=0.999864493) as follows:

COMMENCING at a point for corner in the centerline of County Road 26 (60' wide easement recorded in Volume 120, Page 590 B.C.D.R. and Volume 120, Page 598 B.C.D.R.) marking the southeast corner of the said Craft 70.000 acre tract, same being the southwest corner of a called 265.1 acre tract known as Tract 3 conveyed to Black Ranch Partners, LLC in County Clerk's File 19-001084 of the Brazoria County Official Records, same being the southeast corner of said DFW Cow Creek Ranch, LLC 663.938 acre tract;

THENCE South 88°24'37" West, coincident with the centerline of County Road 26, same being the south line of the James A. E. Phelps League, same being the south line of a the said DFW Cow Creek Ranch, LLC 663.938 acre tract, same being the south line of the said Craft 70.000 acre tract, a distance of 869.44 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE South 88°24'37" West, coincident with the centerline of County Road 26, same being the south line of the James A. E. Phelps League, same being the south line of a the said DFW Cow Creek Ranch, LLC 663.938 acre tract and being the south line of the said Craft 70.000 acre tract, a distance of 807.98 feet to a point for corner;

THENCE North 1°06'42" West, coincident with the west line of the said Craft 70.000 acre tract, at a distance of 30.00 feet pass a found 5/8" iron rod in the north right-of-way line of County Road 26, and continue to a total distance of 1833.06 feet to a found 5/8" iron rod for corner;

THENCE North 88°24'37" East, coincident with the north line of the said Craft 70.000 acre tract, a distance of 807.98 feet to a set 5/8" iron rod for corner marking the northwest corner of a 36.000 acre tract known as Lot 2C2, described by this author on this even date;

THENCE South 1°06'42" East, coincident with the west line of said Lot 2C2, at a distance of 1803.06 feet pass a set 5/8" iron rod in the north right-of-way line County Road 26 and continue to a total distance of 1833.06 feet to the **POINT OF BEGINNING**, containing 34.000 acres of land, more or less.

Charles D. Wachtstetter
Registered Professional Land Surveyor
Texas Registration Number 4547
August 11, 2025

STATE OF TEXAS
REGISTERED
CHARLES D. WACHTSTETTER
4547
PROFESSIONAL
LAND SURVEYOR

This description is based on a survey, a plat of which, dated August 11, 2025 is on file in the offices of Doyle and Wachtstetter, Inc.

Doyle & Wachtstetter, Inc
Surveying and Mapping • GPS/GIS

36.000 ACRE TRACT (LOT 2C2)
JAMES A. E. PHELPS SURVEY, ABSTRACT 117
BRAZORIA COUNTY, TEXAS
PAGE 1 OF 2

ALL THAT CERTAIN 36.000 ACRES of land out of a 663.938 acre tract conveyed to DFW Cow Creek Ranch, LLC in County Clerk's File 23-053207 of the Brazoria County Official Records, being that same called 667 ¼ acre tract known as the Rachel Hunter Tract, described in Volume 63, Page 70 of the Brazoria County Deed Records and being out of a called 70.000 acre tract conveyed to Brian Keith Craft, Christine E. Craft and Mark Jeremy Craft described in County Clerk's File 24-0542668 of the Brazoria County Official Records and situated in the James A. E. Phelps Survey, Abstract 117, Brazoria County, Texas, being more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, (NAD 83), in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths (S.F.= 0.999864493) as follows:

BEGINNING at a point for corner in the centerline of County Road 26 (60' wide easement recorded in Volume 120, Page 590 B.C.D.R. and Volume 120, Page 598 B.C.D.R.), marking the southeast corner of the said 70.000 acre tract, same being the southwest corner of a called 265.1 acre tract known as Tract 3 conveyed to Black Ranch Partners, LLC in County Clerk's File 19-001084 of the Brazoria County Official Records, same being the southeast corner of said DFW Cow Creek Ranch, LLC 663.938 acre tract;

THENCE South 88°24'37" West, coincident with the centerline of County Road 26, same being the south line of the James A. E. Phelps League, same being the south line of a the said DFW Cow Creek Ranch, LLC 663.938 acre tract, same being the south line of the said Craft 70.000 acre tract, a distance of 869.44 feet to a point for corner;

THENCE North 1°06'42" West, coincident with the east line of a 34.000 acre tract known as Lot 2C1 described by this author on this even date, at a distance of 30.00 feet pass a set 5/8" iron rod in the north right-of-way line of County Road 26 and continue to a total distance of 1833.03 feet to a set 5/8" iron rod for corner in the north line of the said Craft 70.000 acre tract;

THENCE North 88°24'37" East, a distance of 841.61 feet to a found 5/8" iron rod in the west line of the said Black Ranch Partners LLC 265.1 acre tract, same being the east line of the said DFW Cow Creek Ranch, LLC 663.938 acre tract, same being the east line of the said Craft 70.000 acre tract;

THENCE South 1°58'54" East, coincident with the west line of the said Black Ranch Partners LLC 265.1 acre tract, same being the east line of the DFW Cow Creek Ranch, LLC 663.938 acre tract, same being the east line of the said Craft 70.000 acre tract, at a distance of 1803.04 feet pass a found 5/8" iron rod in the north right-of-way line County Road 26 and continue to a total distance of 1833.04 feet to the **POINT OF BEGINNING**, containing 36.000 acres of land, more or less.



Charles D. Wachtstetter
Registered Professional Land Surveyor
Texas Registration Number 4547
August 11, 2025

This description is based on a survey, a plat of which, dated August 11, 2025 is on file in the offices of Doyle and Wachtstetter, Inc.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.23. **2/24/2026**

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 - Street Sign Cleaning Per the Attached List
Sign Replacement - Per the Attached List

CITY OF LIVERPOOL
Culvert Set - 7810 CR 171

CITY OF RICHWOOD
Culvert Set - 33111 Amberjack

TOWN OF HOLIDAY LAKES
Clean Culverts - 112 Creekside Drive
Mow Ditch - 112 Creekside Drive

IB26-HV
(HILLCREST VILLAGE)
City ID Code 760

HV Faded Traffic Signs

Stop Signs

East Larkspur/Riverside Drive (both)
West Larkspur/Main
West Sherwood/Main
East Wildwinn/Main
Creekside Drive/Main

Dead End

Creekside Drive/Ridgemont Dri

Speed Limit

102 West Sherwood
101 East Sherwood
802 Riverside (both sides of road)
102 West Wildwinn
East Wildwinn/Main
Cr 681 (Whitlock)/Cr 157 (Verhalen)
Mustang Drive/Main
1000 Main - *30mph, missing "3"* **Replace**
East Larkspur/Main (missing)
Main (between Larkspur and Sherwood)
101 Ridgemont
101 Crestmont Drive
City Park

Brazoria Co. Engineering Dept
want to replace the following as well:
1- sign pole
1 - speed limit sign (30)
1 - Do Not Pass sign

Cleaning of signs is no cost to the City.

As of February 2, 2026

AGREED _____
Brazoria County Engineer
Date Approved 2-24-26 Date Completed _____
WO# _____
COMMENTS

IB26-LI
(LIVERPOOL)
City ID Code 272

Tricia Simmons

From: Kim Calhoun <kim.calhoun@liverpooltx.gov>
Sent: Tuesday, February 3, 2026 9:28 AM
To: ENGINEER INTERLOCALS
Cc: Catherine Long
Subject: [EXTERNAL] Culvert work order-city of Liverpool

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning,

We would like to turn in the work order for culvert to be placed at the below information.

Maria Verdin
832-621-6696
7810 CR 171 Alvin
18"
Please let me know if you need anything else, and what date this will be going to commissioner court.

Thank you and have a great day.
Kim Calhoun
Water Department
Municipal Court Clerk CCCI
City of Liverpool
Office phone:281-581-2342
Cell phone:832-764-1897
8901 CR 171
Liverpool, TX 77577
Monday-Thursday 8AM-5PM Friday 8AM-12PM
www.liverpooltx.gov

ATTENTION PUBLIC OFFICIALS!
A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act, Please reply only to the sender. This information, and any communication between any person and a city official, may be subject to the Public Information Act and subject to inspection by the public.

--CONFIDENTIALITY NOTICE--
Information in this communication is confidential and is intended only for the use of the individual or entity to which it is addressed. It may contain informati
disclosure under applicable law. If you are not the inte
are not authorized to read, review, distribute, or duplica
disclosure, distribution, or duplication is strictly prohib
please notify the sender immediately at the above addr

AGREED _____
Brazoria County Engineer
Date Approved 2-24-26 Date Completed _____
WO# _____
COMMENTS

IB26-RI
(RICHWOOD)
City ID Code 733

Tricia Simmons

From: Laura Tyner <ltyner@richwoodtx.gov>
Sent: Tuesday, February 10, 2026 12:31 PM
To: ENGINEER INTERLOCALS
Cc: Lori Williams
Subject: [EXTERNAL] 33111 Amberjack Dr, Richwood Texas 77515

Please put on the agenda to set culverts. They attached this application.

33111 Amberjack Dr, Richwood Tx 77515
24 inch diameter culverts
5 Total

Martin Martinez
979-997-3471

Thank you,

Laura Tyner
Accounting Associate and Utility Billing
The City of Richwood
1800 Brazosport Blvd N
Richwood, Tx 77531
Email: ltyner@richwoodtx.gov
Phone: 979-265-2082

This message has been prepared or disseminated using resources owned by Brazoria County and is subject to the County's policies on the use of County provided technology. E-mail created or received through the County's computer system by any County employee or official may be considered a public record, subject to public inspection under the laws of the State of Texas.

AGREED _____
Brazoria County Engineer
Date Approved 2-24-26 Date Completed _____
WO# _____
COMMENTS

IB26-HL
(HOLIDAY LAKES)
City ID Code 846

Tricia Simmons

From: Sabrina Dodd <Administrator@holidaylakestexas.com>
Sent: Wednesday, February 11, 2026 3:31 PM
To: Tricia Simmons
Cc: Julie Guevara; San Juanita Segovia
Subject: [EXTERNAL] Mowing and Culvert Cleaning Requests

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon,

Can we request to get some culvert cleaning and mowing done in a couple of areas of Holiday Lakes, please?

I need the culverts in front of 112 Creekside Dr (a green house with a wheelchair ramp) cleaned out. I also need the ditches by this home to be mowed as well.

This is all for now.

Thank you.

Sabrina Dodd

Administrative Assistant
Town of Holiday Lakes
195 N. Texas Ave
Holiday Lakes, TX 77515
979-849-1136 (Office)
979-331-3702

This message has been prepared or disseminated using resources owned by Brazoria County and is subject to the County's policies on the use of County provided technology. E-mail created or received through the County's computer system by any County employee or official may be considered a public record, subject to public inspection under the laws of the State of Texas.

AGREED _____
Brazoria County Engineer
Date Approved 2-26-26 Date Completed _____
WO# _____
COMMENTS
_____
_____
_____
_____
_____

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.24. **2/24/2026**

Out of State Travel

The Court approves the out of state travel request for our Public Health Emergency Preparedness (PHEP) Manager to attend the 2026 National Association of City and County Health Officials (NACCHO) Annual Preparedness Summit scheduled for April 13, 2026 through April 16, 2026 in Baltimore, Maryland.

This is to gain knowledge, resources and relationships necessary to prepare for and respond to public health emergencies. Cost of the conference is covered 100% by Department of State Health Services (DSHS) funds; no County funds will be expended for this event.

REQUEST FOR OUT OF STATE TRAVEL

For: **NACCHO Preparedness Summit:**

Being held in Baltimore, Maryland

Dates: April 13-16, 2026 (Fly out on 12th, Fly back on 16th)

 # Employees attending: 1. PHEP Program Manager

Cost of travel and registration (all costs):
- **Air:** $1,200
- **Hotel:** $1,800
- **Meals:** $300
- **Registration:** $1,195
- **Travel/Mileage**: To/From Houston Airport: $85.00
- **Transportation in/around destination:** $100

TOTAL ESTIMATED COST: $4,680.00

PAID FOR with funds from: DSHS PHEP Grant

Conference Agenda (attached as separate document)

2026 Preparedness Summit
Schedule-at-a-Glance

In-Person: Baltimore Convention Center, Maryland

Eastern Standard Time

SUNDAY, APRIL 12	
8:00 AM - 5:00 PM	Registration Open
10:00 AM - 5:00 PM	Pre-Conference Workshops
MONDAY, APRIL 13	
7:00 AM - 5:00 PM	Registration Open
8:00 AM - 4:00 PM	Exhibitor Move-In
8:00 AM - 9:30 AM	Sessions
10:00 AM - 12:00 PM	Opening Plenary Session
12:00 PM - 1:30 PM	Lunch on Your Own
1:30 PM - 3:00 PM	Sessions
3:15 PM - 4:00 PM	Sessions
4:15 PM - 5:00 PM	Sessions
TUESDAY, APRIL 14	
8:00 AM - 5:00 PM	Registration Open
8:00 AM - 9:30 AM	Sessions
10:00 AM - 11:30 AM	Town Halls
11:30 AM - 1:30 PM	Lunch Carts in Exhibit Hall
11:30 PM - 4:30 PM	Exhibit Hall Open
1:30 PM - 3:00 PM	Sessions
3:15 PM - 4:00 PM	Sessions
4:15 PM - 5:00 PM	Sessions
WEDNESDAY, APRIL 15	
8:00 AM - 5:00 PM	Registration Open
8:00 AM - 9:30 AM	Sessions
8:00 AM - 10:00 AM	Exhibit Hall Open (Closed During Plenary)
10:00 AM - 11:30 AM	Plenary Session
11:30: AM - 2:00 PM	Exhibit Hall Open (Tear Down Begins 2:15 PM)
11:30 AM - 1:30 PM	Lunch Carts in Exhibit Hall
1:30 PM - 3:00 PM	Town Halls
3:15 PM - 4:00 PM	Sessions
4:15 PM - 5:00 PM	Sessions
THURSDAY, APRIL 16	
8:30 AM - 9:30 AM	Sessions
10:00 AM - 11:30 AM	Closing Plenary Session

Note: Schedule is subject to change

2026 Preparedness Summit
Schedule-at-a-Glance

Virtual: From the Comfort of Your Own Home or Office

Eastern Standard Time

MONDAY, APRIL 13	
10:00 AM - 12:00 PM	Opening Plenary Session
12:15 PM - 1:15 PM	Lunch & Learn
1:30 PM - 3:00 PM	Sessions
3:30 PM - 4:15 PM	Networking and Discussion Groups
TUESDAY, APRIL 14	
8:30 AM - 9:30 AM	Exclusive Virtual Session
10:00 AM - 11:30 AM	Town Halls
12:15 PM - 1:15 PM	Lunch & Learn
1:30 PM - 3:00 PM	Sessions
3:30 PM - 4:15 PM	Networking and Discussion Groups
WEDNESDAY, APRIL 15	
8:30 AM - 9:30 AM	Coffee Talk
10:00 AM - 11:30 AM	Plenary Session
12:15 PM - 1:15 PM	Lunch & Learn
1:30 PM - 3:00 PM	Sessions
3:30 PM - 4:15 PM	Networking and Discussion Groups

Note: Schedule is subject to change

PREPAREDNESS SUMMIT

Protecting Our Communities:
State and Local Preparedness in Action

April 13-16, 2026 Baltimore | Virtual

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.25. **2/24/2026**

Out of State Travel

The Court approves the out of state travel for the Director of Public Health Services and Lead Epidemiological Investigator to attend the Association for Professionals in Infection Control (APIC) Annual Conference scheduled for June 15, 2026 through June 17, 2026 in Nashville, Tennessee.

This supports our role in staying up to date with current epidemiology and infection control practices and other aspects of infectious disease outbreak management. In-person attendance offers the opportunity to gain valuable insights and build connections with experts who may become important resources during future challenges, in addition to sharing knowledge and solutions for dealing with disease outbreaks.

Cost of the conference for the Lead Epidemiological Investigator is covered 100% by Department of State Health Services (DSHS) funds; cost of the conference for the Director of Public Health Services is covered by Travel/Training funds approved in the FY26 Brazoria County budget.

Out of State Travel Request

APIC 26 (Association for Professionals in Infection C

Annual Conference: Nashville, Tennessee

Dates: June 15-17, 2026

INFORMATION REQUESTED	DETAIL
Total # Employees Attending	Department Director
Conference Registration Fee	Early Bird Rate
Hotel	3 nights
Travel	
Airfare	Houston to Nashville (Round Trip)
Mileage	To/From Houston Airport
Transportation	Nashville Airport to Hotel & Back
Meals	2 Breakfasts ($20)
	1 Lunch ($15)
	3 Dinners ($75)
	TOTAL COST:

Paid for with Travel and Training funds approved in FY26 Brazoria C

ontrol)

COST
$715.00
$850.00
$850.00
$85.00
$100.00
$110.00
$2,710.00

County budget

REQUEST FOR OUT OF STATE TRAVEL

For: **APIC (Association for Professionals in Infection Control) 2026 Annual Conference:**

Being held in Nashville, Tennessee

Dates: June 15-17, 2026 (Fly out on 14th, fly back on 17th)

 # Employees attending: 1 Lead Epidemiologist

Cost of travel and registration (all costs):
- **Air:** $850
- **Hotel:** $850
- **Meals:** $110
- **Registration:** $715
- **Travel/Mileage**: To/From Houston Airport: $85.00
- **Transportation in/around destination:** $100

TOTAL ESTIMATED COST: $2,710.00

PAID FOR with funds from: DSHS PHEP Grant

Conference Agenda (attached as separate document)

APIC26
JUNE 15-17 NASHVILLE

SCHEDULE-AT-A-GLANCE

All times in Central Standard Time & subject to change.

	SUNDAY, JUNE 14	MONDAY, JUNE 15	TUESDAY, JUNE 16	WEDNESDAY, JUNE 17
EARLY MORNING	APIC Central 7 AM – 7 PM Registration 7 AM – 7 PM APIC Store 7 AM – 5 PM Pre-Conference Workshops 8 AM – 4:30 PM	Exhibitor Symposia 6:15 AM – 7:45 AM APIC Central 6:30 AM – 5:30 PM Registration 6:30 AM – 5:30 PM APIC Store 7 AM – 5 PM Morning Buzz 7 AM – 7:45 AM **Opening General Session** **8 AM – 9:30 AM**	Exhibitor Symposia 6:15 AM – 7:45 AM APIC Central 7 AM – 5:30 PM Registration 7 AM – 5:30 PM APIC Store 7 AM – 5 PM Morning Buzz 7 AM – 7:45 AM Educational Sessions 8 AM – 9 AM	Exhibitor Symposia 6:15 AM – 7:45 AM APIC Central 7 AM – Noon Registration 7 AM – Noon APIC Store 7 AM – Noon Educational Sessions 8 AM – 9 AM Posters 8 AM – Noon
MID-MORNING	Chapter Leader's Day 10 AM – 4 PM	Educational Sessions 10 AM – 11 AM Exhibit Hall 11 AM – 2 PM Posters 8 AM – 5 PM	**General Session** **9:30 AM – 11 AM** Exhibit Hall 11 AM – 2 PM Posters 8 AM – 5 PM	Exhibit Hall 9 AM – 10:30 AM Breakfast – Exhibit Hall 9 AM – 10:30 AM Educational Sessions 10:45 AM – 11:45 AM
NOON HOUR		Lunch- Exhibit Hall 12 PM – 1:15 PM	Lunch – Exhibit Hall 12 PM – 1:15 PM	**Closing General Session** **12 PM – 1:15 PM**
AFTERNOON	Welcome Experience 4 PM – 5PM 1st Time Attendee Happy Hour 5 PM – 6 PM	Educational Sessions 2:15 PM – 3:15 PM Workshops (90-min) 3:45 PM – 5:15 PM	Educational Sessions 2:15 PM – 3:15 PM Awards Reception 2:30 PM – 3:30 PM Educational Sessions 3:45 PM – 4:45 PM	Conference Concludes at 1:15 PM
EVENING	Exhibitor Symposia 6 PM – 7:30 PM	Exhibitor Symposia 6 PM – 7:30 PM	**Closing Reception at Category 10** **5:30 PM – 7:30 PM**	

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.26. **2/24/2026**

Artificial Intelligence (AI) Use Policy

Approve the attached Brazoria County Artificial Intelligence (AI) Use Policy. This Policy will be incorporated into the Brazoria County Employee Handbook and Policy Manual. Further, a copy of this Policy will be forwarded to the Brazoria County Human Resources Department, and each employee will be required to affirm that they have read the new Policy.

Brazoria County Artificial Intelligence (AI) Use Policy

1. Purpose

This policy establishes guidelines for the responsible and secure use of Artificial Intelligence (AI) technologies by Brazoria County employees. It ensures compliance with legal, ethical, and operational standards, particularly when handling sensitive or confidential information.

2. Scope

This policy applies to all Brazoria County employees who use AI tools or services in the course of their duties, whether on County-issued or personal devices.

3. Approved AI Services

a. Only AI services approved in writing by the Information Systems Department (IS) for County use may be used when making inquiries including Confidential Information, such as:

   I. Personally Identifying Information (PII);

   II. Medical or health-related data;

   III. Criminal investigation materials;

   IV. Information about County contracts, bids, or potential contracts;

   V. Internal memos;

   VI. Personnel files;

   VII. Banking or credit card information;

   VIII. Information regarding safety incidents;

   IX. Any information regarding juveniles;

   X. Library lending records; or

   XI. Any other non-publicly available or sensitive information

b. Unapproved AI services **shall not** be used for any task involving Confidential or sensitive information. They may be used for general research or other inquiries involving only publicly available data. Employees **shall not** input any Confidential Information into any Unapproved AI service.

c. At the current time, IS has approved Microsoft Copilot when accessed through a County-provided Microsoft Office 365 application. This does not include personal Microsoft Copilot accounts or use through Bing or other websites.

4. Public Information and AI Records

a. Employees must be aware that AI-generated messages and interactions may constitute public records under the Texas Public Information Act.

b. This applies regardless of the device used (County-issued or personal) and includes:

   I. Prompts submitted to AI tools;

   II. Responses generated by AI tools; and

   III. Any AI-assisted content that is retained or shared

c. If retained, these records may be subject to Public Information Requests.

5. Microsoft Copilot Retention Policy

a. Brazoria County's Information Systems Department has implemented a uniform retention policy of seven (7) days for Microsoft Copilot interactions.

b. Any AI-generated content that must be retained beyond seven days for legal, operational, or compliance reasons must be manually saved by the user to an appropriate storage location.

6. Personal Device Usage

a. Use of AI tools on personal devices for County business is governed by this policy. Due to the difficulties of data retention and information security on a personal device, consider whether it is truly necessary to use one for County business.

b. If personal device is used, employees shall:

   I. Adhere to this policy in full;

   II. Refrain from entering any County information into any AI tools used on a personal device;

   III. Understand that using AI tools on a personal device may still generate public records; and

   IV. Make any such records retained on a personal device available to appropriate Brazoria County personnel immediately upon request.

7. Appropriate and Inappropriate Uses of AI

a. <u>Appropriate Uses</u>
Provided that users comply with this policy, AI tools may be used to support and enhance productivity, including in the following ways:

   I. Research Assistance: Gathering general information or background on a topic;

   II. Summarization: Condensing long documents, emails, or reports into concise summaries;

III. Outlining: Generating structured outlines for reports, presentations, or legal documents;
IV. Editing and Proofreading: Improving grammar, clarity, and tone of written content; or
V. Drafting Support: Assisting in the creation of initial drafts that will be reviewed and edited by a human.

b. Inappropriate Uses
The following uses of AI are prohibited unless explicitly authorized in writing by a Department Head or Elected Official:

I. Unedited Final Documents: Submitting or distributing AI-generated content without human review and editing;
II. Sensitive Data Input: Entering confidential, medical, criminal, or personally identifiable information into unapproved AI tools;
III. Decision-Making Automation: Using AI to make final decisions in legal, personnel, or investigative matters without human oversight;
IV. Bypassing Policy: Using personal devices or accounts to circumvent County AI usage restrictions;
V. Criminal History: Entering criminal history information into **any** AI tool; and
VI. Creating or deploying an AI tool that interacts directly with public.

c. Illegal Uses
Uses of AI prohibited by law are prohibited under all circumstances, including but not limited to:
I. Manipulation of Human Behavior: Manipulating a person to commit self-harm, harm another person, or engage in criminal activity;
II. Social Scoring: Evaluating or classifying people or groups based on social behavior or personal characteristics with the intent to assign a social score;
III. Capture of Biometric Data: Gathering biometric data in a way that would infringe on an individual's rights under Texas or federal law;
IV. Constitutional Violation: Infringing on a person's rights under the United States Constitution;
V. Unlawful Discrimination: Unlawfully discriminating against a protected class in violation of Texas or federal law; or
VI. Certain Sexually Explicit Content: Creating or distributing child pornography or illegal deep fake videos or personating or imitating a child in text-based conversations that simulate or describe sexual conduct.

8. Violations and Enforcement

a. Violations of this policy may result in disciplinary action in accordance with Brazoria County policies up to and including termination of the violator.

b. IS reserves the right to audit AI usage and enforce compliance.

9. Questions and Support

For questions about approved AI tools or how to properly retain AI-generated content, please contact IS.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.27. **2/24/2026**

Brazoria County Library System's Annual Report for Accreditation by the Texas State Library and Archives Commission (TSLAC)

Approve the Brazoria County Library System's Annual Report for accreditation by the Texas State Library and Archive Commission (TSLAC). Further, and that the County Judge be authorized to sign on behalf of the county and be authorized to approve corrections as necessary.

Texas State Library and Archives Commission
Library Development and Networking (LDN)
Statistics and Accreditation Staff
accreditation@tsl.texas.gov
512/463-5465 or toll free in Texas 800/252-9386

Section1: LIBRARY INFORMATION – Central/Administrative Library

1.1 Library Name	Brazoria County Library System			1.2 County	Brazoria
1.3 Start	10/1/24	1.4 End	9/30/25		
1.5 Mailing Address	912 N Velasco	1.5 City	Angleton	1.7 ZIP	77515-4453
1.8 Phone number	979-864-1505				
1.9 Director's Last name	Loranc	1.10 Director's First name	Lisa Marie		
1.11 Director's email	lloranc@bcls.lib.tx.us	1.12 Library's website	https://mybcls.org		

Section 2: LIBRARY OUTLETS

2.1 Number of branches	13
2.2 Number of bookmobiles	0

Section 3: EXPENDITURES – Report actual expenditures, not budgeted amounts

Library Operating Expenditures

Staff Expenditures

3.1 Salaries and Wages Expenditures	$4,987,666
3.2 Employee Benefits Expenditures	$1,974189
3.3 Total Staff Expenditures	$6,961,855

Collection Expenditures

3.4 Print Materials Expenditures	$ 579,157
3.5 Electronic Materials Expenditures	$ 530,732
3.6 Other materials Expenditures	$ 34,459
3.7 Total Library Collection Expenditures	$1,144,348
3.8a Non-local funding of library expenditures	$ 1,505,260
3.8b Local funding for other library expenditures	$ 0

3.9 Total Direct Library Operating Expenditures	$9,611,463
3.11 Total Library Operating Expenditures	$9,611,463
3.12 Capital Expenditures	$ 202,276

Section 4: LOCAL FINACIAL EFFORT

4.1 Local expenditures on collections (3.7b)	$1,144,348
4.2 Local funds used for library operating expenditures	$9,611,463
4.3 Local government funds used for library operating expenditures	$9,384,421

Section 5: REVENUE

Local Government Revenue – Operating expenditures

5.1 City, Cities, or Library District revenue used for operating expenditures	$ 689,834
5.2 County or Counties revenue used for operating expenditures	$8,694,587
5.3 School District revenue used for operating expenditures	$ 0
5.4 Total Local Government operating expenditures	$9,384,421
5.5 State revenue – operating expenditures	$ 0
5.6 Federal revenue – operating expenditures	$ 3,480
5.7 Foundation and Corporate Grant revenue – operating expenditures	$ 0
5.8 Other local sources of revenue	$ 0
5.9 Total Revenue used for library operating expenditures	$9,387,901

Revenue Used for Major Capital Expenditures

5.10 City, Cities, or Library District revenue used for major capital expenditures	$ 21,794
5.11 County or Counties revenue used for major capital expenditures	$ 120,324
5.12 School District Revenue used for major capital expenditures	$ 0
5.13 State revenue – capital expenditures	$ 0
5.14 Federal revenue – capital expenditures	$ 0

5.15 Foundation and Corporate Grant revenue – Capital Expenditures	$ 0
5.16 Other Local Sources of revenue – capital expenditures	$ 0
5.17 Total Revenue Used for Library Capital Expenditures	$ 142,118

Section 6: LIBRARY COLLECTION

6.1 Library catalog? Yes

6.2 Collection has 1% published in last five years Yes

Physical Materials Count

6.3 Books in Print	338,583
6.4 Audio materials – physical formats	9,823
6.5 Video materials – physical formats	35,147
6.6 Other physical items	1,684
6.7 Total physical items in the collection	385,237

Electronic Materials Count

6.8 E-Book (Digital/Downloadable units)	213,494
6.9 E-Audio (Digital/Downloadable units)	154,309
6.10 E-Video (Digital/Downloadable units)	3,925
6.11 Total E-Material Units	371,728

6.12 Databases (electronic collections)

6.11a local license	13
6.11b consortium license	
6.13 TexShare databases	60
6.14 Total Databases	73

6.14a Consortium Participation Yes CloudLink Interlocal Consortium

6.15 Collection Totals 756,978

Section 7: LOCAL LIBRARY SERVICES

7.1 Long Range Plan	Yes		
7.2 Number of Reference transactions	51,197	7.2a How was this number compiled	Count
7.3 Number of Library visits	844,164	7.3a How was this number compiled	Count
7.4 Registered users	133,977		
7.5 Current overdue fine policy	Yes	7.6 Current non-resident fee policy	No

7.7 Current fine schedule

a.	Fines on traditional materials	$ .00
b.	Fine on non-traditional materials	$ 1.00 $20.00
c.	Cleaning fee	$ 3.50
d.	Lost processing fee	$10.00
e.	Recovery fee	$30.00
f.	Returned check fee	$ 5.00
g.	Un-retrieved ILL	

7.8 Automatic renewal of physical materials Yes

Circulation of Physical Formats

7.9 Circulation of Children's physical formats	905,414
7.10 Circulation of all other ages physical formats	506,740
7.11 Circulation of other physical items	14,030
7.12 Total circulation of physical formats	1,426,184

Circulation of E-Materials

7.13 Ebook circulation	96,476
7.14 E-serials circulation	9,256
7.15 E-audio circulation	146,224
7.16 E-video circulation	13,551

Did the library provide access to digital items purchased

Check all that apply	
Through the library	X
Through a consortium	X
State provided	X

7.17 Total circulation of E-materials	265,507	
7.18 e-Read Texas	0	
7.19 Total circulation of all Materials	1,691,691	(7.12+7.17+7.18)

Programs and Program Attendance

Library programs are referred to as live (synchronous) program sessions and recorded (asynchronous) presentations. Multiple format options, as well as expanded age ranges are being tracked. Report in-person, on-site programs are in person, off-site programs separately, as well as, virtual programs and recorded (asynchronous) programs.

Live and Virtual Events

Early Childhood (≤5 years)

	In-person On-site	In-person Off-site	Live Virtual	Total
7.P1 Sessions	2,793	19	0	2,812
7.P2 Attendance	49,891	615	0	50,506

Student-age (6 to11 years)

	In-person On-site	In-person Off-site	Live Virtual	Total
7.P3 Sessions	261	1	0	262
7.P4 Attendance	11,582	20	0	11,602

Young Adult (12 to 18 years)

	In-person On-site	In-person Off-site	Live Virtual	Total
7.P5 Sessions	142	0	0	142
7.P6 Attendance	869	0	0	869

Adult (19+ years)

	In-person On-site	In-person Off-site	Live Virtual	Total
7.P7 Sessions	244	0	10	254
7.P8 Attendance	1,812	0	133	1,945

General Audience

	In-person On-site	In-person Off-site	Live Virtual	Total
7.P9 Sessions	173	7	0	180
7.P10 Attendance	7,518	517	0	8,035

Program Totals

	In-person On-site	In-person Off-site	Live Virtual	Total
7.2P11Sessions	3,613	27	10	3,650
7.P12 Attendance	71,672	1,152	133	72,957

7.P13 Number of recorded (asynchronous) presentations: 0

7.P14 Number of views at the 30-day mark: 0

Section 8: LIBRARY STAFFING AND SALARIES

8.1 Professional (MLS) Librarians – weekly hours worked	760.00
8.2 Other (Non-MLS) Librarians – weekly hours worked	520.00
8.3 All other library staff – weekly hours worked	3,034.00
8.4 All library staff – Total weekly hours worked	4,314.00
8.5 Volunteer hours – annual total	7,735.00
8.6 Head Librarian's annual rate of salary	$142,926
8.7 Head Librarian's hours worked per week	40
8.8 Director obtained 10 units of continuing education (CEU)	Yes
8.9 Photocopier available for staff	Yes
8.10 Internet computer available for staff	Yes

Section 9: RESOURCE SHARING

9.1 Statewide Interlibrary Loans (ILL) offered to patrons	Yes
9.2 ILL received from other libraries (borrows)	2,980
9.3 ILL provided to other libraries (lends)	3,648
9.4 Integrated Library System (ILS/Library Management System (LMS) used	Innovative Interface Inc. – Polaris

Section 10: INTERNET AND ELECTRONIC SERVICES

10.1 Public Internet access computer with printer/copier: Yes

10.2 Number of Public Internet access computer terminals: 148

10.3 Annual public Internet computer users	68,589	10.3a How was this number compiled?	count
10.4 Annual Wi-Fi sessions	242,342	10.4 How was this number compiled?	count

10.5 Annual website visits: 603,238

Section 11: LIBRARY HOURS

11.1 Weekly unduplicated scheduled hours at all facilities	66
11.2 Do any of the library facilities alter their hours during the summer?	No

Section 12: LIBRARY INFORMATION – Branch and/or Bookmobile

12.1 Branch Library Name	Alvin Library				
12.2 Branch Library Address	105 S Gordon St. Street		Alvin City	77511-2332 ZIP	
12.3 Branch Library Phone number	281-388-4300	12.4 Branch Library general email			alvin@bcls.lib.tx.us
12.5 Branch Manager's name	Waites Last		Carolynn First		
12.6 Square footage	18,500	12.7 In what year was the facility originally built			1994
12.7 Has the building been renovated, expanded or had new construction in this reporting period?					no
12.8 In what year did the most recent major renovation occur?					2009
12.9 Rate the current facility in meeting the needs for public service					good
12.10 Are there plans in progress to undergo major modifications to the facility in the next three years?					no
12.11 Is more than half of the computer network hardware in this facility three years or older?					
12.12 Does the branch have an established schedule					yes
12.13 Total hours this branch was open to the public in the reporting period					2,496
12.14 Total number of weeks the library worked at least half its established schedule in the reporting period					52

12.1 Branch Library Name	Angleton Branch				
12.2 Branch Library Address	401 E Cedar St. Street		Angleton City	77515-4652 ZIP	
12.3 Branch Library Phone number	979-864-1519	12.4 Branch Library general email			angleton@bcls.lib.tx.us
12.5 Branch Manager's name	Lewis Last		Layna First		
12.6 Square footage	22,000	12.7 In what year was the facility originally built			1978
12.7 Has the building been renovated, expanded or had new construction in this reporting period?					no
12.8 In what year did the most recent major renovation occur?					2011

12.9 Rate the current facility in meeting the needs for public service	good
12.10 Are there plans in progress to undergo major modifications to the facility in the next three years?	no
12.11 Is more than half of the computer network hardware in this facility three years or older?	no
12.12 Does the branch have an established schedule	yes
12.13 Total hours this branch was open to the public in the reporting period	2,745
12.14 Total number of weeks the library worked at least half its established schedule in the reporting period	52

12.1 Branch Library Name	Brazoria Branch				
12.2 Branch Library Address	620 S Brooks St. (Street)		Brazoria (City)	77422-9022 (ZIP)	
12.3 Branch Library Phone number		12.4 Branch Library general email			
12.5 Branch Manager's name	Newel (Last)		Natalie (First)		
12.6 Square footage	12,035	12.7 In what year was the facility originally built		1963	

12.7 Has the building been renovated, expanded or had new construction in this reporting period?	no
12.8 In what year did the most recent major renovation occur?	2012
12.9 Rate the current facility in meeting the needs for public service	good
12.10 Are there plans in progress to undergo major modifications to the facility in the next three years?	no
12.11 Is more than half of the computer network hardware in this facility three years or older?	no
12.12 Does the branch have an established schedule	yes
12.13 Total hours this branch was open to the public in the reporting period	2,528
12.14 Total number of weeks the library worked at least half its established schedule in the reporting period	52

12.1 Branch Library Name	Clute Branch				
12.2 Branch Library Address	215 N Shanks St. (Street)		Clute (City)	77531-4122 (ZIP)	
12.3 Branch Library Phone number	979-265-4582	12.4 Branch Library general email		clute@bcls.lib.tx.us	

12.5 Branch Manager's name	Box Last	Sarah First			
12.6 Square footage	8,930	12.7 In what year was the facility originally built	2000		

12.7 Has the building been renovated, expanded or had new construction in this reporting period?	no
12.8 In what year did the most recent major renovation occur?	2016
12.9 Rate the current facility in meeting the needs for public service	good
12.10 Are there plans in progress to undergo major modifications to the facility in the next three years?	no
12.11 Is more than half of the computer network hardware in this facility three years or older?	no
12.12 Does the branch have an established schedule	yes
12.13 Total hours this branch was open to the public in the reporting period	2,092
12.14 Total number of weeks the library worked at least half its established schedule in the reporting period	52

12.1 Branch Library Name	Danbury Branch				
12.2 Branch Library Address	1702 N Main St. Street	Danbury City	77534-8940 ZIP		
12.3 Branch Library Phone number	979-922-1905	12.4 Branch Library general email	danbury@bcls.lib.tx.us		
12.5 Branch Manager's name	Lewis Last	Layna First			
12.6 Square footage	1,600	12.7 In what year was the facility originally built	1940		

12.7 Has the building been renovated, expanded or had new construction in this reporting period?	no
12.8 In what year did the most recent major renovation occur?	2017
12.9 Rate the current facility in meeting the needs for public service	good
12.10 Are there plans in progress to undergo major modifications to the facility in the next three years?	no
12.11 Is more than half of the computer network hardware in this facility three years or older?	no
12.12 Does the branch have an established schedule	yes
12.13 Total hours this branch was open to the public in the reporting period	2,052

12.14 Total number of weeks the library worked at least half its established schedule in the reporting period	52

12.1 Branch Library Name	Freeport Branch				
12.2 Branch Library Address	410 Brazosport Blvd. Street		Freeport City	77541-3802 ZIP	
12.3 Branch Library Phone number	979-233-3622	12.4 Branch Library general email			freeport@bcls.lib.tx.us
12.5 Branch Manager's name	Edge Last		Bobby First		
12.6 Square footage	9,750	12.7 In what year was the facility originally built			1962

12.7 Has the building been renovated, expanded or had new construction in this reporting period?	no
12.8 In what year did the most recent major renovation occur?	2020
12.9 Rate the current facility in meeting the needs for public service	good
12.10 Are there plans in progress to undergo major modifications to the facility in the next three years?	no
12.11 Is more than half of the computer network hardware in this facility three years or older?	no
12.12 Does the branch have an established schedule	yes
12.13 Total hours this branch was open to the public in the reporting period	2,056
12.14 Total number of weeks the library worked at least half its established schedule in the reporting period	52

12.1 Branch Library Name	Lake Jackson Branch				
12.2 Branch Library Address	250 Circle Way Street		Lake Jackson City	77566-5203 ZIP	
12.3 Branch Library Phone number	979-415-2590	12.4 Branch Library general email			lakejackson@bcls.lib.tx.us
12.5 Branch Manager's name	Koenig Last		Ginny First		
12.6 Square footage	21,000	12.7 In what year was the facility originally built			1978

12.7 Has the building been renovated, expanded or had new construction in this reporting period?	no
12.8 In what year did the most recent major renovation occur?	2021
12.9 Rate the current facility in meeting the needs for public service	good

12.10 Are there plans in progress to undergo major modifications to the facility in the next three years?	no
12.11 Is more than half of the computer network hardware in this facility three years or older?	no
12.12 Does the branch have an established schedule	yes
12.13 Total hours this branch was open to the public in the reporting period	2,582
12.14 Total number of weeks the library worked at least half its established schedule in the reporting period	52

12.1 Branch Library Name	Manvel Branch				
12.2 Branch Library Address	20514B Hwy 6 Street		Manvel City	77578-4733 ZIP	
12.3 Branch Library Phone number	281-489-7596	12.4 Branch Library general email			manvel@bcls.lib.tx.us
12.5 Branch Manager's name	Smith Last		Katie First		
12.6 Square footage	4,800	12.7 In what year was the facility originally built			1978

12.7 Has the building been renovated, expanded or had new construction in this reporting period?	no
12.8 In what year did the most recent major renovation occur?	2020
12.9 Rate the current facility in meeting the needs for public service	adequate
12.10 Are there plans in progress to undergo major modifications to the facility in the next three years?	no
12.11 Is more than half of the computer network hardware in this facility three years or older?	no
12.12 Does the branch have an established schedule	yes
12.13 Total hours this branch was open to the public in the reporting period	2,529
12.14 Total number of weeks the library worked at least half its established schedule in the reporting period	52

12.1 Branch Library Name	Pearland Tom Reid Branch				
12.2 Branch Library Address	3522 Liberty Dr Street		Pearland City	77581-5415 ZIP	
12.3 Branch Library Phone number	281-652-1677	12.4 Branch Library general email			pearland@bcls.lib.tx.us
12.5 Branch Manager's name	Trusty Last		Jennifer First		

12.6 Square footage	32,000	12.7 In what year was the facility originally built	2000

12.7 Has the building been renovated, expanded or had new construction in this reporting period? no

12.8 In what year did the most recent major renovation occur? 2018

12.9 Rate the current facility in meeting the needs for public service good

12.10 Are there plans in progress to undergo major modifications to the facility in the next three years? no

12.11 Is more than half of the computer network hardware in this facility three years or older? no

12.12 Does the branch have an established schedule yes

12.13 Total hours this branch was open to the public in the reporting period 2,887

12.14 Total number of weeks the library worked at least half its established schedule in the reporting period 52

12.1 Branch Library Name	West Pearland Branch			
12.2 Branch Library Address	11801 Shadow Creek Pkwy Street		Pearland City	77584 ZIP
12.3 Branch Library Phone number	713-436-0995	12.4 Branch Library general email		pearlandwest@bcls.lib.tx.us
12.5 Branch Manager's name	Heffernan Last		Grace First	

12.6 Square footage	39,000	12.7 In what year was the facility originally built	2022

12.7 Has the building been renovated, expanded or had new construction in this reporting period? no

12.8 In what year did the most recent major renovation occur? 2022

12.9 Rate the current facility in meeting the needs for public service good

12.10 Are there plans in progress to undergo major modifications to the facility in the next three years? no

12.11 Is more than half of the computer network hardware in this facility three years or older? no

12.12 Does the branch have an established schedule yes

12.13 Total hours this branch was open to the public in the reporting period 2,783

12.14 Total number of weeks the library worked at least half its established schedule in the reporting period 52

12.1 Branch Library Name	Sweeny Branch				
12.2 Branch Library Address	205 W Ashley Wilson Rd Street		Sweeny City	77480-1023 ZIP	
12.3 Branch Library Phone number	979-548-2567	12.4 Branch Library general email			sweeny@bcls.lib.tx.us
12.5 Branch Manager's name	Smith Last		Leslie First		
12.6 Square footage	4,000	12.7 In what year was the facility originally built			1983

12.7 Has the building been renovated, expanded or had new construction in this reporting period?	yes
12.8 In what year did the most recent major renovation occur?	2023
12.9 Rate the current facility in meeting the needs for public service	good
12.10 Are there plans in progress to undergo major modifications to the facility in the next three years?	no
12.11 Is more than half of the computer network hardware in this facility three years or older?	no
12.12 Does the branch have an established schedule	yes
12.13 Total hours this branch was open to the public in the reporting period	2,093
12.14 Total number of weeks the library worked at least half its established schedule in the reporting period	52

12.1 Branch Library Name	West Columbia Branch				
12.2 Branch Library Address	518 E Brazos Ave Street		West Columbia City	77486-2944 ZIP	
12.3 Branch Library Phone number	979-345-3394	12.4 Branch Library general email			westcolumbia@bcls.lib.tx.us
12.5 Branch Manager's name	Newel Last		Natalie First		
12.6 Square footage	5,000	12.7 In what year was the facility originally built			1986

12.7 Has the building been renovated, expanded or had new construction in this reporting period?	no
12.8 In what year did the most recent major renovation occur?	2021
12.9 Rate the current facility in meeting the needs for public service	good
12.10 Are there plans in progress to undergo major modifications to the facility in the next three years?	no

12.11 Is more than half of the computer network hardware in this facility three years or older?	no
12.12 Does the branch have an established schedule	yes
12.13 Total hours this branch was open to the public in the reporting period	2,426
12.14 Total number of weeks the library worked at least half its established schedule in the reporting period	52

12.1 Branch Library Name	JJEAP Branch			
12.2 Branch Library Address	20875 CR 171 Street		Angleton City	77515 ZIP
12.3 Branch Library Phone number	979-864-1505	12.4 Branch Library general email		bcls@bcls.lib.tx.us
12.5 Branch Manager's name	Taylor-Hille Last		Kandy First	
12.6 Square footage	1,200	12.7 In what year was the facility originally built		2015

12.7 Has the building been renovated, expanded or had new construction in this reporting period?	
12.8 In what year did the most recent major renovation occur?	
12.9 Rate the current facility in meeting the needs for public service	good
12.10 Are there plans in progress to undergo major modifications to the facility in the next three years?	no
12.11 Is more than half of the computer network hardware in this facility three years or older?	no
12.12 Does the branch have an established schedule	yes
12.13 Total hours this branch was open to the public in the reporting period	2,064
12.14 Total number of weeks the library worked at least half its established schedule in the reporting period	52

2025 Population and Accreditation Standards Summary (PASS) Tool
Texas Public Libraries Annual Report

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION

Select library city from drop-down menu. Complete information on page 2 from 2025 Texas Public Libraries Annual Report. Check to confirm library has met minimums, obtain signatures, and scan to accreditation@tsl.texas.gov.

Library Name	**Brazoria County Library System**	Library City	**Angleton**

Federated Library System no

SFY 2026 Accreditation (Current) Status	*Accredited*	**Legal Establishment**	*County*

A public library is defined as an entity operated by a single public library agency or board, that is freely open to all persons under identical conditions, and that receives its financial support in whole or part from public funds. *Library Systems Act Sec 441.122 (12)*

If the library is applying for accreditation for state fiscal year 2027 (September 1, 2026, through August 31, 2027). This authorization for application must be completed and submitted on or before April 30, 2026.

The below signed certify, to the best of their ability, that the information contained in this Annual Report is complete and accurate for local fiscal year 2025.

All applicable signatures are necessary, based on library's legal establishment.

Library Director/Head Librarian/Library Manager

Lisa Marie Loranc		**2/10/2026**
Printed Name and Title	**Signature**	**Date**

Governing Authority — *Signature of the Mayor, City Manager, or County Judge, as appropriate. City Secretary, County Clerk or similar positions are not valid substitutions.*

L. M. "Matt" Sebesta, Jr.		**2/24/2026**
Printed Name and Title	**Signature**	**Date**

Advisory Board Chair, *if appropriate*

JoAnn Fuchs		**2/10/2026**
Printed Name and Title	**Signature**	**Date**

Complete the Accreditation Minimums Section below	**Check One**
The library has met all minimum standards of library accreditation.	**X**
The library has **not** met all minimum standards of library accreditation. *Please contact TSLAC staff for options: accreditation@tsl.texas.gov*	

BOTH pages of the application must be completed, signed and forwarded to accreditation staff in the Library Development and Networking Division (LDN): **accreditation@tsl.texas.gov**.

APPLICATION for ACCREDITATION in THE TEXAS STATE LIBRARY SYSTEM
Local Fiscal Year 2025 - State Fiscal Year 2027

Accreditation Minimums				
13 TAC* Section	**Description**	**Minimum Criterion**	**2025 Report Amount**	**Check to confirm ✔ or ✘**
§1.71	**Legal Service Area (LSA)** Population assignment based on sources of local government funding.		↓	**413,224**
§1.74 (a)	**2025 Maintenance of effort (MOE)** Three-year average of amount in **4.2**. Must meet lower amount.	Expenditure average: $9,195,224.67 Per capita average: $9,769,441.55	$9,611,463.00	met
§1.74 (c)	**MOE Exemption:** Libraries that expend at least $17.50 per capita and at least $150,000 of local funds are exempt from the MOE criterion.	$7,231,420.00		
§1.77	Minimum **local government support** - Amount in **4.3** Exemption over $17.50 per capita.	$2,506,203.56	$9,384,421.00	met
§1.81 (A)	Minimum **per capita** expenditures - **(4.2)/LSA**: *$23.26*	$12.13	$24.77	met
§1.81 (B)	**One item per capita** in collection (**6.15**) **OR** expenditures of at least 15 percent of local operating expenditures on collection material.	**Number of items**: 413,224 **OR** 15% 2024 (4.2): $144,171.95	756,978	met
§1.81 (D)	**Open** for not less than the required number of hours per week - amount in **11.3**	64	66	met
§1.81 (E)	**Employ** a library director/head librarian for at least the required number of hours per week. (amount in **8.7)**	40.00	40.00	met
§1.81 (F)	**Employ** the minimum number of required full-time equivalent (FTE) Master's-level librarians over 25,001 LSA (amount in **8.1)**	10.00	19.00	met

13 TAC* Section	Description	2025 Report Question	Check to confirm
§1.75	Non-discrimination compliance with state and federal laws	**7.1**	met
§1.81 (C)	One percent of total items in collection published in or after 2020	**6.2**	met
§1.83 (1)	Website in place	**1.20**	met
§1.83 (2)	Internet access for patrons and staff	**8.10/10.2**	met
§1.83 (3)	Interlibrary loan (ILL) participant	**9.1**	met
§1.83 (4)	Continuing education of director/head librarian obtained	**8.8**	met
§1.83 (5)	Integrated searchable collection catalog	**6.1**	met
§1.83 (6)	Long-Range/Strategic Plan in place	**7.2**	met

2025 Population and Accreditation Standards Summary (PASS) Tool
Texas Public Libraries Annual Report

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION

Select library city from drop-down menu. Complete information on page 2 from 2025 Texas Public Libraries Annual Report. Check to confirm library has met minimums, obtain signatures, and scan to accreditation@tsl.texas.gov.

Library Name	Brazoria County Library System	Library City	Angleton

Federated Library System no

SFY 2026 Accreditation (Current) Status	*Accredited*	Legal Establishment	*County*

A public library is defined as an entity operated by a single public library agency or board, that is freely open to all persons under identical conditions, and that receives its financial support in whole or part from public funds. *Library Systems Act Sec 441.122 (12)*

If the library is applying for accreditation for state fiscal year 2027 (September 1, 2026, through August 31, 2027). This authorization for application must be completed and submitted on or before April 30, 2026.

The below signed certify, to the best of their ability, that the information contained in this Annual Report is complete and accurate for local fiscal year 2025.

All applicable signatures are necessary, based on library's legal establishment.

Library Director/Head Librarian/Library Manager

Lisa Marie Loranc	Lisa M Loranc	2/10/2026
Printed Name and Title	**Signature**	**Date**

Governing Authority — *Signature of the Mayor, City Manager, or County Judge, as appropriate. City Secretary, County Clerk or similar positions are not valid substitutions.*

L. M. "Matt" Sebesta, Jr.	L.M. Sebesta Jr.	2/24/2026
Printed Name and Title	**Signature**	**Date**

Advisory Board Chair, *if appropriate*

JoAnn Fuchs	JoAnn Fuchs	2/10/2026
Printed Name and Title	**Signature**	**Date**

Complete the Accreditation Minimums Section below	**Check One**
The library has met all minimum standards of library accreditation.	X
The library has **not** met all minimum standards of library accreditation. *Please contact TSLAC staff for options: accreditation@tsl.texas.gov*	

BOTH pages of the application must be completed, signed and forwarded to accreditation staff in the Library Development and Networking Division (LDN): **accreditation@tsl.texas.gov**.

APPLICATION for ACCREDITATION in THE TEXAS STATE LIBRARY SYSTEM
Local Fiscal Year 2025 - State Fiscal Year 2027

Accreditation Minimums				
13 TAC* Section	**Description**	**Minimum Criterion**	**2025 Report Amount**	**Check to confirm ✔ or ✖**
§1.71	**Legal Service Area (LSA)** Population assignment based on sources of local government funding.		↓	**413,224**
§1.74 (a)	**2025 Maintenance of effort (MOE)** Three-year average of amount in **4.2**. Must meet lower amount. Expenditure average Per capita average	$9,195,224.67 $9,769,441.55	$9,611,463.00	met
§1.74 (c)	**MOE Exemption:** Libraries that expend at least $17.50 per capita and at least $150,000 of local funds are exempt from the MOE criterion.	$7,231,420.00		
§1.77	Minimum **local government support** - Amount in **4.3** Exemption over $17.50 per capita.	$2,506,203.56	$9,384,421.00	met
§1.81 (A)	Minimum **per capita** expenditures - **(4.2)/LSA**: *$23.26*	$12.13	$24.77	met
§1.81 (B)	**One item per capita** in collection (**6.15**) **OR** expenditures of at least 15 percent of local operating expenditures on collection material. **Number of items** **OR** 15% 2024 (4.2)	413,224 $144,171.95	756,978	met
§1.81 (D)	**Open** for not less than the required number of hours per week - amount in **11.3**	64	66	met
§1.81 (E)	**Employ** a library director/head librarian for at least the required number of hours per week. (amount in **8.7)**	40.00	40.00	met
§1.81 (F)	**Employ** the minimum number of required full-time equivalent (FTE) Master's-level librarians over 25,001 LSA (amount in **8.1)**	10.00	19.00	met

13 TAC* Section	Description	2025 Report Question	Check to confirm
§1.75	Non-discrimination compliance with state and federal laws	**7.1**	met
§1.81 (C)	One percent of total items in collection published in or after 2020	**6.2**	met
§1.83 (1)	Website in place	**1.20**	met
§1.83 (2)	Internet access for patrons and staff	**8.10/10.2**	met
§1.83 (3)	Interlibrary loan (ILL) participant	**9.1**	met
§1.83 (4)	Continuing education of director/head librarian obtained	**8.8**	met
§1.83 (5)	Integrated searchable collection catalog	**6.1**	met
§1.83 (6)	Long-Range/Strategic Plan in place	**7.2**	met

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.28. **2/24/2026**

Reject proposals for CSP #26-20 Replacement Bridge Hanson-Beal Complex for Hanson Riverside County Park

Approval to reject the proposals received for “CSP #26-20 Replacement Bridge Hanson-Beal Complex for Hanson Riverside County Park”. All responsive proposals exceeded the estimated budget.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.29. **2/24/2026**

Renew RFP #23-50 Multifunction Devices for Library Patron Use

Approval to renew “RFP #23-50 Multifunction Devices for Library Patron Use” with the following vendor for a fourth (4th) year of a five (5) year contract per the terms, conditions and pricing of the current contract which is set to expire May 31, 2026.

- The Ohmstede Group Inc., dba Coin Copiers of Sugarland, Texas

The renewal term shall be June 01, 2026 to May 31, 2027.

Further, expenditures will be funded by the department’s current fiscal year budget.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.30. **2/24/2026**

Amendment to RFP #22-43 Generator Service and Emergency Rental

Approve Amendment to “RFP #22-43 Generator Service and Emergency Rental” with Marine Connection Services, Inc., dba Power Field Services of Dickenson, Texas to add the following locations, as per the attached.

- Angleton Tower 3602 CR 45, Angleton, Texas
- Brazoria Tower 1567 CR 348, Brazoria, Texas
- Clute Tower 1432 CR 434A, Clute, Texas
- BCSD Auto Crimes 3602 CR 45, Angleton, Texas
- BCSD Facilities 3602 CR 45, Angleton, Texas
- Manvel Tower 7313 Corporate Drive, Manvel, Texas

Expenditures for additional locations will be funded by the Brazoria County Sheriff’s Department 2026 fiscal year budget.

Further, that the County Judge be authorized to sign any and all documents or amendments related to this agreement and that the final documents be authorized to be attached to the minutes.

Power Field Services
1555 FM 517 west Dickinson TX 77539
havis@powerfieldservices.com
(Phone) 281-337-7683
(Fax) 281-337-7684

January 30, 2026

Brazoria County Sheriff Department

Re: Generator Maintenance

Location: 3602 CR 45, Angleton, Angleton Tower
Model: MTU 8V063 GS50
Summary:
1) Level 1, Full Maintenance--$883.06
2) Level 2, Inspection—$440.50ea. (3x per year)
3) Load Bank Testing, 2 hour - $880.00

Annual Total: $3084.56

Location: 1567 CR 348, Brazoria, Brazoria Tower
Model: MTU 8V063 GS50
Summary:
1) Level 1, Full Maintenance--$1192.36
2) Level 2, Inspection—$607.30ea. (3x per year)
3) Load Bank Testing, 2 hour - $880.00

Annual Total: $3894.26

Location: 1432 CR 434A, Clute, Clute Tower
Model: MTU 8V063 GS50
Summary:
1) Level 1, Full Maintenance--$1045.01
2) Level 2, Inspection—$554.95ea. (3x per year)
3) Load Bank Testing, 2 hour - $880.00

Annual Total: $3589.86

Location: 3602 CR 45, Angleton, BCSD Auto Crimes
Model: Generac SD0100
Summary:
1) Level 1, Full Maintenance--$1429.63
2) Level 2, Inspection—$440.50ea. (3x per year)
3) Load Bank Testing, 2 hour - $860.00

Annual Total: $3611.13

Location: 3602 CR 45, Angleton, BCSD Facilities
Model: MTU DS0010006
Summary:
1) Level 1, Full Maintenance--$1263.65
2) Level 2, Inspection—$440.50ea. (3x per year)
3) Load Bank Testing, 2 hour - $860.00

Annual Total: $3445.15

Location: 7313 Corporate Dr, Manvel, Manvel Tower

Model: MTU 8V063 GS50

Summary:

1) Level 1, Full Maintenance--$988.19
2) Level 2, Inspection—$361.75ea. (3x per year)
3) Load Bank Testing, 2 hour - $880.00

Annual Total: $2953.44

Grand Total, Annual Cost: $20,578.40

****

Note: Load Bank Testing, if accepted, will take place concurrently with one Inspection.

Quoted prices include normal testing, packaging and instructional literature. Special testing, packaging, additional instructional literature, parts, provisioning lists or prints are not included, and prices will be quoted separately.

BY: _____
Power Field Services
Scott Havis

****

ATTACHMENT A
GENERATOR MAINTENANCE TASKS

P.M. LEVEL 1 (inspections)

Visual Inspection - Visual inspection of overall condition of unit to identify foreign objects, loose or broken fittings, guards, and components.

Wipe off unit - Clean oil, coolant, fuel and acid deposits. Police generator area.

COOLING SYSTEM

Radiator/Heat Exchanger - Visual inspection for leaks, damage, and debris.
Coolant - Visual inspection for correct level and condition of coolant (rust, oil, and contaminants). Check coolant conditioner concentration and temperature protection. Check filler cap gasket and sealing surface.
Hoses and Connections - Visual inspection of all hoses for deterioration. Check tightness of connections.
Fan Drive Pulley and Fan - Check for loose or worn pulleys and lube fan drive bearing. Check fan operation and clearance.
Fan Belts - Inspect for wear or deterioration. Check tension and adjust as necessary.
Jacket Water Heater - Inspect for proper operation. Check thermostat settings for proper coolant temperature.
Water Pump - Visual and operational inspection for leaks or unusual noises.

FUEL SYSTEM

Fuel Lines and Connections - Inspect for leaks and tightness of connections. Check line brackets.
Governor and Controls - Inspect governor oil level. Inspect controls and linkage for proper operation. Add oil as necessary.

Check primary fuel filters for contamination

AIR INDUCTION AND EXHAUST SYSTEM

Air Filter Service Indicator - Note reading. Inspect for proper operation. Reset indicator.
Air Filter - Inspect. Clean as necessary.
Air Inlet System - Inspect piping and air filter housing for damage, loose connections, and evidence of leaks.
Clean air filter housing if air filter is cleaned or replaced. Check housing seals and gaskets.
Turbocharger - Inspect for oil leakage or exhaust leakage. Check for unusual noises and proper operation.
Exhaust Manifold - Inspect for damage, loose or missing hardware, evidence of exhaust leakage.
Exhaust System - Inspect silencer and piping for damage, corrosion, or leakage. Check rain cap. Check supports for vibration damage and loose connections.

LUBE OIL SYSTEM

Oil Level - Inspect for correct oil level and contamination. Visually inspect unit for leaks.
Oil Pressure - Operational check of gauge for correct pressure.
Crankcase Breather - Inspect for proper operation. Check connections and inspect hose for deterioration. Note excessive blowby.

STARTING SYSTEM

Batteries - Inspect for damage or leakage, clean battery acid neutralizer. Clean and tighten all battery cable connections.
Batteries (Specific Gravity) - Check electrolyte level and specific gravity.
Battery Charger - Inspect for proper operation, loose terminals, and deteriorated wiring.
Starting Motor - Inspect electrical connections and wiring.
Operational check for abnormal engagement and cranking noises.

ENGINE MONITORS AND SAFETY CONTROLS

Safety Controls - Check for: loose connections, and wiring deterioration.
Remote Annunciator and Alarms - Inspect all panel and system alarms.

CONTROL PANEL

Start Controls-Manual/Auto - Operational check for proper operation. Check automatic start.
Voltmeter - Operational check for correct readings. Check voltage level, voltage gain, and voltage drop adjustment.
Ammeter - Operational check for correct readings, if load is available.
Frequency Meter - Operational check for correct readings. Load and no load readings, if possible.

P.M. LEVEL 2 (Includes All Service Level 1 Inspections, As Well As The Following) - Recommended Annually;

LUBE OIL SYSTEM

Oil Filters - Change. Inspect all gaskets and seals.
Lube Oil - Sample and perform lab testing.
Crankcase Breather - Inspect and clean.

FUEL SYSTEM

Replace primary and secondary fuel filters if applicable.
Inspect for algae and water contamination if applicable.
Recommend corrective action (fuel polishing) if needed.

AIR INDUCTION SYSTEM

Air Filters – Replace
Turbocharger - Inspect turbocharger for proper endplay of rotating assembly. Check for oil leakage or unusual noises.

ENGINE MONITORS AND SAFETY CONTROLS

Gauge Accuracy - Check oil pressure, water temperature, and alternator gauges for accuracy
Safety Controls - Inspect for proper operation, loose connections, and wiring deterioration. Check all safety controls for proper operation.

Remote Annunciator and Alarms - Inspect and test all panel and system alarms for proper operation.
Sending Unit Switches - Check water temperature and oil pressure.

GENERATOR

Vibration Isolators - Check for proper adjustment and condition.

CONTROL PANEL

Circuit Breakers - Inspect for free movement and tight connections. (generator mounted only)

TRANSFER SWITCH PREVENTIVE MAINTENANCE – Performed During Level 2

INTERIOR WIRING COMPONENTS

Perform visual inspection of all wiring and connections for signs of tracking, overheating, and insulation deterioration
Check and tighten, where necessary, all control circuit wiring terminals.
Check all time delay settings and adjust to the customer's specifications.
Check condition of main and arcing contacts and auxiliary contacts.
Check all common and ground wires. Measure and record resistance to ground readings.
Check for proper transfer operation and sequencing of time control parameters.
Verify proper operation of all phase and voltage sensitive controls.
Perform thermal imaging heat scan on all contacts.

ENCLOSURE

Wipe down.
Clean interior of enclosure and remove accumulated dust and/or dirt.
Check door closure, locking bar, and mechanism for proper operation.

MISCELLANEOUS

Record findings of the inspection. Note corrective action taken.
Report unsafe conditions.
Report recommendations for replacement of major components.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.31. **2/24/2026**

Renew RFP #19-16 Aviation Fuel for the Airport

Approval to renew “RFP #19-16 Aviation Fuel for the Airport” with Avfuel Corporation of Ann Arbor, Michigan for a twelve (12) month term, per the current terms, conditions and pricing of the current contract which is set to expire on March 25, 2026.

Further, the renewal term shall be March 25, 2026 to March 25, 2027.

In addition, the renewal will utilize the department’s approved fiscal year annual operating budget.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.32. **2/24/2026**

Amend Court Order H.33 Dated February 10, 2026 Renew Maintenance and Support Services for Odyssey / Tyler Products

Approval to amend court order H.33 “Renew Maintenance and Support Services for Odyssey / Tyler Products” dated February 10, 2026 to correct the contract name to read “Renew Maintenance and Support Service for OSSI Public Safety Software”. All other information on the renewal court order remains the same.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.33. **2/10/2026**

Renew Maintenance and Support Services for Odyssey / Tyler Products

Approval to renew “C #12-41 OSSI Public Safety Software” for an additional twelve (12) month period with Central Square Technologies, LLC of Lake Mary, Florida, per the terms and conditions of the current contract which is set to expire on March 31, 2026. The current cost of $204,261.37 will be decreased to $190,338.77 due to the removal of several modules no longer in use.

In addition, the expenditure will utilize funds from Information Systems approved Fiscal Year 2026 budget.

Further, the renewal term shall be April 1, 2026 to March 31, 2027. This contract allows for perpetual renewals.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.33. **2/24/2026**

Advertise Bids for Solar Road Reconstruction Package I CR 722, CR 4 and CR 5

Approval to advertise bids for “Solar Road Reconstruction Package I-CR 722, CR 4 and CR 5” for the Engineering Department.

In addition, expenditure for the project will utilize funds from the departments approved fiscal 2026 budget.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.34. **2/24/2026**

Advertise for Bids for Solar Road Reconstruction Package II-CR 23

Approval to advertise bids for “Solar Road Reconstruction Package II-CR 23” for the Engineering Department.

In addition, the project will utilize funds from the departments approved fiscal 2026 budget.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.35. **2/24/2026**

Transfer of Surplus Vehicle

Approve the transfer of a surplus 2014 Ford Expedition from Constable Precinct 2 to the Parks Department as per the attached form.

BRAZORIA COUNTY
TRANSFER OF COUNTY PROPERTY

Date: 2-9-2026

Transfer From: Constable Pct 2 Dept #: 32200 Fund: 100

Transfer To: Parks Dept. Dept #: 56000 Fund: 1000

TYPE OF ASSET:

General Property ____

Track Asset ($2,000-$4,999) ____

Capital Asset ($5,000+) X

Comments: _____

Completed By: Willie Howell Date: 2-9-2026

Department Head Willie Howell Date: 2-9-2026
Signature

Please fill in the property/equipment information below.

Item Description (year, make, model, color)	**Serial or VIN #**	**Equip #**	**PeopleSoft Asset ID #**	**Condition/Defects**
2014 Ford	1FMJU1FXTFEF1973			FAIR
Expedition Black		118	1000005320	

SEND ORIGINAL TO PURCHASING
RETAIN A COPY FOR YOUR RECORDS

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.36. **2/24/2026**

Sell Surplus Vehicles

Approval to sell surplus vehicles via online auction through GovDeals of Montgomery, Alabama utilizing the BuyBoard Purchasing cooperative contract #708-23 as per the attached form.

BRAZORIA COUNTY
DISPOSAL OF COUNTY PROPERTY

Date: 1/22/2026

Department: Mosquito Control Dept #: 49900 Fund: 39900

TYPE OF ASSET:

Track Asset ($2,000-$4,999) ____ General Property ____

Capital Asset ($5,000+) X

TYPE OF TRANSACTION:

Disposal via Auction X Disposal via Trash____

Disposal via Sale (non-Auction) ____ Non-Profit _____

Entity Name _____ Disposal via Scrap ____

Dollar Amount _____ Scrap Yard _____

Disposal via Trade-In ____

Vendor _____

Dollar Amount _____

GRANT: *(complete if Grant purchased item. Attach all Grant paperwork)*

Grant Name _____

Grant approval to dispose Yes ____ No ____

Comments: _____

Completed By: Tiffany Walker Date: 1/22/2026

Department Head Fran Henderson Date: 1/22/2026
Signature

Item Description (year, make, model, color)	**Serial or VIN #**	**Equip #**	**PeopleSoft Asset ID #**	**Condition/Defects**
2008 Ford F-150, white	1FTRF12298KD16152	23		Transmission issues, interior defects, holes in cab and bed, bald tires, d ented spare rim, moisture gets into headlights.
2017 Ford F-150 4x4, white	1FTMF1E8XHKC48146	4		Frame rusted, holes in bed and cab, transmission pan leaking, driver seat worn out, bald tires

SEND ORIGINAL TO PURCHASING
RETAIN A COPY FOR YOUR RECORDS

Vehicle Inspection Form

Inventory ID:	Asset Number:	Fair Market Value:

Short Description:
Year 2008 Make Ford Model F-150

VIN: 1FTRF12298KD16152 **Title:** ☑ Clean Title ☐ Salvage Title ☐ No Title ☐ Court Documents Only ☐ SF97 Form ☐ Other

Odometer: 80,937.8 ☑ Miles ☐ Kilometers ☐ Hours **Odometer Accurate?** ☐ Yes ☐ No ☐ Unknown

Long Description:

This Vehicle: ☑ Starts ☐ Starts with a Boost & ☐ Runs/Drivable ☑ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: 4.2 L, V 6 ☑ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☑ Runs ☐ Needs repair ☐ is in unknown condition

Repairs needed: _____

This vehicle was maintained every 5,000 ☐ Days ☐ Hours ☑ Miles/Kilometers

Date Removed from Service: 12/2025 Maintenance Records: ☑ Available ☐ Not Available For Inspection

Transmission: ☑ Automatic ☐ Manual ___ Speed Condition: ☐ Operable ☑ Needs repair ☐ Is Unknown Condition

Repairs Needed: transmission fluid leak, original transmission was replaced in 2024

Drivetrain: ☑ 2 Wheel Drive ☐ 4 Wheel Drive Condition: _____

Exterior: Color: White Windows: ☑ No Cracked Glass ☐ Cracked _____

Minor: ☐ Dents ☐ Scratches ☐ Dings Tire Condition: bald Tread: _____ #Flat _____ Hubcaps # _____

Major Damage to: _____

Additional Damage: holes in bed, moisture in headlights

Decals: ☑ None ☐ Have Been Sprayed or ☐ Have been Removed & ☐ Impressions Remain ☐ No impressions

Emergency equip: ☑ None ☐ Has been removed & ☐ There are holes in the exterior ☐ There are no holes

Interior: Color grey ☐ Cloth ☑ Vinyl ☐ Leather

Damage to Seats: _____

Damage to Dash/Floor: dashboard cut and glove box on floor

Radio: ☑ Stock or ☐ Brand & Model: _____ ☐ AM ☑ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD

AC Condition: ☑ Cold ☐ Unknown ☐ No AC Air Bags: ☑ Driver's Side ☑ Dual

☐ Cruise Control ☐ Tilt Steering ☐ Remote Mirrors ☐ Climate Control

Power: ☑ Steering ☐ Windows ☐ Door Locks ☐ Seats

Additional Equipment: _____

Manufacturer _____ Model _____ Serial # _____

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand_____ ☐ Hitch: Type_____

Location of Asset: _____

Vehicle Inspection Form

Inventory ID:	Asset Number:	Fair Market Value:

Short Description:
Year 2017 Make FORD Model F-150

VIN: 1FTMF1E8XHKC48146 **Title:** ☑ Clean Title ☐ Salvage Title ☐ No Title ☐ Court Documents Only ☐ SF97 Form ☐ Other

Odometer: 127,533.9 ☑ Miles ☐ Kilometers ☐ Hours **Odometer Accurate?** ☑ Yes ☐ No ☐ Unknown

Long Description:

This Vehicle: ☑ Starts ☐ Starts with a Boost & ☑ Runs/Drivable ☐ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: 3.5 L, V 6 ☑ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☑ Runs ☐ Needs repair ☐ is in unknown condition

Repairs needed: _____

This vehicle was maintained every 5,000 ☐ Days ☐ Hours ☑ Miles/Kilometers

Date Removed from Service: 1/2026 Maintenance Records: ☑ Available ☐ Not Available For Inspection

Transmission: ☑ Automatic ☐ Manual ___ Speed Condition: ☑ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed: transmission pan leaking

Drivetrain: ☐ 2 Wheel Drive ☑ 4 Wheel Drive Condition: _____

Exterior: Color: WHITE Windows: ☐ No Cracked Glass ☑ Cracked rock chips

Minor: ☐ Dents ☐ Scratches ☐ Dings Tire Condition: bald Tread: _____ #Flat _____ Hubcaps # _____

Major Damage to: _____

Additional Damage: Rusted Frame, holes in bed

Decals: ☑ None ☐ Have Been Sprayed or ☐ Have been Removed & ☐ Impressions Remain ☐ No impressions

Emergency equip: ☑ None ☐ Has been removed & ☐ There are holes in the exterior ☐ There are no holes

Interior: Color grey ☐ Cloth ☑ Vinyl ☐ Leather

Damage to Seats: driver seat is worn and torn

Damage to Dash/Floor: holes in dash

Radio: ☑ Stock or ☐ Brand & Model: _____ ☐ AM ☑ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD

AC Condition: ☑ Cold ☐ Unknown ☐ No AC Air Bags: ☑ Driver's Side ☑ Dual

☑ Cruise Control ☐ Tilt Steering ☐ Remote Mirrors ☐ Climate Control

Power: ☑ Steering ☑ Windows ☑ Door Locks ☐ Seats

Additional Equipment: _____

Manufacturer _____ Model _____ Serial # _____

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand_____ ☐ Hitch: Type_____

Location of Asset: _____





COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.37. **2/24/2026**

Agreement for C #26-43 Medical Oversight to TB Clients

Approve new agreement for “C #26-43 Medical Oversight to TB Clients” with Dr. Sanjay Aggarwal, M.D. for the period of April 20, 2026 to April 19, 2030, for the following rates as per the attached agreement.

- $100.00 for new TB cases or suspects
- $400.00 per month for follow-up visits and Latent TB infection

In addition, the service will utilize funds from the departments approved budget for professional services, account number 571300-10000-45000.

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.

Brazoria County Health Department

434 E. Mulberry St • Angleton, TX 77515 • Phone (979) 864-1484 • Fax (979) 864-3955

Peter Edemekong, MD, MPH, FACPM
Local Health Authority

Cathy Sbrusch, RN, BSN, CIC
Director, Public Health Services

February 4, 2026

Sanjay Aggarwal, MD
215 Oak Dr. South, Ste. H
Lake Jackson, Texas 77566

RE: Agreement to provide Medical Oversight to TB clients

Dear Dr. Aggarwal,

The Brazoria County Health Department would like to formalize its relationship with you to provide medical oversight of new TB cases or suspects identified through our TB Program.

We would like to make the proposal for obtaining these services from you at the following rates:

1. **New TB cases or suspects $100.00 (Billed to: Brazoria County Health Department)**
   (*Those clients that do not have a private physician must be followed by BCHD- they will be referred to you; we follow standing orders established by DSHS guidelines). Appointments will be scheduled through your office at (979) 297-1007

2. **Follow-up visits & LTBI cases $400.00/month (Billed to: Texas DSHS)**
   (*This flat rate fee is for all patients seen/charts reviewed; billed monthly) It includes:
   *Follow-up visits on TB cases or suspects (assess clinical response, problem evaluations, and quarterly medical reviews)
   *Evaluations on new LTBIs (Latent TB infection – Positive PPD, normal CXR, no S/S) or high risk contacts needing window prophylaxis.
   *Follow-up LTBI visits for completion of therapy, adverse events, drug challenge, etc.)

We would use the following procedure for clients to present for treatment:

1. Clients will be seen at BCHD by TB nurse for assessment
2. Labs and CXR will be ordered through you per SDO's or individual patient orders based on DSHS guidelines (See Addendum A)
3. Appointments will be scheduled through the Brazoria County Health Department's TB program

Contact term shall be 04-20-2026 to 04/19/30

Optional renewals as follows:

1st: April 20, 2026 to April 19, 2027
2nd: April 20, 2027 to April 19, 2028
3rd: April 20, 2028 to April 19, 2029
4th: April 20, 2029 to April 19, 2030

Please contact us at (979) 864-1484 if you have any questions about this agreement or if you would like to submit any counterproposal. If you agree with the proposed pricing and the services to be provided, please indicate your approval with an official signature below.

Kind regards,

County Judge
Brazoria County, Texas

Sanjay Aggarwal, MD
Pulmonologist

ADDENDUM A

Dr. Aggarwal to provide:

1. Initial patient visit (in MD office) as needed or per patient request, for physician evaluation and orders for follow-up labs and CXR's as indicated, then another visit 2-3 months into treatment.

2. Orders for Chest X-rays (CXR) to be done through TridentConnect/Mobilex or Sweeny Hospital; CXR to be paid for by DSHS.

3. Orders for medication for cases/suspects upon initial notification (before client is seen by MD)

4. Once a month on-site visit to Brazoria County Health Department (BCHD) to:
   a. See suspects, cases or problematic patients
   b. See initial LTBI cases & high risk contacts
   c. Review medical records/renew orders

5. Medical review of records (for cases and suspects) on a quarterly basis (attention to lab & CXR results)

6. Review of abnormal labs with recommendations

7. Availability by phone for emerging issues and problems

8. Standing Delegation Orders SDO's) for:
   a. Tuberculosis Services (Prevention and Control)
   b. Directly Observed Therapy (D.O.T.) for Tuberculosis Services
   c. Tuberculin Skin Testing (TST)
   d. Interferon-Gamma Release Assays (IGRAs)

9. American Thoracic Society Classification (ATS) including final disposition within 90 days on all patients initially classified as TB V (suspect).

10. Orders for discontinuation of therapy.

BCHD staff to provide:

1. Initial nursing assessment and development of case management plan
2. TB 400A and 400B forms
3. Nursing assessment one time per month
4. Monitoring of lab results
5. Communication with clients and physician regarding overall case management

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.38. **2/24/2026**

Renewal of Pollution Liability Insurance

Upon final review by the District Attorney's Office, approve the renewal from Arthur J. Gallagher & Co. for "Pollution Liability Insurance" in the amount of $32,722.89. Policy period shall be March 1, 2026 to March 1, 2027.

Such expenditure will be funded by the County's general fund for the Fiscal Year 2026 budget.

Further, that the County Judge is authorized to sign any documents or amendments related to this agreement in order to bind coverage for the renewal period; and that the final documents be authorized to attach to the Minutes.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.39. **2/24/2026**

Sale of Surplus Law Enforcement Equipment

Approval to sell as surplus 13 Axon X26 Tasers to the City of Angleton, Texas for use by their police department, for $500, per Texas Local Government Code 263.152(a)(1).

Brazoria County Constable Precinct 2 has upgraded department tasers to the Axon Taser 10 model.

Further, that the County Judge be authorized to sign any documents or amendments related to the sale; and that the final documents be authorized to attach to the minutes.

SUMMARY

Texas Local Government Code 263.152(a)(1)

(a) The commissioners court of a county may:

(1) periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;

The City of Angleton PD still uses the Axon X26 models. Per the above Texas Local Government, the County may sell surplus or salvage property without the usual requirement of competitive bid or auction. This is assisting one of our law enforcement partners in getting equipment necessary to assist in protecting the public.

BRAZORIA COUNTY
DISPOSAL OF COUNTY PROPERTY

Date: _____01/07/2026_____

Department: _Constable Pct. 2_____ Dept #: _3200_____ Fund: _100_____

TYPE OF ASSET:

Track Asset ($2,000-$4,999) ____ General Property ____

Capital Asset ($5,000+) XXXX ____

TYPE OF TRANSACTION:

Disposal via Auction ____ Disposal via Trash____

Disposal via Sale (non-Auction) ____ Non-Profit _____

Entity Name _Angleton Police department Disposal via Scrap ____

Dollar Amount __$0.00_____ Scrap Yard _____

Disposal via Trade-In ____

Vendor _____

Dollar Amount _____

GRANT: *(complete if Grant purchased item. Attach all Grant paperwork)*

Grant Name _____

Grant approval to dispose N/A

State/Federal Funds: No

Comments: The Angleton Police Department continues to use the Axon X26 as our department has upgraded to the Axon Taser 10. This working relationship will give us use of there training room and gun range for training. This will also save us money in training when applicable.

_____

_____

Completed By: Willie Howell_____ Date: __01/07/2026_____

Department Head: _____ Date: 2-12-2026
Signature

Item Description (year, make, model, color)	Serial or VIN #	Equip #	PeopleSoft Asset ID #	Condition/Defects
Axon X26 Taser 11003 H (Yellow)	X130081A8	N/A	N/A	GOOD

SEND ORIGINAL TO PURCHASING
RETAIN A COPY FOR YOUR RECORDS

Axon X26 Taser 11002 D (Black)	X120074DA	N/A	N/A	GOOD
Axon X26 Taser 11002 D (Black)	X1200749T	N/A	N/A	GOOD
Axon X26 Taser 11002 D (Black)	X1200749E	N/A	N/A	GOOD
Axon X26 Taser 11002 D (Black)	X120074DP	N/A	N/A	GOOD
Axon X26 Taser 11003 H (Yellow)	X13008190	N/A	N/A	GOOD
Axon X26 Taser 11003 H (Yellow)	X13008186	N/A	N/A	GOOD
Axon X26 Taser 11002 D (Black)	X1200755H	N/A	N/A	GOOD
Axon X26 Taser 11002 D (Black)	X1200749Y	N/A	N/A	GOOD
Axon X26 Taser 11002 D (Black)	X120073W0	N/A	N/A	GOOD
Axon X26 Taser 11002 D (Black)	X120074DH	N/A	N/A	GOOD
Axon X26 Taser 11002 D (Black)	X120074DP	N/A	N/A	GOOD
Axon X26 Taser 11003 H (Yellow)	X13008190	N/A	N/A	GOOD

SEND ORIGINAL TO PURCHASING
RETAIN A COPY FOR YOUR RECORDS

BUYER AGREEMENT AND
RELEASE OF LIABILITY

This Buyer Agreement and Release of Liability, dated as of _____, is executed and delivered by Brazoria County, Texas ("Seller") and _____ ("Purchaser") with reference to the following:

In consideration of the payment by Purchaser to Seller of the sum of _____ and _____/100 Dollars ($_____) (the "Purchase Price"), Seller sells, transfers and conveys to Purchaser all of Seller's right, title and interest in and to:

_____

_____

Seller acknowledges that it has received the Purchase Price from Purchaser, and Purchaser acknowledges that it has taken possession of the Personal Property. Seller and Purchaser acknowledge and agree that the Personal Property is being sold, transferred and conveyed by Seller to Purchaser **"as is," "where is" and "with any and all faults," and without any representations or warranties of any kind**, express or implied, including, but not limited to, warranties of merchantability or fitness for a particular purpose. Accordingly, Purchaser fully and forever releases, waives and discharges Seller from any and all claims, suits, damages, losses, and other liabilities, in any way arising out of or in connection with Purchaser's ownership, possession or use of the Personal Property.

This Buyer Agreement and Release of Liability shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without regard to the conflicts or choice of law principles thereof.

IN WITNESS WHEREOF, Seller and Purchaser have duly executed and delivered this Buyer Agreement and Release of Liability effective as of the date first written above.

"SELLER" BRAZORIA COUNTY, TEXAS

By: _____
Print Name: L.M. "Matt" Sebesta
Title: County Judge

"PURCHASER" City of Angleton, Texas

By:
Print Name:
Title:

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.40. **2/24/2026**

Amend Contract with Carr, Riggs, & Ingram, L.L.C.

Approval to amend the contract with Carr, Riggs, & Ingram, LLC, of Winter Park, Florida, for RFSQ #21-62 Courthouse Expansion Auditing Services for Phase Task Order 3, awarded by Court Order 7.U.3 dated November 9, 2021.

The addendum is to revise procedures previously specified on October 5, 2021, and are revised according to the Addendum's attached Exhibit A.

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.

CARR, RIGGS & INGRAM, L.L.C.

Carr, Riggs & Ingram, L.L.C.
1031 West Morse Boulevard
Suite 200
Winter Park, FL 32789

407.644.7455
407.628.5277 (fax)
CRIadv.com

January 30, 2026

Susan P. Serrano, CPPB, CPPO
Purchasing Director
Brazoria County
111 E. Locust Street, Bldg A-29, Suite 100
Angleton, TX 77515

Re: Brazoria County Courthouse Expansion Project – Phase Task Order 5A

Dear Ms. Serrano,

This letter constitutes an addendum to our original agreed-upon procedures engagement letter dated November 28, 2023. The purpose of this letter is to communicate revised procedures in connection with the Brazoria County Courthouse Expansion Project – Phase Task Order 5A. The procedures, specified on November 28, 2023, are revised as follows:

- Specific document names and dates were added throughout the procedures.
- Original procedures 6.d., 11.a.-b., 12.a., 13.c.-f., 16.a.-b., 17.b., 18.c.-d. and 21. in the original agreement were removed, as they were not applicable to the engagement.
- Original procedures 13.a.-b. and 18.b. & e. were edited to more clearly reflect the procedures performed.

The clarified procedures are detailed on the attached Exhibit A. This Exhibit A supersedes the Exhibit A attached to the engagement letter mentioned above.

All the terms of our original engagement letter will apply to this addendum. This addendum will become effective as soon as you sign this letter and return the signed copy to us.

Sincerely,

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, L.L.C.

RESPONSE:
This letter correctly sets forth the understanding of Brazoria County, Texas.

By: _____

Title: _____

EXHIBIT A

Brazoria County, Texas
Courthouse Expansion Project
Phased Task Order 5A
Agreed-Upon Procedures

1. Obtain a copy of the Master Terms and Conditions for Construction Manager Construction Management Agreement (the Agreement), dated July 16, 2021, between Brazoria County, Texas (the "County") and SpawGlass Construction Corp. (the "Construction Manager") and exhibits, attachments, and amendments to the Agreement (collectively referred to as the "contract documents"), relative to the Courthouse Expansion Project Phased Task Order 5A (the "Project").

2. Inquire of the County and the Construction Manager as to whether there are any disputed provisions between the two parties, relative to the contract documents, or if there are any other unresolved disputes. Inquire of the Construction Manager as to whether there are any disputes between the Construction Manager and its subcontractors.

3. Obtain from the Construction Manager, a copy of the final job cost detail, dated May 2, 2025 (the "final job cost detail").

4. Obtain from the Construction Manager and the County, a copy of the final payment application request issued to the County, dated March 31, 2025 ("final pay application").

5. Obtain from the Construction Manager a reconciliation between the final job cost detail and the final pay application.

6. From the final job cost detail, select all subcontractors with total costs listed in excess of $50,000 ("selected subcontractors") and perform the following:
    a. Obtain the subcontract and related change orders, executed between the selected subcontractors and the Construction Manager. Compare the total amount recorded in the final job cost detail to the original subcontract amount plus/minus the related change orders.
    b. Obtain the applicable labor, equipment, and material pricing estimates, vendor invoices, subcontractor markups, or other appropriate documentation ("supporting documentation") for the subcontractor change orders in 6.a. above. Compare the change order amounts to the supporting documentation.
    c. Obtain from the Construction Manager the final lien releases or individual payment lien releases totaling the final subcontract value submitted by the selected subcontractor to the Construction Manager. If the Construction Manager does not have the lien releases available, for those payments where the lien release is not available, obtain cancelled checks reflecting such payments made by the Construction Manager to the selected subcontractor (collectively the "payment documentation"). If the Construction Manager provides no lien releases for the selected subcontractors, obtain a check register reflecting all payments to the selected subcontractors and choose a sample (at least 20) of cancelled checks. Compare the final subcontract amount to the payment documentation.

7. Trace and agree subcontractor costs and credits included in Owner change orders and contingency usage to corresponding change orders with the subcontractor, which have been reviewed in accordance with 6. above.

8. If there are reimbursable labor charges included in the final job cost detail, from the total number of Construction Manager employee payroll transactions listed in the final job cost detail, select a sample of at least 10 Construction Manager payroll transactions. Each sampled payroll transaction will be for a specific, identified time period of the Project.

9. From the items selected in 8. above, perform the following:
    a. Obtain copy of, or access to, the original timesheet and a payroll register for the time period of the selected transaction, showing gross pay to the employee for each employee selected.
    b. Compare the amount listed for each sample in the final job cost detail to the items obtained in 9.a. above.

10. If the labor burden is included in reimbursable labor (if any) and is not a fixed percentage, obtain from the Construction Manager a detailed, itemized listing of the labor burden being charged to the labor in the final job cost detail, and perform the following:
    a. Compare the labor burden rate components to the stipulations stated in the contract documents.
    b. Obtain supporting documentation for each component of the labor burden detail obtained in 10.a. above.
    c. Recalculate the labor burden being charged to the final job cost detail by multiplying the gross labor by the labor burden rate from 10.a. above.

11. From the final job cost detail, select all non-subcontractor vendors for which the costs exceed $50,000.

12. From the final job cost detail, select amounts for payment and performance bond costs and builder's risk insurance (as applicable) and perform the following:
    a. Obtain a copy of or access to the original invoices and a copy of the cancelled check or other proof of payment paid directly to a third party. Compare the documentation obtained to the amounts recorded in the final job cost detail.

13. From the final job cost detail, select amounts for general liability insurance and perform the following:
    a. Because contractor controlled insurance is charged to the Project at an agreed upon rate, obtain the agreed upon rates from the contract documents and recalculate the amounts to be charged to the Project based on the provisions of the contract documents.
    b. Compare the results of the recalculations in 13.a. above to the amounts charged by the Construction Manager.

14. Inquire of the Construction Manager to determine if there are any expenditures, in the final job cost detail, to entities related by common ownership or management to the Construction Manager.

15. If there are expenditures to entities related by common ownership or management noted in 14. above, perform the following:

a. Report the entity and volume of the transactions to the County.
b. Determine if such transactions are properly authorized by the County, in accordance with the contract documents.

16. From the final job cost detail, select at least five transactions (unless internal charges total less than $3,000) determined to be the Construction Manager's internal charges to the Project.

17. From the final job cost detail, select at least five transactions determined to be equipment rental charges on the Project.
    a. Obtain the vendor invoices for the selected transactions.

18. Inquire of the Construction Manager to determine whether they are using a subcontractor default insurance program ("subguard") for subcontractor bonding requirements. If so, perform the following:
    a. Inspect the final job cost detail, as well as, subcontracts and change order line items for the selected subcontractors noted in 6. above, for line items described as subcontractor bond costs.
    b. Because the subguard is charged to the Project at an agreed upon rate, obtain the agreed upon rate from the contract documents and recalculate the amounts to be charged to the Project based on the provisions of the contract documents.
    c. Compare the results of the recalculations in 18.b. above to the amounts charged by the Construction Manager.
    d. Obtain written representation that the subcontractors on the Project, enrolled in subguard, have not included bond costs in their payment applications.

19. Obtain all signed and executed change orders between the County and the Construction Manager for the duration of the Project. The final change order may be in draft form and not yet executed.

20. Obtain from the County, a log of the ODPs plus sales tax savings for the entirety of the Project.

21. Recalculate the adjusted guaranteed maximum price ("GMP") as follows:
    a. Obtain the original GMP amount, including any fixed or percentage-based Construction Manager fees or lump sums from the contract documents noted in 1. above.
    b. Add to the original GMP amount the additive change orders and subtract the deductive change orders from 19. above to get the adjusted guaranteed maximum price ("adjusted GMP").

22. For the adjusted GMP amount recalculated in 21.b. above, perform the following:
    a. Obtain the final contract value, per the draft final pay application, noted in 4. above.
    b. Compare the adjusted GMP amount recalculated in 21.b. above to the final contract value noted in 22.a. above.

23. Recalculate the final construction costs as follows:
    a. Starting with the final job cost detail, adjust for any reductions identified in the application of the above procedures (e.g. subcontractor markup differences, non-reimbursable items, repair/rework items, etc., as applicable) to reach the adjusted final job costs.
    b. Utilizing the adjusted final job costs, add the fixed lump sum amounts to reach the final construction costs.

c. Compare the adjusted GMP amount recalculated in 21.b. above to the final construction costs amount from 23.b. above.

24. Obtain, from the County and/or the Construction Manager, all of the Project's contingency logs and usage documents and inspect all contingency usage forms for the County's designated representative's signature of approval.

25. Compare the ending balances in the contingency funds, per the contingency logs obtained in 24. above, to the change order amount of the funds returning to the County, as obtained in 19. above.

CRI CARR RIGGS & INGRAM
CPAs and Advisors

Carr, Riggs & Ingram, LLC
1031 West Morse Boulevard
Suite 200
Winter Park, FL 32789

407.644.7455
407.628.5277 (fax)
CRIcpa.com

November 28, 2023

Susan P. Serrano, C.T.P.M., C.T.C.M.
Purchasing Director
Brazoria County Courthouse West Annex
451 N. Velasco St., Suite 100
Angleton, TX 77515

Dear Ms. Serrano,

The purpose of this letter is to confirm our understanding of the nature and limitations of the services we are to provide for Brazoria County, Texas (the "County"), for the Courthouse Expansion Project Phased Task Order 5A, with an estimated guaranteed maximum price (GMP) of $18,482,579, in accordance with our discussions.

We will apply the procedures described in the attachment to this letter. By signing this engagement letter, you (the "County") agree to those procedures and acknowledge that the procedures to be performed are appropriate for the intended purpose of the engagement, which is to assist you in determining the final change order value and the final contract value (collectively the "subject matter") for the Brazoria County Courthouse Expansion Project Phased Task Order 5A (the "Project"), as provided by SpawGlass Construction Corp. (the "Construction Manager"). Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the AICPA. Those standards require that we obtain your written agreement to the procedures to be applied and your acknowledgment that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. A refusal to provide such agreement and acknowledgment will result in our withdrawal from the engagement. No other parties will be requested to agree to the procedures and acknowledge that the procedures performed are appropriate for their purposes. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

Because the agreed-upon procedures do not constitute an examination or review, we will not express an opinion or conclusion on the construction costs of the Project. In addition, we have no obligation to perform any procedures beyond those to which you agree.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the County. If we encounter restrictions in performing our procedures, we will discuss the matter with you. If we determine the restrictions are appropriate we will disclose the restrictions in our report. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you. Our report is not expected to be restricted to the use of specified parties.

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There may exist circumstances that, in our professional judgment, will require we withdraw from the engagement. Such circumstances include the following:

- You refuse to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement.
- You fail to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the written representations, or we conclude that the written representations provided are otherwise not reliable.
- We determine that the description of the procedures performed or the corresponding findings are misleading in the circumstances of the engagement.
- We determine that restrictions on the performance of procedures are not appropriate.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, should any such matters come to our attention, we will communicate them in accordance with professional standards and applicable law. In addition, if, in connection with this engagement, matters come to our attention that contradict subject matter as presented by the Construction Manager, we will communicate such matters to you.

The Construction Manager is responsible for the construction costs that support the ultimate contract value, and that such costs are in accordance with the contract documents between the Construction Manager and the County. In addition, you are responsible for providing us with (1) access to all information of which you or the appropriate party are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request from the appropriate party for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from you confirming, among other things, your responsibility for selecting the criteria and for determining such criteria are appropriate for your purposes. We will also request certain written representations in the form of a representation letter from the Construction Manager's management that, among other things, will confirm the Construction Manager's management's responsibility for the construction costs and final contract value in accordance with the contract documents between the Construction Manager and the Owner.

Any nonattest services provided by CRI do not constitute an audit or attest services under auditing or attestation standards generally accepted in the United States of America and such services will not be conducted in accordance with auditing or attestation standards generally accepted in the United States of America. We will perform any such services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Matthew Incinelli is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

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We plan to begin our procedures as soon as possible after being engaged and receiving all the information requested from the County and the Construction Manager. Additionally, we will need confirmation from the Construction Manager that their job cost information is complete and available. Unless unforeseen problems are encountered, we would expect the engagement to be completed with 90 days of the commencement of our procedures and the date all necessary information is received or made available. If we encounter any significant delays, we will inform you promptly.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or Act of God, copies of which you have provided to us pursuant to this agreement, we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

Dispute Resolution

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, if the dispute cannot be settled through negotiation, the parties agree that before initiating litigation or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its *Dispute Resolution Rules for Professional Accounting and Related Services Disputes*. The costs of any mediation proceedings shall be shared equally by all parties.

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Fees

Based on the size and nature of the project, and other information you have supplied, we estimate our fees for these services not to exceed $19,800, which includes travel and out of pocket expenses. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation.

If significant additional time is needed we will discuss it with you immediately and arrive at a new fee estimate before we incur additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we may require that they acknowledge in writing their agreement with the procedures performed or to be performed and their acknowledgment that the procedures are appropriate for their purposes.

Sincerely,

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Enclosures

Accepted by: Brazoria County, Texas

Signature: _____
L.M. "Matt" Sebesta, Jr.

Title: County Judge

Date: December 5, 2023

COPY

EXHIBIT A

Brazoria County, Texas
Courthouse Expansion Project
Phased Task Order 5A
Agreed-Upon Procedures

1. Obtain a copy of the Construction Management Agreement (the "Agreement"), dated [DATE], between Brazoria County, Texas (the "County") and SpawGlass Construction Corp. (the "Construction Manager") and exhibits, attachments, and amendments to the Agreement (collectively referred to as the "contract documents"), relative to the Courthouse Expansion Project Phased Task Order 5A (the "Project"). (Note: The specific dates not yet identified throughout this Exhibit will be communicated in the agreed upon procedures report.)

2. Inquire of the County and the Construction Manager as to whether there are any disputed provisions between the two parties, relative to the contract documents, or if there are any other unresolved disputes. Inquire of the Construction Manager as to whether there are any disputes between the Construction Manager and its subcontractors.

3. Obtain from the Construction Manager, a copy of the final job cost detail, dated [DATE] (the "final job cost detail").

4. Obtain from the Construction Manager and the County, a copy of the final payment application request issued to the County, dated [DATE] ("final pay application").

5. Obtain from the Construction Manager a reconciliation between the final job cost detail and the final pay application.

6. From the final job cost detail, select all subcontractors with total costs listed in excess of $50,000 ("selected subcontractors") and perform the following:
    a. Obtain the subcontract and related change orders, executed between the selected subcontractors and the Construction Manager. Compare the total amount recorded in the final job cost detail to the original subcontract amount plus/minus the related change orders.
    b. Obtain the applicable labor, equipment, and material pricing estimates, vendor invoices, subcontractor markups, or other appropriate documentation ("supporting documentation") for the subcontractor change orders in 6.a. above. Compare the change order amounts to the supporting documentation.
    c. Obtain from the Construction Manager the final lien releases or individual payment lien releases totaling the final subcontract value submitted by the selected subcontractor to the Construction Manager. If the Construction Manager does not have the lien releases available, for those payments where the lien release is not available, obtain cancelled checks reflecting such payments made by the Construction Manager to the selected subcontractor (collectively the "payment documentation"). If the Construction Manager provides no lien releases for the selected subcontractors, obtain a check register reflecting all payments to the selected subcontractors and choose a sample (at least 20) of cancelled checks. Compare the final subcontract amount to the payment documentation.

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d. Obtain a listing of owner direct purchases ("ODP") from the County related to each selected subcontractor. Compare the ODP amounts to the sum of the deductive ODP change orders, per the selected subcontractor.

7. Trace and agree subcontractor costs and credits included in Owner change orders and contingency usage to corresponding change orders with the subcontractor, which have been reviewed in accordance with 6. above.

8. If there are reimbursable labor charges included in the final job cost detail, from the total number of Construction Manager employee payroll transactions listed in the final job cost detail, select a sample of at least 10 Construction Manager payroll transactions. Each sampled payroll transaction will be for a specific, identified time period of the Project.

9. From the items selected in 8. above, perform the following:
    a. Obtain copy of, or access to, the original timesheet and a payroll register for the time period of the selected transaction, showing gross pay to the employee for each employee selected.
    b. Compare the amount listed for each sample in the final job cost detail to the items obtained in 9.a. above.

10. If the labor burden is included in reimbursable labor (if any) and is not a fixed percentage, obtain from the Construction Manager a detailed, itemized listing of the labor burden being charged to the labor in the final job cost detail, and perform the following:
    a. Compare the labor burden rate components to the stipulations stated in the contract documents.
    b. Obtain supporting documentation for each component of the labor burden detail obtained in 10.a. above.
    c. Recalculate the labor burden being charged to the final job cost detail by multiplying the gross labor by the labor burden rate from 10.a. above.

11. From the final job cost detail, select all non-subcontractor vendors for which the costs exceed $50,000 and perform the following:
    a. For each non-subcontractor vendor selected, obtain a copy of or access to at least five of the original invoices or pricing documents reflected in the final job cost detail, and a copy of the cancelled check or other proof of payment for each item selected.
    b. Compare the documents obtained in 11.a. to the amount recorded in the final job cost detail.

12. From the final job cost detail, select amounts for payment and performance bond costs and builder's risk insurance (as applicable) and perform the following:
    a. Obtain a copy of or access to the original invoices and a copy of the cancelled check or other proof of payment paid directly to a third party. Compare the documentation obtained to the amounts recorded in the final job cost detail.

13. From the final job cost detail, select amounts for general liability insurance and perform the following:
    a. Where applicable, obtain the Construction Manager's internal allocation for general liability insurance charges.

COPY

b. Inspect the internal allocation method and calculation. Compare the documentation obtained in 13.a. above to the amounts recorded to the final job cost detail.
c. If applicable, obtain third party invoices for internal allocation amounts.
d. If there is a self-insured portion of the premium, inquire regarding the calculation methodology for the self-insured portion of the premium. Obtain third party invoices or documentation for the calculation of the self-insured portion of the premium. Specifically inquire if that portion of the premium is based on actuarial calculations. If so, obtain the actuarial report supporting the calculation.
e. If applicable, obtain supporting documentation for the allocation base, i.e. annual company-wide revenue for the Construction Manager.
f. If applicable, recalculate the Construction Manager's internal allocations and compare the recalculation to the amounts in the final job cost detail.

14. Inquire of the Construction Manager to determine if there are any expenditures, in the final job cost detail, to entities related by common ownership or management to the Construction Manager.

15. If there are expenditures to entities related by common ownership or management noted in 14. above, perform the following:
    a. Report the entity and volume of the transactions to the County.
    b. Determine if such transactions are properly authorized by the County, in accordance with the contract documents.

16. From the final job cost detail, select at least five transactions (unless internal charges total less than $3,000) determined to be the Construction Manager's internal charges to the Project, and perform the following:
    a. Obtain calculations for internal charge rates and vendor invoices that support the calculation of the Construction Manager's internal rates.
    b. Compare the internal charge rates recorded in the final job cost detail to the supporting documentation obtained in 16.a. above.

17. From the final job cost detail, select at least five transactions determined to be equipment rental charges on the Project.
    a. Obtain the vendor invoices for the selected transactions.
    b. Inspect the vendor invoices and agree charges to the final job cost detail and to compliance with contractual requirements.

18. Inquire of the Construction Manager to determine whether they are using a subcontractor default insurance program ("subguard") for subcontractor bonding requirements. If so, perform the following:
    a. Inspect the final job cost detail, as well as, subcontracts and change order line items for the selected subcontractors noted in 6. above, for line items described as subcontractor bond costs.
    b. Obtain an invoice and cancelled checks for the subguard charges found in the final job cost detail, if paid to a third party.
    c. If the charges for subguard are the result of an internal allocation, obtain the internal allocation calculations that support the amounts in the final job cost detail and compare the calculations to the amounts in the final job cost detail.

COPY

d. If there is a self-insured portion of the premium, inquire regarding the calculation methodology for the self-insured portion of the premium. Obtain third party invoices or documentation for the calculation of the self-insured portion of the premium. Specifically inquire if that portion of the premium is based on actuarial calculations. If so, obtain the actuarial report supporting the calculation.
e. If internal allocation are used, recalculate the internal allocations and compare the recalculation to the charges in the final job cost detail.
f. Obtain written representation that the subcontractors on the Project, enrolled in subguard, have not included bond costs in their payment applications.

19. Obtain all signed and executed change orders between the County and the Construction Manager for the duration of the Project. The final change order may be in draft form and not yet executed.

20. Obtain from the County, a log of the ODPs plus sales tax savings for the entirety of the Project.

21. Compare the ODP plus sales tax savings amount per the log obtained in 20. above, to the total change order amounts obtained in 19. above relative to ODPs.

22. Recalculate the adjusted guaranteed maximum price ("GMP") as follows:
    a. Obtain the original GMP amount, including any fixed or percentage-based Construction Manager fees or lump sums from the contract documents noted in 1. above.
    b. Add to the original GMP amount the additive change orders and subtract the deductive change orders from 19. above to get the adjusted guaranteed maximum price ("adjusted GMP").

23. For the adjusted GMP amount recalculated in 22.b. above, perform the following:
    a. Obtain the final contract value, per the draft final pay application, noted in 4. above.
    b. Compare the adjusted GMP amount recalculated in 22.b. above to the final contract value noted in 23.a. above.

24. Recalculate the final construction costs as follows:
    a. Starting with the final job cost detail, adjust for any reductions identified in the application of the above procedures (e.g. subcontractor markup differences, non-reimbursable items, repair/rework items, etc., as applicable) to reach the adjusted final job costs.
    b. Utilizing the adjusted final job costs, add the fixed lump sum amounts to reach the final construction costs.
    c. Compare the adjusted GMP amount recalculated in 22.b. above to the final construction costs amount from 24.b. above.

25. Obtain, from the County and/or the Construction Manager, all of the Project's contingency logs and usage documents and inspect all contingency usage forms for the County's designated representative's signature of approval.

26. Compare the ending balances in the contingency funds, per the contingency logs obtained in 25. above, to the change order amount of the funds returning to the County, as obtained in 19. above.

COPY

November 9, 2021

THE COMMISSIONERS' COURT OF BRAZORIA COUNTY

REGULAR SESSION

ORDER NO. 7.U.3

RE: Award RFSQ #21-62 Courthouse Expansion - Auditing Services

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Upon recommendation of the evaluation committee and final review by the District Attorney's Office, award "RFSQ #21-62 Courthouse Expansion - Auditing Services" to the highest ranked firm, Carr, Riggs & Ingram, LLC of Winter Park, Florida, for auditing services in the amount of $27,000.00.

Further, that the County Judge be authorized to sign the applicable professional services agreement.

21-62 Summary

A total of two hundred and eighty (280) vendors were notified of our solicitation which was posted in our Bonfire electronic procurement portal as well as advertised in The Facts and the Electronic State Business Daily (ESBD) website. There were thirty-eight (38) document takers resulting in three (3) responses, one (1) of which was a non-response.

At the recommendation of the evaluation committee and upon final review by the District Attorney's Office, award "RFSQ #21-62 Courthouse Expansion – Auditing Services" to the highest ranked firm, Carr, Riggs & Ingram, LLC of Winter Park, Florida, for auditing services in the amount of $27,000.00.

Evaluation Committee Members:

Commissioner Adams, Commissioner Precinct Three
Matt Hanks, County Engineer
Clay Forister, Assistant County Engineer
Kaysie Stewart, County Auditor
Gerald Hendrick Facilities Management
Natasha Stulberg, Purchasing Designee, (non-voting member)

21-62 - Courthouse Expansion Project-Auditing Services
Scoring Summary

Active Submissions

	Total	General Information	Large Governmental Projects & Experience	Staff Experience & Client Relationships
Supplier	**/ 100 pts**	**/ 20 pts**	**/ 50 pts**	**/ 30 pts**
Carr, Riggs & Ingram LLC	85.4	18.4	41.4	25.6
Elite Image Tax and Notary Service LLC	39	9	17	13

BrazoriaCounty TX

Court Order

Passed
Nov 9, 2021 9:00 AM

Award RFSQ #21-62 Courthouse Expansion - Auditing Services

Information

Department:	Purchasing	**Sponsors:**	
Category:	Award		

Attachments

Printout
Professional Services Agreement - Courthouse Expansion CRI ADT 2021-11-01
21-62 Award Summary
21-62 - Scoring Summary
Bonfire Vendor Invites

Body

Upon recommendation of the evaluation committee and final review by the District Attorney's Office, award "RFSQ #21-62 Courthouse Expansion - Auditing Services" to the highest ranked firm, Carr, Riggs & Ingram, LLC of Winter Park, Florida, for auditing services in the amount of $27,000.00.

Further, that the County Judge be authorized to sign the applicable professional services agreement.

Meeting History

Nov 9, 2021 9:00 AM Media **Commissioners' Court** **Regular Session** Draft

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	Stacy L. Adams, Commissioner
SECONDER:	Ryan Cade, Commissioner
AYES:	L.M. "Matt" Sebesta, Donald "Dude" Payne, Ryan Cade, Stacy L. Adams, David R. Linder

Powered by Granicus

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.41. **2/24/2026**

Rescind Court Order H.29 Dated October 28, 2025 Amend Tyler Technologies Software as a Service Agreement

Rescind court order H.29 dated October 28, 2025 “Amend Tyler Technologies Software as a Service Agreement”. The court order was not needed as court order H.46 dated July 22, 2025 provides authorization for executing agreements or amendments.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.29. **10/28/2025**

Amend Tyler Technologies Software as a Service Agreement

Approve Amendment to Tyler Technologies Software as a Service Agreement initially approved by Court Order H.26 dated July 22, 2025 in order to correct grammatical errors contained in the executed agreement.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.46. **7/22/2025**

Amend Agreement with Tyler Technologies

Approve the attached Tyler Technologies Software as a Service Agreement to replace the original Agreements and any amendments as approved by Commissioners Court Order No. VII.B.3.c dated July 10, 2012 - Agreement dated August 14, 2012; Court Order No. 8.K.14 dated January 12, 2021 - Agreement dated February 1, 2021, and pursuant to the sole source justification approved in Court Order No. 7.H.5 dated November 24, 2020.

Further, that County Judge be authorized to execute the Agreement or amendments related to this agreement; and that the final documents be authorized to attach to the minutes.

Further, that a copy of this order be sent to Information Systems and Purchasing Department.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.42. **2/24/2026**

Treasurer’s Monthly Cash and Investment Report for Toll Road Funds for November 2025

Approve the Treasurer’s Monthly Cash and Investment Report for Toll Road Funds for November 2025. It is further requested a certified copy of this court order be returned to the County Treasurer. This report will be published on the County website.

ANGELA DEES, CIO
BRAZORIA COUNTY TREASURER
111 E. Locust, Room 305 Angleton, Texas 77515-4654
979-864-1353 FAX 979-864-1680

Attached is the Monthly Treasurer's Report submitted by Angela Dees, Brazoria County Treasurer for funds of the **Brazoria County Toll Road Authority**, Brazoria County as Agent, for the month of **November 2025** and reflects total cash and other assets in the custody of the County Treasurer at month end to be:

$**77,031,436.43.**

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 November 2025

Account	Beginning Bank Balance 11/1/25	Deposits and Other Credits Received	Checks and Other Debits Disbursed	Ending Bank Balance 11/30/25	Monthly Interest Earned	Interest Rate
FIRST NATIONAL BANK OF LAKE JACKSON						
Brazoria County Toll Road Authority O&M	31,712,393.50	1,615,388.38	428,809.54	33,756,591.42	18909.39	2.65
Brazoria County Toll Road Authority Construction	15,727,646.33	5,887.16	747,350.99	16,480,884.48	5887.16	2.65
Brazoria County Toll Road Authority FM 518	56,509.25	123.55	0.00	56,632.80	123.55	2.65
Brazoria County Toll Road Authority Debt	5,479,894.37	397,660.03	412,895.84	6,290,450.24	810.03	2.65
First National Bank of Lake Jackson Totals	**34,122,004.53**	**2,019,059.12**	**1,589,056.37**	**37,730,120.02**	**25,730.13**	

Total balance of all accounts at First National Bank of Lake Jackson as of last day of month **37,730,120.02**

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 **November 2025**.

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORT IS TRUE AND CORRECT."

Angela Dees, CIO
Brazoria County Treasurer

Safekeeping

Code / Location	Cusip / Trans#	Description / Maturity / FAS 115	Prerefund	Pool / Coupon	Moody / StdPoor	Original Face / Pledged Percent	Pledged Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
FHLB	3137BSK69	FHR 4623 H				$2,500,000.00	$2,500,000.00	$715,641.75	$716,297.88	$672,063.32
	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	$276,019.43	$278,223.68	$251,173.93
	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	$208,383.73	$211,188.52	$187,252.08
	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	$247,126.65	$246,792.32	$216,463.72
	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	$200,679.06	$198,596.81	$169,021.12
	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	$256,346.96	$255,034.33	$218,947.76
	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	$209,773.60	$209,360.91	$181,562.45
	464936201705301	5/15/2047		2.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136B0LE4	FNR 2018-5 JP				$3,000,000.00	$3,000,000.00	$174,796.50	$174,768.40	$164,688.07
	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	$239,961.59	$239,743.47	$216,336.08
	510582201902270	10/25/2047		3.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136B0V45	FNR 2018-6 PA				$2,200,000.00	$2,200,000.00	$244,507.49	$242,876.14	$221,056.29
	507962201901141	2/25/2048		3.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								

** If no data is shown, then there are no pledges for the current period.

Safekeeping

Code / Location	Cusip / Trans#	Description / Maturity / FAS 115 / Prerefund	Pool / Coupon	Moody / StdPoor	Original Face / Pledged Percent	Pledged Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
FHLB	31292HSQ8	FHLMC Pool #C01427	C01427		$4,125,000.00	$4,125,000.00	$8,555.83	$8,575.04	$8,849.12
	0705240009	11/1/2032	6.000		100.00%				
FEDERAL HOME LOAN BANK		AFS							
FHLB	31402RWW5	FNMA Pool #736061	736061		$2,605,235.00	$2,605,235.00	$36,461.64	$36,307.49	$36,240.68
	114200200802131	9/1/2033	4.500		100.00%				
FEDERAL HOME LOAN BANK		AFS							
FHLB	31418D5R9	FNMA Pool #MA4455	MA4455		$2,500,000.00	$2,500,000.00	$1,667,195.23	$1,685,133.31	$1,478,718.81
	623726202108170	9/1/2036	1.500		100.00%				
FEDERAL HOME LOAN BANK		AFS							
FHLB	31418DXQ0	FNMA Pool #MA4286	MA4286		$3,000,000.00	$1,500,000.00	$993,325.68	$1,005,941.64	$832,754.59
	596565202102231	3/1/2041	1.500		50.00%				
FEDERAL HOME LOAN BANK		AFS							
FHLB	31418DR87	FNMA Pool #MA4110	MA4110		$2,000,000.00	$2,000,000.00	$1,121,691.82	$1,154,269.93	$905,956.83
	566731202008111	8/1/2050	2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS							
5	MBS - Fixed Rate					$12,730,235.00	$3,827,230.20	$3,890,227.41	$3,262,520.03
FHLB	31347A6M1	FHLMC Pool #840876	840876		$10,360,000.00	$10,360,000.00	$1,136,075.11	$1,134,702.37	$1,170,714.04
	676296202208051	11/1/2046	6.217		100.00%				
FEDERAL HOME LOAN BANK		AFS							
1	MBS - Variable Rate					$10,360,000.00	$1,136,075.11	$1,134,702.37	$1,170,714.04
FHLB	3137AXSF1	FHR 4153 KG			$2,000,000.00	$2,000,000.00	$204,928.40	$206,471.01	$188,385.45
	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	$266,955.83	$264,116.79	$250,396.69
	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	$164,638.74	$166,419.32	$155,634.76
	359834201406231	4/25/2043	3.000		100.00%				
FEDERAL HOME LOAN BANK		AFS							

** If no data is shown, then there are no pledges for the current period.

Safekeeping

Code / Location	Cusip / Trans#	Description / Maturity / FAS 115 / Prerefund	Pool Coupon	Moody StdPoor	Original Face / Pledged Percent	Pledged Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
FHLB	38381TUS2	GNR 2019-44 NK			$2,450,000.00	$2,450,000.00	$940,806.96	$931,406.85	$835,747.99
	515890201904291	2/20/2049	2.500		100.00%				
FEDERAL HOME LOAN BANK		AFS							
FHLB	3137FFAM9	FHR 5071 MP			$2,150,000.00	$2,150,000.00	$1,342,249.04	$1,337,591.20	$1,131,278.63
	620483202107261	11/25/2049	1.000		100.00%				
FEDERAL HOME LOAN BANK		AFS							
FHLB	3136BAXR0	FNR 2020-46 PD			$3,000,000.00	$3,000,000.00	$923,112.24	$937,686.72	$719,438.32
	562070202006291	7/25/2050	1.750		100.00%				
FEDERAL HOME LOAN BANK		AFS							
FHLB	3136BBLL4	FNR 2020-56 PE			$3,000,000.00	$3,000,000.00	$889,212.60	$910,372.71	$706,510.71
	565826202007300	8/25/2050	2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS							
FHLB	3136BBWU2	FNR 2020-62 PA			$2,500,000.00	$2,500,000.00	$1,600,215.53	$1,648,427.40	$1,264,785.39
	570109202008311	9/25/2050	2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS							
FHLB	3136BHZ28	FNR 2021-45 JG			$2,000,000.00	$2,000,000.00	$1,501,517.14	$1,528,197.56	$1,238,172.81
	623728202108170	7/25/2051	2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS							
19 CMOs - Fixed Rate						$43,800,000.00	$10,606,873.24	$10,703,572.02	$8,988,915.57
Total Pledged	25 To: BCTR	BRAZORIA COUNTY TOLL ROAD AUTHORITY				$66,890,235.00	$15,570,178.55	$15,728,501.80	$13,422,149.64

$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	$15,570,178.55	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 November 2025

Current Date: 11/30/2025

Descr	Type	CUSIP	Coupon	Settle Date	Maturity Date	Next Call Date	Purch Price	Purch Cost	Book Value	Mkt Price	Mkt Value	Days to Mat	Interest Earned
TexPool	LGIP		3.990				100.00	10,457,274.75	10,457,274.75	100.00	10,457,274.75	1	34,169.55
Texas Class	LGIP		4.107				100.00	28,695,144.08	28,695,144.08	100.00	28,695,144.08	1	96,688.04
US Bank	Cash		3.890				100.00	148,897.58	148,897.58	100.00	148,897.58	1	2,028.73
Depository	Cash		3.020				100.00	37,730,120.02	37,730,120.02	100.00	37,730,120.02	1	25,730.13
								77,031,436.43	**77,031,436.43**		**77,031,436.43**		**158,616.45**

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															
Texpool	36,536.77	34,169.55															
Texas Class	109,958.69	96,688.04															
US Bank	1,116.05	2,028.73															
Total Per Month	170,765.43	158,616.45															

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%															
TEXPOOL	4.14%	3.99%															
TEXAS CLASS	4.28%	4.11%															
US BANK	4.04%	3.89%															

Brazoria County Toll Road Authority US Bank Activity and Interest Report for November 2025

Fund	Beginning Balance 11/1/25	Credits	Debits	Interest Earned	Ending Balance 11/30/25	Avg. Yield	Expected Maturity	Mark to Mkt 11/30/25
Brazoria County Toll Road	146,868.85	412,895.84	-412895.84	2,028.73	148,897.58	3.890	12/1/2025	148,897.58
US Bank Totals	**145,752.80**	**412,895.84**	**-412895.84**	**2,028.73**	**148,897.58**			**148,897.58**

Brazoria County Toll Road Authority Texas Class Activity and Interest Report for November 2025

Fund	Beginning Balance 11/1/25	Credits	Debits	Interest Earned	Ending Balance 11/30/25	Avg. Yield	Expected Maturity	Mark to Mkt 11/30/2025
Toll Road Funds Construction	2,141.03			7.24	2,148.27	4.107	12/1/2025	2,148.27
Toll Road Funds O & M	12,655,091.06			42,785.38	12,697,876.44	4.107	12/1/2025	12,697,876.44
BCTRA LMTD REV BD 2024	15,941,223.95		-	53,895.42	15,995,119.37	4.107	12/1/2025	15,995,119.37
Texas Class Totals	**30,488,497.35**	**0.00**	**-**	**96,688.04**	**28,695,144.08**			**28,695,144.08**

Brazoria County Toll Road Authority Texpool Activity and Interest Report for November 2025

Fund	Beginning Balance 11/1/25	Credits	Debits	Interest Earned	Ending Balance 11/30/25	Avg. Yield	Expected Maturity	Mark to Mkt 11/30/25
Toll Road Funds Construction	0.00	0.00	0.00	0.00	0.00	3.990	12/1/2025	0.00
Toll Road Funds O & M	10,423,105.20	0.00	0.00	34,169.55	10,457,274.75	3.990	12/1/2025	10,423,105.20
Texpool Totals	**10,423,105.20**	**0.00**	-	**34,169.55**	**10,457,274.75**			**10,423,105.20**

BRAZORIA COUNTY TOLL ROAD AUTHORITY

Limited Contract Tax and Subordinate Lien Toll Road Revenue Refunding Bonds

Series 2020

Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT	Estimated Monthly Installment Due to US BANK
2025	624,625.00		624,625.00	1,249,250.00	104,104.17
2026	624,625.00	550,000.00	610,875.00	1,785,500.00	148,791.67
2027	610,875.00	580,000.00	596,375.00	1,787,250.00	148,937.50
2028	596,375.00	610,000.00	581,125.00	1,787,500.00	148,958.33
2029	581,125.00	640,000.00	565,125.00	1,786,250.00	148,854.17
2030	565,125.00	675,000.00	548,250.00	1,788,375.00	149,031.25
2031	548,250.00	710,000.00	530,500.00	1,788,750.00	149,062.50
2032	530,500.00	745,000.00	511,875.00	1,787,375.00	148,947.92
2033	511,875.00	785,000.00	492,250.00	1,789,125.00	149,093.75
2034	492,250.00	825,000.00	471,625.00	1,788,875.00	149,072.92
2035	471,625.00	865,000.00	450,000.00	1,786,625.00	148,885.42
2036	450,000.00	910,000.00	427,250.00	1,787,250.00	148,937.50
2037	427,250.00	955,000.00	403,375.00	1,785,625.00	148,802.08
2038	403,375.00	1,005,000.00	378,250.00	1,786,625.00	148,885.42
2039	378,250.00	1,060,000.00	351,750.00	1,790,000.00	149,166.67
2040	351,750.00	1,110,000.00	324,000.00	1,785,750.00	148,812.50
2041	324,000.00	1,170,000.00	294,750.00	1,788,750.00	149,062.50
2042	294,750.00	1,230,000.00	264,000.00	1,788,750.00	149,062.50
2043	264,000.00	1,290,000.00	231,750.00	1,785,750.00	148,812.50
2044	231,750.00	1,360,000.00	197,750.00	1,789,500.00	149,125.00
2045	197,750.00	1,430,000.00	162,000.00	1,789,750.00	149,145.83
2046	162,000.00	1,500,000.00	124,500.00	1,786,500.00	148,875.00
2047	124,500.00	1,575,000.00	85,125.00	1,784,625.00	148,718.75
2048	85,125.00	1,660,000.00	43,625.00	1,788,750.00	149,062.50
2049	43,625.00	1,745,000.00		1,788,625.00	298,104.17
	9,895,375.00	24,985,000.00	9,270,750.00	44,151,125.00	

Debt History:

Date of Receipt	2-Feb-20
Amount of Issue	$24,985,000.00

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

Refunded: Brazoria County Toll Road Authority Limited Contract Tax and Subordinate Lien Toll Road Revenue Bonds, Series 2020 BANS

P:\Treas\BRAZORIA COUNTY TOLL ROAD AUTHORITY\BCTRA Debt Serv Bond schedule and wires\BCTRA Debt Service Payment Schedule.x
Prepared by Cathy Campbell, CCT, CIO Brazoria County Treasurer

BRAZORIA COUNTY TOLL ROAD AUTHORITY

Limited Contract Tax and Subordinate Lien Toll Road Revenue Bonds

Series 2017A

Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT	Estimated Monthly Installment Due to US BANK
2025	1,035,750.00		1,035,750.00	2,071,500.00	172,625.00
2026	1,302,750.00		1,302,750.00	2,605,500.00	217,125.00
2027	1,302,750.00		1,302,750.00	2,605,500.00	217,125.00
2028	1,283,375.00	1,550,000.00	1,283,375.00	4,116,750.00	343,062.50
2029	1,243,625.00	1,630,000.00	1,243,625.00	4,117,250.00	343,104.17
2030	1,201,812.50	1,715,000.00	1,201,812.50	4,118,625.00	343,218.75
2031	1,157,875.00	1,800,000.00	1,157,875.00	4,115,750.00	342,979.17
2032	1,111,750.00	1,890,000.00	1,111,750.00	4,113,500.00	342,791.67
2033	1,063,312.50	1,985,000.00	1,063,312.50	4,111,625.00	342,635.42
2034	1,012,437.50	2,085,000.00	1,012,437.50	4,109,875.00	342,489.58
2035	959,000.00	2,190,000.00	959,000.00	4,108,000.00	342,333.33
2036	902,812.50	2,305,000.00	902,812.50	4,110,625.00	342,552.08
2037	1,191,212.50	1,928,275.00	1,191,212.50	4,310,700.00	359,225.00
2038	1,151,649.50	2,005,701.00	1,151,649.50	4,309,000.00	359,083.33
2039	1,110,593.00	2,086,814.00	1,110,593.00	4,308,000.00	359,000.00
2040	1,068,550.00	2,175,301.00	1,068,550.00	4,312,401.00	359,366.75
2041	1,024,106.50	2,263,787.00	1,024,106.50	4,312,000.00	359,333.33
2042	977,869.50	2,355,961.00	977,869.50	4,311,700.00	359,308.33
2043	929,739.00	2,451,822.00	929,739.00	4,311,300.00	359,275.00
2044	879,615.50	2,551,369.00	879,615.50	4,310,600.00	359,216.67
2045	687,558.00	2,934,284.00	687,558.00	4,309,400.00	359,116.67
2046	281,200.00	3,750,000.00	281,200.00	4,312,400.00	359,366.67
2047	204,700.00	3,900,000.00	204,700.00	4,309,400.00	359,116.67
2048	125,100.00	4,060,000.00	125,100.00	4,310,200.00	359,183.33
2049	84,500.00	4,225,000.00		4,309,500.00	718,250.00
	23,293,643.50	53,838,314.00	23,209,143.50	100,341,101.00	

17,150,000.00	Series 2017A Serial Current Interest Bonds (CIBs)
17,000,000.00	Series 2017A Current Interest Term Bonds (CIBs)
19,688,313.00	Series 2017A Convertible Capital Appreciation Bonds (CABs)
53,838,313.00	

Debt History:

Date of Receipt	22-Jun-17
Amount of Issue	$53,838,313.00

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639
BRAZORI17CIB

Brazoria County Toll Road Authority Limited Contract Tax and Subordinate Lien
Toll Road Revenue Bonds, Series 2017A CIB

*Int due from closing to Sept 2017 debt payment, then monthly installments to US Bank thereafter begin Sept 2017
Int calculations include compounded interest from Series 2017A Convertible CABs.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.1. **2/24/2026**

Appointing Grievance Committee

That according to Local Government Code §152.014 the following Elected Officials and Grand Jury Members be nominated to the Grievance Committee for the period of January 1, 2026 to December 31, 2026. Further, that each Grand Jury Member's letter of acceptance be filed in the office of the County Clerk.

Elected Officials:

1. Brazoria County Judge (non-voting member)
2. Brazoria County Sheriff
3. Brazoria County Tax Assessor Collector
4. Brazoria County Treasurer
5. Brazoria County Clerk
6. Brazoria County District Clerk
7. Brazoria County District Attorney

Grand Jury Members Responding yes to letters of acceptance:

First Three (3) responses are considered Committee Members:

1. Ravi K. Singhania - Lake Jackson
2. Angela Ritter - Brazoria
3. Raquel Green - Rosharon

Remaining six (6) are alternates:

1. Kevin Nguyen - Iowa Colony
2. Robin Rios - Richwood
3. Ann Merrill - Pearland
4. Debbie Dittrich - Damon
5. Giuseppe Castillo - Clute
6. Janice Metzger - Manvel

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.2. **2/24/2026**

Treasurer’s Monthly Cash and Investment Report for November 2025

Approve the Treasurer’s Monthly Cash and Investment Report for November 2025. This order and affidavit must be filed with the County Clerk. It is further requested a certified copy of this court order be returned to the County Treasurer. This report will be published on the County Website.

ANGELA DEES, CIO
BRAZORIA COUNTY TREASURER
111 E. Locust, Room 305 Angleton, Texas 77515-4654
979-864-1353 FAX 979-864-1680

Attached is the Monthly Treasurer's Report submitted by Angela Dees, Brazoria County Treasurer for the month of **November 2025**.

This report is submitted in compliance with the Local Government Code Chapter 114, Chapter 2256 and Chapter 2257. This report contains:

Commissioners' Court Affidavit: 114.026 (d)
Monies received and disbursed: 114.026 (a) (1)
Pledged Securities Management Report: 2257.021
All other proceedings in the Treasurer's office: 114.026 (a) (3)
Brazoria County general ledger fund activity: 114.026 (c)

Brazoria County Investment Portfolio for **November 2025**: 2256.023

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORTS ARE TRUE AND CORRECT."

Angela Dees, CIO
Brazoria County Treasurer

MINUTES OF COUNTY FINANCES
TREASURER'S MONTHLY REPORT AFFIDAVIT
COMMISSIONERS' COURT **February 24, 2026**

BEFORE ME, the undersigned authority, a Notary Public in and for Brazoria County, Texas, on this day personally appeared the Members of Brazoria County Commissioners' Court and who after being duly sworn upon their oaths do hereby state as follows:

The requirements of Subsection (c) of the Texas Local Government Code §114.026 have been met and that we have reviewed and examined the Monthly Report of: ANGELA DEES, Treasurer of Brazoria County, Texas for **November 2025.**

Further, having taken reasonable steps to ensure its accuracy as presented, approve the report and enter this order into the minutes which state total cash and other assets in the custody of the County Treasurer at the time of the examination to be **$173,106,313.19.**

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 **24th day of February, 2026**.

_____
Notary Public in and for Brazoria County, Texas
My Commission Expires: _____

Brazoria County Bank Account Activity and Interest Report for November 2025

Account	Beginning Bank Balance 11/1/2025	Deposits and Other Credits Received	Checks and Other Debits Disbursed	Ending Bank Balance 11/30/2025	Monthly Interest Earned	Interest Rate
FIRST NATIONAL BANK OF LAKE JACKSON						
Payroll	1,902,748.02	12,752,724.83	12,675,777.46	1,979,695.39	5,886.51	2.65
Operating	8,347,808.04	30,142,109.51	24,045,209.90	14,444,707.65	18,218.61	2.65
Comptroller Direct Deposit	272,841.89	2,538,169.02	1,291,972.13	1,519,038.78	1,967.00	2.65
Employee Benefit Trust Fund *	1,272,509.54	2,102,666.45	1,891,833.08	1,483,342.91	3,250.20	2.65
Credit Card Account	847,610.31	591,821.49	519,696.20	919,735.60	2,338.74	2.65
E-Filing / E-Recording	457,547.35	320,189.85	302,611.80	475,125.40	1,246.90	2.65
Parks Credit Card	60,098.33	25,705.72	19,541.88	66,262.17	154.22	2.65
Electronic Collections Clearing	161,399.17	135,043.90	100,091.33	196,351.74	460.17	2.65
Brazoria County Receivables	-	278,462.75	278,462.75	0.00	1.38	2.65
Tax Assessor/Collector Veh Inventory Prop Tax	2,174,880.54	251,211.20	7,379.69	2,418,712.05	5,017.59	2.65
Tax Assessor/Collector Boat Sales Tax *	49,282.27	33,182.07	54,968.08	27,496.26	50.45	2.65
Tax Assessor/Collector Motor Vehicle Acct	3,004,598.47	7,316,411.77	7,229,931.85	3,091,078.39	7,024.92	2.65
Tax Assessor/Collector Boat Collections	4,114.69	37,598.15	40,523.27	1,189.57	11.98	2.65
Tax Assessor/Collector Sales Tax Account *	689,057.29	5,386,825.32	4,991,875.85	1,084,006.76	1,683.60	2.65
Tax Assessor/Collector Tax Account	7,235,897.81	88,809,984.01	81,431,866.73	14,614,015.09	16,221.93	2.65
County Clerk Registry Fund	1,681,206.02	373,017.03	211,191.90	1,843,031.15	3,751.18	2.65
District Clerk Trust Fund	3,773,288.88	363,967.63	830,662.89	3,306,593.62	7,644.18	2.65
Sheriff Barber Shop Ed Training Program *	87,796.07	871.82	980.02	87,687.87	191.08	2.65
Sheriff's Dept Narcotic Unit-Operations	10,926.58	0.00	3,000.00	7,926.58	18.36	2.65
Comm. Super & Corrections Dept. Restitution Acct	127,478.50	35,643.42	46,719.97	116,401.95	284.79	2.65
District Atty Check Collection Account	21,228.34	16,427.61	1,730.88	35,925.07	46.68	2.65
Investment Acct	-	0.00	0.00	0.00	0.00	2.65
County Clerk Juvenile Restitution	1,605.25	780.49	298.48	2,087.26	3.61	2.65
District Clerk Restitution Fund	4,878.62	0.00	412.74	4,465.88	9.85	2.65
District Atty Task Force Operations	20,200.00	0.00	0.00	20,200.00	44.01	2.65
First National Bank of Lake Jackson Totals	**32,209,001.98**	**88,238,595.63**	**91,848,416.41**	**47,745,077.14**	**75,527.94**	

Total Balance of Non-Int Earning Accts: **15,196,732.06**

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 **62,941,809.20**

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: **November 2025.**

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORT IS TRUE AND CORRECT."

Angela Dees, CIO
Brazoria County Treasurer

Safekeeping Code / Location	Cusip / Trans#	Description / Maturity / FAS 115	Prerefund	Pool / Coupon	Moody / StdPoor	Original Face / Pledged Percent	Pledged Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
FHLB	3136BJT47	FNR 2021-75 PB				$2,000,000.00	$2,000,000.00	$1,421,074.90	$1,419,972.04	$1,226,261.87
	637211202110281	11/25/2051		1.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
48	CMOs - Fixed Rate						$125,182,004.00	$42,065,550.21	$42,386,640.93	$35,670,517.25
Total Pledged	131 To: BRC	BRAZORIA COUNTY					$341,652,301.00	$71,981,540.90	$72,376,894.93	$62,443,094.56

$0.00	Munis with Maturity Under 2 Years	$36,641.15	Other securities with Stated Maturity Under 2 Years
$0.00	Munis with Maturity Over 2 Years	$71,944,899.75	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 November 2025

ACTIVITY	COUNT	AMOUNT
Cash Receipts issued	66	$ 107,232.91
Treasurer BCSO Transport Cash/Checks Deposits Processed	23	$ 17,061.70
Treasurer Remote Deposits Processed	44	$ 160,192.54
HealthCare Invoices processed	10	$ 1,813,245.63
Retiree Premium Processed	387	$ 54,390.13
Under 65 Retiree Prepaid 401H Reimbursements processed	148	$ 42,755.00
Over 65 Retiree Prepaid 401H reimbursements processed	275	$ 78,013.00
Wire Transfers executed	79	$ 42,581,503.36
Toll Road Wires Executed	4	$ 836,615.23
EFT files processed	13	$ 10,181,898.93
Account Payables checks printed and distributed (102101)	977	$ 8,578,913.75
Jury Payments Processed	1230	$ 39,694.00
BCCSCD checks printed and distributed	102	$ 44,162.79
HUD checks printed and distributed	94	$ 164,445.74
Payroll checks printed and distributed (102821)	188	$ 137,554.94
Payroll advices printed and distributed (est):		
Stop payments issued	12	$ 26,981.81
Positive Pay files processsed:	6	
General ledger Journal Entries posted - BRAZO		
Toll Road General Ledger Journal Entries Posted		
Reports to State	3	
EFT Set ups, Declines and/or changes to EFT's	5	

Submitted for compliance with Local Government Code Sec. 114.026 subsection (a)(3)
"I certify to the best of my knowledge the above information is true and correct."

Angela Dees, CIO
Brazoria County Treasurer

998 Included

Brazoria County General Ledger Fund Balance Activity
November 1, 2025 - November 30, 2025

General Ledger Fund balances are of the last day of the month and may not include all journal entries and adjustments for that month. Bank accounts have been reconciled or, are in the process of being reconciled to general ledger since this report was generated. Submitted for compliance with Local Government Code Sec. 114.026 subsection (c)

	Cash				Investments			
Fund	**Opening GL Balance**	**GL Debit**	**GL Credit**	**GL Ending Balance**	**Opening GL Balance**	**GL Debit**	**GL Credit**	**GL Ending Balance**
10000 - General Fund	-$18,785,859.59	$125,005,810.81	-$119,793,119.66	-$13,573,168.44	$71,689,053.91	$29,679,263.30	-$25,005,414.71	$76,362,902.50
10100 - General Fund - Construction	-$3,080.00	$198,182.02	-$15,379.04	$179,722.98				
10200 - Juv Prob Fees	$7,900.78	$53.70	$0.00	$7,954.48				
10300 - Unclaimed Juvenile Restitution	$12,392.28	$0.00	$0.00	$12,392.28				
10340 - Constable 4 Marine Team	$55,286.32	$1.64	-$54,279.61	$1,008.35				
10350 - Sheriff Special Response Team	-$3,757.23	$0.00	-$6.10	-$3,763.33				
10351 - Sheriff Drone Team								
10352 - Sheriff Marine Team								
10353 - Sheriff Dive Team								
10400 - Env Health-Retail Food Permits	$51,290.70	$26,032.64	-$35,206.49	$42,116.85				
10500 - District Clerk Contingency	$573,852.88	$938.68	$0.00	$574,791.56	$312,375.60	$1,024.00	$0.00	$313,399.60
10600 - Fire Training Field	$13,967.55	$22.45	-$141.73	$13,848.27				
10700 - Parks Special Events	$27,505.80	$44.66	$0.00	$27,550.46				
10710 - Parks SFA Special Projects	$10,898.50	$17.37	-$11.92	$10,903.95				
10850 - CPS-Donations	$48,252.12	$1,234.07	$0.00	$49,486.19				
20000 - Road and Bridge Non-Construct	$3,386,496.47	$4,165,144.44	-$4,669,877.24	$2,881,763.67	$36,468,314.12	$121,357.11	$0.00	$36,589,671.23
20500 - Road and Bridge Construction	-$16,191.19	$572,523.77	-$272,250.42	$284,082.16				
30000 - USDA-WIC								
30100 - HHSC Women Infants & Children	-$371,322.98	$367,851.82	-$413,685.69	-$417,156.85				
30200 - USDA-WIC Peer Counseling								
30300 - USDA-WIC Registered Diet								
30400 - USDA-WIC Lactation Reimb.								
30502 - HHS-PPCPS-CRI	-$5,966.55	$11,849.62	-$10,787.44	-$4,904.37				
30600 - HHS-RLSS-LPHS	$415.31	$5,863.80	-$3,414.10	$2,865.01				
30701 - HHS-CPS/HCID-PHEP								
30702 - HHS-CPS/UNIQUE								
30705 - HHS-PPCPS-HAZARDS	-$7,998.81	$12,085.59	-$22,707.54	-$18,620.76				
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	-$9,100.58	$6,014.57	-$12,086.24	-$15,172.25				
30711 - COVID Health Disparities								
30712 - COVID-PH Workforce Capacity								
30713 - PHIG-Public Hlth Infrastructur	-$21,322.20	$45,461.60	-$36,406.96	-$12,267.56				
30714 - HHS-Medical Reserve Corps								
30800 - HHS-CPS-Title IV-E-FCM	-$17,953.78	$3,171.47	-$9,785.05	-$24,567.36				
30850 - HHS-CPS-Title IV-E Legal Svcs	-$230,998.98	$38,602.74	-$143,786.22	-$336,182.46				
31100 - DHS-Repetitive Flood Claims								
31300 - DHS-Buffer Zone Protection	$319.21	$0.00	$0.00	$319.21				
31500 - DHS-St Homeland Sec-UASI	-$42,980.00	$0.00	-$240.00	-$43,220.00				
31501 - DHS-St-UASI-M&A	-$209.38	$104.70	-$193.77	-$298.45				
31504 - DHS-Ballistic Vests								
31505 - DHS-Dispatch Console Upgrade								
31506 - DHS-BC Mobile Command Trailer	-$177,015.02	$0.00	$0.00	-$177,015.02				
31508 - DHS-BC Mobile Command Vehicle								
31550 - DHS-Breach Attack Simulation								
31600 - DHS-St Homeland Security	$500.00	$0.00	$0.00	$500.00				
31611 - DHS-Victoria OPSG	-$4,599.49	$0.00	$0.00	-$4,599.49				
32013 - Section8-Adm								
32019 - HUD-2019-Section 8 Housing-ADM								
32022 - HUD-AllYrsSection8 Housing-ADM	$1,471,331.03	$183,636.55	-$189,713.67	$1,465,253.91				
32030 - HUD-AllYrs-Section 8-SVs-ADM	-$9.51	$0.00	-$3.32	-$12.83				
32052 - HUD-AllYrs-Section 8-EHV-ADM	$241,059.92	$4,766.02	-$4,186.97	$241,638.97				
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	$111,368.04	$835,515.00	-$858,302.00	$88,581.04				
32130 - HUD-AllYrs-Section 8-SVs-HAP								
32140 - HUD-AllYrs-Section8-FYI-HAP	$0.00	$0.00	-$1,146.86	-$1,146.86				
32153 - HUD-AllYrs-Section 8-EHV-HAP	$14,652.04	$50,144.00	-$53,396.00	$11,400.04				
32211 - HUD-CDBG-2011								
32212 - HUD-CDBG-PY2012								
32213 - CDBG	-$111,781.14	$226,843.23	-$187,897.94	-$72,835.85				
32214 - HOME	$52,372.02	$29,456.65	-$27,047.14	$54,781.53				
32215 - ESG								
32600 - HUD-Texas CDBG	-$485,708.80	$0.00	-$17.10	-$485,725.90				
32610 - HUD-2016 Flood GLO	-$174,816.01	$226.69	-$576.04	-$175,165.36				
32620 - HUD-Harvey GLO	-$502,886.88	$734,948.71	-$613,618.12	-$381,556.29				
33200 - USDOJ-Crime Vict Assist-VOCA	-$25,773.92	$42,144.90	-$26,895.34	-$10,524.36				

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
33201 - USDOJ-Crime Vict Assist Prog	$0.00	$10,773.01	-$20,176.96	-$9,403.95				
33202 - USDOJ-Crime Victim Assist Prog	$0.00	$10,775.72	-$20,181.92	-$9,406.20				
33250 - USDOJ-CSCD-Victim Svcs Prg								
33251 - USDOJ-CSCD-VSP	-$2,127.62	$1,934.24	-$2,127.62	-$2,321.00				
33300 - USDOJ-Drug Court Program	-$26,471.46	$46,417.12	-$37,511.36	-$17,565.70				
33301 - OOG - Mental Health Court	-$17,079.42	$20,842.68	-$29,074.49	-$25,311.23				
33303 - OOG-Body Worn Cameras								
33305 - OOG-Radio Communications Tower								
33310 - USDOJ-DWI Court Program	-$13,650.30	$20,341.22	-$31,829.99	-$25,139.07				
33320 - USDOJ-Veterans Court Program	$4,039.86	$660.00	-$7,470.24	-$2,770.38				
33330 - USDOJ-Domestic Violence Court	-$13,562.00	$1,999.80	-$14,446.07	-$26,008.27				
33415 - OJP-Edward Byrne Mem JAG Grant	$17,773.00	$0.00	$0.00	$17,773.00				
33500 - USDOJ-DEA-Narcotics OT Exp	-$2,528.34	$5,056.68	-$7,548.17	-$5,019.83				
33510 - USDOJ-Organized Crime Drug Enf								
33517 - Auto Theft Task Force	-$32,966.06	$43,162.69	-$56,457.47	-$46,260.84				
33518 - Texas Anti-Gang Program								
33530 - JLEO - Join Law Enforcement Op								
33900 - USDOJ-SCAAP	$199,664.48	$324.19	$0.00	$199,988.67				
34105 - TPW-HRCP-COL BOTTOMLAND PROJ								
34106 - TPW-Resoft Park Trail Dvlpmt								
34108 - TPW-FM 2918 Boat Ramp Reno	-$18,631.29	$0.00	$0.00	-$18,631.29				
34200 - DOI-Parks Boating Access								
34250 - DOI-Swan Lake Boat Ramp								
34400 - USDOT-CR 257 Repairs								
34600 - FEMA- Flood Disaster 2015								
34610 - FEMA - Flood Disaster 2016								
34615 - FEMA-Harvey 2017	$983,179.36	$0.00	$0.00	$983,179.36				
34616 - FEMA-Hazard Mitigation Grant P	-$345,628.41	$0.00	$0.00	-$345,628.41				
34619 - Fema - Flood Disaster 2019								
34620 - CARES-Coronavirus Relief Fund								
34621 - FEMA-Laura 2020								
34623 - FEMA-DR4485TX COVID19 Pandemic								
34624 - FEMA Winter Storm-inc pd 2.11	-$228,834.05	$0.00	$0.00	-$228,834.05				
34625 - FEMA-Nicholas 2021								
34626 - FEMA-Beryl 2024	-$643,915.09	$147,303.87	-$103,325.20	-$599,936.42				
34627 - January 2025 Winter Storm								
34715 - FCC-E-Rate Library Program	-$16,210.89	$0.00	-$18,037.25	-$34,248.14				
34717 - FCC-Library ECF Funding								
34820 - USDC-SLP Dune Walkover								
34850 - USTREAS-Restore Act Projects	-$295,376.74	$0.00	$0.00	-$295,376.74				
34851 - Emergency Rental Assistance								
34852 - Emergency Rental Assistance 2								
34855 - American Rescue Plan-2021CLFRF	$14,836,851.25	$0.00	-$526,396.31	$14,310,454.94	$4,202,865.05	$14,139.17	$0.00	$4,217,004.22
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)	-$5,334,091.29	$0.00	-$28,289.98	-$5,362,381.27				
34882 - TXDOT-CR59 (CSJ 305)	-$2,141,476.50	$4,501.60	-$2,250.80	-$2,139,225.70				
34883 - TXDOT-CR101 Widening (CSJ303)	-$777,188.46	$0.00	$0.00	-$777,188.46				
34901 - USDOT-22CVANGLE-RescuePlan								
34902 - USDOT-21CRANGLE-Covid19Relief								
34912 - USDOT-1212ANGLE-Wildlife								
34913 - TXDOT 1312ANGLE-APRON								
34922 - TXDOT - 2212ANGLE								
34923 - TXDOT - 2612ANGLE	-$1,600,000.00	$0.00	$0.00	-$1,600,000.00				
34925 - TXDOT ? CARES 20CRANGLE								
34960 - TDEM-Airport Generator								
35000 - TJJD-State Aid	$194,278.12	$104,288.17	-$223,804.09	$74,762.20				
35010 - TJJD-Salary Adjustment Grant	$657,358.74	$77,828.54	-$166,903.69	$568,283.59				
35015 - Supplemental & Emergent Funds								
35020 - TJJD-PREA Audit Support	$9,881.75	$0.00	-$9,881.75	$0.00				
35650 - TJPC-JJAEP-Boot Camp-8/31	-$31,769.54	$47,070.73	-$110,408.12	-$95,106.93				
35800 - TJPC-JJAEP-Boot Camp-7/31								
35900 - TJJD-Mental Health Services								
35950 - TJJD-RDA-RegDiversionAlt-"R"								
36120 - SOS-Voting machines reimb								
36135 - NRA Foundation	$3,000.00	$0.00	$0.00	$3,000.00				
36150 - H-GAC-Tire Collection Grant	-$23,917.55	$0.00	$0.00	-$23,917.55				
36410 - Texas Veterans Treatment Crt								
36602 - GLO-CEPRA-SLP	$15,036.50	$0.00	$0.00	$15,036.50				
36603 - GLO-Follett Dune Restoration	$696,147.70	$1,157.46	-$104,536.52	$592,768.64				
36605 - GLO-Beach User Fees	-$26,330.18	$47,032.40	-$97,480.71	-$76,778.49				
36606 - GLO_CMP_SJP	-$143.81	$6,544.28	-$18,265.05	-$11,864.58				
36801 - TXDOT-CR 48 PROJECT								
36802 - TXDOT-CTIF(Cty Trans Infr Fnd)								
37000 - OAG-VAG Grant	-$7,131.11	$14,060.91	-$15,993.27	-$9,063.47				
37100 - OAG-TEXAS VINE CONTR	-$7,798.44	$15,596.88	-$7,798.44	$0.00				
37200 - DFPS-CPS-Title IV-B-Concr Svc								
37300 - TDHCA-Amy Young Barrier Remova								
37400 - TDH-Immunization	-$24,976.57	$49,606.63	-$49,236.74	-$24,606.68				
37710 - OAG-Opioid Settlement	$247,232.89	$0.00	$0.00	$247,232.89				
37800 - OAG-Regional Juv Mental Hlth S								
37913 - TXDOT-M312ANGLE-FY13RAMP								
37914 - TXDOT-M212ANGLE-FY14RAMP								

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
37916 - TXDOT-M1612ANGL-FY16RAMP								
37917 - TXDOT-FY17RAMP								
37924 - TXDOT-FY24RAMP								
37925 - TXDOT-FY25RAMP								
37926 - TXDOT-FY26RAMP								
38000 - Fire Code Inspection & Permit	$122,670.26	$112,112.02	-$179,869.98	$54,912.30				
38010 - Economic Development Tax Abate	$1,926.57	$2,006.38	$0.00	$3,932.95				
38020 - BC Industrial Development Corp	$103,788.22	$234.48	$0.00	$104,022.70				
38100 - Vital Statistics Fee	$154,051.86	$1,610.69	-$466.00	$155,196.55				
38110 - CC Records Mgmt-Recording	$778,422.55	$86,444.21	-$41,540.97	$823,325.79	$1,119,292.76	$3,669.28	$0.00	$1,122,962.04
38120 - CC Records Archive	$2,801,479.51	$96,036.51	-$56,370.97	$2,841,145.05				
38130 - CC Records Mgmt-Criminal	$156,356.60	$4,241.29	-$1,602.87	$158,995.02				
38200 - CC Records Mgmt-Civ,Crim,Prob	$202,016.98	$0.00	-$457,126.35	-$255,109.37	$369,315.15	$1,210.72	$0.00	$370,525.87
38210 - County Graffiti Eradication	$3,393.52	$5.51	$0.00	$3,399.03				
38220 - CC-DC Technology	$161,475.65	$1,193.95	-$392.57	$162,277.03				
38230 - CC Records Preservation	$126,452.65	$250.59	$0.00	$126,703.24				
38240 - CC-DC Specialty Court	$223,869.01	$5,303.06	-$2,079.67	$227,092.40				
38250 - CCSB41 Consolidated Rec Mgmt	$183,457.79	$8,680.13	-$4,260.00	$187,877.92				
38251 - CCSB41 Clerk of Court Account	$4,207.93	$6,964.86	-$5,020.00	$6,152.79				
38300 - Child Abuse Prevention Fund	$2,469.53	$42.09	$0.00	$2,511.62				
38320 - DC Records Management	$78,663.08	$1,955.05	-$860.73	$79,757.40				
38330 - DC Records Archive	$46,371.10	$58.59	$0.00	$46,429.69				
38340 - DC Records Preservation	$23,485.79	$58.24	$0.00	$23,544.03				
38350 - DC Records Technology	$41,056.13	$67.37	$0.00	$41,123.50				
38360 - DCSB41 Consolidated Rec Mgmt	$569,031.19	$41,247.57	-$9,000.00	$601,278.76				
38361 - DCSB41 Clerk of Court Account	$8,734.16	$17,124.79	-$8,529.29	$17,329.66				
38400 - Justice Court Bldg Security	-$11,849.73	$41,162.82	-$65,659.48	-$36,346.39				
38410 - Justice Court Technology Fund	$806,241.39	$9,813.80	-$3,583.62	$812,471.57				
38420 - JPSB41 Support Fund	$1,073,808.02	$40,518.58	-$13,049.07	$1,101,277.53				
38440 - Specialty Court Stipends								
38500 - Courthouse Security	$205,876.38	$29,510.10	-$14,783.99	$220,602.49				
38501 - Courthouse Attny Access Card	$22,543.79	$1,732.08	-$3,938.80	$20,337.07				
38510 - SB41 Court Facility Fee Fund	$466,080.35	$27,335.08	-$8,625.00	$484,790.43				
38511 - SB41 County Jury Fund	$242,640.06	$13,680.78	-$4,330.00	$251,990.84				
38512 - SB41 Language Access Fund	$202,489.44	$8,964.75	-$2,858.90	$208,595.29				
38513 - SB41 Guardianship Fund	$41,664.62	$1,266.61	-$680.00	$42,251.23				
38514 - SB41 Court Report Service Fund	$605,837.35	$34,162.76	-$10,775.00	$629,225.11				
38515 - SB41 Appellate Judicial System	$121,405.61	$6,833.60	-$2,160.00	$126,079.21				
38516 - SB41 Judicial Edu and Support	$20,263.52	$612.38	-$325.00	$20,550.90				
38600 - LEOSE	$83,891.07	$266.94	-$1,820.79	$82,337.22				
38710 - D A Hot Check Collection	$6,695.36	$75.00	-$225.51	$6,544.85				
38720 - D A Supplemental	$6,894.53	$9.86	-$830.00	$6,074.39				
38730 - D A Forfeiture, CCP Chapter 59	$919,828.22	$7,405.91	-$34,093.86	$893,140.28				
38750 - Pretrial Diversion	$344,186.04	$65,460.21	-$55,685.29	$353,960.96				
38810 - Voter Registration								
38820 - Special Inv,Dealer Escrow-Tax	$265,878.95	$14,203.92	-$7,647.14	$272,435.73	$36,486.71	$119.62	$0.00	$36,606.33
38830 - Scofflaw Fees, TTC Sect 502.01	$2,371.66	$3.85	$0.00	$2,375.51				
38910 - Election Services Contract	$364,213.44	$591.01	-$225.16	$364,579.29				
38920 - Elections - HAVA Equip. Rental	$1,493,977.24	$2,425.76	$0.00	$1,496,403.00				
39020 - Constable Pct 2 Forfeiture	$3,106.62	$5.04	$0.00	$3,111.66				
39040 - Constable Pct 4 Forfeiture	$2,503.70	$4.07	$0.00	$2,507.77				
39100 - Sheriff Contraband Forfeiture	$433,253.72	$701.84	-$1,007.24	$432,948.32				
39110 - Braz Cnty Narcotics Task Force	$570,036.11	$858.39	-$37,438.00	$533,456.50				
39120 - Sheriff Commissary Fund	$1,794,962.34	$227,397.94	-$160,063.16	$1,862,297.12				
39130 - Sheriff-Federal Forfeiture	$865,373.31	$1,404.81	-$181.38	$866,596.74				
39200 - Juvenile Case Manager Fund	$26,170.41	$7.44	-$2.44	$26,175.41				
39210 - Bond & Occupational LSF	$22,041.44	$10,295.09	-$15,710.07	$16,626.46				
39300 - Reliant Energy CARE Program	$5,096.38	$0.00	-$1,839.37	$3,257.01				
39305 - Direct Energy N2N								
39306 - Cirro Energy - Utility Assist.	$5,190.35	$0.00	-$600.00	$4,590.35				
39310 - UnitedWay-Emergency Assistance								
39390 - SETH-SE TX Housing Fln. Corp.	$233.93	$0.38	$0.00	$234.31				
39410 - Library-Special Projects	$320,180.12	$563.64	-$336.65	$320,407.11				
39500 - SEP-Wastewater-EnvHlth-TCEQ	$18,984.84	$5,109.00	-$5,109.00	$18,984.84				
39615 - TPW Foundation-Grt TX Birding	$10,000.00	$0.00	$0.00	$10,000.00				
39620 - Shoreline Rest. Task Force	$37,480.97	$60.86	$0.00	$37,541.83				
39630 - 2006 GoM Energy Security Act	$4,487,966.42	$7,284.61	$0.00	$4,495,251.03				
39700 - Lateral Road Fund								
39710 - Road & Bridge, Ch 152, Tx Code								
39720 - Special Projects								
39764 - Riverside Est Spcl Assmt	$11,786.09	$0.00	$0.00	$11,786.09				
39766 - Twin Lakes Assmt	$43,678.00	$800.00	$0.00	$44,478.00				
39768 - Old Coffee Plantation Sp Asses	$14,628.60	$0.00	$0.00	$14,628.60				
39769 - Lindell-Hudspeth Dr Spec Asses								
39770 - Lindell-Frio Dr Spec Assess								
39771 - Lindell-Donley Dr Spec Assess								
39778 - River Road Special Assessment								
39779 - Forest Loop Road Special Asses	$68,661.36	$0.00	$0.00	$68,661.36				
39780 - Marydean St Special Assessment								
39781 - Delores St Special Assessment								
39782 - Loop Dr Special Assessment								
39800 - Law Library	-$109,665.14	$54,968.60	-$63,819.72	-$118,516.26	$137,341.70	$450.24	$0.00	$137,791.94
39900 - Mosquito Control District	$253,263.07	$282,730.97	-$410,278.43	$125,715.61	$450,533.88	$1,476.94	$0.00	$452,010.82
40000 - 2012 Gen Oblig Rfd (2003 CO)								
41000 - 2016 Limited Tax Rfd (2006 CO)	$718,878.70	$2,461.52	-$16.54	$721,323.68	$568,797.28	$1,864.66	$0.00	$570,661.94

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
42000 - 2021 Gen Oblig Rfd (2012 CO)	$104,471.27	$126,238.40	$0.00	$230,709.67				
42100 - 2018 Cert of Oblig-I,S	$530,694.35	$43,125.54	$0.00	$573,819.89				
42200 - 2021 CO-Courthouse Campus I,S	$1,573,448.65	$266,362.28	$0.00	$1,839,810.93				
44000 - Toll Road-SH288-I&S	$10,955,156.24	$706,398.41	-$419,644.82	$11,241,909.83				
44100 - Toll Road-288EXT-I&S	$110,215.05	$105,466.92	-$4,200.00	$211,481.97	$6,711.68	$0.00	$0.00	$6,711.68
45000 - Road Bonds-Mobility-I,S	$1,672,763.29	$217,376.51	$0.00	$1,890,139.80	$1,022,438.69	$3,351.80	$0.00	$1,025,790.49
51000 - 2006 Certificate of Obligation								
52000 - 2012 Cert of Oblig,C,M								
52100 - 2018 Cert of Oblig,C,M	$1,568,370.23	$2,114.90	-$265,843.49	$1,304,641.64				
52200 - 2021 CO-Courthouse Campus C,M	$260,637.19	$0.00	-$188,511.37	$72,125.82				
52201 - 2022 EOC State Allocation								
54000 - Toll Road-SH288-C & M	$10,499.83	$5,669.28	$0.00	$16,169.11	$2,141.03	$7.24	$0.00	$2,148.27
54100 - Toll Road-SH288EXT-C & M	$2,670,086.31	$0.00	-$962,796.89	$1,707,289.42	$15,934,512.27	$53,895.42	$0.00	$15,988,407.69
55000 - Mobility Plan								
57200 - Ring of Honor	$68,069.26	$110.52	$0.00	$68,179.78				
60500 - Airport Operating	-$2,377,316.01	$421,714.17	-$485,325.68	-$2,440,927.52				
61000 - BCTRA O&M SH288	$8,459,362.67	$2,960,532.30	-$1,772,720.41	$9,647,174.56	$23,078,196.26	$76,954.93	$0.00	$23,155,151.19
64000 - BCTRA FM518 PEDC-SH288	$306,445.10	$115.35	$0.00	$306,560.45				
64100 - BCTRA Contributions-SH288								
64200 - BCTRA FM518 TXDOT-SH288	-$26,075.30	$0.00	$0.00	-$26,075.30				
64510 - BCTRA Preliminary-288 Extn	-$55,053.54	$0.00	-$79,481.87	-$134,535.41				
71000 - Health Care Benefits	$1,052,710.52	$2,288,145.73	-$2,081,702.89	$1,259,153.36	$1,442,410.83	$4,728.56	$0.00	$1,447,139.39
72000 - Employee Health Clinic	$244,405.18	$76,176.04	-$1,661.47	$318,919.75				
73000 - Insurance Reserve	$755,957.20	$1,096.20	-$80,827.21	$676,226.19	$716,265.41	$2,348.12	$0.00	$718,613.53
81000 - B Cnty Groundwatr Conserv Dist	$2,700,383.41	$88,074.62	-$78,321.47	$2,710,136.56				
81100 - Braz Cnty Toll Road Authority								
81500 - CSCD DP6 - SUD Program	-$9,542.97	$30,976.30	-$61,642.76	-$40,209.43				
81600 - CSCD-TAIP Treatment Alter.	$16,202.77	$5,567.05	-$11,666.39	$10,103.43				
81700 - CSCD DP17 - MHealth Caseloads	$10,007.37	$11,127.26	-$22,288.89	-$1,154.26				
81800 - CSCD Basic Supervision Prog	$867,752.06	$536,097.19	-$663,781.39	$740,067.86				
81850 - CSCD-Evidence Based Assesment								
81900 - CSCD CC4 - High Risk Program	$28,649.07	$15,741.91	-$31,416.40	$12,974.58				
82000 - CSCD-Comm Corr-Life								
82100 - CSCD CCS- Sex Offender Program	$55,358.51	$11,083.19	-$22,116.05	$44,325.65				
82200 - CSCD-Comm Corr-Substance Abuse								
82300 - CSCD DP4 - High Risk Program	$13,745.76	$10,946.82	-$24,253.45	$439.13				
82400 - CSCD-New Caseload Reduction-DP								
82500 - CSCD DP30 - SUD Trt Pgm	$53,579.27	$24,271.70	-$51,741.10	$26,109.87				
82600 - CSCD-Mental Health Treatment	$6,102.43	$3,041.42	-$6,062.94	$3,080.91				
82700 - CSCD DP33-Pre-Trial Diversion	$954.05	$369.92	-$726.88	$597.09				
88000 - Trust & Agency								
88200 - Brazos Mall								
88300 - SH288 @ CR 56 Overpass								
89000 - Historical Commission	$1,812.56	$2.94	$0.00	$1,815.50	$16,816.65	$55.10	$0.00	$16,871.75

Brazoria County Portfolio Report for November 2025

Current Date: 11/30/2025

Fund	Descr	Type	CUSIP	Coupon	Settle Date	Maturity Date	Next Call Date	Par Value	Purch Price	Purch Cost	Book Value	Mkt Price	Mkt Value	Days to Mat	YTM	Interest Earned
10000	FHLB	Agency	3130B4SA0	4.600	01/28/25	01/28/28	01/28/26	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	1.0000	$ 2,000,000.00	789	4.600	
10000	FNMA	Agency	3136GAB65	4.700	02/25/25	02/25/28	02/25/26	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	1.0011	$ 1,999,840.00	817	4.700	
10000	FFCB	Agency	3133ETTC1	4.080	08/14/25	08/14/28	08/14/26	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	0.9993	$ 2,000,160.00	988	4.400	
10000	FFCB	Agency	3133ETNH6	4.253	06/30/25	03/30/27	12/30/25	2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	1.0005	$ 2,000,000.00	485	4.253	
10000	FHLB	Agency	3130B7VL5	4.150	09/29/25	09/15/28	12/15/25	2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	0.9892	$ 2,000,000.00	1020	4.150	
10000	FFCB	Agency	3133ETL96	3.610	10/28/25	10/27/27	10/27/26	2,000,000.00	100.00	$ 2,000,100.56	$ 2,000,000.00	0.9978	$ 2,000,000.00	696	3.610	
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	0.9968	$ 2,000,000.00	1062	3.560	
10000	FFCB	Agency	3133ETWS2	4.160	09/09/25	09/09/27	12/09/25	2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	0.9993	$ 2,000,000.00	648	4.160	
matured or called																
997	TexPool	LGIP		3.989				$ 68,167,297.17	100.00	$ 68,167,297.17	$ 68,167,297.17	100.00	$ 68,167,297.17	1	3.989	$ 208,326.53
998	Texas Class	LGIP		4.107				$ 39,196,498.88	100.00	$ 39,196,498.88	$ 39,196,498.88	100.00	$ 39,196,498.88	1	4.107	$ 132,072.20
999	Depository	Cash		2.650				$ 47,745,077.14	100.00	$ 47,745,077.14	$ 47,745,077.14	100.00	$ 47,745,077.14	1	2.650	$ 75,527.94
								$ 171,108,873.19		**$ 171,109,071.53**	**$ 171,108,873.19**		**$ 171,108,873.19**			**$ 415,926.67**

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															
TEXPOOL	244,244.61	208,326.53															
Texas Class	141,573.48	132,072.20															
Agencies	107,848.34	-															
Total Per Month	575,539.55	415,926.67															

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%															
TEXPOOL	4.14%	3.99%															
TEXAS CLASS	4.28%	4.11%															

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 **February 24, 2026**

BEFORE ME, the undersigned authority, a Notary Public in and for Brazoria County, Texas, on this day personally appeared the Members of Brazoria County Commissioners' Court and who after being duly sworn upon their oaths do hereby state as follows:

The requirements of Subsection (c) of the Texas Local Government Code §114.026 have been met and that we have reviewed and examined the Monthly Report of: ANGELA DEES, Treasurer of Brazoria County, Texas for **November 2025.**

Further, having taken reasonable steps to ensure its accuracy as presented, approve the report and enter this order into the minutes which state total cash and other assets in the custody of the County Treasurer at the time of the examination to be **$173,106,313.19.**

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 **24th day of February, 2026.**

J. GESERICK
Notary Public-State of Texas
Notary ID #128894954
Commission Exp. FEB. 16, 2028

Notary Public in and for Brazoria County, Texas
My Commission Expires: 02/16/2028

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.3. **2/24/2026**

Issuance of a Purchase Order After the Fact - Facilities Maintenance

Approve issuance of a purchase order after the fact for the following invoice related to a purchase made by Facilities Maintenance for which a requisition was not obtained prior to the purchase being made:

Utility Technology Inc. invoice #3868 dated November 5, 2025 in the amount of $1,500.00.

This request is in accordance with Local Government Code Section §262.011 and Brazoria County Purchasing Policy Section IV.C.15.

Utility Technology Inc.
16930 County Road 127
Pearland, TX 77581 US
jhbwaterguy@yahoo.com

INVOICE

BILL TO
Brazoria County JP 4-1
111 E. Locust
Suite 100
Angleton, TX 77515

INVOICE #	DATE	TERMS	DUE DATE
3868	11/05/2025	Net 30	12/05/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Monthly Water/Wastewater Service	Monthly Water/Wastewater Service - September	1	1,500.00	1,500.00

BALANCE DUE **$1,500.00**

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.4. **2/24/2026**

Open Public Hearing for Regulatory Signs for the Road and Bridge Department (Precinct 2)

That a public hearing be opened for the posting or adjusting of regulatory signs in Brazoria County.

The signs to be posted or adjusted are as follows:

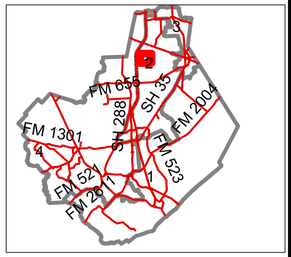
Speed Limits

Adjust speed limits per the attached Exhibit A

CR 67/ Masters Rd
CR 64 / Davenport Pkwy

Further, that the County Engineer is granted authority by the court to determine the number and locations of signs on county roads within the limits shown above as necessary to maintain roadway safety and that a certified copy of this order shall be sent to the County Engineer, the Sheriff's Department and the Department of Public Safety.

EXHIBIT A



N
W E
S

0 0.05 0.1 0.2 Miles

BERNARD DR
SANGER WAY
WILLARD DR
WILDER RD
CR 524B PENN AVE
CR 524C QUAKER CT
CR 524 PURITAN WAY
HUDSON ST
OBSERVATION WAY N
WRIGHT DR
PURSLEY BLVD
SHOWCASE LN
HEMINGWAY LN
RED RIVER DR
LAVACA LN
CARRANZA CT
HITCHINGS CT
CELESTIAL CT
GALAXY DR
MAGNOLIA ESTATES LN
CHAPMAN TRL
STARRY NIGHT LN
CUMULUS DR
MASTERS RD
GATES LOOP
OBSERVATION WAY
MERIDIANA PKWY
SPEED LIMIT 40
COOPER LN
FRANKLIN WAY
ROSETTE DR
NECTAR PATH
PALO VERDE DR
SAGE HILLS DR
SHACKLETON CT
MACLAREN DR
GILBERT RD
SNELL WAY
NAPIER DR
MURILLO DR
GETTY LN
WOODLAND RANCH DR
SISTINE DR
COUNTRY MEADOWS TRL
CR 786 PURSLEY BLVD
CR 67 MASTERS RD
IOWA SCHOOL DR
VAUGHAN WAY
JOPLIN ST
LIVE OAK CT
HANSELMAN RD CR 69
WATSON DR
KINSEY ST
CHAMPLAIN WAY
BALBOA DR
CABOT TRL
DOLCE LN
BAYOU LN
IOWA CIR
COLONY LN
ACORN DR
CR 333 OAK CREST DR
MANVEL SANDY POINT RD CR 67
PURSLEY RD CR 786
CR 65 IOWA COLONY BLVD
SPEED LIMIT 40
AIRLINE RD NO 3 DAVENPORT PKWY
CR 64 DAVENPORT PKWY
CR 451 TWIN OAKS DR
CR 451 LEEDY RD
CR 451A MARY LN
CR 451B GRACY LN
CR 67 PURSLEY BLVD

Roads

- County Rd.
- City Neigh.
- City Collector
- Private Rd.

Brazoria County Engineering

STATE OF TEXAS
COUNTY OF BRAZORIA

CR 67
CR 64
Speed Limit

	Precinct: 2
Date: 2/24/2026	Service Center: C

280

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.5. **2/24/2026**

Close Public Hearing for Regulatory Signs for the Road and Bridge Department (Precinct 2)

That the public hearing for the posting or adjusting of regulatory signs by the Road and Bridge Department be closed.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.6. **2/24/2026**

Accept Posting of Regulatory Signs for the Road and Bridge Department (Precinct 2)

That the posting of regulatory signs in Brazoria County are as follows:

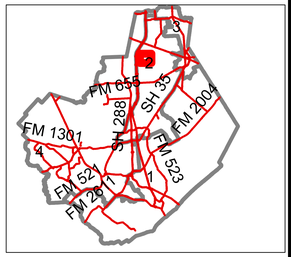
Speed Limits

Adjust speed limits per the attached Exhibit A

CR 67/ Masters Rd
CR 64 / Davenport Pkwy

Further, that the County Engineer is granted authority by the court to determine the number and locations of signs on county roads within the limits shown above as necessary to maintain roadway safety and that a certified copy of this order shall be sent to the County Engineer, the Sheriff's Department and the Department of Public Safety.

EXHIBIT A



N
W E
S

0 0.05 0.1 0.2 Miles

Roads

- County Rd.
- City Neigh.
- City Collector
- Private Rd.

Brazoria County Engineering

STATE OF TEXAS
COUNTY OF BRAZORIA

CR 67
CR 64
Speed Limit

	Precinct:
	2
Date:	Service Center:
2/24/2026	C

283

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.7. **2/24/2026**

Utilize Gulf of Mexico Energy Security Act (GOMESA) funding for electrofishing surveys and invasive species management at Resoft and Camp Mohawk County Parks

The Parks Department requests approval to utilize Gulf of Mexico Energy Security Act (GOMESA) funding to conduct electrofishing population surveys and the removal of invasive and destructive "rough fish" species at Camp Mohawk County Park Lake and Resoft County Park Lake. These management services will be provided by Southwest Aquatics for a total amount not to exceed $6,300.00.

Southwest Aquatic Services

Estimate

Holly Labay
P.O. Box 173
Altair, Texas, 77412

Date	Estimate #
2/4/2026	614

Name / Address
Brazoria County Purchasing 451 N. Velasco , Suite 100 Angleton, TX 77515

Project

Description	Qty	Rate	Total
Brazoria County / Mowhawk			
Electrofishing / Fish Removal	1	3,000.00	3,000.00
Mileage	1	150.00	150.00

Subtotal	$3,150.00
Sales Tax (7.25%)	$0.00
Total	$3,150.00

Southwest Aquatic Services

Estimate

Holly Labay
P.O. Box 173
Altair, Texas, 77412

Date	Estimate #
2/4/2026	613

Name / Address
Brazoria County Purchasing 451 N. Velasco , Suite 100 Angleton, TX 77515

Project

Description	Qty	Rate	Total
Brazoria County / Resoft			
Electrofishing / Fish Removal	1	3,000.00	3,000.00
Mileage	1	150.00	150.00

Subtotal	$3,150.00
Sales Tax (7.25%)	$0.00
Total	$3,150.00

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.8. **2/24/2026**

Amendment to Court Order H.36 Dated January 27, 2026 New Pavilion Rental Rates with Supplemental Cleaning Deposit for King Mackerel Pavilion at San Luis Pass County Park

Parks Department requests an amendment to the fee schedule previously approved by Court Order H.36 dated January 27, 2026. This request seeks the inclusion of a $50.00 refundable cleaning deposit for the King Mackerel Pavilion at San Luis Pass (SLP) County Park.

All other rates and deposits approved under the original order remain in effect. See attached for further rate details.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.36. **1/27/2026**

New Pavilion Rental Rates

The Parks Department seeks approval of the following rental rates for the newly installed King Mackerel Pavilion at San Luis Pass County Park:

- Pavilion Rental per day - $95.00 for in-county residents
- Pavilion Rental per day - $125.00 for out-of-county residents
- Outdoor Kitchen Rental Deposit - $100.00 required refundable cleanup deposit
- Outdoor Kitchen Rental per day - $75.00 flat fee (no discount)

King Mackerel Pavilion at San Luis Pass Rates

Fee Description	Previous Rate (H.36)	Proposed Rate (Amended)	Note
In-County Rental	$95.00 / day	$95.00 / day	No Change
Out-of-County Rental	$125.00 / day	$125.00 / day	No Change
Outdoor Kitchen Rental	$75.00 / day	$75.00 / day	No Change
Outdoor Kitchen Deposit	$100.00	$100.00	Refundable
Pavilion Cleaning Deposit	N/A	$50.00	New Refundable Deposit

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.9. **2/24/2026**

Award RFP #26-26 Aerial Mosquito Spraying

Upon recommendation by the evaluation committee, award “RFP #26-26 Aerial Mosquito Spraying” to Garrett Flying Services of Danbury, Texas, who submitted the best and only evaluated offer meeting our specifications and scope of work, as per the attached.

In addition, the procurement will utilize funds from Mosquito Control’s annual fiscal year budget.

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

26-26 - Aerial Mosquito Spraying
Scoring Summary

Active Submissions

	Total	Price	Qualifications, Experience and Safety Record	Aircraft and Equipment	Chemical Handling and Safety Procedures	References
Supplier	/ 100 pts	/ 45 pts	/ 15 pts	/ 15 pts	/ 15 pts	/ 10 pts
Garrett Flying Service	98.33	45	15	13.33	15	10

RFP #26-26 Award Summary

A total of one thousand and fifty-eight (1058) vendors were notified of the solicitation, which was posted in the Bonfire electronic procurement portal, as well as posted on the Electronic Business Daily (ESBD) website and advertised in the Facts. There were thirty-one (31) document takers resulting in one (1) submission.

Per the recommendation of the evaluation committee, approval to award “RFP# 26-26 Aerial Mosquito Spraying” to the highest ranked vendor, Garrett Flying Service of Danbury, Texas who submitted the best and only evaluated offer, per our specifications and scope of work as per the attached.

Evaluation Committee

Ryan Cade, Commissioner Precinct Two

Fran Henderson, Mosquito Control

Tiffany Walker, Mosquito Control

RFP #26-26 AERIAL MOSQUITO SPRAYING
ATTACHMENT A - BID TABLE

RESPONDENT'S NAME	Garrett Flying Service
ADDRESS	2111 County Road 33
	Danbury, TX 77534
QUOTED BY:	Will Garrett
TELEPHONE NUMBER:	979-922-8623
EMAIL:	madison@garrettflying.com
	PRICE
Price per acre application of 0.25 oz. Dibrom	$.145
Price per acre application of 0.80 oz. Diluent, Supplied by Vendor	Based on actual price of product.
3.0 Offer Total Amount: **Price per acre application of 1.05 oz. Dibrom & Diluent**	Diluent price changes every shipment.
Alternate #1 Offer Total Amount: **Price per acre application of 0.80 oz. Dibrom**	
Alternate #2 Offer Total Amount: **Price per acre application of 0.80 oz. Duet Dual-action Adulticide**	

a.crews@crewssurveying.com
a.schroeder@visionaerial.com
aaamaya@300exterminatortermiteandpestcontrol.com
aabraldes@cass.aero
aacevedo@holderspestsolutions.com
abrown@angelsarsenal.com
access@acglp.com
accounting@madebymint.com
accounting@trotterindustries.com
ace@americancutentertainment.com
achrist@feiconsulting.com
AciAerial@gmail.com
acook@aitsafety.com
adam.fritzel@targetx.us
adam.stolz@zepherflight.com
adam@acellcoh.com
ademolina@tactical-drone.com
admin@drone615.net
admin@fmfpandion.com
admin@seawindaviation.com
Admin@StrategicSightLLC.com
admin@vshelicopters.com
admin@wearemindfulmedia.com
admin@wildscaperestoration.com
adrian@pushnpull.net
adrianne@triec.com
aerialinsight@outlook.com
aerialwhidbey@gmail.com
aerofrohne@gmail.com
agriair23@gmail.com
airbossaviationllc@gmail.com
Al400@aol.com
al@fibertelinc.com
aladroneworks@gmail.com
alan.vankirk@themercurygroup.us
alan@geowingmapping.com
albarrus@albarrus.com
alejandro@avanzaad.com
alex@anthelionhelicopters.com
alex@digitaleconsulting.com
alex@flyinghighproductions.org
alex@freshlinesinc.com
alex@txlsa.com
aliscirfrancis@theemeraldcut.com
alison@gocdi.com
allen@voiceoftheflyingcircus.com
Alpowaaerial@gmail.com
Alyce.Shingler@hughesaerospace.com
amassey@cardiacinsightinc.com
AMH@amh-eq.com
amilanes@es2-inc.com
amstorino@storinogeomatics.com
amy.schaffer@mnlcorp.com
Andrew@tejasadvancedsolutions.com
andy@arcairtankers.com
anelson@psesurvey.com
anna@wingsairhelicopters.com
ant3361@aol.com
anthonybyrd@jonnyra.com
anwar.stevens@texscapeservices.com
arakun@helinet.com
ariccunningham@att.net
arlene.benson@grtcusa.com
Armbrust.bus@Armbrustent.com
arthurerickson@hyl.io
aschepers@cornerstonemapping.com
asgllcnv@gmail.com
asta@fairlifts.com
Ateale@midlandsurvey.com
ATEXPESTMANAGEMENT@GMAIL.COM
av8orrheli@gmail.com
awolf@RentalWorld.com
Bailee@frontrangefibersolutions.com
barbperrin@gmail.com
bart.alexander@chem-air.com
bart@firehawk.email
bch@southern-survey.com
bcook@nwhydro-mulchers.com
Beau@Tacticlip.com
ben@harrisaerial.com
ben@pvam.net
berding@berdingsurveying.com
beth@macysflyingservice.com
betty@jbcutility.com
betty@smokymtnnotary.com
bfarinsky@avamro.net
bfast@fastagair.com
bhazell@GeoTerra.us
bhiproductionsllc@gmail.com
bid@gapt.company
bids@carpettech.com
bids@texastreesurgeons.com
bigskyequip@gmail.com
bijoy.nair@i10assoc.com
bill.irby@ageagle.com
bill@precisionaerialservices.com
billing@bayareablue.com
bkenney@independentlandservices.com
bkgaerialimagery@gmail.com
bknuckles@bpgdesigns.com
bmccoy@westwindhelicopters.com
bmcinally@guidainc.com
bmiller@alleghenysurveys.com
bmueller843@gmail.com
bmurphy@3002inc.com
bob.overton@flyability.com
bob.rozier@cavansolutions.com
bob@datumtechsolutions.com
bob_wick@hotmail.com
Bobby@ttgelectric.com
booking@kobenavision.com
brad@airmacaerialimaging.com
bradheardsr@yahoo.com
bradley@iusebmi.com
bradquam@247grp.net
brandon@tropicsaerial.com
bret@aerial-10.com
brett@rpm.llc
brian.gyovai@flyrescon.com
brian@9lineaerialmedia.com
brian@getshotbybrian.com
brian@steelaerospace.com
brian@toptiertrees.com
briana@ag-bee.com
Briana@lgcinc.biz
brogers@skytecllc.com
brotherspestcontroltx@gmail.com
bruce.holmes@bkmsystemtech.com
bruce@eaglevideo.com

bsnider@2vetservices.com
BTuck@tuckmapping.com
BUCKCHAMBERS@HEIGHTENEDSENSES.NET
BugAMeisterPest@gmail.com
burl@brimaviation.com
buzzmebeeservices@gmail.com
c.cooper@bridgeraerospace.com
c.moore@cervpest.com
caffrey@bellsouth.net
caine@mettlehawk.com
caleb.malcolmlits@lumbeeholdings.com
Caleb@RedDirtReconAerial.com
callie.groth@blackbarengineering.com
cam@goldencammedia.com
camden@cabrinhahearn.com
camron@arhaviation.com
car@luminalidar.com
cardy.smith1@yahoo.com
carols@cycreekpestcontrol.com
carrick@droneamplified.com
casey@arborlogicalinc.com
castanoslc@gmail.com
cat@flybydev.com
cates@omsgroupllc.com
catherine.miller@skyfish.ai
catherine@silverhawkaviation.net
cathy.roberts@aerialmt.com
cbaerial23@gmail.com
cbohlmeyer@agrispraydrones.com
cbrinton@aerialvantage.us
celinedjhl@gmail.com
cengiz@admap.com
cfrancis@aero-graphics.com
ChadJ@Jackrabbitlandservices.com
chandler@isensys.com
channing@blackwellgrp.com
charliepapa@cox.net
chauncy@snacontracting.com
chris.jeszenszky@3deolidar.com
chris.kluckhuhn@tsc.com
chris.palabrica@renperfco.com
chris.thuneman@yoursafetydept.com
chris@hilltopcyber.com
chris@proconmedia.com
chris@stamm-mfg.com
chris@uvt.us
chrisc@mcgray.com
chriscz@confenv.com
christi@christiloweproductions.com
christina.estrada@rlfconsulting.com
christinah@compass-landsurveyors.com
christine@skycamaviation.com
christy@kranzbody.com
chuchuytubings@gmail.com
chuck@multivs.us
cici@tico-sports.com
circlespestcontrol@gmail.com
CJSOLUTIONS1515@GMAIL.COM
cking@abcpest.com
ckoehler@koehlerengineering.com
clay@gunnerenterprises.com
Clement.Johnson@ClemTechLLC.com
cmagann@nextexitlogistics.com
cmartin@accumark.us
cmboggess5@gmail.com
cnevares@sweepandvac.com
coastalamai@gmail.com
cody.pilkington@versacor.com
cody@pointcloudaviation.com
cofireaviation@gmail.com
col01@colonialpowerlift.com
Colin.Briggs@arizonasurveying.com
collinpower96@gmail.com
compliance@gogridsource.com
connor@unitedstatesaviation.com
contact@advantagebatteryok.com
contact@amarillospringcleaning.com
contact@avtagrp.com
contact@divineeyemedia.com
contact@graymangroup.net
contact@orbxplore.com
contact@sovereignequipmentrentals.com
contact_us@onegrouppr.com
contactus@islandcerts.org
contentmavenmedia7@gmail.com
contracting@deltaunlimited.com
contracts@geo-jobe.com
contracts@mirosfacilityservices.com
contracts@pestmaster.com
controller@vennplus.com
courtneym@chironcomm.com
covela.construction@gmail.com
cplpestcontrol@cplpestcontrol.com
craig@heartwellarms.com
Cramm@109pest.com
crookedrr@proton.me
cross@cardiocommand.com
ctodd@airborneresponse.com
ctproperties256@gmail.com
curt@hextronics.tech
CustomerService@allpestsolutions.com
customerservice@raveneliteprotection.com
cwilson@natcable.com
cyerkes@yerkessouth.com
cziniti@chartisfed.com
d.gaona@treenewal.com
dale@mindwinderaviation.com
dan@easthillvideo.com
daniel.ayala@aerialvehiclesolution.com
daniel.trunfio@soaringtech.ai
daniel@evpc.services
danny@linkwiretech.com
danr@razor-tek.com
daphnecalvin@yahoo.com
darlenes@fyr-tek.com
darnell@paragonaerialsurveys.com
darnell@pinnacle-strategic-solutions.com
darrell@bugco.org
darryl.centanni@d2-gs.com
dave@cwiassoc.com
dave@elroyair.com
dave@hrheli.com
dave@sheepscotcreative.com
davem@ifrooks.com
david.mccarty@columbiabasinhelicopters.com
david.rumschik@saabinc.com
david@alpineforestryutah.com
david@harrisonphoto.com
david@interconnectwpa.com

david@wrigleymediagroup.com
davidm@essayoneng.com
davidpkuenzli@gmail.com
dcaero14@tamu.edu
dcrow@arrowexterminators.com
dcyphers@skywardltd.com
Dean@AnchorElite.com
deann@corporatehelicopters.com
debaereg@accnjinc.com
debbie@ndtechnical.com
debbie@sterlingsleep.com
dee.porter@codepower.energy
dee@airborneaviationhawaii.com
delvallepestcontrolrgv@gmail.com
demetriuscumbo@skyconaerialsolutions.com
deniz@squishy-robotics.com
Dennis@abetterforklift.com
derricksmith@veracityaviation.com
dfisher@rapiduav.com
dhc5@montana.com
dianebuley@absolutee-zup.com
diego@dvvventures.com
djohnson@aisgis.com
dkelly@ixdesignbuild.com
dkr@rsmg-inc.com
dlawson@modern-pest.com
dlr904@gmail.com
DMACDONALD@E-TOPO.COM
dmowe@hitechpestpros.com
dominic@nowsay.com
domonic@higher4hire.com
don.mehrtens@att.net
don@airdatasolutions.com
don@nxtgenilm.com
donella.lael@ardentmc.com
donj@donalbertjohnson.com
donna@rogershelicopters.com
donnaclaus@mac.com
doran@taylorwiseman.com
doug@greendreamlawns.com
doug@liftaloft.com
doug@nwhelicopters.com
doug@syn-geo.com
dp@utcinema.com
dr.dustinyork13@gmail.com
drew0374@yahoo.com
drobison@texasmicroelectronics.com
drogers@rogerssurveying.net
droneadmin@highergroundlm.com
droneofarc19@gmail.com
DRONESQUADLLC@GMAIL.COM
drthaddeus@fanatikproductions.com
dtcomer@gmail.com
dtynan@fuelsafe.com
DUSTYNFIELDS@HOTMAIL.COM
dw@blacklanternmedia.com
dwight@mtnairheli.com
dwight_cox@artanker.com
dwpproductionsdc@gmail.com
dylhutton@outlook.com
e.martin@toughstump.com
e.sanders@intentfilms.com
eackerman@gromatici.com
ecoblade@outlook.com
ecomer@eacarchaeology.com
edcollins1208@gmail.com
eduardo@cidmediaservices.com
efischer@esassoc.com
egliair@bristolbay.com
ehenry@airmazingdrones.co
ekeysar@pssi.com
el@beylineaerial.com
Elizabeth@emcontingencygroup.com
elizabeth@kobybrown.com
elstonj@blackswifttech.com
emjaypate7@gmail.com
Empyreanimaging@gmail.com
epadilla@hydrex-inc.com
eric@aerialthermalimaging.com
eric@doulos-etc.com
eric@eginspection.com
erik@itsbugsorus.com
Erika.bryan@MOSH-1.com
erin.johnson@widseth.com
eroth@ksninc.com
erutkousky@facilityprocare.com
esmith@elevateuas.com
estberg@cobalttruck.com
etanner@bha-engineers.com
evo20g@aol.com
eyakin@tridentaero.com
eyal@cuebidfacilities.com
Fairwindcleaning@Gmail.com
fastjetone@gmail.com
fbergtold@hillsboroaviation.com
FCECCACCI@CLTSFORKLIFT.COM
federal@usaerials.com
felix.r.rios@gmail.com
filmaviatrix@gmail.com
finalactdrama@gmail.com
fireantpros@gmail.com
fly@thegeorgiadrone.com
flywithmesdk@gmail.com
foriley@aerialengagement.com
forresttuff@onevisprod.com
frank.martinez@safeguardpc.com
frank@aerialforestryservices.com
fraser@kefrobotics.com
freddy@dowellpestcontrol.com
freeman.hargrove@outlook.com
garland@atlanticsafetyllc.com
garrettflying@yahoo.com
gary.andrews@detect-inc.com
gary.gray@acqsys.com
GatesDroneServices@gmail.com
gbishop@silentfalconuas.com
gclubbs@coastalhelicopters.net
gen@bakeraircraft.com
geoffrey.green@vsiaerial.com
gg@frontiergeospatial.com
gjohnson@onespanpower.com
gov@kcsiaerialpatrol.com
gpaule@pauleps.com
GPM@gpmdrones.com
gporter@baldmountainair.com
greg@clearlinequadrants.com
greg@imperx.com
greg@overwatchimaging.com
greg@photographyoptions.com

gregoire147@msn.com
griselda@vectorutilities.com
gsa@tri-liftnj.com
gsainfo@allen-company.com
GSASALES@ALDENEQUIPMENT.COM
gueter718@aol.com
gwen@bonafire.com
hamdisheriff@mosquitohunters.com
hamidnazemi@gmail.com
hansenaerospace@icloud.com
harmstrong@whitehawkmail.com
hazlett@catalyst.earth
headwatersfs@gmail.com
hecht@brsc.com
Heli-Flite@sbcglobal.net
hello@celestenoche.com
heloflights@hotmail.com
help@zorropest.com
henrysaerial@gmail.com
Henson.rogers@the700nano.com
hernando@buildandrehab.com
HHaynes@rentokil-terminix.com
high-g1@cox.net
hodsog@cox.net
hoss@tvnrg.com
hsu@nightingalesecurity.com
hugh@aerialequipmentsolutions.com
Hugo@alfarocommunications.com
i2igeo99@gmail.com
i5rentals@i5rentals.com
iaaphoto1@gmail.com
ihermon@westcogrounds.com
ilopata@aerial-metrics.com
independenthelicopters@gmail.com
india.johnson@uavistas.org
Info@AdvancedAerialApplications.com
info@aerialmappingsolutionsllc.com
INFO@ATTRACTIVEMINDSET.COM
info@capemayads.com
info@chascaptures.com
info@clhelicopter.com
info@crossandcostudios.com
info@davidsmithmapping.com
info@droneskydefender.com
info@firstcoastheadshot.com
info@fivestarglobalsecurity.com
info@futronaviation.com
Info@horizon-harbor.com
info@jmyersenterprises.com
info@lanenterprises.online
info@nativebrigade.org
info@nmavgas.com
INFO@PREMIERCOMMUNICATIONSLLC.BIZ
info@prempest.com
info@properfieldservices.com
info@quantumrealitycapture.com
info@rcsurveyors.com
info@unmannedsystemsofamerica.com
j.howard@tularosa.net
j_white@hthcom.com
ja1@eohaerospace.com
Jack@JackDempseyPhotography.com
jackel716@icloud.com
jacob.lahmann@maxsur.com
jacob@valconlabs.com
jacobus@pinotreeservice.com
jacree@backroadssolutions.com
jae@flyvekter.com
jafful@aultecinc.com
jake@btls.us
jamarswilliams@gmail.com
james@fla.us.com
jamesaarestad@yahoo.com
jan@jgradient.com
janet.larson@telecomfiber.com
janw@pmhok.com
jared.frederick@summitpointtraining.com
Jason@107Technologies.com
jason@oncoursedrones.com
Jason@skydanceheli.com
jasonhouse@dronehouse.org
jaucoin@aucointelecom.com
jay@premierostx.com
jbecker@phialphainc.com
jbell@ricesurveys.com
jbgraves@lpi-inc.com
jbosserman@sigmacorps.com
jbutlerspl@yahoo.com
jclendenning83@gmail.com
jcross@redriverst.com
JDEYA@DEYA.COM
jeanne@helioranafilm.com
jeanne@rivhab.net
jedmonds@keystone-gs.com
jedwards@jdemgmt.com
jeff.erickson@ericksonmotors.com
jeff.lemasters@lemastersgroup.com
jeff.lloydjones@altaerosenergies.com
Jeff.Salle@chenegaites.com
jeff@basecampaviation.com
jeff@foveaaero.com
jeffrey.kenner@mcamaps.com
jeffrey.sallee@chenega.com
JELANI@TRENDSIC.COM
jenn@hwa-wildlife.com
jennifer.schmoyer@ustraining.com
jennifer@legacyfireapparatus.com
jennifer@nxhelicopters.com
jennifer@sundancemediagroup.com
jenny@buckeyebody.com
jennylynn.gates@cherokee-federal.com
jeremiah@skytecx.com
jeremyhoudeshell@yahoo.com
jerim@historicalinfo.com
jerry.frazier@amalgamds.com
jess@hangar58.net
jesse@neushul.net
jesse@psirov.com
Jessica@flyhightide.com
jessicastatham@cascadeair-nw.com
jflor@engenuitynj.com
jfrancis@mastercrane.us
jfzohorsky@gmail.com
jgial@sbcglobal.net
jhartshorn@efsgeotech.com
JIMLANE@ALSCO1.COM
jimlee@shamrockplus.com
jimmy@ieinc.us
jkerr@jakobtechnologygroup.com

jkiker@twinline-usa.com
jleahy@xp-rs.com
jlopez@turnpointgeomatics.com
jmcchesney@targetarm.com
jmelendez@prxtreme.com
jmillard@nextmiletech.com
jmk@ospreydrones.us
joe@atrixon.com
joeedwards@polaristsusa.com
joel@dronesolutionsllc.com
Joel@greensightag.com
joelw@westbeltsurveying.com
joewright2532@gmail.com
joey@tfatlas.com
john.gustin@seasllc.net
john.kinarddpe@gmail.com
john.r.grieco@devopssolutions.us
john.scardena@dobermanemg.com
john@buyrc.com
john@diversifiedfleetservices.com
john@ipestwaco.com
john@stage2studios.com
johnny@firemanspestandtermite.com
JohnnySpivaII@gmail.com
jon.munkers@alta-se.com
jon@lfaerial.com
jorge@jorgeparra.com
jose@pedrazasurveying.com
Josh.daniel@loweengineers.com
josh@titanworksconstruction.com
Joshua.McGuire@redcat.red
joshua@griffininc.biz
jpajares@ureachconnect.com
jpar@onpointhq.com
jpew@agairusa.com
jporter@iamfilmco.com
jprather@airtractor.com
jpruitt@eri-linden.com
jr@aircrane.com
jraymond.erc@gmail.com
jrubbert@srt.com
Jruffin@networkdesigntechnologies.com
jseymour@aontv.com
Jsudtell@arcticliftingsolutions.com
jt@rmus.com
juan@lidar-america.com
judie@sugarshockmedia.com
judy.reagan@easternshawneecompanies.com
julia@kclandscapetx.com
Justin@badgeraerial.com
justin@ipestwaco.com
justinc@cyborgfpv.com
jwilson@wilsonagcosulting.com
jzamora@freshpersonas.com
k@studionine13.com
ka@firestarterstudios.com
karenbrittingham76@gmail.com
Karwanna1@gmail.com
kathleenhinkel1980@gmail.com
katmacd57@hotmail.com
kbrown@adventuremas.com
kcorley@redpestcontrol.com
kdiehl@aerialcom.net
keenan@threefold.tv
keli.christy@yahoo.com
kennithwheeler@gmail.com
kenny@northforgemt.com
Kent.Bresee@Trans-Tel.com
kentp@hubzoneservices.com
kenzie@peacelovecinematics.com
keri@synchronsolutions.com
kevin.burns@aerhart.com
kevin@kinyonconstruction.com
kevin@suttlehanphotography.com
khawkins@krconstructiongroupinc.com
kim@kimfetrow.com
KM@cleareddirect.com
kmcquarn@fantomlight.com
kmickey@aerodataphoto.com
kmullifish@aol.com
knewell@idsdrones.com
kofi.anafi@tano-logistics.com
kpowell@wallowa-associates.com
kpresnell@catt-jpgs.org
kris.mcguire@v-s-inc.com
ksmith@khsmith.com
kstern@ga-inc.net
kstiller@hasimages.com
kstone@joynerkeeny.com
ktetreault@saddlebacksurveys.com
Ktorres@athios.net
ktrapp@bobcatent.com
kviele@vielesolutions.com
kw@seeitagainphotography.com
kyle.froggatte@plunketts.net
l.chernicky@enhancedvisual.com
lamboy@slopedigital.com
lance.dpcc@gmail.com
LANDVRE@GMAIL.COM
landwhispererlbk@gmail.com
Lang.Sims@Seabrook-Solutions.com
Larry@Land-marksurvey.com
Larry@LarryShapnek.com
latitude18helos@gmail.com
laura@laurahatcherphotography.com
lbarragan@amercom.org
lcampbell@airnewengland.com
lcasagov@gmail.com
lee.g.nordin@accessnd.com
Legatobiz@outlook.com
leopold.romeijn@satimagingcorp.com
leotorres@atmlv.com
leovanlarry@censystech.com
letizia@perigeecivil.com
lgprod2008@gmail.com
Lhadley@hyveepower.com
lhanglin1@gmail.com
libertylumberjackllc@gmail.com
lioncommunications@yahoo.com
liz@aerialsafetyadvisors.com
liza@spydarsensors.com
llee@pjpower.com
lleon@ltleon.com
localpest915@gmail.com
lomorales@morloaerial.com
Lorin@Opfer.com
LRHAGG@GMAIL.COM
LUD@LUDCO.COM
luis.robles@aerialzeus.com

luis@yellowmedia.com
lujanscom@qwestoffice.net
mahlerascs@gmail.com
mahoganymodels@gmail.com
mail@southeasternaircraft.com
mails@burgeonanalytics.com
makokhamj@gmail.com
map@kucerainternational.com
marc.packard@sarvicus.com
marc@agloworldwide.com
marc@idahoinfrared.com
marcel.bergerman@nearearth.aero
marci@kleincreativemedia.com
marcus.d.holmes@valiancytechsolutions.com
marcusburr@mwheli.com
mark.costello@earthlydynamics.com
mark@extremeaerialproductions.com
mark@photopilot.com
mark@wpmlawn.com
marketing@asg-inc.org
marlon.boykin@mjscommunications.biz
martin@ecotronics.com
martisk@logisticgliders.com
marty.ballestero@ezaginnovations.com
marty@stephenterry.com
marxaj@planetscapeai.com
maryanne@hawkeyefiberoptics.com
marydarling@darlingltd.com
mason@aavisedesign.com
matt.twiggs@mag.us
matt@jonesaviationgroup.com
matt@rttg.net
matt@texagdrone.com
matthew.battles@versacor.com
matthew_mosman@yahoo.com
mattletterman@bluenoseaerial.com
maurissa@dangelotechnologies.com
mbabian@verticalmapping.com
mbeckley@altitudeagriservices.com
mbenson@windhoverlabs.com
mbucci@truparamerica.com
mcampbell@aerialdrones.us
McCulloughbros@gmail.com
mcnuttr@pss-1.com
mdiedrich@imagestudios.com
meg@appliedaeronautics.com
megan@boydengineeringllc.com
melanie@kleenlineltd.com
melissa@madistonpowertel.com
meredith.bussey@avinc.com
merogers@carolinaunmanned.com
MEstrada@indianasteelcarriers.com
mh147@mosquitohunters.com
mhess@oceani.com
mhutchins@coastalairstrike.com
michael@coastalcomminc.com
michael@mjbaerialsolutionsllc.com
michael@selricocomm.com
michael@terabandtech.com
michaelwilkinson8305@yahoo.com
mihai@stereometrics.us
mike.bergeron@trakkasystems.com
mike.hubbell@pro-vac.com
mike.r@jccom.net
mike@avantechstrategies.com
Mike@Fly-SAW.com
mike@pf2i.com
mike@precisionuas.com
mike@smokeyrigaerialservices.com
mikegutzster@gmail.com
mjmurphy@soarhere.com
mkbaldwin@coresurvival.com
mkraner@rosenbaueramerica.com
mkubena@gbtech.net
mmartin@platinumgeomatics.com
mmckenzie@mckenziesnyder.com
monica@tuckamoreaviation.com
MOONEY335@EARTHLINK.NET
morgan.r.brown@2oe.us
morgan@lohmanhelicopter.com
morrisagair@yahoo.com
mountainaviation777@gmail.com
mountainmantsfc@gmail.com
mpagnutti@i2rcorp.com
mpich@pythiagroupsolutions.com
mprouty@anglicotech.us
MREYNOLDS@LEATEAM.COM
mrutledge@rutledgeairborne.com
mschubert@aerialsurveysintl.com
msinger@droneviewtech.com
mweishuhn@therightacres.com
n.beebe@hotmail.com
nateB@actusadvancedsystems.com
nathan.xiques@blackthorngeomatics.com
nathan@mapware.com
nationwideps2023@gmail.com
naveen@baileycranes.com
Navi.digitalmedia@gmail.com
neick@aerialservicesinc.com
nhaile@nobleprecisiontechnologies.com
nhigginbottom@gmail.com
nick@slickforce.com
NicoleHillard@omega.aero
niki@srhelicopters.com
nitin@vaeldefense.com
nodragaviationdetailing@gmail.com
norman@g7t.com
nterry@flyflt.com
nusmail@usmailelectric.com
nygiantsfan92@gmail.com
office@bugtime.net
office@rampart.llc
office@waverleighcreative.com
office@windwardaviation.com
okcappraiser@hotmail.com
omar.mendoza@orkin.com
omneya.salem@conekt2.biz
opns@skyarcaerial.com
oscar.gregory82@yahoo.com
ovsoutdoorsolutions@ovspire.com
owen.h@nimbus-aerial.com
paige@thepiedpiper.biz
pam.thornton@nv5.com
pap@ahnemankirby.com
paredespestco@gmail.com
patrick@municipalmosquito.com
patrickclark@aspenaerials.com
paul.fermo@ascentaerosystems.com
paul@challengeworks.com

paul@cmtechconsult.com
paula@prettypestcontrol.com
pausa365.pr@gmail.com
Pb@bradypestcontrol.com
pbarlow@barlowpro.com
pchurch@chiaviation.com
pegah.mahani@ospreyaerialsystems.com
peter.bale@srsgrp.com
peter@titanultra.us
peterbarrett@ndni.net
petergottfried@gis1.com
Peytoncommunications@comcast.net
pgromadzki@exyntechnologies.com
phil@COOPERAERIAL.COM
pilot@gameofdrones.info
pilot@loftics.com
pingram@unitedgeotech.com
pramod@airgility.co
precisionrotors@gmail.com
psmith@lismith.com
pwjhsn@yahoo.com
r.greathouse@fidelis.us
rachel@theissuav.com
Rachelle@fuselierllc.com
ralejos@frontiersurveying.com
ramon.binns@gmail.com
randytankersley@everonwardconsultants.com
rapdrentl@aol.com
Rashad@harlo.industries
ray@prceng.com
rayrrr@gmail.com
rbramos@GPSI-CORP.COM
rburns@eagleeyedroneservices.com
rbusler@lwmsurvey.com
rcholloman@gmail.com
rconaway@sercoconstruction.com
rdonohoue@aerialinsightservicesinc.com
Real3stshooters@outlook.com
regieraerial@gmail.com
remithouston@goanteater.com
RENAN@RLDA.COM
respondairuas@gmail.com
Revans@demarctelecom.com
Rford@arrowexterminators.com
RFP@pricklypearwildlife.com
rfq@greenwood.aero
rgarcia@flowingtc.net
rgc@carm-aerotech.com
rgoddard@caylym.com
rhernandez@internovapr.com
rherndon@geckogreen.com
riccoteamer@nhqs.services
rich@moreredds.com
richard.landi@orkin.com
richard@aeroai.io
rikardenterprises8@gmail.com
riley@skybearmedia.com
riss47@outlook.com
rkeys@rksolutionenterprises.com
rkosinski@w-a-m.com
rlevy@gen-aviv.com
rmarston@wdmatthews.com
rmartsolf@sabreequipment.com
rob@1stvg.com
ROB@EQUIPMENTOAHU.COM
rob@nicheinc.com
robbsteiner@steiner-electric.com
robbywoodmark@hotmail.com
robert.donze@phantomeagle.com
robert@harrisaerialservices.com
Robert@shevz.net
Robin@RobinGilmore.com
robynstalling@gmail.com
Rod@jagerpro.com
Roy.levi@xtend.me
roy.rosado@raptorvisionpro.com
roythomasjr5@robeaenterprise.com
rross@xactlight.net
rs@workwithaerial.com
rsetzer@ctstelecomm.com
rsharp@newcorellc.com
rshepard@overwatchavn.com
rtrujillo@rltrujillolandsurveyors.com
ruben@rooftoppers.biz
rudinec@rudinec.com
russellm@cdsmuery.com
rusty.batey@zuludiscovery.com
rwoodley@digitalaerial.com
safeteccs@aol.com
SafetyJim@CalSafetySolution.com
saffordaviation@aol.com
sagard79@gmail.com
sales@cbforklift.com
sales@chaoticaerialsolutions.com
sales@dronearrival.com
sales@forterrapestcontrol.com
sales@mmlifts.com
sam-inbox@aldsystems.com
sam-registration@bristol-companies.com
sam@arcbridge.com
samta77@gmail.com
sanders@grwinc.com
sandra@geocaddsurveys.com
sara@seatonflying.com
sarasimmers@meadowlarkenv.com
sch4612t@gmail.com
schurch@chartisfed.com
schurchill@scottshelicopter.com
schuyler@summerrobotics.ai
scott.mcphee@a2gintl.com
scott@bead.global
scott@twinotter.com
scottalewis@msn.com
SCOTTY@HELICOPTEREXPRESS.COM
scudesea@robinsonaerial.com
sdworkin91@yahoo.com
sean@penobscotislandair.net
searaypi@gmail.com
sebastianellis@icloud.com
SEN_QUE@YAHOO.COM
sergewilson@fiber.com
servicedbygreenimage@gmail.com
services@ziadroneoperations.com
sestrada@goanteater.com
sfmckeever@skfrancis.com
sfricke@whiteshieldinc.com
sginsburg@quanterrasoftware.com
sguzman@safeprogroup.com
shallpalproductions@gmail.com

shane@massada.company
shannon@cfmus.com
shannon@shannonkelli.com
shaun.vincent@bluesky-world.com
shawana@globalinsights.com
shawn.mcgehee@anthemairservice.com
shellie@chemairhelicopters.com
shelliem@brainerdhelicopters.net
shilton@lifesupportintl.com
signaturefit1@gmail.com
silvia@sirenamedia.com
simeon.smith@gocitywide.com
sjacobson@autonodyne.us
sjones@deluxece.com
sjones@tficapital.com
skycop@pld.com
skypicsoffice@gmail.com
skyways@mlgc.com
slaughterc1@gmail.com
slofton@edenstouchlandscape.com
slondre@elevatemginc.com
smunoz@10tanker.com
sneakycreekdronespraying@gmail.com
SNichol@Shoppas.com
southtexaspestcontrol@gmail.com
sprather@pickettusa.com
sriram.rapaka@intelinair.com
SSPILLER@ORIONTECHNOLOGYGROUP.COM
Stacy.Pearsall@yahoo.com
stacy@equipmentexpertsinc.com
stahl@matjlg.com
standards@dpsiinc.com
stationinc@aol.com
stefan@nearview.net
stephanie.verdugo@afterburnerwts.com
stephen.t.hayes83@gmail.com
Stephen@remaphawaii.com
stephen@willisacq.com
stephenhopkins@andyspesttroopers.com
stephon@blackgatorproduction.com
Stetson.njamesII@gmail.com
steve.manning@nrslc.com
steve.walters@hoverflytech.com
steve@brainerdrental.com
steve@mtzgeo.com
steven@skyhawkavionicservices.com
stewart@dioptrageomatics.com
strykerpestinvoicing@gmail.com
stsang@pestmaster.com
stuart.reiken@threatreduction.com
suavedronesllc@gmail.com
Support@2ServeUBest.com
surielperez83@gmail.com
susan@brains4drones.com
susan@southwestexterminating.com
suzanne.novak@erudyne.com
Suzi.Shoemaker@aerialSphere.com
sve@frontiernet.net
svo@sentinelpros.com
tabarnett@droneics.com
tami@franks-supply.com
tara@tagconstructionllc.com
tarek.thomas@gmail.com
taylor@infoalphaomegaaerialenterprise.com
tblocker@tac-av.com
tc5170@aol.com
tcosgray@agri-flight.com
tdempsey@usapplicators.com
tecnica@msn.com
ted@aerotechteam.com
teri@reddingairservice.com
terry.dyess@3gimbals.com
terry@press4wardgroup.com
terry@teidsm.com
terryblakemore@quantumhelicopters.com
Texaspestpros@gmail.com
th@ravengeomatics.com
thannum@mlutilities.com
theshelleys@whirlwindav.net
Thinkclean396@gmail.com
thughart@alleghenysurveys.com
tiffany@hillcountrypestcontrol.com
tim.sexton@tristaraerial.com
tim@c3utility.com
tim@euroclydon.com
tim@foothillsfotoworks.com
tim@vertex3dsolutions.com
timcash@cashscommunicationconstruction.com
Timinspection@gmail.com
timkingery@plrei.com
titanbowllc@yahoo.com
tjablay@gmail.com
tjackson@fcanalytics.info
tkeeton59@gmail.com
TLYNCH@RANCHOLANDCO.COM
tmatcek@descoenv.com
tnesbitt@nesbittassociates.com
todd@homesteadhelicopters.com
toddmyers@kgmyers.com
tom.thebes@fortemtech.com
TOM@GTAERONAUTICS.COM
tom@substructure.com
tonia.killeen@capewell.com
tony.mcdowell@aerialinfrastructure.com
tony180productions@outlook.com
tony@plwmodelworks.com
tonyg@spartacraneandconstruction.com
tori@aerialdevelopmentgroup.com
towsley@pestmaster.com
tpellettiere@sidwellco.com
tpetet@redlineuav.com
tracy.vrooman@versacor.com
trainitnm@gmail.com
travis@parkcoastalsurveying.com
trobey@lancoaerial.com
troy_takach@kairosautonomi.com
tungstenops@pm.me
tveenstra@atiak.com
twbailey@baileyspremierservices.com
twelsh@ashasafety.com
twoods@redironair.com
tyler.sautter@avian.com
tyler@visualconstructionservices.com
uasarkansas@yahoo.com
uniterex@aol.com
universaltooling@hotmail.com
URBANGREENPESTSOLUTIONS@GMAIL.COM
utilicomconstruction@aol.com
vance@acedronesnm.com

vance@mhsheli.com
VANDAL83672@YAHOO.COM
vanessa.leah.harris@gmail.com
vanessa@jbihelicopters.com
vanessa@trackitpr.com
vanessa@westernskyhelicopters.com
ventureroboticscamp@gmail.com
vfoulkes@cpiaero.com
victor@prometheanconnects.com
vjs822@gmail.com
vmglifestyle@gmail.com
wallstreesvc@gmail.com
WatsonsEquipment@gmail.com
wbradley@bradleygeospatial.com
wcleeton@cuassolutions.com
wendy.sims@masseyservices.com
westerfieldbusiness@gmail.com
wfb_3rd@hotmail.com
wfsessions@gmail.com
WhitneyS@bluelinepest.com
wildandflyfitness@gmail.com
william@wrightpsm.com
wsofis@sofiscompany.com
wvanderwerff@lukayva.com
zane.rice@plunketts.net
zclark@aerialdata.com

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.10. **2/24/2026**

Award ITB #26-05 Oils and Lubricants

Approval to award “ITB #26-05 Oils and Lubricants” to the following vendors who submitted the best bids meeting our specifications per the attached summary.

- Ascend Wholesale of Green Cove Springs, Florida
- Atlantic Petroleum & Mineral Resources, Inc. of Houston, Texas
- B & K Motor Parts, Inc. dba Napa Auto Parts of Angleton, Texas
- Safety-Kleen Systems, Inc. of Norwell, Massachusetts

In addition, expenditures will be funded by the departments’ approved fiscal year budgets.

Further, 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.

26-05 Award Summary

A total of two thousand two hundred and five (2205) vendors were notified of the solicitation, which was posted in the Bonfire electronic procurement portal, as well as posted on the Electronic Business Daily (ESBD) website and advertised in the Facts. There were seventy-three (73) document takers resulting in nine (9) submissions but the response from Star Brite Distributing was deemed non- responsive as they did not include the required forms in their response.

Upon recommendation of the Purchasing Department, award “ITB# 26-05 Oils and Lubricants” to the following vendors, who submitted the best bids meeting our specifications.

- Acsend Wholesale of Green Cove Springs, Florida
- Atlantic Petroleum & Mineral Resources, Inc. of Houston, Texas
- B & K Motor Parts, Inc. dba Napa Auto Parts of Angleton, Texas
- Safety-Kleen Systems, Inc. of Norwell, Massachusetts

BID TABULATION
ITB #26-05 OILS AND LUBRICANTS

OPEN DATE:	RESPONDENT'S NAME		Alikhan Logistics LLC		Acsend Wholesale		Atlantic Petroleum & Mineral Resources, Inc.		B & K Motor Parts, Inc. dba Napa Auto Parts		Nesu Holdings LLC	
TUESDAY, FEBRUAY 3, 2026	ADDRESS		13256 Vista Glen Ln		1811 Colonial Dr.		1445 North Loop W FRW		2705 North Velasco Dr.		2775 Cruse Road NW Ste 802	
LOCATION:			Euless, Texas		Green Cove Springs, Florida		Houston, Texas		Angleton, Texas		Lawrenceville, Georgia	
PURCHASING CONFERENCE ROOM	QUOTED BY:		Omair Alikhan		Rebecca Williams		Anthony Ndah		Billy Efird		Usen Usen	
237 E. LOCUST ST. SUITE 406	TELEPHONE NUMBER:		682-702-2537		904-891-3570		713-223-2767		979-849-2305		888-458-4750	
ANGLETON, TX 77515	EMAIL:		omair@alikhanlogistics.com		bids@ascendwholesale4U.com		sales@atlanticpetro.com		befirdnapa@gmail.com		govcontracts@nesuholdings.com	
Revised Attachment A- Bid Table												
OIL, AVIATION, SINGLE GRADE, ASHLESS, 100, 50 WT, 4 CYCLE CERTIFIED AIRCRAFT RECIPROCATING PISTON ENGINE AeroShell W 100 Plus	**2951**	**22**	MFG NAME	NO BID	MFG NAME	Aeroshell W100 plus	MFG NAME	Shell	MFG NAME	N/A	MFG NAME	Shell Lubricants
		Case	MFG#	NO BID	MFG#	500360100WP1405	MFG#	550041165	MFG#	N/A	MFG#	Per Manufactor Specification
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	6qt	PACKAGING (UOM) VENDOR	6/1 gal Case	PACKAGING (UOM) VENDOR	N/A	PACKAGING (UOM) VENDOR	Shell Authorized Distributor - Case (12X1qt)
			Total Cost	NO BID	Total Cost	$62.60	Total Cost	$83.68	Total Cost	N/A	Total Cost	$2,046
OIL, AVIATION, PREMIUM, ASHLESS, 80, 40 WT - FOR 4 CYCLE CERTIFIED AIRCRAFT PISTON ENGINES AeroShell W 80	**2954**	**0**	MFG NAME	NO BID	MFG NAME	NA	MFG NAME	Shell	MFG NAME	N/A	MFG NAME	No Bid
		Case	MFG#	NO BID	MFG#	NA	MFG#	550041162	MFG#	N/A	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	NA	PACKAGING (UOM) VENDOR	12/1 gal Case	PACKAGING (UOM) VENDOR	N/A	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	NA	Total Cost	$162.12	Total Cost	N/A	Total Cost	No Bid
OIL, AVIATION, MULTIGRADE, ASHLESS, 15W50 - FOR 4 CYCLE CERTIFIED AIRCRAFT PISTON ENGINES AeroShell 15W-50	**9359**	**8**	MFG NAME	NO BID	MFG NAME	Aeroshell 15w50	MFG NAME	Shell	MFG NAME	N/A	MFG NAME	Shell Lubricants
		Case	MFG#	NO BID	MFG#	500361550001405	MFG#	550041165	MFG#	N/A	MFG#	Per Manufactor Specification
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	6qt	PACKAGING (UOM) VENDOR	6/1 gal Case	PACKAGING (UOM) VENDOR	N/A	PACKAGING (UOM) VENDOR	Shell Authorized Distributor - Case (12X1qt)
			Total Cost	NO BID	Total Cost	$63.38	Total Cost	$86.24	Total Cost	N/A	Total Cost	$840.00
OIL, AVIATION, PREMIUM, ASHLESS, 100, 50 WT- FOR 4 CYCLE CERTIFIED AIRCRAFT PISTON ENGINES AeroShell 100	**6661**	**8**	MFG NAME	NO BID	MFG NAME	Aeroshell 100	MFG NAME	Shell	MFG NAME	N/A	MFG NAME	Shell Lubricants
		Case	MFG#	NO BID	MFG#	500360100001405	MFG#	550041164	MFG#	N/A	MFG#	Per Manufactor Specification
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	6qt	PACKAGING (UOM) VENDOR	6/1 gal Case	PACKAGING (UOM) VENDOR	N/A	PACKAGING (UOM) VENDOR	Shell Authorized Distributor - Case (12X1qt)
			Total Cost	NO BID	Total Cost	$55.21	Total Cost	$81.34	Total Cost	N/A	Total Cost	$800.00
BRAKE FLUID, HYDRAULIC, DOT 3	**9471**	**0**	MFG NAME	NO BID	MFG NAME	MAG1 Dot 3 Brake fluid	MFG NAME	Preston	MFG NAME	PRESTON	MFG NAME	No Bid
		Case	MFG#	NO BID	MFG#	58476999BF1401	MFG#	AS402Y	MFG#	AS402Y	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	12 qt	PACKAGING (UOM) VENDOR	6/1 qt case	PACKAGING (UOM) VENDOR	6/1QT CASE	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	$62.33	Total Cost	$137.76	Total Cost	$143.94	Total Cost	No Bid
BRAKE FLUID, HYDRAULIC, DOT	**2974**	**0**	MFG NAME	NO BID	MFG NAME	MAG1 Dot brake fluid	MFG NAME	Lucas Oil	MFG NAME	N/A	MFG NAME	No Bid
		Case	MFG#	NO BID	MFG#	58476999BF1113	MFG#	3267911	MFG#	N/A	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	12/12oz	PACKAGING (UOM) VENDOR	12/1 qt case	PACKAGING (UOM) VENDOR	N/A	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	$28.25	Total Cost	$120.90	Total Cost	N/A	Total Cost	No Bid
ANTIFREEZE, COOLANT, UNIVERSAL, GREEN	**2975**	**1**	MFG NAME	Majestic Lubricants	MFG NAME	Duramax AMAM 100%	MFG NAME	Valvoline	MFG NAME	PRE PRIME	MFG NAME	Chevron Lubricants
		55 Gal Drum	MFG#	MAJGAF10055G	MFG#	950820100AM0810	MFG#	VV289234	MFG#	PRIMGREEN5055	MFG#	Per Manufactor Specification
			PACKAGING (UOM) VENDOR	MAJGAF10055G	PACKAGING (UOM) VENDOR	55 gal drum	PACKAGING (UOM) VENDOR	55 gal drum	PACKAGING (UOM) VENDOR	55 GAL DRUM	PACKAGING (UOM) VENDOR	Chevron Authorized Distrubutor - 55 Gal Drum
			Total Cost	$585.25	Total Cost	$396.45	Total Cost	$493.19	Total Cost	$403.98	Total Cost	$675.00
ANTIFREEZE, COOLANT, UNIVERSAL, GREEN	**9472**	**0**	MFG NAME	NO BID	MFG NAME	NA	MFG NAME	Valvoline	MFG NAME	N/A	MFG NAME	No Bid
		5 Gal Pail	MFG#	NO BID	MFG#	NA	MFG#	VV289245	MFG#	N/A	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	NA	PACKAGING (UOM) VENDOR	5gal drum	PACKAGING (UOM) VENDOR	N/A	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	NA	Total Cost	$64.16	Total Cost	N/A	Total Cost	No Bid
ANTIFREEZE, COOLANT, UNIVERSAL, GREEN	**2976**	**12**	MFG NAME	~~Majestic Lubricants~~	MFG NAME	Duramax AMAM 100%	MFG NAME	Shell	MFG NAME	N/A	MFG NAME	Chevron Lubricants
		Case	MFG#	~~MAJGAF100G~~	MFG#	950820100AM0807	MFG#	550041164	MFG#	N/A	MFG#	Per Manufactor Specification
			PACKAGING (UOM) VENDOR	~~MAJGAF100G~~	PACKAGING (UOM) VENDOR	6 gal case	PACKAGING (UOM) VENDOR	6/1 gal Case	PACKAGING (UOM) VENDOR	N/A	PACKAGING (UOM) VENDOR	Chevron Authorized Distrubutor - Case (6X1 Gal)
			Total Cost	~~$738.00~~	Total Cost	$45.74	Total Cost	$80.34	Total Cost	N/A	Total Cost	$540.00
ANTIFREEZE, COOLANT, UNIVERSAL, EXT LIFE, ORANGE Dex-Cool Extended Life Antifreeze/Coolant	**9473**	**0**	MFG NAME	NO BID	MFG NAME	Peak Dexcool 100%	MFG NAME	Valvoline	MFG NAME	PRESTON PRIME	MFG NAME	No Bid
		Gal	MFG#	NO BID	MFG#	696820100DO0807	MFG#	VV289228	MFG#	PRIMORANGE506/1	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	6 gal case	PACKAGING (UOM) VENDOR	GAL	PACKAGING (UOM) VENDOR	6 GALLON / CASE	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	$69.88	Total Cost	$7.93	Total Cost	$7.19	Total Cost	No Bid
ANTIFREEZE, COOLANT, UNIVERSAL, EXT LIFE, ORANGE Dex-Cool Extended Life Antifreeze/Coolant	**9474**	**0**	MFG NAME	NO BID	MFG NAME	NA	MFG NAME	Valvoline	MFG NAME	N/A	MFG NAME	No Bid
		5 Gal Pail	MFG#	NO BID	MFG#	NA	MFG#	VV289229	MFG#	N/A	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	NA	PACKAGING (UOM) VENDOR	5 GAL	PACKAGING (UOM) VENDOR	N/A	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	NA	Total Cost	$70.23	Total Cost	N/A	Total Cost	No Bid
ANTIFREEZE, COOLANT, UNIVERSAL, EXT LIFE, ORANGE Dex-Cool Extended Life Antifreeze/Coolant	**2978**	**0**	MFG NAME	NO BID	MFG NAME	peak Dexcool 100%	MFG NAME	Valvoline	MFG NAME	PRESTON PRIME	MFG NAME	No Bid
		Case	MFG#	NO BID	MFG#	696820100DO0807	MFG#	VV289237	MFG#	PRIMORANGE506/1	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	6 gal case	PACKAGING (UOM) VENDOR	6/1 GAL	PACKAGING (UOM) VENDOR	6/1GAL CASE	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	$69.88	Total Cost	$75.51	Total Cost	$42.12	Total Cost	No Bid
ANTIFREEZE, COOLANT, UNIVERSAL, EXTENDED LIFE, PRE-MIXED 50/50, ORANGE Dex-Cool Extended Life Antifreeze/Coolant Pre-Mixed 50/50	**9475**	**0**	MFG NAME	NO BID	MFG NAME	Peak Dexcool 50/50	MFG NAME	Shellzone ELC 5050	MFG NAME	PRESTON PRIME	MFG NAME	No Bid
		Gal	MFG#	NO BID	MFG#	696825050DO0807	MFG#	BULK	MFG#	PRIMORANGE506/1	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	6 gal case	PACKAGING (UOM) VENDOR	1 GAL	PACKAGING (UOM) VENDOR	GALLON	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	$51.88	Total Cost	$8.22	Total Cost	$7.19	Total Cost	No Bid
ANTIFREEZE, COOLANT, UNIVERSAL, EXTENDED LIFE, PRE-MIXED 50/50, ORANGE Dex-Cool Extended Life Antifreeze/Coolant Pre-Mixed 50/50	**9476**	**0**	MFG NAME	NO BID	MFG NAME	NA	MFG NAME	Shellzone ELC 5050	MFG NAME	N/A	MFG NAME	No Bid
		5 Gal Pail	MFG#	NO BID	MFG#	NA	MFG#	9401006021	MFG#	N/A	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	NA	PACKAGING (UOM) VENDOR	5 GAL	PACKAGING (UOM) VENDOR	N/A	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	NA	Total Cost	$67.58	Total Cost	N/A	Total Cost	No Bid
ANTIFREEZE, COOLANT, UNIVERSAL, EXTENDED LIFE, PRE-MIXED 50/50, ORANGE Dex-Cool Extended Life Antifreeze/Coolant Pre-Mixed 50/50	**7427**	**34**	MFG NAME	NO BID	MFG NAME	Peak Dexcool 50/50	MFG NAME	Shellzone ELC 5050	MFG NAME	CHEVRON	MFG NAME	Chevron Lubricants
		Case	MFG#	NO BID	MFG#	696825050DO0807	MFG#	9401006056	MFG#	227063	MFG#	Per Manufactor Specification
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	6 gal case	PACKAGING (UOM) VENDOR	6/1 GAL	PACKAGING (UOM) VENDOR	6/1GAL CASE	PACKAGING (UOM) VENDOR	Chevron Autthoized Distributor - Case (6X1Gal)
			Total Cost	NO BID	Total Cost	$51.88	Total Cost	$101.39	Total Cost	$53.70	Total Cost	$2,244.00
ANTIFREEZE, COOLANT, EXTENDED LIFE, RED Extended Life Coolant / Anti-freeze	**2981**	**0**	MFG NAME	NO BID	MFG NAME	Peak Final Chg Noat 100%	MFG NAME	Shellzone ELC 5050	MFG NAME	CHEVRON	MFG NAME	No Bid
		55 Gal Drum	MFG#	NO BID	MFG#	69282010NR0810	MFG#	9401006089	MFG#	227811	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	55 gal drum	PACKAGING (UOM) VENDOR	55-GAL DRUM	PACKAGING (UOM) VENDOR	55GAL DRUM	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	$594.32	Total Cost	$668.43	Total Cost	$522.50	Total Cost	No Bid
ANTIFREEZE, COOLANT, EXTENDED LIFE, RED Extended Life Coolant / Anti-freeze	**9477**	**0**	MFG NAME	NO BID	MFG NAME	NA	MFG NAME	VALOLINE	MFG NAME	N/A	MFG NAME	No Bid
		5 Gal Pail	MFG#	NO BID	MFG#	NA	MFG#	719009	MFG#	N/A	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	NA	PACKAGING (UOM) VENDOR	5 GAL	PACKAGING (UOM) VENDOR	N/A	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	NA	Total Cost	$245.93	Total Cost	N/A	Total Cost	No Bid
ANTIFREEZE, COOLANT, EXTENDED LIFE, PREMIXED 50/50, RED Extended Life Prediluted 50/50 Coolant / Anti-Freeze	**9478**	**0**	MFG NAME	NO BID	MFG NAME	NA	MFG NAME	VALOLINE	MFG NAME	N/A	MFG NAME	No Bid
		5 Gal Pail	MFG#	NO BID	MFG#	NA	MFG#	719009	MFG#	N/A	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	NA	PACKAGING (UOM) VENDOR	5 GAL	PACKAGING (UOM) VENDOR	N/A	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	NA	Total Cost	$65.41	Total Cost	N/A	Total Cost	No Bid
ANTIFREEZE, COOLANT, EXTENDED LIFE, PREMIXED 50/50, RED Extended Life Prediluted 50/50 Coolant / Anti-Freeze	**9479**	**0**	MFG NAME	NO BID	MFG NAME	NA	MFG NAME	VALVOLINE	MFG NAME	N/A	MFG NAME	No Bid
		5 Gal Pail	MFG#	NO BID	MFG#	NA	MFG#	719009	MFG#	N/A	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	NA	PACKAGING (UOM) VENDOR	5 GAL	PACKAGING (UOM) VENDOR	N/A	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	NA	Total Cost	$59.77	Total Cost	N/A	Total Cost	No Bid
ANTIFREEZE, COOLANT, EXTENDED LIFE, PREMIXED 50/50, RED Extended Life Prediluted 50/50 Coolant / Anti-Freeze	**2984**	**2**	MFG NAME	~~Majestic Lubricants~~	MFG NAME	Peak Final Chg 50/50	MFG NAME	CHEVRON	MFG NAME	CHEVRON	MFG NAME	Chevron Lubricants
		Case	MFG#	~~MAJRAFG~~	MFG#	69285050NR0807	MFG#	227811497-6pk	MFG#	227811	MFG#	Per Manufactor Specification
			PACKAGING (UOM) VENDOR	~~MAJRAFG~~	PACKAGING (UOM) VENDOR	6 gal case	PACKAGING (UOM) VENDOR	4/1 Gal- CASE	PACKAGING (UOM) VENDOR	6/1GAL CASE	PACKAGING (UOM) VENDOR	Chevron Autorized Distributor -Case (6x1 gal)
			Total Cost	~~$72.60~~	Total Cost	$50.55	Total Cost	$126.10	Total Cost	$70.04	Total Cost	$143.00
GREASE, LUBRICANT, MULTIPURPOSE, LITHIUM SOAP	**3023**	**4**	MFG NAME	Majestic Lubricants	MFG NAME	AGD Multipurpose Lithium Grease	MFG NAME	Mystik	MFG NAME	CHEVRON	MFG NAME	Shell Lubricants
		16 Gal Keg (EA)	MFG#	MAJHD1	MFG#	990727011841329	MFG#	1640	MFG#	259118	MFG#	Per Manufactor Specification
			PACKAGING (UOM) VENDOR	MAJHD1	PACKAGING (UOM) VENDOR	16 gal keg	PACKAGING (UOM) VENDOR	16gal KEG	PACKAGING (UOM) VENDOR	1/120LB	PACKAGING (UOM) VENDOR	Shell Authorized Distributor - 16 Gal Keg
			Total Cost	$1,420.00	Total Cost	$439.88	Total Cost	$339.00	Total Cost	$483.55	Total Cost	$2,376.00
GREASE, LUBRICANT, MULTIPURPOSE, LITHIUM SOAP	**3024**	**110**	MFG NAME	~~Majestic Lubricants~~	MFG NAME	AGD Multipurpose Lithium Grease	MFG NAME	Mystik	MFG NAME	CHEVRON	MFG NAME	Shell Lubricants
		Case	MFG#	~~MAJHD1~~	MFG#	990727011911109	MFG#	1640	MFG#	259118	MFG#	Per Manufactor Specification

ITB #26-05 OILS AND LUBRICANTS

OPEN DATE:	RESPONDENT'S NAME		Alikhan Logistics LLC		Acsend Wholesale		Atlantic Petroleum & Mineral Resources, Inc.		B & K Motor Parts, Inc. dba Napa Auto Parts		Nesu Holdings LLC	
TUESDAY, FEBRUAY 3, 2026	ADDRESS		13256 Vista Glen Ln		1811 Colonial Dr.		1445 North Loop W FRW		2705 North Velasco Dr.		2775 Cruse Road NW Ste 802	
LOCATION:			Euless, Texas		Green Cove Springs, Florida		Houston, Texas		Angleton, Texas		Lawrenceville, Georgia	
PURCHASING CONFERENCE ROOM	QUOTED BY:		Omair Alikhan		Rebecca Williams		Anthony Ndah		Billy Efird		Usen Usen	
237 E. LOCUST ST. SUITE 406	TELEPHONE NUMBER:		682-702-2537		904-891-3570		713-223-2767		979-849-2305		888-458-4750	
ANGLETON, TX 77515	EMAIL:		omair@alikhanlogistics.com		bids@ascendwholesale4U.com		sales@atlanticpetro.com		befirdnapa@gmail.com		govcontracts@nesuholdings.com	
			PACKAGING (UOM) VENDOR	~~MAJHD1~~	PACKAGING (UOM) VENDOR	10/14oz case	PACKAGING (UOM) VENDOR	10/14oz	PACKAGING (UOM) VENDOR	10TUBES/CASE	PACKAGING (UOM) VENDOR	Shell Authorized Distributor - case (10X14 oz Tubes)
			Total Cost	~~$3,619.00~~	Total Cost	$31.70	Total Cost	$57.34	Total Cost	$37.60	Total Cost	$15,510
OIL, CIRCULATING, HIGH PERFORMANCE Heat Transfer Oil	3055	0 Gal	MFG NAME	NO BID	MFG NAME	NA	MFG NAME	Chevron	MFG NAME	PINNACLE RESOURCES	MFG NAME	No Bid
			MFG#	NO BID	MFG#	NA	MFG#	3002983	MFG#	PRHTI5046BULK	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	NA	PACKAGING (UOM) VENDOR	55 gal drum	PACKAGING (UOM) VENDOR	GAL BULK	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	NA	Total Cost	$539.00	Total Cost	$9.30	Total Cost	No Bid
OIL, GEAR, MULTIGEAR, PETROLEUM BASED, HIGH TEMPERATURE, 80W90 Spirax HDGA	7950	1 Case	MFG NAME	~~Majestic Lubricants~~	MFG NAME	Shell Spirax HDGA 80w90	MFG NAME	SHELL	MFG NAME	N/A	MFG NAME	Shell Lubricants
			MFG#	~~MAI80W90Q~~	MFG#	500654809001401	MFG#	550043590	MFG#	N/A	MFG#	Per Manufactor Specification
			PACKAGING (UOM) VENDOR	~~MAI80W90Q~~	PACKAGING (UOM) VENDOR	12 qt case	PACKAGING (UOM) VENDOR	12/1 QT CASE	PACKAGING (UOM) VENDOR	N/A	PACKAGING (UOM) VENDOR	Shell Authorized Distributor - Case (12X1gt)
			Total Cost	~~$32.10~~	Total Cost	$85.88	Total Cost	$97.46	Total Cost	N/A	Total Cost	$136.00
OIL, GEAR, MULTIGEAR, PETROLEUM BASED, HIGH TEMPERATURE, 85W140	3062	0 55 Gal Drum	MFG NAME	NO BID	MFG NAME	Drydene Gear 85w140	MFG NAME	Valvoline	MFG NAME	PINNACLE RESOURCES	MFG NAME	No Bid
			MFG#	NO BID	MFG#	949658514MP0810	MFG#	319	MFG#	PRBSW140LS1-55	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	55 gal drum	PACKAGING (UOM) VENDOR	55 gal drum	PACKAGING (UOM) VENDOR	55 GAL DRUM	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	$471.90	Total Cost	$542.48	Total Cost	$623.65	Total Cost	No Bid
OIL, GEAR, MULTIGEAR, PETROLEUM BASED, HIGH TEMPERATURE, 85W140	3063	0 5 Gal Pail	MFG NAME	NO BID	MFG NAME	Drydene Gear 85w140	MFG NAME	Valvoline	MFG NAME	PINNACLE RESOURCES	MFG NAME	No Bid
			MFG#	NO BID	MFG#	949658514MP0813	MFG#	319639	MFG#	PRSSW140LS1-5	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	5 gal pail	PACKAGING (UOM) VENDOR	5 gal pail	PACKAGING (UOM) VENDOR	5 GAL PAIL	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	$52.80	Total Cost	$62.48	Total Cost	$66.24	Total Cost	No Bid
OIL, GEAR, SYNTHETIC, 80W140	7058	0 55 Gal Drum	MFG NAME	NO BID	MFG NAME	Drydene Elite 80w140	MFG NAME	Valvoline	MFG NAME	PINNACLE RESOURCES	MFG NAME	No Bid
			MFG#	NO BID	MFG#	949678014GE0810	MFG#	M325	MFG#	PRSYN80W140DRUM	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	55 gal drum	PACKAGING (UOM) VENDOR	55 gal drum	PACKAGING (UOM) VENDOR	55GAL DRUM	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	$1,054.92	Total Cost	$627.19	Total Cost	$987.97	Total Cost	No Bid
OIL, GEAR, SYNTHETIC, 80W140	3066	0 5 Gal Pail	MFG NAME	NO BID	MFG NAME	Drydene Elite 80w140	MFG NAME	Valvoline	MFG NAME	N/A	MFG NAME	No Bid
			MFG#	NO BID	MFG#	949678014GE0813	MFG#	325	MFG#	N/A	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	5 gal pail	PACKAGING (UOM) VENDOR	5 gal drum	PACKAGING (UOM) VENDOR	N/A	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	$105.47	Total Cost	$75.45	Total Cost	N/A	Total Cost	No Bid
OIL, GEAR, SYNTHETIC, 80W140	7057	0 16 Gal Keg (EA)	MFG NAME	NO BID	MFG NAME	Drydene Elite 80w140	MFG NAME	MARATHON	MFG NAME	N/A	MFG NAME	No Bid
			MFG#	NO BID	MFG#	949678014GE1331	MFG#	MO334	MFG#	N/A	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	16 gal keg	PACKAGING (UOM) VENDOR	16-GAL KEG	PACKAGING (UOM) VENDOR	N/A	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	$347.85	Total Cost	$771.87	Total Cost	N/A	Total Cost	No Bid
OIL, GEAR, MULTIPURPOSE, SYNTHETIC, EXTENDED WARRANTY, HEAVY DUTY, 75W90	3069	0 5 Gal Pail	MFG NAME	NO BID	MFG NAME	Drydene Elite 75w90	MFG NAME	Valvoline	MFG NAME	PINNACLE RESOURCES	MFG NAME	No Bid
			MFG#	NO BID	MFG#	949677590GE0813	MFG#	325	MFG#	PR75901/5	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	5 gal pail	PACKAGING (UOM) VENDOR	5 gal	PACKAGING (UOM) VENDOR	5 GAL PAIL	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	$96.67	Total Cost	$73.68	Total Cost	$92.81	Total Cost	No Bid
OIL, MARINE, 2 CYCLE	3101	0 Case	MFG NAME	NO BID	MFG NAME	Kendall Marine 2 cycle	MFG NAME	Marathon	MFG NAME	N/A	MFG NAME	No Bid
			MFG#	NO BID	MFG#	232389999MA1401	MFG#	M0295	MFG#	N/A	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	12 qt case	PACKAGING (UOM) VENDOR	10/16oz case	PACKAGING (UOM) VENDOR	N/A	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	$73.72	Total Cost	$69.32	Total Cost	N/A	Total Cost	No Bid
OIL, MOTOR, HIGH PERFORMANCE, HEAVY DUTY, 15W40	3106	1810 Gal	MFG NAME	Majestic Lubricants	MFG NAME	Drydene FLT 15w40	MFG NAME	Valvoline	MFG NAME	WARREN OIL	MFG NAME	Shell Lubricants
			MFG#	MAJ15W40B	MFG#	949281540DF0804	MFG#	244	MFG#	109700	MFG#	Per Manufactor Specification
			PACKAGING (UOM) VENDOR	MAJ15W40B	PACKAGING (UOM) VENDOR	3 gal case	PACKAGING (UOM) VENDOR	bulk	PACKAGING (UOM) VENDOR	GAL BULK	PACKAGING (UOM) VENDOR	Shell Authorized Distributor - Bulk
			Total Cost	$15,837.50	Total Cost	$42.81	Total Cost	$12.81	Total Cost	$8.75	Total Cost	$46,615.00
OIL, MOTOR, HIGH PERFORMANCE, HEAVY DUTY, 15W40	3107	12 55 Gal Drum	MFG NAME	Majestic Lubricants	MFG NAME	Drydene FLT 15w40	MFG NAME	Valvoline	MFG NAME	WARREN OIL	MFG NAME	Shell Lubricants
			MFG#	MAJ15W4055G	MFG#	949281540DF0810	MFG#	244	MFG#	109700	MFG#	Per Manufactor Specification
			PACKAGING (UOM) VENDOR	MAJ15W4055G	PACKAGING (UOM) VENDOR	55 gal drum	PACKAGING (UOM) VENDOR	55 gal drum	PACKAGING (UOM) VENDOR	55GAL DRUM	PACKAGING (UOM) VENDOR	Shell Authorized Distributor - 55 Gal Drum
			Total Cost	$6,900.00	Total Cost	$447.55	Total Cost	$543.11	Total Cost	$538.56	Total Cost	$17,431
OIL, MOTOR, HIGH PERFORMANCE, HEAVY DUTY, 15W40	3109	7 Case	MFG NAME	~~Majestic Lubricants~~	MFG NAME	Drydene FLT 15w40	MFG NAME	Valvoline	MFG NAME	CHEVRON	MFG NAME	Shell Lubricants
			MFG#	~~MAJ15W40G~~	MFG#	949281540DF0804	MFG#	244	MFG#	257007	MFG#	Per Manufactor Specification
			PACKAGING (UOM) VENDOR	~~MAJ15W40G~~	PACKAGING (UOM) VENDOR	3 gal case	PACKAGING (UOM) VENDOR	4/1 gal case	PACKAGING (UOM) VENDOR	3 GAL/ CASE	PACKAGING (UOM) VENDOR	Shell Authorized Distributor - Case (3X1 gal)
			Total Cost	~~$343.00~~	Total Cost	$42.81	Total Cost	$45.90	Total Cost	$44.96	Total Cost	$751.00
OIL, MOTOR, LIGHT DUTY, GAS ENGINE, 10W30	7429	0 Gal	MFG NAME	NO BID	MFG NAME	Duramax syn blen 10w30	MFG NAME	Valvoline	MFG NAME	PINNACLE RESOURCES	MFG NAME	No Bid
			MFG#	NO BID	MFG#	950241030SB0817	MFG#	244	MFG#	PRSB10W30	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	6 gal box	PACKAGING (UOM) VENDOR	bulk	PACKAGING (UOM) VENDOR	GAL BULK	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	$71.56	Total Cost	$9.26	Total Cost	$7.38	Total Cost	No Bid
OIL, MOTOR, LIGHT DUTY, GAS ENGINE, 10W30	3111	1 55 Gal Drum	MFG NAME	Majestic Lubricants	MFG NAME	Duramax syn blen 10w30	MFG NAME	Valvoline	MFG NAME	PINNACLE RESOURCES	MFG NAME	Shell Lubricants
			MFG#	MAJLD10W3055G	MFG#	950241030SB0810	MFG#	244	MFG#	PRSB10W30	MFG#	Per Manufactor Specification
			PACKAGING (UOM) VENDOR	MAJLD10W3055G	PACKAGING (UOM) VENDOR	55 gal drum	PACKAGING (UOM) VENDOR	55 gal drum	PACKAGING (UOM) VENDOR	55GAL DRUM	PACKAGING (UOM) VENDOR	Shell Authorized Distributor -55 Gal Drum
			Total Cost	$575.00	Total Cost	$355.17	Total Cost	$491.92	Total Cost	$427.57	Total Cost	$1,453.00
OIL, MOTOR, LIGHT DUTY, GAS ENGINE, 10W30	3113	26 Cases	MFG NAME	~~Majestic Lubricants~~	MFG NAME	Duramax syn blen 10w30	MFG NAME	SHELL	MFG NAME	PINNACLE RESOURCES	MFG NAME	Shell Lubricants
			MFG#	~~MAJLD10W30Q~~	MFG#	950241030SB 1401	MFG#	550045146	MFG#	PRSB10W304/1GAL	MFG#	Per Manufactor Specification
			PACKAGING (UOM) VENDOR	~~MAJLD10W30Q~~	PACKAGING (UOM) VENDOR	12 qt case	PACKAGING (UOM) VENDOR	6/1 QT case	PACKAGING (UOM) VENDOR	4 GAL/ CASE	PACKAGING (UOM) VENDOR	Shell Authorized Distributor - Case (6x1qt)
			Total Cost	~~$1,138.80~~	Total Cost	$31.21	Total Cost	$73.16	Total Cost	$48.65	Total Cost	$2,790.00
OIL, MOTOR, MULTIGRADE, HEAVY DUTY, DIESEL ENGINE, 15W40	3117	100 Gal	MFG NAME	Majestic Lubricants	MFG NAME	Drydene FLT 15w40	MFG NAME	SHELL	MFG NAME	WARREN OIL	MFG NAME	Shell Lubricants
			MFG#	MAJ15W40B	MFG#	949281540DF0804	MFG#	#56224555	MFG#	109,700.00	MFG#	Per Manufactor Specification
			PACKAGING (UOM) VENDOR	MAJ15W40B	PACKAGING (UOM) VENDOR	3 gal case	PACKAGING (UOM) VENDOR	bulk	PACKAGING (UOM) VENDOR	GAL BULK	PACKAGING (UOM) VENDOR	Shell Authorized Distributor -Bulk
			Total Cost	$875.00	Total Cost	$42.81	Total Cost	$8.56	Total Cost	$8.75	Total Cost	$2,575.00
OIL, MOTOR, T MULTIGRADE SAE 15W-40 (USE IN ALL AGE VEHICLES)	7430	150 Gal	MFG NAME	Majestic Lubricants	MFG NAME	Drydene FLT 15w40	MFG NAME	Marathon	MFG NAME	WARREN OIL	MFG NAME	Shell Lubricants
			MFG#	MAJ15W40B	MFG#	949281540DF0804	MFG#	#91235	MFG#	$109,700.00	MFG#	Per Manufactor Specification
			PACKAGING (UOM) VENDOR	MAJ15W40B	PACKAGING (UOM) VENDOR	3 gal case	PACKAGING (UOM) VENDOR	Bulk	PACKAGING (UOM) VENDOR	GAL BULK	PACKAGING (UOM) VENDOR	Shell Authorized Distributor - Bulk
			Total Cost	$1,312.50	Total Cost	$43.81	Total Cost	$8.72	Total Cost	$8.75	Total Cost	$3,863.00
OIL, MOTOR, T MULTIGRADE SAE 15W-40 (CK-4),(USE IN ALL AGE VEHICLES)	7431	0 Case	MFG NAME	~~Majestic Lubricants~~	MFG NAME	Drydene FLT 15w40	MFG NAME	Marathon	MFG NAME	NAPA OIL	MFG NAME	No Bid
			MFG#	~~MAJ15W40G~~	MFG#	949281540DF0804	MFG#	91203	MFG#	75122	MFG#	No Bid
			PACKAGING (UOM) VENDOR	~~MAJ15W40G~~	PACKAGING (UOM) VENDOR	3 gal case	PACKAGING (UOM) VENDOR	4/1 gal case	PACKAGING (UOM) VENDOR	3/1GAL CASE	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	~~$0.00~~	Total Cost	$42.81	Total Cost	$54.45	Total Cost	$57.66	Total Cost	No Bid
OIL, MOTOR, HEAVY DUTY, HIGH TEMP, 20W50 HFORMULASHELL 20W-50	3158	0 Cases	MFG NAME	NO BID	MFG NAME	Duramax 20w50	MFG NAME	Marathon	MFG NAME	NAPA OIL	MFG NAME	No Bid
			MFG#	NO BID	MFG#	950240505B1401	MFG#	M0521	MFG#	75320	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	12 qt case	PACKAGING (UOM) VENDOR	6/1 QT case	PACKAGING (UOM) VENDOR	12/1QT CASE	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	$37.65	Total Cost	$79.33	Total Cost	$69.24	Total Cost	No Bid
OIL, MOTOR, LIGHT DUTY, GAS ENGINE, 5W20 FORMULASHELL 5W20	7433	190 Gal/Bulk	MFG NAME	Majestic Lubricants	MFG NAME	Duramax Syn Blen 5w20	MFG NAME	Shell	MFG NAME	PINNACLE RESOURCES	MFG NAME	Shell Lubricants
			MFG#	MAJLD5W20B	MFG#	950240520SB0812	MFG#	525	MFG#	PRSBSW20BULK	MFG#	Per Manufactor Specification
			PACKAGING (UOM) VENDOR	MAJLD5W20B	PACKAGING (UOM) VENDOR	Gal/Bulk	PACKAGING (UOM) VENDOR	gal bulk	PACKAGING (UOM) VENDOR	GAL BULK	PACKAGING (UOM) VENDOR	Shell Distributor - Bulk
			Total Cost	$1,871.50	Total Cost	$7.43 gal	Total Cost	$7.51	Total Cost	$7.15	Total Cost	$2,693.00
OIL, MOTOR, LIGHT DUTY, GAS ENGINE, 5W20	3155	40 Case	MFG NAME	~~Majestic Lubricants~~	MFG NAME	Duramax Syn Blen 5w20	MFG NAME	Shell	MFG NAME	NAPA OIL	MFG NAME	Shell Lubricants
			MFG#	~~MAJLD5W20Q~~	MFG#	950240520SB1401	MFG#	2525	MFG#	75150	MFG#	Per Manufactor Specification
			PACKAGING (UOM) VENDOR	~~MAJLD5W20Q~~	PACKAGING (UOM) VENDOR	12 qt case	PACKAGING (UOM) VENDOR	3/1 gal Case	PACKAGING (UOM) VENDOR	12/1QT CASE	PACKAGING (UOM) VENDOR	Shell Authorized Distributor - Case (6X1gt)
			Total Cost	~~$1,752.00~~	Total Cost	$30.78	Total Cost	$53.08	Total Cost	$47.88	Total Cost	$4,293.00
OIL, MOTOR, LIGHT DUTY, GAS ENGINE, 5W30	3164	41 Cases	MFG NAME	~~Majestic Lubricants~~	MFG NAME	Duramax Syn Blen 5w30	MFG NAME	Shell	MFG NAME	NAPA OIL	MFG NAME	Shell Lubricants
			MFG#	~~MAJLD5W30Q~~	MFG#	950240530SB1401	MFG#	2536	MFG#	75050	MFG#	Per Manufactor Specification
			PACKAGING (UOM) VENDOR	~~MAJLD5W30Q~~	PACKAGING (UOM) VENDOR	12 qt case	PACKAGING (UOM) VENDOR	3/1 gal Case	PACKAGING (UOM) VENDOR	12/1QT CASE	PACKAGING (UOM) VENDOR	Shell Authorized Distributor - Case (6x1qt)
			Total Cost	~~$1,795.80~~	Total Cost	$30.90	Total Cost	$45.00	Total Cost	$47.88	Total Cost	$4,400.00
OIL, TRANSMISSION AND DRIVE TRAIN, 50 SPIRAX S4CX50	3203	0 55 Gal Drum	MFG NAME	NO BID	MFG NAME	Phillips66 Powerdrive 50	MFG NAME	Shell	MFG NAME	CHEVRON	MFG NAME	No Bid
			MFG#	NO BID	MFG#	231450050PD0810	MFG#	2536	MFG#	293107	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	55 gal drum	PACKAGING (UOM) VENDOR	55 gal drum	PACKAGING (UOM) VENDOR	55GAL DRUM	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	$781.52	Total Cost	$638.18	Total Cost	$808.28	Total Cost	No Bid

ITB #26-05 OILS AND LUBRICANTS

OPEN DATE:	RESPONDENT'S NAME		Alikhan Logistics LLC		Acsend Wholesale		Atlantic Petroleum & Mineral Resources, Inc.		B & K Motor Parts, Inc. dba Napa Auto Parts		Nesu Holdings LLC	
TUESDAY, FEBRUAY 3, 2026	ADDRESS		13256 Vista Glen Ln		1811 Colonial Dr.		1445 North Loop W FRW		2705 North Velasco Dr.		2775 Cruse Road NW Ste 802	
LOCATION:			Euless, Texas		Green Cove Springs, Florida		Houston, Texas		Angleton, Texas		Lawrenceville, Georgia	
PURCHASING CONFERENCE ROOM	QUOTED BY:		Omair Alikhan		Rebecca Williams		Anthony Ndah		Billy Efird		Usen Usen	
237 E. LOCUST ST. SUITE 406	TELEPHONE NUMBER:		682-702-2537		904-891-3570		713-223-2767		979-849-2305		888-458-4750	
ANGLETON, TX 77515	EMAIL:		omair@alikhanlogistics.com		bids@ascendwholesale4U.com		sales@atlanticpetro.com		befirdnapa@gmail.com		govcontracts@nesuholdings.com	
POWER STEERING FLUID, GM CHRYSLER FORMULASHELL	**3210**	**0**	MFG NAME	NO BID	MFG NAME	MAG1 power steer fluid	MFG NAME	MOPAR	MFG NAME	NAPA OIL	MFG NAME	No Bid
		Case	MFG#	NO BID	MFG#	584769999ps1405	MFG#	68088485AA	MFG#	9832	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	6qtl case	PACKAGING (UOM) VENDOR	12/12oz / Case	PACKAGING (UOM) VENDOR	12/1QT CASE	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	$24.36	Total Cost	$131.01	Total Cost	$83.88	Total Cost	No Bid
OIL, TRANSMISSION HYDRAULIC FLUID, OFFROAD EQUIP	**3216**	**1890**	MFG NAME	Majestic Lubricants	MFG NAME	Drydene Transall UTHF	MFG NAME	Valvoline	MFG NAME	PINNACLE RESOURCES	MFG NAME	Shell Lubricants
		Gal/Bulk	MFG#	MAJHYDJ20CB	MFG#	949430055TA0812	MFG#	2084921	MFG#	PRPTHFBULK	MFG#	Per Manufactor Specification
			PACKAGING (UOM) VENDOR	MAJHYDJ20CB	PACKAGING (UOM) VENDOR	gal bulk	PACKAGING (UOM) VENDOR	bulk	PACKAGING (UOM) VENDOR	GAL BULK	PACKAGING (UOM) VENDOR	Shell Authorized distributor -Bulk
			Total Cost	$16,537.50	Total Cost	$8.63	Total Cost	$9.97	Total Cost	$7.75	Total Cost	$32,149
OIL, TRANSMISSION HYDRAULIC FLUID, OFFROAD EQUIP	**3217**	**6**	MFG NAME	Majestic Lubricants	MFG NAME	Drydene Transall UTHF	MFG NAME	Chevron	MFG NAME	PINNACLE RESOURCES	MFG NAME	Shell Lubricants
		55 Gal Drum	MFG#	MAJHYDJ2055G	MFG#	949430055TA0810	MFG#	275600	MFG#	PRPTHF1/55	MFG#	Per Manufactor Specification
			PACKAGING (UOM) VENDOR	MAJHYDJ2055G	PACKAGING (UOM) VENDOR	55 gal drum	PACKAGING (UOM) VENDOR	55 gal drum	PACKAGING (UOM) VENDOR	55GAL DRUM	PACKAGING (UOM) VENDOR	Shell Authorized Distributor - 55 Gal Drum
			Total Cost	$3,450.00	Total Cost	$420.98	Total Cost	$568.50	Total Cost	$471.90	Total Cost	$9,590.00
OIL, TRANSMISSION HYDRAULIC FLUID, OFFROAD EQUIP	**3218**	**0**	MFG NAME	NO BID	MFG NAME	Drydene Transall UTHF	MFG NAME	Chevron	MFG NAME	PINNACLE RESOURCES	MFG NAME	No Bid
		5 Gal Pail	MFG#	NO BID	MFG#	949430055TA0813	MFG#	275600	MFG#	PRPTHF1/5	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	5 gal pail	PACKAGING (UOM) VENDOR	5 gal pail	PACKAGING (UOM) VENDOR	5 GAL PAIL	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	$40.37	Total Cost	$59.12	Total Cost	$44.88	Total Cost	No Bid
OIL, TRANSMISSION, SYNTHETIC, HD LOW TEMP, 50	**3221**	**4**	MFG NAME	Majestic Lubricants	MFG NAME	Drydene Transall ES 50	MFG NAME	Chevron	MFG NAME	PINNACLE RESOURCES	MFG NAME	Shell Lubricants
		55 Gal Drum	MFG#	MAJCD5055G	MFG#	949400050TA0810	MFG#	275600	MFG#	PRSAE50W1/55	MFG#	Per Manufactor Specification
			PACKAGING (UOM) VENDOR	MAJCD5055G	PACKAGING (UOM) VENDOR	55 gal drum	PACKAGING (UOM) VENDOR	55 gal drum	PACKAGING (UOM) VENDOR	55GAL DRUM	PACKAGING (UOM) VENDOR	Shell Authorized Distributor - 55 Gal Drum
			Total Cost	$3,500.00	Total Cost	$1,165.16	Total Cost	$801.80	Total Cost	$865.58	Total Cost	$6,393.00
OIL, TRANSMISSION, SYNTHETIC, HD LOW TEMP, 50	**3223**	**0**	MFG NAME	NO BID	MFG NAME	Drydene Transall ES 50	MFG NAME	Chevron	MFG NAME	PINNACLE RESOURCES	MFG NAME	No Bid
		5 Gal Pail	MFG#	NO BID	MFG#	949400050TA0813	MFG#	275600	MFG#	PRSAE50W1/5	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	5 gal pail	PACKAGING (UOM) VENDOR	5 gal pail	PACKAGING (UOM) VENDOR	5 GAL PAIL	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	$115.69	Total Cost	$79.76	Total Cost	$83.82	Total Cost	No Bid
OIL, TRANSMISISON FLUID, CAR LIGHT DUTY TRUCK MERCON / DEXRON-III	**3230**	**0**	MFG NAME	NO BID	MFG NAME	Duramax D/M ATF	MFG NAME	Ford Motorcraft	MFG NAME	PINNACLE RESOURCES	MFG NAME	No Bid
		55 Gal Drum	MFG#	NO BID	MFG#	950390003000810	MFG#	81084702	MFG#	PRSYMVATF1/55	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	55 gal drum	PACKAGING (UOM) VENDOR	55 gal drum	PACKAGING (UOM) VENDOR	55GAL DRUM	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	$403.57	Total Cost	$537.19	Total Cost	$662.23	Total Cost	No Bid
OIL, TRANSMISSION FLUID, FORD, AUTOMATIC TRANS AUTOMATIC TRANSMISSION FLUID MERCON V	**3239**	**0**	MFG NAME	NO BID	MFG NAME	Kendall Versatrans	MFG NAME	Ford Motorcraft	MFG NAME	NAPA OIL	MFG NAME	No Bid
		Case	MFG#	NO BID	MFG#	232400ATFVT1401	MFG#	81084702	MFG#	75207	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	12 qt case	PACKAGING (UOM) VENDOR	4/1 gal Case	PACKAGING (UOM) VENDOR	12/1QT CASE	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	$66.77	Total Cost	$139.46	Total Cost	$86.04	Total Cost	No Bid
2-CYCLE OIL	**3185**	**0**	MFG NAME	NO BID	MFG NAME	Kendall 2 cycle	MFG NAME	Marathon	MFG NAME	VALVOLINE OIL	MFG NAME	No Bid
		Case	MFG#	NO BID	MFG#	232389999MA1401	MFG#	329577	MFG#	822384	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	12 qt case	PACKAGING (UOM) VENDOR	3/1 gal	PACKAGING (UOM) VENDOR	6/1QT CASE	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	$73.72	Total Cost	$73.45	Total Cost	$43.56	Total Cost	No Bid
OIL, MOTOR 5W-30 FULL SYNTHETIC	**9494**	**8**	MFG NAME	~~Majestic Lubricants~~	MFG NAME	Duramax Dexos syn 5w30	MFG NAME	Valvoline	MFG NAME	NAPA OIL	MFG NAME	Shell Lubricants
		Case	MFG#	~~MAJLDS5W30Q~~	MFG#	950250530D31401	MFG#	4813	MFG#	75520	MFG#	Per Manufactor Specification
			PACKAGING (UOM) VENDOR	~~MAJLDS5W30Q~~	PACKAGING (UOM) VENDOR	12 qt case	PACKAGING (UOM) VENDOR	3/1 gal Case	PACKAGING (UOM) VENDOR	12/1QT CASE	PACKAGING (UOM) VENDOR	Shell Authorized Distributor - Case (6x1qt)
			Total Cost	~~465.6~~	Total Cost	$40.92	Total Cost	58.03	Total Cost	69.6	Total Cost	$858.60
OIL, MOTOR SHELL ROTELLA T5 10W-30 SYNTHETIC BLEND	**9495**	**82**	MFG NAME	~~Majestic Lubricants~~	MFG NAME	Shell Rotella T5 10w30	MFG NAME	Shell	MFG NAME	CHEVRON	MFG NAME	Shell Lubricants
		Case	MFG#	~~MAILD10W30Q~~	MFG#	500281030T50804	MFG#	550045130	MFG#	25700	MFG#	Per Manufactor Specification
			PACKAGING (UOM) VENDOR	~~MAILD10W30Q~~	PACKAGING (UOM) VENDOR	3 gal case	PACKAGING (UOM) VENDOR	6/1 gal Case	PACKAGING (UOM) VENDOR	3/1GAL CASE	PACKAGING (UOM) VENDOR	Shell Authoized Distributor -Case (3X1gal)
			Total Cost	~~3591.6~~	Total Cost	$57.44	Total Cost	204.32	Total Cost	43.09	Total Cost	$8,800.00
OIL, TRANSMISSION, SYNTHETIC, LUBRISTRONG,ATF,RED	**9518**	**0**	MFG NAME	NO BID	MFG NAME	Duramax Global syn ATF	MFG NAME	Lubristrong	MFG NAME	N/A	MFG NAME	No Bid
		55 Gal Drum	MFG#	NO BID	MFG#	950405ATFMV0810	MFG#	1088739	MFG#	N/A	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	55 gal drum	PACKAGING (UOM) VENDOR	55 gal drum	PACKAGING (UOM) VENDOR	N/A	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	$582.22	Total Cost	673.11	Total Cost	N/A	Total Cost	No Bid
TRANSMISSION FLUID, SYNTHETIC 50, ATF, RED	**9711**	**0**	MFG NAME	NO BID	MFG NAME	NA	MFG NAME	Marathon	MFG NAME	N/A	MFG NAME	No Bid
		Case	MFG#	NO BID	MFG#	NA	MFG#	45078	MFG#	N/A	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	NA	PACKAGING (UOM) VENDOR	4/1 gal CASE	PACKAGING (UOM) VENDOR	N/A	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	NA	Total Cost	98.91	Total Cost	N/A	Total Cost	No Bid
ACTIFULL OT OAT, COOLANT, ANTIFREEZE, RED	**9712**	**11**	MFG NAME	~~Majestic Lubricants~~	MFG NAME	~~Peak Final Chg Pro 100%~~	MFG NAME	Actifull	MFG NAME	N/A	MFG NAME	Recochem Inc.
		Case	MFG#	~~MAJRAFG~~	MFG#	~~69282010PRO807~~	MFG#	ACTF0876	MFG#	N/A	MFG#	Per Manufactor Specification
			PACKAGING (UOM) VENDOR	~~MAJRAFG~~	PACKAGING (UOM) VENDOR	~~6 gal case~~	PACKAGING (UOM) VENDOR	3/1 gal	PACKAGING (UOM) VENDOR	N/A	PACKAGING (UOM) VENDOR	Manufacturer Authorized Distributor-Case (6X1gal)
			Total Cost	~~399.3~~	Total Cost		Total Cost	122.18	Total Cost	N/A	Total Cost	$865.76
ACTIFULL OT OAT, COOLANT, ANTIFREEZE, GREEN	**9734**	**6**	MFG NAME	~~Majestic Lubricants~~	MFG NAME	Peak Longlife	MFG NAME	Chevron	MFG NAME	N/A	MFG NAME	Recochem Inc.
		Case	MFG#	~~MAJGAFG~~	MFG#	694820100LY0807	MFG#	73341738	MFG#	N/A	MFG#	Per Manufactor Specification
			PACKAGING (UOM) VENDOR	~~MAJGAFG~~	PACKAGING (UOM) VENDOR	6 gal case	PACKAGING (UOM) VENDOR	4/1 gal CASE	PACKAGING (UOM) VENDOR	N/A	PACKAGING (UOM) VENDOR	Manufacturer Authorized Distributor-Case (6X1gal)
			Total Cost	~~217.8~~	Total Cost	$38.87	Total Cost	143.11	Total Cost	N/A	Total Cost	$472.00
DEF (Diesel Exhaust Fluid) Blue Sky 2.5 GAL Jugs/ 2 Per case per Pallet	**9693**	**1898**	MFG NAME	~~Majestic Lubricants~~	MFG NAME	Drydene DEF	MFG NAME	Brenntag	MFG NAME	TRANSLIQUID	MFG NAME	Blue Sky DEF
		Case	MFG#	~~MAJDEF2.5C~~	MFG#	949220032DA0819	MFG#	94738	MFG#	NXDEF2.5BOXJUG	MFG#	Per Manufactor Specification
			PACKAGING (UOM) VENDOR	~~MAJDEF2.5C~~	PACKAGING (UOM) VENDOR	2.5 gal	PACKAGING (UOM) VENDOR	2/2.5 gal case	PACKAGING (UOM) VENDOR	1/ 2.5 JUG	PACKAGING (UOM) VENDOR	Blue Sky Def Authorized Distributor -Case - 2X2.5 Gal)
			Total Cost	~~3137~~	Total Cost	$9.44	Total Cost	20.67	Total Cost	9.3O	Total Cost	$124,883.00
OIL, ENGINE, SAE-0W-20 (1 GAL)	**9713**	**3440**	MFG NAME	NO BID	MFG NAME	Duramax Dexos 0w20	MFG NAME	Valvoline	MFG NAME	PINNACLE RESOURCES	MFG NAME	Shell Lubricants
		Case	MFG#	NO BID	MFG#	950259020D31401	MFG#	9012194	MFG#	PRF50W20BULK	MFG#	Per Manufactor Specification
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	12qt Case	PACKAGING (UOM) VENDOR	4/1 gal case	PACKAGING (UOM) VENDOR	1GAL/BULK	PACKAGING (UOM) VENDOR	Shell Authorized Distributor -Case (6x1qt)
			Total Cost	NO BID	Total Cost	$35.94	Total Cost	153.94	Total Cost	9.69	Total Cost	$369,198
HIGH PRESSURE GREASE, SYNTHEX SXG999			MFG NAME	NO BID	MFG NAME	NA	MFG NAME	Chevron	MFG NAME	N/A	MFG NAME	No Bid
		Case	MFG#	NO BID	MFG#	NA	MFG#	4799237	MFG#	N/A	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	NA	PACKAGING (UOM) VENDOR	4/1 gal Case	PACKAGING (UOM) VENDOR	N/A	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	NA	Total Cost	128.04	Total Cost	N/A	Total Cost	No Bid
SYNTHEX DURAS TRANSMISSION DRIVETRAIN OIL, TO-4 SAE10W			MFG NAME	NO BID	MFG NAME	NA	MFG NAME	Chevron	MFG NAME	N/A	MFG NAME	No Bid
		Case	MFG#	NO BID	MFG#	NA	MFG#	4799237	MFG#	N/A	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	NA	PACKAGING (UOM) VENDOR	4/1 gal Case	PACKAGING (UOM) VENDOR	N/A	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	NA	Total Cost	118.04	Total Cost	N/A	Total Cost	No Bid
SYNTHEX DURAS TRANSMISSION DRIVETRAIN OIL, TO-4 SAE 30			MFG NAME	NO BID	MFG NAME	NA	MFG NAME	Chevron	MFG NAME	N/A	MFG NAME	No Bid
		Case	MFG#	NO BID	MFG#	NA	MFG#	4799237	MFG#	N/A	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	NA	PACKAGING (UOM) VENDOR	4/1 gal Case	PACKAGING (UOM) VENDOR	N/A	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	NA	Total Cost	118.04	Total Cost	N/A	Total Cost	No Bid
SYNTHEX DURAS TRANSMISSION DRIVETRAIN OIL, TO-4 SAE 50			MFG NAME	NO BID	MFG NAME	NA	MFG NAME	Chevron	MFG NAME	N/A	MFG NAME	No Bid
		Case	MFG#	NO BID	MFG#	NA	MFG#	134434	MFG#	N/A	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	NA	PACKAGING (UOM) VENDOR	4/1 gal Case	PACKAGING (UOM) VENDOR	N/A	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	NA	Total Cost	112.83	Total Cost	N/A	Total Cost	No Bid
SYNTHEX GRAVIS ELITE SAE 50 FULL SYNTHETIC MANUAL TRANSMISSION FLUID			MFG NAME	NO BID	MFG NAME	NA	MFG NAME	Chevron	MFG NAME	N/A	MFG NAME	No Bid
		Case	MFG#	NO BID	MFG#	NA	MFG#	134434	MFG#	N/A	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	NA	PACKAGING (UOM) VENDOR	4/1 gal Case	PACKAGING (UOM) VENDOR	N/A	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	NA	Total Cost	113.05	Total Cost	N/A	Total Cost	No Bid
SYNTHEX GRAVIS ELITE SAE 40 FULL SYNTHETIC MANUAL TRANSMISSION FLUID			MFG NAME	NO BID	MFG NAME	NA	MFG NAME	Phillips66	MFG NAME	N/A	MFG NAME	No Bid
		Case	MFG#	NO BID	MFG#	NA	MFG#	66-102734	MFG#	N/A	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	NA	PACKAGING (UOM) VENDOR	4/1 gal Case	PACKAGING (UOM) VENDOR	N/A	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	NA	Total Cost	108.558	Total Cost	N/A	Total Cost	No Bid
AVIATION OIL, PHILLIPS 66 X/C SAE20W-50			MFG NAME	NO BID	MFG NAME	Phillips66 XC 20w50	MFG NAME	PHILLIP66	MFG NAME	N/A	MFG NAME	No Bid
		Case	MFG#	NO BID	MFG#	231362050XC1401	MFG#	810284	MFG#	N/A	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	12 qt case	PACKAGING (UOM) VENDOR	4/1 gal CASE	PACKAGING (UOM) VENDOR	N/A	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	$75.66	Total Cost	113.86	Total Cost	N/A	Total Cost	No Bid
ANTIFREEZE, COOLANT, UNIVERSAL GREEN (PREMIXED)			MFG NAME	NO BID	MFG NAME	Duramax AMAM 100%	MFG NAME	Valvoline	MFG NAME	PRESTON PRIME	MFG NAME	No Bid
		Case	MFG#	NO BID	MFG#	950820100AM0810	MFG#	47890	MFG#	PRIMGREEN506/1	MFG#	No Bid
			PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	12 qt case	PACKAGING (UOM) VENDOR	4/1 gal Case	PACKAGING (UOM) VENDOR	6/1GAL CASE	PACKAGING (UOM) VENDOR	No Bid
			Total Cost	NO BID	Total Cost	51.97	Total Cost	141.93	Total Cost	40.25	Total Cost	No Bid

BID TABULATION
ITB #26-05 OILS AND LUBRICANTS

OPEN DATE:	RESPO	Renewal Global Exchange LLC		Safety-Kleen Systems, Inc.		Sun Coast Resources LLC	
TUESDAY, FEBRUAY 3, 2026	A	9490 Valley Ranch Pkwy E#1092		42 Longwater Dr.		6405 Cavalcade St. Building 1	
LOCATION:		Irving, Texas		Norwell, MA		Houston, Texas	
PURCHASING CONFERENCE ROOM	QU	Md Ariful Haque Mollik		Leonard Lapham		Tina Hardy	
237 E. LOCUST ST. SUITE 406	TELEPH	972-694-9025		781-427-3060		713-429-6702	
ANGLETON, TX 77515		operations@renewalglobalexchange.com		lapham.leonard@safety-kleen.com		contractpricing@suncoastresources.com	
Revised Attachment A- Bid Table							
OIL, AVIATION, SINGLE GRADE, ASHLESS, 100, 50 WT, 4 CYCLE CERTIFIED AIRCRAFT RECIPROCATING PISTON ENGINE AeroShell W 100 Plus	**2951**	MFG NAME	~~Shell (AeroShell brand)~~	MFG NAME	NO BID	MFG NAME	Shell
		MFG#	~~Part# 08-05485~~	MFG#	NO BID	MFG#	508370482
		PACKAGING (UOM) VENDOR	~~Aircraft Spruce~~	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	Case 6/1QT
		Total Cost	~~$1,689.60~~	Total Cost	NO BID	Total Cost	80.54 per case
OIL, AVIATION, PREMIUM, ASHLESS, 80, 40 WT - FOR 4 CYCLE CERTIFIED AIRCRAFT PISTON ENGINES AeroShell W 80	**2954**	MFG NAME	~~Shell (AeroShell brand)~~	MFG NAME	NO BID	MFG NAME	Shell
		MFG#	~~Part# 08-01223-6~~	MFG#	NO BID	MFG#	550834482
		PACKAGING (UOM) VENDOR	~~Aircraft Spruce~~	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	Case 6/1QT
		Total Cost	-	Total Cost	NO BID	Total Cost	76.08 per case
OIL, AVIATION, MULTIGRADE, ASHLESS, 15W50 - FOR 4 CYCLE CERTIFIED AIRCRAFT PISTON ENGINES AeroShell 15W-50	**9359**	MFG NAME	~~Shell (AeroShell brand)~~	MFG NAME	NO BID	MFG NAME	Shell
		MFG#	~~Part# 08-05451-6~~	MFG#	NO BID	MFG#	508350482
		PACKAGING (UOM) VENDOR	~~Aircraft Spruce~~	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	Case 6/1QT
		Total Cost	~~$652.80~~	Total Cost	NO BID	Total Cost	82.80 per case
OIL, AVIATION, PREMIUM, ASHLESS, 100, 50 WT- FOR 4 CYCLE CERTIFIED AIRCRAFT PISTON ENGINES AeroShell 100	**6661**	MFG NAME	~~Shell (AeroShell brand)~~	MFG NAME	NO BID	MFG NAME	Shell
		MFG#	~~Part# 08-05411-6~~	MFG#	NO BID	MFG#	508320482
		PACKAGING (UOM) VENDOR	~~Aircraft Spruce~~	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	Case 6/1QT
		Total Cost	~~$537.60~~	Total Cost	NO BD	Total Cost	73.91 per case
BRAKE FLUID, HYDRAULIC, DOT 3	**9471**	MFG NAME	~~Prestone~~	MFG NAME	NO BID	MFG NAME	No Bid
		MFG#	~~AS401Y~~	MFG#	NO BID	MFG#	No Bid
		PACKAGING (UOM) VENDOR	~~Zoro~~	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	-	Total Cost	NO BID	Total Cost	No Bid
BRAKE FLUID, HYDRAULIC, DOT	**2974**	MFG NAME	No Bid	MFG NAME	NO BID	MFG NAME	No Bid
		MFG#	No Bid	MFG#	NO BID	MFG#	No Bid
		PACKAGING (UOM) VENDOR	No Bid	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	No Bid	Total Cost	NO BID	Total Cost	No Bid
ANTIFREEZE, COOLANT, UNIVERSAL, GREEN	**2975**	MFG NAME	Prestone	MFG NAME	PERFORMANCE PLUS	MFG NAME	Duramax
		MFG#	55P1000	MFG#	640051	MFG#	508201982
		PACKAGING (UOM) VENDOR	PSC (Petroleum Services Company)	PACKAGING (UOM) VENDOR	SAFETY KLEEN	PACKAGING (UOM) VENDOR	Drum
		Total Cost	$522.01	Total Cost	$307.20	Total Cost	495.00 per drum
ANTIFREEZE, COOLANT, UNIVERSAL, GREEN	**9472**	MFG NAME	~~Miles Lubricants~~	MFG NAME	No BID	MFG NAME	TEX
		MFG#	~~M002000506~~	MFG#	NO BID	MFG#	510510448
		PACKAGING (UOM) VENDOR	~~Zoro~~	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	Pail 5 gal
		Total Cost	-	Total Cost	NO BID	Total Cost	96.15 per pail
ANTIFREEZE, COOLANT, UNIVERSAL, GREEN	**2976**	MFG NAME	~~Prestone~~	MFG NAME	NO BID	MFG NAME	Duramax
		MFG#	~~AF3209~~	MFG#	NO BID	MFG#	508201436
		PACKAGING (UOM) VENDOR	~~PSC (Petroleum Services Company)~~	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	Case 6/1 gal
		Total Cost	~~$812.04~~	Total Cost	NO BID	Total Cost	66.60 per case
ANTIFREEZE, COOLANT, UNIVERSAL, EXT LIFE, ORANGE Dex-Cool Extended Life Antifreeze/Coolant	**9473**	MFG NAME	~~Zerex~~	MFG NAME	NO BID	MFG NAME	No Bid
		MFG#	~~ZXEL1~~	MFG#	NO BID	MFG#	No Bid
		PACKAGING (UOM) VENDOR	~~Zoro~~	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	-	Total Cost	NO BID	Total Cost	No Bid
ANTIFREEZE, COOLANT, UNIVERSAL, EXT LIFE, ORANGE Dex-Cool Extended Life Antifreeze/Coolant	**9474**	MFG NAME	No Bid	MFG NAME	NO BID	MFG NAME	No Bid
		MFG#	No Bid	MFG#	NO BID	MFG#	No Bid
		PACKAGING (UOM) VENDOR	No Bid	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	No Bid	Total Cost	NO BID	Total Cost	No Bid
ANTIFREEZE, COOLANT, UNIVERSAL, EXT LIFE, ORANGE Dex-Cool Extended Life Antifreeze/Coolant	**2978**	MFG NAME	~~Peak Global Lifetime Antifreeze~~	MFG NAME	~~PERFORMANCE PLUS~~	MFG NAME	No Bid
		MFG#	~~pxa0b3~~	MFG#	~~6460~~	MFG#	No Bid
		PACKAGING (UOM) VENDOR	~~PSC (Petroleum Services Company)~~	PACKAGING (UOM) VENDOR	~~SAFETY KLEEN~~	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	-	Total Cost	~~$4.73~~	Total Cost	No Bid
ANTIFREEZE, COOLANT, UNIVERSAL, EXTENDED LIFE, PRE-MIXED 50/50, ORANGE Dex-Cool Extended Life Antifreeze/Coolant Pre-Mixed 50/50	**9475**	MFG NAME	~~Prestones~~	MFG NAME	NO BID	MFG NAME	No Bid
		MFG#	~~AF850~~	MFG#	NO BID	MFG#	No Bid
		PACKAGING (UOM) VENDOR	~~Auto Zone~~	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	-	Total Cost	NO BID	Total Cost	No Bid
ANTIFREEZE, COOLANT, UNIVERSAL, EXTENDED LIFE, PRE-MIXED 50/50, ORANGE Dex-Cool Extended Life Antifreeze/Coolant Pre-Mixed 50/50	**9476**	MFG NAME	No Bid	MFG NAME	NO BID	MFG NAME	No Bid
		MFG#	No Bid	MFG#	NO BID	MFG#	No Bid
		PACKAGING (UOM) VENDOR	No Bid	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	No Bid	Total Cost	NO BID	Total Cost	No Bid
ANTIFREEZE, COOLANT, UNIVERSAL, EXTENDED LIFE, PRE-MIXED 50/50, ORANGE Dex-Cool Extended Life Antifreeze/Coolant Pre-Mixed 50/50	**7427**	MFG NAME	~~Shell (Shell Zone)~~	MFG NAME	NO BID	MFG NAME	No Bid
		MFG#	~~401~~	MFG#	NO BID	MFG#	No Bid
		PACKAGING (UOM) VENDOR	~~Keller Heartt~~	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	~~$3,702.94~~	Total Cost	NO BID	Total Cost	No Bid
ANTIFREEZE, COOLANT, EXTENDED LIFE, RED Extended Life Coolant / Anti-freeze	**2981**	MFG NAME	~~Shell (Shell Zone)~~	MFG NAME	NO BID	MFG NAME	Chevron
		MFG#	~~1015602~~	MFG#	NO BID	MFG#	227808982
		PACKAGING (UOM) VENDOR	~~Keller Heartt~~	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	Drum
		Total Cost	-	Total Cost	NO BID	Total Cost	899.80 per drum
ANTIFREEZE, COOLANT, EXTENDED LIFE, RED Extended Life Coolant / Anti-freeze	**9477**	MFG NAME	~~Miles Lubricants~~	MFG NAME	NO BID	MFG NAME	No Bid
		MFG#	~~M002000507~~	MFG#	NO BID	MFG#	No Bid
		PACKAGING (UOM) VENDOR	~~Zoro~~	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	-	Total Cost	NO BID	Total Cost	No Bid
ANTIFREEZE, COOLANT, EXTENDED LIFE, PREMIXED 50/50, RED Extended Life Prediluted 50/50 Coolant / Anti-Freeze	**9478**	MFG NAME	~~Miles Lubricants~~	MFG NAME	NO BID	MFG NAME	No Bid
		MFG#	~~M002000508~~	MFG#	NO BID	MFG#	Chevron
		PACKAGING (UOM) VENDOR	~~Zoro~~	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	Pail 5 gal
		Total Cost	-	Total Cost	NO BID	Total Cost	60.00 per pail
ANTIFREEZE, COOLANT, EXTENDED LIFE, PREMIXED 50/50, RED Extended Life Prediluted 50/50 Coolant / Anti-Freeze	**9479**	MFG NAME	~~Miles Lubricants~~	MFG NAME	NO BID	MFG NAME	same as above
		MFG#	~~M002000508~~	MFG#	NO BID	MFG#	same as above
		PACKAGING (UOM) VENDOR	~~Zoro~~	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	same as above
		Total Cost	-	Total Cost	NO BID	Total Cost	same as above
ANTIFREEZE, COOLANT, EXTENDED LIFE, PREMIXED 50/50, RED Extended Life Prediluted 50/50 Coolant / Anti-Freeze	**2984**	MFG NAME	~~Peak Global Lifetime Antifreeze~~	MFG NAME	NO BID	MFG NAME	Chevron
		MFG#	~~FXAB53~~	MFG#	NO BID	MFG#	227811490
		PACKAGING (UOM) VENDOR	~~Zoro~~	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	Case 6/1 gal
		Total Cost	~~$228.82~~	Total Cost	NO BID	Total Cost	66.30 per case
GREASE, LUBRICANT, MULTIPURPOSE, LITHIUM SOAP	**3023**	MFG NAME	Super S	MFG NAME	PERFORMANCE PLUS	MFG NAME	Chevron
		MFG#	SUS-70	MFG#	3103512	MFG#	259118873
		PACKAGING (UOM) VENDOR	Pro Supply	PACKAGING (UOM) VENDOR	SAFETY KLEEN	PACKAGING (UOM) VENDOR	Keg 120 lb
		Total Cost	$2,652.00	Total Cost	$375.00	Total Cost	552.00 per keg
GREASE, LUBRICANT, MULTIPURPOSE, LITHIUM SOAP	**3024**	MFG NAME	~~Performance Plus~~	MFG NAME	~~PERFORMANCE PLUS~~	MFG NAME	Chevron
		MFG#	~~3102211~~	MFG#	~~3103510~~	MFG#	259118652

ITB #26-05 OILS AND LUBRICANTS

OPEN DATE:	RESPO	Renewal Global Exchange LLC		Safety-Kleen Systems, Inc.		Sun Coast Resources LLC	
TUESDAY, FEBRUAY 3, 2026	A	9490 Valley Ranch Pkwy E#1092		42 Longwater Dr.		6405 Cavalcade St. Building 1	
LOCATION:		Irving, Texas		Norwell, MA		Houston, Texas	
PURCHASING CONFERENCE ROOM	QU	Md Ariful Haque Mollik		Leonard Lapham		Tina Hardy	
237 E. LOCUST ST. SUITE 406	TELEPH	972-694-9025		781-427-3060		713-429-6702	
ANGLETON, TX 77515		operations@renewalglobalexchange.com		lapham.leonard@safety-kleen.com		contractpricing@suncoastresources.com	
		PACKAGING (UOM) VENDOR	~~Store Safety~~	PACKAGING (UOM) VENDOR	~~SAFETY KLEEN~~	PACKAGING (UOM) VENDOR	Case 4-10/14
		Total Cost	~~$6,205.10~~	Total Cost	~~$30.60~~	Total Cost	187.25 per case
OIL, CIRCULATING, HIGH PERFORMANCE Heat Transfer Oil	**3055**	MFG NAME	~~Citgo Hytherm~~	MFG NAME	NO BID	MFG NAME	Chevron
		MFG#	~~637130001~~	MFG#	NO BID	MFG#	231706990
		PACKAGING (UOM) VENDOR	~~Yoder Oil, LLC~~	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	Bulk Gal
		Total Cost	-	Total Cost	NO BID	Total Cost	16.71 per gallon
OIL, GEAR, MULTIGEAR, PETROLEUM BASED, HIGH TEMPERATURE, 80W90 Spirax HDGA	**7950**	MFG NAME	~~Shell Spirax~~	MFG NAME	NO BID	MFG NAME	~~Chevron~~
		MFG#	~~550043587~~	MFG#	NO BID	MFG#	~~223022319~~
		PACKAGING (UOM) VENDOR	~~Keller-Heartt~~	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	~~Case 12/1.8~~
		Total Cost	~~$218.10~~	Total Cost	NO BID	Total Cost	~~324.42 per case~~
OIL, GEAR, MULTIGEAR, PETROLEUM BASED, HIGH TEMPERATURE, 85W140	**3062**	MFG NAME	~~Keller-Heartt~~	MFG NAME	PERFORMANCE PLUS	MFG NAME	Drydene
		MFG#	~~Truegard GL-5 Gear Lubricants~~	MFG#	3101776	MFG#	949851981
		PACKAGING (UOM) VENDOR	~~Keller-Heartt~~	PACKAGING (UOM) VENDOR	SAFETY KLEEN	PACKAGING (UOM) VENDOR	Drum
		Total Cost	-	Total Cost	$850.00	Total Cost	679.95 per drum
OIL, GEAR, MULTIGEAR, PETROLEUM BASED, HIGH TEMPERATURE, 85W140	**3063**	MFG NAME	~~Lube King~~	MFG NAME	PERFORMANCE PLUS	MFG NAME	Drydene
		MFG#	~~LU576684~~	MFG#	3101866	MFG#	949851448
		PACKAGING (UOM) VENDOR	~~Zoro~~	PACKAGING (UOM) VENDOR	SAFETY KLEEN	PACKAGING (UOM) VENDOR	Pail 5 gal
		Total Cost	-	Total Cost	$80.00	Total Cost	76.65 per pail
OIL, GEAR, SYNTHETIC, 80W140	**7058**	MFG NAME	No Bid	MFG NAME	PERFORMANCE PLUS	MFG NAME	TEX
		MFG#	No Bid	MFG#	3101776	MFG#	4100140983
		PACKAGING (UOM) VENDOR	No Bid	PACKAGING (UOM) VENDOR	SAFETY KLEEN	PACKAGING (UOM) VENDOR	Drum
		Total Cost	No Bid	Total Cost	$850.00	Total Cost	1,080.00 per drum
OIL, GEAR, SYNTHETIC, 80W140	**3066**	MFG NAME	No Bid	MFG NAME	PERFORMANCE PLUS	MFG NAME	TEX
		MFG#	No Bid	MFG#	3101866	MFG#	4100140783
		PACKAGING (UOM) VENDOR	No Bid	PACKAGING (UOM) VENDOR	SAFETY KLEEN	PACKAGING (UOM) VENDOR	Pail 5 gal
		Total Cost	No Bid	Total Cost	$80.00	Total Cost	114.45 per pail
OIL, GEAR, SYNTHETIC, 80W140	**7057**	MFG NAME	No Bid	MFG NAME	NOBID	MFG NAME	No Bid
		MFG#	No Bid	MFG#	NO BID	MFG#	No Bid
		PACKAGING (UOM) VENDOR	No Bid	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	No Bid	Total Cost	NO BID	Total Cost	No Bid
OIL, GEAR, MULTIPURPOSE, SYNTHETIC, EXTENDED WARRANTY, HEAVY DUTY, 75W90	**3069**	MFG NAME	No Bid	MFG NAME	PERFORMANCE PLUS	MFG NAME	Drydene
		MFG#	No Bid	MFG#	3102387	MFG#	949677448
		PACKAGING (UOM) VENDOR	No Bid	PACKAGING (UOM) VENDOR	SAFETY KLEEN	PACKAGING (UOM) VENDOR	Pail 5 gal
		Total Cost	No Bid	Total Cost	$99.99	Total Cost	110.85 per pail
OIL, MARINE, 2 CYCLE	**3101**	MFG NAME	No Bid	MFG NAME	NO BID	MFG NAME	No Bid
		MFG#	No Bid	MFG#	NO BID	MFG#	No Bid
		PACKAGING (UOM) VENDOR	No Bid	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	No Bid	Total Cost	NO BID	Total Cost	No Bid
OIL, MOTOR, HIGH PERFORMANCE, HEAVY DUTY, 15W40	**3106**	MFG NAME	Shell	MFG NAME	PERFORMANCE PLUS	MFG NAME	Drydene
		MFG#	550046220	MFG#	3102134	MFG#	581540990
		PACKAGING (UOM) VENDOR	WEST MARINE	PACKAGING (UOM) VENDOR	SAFETY KLEEN	PACKAGING (UOM) VENDOR	Gallon
		Total Cost	$354,017.90	Total Cost	$7.50	Total Cost	7.36 per gallon
OIL, MOTOR, HIGH PERFORMANCE, HEAVY DUTY, 15W40	**3107**	MFG NAME	Truegard	MFG NAME	PERFORMANCE PLUS	MFG NAME	Drydene
		MFG#	9829563	MFG#	3102256	MFG#	581540981
		PACKAGING (UOM) VENDOR	Keller-Heartt	PACKAGING (UOM) VENDOR	SAFETY KLEEN	PACKAGING (UOM) VENDOR	Drum
		Total Cost	$14,950.92	Total Cost	$470.00	Total Cost	550.55 per drum
OIL, MOTOR, HIGH PERFORMANCE, HEAVY DUTY, 15W40	**3109**	MFG NAME	~~Lucas Magnum~~	MFG NAME	PERFORMANCE PLUS	MFG NAME	Drydene
		MFG#	~~10068~~	MFG#	3102238 /4X1G JUGS	MFG#	581540388
		PACKAGING (UOM) VENDOR	~~Yoder Oil, LLC~~	PACKAGING (UOM) VENDOR	SAFETY KLEEN	PACKAGING (UOM) VENDOR	Case 3/1 gal
		Total Cost	~~$897.40~~	Total Cost	$40.25	Total Cost	56.16 per case
OIL, MOTOR, LIGHT DUTY, GAS ENGINE, 10W30	**7429**	MFG NAME	No Bid	MFG NAME	PERFORMANCE PLUS	MFG NAME	Duramax
		MFG#	No Bid	MFG#	3103474	MFG#	541030990
		PACKAGING (UOM) VENDOR	No Bid	PACKAGING (UOM) VENDOR	SAFETY KLEEN	PACKAGING (UOM) VENDOR	Bulk Gal
		Total Cost	No Bid	Total Cost	$6.50	Total Cost	6.09 per gallon
OIL, MOTOR, LIGHT DUTY, GAS ENGINE, 10W30	**3111**	MFG NAME	Truegard	MFG NAME	PERFORMANCE PLUS	MFG NAME	Duramax
		MFG#	9825013	MFG#	3103476	MFG#	541030981
		PACKAGING (UOM) VENDOR	Keller-Heartt	PACKAGING (UOM) VENDOR	SAFETY KLEEN	PACKAGING (UOM) VENDOR	Drum
		Total Cost	$1,149.08	Total Cost	$425.00	Total Cost	476.30 per drum
OIL, MOTOR, LIGHT DUTY, GAS ENGINE, 10W30	**3113**	MFG NAME	~~Pennzoil~~	MFG NAME	~~PERFORMANCE PLUS~~	MFG NAME	Duramax
		MFG#	~~550020193~~	MFG#	~~3103476~~	MFG#	541030721
		PACKAGING (UOM) VENDOR	~~Keller-Heartt~~	PACKAGING (UOM) VENDOR	~~SAFETY KLEEN~~	PACKAGING (UOM) VENDOR	Case 12/1qt
		Total Cost	~~$2,883.14~~	Total Cost	~~$425.00~~	Total Cost	41.04 per case
OIL, MOTOR, MULTIGRADE, HEAVY DUTY, DIESEL ENGINE, 15W40	**3117**	MFG NAME	Truegard	MFG NAME	PERFORMANCE PLUS	MFG NAME	No Bid
		MFG#	TRUEGARD 15W40 HD SYNTHETIC Motor Oil - 5 Gallon Pail	MFG#	3103499/4X5 QT JUGS	MFG#	No Bid
		PACKAGING (UOM) VENDOR	Keller-Heartt	PACKAGING (UOM) VENDOR	SAFETY KLEEN	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	$19,168.00	Total Cost	$45.00	Total Cost	No Bid
OIL, MOTOR, T MULTIGRADE SAE 15W-40 (USE IN ALL AGE VEHICLES)	**7430**	MFG NAME	Truegard	MFG NAME	PERFORMANCE PLUS	MFG NAME	No Bid
		MFG#	$100,112.00	MFG#	$3,102,134.00	MFG#	No Bid
		PACKAGING (UOM) VENDOR	Keller-Heartt	PACKAGING (UOM) VENDOR	SAFETY KLEEN	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	$19,680.00	Total Cost	$7.50	Total Cost	No Bid
OIL, MOTOR, T MULTIGRADE SAE 15W-40 (CK-4),(USE IN ALL AGE VEHICLES)	**7431**	MFG NAME	No Bid	MFG NAME	PERFORMANCE PLUS	MFG NAME	No Bid
		MFG#	No Bid	MFG#	3102238 /4X1G JUGS	MFG#	No Bid
		PACKAGING (UOM) VENDOR	No Bid	PACKAGING (UOM) VENDOR	SAFETY KLEEN	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	No Bid	Total Cost	$40.25	Total Cost	No Bid
OIL, MOTOR, HEAVY DUTY, HIGH TEMP, 20W50 HFORMULASHELL 20W-50	**3158**	MFG NAME	No Bid	MFG NAME	NO BID	MFG NAME	Duramax
		MFG#	No Bid	MFG#	NO BID	MFG#	542050721
		PACKAGING (UOM) VENDOR	No Bid	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	Case 12/1qt
		Total Cost	No Bid	Total Cost	NO BID	Total Cost	48.24 per case
OIL, MOTOR, LIGHT DUTY, GAS ENGINE, 5W20 FORMULASHELL 5W20	**7433**	MFG NAME	Shell	MFG NAME	PERFORMANCE PLUS	MFG NAME	Duramax
		MFG#	Part #: SHE 550050315	MFG#	3103482	MFG#	5257520990
		PACKAGING (UOM) VENDOR	Napa	PACKAGING (UOM) VENDOR	SAFETY KLEEN	PACKAGING (UOM) VENDOR	Bulk Gal
		Total Cost	$10,828.10	Total Cost	$6.99	Total Cost	5.88 per gallon
OIL, MOTOR, LIGHT DUTY, GAS ENGINE, 5W20	**3155**	MFG NAME	~~Valvoline~~	MFG NAME	~~PERFORMANCE PLUS~~	MFG NAME	Duramax
		MFG#	~~797974~~	MFG#	~~3103503~~	MFG#	5257520721
		PACKAGING (UOM) VENDOR	~~PSC (Petroleum Services Company)~~	PACKAGING (UOM) VENDOR	~~SAFETY KLEEN~~	PACKAGING (UOM) VENDOR	Case 12/1 qt
		Total Cost	~~$1,530.40~~	Total Cost	~~$47.50~~	Total Cost	40.44 per case
OIL, MOTOR, LIGHT DUTY, GAS ENGINE, 5W30	**3164**	MFG NAME	~~Valvoline~~	MFG NAME	~~PERFORMANCE PLUS~~	MFG NAME	Duramax
		MFG#	~~797975~~	MFG#	~~3103505~~	MFG#	5257530721
		PACKAGING (UOM) VENDOR	~~PSC (Petroleum Services Company)~~	PACKAGING (UOM) VENDOR	~~SAFETY KLEEN~~	PACKAGING (UOM) VENDOR	Case 12/1 qt
		Total Cost	~~$1,360.38~~	Total Cost	~~$47.50~~	Total Cost	40.44 per case
OIL, TRANSMISSION AND DRIVE TRAIN, 50 SPIRAX S4CX50	**3203**	MFG NAME	No Bid	MFG NAME	NO BID	MFG NAME	Chevron
		MFG#	No Bid	MFG#	NO BID	MFG#	293107981
		PACKAGING (UOM) VENDOR	No Bid	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	Drum
		Total Cost	No Bid	Total Cost	NO BID	Total Cost	941.05 per drum

ITB #26-05 OILS AND LUBRICANTS

OPEN DATE:	RESPO	Renewal Global Exchange LLC		Safety-Kleen Systems, Inc.		Sun Coast Resources LLC	
TUESDAY, FEBRUAY 3, 2026	A	9490 Valley Ranch Pkwy E#1092		42 Longwater Dr.		6405 Cavalcade St. Building 1	
LOCATION:		Irving, Texas		Norwell, MA		Houston, Texas	
PURCHASING CONFERENCE ROOM	QU	Md Ariful Haque Mollik		Leonard Lapham		Tina Hardy	
237 E. LOCUST ST. SUITE 406	TELEPH	972-694-9025		781-427-3060		713-429-6702	
ANGLETON, TX 77515		operations@renewalglobalexchange.com		lapham.leonard@safety-kleen.com		contractpricing@suncoastresources.com	
POWER STEERING FLUID, GM CHRYSLER FORMULASHELL	**3210**	MFG NAME	No Bid	MFG NAME	NO BID	MFG NAME	No Bid
		MFG#	No Bid	MFG#	NO BID	MFG#	No Bid
		PACKAGING (UOM) VENDOR	No Bid	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	No Bid	Total Cost	NO BID	Total Cost	No Bid
OIL, TRANSMISSION HYDRAULIC FLUID, OFFROAD EQUIP	**3216**	MFG NAME	Shell	MFG NAME	PERFORMANCE PLUS	MFG NAME	Drydene
		MFG#	Part# 09-27100-2	MFG#	3100051	MFG#	949430990
		PACKAGING (UOM) VENDOR	Aircraft Spurce & Specialty Co.	PACKAGING (UOM) VENDOR	SAFETY KLEEN	PACKAGING (UOM) VENDOR	Bulk Gal
		Total Cost	$607,824.00	Total Cost	$7.25	Total Cost	8.60 per gallon
OIL, TRANSMISSION HYDRAULIC FLUID, OFFROAD EQUIP	**3217**	MFG NAME	Shell	MFG NAME	PERFORMANCE PLUS	MFG NAME	Drydene
		MFG#	Part# 09-27100-55	MFG#	3101483	MFG#	949430981
		PACKAGING (UOM) VENDOR	Aircraft Spurce & Specialty Co.	PACKAGING (UOM) VENDOR	SAFETY KLEEN	PACKAGING (UOM) VENDOR	Drum
		Total Cost	$15,012.00	Total Cost	$450.00	Total Cost	522.50 per drum
OIL, TRANSMISSION HYDRAULIC FLUID, OFFROAD EQUIP	**3218**	MFG NAME	No Bid	MFG NAME	PERFORMANCE PLUS	MFG NAME	Drydene
		MFG#	No Bid	MFG#	3102162	MFG#	949430448
		PACKAGING (UOM) VENDOR	No Bid	PACKAGING (UOM) VENDOR	SAFETY KLEEN	PACKAGING (UOM) VENDOR	Pail 5 gal
		Total Cost	No Bid	Total Cost	$42.50	Total Cost	50.85 per pail
OIL, TRANSMISSION, SYNTHETIC, HD LOW TEMP, 50	**3221**	MFG NAME	Mobil	MFG NAME	PERFORMANCE PLUS	MFG NAME	No Bid
		MFG#	XOM122205	MFG#	3102431	MFG#	No Bid
		PACKAGING (UOM) VENDOR	The Lubricant Store	PACKAGING (UOM) VENDOR	SAFETY KLEEN	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	$22,036.52	Total Cost	$685.00	Total Cost	No Bid
OIL, TRANSMISSION, SYNTHETIC, HD LOW TEMP, 50	**3223**	MFG NAME	No Bid	MFG NAME	PERFORMANCE PLUS	MFG NAME	No Bid
		MFG#	No Bid	MFG#	3102429	MFG#	No Bid
		PACKAGING (UOM) VENDOR	No Bid	PACKAGING (UOM) VENDOR	SAFETY KLEEN	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	No Bid	Total Cost	$64.50	Total Cost	No Bid
OIL, TRANSMISISON FLUID, CAR LIGHT DUTY TRUCK MERCON / DEXRON-III	**3230**	MFG NAME	No Bid	MFG NAME	PERFORMANCE PLUS	MFG NAME	No Bid
		MFG#	No Bid	MFG#	*3101091/DRUM	MFG#	No Bid
		PACKAGING (UOM) VENDOR	No Bid	PACKAGING (UOM) VENDOR	SAFETY KLEEN	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	No Bid	Total Cost	$445.00	Total Cost	No Bid
OIL, TRANSMISSION FLUID, FORD, AUTOMATIC TRANS AUTOMATIC TRANSMISSION FLUID MERCON V	**3239**	MFG NAME	No Bid	MFG NAME	PERFORMANCE PLUS	MFG NAME	No Bid
		MFG#	No Bid	MFG#	*3101874/DRUM	MFG#	No Bid
		PACKAGING (UOM) VENDOR	No Bid	PACKAGING (UOM) VENDOR	SAFETY KLEEN	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	No Bid	Total Cost	$740.00	Total Cost	No Bid
2-CYCLE OIL	**3185**	MFG NAME	No Bid	MFG NAME	NO BID	MFG NAME	No Bid
		MFG#	No Bid	MFG#	NO BID	MFG#	No Bid
		PACKAGING (UOM) VENDOR	No Bid	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	No Bid	Total Cost	NO BID	Total Cost	No Bid
OIL, MOTOR 5W-30 FULL SYNTHETIC	**9494**	MFG NAME	~~Motorcraft (Ford OEM)~~	MFG NAME	~~PERFORMANCE PLUS~~	MFG NAME	Duramax
		MFG#	~~XO5W30Q1FS~~	MFG#	~~3103505~~	MFG#	5254530721
		PACKAGING (UOM) VENDOR	~~Ebay~~	PACKAGING (UOM) VENDOR	~~SAFETY KLEEN~~	PACKAGING (UOM) VENDOR	Case 12/1 qt
		Total Cost	~~$1,321.03~~	Total Cost	~~47.5~~	Total Cost	53.25 per case
OIL, MOTOR SHELL ROTELLA T5 10W-30 SYNTHETIC BLEND	**9495**	MFG NAME	~~Shell~~	MFG NAME	PERFORMANCE PLUS	MFG NAME	Shell
		MFG#	~~209023199~~	MFG#	3102239 /4X1G JUGS	MFG#	741030370
		PACKAGING (UOM) VENDOR	~~Tractor Supply~~	PACKAGING (UOM) VENDOR	SAFETY KLEEN	PACKAGING (UOM) VENDOR	Case 3/1 gal
		Total Cost	~~$14,508.19~~	Total Cost	$40.25	Total Cost	70.05 per case
OIL, TRANSMISSION, SYNTHETIC, LUBRISTRONG,ATF,RED	**9518**	MFG NAME	No Bid	MFG NAME	NO BID	MFG NAME	No Bid
		MFG#	No Bid	MFG#	NO BID	MFG#	No Bid
		PACKAGING (UOM) VENDOR	No Bid	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	No Bid	Total Cost	NO BID	Total Cost	No Bid
TRANSMISSION FLUID, SYNTHETIC 50, ATF, RED	**9711**	MFG NAME	No Bid	MFG NAME	NO BID	MFG NAME	No Bid
		MFG#	No Bid	MFG#	NO BID	MFG#	No Bid
		PACKAGING (UOM) VENDOR	No Bid	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	No Bid	Total Cost	NO BID	Total Cost	No Bid
ACTIFULL OT OAT, COOLANT, ANTIFREEZE, RED	**9712**	MFG NAME	~~Akcela~~	MFG NAME	*PERFORMANCE PLUS	MFG NAME	No Bid
		MFG#	~~73341735~~	MFG#	*640057/DRUM	MFG#	No Bid
		PACKAGING (UOM) VENDOR	~~Hoober~~	PACKAGING (UOM) VENDOR	SAFETY KLEEN	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	~~$259.47~~	Total Cost	$364	Total Cost	No Bid
ACTIFULL OT OAT, COOLANT, ANTIFREEZE, GREEN	**9734**	MFG NAME	~~Shell Rotella~~	MFG NAME	NO BID	MFG NAME	No Bid
		MFG#	~~21400046535~~	MFG#	NO BID	MFG#	No Bid
		PACKAGING (UOM) VENDOR	~~Keller-Heartt~~	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	~~$1,137.67~~	Total Cost	NO BID	Total Cost	No Bid
DEF (Diesel Exhaust Fluid) Blue Sky 2.5 GAL Jugs/ 2 Per case per Pallet	**9693**	MFG NAME	~~Peak~~	MFG NAME	~~PEAK BLUE DEF~~	MFG NAME	DieselAll
		MFG#	~~3.52583E+11~~	MFG#	~~PERFORMANCE PLUS~~	MFG#	
		PACKAGING (UOM) VENDOR	~~DEF Hero~~	PACKAGING (UOM) VENDOR	~~SAFETY KLEEN~~	PACKAGING (UOM) VENDOR	Case 2.5 gallon
		Total Cost	~~$45,030.05~~	Total Cost	~~$16 PER CASE~~	Total Cost	11.00 per case
OIL, ENGINE, SAE-0W-20 (1 GAL)	**9713**	MFG NAME	~~Chevron~~	MFG NAME	~~PERFORMANCE PLUS~~	MFG NAME	No Bid
		MFG#	~~223508687~~	MFG#	~~3103501~~	MFG#	No Bid
		PACKAGING (UOM) VENDOR	~~PSC (Petroleum Services Company)~~	PACKAGING (UOM) VENDOR	~~SAFETY KLEEN~~	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	~~$590,510.40~~	Total Cost	~~47.5~~	Total Cost	No Bid
HIGH PRESSURE GREASE, SYNTHEX SXG999		MFG NAME	No Bid	MFG NAME	NO BID	MFG NAME	No Bid
		MFG#	No Bid	MFG#	NO BID	MFG#	No Bid
		PACKAGING (UOM) VENDOR	No Bid	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	No Bid	Total Cost	NO BID	Total Cost	No Bid
SYNTHEX DURAS TRANSMISSION DRIVETRAIN OIL, TO-4 SAE10W		MFG NAME	No Bid	MFG NAME	PERFORMANCE PLUS	MFG NAME	No Bid
		MFG#	No Bid	MFG#	*3102419/ DRUM	MFG#	No Bid
		PACKAGING (UOM) VENDOR	No Bid	PACKAGING (UOM) VENDOR	SAFETY KLEEN	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	No Bid	Total Cost	$610	Total Cost	No Bid
SYNTHEX DURAS TRANSMISSION DRIVETRAIN OIL, TO-4 SAE 30		MFG NAME	No Bid	MFG NAME	NO BID	MFG NAME	No Bid
		MFG#	No Bid	MFG#	NO BID	MFG#	No Bid
		PACKAGING (UOM) VENDOR	No Bid	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	No Bid	Total Cost	NO BID	Total Cost	No Bid
SYNTHEX DURAS TRANSMISSION DRIVETRAIN OIL, TO-4 SAE 50		MFG NAME	No Bid	MFG NAME	PERFORMANCE PLUS	MFG NAME	No Bid
		MFG#	No Bid	MFG#	*3102431/ DRUM	MFG#	No Bid
		PACKAGING (UOM) VENDOR	No Bid	PACKAGING (UOM) VENDOR	SAFETY KLEEN	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	No Bid	Total Cost	$685	Total Cost	No Bid
SYNTHEX GRAVIS ELITE SAE 50 FULL SYNTHETIC MANUAL TRANSMISSION FLUID		MFG NAME	No Bid	MFG NAME	NO BID	MFG NAME	No Bid
		MFG#	No Bid	MFG#	NO BID	MFG#	No Bid
		PACKAGING (UOM) VENDOR	No Bid	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	No Bid	Total Cost	NO BID	Total Cost	No Bid
SYNTHEX GRAVIS ELITE SAE 40 FULL SYNTHETIC MANUAL TRANSMISSION FLUID		MFG NAME	No Bid	MFG NAME	NO BID	MFG NAME	No Bid
		MFG#	No Bid	MFG#	NO BID	MFG#	No Bid
		PACKAGING (UOM) VENDOR	No Bid	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	No Bid	Total Cost	NO BID	Total Cost	No Bid
AVIATION OIL, PHILLIPS 66 X/C SAE20W-50		MFG NAME	No Bid	MFG NAME	NO BID	MFG NAME	No Bid
		MFG#	No Bid	MFG#	NO BID	MFG#	No Bid
		PACKAGING (UOM) VENDOR	No Bid	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	No Bid	Total Cost	NO BID	Total Cost	No Bid
ANTIFREEZE, COOLANT, UNIVERSAL GREEN (PREMIXED)		MFG NAME	No Bid	MFG NAME	NO BID	MFG NAME	No Bid
		MFG#	No Bid	MFG#	NO BID	MFG#	No Bid
		PACKAGING (UOM) VENDOR	No Bid	PACKAGING (UOM) VENDOR	NO BID	PACKAGING (UOM) VENDOR	No Bid
		Total Cost	No Bid	Total Cost	NO BID	Total Cost	No Bid

757flybill@gmail.com
A.abbas@peractus.com
a.chu@branchservicesinc.com
A.HEISKELL@GPSINC.COM
a.joines@summitenergysolutionsllc.com
a.sadek@corrolytics.com
a2bc2hughes@gmail.com
aajunwo@yahoo.com
aakani@kihooicces.com
aamburgey@holderoil.com
aaron@cathtect.com
aaron@sageoilvac.com
abc@abc-con.net
abeebe@sustainagility.net
abehzadi@qualitest-inc.com
accounting@adleyservices.com
accounting@bwincorporated.com
accounting@cwdiving.com
accounting@eoctrimark.com
accounting@packgen.com
accounting@pirtektallcity.com
accounting@responsegroupinc.com
accounting@safran.com
accounting@skytrade.net
accounting@specialtymachinelp.com
accounts@naturitasales.com
acemitch@sbcglobal.net
acetina@stmnc.net
acline-shelton@grayusa.com
acpigott@elevatemanagement.llc
acrouse@dhsutherland.com
actcleaners@comcast.net
actionauto8875@gmail.com
actionoilsvc@yahoo.com
Adam.Schultz@enthalpion.com
adam@aggstrat.com
ADAM@FROGGYSFOG.COM
adavis@markosky.com
adavison@capecodbiofuels.com
adi.sullivan@pureline.com
admin@beadedstream.com
admin@capitalgaslogistics.com
admin@dakotamats.com
admin@equi-nex.com
admin@k3salesandservices.com
admin@pirtekplanosouth.com
admin@solimeroyalhair.com
admin@vshelicopters.com
aerocomp@aol.com
Affordableenvironment@gmail.com
afishman@adfengineering.com
afougere@d-2inc.com
afroeba@seng-llc.com
afshic@gmail.com
aftab@petromenglobalinc.com
agray@skimpak.com
ahamilton@jerl.com
ahornsby@costaoils.com
airmaster2005@gmail.com
aiss.jose@gmail.com
aj@teelsupply.com
AJOHNSON@ULLMANOIL.COM
akain@emeraldtransformer.com
akmarineresponse@gmail.com
akmicorp@gmail.com
akresgrp@mtaonline.net
al.franken@msn.com
al.garcia@bestlineoil.com
al@caillouislandtowing.com
alan.kenny@kenautics.com
alan@phoenixous.com
Alcan.Auto@gmail.com
alcisneros@dynooilgroup.com
ALEC@alliedinter.com
alesia@epsiworx.com
alex.baloch@decimaai.com
alex.dawotola@heneco.com
alex.h@hodgesoilco.com
alex@anthelionhelicopters.com
alex@got-hydraulics.com
alex@mit-worldwide.com.com
alex@wtsindustrial.com
alexs@rainier.com
ALFRED.CHATMAN@GMAIL.COM
alhirani786@gmail.com
ali@elanfuels.com
alisa@seven13enterprises.com
alison@brinksconsulting.com
alla@chemtechsci.com
allison@saltpeanutco.com
allpineoil123@outlook.com
alok.mathur@DCandF.com
alvaro.campins@gmail.com
alzellmer@zbrtransportationservices.com
AMANDA@APWRS.COM
amanda@ashlanenergy.com
amandahouska@yahoo.com
amber.feazell@summit-hydraulics.com
ameritexdispatch@outlook.com
AMIE@TUTKALLC.COM
aminkoil@earthlink.net
amrglobalholdings@gmail.com
AMUNOZ@HARDYCOLLISIONCENTER.COM
amy@azuraco.com
AMY@DAVISOILDOTHAN.COM
amy@opsfuel.com
ana@ASA-environmental.com
ANA@desmi.com
ana@skymart.aero
analytix@earthlink.net
andah@atlanticpetro.com
Andre.Jansen@Toolwell.com
andrea.zamboni@tesmec.com
Andrea@M2.Solutions
andredspeller@cs.com
andrekovalsky01@gmail.com
andrew.brashear@valvolineglobal.com
andrew.feghali@aeroblazelab.com
andrew.kilner@amog.consulting
andrew@acmeboom.com
andrew@prairiebandcompassjv.com
andrew@schaperintl.com
Andrew@shipwithredbird.com
andy@blackgoldgroup.com
andy@seabridgepartners.co
angelas@westernmetalservice.com
angelia@shellcs.com
ann.nguyen@peak-productsolutions.com
anna@safewayusedoil.com

anne@eco49.com
anne@jdiiinc.com
annelise@wewashboise.com
annie@sethcorporation.com
anthony@nemaktradingcompany.com
aollivierre@aeasinc.com
aonianwah@apexpetroleum.com
AOUS.ARAIM@HAMACORP.COM
ap@gic.com
AP@hiredgun.net
ap@rgvtirepros.com
ap@westtexasdef.com
apar@fonesconstruction.com
apourmir@onececo.com
apsservices56@gmail.com
ar@americase.com
ar@amsafellc.com
ar@ecobright-solutions.com
areynolds@redewald.com
arichards@etgpro.com
ariel.schenck@leadingedgeaero.com
armorautocenter@hotmail.com
arobinson@atrfluidsolutions.com
aromotors@gmail.com
ARPARISER@PARISER.NET
artat2715@comcast.net
arthurpue@engineeringsales.com
ARTIRE310@YAHOO.COM
asabine@birdzoff.com
ashley@breezydayllc.com
ashmotor@cheqnet.net
asifmomin786@gmail.com
asilva@dixiesouthern.com
asmith@wilson-company.com
asporn@defenstech.com
astenta@e2g.com
asybrandy@pacificgyre.com
athena@mpiercatering.com
athompson@easylabeling.com
atoztirelady@gmail.com
atrabal@rocksolid.com
auknative_corp148@yahoo.com
aundrea@competitivechoice.net
autobody@wilniq.com
avantieng@comcast.net
avastartransports@gmail.com
avweeds@gmail.com
awaldrop@davidsonteal.com
awareham.harrisons@gmail.com
ayusupov@ecomirgroup.com
azexchange1@yahoo.com
azig1982@gmail.com
azwasteoil@cox.net
badlandtrucks@yahoo.com
barbara@rotorworld.com
bares@carnegierobotics.com
barney@compressorpartskc.com
barrett@celoil.com
barry@geiglesafety.com
bart@copelandprecast.com
bart@suncoastenv.com
bater1971@gmail.com
BattleAxeTransport@gmail.com
baylee.flynn@mansfield.energy
bayoil@verizon.net
bbernstein@ugtechnologies.com
bboffice@blickoil.com
bbookbinder@alphasourceintl.com
bboroughf@comtel.com
Bbraswell@paxonei.com
bbrooks@northwindgrp.com
bbrown@brocoenergy.com
bbrown@brsvc.com
bch@southern-survey.com
BCHAVERS@PALMDALEOIL.COM
bdc@fikesinc.com
bdear@youngbloodtx.com
be@shoreline-engineering.net
Beau@OilSponge.com
beckyweed@rebeloil.com
becllc83@gmail.com
befirdnapa@gmail.com
behlis@northlandenviro.com
ben@jbte.org
ben@tocabe.com
bernardcharlesoneil@gmail.com
bernardjohnson@bjinspections.com
bernita@nxtgenfuel.com
bethany@bpkhousing.com
bethm@petrexinc.com
beto.lopez@argpetro.com
betsy.frey@psenergy.com
bfinch@radcoind.com
bgarbers@fuosv.com
bgarbin@xmek.com
bhanley@abwtec.com
bhbtire@rtconnect.net
bhcamerontire@att.net
bids@campbelloilcompany.com
bids@diallubricants.com
bids@kppetro.com
BIDS@SMITTYSINC.NET
bigsky@bigsky.pro
bigtoilman@bellsouth.net
bilaal@commonscentsshop.com
Bill.sutton@rwminc.net
bill@cayoloco.us
bill@ezzies.com
bill@poscoinc.com
billiejo@mbgconstructionllc.com
billy@bryantpowersolutions.com
billy@plauchecarr.com
bjd@crosstexassupply.com
bjorn.paulsson@paulsson.com
bklingeman@curtinmaritime.com
blakes@landmarkteams.com
blenderdirect@gmail.com
blitzkriegblasting@gmail.com
blnebids@brenntag.com
bm@dymepsi.com
bmahoney@nagmarine.com
bmcconnell@nansemondprecast.com
bmccoy@westwindhelicopters.com
bmiller@plazaford.com
bmomyer@amhealthandsafety.com
bmt@kingsbury.com
bnee@airmarkcomponents.com
bnewburg@trinitysafetyco.com
bob.overton@flyability.com

bobby@indelect-ca.com
BobR@resalinc.net
boc@utma.com
Boswellmotorco@aol.com
boydm@cleanharbors.com
Bpitts@relhyd.com
bpm@khlubes.com
bputman@indigoenergy.com
brad@chickasawdistributors.com
brad@connelloil.com
brady@h3services.us
brahma.enterprises.llc@gmail.com
bralysb2b@gmail.com
bramthor@amthorinternational.com
brandon.mcintosh@bulldogpipe.com
brandon@containmentcorp.com
brandon@kcspmachine.com
brazoslubricants@gmail.com
brcwic@brcbearing.com
breenoiljb@gmail.com
BRENDA@OMS-CORP.NET
BRENDAD@BOSTONGREENCOMPANY.COM
brendan@chappoil.com
brent.radtke@gmail.com
breta@pneumaticandhydraulic.com
brett@christianrep.com
brett@spectrum-geophysics.com
brgroupone@hotmail.com
Brian.baker@sentry-equip.com
brian.bosak@guardianhc.com
Brian.Hutcheson@WarrenCAT.com
brian.jarvis@hydocarbonwell.com
brian.r@innovativeriskadvisors.com
brian.worrilow@ddc-dine.com
brian@globaloring.com
brian@kvtooling.com
brian@potteroil.com
brian@whient.com
brianscarpulla@milspray.com
briantcoles@gmail.com
bringbusiness@qualispect.com
britt.jonnaert@aertworks.com
brittinghamfarms@yahoo.com
brittney@teamnorthbay.com
brucci@tcimro.com
bryan.jackson@bjacksonent.com
bryan@lubricantproduct.com
bryan@phantomhybriddesigns.com
bschaidt@digitraceltd.com
bthielbar@cimline.com
bts@fxsa.com
bucanero@prw.net
buckneroil@aol.com
buddy.lott@lottoil.com
buffalogaphardware@gmail.com
bw@varichemusa.com
bwallace@hesnc.com
bwamser@stateindustrial.com
bwanta@epiphanyinc.net
bweiner@axgsolutions.com
bwhite@wmoperating.com
byanasak@anchorqea.com
bzvibleman@gmail.com
c.calk@le-inc.com
c.castro@toramericas.com
c.conesa@trimteck.com
c.rodriguez@emoiltransport.com
c.schoonover@rainbowenergy.com
c.thomas@cplthomasenterprises.com
caacton@qwestoffice.net
cahn@tecfar.com
Caleb.Johnson@balancedenvironmental.com
caleb.m@growwithmonsoon.com
caleb@lakestatecleaning.com
callard@metalsharkboats.com
cameron@sentinelscience.com
cameronl@shoresidepetroleum.com
caml@petro49.com
camocountry08@gmail.com
candice@railpowerservices.com
candice@twistedlandcompany.com
canoproducecoinc@aol.com
car@luminalidar.com
cargillelabs@cargille.com
cargocom@outlook.com
caritechgroup@gmail.com
carl@paladinenergy.global
carli.elliott@tigresstransportation.com
carlos.zubiate@gosenergy.com
carlos@lunasplumbinginc.com
carlos@tgoilservices.com
carlstien@aol.com
carlyle@guardian-industries.com
carlylebernard@hotmail.com
carmen.baez@peerlessoil.com
carmine@primespecialtymetals.com
CAROL.WATTAWA@DSI-LTD.COM
Caroline@arazsystems.com
carols@strebelart.com
Carolyn_estoker@mercerspringandwire.com
carterv@daigleoil.com
Cass@wheelerelectricinc.com
cassiep@pacfluids.com
catedgeconsult@att.net
catherine.ballowe@amiad.com
Cathy.hosmer@caskinetteford.com
cbarger@sealcompany.com
cbarnes@stahlsheaffer.com
cbcooksey4013@yahoo.com
cbranch@talleyoil.com
CBRYAN2DG@GMAIL.COM
cbuckland@titanfuels.aero
ccbrakeclutch@aol.com
cecilli@adsorbit.com
cenex02@yahoo.com
centrogomas@gmail.com
ceo@globalenergyacquisitionsmog.com
ceo@zarcolube.com
CFulforth@WarfighterOil.com
cgarrett@bayautomotive.com
cgchilders@marineoilservice.com
cgeyer@spurindustrial.com
cgraves@wilcoxandflegel.com
chad.burkhardt@advancedfluidsystems.com
chad.tompkins@wtcinc.com
chad@enderbygas.com
Chad@gouldvalve.com
chad@indinspect.com
chamil.wijenayaka@wiasystems.com

charlenepotter.rwa@icloud.com
charles@covertecproducts.com
chasityhoward@gmail.com
chdirtman72@yahoo.com
CherokeeServiceslc@gmail.com
cheryl@thewoodway.com
chiedo.ugorji@bridgsite.com
chris.sales@du-lite.com
CHRIS.SEIBEL@INDUSTRIALAIRPOWER.COM
chris@dandhengineers.com
chris@jlmav.com
chris@rdinc.us
chris@zoomincusa.com
chrisa@ramosoil.com
chrisf@ecousaind.com
chrism@ercontractor.com
christensonjcolton@gmail.com
Christina@GenOilCorp.com
christine.borlong@gmail.com
Christine@americanshoptools.com
Christopher.vlisides@kirbycorp.com
chrisw@compassfiltration.com
chuck@tri-county-tool.com
chuks.otalor@jolivaoil.com
cindy.simko@houstonfreightliner.com
cinman.advantage@gmail.com
cl.bids@nch.com
clarence@lyles-services.com
clarence@newsmagnetic.com
clarkoil66@gmail.com
clay@bigskyvets.com
CLGATEWAYLOGISTICSLLC@GMAIL.COM
cliberty@powerdynamicsllc.com
clint.grinstead@ccconinc.com
clinthenna@biocarehawaii.com
clive.pearson@qlx.com
clong@longenergy.com
cls525i@aol.com
clydeg@macrocompanies.com
cmarion@seglc.com
cmbl@performancetruck.com
cmi@daktel.com
cmullen@primrose.com
cnappenterprizesllc@gmail.com
cocilogisticsllc@gmail.com
codinet@h2oinc.com
colton@quesinc.com
cometlubes@aol.com
conforti@vertexindustries.com
conor@ronocsolutions.com
Contact@daylight-services.com
contact@taylorconstruction.biz
contractreview@unitedcncmachining.com
contracts@action-cleaning.com
contracts@deltafuel.com
contracts@gsisg.com
coreys@coreyoil.com
corkleoil@hotmail.com
CORRIEB@AIGLOGISTICS.CO
cotton@petragroupusa.com
courtney@sandhilloil.com
cpelayo@starresourcescorp.com
craig@deanconstruct.com
craig@joejetersales.com
craig@rcsellc.com
Craig_Stamm@genpt.com
crest@crestchemicals.com
crfloyd@sdplains.com
croberts@ricochetfuel.com
crossman@eddyfi.com
cshaw@cat5resources.com
csheffler@shefflerco.com
cspanglervaughn@spanglerconsultinggroup.com
ctorres@roes.online
currentelectricalak@gmail.com
curt@melgaardconstruction.com
curtisabel@unitedagt.com
customerservice@hairizonbeauty.com
customerservice@swantonfuel.com
cwarner@hcwarner-filter.com
cyjerald@gmail.com
cyril.iyasele@blackandloans.com
czjones@qps-services.com
d.mensen@fsolx.com
dale@tananacommercial.com
dan.coyne@coyneoil.com
dan.wilkinson@spotterrf.com
dan@irst.us
dan@nickelsbrokerageinc.net
dan_convery@msn.com
dana@corriganoil.com
Dana@interstatems.com
danderlatka@doubledofs.com
danders@exaktheit.com
dani@uboxes.com
daniel.fellows@innovationfasteners.com
daniel.jennings@rwaoilgas.com
daniel.stumbo@wciky.com
DANIEL@WHTHOMASOIL.COM
danielbatty@americantirehawaii.com
danielvenegas@rollertechnologies.net
dankelley@aaaenergy.com
danny@lubriformance.com
danny@winstelcontrols.com
dara@patriotfp.us
darkwatersenterprising@gmail.com
darrel.diller@donmcgill.com
darrin@ultimatetruckservice.com
dave.mcivor@lamprynearson.com
dave.williams@agland-coop.com
dave@cainconsultinginc.com
dave@mclube.com
dave@mitanks.com
Dave@mocaoils.com
dave@reifoil.com
dave@rushmachinery.com
dave@teslaelectricak.com
daveill@e-sixmo.com
david.cockerham@cockerhaminc.com
david.herrmann@pwrna.com
David.Jonelis@chugachgov.com
david@blackandgoldenergy.com
david@legionsolutions.com
davidr@dearbornbortec.com
davidr@fariabeede.com
davidtsawyer@gmail.com
davidwbill@aerocomponent.com
davisoilco@gmail.com
dbakke@scipact.com

DBEDNAREK@FUILLC.COM
dbleg75@gmail.com
dbraziel@rbnenergy.com
DBurnham@cavucg.com
dbutts@mpa-nj.com
dcfutravis@itctel.com
ddavis@trijetprecision.com
ddehart@zxptech.com
ddever@devertechnology.com
Dean@TheChemistryLab.com
deanna@deannamichel.com
deanna@mooreslandscaping.com
Deb2Kev@aol.com
deb@toppert.com
debb@mandusgroup.com
debbie@exactration.com
deborah@pottygirlla.com
deegansales@gmail.com
deena@midtexoil.com
deepforkplugging@gmail.com
dek@arrowheadweldinginc.com
del_ops@hotmail.com
delagarh@mscdirect.com
delilah@brewerint.com
deltaforce@deltaforcetransport-logistics.com
deniz@naturanatural.us
dennisl@johnday.com
dennism@american-ak.com
depperly@all-llc.com
derek@mvmnt.in
derekmedved@ymail.com
deryck@ussafetysolutions.com
despurvoa@matoriusa.com
DEVERHART@BORNQUIST.COM
devin@fleetsupply.biz
devine@aviateinc.com
dfarmer@cpscalibrations.com
DFR@FREYTECH.COM
DGIBSON@PACWESTLLC.COM
dgreen@chsinc.net
dhannon@aabaco.com
dhanson@burgooncompany.com
dheard@foxtrotfuelsupply.com
dhemming@mtillc.com
dhomer@homaxoil.com
dhughes@glenrockenergy.com
DHultberg@warrior-energy.com
diana.villa@watermapping.com
diana@forceenergyservices.com
diana@prolubeoil.com
dianna@hosesinc.com
dieselfuel@sbcglobal.net
dieselrovers@gmail.com
dimaio@vbaseoil.com
directsalessupport@tractorsupply.com
dirthogs@itstriangle.com
discountskey@gmail.com
dixonmobileservices@gmail.com
dk@dakinehawaiian.net
dlanzillo@cascosystems.com
dlasalle@aim-industrialsolutions.com
dlowry@fourtribesenterprises.com
dmaldonado@garner-es.com
dmaree@commercialweldingusa.com
DMCCARTNEY@MCCARTNEYOIL.COM
dmilham@horizonwells.com
dmorrison@bbch-llc.com
dmuwanguzi@winladec.com
dnduerr@sisqtel.net
DOCONNOR@AIRCLEAR.NET
dodonnell@ahtna.net
don3@bluediverllc.com
donfeltham@tulco.com
doreen@usecoproducts.com
dorothy@richardscnc.com
dosevirtualjobs@gmail.com
doublemtrucks@gmail.com
DOUG@3CINDUSTRIAL.NET
doug@plant-nappy.com
dpage@delta360.energy
dpate@rhdowning.com
dpinto@infiniteenergycorp.com
dplasha@airoil.com
dr_martin1911@martin-rossinfinitysolutions.com
dreamworkscontllc@gmail.com
drichards@prdrecovery.com
drobison@texasmicroelectronics.com
dsamgroupllc@gmail.com
dscott@stealth-power.com
dsharma@wbgworldwide.com
dshoap@shoapprocess.com
DSMITH@HASCOOIL.COM
dspencer@clayprecision.com
dterry@chardam.com
dtomlinson@obenaufs.com
dtracy@corraypainting.com
dtynan@fuelsafe.com
duanebrown@mintl.com
dulbrick@core-es.com
dustin.shrewsbury@highcountryfence.com
Dustin@advanced-fleet-services.com
dvgov@etmsllc.com
dwesterholm1@msn.com
dwhite@usei-teleport.com
dwight@dcr-services.com
dwk@ssvinc.com
DWO@PRTEL.COM
dylan@reactfueling.com
DYLAN@RHINOLININGSGUAM.COM
eackerman@gromatici.com
eaidistributors@gmail.com
earl@thehomeandwork.com
ebony@connectstaffingagency.com
ecallender@callender-law.com
ecardenas@responsivedeployment.com
ecassano@pelagic-services.com
ecline@hydrotexlube.com
ecofryoilrecycling@icloud.com
ed@glowackiengineering.com
Eddie@jordanconstructionms.com
eddie@phoenixpumping.com
edp@wsdodgeoil.com
eduardo.ampudia@resapower.com
edurantejr@icloud.com
edward.autopros@gmail.com
EEATON@EATONOILTOOLS.COM
eenrique@cmscorp.com
eglenn@2g-eng.com
ehowe@enfieldtech.com

ejackson@diggingdoneright.com
ejosephson@jmcmfg.net
elcenex@drtel.net
elena.hofmann@eosolutions.net
elestage@edsheavymobile.com
eli@sequoyahstrategies.com
elitehomehvac@outlook.com
elizabeth@envirotransportation.com
elowe@rleinc.us
Email@FSECo.com
emaldonado@sparkmechanical.com
emami@scsolutions.com
EMC_ELEON@BELLSOUTH.NET
emendoza@redondooptics.com
emily.s@sparkmanindustries.com
Emily@phillipsconservation.com
emily@tuckeroil.net
emilymaceachern@starkoil.com
emiu@three-m.com
emkcorp@yahoo.com
emsinc@evansmachine.com
eng_torres@yahoo.com
engblom@geislinger.us
engineerkeithpickett@gmail.com
entrepreneursolutions77@gmail.com
EPMFarms@gmail.com
eqserv@paulbunyan.net
eric@benzairborne.com
eric@canyondgo.com
eric@on-sitesvcs.com
eric@texasoilelectric.com
eric@willdoplumbing.com
ericcappetta@gmail.com
erict@teamhalo.us
Erik@baseapm.com
erincon@ecerestoration.com
ernestlanda@heiloftexas.com
ERodriguez@MeritOil.com
eruby@nwhazmat.com
esther.franklin@alrows.com
esthertongo@gmail.com
etkin@environmental-research.com
etung@mkenv.com
eugene.smith@freshstartrestorationservices.com
eugenio.benavides@benbrosllc.com
evarnadoe@firstenvironmental.com
excel.equity.llc@gmail.com
excemca@excemca.com
executive@npdcnm.com
executiveoffices@morrisoil.org
ezellsutyfuel@outlook.com
f.simpson@simpleairsolution.net
f.vigil@iscpv.com
fabianooil@verizon.net
Farristp@aim.com
fchris@smp-us.com
fdalton@fikesinc.com
fdeaguero@diversified.energy
federal@wmeng.com
felicia@knockout-painting.com
felipe@kinooil.com
FelipeGutierrez@CONEXIG.com
felix@autopartsofhuntsville.com
filmgirl2010@yahoo.com
finance@ceirota.com
firons@accuratetoolanddie.com
FiveOtters@att.net
fnew@qri.com
forcenmotion@gmail.com
fpb@macartney.com
francisco@guerraholdings.com
frank.roundy@abilitycomposites.com
frank.sewill@aol.com
Frank@mepinc.com
Frank@standardus.com
frankcorpvp@yahoo.com
fred@alphahpac.com
fred@marinevacuum.com
frederick@hadeng.com
fredldavis@prodigy.net
fsotsales@fleetserviceoftulsa.com
fultonjohnson@gmail.com
fuogar@restel.net
g.siberon@envsafepr.com
gage@aegpetroleum.com
gaile@newpig.com
galaskason@hotmail.com
galderman@rangeweb.net
garrett@fhgfueling.com
gary.birk@tersusenv.com
gary4schwarz@aol.com
gary@mccormickind.com
garyc@jacobsoilinc.com
gautam@icprousa.com
gbailly@kikiktagruk.com
gbaumann@resolvemarine.com
gbeckelic@crystalflash.com
gbeers@bristolharborgroup.com
gcampbell@asrcenergy.com
gcanady.emoclp@outlook.com
gcharillon@neosanlabs.com
gcoy@cpidivisions.com
gcrump@couvilliongrp.com
gctbs@prodigy.net
geno@adaptiverevolution.com
geoff@enviremedial.com
george@capitaldepotcorporation.com
GEORGIA@JRCONT.COM
Gerald@baylorlumberco.com
gerincorp@optimum.net
getcivicedge@gmail.com
gig@greenislandgroupny.com
gina@earthmerchant.com
Ginger@SEARSTREESERVICE.COM
ginny@oficiogroup.com
ginny@wayneproducts.com
glenn@anderson-innovations.com
glenn@moffettoil.com
glenn@oessco.com
Glenn@powerandcontrol.com
glorenson@hydrometrics.com
gloria@s5fuels.com
gmcdonald@mooreballiewoil.com
gmhsint@cox.net
gokocha@citronway.com
goldstarpetro@comcast.net
gonzalezrd@transfuelpr.net
goodnightconstructionllc@yahoo.com
goodrichautoworks@yahoo.com

gov@gghyd.com
gov@gorillagadgets.com
govaffairs@tritontrading.com
govbids@fastenal.com
govbizteam@aidistributors.com
govcon@bellengr.com
govcontracts@nesuholdings.com
government@colonialseal.com
GOVMIL@HI-LINE.COM
govsales@uniquetruck.com
GovServices@cataus.com
gowenr@charter.net
gradyterrell3@gmail.com
graham.vestal@cci-env.com
greasweepbob@gmail.com
GreatLakesWorks@outlook.com
greg.como@gcc-solutions.com
greg.r@McDonaghDemo.com
greg@baronusa.com
greg@gwpetrol.com
greg@howelloil.com
greg@papershredders.com
gregwarren@dooleyoil.com
greyson@disausa.com
gritchey@transtecmachine.com
grogers@rtrogers.com
gsa@newberrytanks.com
gscull@deeplinc.com
gstein@emc-sq.com
guy.holloway@psenergy.com
guy_goodspeed@w-industries.com
guyer1@metalflexbellows.com
gvelarde@theplazagrp.com
Gweddle@mesltdtx.com
hali.jeffers@sewelloil.com
hamed.soroush@teverra.com
hanna.y@holtzople.com
haq@hkglobalservices.com
Harmony@LIBERTYPC.COM
hbrown@mn-e.com
heat@heat-voss.com
Heather@metropetroleum.net
heatherh@rainbolubes.com
hector@jpacglobal.com
helen@gingerichwell.com
hello@blakemorse.com
hello@gspot.studio
hh@unitedoilcompany.com
hinesoil@gmail.com
hirschkorn5@gmail.com
hklie@deepcast.ai
hknight@holtzmancorp.com
hlin@haltechnologies.com
hmakowitz@sisna.com
hnazeri@terratesting.com
hollie@serpascourtreporting.com
HOLLYFINNOE@BLIRONINC.COM
hornscrewhornscrew@yahoo.com
hous4gens@gmail.com
howdy@elixianessence.com
HPHomestead@comcast.neT
hpkaps@kaptechno.com
hpoydack1@snc.org
hr@morseelectricinc.com
hra@bregintl.com
hsolomon@hetiservices.com
hub@hubcorp.net
hullettservicecenter@yahoo.com
hutch@cabildostaffing.com
iappel@earthlink.net
ifti@oilproducts.biz
ike@iiigallica.com
info.highspeedlogistics@gmail.com
info@1800Hot.com
info@adi-analytics.com
info@altomglobal.com
info@americanpetroleumpr.com
info@amwestcs.com
INFO@AY-GOVT.COM
info@bamorovendorportal.com
info@bogueoil.com
info@cabrasmarine.com
Info@cplabsafety.com
info@demacopr.com
info@doradoconsulting.com
info@excellfs.com
info@excelwy.com
info@globalhydraulicautomation.com
info@InlandVacuum.com
info@integrity-env.com
info@islandenergyinc.net
info@jjadamsfuel.com
Info@nelsonfinearts.com
info@nelsonsoilandgas.com
info@pacificmarine.net
info@pdcmachines.com
info@primusllc.net
info@puretempheatingandcooling.com
info@quintel-inc.com
info@renewablelube.com
info@seabridgepartners.co
info@stardustspillproducts.com
info@strattonsigler.com
info@titanstraps.com
info@tms-usa.com
info@unipackinc.com
info@wetfuel.com
info@woodfordexcavating.com
info@xtreme-logistix.com
insidesales@3lus.com
intelimaxgroup@gmail.com
internationaltransoil@execs.com
iomarine@att.net
ira.leifer@bubbleology.com
ismail@naicompany.com
itex1801@aol.com
ivan@123cleanllc.com
j.barnett72@yahoo.com
j.grant@pirtekrowlett.com
jabart75@gmail.com
jabutel@1811auto.com
jackie@crossmmg.com
jacob.petersen@solairsol.com
jacobf@redpointteam.com
jacobioilserviceinc@gmail.com
jacree@backroadssolutions.com
jaime.granados@serv-energy.com
jaimegranados100@gmail.com
jalis@elanfuels.com

james.free@jaguarfueling.com
james@franksmanufacturing.com
jamie@jacotesting.com
janet@jvaartgroup.com
janice@sacredrootsalchemy.com
jared@primedieselsolutions.com
jaredb@brooksideusa.com
jaredg@chemicalconsultants.com
jason@cbrllc.org
jason@dwindustriesinc.com
Jason@skydanceheli.com
jasona@capragroup.com
jasonc@georgiapetroleum.com
javer.velasco@affordablegrease.com
javier@jeroindustrial.com
jay@uscompressor.com
jb@countyoutdoors.com
jb@iekomedia.com
jbarcelona@3lus.com
jbasile@cataniaoils.com
jbe@beath.us
jbeavers@beaconind.com
jbell@cbuok.com
jbmultiservices22@gmail.com
jboerner@mds-surveying.com
jbuesing@meridiampartners.com
jburch@burchoil.com
JBURKE@duralene.com
jc.o7mgi@slmail.me
JCALDWELL@SANBORN.COM
jcampbell@mesaoil.com
jcangany@bfhinc.com
jcarey@rossfogg.com
jcarroll@lazarusenergy.com
jchalcro@gmail.com
jchesky@logenix.com
jconduff@bmccranes.com
jcontreras@mobilsteel.com
jcr.cazadoresconst@sbcglobal.net
jdavis@bgrradiator.com
jderose@metraindustries.com
jdrescher@commercialtire.com
JDTRUCKING@CONSOLIDATED.NET
jduenas@cafueling.com
jeanette.jano-meno@unitekguam.com
Jeanie@braunc.com
jeff.rudd@electrumind.com
jeff.simpson@isitulsa.com
jeff.sorensen@kcorpalaska.com
jeff.whelan@fstpenergy.com
jeff@aprm1.com
jeff@basecampaviation.com
jeff@basscoservices.com
JEFF@libertytireandbrake.net
Jeff@olsonoilnd.com
jeff@workskiff.com
jeffrey.burns@bocwh.com
jeffrey@prosserpowergroup.com
jeffreysm@pondco.com
jejoseph@coastal-energy.com
jellis@ellis-geospatial.com
jen@prefmech.com
jennacaye10@gmail.com
jennifer@portraitsinc.com
jenniferh@serviceplusautony.com
jenny@envirolabnetwork.com
jenny@jsfaservices.com
jeppink@enegis.com
jeremiemeisel@ehinvestigationsllc.com
jeremy.barth@trienergycoop.com
jeremy@middlecanyonelectric.com
jeremy@oillandservices.com
jeremyhoudeshell@yahoo.com
jerry.mcintosh@cspoutdoors.com
jerry@djgroupinc.com
jerry@jaymors.com
jesse@daytontiresales.com
jessica@carrcoatings.com
jessica@forceenergyservices.com
jessicam@marcumoilcompany.com
jfannon@fannonpetroleum.com
jgannon@clearcreeksystems.com
jgevedon@starwin-ind.com
jgilbert@blue-waterindustries.com
jgiordano@aerokool.com
jgoss@mcnuttoil.com
jgray@machaikfl.com
jgreen@ejayfiltration.com
jh@jennscents.com
jhanson@petrocard.com
jharper@bmrsusa.com
jhecht@wyomingcompletions.com
jhopp@bgi1.com
jim@dycksoilandauto.com
jim@employeetimeclocks.com
jim@genifuel.com
jim@jmroil.com
jim@oilskim.com
jim@powercom-corp.com
Jim@VetsResponse.com
jimeneztiresandtr@gmail.com
jimhogin@hoginmachine.com
jimmy.davis2@yahoo.com
Jimschoenman@Netzero.net
jimstrippy@tstatssupply.com
Jingbo.Chang@pcshi.com
jjensen@beringstraits.com
jjeppesen@midnightsun.com
jjklessens@aol.com
jjoldtwn@gmail.com
Jjones@e3co.land
jjones@gpbody.net
jkalas@irmco.com
jkaner@ciphertex.com
jkates@gallagherseals.com
jkeith@keithinc.com
jkemp@davidsonoil.com
jlafontaine@gwtatro.com
jlee@kellingtonprotection.com
jlongwa@hotmail.com
jlucas@ecosolutions.com
jm.sosmobilefleet@gmail.com
jmanibusan@moylans.net
jmaxey@maxeyenergy.com
JMCALLISTER@SHAWLEYSGAS.COM
jmcbeth@thedallaspdc.com
jmcdermott@mcdermottoil.com
jmedford@medfordoilco.com
jmelgarejojr@gmail.com

jmichel@researchplanning.com
jmiller@ryzhka.com
jmmanglona@hotmail.com
jmorgan@pioneer-technical.com
jmurraypmo@gmail.com
jmyers@hancockcountycoop.com
jnaughton@wyinstrumentationdevelopment.tech
Joakley@briceintegrated.com
joanne@eraindustrial.com
jody@wetlandequipment.com
joe@coleoil.net
joe@envirocore.com
joe@epm.com
joe@esepartners.com
joe@helloslick.com
joe@nhoilundercoating.com
joe@sdhazmat.com
joed@easternshipbuilding.com
joel@stewartbrothers.com
joel@sureprimetechnologies.com
joelsautohaven@yahoo.com
JOEN@JMNSPECIALTIES.COM
joesabatini@comcast.net
joey@nitalaska.com
joey@watkinsoilco.com
john.kyle@cavernsolutions.com
john.mroz@abc.aleutfederal.com
john.ohalloran@VastEnergySolutions.com
john.smoot@4dgeoviz.com
john.wilson@et.eurofinsus.com
John@topgunasphalt.com
john@usagindustrial.com
johnbyrom@pescoinc.biz
johnk@E2ASL-JV.com
johnk@whesco.com
johnm@nittanyenergy.com
Johnny.WalkerSr@gmail.com
johnw@petrolux-llc.com
jon.fazenbaker@wearcheck.com
jon.hanson@e7defense.com
jon@babbittrepair.com
jon@championcleaning.net
jon@skylineacc.com
jon@snappypopcorn.com
jonathan@lubricantproduct.com
jonathan@shugelectrical.com
jortiz@envirotech-inc.com
jose@quinconinc.com
josephpaul@cscraneandrigging.com
josh.boyd@tejascc.com
josh.breitenbach@waccamawtransport.com
Josh.Magarick@orbitalsidekick.com
josh.nitch@conroemachine.com
josh@allenaircraft.com
josh@jmrose.co
josh@nativestargroup.com
joshua@crazeweld.com
joshua@visionsubsea.com
Jott@ontimetestingllc.com
joyceh@milsek.com
jphillips@peifuels.com
jporter@salov-na.com
jps.inc@verizon.net
jrajtnt@comcast.net
JRAMOSJR@ALONSOCARUS.COM
jreavis@champcable.com
jrivera@megapetroleum.net
jrobinson@aeromax.com
jrobinson@mccrawoil.com
jrobinson@scrllc.net
jrs@nationalcompressor.com
jsbyers@texasbearing.com
jschrimsher@usc-power.com
jschumacher@iome.com
jscott@roperthermals.com
jsmall@smallandsons.com
jsmith@oilrecoveryco.com
jsparks@industrialmaintenanceinc.com
jspencer@elastec.com
jstalker@evosupplygroup.com
jstolz@rocktechsystems.com
jsutton@gmecwy.com
jtritten121@comcast.net
jtroutz@ATOKAINC.COM
juan.munguia@maerospacertc.com
judy@clearsolutionscorp.com
julia@cteeztruckingequipment.com
julie.czech@equusenv.com
julie@ursaspace.com
jurate.holm@schalleramerica.com
justin.okeson@rotarysystems.com
justindeskin@lelmed.com
jvanderpool@petroleumtraders.com
jwallace@bb-oil.com
jwanklyn@wanklynoil.com
jweidner@eqsi.net
jweuniversalservices@gmail.com
jwgs@live.com
jwilde@petroleumexpress.com
jyearwood@waringoil.com
jyounkin@centervilleent.com
jzaffer@visnde.com
k.kennedy@salads4life.com
kab@oilair.com
kallen@allenfiltersinc.com
kallen@fileproservices.com
kam_molavi@yahoo.com
kamel@fibrx.io
karen@advanceair.net
karen@bigdaddyfoods.com
karen@geiworks.com
karen@knsindustrialsupply.com
karen@pattonindustrialservices.com
KAREN@SUNBELTSUPPLYLLC.COM
karenarnon@hernon.com
kari.walker@ocean-intel.com
kariabeita@YAHOO.COM
karl.kalani@aumakuahawaii.org
karl.pajak@duboischemicals.com
karl@modtech-corp.com
karl@skoglundoil.com
kastcollc@gmail.com
kathie.manning@powerwesteng.com
katie.borrelli@yahoo.com
Katie.Huber@riveer.com
KATIE.JUSTIN@TYREEOIL.COM
katie@steelheadtubular.com
katrina.karch@aei-tech.com
kaye@advaco.com

kayers@midsouthchemical.com
kayjayservices4@yahoo.com
kaylene.rossi@anacapa.com
kaylieprince@rigidelectric.net
kbark@merrimacenergy.net
kbruhnke@crb-pls.com
kburnham@weststatesenergy.com
kc@firehousefleetsolutionsintl.com
kchesnut@wsenvironmental.com
kchowdhury@idare.io
kclegg@sigmautilitysolutions.com
kculver@supfab.com
keith.beaugez@btconstructors.com
keith@hughesenterprisesinc.com
Keith@kjmoc.com
KeiTroneEnterprises@gmail.com
kelisha.hm@gmail.com
kelly@bac-online.com
KELLY@COOPEROIL.NET
kelly@islandoilsupply.com
kelly@jessford.com
kelly@oleospos.com
kelly@ziegenfussdrilling.com
kelvin@cestusline.com
kempton@blacklinecorp.us
ken.hudspeth@pdhengineer.com
ken@coilws.com
kendall-bamm@hotmail.com
kendrick.harrison@safety-kleen.com
kennyisbell@gmail.com
kent@geogasch.com
KERRY_FOGARTY@INCOBRASA.COM
keven.jeffreys@chenega.com
keverett@bestwade.com
kevin.layne@umgunderground.com
kevin@approvedoil.com
kevin@clipperoil.com
kevin@crgtexas.com
kevin@hillmfg.com
kevinfalteisek@rivercountrycoop.net
KevinPope@terra-vent.com
keyslawngarden@gmail.com
kgiang@knkengineering.com
kgordon@savantgroup.com
Khaddox@oilbarriers.com
khemphill@techwaveconsultants.com
khill@qualitypetroleuminc.com
kHull@hullsenvironmental.com
kilian7@hotmail.com
kim.holtz@reladyme.com
kim@bbaeinc.com
kim@rmwalsdorf.com
kingdomfundus@gmail.com
kivy@kelleycompanies.com
kkilgore@duncan-oil.com
klepine@adamsthermal.com
kmahadevaiah@eicusa.com
KMHISHAM@HOTMAIL.COM
kmitchell@hughes.onmicrosoft.us
kmuskrat@talon-industries.com
knewberry@discoveryhydrovac.com
knorth@dalcom-engineering.com
kns1alpha@sbcglobal.net
knugent@abcconstructionpa.com
kovalbilling@comcast.net
krauch@olytech.com
kreig@lsmop.com
KRIMM2U@YAHOO.COM
kris@bowmangas.com
krista@chemaxmil.com
Kristen@fear-us.com
kristi@caymantransport.com
kristilee@globeleenergy.com
kristin.percle@sun-mfg.com
ksalas@bigstardodge.com
ksinvestments2019@gmail.com
ksr@moederoilco.com
ksuppes@parishoil.com
kswogger@molecularrebar.com
KurtHanspe@gmail.com
kwal1007@yahoo.com
kwame.minkah@prescientmgt.com
kwatson@ifm-corp.com
kwentzel@enertech-international.com
ladonna.madden@genairsystems.com
lakyshia@omupenterprises.com
LAlvarado@vanconsvc.com
Lamar.sales@petroopsllc.com
lamar@coveast.com
lane@jdmooreoil.com
larry.keep@rainylakeoil.com
Larry@Land-marksurvey.com
Larry@LarryShapnek.com
larry_layden@yahoo.com
larslarson28@gmail.com
laura.lyden@lydenoil.com
laura@carrstires.com
lauren@offshoreliftboats.com
laurenodquist@gmail.com
lavina.lamone@tiisyatoh.com
lczernik@hotstart.com
ldarby.darbyenterprise@gmail.com
Ldcsby@msn.com
ldiehla1@hotmail.com
LDrucker@unisafegloves.com
LDuffield@glassoil.com
leanne@emcoco.com
leedeygas@dobsonteleco.com
leinaiastrucking@sbcglobal.net
leo@oilstop.com
lesley@h4construction.com
leslie.mccarver@gosenergy.com
leslie@advancesafetyequip.com
LETTY@ACERADIATOR.SDCOXMAIL.COM
LFaturos@mcgard.com
lgrant@porteryett.com
ligniteoil@hotmail.com
lilybt.ams@gmail.com
lime@limeents.com
linda.frimanoil@midconetwork.com
linda.perry@theviswagroup.com
linda@integrityt.com
linden@foretglobal.com
liqgold@northerntel.net
lisa.o@zippersperformance.com
lisa.phillip@hybasinternational.com
lisa@gaineysconcrete.com
lisab@flfuels.com
lisah@schwangmc.com

lisle@fleet-lube.com
littleoil.conner@gmail.com
liz.wauters@colburnmfg.com
liz@onpointe-llc.com
ljaramillo@kinaole.com
ljohnson@tigcompany.com
llampl@lampl-herbert.com
llee@pjpower.com
LMASTRO@CHARTER.NET
lobchange2010@gmail.com
logan@beachviewauto.com
logan@lcturbonet.com
lorcutt@skinnerco.com
Loren@diversifiedbronze.com
loretta@petroleumrecoveryservices.com
lori.schendel@bowhead.com
lori.schendel@bowheadsupport.com
lori@elitepowergroup.com
lori@landolakesoil.com
lou@adfsys.com
louann.amstutz@alphamachining.net
loyalsupply@gmail.com
lpagan@tcmpr.com
lplonsker@contronsystems.com
Lseabolt@remtech-eng.com
ltaylor@avtcgroup.com
lthompson@kentechpower.com
luis.camejo@blackoilinc.company
Luke.Boedeker@BFSTeam.com
luke@garrowoil.com
lupeautomotive@gmail.com
lutz@zerbyauto.com
lwest@tldirtwork.com
lynn.zbierski@isotropic.network
lynnf@stallingsindustries.com
lzink@wyodakenergy.com
m.ruck@erllc.com
madi.mohtadi@nobilpetroleumtesting.com
maeganp@gardneroil.com
main@loveladydd.com
malindarivera@petrochoice.com
malong@dewitts.com
mamta@bearingsnow.com
manage@mcpgroupgu.com
management@jaguarfueling.com
mandy.hardin@gillswasteoil.com
manuelvazquez@semtribe.com
marashdeh@tech4imaging.com
marc@oilfilterservice.com
Marcel@remfilters.com
MarcHarvey@aaat3services.com
marcos@12tgroup.com
marcos@doubleoenterprises.co
marcrosen18@gmail.com
Marek@marekrudak.com
margaret@mfelts.com
margo.moss@lmenviro.com
maria@demeterspantry.com
maria@unlimitedrecycling.com
marianne@krausservices.com
mariettamotors@yahoo.com
mariolga65@yahoo.com
mariposaenevolucion.inc@gmail.com
mark.reid@hpssw.com
Mark.Wall@davis-manufacturing.com
mark@fent.us
mark@legggeo.com
mark@staroilco.net
Mark@SWElec.com
mark_theriault@cynenv.com
marksglenn@att.net
marlowoilinc@yahoo.com
Marshall@beckinvestment.com
martin@m2polymer.com
mary@thegreenchemicalstore.com
maryb@santiemidwest.com
maryellen.warwick@wacleary.com
mats@matgirl.com
matt.kelley@wozniakindustries.com
matt.may@cgrteam.com
matt.reed@drycoolers.com
MATT@ABMSTL.COM
matt@berryoil.com
matt@msiwyo.com
Matthew.Kerr@theastgroup.com
matthew.krocka@holtcat.com
maurice@fletcherempire.com
mawalin@cullycorp.com
max@ypers.com
maxwelloilcorp@gmail.com
mbalderas@ibshouston.com
mbjweldingcorp@msn.com
mbloomstran@edgeenvironmental.com
mboutwell@stillwaterassociates.com
MBROEKER@EPIPHANYENV.COM
mbrooks@volvomackwaco.com
mccaber@enscicon.com
mcoilsupplytx@gmail.com
mcorcoran@taslp.com
mcs.inc@hotmail.com
mdamek@championfs.com
MDAWICKI@NMI.EDU
mdean@4refuel.com
meaves@charlotteengineers.com
medicinebearindustries@gmail.com
mehenry@precision-tec.com
melanie.watson@apexiaco.com
melanieathom@baereaerospace.com
mellner@rixindustries.com
melody@mindeyesusa.com
merchant1811@gmail.com
merivera@plazaprovision.com
merline@megannum.com
mfenton@machaikhouston.com
mferkiss@pestprothermal.com
mfeyka@fmthomas.com
mfontaine@falconprojectconsultants.com
MFOUTZ@FANDMCONST.COM
mgodec@adv-res.com
mgonzalez@ANTHONYMACHINE.COM
mgrace@ogclearinghouse.com
mhahn@uniteksolvent.com
mhall@ergaerospace.com
mhalron@halron.com
mherber@rtstransformer.com
mhess@oceani.com
mhume@vitaflow.com
mhunter@krgoilcompany.com
Mia.Escobar@Hazcoreinc.com

micah.drake@americanpipelineinspection.com
micasa2fsa@gmail.com
michael.benton@vyclimb.com
michael.laferriere@christensenusa.com
michael.smith@refopt.net
michael@improvedracing.com
michael@indairpur.com
michael@m3partnersllc.com
michael@metalworkz.com
michael@offshoreoil.com
michael@puddlejumpertowing.com
michael@yorkenergyresources.com
michelle@mavfuel.com
Michelle@tlr-hydraulics.com
michelleivey@aerongroup.com
miguel@silverbackindependent.com
mihai@z-terra.com
mike.chin@klcoatings.com
mike.merrion@aircompressor.net
mike@ackoil.com
mike@amfsfiltration.com
mike@dunhamproducts.com
mike@ffhitchcock.com
mike@freeagentmarine.com
mike@gtweldon.com
Mike@JTCCORP.Com
mike@kacals.com
mike@pf2i.com
mikecrosby@glifeus.com
mikefluellen@mab-elite.com
mikeh@dunlaptowing.com
mikehamblen@gmail.com
mikenami@yahoo.com
mikes@ustank.net
mikesintegritycarcare@gmail.com
miket@aoptech.com
mikez@cantonracingproducts.com
MILEX@MILEXFREDERICK.COM
Millerja@MSCDIRECT.COM
milleroil@hotmail.com
mirandar@bbprecise.com
Mishoeoilco@ftc-i.net
Misty.Sexton@StandardPetroleumLogistics.com
Mjgrossestreuer@gsi-net.com
mjohnston@espey.com
Mjones@BARCOPUMP.COM
mkmsolutions25@gmail.com
mko@oemair.com
mkramon@fsmpc.com
mliggio@americadistributionandservices.com
mljoseph1949@comcast.net
MLozier@LozierOil.com
mlr@progovsolutions.com
mmaiz@mfleetservice.com
mmattox@snrgresources.com
MMchale@quintillionglobal.com
mmeyer@lukeoil.com
mmicheltorena@airandlube.com
mmills@bluetickinc.com
mmorgan@sayleoil.com
MNichols@SurveySystems.net
mocbids@mansfieldoil.com
moe@calxtrading.com
mollie@earthbound.ai
monica.curls@Terracon.com
monika@globalsrvc.com
monte@gcmsnet.com
MorganWRM@aol.com
mpotter@benderccp.com
mprice@thepriceofsafety.com
mrchild@aimws.com
mrdieselpr@gmail.com
msappington@midwest-tool-inc.com
mschubert@pccii.com
msg-gci@gci.net
mshevock@domesticfuels.com
mshowman@showmanexcavating.com
msprister@oecusa.com
mstevens@snwoperating.com
mstokes@producerscooperative.com
mstorch@metrohydraulic.com
mstqoil@hotmail.com
mtaylor@memmert.com
mtsmith@toddtool.com
mttmcorp@hotmail.com
mturney@tcmachinemfg.com
mvaughan@optimaltanksolutions.com
MVOLPE@SANTOROOIL.COM
mwhitby@halenhardy.com
mwoodard@spillhero.com
mworkman@cortru.com
mwyant@petrochoice.com
n.bristow4369@gmail.com
n.litvin@oilburnerdiesel.com
nancy@emergent121.com
natalie@cornerstonedefdistributors.com
national@suncoastresources.com
ncentarrino@doble.com
ndistefano@mestech.com
neal@4loilfieldservices.com
negrottosgallery@yahoo.com
neil@napatexas.com
Neil@SPSystemsUSA.com
nelsonamayacollision@outlook.com
nelsonoil@comcast.net
nelsonoilfieldservicesllc@gmail.com
nes82@aol.com
netaunalevy@teamupglobal.net
Ngoodman74730@gmail.com
ngrace@trgracecompany.com
nic@francistorque.com
nick.nwoke@nexteraequip.com
nick@gtechengineers.com
nick@tmcindustries.com
nick@widerangelogistics.com
Nicklette@Rovinger.com
nicksmithrep@hotmail.com
nicole@nationalstoragetank.com
nigel.macandrew@goodridge.com
nikki.harger@frostoil.com
nishat.azam@samuel.com
nnelson@harborfuels.com
npisano@sna-software.com
npocreations@gmail.com
ntt4don@yahoo.com
ny2472@gmail.com
obrown@heritageconsultingbybr.com
obsidiansllc@gmail.com
OCEANCATAK@GMAIL.COM

office@ameriquestpetroleum.com
office@arkent.com
office@azboiler.com
office@bigdsconstruction.net
OFFICE@BROWNOILCO.NET
office@ddrmt.com
office@longoentech.com
office@pspetro.com
office@raggioexcavating.com
office@roadbondsoil.com
office@silverbackservices.net
office@westernoil.com
ohughes@petroman.com
oilcapitalcoatings@gmail.com
oilstt@gmail.com
Oliverfuels@aol.com
omar@microsiliconinc.com
onyxlogisticsgroup@gmail.com
opd@oilproducts.biz
opdap@oilproducts.biz
operations@gulfaerospace.com
ops@greenearthnaturally.com
ops@keen-ag.com
orders@creedmach.com
orders@prolineindustrial.com
orders@reignenergyservices.com
oseicor@msn.com
otisi@otjglobal.com
ozziecarrion@outlook.com
paintandbodyconcepts@gmail.com
pam@wyndmerenaturals.com
pantaenterprise@outlook.com
parkviewautomotive@yahoo.com
partners@villela-ventures.com
partswarehouse2003@yahoo.com
pat.white@wisdompumps.com
pat@comptonsignatures.com
pat@robsonoil.com
patrick@bigdatarhino.com
patrick@mcneecebros.com
patrickl@marttechservices.com
patti@kieselco.com
paul.e.beltran@gmail.com
paul.r.lattanzi@paratusgroup.org
paul@gogassy.com
paul@hydroquipinc.com
paul@oilkleen.com
payroll@kimbrooil.com
pbowes2@cox.net
pburas@stoneoil.com
pcastelo@parautomationsolutions.com
pchurch@chiaviation.com
pclark@agelectricservices.com
pepinoheavypart@hotmail.com
pepperlini@yahoo.com
persr@comcast.net
pete.rooney@ezstak.com
pete@armer-norman.com
pete@catoinc.com
peter.mccartin@purvisindustries.com
peter@awetech8.com
peter@bishopaero.space
petrodexia@outlook.com
petter@dano-technics.com
pford@altus-engineering.com
pgomez@geollc.com
phashmi@360-dmg.com
phil.boggs@gpreinc.com
phil.cortese@tcolandservices.com
phil.freeman@landanw.com
phil.nahser@elguticaalloys.com
phil@shermanpacific.com
phil@wedgerock.com
philip@hongautoservice.com
phmillerstudio@gmail.com
phyllis.wernikowski@aventiaenv.com
pilarladybug@itsenvironmental.com
pino@ftginc.com
pjennings@capsmandt.com
pkenney@atlpetrofuelservices.com
pkotaru@questek.com
plymaler@autonation.com
pmcswain@parkersystemsinc.com
pmp@plazamarinegroup.com
pmurray@columbiafleetservice.com
pofs@easilink.com
prboilco@gmail.com
precision611@comcast.net
pregan@americanfuellogistics.com
PrellMR@GLake.net
pricing@drive4upt.com
prisko@nstarmarine.com
pro@pineridgeoil.net
Projects@turntecmfg.com
prussell@championfs.com
ptmcbride@gmail.com
ptocci@fuel1st.com
ptownsend@vsmgroup.us
ptracey@osienv.com
punnettd@assurancecs.com
purchasing@wileyequipment.com
pwiley@hammerheadindustrialhose.com
pwindle.wms-excel@comcast.net
queenofspeights@yahoo.com
quinn@dixieoilco.com
r.berry@ace-n.com
r.fehr@keithcompany.com
r.goossen@rogocom.com
r@hotternhell.us
rachael@jnrees.com
rachelhaught2@icloud.com
rachlesoil@aol.com
raeannsmith10@gmail.com
rafael@thecolonnagroup.com
ragsdale@eleit-tech.com
raj.nagarajan@martinmachine.net
raj@anacontractors.com
rajesh@americanindustrialcontrols.com
Rajkathuria@gmail.com
Rakesh@rjtsusa.com
ralphellenmoreno@msn.com
ram@themesllc.com
ramcorecov@gmail.com
rameshpatel@sorapower.com
Randall@seal1.net
randlebryce@sipartnersllc.com
Randolph.moses@absarokasolutions.com
randy.ray@camposcompanies.com
Randy@adescoak.com

randy@eljayoil.com
randysosa@bellsouth.net
rangerfrosty@hotmail.com
raosk55@hotmail.com
RARP@STILLCHAMPION.COM
rarrufat@chedcaribe.com
raul@aecinc1.com
rawhidelogisticsllc@gmail.com
rayb@norenproducts.com
rbalik@ofrsinc.com
RBargeron@portgraham.tech
rbarrett@unireminc.com
rbeketov@softeleganceusa.com
rblitzkie@teltru.com
rbosworth@epicenergyservices.us
rcgreenly@pumpsOK.com
rchain@facousa.com
rdfranks@tgeresources.com
rdidion@didionmilling.com
rdooley@dooleypetro.com
REALSTEELDIESELTRUCKNTRAILER@GMAIL.COM
rebecca@pennyrileford.com
recycledri@gmail.com
redlinepowerwashingllc@gmail.com
redwms1234@gmail.com
redwoodshore@hotmail.com
reggie@bullchase.com
Reid@pdoh-hip.com
reilly@redriver.team
reliablepartc@sbcglobal.net
renee@BCC1968.com
Renee@devinoilinc.com
renee@dsi.llc
renee@federalhvacsolutions.com
renee@hubzonesupplier.com
renewalglobalexchange@gmail.com
rennh@genwest.com
revolutiontire1776@gmail.com
rey@hydronia.com
RFPS@cat5resources.com
rfq@greenwood.aero
rgf@sakind.com
RGJOHNSON@HOPKINSGOWENOIL.COM
rgoodman@lagrangeproducts.com
rguillot@rcg-nc.com
rharrison@mcphersonoil.com
rhayes@215global.com
rhudson@parkeroilproducts.com
rich@walshservicesolutions.com
richard.green@greenmarineusa.com
richard@tyrrellwyo.com
rick.harris@kenmarefarmersunion.com
rick@doylesmith.com
rick@empiremagnetics.com
rick@repelwell.com
rishi@bearenv.com
riverane@esi-energy.com
rj.vidal@topstire.com
rjarboe@jarboemechanical.com
rjoslyn@chemsol.com
rkeagle57@gmail.com
rkosek@specialtycoatingsinc.com
rlahm@allnativesolutions.com
rlohse.gs@gmail.com
rmacreary@gulfmarinerepair.com
rmc@kuduintl.com
rmchugh@thompsonpump.com
rmcnally@rioenergy.com
rmctheny@spy-sol.com
rmion@vfarmers.com
rnorwood@abettermobileoilchange.com
roach@evainc.com
roadrunner70s@hotmail.com
ROADSIDESOLUTIONSINC@GMAIL.COM
rob@bossltg.com
rob@ultratecusa.com
robert.merwin@bauerct.com
robert@andys-air.com
roberta.cummings@valleyoil.com
robertbblodgett@gmail.com
robertg@chillermen.com
robertschultz@pvc1inc.com
Robie@mtsigt.com
robin@rrconner.com
robinr@hotsysocal.com
robk@laurelfueloil.com
roblay@portspetro.com
rocio.rus@transformerservicesinc.com
rockautomotive24@yahoo.com
rodney@ctsclean.com
rodney@rowletthardware.com
rodolfo.anez@uatteam.com
rodzjr@sbcglobal.net
roger.wilson@4roil.com
rollgrove@gmail.com
rolly@chemceed.com
ron@allamericanhydtx.com
ron@ocensinc.com
ron@paversinc.net
ron@rmglobal.us
ronald.mayers@att.net
Ronblaylock@thedieselcleaner.com
ronnie.beck@catawbacorps.com
ronnie.gathers@gmail.com
ronnie@savesorb.com
ronnyphelps50@yahoo.com
rory@NAUGHTONENERGY.COM
rouse@carsonteam.com
rparra@lpscientific.com
rpearson@appliedcool.com
rperales@avantepr.com
rpotter@unicomechanical.com
rpowell@amerimacchem.com
rpriggins@rigginsoil.com
rrandle@ociw.com
rreiser@giffordinc.com
RRMATERIALSUPPLY@PDQ.NET
rrpotesta@potesta.com
rrworkman@tayloroilco.com
rsasaki@spill-kit.com
rsheppard@spire-engineers.com
rsilva@coastalhazmat.com
rskabyers@gmail.com
rstelck@lonestaroutdoorpower.com
rtclark@rtclark.com
RTHORNTON@SAWHITE.COM
rthorpe@ami-lewiston.com
rtompkins@berkshirephotonics.com
rttkhotshot@yahoo.com

ruben@countyburner.com
ruth.w@pegasusmfginc.com
RutlandOilLLC@gmail.com
rvgordon@asessdv.com
RWARNICK@SSIPETRO.COM
ryan.d@wayacap.com
ryan.weatherly@brenntag.com
Ryan@5PointAcupuncture.com
Ryan@bayoil.net
ryan@thefiltershopinc.com
ryan@tradewindstowing.com
ryanr@westernpump.com
ryanw@entechoil.com
rye.dugosh@whitecap.com
sabina@c-renner.com
safety@orion-eng.com
said@fragrancesbyjak.com
sakagi@thermaleng.com
sales@a-l-lequipment.com
sales@activeradiator.com
sales@ada-gps.com
sales@amsstructures.com
SALES@ATLANTICPETRO.COM
sales@bagleyenterprises.com
sales@barstowindustrial.com
sales@commerciallynks.com
sales@cornerstonevalve.com
sales@dronearrival.com
sales@easternconnector.com
sales@ebartebads.com
sales@filtersource.com
sales@gis.supply
sales@goldensoftware.com
sales@guardian-industrial.com
sales@hgjones.com
SALES@HILLTOP21.COM
sales@interoceansystems.com
sales@ironmountainindustrialsupply.com
sales@kvmtools.com
sales@lyntechexports.com
sales@mavich.com
sales@maxpinnacle.com
sales@metalexts.com
sales@omnifuels.us
sales@pepkaspring.com
sales@precisionprofilesllc.com
sales@ptimd.com
sales@pumpingsol.com
sales@questpowerintl.com
sales@readaninternational.com
sales@reindustrialco.com
sales@retubeco.com
sales@ricochetfuel.com
sales@sarvabioremed.com
sales@sigmathermal.com
sales@tacenergy.com
sales@thegccg.com
sales@verdeenergy.net
sales@vmpparts.com
sales@willbornco.com
salesvendors@momar.com
salib.mansour@soffaelectric.com
sam.caban@prodqual.com
sam@fullidity.com
sam@mile-x.com
samb@northbankcm.com
Sammy.McNully@BMAHQ.com
samsautobodyshop@gmail.com
sandi@tseafuels.com
sandra.lcdc@hotmail.com
sanjeev@Globalpolychem.com
sanjiv@s1distribution.com
sara@ilinkresources.com
sarah@sapphirehydraulics.com
sarasimmers@meadowlarkenv.com
sbadalucco@bpginternational.com
sballa@bnassociates.net
sbatts@milehiusa.com
sbissen@mauioil.com
Sblservices23@gmail.com
sboo@vloffshore.com
sbovino@flagship-global.com
schan@kinaole.com
schimpfsgarage@gmail.com
schoolertruckandauto@gmail.com
scott.leafe@skaconsulting.com
Scott.Lyons@discoveryacquisition.com
scott.thompson@fmfr.com
scott@solarroadways.com
scott_nebel@hotmail.com
scottlee@ourismanva.com
scottritzheimer@integritesting.com
scottsgs2015@gmail.com
scroom@qcmfginc.com
SCS.South@grainger.com
scs@utsi.com
sean@qualitydefsolutions.com
securedsafety@yahoo.com
SELabs@SELaboratories.com
serena@winstonoil.com
serge.sourou@ognagnus.com
sergio@leapts.us
sergio@medloz.com
serianllc@gmail.com
service@treadstireandwheel.com
Services@globalenergyrd.com
sextonoil@gmail.com
sferguson@glassoil.com
sfranco@acslab.net
sgoolsby@usoil.com
shaine@evergreenbiosolutions.com
shane@riverdriveservice.com
shanedurnil@live.com
shannbueche@aol.com
sharie@batesprecastconcrete.com
sharpap@yahoo.com
sharris@fedsteel.com
shaun@pasihouston.com
shauna@montanacontrols.com
shauser@matrixengrg.com
shawm@apgsensors.com
shawn.winkler@hampeloil.com
shawnk@yellowhouse.us
shermanp@intrepidtx.com
shinekagatson@gmail.com
shoen@usa.net
shop.2281@meineke.net
shqattawi@yahoo.com
sibrahim@hnbusa.com

sid@adeptlinkinc.com
SIDUSAccountsPayable@sidus-solutions.com
sierra@nukaresearch.com
silvanshane@yahoo.com
simplynaturelco@gmail.com
sixto@sixshootersoftwash.com
sjackson@hpienergy.com
ska.solutions.llc@outlook.com
skcontrolservices@yahoo.com
Skid@oilcoolers.com
sking@interstateoil.com
skoch@rmwester.com
Skorlipara@vjt.com
sladegaard@empireoilminerals.com
slateroillp@gmail.com
Slscarriers01@gmail.com
smalltownfuels@gmail.com
smcdermott@premechllc.com
SMILSTED@MASCOTTEC.COM
Smith.James@demontrond.com
smoroney@randmachine.com
smshaver@mountainvoilandgas.com
sorlietrucking@gmail.com
sp4filter@aol.com
spassmore@hilliardcorp.com
squdsi@aqss-usa.com
srexford-brown@asrcenergy.com
sribhag@flowmechsystems.com
srogers@weimerbearing.com
srossini@ntbainc.com
srpowell@trigas-oil.com
ssimmons@esciencei.com
ssmith@reliantholdingsltd.com
ssoltz@tfes.com
ssophabmixay@acprepairs.com
ssshortess@advcosinc.com
sstevenson@del-mont.com
sstewart@hilmanrollers.com
stacy@madlynfab.com
stacyginkel@kj-consultants.com
stahl@matjlg.com
stan@stephenstankproducts.com
stanu@moayerco.com
statman@acmefoundry.net
steetes@undergroundsupportservices.com
stephanie@acme-maintenance.com
STEPHEN@OFSINVENTORYX.COM
stercollcare@gmail.com
steve.mason@abl-group.com
steve.scott@emp-corp.com
steve226@progressivewmetalservice.com
steve@efexmedia.com
steve@jonelloil-chem.com
steve@rocketcityoil.com
steven.villarreal@learningatoms.com
STEVET@UNIVERSALMACHININGIND.COM
stevez@spectra-lab.com
stevieg190@gmail.com
stittsnursery@gmail.com
stoneelectric@live.com
Sullivangloballlc@gmail.com
sunil.garg@datavedik.com
sunila@rddynamics.com
sunny@lepetro.com
supplier.diversity@stratcoglobal.com
support@firstchoiceamerica.net
susan@malystrategies.com
susan@rbmcompany.com
susanc@cypressmfg.com
suzannal@leanwerks.com
suzanne@madersupply.com
suzannekondra@kondrajaquin.com
swade@wade-llc.com
swarna@ie-tcs.com
swells@helfmanford.com
sylvia@gjhmotors.com
t.curtis@industrial-irrigation.com
t.tyler@eliteusa.org
t.wakefield@dcsmarineservices.com
taetae12h@gmail.com
Tafweez@arsinternationalinc.com
talibs@ecentral.com
tamaya@synergynaturally.com
tami@dgi.com
tami@lepier.com
tammy@srrenviro.com
tandsdvbe@yahoo.com
tandtalignment@yahoo.com
tatumoil@comcast.net
tawnya.hanson@harmsoil.com
taylor.lagorin@resolute-engineering.com
Taylor@falconcollisionrepair.com
taylorhill@c4fuels.com
tbirdie@tbirdieconsulting.com
TBRIDGES@WHATLEYOIL.COM
tclark@gssgi.com
tcompton@snlinc.com
tdavis@phoenixenergyusa.com
tdc.llc1977@gmail.com
tdshell@frenchoil.com
teklagoodwin@ari-hetra.com
telectromek@telectromek.com
tenders@clipperoil.com
teramenmotors@gmail.com
terry@acmbodyandframe.com
terrysnorthcoast@gmail.com
terryw@orrcorecycles.com
TFKearney@aol.com
tgoodwin@fluidsllc.com
tgould@vrc-es.com
thad@efrenviro.com
thad@laonamachine.com
THEALIGNMENTSHOPTX@GMAIL.COM
THEJASONSMITH@33ELEVATED.COM
thelmat@alliedpacificbuilders.com
THEMOWERSHOP@BELLSOUTH.NET
thercyk@mach1construction.com
theusedoilguy@gmail.com
thilaris@ergoseal.com
thomas.bridgett@msa.metrea.aero
thomas.selmer@northwindgrp.com
thomasr@socousa.com
tidewaterscraping@gmail.com
tierradelsolauto@gmail.com
tiffany.reid@ones-llc.com
tiffany@prontobodyshop.com
tim.stainback@automaticgas.com
Tim@beaverheadmotors.com
tim@criticalaero.com

tim@indoilsports.com
timothyh@colopetro.com
tina.ferraro@teamuis.com
tish@agytransport.com
tjands@srt.com
tjoffice@tjenterprises.us
tjs@spenceroil.com
tlatchie@atvtrucking.com
tmagril@star-controls.com
tmccart@ahtna.net
TMcKinney@EcologixSystems.com
tmontgomery@alltechfuel.com
tntmobileservices@yahoo.com
todd.kingrey@morgannewton.com
tom.borlong@gmail.com
tom@northcountryeng.com
TOM@southernautomotive.com
Tomknottek@gmail.com
tomseay@seayoil.com
tomsmith@pennhills-scientific.com
toneal@chemnationinc.com
tony.romano@shrader.biz
tony@hypetymelogistics.com
tony@jamisontransportationproducts.com
tony@jetco-usa.com
tony@lisony.com
TONYAC@DOUGLASSDIST.COM
tonyajshaw@gmail.com
total@venturecomm.net
tpayne@tmminfo.biz
tpedano@auresandgaley.com
tpees@valicor.com
tpierce@onenationenergy.com
tr@rockware.com
traci.johnson@royaltynoir.com
tracy.kessner@avividwater.com
tracy@dimeoil.com
trae@onshoreco.com
translogservicesllc@gmail.com
travis.h@fuowsb.com
Travis@huronsmithoil.com
travisgoodpasture@srccompanies.com
trent@centurytel.net
trevor.simos@gmail.com
trevor@wcgak.com
trevorb@beaudryoil.com
trey.miller@tradebe.com
triddle@ksolv.com
tristate802@gmail.com
trogers@texasmastrpump.com
TROJANPETROLEUM@YAHOO.COM
troy.householder@pitt-construction.com
troy.watson@strhouston.com
troy@nei.net
truckrepairplustampa@gmail.com
Truedefllc@gmail.com
truewasteoilrecycling@gmail.com
TS@parchem.com
tschulte@generalcarbide.com
TSparby@filterspro.com
tullycarr@chemcleanspec.com
twbailey@baileyspremierservices.com
tweatherly@kinaole.com
twhite@procheminc.com
twilliams@portlandwilliams.com
twjeffries@xylome.com
twvining@hsienergy.com
ty@sdbconsultantsltd.com
tysonbinc@yahoo.com
ubhattarai@dynamicusinc.com
valanderson@traileze.com
valb@corrymfg.com
valerieoswald@rochester.rr.com
valvoline@rgvtirepros.com
vamsy@prixarc.com
vance@acedronesnm.com
vanteljc@outlook.com
vcaprisecca@gmail.com
vendorinfo@quadstateair.com
vhatfield@wfedservices.com
vicki@americansignsnm.com
Vicky@fireandsafety.zone
victor@sandgglobal.com
Villagefeed@verizon.net
vince.dicaprio@dbjohnsen.com
vince@vlopezjrandsons.com
vivanov@mileslubricants.com
vlarson101@yahoo.com
vlarson@grahamtire.com
Von@GriggssafetyConsultants.com
VSALDIVAR@TSMOLY.COM
vvidal@ccmspb.com
w.craig@bbcenvironmental.com
wajdi@seahawkservices.com
WALKERHARD@TXCYBER.COM
wardauto@sbcglobal.net
WAWFpoc@grablemartin.com
wayne@avlab.com
wbs@elmcorp.com
wcash@noria.com
wdennison@glpetro.com
wendy.lewis41.wl@gmail.com
WESDIGDIRT@GMAIL.COM
wesjr@superiorbearings.com
wewashproperties@gmail.com
whartontractor@yahoo.com
whitney@swos.net
wiglesias@rioenergy.com
will.elliott@geckorobotics.com
will.rohrig@fosterfuels.com
William.Byrum@chugachgov.com
william.cavanaugh@teamhousing.com
william@wrightpsm.com
wilsonoilco@gmail.com
wilsonpetroleum@verizon.net
win.liu@sharpvisionsoftware.com
wlast@hint-global.com
wmixon@Sterlingmccallchevy.com
wmlaw78@gmail.com
wnielsen@wfnstrategies.com
woci@aol.com
wrhodes@drive4upt.com
wrholland@longhorn-e-t.com
wshepherd@completeweldingsolutions.com
wwmsteiner@gmail.com
wwong@chumleycorp.com
wyattfischerllc@gmail.com
xan@fidelityfuels.com
xavierenv@gmail.com

yarwerbrokerage@yahoo.com
zane@bopinternational.com
zanef@momentumrentalandsales.com
zbrandt@capitolfordnm.com
zeiglergeo@gmail.com
zeke.patten@pattenenergy.com
zgerin@pmindustrial.com
zgt@zeynatrading.com
Zkissee@conamco.com
zmcnelis@pirteklockhart.com
znorton@dutton-lainson.com
zweeb@aol.com

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.11. **2/24/2026**

Award ITB #26-23 Waste Management Services-Dumpsters

Approval to award “ITB #26-23 Waste Management Services-Dumpsters” to the following vendors who submitted the best bids meeting our specifications as per the attached summary.

- Annual Dumpsters - Superior Waste Industries, LLC of League City, Texas
- As Needed-Front Load and Roll-Off - Waste Connections of Texas, LLC of Alvin, Texas

Further, the expenditures for the service will utilize funds from departments approved fiscal year 2026 budgets.

Further, 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.

ITB #26-23 Award Summary

A total of two hundred and six (206) vendors were notified of the solicitation, which was posted in the Bonfire electronic procurement portal, as well as posted on the Electronic Business Daily (ESBD) website and advertised in the Facts. There were fifty-four (54) document takers resulting in five (5) submissions, none of which were non-responsive.

Upon reviewing the bid responses, the Purchasing Department is recommending awarding as follows:

- Superior Waste Industries, LLC of League City, Texas for the annual Dumpsters
- Waste Connections of Texas LLC of Alvin, Texas for Front Load As Needed and Roll-Off As Needed

Further, no award for the category for Emergency Disaster, as needed.

In addition, in review of the total annual cost for the dumpsters, Superior Waste Industries was the lowest overall for all locations.

In taking into account the award for the as needed front load and roll-off dumpsters, Waste Connections of Texas LLC was the lowest overall for delivery, hauling and monthly rental fees.

ITB#26-23 WASTE MANAGEMENT SERVICE DUMPSTERS			SUPERIOR WASTE				IRON ROSE				WASTE CONNECTIONS			
DESCRIPTION DUMPSTERS	**County ID**	**Qty**	**Day of Service**	**County ID**	**Price per EA per Month**	**Ext Price per Month**	**Day of Service**	**County ID**	**Price per EA per Month**	**Ext Price per Month**	**Day of Service**	**County ID**	**Price per EA per Month**	**Ext Price per Month**
Brazoria County Airport 8 yard, Year Round, 2 x Week, 815 Airport Way, CR 220	2440	2	Monday & Thursday	2440	$260.00	$520.00	Monday & Thursday	2440	$955.00	$1,910.00	Monday & Thursday	2440	$301.50	$603.01
Brazoria County Juvenile Justice 6 yard, Year Round, 2 x week 20875 CR 171, Angleton *Located by County Health Clinic	2445	1	Monday & Thursday	2445	$240.00	$240.00	Monday & Thursday	2445	$785.00	$785.00	Monday & Thursday	2445	$184.31	$368.62
Brazoria County Juvenile Justice 8 yard, Year Round, 2 x week 20875 CR 171, Angleton *Located by main building	TBD	1	Monday & Thursday	TBD	$260.00	$260.00	Monday & Thursday	TBD	$995.00	$995.00	Monday & Thursday	TBD	$301.50	$301.50
Brazoria County Mosquito Control 6 Yard, Year Round, 1 x Week CR 213 & 428, Angleton	2446	1	Monday	2446	$120.00	$120.00	Monday	2446	$485.00	$485.00	Monday	2446	$106.41	$106.41
Angleton Service Center (Pct 2) - 6 Yard, Year Round, 2 x Week 21017 CR 171, Angleton	2448	1	Monday & Thursday	2448	$240.00	$240.00	Monday & Thursday	2448	$785.00	$785.00	Monday & Thursday	2448	$195.09	$195.09
Brazos River County Park 6 Yard, 5/1-9/30, 1 x Week Parks Dept,3053 Cty Park Rd, Angleton	2450	1	Wednesday (PEAK SEASON)	2450	$120.00	$120.00	Wednesday (PEAK SEASON)	2450	$485.00	$485.00	Wednesday (PEAK SEASON)	2450	$106.41	$106.41
Brazos River County Park 4 Yard, 10/1-4/30, 1 x Week Parks Dept, 3053 Cty Park Rd, Angleton	2451	1	Wednesday (OFF SEASON)	2451	$110.00	$110.00	Wednesday (OFF SEASON)	2451	$390.00	$390.00	Wednesday (OFF SEASON)	2451	$81.91	$81.91
Hanson Riverside County Park 6 Yard, 5/1-9/30, 1 x Week Parks Dept,18499 Hwy 35, West Columbia	2453	1	Monday (PEAK SEASON)	2453	$120.00	$120.00	Monday (PEAK SEASON)	2453	$485.00	$485.00	Monday (PEAK SEASON)	2453	$106.41	$106.41
Hanson Riverside County Park 4 Yard, 10/1-4/30, 1 x Week Parks Dept,18499 Hwy 35, West Columbia	2454	1	Monday (OFF SEASON)	2454	$110.00	$110.00	Monday (OFF SEASON)	2454	$390.00	$390.00	Monday (OFF SEASON)	2454	$81.91	$81.91
Hanson Riverside County Park 4 Yard, 1 x Week, Year Round Parks Dept,17367 TX 35 Business, West Columbia	TBD	1	Monday	TBD	$110.00	$110.00	Monday	TBD	$390.00	$390.00	Monday	TBD	$81.91	$81.91
Quintana Beach County Park 8 Yard, Year Round, 2 x Week Parks Dept,330 5th St, Quintana	2455	1	Monday & Friday (PEAK SEASON)	2455	$260.00	$260.00	Monday & Friday (PEAK SEASON)	2455	$955.00	$955.00	Monday & Friday (PEAK SEASON)	2455	$313.33	$313.33
Quintana Beach County Park 6 Yard, 3/1-9/30, 2 x Week Parks Dept,330 5th St, Quintana	2456	1	Monday & Friday (PEAK SEASON)	2456	$240.00	$240.00	Monday & Friday (PEAK SEASON)	2456	$785.00	$785.00	Monday & Friday (PEAK SEASON)	2456	$195.09	$195.09
Quintana Beach County Park 6 Yard, Year Round, 2 x Week Parks Dept,330 5th St, Quintana	6740	1	Monday & Friday (OFF SEASON)	6740	$240.00	$240.00	Monday & Friday (OFF SEASON)	6740	$785.00	$785.00	Monday & Friday (OFF SEASON)	6740	$195.09	$195.09
Resoft County Park 8 Yard, Year Round, 2 x Week Parks Dept, Hwy 35 & CR 281, Alvin	2457	1	Monday & Thursday	2457	$260.00	$260.00	Monday & Thursday	2457	$955.00	$955.00	Monday & Thursday	2457	$301.50	$301.50
San Luis County Park 8 Yard, Year Round, 2 x Week Parks Dept,14001 CR 257, Freeport	2459	1	Monday & Friday	2459	$260.00	$260.00	Monday & Friday	2459	$955.00	$955.00	Monday & Friday	2459	$301.50	$301.50
San Luis County Park 6 Yard, 3/1-10/30, 2 x Week Parks Dept, 14001 CR 257, Freeport	2460	1	Monday & Friday (PEAK SEASON)	2460	$240.00	$240.00	Monday & Friday (PEAK SEASON)	2460	$785.00	$785.00	Monday & Friday (PEAK SEASON)	2460	$195.09	$195.09
San Luis County Park 6 Yard, Year Round, 2 x Week Parks Dept, 14001 CR 257, Freeport	6741	1	Monday & Friday	6741	$240.00	$240.00	Monday & Friday	6741	$785.00	$785.00	Monday & Friday	6741	$195.09	$195.09
Surfside Jetty County Park 8 Yard, Year Round, 2 x Week Parks Dept, 101 Parkview, Surfside	2461	1	Monday & Friday	2461	$260.00	$260.00	Monday & Friday	2461	$955.00	$955.00	Monday & Friday	2461	$301.50	$301.50

ITB#26-23 WASTE MANAGEMENT SERVICE DUMPSTERS			SUPERIOR WASTE				IRON ROSE				WASTE CONNECTIONS			
DESCRIPTION DUMPSTERS	**County ID**	**Qty**	**Day of Service**	**County ID**	**Price per EA per Month**	**Ext Price per Month**	**Day of Service**	**County ID**	**Price per EA per Month**	**Ext Price per Month**	**Day of Service**	**County ID**	**Price per EA per Month**	**Ext Price per Month**
Camp Mohawk 8 Yard, Year Round, 2 x Week Parks Dept, 110 Mohawk Dr, Alvin	2463	1	Monday & Thursday	2463	$260.00	$260.00	Monday & Thursday	2463	$955.00	$955.00	Monday & Thursday	2463	$301.50	$301.50
Henry William Munson Park @ Stephen F. Austin Statue 3 Yard, Year Round, 1 x Week	9354	1	Thursday	9354	$100.00	$100.00	Thursday	9354	$525.00	$525.00	Thursday	9354	$88.68	$88.68
Freeport JP / AP Office 6 Yard, Year Round, 1 x Week Facilities Management 210 First Street, Freeport, TX	2452	1	Friday	2452	$120.00	$120.00	Friday	2452	$485.00	$485.00	Friday	2452	$106.41	$106.41
West Columbia JP Office 3 Yard, Year Round, 1 x Week Facilities Management 111 N. 10th St. West Columbia, TX	7772	1	Thursday	7772	$100.00	$100.00	Thursday	7772	$525.00	$525.00	Thursday	7772	$88.68	$88.68
Truck Shed, West Columbia 6 Yard, Year Round, 1 x Week Facilities Management 1211 Jefferson, West Columbia, TX	7914	1	Thursday	7914	$120.00	$120.00	Thursday	7914	$485.00	$485.00	Thursday	7914	$106.41	$106.41
Facilities Management, 8 Yard, Year Round, 1 x Week 1340 E Kiber Street, Angleton	9312	1	Thursday	9312	$160.00	$160.00	Thursday	9312	$590.00	$590.00	Thursday	9312	$153.71	$153.71
Brazoria County Pct 4 Sub Office 6 Yard, Year Round, 1 x Week 3633 CR 58, Manvel, TX	9355	1	Thursday	9355	$120.00	$120.00	Thursday	9355	$485.00	$485.00	Thursday	9355	$106.41	$106.41
West Columbia Pct 4 Government Bldg 3 Yard, Year Round, 1 x week 121 N. 10th Street, West Columbia	9057	1	Thursday	9057	$100.00	$100.00	Thursday	9057	$525.00	$525.00	Thursday	9057	$88.68	$88.68
SH 288 Truck Weigh Station 2 Yard, Year Round, 1 x week 39679 SH 288	9519	1	Day of Service to be determined	9519	$100.00	$100.00	Day of Service to be determined	9519	$525.00	$525.00	Day of Service to be determined	9519	$63.84	$63.84
Angleton Service Center (Pct 2) -2 Yard, Year Round, 1 x Week ,21017 CR 171, Angleton	9642	1	Day of Service to be determined	9642	$100.00	$100.00	Day of Service to be determined	9642	$525.00	$525.00	Day of Service to be determined	9642	$63.84	$63.84
Sheriff's Office, 8 Yard, Year Round, 1xWeek, 3602 CR 45, Angleton	9672	2	Tuesday	9672	$160.00	$160.00 $320.00	Tuesday	9672	$590.00	$1,180.00	Tuesday	9672	$143.35	$286.70
Parks HQ, 6 yard, Year Round 2x week, 41871 SH 288, Angleton	9817	2	Monday & Thursday	9817	$120.00	$120.00 $240.00	Monday & Thursday	9817	$785.00	$1,570.00	Monday & Thursday	9817	$184.31	$368.62

DESCRIPTION	**County ID**	**Qty**	**Rent per Day**	**Rent per Month**	**Delivery Fee**	**Haul**	**Haul Rate***		**Rent per Day**	**Rent per Month**	**Delivery Fee**	**Haul**	**Haul Rate***		**Rent per Day**	**Rent per Month**	**Delivery Fee**	**Haul**	**Haul Rate***	
DUMPSTER, FRONT LOAD AS NEEDED																				
2 Yard, As Needed	2473	1		$0.00						$0.00						$24.36				
2 Yard, As Needed	9341	1			$100.00						$525.00						$91.34			
2 Yard, As Needed	9346	1				$100.00		$200.00				$525.00		$1050.00				$60.89		$176.59
3 Yard, As Needed	2479	1		$0.00						$0.00						$24.36				
3 Yard, As Needed	9342	1			$100.00						$525.00						$91.34			
3 Yard, As Needed	9347	1				$100.00		$200.00				$525.00		$1050.00				$60.89		$176.59
4 Yard, As Needed	2485	1		$0.00						$0.00						$24.36				
4 Yard, As Needed	9343	1			$100.00						$390.00						$91.34			
4 Yard, As Needed	9348	1				$120.00		$220.00				$390.00		$780.00				$60.89		$176.59
6 Yard, As Needed	2491	1		$0.00						$0.00						$24.36				
6 Yard, As Needed	9344	1			$100.00						$485.00						$91.34			
6 Yard, As Needed	9349	1				$140.00		$240.00				$485.00		$970.00				$60.89		$176.59
8 Yard, As Needed	2497	1		$0.00						$0.00						$24.36				
8 Yard, As Needed	9345	1			$100.00						$590.00						$91.34			

ITB#26-23 WASTE MANAGEMENT SERVICE DUMPSTERS			SUPERIOR WASTE							IRON ROSE							WASTE CONNECTIONS						
DESCRIPTION DUMPSTERS	**County ID**	**Qty**	**Day of Service**		**County ID**	**Price per EA per Month**		**Ext Price per Month**		**Day of Service**		**County ID**	**Price per EA per Month**		**Ext Price per Month**		**Day of Service**		**County ID**	**Price per EA per Month**		**Ext Price per Month**	
8 Yard, As Needed	9350	1				$160.00		$260.00					$590.00		$1180.00					$60.89		$176.59	
ROLL-OFF DUMPSTERS AS NEEDED	**County ID**	**Qty**	**Rent per Day**		**Delivery Fee**	**Haul Rate**		**Hazard Waste (chem)**	**Special Waste (cresote)**	**Rent per Day**		**Delivery Fee**	**Haul Rate**		**Hazard Waste (chem)**	**Special Waste (cresote)**	**Rent per Day**		**Delivery Fee**	**Haul Rate**		**Hazard Waste (chem)**	**Special Waste (cresote)**
20 Yard, As Needed, Qty 1	7645	1	$10.00							$60.00							$3.05						
20 Yard, As Needed,Delivery Fee	2515	1			$150.00							$150.00							$121.79				
20 Yard, As Needed,Haul Rate	2516	1				$485.00		$935.00					$450.00		$2,400.00					$426.24		$639.53	
20 Yard, As Needed,Special Waste	2518	1						$1,000.00	$800.00						$300.00							$0.00	$0.00
30 Yard, As Needed, Qty 1	7646	1	$10.00							$75.00							$3.05						
30 Yard, As Needed, Delivery Fee	2521	1			$150.00							$175.00							$121.79				
30 Yard, As Needed,Haul Rate	2522	1				$525.00							$525.00							$487.13			
30 Yard, As Needed,Special Waste	2524	1						$1,250.00	$1,000.00						$300.00	$150.00						$0.00	$0.00
40 Yard, As Needed, Qty 1	7647	1	$10.00							$90.00							$3.05						
40 Yard, As Needed,Delivery Fee	2527	1			$150.00							$200.00							$121.79				
40 Yard, As Needed,Haul Rate	2528	1				$600.00							$600.00							$620.74			
40 Yard, As Needed, Special Waste	2530	1						$1,500.00	$1,500.00						$300.00	$150.00							$0.00
EMERGENCY DISASTER AS NEEDED			Rent per Day Roll-Off	Rent per Month Roll-Off		Port-A-Can Service 1 x Week	Port-A-Can Service 2 x Week	Haul Rate	Final Pull	Rent per Day Roll-Off	Rent per Month Roll-Off		Port-A-Can Service 1 x Week	Port-A-Can Service 2 x Week	Haul Rate	Final Pull	Rent per Day Roll-Off	Rent per Month Roll-Off		Port-A-Can Service 1 x Week	Port-A-Can Service 2 x Week	Haul Rate	Final Pull
40 Yard Roll-off, for emergency disaster, as needed (INCLUDES 5 PORT-A-CANS)*	Upon Request	1 Lot	$15.00	$0.00	Upon Request	$200.00	$400.00	$1,000.00	$1,000.00	N/A	N/A	Upon Request	N/A	N/A	N/A	N/A	$3.88	$116.46	Upon Request	$0.00	$0.00	$626.68	$626.68
*40 Yard Roll-Off filled with Port-A-Cans, for emergency disaster, as needed	Upon Request	1 Lot	$15.00	$0.00	Upon Request	$200.00	$400.00	$1,000.00	$1,000.00	N/A	N/A	Upon Request	N/A	N/A	N/A	N/A	$3.88	$116.46	Upon Request	$0.00	$0.00	$626.68	$626.86

ITB#26-23 WASTE MANAGEMENT SERVICE DUMPSTERS			TEXAS WASTE CONTROL				CITRONWAY			
DESCRIPTION DUMPSTERS	**County ID**	**Qty**	**Day of Service**	**County ID**	**Price per EA per Month**	**Ext Price per Month**	**Day of Service**	**County ID**	**Price per EA per Month**	**Ext Price per Month**
Brazoria County Airport 8 yard, Year Round, 2 x Week, 815 Airport Way, CR 220	2440	2	Monday & Thursday	2440	N/A	N/A	Monday & Thursday	2440	$397.18	$794.36
Brazoria County Juvenile Justice 6 yard, Year Round, 2 x week 20875 CR 171, Angleton *Located by County Health Clinic	2445	1	Monday & Thursday	2445	N/A	N/A	Monday & Thursday	2445	$340.53	$340.53
Brazoria County Juvenile Justice 8 yard, Year Round, 2 x week 20875 CR 171, Angleton *Located by main building	TBD	1	Monday & Thursday	TBD	N/A	N/A	Monday & Thursday	TBD	$397.18	$397.18
Brazoria County Mosquito Control 6 Yard, Year Round, 1 x Week CR 213 & 428, Angleton	2446	1	Monday	2446	N/A	N/A	Monday	2446	$191.34	$191.34
Angleton Service Center (Pct 2) - 6 Yard, Year Round, 2 x Week 21017 CR 171, Angleton	2448	1	Monday & Thursday	2448	N/A	N/A	Monday & Thursday	2448	$340.53	$340.53
Brazos River County Park 6 Yard, 5/1-9/30, 1 x Week Parks Dept,3053 Cty Park Rd, Angleton	2450	1	Wednesday (PEAK SEASON)	2450	N/A	N/A	Wednesday (PEAK SEASON)	2450	$191.34	$191.34
Brazos River County Park 4 Yard, 10/1-4/30, 1 x Week Parks Dept, 3053 Cty Park Rd, Angleton	2451	1	Wednesday (OFF SEASON)	2451	N/A	N/A	Wednesday (OFF SEASON)	2451	$149.01	$149.01
Hanson Riverside County Park 6 Yard, 5/1-9/30, 1 x Week Parks Dept,18499 Hwy 35, West Columbia	2453	1	Monday (PEAK SEASON)	2453	N/A	N/A	Monday (PEAK SEASON)	2453	$191.34	$191.34
Hanson Riverside County Park 4 Yard, 10/1-4/30, 1 x Week Parks Dept,18499 Hwy 35, West Columbia	2454	1	Monday (OFF SEASON)	2454	N/A	N/A	Monday (OFF SEASON)	2454	$149.01	$149.01
Hanson Riverside County Park 4 Yard, 1 x Week, Year Round Parks Dept,17367 TX 35 Business, West Columbia	TBD	1	Monday	TBD	N/A	N/A	Monday	TBD	$149.01	$149.01
Quintana Beach County Park 8 Yard, Year Round, 2 x Week Parks Dept,330 5th St, Quintana	2455	1	Monday & Friday (PEAK SEASON)	2455	N/A	N/A	Monday & Friday (PEAK SEASON)	2455	$397.18	$397.18
Quintana Beach County Park 6 Yard, 3/1-9/30, 2 x Week Parks Dept,330 5th St, Quintana	2456	1	Monday & Friday (PEAK SEASON)	2456	N/A	N/A	Monday & Friday (PEAK SEASON)	2456	$340.53	$340.53
Quintana Beach County Park 6 Yard, Year Round, 2 x Week Parks Dept,330 5th St, Quintana	6740	1	Monday & Friday (OFF SEASON)	6740	N/A	N/A	Monday & Friday (OFF SEASON)	6740	$340.53	$340.53
Resoft County Park 8 Yard, Year Round, 2 x Week Parks Dept, Hwy 35 & CR 281, Alvin	2457	1	Monday & Thursday	2457	N/A	N/A	Monday & Thursday	2457	$397.18	$397.18
San Luis County Park 8 Yard, Year Round, 2 x Week Parks Dept,14001 CR 257, Freeport	2459	1	Monday & Friday	2459	N/A	N/A	Monday & Friday	2459	$397.18	$397.18
San Luis County Park 6 Yard, 3/1-10/30, 2 x Week Parks Dept, 14001 CR 257, Freeport	2460	1	Monday & Friday (PEAK SEASON)	2460	N/A	N/A	Monday & Friday (PEAK SEASON)	2460	$340.53	$340.53
San Luis County Park 6 Yard, Year Round, 2 x Week Parks Dept, 14001 CR 257, Freeport	6741	1	Monday & Friday	6741	N/A	N/A	Monday & Friday	6741	$340.53	$340.53
Surfside Jetty County Park 8 Yard, Year Round, 2 x Week Parks Dept, 101 Parkview, Surfside	2461	1	Monday & Friday	2461	N/A	N/A	Monday & Friday	2461	$397.18	$397.18

ITB#26-23 WASTE MANAGEMENT SERVICE DUMPSTERS			TEXAS WASTE CONTROL				CITRONWAY			
DESCRIPTION DUMPSTERS	**County ID**	**Qty**	**Day of Service**	**County ID**	**Price per EA per Month**	**Ext Price per Month**	**Day of Service**	**County ID**	**Price per EA per Month**	**Ext Price per Month**
Camp Mohawk 8 Yard, Year Round, 2 x Week Parks Dept, 110 Mohawk Dr, Alvin	2463	1	Monday & Thursday	2463	N/A	N/A	Monday & Thursday	2463	$397.18	$397.18
Henry William Munson Park @ Stephen F. Austin Statue 3 Yard, Year Round, 1 x Week	9354	1	Thursday	9354	N/A	N/A	Thursday	9354	$129.77	$129.77
Freeport JP / AP Office 6 Yard, Year Round, 1 x Week Facilities Management 210 First Street, Freeport, TX	2452	1	Friday	2452	N/A	N/A	Friday	2452	$191.34	$191.34
West Columbia JP Office 3 Yard, Year Round, 1 x Week Facilities Management 111 N. 10th St. West Columbia, TX	7772	1	Thursday	7772	N/A	N/A	Thursday	7772	$129.77	$129.77
Truck Shed, West Columbia 6 Yard, Year Round, 1 x Week Facilities Management 1211 Jefferson, West Columbia, TX	7914	1	Thursday	7914	N/A	N/A	Thursday	7914	$191.34	$191.34
Facilities Management, 8 Yard, Year Round, 1 x Week 1340 E Kiber Street, Angleton	9312	1	Thursday	9312	N/A	N/A	Thursday	9312	$282.35	$282.35
Brazoria County Pct 4 Sub Office 6 Yard, Year Round, 1 x Week 3633 CR 58, Manvel, TX	9355	1	Thursday	9355	N/A	N/A	Thursday	9355	$191.34	$191.34
West Columbia Pct 4 Government Bldg 3 Yard, Year Round, 1 x week 121 N. 10th Street, West Columbia	9057	1	Thursday	9057	N/A	N/A	Thursday	9057	$129.77	$129.77
SH 288 Truck Weigh Station 2 Yard, Year Round, 1 x week 39679 SH 288	9519	1	Day of Service to be determined	9519	N/A	N/A	Day of Service to be determined	9519	$99.03	$99.03
Angleton Service Center (Pct 2) -2 Yard, Year Round, 1 x Week ,21017 CR 171, Angleton	9642	1	Day of Service to be determined	9642	N/A	N/A	Day of Service to be determined	9642	$99.03	$99.03
Sheriff's Office, 8 Yard, Year Round, 1xWeek, 3602 CR 45, Angleton	9672	2	Tuesday	9672	N/A	N/A	Tuesday	9672	$282.35	$564.70
Parks HQ, 6 yard, Year Round 2x week, 41871 SH 288, Angleton	9817	2	Monday & Thursday	9817	N/A	N/A	Monday & Thursday	9817	$340.53	$681.06

DESCRIPTION	**County ID**	**Qty**	**Rent per Day**	**Rent per Month**	**Delivery Fee**	**Haul**	**Haul Rate***			**Rent per Day**	**Rent per Month**	**Delivery Fee**	**Haul**	**Haul Rate***		
DUMPSTER, FRONT LOAD AS NEEDED																
2 Yard, As Needed	2473	1		$0.00							$45.00					
2 Yard, As Needed	9341	1			$0.00							$140.00				
2 Yard, As Needed	9346	1				$0.00							$68.07		$253.07	
3 Yard, As Needed	2479	1		$0.00							$49.00					
3 Yard, As Needed	9342	1			$0.00							$140.00				
3 Yard, As Needed	9347	1				$0.00							$68.07		$257.07	
4 Yard, As Needed	2485	1		$0.00							$56.47					
4 Yard, As Needed	9343	1			$0.00							$140.00				
4 Yard, As Needed	9348	1				$0.00							$68.07		$264.54	
6 Yard, As Needed	2491	1		$0.00							$59.84					
6 Yard, As Needed	9344	1			$0.00							$140.00				
6 Yard, As Needed	9349	1				$0.00							$77.84		$277.68	
8 Yard, As Needed	2497	1		$0.00							$63.07					
8 Yard, As Needed	9345	1			$0.00							$140.00				

ITB#26-23 WASTE MANAGEMENT SERVICE DUMPSTERS			TEXAS WASTE CONTROL							CITRONWAY						
DESCRIPTION DUMPSTERS	**County ID**	**Qty**	**Day of Service**		**County ID**	**Price per EA per Month**		**Ext Price per Month**		**Day of Service**		**County ID**	**Price per EA per Month**		**Ext Price per Month**	
8 Yard, As Needed	9350	1				$0.00							$99.67		$302.74	
ROLL-OFF DUMPSTERS AS NEEDED	**County ID**	**Qty**	**Rent per Day**		**Delivery Fee**	**Haul Rate**		**Hazard Waste (chem)**	**Special Waste (cresote)**	**Rent per Day**		**Delivery Fee**	**Haul Rate**		**Hazard Waste (chem)**	**Special Waste (cresote)**
20 Yard, As Needed, Qty 1	7645	1	$5.00							$10.09						
20 Yard, As Needed,Delivery Fee	2515	1			$125.00							$192.79				
20 Yard, As Needed,Haul Rate	2516	1				$350.00	$65 per ton additional fee						$714.57		$1,210.06	
20 Yard, As Needed,Special Waste	2518	1						$750.00	$500.00						$0.00	$0.00
30 Yard, As Needed, Qty 1	7646	1	$5.00							$10.09						
30 Yard, As Needed, Delivery Fee	2521	1			$125.00							$192.79				
30 Yard, As Needed,Haul Rate	2522	1				$350.00	$65 per ton additional fee						$790.23			
30 Yard, As Needed,Special Waste	2524	1						$750.00	$500.00						$0.00	$0.00
40 Yard, As Needed, Qty 1	7647	1	$5.00							$10.09						
40 Yard, As Needed,Delivery Fee	2527	1			$125.00							$192.79				
40 Yard, As Needed,Haul Rate	2528	1				$350.00	$65 per ton additional fee						$849.07			
40 Yard, As Needed, Special Waste	2530	1						$750.00	$500.00						$0.00	$0.00
EMERGENCY DISASTER AS NEEDED			Rent per Day Roll-Off	Rent per Month Roll-Off		Port-A-Can Service 1 x Week	Port-A-Can Service 2 x Week	Haul Rate	Final Pull	Rent per Day Roll-Off	Rent per Month Roll-Off		Port-A-Can Service 1 x Week	Port-A-Can Service 2 x Week	Haul Rate	Final Pull
40 Yard Roll-off, for emergency disaster, as needed (INCLUDES 5 PORT-A-CANS)*	Upon Request	1 Lot	$40.00	$1,000.00	Upon Request	$1,175.00	$1,450.00	$400.00	$400.00	na	na	Upon Request	na	na	na	na
*40 Yard Roll-Off filled with Port-A-Cans, for emergency disaster, as needed	Upon Request	1 Lot	$40.00	$1,000.00	Upon Request	$1,175.00	$1,450.00	$500.00	$500.00	na	na	Upon Request	na	na	na	na

5150-Austin_Bids@WasteConnections.com
acameron@protectusa.net
adam@aftermathdisaster.com
admin@atlas-multiservices.com
admin@e1t1ark.org
Affordableenvironment@gmail.com
ageorge@focusbusinessinc.com
akcameron@protectusa.net
alex.mebrahtu@aptim.com
alex@alamo1.com
alwayshereseptic@gmail.com
amiller@opifexenterprises.com
andre@lynxenergyservices.com
andrew@milsteadcorp.com
angie.russell@magna-flow.com
ANTHONY@SKOLINDUSTRIAL.COM
approvals@mil-serve.com
arloenv@gmail.com
ashley@breezydayllc.com
ashleym@aelandfill.com
averyalan@alc-texas.com
azaelmdz@mdzsonconstruction.com
b.hausenfluck@dumpsterdudez.com
bbracher@centraltexasrefuse.com
biomesci@yahoo.com
bowiebuiltcorp@hotmail.com
bpurkiss@silvercreekmaterials.com
braden@texlarental.com
brandon.hausenfluck@dumpsterdudez.com
brayson.hurdsman@danielshealth.com
bull1@arn.net
business.development@hydroprosusa.com
C.Raines@westonsolutions.com
caleb@carrcontractors.com
cardy.smith1@yahoo.com
casey@sun-belt.com
cc_bid_notices@crystal-clean.com
cecily@4seasons-disposal.com
CEO.YOLANDA@IDROGOINGENIERIA.COM
ceo@tcclogistics.org
cgandy@republicservices.com
chad@mwswaste.com
chris.smithey@smitheyenvironmental.com
cmatthews4@republicservices.com
colekut4@gmail.com
colton.mccollom@wasteconnections.com
contact@siligramsurfaces.com
contracts@hazmatspecialservices.com
contracts@mirosfacilityservices.com
contracts@taslp.com
craigw932@gmail.com
cs@smoothmv.com
cscogna@energylogixtx.com
csmith@texasdisposal.com
dallascentral@1800gotjunk.com
david@envirotech-services.com
david@silverhull.com
davidhale@guardian6s.com
demolitioncowboyllc@yahoo.com
Devin@Brunsonpump.com
dtooke3@gmail.com
echolsenvironmental@gmail.com
estimating@braun-butler.com
events@capcityrentals.com
fabricio@wastesolutionsusa.com
francis.obiesie@osilivic.com
ggkconstructionllc@gmail.com
gokocha@citronway.com
gonzalesseptic@yahoo.com
grady@hurricanewaste.com
greg@alamocityconstructors.com
harshad.patel@khcd.com
heather.douglas@evergreen-recycling.com
heidi@spickandspantrashcans.com
hmukill@redaway.com
hrainey@graymarenv.com
Icompean@compeandumpster.com
HMagana@bmsmanagement.com
info@alldumpstersrental.com
info@aspenNM.com
info@billingsleystructural.com
info@corevalservices.com
info@fdtlogistics.com
info@get-smashd.com
Info@greenzone.eco
Info@horizon-harbor.com
INFO@JWTC.NET
Info@scorpionwaste.com
INFO@WASTEMODE.COM
ironmanrolloffs7@gmail.com
jack@tjrolloffs.com
jackson@jwandcollc.com
jacqueline@jtjunksolutions.com
james@junkhustlers.com
jarmarwalaym@cdmsmith.com
jarmstrong@rkci.com
jason@a1littlejohn.com
jbh@texsontransport.com
jcecil@frontierwaste.com
Jeffrey.Fields@WasteConnections.com
jereme@junk.pro
jessica.soto@aelgreenlogistics.com
jessica.walker@wasteconnections.com
jjoseph@republicservices.com
jlealjr@rockinjlss.com
jlincoln@talonlpe.com
jnuncio@frontierwaste.com
joekappil@gammaservices.com
JOSHUA@JGELITEPROPERTYSERVICES.COM
josue.ventura@mansfield.energy
jsoto@alamo1.com
juan@southernsanitation.com
julie.downey@usecology.com
justin.stellflug@wsp.com
justinatteberry@onyx-iron.com
jwcampos@camposengineering.com
jyanderson@amcotx.com
kasey@lonestarhazmat.com
kaye.morgan@tymco.com
keegan@earthtek.biz
keli.christy@yahoo.com
kenneth@energywasteservices.com
kiltexllc@yahoo.com
krista@paramountwastewater.com
kstricklen@sustainenvironmental.com
kurt@holdfastservices.net
landpridelotservice@gmail.com
lavthomas89@gmail.com
lcapehart@republicservices.com
LCEgovernment@cottonteam.com
lnicholson@greenmarkwaste.com
lorena.quezada@wasteconnections.com
lseliteservicesdfw@icloud.com
management@doggydoggz.com
matt.lowe@wasteconnections.com
mauricemacbow@GMAIL.COM
mavergara25@gmail.com
mchappen@frontierwaste.com

mdraughn@hradminllc.com
mholder@arcwoodenviro.com
Midtex.brandon@gmail.com
midtexenvironmental@gmail.com
mikesparks@honeybucket.com
mitchelldedman@execservinc.com
mkcorley@aftermathdisaster.com
mnguyen@greenmarkwaste.com
mnztotalsolutionllc@gmail.com
momo1759@yahoo.com
morin@tripler-services.com
mruffner@republicservices.com
nadja@laredogroup.org
nathan@bidlogicai.com
newlifeservicesdallas@gmail.com
office@dumpthatsa.com
orona.gonzalo@cleanharbors.com
ovsoutdoorsolutions@ovspire.com
paradawaste@gmail.com
paul.pickett@ambipar.com
pedrolg@trteinc.org
pottytimebyyoclaire@gmail.com
pro-pipebidbox@pro-pipe.com
pwilson@rubbishworks.com
rbwastemanagement@yahoo.com
renewalglobalexchange@gmail.com
Rentals@jlarental.com
ROBINODOM@CHEMSOLSERVICES.COM
rodeocontractingllc@gmail.com
rose@derrickconstruction.net
ryanw@hcwastesolutions.com
safranken@gmail.com
sales@haulla.com
Sales@loads2gosolutions.com
sales@reliableequiprentals.com
sgarcia@gaincoinc.com
shawnpaulgray@yahoo.com
shelly@lltrans.net
shiningarmorcleaners@gmail.com
shipeztransportation@gmail.com
Simplevaletsolutions@gmail.com
siroccologistics01@gmail.com
smarti10@wm.com
southtexaswastesolutions@gmail.com
Southwestdisposal@aol.com
srobinson@ascoeq.com
statum@liveoakenv.com
steve.muller@junkluggers.com
stritico@liquidwastetx.com
tarn@laredogroup.org
tasha.kilgore@cleaningguys.com
tcwronsch@hotmail.com
tekunz@txun.net
Tha@republicservices.com
tim@etechenv.com
tra@amenity-works.com
ventrexsupport@ventrex-es.net
versie@aabjenterprises.com
wayne@acumen-enterprises.com
wblevins@eremservices.com
whitestarservices@yahoo.com
whitestarservicesllc@gmail.com
wilfried@hippowaste.com
wsmith@cwd.to
wwoods88@ymail.com
yair.daniel@us.belfor.com
zane.adams@zj-industries.com
ziddeen@fm-solutions.net

BRAZORIA COUNTY

PURCHASING DEPARTMENT

SUSAN P. SERRANO, CPPO, CPPB
Purchasing Director

February 25, 2026

Superior Waste Industries, LLC
Attn: Marcus Jean
PO Box 217
Kemah, TX 77565
mjean@swiusa.net

Re: Award for ITB #26-23 Waste Management Services-Dumpsters – Annual Dumpsters

Dear Mr. Jean:

Brazoria County is pleased to inform you that on February 24, 2026, Commissioners' Court awarded the above listed project to your company.

The term of this contract shall be effective on March 9, 2026, for a period of one (1) year with an option to renew the contract for up to four (4) additional one-year terms.

A purchase order and /or notice to proceed will follow. Do not proceed with delivery of services or materials prior to receiving a purchase order number from Brazoria Country.

A Certificate of Interested Parties, Form 1295 is required. Vendors are to log onto the Texas Ethics Commission's website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out Form 1295. Once the form is completed online, the system will issue a certificate number. Please print, sign the form, and email it to Amanda Erickson at aerickson@brazoriacountytx.gov.

In addition, per Texas Local Government Code 176, completion of the Conflict of Interest Questionnaire, Form CIQ, is required if applicable. You may access the form and further information on our website at http://brazoriacountytx.gov/departments/purchasing under the Doing Business section, Conflict of Interest Reporting.

Per Texas Local Government Code Chapters 808, 809, and 2274, completion of the Boycott Verification Form is required, if applicable. You may access the form and further information on our website at http://brazoriacountytx.gov/departments/purchasing under the Doing Business section.

Please email the CIQ and Boycott Verification Form to Amanda Erickson at aerickson@brazoriacountytx.gov.

As a reminder, a copy of a current certificate of insurance shall be due to Brazoria County within ten (10) calendar days after receipt of notification of award. The contract shall not become effective until the certificate of insurance is received. Failure to provide said certificate may result in cancellation and/or termination of the contract. Please have the certificate of insurance names Brazoria County as an additional insured and a waiver of subrogation applies in favor of Brazoria County.

Thank you for your interest in Brazoria County. If you have any questions, please do not hesitate to contact me.

Very truly yours,

Natasha Stulberg, CPPB
Brazoria County Assistant Purchasing Director

BRAZORIA COUNTY
CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the 24th day of February 2026, by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Commissioners' Court, and Superior Waste Industries, LLC of League City, Texas.

WITNESSETH:

The Vendor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements herein for **ITB #26-23 Waste Management Services-Dumpsters** as stated in the Invitation to Bid Table of Contents hereto attached and made a part hereof, together with the bond (when required), vendor's response and negotiated pricing, shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

The order of precedence shall be:

- Brazoria County **ITB #26-23 Waste Management Services-Dumpsters**
- Vendor's submittal to the above listed ITB and the final accepted pricing

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Angleton, Texas this 4th day of March 2026.

By: _____
County Judge Signature

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

By: _____
Signature of Vendor

By: Darius Garcia President
Printed Name and Title

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:
2026-1426702

Date Filed:
02/27/2026

Date Acknowledged: 2/27/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Superior Waste Industries
Kemah, 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.
ITB# 26-23
Annual Dumpsters

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Emily Gaylor, and my date of birth is 01-24-1994.

My address is 6308 Rotherham St, League City, TX, 77573, USA.
(city) (state) (zip code) (country)

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

Executed in Galveston County, State of Texas, on the 27 day of February 20 26.
(month) (year)

Emily Gaylor
Signature of authorized agent of contracting business entity
(Declarant)

Boycott Verification

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.

I, Emily Gaylor (Person name), the undersigned representative of (Company or Business Name) Superior Waste Industries (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above,

(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

2127126
DATE

Emily Gaylor
SIGNATURE OF COMPANY REPRESENTATIVE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Superior Waste Industries, LLC.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____ 1/15/16

Signature of vendor doing business with the governmental entity — Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

BRAZORIA COUNTY

PURCHASING DEPARTMENT

SUSAN P. SERRANO, CPPO, CPPB

Purchasing Director

February 9, 2026

Superior Waste Industries, LLC
Attn: Marcus Jean
2600 South Shore Blvd. Ste. 300
League City, TX 77573
mjean@swiusa.net

Re: Intent to Award Notification for ITB# 26-23 Waste Management Services-Dumpsters

Dear Mr. Jean:

It is the intent of the Purchasing Department to recommend your company for an award regarding the above-listed project for the following at the February 24, 2026, session of Commissioners Court. If approved by Commissioner's Court, a formal award letter and contract sheet will be emailed to you.

- Dumpsters, Annual

Upon receipt of the formal award letter, your company will be required to submit the following documents:

- Signed Contract Sheet
- Form 1295 (if applicable)
- Boycott Verification
- Certificate of Insurance

A Certificate of Interested Parties, Form 1295 is required. Vendors are to log onto the Texas Ethics Commission's website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out Form 1295. Once the form is completed online, the system will issue a certificate number. Please print, sign the form, and email it to Amanda Erickson at aerickson@brazoriacountytx.gov.

In addition, per the Bid Bond requirements, the original Bid Bond is required to be mailed to the Purchasing Department within three (3) business days of receipt of the Intent to Award letter.

Per Texas Local Government Code Chapters 808, 809, and 2274, completion of the Boycott Verification Form is required, if applicable. You may access the form and further information on our website at http://brazoriacountytx.gov/departments/purchasing under the Doing Business section.

Please email the CIQ and Boycott Verification Form to Amanda Erickson at aerickson@brazoriacountytx.gov.

The required current certificate of insurance shall be due to Brazoria County upon receipt of the formal award letter. The certificate of insurance will need to name Brazoria County as an additional insured and include a waiver of subrogation favoring Brazoria County.

If you have any questions, please feel free to contact our office at 979-864-1825.

Very truly yours,

Natasha Stulberg, CPPB
Assistant Purchasing Director



www.superiorwasteindustries.com

Marcus Jean, Project Manager

mjean@swiusa.net

281-250-3418 cell

(832) 753 – 3106 office

Bid Proposal

ITB #26-23 WASTE MANAGEMENT-DUMPSTERS

To:

BRAZORIA COUNTY
PURCHASING DEPARTMENT
237 E. LOCUST STREET, SUITE 406
ANGLETON, TEXAS 77515
TEL: 979-864-1825 FAX: 979-864-1034

SUSAN SERRANO, CPPO, CPPB
PURCHASING DIRECTOR
BRAZORIA COUNTY COURTHOUSE CAMPUS ADMINISTRATION BUILDING
237 E. LOCUST STREET, SUITE 406
ANGLETON, TEXAS 77515

EXHIBIT A – REQUIRED DOCUMENTS

- RESPONDENT CERTIFICATION FORM
- BIDDER/RESPONDENT'S AFFIRMATION & SDNs/BLOCKED PERSONS AFFIRMATION
- WORKERS COMPENSATION REQUIREMENTS
- CERTIFICATION REGARDING LOBBYING FORM
- EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS *(if applicable)* (If vendor has any exceptions to the ITB terms and conditions or special requirements, they must be included with the ITB submittal in order to be considered)
- SIGNED ADDENDA *(if applicable)*
- NON-COLLUSION AFFIDAVIT
- CONFLICT OF INTEREST QUESTIONNAIRE – FORM CIQ
- EMERGENCY CONTACT INFORMATION
- TEXAS GOVERNMENT CODE 552, SUBCHAPTER J ACKNOWLEDGEMENT FORM
- PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM *(Vendor to sign form if applicable to telecommunications)*
- VENDOR DATA SHEET & W-9 FORM

BRAZORIA COUNTY
RESPONDENT CERTIFICATION FORM

*Note: In order to sign the documents electronically and insert an authorized signature into the PDF, you will need to use the **latest version of Adobe Reader**. Be aware that such a signature will have the full legal force of a handwritten signature under Texas law. Additionally, all documents with company name and authorized/contact person, and their title with the company, must be identical and match the W-9 with the company's legal name. Documents with different company names may be considered non-responsive.*

Superior Waste Industries, LLC.
LEGAL NAME OF CONTRACTING COMPANY

853996102
FEDERAL I.D. # (Company or Corporation)

DUN & BRADSTREET D-U-N-S NUMBER

SAM.GOV UEI NUMBER

832-753-3106
TELEPHONE NUMBER

FACSIMILE NUMBER

Marcus Jean
CONTACT PERSON

Business Partner
TITLE

P.O. Box 217
COMPLETE MAILING ADDRESS

Kemah, TX
CITY & STATE

77565
ZIP CODE

2600 South Shore Blvd. Ste. 300
COMPLETE STREET ADDRESS

League City, Texas
CITY & STATE

77573
ZIP CODE

mjean@swiusa.net
EMAIL ADDRESS

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Bid Table. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Brazoria County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

SIGNATURE

1/15/2026
DATE

"must be authorized to execute on behalf of company"

Darius Garcia
Typewritten or Printed Name

Vice President
Title

BRAZORIA COUNTY
BIDDER/RESPONDENT'S AFFIRMATION

This form must be completed, signed, and returned by Bidder/Respondent

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD NOTIFICATION MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Bidder/Respondent affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other bidder, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or Director to any other person engaged in this type of business prior to the official opening of this bid/offer.

2. Bidder/Respondent hereby assigns to purchaser any an all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

3. Pursuant to §262.0276 (a) of the Texas Local Government Code and subject to Brazoria County Court Order No. 36 of October 28, 2003, Bidder/Respondent, hereby affirms that Bidder/Respondent:

(Please check all that are applicable)

✓ Does not own taxable property in Brazoria County.

✓ Does not owe any ad valorem taxes to Brazoria County or is not otherwise indebted to Brazoria County.

****

BIDDER/RESPONDENT'S SDNs/BLOCKED PERSONS AFFIRMATION

Pursuant to §2155.077 of the Texas Government Code and subject to Brazoria County Court Order No19 of August 9, 2005, Bidder/Respondent, hereby affirms that Bidder/Respondent:

(Please check all that are applicable)

✓ Is not excluded from doing business at the federal level.

✓ Is not listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. Brazoria County may not make procurement transactions with SDNs/Blocked Persons.

****

If any additional information is required regarding these requirements, please contact The Brazoria County Purchasing Department PRIOR to execution.

****

Bidder/Respondent Company Name Superior Waste Industries, LLC.

Signature of Company Official Authorizing the Bid/Offer _____ Date 1/15/2026

Company Official (Printed Name) Darius Garcia

Official's Position Vice President

WORKERS' COMPENSATION REQUIREMENTS

BIDDER/RESPONDENT INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede all other Requirements where applicable.

Workers' Compensation Insurance Coverage

A. **Definitions**

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

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity with furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, base on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificated of coverage on file for the duration of the project and for one (1) year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew of should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (9.1) - (9.7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier of, or in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administration penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provision is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

If awarded a contract for ITB #26-23 by my signature below, I certify that I will provide workers' compensation insurance coverage for each employee employed on this project. I also certify that each of my subcontractors will also provide workers compensation for each employee employed on this project.

SIGNATURE

1/15/26
DATE

Darius Garcia
Typewritten or Printed Name

Vice President
Title

CERTIFICATION REGARDING LOBBYING

Certifications For Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this 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.

This certification is a material representation of fact upon which reliance was placed within this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transacti8on 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.



Signature/Authorized Certifying Official

Darius Garcia, Vice President
Typed Name and Title

Superior Waste Industries, LLC.
Applicant / Organization

1/16/26
Date Signed

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

Type of Federal Action: a. contract N/A b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application N/A b. initial award c. post-award	**Report Type:** a. initial filing N/A b. material change
Name and Address of Reporting Entity: N/A Prime N/A Subawardee Tier N/A, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: N/A **Congressional District, if known:**	
Federal Department/Agency: N/A	**7. Federal Program Name/Description:** N/A CFDA Number, *if applicable*: _____	
Federal Action Number, *if known:* N/A	**9. Award Amount,** *if known:* N/A $	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):* N/A	**b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):* N/A	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:**  **Print Name:** Darius Garcia **Title:** Vice President **Telephone No.:** 281-652-7603 **Date:** 11/8/21	
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**	

Note: If this form is not applicable to your company, please mark the form N/A and sign the highlighted signature field above.

VENDOR TO INSERT EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS HERE (IF APPLICABLE)

___✓___ **Company <u>does not</u> have exceptions** ***(If applicable, check here)***

Or

_____ **Company does have exceptions** (***If applicable, check here and list exceptions below for consideration. Brazoria County will review all exceptions listed and will formally communicate as to if any exceptions are accepted by the County. If exceptions are accepted by the County, they will be added in the form of an addendum.)***

SIGNED ADDENDA (IF APPLICABLE)

VENDOR TO INSERT SIGNED ADDENDA HERE

BRAZORIA COUNTY
ADDENDUM NUMBER 1

ITB #26-23 WASTE MANAGEMENT SERVICES-DUMPSTERS

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED ITB PACKAGE.

This Addendum modifies the ITB #26-23 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.

2. The following questions have been submitted for clarification:

   2.1 Brazoria County Clarification:
   Attachment A Bid Table is now posted in Bonfire. Please submit the spreadsheet with your response.

3. All other terms and conditions of the ITB are to remain unchanged.

Please refer any questions regarding this ITB to the Brazoria County Purchasing Department at (979) 864-1825 or bidclarifications@brazoriacountytx.gov.

Superior Waste Industries, LLC.
LEGAL NAME OF CONTRACTING COMPANY

832-753-3106
TELEPHONE NUMBER

FACSIMILE NUMBER

SIGNATURE

Darius Garcia, Vice President
NAME AND TITLE PRINTED

*Addendum approved by:

Susan P. Serrano, CPPO, CPPB
County Purchasing Director

01/12/2026
Date

BRAZORIA COUNTY
ADDENDUM NUMBER 2

ITB #26-23 WASTE MANAGEMENT SERVICES-DUMPSTERS

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED ITB PACKAGE.

This Addendum modifies the ITB #26-23 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.

2. The following questions have been submitted for clarification:

   2.1 Vendor Question: "Is this a bid for dumpster service as well as dumpster delivery"?

   Brazoria County Answer: The bid is for a vendor to place and service dumpsters at locations throughout the County as shown on Attachment A Bid Table.

   2.2 Vendor Question: "What size is needed on the dumpsters?

   Brazoria County Answer: All sizes needed are shown on Attachment A Bid Table.

   2.3 Vendor Question: "What size and how many roll-offs are you needing?"

   Brazoria County Answer: All sizes needed are shown on Attachment A Bid Table. The quantity will be determined when a department places an order.

3. All other terms and conditions of the ITB are to remain unchanged.

Please refer any questions regarding this ITB to the Brazoria County Purchasing Department at (979) 864-1825 or bidclarifications@brazoriacountytx.gov.

Superior Waste Industries
LEGAL NAME OF CONTRACTING COMPANY

932-753-3106
TELEPHONE NUMBER

FACSIMILE NUMBER

Emily Gaylor
SIGNATURE

Emily Gaylor, Accountant
NAME AND TITLE PRINTED

*Addendum approved by:

1/14/2026

Susan P. Serrano, CPPO, CPPB
County Purchasing Director

Date

BRAZORIA COUNTY
ADDENDUM NUMBER 3

ITB #26-23 WASTE MANAGEMENT SERVICES-DUMPSTERS

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED ITB PACKAGE.

This Addendum modifies the ITB #26-23 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.

2. The following questions have been submitted for clarification:

   2.1 Vendor Question: "For the front load dumpsters on the bid table noted as "as needed", are there specific locations associated with the County ID#?"

   Brazoria County Answer: No, the County location can be anywhere within Brazoria County.

   2.2 Vendor Question: "For the roll off dumpsters on the bid table noted as "as needed", are there specific locations associated with the County ID#?"

   Brazoria County Answer: No, the County location can be anywhere within Brazoria County.

3. All other terms and conditions of the ITB are to remain unchanged.

Please refer any questions regarding this ITB to the Brazoria County Purchasing Department at (979) 864-1825 or bidclarifications@brazoriacountytx.gov.

Superior Waste Industries
LEGAL NAME OF CONTRACTING COMPANY

832-753-3106
TELEPHONE NUMBER

FACSIMILE NUMBER

Emily Baylor
SIGNATURE

Emily Baylor, Accountant
NAME AND TITLE PRINTED

*Addendum approved by:

01/15/26

Susan P. Serrano, CPPO, CPPB
County Purchasing Director

Date

BRAZORIA COUNTY
ADDENDUM NUMBER 4

ITB #26-23 WASTE MANAGEMENT SERVICES-DUMPSTERS

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED ITB PACKAGE.

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.

2. The open due/date has been revised. The new Open/Due Date shall be:

Friday, January 30, 2026 at 11:00AM Local Time

3. All other terms and conditions of the ITB #26-23 are to remain unchanged.

Please refer any questions regarding this ITB to the Brazoria County Purchasing Department at (979) 864-1282 or bidclarifications@brazoriacountytx.gov.

Superior Waste Industries
LEGAL NAME OF CONTRACTING COMPANY

832-753-3106
TELEPHONE NUMBER

FACSIMILE NUMBER

Emily Gaylor
SIGNATURE

Emily Gaylor, Accountant
NAME AND TITLE PRINTED

*Addendum approved by:

Susan P. Serrano, CPPO, CPPB
County Purchasing Director

1/23/2026
Date

NON-COLLUSION AFFIDAVIT

THE STATE OF TEXAS

OWNER, BRAZORIA COUNTY

Before me, the undersigned authority, on this day personally appeared Darius Garcia who being by me duly sworn upon oath says: that he is duly qualified and authorized to make this affidavit for and on behalf of Superior Waste Industries, LLC. ("Contractor"), of and is fully cognizant of the fact herein set out: that Contractor has not, either directly or indirectly, entered into any agreement with OWNER in any collusion: or otherwise taken any action in restraint of free competitive bidding in connection with the contract for the above referenced project.

Darius Garcia President

Name Title

SWORN TO AND SUBSCRIBED BEFORE ME by the said Darius Garcia, this 15 day of January, 20 26, to certify which witness my hand and seal of office.

Emily Gaylor

NOTARY PUBLIC in and for

State of Texas

Printed Name: Emily Gaylor

My Commission Expires: 918129

EMILY KATHERINE GAYLOR
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 09/08/29
NOTARY ID 135526166

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Superior Waste Industries, LLC.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity — Date: 1/15/16

Form provided by Texas Ethics Commission — www.ethics.state.tx.us — Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EMERGENCY CONTACT INFORMATION

During a natural disaster, homeland security event, or other emergency, there may be a need for Brazoria County to access your business for products or services after normal business hours and/or holidays. The County may request County employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are needed. It is critical the emergency contact information remains current. If awarded a contract, any changes to your information must be emailed to aerickson@brazoriacountytx.gov.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. If there is a fee (pricing) for an after-hours/holiday emergency opening of the business, please include in Bid Table.

Please provide the information below and include with your bid submittal

Business Name: Superior Waste Industries, LLC.

Contract #: TB #26-23

Description: Waste Management Services - Dumpsters

Primary Contact (Name): Marcus Jean

Primary Contact Phone Numbers: Home: 281-250-3418 Cell: 281-250-3418

Primary Contact Email: mjean@swiusa.net

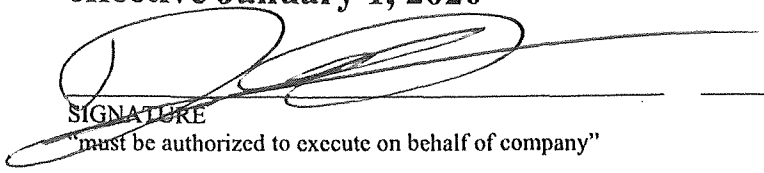
Secondary Contact (Name): Darius Garcia

Secondary Contact Phone Numbers: Home: 281-652-7603 Cell: 281-652-7603

Secondary Contact Email: dgarcia@swiusa.net

TEXAS GOVERNMENT CODE 552, SUBCHAPTER J ACKNOWLEDGEMENT FORM

Respondent acknowledges having read and understood the following law, effective January 1, 2020



SIGNATURE "must be authorized to execute on behalf of company"

1/15/26
DATE

Darius Garcia
Typewritten or Printed Name

Vice President
Title

SUBCHAPTER J. ADDITIONAL PROVISIONS RELATED TO CONTRACTING INFORMATION

Sec. 552.371. CERTAIN ENTITIES REQUIRED TO PROVIDE CONTRACTING INFORMATION TO GOVERNMENTAL BODY IN CONNECTION WITH REQUEST. (a) This section applies to an entity that is not a governmental body that executes a contract with a governmental body that:

(1) has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by the governmental body; or

(2) results in the expenditure of at least $1 million in public funds for the purchase of goods or services by the governmental body in a fiscal year of the governmental body.

(b) This section applies to a written request for public information received by a governmental body that is a party to a contract described by Subsection (a) for contracting information related to the contract that is in the custody or possession of the entity and not maintained by the governmental body.

(c) A governmental body that receives a written request for information described by Subsection (b) shall request that the entity provide the information to the governmental body. The governmental body must send the request in writing to the entity not later than the third business day after the date the governmental body receives the written request described by Subsection (b).

(d) Notwithstanding Section 552.301:

(1) a request for an attorney general's decision under Section 552.301(b) to determine whether contracting information subject to a written request described by Subsection (b) falls within an exception to disclosure under this chapter is considered timely if made not later than the 13th business day after the date the governmental body receives the written request described by Subsection (b);

(2) the statement and copy described by Section 552.301(d) is considered timely if provided to the requestor not later than the 13th business day after the date the governmental body receives the written request described by Subsection (b);

(3) a submission described by Section 552.301(e) is considered timely if submitted to the attorney general not later than the 18th business day after the date the governmental body receives the written request described by Subsection (b); and

(4) a copy described by Section 552.301(e-1) is considered timely if sent to the requestor not later than the 18th business day after the date the governmental body receives the written request described by Subsection (b).

(e) Section 552.302 does not apply to information described by Subsection (b) if the governmental body:

(1) complies with the requirements of Subsection (c) in a good faith effort to obtain the information from the contracting entity;

(2) is unable to meet a deadline described by Subsection (d) because the contracting entity failed to provide the information to the governmental body not later than the 13th business day after the date the governmental body received the written request for the information; and

(3) if applicable and notwithstanding the deadlines prescribed by Sections 552.301(b), (d), (e), and (e-1), complies with the requirements of those subsections not later than the eighth business day after the date the governmental body receives the information from the contracting entity.

(f) Nothing in this section affects the deadlines or duties of a governmental body under Section 552.301 regarding information the governmental body maintains, including contracting information.

Sec. 552.372. BIDS AND CONTRACTS. (a) A contract described by Section 552.371 must require a contracting entity to:

(1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract;

(2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and

(3) on completion of the contract, either:

(A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or

(B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

(b) Unless Section 552.374(c) applies, a bid for a contract described by Section 552.371 and the contract must include the following statement: "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this (include "bid" or "contract" as applicable) and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

(c) A governmental body may not accept a bid for a contract described by Section 552.371 or award the contract to an entity that the governmental body has determined has knowingly or intentionally failed to comply with this subchapter in a previous bid or contract described by that section unless the governmental body determines and documents that the entity has taken adequate steps to ensure future compliance with the requirements of this subchapter.

Sec. 552.373. NONCOMPLIANCE WITH PROVISION OF SUBCHAPTER. A governmental body that is the party to a contract described by Section 552.371 shall provide notice to the entity that is a party to the contract if the entity fails to comply with a requirement of this subchapter applicable to the entity. The notice must:

(1) be in writing;

(2) state the requirement of this subchapter that the entity has violated; and

(3) unless Section 552.374(c) applies, advise the entity that the governmental body may terminate the contract without further obligation to the entity if the entity does not cure the violation on or before the 10th business day after the date the governmental body provides the notice.

Sec. 552.374. TERMINATION OF CONTRACT FOR NONCOMPLIANCE. (a) Subject to Subsection (c), a governmental body may terminate a contract described by Section 552.371 if:

(1) the governmental body provides notice under Section 552.373 to the entity that is party to the contract;

(2) the contracting entity does not cure the violation in the period prescribed by Section 552.373;

(3) the governmental body determines that the contracting entity has intentionally or knowingly failed to comply with a requirement of this subchapter; and

(4) the governmental body determines that the entity has not taken adequate steps to ensure future compliance with the requirements of this subchapter.

(b) For the purpose of Subsection (a), an entity has taken adequate steps to ensure future compliance with this subchapter if:

(1) the entity produces contracting information requested by the governmental body that is in the custody or possession of the entity not later than the 10th business day after the date the governmental body makes the request; and

(2) the entity establishes a records management program to enable the entity to comply with this subchapter.

(c) A governmental body may not terminate a contract under this section if the contract is related to the purchase or underwriting of a public security, the contract is or may be used as collateral on a loan, or the contract's proceeds are used to pay debt service of a public security or loan.

Sec. 552.375. OTHER CONTRACT PROVISIONS. Nothing in this subchapter prevents a governmental body from including and enforcing more stringent requirements in a contract to increase accountability or transparency.

Sec. 552.376. CAUSE OF ACTION NOT CREATED. This subchapter does not create a cause of action to contest a bid for or the award of a contract with a governmental body.

Added by Acts 2019, 86th Leg., R.S., Ch. 1216 (S.B. 943), Sec. 9, eff. January 1, 2020.

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM

(Vendor to sign form if applicable to telecommunications)

The undersigned vendor hereby represents and warrants that the equipment, systems, and/or services which it will provide to Brazoria County do not use covered telecommunications equipment or services (as defined in Section 889 John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)) as a substantial or essential component of any system, or as critical technology of any system.

Additionally the undersigned vendor hereby represents and warrants that the equipment, systems, and/or services it will provide are not prohibited from being procured using grant funds under section 889 of the FY 2019 NDAA.

Further, per 2 CFR 200.216 (b) & (c)

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment;
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Superior Waste Industries, LLC.
COMPANY NAME

SIGNATURE OF COMPANY REPRESENTATIVE

Darius Garcia
PRINTED NAME

Vice President
TITLE

1/15/26
DATE

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Superior Waste Industries, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

PO Box 217

6 City, state, and ZIP code

Kemah, Texas 77565

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	5	–	3	9	9	6	1	0	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | Signature of U.S. person | Date 7/29/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Sylvester Turner,
Mayor

CITY OF HOUSTON

Office of Business Opportunity

Superior Waste Industries, LLC

is duly certified as a

Minority Business Enterprise (MBE)

Certified Categories:

Certification Number: 22-12-15646

NAICS 532490: OTHER COMMERCIAL AND INDUSTRIAL MACHINERY AND EQUIPMENT RENTAL AND LEASING
NAICS 562111: SOLID WASTE COLLECTION

Director of Office of Business Opportunity

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate form the MWDBE program or the firm's certification is no longer active. In addition, this certificate is valid only in conjunction with the firm's active listing in the City of Houston's Directory of certified MBE, WBE, SBE, PDBE, ACDBE and DBE firms via the following weblink: https://houston.mwdbe.com/?TN=houston.

DESCRIPTION DUMPSTERS	County ID	Qty	Day of Service	County ID	Price per EA per Month	Ext Price
Brazoria County Airport 8 yard, Year Round, 2 x Week, 815 Airport Way, CR 220	2440	2	Monday & Thursday	2440	$260.00	$520.00
Brazoria County Juvenile Justice 6 yard, Year Round, 2 x week 20875 CR 171, Angleton *Located by County Health Clinic	2445	1	Monday & Thursday	2445	$240.00	$240.00
Brazoria County Juvenile Justice 8 yard, Year Round, 2 x week 20875 CR 171, Angleton *Located by main building	TBD	1	Monday & Thursday	TBD	$260.00	$260.00
Brazoria County Mosquito Control 6 Yard, Year Round, 1 x Week CR 213 & 428, Angleton	2446	1	Monday	2446	$120.00	$120.00
Angleton Service Center (Pct 2) - 6 Yard, Year Round, 2 x Week 21017 CR 171, Angleton	2448	1	Monday & Thursday	2448	$240.00	$240.00
Brazos River County Park 6 Yard, 5/1-9/30, 1 x Week Parks Dept,3053 Cty Park Rd, Angleton	2450	1	Wednesday (PEAK SEASON)	2450	$120.00	$120.00
Brazos River County Park 4 Yard, 10/1-4/30, 1 x Week Parks Dept, 3053 Cty Park Rd, Angleton	2451	1	Wednesday (OFF SEASON)	2451	$110.00	$110.00
Hanson Riverside County Park 6 Yard, 5/1-9/30, 1 x Week Parks Dept,18499 Hwy 35, West Columbia	2453	1	Monday (PEAK SEASON)	2453	$120.00	$120.00
Hanson Riverside County Park 4 Yard, 10/1-4/30, 1 x Week Parks Dept,18499 Hwy 35, West Columbia	2454	1	Monday (OFF SEASON)	2454	$110.00	$110.00
Hanson Riverside County Park 4 Yard, 1 x Week, Year Round Parks Dept,17367 TX 35 Business, West Columbia	TBD	1	Monday	TBD	$110.00	$11
Quintana Beach County Park 8 Yard, Year Round, 2 x Week Parks Dept,330 5th St, Quintana	2455	1	Monday & Friday (PEAK SEASON)	2455	$260.00	$260.00
Quintana Beach County Park 6 Yard, 3/1-9/30, 2 x Week Parks Dept,330 5th St, Quintana	2456	1	Monday & Friday (PEAK SEASON)	2456	$240.00	$240.00
Quintana Beach County Park 6 Yard, Year Round, 2 x Week Parks Dept,330 5th St, Quintana	6740	1	Monday & Friday (OFF SEASON)	6740	$240.00	$240.00
Resoft County Park 8 Yard, Year Round, 2 x Week Parks Dept, Hwy 35 & CR 281, Alvin	2457	1	Monday & Thursday	2457	$260.00	$260.00
San Luis County Park 8 Yard, Year Round, 2 x Week Parks Dept,14001 CR 257, Freeport	2459	1	Monday & Friday	2459	$260.00	$260.00
San Luis County Park 6 Yard, 3/1-10/30, 2 x Week Parks Dept, 14001 CR 257, Freeport	2460	1	Monday & Friday (PEAK SEASON)	2460	$240.00	$240.00

San Luis County Park 6 Yard, Year Round, 2 x Week Parks Dept, 14001 CR 257, Freeport	6741	1	Monday & Friday	6741	$240.00	$240.00
Surfside Jetty County Park 8 Yard, Year Round, 2 x Week Parks Dept, 101 Parkview, Surfside	2461	1	Monday & Friday	2461	$260.00	$260.00
Camp Mohawk 8 Yard, Year Round, 2 x Week Parks Dept, 110 Mohawk Dr, Alvin	2463	1	Monday & Thursday	2463	$260.00	$260.00
Henry William Munson Park @ Stephen F. Austin Statue 3 Yard, Year Round, 1 x Week	9354	1	Thursday	9354	$100.00	$100.00
Freeport JP / AP Office 6 Yard, Year Round, 1 x Week Facilities Management	2452	1	Friday	2452	$120.00	$120.00
West Columbia JP Office 3 Yard, Year Round, 1 x Week Facilities Management 111 N. 10th St. West Columbia, TX	7772	1	Thursday	7772	$100.00	$100.00

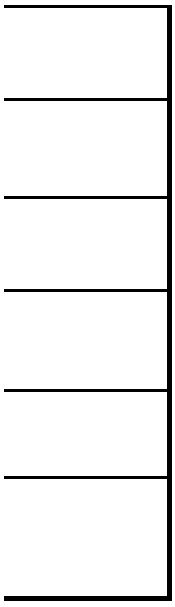
DESCRIPTION DUMPSTERS	County ID	Qty	Day of Service	County ID	Price per EA per Month	Ext Price
Truck Shed, West Columbia 6 Yard, Year Round, 1 x Week Facilities Management	7914	1	Thursday	7914	$120.00	$120.00
Facilities Management, 8 Yard, Year Round, 1 x Week 1340 E Kiber Street, Angleton	9312	1	Thursday	9312	$160.00	$160.00
Brazoria County Pct 4 Sub Office 6 Yard, Year Round, 1 x Week 3633 CR 58, Manvel, TX	9355	1	Thursday	9355	$120.00	$120.00
West Columbia Pct 4 Government Bldg 3 Yard, Year Round, 1 x week 121 N. 10th Street, West Columbia	9057	1	Thursday	9057	$100.00	$100.00
SH 288 Truck Weigh Station 2 Yard, Year Round, 1 x week 39679 SH 288	9519	1	Day of Service to be determined	9519	$100.00	$100.00
Angleton Service Center (Pct 2) -2 Yard, Year Round, 1 x Week ,21017 CR 171, Angleton	9642	1	Day of Service to be determined	9642	$100.00	$100.00
Sheriff's Office, 8 Yard, Year Round, 1xWeek, 3602 CR 45, Angleton	9672	2	Tuesday	9672	$160.00	$160.00
Parks HQ, 6 yard, Year Round 2x week, 41871 SH 288, Angleton	9817	2	Monday & Thursday	9817	$120.00	$120.00

DESCRIPTION	County ID	Qty	Rent per Day	Rent per Month	County ID	Delivery Fee	Haul Rate*	
DUMPSTER, FRONT LOAD AS NEEDED								
2 Yard, As Needed	2473	1		$0.00	2473			
2 Yard, As Needed	9341	1			9341	$100.00		
2 Yard, As Needed	9346	1			9346		$100.00	
3 Yard, As Needed	2479	1		$0.00	2479			
3 Yard, As Needed	9342	1			9342	$100.00		
3 Yard, As Needed	9347	1			9347		$100.00	
4 Yard, As Needed	2485	1		$0.00	2485			
4 Yard, As Needed	9343	1			9343	$100.00		
4 Yard, As Needed	9348	1			9348		$120.00	
6 Yard, As Needed	2491	1		$0.00	2491			
6 Yard, As Needed	9344	1			9344	$100.00		
6 Yard, As Needed	9349	1			9349		$140.00	
8 Yard, As Needed	2497	1		$0.00	2497			
8 Yard, As Needed	9345	1			9345	$100.00		

8 Yard, As Needed	9350	1			9350		$160.00	

ROLL-OFF DUMPSTERS AS NEEDED	County ID	Qty	Rent per Day		County ID	Delivery Fee	Haul Rate*	Hazard Waste (chem)
20 Yard, As Needed, Qty 1	7645	1	$10.00		7645			
20 Yard, As Needed,Delivery Fee	2515	1			2515	$150.00		
20 Yard, As Needed,Haul Rate	2516	1			2516		$485.00	
20 Yard, As Needed,Special Waste	2518	1			2518			$1,000.00
30 Yard, As Needed, Qty 1	7646	1	$10.00		7646			
30 Yard, As Needed, Delivery Fee	2521	1			2521	$150.00		
30 Yard, As Needed,Haul Rate	2522	1			2522		$525.00	
30 Yard, As Needed,Special Waste	2524	1			2524			$1,250.00
40 Yard, As Needed, Qty 1	7647	1	$10.00		7647			
40 Yard, As Needed,Delivery Fee	2527	1			2527	$150.00		
40 Yard, As Needed,Haul Rate	2528	1			2528		$600.00	
40 Yard, As Needed, Special Waste	2530	1			2530			$1,500.00
EMERGENCY DISASTER AS NEEDED			Rent per Day Roll-Off	Rent per Month Roll-Off		Port-A-Can Service 1 x Week	Port-A-Can Service 2 x Week	Haul Rate
40 Yard Roll-off, for emergency disaster, as needed (INCLUDES 5 PORT-A-CANS)*	Upon Request	1 Lot	$15.00	$0.00	Upon Request	$200.00	$400.00	$1,000.00
*40 Yard Roll-Off filled with Port-A-Cans, for emergency disaster, as needed	Upon Request	1 Lot	$15.00	$0.00	Upon Request	$200.00	$400.00	$1,000.00

per Month
0.00



per Month



Special Waste (cresote)
$800.00
$1,000.00
$1,500.00
Final Pull
$1,000.00
$1,000.00

BRAZORIA COUNTY
PURCHASING DEPARTMENT
237 E. LOCUST STREET, SUITE 406
ANGLETON, TEXAS 77515
TEL: 979-864-1825 FAX: 979-864-1034

BRAZORIA COUNTY
INVITATION TO BID COVER SHEET

The INVITATION TO BID (ITB) and accompanying documents are for your convenience in submitting a bid for the referenced products and/or services for BRAZORIA COUNTY.

"ITB #26-23 WASTE MANAGEMENT-DUMPSTERS"

Sealed Hard Copy or Electronic bids shall be received no later than:
THURSDAY, JANUARY 29, 2026 at 11:00 A.M. LOCAL TIME

***BID OPENING WILL BE AVAILABLE VIA ZOOM. MEETING LINK IS AVAILABLE ON THE PROJECT DETAILS PAGE IN BONFIRE UNDER "IMPORTANT EVENTS". BONFIRE LINK:**
https://brazoriacounty.bonfirehub.com/portal/?tab=login

IF SUBMITTING AN ELECTRONIC SEALED OFFER:

PREFERRED METHOD IS USING THE "BONFIRE" ELECTRONIC BIDDING PLATFORM.
USE LINK, https://brazoriacounty.bonfirehub.com/portal/?tab=login,
CLICK THE HELP BUTTON PROVIDED IN THE BONFIRE WEBSITE AS NEEDED.

IF SUBMITTING A HARD COPY SEALED OFFER:
THE PHYSICAL ADDRESS FOR COURIERS, HAND DELIVERIES AND THE US POSTAL SERVICE IS:

SUSAN SERRANO, CPPO, CPPB
PURCHASING DIRECTOR
BRAZORIA COUNTY COURTHOUSE CAMPUS ADMINISTRATION BUILDING
237 E. LOCUST STREET, SUITE 406
ANGLETON, TEXAS 77515

PLEASE USE THE RETURN LABEL PROVIDED WITH THIS SOLICITATION:

***Please note: US Postal Service mailing address*

The U.S. mail may not deliver to the physical address shown above. Respondents who prefer to use the U.S. mail may submit their offers using the U.S. Postal Service mailing address shown above.

However, packages delivered by the U.S. Postal Service to the Brazoria County mailing address are subject to delays that may cause a response to be rejected due to missing a solicitation receipt deadline.

Responses delivered to the mailing address are routed through the County mailroom and may not reach the required location in time for the bid / offer opening.

Respondents using the U.S. mail should take this possible delay into account when using the U.S. mail.

BRAZORIA COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any "No Offer" response, any requirement of this ITB which may have influenced your decision to "No Offer". If your response to this ITB is a "No Offer" response, please complete the Statement of No Offer in this ITB package and submit.

Any prospective respondent desiring any explanation or interpretation of the solicitation must make a written request online through Bonfire electronic platform or email the project facilitator as shown in Section "Questions Due Date (for Clarifications)", which must be received by the Purchasing Department at least five (5) business days prior to the scheduled time for the offer opening. Any information given to a prospective respondent concerning this solicitation will be furnished promptly to all other known prospective respondents as a written amendment/addendum to the solicitation. Brazoria County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

It is the Respondent's responsibility to verify the issuance of Addenda in regard to this Offer. All Addenda shall be submitted to all known respondents and shall be posted on the Bonfire electronic bidding platform at https://brazoriacounty.bonfirehub.com/portal/?tab=login. Brazoria County shall not be responsible for failed internet connections or power interruptions.

All required Offer documents shown on the Table of Contents, including any Addenda Receipt Forms which may have been issued, must be submitted in the Bonfire electronic bidding platform or a sealed envelope included in a hard copy submittal, marked with the bidder's company name, the Offer name, number and due date.



SUSAN SERRANO, CPPO, CPPB
Purchasing Director
Brazoria County Courthouse Campus Administration Building
237 E. Locust Street, Suite 406
Angleton, Texas 77515

Published Dates: TUESDAY, JANUARY 6, 2026
TUESDAY, JANUARY 13, 2026

BRAZORIA COUNTY
CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the _____ day of _____, 2026, by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Commissioners' Court, and _____ (hereinafter designated Vendor / Contractor).
(company name)

WITNESSETH:

The Vendor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements herein for ITB #26-23 WASTE MANAGEMENT-DUMPSTERS as stated in the Invitation to Bid Table of Contents hereto attached and made a part hereof, together with the bond (when required), vendor's response and awarded pricing structure, shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

The order of precedence shall be:

- ITB #26-23 WASTE MANAGEMENT-DUMPSTERS
- Vendor's Response to the above listed bid and awarded pricing.

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Angleton, Texas this _____day of _____2026.

By:_____
County Judge Signature

By:_____
Printed Name

By:_____
Signature of Vendor

By:_____
Printed Name and Title

SIGNATURE REQUIRED BY VENDOR UPON AWARD

INVITATION TO BID
TABLE OF CONTENTS

ITB #26-23 WASTE MANAGEMENT-DUMPSTERS

All documents included in ITB #26-23 represent components which comprise this bid/offer package and subsequent awarded executed contract. The documents shown in Exhibit A are required to be submitted in your bid/offer package. ***It is the respondent's responsibility to be thoroughly familiar with all requirements and specifications. Be sure you understand the requirements before you return your bid/offer packet.***

The "Exhibit A - Required Documents" below are required to be uploaded into the Bonfire electronic procurement portal system or included with your hard copy submittal in one (1) large sealed envelope or box with the Brazoria County Return Label affixed.

EXHIBIT A – REQUIRED DOCUMENTS

FAILURE TO RETURN THE FOLLOWING FORMS MAY DEEM YOUR BID AS NON-RESPONSIVE.

- RESPONDENT CERTIFICATION FORM
- BIDDER/RESPONDENT'S AFFIRMATION & SDNs/BLOCKED PERSONS AFFIRMATION
- WORKERS COMPENSATION REQUIREMENTS
- CERTIFICATION REGARDING LOBBYING FORM
- EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS *(if applicable)* (If vendor has any exceptions to the ITB terms and conditions or special requirements, they must be included with the ITB submittal in order to be considered)
- SIGNED ADDENDA *(if applicable)*
- NON-COLLUSION AFFIDAVIT
- CONFLICT OF INTEREST QUESTIONNAIRE – FORM CIQ *(if applicable)*
- EMERGENCY CONTACT INFORMATION
- TEXAS GOVERNMENT CODE 552, SUBCHAPTER J ACKNOWLEDGEMENT FORM
- PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM *(Vendor to sign form if applicable to telecommunications)*
- VENDOR DATA SHEET & W9 FORM

Attachments: The documents marked below are hereby attached and made a part of this package.

- EXHIBIT A – REQUIRED DOCUMENTS
- ATTACHMENT A – BID TABLE

BRAZORIA COUNTY
SPECIFICATIONS / SCOPE OF WORK

ITB #26-23 WASTE MANAGEMENT-DUMPSTERS

1.0 SPECIFICATIONS / SCOPE OF WORK

1.1 Brazoria County is requesting pricing for various size dumpsters for the County's waste management as indicated on the bid table spreadsheet in accordance with Texas Local Government Code 262.022, (5-a) which states, "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale. Brazoria County may award based on best value to the County.

1.2 Brazoria County reserves the right to add or delete like items and or locations to the contract as may be in the best interest of Brazoria County. Any such added items or locations shall be provided to Brazoria County at the same discount bid on other similar products.

1.3 Brazoria County may make partial or complete awards to vendors whichever is in the best interest of the County.

2.0 SUCCESSFUL BIDDER'S RESPONSIBILITY

The successful bidder shall conduct their services in a responsible manner taking care not to harm persons, damage County property or County equipment. The exceptions for which the successful bidder may not be liable for damage(s) are: concrete, asphalt, grass or other surfaces which may exist on the location agreed upon for the placement of the containers by the Department Head in charge of the location, provided proper pickup procedures are used. Successful bidder shall be responsible for collecting all garbage at the site and ensuring that the area is left in a clean and picked up condition.

3.0 SCHEDULES

Specific pickup schedules and container locations shall be coordinated with the heads of the various departments. Contractor shall respond to requests for changes in pickups and or containers within one (1) calendar day (24 hours).

4.0 DUMPSTERS

4.1 Servicing / emptying dumpsters shall be on a regular weekly schedule to coincide with the seasonal changes. Since dumpsters will be placed in public parks, they will be highly visible to park users; therefore, dumpsters shall be kept in a reasonably presentable condition and appearance. Successful Bidder must bill monthly within thirty (30) days of service with each department / location on separate itemized invoices.

4.2 Brazoria County may deduct from invoice the prorate amount for service for each day the unit is not serviced as required.

5.0 ROLL OFF DUMPSTERS

Vendor shall provide pricing for roll-off dumpsters to be used by the County on an as needed basis. These may be additional units needed on an annual, monthly or weekly basis.

6.0 EMERGENCY / DISASTER SERVICES AS NEEDED

6.1 Vendor shall quote the cost of a 40 yard Roll-off Dumpster filled with Port-a-cans to be used by Brazoria County, as well as any additional size roll-offs that may be needed, in the event of an emergency/disaster. Vendor shall provide pricing for the roll-off dumpster and port-a-cans.

6.2. Vendor agrees to have such dumpster and port-a-cans ready and available for use by Brazoria County in the event of an emergency / disaster within four (4) hours of request.

6.3. Further, vendor agrees that such arrangement shall be at no additional cost to the County and the County shall pay for such services when actual dumpster and port-a-cans are used by Brazoria County. In the event the roll-off and port-a-cans are not used by Brazoria County, Vendor shall pickup roll-off and port-a-cans at no charge to the County

BRAZORIA COUNTY
INSTRUCTIONS TO BIDDERS

ITB #26-23 WASTE MANAGEMENT-DUMPSTERS

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1.0 THE CONTRACT:

The Contract consists of all documents included in this Invitation to Bid Number 26-23, as well as addenda issued prior to execution of the Contract and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may only be amended or modified under the terms of this Contract. Brazoria County may make partial or complete awards to one or more vendors (if applicable) whichever is in the best interest of the County.

2.0 CONTRACT TERM

Award of Contract shall begin on March 9, 2026 and shall continue for twelve (12) months.

Further, Brazoria County reserves the right to renew the Contract every twelve (12) months for four (4) renewal periods.

Such renewal shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing.

3.0 PRE-BID MEETING

There is no pre-bid meeting or site visit scheduled for this contract.

4.0 BID REQUIREMENTS

The ITB includes instructions to respondents, specifications and contract documents. It is the responsibility of each Respondent before submitting a bid to examine the contract documents thoroughly.

ITB SUBMISSIONS MAY BE PROVIDED IN ONE OF TWO WAYS, AS EXPLAINED BELOW:

<u>If submitting an ITB Electronic Document Submission (using the Bonfire electronic platform)</u>

Respondent shall fill out and upload the "Exhibit A Required Forms" into the Bonfire electronic platform. An authorized representative of the company MUST sign all required forms. See "Exhibit A Required Forms" for instructions on signing electronically.

<u>If submitting an ITB Hard Copy Document Submission</u>

One (1) original hard copy shall be submitted, which will consist of "Exhibit A Required Forms".

The hard copy submission shall be sealed in an envelope or box for delivery to the Brazoria County Purchasing Director per instructions herein. All documents included in the response and the outside of the envelope and/or box must be labeled with the vendor name and the ITB number.

5.0 ADDITIONAL INFORMATION

5.1 <u>Purchase Orders</u>:

5.1.1 Brazoria County will schedule the number of dumpsters as specified on the Bid Table or as needed
5.1.2 There shall be no minimum order requirements or days of service of any kind.
5.1.3 Awarded vendor shall process all orders, received by Brazoria County, within twenty-four (24) hours of receipt.

If order cannot be processed within such time-frame, vendor must notify the purchaser and/or Purchasing Department upon receipt of purchase order. If an emergency situation is involved such as a hurricane, Brazoria County may require a faster turnaround time.

5.1.4 Brazoria County Purchasing Department may issue Purchase or Release Orders for each location. The Purchase or Release Order will contain the bill to information for that department.

5.1.5 The awarded vendor must receive a proper Purchase or Release Order Number from Brazoria County.

5.2 Invoices

5.2.1 Invoices shall be mailed to the address on the Purchase or Release Order.

5.2.2 All invoices must reference the appropriate Purchase or Release Order number.

5.2.3 Invoices shall include additional detailed information such as an itemized listing of the dumpsters ordered.

5.3 Pricing:

5.3.1 All prices shall be firm and shall not be subject to escalation for the term of this contract except as specifically stated herein.

5.3.2 Brazoria County shall be eligible for any additional discounts, specials and/or promotions offered by the vendor during the term of the contract should those discounts, specials and/or promotions offer a lower cost to the County.

5.3.3 Brazoria County reserves the right to negotiate discounts with the awarded vendor for new items offered and for discount modifications to reflect changes in high volume purchases.

5.4 Deliveries:

5.4.1 Bidder must provide, without charge, **DELIVERY**, to County locations throughout Brazoria County. All items shall be delivered F.O.B. Destination, Full Freight Allowed.

5.4.2 Delivery locations addresses are provided on Attachment A Bid Table.

5.4.3 Delivery location shall be provided on Brazoria County purchase or release orders.

5.4.4 In the event of immediate need, Brazoria County will request vendor to provide dumpster(s) same day.

6.0 QUANTITIES

Brazoria County makes no guarantee of actual contract expenditure.

7.0 START TIME

After Notice of Award, the Vendor awarded may be given a maximum of fifteen (15) days to become acclimated with County facilities and procedures prior to startup of services and delivery to the County.

8.0 INSURANCE

Contractor shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof for the duration of the project. Certificates shall indicate name of Contractor, name of insurance company, policy number, term of coverage and limits of coverage.

Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Contractor shall require that any and all subcontractors that are not protected under the Contractor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Contractor and provide written proof of such insurance to Contractor. Proof of renewed/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Contractor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

In the event that the insurance is renewed during the duration of the contract, Contractor shall furnish certificate of insurance to the County evidencing renewal of policy within 30 days of renewal.
Contractor shall provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the County Purchasing Agent to Bidder that the contract is being activated as written proof of such insurance and further provided that Bidder shall not commence work under this contract until it has obtained all insurance required herein and provided written proof as required herein.

WAIVER OF SUBROGATION:

All policies of insurance shall waive all rights of subrogation against Brazoria County, its officers, employees and agents.

ADDITIONALLY INSURED:

Further, on vendor's certificate of insurance supplied to Brazoria County, Brazoria County shall be listed as additionally insured with the exception of workers compensation insurance. The certificate holder shall be as follows:

Brazoria County
237 E. Locust Street, Suite 401
Angleton, TX 77515

9.0 DISCLOSURE OF CERTAIN RELATIONSHIP

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

Questionnaire Form CIQ is included in this bid/offer.

By submitting a response to this request, the vendor or person represents compliance with the requirements of Texas Local Government Code chapter 176. If required, completed forms should be sent with your bid submittal, as well as to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

10.0 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 awarded vendor at time of signed contract submittal.

Form 1295 and definitions are included in this bid/offer for your information

All responding vendors may access a video from the Texas Ethics Commission 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.

11.0 QUESTIONS DUE DATE (FOR CLARIFICATIONS)

Any prospective respondent desiring any explanation or interpretation of the proposal must make a written request which must be received by the Purchasing Department on or before Wednesday, January 21, 2026. The request must be emailed to bidclarifications@brazoriacountytx.gov. Emails must include the project name and number in the subject field.

All responses to questions or clarification requests will be answered in the form of an addendum after the question deadline and no later than 5 business days prior to the opening/closing date of the solicitation.

12.0 DISADVANTAGE BUSINESSES

Disadvantaged businesses, particularly the State of Texas Comptroller's Office VetHUB Program, are encouraged to participate in the bid/RFP processes. Although Brazoria County does not certify HUB vendors, Brazoria County recognizes the certifications of other governmental entities. If you are certified by a government entity, please upload the certificate with your response electronically in the Bonfire electronic platform or include a hard copy of your certificate in your submittal.

Per Code of Federal Regulations, Title 2, § 200.321, "Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms", if awarded vendor is a prime contractor and subcontractors are to be let by prime contractor, the following affirmative steps are required of the prime contractor:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Brazoria County must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

13.0 SYSTEM FOR AWARD MANAGEMENT (SAM)

The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds.

Prior to award, Brazoria County will check www.sam.gov, the System for Award Management (SAM), to ensure that the proposed vendor has not been debarred. Vendor shall provide their Unique Entity ID number to Brazoria County in order to check www.sam.gov for debarment.

If you do not have a Unique Entity ID number, you can request a number for free by visiting https://sam.gov/content/entity-registration. For additional information about the change from DUNS to Unique Entity ID visit https://www.gsa.gov/about-us/organization/federal-acquisition-service/office-of-systems-management/integrated-award-environment-iae/iae-systems-information-kit/unique-entity-id-is-here.

Brazoria County is unable to conduct business with vendors who have been debarred.

If the procurement is using federal funds, the awarded vendor is required to hold an active status on the SAM.gov website, applicable, https://sam.gov/content/home, and with the Texas Comptroller Taxable Entity website https://mycpa.cpa.state.tx.us/coa/ .

If the procurement is using County funds, and your company is not registered on the SAM.gov website, the County is asking that your company obtain a registration. If your company has a current Unique Entity Identifier number on the SAM.gov website, the County is requesting that your company obtain a registration.

14.0 INCLEMENT WEATHER FOR HARD COPY SUBMITTALS:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal submission deadline, the bid closing will automatically be postponed until the next business day the County is open and at the time shown on the Cover Sheet.

If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgment call to extend any deadline.

15.0 AWARD LETTER

After the award has been made in Commissioner's Court, an award letter will be sent to the vendor with information on how to submit any required documentation needed to finalize the award.

16.0 FEDERAL REQUIREMENTS

16.1 Remedies

"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.

16.2 Access to Records and Record Retention

"Retention of Records. The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the FEMA or applicable Federal Administrator, Brazoria County, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims."

Access to Records. The following access to records requirements apply to this contract:
1)The contractor agrees to provide Brazoria County, any State or Federal Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
1)The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
2)The contractor agrees to provide any State or Federal Agency, Brazoria County, the Comptroller General of the United States, or any of their authorized representatives or their authorized representatives access to construction or other work sites pertaining to the work being completed under this contract.

16.3 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.
(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.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."

16.4 Procurement of Recovered Materials (Solid Waste Disposal Act) (2 CFR 200.323):

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

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 for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www3.epa.gov/epawaste/conserve/tools/cpg/index.htm

The list of EPA-designate items is available at
https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

16.5 Domestic Preferences for Procurements (2 CFR 200.322)

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:
(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16.6 DHS Seal, Logo and Flags

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA or Federal Administrator preapproval."

16.7 Compliance with Federal Law, Regulations, and Executive Orders

"This is an acknowledgement that FEMA (or applicable Federal Administrator) financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA (or applicable Federal Administrator) , policies, procedures, and directives."

16.8 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."

16.9 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."

16.10 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.

16.11 Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to Brazoria County and understands and agrees that Brazoria County will, in turn, report each violation as required to assure notification to the applicable federal program Administrator, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by the applicable federal program Administrator.

16.12 Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to Brazoria County and understands and agrees that Brazoria County will, in turn, report each violation as required to assure notification to Brazoria County and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by the applicable federal program Administrator.”

16.13 Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer of employee of Congress, or an employee of a member of Congress in connection with obtaining and Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

16.14 Energy Efficiency

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201)

16.15 Contract Work Hours and Safety Standards Act

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(1) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The State, Federal agency, loan or grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

16.16 Rights to Inventions Made Under a Contract or Agreement

Application:
a. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

b. State or Federal award meets the definition of "funding agreement" under 37 C.F.R.
§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by 7
FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

BRAZORIA COUNTY
BID TABLE SUBMITTAL INSTRUCTIONS

ITB #26-23 WASTE MANAGEMENT-DUMPSTERS

Please follow the instructions found in Item 1.0 if you are submitting your bid electronically using Bonfire electronic bidding platform

1.0 ONLINE OFFER SUBMISSION *(PREFERRED METHOD OF SUBMISSION)*

RESPONDENT'S ARE TO DOWNLOAD AND FILL OUT THE ONLINE BID TABLE FROM BONFIRE AND THEN UPLOAD THE COMPLETED TABLE INTO BONFIRE TO BE INCLUDED WITH THEIR ONLINE BID SUBMISSION.

Please follow the instructions found in Item 2.0 if you are submitting a sealed hard copy bid

2.0 HARD COPY BID SUBMISSION

RESPONDENT'S ARE TO INCLUDE WITH THEIR SEALED HARD COPY BID, A PRINTED COPY OF ATTACHMENT A BID TABLE.

GENERAL: Brazoria County reserves the right to accept or reject any or all bids and waive all technicalities.

All delivered items should be priced – FOB Destination Full Freight Allowed. Brazoria County will not pay for any additional transportation and/or shipping charges.

BRAZORIA COUNTY
STATEMENT OF NO OFFER

ITB #26-23 WASTE MANAGEMENT-DUMPSTERS

If Respondent is not submitting on the goods and/or services as stated in this ITB, please download and complete this form.

Mail the form.to:
Brazoria County Courthouse, Purchasing Department, 237 E. Locust, Suite 406, Angleton, Texas 77515.

Or email to: aerickson@brazoriacountytx.gov

****

NAME OF FIRM: _____

ADDRESS: _____

_____

SIGNATURE: _____

TELEPHONE: _____ DATE: _____

****

The above has declined to submit a response for the following reason(s) [please check all that apply]:

_____ Specifications too "restrictive", i.e., goods offered by our company do not meet stated specifications.

_____ Specifications unclear (please explain below).

_____ We do not offer this commodity and/or service or an equivalent.

_____ Insufficient time to respond to the ITB.

_____ Our schedule would not permit us to perform.

_____ Cannot meet insurance requirements.

Remarks: _____

_____

_____

_____

BRAZORIA COUNTY
STANDARD TERMS AND CONDITIONS

1. **FUNDING**: Funds for payment have been provided through the Brazoria County budget approved by the Commissioners Court for the current fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Brazoria County fiscal year shall be subject to budget approval.

2. **DELIVERY**: Items ordered from this offer may require delivery to various locations throughout Brazoria County, as specified in this offer or at time of order. All delivery and freight charges (F.O.B. Brazoria County designated location) are to be included in the offer price except as noted herein.

3. **AWARD OF CONTRACT**: Brazoria County reserves the right to reject any or all offers, and to select any part or parts thereof without accepting the entire offer. All solicitations may be compared with contracts available to the County through other sources such as Interlocal Agreements and other appropriate sources. Brazoria County may purchase through the source that provides the best value to the County. The successful Respondent will be notified of award as promptly as a thorough analysis of offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply payment and performance bonds and certificate of insurance as may be required herein.

   3.1 Brazoria County hereby notifies Respondents that pursuant to Texas Local Government Code §262.0276 (effective September 1, 2003) Brazoria County is prohibited from entering into a contract or other transaction which requires approval by the Commissioners Court with an individual, sole proprietorship, corporation, non-profit corporation, partnership joint venture, limited corporation or other entity which is indebted to the County. Further, that this Contract may be terminated and payment withheld if awarded Respondent becomes indebted to the County during the term of the Contract.

4. **EQUAL EMPLOYMENT:** All contracts will be awarded by Brazoria County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.

5. **CONTRACT**: The Contract consists of the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, all well as all other documents included in the Invitation to Bid Number 26-23 as stated in the Invitation to Bid Package Checklist, and any drawings and other specifications, as well as addenda issued prior to execution of the Contract, other documents listed in the Contract, and modifications issued after execution of the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. No invoices will be paid prior to acceptance of Contract by Brazoria County. No different or additional terms will become a part of this Contract, except as agreed upon by all parties hereto.

6. **INTERLOCAL PARTICIPATION**: It is hereby made a precondition of any offer for a Contract for supplies or services and a part of these specifications, that the submission of any offer in response to this request constitutes a offer made under the same conditions, for the same price, and for the same effective period as this offer, to any other governmental entity having an interlocal agreement with Brazoria County.

   6.1 It is further understood, that any other governmental entity that elects to use a Brazoria County semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

7. **DEFAULT OF RESPONDENT**: If successful respondent defaults by failing to supply payment and performance bonds and/or certificate of insurance within the ten (10) day period allotted, award shall pass to the next respondent who provides the best value to Brazoria County upon the approval of Commissioners' Court.

   7.1 Respondent, in submitting this offer, agrees that Brazoria County shall not be liable for damages in the event that the County declares the respondent in default.

8. **ADDENDA**: Any interpretations, corrections or changes to these Contract documents and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Brazoria County Purchasing Director. Addenda will be mailed to all that are known to have received a copy of the offer package and/or Contract. Respondents shall acknowledge receipt of all addenda.

9. **SALES TAX**: Brazoria County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

10. **ETHICAL CONDUCT**: The respondent shall not offer or accept gifts or anything of value, nor enter into any business arrangement with any employee, official, or Director of Brazoria County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

    10.1 The Respondent affirms that the only person or parties interested in this offer as principals are those named herein, and that this offer is made without collusion with any other person, firm, or corporation.

11. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS**: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

    1) Have adequate financial resources, or the ability to obtain such resources as required;
    2) Be able to comply with the required or proposed delivery schedule;
    3) Have a satisfactory record of performance;
    4) Have a satisfactory record of integrity and ethics;
    5) Be otherwise qualified and eligible to receive an award.

    11.1 Brazoria County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

12. **REFERENCES**: During an analysis of all offers, Brazoria County may request Respondent to supply a list of three (3) references to which like services or materials have been supplied by Respondent. If requested, references should include name of firm, address, telephone number and name of representative.

13. **INSURANCE**: Prior to acceptance of contract by Brazoria County, the successful Respondent must furnish a Certificate of Insurance from an approved insurance carrier for the coverage indicated.

14. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

15. **INDEMNIFICATION**: The successful Respondent (herein after referred to as Contractor), shall defend, indemnify, and save harmless Brazoria County and all its officers, Directors, officials, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages of any negligent act or fault of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Contractor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising recovered under the Worker's Compensation Act, or any other law, ordinance, order, or decree; or of any Director, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.

    15.1 Further, Contractor indemnifies and will indemnify and save harmless Brazoria County from liability, claim or demand on their part, their Directors, servants, customers, employees, subcontractors, or any employees or agents of subcontractors, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Contractor shall pay any judgment with costs which may be obtained against Brazoria County growing out of such injury or damages.

    15.2 Money due the Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be retained for the use of the County, or in case no money is due, his surety may be held until such suit or suits action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the County, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

16. **THIRD PARTY BENEFICIARY CLAUSE**: It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

17. **PURCHASE ORDERS REQUIRED**: All orders for materials or work must be authenticated by a purchase order issued by the Brazoria County Purchasing Department. Invoices not bearing a purchase order number will not be paid.

18. **TESTING**: All materials being used in fulfillment of this Contract are subject to inspection or test at any time during their preparation, delivery, or use. At the option of the County Purchasing Director, they may be sampled and tested in order to determine compliance with the governing specifications. Materials not conforming to the requirements of these specifications shall not be used in fulfillment of this Contract with Brazoria County. The County reserves the right to immediately terminate any Contract found not to be in compliance with governing specifications as a result of testing by the County.

19. **WAGES**: Contractor shall pay or cause to be paid, without cost or expense to Brazoria County, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.

20. **TERMINATION OF CONTRACT**:
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.

21. **DELIVERY OF NOTICES**: Any notice provided by this Contract (or required by law) to be given to the Contractor by Brazoria County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Angleton, Texas, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

22. **DELIVERY TICKETS:** Delivery tickets shall accompany each order shipped, and shall show Contractor's name and address, delivery location, Brazoria County purchase order number and descriptive information as to item and quantity delivered.

23. **HAZARDOUS SUBSTANCES:** State law requires that shipments of hazardous substances shall include MATERIAL SAFETY DATA SHEETS (MSDS). MSDS must be supplied with the first order shipped under any contract, and at any time MSDS is revised.

24. **PAYMENT:** Payment shall be made upon receipt and/or acceptance in accordance with the terms of this Contract by the County of items(s) ordered, and receipt of a valid invoice in accordance with Texas Government Code chapter 2251. Contractor is required to pay subcontractors within ten (10) days.

25. **CONTRACTOR'S LIABILITY**: The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, including the Contractor's agents, employees, subcontractors, and any employees or agents of subcontractors, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

    25.1 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, including the Contractor's agents, employees, subcontractors, and any employees or agents of subcontractors, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

26. **DEFECTIVE MATERIALS**: Unless otherwise stated herein, items supplied under this Contract shall be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the Contractor at the next service day at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.

27. **WARRANTY**: Contractor shall warrant that all items and services shall conform to the proposed specifications, all warranties as stated in the Uniform Commercial Code, and be free from all defects in material, workmanship and title. Contractor and the County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

Further, Contractor shall provide additional warranty requirements as defined in the Scope of Work attached. Respondents must provide all warranty terms and conditions in response package.

28. **ASSIGNMENT**: Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Brazoria County.

29. **GOVERNING LAW:** Contractor is advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazoria County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. All disputes arising out of this agreement will be resolved in Brazoria County, Texas.

    All documents are subject to the Public Information Act requirements.

30. **DRAWINGS**: All drawings, plans, and specifications are hereby attached and made a part of this Contract.

31. **RIGHT TO AUDIT:** At any time during the term of this Contract and for a period of four (4) years thereafter, the State of Texas, Brazoria County, and/or other federal, State and local agencies which may have jurisdiction over this contract and/or purchase order, at reasonable times and at its expense reserve the right to audit successful bidder's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful respondent's expense within two (2) weeks of written request.

32. **BID BOND:** If required by the County, all respondents must submit with bid, a Bid Bond for at least five percent (5%) of the total bid price, if the bid exceeds $100,000 in Contract price or if the Contract includes construction of public work. Such Bid Bond issued by a surety, acceptable to Brazoria County, authorized to do business in the State of Texas, is a guaranty that the respondent will enter into a contract with Brazoria County (as outlined in the Instructions/Specifications/Statement of Work and attachments) and that offer will furnish the requisite performance and payment bonds as may be required.

33. **PERFORMANCE AND PAYMENT BONDS:** (Public Works Contract or as Required by Commissioner's Court) In the event the total accepted bid price exceeds $25,000 the successful respondent must provide to the office of the County Purchasing Director, a payment bond, and if the price exceeds $100,000 the successful respondent must also provide a performance bond, each in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award.
    Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the respondent. In the event Brazoria County rejects the proposed surety company, the respondent will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County.

34. **APPLICABLE LAW:** All applicable laws and regulations of the State of Texas and ordinances and regulations of Brazoria County shall apply.

35. **COMPLIANCE WITH APPLICABLE LAWS:** Respondent shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services contracted to be provided by respondent hereunder or which in any manner affect this Contract.

36. **FORCE MAJEURE:** Neither the County nor the successful respondent shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party so affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

37. **SEVERABILITY:** If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.

38. **QUANTITIES:** Brazoria County requests purchase prices for the items identified in this offer, and in accordance with the specifications provided herein. The quantities provided are given as a guideline only for the purpose of offer preparation. These quantities shall not be construed as the total number of purchases for the Contract. This estimated figure may increase and/or decrease throughout the year. No guarantee is expressed or implied as to the total quantity of items to be purchased under this Contract.

    38.1 Brazoria County reserves the right to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the contract in the form of an addendum. Additional items shall be priced in accordance with this contract with appropriate discounts being applied.

39. **PURCHASE FROM OTHER SOURCES:** Brazoria County reserves the right to purchase goods and/or services specified herein, or of equal or like kind, through contracts established by other governmental agencies or thorough separate procurement actions due to the unique or special needs of Brazoria County. Further, the County reserves the right to obtain such goods and/or services from others without penalty or prejudice to the County or the respondent and such action shall not invalidate in whole or in part this Contract or any rights or remedies Brazoria County may have hereunder.

40. **AGREEMENT TO NOT BOYCOTT ISRAEL:** By agreeing to this Purchase Order [or if no formal agreement, by providing the good(s) / services(s)] the vendor verifies it does not boycott Israel and will not boycott Israel, as defined by Chapter 808 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].

41. **TEXAS GOVERNMENT CODE 552, SUBCHAPTER J**: Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

42. **PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION (2 CFR 200.216):** By agreeing to this purchase order (or if no formal agreement, by providing goods/services) the vendor represents and warrants that the equipment, systems, and/or services which it will provide to Brazoria County do not use covered telecommunications equipment or services (as defined in Section 889 John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)) as a substantial or essential component of any system, or as critical technology of any system. Additionally, the vendor represents and warrants that the equipment, systems, and/or services it will provide are not prohibited from being procured using grant funds under section 889 of the FY 2019 NDAA.

43. **AGREEMENT TO NOT BOYCOTT ENERGY COMPANIES:** By agreeing to this Purchase Order [or if no formal agreement, by providing the good(s) / services(s)] the vendor verifies it does not boycott energy companies and will not boycott energy companies, as defined by Chapter 809 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].

44. **AGREEMENT TO NOT DISCRIMINATE AGAINST A FIREARM ENTITY OR TRADE ASSOCIATION:** By agreeing to this Purchase Order [or if no formal agreement, by providing the good(s) / services(s)] the vendor verifies it does not discriminate against a firearm entity or trade association and will not discriminate against a firearm entity or trade association, as defined by Chapter 2274 of the Texas Government Code, during the term of this contract [during the time necessary to provide the good(s) / services(s)].

45. **DEBRIEF, PROTEST AND APPEAL PROCEDURES:** Please see page 20 of 48, section D. of the Brazoria County Policy and Procedure Manual which can be found on the Brazoria County Purchasing Department's "Doing Business" webpage, https://www.brazoriacountytx.gov/departments/purchasing/doing-business.

46. **DISCLOSURE OF INTERESTED PARTIES FORM 1295:** A person or business, who enters into a contract with the County, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. A contract entered into by a governmental entity is voidable for failure to provide the disclosure of interested parties if the entity submits written notice to the business entity of the failure to submit the form and the business entity has not provided the form on, or before, the 10th business day after the business entity receives written notice to submit the Form 1295. **This form is not required unless there is a contract between the vendor and the Brazoria County. Do not submit this form unless you receive an award letter from the County**.

BRAZORIA COUNTY
SPECIAL REQUIREMENTS

BIDDER INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede other requirements where applicable.

General
All bids inclusive of pricing shall remain firm for acceptance for a minimum period of ninety (90) days from opening date unless otherwise specified by Brazoria County.

Prices bid shall reflect the full Specifications/Statement of Work as defined per the ITB documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Bidder must include all incidental costs in his pricing. Brazoria County will not provide or allow for parking or travel reimbursements for the bidder's employees. Bidder's offices, administration and/or place of business will not be on Brazoria County premises and will be the bidder's responsibility. Only those costs shown on the Pricing/Delivery Sheet and confirmed by a purchase order will be paid.

It is also understood that any and all persons who provide services under Contract to Brazoria County, resulting from this Invitation to Bid, shall be and remain employees of the Contractor, not Brazoria County. It is understood and agreed that the bidder is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the bidder's employees and or equipment during the course of the Contract.

All correspondence relating to this ITB, from receipt to award shall be sent to the Brazoria County Purchasing Director.

No award or acquisition can be made until Commissioners' Court approves such action.

This Invitation to Bid in no manner obligates Brazoria County or any of its agencies to the eventual purchase of any goods and/or service described, implied or which may be bid, until confirmed by a written Contract and purchase order. Progress toward this end is solely at the discretion of Brazoria County and may be terminated at any time prior to the signing of a Contract.

Brazoria County will not be liable for any costs incurred by the bidder in preparing a response to this ITB. Brazoria County makes no guarantee that any goods and/or services will be purchased as a result of this Invitation to Bid, and reserves the right to reject any and all bids. All bids and their accompanying documentation will become the property of Brazoria County.

The bidder is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at bidder's risk.

ITB Electronic Document Completion (using Bonfire electronic platform)

Bidder shall fill out, electronically **SIGN**, and upload the document into the Bonfire electronic platform. An authorized representative of the bidder **MUST** electronically sign the Bidder Acknowledgement Form. The Contract will be binding upon award and when signed by the Brazoria County Judge and a purchase order authorizing the item(s) desired has been issued.

ALL ITBs are to be **F.O.B. Destination, Net Thirty (30) Days**.

ITB Hard Copy Document Completion

Bidder shall fill out, **SIGN**, and return to the Brazoria County Purchasing Department one (1) original of the complete ITB document. Bidders are to include with their sealed hard copy bid, a printed copy of Attachment A bid table.

In addition, vendors are to include the bid table (in excel format) saved to a flash drive or CD.

An authorized representative of the bidder **MUST** sign the Contract Sheet upon award. The Contract will be binding only when awarded in court and signed by the Brazoria County Judge and a purchase order authorizing the item(s) desired has been issued.

The use of liquid paper is **NOT** acceptable and may result in the disqualification of ITB. If an error is made, bidder **MUST** draw a line through the error and initial each change.

PLEASE NOTE: Unless otherwise specified, **ALL** ITBs are to be **F.O.B. Destination, Net Thirty (30) Days.**

Exceptions

Bidder/Respondent Terms & Conditions are subject to the review and approval of Brazoria County. In the event of conflicting Terms & Conditions, the terms and conditions contained in the solicitation package shall prevail. Bidder/Respondent must clearly identify any conflict with terms & conditions by denoting them on the same page where the conflicting terms and conditions appear.

Public Information Act
All responses to this solicitation are in their entirety, subject to the Public Information Act. Brazoria County will respond to open records requests in accordance to law by providing all requested response information unless respondent (respondent) has specifically identified, in the response package, any section or part respondent deems confidential and/or proprietary. Respondent must note and identify such information on the page where such information appears in the same manner as other exceptions.

Late Bid - Electronic Submissions
Once the project closes in Bonfire, bidders are not able to upload a finalized submission electronically.

Late Bid – Hard Copy Submissions
Hard Copy bids received in the office of the County Purchasing Director after submission deadline will be considered void and unacceptable. Brazoria County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the office of the County Purchasing Director shall be the official time of receipt.

Altering Submissions - Electronic
If an error is made after your bid submission is finalized, click HERE for instructions. Bonfire allows for bidders to make alterations or amendments and re-submit their submissions before the project closes.

Altering Submissions – Hard Copy
Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid/offer, guaranteeing authenticity.

Substitutions to Bid
Brazoria County reserves the right to accept any and all or none of the substitutions deemed to be in the best interest of the County.

Withdrawal of Bid/Offer
A bid/offer may not be withdrawn or canceled by the bidder without the permission of Brazoria County for a period of ninety (90) days following the date designated for the receipt of bids/offers, and bidder so agrees upon submittal of their bid/offer.

Descriptions
Any reference to model and/or make/manufacturer used in bid/offer specifications or scope of work are descriptive, not restrictive. It is used to indicate the type and quality desired. Bids/Offers on items of like quality will be considered. Bid must provide hardware specifications where hardware is offered.

Terms of Payment
Terms of payment shall be Net Thirty (30) Days from receipt of acceptable invoice and/or acceptance of conforming goods, whichever is later. However, alternate terms will be considered and may be bid. Invoices for installed equipment and software will not be paid prior to complete acceptance by Brazoria County unless otherwise specified. If installation of equipment and software is delayed, the County reserves the right (without extra expense or penalty) to delay a portion of the payment until equipment is installed and functioning properly.

Contract Term
Award will be made to the lowest and best bid meeting specifications. Renewal shall be subject to approval by Brazoria County Commissioners Court each period. Once renewal option is exhausted, the Contract must be re-bid.

Brazoria County retains the option to rebid at any time if in its best interest and is not automatically bound to renewal or rebid.

Pricing / Delivery
All items should be priced – FOB Destination Full Freight Allowed, inside delivery. Brazoria County will not pay for any additional transportation and/or shipping charges.

No charges may be billed to the County unless such costs were explicitly included in the bid/proposal. Bidder will incur any costs not explicitly included in the bid/proposal and/or mutually agreed to in writing by the Brazoria County Purchasing Department.

Reduction in Price: If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Brazoria County.

Price Increase: Requests for price adjustments must be solely for the purpose of accommodating an increase in the vendor's cost. A request for a pricing increase will be reviewed by Purchasing Department using the Producer Price Index (PPI) and/or Consumer Price Index (CPI) and any other research available to determine market conditions favorable to the increase. If market conditions dictate an increase to an awarded vendor's cost, the awarded vendor may submit a request to increase pricing no later than thirty (30) days after receiving notice of the County's intent to renew the contract. Requests will only be considered at the time of renewal with written approval from the County. Additionally, the vendor must de-escalate pricing on a previously escalated item, if the decrease is appropriate, due to market conditions.

The request must be in writing and substantiated with supporting documentation (i.e., increase in manufacturers direct cost, etc.). The request shall be addressed to the County Purchasing Director, 237 E. Locust, Suite 406, Angleton, Texas 77515. The request may also be emailed to the Contract Specialist listed in the solicitation. The awarded vendor's past history of honoring contracts at the bid/offer price will be an important consideration in the determination of requested price increase. Brazoria County reserves the right to accept or reject any/all of the requests for price adjustments as it deems to be in the best interest of the County. If rejected, either party may terminate the contract in accordance with the termination provisions of the contract.

Contract Obligations

This bid, submitted documents and any negotiations, when properly accepted by Brazoria County, shall constitute a Contract equally binding between the successful bidder and Brazoria County. The selected bidder will be considered as the prime Contractor and shall assume responsibility for the goods and/or services. Failure to meet obligations may result in the cancellation of any Contracts.

The bidder's response may be incorporated into any Contract which results from this ITB, therefore, bidders are cautioned not to make claims or statements which they are not prepared to commit to contractually. Failure by the bidder to meet such claims will result in a requirement that the bidder provide resources necessary to meet submitted claims and/or breach of Contract.

Title VI and Related Statues
Nondiscrimination Statement

Brazoria County, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.S. § 2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.

L.M. "MATT" SEBESTA, JR.
COUNTY JUDGE

Titulo VI y Estatutos Relacionados
Declaration de No Discrimacion

Brazoria County, como beneficiario de la asistencia financiera federal y según el Título VI de la Ley de Derechos Civiles de 1964 y los estatutos relacionados, asegura que ninguna persona será excluida por motivos de raza, religión (donde el objetivo principal de la ayuda financiera es proporcionar empleo por 42 USS § 2000d-3), color, origen nacional, sexo, edad o discapacidad de participacion en, o negado los beneficios de, ni será sujeto a discriminación bajo ningún programa o las actividades del Departamento.

L.M. "MATT" SEBESTA, JR.
COUNTY JUDGE

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

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

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.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____ , on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

To be completed by awarded vendor at the time of signed contract submittal.

TEXAS ETHICS COMMISSION RULES

CHAPTER 46. DISCLOSURE OF INTERESTED PARTIES

§ 46.1. Application

(a) This chapter applies to section 2252.908 of the Government Code

(b) Section 2252.908 of the Government Code applies only to a contract of a governmental entity or state agency entered into after December 31, 2015, that meets either of the following conditions:

(1) the contract requires an action or vote by the governing body of the entity or agency; or

(2) The value of the contract is at least $1 million.

(c) A contract does not require an action or vote by the governing body of a governmental entity or state agency if:

(1) the governing body has legal authority to delegate to its staff the authority to execute the contract

(2) The governing body has delegated to its staff the authority to execute the contract; and

(3) The governing body does not participate in the selection of the business entity with which the contract is entered into.

§ 46.3. Definitions

(a) “Contract” means a contract between a governmental entity or state agency and a business entity at the time it is voted on by the governing body or at the time it binds the governmental entity or state agency, whichever is earlier, and includes an amended, extended, or renewed contract.

(b) “Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

(c) “Controlling interest“ means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

(d) “Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

(e) “Intermediary,” for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person’s participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

(f) “Signed” includes any symbol executed or adopted by a person with present intention to authenticate a writing, including an electronic signature.

(g) "Value" of a contract is based on the amount of consideration received or to be received by the business entity from the governmental entity or state agency under the contract.

§ 46.4. Changes to Contracts (new rule effective January 1, 2017)

(a) Section 2252.908 of the Government Code does not apply to a change made to an existing contract, including an amendment, change order, or extension of a contract, except as provided by subsections (b) or (c) of this section.

(b) Section 2252.908 of the Government Code applies to a change made to an existing contract, including an amendment, change order, or extension of a contract, if a disclosure of interested parties form was not filed for the existing contract; and either:

(1) the changed contract requires an action or vote by the governing body of the entity or agency; or

(2) the value of the changed contract is at least $1 million.

(c) Section 2252.908 of the Government Code applies to a change made to an existing contract, including an amendment, change order, or extension of a contract, if the business entity submitted a disclosure of interested parties form to the governmental entity or state agency that is a party to the existing contract; and either:

(1) there is a change to the disclosure of interested parties; or

(2) the changed contract requires an action or vote by the governing body of the entity or agency; or

(3) the value of the changed contract is at least $1 million greater than the value of the existing contract.

§ 46.5. Disclosure of Interested Parties Form

(a) A disclosure of interested parties form required by section 2252.908 of the Government Code must be filed on an electronic form prescribed by the commission that contains the following:

(1) The name of the business entity filing the form and the city, state, and country of the business entity's place of business;

(2) The name of the governmental entity or state agency that is a party to the contract for which the form is being filed;

(3) The name of each interested party and the city, state, and country of the place of business of each interested party;

(4) The identification number used by the governmental entity or state agency to track or identify the contract for which the form is being filed and a short description of the services, goods, or other property used by the governmental entity or state agency provided under the contract; and

(5) An indication of whether each interested party has a controlling interest in the business entity, is an intermediary in the contract for which the disclosure is being filed, or both.

(b) The certification of filing and the completed disclosure of interested parties form generated by the commission's electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted to the governmental entity or state agency that is the party to the contract for which the form is being filed.

(c) A governmental entity or state agency that receives a completed disclosure of interested parties form and certification of filing shall notify the commission, in an electronic format prescribed by the commission, of the receipt of those documents not later than the 30th day after the date the governmental entity or state agency receives the disclosure.

(d) The commission shall make each disclosure of interested parties form filed with the commission under section 2252.908(f) of the Government Code available to the public on the commission's Internet website not later than the seventh business day after the date the commission receives the notice required under subsection (c) of this section.

**Note: . A contract entered into by a governmental entity is voidable for failure to provide the disclosure of interested parties if the entity submits written notice to the business entity of the failure to submit the form and the business entity has not provided the form on, or before, the 10th business day after the business entity receives written notice to submit the Form 1295.

BOYCOTT VERIFICATION

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).

To be completed by awarded vendor at the time of signed contract submittal.

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.

I,_____(Person name), the undersigned representative of (Company or Business Name)_____(hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above,

(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 boycott a firearm entity of firearm trade association currently; and
(F) will not boycott a firearm entity of firearm trade association during the term of the contract the named Company, business or individual with Brazoria County, Texas

_____ DATE

_____ SIGNATURE OF COMPANY REPRESENTATIVE

BRAZORIA COUNTY
INSURANCE REQUIREMENTS

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

INSURANCE: Prior to acceptance of contract by Brazoria County, the successful bidder must furnish a Certificate of Insurance together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

A. THE FOLLOWING COVERAGES ARE REQUIRED:

1. Statutory workers compensation in accordance with the State of Texas requirements.

2. Comprehensive general liability including owners and contractors protective liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER OCCURRENCE
a. Premises and product liability	$1,000,000
b. Aggregate policy limits	$1,000,000

3. Comprehensive automobile and truck liability insurance (covering owned, hired and non-owned vehicles):

COVERAGE	PER OCCURRENCE
a. Bodily injury (including death)	$1,000,000
b. Property damage	$1,000,000

Insurance certificates and policy endorsements shall include agreements to hold Commissioners Court of Brazoria County and Brazoria County, Texas harmless; i.e., shall include coverage for "Hold Harmless Agreement".

Failure to maintain insurance coverage as required herein shall be grounds for immediate termination of contract.

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation or material change in coverage be given to the Purchasing Director of Brazoria County. Such insurance when accepted by the County in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

No policy submitted shall be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the successful bidder. The decision of Brazoria County thereon is final.

All policies shall be written through a company duly entered and authorized to transact that class of insurance in the State of Texas.

Neither approval by Brazoria County of any insurance supplied by the successful bidder, nor a failure to disapprove that insurance, shall relieve the successful bidder of full responsibility of liability, damages and accidents as set forth herein.

No additional payment shall be made for any insurance that the successful bidder may be required to carry.

Certificate Holder information shall be as follows:
Brazoria County
237 E. Locust Street, Suite 401
Angleton, TX 77515

BRAZORIA COUNTY
RETURN LABEL

USE THIS LABEL ONLY IF YOU ARE SUBMITTING A HARD COPY BID

SEALED INVITATION TO BID (ITB)

ITB#:	26-23
OPENING DATE:	THURSDAY, JANUARY 29, 2026
OPENING TIME:	11:00 A.M. LOCAL TIME
ITB DESCRIPTION:	WASTE MANAGEMENT-DUMPSTERS
RETURN OFFER TO:	**PHYSICAL ADDRESS:** COUNTY PURCHASING DIRECTOR BRAZORIA COUNTY PURCHASING 237 E. LOCUST STREET, SUITE 406 ANGLETON, TEXAS 77515

DATED MATERIAL – DELIVER IMMEDIATELY

PLEASE CUT OUT AND AFFIX THE ITB LABEL ABOVE TO THE OUTER MOST ENVELOPE OF YOUR RESPONSE TO HELP ENSURE PROPER DELIVERY!

*****LATE ITB's CANNOT BE ACCEPTED*****

BRAZORIA COUNTY

PURCHASING DEPARTMENT

SUSAN P. SERRANO, CPPO, CPPB
Purchasing Director

February 25, 2026

Waste Connections of Texas LLC
Attn: Matt Lowe
PO Box 1508
Alvin, TX 77512
Matt.lowe@wasteconnections.com

Re: Award for ITB #26-23 Waste Management Services-Dumpsters – Front Load and Roll-Off

Dear Mr. Lowe:

Brazoria County is pleased to inform you that on February 24, 2026, Commissioners' Court awarded the above listed project to your company.

The term of this contract shall be effective on March 9, 2026, for a period of one (1) year with an option to renew the contract for up to four (4) additional one-year terms.

A purchase order and /or notice to proceed will follow. Do not proceed with delivery of services or materials prior to receiving a purchase order number from Brazoria Country.

A Certificate of Interested Parties, Form 1295 is required. Vendors are to log onto the Texas Ethics Commission's website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out Form 1295. Once the form is completed online, the system will issue a certificate number. Please print, sign the form, and email it to Amanda Erickson at aerickson@brazoriacountytx.gov.

In addition, per Texas Local Government Code 176, completion of the Conflict of Interest Questionnaire, Form CIQ, is required if applicable. You may access the form and further information on our website at http://brazoriacountytx.gov/departments/purchasing under the Doing Business section, Conflict of Interest Reporting.

Per Texas Local Government Code Chapters 808, 809, and 2274, completion of the Boycott Verification Form is required, if applicable. You may access the form and further information on our website at http://brazoriacountytx.gov/departments/purchasing under the Doing Business section.

Please email the CIQ and Boycott Verification Form to Amanda Erickson at aerickson@brazoriacountytx.gov.

As a reminder, a copy of a current certificate of insurance shall be due to Brazoria County within ten (10) calendar days after receipt of notification of award. The contract shall not become effective until the certificate of insurance is received. Failure to provide said certificate may result in cancellation and/or termination of the contract. Please have the certificate of insurance names Brazoria County as an additional insured and a waiver of subrogation applies in favor of Brazoria County.

Thank you for your interest in Brazoria County. If you have any questions, please do not hesitate to contact me.

Very truly yours,

Natasha Stulberg, CPPB
Brazoria County Assistant Purchasing Director

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:
2026-1428725

Date Filed:
03/04/2026

Date Acknowledged:
3/4/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Waste Connections of Texas
Alvin, 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.
ITB #26-23
Waste Management Services - Dumpsters

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Matt Lowe, and my date of birth is 7/31/1987.

My address is 827 W Hwy 6, Alvin (city), TX (state), 77511 (zip code), US (country).

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

Executed in Brazoria County, State of Texas, on the 4th day of March (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Boycott Verification

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.

I, Matt Lowe (Person name), the undersigned representative of (Company or Business Name) Waste Connections of Texas LLC (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above,

(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

3/4/26
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

BRAZORIA COUNTY
CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the 24th day of February 2026, by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge L.M. "Matt" Sebesta, Jr., by virtue of an order of Brazoria County Commissioners' Court, and Waste Connections of Texas, LLC of Alvin Texas.

WITNESSETH:

The Vendor and the County agree that the Instructions to Respondents, Specifications/Statement of Work, Standard Terms & Conditions, and all other requirements herein for **ITB #26-23 Waste Management Services-Dumpsters** as stated in the Invitation to Bid Table of Contents hereto attached and made a part hereof, together with the bond (when required), vendor's response and negotiated pricing, shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

The order of precedence shall be:

- Brazoria County **ITB #26-23 Waste Management Services-Dumpsters**
- Vendor's submittal to the above listed ITB and the final accepted pricing

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Angleton, Texas this 9th day of March 2026.

By: _____
County Judge Signature

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

By: _____
Signature of Vendor

By: Matt Lowe - District Manager
Printed Name and Title

BRAZORIA COUNTY

PURCHASING DEPARTMENT

SUSAN P. SERRANO, CPPO, CPPB

Purchasing Director

February 9, 2026

Waste Connections of Texas LLC
Attn: Matt Lowe
827 W Hwy 6
Alvin, TX 77512
Matt.lowe@wasteconnections.com

Re: Intent to Award Notification for ITB# 26-23 Waste Management Services-Dumpsters

Dear Mr. Lowe:

It is the intent of the Purchasing Department to recommend your company for an award regarding the above-listed project for the following at the February 24, 2026, session of Commissioners Court. If approved by Commissioner's Court, a formal award letter and contract sheet will be emailed to you.

- Dumpster, Front Load, As Needed
- Roll-Off Dumpsters, As Needed

Upon receipt of the formal award letter, your company will be required to submit the following documents:

- Signed Contract Sheet
- Form 1295 (if applicable)
- Boycott Verification
- Certificate of Insurance

A Certificate of Interested Parties, Form 1295 is required. Vendors are to log onto the Texas Ethics Commission's website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out Form 1295. Once the form is completed online, the system will issue a certificate number. Please print, sign the form, and email it to Amanda Erickson at aerickson@brazoriacountytx.gov.

In addition, per the Bid Bond requirements, the original Bid Bond is required to be mailed to the Purchasing Department within three (3) business days of receipt of the Intent to Award letter.

Per Texas Local Government Code Chapters 808, 809, and 2274, completion of the Boycott Verification Form is required, if applicable. You may access the form and further information on our website at http://brazoriacountytx.gov/departments/purchasing under the Doing Business section.

Please email the CIQ and Boycott Verification Form to Amanda Erickson at aerickson@brazoriacountytx.gov.

The required current certificate of insurance shall be due to Brazoria County upon receipt of the formal award letter. The certificate of insurance will need to name Brazoria County as an additional insured and include a waiver of subrogation favoring Brazoria County.

If you have any questions, please feel free to contact our office at 979-864-1825.

Very truly yours,

Natasha Stulberg, CPPB
Assistant Purchasing Director

EXHIBIT A – REQUIRED DOCUMENTS

- RESPONDENT CERTIFICATION FORM
- BIDDER/RESPONDENT'S AFFIRMATION & SDNs/BLOCKED PERSONS AFFIRMATION
- WORKERS COMPENSATION REQUIREMENTS
- CERTIFICATION REGARDING LOBBYING FORM
- EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS *(if applicable)* (If vendor has any exceptions to the ITB terms and conditions or special requirements, they must be included with the ITB submittal in order to be considered)
- SIGNED ADDENDA *(if applicable)*
- NON-COLLUSION AFFIDAVIT
- CONFLICT OF INTEREST QUESTIONNAIRE – FORM CIQ
- EMERGENCY CONTACT INFORMATION
- TEXAS GOVERNMENT CODE 552, SUBCHAPTER J ACKNOWLEDGEMENT FORM
- PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM *(Vendor to sign form if applicable to telecommunications)*
- VENDOR DATA SHEET & W-9 FORM

BRAZORIA COUNTY
RESPONDENT CERTIFICATION FORM

*Note: In order to sign the documents electronically and insert an authorized signature into the PDF, you will need to use the **latest version of Adobe Reader**. Be aware that such a signature will have the full legal force of a handwritten signature under Texas law. Additionally, all documents with company name and authorized/contact person, and their title with the company, must be identical and match the W-9 with the company's legal name. Documents with different company names may be considered non-responsive.*

Waste Connections of Texas LLC
LEGAL NAME OF CONTRACTING COMPANY

74-2961041
FEDERAL I.D. # (Company or Corporation)

08134/932
DUN & BRADSTREET D-U-N-S NUMBER

SAM.GOV UEI NUMBER

281-331-0810
TELEPHONE NUMBER

FACSIMILE NUMBER

Matt Lowe
CONTACT PERSON

District Manager
TITLE

PO Box 1508 | Alvin, TX | 77512
COMPLETE MAILING ADDRESS | CITY & STATE | ZIP CODE

827 W Hwy 6 | Alvin TX | 77511
COMPLETE STREET ADDRESS | CITY & STATE | ZIP CODE

matt.lowe@wasteconnections.com
EMAIL ADDRESS

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Bid Table. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Brazoria County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

SIGNATURE | 1/23/26 DATE

"must be authorized to execute on behalf of company"

Matt Lowe
Typewritten or Printed Name

District Manager
Title

BRAZORIA COUNTY
BIDDER/RESPONDENT'S AFFIRMATION

This form must be completed, signed, and returned by Bidder/Respondent

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD NOTIFICATION MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Bidder/Respondent affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other bidder, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or Director to any other person engaged in this type of business prior to the official opening of this bid/offer.

2. Bidder/Respondent hereby assigns to purchaser any an all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

3. Pursuant to §262.0276 (a) of the Texas Local Government Code and subject to Brazoria County Court Order No. 36 of October 28, 2003, Bidder/Respondent, hereby affirms that Bidder/Respondent:

(Please check all that are applicable)

_____ Does not own taxable property in Brazoria County.

__✓__ Does not owe any ad valorem taxes to Brazoria County or is not otherwise indebted to Brazoria County.

****

BIDDER/RESPONDENT'S SDNs/BLOCKED PERSONS AFFIRMATION

Pursuant to §2155.077 of the Texas Government Code and subject to Brazoria County Court Order No19 of August 9, 2005, Bidder/Respondent, hereby affirms that Bidder/Respondent:

(Please check all that are applicable)

__✓__ Is not excluded from doing business at the federal level.

__✓__ Is not listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. Brazoria County may not make procurement transactions with SDNs/Blocked Persons.

****

If any additional information is required regarding these requirements, please contact The Brazoria County Purchasing Department PRIOR to execution.

****

Bidder/Respondent Company Name Waste Connections of Texas LLC

Signature of Company Official Authorizing the Bid/Offer _____ Date 1/23/26

Company Official (Printed Name) Matt Lowe

Official's Position District Manager

WORKERS' COMPENSATION REQUIREMENTS

BIDDER/RESPONDENT INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede all other Requirements where applicable.

Workers' Compensation Insurance Coverage

A. Definitions

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

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity with furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, base on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificated of coverage on file for the duration of the project and for one (1) year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew of should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (9.1) - (9.7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier of, or in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administration penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provision is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

If awarded a contract for ITB #26-23 by my signature below, I certify that I will provide workers' compensation insurance coverage for each employee employed on this project. I also certify that each of my subcontractors will also provide workers compensation for each employee employed on this project.

[signature] 1/23/26

SIGNATURE DATE

Matt Lowe District Manager

Typewritten or Printed Name Title

CERTIFICATION REGARDING LOBBYING

Certifications For Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this 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.

This certification is a material representation of fact upon which reliance was placed within this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transacti8on 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.

Signature/Authorized Certifying Official

Matt Lowe - District Manager

Typed Name and Title

Waste Connections of Texas LLC

Applicant / Organization

1/23/26

Date Signed

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

Type of Federal Action:	**Status of Federal Action:**	**Report Type:**
a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application _____ b. initial award c. post-award	a. initial filing _____ b. material change

Name and Address of Reporting Entity:	**If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime:
____ Prime _____ Subawardee Tier_____, if Known: **Congressional District, if known:**	 **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

Note: If this form is not applicable to your company, please mark the form N/A and sign the highlighted signature field above.

VENDOR TO INSERT EXCEPTIONS TO STANDARD TERMS & CONDITIONS & SPECIAL REQUIREMENTS HERE (IF APPLICABLE)

✓ **Company <u>does not</u> have exceptions** ***(If applicable, check here)***

Or

_____ **Company does have exceptions (*If applicable, check here and list exceptions below for consideration. Brazoria County will review all exceptions listed and will formally communicate as to if any exceptions are accepted by the County. If exceptions are accepted by the County, they will be added in the form of an addendum.)***

BRAZORIA COUNTY
ADDENDUM NUMBER 1

ITB #26-23 WASTE MANAGEMENT SERVICES-DUMPSTERS

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED ITB PACKAGE.

This Addendum modifies the ITB #26-23 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.

2. The following questions have been submitted for clarification:

   2.1 Brazoria County Clarification:
   Attachment A Bid Table is now posted in Bonfire. Please submit the spreadsheet with your response.

3. All other terms and conditions of the ITB are to remain unchanged.

Please refer any questions regarding this ITB to the Brazoria County Purchasing Department at (979) 864-1825 or bidclarifications@brazoriacountytx.gov.

Waste Connections of Texas LLC
LEGAL NAME OF CONTRACTING COMPANY

281-331-0810
TELEPHONE NUMBER

FACSIMILE NUMBER

SIGNATURE

Matt Lowe - District manager
NAME AND TITLE PRINTED

*Addendum approved by:

Susan P. Serrano, CPPO, CPPB
County Purchasing Director

01/12/2026
Date

BRAZORIA COUNTY
ADDENDUM NUMBER 2

ITB #26-23 WASTE MANAGEMENT SERVICES-DUMPSTERS

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED ITB PACKAGE.

This Addendum modifies the ITB #26-23 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.

2. The following questions have been submitted for clarification:

   2.1 Vendor Question: "Is this a bid for dumpster service as well as dumpster delivery"?

   Brazoria County Answer: The bid is for a vendor to place and service dumpsters at locations throughout the County as shown on Attachment A Bid Table.

   2.2 Vendor Question: "What size is needed on the dumpsters?

   Brazoria County Answer: All sizes needed are shown on Attachment A Bid Table.

   2.3 Vendor Question: "What size and how many roll-offs are you needing?"

   Brazoria County Answer: All sizes needed are shown on Attachment A Bid Table. The quantity will be determined when a department places an order.

3. All other terms and conditions of the ITB are to remain unchanged.

Please refer any questions regarding this ITB to the Brazoria County Purchasing Department at (979) 864-1825 or bidclarifications@brazoriacountytx.gov.

Waste Connections of Texas LLC
LEGAL NAME OF CONTRACTING COMPANY

281-331-0810
TELEPHONE NUMBER

FACSIMILE NUMBER

SIGNATURE

Matt Lowe - District Manager
NAME AND TITLE PRINTED

*Addendum approved by:

1/14/2026

Susan P. Serrano, CPPO, CPPB
County Purchasing Director

Date

BRAZORIA COUNTY
ADDENDUM NUMBER 3

ITB #26-23 WASTE MANAGEMENT SERVICES-DUMPSTERS

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED ITB PACKAGE.

This Addendum modifies the ITB #26-23 package as follows:

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.

2. The following questions have been submitted for clarification:

   2.1 Vendor Question: "For the front load dumpsters on the bid table noted as "as needed", are there specific locations associated with the County ID#?"

   Brazoria County Answer: No, the County location can be anywhere within Brazoria County.

   2.2 Vendor Question: "For the roll off dumpsters on the bid table noted as "as needed", are there specific locations associated with the County ID#?"

   Brazoria County Answer: No, the County location can be anywhere within Brazoria County.

3. All other terms and conditions of the ITB are to remain unchanged.

Please refer any questions regarding this ITB to the Brazoria County Purchasing Department at (979) 864-1825 or bidclarifications@brazoriacountytx.gov.

Waste Connections of Texas LLC
LEGAL NAME OF CONTRACTING COMPANY

281-331-0810
TELEPHONE NUMBER

FACSIMILE NUMBER

SIGNATURE

Matt Lowe - District Manager
NAME AND TITLE PRINTED

*Addendum approved by:

Susan P. Serrano, CPPO, CPPB
County Purchasing Director

01/15/26
Date

BRAZORIA COUNTY
ADDENDUM NUMBER 4

ITB #26-23 WASTE MANAGEMENT SERVICES-DUMPSTERS

PLEASE INCLUDE THIS SIGNED ADDENDUM WITH YOUR SEALED ITB PACKAGE.

1. Definitions: All definitions set forth in the Contract shall have the same meaning unless stated otherwise in this Addendum.

2. The open due/date has been revised. The new Open/Due Date shall be:

Friday, January 30, 2026 at 11:00AM Local Time

3. All other terms and conditions of the ITB #26-23 are to remain unchanged.

Please refer any questions regarding this ITB to the Brazoria County Purchasing Department at (979) 864-1282 or bidclarifications@brazoriacountytx.gov.

Waste Connections of Texas LLC
LEGAL NAME OF CONTRACTING COMPANY

281-331-0810
TELEPHONE NUMBER

FACSIMILE NUMBER

SIGNATURE

Matt Lowe - District Manager
NAME AND TITLE PRINTED

*Addendum approved by:

Susan P. Serrano, CPPO, CPPB
County Purchasing Director

1/23/2026
Date

NON-COLLUSION
AFFIDAVIT

THE STATE OF TEXAS

OWNER, BRAZORIA COUNTY

Before me, the undersigned authority, on this day personally appeared Matt Lowe who being by me duly sworn upon oath says: that he is duly qualified and authorized to make this affidavit for and on behalf of Waste Connections of Texas LLC ("Contractor"), of and is fully cognizant of the fact herein set out: that Contractor has not, either directly or indirectly, entered into any agreement with OWNER in any collusion: or otherwise taken any action in restraint of free competitive bidding in connection with the contract for the above referenced project.

Matt Lowe — District Manager

Name — Title

SWORN TO AND SUBSCRIBED BEFORE ME by the said Matt Lowe, this 23rd day of January, 2026, to certify which witness my hand and seal of office.

Brazoria County
NOTARY PUBLIC in and for

State of Texas

Printed Name: Marlene Marie Richey

My Commission Expires: 09-27-2028

MARLENE MARIE RICHEY
NOTARY PUBLIC
STATE OF TEXAS
ID 126632562
EXP. 09-27-2028

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Waste Connections of Texas LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☑ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

None

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____ 1/23/26

Signature of vendor doing business with the governmental entity — Date

Form provided by Texas Ethics Commission — www.ethics.state.tx.us — Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

EMERGENCY CONTACT INFORMATION

During a natural disaster, homeland security event, or other emergency, there may be a need for Brazoria County to access your business for products or services after normal business hours and/or holidays. The County may request County employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are needed. It is critical the emergency contact information remains current. If awarded a contract, any changes to your information must be emailed to aerickson@brazoriacountytx.gov.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. If there is a fee (pricing) for an after-hours/holiday emergency opening of the business, please include in Bid Table.

Please provide the information below and include with your bid submittal

Business Name: Waste Connections of Texas

Contract #: 26-23

Description: Waste Management Services - Dumpster

Primary Contact (Name): Matt Lowe

Primary Contact Phone Numbers: Home: 281-331-0810 Cell: 713-775-1045

Primary Contact Email: matt.lowe@wasteconnections.com

Secondary Contact (Name): Kevin Woods

Secondary Contact Phone Numbers: Home: _____ Cell: 409-739-3239

Secondary Contact Email: Kevin.Woods@wasteconnections.com

TEXAS GOVERNMENT CODE 552, SUBCHAPTER J ACKNOWLEDGEMENT FORM

Respondent acknowledges having read and understood the following law, effective January 1, 2020

SIGNATURE
"must be authorized to execute on behalf of company"

1/23/26
DATE

Matt Lowe
Typewritten or Printed Name

District Manager
Title

SUBCHAPTER J. ADDITIONAL PROVISIONS RELATED TO CONTRACTING INFORMATION

Sec. 552.371. CERTAIN ENTITIES REQUIRED TO PROVIDE CONTRACTING INFORMATION TO GOVERNMENTAL BODY IN CONNECTION WITH REQUEST. (a) This section applies to an entity that is not a governmental body that executes a contract with a governmental body that:

(1) has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by the governmental body; or

(2) results in the expenditure of at least $1 million in public funds for the purchase of goods or services by the governmental body in a fiscal year of the governmental body.

(b) This section applies to a written request for public information received by a governmental body that is a party to a contract described by Subsection (a) for contracting information related to the contract that is in the custody or possession of the entity and not maintained by the governmental body.

(c) A governmental body that receives a written request for information described by Subsection (b) shall request that the entity provide the information to the governmental body. The governmental body must send the request in writing to the entity not later than the third business day after the date the governmental body receives the written request described by Subsection (b).

(d) Notwithstanding Section 552.301:

(1) a request for an attorney general's decision under Section 552.301(b) to determine whether contracting information subject to a written request described by Subsection (b) falls within an exception to disclosure under this chapter is considered timely if made not later than the 13th business day after the date the governmental body receives the written request described by Subsection (b);

(2) the statement and copy described by Section 552.301(d) is considered timely if provided to the requestor not later than the 13th business day after the date the governmental body receives the written request described by Subsection (b);

(3) a submission described by Section 552.301(e) is considered timely if submitted to the attorney general not later than the 18th business day after the date the governmental body receives the written request described by Subsection (b); and

(4) a copy described by Section 552.301(e-1) is considered timely if sent to the requestor not later than the 18th business day after the date the governmental body receives the written request described by Subsection (b).

(e) Section 552.302 does not apply to information described by Subsection (b) if the governmental body:

(1) complies with the requirements of Subsection (c) in a good faith effort to obtain the information from the contracting entity;

(2) is unable to meet a deadline described by Subsection (d) because the contracting entity failed to provide the information to the governmental body not later than the 13th business day after the date the governmental body received the written request for the information; and

(3) if applicable and notwithstanding the deadlines prescribed by Sections 552.301(b), (d), (e), and (e-1), complies with the requirements of those subsections not later than the eighth business day after the date the governmental body receives the information from the contracting entity.

(f) Nothing in this section affects the deadlines or duties of a governmental body under Section 552.301 regarding information the governmental body maintains, including contracting information.

Sec. 552.372. BIDS AND CONTRACTS. (a) A contract described by Section 552.371 must require a contracting entity to:

(1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract;

(2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and

(3) on completion of the contract, either:

(A) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the entity; or

(B) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

(b) Unless Section 552.374(c) applies, a bid for a contract described by Section 552.371 and the contract must include the following statement: "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this (include "bid" or "contract" as applicable) and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

(c) A governmental body may not accept a bid for a contract described by Section 552.371 or award the contract to an entity that the governmental body has determined has knowingly or intentionally failed to comply with this subchapter in a previous bid or contract described by that section unless the governmental body determines and documents that the entity has taken adequate steps to ensure future compliance with the requirements of this subchapter.

Sec. 552.373. NONCOMPLIANCE WITH PROVISION OF SUBCHAPTER. A governmental body that is the party to a contract described by Section 552.371 shall provide notice to the entity that is a party to the contract if the entity fails to comply with a requirement of this subchapter applicable to the entity. The notice must:

(1) be in writing;

(2) state the requirement of this subchapter that the entity has violated; and

(3) unless Section 552.374(c) applies, advise the entity that the governmental body may terminate the contract without further obligation to the entity if the entity does not cure the violation on or before the 10th business day after the date the governmental body provides the notice.

Sec. 552.374. TERMINATION OF CONTRACT FOR NONCOMPLIANCE. (a) Subject to Subsection (c), a governmental body may terminate a contract described by Section 552.371 if:

(1) the governmental body provides notice under Section 552.373 to the entity that is party to the contract;

(2) the contracting entity does not cure the violation in the period prescribed by Section 552.373;

(3) the governmental body determines that the contracting entity has intentionally or knowingly failed to comply with a requirement of this subchapter; and

(4) the governmental body determines that the entity has not taken adequate steps to ensure future compliance with the requirements of this subchapter.

(b) For the purpose of Subsection (a), an entity has taken adequate steps to ensure future compliance with this subchapter if:

(1) the entity produces contracting information requested by the governmental body that is in the custody or possession of the entity not later than the 10th business day after the date the governmental body makes the request; and

(2) the entity establishes a records management program to enable the entity to comply with this subchapter.

(c) A governmental body may not terminate a contract under this section if the contract is related to the purchase or underwriting of a public security, the contract is or may be used as collateral on a loan, or the contract's proceeds are used to pay debt service of a public security or loan.

Sec. 552.375. OTHER CONTRACT PROVISIONS. Nothing in this subchapter prevents a governmental body from including and enforcing more stringent requirements in a contract to increase accountability or transparency.

Sec. 552.376. CAUSE OF ACTION NOT CREATED. This subchapter does not create a cause of action to contest a bid for or the award of a contract with a governmental body.

Added by Acts 2019, 86th Leg., R.S., Ch. 1216 (S.B. 943), Sec. 9, eff. January 1, 2020.

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT CERTIFICATION FORM

(Vendor to sign form if applicable to telecommunications)

The undersigned vendor hereby represents and warrants that the equipment, systems, and/or services which it will provide to Brazoria County do not use covered telecommunications equipment or services (as defined in Section 889 John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)) as a substantial or essential component of any system, or as critical technology of any system.

Additionally the undersigned vendor hereby represents and warrants that the equipment, systems, and/or services it will provide are not prohibited from being procured using grant funds under section 889 of the FY 2019 NDAA.

Further, per 2 CFR 200.216 (b) & (c)

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment;
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Waste Connections of Texas
COMPANY NAME

SIGNATURE OF COMPANY REPRESENTATIVE

Matt Lowe
PRINTED NAME

District Manager
TITLE

1/23/26
DATE

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Waste Connections Management Services, Inc

2 Business name/disregarded entity name, if different from above
Waste Connections of Texas, LLC d/b/a Vaquero Waste & Recycling

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3 Waterway Square Place, Suite 110

Requester's name and address (optional)

6 City, state, and ZIP code
The Woodlands, Texas 77380

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
9 4 - 3 3 6 4 4 1 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] | **Date** ▶ 1/23/26

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/7/2026

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 NFP Prop & Casualty Serv Inc. 3620 American River Drive Suite 125 Sacramento CA 95864	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: wcnuscoirequest@nfp.com
INSURED WASTCON-03 Waste Connections Lone Star, Inc. 3 Waterway Square Place, Suite #110 The Woodlands, TX 77380	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE American Insurance Company — 22667 INSURER B : Chubb Indemnity Insurance Company — 12777 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1369831660 **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			HDO G49353066	8/1/2025	8/1/2026	EACH OCCURRENCE	$ $2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ $1,000,000
							MED EXP (Any one person)	$ $10,000
							PERSONAL & ADV INJURY	$ $2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ $5,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ $4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ISAH10755517	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ $10,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WLR C72796573	8/1/2025	8/1/2026	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$ $1,500,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ $1,500,000
							E.L. DISEASE - POLICY LIMIT	$ $1,500,000

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

CERTIFICATE HOLDER

BRAZORIA COUNTY COURTHOUSE CAMPUS
ADMINISTRATION BUILDING
237 E. LOCUST STREET, SUITE 406
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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DESCRIPTION DUMPSTERS	County ID	Qty	Day of Service	County ID	Price per EA per Month	Ext Price per Month
Brazoria County Airport 8 yard, Year Round, 2 x Week, 815 Airport Way, CR 220	2440	2	Monday & Thursday	2440	$301.50	$603.01
Brazoria County Juvenile Justice 6 yard, Year Round, 2 x week 20875 CR 171, Angleton *Located by County Health Clinic	2445	1	Monday & Thursday	2445	$184.31	$368.62
Brazoria County Juvenile Justice 8 yard, Year Round, 2 x week 20875 CR 171, Angleton *Located by main building	TBD	1	Monday & Thursday	TBD	$301.50	$301.50
Brazoria County Mosquito Control 6 Yard, Year Round, 1 x Week CR 213 & 428, Angleton	2446	1	Monday	2446	$106.41	$106.41
Angleton Service Center (Pct 2) - 6 Yard, Year Round, 2 x Week 21017 CR 171, Angleton	2448	1	Monday & Thursday	2448	$195.09	$195.09
Brazos River County Park 6 Yard, 5/1-9/30, 1 x Week Parks Dept,3053 Cty Park Rd, Angleton	2450	1	Wednesday (PEAK SEASON)	2450	$106.41	$106.41
Brazos River County Park 4 Yard, 10/1-4/30, 1 x Week Parks Dept, 3053 Cty Park Rd, Angleton	2451	1	Wednesday (OFF SEASON)	2451	$81.91	$81.91
Hanson Riverside County Park 6 Yard, 5/1-9/30, 1 x Week Parks Dept,18499 Hwy 35, West Columbia	2453	1	Monday (PEAK SEASON)	2453	$106.41	$106.41
Hanson Riverside County Park 4 Yard, 10/1-4/30, 1 x Week Parks Dept,18499 Hwy 35, West Columbia	2454	1	Monday (OFF SEASON)	2454	$81.91	$81.91
Hanson Riverside County Park 4 Yard, 1 x Week, Year Round Parks Dept,17367 TX 35 Business, West Columbia	TBD	1	Monday	TBD	$81.91	$81.91
Quintana Beach County Park 8 Yard, Year Round, 2 x Week Parks Dept,330 5th St, Quintana	2455	1	Monday & Friday (PEAK SEASON)	2455	$313.33	$313.33
Quintana Beach County Park 6 Yard, 3/1-9/30, 2 x Week Parks Dept,330 5th St, Quintana	2456	1	Monday & Friday (PEAK SEASON)	2456	$195.09	$195.09
Quintana Beach County Park 6 Yard, Year Round, 2 x Week Parks Dept,330 5th St, Quintana	6740	1	Monday & Friday (OFF SEASON)	6740	$195.09	$195.09
Resoft County Park 8 Yard, Year Round, 2 x Week Parks Dept, Hwy 35 & CR 281, Alvin	2457	1	Monday & Thursday	2457	$301.50	$301.50
San Luis County Park 8 Yard, Year Round, 2 x Week Parks Dept,14001 CR 257, Freeport	2459	1	Monday & Friday	2459	$301.50	$301.50
San Luis County Park 6 Yard, 3/1-10/30, 2 x Week Parks Dept, 14001 CR 257, Freeport	2460	1	Monday & Friday (PEAK SEASON)	2460	$195.09	$195.09
San Luis County Park 6 Yard, Year Round, 2 x Week Parks Dept, 14001 CR 257, Freeport	6741	1	Monday & Friday	6741	$195.09	$195.09
Surfside Jetty County Park 8 Yard, Year Round, 2 x Week Parks Dept, 101 Parkview, Surfside	2461	1	Monday & Friday	2461	$301.50	$301.50
Camp Mohawk 8 Yard, Year Round, 2 x Week Parks Dept, 110 Mohawk Dr, Alvin	2463	1	Monday & Thursday	2463	$301.50	$301.50
Henry William Munson Park @ Stephen F. Austin Statue 3 Yard, Year Round, 1 x Week	9354	1	Thursday	9354	$88.68	$88.68

Freeport JP / AP Office 6 Yard, Year Round, 1 x Week Facilities Management	2452	1	Friday	2452	$106.41	$106.41
West Columbia JP Office 3 Yard, Year Round, 1 x Week Facilities Management 111 N. 10th St. West Columbia, TX	7772	1	Thursday	7772	$88.68	$88.68

DESCRIPTION DUMPSTERS	County ID	Qty	Day of Service	County ID	Price per EA per Month	Ext Price per Month
Truck Shed, West Columbia 6 Yard, Year Round, 1 x Week Facilities Management	7914	1	Thursday	7914	$106.41	$106.41
Facilities Management, 8 Yard, Year Round, 1 x Week 1340 E Kiber Street, Angleton	9312	1	Thursday	9312	$153.71	$153.71
Brazoria County Pct 4 Sub Office 6 Yard, Year Round, 1 x Week 3633 CR 58, Manvel, TX	9355	1	Thursday	9355	$106.41	$106.41
West Columbia Pct 4 Government Bldg 3 Yard, Year Round, 1 x week 121 N. 10th Street, West Columbia	9057	1	Thursday	9057	$88.68	$88.68
SH 288 Truck Weigh Station 2 Yard, Year Round, 1 x week 39679 SH 288	9519	1	Day of Service to be determined	9519	$63.84	$63.84
Angleton Service Center (Pct 2) -2 Yard, Year Round, 1 x Week ,21017 CR 171, Angleton	9642	1	Day of Service to be determined	9642	$63.84	$63.84
Sheriff's Office, 8 Yard, Year Round, 1xWeek, 3602 CR 45, Angleton	9672	2	Tuesday	9672	$143.35	$286.70
Parks HQ, 6 yard, Year Round 2x week, 41871 SH 288, Angleton	9817	2	Monday & Thursday	9817	$184.31	$368.62

DESCRIPTION	County ID	Qty	Rent per Day	Rent per Month	County ID	Delivery Fee	Haul Rate*		
DUMPSTER, FRONT LOAD AS NEEDED									
2 Yard, As Needed	2473	1		$24.36	2473				
2 Yard, As Needed	9341	1			9341	$91.34			
2 Yard, As Needed	9346	1			9346		$60.89		
3 Yard, As Needed	2479	1		$24.36	2479				
3 Yard, As Needed	9342	1			9342	$91.34			
3 Yard, As Needed	9347	1			9347		$60.89		
4 Yard, As Needed	2485	1		$24.36	2485				
4 Yard, As Needed	9343	1			9343	$91.34			
4 Yard, As Needed	9348	1			9348		$60.89		
6 Yard, As Needed	2491	1		$24.36	2491				
6 Yard, As Needed	9344	1			9344	$91.34			
6 Yard, As Needed	9349	1			9349		$60.89		
8 Yard, As Needed	2497	1		$24.36	2497				
8 Yard, As Needed	9345	1			9345	$91.34			
8 Yard, As Needed	9350	1			9350		$60.89		

ROLL-OFF DUMPSTERS AS NEEDED	County ID	Qty	Rent per Day		County ID	Delivery Fee	Haul Rate*	Hazard Waste (chem)	Special Waste (cresote)
20 Yard, As Needed, Qty 1	7645	1	$3.05		7645				
20 Yard, As Needed,Delivery Fee	2515	1			2515	$121.79			
20 Yard, As Needed,Haul Rate	2516	1			2516		$426.24		
20 Yard, As Needed,Special Waste	2518	1			2518			$0.00	$0.00
30 Yard, As Needed, Qty 1	7646	1	$3.05		7646				
30 Yard, As Needed, Delivery Fee	2521	1			2521	$121.79			
30 Yard, As Needed,Haul Rate	2522	1			2522		$487.13		
30 Yard, As Needed,Special Waste	2524	1			2524			$0.00	$0.00
40 Yard, As Needed, Qty 1	7647	1	$3.05		7647				
40 Yard, As Needed,Delivery Fee	2527	1			2527	$121.79			
40 Yard, As Needed,Haul Rate	2528	1			2528		$620.74		
40 Yard, As Needed, Special Waste	2530	1			2530				$0.00
EMERGENCY DISASTER AS NEEDED			Rent per Day Roll-Off	Rent per Month Roll-Off		Port-A-Can Service 1 x Week	Port-A-Can Service 2 x Week	Haul Rate	Final Pull
40 Yard Roll-off, for emergency disaster, as needed (INCLUDES 5 PORT-A-CANS)*	Upon Request	1 Lot	$3.88	$116.46	Upon Request	$0.00	$0.00	$626.68	$626.68
*40 Yard Roll-Off filled with Port-A-Cans, for emergency disaster, as needed	Upon Request	1 Lot	$3.88	$116.46	Upon Request	$0.00	$0.00	$626.68	$626.86

DESCRIPTION DUMPSTERS	County ID	Qty	Day of Service	County ID	Price per EA per Month	Ext Price
Brazoria County Airport 8 yard, Year Round, 2 x Week, 815 Airport Way, CR 220	2440	2	Monday & Thursday	2440	$301.50	$603.01
Brazoria County Juvenile Justice 6 yard, Year Round, 2 x week 20875 CR 171, Angleton *Located by County Health Clinic	2445	1	Monday & Thursday	2445	$184.31	$368.62
Brazoria County Juvenile Justice 8 yard, Year Round, 2 x week 20875 CR 171, Angleton *Located by main building	TBD	1	Monday & Thursday	TBD	$301.50	$301.50
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Hanson Riverside County Park 4 Yard, 1 x Week, Year Round Parks Dept,17367 TX 35 Business, West Columbia	TBD	1	Monday	TBD	$81.91	$8
Quintana Beach County Park 8 Yard, Year Round, 2 x Week Parks Dept,330 5th St, Quintana	2455	1	Monday & Friday (PEAK SEASON)	2455	$313.33	$313.33
Quintana Beach County Park 6 Yard, 3/1-9/30, 2 x Week Parks Dept,330 5th St, Quintana	2456	1	Monday & Friday (PEAK SEASON)	2456	$195.09	$195.09
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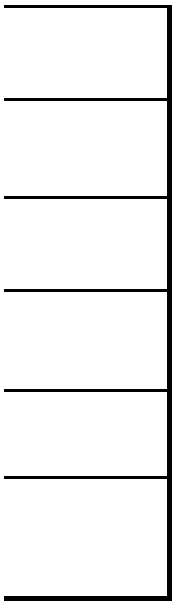
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2 Yard, As Needed	9346	1			9346		$60.89	
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3 Yard, As Needed	9342	1			9342	$91.34		
3 Yard, As Needed	9347	1			9347		$60.89	
4 Yard, As Needed	2485	1		$24.36	2485			
4 Yard, As Needed	9343	1			9343	$91.34		
4 Yard, As Needed	9348	1			9348		$60.89	
6 Yard, As Needed	2491	1		$24.36	2491			
6 Yard, As Needed	9344	1			9344	$91.34		
6 Yard, As Needed	9349	1			9349		$60.89	
8 Yard, As Needed	2497	1		$24.36	2497			
8 Yard, As Needed	9345	1			9345	$91.34		

8 Yard, As Needed	9350	1			9350		$60.89	

ROLL-OFF DUMPSTERS AS NEEDED	County ID	Qty	Rent per Day		County ID	Delivery Fee	Haul Rate*	Hazard Waste (chem)
20 Yard, As Needed, Qty 1	7645	1	$3.05		7645			
20 Yard, As Needed,Delivery Fee	2515	1			2515	$121.79		
20 Yard, As Needed,Haul Rate	2516	1			2516		$426.24	
20 Yard, As Needed,Special Waste	2518	1			2518			$0.00
30 Yard, As Needed, Qty 1	7646	1	$3.05		7646			
30 Yard, As Needed, Delivery Fee	2521	1			2521	$121.79		
30 Yard, As Needed,Haul Rate	2522	1			2522		$487.13	
30 Yard, As Needed,Special Waste	2524	1			2524			$0.00
40 Yard, As Needed, Qty 1	7647	1	$3.05		7647			
40 Yard, As Needed,Delivery Fee	2527	1			2527	$121.79		
40 Yard, As Needed,Haul Rate	2528	1			2528		$620.74	
40 Yard, As Needed, Special Waste	2530	1			2530			
EMERGENCY DISASTER AS NEEDED			Rent per Day Roll-Off	Rent per Month Roll-Off		Port-A-Can Service 1 x Week	Port-A-Can Service 2 x Week	Haul Rate
40 Yard Roll-off, for emergency disaster, as needed (INCLUDES 5 PORT-A-CANS)*	Upon Request	1 Lot	$3.88	$116.46	Upon Request	$0.00	$0.00	$626.68
*40 Yard Roll-Off filled with Port-A-Cans, for emergency disaster, as needed	Upon Request	1 Lot	$3.88	$116.46	Upon Request	$0.00	$0.00	$626.68

per Month
1.91



per Month



Special Waste (cresote)
$0.00
$0.00
$0.00
Final Pull
$626.68
$626.86

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.12. **2/24/2026**

Award RFP #26-16 Asbestos Consulting and Monitoring Services

Upon recommendation by the evaluation committee, award “RFP #26-16 Asbestos Consulting and Monitoring Services” to the highest ranked vendor Turnstone EH&S Inc. of Houston Texas, who submitted the best evaluated offer meeting our specifications and scope of work, as per the attached.

In addition, the procurement will utilize funds from Facilities Management’s approved fiscal year budget.

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

ITB #26-16 Award Summary

A total of two hundred and ninety-nine (299) vendors were notified of the solicitation, which was posted in the Bonfire electronic procurement portal, as well as posted on the Electronic Business Daily (ESBD) website and advertised in the Facts. There were sixty-three (63) document takers resulting in eleven (11) submissions, none of which were non-responsive.

Per the recommendation of the evaluation committee, approval to award RFP #26-16 Asbestos Consulting and Monitoring Services" to the highest ranked vendor, Turnstone EH&S Inc., of Houston, Texas, who submitted the best evaluated offer meeting our specifications and scope of work, as per the attached pricing.

Evaluation Committee
William Lassiter, Facilities Management
Gerald Hendrick, Facilities Management
Chad Davenport, Parks Department
Chad Jones, Sheriff's Office
Curtis Fitzgerald, Safety Coordinator
Ryan Erickson, District Attorney's Office (non-voting member)
Natasha Stulberg, Purchasing Department (non-voting member)

26-16 - Asbestos Consulting and Monitoring Services

Scoring Summary

Active Submissions

	Total	Price	Qualifications	Technical Approach	References
Supplier	/ 100 pts	/ 30 pts	/ 30 pts	/ 30 pts	/ 10 pts
Turnstone EH&S, Inc	82.36	25.16	25	24.8	7.4
Honesty Environmental Services	82	23.6	24.8	25.8	7.8
EFI Global. Inc.	80.68	23.48	24	26	7.2
UES	77.76	14.76	27.6	27.4	8
Separation System Consultants, Inc.	77.52	17.92	26.2	26	7.4
Terracon Consultants, Inc.	76.96	14.16	27.8	27.2	7.8
ESE Partners	76.84	12.04	27.6	28	9.2
PROFESSIONAL SERVICE INDUSTRIES. INC	74.28	15.08	25.8	25.8	7.6
Ferkam Management Corporation	72.48	20.68	21.6	25	5.2
Terra Nova Consulting, Inc.	70.4	20	21.8	22.2	6.4
Phase Engineering, LLC.	51.04	14.84	17.8	16.4	2

RFP #26-16 ATTACHMENT A - BID TABLE	
DESCRIPTION	**Price Per Hour**
Absestos Consultant	
4 hour project	$65 x 4hrs = $260
8 hour project	$65 x 8hrs = $520
12 hour project	$65 x 12hrs = $780
	Flat Fee
Trip Charge (Round Trip)	$150.00
Asbestos Inspections	**Price**
Hourly Rate	$60.00
Lab Fees	$30.00
Base Sample	$15.00
Personal Sample	$15.00
Clearance Sample	$25.00
	Flat Fee
Trip Charge (Round Trip)	$150.00

1bellevuecrecm@gmail.com
acameron@protectusa.net
accounting@crownrestoration.com
adam@prenvirousa.com
afinger@gifservices.net
ageorge@focusbusinessinc.com
ahayford@go1priority.com
AJMOLDINSPECTIONS@gmail.com
albertogcllc@gmail.com
alecf@cecienvironmental.com
alex.mebrahtu@aptim.com
alfredtaylor@aj-e.com
amandatalley@arcabatement.com
amarcon@incontroltech.com
amassey@ttlusa.com
anna.whiting@ttlusa.com
apaterson@erc-tx.com
areed@kingcompanies.net
arloenv@gmail.com
ashley@breezydayllc.com
astex@astexinc.com
barganier@lcaenvironmental.com
bbuescher@blackbullcg.com
bbuffin.ptr247@gmail.com
bcizek@allenenviro.com
bholman@occupationalsafetysolutions.com
bill.jatzlau@cottonteam.com
blessedservicesllc1@gmail.com
bmeikle@teamues.com
bochopp@coverallmgmt.com
bonniesol@borderdemo-enviro.com
bowiebuiltcorp@hotmail.com
brent@ccpes.net
brian@terrapointenv.com
bruce@omegacommercialflooring.com
bryce@ecs-asbestos.com
c.lacombe@lamarcontractors.com
caldwellesolutions@gmail.com
Candace.miles@outlook.com
carlton.catalani@axisindustries.com
Castellano@aztecadesigns.com
cbazbaz@lanterra.com
cclark@elogicinc.net
cdougherty@dsei.com
celeste@ceectx.com
CentralDivBD@kleinfelder.com
cgarza@featherandmane.com
chad@jdincorp.com
chester@marc3llc.com
chris.felan@platinumenv.com
Cj@esepartners.com
cmmarin@ambiotec.com
colekut4@gmail.com
commercial@moldtx.com
cornelius.crockett@OneAtlas.com
cpeach@incontroltech.com
crystal@llanowaste.com
cs@1stconstructiontrades.com
customerservice@aocenviro.net
customerservice@ptr247.com
cynthia.achecarjusto@intertek.com
Dalia.headstrong@gmail.com
dalia@headstrongenv.com
DAVIDM@MESH-CONSULTS.COM
davidnelson@arcabatement.com
dbowden@ensolum.com
dekd@dekdenvironmental.com
demetrius@dtechit.net
derrickm@eartheng.com
dhodder@aldacor.com
Diana@rndicompanies.com
dillon.james@firstonsite.com
dmacmillan@adt.com
dnolan@sciengineering.com
doug.carvel@mecx.net
droblesjr@demcon.net
dshepard@macomp.com
Dwain@aarinc.net
ed@lakehouse.com
edensmore@redriverremediation.com
egallagher@semsinc.net
ElizabethH@Phaseengineering.com
encon.admin@enconinternational.com
enviroserv@sbcglobal.net
epindustrial@thebrm.biz
est2@abcrestoration.com
estimating@gideonusa.com
fernandoa@edrs-inc.com
fmartinez@ifoam.com
francesco@servproheb.com
frank@esepartners.com
galaxyehss@gmail.com
gchampion@c-eci.com
gdmmorgan@gmail.com
ggrissom@sciengineering.com
gluther@calicheltd.com
gmorgan@sisk-robb.com
Googallionaires@yahoo.com
gpace@pacebc.com
gpena@emanuelent.com
greg@fernenvironmental.com
haas@ttpcontracting.com
haley.stark@fercamgroup.com
hdeleon@construxcontracting.com
heidi@moldtx.com
hhorner@iecinc.net
hildaq@qnadiversified.com
howard.lyons@aecom.com
hrabah@bamcontractors.com
hurdexquisite@gmail.com
ibm1@Multi-Lynx.com
info-marketing@halff.com
info@ablabs.com
info@all-outconstruction.com
info@crgtexas.com
Info@dcgenvironmental.com
info@endavantllc.com
info@featherandmane.com
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info@mattolibuilders.com
info@moldlab.com
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info@pacific-environmental.com
info@summitpublicoperations.com
info@theburrellgroup.net
info@v-teches.com
invoices@dieselbuild.com
iveloz-mason@mfh-corp.com
jack.marshall@intertek.com
Jackm@onereefllc.com
jamal@cultivatorsenterprises.com
jarmstrong@rkci.com
jasmine@jasmineengineering.com
jason@esepartners.com
jbauer@teamues.com

jbayles@hntb.com
jcanon@envirohazsolutions.com
jdougherty@dsei.com
jed@inlandenvironments.com
jedwards@erc-tx.com
jeffzunker@astexinc.com
jennifer.birkhead@aocenviro.net
jennifer.day@farmereg.com
jennrand@outlook.com
jeremy@honestyenvironmental.com
jessica.long@e-ht.com
jgrace@redriverremediation.com
jgriffin@allpointsenviro.com
jhassoldt@kingcompanies.net
jheard@713ESI.com
jjohnson@targusassociates.com
jlincoln@talonlpe.com
jnewman@cavalryconstruction.com
joe@esepartners.com
joeb@edrs-inc.com
jon@kmacsa.com
jordan.hibbs@e-ht.com
joylee@gebco.org
jroth@arlosbuilt.com
jspence@incontroltech.com
jsunderwala@ninyoandmoore.com
jt.torres8@outlook.com
justin.stellflug@wsp.com
jvarrelman@spray-eri.com
jwaller@ensafe.com
jwood@baereng.com
kamal@honestyenvironmental.com
karen@intercon-environmental.com
kbrandon@teamues.com
kdiaz@snyderenvironmental.com
kdraper@kingcompanies.net
keenan.robinson@rainbowrestores.com
keyinfo@key-htx.com
kgirton@vertexeng.com
kimcredeur@kbenvironmental.com
kkilgore@thompsonengineering.com
klward@terracon.com
kristin.clark@Stantec.com
kristin.morton@moodylabs.com
kristy@allpointsenviro.com
kylie.vanover@greenworksinspections.com
lacuna@scaitc.com
ladyofconstruction@gmail.com
lance.crabtree@terracon.com
Larri.erstad@terracon.com
larry@ericonsulting.com
latisha.strong@texconsulting.net
lbelcher@braunintertec.com
lduty@e-labdc.com
leads@wittobriens.com
lina.jazi@ternov.com
lrossell@alphaabatementsolutions.com
lstrauss@langan.com
luib@arkoseinc.com
luis.hernandez@turnstoneehs.com
lwhite@trccompanies.com
marc.barrera@WSP.com
maria@aandmenvironmental.com
mark@argusenvironmental.com
MARK@BRADYENVIRONMENTAL.COM
mark@wellsgroup.us
Martin@honestyenvironmental.com
Martin@Trtpros.com
maryann@lcaenvironmental.com
mbutler@sogardsolutions.com
mcngantcha@gmail.com
meagann@cleanenvironments.com
mfontenot@cypressec.com
michael.bourne@bpecs.com
michael.davis@davis4business.com
michael.lane@ghd.com
michael@g-aenvironmental.com
mick@g-aenvironmental.com
mkirkpatrick@r2meng.com
mshafiq@rouxinc.com
msolis@tasman-geo.com
myles.bennett@ablabs.com
NAEEM@CONSORTIUM-ENGINEERS.COM
nasser@enviqtx.com
NCampbell@aandmengineering.com
nellis@broadbentinc.com
nelsonf@phoenixpollution.com
nubia@crgtexas.com
oaluko@roycomark.com
odf3@mckenzieconst.com
office@cactusabatement.net
ojore@theburrellgroup.net
outlawridgeconstruction@gmail.com
Patricia@mcbenvironmental.com
paul.machart@abatix.com
paul@becenviro.com
pdehlinger@austinenv.com
pfg@pfg-usa.com
pfortson@braunintertec.com
pfrederick@langan.com
pgomez@geollc.com
preddy73748@gmail.com
r.fahy@edenx-geo.com
randall@aarinc.net
randy@all-prodemolition.com
rconcha@esscogroup.org
rdfranks@tgeresources.com
renewalglobalexchange@gmail.com
rey.clavel@regenco-wholesale.com
rey.T@unearthteam.com
RFP@envirophase.com
rguerrero@tecdallas.com
richard@lonestarhazmat.com
rjpastrano@bec-inc.com
rorgan@forge-services.com
rparra@lpscientific.com
rvarnell@trccompanies.com
ryanhogan@cotechirm.com
s.green@geostrata.com
saira@sairaconstruction.com
sales_inquiries@signaturescience.com
scoshllc@gmail.com
scott.leafe@skaconsulting.com
seanr@cleanenvironments.com
shannon@svm-services.com
shaun.midtex@gmail.com
sheila.schumer@stonewaterinc.com
sheri.demattia@rs1967.com
shines@dcgenvironmental.com
sjacobi@arsgem.com
smart@tasb.org
sophia.shaw@tetratech.com
squareandleveldfw@gmail.com
squdsi@aqss-usa.com
ssci@sscienvironmental.com

swilliams@envirotestllc.com
swprequals@ecslimited.com
tbosher@lonestar-environmental.com
tcastanie@astellc.com
tellest@swbell.net
thecker@phenvirotechs.com
tiffany.yates@terracon.com
tim@etechenv.com
tkasnavia@pikainc.com
tli@tlienv.com
tnramon@ramondemolition.com
tom@hpenvirovision.com
tori@kingcompanies.net
tracy@phaseengineering.com
tsonsteng@sciengineering.com
tstrimple@servpro9731.com
vcintron@sitekomni.com
venesa@abacusenvironment.com
Vernon@coastalbenddemolition.com
vlongoria@agcm.com
wchampion@c-eci.com
wilson@wilsonthermal.com
wwallace@frontierdevelopmentinc.com
YellowDog@YDConstructionLLC.com
yinka@qrsystems.com
zac.ford@atirestoration.com
zappa@envirotexcs.com
zrayburn@earthsys.net
zunogu@ecslimited.com

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.13. **2/24/2026**

Sole Source for Priority Dispatch Corp - ProQA

Grant an exemption from competitive bidding requirements, according to exemptions allowed under Texas Local Government Code 262.027(a)(7)(A) and accept the attached signed Sole Source Justification from the Sheriff's Office for the purchase of Medical Priority Consultants, Inc. dba Priority Dispatch, of Salt Lake City, Utah, ProQA Software, per the attached proposal, for a not to exceed amount of $299,047.00.

The purchase will be paid for utilizing the Sheriff's Office budgeted funds for Fiscal Year 2026.

Further, upon final review by the District Attorney's Office - Civil Division, 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.

Quote

Priority Dispatch Corp.

110 Regent Street, Suite 500
Salt Lake City, UT 84111
USA
www.prioritydispatch.net
Prepared By: Jon Noel
Phone: (800) 363-9127
Direct: 385-355-0435
Email: jon.noel@prioritydispatch.net

Agency:	Brazoria County Sheriff's office
Agency ID #:	27455
Quote #:	Q-79130
Date:	1/21/2026
Offer Valid Through:	3/31/2026
Payment Terms:	Net 30
Currency:	U.S. Dollar

Bill To:
Brazoria County Sheriff's office
3602 CR 45
Angleton, Texas 77515
United States

Ship To:
Brazoria County Sheriff's office
3602 CR 45
Angleton, Texas 77515
United States

Product	Discipline	Qty	Amount
ProQA Production/Live License **Automated calltaking software**	Medical;Fire	8.00	USD 74,800.00
ProQA Backup/Test License **Backup Software Licenses Offsite, backup location software**	Medical;Fire	2.00	USD 3,300.00
ProQA Training License **Training Software Licenses Training, non-live calltaking software**	Medical;Fire	2.00	USD 7,425.00
AQUA Case Review Software **Quality Assurance (case review) software base engine and discipline module**	Medical;Fire	1.00	USD 5,500.00
Xlerator Client Server Suite		1.00	USD 3,850.00
Priority Dispatch Protocol Cardset **Licensed manual protocol set for backup**	Medical;Fire	8.00	USD 8,720.00
Protocol Pilot Guide Printed **For resource, QA/QI, and training reference.**	Medical;Fire	4.00	USD 2,388.00
Certification Training On-Site (Per) **Protocol Training and Certification Materials, tuition and certification**	Medical;Fire	30.00	USD 25,500.00
Certification Training ED-Q On-site (Per) **Materials, tuition and certification (2 days, 16 hours)**	Medical;Fire	4.00	USD 7,860.00
ProQA Software Training Remote **Per person cost for four hours of ProQA software training completed in a virtual, instructor-led environment**	Medical;Fire	30.00	USD 10,740.00
AQUA Software Training Remote **Per person cost for a 6 hour course completed in a virtual, instructor-led environment**		4.00	USD 916.00
System Administration Training Remote - **Per person cost for training for center management detailing program configuration and customization options, completed in a virtual, instructor-led environment**		2.00	USD 458.00
ProQA & AQUA Reports Training Remote - **(4 hours) for administrators, managers and supervisors on ProQA and AQUA reporting functions**		4.00	USD 716.00

Quote

Priority Dispatch Corp.

Product	Discipline	Qty	Amount
Implementation Support **Implementation support and quality management program development**	Medical;Fire	1.00	USD 48,000.00
Q Plus **Expert case review and reporting. Subscription auto-renews without written cancellation**	Medical	936.00	USD 24,336.00
Q Plus **Expert case review and reporting. Subscription auto-renews without written cancellation**	Fire	728.00	USD 18,928.00
Protocol 41: Caller in Crisis Training **Four-Hour Self-Paced Training.**		30.00	USD 2,970.00
Active Assailant Training On-Site		30.00	USD 3,300.00
Academy Analytics Dashboard - Tier 3: 1-25 **Near-real-time, online dashboard and analytics tool for ProQA, powered by FirstWatch**		1.00	USD 5,000.00
ACE Accreditation New Application **IAED fee for accreditation**	Medical;Fire	1.00	USD 4,500.00
ONE Plan Maintenance Package **System License Renewal, Services & Support**	Medical;Fire	1.00	USD 33,900.00
		Implementation and Year 1 Maintenance TOTAL:	USD 299,047.00

Product	Discipline	Qty	Amount
ONE Plan Maintenance Package **System License Renewal, Services & Support**	Medical;Fire	1.00	USD 87,164.00
		Year 2 - All Renewals, Training, Q-Plus TOTAL:	USD 87,164.00

Product	Discipline	Qty	Amount
ONE Plan Maintenance Package **System License Renewal, Services & Support**	Medical;Fire	1.00	USD 87,164.00
		Year 3 - All Renewals, Training, Q-Plus TOTAL:	USD 87,164.00

Product	Discipline	Qty	Amount
ONE Plan Maintenance Package **System License Renewal, Services & Support**	Medical;Fire	1.00	USD 87,164.00
		Year 4 - All Renewals, Training, Q-Plus TOTAL:	USD 87,164.00

Quote

Priority Dispatch Corp.

Product	Discipline	Qty	Amount
ONE Plan Maintenance Package **System License Renewal, Services & Support**	Medical;Fire	1.00	USD 87,164.00
		Year 5 - All Renewals, Training, Q-Plus TOTAL:	USD 87,164.00

Subtotal	**USD 299,047.00**
Discount	**USD 1,911.00**
Total	**USD 299,047.00**

Customer Signature:		**Date:**	
Customer Name:		**Purchase Order ID:**	
Expiration Date:			

Terms and Conditions

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: https://prioritydispatch.net/licensing/

JUSTIFICATION FOR PROPRIETARY
OR NON-COMPETITIVE PURCHASE

DATE: 11/5/2025

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:

A Single Source purchasing method should be utilized as the product or service is required for compatibility with existing equipment, supplies, or services.

IAED Priority Dispatch is a worldwide organization across 46 countries that provides 9-1-1 Call Takers protocol guidance through complex medical & fire calls for service. It is imperative that we purchase this protocol system, due to its ability to assign an appropriate dispatch determinant code, that aids in a customizable response assignment for Fire/EMS in our CAD system. With these determinant codes, first responders will know whether to respond "hot" (lights & siren) or "cold" (no lights & siren) dependent on assigned determinant code. This system is proven in protecting and preserving the safety of the residents of the county.

IAED Priority Dispatch is the only dispatch protocol system that will reliably integrate out of the box with both the Brazoria County Sheriff's Office current Central Square CAD and the Motorola PremierOne CAD to which the Sheriff's Office will be switching in October 2026.

It is essential that a dispatch protocol system reliably integrate with the applicable computer aided dispatch (CAD) software. The Sheriff's Office will be joining the CAD Consortium currently utilized by surrounding agencies which could assist with calls if the County had an outage.

Brazoria County has investigated both PowerPhone Total Response Protocols and APCO Guidecards, the other available dispatch protocol systems, and neither can guarantee immediate compatibility with either Central Square CAD or Motorola PremierOne CAD.

_____ _____
DEPARTMENT HEAD DATE

_____ _____
PURCHASING DIRECTOR DATE

PRIORITY DISPATCH SYSTEM® ("PDS®")

End-User License Agreement (EULA)

Electronic-Acceptance Software License & Service Agreement

PLEASE READ CAREFULLY THE ACCOMPANYING TERMS AND CONDITIONS OF THIS LICENSE & SERVICE AGREEMENT BEFORE PROCEEDING TO INSTALL THE SOFTWARE OR USE THE SERVICES PROVIDED WITH AND SUBJECT TO THIS AGREEMENT.

INSTALLING OR USING ANY OF THE SOFTWARE OR SERVICES CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

IF YOU DO NOT AGREE TO ACCEPT THEM, YOU MAY RETURN THE SOFTWARE AND ACCOMPANYING DOCUMENTATION OR CEASE USING THE SERVICES WITHIN 10 DAYS AFTER YOUR RECEIPT THEREOF, FOR A REFUND OF ANY NEW FEES YOU HAVE PAID FOR THIS PARTICULAR UPDATE, UPGRADE AND/OR NEW LICENSE

ELECTRONIC-ACCEPTANCE:

The person accepting this Agreement for the Client represents that

(1) they are duly authorized to do so for and on behalf of the Client; and

(2) the Client understands and agrees to be bound by the terms and conditions of this Agreement.

1. Software means the Priority Dispatch System® ("*PDS®*") software, content, hard-copy flip cards, and Documentation that you receive from PDC in connection with this Agreement and as further identified in Customer's invoice or quote from PDC. Documentation means any and all manuals, instructions and other documents or materials that PDC provides or makes available to Customer in any form or medium in relation to the Software. Whenever the context reasonably permits, any reference in this Agreement to "Software" shall also apply to the PDS® and to the Documentation, which together comprise the Licensed Product. Except as provided below, in the section entitled "Limited Software Warranty," any Updates to the Software received by you from PDC shall be included in this definition of Software and covered by this Agreement. User rights to the Software are obtained only from PDC, by license agreement with PDC, and you do not have the right to share, distribute, publish, make available for interface or otherwise disseminate the Software or License Product to third parties.

2. A PDC Product. The Software (including its content) and any and all copies thereof and derivatives or variations therefrom are owned by PDC or its Licensor(s) (altogether "PDC"). You acknowledge that PDC owns the copyrights, patent rights, trade secrets, trademarks and other intellectual property rights in and to the Software. License fees purchase only the limited License provided in this Agreement. You agree not to infringe upon, or allow third parties to infringe upon or have unauthorized use of, any of these exclusive intellectual property rights of PDC and that you will not attempt, or allow others to attempt, to record or register any of them for any party. Copies of the Software are loaned to you by PDC for the duration of the License only, and only for the purpose of enabling you to exercise your License rights (see also, section entitled "Termination").

3. Stations, Licensed Stations, Number of Licensed Stations.

a. "Stations" refers to any computers, terminals, nodes, computer-aided dispatch stations, workstations, or any similar setup that are in your possession or control and on which call-takers or dispatchers perform their work, including use of the Software. Stations are physical or virtual hardware systems capable of operating the Software but are not necessarily licensed to do.

b. "Licenses" refer to the specific rights you have obtained to use the Software by paying the required License Fee to PDC. You are only authorized to concurrently use and access up to the maximum number of Licenses that have been paid for under this Agreement. Although you may have multiple Stations capable of running the Software, you are only allowed to use the Software on as many Stations as the maximum number of Licenses you have purchased.

c. "Training Stations" are specific Stations that may access the Software solely for the purpose of training personnel in the use of the Software's call-center or dispatch functions. Training Stations are not permitted to handle real or live call activity and do not count toward the number of Licenses.

d. "Backup Stations" are specific Stations designated exclusively for emergency or contingency purposes. These Stations may

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For a complete and updated list of patents, copyrights, and intellectual property rights licensed by this EULA, please go to https://prioritydispatch.net/en/intellectual-property

access the Software only when Stations are rendered inoperable. Backup Stations must be configured to remain non-operational under normal conditions and shall not be used concurrently with Licenses. Backup Stations are not included in the Number of Licenses but require a separate designation and are only licensed for limited, non-concurrent use.

4. License of Software. PDC grants to Customer a revocable, non-exclusive, non-transferable, non-sublicensable limited license (the "License") to use the Software on Licensed Stations, Training Stations, or Backup Stations. This License also authorizes you to use the Documentation, but only in connection with your licensed use of the Software. The Term of the License begins on the date you receive the Software and accept this Agreement. Rights not expressly granted to you under this Agreement are reserved by PDC.

5. License Fee. You shall pay PDC the License Fee specified in your invoice from PDC when the License is purchased, and the Extended Service Plan (ESP) fee annually thereafter. Any increase in the Number of Licensed Stations will require the payment of additional license fees to PDC at its then-current rate for incremental Licensed Stations for the Software.

6. Copies & Use. You may only copy Software for reasonable archival or back-up purposes. All trademark, copyright and proprietary rights notices must be reproduced by you and included on all copies. U.S. law, international law and treaties, and this Agreement all prohibit you from (a) making any other copies, derivatives, or variations of the Software, system protocols, or anything in the PDS®; (b) making any use of the Software in any manner not licensed by this Agreement; or (c) allowing third parties to use, copy, or otherwise access the Software or License Products.

7. Use and Protection of the Licensed Product(s) and PDS. You are not entitled to receive any source code for the Software. Without PDC's express, prior written permission, *you shall not:* (*a) decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or trade secrets of the Software, or alter the Software or create any derivative work or product based upon, or derived from the PDS, Software or Documentation; or (b) transfer, disclose, rent, lease, loan, publicly display, adapt, timeshare, sublicense, duplicate, distribute, translate, modify, or alter the Software or any copy thereof, including, without limitation, any deletion from or addition to the Software, or allow third party access to or use of the Software or any copy thereof in any manner; or (c) use the Software in any way not specifically provided under this license; or (d) allow third parties to do the same, whether or not in your behalf*. Modification of the Software by implementing Updates provided by PDC under this Agreement, and by the addition of local response configurations to PDS dispatch codes (as noted elsewhere in this Agreement) are not in breach of this section. You acknowledge that a material breach of this Agreement would provide PDC the option to terminate this License and/or withhold Service and Support and would also cause irreparable harm to PDC that could not be adequately compensated by damages alone. Consequently, PDC may seek to obtain, without posting any bond or providing any other security, immediate preliminary and permanent injunctions against a material breach or threatened breach of the Agreement or infringement of intellectual property rights, in addition to any and all other legal and equitable remedies available, and you hereby consent to the obtaining of such injunctive relief. In addition to other remedies that may be available to PDC, PDC shall be entitled to recover any profits made by you, or third parties affiliated with you, as a result of the breach of this Agreement or the infringement of its intellectual property. Any derivative product, whether created knowingly or unknowingly, shall be the property of PDC.

8. Cloud Services.

a. Cloud Services. PDC may provide or make available online or through another hosted environment the Software or other products, services, or platforms (collectively, "**Cloud Services**") pursuant to a purchase order or other agreement between PDC and Customer.

b. Access and Use.

(i) *Provision of Access*. Subject to the terms and conditions of this Agreement, PDC hereby grants Customer a revocable, non- exclusive, non-transferable, non-sublicensable, limited right to access and use the Cloud Services during the term (the "**Term**") set out in the applicable agreement between Customer and PDC (the "**Customer Agreement**") solely for Customer's internal business operations by Authorized Users in accordance with the terms and conditions herein. PDC shall provide you the necessary passwords and access credentials to allow you to access the Cloud Services. "**Authorized User**" means Customer and its employees, consultants, contractors, or agents who are authorized by Customer to access and use the Cloud Services under the rights granted to Customer pursuant to this EULA or any underlying Customer Agreement.

(ii) *Documentation License*. Subject to the terms and conditions contained in this Agreement, or as otherwise stipulated in a Customer Agreement, PDC hereby grants Customer a non-exclusive, non-sublicensable, non-transferable license for Authorized Users to use any user manuals, handbooks, guides relating to the Cloud Services provided by PDC to Customer either electronically or in hard copy form, and end-user documentation relating to the Cloud Services during the Term solely for Customer's internal business purposes in connection with use of the Cloud Services.

(iii) *Use Restrictions*. Customer shall not use, nor allow any Authorized Users or third parties to use, permit, or access, the Cloud Services, any software component of the Cloud Services, or Documentation for any purposes beyond the scope of the access granted in this EULA or the applicable Customer Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Cloud Services, any software component of the Cloud Services, or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Cloud Services or Documentation except as expressly permitted under this Agreement; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Cloud Services, in whole or in part; (iv) remove any proprietary notices from the Cloud Services or Documentation; or (v) use the Cloud Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule.

9. **Artificial Intelligence (AI) Technology**. Customer is absolutely prohibited from using, or allowing any vendor, supplier, contractor, agent, or employee of Customer to use for itself or in Customer's behalf, any technology which purpose is to apply any kind of artificial intelligence analysis to Licensed Products, Confidential Information, or any intellectual property of PDC or the IAED.

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a. Should Customer learn that Confidential Information, Licensed Product, or any data, content, or intellectual property of PDC or IAED has been used in or with AI Technology without PDC permission, Customer shall immediately notify PDC in writing and shall inform PDC of the AI Technology or services being contracted by Customer and identify the supplier, contractor, or vendor of such technology. In the event of any such use or disclosure, PDC or IAED may, in its sole discretion, deny the use of AI technology in the performance of the Agreement or terminate this Agreement immediately and without any liability or duty beyond that compensation for goods or services already provided. Customer shall fully indemnify and hold PDC and IAED harmless from all claims, losses, or damages related to Customer's use of AI Technology.
b. The following materials are considered protected Intellectual Property of IAED, PDC and PSI and may not utilized, directly or indirectly in the training or development of AI Technologies. Intellectual Property includes but is not limited to protocols, training curriculum, seminars, case transcripts, case review methods, Quality Performance Review standards and/or scoring process, manuals, textbooks, update guides, CDE material, training exercises, and feedback methods.
c. For purposes of this Agreement, AI Technology means any artificial intelligence capable of or enables machine learning capabilities, including, but not limited to, Reactive AI, Limited Memory AI, Generative AI, Predictive AI, Computer Visions AI, Conversational AI and/or Learning Language Models; and includes any software, service, application, or platform that processes, involves, has access to, is exposed to, utilizes, generates, learns, stores, adopts, copies, modifies, impacts, or potentially impacts Confidential Information or any intellectual property, data, systems, goods, services, or products of PDC or IAED.

10. Extended Service Plan. This Agreement includes and incorporates the accompanying Extended Service Plan (ESP) agreement as set forth below.

11. Taxes. Any sales, use, withholding and other taxes, duties or government assessments relating to this Agreement or the License, or to the payments or transactions hereunder, shall be paid by you, in addition to all other specific payments required to be made by you under this Agreement. If any taxes or amounts are withheld or deducted by any government or authority from any license fees or payments to PDC, you shall be obligated to pay the taxes or amounts withheld or deducted so that the license fees and payments received by PDC are the full amounts contemplated by this Agreement before such withholding or deduction. If necessary, the license fees and amounts shall be increased ("grossed up") so that the license fees and payments actually received by PDC after such withholding and deductions are the full amounts. This section does not apply to U.S. federal or state taxes that may be imposed upon PDC based on net corporate income.

12. Use of Software; Updates. You may only use the Software in compliance with this Agreement and the Documentation. PDC periodically issues Updates or revisions to the Software that include updates and inclusion of the most current system protocols developed and issued by the International Academies of Emergency Dispatch (IAED), and may issue bulletins or advisories concerning use of the Software (see also, "Updates" in the ESP). Failure to implement such PDC-provided Updates or revisions within 90 days of PDC providing them will constitute a breach of this Agreement, giving PDC the right to terminate the License for cause and/or to withhold further Service and Support, and you hereby agree to indemnify and hold PDC and the IAED harmless from and against any damages and liabilities that may arise from failure on your part to implement such Updates (see also, ESP Section titled "Unsafe Practices"). Updates to the Software received by you from PDC shall be covered as "Software" under this Agreement, as provided above, in the section of this Agreement entitled "Software." An exception to this general rule is provided immediately below with respect to refunds, in the section entitled "Limited Software Warranty."

13. Limited Software Warranty. PDC warrants that if the Software does not materially conform with its descriptions in the Documentation and PDC's published specifications, and if you report the specifics in writing to PDC within 30 days after delivery of the Software to you any material failure of the Software to so conform with the Documentation or specifications, then PDC will, at its sole option, and at no cost to you, either: *(a) remedy the failure or provide a reasonable work-around solution; or (b) offer to refund License Fees and any pre-paid fees for ESP that have been received by PDC for the non-conforming Software*. The refund offer does not apply to free Software Updates provided by PDC under this Agreement. If a refund is offered, you will have 20 days from the date of the offer to either accept the refund or accept the Software "as-is." If you elect to accept the Software as-is, then PDC's warranties will be deemed satisfied, and this Agreement will not terminate. If you accept the refund offer, you must return the Software to PDC within 20 days of the date of the offer; the License will terminate; and you must certify in writing to PDC that you have not retained in your possession or control, any copies of the Software and/or any printed copies or facsimiles of same and that you have not transferred or disclosed any Software to any third party. Then PDC will refund the License Fee and any prepaid ESP Fees received by PDC from you hereunder. THIS SHALL BE YOUR SOLE AND EXLUSIVE REMEDY AND PDC'S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO ANY BREACH OF THIS WARRANTY.

14. Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, PDC may monitor Customer's use of the Cloud Services and collect, compile, use, and analyze data and information related to Customer's use of the Cloud Services to be used by PDC in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Cloud Services ("Aggregated Statistics"). As between PDC and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by PDC. You acknowledge that PDC may compile Aggregated Statistics based on Customer Data input into the Cloud Services. You agree that PDC may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

15. Reservation of Rights. PDC reserves all rights not expressly granted to Customer in this EULA or the applicable Customer

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Agreement. Except for the limited rights and licenses expressly granted under this Agreement or the applicable Customer Agreement nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Cloud Services, the Documentation, and all intellectual property provided to Customer or any other Authorized User in connection with the foregoing (the "PDC IP"). For the avoidance of doubt, PDC IP includes Aggregated Statistics and any information, data, or other content derived from PDC's monitoring of Customer's access to or use of the Cloud Services but does not include Customer Data. "Customer Data" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the Cloud Services.

16. Suspension. Notwithstanding anything to the contrary in this Agreement, PDC may temporarily suspend Customer's and any other Authorized User's access to any portion or all of the Cloud Services if: (i) PDC reasonably determines that (A) there is a threat or attack on any of the PDC IP; (B) Customer's or any other Authorized User's use of the PDC IP disrupts or poses a security risk to the PDC IP or to any other customer or vendor of PDC; (C) Customer or any other Authorized User is using the PDC IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) PDC's provision of the Cloud Services to Customer or any other Authorized User is prohibited by applicable law; (ii) any vendor of PDC has suspended or terminated PDC's access to or use of any third-party services or products required to enable Customer to access the Cloud Services; or (iii) in accordance with Section 5 (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). PDC shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Cloud Services following any Service Suspension. PDC shall use commercially reasonable efforts to resume providing access to the Cloud Services as soon as reasonably possible after the event giving rise to the Cloud Services Suspension is cured. PDC will have no liability for any damage, liabilities, losses (including any loss of or profits), or any other consequences that Customer or any other Authorized User may incur as a result of a Service Suspension.

17. Customer Responsibilities.

a. Account Use. Customer is responsible and liable for all uses of the Cloud Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Cloud Services and shall cause Authorized Users to comply with such provisions.

b. Customer Data. Customer hereby grants to PDC a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display anonymized and aggregated Customer Data and perform all acts with respect to the Customer Data as may be necessary for PDC to provide the Cloud Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics. Customer will ensure that Customer Data and any Authorized User's use of Customer Data will not violate any policy or terms referenced in or incorporated into this Agreement or any applicable law. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data.

c. Passwords and Access Credentials. Customer is responsible for keeping your passwords and access credentials associated with the Cloud Services confidential. Customer will not sell or transfer them to any other person or entity. Customer will promptly notify us about any unauthorized access to your passwords or access credentials.

d. Third-Party Products. The Cloud Services may permit access to Third-Party Products. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions presented to Customer for acceptance within the Cloud Services by website link or otherwise. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install, access, or use such Third-Party Products.

18. Intellectual Property Ownership; Feedback. As between the Parties, (a) PDC owns all right, title, and interest, including all intellectual property rights, in and to the Cloud Services and (b) Customer owns all right, title, and interest, including all intellectual property rights, in and to Customer Data. If Customer or any of its employees, contractors, or agents sends or transmits any communications or materials to PDC by mail, email, telephone, or otherwise, suggesting or recommending changes to the Cloud Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), PDC is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. All Feedback is and will be treated as non-confidential. Customer hereby assigns to PDC on its behalf, and shall cause Customer's employees, contractors, and agents to assign, all right, title, and interest in, and PDC is free to use, without any attribution or compensation to Customer or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although PDC is not required to use any Feedback.

19. Limited Warranty and Warranty Disclaimer. PDC warrants that it provides Cloud Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY TO, AND PDC STRICTLY DISCLAIMS, ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

a. Customer Warranty. Customer warrants that it owns all right, title, and interest, including all intellectual property rights, in and to Customer Data.

b. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SUBPART (i) ABOVE THE CLOUD SERVICES ARE PROVIDED "AS IS" AND PDC SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED,

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STATUTORY, OR OTHERWISE. PDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PDC MAKES NO WARRANTY OF ANY KIND THAT THE CLOUD SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

20. Inspection. PDC may, from time to time and at its own expense and option, and with your cooperation and permission, inspect your facilities, CAD systems, and records to audit your compliance with this Agreement. Although not obligated to do so, PDC may inform you of any improper, unauthorized or unsafe usage of the Software. If you are informed of any such misuse of the Software and fail to correct it to PDC's reasonable satisfaction within 30 days of written notice from PDC, then PDC may terminate the License. In addition, if you develop, market, or otherwise use a competing or alternative dispatch product, you expressly authorize PDC to enter your facilities to inspect and evaluate the competing or alternative product to determine if any of PDC's intellectual property or intellectual property rights are being violated. THIS CLAUSE SHALL REMAIN IN EFFECT BEYOND THE TERM OF THE CONTRACT AND/OR DECOMMISSION.

21. DISCLAIMER OF OTHER PDC WARRANTIES. PDC MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. EXCEPT FOR THE LIMITED WARRANTY, SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. PDC DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. PDC DOES NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION WILL SATISFY YOUR REQUIREMENTS OR THAT THEY ARE WITHOUT ERROR, OMISSION, DEFECT OR DEFICIENCY, OR THAT THE OPERATION OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

22. LIMITATION ON PDC LIABILITY. THE AGGREGATE LIABILITY OF PDC ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SOFTWARE, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER CONTRACT, WARRANTY, TORT, STRICT LIABILITY, MALPRACTICE, INDEMNITY, AND/OR OTHERWISE, AND WHETHER OR NOT ARISING IN WHOLE OR IN PART FROM PDC'S FAULT, NEGLIGENCE, STRICT LIABILITY, OR PRODUCT LIABILITY, SHALL NOT EXCEED THE AMOUNT OF THE SOFTWARE LICENSE FEE PAID BY YOU TO PDC DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM. PDC SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF PDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PDC SHALL NOT BE LIABLE TO ANY THIRD PARTY FOR ANY CLAIM, LIABILITY OR DAMAGES RESULTING FROM OR RELATING TO YOUR USE OF THE SOFTWARE OR ANY RELIANCE THEREON. PDC IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE SOFTWARE OR OTHER COMPUTER PROGRAMS, FAILURE OF THE SOFTWARE TO OPERATE WITHOUT INTERRUPTION, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, OR THE COST OF ANY SUBSTITUTE OR REPLACEMENT EQUIPMENT OR PROGRAM. THE OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES OF PDC AND IAEDARE NOT PARTIES TO THIS AGREEMENT AND SHALL HAVE NO LIABILITY RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER. EXCEPT FOR THE LIMITED WARRANTY, PDC MAKES NO WARRANTY CONCERNING THE SOFTWARE, AND PDC SHALL NOT OTHERWISE BE LIABLE FOR ANY NONCONFORMITY IN THE SOFTWARE OR IN THE PDS. FOR THE SAKE OF CLARIFICATION, IT IS UNDERSTOOD BY YOU THAT PDC DOES NOT GUARANTEE, NOR INDEMNIFY, NOR SHALL PDC HOLD ANY PARTY HARMLESS TO ANY USE OF OR RELIANCE UPON THE DISPATCH PROTOCOLS DATA AND LOGIC SYSTEMS CONTAINED IN THE SOFTWARE.

23. RESPONSIBILITY. IT IS YOUR RESPONSIBILITY TO EXAMINE AND TEST THE SOFTWARE AFTER IT IS DELIVERED TO YOU TO DETERMINE IF IT IS ACCEPTABLE TO YOU AND IS ADEQUATE AND SAFE FOR YOUR NEEDS AND USES. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR YOUR USE OF AND RELIANCE ON THE SOFTWARE. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE ESP, AND THAT THE LICENSE IS CONDITIONED ON YOUR REPRESENTATION TO PDC THAT YOU HAVE ACCEPTED AND AGREE TO BE BOUND BY THIS AGREEMENT AND THESE PROVISIONS AND DISCLAIMERS.

24. ALLOCATION OF RISK. THIS AGREEMENT DEFINES A MUTUALLY AGREED-UPON ALLOCATION OF RISK, AND THE FEES PAYABLE HEREUNDER REFLECT SUCH ALLOCATION OF RISK.

25. Termination. Either party may terminate this Agreement as set forth elsewhere herein or based upon a breach of this Agreement by the other Party which is not cured within 30 days of written notice thereof. This Section 17 shall not limit the relief, remedies, and damages to which the non-breaching party may be entitled. You may also terminate the Agreement by returning the Software to PDC at any time, subject to the decommission process below. No later than 15 days from any termination of the Agreement, you must cease using the Software and return it to PDC, together with any Software-related products provided to you by PDC hereunder and any copies created by you, and a written certificate that you have not retained or destroyed, and no longer control access to, any copies of any of the Software, and that you have not transferred or disclosed any of the same to any third party.

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a. Decommission Process. Decommissioning of the PDS can be very extensive. Customer must contact PDC at least 90 days before Customer plans to use an alternative dispatch product. At that point, PDC shall provide Customer with more detailed information regarding the decommission process. Part of the Decommission process will involve collecting all PDC intellectual Property and exporting PDS data in a format that will give Customer access to historical records. In order to successfully decommission the PDS, Customer understands that PDC will come on site at their location and Customer must provide a dedicated person (generally an I.T. person) to PDC to allow for the successful decommissioning of the PDS. After the decommission process, any PDC products, intellectual property, or materials found shall be immediately forwarded to PDC.

26. Disputes.

a. United States. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to the conflict of law's provisions thereof. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. Venue for all disputes arising out of or relating to this Agreement shall lie exclusively with the state and federal courts sitting in Salt Lake County, Utah, and Customer hereby consents and waives any objection to the jurisdiction of such courts for such disputes and waives personal service of any summons, complaint or other process and agrees that the service thereof may be made by certified or registered mail directed to it at the address listed in the Quote. The Party that prevails in any claim or any dispute arising out of or relating to this Agreement will be entitled to receive all reasonable costs and expenses associated with the prevailing claim, litigation or dispute, including, without limitation, attorneys' fees.

b. Outside of United States. If Customer is located outside the United States of America (including territories), this Agreement shall be construed in accordance with the laws of the State of Utah, United States of America. Any dispute or difference of any kind whatsoever arising out of or in connection with this Agreement, including any questions in connection with the existence, construction, interpretation, validity, termination, or implementation of this Agreement, shall be referred to and finally settled in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce then in effect. The arbitration shall occur in the United States of America. The arbitration tribunal shall be composed of three (3) arbitrators. The Parties each hereto shall be entitled to appoint one (1) arbitrator and the third arbitrator shall be selected by the other two arbitrators. The place of arbitration shall be in the United States of America, and the arbitrators shall apply the law of the State of Utah, United States of America to all issues in the dispute. The language to be used in any arbitration proceedings shall be English. Any award made by the arbitration tribunal shall be final and binding on the Parties and shall be enforceable in any country which is a signatory to the 1958 New York Convention. No arbitration of any dispute or difference shall commence unless the Parties have attempted in good faith to settle the same amicably within sixty (60) days after the date of a written notice of arbitration by one Party hereto to the other Party, which notice shall describe generally the nature of the dispute. The costs of arbitration shall be borne by the losing Party. The prevailing Party in any dispute arising out of or relating to this Agreement will be entitled to receive all reasonable expenses of litigation or dispute, including, without limitation, attorney fees. When any dispute occurs and when any dispute is under arbitration except for the matters under dispute, the Parties shall continue to fulfill their respective obligations (and shall be entitled to exercise their rights) under this Agreement.

27. Export Controls. You warrant and certify the Software will not be exported, re-exported, or otherwise made available by you to any country, entity, or individual in violation of this Agreement or any U.S. laws or regulations.

28. Assignment. You may not assign or in any way transfer the License, this Agreement, or your rights hereunder without the prior, written consent of PDC. PDC may assign or transfer this Agreement to any third party who acquires substantially all of its intellectual property in the Software.

29. Severability. In the event that any provision in the Agreement is invalid, unenforceable, or in conflict with applicable law, then such provision shall be construed, limited, and narrowed to the extent necessary to make the provision valid, enforceable, and in compliance with applicable law. This may include the incorporation of exceptions into the provision, if necessary. Other provisions of this Agreement shall not be affected thereby.

30. Government End Users. A "U.S. Government End User" shall mean any agency or entity of the government of the United States. The following shall apply if Licensee is a U.S. Government End User. The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein. The Software (including related documentation) is provided to U.S. Government End Users: *(a) only as a commercial end item; and (b) only pursuant to this Agreement.* With respect to end-users that are of any other government, similar conditions are likewise agreed upon between the parties, to the effect that Licensee hereby acknowledges that the Software constitutes a pre-existing commercial product developed at private expense and provided to Licensee only in accordance with the terms and conditions of this Agreement and that Customer has no rights not explicitly granted by PDC under this Agreement.

31. Force Majeure. Except for obligations to make payment, neither Party shall be liable to the other for any failure to perform its obligations due to any cause beyond its reasonable control.

32. Entire Agreement. This EULA *(a) represents the entire agreement between the Parties concerning its subject matter; (b) supersedes all prior communications, agreements, understandings, representations, and warranties relating to the subject matter of this Agreement; and (c) shall only be amended, cancelled, or rescinded by a writing signed by both Parties.* No one is authorized to modify this Agreement or make any warranty or representation or promise which is different than, or in addition to, the provisions, limited warranties, representations and promises specified in this Agreement. Any terms or conditions of any purchase order or other

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document submitted by you in connection with the Software or Documentation which are in addition to, different from or inconsistent with the terms and conditions of this Agreement are not binding on PDC and are ineffective and non-binding.

33. Construction. This Agreement represents the wording selected by the Parties to define their agreement and no rule of strict construction shall apply against either Party. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof.

34. Confidentiality. A party during the course of this Agreement may have access to or receive information regarding personnel, materials, data, systems, proprietary information/products, software programs, trade secrets, concepts, know-how, and other information which may not be accessible or generally known to the public. Any confidential or proprietary information/products received by one party from the other party shall be kept confidential and shall not be used, published, divulged, and distributed by the receiving party to any other person or entity without the prior written approval of the disclosing party.

Extended Service Plan ("ESP")

1. Extended Service Plans.

a. **Silver ESP**: Includes 24x7x365 technical support and Updates to the Software within the current version.

b. **Gold ESP**: Includes everything in the Silver package plus Upgrades to the Software and an annual subscription to the Continuing Dispatch Education Series/Advancement Series.

c. **Platinum ESP**: Includes everything in the Gold package plus updated QAGs (Quality Assurance Guides), updated FRGs (Field Responder Guides), Cardsets, and a number of annual site visits. Site visits can be IT, CDE, software training, QA support, ACE application support, or implementation help (the number of site visits is based on the number of Licensed Stations).

d. **NEMA or EMA** (National Enterprise Maintenance Agreement or Enterprise Maintenance Agreement). NEMA or EMA is available for certain countries, provinces, states, or organizations with multiple call-taking and dispatch centers. Please speak to your PDC representative for more information.

e. **ESP Miscellaneous**.

i. Client must register as described in Section 2 below.

ii. The annual ESP fees must be fully paid in advance. The ESP period is for one year and is renewed annually upon continued use of the Licensed Products.

iii. All Licensed Products must have the same ESP.

iv. PDC its sole discretion, may modify and replace this ESP from time to time and any prior ESP is then superseded. The new ESP then becomes the current ESP and is part of this EULA.

v. PDC reserves the right to terminate this Agreement if you are not current on your financial obligations to PDC.

f. **Customer Obligations**:

i. Customer's hardware and operating systems must meet the minimum system requirements provided by PDC.

ii. Customer is solely responsible for any required adjustments or updates to its hardware or operating system software required to accommodate Updates or Upgrades of the Software.

iii. Customer shall ensure immediate availability of its own technical support personnel so PDC can fulfill its service obligations.

iv. When reporting a problem to PDC's technical support, Customer shall provide a complete problem description, along with all necessary documents and information that is available to the Customer and required by PDC to diagnose and resolve the problem. Customer agrees to grant all necessary access to all applicable systems so that PDC can provide appropriate support. This must be done to ensure that the public's access to the most current medical and/or public safety standard of care and practice is reasonably available to all 911 callers.

v. Customer shall carry out any instructions on troubleshooting or circumvention as provided by PDC.

vi. Customer is solely responsible for ensuring the compatibility of non-PDC products with PDC products.

vii. Customer is solely responsible for ensuring its systems, software, and data are adequately backed up and reasonably protected from unauthorized intrusion, access, modification or theft. PDC shall not be liable for any lost data.

viii. Customer shall provide for any other requirements reasonably specified by PDC that relate to the rendition of the services to be met.

ix. As necessary, Customer will permit PDC with remote access to its systems to provide any required or necessary support.

x. If Customer fails to fulfill its obligations outlined in this Section, PDC is entitled to bill its time and effort made necessary by Customer's failure(s) at PDC's currently stated hourly rates and make known such failures to the medical director or the PS leadership of the client.

xi. Computer-Aided Dispatch ("CAD") Integration. Any costs relating to the integration of PDC's Licensed Products and the Customer's CAD system or CRM, or the like, software shall be the responsibility of the Customer. The integration of PDC's Licensed Products and Customer's CAD system must be allowed and inspected, tested, and certified by PDC before taking live calls.

2. Updates & New Versions. An important part of PDC's on-going research and development to optimize the effectiveness of the Software is its regular evaluation of the experience, findings, and recommendations of licensed Software users in the field; the College of Fellows and/or appropriate Boards, Councils, or Committees of the International Academies of Emergency Dispatch ("IAED");

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Quality Assurance programs; and of its own, internal research and studies. Consequent to these and other research and development activities, PDC may, from time to time, prepare and release Updates and/or New Versions of the Software. Notifications for Updates and/or New Versions of the Software are sent electronically (via email). In order to ensure receipt of the Software notifications, Client must register and remain current at https://support.prioritydispatch.net/int_notification.php. You acknowledge that failure to register and remain current may result in You not receiving urgent and vital communications about the Licensed Products. As part of its registration obligation, Client agrees to keep all its registration information current and up-to-date and understands it is solely responsible for ensuring it receives Software notifications.

a. ***Updates*** When PDC determines that particular improvements, modifications, or enhancements may be useful or necessary to maintain the current standards of care and practice as an Update to the current Version, PDC may issue an Update to licensees who have maintained their online Software notification registration and ESP current as provided herein. Client shall, within 90 days of an Update release from PDC, implement such Update. Client's failure to register for Software notifications and implement Updates, as provided here, would constitute a Breach of the EULA, giving cause for PDC to terminate this Agreement or withhold further Service and Support. Such Updates may be accompanied by instructions for updating the Software. Installation of an Update in accordance with such instructions is not a modification prohibited by the section of the Agreement titled "Use and Protection of the Licensed Product(s) and EPDS."

b. ***New Versions*** When PDC determines that substantial revisions to the Software (among other factors) may justify it, PDC may issue a new Version of the Software ("New Version"). PDC may thereafter cease issuing Updates for versions and editions preceding the New Version. Said New Version then becomes the current version and edition of the Software, but is not licensed to you, unless it is part of your ESP plan. In the event New Versions are part of your ESP plan, the New Version shall be governed by PDC's then-current license Agreement. If New Version are not part of your ESP plan, then the New Version constitutes a new product that can only be obtained through the purchase of a new license from PDC that is licensed under a new agreement with PDC. During an introductory period, licensees who are current in their registration and service plan with the preceding version may be offered, for a reduced fee, a license to use the New Version. The New Version will be governed by PDC's then-current license agreement.

Extended Service will not be available indefinitely after a New Version of the Software is released to replace a prior version. Customers that continue to use prior versions after a New Version has been released are solely responsible for their continued use, and for the results obtained from such continued use, of any prior version. You hereby agree to indemnify and hold PDC and the IAED harmless from and against any damages and liabilities that may arise from your election not to implement any New Version after it has been released.

3. Responsibility. Client assumes full responsibility for ascertaining the suitability of, and for its selection of, the Software, as well as for its installation, implementation, and use, and for the results obtained from it. You are responsible for decisions made and actions taken based on the Software. The Software is designed and intended for use by emergency dispatch professionals trained and experienced in the uses and limitations of computer software in general, and more specifically, of the emergency dispatch system(s) the Software is designed for as a quality management tool.

4. *Research Data Sharing.* In the interests of advancing the state-of-the-art in emergency dispatching through effective use of and improvements to the Software, Client shall, in timely response to PDC's reasonable written requests, provide PDC with copies, on disk or tape, of the data associated with the functioning of the Software. PDC shall use such data in compliance with applicable government regulations and restrictions (including, without limitation, HIPAA in the U.S.), and may use such data for research and development purposes. It will not make any external, public use or release of such research data without the prior written consent of Client. Furthermore, PDC will not request data in a manner that includes any names or personal identifying information or that indicates Client as the source of the data. Additionally, by sharing data with PDC, you allow PDC to share the data with the IAED for the purpose of improving and advancing dispatching.

5. Expert System Disclosure. This expert system is designed for use by Emergency Dispatchers or call-takers (EDs) who have been trained and certified in the use of the PDS and who function in a prescribed PDS quality assurance environment. It is not a novice system. The system design envisions occasions when even the trained ED will have to make a subjective decision regarding a caller's response and make the most correct selection from the list of choices presented. The design of this system incorporates current professional and logic accuracy. Of necessity, however, it also reflects some subjective opinions of professional experts and programmers with which others may reasonably disagree. The system and its necessary maintenance components must be considered and approved by local control entities and ED agency administration, prior to implementation and on-line use by trained EDs. The system also envisions that, when appropriate, trained EDs will have the option of "overriding" a system-recommended choice for enhanced patient safety and that they will choose the "most appropriate" telephone treatment options from available menus. New information may change the complexion of the emergency during the call as EDs validate caller responses or treatment. This system allows the trained ED to "reconfigure" response levels based on new information. With the foregoing in mind, this system cannot reasonably be expected to predict exact outcomes or unerring ED performance in all cases. The designers recommend that quality assurance mechanisms be put in place that include review of each of these "special choice" situations for ED correctness and consistency. This system cannot, under this license, ever be used by non-IAED-certified individuals. Failure to maintain an adequate number of certified personnel will void this license and all materials covered hereunder must be immediately returned.

6. Modification of Software, Cards, or PDS. Other than as specifically provided in this ESP, you shall not modify, change, or alter the PDS Protocols or anything on the Software, Cards, or PDS without the prior, express, written consent of PDC. This ESP outlines the scientific process of protocol modification, which is performed by the College of Fellows of the IAED (see sections titled "Changing the PDS" and "Accepted Process for PDS Modification" in this ESP). Implementation of Updates, as provided in the section of this ESP titled "Updates & New Versions," qualifies as a modification, change, or alteration with PDC's express, written,

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prior consent. Any unauthorized change made, and/or implemented in the Software, Cards, or PDS by the Client is a material Breach of this EULA, giving cause for PDC to terminate this Agreement or withhold further Service and Support.

7. ***Derivative Products***. In the event any PDS client creates, knowingly or unknowingly, any derivative product of the PDS, such derivative product shall be owned by PDC and its use must be discontinued and the derivative (including all copies or drafts of such work) sent to PDC within 10 days of PDC's written request to do so.

8. ***Customization of Responses***. Authorized customization of the PDS consists of matching Priority Dispatch Determinant levels (A, B, C, D) with locally determined response capabilities of equipment and professional personnel. This is limited to additions to the blank "Response" section (bottom right) of all protocols. The responses to be inserted in said "Response" section are determined solely by the licensed client. Local ED authorities are authorized and within their license rights to so add responses to the specified bottom right section of the relevant cards, without any requirements to either notify PDC or to coordinate these particulars with PDC (unless required to do so by separate consulting agreement), and PDC bears no responsibility or liability for actual local responses selected or used. Additionally, the IAED allows the designated local law enforcement administrator, or their designee, to edit current Critical EPD Information (CEI) text to better address locally defined performance expectations. Adding CEI text shall preserve the intent of the original CEI and vary only by providing more specific instructions for actions EPD's should take. CEI text shall meet or exceed the standard of practice in law enforcement and neither PDC nor the IAED bears any responsibility or liability for CEI text used and relied upon.

a. Documentation. The approval and customizations above are generally finalized and documented through Dispatch Review Committee and Dispatch Steering meetings. It is your responsibility to ensure sign off signatures and authorizations are obtained on record in writing, and that all ED personnel are training in their proper use.

9. ***Changing the PDS***. All written text and printed materials in the PDS, including, without limitation, Interrogation Questions, Dispatch Determinants, Pre-Arrival Instructions, Post-Dispatch Instructions and Additional Information are integral to the PDS. Licensed clients are NOT AUTHORIZED TO MAKE CHANGES TO THE PDS. Changes are made only by the Accepted Process specified in the section of this ESP titled "Accepted Process for PDS Modification." This is based on the following:

a. Implementation and Familiarity with the PDS. The PDS has been in continuous field use since 1978, during which time it has been regularly enhanced through more than 13 major revisions for New Versions. It is not prudent for any client to consider recommending system changes prior to gaining the practical experience and perspective of implementing the PDS and running it "as is" at a demonstrated rate of high dispatcher compliance.

b. Total Quality Management. A Quality Improvement and Management Program is required. Key elements shall include:

i. As with other aspects of a sound emergency dispatch program, a qualified emergency service professional must be engaged as ED Director. Depending upon the requirements and resources of the professional emergency service system, this may be a part-time or a full-time position. In either case, the ED Director must be empowered with control over professional policies, procedures and decisions in the system. The ED Director must be regularly involved at all levels, particularly at the "front line" level where the EDs handle the calls for ED help. This helps even an experienced ED professional to become functionally "dispatch literate." The ED Director should also attend activities of the Quality Assurance committees and personnel, and evaluate and guide their performance. It is highly recommended that any ED Director who has not already participated in an IAED Executive Certification Course, do so before the end of the 6-month implementation period. This is required for eventual IAED Dispatch Center accreditation.

ii. **PRIORITY DISPATCH SYSTEM STEERING and REVIEW COMMITTEE(S)**: One or more committees shall be established to set policy and review performance of ED operations with the PDS. The ED Director must participate in all material decisions by these committees and must be included as a signatory on any policy or procedural determinations made by such committees. A PDS Steering and Review Committee must be established and meet at least quarterly to review, evaluate, and approve the application of policies or procedures affecting PDS operations.

iii. **CERTIFICATION***:* It is required that all EDs utilizing the PDS be certified by the IAED and strongly recommended that all system administrators, managers, and supervisors be certified in the IAED 1-day National Executive Certification Course. The PDS shall not under any circumstances be used by untrained or uncertified individuals. The PDS is not intended to be quality assured or supervised by untrained or uncertified individuals.

iv. **CONTINUING DISPATCH EDUCATION ("CDE")***:* All EDs utilizing the PDS must participate in a structured CDE program that provides necessary relearning, familiarization, and updating with the evolving science of the PDS. At a minimum 12 hours per year must be devoted to CDE to ensure proper recertification by IAED.

v. ***DISPATCHER PERFORMANCE EVALUATION AND PROTOCOL COMPLIANCE****:* It is required that EDs closely comply with the PDS interrogation, prioritization coding, and scripts. To this purpose, the Quality Improvement and Management Program must include continuous case review and evaluation according the IAED's Center of Excellence minimum performance requirements, which are available on its website. EDs not complying must be officially notified of the findings, retrained, and, if necessary eventually disciplined. Non-compliance to the PDS has been demonstrated to significantly decrease its effectiveness and safety and shall not be tolerated by managers and employers. In the interest of public safety, the protocol must be followed.

vi. **ACCREDITATION**: It is strongly recommended that all dispatch agencies utilizing the PDS achieve the operating performance standards required for Accreditation by the IAED.

10. ***Accepted Process for PDS Modification***. In 1988, the IAED was formed as a scientific professional organization for Emergency Dispatching. Within the Academy's structure exists the College of Fellows — a select group of professional dispatch, public safety and emergency experts that has adopted the following mission statement: "To conduct an on-going review of the current standards of care and practice in Emergency Dispatch and evaluate the tools and mechanisms used to meet or exceed those standards."

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THROUGH A DEFINED PROCESS, CALLED A "PROPOSAL FOR CHANGE", THE FELLOWS REVIEW RECOMMENDED REVISIONS AND IMPROVEMENTS TO THE PDS IN A TIMELY, ORGANIZED WAY. THE ONLY AUTHORIZED METHOD OF PDS PROTOCOL CHANGE IS BY THIS ESTABLISHED SCIENTIFIC METHOD OF THE COLLEGE OF FELLOWS.

Individual licensed clients are not allowed to change or modify any pre-printed text or color-coded portion of Cards or Software unless authorized to do so by PDC, as agent of the IAED College of Fellows. All licensed clients are encouraged to share their significant recommendations, discoveries, and data with the College in writing (see section titled "Research Data Sharing" in this BSP). By this scientific method, knowledge of the PDS can be unified and new improvements shared by all licensed clients. A Proposal for Change may be submitted at https://www.emergencydispatch.org/what-we-do/proposal-for-change.

11. *Unsafe Practices*. Unlike the authorized modifications specified above, no other modification or customization of the Software, Cards, system protocols, or any other part or content of the PDS® is authorized or allowed under this License. Any modification or misuse of the Licensed Product(s) – i.e., a use not specifically authorized in this written Agreement – must be considered unsafe unless and until it has been formally approved through the Academy's scientific process referred to above, i.e., a Proposal for Change. Unauthorized modifications to or changes of or misuse of the Licensed Product(s) would constitute material breaches of this Agreement and give cause for PDC to terminate it and to discontinue support hereunder. Because unauthorized modification, change and/or misuse of the Licensed Product(s) are expressly prohibited, PDC and the IAED disclaim any liability and you are solely responsible for any and all results of any such unauthorized modification, change or misuse, and you hereby agree to indemnify and hold PDC and the IAED harmless from and against any damages and/or liabilities that may arise from any such breach of this Agreement by you. An example of an unsafe practice would include (but is not be limited to) the following: The modification or responses to incorporate a "no-send" or "referral" option is not authorized by this License. Such practices may only be authorized under the ProQA OMEGA-PLUS License which includes additional and supplemental OMEGA determinant codes or a "no-send" or "referral" option for an additional cost. Granting the ProQA OMEGA-PLUS License is contingent upon Client being an Accredited Center of Excellence (ACE) by the IAED and using the ECNS (LowCode) under a separate ECNS (LowCode) License. Any implementation of any such modifications without the ProQA OMEGA-PLUS License and the ECNS (LowCode) and the use of the Software by non-IAED certified individuals or ACE-Accredited Clients will be considered an Unsafe Practice and subjected to license use revocation. .

a. CLIENT NOTIFICATION OF ANY UNSAFE PRACTICE(S) AND ITS REMEDIES. The Licensor may at any time for any activity it deems as an Unsafe Practice, notify the Client to cease and desist such practices(s), and may, at the Licensor's sole discretion, grant a timeframe for such remedies to occur. Reasonable consideration of sincere proposed processes or attempts by a client so notified to effect remedies will not be unreasonably withheld. It is the sole right of the Licensor to invoke an immediate revocation of this license and the return of all licensed products if the Unsafe Practice is egregious enough to pose a risk to the public safety. Additionally, this EULA authorizes PDC or the IAED to contact applicable city, county, state, or national leaders or officials to inform them of any performance issues, threats to the safety of the public, or the like.

12. *International Dispatch Coding System*. The Determinant (and sub-determinant) codes represent the only widely accepted dispatch coding system in the world. A unified coding system provides for uniform training, use, data collection, data sharing, and comparative scientific study. This coding system may not be modified in any way not authorized in this EULA. As provided above, in the section of this ESP titled "Customization of Responses," however, it is the licensed client that selects the type of response, whatever it may be, to be generated by any particular code (e.g., 10-D-1). In this way, the coding system remains intact while allowing the client full discretion in establishing the local responses "attached" in parallel to these codes.

13. *Standard of Care and Practice*. Since 1978, PDC and its originators, have been the principal contributors to the establishment of safe professional standards for Emergency Medical Dispatch (and subsequently, Police and Fire Dispatch) care and training. PDC's Priority Dispatch Systems, as well as its ED training and certification programs, meet or exceed every applicable standard known to PDC. Through substantial commitments of expertise and other valuable resources to basic and applied research, development, quality improvement, dispatch liability, and risk management, PDC is dedicated and determined to continue setting the standard in ED. In the opinion of some medical-legal experts, when the current Version of the PDS is properly used by IAED-Certified ED professionals, the current standard for emergency dispatch has been met, and the most reasonable actions for both callers and responders have been taken by the ED center.

14. *Dedicated Legal and Consultative Support*. Priority Dispatch Corp. is available for ED system evaluations, ED case reviews, and expert opinion and witness services to currently registered licensed clients of the PDS who have are using the Newest Version, and to their professional staff of EDs and ED instructors who have been trained, then certified through the IAED and maintained their IAED certifications current. PDC's professional staff will vigorously defend proper use of the PDS by professionally trained EDs against charges of dispatch negligence that may arise. All such services are available at PDC's then-current fee schedule for such licensed client services.

15. *Quality Performance Review (QPR)*. QPR is a quality assurance service provided by PDC. In the event Customer utilizes QPR, the following shall apply:

a. Pre-QPR: Customer understands that they and PDC shall have the following meetings before starting the QA services:

i. Stakeholders Meeting – overview of the system and process for directors, chiefs, and upper administration.

ii. QA/QI Meeting – Analysis of current system with current Customer QA staff

iii. Protocol Refresher Meeting – overview of Protocol and QA for dispatch staff

b. QPR Technical Process:

iv. Customer will allow PDC to have remote server access using SecureLink® software to a dedicated physical or

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virtual workstation configured with AQUA®, ProQA® Admin Utility, XLerator®, and the Customer's audio logger/recorder.

v. CAD (Computer Aided Dispatch), RMS (Record Management System), JMS (Jail Management System), and NCIC (National Crime Information Center) should not be accessible on this dedicated physical or virtual workstation.

vi. PDC will audit calls remotely using SecureLink. An additional AQUA® software License per discipline will be provided by PDC for the QPR Reviewer's access for the term of contract, along with an accompanying voice logger integration license.

vii. Customer understands that they must always update to the latest version of AQUA®.

viii. If there is a customer related issue (technical or otherwise) that prevents the QPR Reviewer from reviewing cases, including providing the associated reporting, PDC will only be responsible for two weeks of case review volume from the date the issue is resolved looking backward, and case review going forward.

c. Quality Assurance Process:

ix. QA shall be done according to the IAED standards for Accreditation http://www.emergencydispatch.org/standards_for_accreditation).

x. Customer will receive weekly completed QA cases in AQUA® based on the QPR timeline established by the parties. This will allow Customer to give appropriate and timely feedback.

xi. Customer must identify an individual to provide case review feedback to dispatchers as provided to them by the QPR reviewer. This individual must be certified by the IAED as an ED-Q. Customer's contact person (ED-Q) will work directly with the QPR representative. The Customer's ED-Q will provide any quality improvement feedback and training to Customer's dispatchers/call takers based on the feedback they receive from the QPR Reviewer. In other words, the customer ED-Q will work with Customer's dispatchers/call takers to help them understand structured protocol utilization, address protocol compliance and performance improvement requirements to become a more effective dispatcher/call taker.

xii. In order to ensure the integrity of the QA Service, any feedback provided by the Customer's ED-Q to its dispatchers/call takers shall not be contrary or inconsistent with the QPR Reviewer's audit and comments. If the ED-Q does not understand or agree with the QPR review of the call or believes a mistake or miscommunication has occurred the ED-Q should inform the dispatcher/call taker that they will research the issue and contact the QPR representative, so a resolution can be made through the appeals process. Once it has gone through the appeals process the decision is final.

16. *Definitions.* This section contains more detailed definitions of certain terms used in this EULA.

"Cards"
The manual version of a PDS in the form of printed reference cards or in the form of electronic tablets provided by PDC to Client under this EULA.

"Client," "Customer", "Agency," "Licensee", "You", "you" or "your"
The end user licensed to use the licensed Software under the Agreement. This is the end user who enters into the Agreement with PDC.

"certification" and "recertification"
When used in this Agreement, certification and recertification mean specifically by the IAED.

"ED", Emergency Dispatch and/or Emergency Dispatcher.
These terms are basic to expanded definitions of Police, Fire and Medical Dispatch and/or Dispatcher, by adding the letters "P", "F" and/or "M", respectively; as in "EPD", "EFD' and/or "EMD", respectively.

"PDS", Priority Dispatch System.
These terms are basic to expanded definitions of Police, Fire and Medical Priority Dispatch Systems, by adding the letters "P", "F" and/or "M", respectively; as in "PPDS", "FPDS' and/or "MPDS", respectively. For purposes of this EULA, a reference to PDS also includes a reference to MPDS, FPDS, and/or PPDS.

"Update"
An Update represents a collection of improvements, modifications, or enhancements to the Cards, Software or PDS within a Version (as this latter term is defined below). Generally, Updates are provided to all currently licensed and registered licensees under a n Extended Service Plan with PDC. An Update is designated by the number to the right of the decimal point in the release number of a Software release (e.g., Release 12.2 would an Update from Release 212.1). A Version may include a plurality of Updates (e.g., 11.1, 11.2 and 11.3 would be separate Updates within Version 11).

"Version"
A version of the Software constitutes the combination of the Software and/or Cards for a particular PDS. A Version is designated by the version number assigned by PDC to the left of the decimal point in the release number of a Software release (e.g., Version 11 of the Software is designated by 11.x; and the next new Version would be designated with 12.x). A New Version means, for example, going from 12.2 to 13.0 or in other words increasing the number to the left of the decimal point.

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17. ***Additional PDC Products***. Beyond the products and services discussed in this EULA, PDC also provides additional products/services to the Customer including, but not limited to, Field Responder Guides, Pilot Guides, Quality Assurance Guides, and Send Cards. As applicable, terms of this EULA also apply to the additional products and services provided by PDC to the Customer.

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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.1. **2/24/2026**

Discuss Potential Litigation

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.2. **2/24/2026**

Pending Litigation - Cullen RV Resort, LLC

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.3. **2/24/2026**

Discuss Lease of Airport Property

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.4. **2/24/2026**

Discuss Lease of Property

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. L.1. **2/24/2026**

Disengaged Youth Strategic Planning - Mou Sarkar