



**MEETING NOTICE  
COMMISSIONERS COURT  
BRAZORIA COUNTY**

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**Tuesday, November 28, 2023**

**9:00 AM**

**Commissioners Courtroom**

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**Special Session**

Notice is hereby given that the Brazoria County Commissioners Court will hold a meeting at the Brazoria County Courthouse Campus – Administration Building, 237 East Locust St., 2nd Floor Room #205, Angleton, Texas. At said meeting the Court will deliberate, discuss, consider and/or take final action on any or all of the following matters:

**A. CALL TO ORDER**

**B. ROLL CALL**

**C. INVOCATION & PLEDGE OF ALLEGIANCE BY COMMISSIONER PAYNE**

**D. APPROVAL OF MINUTES**

**D.1.** Commissioners Court Regular Session Minutes - November 14, 2023 9:00 AM

**E. PUBLIC APPEARANCES**

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

**F. PROCLAMATIONS/RESOLUTIONS - NONE**

**G. FORMAL REPORTS AND APPEARANCES - NONE**

## **H. CONSENT**

### **Commissioner Precinct 2**

- H.1. Reappointment to Brazoria County Children's Protective Services Board

### **Commissioner Precinct 3**

- H.2. Reappointment to Brazoria County Children's Protective Services Board

### **Commissioner Precinct 4**

- H.3. Reappointment to Brazoria County Children's Protective Services Board

- H.4. Reappointment to Brazoria County Children's Protective Services Board

### **District Attorney**

- H.5. Modification of Economic Development Agreement with Cradle Solar, LLC

- H.6. Deliberation of Business and Financial Issues with Next Level

- H.7. Road Use Agreement between Brazoria County and Brazoria Solar I, LLC

- H.8. Resolution - Standing with Israel Against Terrorism

- H.9. Accept the Brazoria County Sexual Assault Response Team's Biennial Report

### **District Clerk**

- H.10. Jury Selection Plan

### **Tax Assessor - Collector**

- H.11. Monthly Collections Report for October 2023

- H.12. Account Number: 4200-1451-000 Resale Meeting of October 24, 2023

### **Auditor**

- H.13. Payment of Bills

- H.14. FY 2024: Line Item Transfer

- H.15. FY 2024: Record Budget for Other Funds

- H.16. Auditor's Monthly Report

### **Engineer**

- H.17. Interlocal Agreement with Brazosport Independent School District No. IS24-0004
- H.18. Interlocal Agreement with the City of Iowa Colony No. IS24-0009
- H.19. Projects Under Blanket Interlocal Agreements for Direct Assistance to Cities and Towns
- H.20. Close, Vacate, and Abandon Part of a Public Road and Its Rights-of-Way of Record in Abstract 10 (Precinct 1)

### **Environmental Health**

- H.21. Waive OSSF Permit Fees for the County's CDBG On-Site Septic System Program (Precinct 4)

### **Human Resource**

- H.22. TCDRS Plan Provisions 2024
- H.23. Increase 401(h) Benefit for Post 65 Retirees

### **Purchasing Department**

- H.24. Renew RFP #21-100 Lease Plan for Books and Other Materials
- H.25. Renew C #07-17 Indigent Healthcare Administration Software and Services
- H.26. Change Order to Amend RFP #17-41 Employee Medical, Prescription and Dental Plan Administration
- H.27. Change Order No. 1 for RFP #22-43 Generator Service

### **Toll Road Authority**

- H.28. Project Development Agreement with TxDOT for BC Expressway Extension
- H.29. Modification of Interlocal Agreement with Brazoria County Toll Road Authority

## **I. DISCUSSION**

### **County Judge**

- I.1. Resolution - Brazoria County Appraisal District
- I.2. Resolution - Charles River Two

### **Tax Assessor - Collector**

- I.3. Tax Office Lease Agreement with City of Sweeny

**Engineer**

- I.4. Open Public Hearing for Regulatory Signs for the Road and Bridge Department (Precincts 2 and 4)
- I.5. Close Public Hearing for Regulatory Signs for the Road and Bridge Department (Precincts 2 and 4)
- I.6. Accept Posting of Regulatory Signs for the Road and Bridge Department (Precincts 2 and 4)

**Human Resource**

- I.7. New Position - Constable Precinct 2

**Purchasing Department**

- I.8. Award RFP #23-77 Grant Administration Services for FEMA BRIC Grant

**Department Heads**

**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).

**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

**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.2. Discuss Potential Sale of Property-Precinct 2



**Texas Govt Code 551.0725**

The commissioners court of a county may conduct a closed meeting to deliberate business and financial issues relating to a contract being negotiated if, before conducting the closed meeting:

- (1) the commissioners court votes unanimously that deliberation in an open meeting would have a detrimental effect on the position of the commissioners court in negotiations with a third person; and
- (2) the attorney advising the commissioners court issues a written determination that deliberation in an open meeting would have a detrimental effect on the position of the commissioners court in negotiations with a third person.

**J.3. Deliberate Business and Financial Issues Related to Contract with Next Level**

**K. ANNOUNCEMENTS**

**L. ADJOURN**

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

The Brazoria County Commissioners Court is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable accommodations and equal opportunity for effective communications will be provided upon request. Please contact the Office of the County Judge at (979)-864-1200 at least 24 hours in advance if accommodation is needed.

NOTE: ITEMS WILL NOT NECESSARILY BE PRESENTED IN THE ORDER THEY ARE POSTED



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. D.1.**

**11/28/2023**

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Commissioners Court Regular Session Minutes - November 14, 2023 9:00 AM



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.1.**

**11/28/2023**

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Reappointment to Brazoria County Children's Protective Services Board

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Approve reappointment of Freddie Archie to the Brazoria County Children's Protective Services Board - position 12 for a three year term beginning January 1, 2024 through December 2026.



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.2.**

**11/28/2023**

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Reappointment to Brazoria County Children's Protective Services Board

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Approve reappointment of Liz Sitta to the Brazoria County Children's Protective Services Board - position 11 for a three year term beginning January 1, 2024 through December 31, 2026.



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.3.**

**11/28/2023**

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Reappointment to Brazoria County Children's Protective Services Board

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Approve reappointment of Frank Goodoff to the Brazoria County Children's Protective Services Board - position 4 for a three year term beginning January 1, 2024 through December 31, 2026.



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.4.**

**11/28/2023**

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Reappointment to Brazoria County Children's Protective Services Board

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Approve reappointment of Mary Jones to the Brazoria County Children's Protective Services Board - position 9 for a three year term beginning January 1, 2024 through December 31, 2026.



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.5.**

**11/28/2023**

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Modification of Economic Development Agreement with Cradle Solar, LLC

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Whereas, on August 24, 2021, through Court Order 6.Q.1, this Court approved an Economic Development Agreement with Cradle Solar, LLC;

Whereas, the terms of the Agreement were amended through Court Order Nos. 6.M.10, dated July 12, 2022 and 7.C.1, dated July 26, 2022;

Whereas, Cradle Solar, LLC wishes to modify the Economic Development Agreement as set forth in the Guidelines and Criteria of Brazoria County;

Whereas, Construction will be delayed and will not commence until after December 31, 2023;

Whereas, Cradle Solar, LLC has requested a modification to make December 31, 2024 the commencement deadline;

Whereas, Construction will not be completed by December 31, 2024; and

Whereas, Cradle Solar, LLC has requested a modification to make December 31, 2025 the completion deadline.

Therefore, the Court hereby approves the following actions:

The Court hereby approves entering into a modification agreement for the Economic Development Agreement reflecting the commencement deadline as December 31, 2024 and the completion deadline as December 31, 2025.

The County Judge is authorized to execute the new contractual Agreement.

THE STATE OF TEXAS           §  
  §  
COUNTY OF BRAZORIA       §

**MODIFICATION TO  
ECONOMIC DEVELOPMENT AGREEMENT**

This **Modification to Economic Development Agreement** (hereinafter referred to as the “Modification”) is made and entered into by and between **Brazoria County** (hereinafter referred to as the “County”) and **Cradle Solar LLC**, (hereinafter referred to as “Cradle Solar”), a Limited Liability Company authorized to do business in Texas.

AUTHORIZATION

This Agreement is authorized by the Texas Local Government Code, Chapter 381 – County Development and Growth – and by Order of the Brazoria County Commissioners Court approving this agreement, Court Order No. \_\_\_\_\_, dated \_\_\_\_\_.

RECITALS

The County and Cradle Solar hereby agree that the following statements are true and correct and constitute the basis upon which the County and Cradle Solar have entered into this Modification.

1. The County and Cradle Solar previously entered into an Economic Development Agreement (attached hereto as Exhibit “1”) on file in the County Clerk’s Office under Commissioners Court Order No. 6.Q.1, dated August 24, 2021, and as amended by Court Orders No. 6.M.10, dated July 12, 2022 and 7.C.1, dated July 26, 2022 (hereinafter referred to as the “Agreement”). Under the Agreement, Cradle Solar agreed to construct, operate, and maintain a solar electric power generation facility, with an approximate total generation capacity of 225 MW AC, on approximately 1,900 acres of land located in the County and described in “Exhibit A” of the Agreement in return for economic development grants provided by the County.
2. Pursuant to the terms of the Agreement, Cradle Solar was to commence construction on the project by December 31, 2023.
3. Cradle Solar has requested the County to modify the Agreement to permit Cradle Solar to delay the commencement date to December 31, 2024.
4. Because Cradle Solar has not begun the project and the Chapter 381 Payments will not extend beyond the seven years granted with the change in the commencement date, the County is willing to allow Cradle Solar to delay the commencement date in the Agreement.
5. Pursuant to the terms of the Agreement, Cradle Solar was to complete construction on the project by December 31, 2024.



6. Cradle Solar has requested the County to modify the Agreement to permit Cradle Solar to delay the completion deadline date to December 31, 2025.

7. Because Cradle Solar has not begun the project and the Chapter 381 Payments will not extend beyond the seven years granted with the change in the completion deadline date, the County is willing to allow Cradle Solar to delay the completion deadline date in the Agreement.

**NOW THEREFORE**, the County and Cradle Solar, for and in consideration of the terms and conditions set forth herein, do hereby contract, covenant and agree as follows:

A. Article 2. Definitions is hereby modified to read as follows:

**“Commencement Deadline”** means December 31, 2024.

**“Completion Deadline”** means on or before December 31, 2025.

B. Except as otherwise specifically amended in this Modification, the Agreement shall remain in full force and effect.

C. This Modification contains the entire understanding and agreement between the County and Cradle Solar, their assigns and successors in interest, as to the matters contained herein.

This Modification is executed by the parties in multiple originals, each having full force and effect, and the effective date of this Modification is the date of the countersignature of the County Judge.

**BRAZORIA COUNTY**

By: \_\_\_\_\_  
L.M. “MATT” SEBESTA, JR.  
COUNTY JUDGE  
BRAZORIA COUNTY, TEXAS

Date signed: \_\_\_\_\_

**CRADLE SOLAR, LLC**

By: \_\_\_\_\_  
Name:  
Title:  
CRADLE SOLAR, LLC

Date signed: \_\_\_\_\_

# EXHIBIT 1

THE STATE OF TEXAS           §  
  §  
COUNTY OF BRAZORIA       §

**ECONOMIC DEVELOPMENT AGREEMENT**

This Economic Development Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between **Brazoria County** ("County") and **Cradle Solar, LLC** ("**Cradle Solar**"), a Delaware limited liability company. Brazoria County and Cradle Solar are sometimes referred to herein collectively as the "Parties" and each individually as a "Party."

**AUTHORIZATION**

This Agreement is authorized by the Texas Local Government Code, Chapter 381 – County Development and Growth – and by Order of the Brazoria County Commissioners Court approving this agreement, Court Order No. 6.Q.1, dated August 24, 2021, and as amended by Court Orders No. 6.M.10, dated July 12, 2022 and 7.C.1, dated July 26, 2022.

**RECITALS**

**WHEREAS**, the County is authorized under Chapter 381 of the Texas Local Government Code to make grants and loans for the purpose of promoting County development and growth; and

**WHEREAS**, the Commissioners Court of the County has authorized the County to make certain economic development grants to Cradle Solar in recognition of the positive economic and community benefits that will accrue to the County through Cradle Solar’s development of a solar electric power generation facility, with an approximate total generation capacity of 225 MW AC, located on approximately 1,900 acres of land more particularly described and/or depicted on the attached **Exhibit “A”** (the “Property”); and

**WHEREAS**, the County desires to offer incentives to Cradle Solar over a period of time which will enable Cradle Solar to develop the Property in conformity with the County’s ordinances and regulations; and

**WHEREAS**, the County believes that the development of the Property will contribute to the economic development of the County by increasing ad valorem taxes; and

**WHEREAS**, this Agreement is determined to be a program for the making of loans and granting of money as contemplated by Chapter 381 of the Texas Local Government Code; and

**NOW, THEREFORE**, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Cradle Solar agree as follows:

**ARTICLE 1.**  
**Authority**

1.1 The County's execution of this Agreement is authorized by Chapter 381 of the Texas Local Government Code and by Order of the Brazoria County Commissioners Court approving this Agreement, and constitutes a valid and binding obligation of the County subject to the condition precedent that Cradle Solar completes the Project (defined below), as specified herein.

1.2 Cradle Solar's execution and performance of this Agreement constitutes a valid and binding obligation of Cradle Solar if Cradle Solar proceeds with the development of the Property or portion thereof, subject to the terms, provisions and conditions herein.

1.3 The County acknowledges that Cradle Solar is acting in reliance upon the County's performance of its respective obligations under this Agreement in making its decision to commit substantial resources and money to develop the Property.

**ARTICLE 2.**  
**Definitions**

As used in this Agreement, the following words or phrases shall have the following meanings:

**"Act of Default"** or **"Default"** means failure by a Party to comply with the requirements of this Agreement.

**"Actual Productive Life"** means the actual period of time the improvements were in active service and operation as part of a facility operating in a producing capacity. The Actual Productive Life of the Project begins on the Commercial Operations Date.

**"Chapter 381 Payment(s)"** means the amount(s) paid by the County to Cradle Solar under this Agreement, as further described in Article 5 herein. The Chapter 381 Payments constitute grants of funds as authorized by Chapter 381 of the Texas Local Government Code.

**"Commencement Deadline"** means on or before December 31, 2023.

**"Commercial Operations Date"** means the date on which the Project commences generating electricity (other than test energy) for which Cradle Solar is entitled to receive compensation from a third party purchaser.

**"Completion Deadline"** means on or before December 31, 2024.

**"Development Costs"** shall mean all costs to develop the Project, including the costs of the following Project components: solar modules/panels, racking, mounting, and tracking structures, inverter boxes, combiner boxes, meteorological equipment, piles and foundations, equipment/storage shed, O&M building, roadways, paving and fencing, collection system, electrical substations and switchyards, control systems necessary for commercial generation of

electricity, transmission line, and generation transmission tie line and associated towers and interconnection facilities.

**“Effective Date”** means the date this Agreement has been signed by all Parties.

**“Eligible Property”** means newly created value resulting from improvements including buildings, structures, tangible personal property as defined in the Tax Code including fixed machinery and equipment, site improvements and related fixed improvements related to the Project.

**“Eligible Property Tax Revenues”** means, for any given calendar year, an amount of money equal to the amount of all eligible property taxes levied and collected by the County on the Property, including any improvements thereon.

**“Event of Bankruptcy or Insolvency”** means the insolvency of a Party, appointment of receiver for any part of a Party’s property when such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a Party when such proceeding is not dismissed within ninety (90) days after the filing thereof.

**“Force Majeure”** is defined in Section 10.5 herein.

**“Ineligible Property”** means land, existing improvements, tangible personal property that the Brazoria County Appraisal District classifies as inventory or supplies, tools, furnishings, and other forms of movable personal property; vehicles, watercraft, aircraft, housing, structures that are not necessary to or part of the Project, property to be rented or leased, property already subject to real or personal property tax(es) moved from one location in Brazoria County to the Property, property owned or used by the State of Texas or its political subdivisions or by any organizations owned, operated or directed by a political subdivision of the State of Texas, or any other property for which abatement is not allowed by State law.

**“Notice”** shall have the meaning ascribed to it in Section 10.8 of this Agreement.

**“Payment Commencement Date”** means January 1st of the first calendar year following the commencement of construction.

**“Project”** means the construction, operation, and maintenance of a solar energy facility.

**“Project Participants”** mean Cradle Solar’s contractual partners in the development of the Project.

**“Property”** shall have the meaning ascribed to it in the Recitals of this Agreement, and as more particularly described and/or depicted on the attached **Exhibit “A”**.

**ARTICLE 3.**  
**Term**

**3.1 Term of Agreement.** This Agreement will become enforceable upon the Effective Date and will terminate seven (7) years after the Payment Commencement Date unless the Term is automatically reduced in accordance with Section 4.1.6 below (the “**Term**”).

**ARTICLE 4.**  
**Cradle Solar’s and Project Participants’ Performance Conditions**

**4.1** Notwithstanding any provision in this Agreement, Cradle Solar has no obligation hereunder to construct the Project, any infrastructure on the Property, or any other improvements on the Property. The following are, however, conditions not subject to the cure periods set forth in Article 8, that must be satisfied in order for Cradle Solar and/or Project Participants to receive the Chapter 381 Payments described herein:

**4.1.1** Design and construct the Project in conformance with all applicable laws.

**4.1.2** Provide Notice to the County as provided under Section 10.8 when construction commences and on the Commercial Operations Date.

**4.1.3** Remain current and paid on all property taxes (real property and personal property) for portions of the Property leased or owned by Cradle Solar or its Affiliates, subject to rights of appeal in accordance with law.

**4.1.4** Expend no less than \$202,500,000.00 on Development Costs for the Project.

**4.1.5** Create and maintain no less than two (2) new permanent jobs located in Brazoria County.

**4.1.6** The Project shall be in active service and operation for period of fourteen (14) years from the Commercial Operations Date in order for Cradle Solar to receive seven (7) full years of Chapter 381 Payments. If at any time during the fourteen (14) year period the Project ceases to be in active service, Cradle Solar will be subject to recapture as follows:

A. If it is determined on the Commercial Operations Date, or at any time thereafter (including after the expiration of the Term) that one-half the Actual Productive Life of the Project is less than the initial seven (7) year Term of this Agreement, then (i) the Term shall be automatically reduced to a period that is equal to one-half (1/2) of the Actual Productive Life of the Project, and (ii) Cradle Solar shall reimburse the County the full amount of the Chapter 381 Payments for each year (or portion of a year) for which the initial seven (7) year Term exceeded one half of the Actual Productive Life of the Project.

B. If Cradle Solar is required to reimburse a Chapter 381 Payment for a portion of a year under this Section 4.1.6, then the amount of such payment shall be determined by proration (by multiplying the amount of Chapter 381 Payment for the entire year by a fraction, the denominator of which is 365 and the numerator of which is the number of days in excess of the Term represented by one-half of the Actual Productive Life of the improvements).

C. Any recapture/reimbursement payment owed hereunder shall be payable within ninety (90) days of written notice.

**4.1.7** On the Commercial Operations Date, Cradle Solar shall certify by statement to County the estimated productive life of the Project; provided, however the estimate of productive life shall not control the operation of this subsection.

**4.1.8** In the event County Roads will be utilized to transport facility infrastructure, equipment and/or heavy haul items associated with the Project to the Property, Cradle Solar will be required to obtain all approvals and permits through the Brazoria County Engineering Department. Cradle Solar is required to enter into an escrow agreement or a Developers Agreement with County to financially participate in the maintenance of and rebuilding of any affected County Roads. Cradle Solar will be required to meet with the County Engineering Department prior to transporting any infrastructure, equipment and/or heavy haul items to the Project site. Cradle Solar will be required to pay 100% of any and all temporary maintenance and any reconstruction to any County Roads damaged as a result of its Project, including but not limited to design, reconstruction, construction oversight, material testing, and a contracted construction company procured through the County procurement standards. Failure to comply with these requirements will be a Default of this Agreement and may result in the termination hereof and recapture of payments as set forth below in Article 8 or, if no Chapter 381 Payments have been issued, County may seek civil recourse.

**4.1.9** Prior to Cradle Solar receiving any County permits and commencing construction, Cradle Solar shall dedicate, or have the fee owner of the land dedicate, all rights-of-way to the public in fee for thoroughfares running through or adjacent to the Property in accordance with the Brazoria County Thoroughfare Plan.

A. If a planned or existing thoroughfare runs through the Property, Cradle Solar shall dedicate or have dedicated the necessary right-of-way of one hundred twenty feet (120').

B. If a planned or existing thoroughfare runs adjacent to the Property, Cradle Solar shall dedicate or have dedicated one-half of the necessary right-of-way.

C. If the Property is being subdivided, additional requirements may be found in the Brazoria County Subdivision Regulations.

D. Unless otherwise agreed in writing, Cradle Solar shall design the Project in a manner that does not encroach on any thoroughfare, existing or proposed.

**4.1.10** Prior to receiving any County permits and commencing construction, Cradle Solar shall dedicate or have dedicated the drainage ditches that assist in the drainage of County infrastructure as determined by the Brazoria County Engineer.

**4.1.11** Cradle Solar shall only be required to install approximately 12,700 linear feet of screening along the Project boundaries as identified on **Exhibit “B.”** The screening fence shall be not less than four feet or more than eight feet in height and constructed of masonry, reinforced concrete, wood, chain link fencing with privacy screen, or R-Panel, which does not affect drainage. A fence opening shall be equipped with gates equal in height and screening characteristics to the wall or fence.

**4.1.12** Cradle Solar shall make a charitable contribution in the amount of \$95,000.00 to the Cole Gordon’s – The Helping Hand Foundation, Inc. upon the execution of this Agreement. Cradle Solar shall make an additional charitable contribution in the amount of \$100,000.00 to the Cole Gordon’s – The Helping Hand Foundation, Inc. no later than twelve months after the Commercial Operations Date. Each donation shall specify that the funds be used for the development of Cole Gordon’s Helping Hand Ranch located at 2576 Cannon Road, Alvin, Texas.

**4.2** Cradle Solar represents and warrants that it has or will have, prior to commencement of construction, a long-term leasehold or easement interest in the Property that permits the construction and operation of the Project on the Property.

**4.3** Notwithstanding anything to the contrary contained herein, the Chapter 381 Payments only apply to the Eligible Property Cradle Solar installs or builds upon the Property after the date hereof, in accordance with the terms of this Agreement, and excludes the value of the Property.

## **ARTICLE 5.**

### **Chapter 381 Payments**

**5.1 Cradle Solar’s Submission of Data.** Following the Payment Commencement Date of the Project, Cradle Solar shall request initiation of the first Chapter 381 Payment. The initial request and all subsequent requests shall be in writing and made within sixty (60) days following the end of each calendar year. The request for initiation of each Chapter 381 Payment is a condition of payment not subject to the cure periods set forth in Article 8. Failure to make such request within sixty (60) days following the end of the calendar year will result in a forfeiture of that year’s Chapter 381 Payment. County shall not be required to make a Chapter 381 Payment during any applicable calendar year unless and until:

**5.1.1** Cradle Solar submits to County a schedule detailing the Eligible Property Tax Revenues levied and collected by the County for such calendar year.

**5.1.2** In addition to the schedule, Cradle Solar must submit a copy of all property tax receipts for the Project, including amended reports, filed by Cradle Solar evidencing payment of taxes on Eligible Property.



**5.1.3** Cradle Solar has submitted its report/statement of compliance detailed in Article 7 below for the applicable year.

**5.2 County Chapter 381 Payments.** For a period of seven (7) years, or one-half (1/2) the Actual Productive Life of the Project, whichever is less, County shall annually pay to Cradle Solar, an amount of money (the “Chapter 381 Payment”) equal to the product obtained by multiplying the percentages detailed below by the Eligible Property Tax Revenues levied and collected by the County in such tax year that are attributable to the Project.

Year One	50%
Year Two	50%
Year Three	50%
Year Four	80%
Year Five	80%
Year Six	80%
Year Seven	80%

The benefits of the Chapter 381 Payments shall continue throughout the last year of the Term as long as the Property and Project continue to qualify throughout the last year.

**5.3** Although certain payments under this Agreement are calculated based on a formula applied to the Eligible Property Tax Revenues, this Agreement shall be not construed as a commitment, issue, or obligation of any specific taxes or tax revenue for payments to Cradle Solar. The payments to be made to Cradle Solar, if paid, shall be made solely from lawfully available funds that have been budgeted and appropriated each applicable fiscal year during the Term by County as provided in this Agreement. All payments will be made from the general fund of the County or from such other funds of the County as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution or Chapter 381 of the Local Government Code or any other economic development or financing program authorized by statute. In no event shall the County’s obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

In the event that the County does not appropriate funds in any fiscal year for payments due under this Agreement, such failure shall not be considered a default under this Agreement and County shall not be liable to Cradle Solar for such payments otherwise due during such fiscal year; however, the Term of this Agreement shall be extended one (1) year for each year the County fails to appropriate funds for payment otherwise due under this Agreement. The Agreement may be extended until Cradle Solar receives the Chapter 381 Payments due under this Agreement, so long as Cradle Solar remains compliant with the terms of this Agreement. If the County is unable to make payments for any fiscal year[s] of the Agreement, Cradle Solar will continue to submit the data required by this Article to preserve proof of the amount requested by Cradle Solar during the Term of this Agreement. Cradle Solar shall also have the right, but not the obligation, to rescind this Agreement. To the extent, there is a conflict between this paragraph and any other language or covenant in this Agreement, this paragraph shall control.

**ARTICLE 6.**  
**Covenants, Warranties, Obligations and Duties**

Cradle Solar makes the following covenants and representations to County and agrees to timely and fully perform the following obligations and duties, subject to the terms, provisions and conditions hereof. Any false statement contained herein or failure to timely and fully perform as required in this Agreement shall be an Act of Default by Cradle Solar, subject to the cure periods set forth in Article 8 below.

**6.1** Cradle Solar is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the Term of this Agreement.

**6.2** The execution of this Agreement has been duly authorized by Cradle Solar, the individuals signing this Agreement are empowered to execute such Agreement on behalf of Cradle Solar, and said authorization, signing and binding effect is not in contravention of the provisions of Cradle Solar's organization documents.

**6.3** To the knowledge of Cradle Solar, no litigation or governmental proceeding is pending or threatened against or affecting the Property or lease of the Property.

**6.4** There are no actions, suits or proceedings pending or, to Cradle Solar's knowledge, threatened against Cradle Solar affecting any portion of the Property, at law or in equity, or before or by any federal, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign.

**6.5** If Cradle Solar elects to develop the Project, Cradle Solar will use commercially reasonable efforts to obtain any necessary licenses, permits or approvals for the Project and will use commercially reasonable efforts to maintain all such necessary licenses and permits, to the extent required by law.

**6.6** Cradle Solar shall timely and fully comply with all of the terms and conditions of this Agreement, subject to the terms, provisions and conditions of this Agreement.

**6.7** If Cradle Solar's interest in the Property is a leasehold interest or easement interest (i.e., Cradle Solar is not the fee owner of the surface estate of the Property), then Cradle Solar shall remove all structures or fixtures, with the exception of actual buildings, in order to return the Property to its previous use within one (1) year of Cradle Solar's termination of active service and operation. Regardless of Cradle Solar's interest in the Property (i.e., a leasehold interest, easement interest, or fee ownership), Cradle Solar shall remove and dispose of all batteries, battery storage, and hazardous waste upon termination of active service and operation in accordance with the law at the time of removal. Additionally, Cradle Solar shall remove and properly dispose of any battery at the end of the life of the component in accordance with the law at the time.

**6.8** Cradle Solar shall identify all telecommunications facilities that may be affected by the Project and provide notice to each telecommunication provider or business that may be

affected. Cradle Solar shall use sufficient setbacks from all telecommunications facilities in order to prevent interference.

**6.9 Employment of Undocumented Workers.** During the term of this Agreement, Cradle Solar agrees not to employ directly and knowingly any undocumented workers on the Project, and if convicted of a violation under 8 U.S.C. Section 1324a(f), Cradle Solar shall repay the amount of the Chapter 381 Payments received by Cradle Solar as of the date of such violation within 120 business days after the date Cradle Solar is convicted of such violation, plus interest at the rate of five percent (5.0%) per annum, from the date of such conviction until paid. Cradle Solar agrees to notify County within thirty (30) days of any charge filed against Cradle Solar alleging the employment of undocumented workers under 8 U.S.C. Section 1324a(f).

**6.10 Annual Payment to Economic Development Fund.** Cradle Solar agrees to pay to County, through the Brazoria County Auditor's Office, an annual contribution to be used specifically to fund economic development in Brazoria County as authorized by Local Government Code, Section 381.004. Contributions will be made annually, for the Term, in the amount of .000207 of the value reported in "Part V Section F" of the application for Economic Development Agreement (estimated value of eligible improvements at the conclusion of this Agreement). Air carriers receiving abatement will contribute an amount equal to .000207 of the estimated value of the personal property of the air carrier indicated in its Application. Each project will contribute no more than \$25,000.00 for projects \$500 million or less in capital investment and no more than \$50,000 for project greater than \$500 million in capital investment nor less than \$2,000 annually to be used specifically to fund economic development in Brazoria County as authorized by Local Government Code, Section 381.004. The annual contribution shall be paid to Brazoria County through the County Auditor's Office on or before January 1 of each year of the economic development agreement term.

## **ARTICLE 7.** **Reporting and Monitoring**

**7.1** During the Term of this Agreement, Cradle Solar shall collect and maintain all records necessary for calculating the Development Costs and documenting employment (the "Records"). Cradle Solar, during normal business hours, with five (5) business days' prior notice, shall allow the County reasonable access to review the Records in Brazoria County, Texas, but the confidentiality of such Records shall be maintained by the County unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena, or at the direction of the Office of the Texas Attorney General.

**7.2** Following the Payment Commencement Date of the Project, Cradle Solar must submit a written report/statement of compliance annually during the life of this Agreement to the Brazoria County Commissioners Court clearly detailing the status of the Project, the amount expended on Development Costs, Cradle Solar's use of Brazoria County vendors and service providers, and the number of new operation and maintenance jobs created during the previous year as set forth under Article 4 of this Agreement. Said report/statement must be filed by January 31<sup>st</sup> of each year with the County Judge.

7.3 Cradle Solar has a continuing obligation for a period of fourteen (14) years from the Payment Commencement Date to report to the County any site closure or permanent cessation of operation of the Project.

**ARTICLE 8.**  
**Default**

8.1 Should Cradle Solar fail to comply with the obligations under this Agreement, subject to Force Majeure, such failure shall be an Act of Default by Cradle Solar and, if not cured and corrected within sixty (60) days after written notice to do so, the County, as its sole and exclusive remedy, except as outlined in Section 4.1.8, may terminate this Agreement, cease making any Chapter 381 Payments pursuant to this Agreement, withhold Chapter 381 Payments, and seek recapture of Chapter 381 Payments as set forth in Section 4.1.6 subject to the County's rights under Section 10.16 of this Agreement. Cradle Solar shall not be responsible for any alleged consequential damages arising pursuant to this Agreement. Notwithstanding the above, if such Act of Default is a matter beyond Cradle Solar's reasonable control that cannot be cured by reasonably diligent efforts within sixty (60) days, then such occurrence shall not be an Act of Default so long as Cradle Solar promptly initiate and diligently and continuously attempt to cure the same, even if the same is not cured within said sixty (60) day period.

8.2 An Event of Bankruptcy or Insolvency on the part of Cradle Solar shall constitute an Act of Default for purposes of this Article.

8.3 In the event of unforeseeable third party delays and upon a reasonable showing by Cradle Solar that they have immediately and in good faith commenced and are diligently and continuously pursuing the correction, removal or abatement of such delays by using their diligent, good faith efforts, County may consent to and excuse any such delays, which consent and excuse shall not be unreasonably withheld, conditioned or delayed.

8.4 Any delay for any amount of time by County in providing notice of Default to Cradle Solar shall in no event be deemed or constitute a waiver by County of such default of any of County's rights and remedies available, as set forth herein.

8.5 Any waiver granted by County to Cradle Solar of an Act of Default shall not be deemed or constitute a waiver of any other existing or future Act of Default by Cradle Solar or of a subsequent Act of Default of the same act or event by Cradle Solar.

8.6 Should Cradle Solar be in Default of this Agreement, as defined within this Agreement, beyond the applicable cure period(s), County shall have the remedies set out in Section 8.1 and 4.1.8 as its sole and exclusive remedies.

8.7 Notwithstanding the foregoing, should Cradle Solar fail to commence the Project by the Commencement Deadline or fail to complete the development of the Project on or before the respective Completion Deadline (in all cases subject to Force Majeure), the County shall have

the right to terminate this Agreement after thirty (30) days following Cradle Solar's receipt of Notice from County of intention to terminate.

**ARTICLE 9.**  
**Assignment**

**9.1** Cradle Solar may assign this Agreement to a new owner or lessee of the Project upon the approval by resolution of the Commissioners Court of Brazoria County subject to the financial capacity of the assignee and provided that all conditions and obligations in this Agreement are guaranteed by the execution of a new contractual agreement with the County. No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessees are liable to County or any affected jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably withheld.

**9.2** Notwithstanding any other provision hereof, County agrees that Cradle Solar may, with the prior consent of the County not to be unreasonably withheld, implement financing structures, including construction lending or tax equity financing, and in any case, mortgage, pledge, or otherwise encumber its interest in the Project, its leasehold and easement interests in the Property, and/or its interest in this Agreement to any lender, any trustee or beneficiary under a deed of trust, any master or special servicer, or any tax equity investor (in any type of financing, a "Mortgagee") for the purpose of financing operations of the Project, constructing the Project, or acquiring additional equipment for the Project following any initial phase of construction. Any Mortgagee shall be entitled to cure or commence cure of any such defaults on behalf of Cradle Solar, and County shall accept such curative action by Mortgagee in the same manner as if the curative action was completed by Cradle Solar. This provision shall not be construed to limit or diminish the County's lien priority for taxes owed pursuant to the Texas Tax Code.

**ARTICLE 10.**  
**Miscellaneous Provisions**

**10.1 Complete Agreement/Amendment.** This Agreement represents a complete agreement of the Parties and supersedes all prior written and oral matters related to this Agreement. This Agreement may be canceled, changed, modified or amended, in whole or in part, only by the written agreement by the Parties.

**10.2 Mutual Assistance/Good Faith.** The County and Cradle Solar agree to act in good faith and to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist the Parties in carrying out such terms and provisions in order to put the Parties in the same condition contemplated by this Agreement.

**10.3 Permitting.** The Parties agree to cooperate with one another to facilitate the expeditious processing of permits, including zoning application(s), subdivision applications, plat approvals, development application(s), building permit applications, crossing agreements, and road use agreements and permissions required for the Project and other development on the Property, if any.

**10.4 Representations and Warranties.** The Parties represent and warrant to one another that this Agreement is within their authority, and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction.

**10.5 Force Majeure.** All obligations of Cradle Solar and County (excluding monetary obligations) shall be subject to events of “Force Majeure” which shall mean any contingency or cause beyond the reasonable control of a party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such party), fires, explosions, floods, strikes, slowdowns or work stoppages, or shortage of materials and labor.

**10.6 Binding Effect.** This Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns.

**10.7 Termination.** If Cradle Solar elects not to proceed with the development of the Project as contemplated by this Agreement, Cradle Solar may notify the County in writing, and this Agreement and the obligations of all Parties will be deemed terminated and of no further force or effect as of the date of such notice, except those that expressly survive the termination hereof, if any.

**10.8 Notice.** Any notice or other communication (“Notice”) given under this Agreement must be in writing, and may be given: (i) by depositing the Notice in the United States Mail, postage paid, certified, and addressed to the Party to be notified with return receipt requested; (ii) by personal delivery of the Notice to the Party, or an agent of the Party; or (iii) by confirmed facsimile, provided that a copy of the Notice is also given in one of the manners specified in (i) or (ii). Notice deposited in the mail in the manner specified will be effective when deposited with the United States Postal Service. Notice given in any other manner will be effective only if and when received by the Party to be notified. For the purposes of Notice, the addresses of the Parties will, until changed as provided below, be as follows:

**Cradle Solar:**

Cradle Solar, LLC

Attn: \_\_\_\_\_

6688 N. Central Expressway  
Suite 500  
Dallas, Texas 75206

**County:**

L. M. “Matt” Sebesta, Jr.

County Judge

111 E. Locust, Suite 100

Angleton, Texas 77515

**With a copy to:**

Mary Shine  
Assistant District Attorney  
111 E. Locust, Suite 408A  
Angleton, Texas 77515

Any Party may designate a different address or additional notice party (such as a lender or financing party) at any time by giving Notice to the other Party.

**10.9 Interpretation.** In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any Party based on draftsmanship.

**10.10 Relationship of the Parties.** This Agreement will not be construed as establishing a partnership or joint venture, joint enterprise, express or implied agency, or employer-employee relationship between the parties. Neither the County nor its respective past, present or future officers, elected officials, employees or agents, assume any responsibility or liability to any third party in connection with the development of the Property or the design, construction or operation of any portion of the Property.

**10.11 Applicable Law.** This Agreement is made, and will be construed and interpreted, under the laws of the State of Texas and venue will lie in Brazoria County, Texas. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents or representatives as a result of the approval or execution of this Agreement, except as otherwise expressly set forth herein.

**10.12 Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected and it is also the intention of the Parties that, in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

**10.13 Paragraph Headings.** The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the paragraphs.

**10.14 No Third Party Beneficiaries.** This Agreement is not intended to, nor shall it be interpreted to, confer any rights, privileges or causes of action upon any third party.

**10.15 Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. A facsimile signature will be deemed to be an original signature for all purposes.

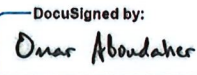
**10.16 Legal Action.** In the event that a Party initiates a cause of action in court, the prevailing party or parties shall be entitled to reasonable and necessary attorney's fees and costs of court.

*[Signature Page Follows]*



EXECUTED this the 27<sup>th</sup> day of September, 2022.

**Cradle Solar, LLC**  
a Delaware Limited Liability Company

By:   
Name: Omar Aboudaher  
Title: Authorized Signatory

Date: 9/13/2022

**BRAZORIA COUNTY, TEXAS,**  
a political subdivision

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

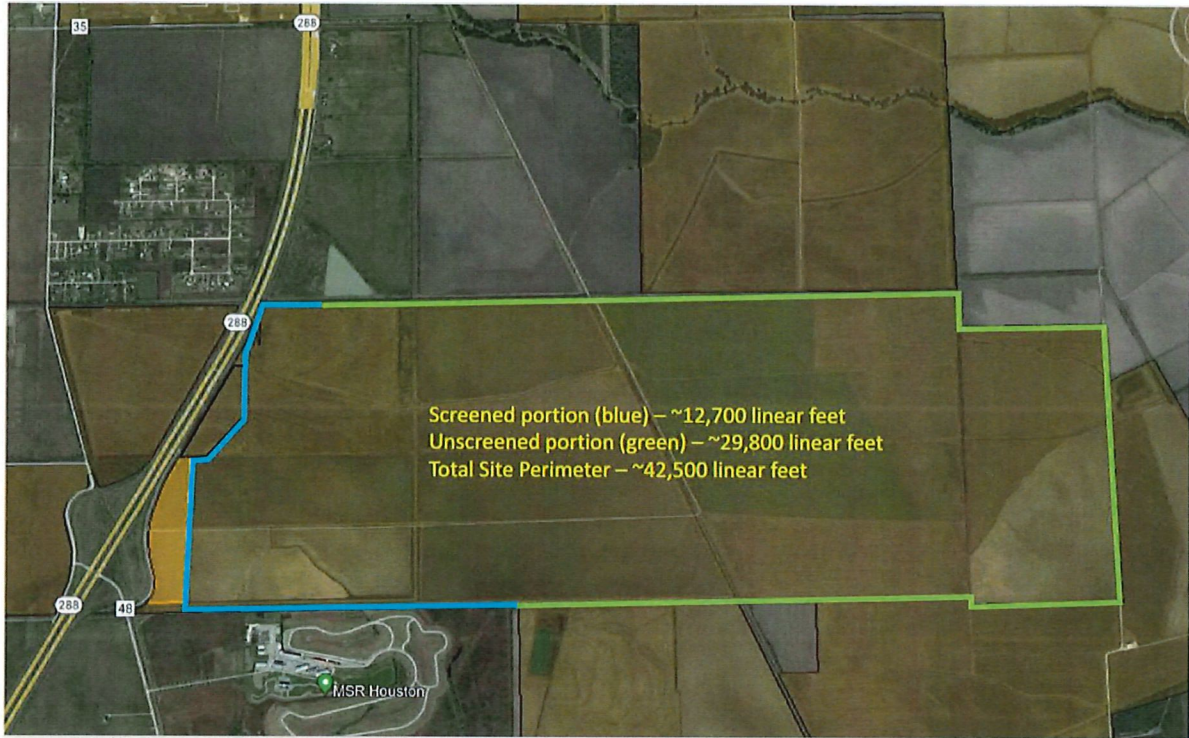
Date: 9-27-22

## Exhibit "A" - Description of Property

NFP Brazoria Solar, LP is proposed to be located on the following parcels:

Parcel ID	Owner	Facility Address	Legal Description
151278	Founders Way LP	County Road 618 TX 77583	A0024 S F AUSTIN TRACT 29-29A-30R-PT TR 30 ACRES 1550.32
556728	Founders Way LP	N/A	A0024 S F AUSTIN TRACT 30 (PT) ACRES 77.59
166784	Founders Way LP	County Road 46	A0249 H T & B R R TRACT 2-3 ACRES 280.54
151274	Founders Way LP	County Road 48- SH 288 Off NAR	A0024 S F Austin Tract 29r (canal) Acres 9.81

**Exhibit "B" – Depiction of the Project Boundaries Subject to Screening Requirements**





# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.6.**

**11/28/2023**

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Deliberation of Business and Financial Issues with Next Level

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The Court finds that deliberation of business and financial issues related to a contract with Next Level in an open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations.



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.7.**

**11/28/2023**

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Road Use Agreement between Brazoria County and Brazoria Solar I, LLC

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Authorize entering into a Road Use Agreement between Brazoria County and Brazoria Solar I, LLC regarding the use of portions of County Roads 213, 598, and 233.

Further, that the County Judge be authorized to sign said agreement after final review by the District Attorney's Office-Civil Division.

**MEMORANDUM OF UNDERSTANDING**

**STATE OF TEXAS**                   §  
  §  
**COUNTY OF BRAZORIA**       §

This Memorandum of Understanding (the "MOU") is made and entered into as of \_\_\_\_\_, 2023, by and between **BRAZORIA COUNTY, TEXAS** (the "County"), acting by and through its Commissioners Court (the "Court"), and **BRAZORIA SOLAR I, LLC** (the "Company").

**RECITALS**

**WHEREAS**, Company intends to develop a solar facility in Brazoria County, Texas ("Project");

**WHEREAS**, the Project requires the use of certain county roads, under the jurisdiction and maintenance of the County ("County Roads") as identified in Exhibit A, attached hereto;

**WHEREAS**, it is anticipated that Company's use of the County Roads could result in some degree of damage to the County Roads during the duration of the Project; and

**WHEREAS**, the parties desire to enter into this MOU documenting their intention to work cooperatively to develop procedures to document the pre- and post-construction condition of construction access roads used by the Company, to determine the damage caused by the Company's construction traffic, if any, and to provide for the repair thereof.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants, promises and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed and stipulated as follows:

1.    **ROUTE DESIGNATION.** After the Company determines the final construction route through the County, the parties agree to meet for the following purposes:

(a) The Company will provide a traffic impact analysis to County in order for County to determine whether temporary improvements will be required to maintain the safety of the public.

(b) County officials will provide information to the Company regarding the load-bearing capability and condition of County roads and bridges, which have been identified by the Company as potential routes for construction traffic.

2. **PRECONSTRUCTION MEETING.** After the Company has selected its construction traffic routes, but before construction begins, the Company and County will hold a pre-construction meeting or meetings to accomplish the following:

(a) The parties will jointly and cooperatively document the pre-construction condition of County Roads which will be used for construction access. The parties shall jointly participate in the videotaping of the pre-construction condition of the roads; Company shall retain and pay for the videographer. Both parties will be provided a copy of the video. After the videotaping and prior to Company beginning any construction or accessing the County Roads for construction, the parties shall acknowledge the mutually agreed upon pre-construction classifications of the County Roads; the acknowledgement, shall then be attached to this MOU and incorporated herein so that it constitutes a part of this MOU, shall establish the discount factor that will be applied to each road and include the maximum potential costs if all County Roads are damaged the entire length of such County Roads.

3. **POST-CONSTRUCTION MEETING.** After construction is complete in the County, the parties agree to meet to jointly and cooperatively document the post-construction condition of County Roads used for construction access to determine what damage, if any, has occurred and the extent to which Company's construction traffic may be responsible for said damage. The parties further agree to work cooperatively to quantify the damage for which

Company may be responsible and to provide a mechanism for the repair of such road damage.

4. **REMEDICATION OF ROAD DAMAGES**. Company agrees that it will reimburse the County for, or otherwise repair to County standards, damages to the County Roads to the extent such damage results from Company's road use on the Project. For the avoidance of doubt, Company shall have no obligation for any improvement, maintenance, or repair to the County Roads caused by weather, acts of God, war, or any third party not affiliated with Company.

(a) **Emergency and Interim Repairs**. The County has, and will continue to have to maintain the County Roads being damaged while the project is progressing to ensure the safety of the traveling public. Company agrees that it will reimburse the County promptly for emergency-related maintenance work performed by the County caused by Company's use of the County Roads. The County will contact the Company regarding such repairs within 24 hours after the start of the emergency repair. Following any repairs, the County will submit to the Company an invoice with all appropriate documentation that substantiates and verifies that the County Road repairs directly resulted from Company's use of the County Roads for the Project as provided above. Company will have 30 days to review and, if necessary, object to such costs or scope. If Company has concerns or needs clarification on an invoice, the Company representative and the Precinct Commissioner and County Engineer will cooperatively confer to clarify and resolve any concerns.

Invoices shall be submitted to:

\_\_\_\_\_  
Attention: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_



Concerns with Invoices shall be submitted to:

Matthew Hanks  
Brazoria County Engineer  
Angleton, Texas 77515  
(979) 864-1265  
[matth@brazoriacountytx.gov](mailto:matth@brazoriacountytx.gov)  
[karenm@brazoriacountytx.gov](mailto:karenm@brazoriacountytx.gov)

Deliver Payments to:

Angela Dees  
Brazoria County Treasurer  
111 E. Locust, Suite 305  
Angleton, Texas 77515

(b) **Final Completion and Termination of Agreement.** Upon completion of the Project, Company shall provide written notice to the County (“Final Notice of Completion”). Within nine (9) months after Company’s delivery of the Final Notice of Completion, Company and County shall determine the final extent of the damage caused to the County Roads directly resulting from Company’s use of the County Roads for the Project and shall agree to a reasonable amount designed to reimburse the County for such damages. Upon Company’s payment of this final amount, this Agreement shall terminate and Company shall have no further obligations to the County for this Project.

5. County is accepting this MOU in lieu providing a bond as required by County heavy haul regulations.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed as of the date and year first above written, although executed on the date set forth by the respective names.

**BRAZORIA SOLAR I, LLC**

**BRAZORIA COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
L. M. "Matt" Sebesta, Jr.  
County Judge  
Date: \_\_\_\_\_

**ACKNOWLEDGEMENTS**

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did say that he/she is the \_\_\_\_\_ of Brazoria Solar I, LLC, and that the instrument was signed on behalf of the company and that he/she acknowledged the instrument to be the free act and deed of the company.

\_\_\_\_\_  
NOTARY PUBLIC

Printed Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS           §  
  §  
COUNTY OF BRAZORIA       §

BEFORE ME, the undersigned authority, on this day personally appeared L. M. “Matt” Sebesta, Jr., **County Judge of Brazoria County, Texas**, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed and in the capacity therein and herein described.

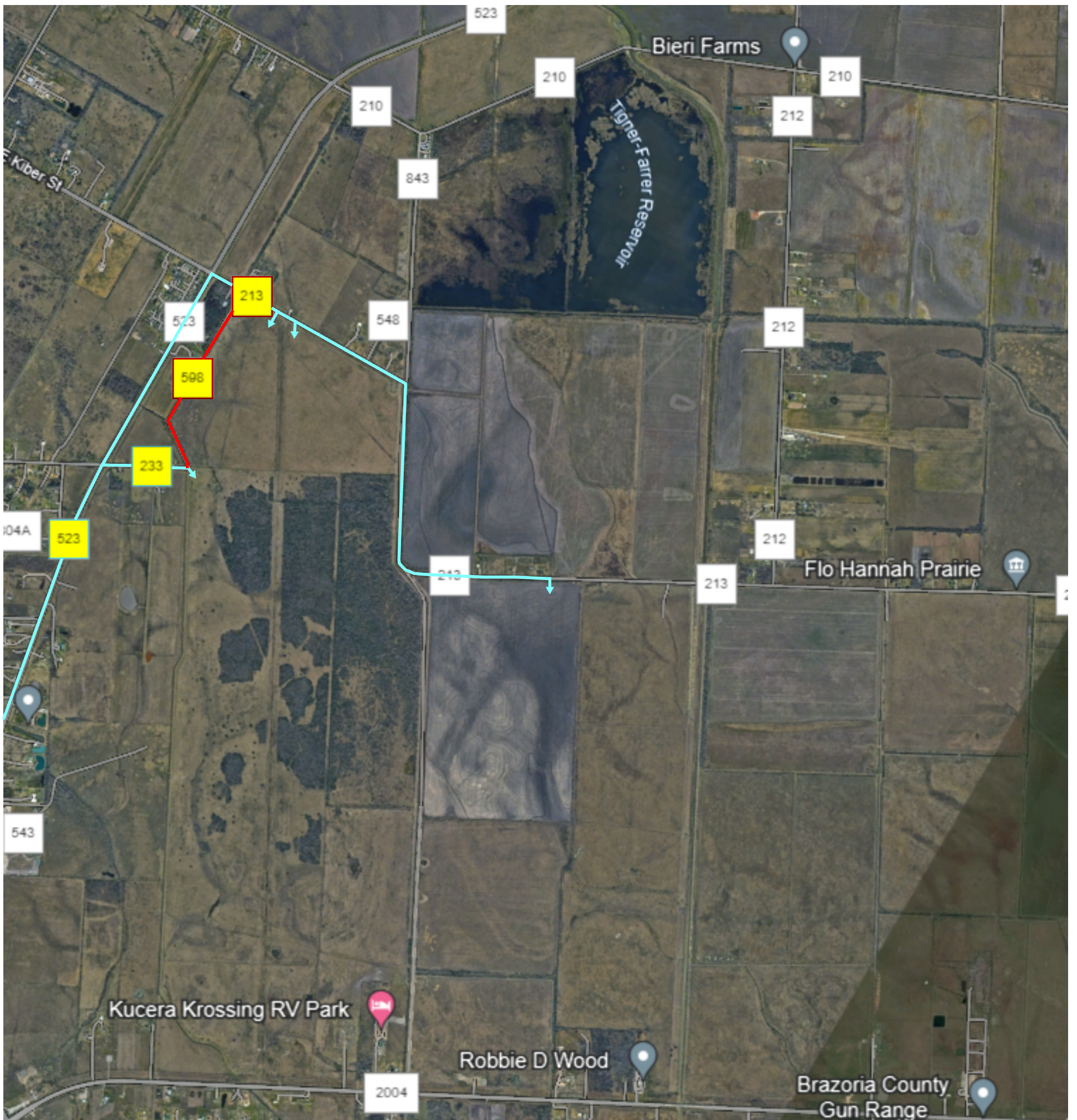
GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public, In and For the State of Texas

# EXHIBIT A



# Local Delivery Routes (Utilizing County Roads)



- Secondary (Last Resort) Delivery Option
- Primary Delivery Option
- ➔ Proposed Site Access Point

County Roads Utilized:

- CR-213 - 1.95 miles
- CR-523 - 3.03 miles
- CR-598 - 0.67 miles
- CR-233 - 0.28 miles



**COMMISSIONERS COURT OF BRAZORIA  
COUNTY**

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**ORDER NO. H.8.**

**11/28/2023**

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Resolution - Standing with Israel Against Terrorism

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The Court hereby adopts the attached Resolution requesting the Standing with Israel against Terrorism.



# RESOLUTION

## STANDING WITH ISRAEL AGAINST TERRORISM

WHEREAS, on October 7, 2023, Hamas, an organization designated by the United States as a foreign terrorist organization, launched an unprecedented attack on Israel by air, land, and sea; and

WHEREAS, this heinous assault took place just after the 50th anniversary of the multi-front 1973 Yom Kippur War against Israel and while Israeli Jews were preparing to celebrate Simchat Torah; and

WHEREAS, Hamas, which has long been supported by Iran, launched thousands of rockets into southern and central Israel; and

WHEREAS, Hamas terrorists crossed the Israeli land border, killing civilians and abducting hostages in more than 20 towns in southern Israel, including children and the elderly; and

WHEREAS, the initial attack killed more than 1,300 Israelis and injured thousands more; and

WHEREAS, American citizens in Israel are among those killed and abducted by Hamas since October 7, 2023; and

WHEREAS, since October 7, 2023, Hamas is directly responsible for the deaths of hundreds of Palestinians; and

WHEREAS, expansion of this war to other fronts by Hezbollah, Iran, or others would create an even more devastating regional catastrophe; and

WHEREAS, Iran has long provided hundreds of millions of dollars in material support to Hamas and other terrorist groups, such as Palestinian Islamic Jihad.

NOW, THEREFORE, be it RESOLVED, that the Brazoria County Commissioners Court stands with the United States in its resolve for Israel's right to defend itself, including Israeli efforts to diminish the threat posed by Hamas.

APPROVED this 28<sup>th</sup> day of November, 2023.

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Brazoria Count Judge

L. M. "Matt" Sebesta, Jr.

---

Commissioner, Precinct 1

Donald "Dude" Payne

---

Commissioner, Precinct 2

Ryan Cade

---

Commissioner, Precinct 3

Stacy L. Adams

---

Commissioner, Precinct 4

David Linder





# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.9.**

**11/28/2023**

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Accept the Brazoria County Sexual Assault Response Team's Biennial Report

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In accordance with Texas Local Government Code §351.257, the Court recognizes and accepts the biennial report of the Brazoria County Sexual Assault Response Team.





# BIENNIAL REPORT 2023

Brazoria County Adult Sexual Assault Response Team

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# EXECUTIVE SUMMARY

## Background

During the 87<sup>th</sup> Texas Legislature, Senate Bill 476 passed and went into effect on September 1, 2021, under Texas Local Government Code Chapter 351, Subchapter J (Sections 251 through 258). The new law mandated the formation of an Adult Sexual Assault Response Team (SART), established by the commissioners court of each county to strengthen the collaborative response, and enhance health and judicial outcomes for sexual assault survivors. On November 23, 2021 the Commissioners Court of Brazoria County established the Brazoria County Adult Sexual Assault Response Team, appointing its first six members. On November 29, 2021, the SART met for the first time, bringing representatives from various agencies throughout the community together with a common goal to increase efficacy of response and to minimize traumatization of adult sexual assault survivors.

## Objectives

Since its formation, the Brazoria County SART has established several objectives, both mandated and internally driven. These include:

- Identify and include key stakeholders, in addition to the legislatively mandated participants, to ensure a more comprehensive community assessment of adult sexual assault victim's needs.
- Establish and submit written protocols addressing the coordinated response for adult survivors in accordance with Texas Government Code 351.256.
- Develop quarterly cross-agency training on the dynamics of sexual assault for response team members.
- Review comprehensive data being collected by all agencies to better identify adult sexual assault victims and community vulnerabilities.
- Ensure adequate resources and procedures are in place to offer around-the-clock access to sexual assault program advocates.

## Challenges

- Unfunded mandate that placed an increased requirement on multiple, historically understaffed, disciplines. This includes not only sexual assault program advocates, but also crime victims liaisons to assist with law enforcement accompaniments.

- Identified the language used by various disciplines had inconsistent meanings, leading to discussion and clarification of various definitions to ensure the most accurate data collection possible.
- Unexpected resignation of initial presiding officer.
- Representation of only a portion of law enforcement agencies across the county.
- Balancing the prioritization of adult survivor confidentiality with reporting and case review requirements.
- Regression in volunteers at community centers following the COVID-19 Pandemic.
- Gaps in advocate availability for hospital accompaniments.
- Specific training required to certify advocates was found to be ill-defined and difficult to access.

## **Accomplishments**

- Brazoria County demonstrated an overwhelming commitment and initiative with the timeliness of the Brazoria County Adult SART establishment; with the first meeting taking place just six days following appointments. Today the SART consists of 10 members, representing eight different organizations throughout Brazoria County.
- Embraced the seriousness of the work with a more rigorous meeting schedule throughout 2022 vs quarterly recommended in the legislation. This resulted in a comprehensive and timely completion and adoption of Brazoria County Adult SART Sexual Assault Protocol.
- Strengthening interdisciplinary relationships with clarification of responsibilities.
- Established quarterly training to better educate members of the various roles represented for the best trauma informed response to adult sexual assault victims.
- Met with Southeast Texas Police Chiefs Association (SETPCA) to attempt to gain additional LE involvement on May 10, 2023.

## **Recommendations**

The Brazoria County Adult SART must continue to educate organizations throughout the community and expand its representation in law enforcement agencies and sexual assault advocate resources. The more data that can be collected, and the more resources that we can utilize to facilitate the care of sexual assault victims, the better the community becomes at providing a wholesome, trauma informed response.

# SART OVERVIEW

## **Purpose**

The purpose of the Brazoria County Adult SART is to strengthen the collaborative response and enhance health and judicial outcomes for sexual assault survivors who are adults, of the age 18 or older. Our mission is to ensure a competent and trauma informed interdisciplinary response from all agencies involved with adult victims of sexual assault.

## **Membership Composition**

Brazoria County Alliance for Children - Kristi Hawkins

Brazoria County District Attorney's Office - Mary Aldous

Brazoria County Sheriff's Office - LT Jeff Mink

Brazos Place - Joe Gardzina

Memorial Hermann Health System Forensic Nursing Services - Jamie Ferrell

Pearland Police Department - CPT Derek Dunham (Presiding Officer)

Texas Forensic Nurse Examiners - Khara Breeden Texas

Forensic Nurse Examiners - Brookley Del Bosque

Women's Center of Brazoria County - Claudette Tuggle

Women's Center of Brazoria County - Kathi Perkins

# WRITTEN PROTOCOLS

## Mission

The Brazoria County Adult Sexual Assault Response Team (SART) is comprised of representatives from Women's Center of Brazoria County, Brazoria County District Attorney's Office, Brazoria County Sheriff's Office, Pearland Police Department, Memorial Hermann Health System Forensic Nursing Services, Texas Forensic Nurse Examiners, and Adapt Programs. The mission of the Brazoria County Adult SART is to ensure a competent and informed interdisciplinary response from all agencies involved to adult victims of sexual assault.

WE, the undersigned Agencies, by and through our designated representatives, agree to support the stated mission of the Brazoria County Adult SART.

WE further hereby agree:

To minimize the re-victimization of adult sexual assault victims through the investigation, assessment, intervention and prosecution processes;

To maintain a cooperative response team approach to facilitate successful outcomes in the criminal justice systems through shared fact-finding and strong, collaborative case development;

To continue to improve processes and work with professionals in the community who deal with adult victims of sexual assault;

To serve as a local and regional resource for information and education on adult sexual assault issues;

That all State and Federal confidentiality laws will be followed in connection with this agreement; and

That this document shall be reviewed and modified as deemed necessary by the SART to ensure compliance with all state and federal laws as well as recognized best practices within the field, or upon a change of authorized partner signatories.

## Vision

Brazoria County Adult SART is committed to improving the treatment of adult sexual assault survivors with respect and compassion through trauma informed practices, and to promote the apprehension and prosecution of perpetrators.

## Goals

The goals of the Brazoria County Adult SART are the following:

- I. Minimize trauma

- II. Provide advocacy and support
- III. Refer to community providers to meet needs
- IV. Hold offenders accountable

## Values

### I. VICTIM-CENTERED APPROACH

- a. This approach is defined as the systematic focus on the needs of the victim and accounts for the victim's history, experience, and perspective, as well as the impact of the criminal justice process on them and their family and community. In a victim-centered approach, the victim's safety and well-being take priority in all matters and procedures.
- b. A victim-centered approach seeks to minimize re-traumatization associated with the criminal justice process by providing the support of advocates and service providers, empowering victims as engaged participants in the criminal justice process, and providing victims an opportunity to play a role in seeing justice served.
- c. This approach is one of the most important aspects of the collaboration that arises from Adult SARTs: the knowledge that we gain from a collaborative response to sexual assault in our community promotes trust among partners and seeks to keep victims at the center of our justice process.

### II. TRAUMA-INFORMED APPROACH

- a. An understanding of trauma and its effects, as well as the principles of being trauma-informed, are key for service providers and criminal justice system professionals. We must understand trauma and its manifestations and approach all interactions through a trauma-informed lens.
- b. Trauma-informed approach is a strengths-based framework that is responsive to the impact of trauma, emphasizing physical, psychological, and emotional safety for both Adult SART responders and victims; and creates opportunities for victims to rebuild a sense of control and empowerment. The approach:
  - i. Realizes the widespread impact of trauma and understands potential paths for recovery;
  - ii. Recognizes the signs and symptoms of trauma in victims, families, staff, and others involved with the system;
  - iii. Responds by fully integrating knowledge about trauma into policies, procedures, and practices; and
  - iv. Seeks to actively resist re-traumatization.



### III. REDUCE VICTIM-BLAMING

- a. Victim blaming refers to attitudes or beliefs that hold victims partially or completely responsible for being sexually assaulted. Victim blaming typically utilizes the argument that if the victim had not made a particular choice, engaged in a particular activity, or acted in a particular way, this person would not have been assaulted. Victims usually engage in this type of second guessing and hearing any variation of this theme from others adds to the trauma already being experienced.
- b. Through collaborative response and cross-agency training, the Adult SART seeks to ensure that the blame for the crime remains set on those who perpetrated the crime.

### IV. TEAM BUILDING BETWEEN AGENCIES

- a. The relationships that we build with each other as members of the Adult SART are essential to achieve positive outcomes in sexual assault cases. Collaborative response provides a systematic response that allows victims to feel supported, informed and involved. It is essential that this team make time to build and strengthen relationships and address issues that arise through a multi-disciplinary approach of its members, with the best interest of victims in mind. We must also search for ways to increase collaboration between the partners.

### V. STANDARDS AND TRAINING

- a. Adult SART members will ensure the policies and effort it puts forth promote best practices and effective intervention to address adult sexual assault in the county. To do this, Adult SART members will meet at least quarterly.
- b. Members of the Adult SART will commit to attending and providing cross training opportunities between all partner agencies annually. Members also commit to respond to requests for cross training.
- c. This Protocol will be reviewed and updated annually by the Adult SART members. As part of the implementation process, there is a commitment by all partners to provide training to their agencies on the Protocol and all updates thereafter.
- d. The Adult SART members will plan and implement effective prevention strategies and collaborate with other agencies, including educational institutions, to address adult sexual assault in the county. Areas of focus may include sexual assault perpetrated by strangers or persons known to the adult victim, predatory date rape, and drug-facilitated sexual assault.

### Agency Commitments

- I. The role of the **Brazoria County District Attorney's Office (DA's office)** is to file appropriate criminal charges and to seek justice. Charging decisions shall be based upon the professional judgment of the District Attorney's Office.

The DA's Office commits to:

1. Designate a liaison to serve as a resource person for the SART.
2. Routinely share information among team members and provide information about the case status as needed and as allowed by law.
3. Maintain communication and contact with the SART and establish a method for follow-up of disposition of cases.
4. Provide reasonable notification of upcoming trial(s) to all witnesses who will be testifying in court.
5. Participate in SART and community training activities as determined by SART.
6. Collaborate with crime victim liaison to meet victim needs regarding crime victim's rights, compensation, and services throughout prosecution.
7. Provide ongoing process improvement information to the SART.

- II. The role of the **Women's Center of Brazoria County** is to aid survivors of domestic violence and sexual assault and their children to achieve safety and self-sufficiency.

Women's Center of Brazoria County commits to:

1. Designate a liaison to serve as a resource person for the SART.
2. Routinely share information among team members and provide information about case status as needed and as allowed by law.
3. Participate in SART and community training activities as determined by the SART.
4. Collaborate with other members of the SART to meet client needs regarding crime victim's rights, advocacy, and accompaniment throughout the justice and restorative process.
5. Provide investigative interview accompaniments when requested by victim during regular office hours Monday through Friday 8:30 am to 4:30 p.m.
6. Provide a simple call system with minimal phone calls that will facilitate rapid response to victim's needs.
7. Demonstrate a 60-minute response time from time call received to time advocate arrives to the emergency department.
8. Provide hotline for adult sexual assault victims with appropriate healthcare facility choices for medical assessment and forensic examination when requested.
9. Provide information, emotional support and crisis intervention for adult sexual assault victims and their family members, and/or friends at the hospital.
10. Provide appropriate referrals and follow up care.
11. Provide follow-up intervention, peer support counseling and advocacy services for adult victims and family members as requested.
12. Provide ongoing process improvement information to the SART.

- III. The role of **Participating Law Enforcement Agencies** is, in their respective jurisdictions, to investigate reports of sexual assault. The decisions concerning the arrest of a perpetrator shall be based upon law and current department policy.

Participating Law Enforcement Agencies commit to:

1. Designate a liaison to serve as a resource person for the SART meetings.
2. Routinely share information among team members and provide information about case status as needed and as allowed by law.
3. Interview and interaction with adult victims.
  - a. The responding officer to a call of sexual assault should conduct the initial interview of the victim using a trauma-informed approach to gather information that is immediately necessary to determine evidence to collect, the identity of the perpetrator or possibly witnesses.
  - b. Officers will follow Texas Code of Criminal Procedure Article 56A.3515 regarding the presence of sexual assault program advocate or other victim's representative during law enforcement interview with a victim of sexual assault.
  - c. All interviews of the victim should be recorded when possible in accordance with department policies.
  - d. In accordance with Texas Code of Criminal Procedure Art. 58.102, victims may request use of a pseudonym and officer(s) should complete the appropriate form.
  - e. The investigating officer or detective should conduct any follow up interviews using a trauma-informed approach.
  - f. Ensure that while the case is being investigated that victims receive communication on the status of the case once every 60 days unless the victim indicates otherwise.
4. Receive forensic evidence that has been collected from the adult victim and/or suspect for approved forensic exams and ensure timely submission to the laboratory for forensic testing according to the time frame outlined by legislative mandates.
5. Participate in SART and community training activities as determined by the SART.
6. Provide training to patrol officers and detectives responding to sexual assaults on evidence collection and trauma-informed approach and establish policies to be implemented in responding to sexual assault calls and investigations.
  - a. Maintain current list of forensic nursing providers available to all officers responding to adult sexual assault
  - b. Ensure that the proper law enforcement referral for a medical/forensic examination is completed in any investigation where an adult victim is eligible for a medical/forensic examination and the adult victim is informed of where a Sexual Assault Nurse Examiner (SANE) can be accessed.

7. Collaborate with crime victim liaisons to meet adult victim needs regarding crime victim's rights, compensation and advocacy throughout investigation and prosecution.
8. Provide ongoing process improvement information to the SART.
9. File investigations with the District Attorney's Office in a timely manner with all evidence according to state laws and department protocols.
10. Maintain and share statistics on the number of adult cases reported to law enforcement and the number of those adult cases that involve drug-facilitated sexual assault, the incidence of predatory date rape, and sex trafficking.

IV. The role of **Sexual Assault Nurse Examiners (SANE)** and physicians with specialized training serve a critical function in the response and care of adult victims of sexual assault. These healthcare providers understand how trauma impacts individuals and respect the value of empowerment and choice as vital to recovery in the aftermath of sexual assault. Texas Forensic Nurse Examiners: Forensic Center of Excellence and Memorial Hermann Health System Forensic Nursing Services respond to adult victims of sexual violence within Brazoria County and are committed to providing high quality care and forensic evidence preservation while working with partner agencies to ensure the best interests of the victims.

**Texas Forensic Nurse Examiners** commit to:

1. Designate a liaison to serve as a resource person for the SART and MDT meetings.
2. Provide medical forensic exams to victims that experience sexual assault, domestic violence, trafficking, and child and elder abuse.
3. Collaborate with hospitals in Brazoria County to provide contracted forensic nursing services 24 hours a day, with an arrival time average of 90 minutes.
4. Provide acute and non-acute exams of victims of sexual and physical violence (TXFNE protocol - 7 days).
  - a. Acute exam - medical forensic exam completed, evidence is collected within 120 hours of incident
  - b. Non-acute - medical forensic exam completed, evidence is not collected
5. Conduct evidence collection when appropriate and with best practice standards.
6. Forensic photography will be conducted for all consenting patients that have a medical forensic exam and will be secured and stored in a HIPPA compliant manner.
7. Provide testing and treatment for sexually transmitted infections and referral for chronic infections.
8. Patients needing medical forensic exams will have their exam conducted in their preferred language and with culturally specific considerations.
9. Patients will be identified utilizing their preferred pronouns and identities.
10. Provide medical records to law enforcement and the District Attorney's Office within two weeks of subpoena request.

11. Allow nurses to meet with the District Attorney's Office for pretrial conference meetings, ensure nurses maintain contact with the District Attorney's Office when a case is pending or in process for hearings or trial, and notify the District Attorney's Office of address and/or telephone number changes of any of the nurses.
12. Provide SANE education and precepting of SANE candidates and ensure all nurses maintain a high level of competency through ongoing education and case reviews that will apply to their certification renewal.
13. Agree to meet with the nursing team to discuss quality of care, peer and procedural review and provide ongoing process improvement information to the SART.
14. Maintain the availability of an Adult SANE specialist to provide adult medical forensic assessments at the following locations 24/7 with an average response time of 90 minutes:
  - a. HCA: Clear Lake
  - b. HCA: Texas City - Free-standing ER
  - c. HCA: Mainland
  - d. HCA: Pearland
  - e. HCA: Pearland - Free-standing ER
  - f. HCA: Southeast
  - g. CHI: Brazosport
  - h. CHI: Pasadena

**Memorial Hermann Forensic Nursing Services** provides holistic healthcare that addresses with dignity the physical, social, psychological, and spiritual needs of victims of interpersonal violence.

Memorial Hermann Forensic Nursing Services commit to:

1. Provide a trauma informed care response to adult sexual assault patients presenting at the SAFE ready designated Memorial Hermann Acute Care Hospitals:
  - a. Memorial Hermann Pearland Hospital
  - b. Memorial Hermann Southeast Hospital
  - c. Memorial Hermann Texas Medical Center Hospital
  - d. Memorial Hermann Southwest Hospital
  - e. Memorial Hermann Sugar Land Hospital
  - f. Memorial Hermann Memorial City Hospital
  - g. Memorial Hermann Greater Heights Hospital
  - h. Memorial Hermann Katy Hospital
  - i. Memorial Hermann Cypress Hospital
  - j. Memorial Hermann The Woodlands Hospital
  - k. Memorial Hermann Northeast Hospital

2. Provide 24/7 availability of SANEs to conduct medical/forensic assessments with evidence collection for sexual assault patients respecting all diverse and cultural needs.
3. Prioritize the physical and psychological well-being of patients who have experienced sexual assault by providing a safe and non-judgmental environment with an ongoing opportunity for informed consent throughout the medical/forensic comprehensive assessment, detailed injury documentation, and evidence preservation.
4. Encourage sexual assault patients to connect with available community advocates in a private space prior to conducting medical/forensic assessments while also respecting the patient's informed decision.
5. Memorial Hermann Healthcare providers assess the sexual assault patient for STI prophylaxis, HIV prophylaxis and Emergency Contraception according to CDC recommendations.
6. Educate on follow up, referral options, and complete a safe discharge plan for sexual assault patients to foster positive patient health outcomes.
7. Inform patients of Crime Victims Compensation sexual assault benefits.
8. Provide an exceptional individualized patient experience with evidence based quality care to the sexual assault patients.
9. Ensure high reliability with the identification, collection, documentation and preservation of evidence integrity.
10. Participate with the legal system by providing required trial testimony, adhering to institutional policy and procedures.
11. Collaborate with Brazoria County SART stakeholders for a trauma informed, compassionate, and victim- centered approach supporting healthy and safe communities.

## Data Gathering and Evaluation Commitment

To close gaps and decrease attrition of adult sexual assault cases through the Brazoria County criminal justice system, members of the SART will gather information on the prevalence of adult sexual assault by identifying the number of incidents reported to law enforcement, reports then referred for prosecution and the disposition of cases handled by the District Attorney's office. This information will assist to identify gaps that may be contributing to attrition and analyze current policies that may be negatively impacting the county-wide response to adult sexual assault.

Each agency will be responsible for quarterly reporting adult sexual assault information as follows:

### **I. Law Enforcement Agencies:**

- a. Any case involving sex trafficking
- b. All cases involving drug facilitated sexual assault (DFSA)
- c. Cases involving family violence sexual assault
- d. Number of sexual assault reports taken
- e. Number of delayed sexual assault reports taken with delayed defined by > than 120 hours from incident

- f. Number of sexual assault cases filed with the BCDAO
- g. Number of cases referred for a medical/forensic examination by a SANE

**II. Brazoria County District Attorney's Office:**

- a. Any case involving sex trafficking
- b. All cases involving drug facilitated sexual assault (DFSA)
- c. Cases involving family violence sexual assault
- d. Number of sexual assault cases received from Law Enforcement
- e. Number of sexual assault cases indicted
- f. Number of sexual assault cases no billed or no action taken by the grand jury
- g. Number of sexual assault cases declined

**III. Rape Crisis Center or Women's Center Agency of Brazoria County:**

- a. Any case involving sex trafficking
- b. All cases involving drug facilitated sexual assault (DFSA)
- c. Cases involving family violence sexual assault
- d. Number of new clients impacted by sexual assault
- e. Number of new clients impacted by sexual assault that reported to law enforcement
- f. Number of new clients impacted by sexual assault that **HAVE NOT** reported to law enforcement
- g. Number of clients accompanied during the sexual assault medical/forensic examination
- h. Number of clients accompanied during law enforcement sexual assault report

**IV. Forensic Nursing Agencies:**

- a. Any case involving sex trafficking
- b. All cases involving drug facilitated sexual assault (DFSA)
- c. Cases involving family violence sexual assault
- d. Number of sexual assault exams conducted
- e. Number of sexual assault patients that accept or decline an advocate and when an advocate is not available
- f. Number of sexual assault patients that reported to law enforcement
- g. Number of sexual assault patients that **HAVE NOT** reported to law enforcement
- h. Average response time for SANE from time called received to arrival at care facility

*Information gathered from quarterly reporting will be reviewed bi-annually within the SART and presented to the Brazoria County Commissioner's Court in the Biennial Report to be completed by December 1<sup>st</sup> of each odd-numbered year.*

## **Case Reviews**

The SART commits to a biennial evaluation through adult sexual assault case reviews of the effectiveness of individual agency and interagency protocols and systems.

## **Training Commitment**

All members of the SART commit to attending at least four hours of annual cross-agency training on the dynamics of adult sexual assault for response team members participating in the quarterly meetings as required by Section 351.254(c).

## **Conflict Resolution**

It is important for SART members to be respectful and mindful of each other. Every SART member has a specific role and responsibility that may appear to be in conflict with those of another member. Be aware that each member is trying to balance the needs of their own agency, the community, and the adult victim. Creating a safe environment where each SART member can effectively communicate and solve problems is important for a victim-centered response. The SART must consistently ask themselves, "What is in the best interest of the adult victim?" Members will work to understand and consider the roles, responsibilities and limitations of other team members through meetings and networking.

## **Confidentiality:**

When information is shared among Brazoria County Adult SART members and affiliates, confidentiality will be maintained as required by law. Confidentiality of victim and survivor information will be preserved, and each individual agency will be responsible to maintain confidentiality of the victims they serve.

*This protocol is recognized as a cooperative, collaborative commitment between each agency listed below, and is proof of commitment as acknowledged by the signature of each agency's representative.*



# OUTLINE OF INITIATIVES UNDERTAKEN

## Training

The Sexual Assault Response Team, since its formation, has done an excellent job at including a wide range of stakeholders for representation. Experts that play a key role in a trauma informed response to sexual assault incidents, from initial report through the conclusion of a court case and beyond, provide input and recommendations from their unique perspective. These pieces however, when put together as a whole process, can easily lead to confusion or disagreement on things such as definitions or procedures.

As a result, the Brazoria County SART has focused its quarterly training on a deeper dive into each agency that is represented. Each quarter a member of the board takes time to discuss the history of their organization, what service it is that they provide to victims of sexual assault, and how their agency and function plays a part of the overall process that the SART facilitates. This has not only allowed members to get to know one another better, but more importantly it helps everyone understand how all these various functions tie together to the "big picture".

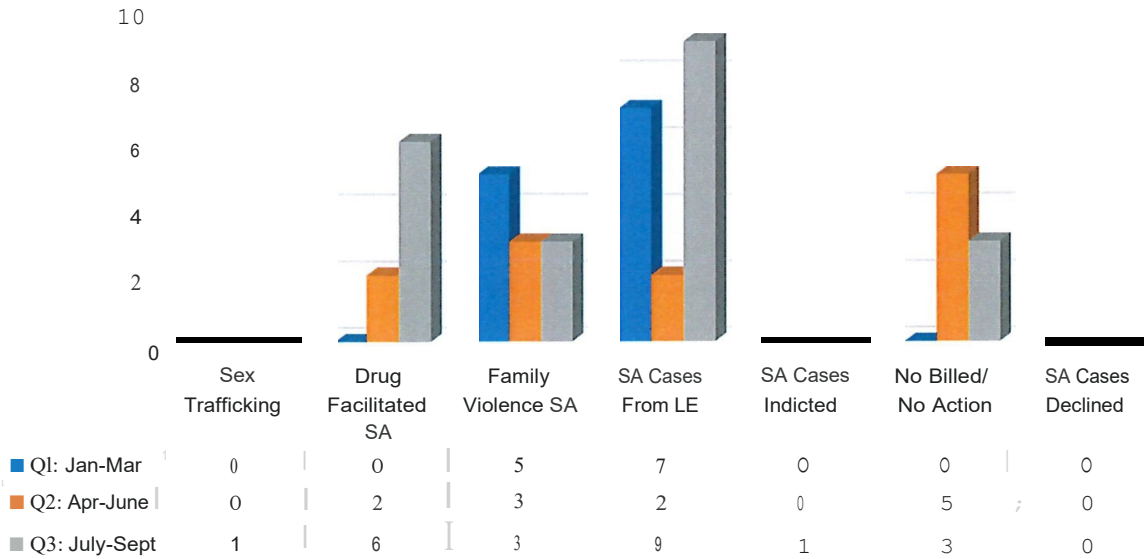
## Outreach

Since its formation, the SART has primarily been focused on its establishment and meeting the mandated deadlines. In May 2023, however, the team began outreach efforts to inform Brazoria County law enforcement agencies of the importance of the SART. Members Mary Aldous and Kathi Perkins provided an informational presentation to members of the Southeast Texas Police Chief's Association meeting, an organization with over 50 law enforcement administrators representing nearly 30 different law enforcement agencies throughout the region. The presentation explained the formation and purpose of the team, attempting to gain additional LE participation. Given that many community organizations are not aware of the existence of the SART, and their potential to serve as a valuable contributor to the team, this type of outreach will continue to be important and should be a priority for the SART moving forward.

# COMPILED DATA

## Brazoria County District Attorney's Office

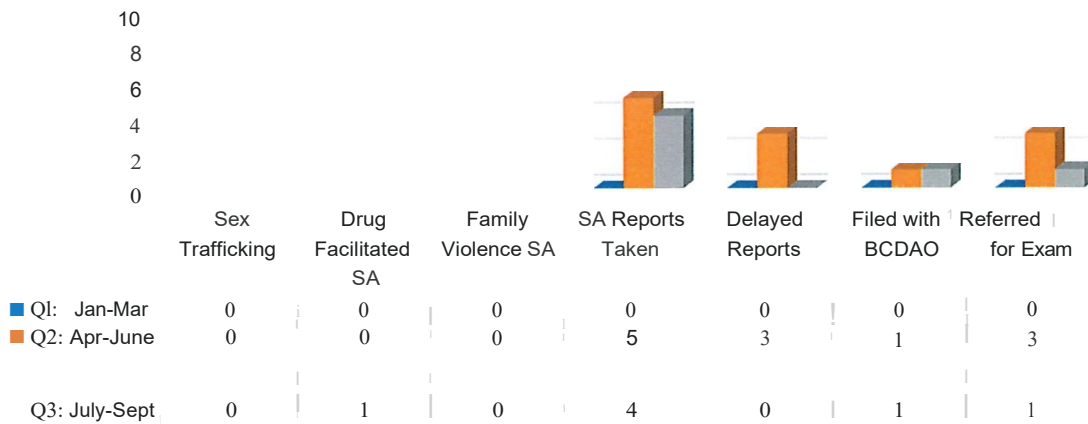
Brazoria County DA's Office - 2023



## Law Enforcement

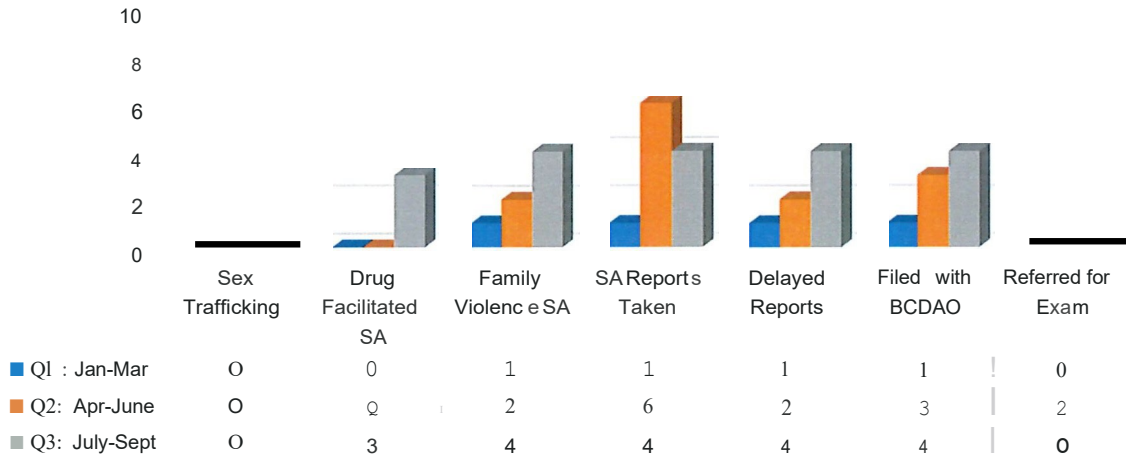
### Brazoria County Sheriff's Office

Brazoria County Sheriff's Office - 2023



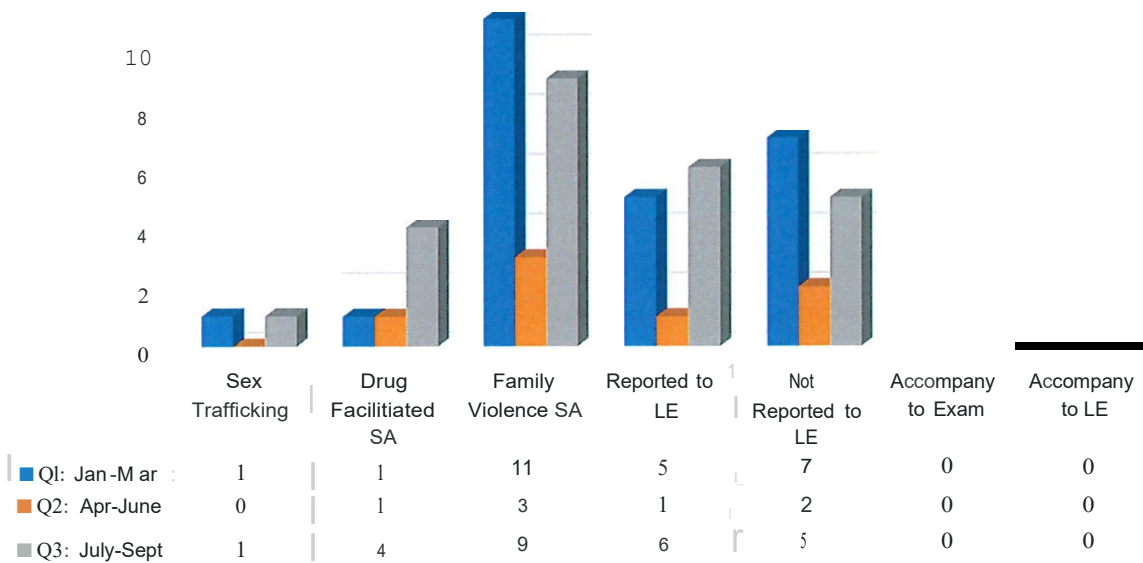
## Pearland Police Department

### Pearland Police Department - 2023



## Women's Center of Brazoria County

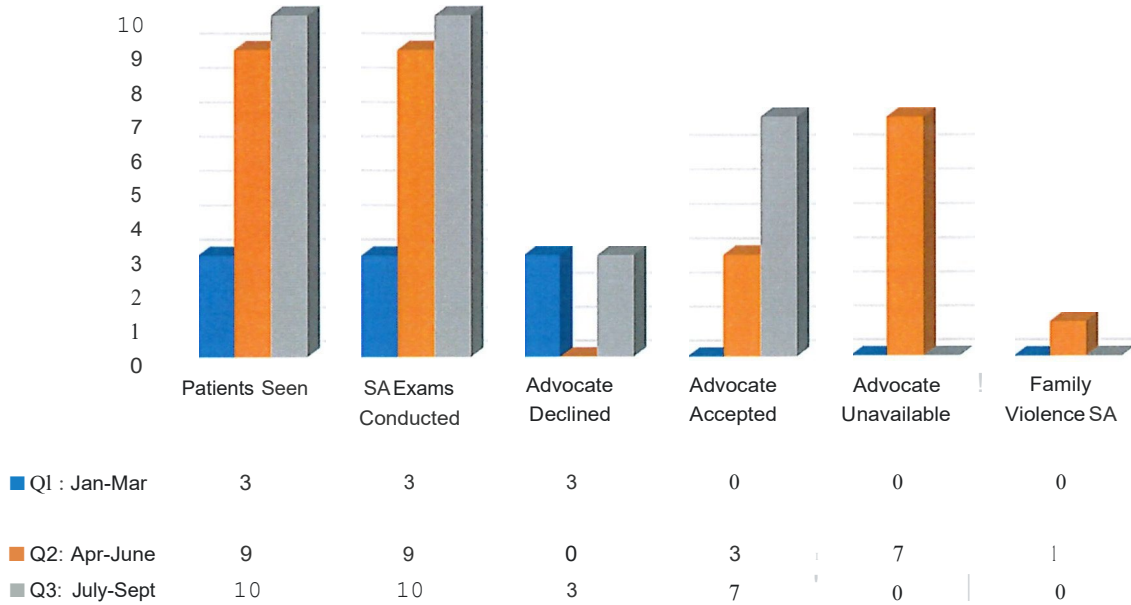
### Women's Center of Brazoria County - 2023



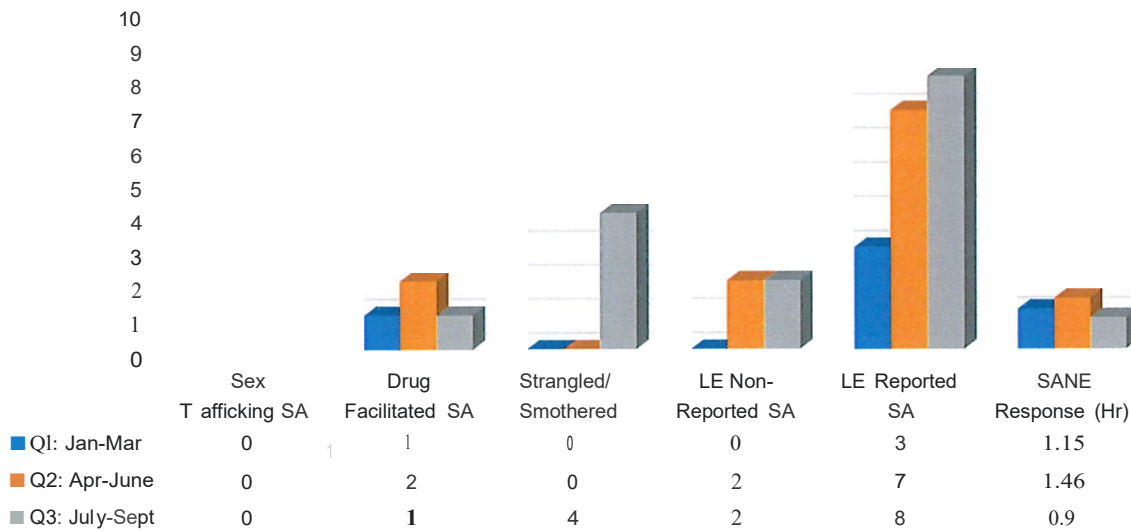
## Sexual Assault Nurse Examiners (SANE)

### Texas Forensic Nurse Examiners

TXFNE - 2023 (Chart 1 of 2)

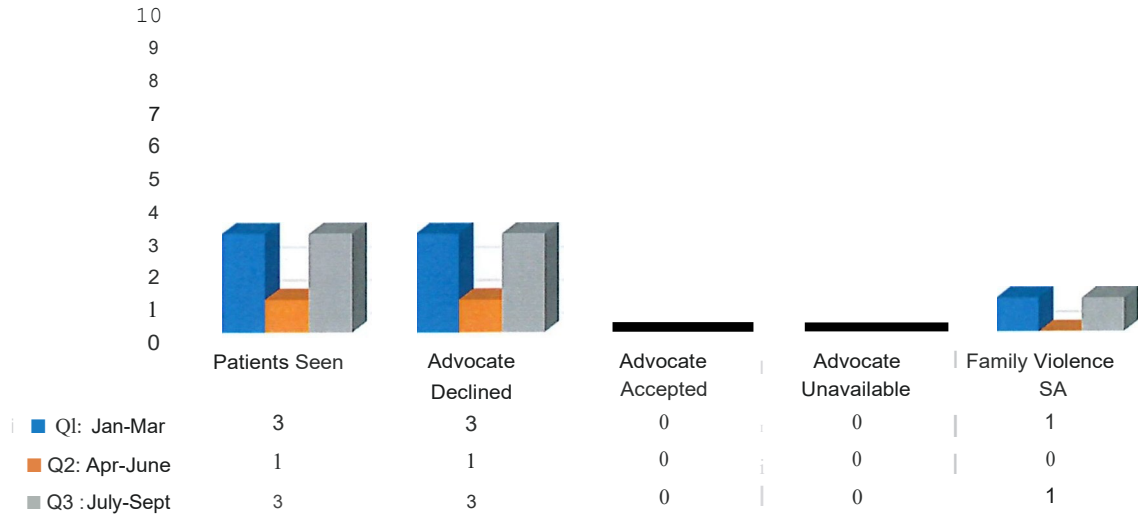


TXFNE - 2023 (Chart 2 of 2)

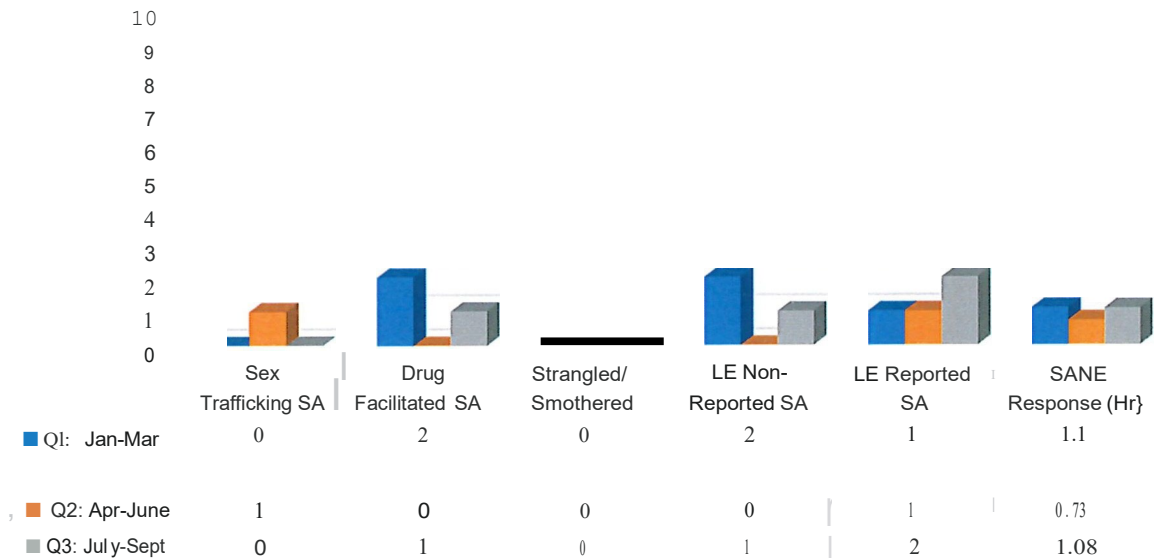


## Memorial Hermann Forensic Nursing Services

**Memorial Hermann - 2023 (Chart 1 of 2)**



**Memorial Hermann - 2023 (Chart 2 of 2)**



## Data Takeaways /Considerations

- Collected data only represents the first three quarters of 2023, following the completion of SART Protocols in December 2022.
- Drug Facilitated Sexual Assaults (DFSA) are considered to occur when it is determined that any mind-altering substance (alcohol, drugs, etc.) was reported to have attributed to the event.
- Brazoria County District Attorney's Office (BCDAO) statistics do not line up with respective quarterly report numbers by law enforcement entities, as the BCDAO data is representative of all agencies throughout the county and documented at the time the decision is made (often at the conclusion of the case and in a later quarter).
- Brazoria County DA's Office has zero cases declined, as all cases are forwarded to the Grand Jury for review and decision.
- Law Enforcement statistics throughout Brazoria County are an incomplete representation, as only two of the agencies (although they are the two largest agencies) are represented in the collected data.
- Nearly 50% of the Sexual Assault reports taken by Law Enforcement are classified as Delayed Reports, which is defined as more than 120 hours from the incident.
- Only approximately 25% of the victims are referred for a Sexual Assault Nurse Examiner (SANE) exam by Law Enforcement, likely due to being outside the window of evidence collection.
- The Brazoria County Women's Center reports that only 45% of new adult clients impacted by sexual assault had reported the incident to Law Enforcement, lending credit to the assumption that sexual assault incidents are underreported.
- Sexual Assault Nurse Examiners reported that nearly 45% of the adult sexual assault victims declined sexual assault advocates at the time of the examination.
- Nearly 25% of the patients seen by SANEs did not have an available advocate at the time of the exam, resulting in either follow-ups or other agencies providing resources.
- The average SANE response time is 1 hour and 4 minutes.
- Less than 10% of the SANE examinations conducted involved family violence, whereas 35% of the sexual assault reports taken by law enforcement included family violence.

## Case Review

The Brazoria County SART prioritizes the confidentiality of victims regarding their cases, and did not receive the signed, written consent of any survivor to review any specific case. The team does, however, thoroughly analyze the provided data quarterly to identify and address potential shortfalls in the procedures.

An example of this occurred during the third quarter meeting, when TXFNE reported that seven patients were not able to receive an advocate due to them being unavailable. This prompted a deeper dive into the statistics, which discovered that another agency was able to provide an advocate in one of those instances. Additionally, and arguably more importantly, it identified a need of more advocate resources, which has since been prioritized by the team and continues to serve as priority into 2024.

# CONCLUSION

Since its inception, the Brazoria County Adult SART has had a positive impact on the consolidation of limited resources for sexual assault response. Organizations that had previously worked independent of one another have since used the relationships and knowledge built over the last two years to refine policies and procedures for better overall care of sexual assault victims. Through these efforts, the team has provided a solid foundation for a wholesome, trauma informed response throughout the community.

Moving forward, the SART must build upon this foundation by expanding its efforts in education and outreach, as well as recruiting more agency representatives to be a part of the team. Education and outreach efforts should focus on not only informing the public of the SART's existence and purpose, but also the importance of reporting and providing assistance to sexual assault incidents. With the data supporting the theory that sexual assaults are underreported, and often delayed, the Brazoria County Adult SART should utilize this information to educate the various sexual assault response organizations throughout the community. Additionally, these organizations should be encouraged to utilize the data to educate the public through their own outlets.

With more data, the SART can ascertain a more accurate representation of the adult sexual assault incidents that occur within the county. This will not only allow the team to pinpoint areas of concern (both geographically and procedurally), but it will allow for better justification of additional resources identified. The best way to accomplish this is to recruit more agency representatives to be a part of the SART. This would ensure county-wide standardization in the procedures used to address sexual assaults, while also providing a true representation of the factors surrounding sexual assault throughout the community. While any agency related to sexual assault response should be included, law enforcement agencies seem to be the least represented statistically and should be the focus of recruitment efforts in 2024.

In its infancy, the Brazoria County Adult SART has made great strides in the county's efforts to provide a wholesome, trauma informed response to sexual assault. The team will continue to work to improve the treatment of adult sexual assault survivors with respect and compassion through trauma informed practices, and to promote the apprehension and prosecution of perpetrators.





# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.10.**

**11/28/2023**

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Jury Selection Plan

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Commissioners Court hereby adopts the attached revised Brazoria County Jury Selection Plan as recommended by the District Judges of Brazoria County on November 15, 2023. Further, that a certified copy of this order be sent to the District Clerk.

## **BRAZORIA COUNTY JURY SELECTION PLAN**

The District Judges of Brazoria County (the “District Judges”) recommend to the Commissioners Court of Brazoria County, Texas that the following plan for the selection of persons for jury service be adopted in accordance with Chapter 62 of the Texas Government Code.

### **I. Brazoria County District Clerk**

**A. Official in Charge of Jury Selection Process.** The Brazoria County District Clerk (“District Clerk”) is designated as the officer in charge of the jury selection process. *See* Tex. Gov’t Code §62.011(4).

**B. Duties Related to the Jury Selection Process.** The District Clerk shall:

- i.** oversee the juror selection process to ensure its randomness and integrity;
- ii.** either personally or through a deputy clerk, supervise the selection of names of prospective jurors to the greatest extent possible;
- iii.** ensure all deputy clerks involved in the jury selection process are trained on any computer programs necessary for the implementation of this plan;
- iv.** ensure all deputy clerks involved in the jury selection process have read and understand the Brazoria County Jury Selection Plan;
- v.** ensure that a computer program that automates the jury selection and recordation tasks set forth in this plan is utilized;
- vi.** ensure that the program or programs necessary for the automation of tasks required under this plan are maintained;
- vii.** ensure that the jury list is electronically saved upon receipt of the jury list from the Secretary of State; and
- viii.** recommend any amendments to this plan, which may be required to comply with changes in technology, the law, or county procedures.

### **II. Prospective Juror Names**

**A. Sources.** Pursuant to Section 62.001 and 62.011(2), the names for the list of prospective jurors for Brazoria County must come from:

- i.** the names of all persons on the current voter registration lists from all Brazoria County voting precincts; and
- ii.** the names on a current list to be furnished by the Texas Department of Public Safety (“DPS”), showing citizens of Brazoria County who hold a valid Texas driver’s license or a valid personal identification card or certificate issued by DPS.

**B. Exclusions.** The list of prospective jurors must exclude individuals who are:

- i. disqualified from jury service, including those who are disqualified from jury service under Section 62.102 (1), (2), or (8) of the Texas Government Code; or
- ii. permanently exempt from jury service as provided by Sections 62.108 (Permanent Exemption for Elderly) and 62.109 (Permanent Exemption for Physical or Mental Impairment or Inability to Comprehend English) of the Texas Government Code.

### **III. Annual Voter Registration List**

#### **A. The Registrar's Duty to Prepare the Annual Voter Registration List.**

- i. Each year, the Voter Registrar of Brazoria County ("Registrar") shall furnish to the Secretary of State a current voter registration list from all the voting precincts in Brazoria County ("Annual Voter Registration List"). *See* Tex. Election Code §16.032.
- ii. The Registrar shall furnish the Annual Voter Registration List to the Secretary of State on or before the third Tuesday in November or the date provided by statute for the cancellation of voter registrations, whichever is earlier. *See* Tex. Election Code §16.032.

#### **B. Required Data.** The Annual Voter Registration List must include:

- i. the complete name, mailing address, date of birth, voter registration number, and precinct number for each voter;
- ii. if available, the Texas driver's license number (or personal identification card or certificate number) and social security number for each voter; and
- iii. any other information included on the Brazoria County voter registration list.

#### **C. Exclusions from the Annual Voter Registration List.**

- i. The Registrar may exclude from the Annual Voter Registration List the names of persons on the suspense list maintained under Section 15.081 of the Texas Election Code.
- ii. The Registrar must exclude from the Annual Voter Registration List:
  - 1. convicted felons;
  - 2. those permanently exempt from jury service;
  - 3. those prohibited by law from serving as jurors; and
  - 4. those who are legally exempt from jury service. *See* Tex. Gov't Code §§ 62.108, 62.109.

#### **D.** At the same time the Registrar sends the Secretary of State the Annual Voter Registration List, the Registrar shall also send the Secretary of State a list of the names of persons the Registrar excluded from the list.

#### IV. Annual Drivers' License List

##### A. **DPS's Duty to Prepare the Annual Drivers' License List.**

- i. Each year, DPS shall furnish to the Secretary of State a current list of citizens of Brazoria County who hold a valid Texas driver's license or a valid personal identification card or certificate issued by DPS ("Annual Drivers' License List").
- ii. DPS shall furnish the Annual Drivers' License List on or before the first Monday in October of each year.

##### B. **Required Data.** The Annual Drivers' License List must include the names of persons who:

- i. hold a valid Texas driver's license or a valid personal identification card or certificate issued by DPS; and
- ii. are not disqualified from jury service under Section 62.102 (1), (2), or (8) of the Texas Government Code.

##### C. **Optional Data.** The Annual Drivers' License List may also contain any of the following information for each person:

- i. the person's complete name, mailing address, date of birth, voter registration number, and precinct number;
- ii. the person's Texas driver's license number;
- iii. the person's personal identification card or certificate number;
- iv. the person's social security number; or
- v. any other information included on the voter registration list of the county, including citizenship status and county of residence.

##### D. **Exclusions from the Annual Drivers' License List.** DPS must exclude from the Annual Drivers' License List the names of:

- i. convicted felons;
- ii. persons who are not citizens of the United States;
- iii. persons residing outside of Brazoria County; and
- iv. duplicate names. *See* Tex. Gov't Code §62.001.

#### V. The Jury List

A. The Secretary of State shall accept the Annual Voter Registration List from the Registrar and the Annual Drivers' License List from DPS. *See* Tex. Gov't Code §62.001.

B. The District Clerk must give the Secretary of State notice that Brazoria County needs a new Jury List no later than 90 days before the date the District Clerk needs the new list or as required by the Secretary of State. *See* Tex. Gov't Code §62.001.

- C. On or before December 31 of each year (or as otherwise required by Brazoria County under this plan) the Secretary of State must combine the Annual Voter Registration List and the Annual Drivers' License List, eliminate duplicate names, and send the combined list (the "Jury List") to the District Clerk. *See* Tex. Gov't Code §62.001.
- D. The Secretary of State shall furnish the Jury List to the District Clerk in the format requested by the District Clerk. *See* Tex. Gov't Code §62.001.
- E. The Secretary of State must certify that the Jury List eliminates duplications and contains the names required by Section 62.001(e) through (f) of the Texas Government Code. *See* Tex. Gov't Code §62.001.
- F. The Secretary of State must furnish the list to the District Clerk free of charge. *See* Tex. Gov't Code §62.001.
- G. **Acceptance of the Jury List.** The District Clerk or designee must accept the Jury List from the Secretary of State when it is delivered. *See* Tex. Gov't Code §62.001.
- H. **Maintaining the Jury List.** The Jury List must be protected from further writing and must be kept securely by the District Clerk or designee.
- I. **Jurors Who Appear for Jury Service.** The District Clerk shall not include on the Jury List the names of persons who have been summoned and have appeared for service until the third anniversary of the date the person appeared for service or until the next date the Jury List is reconstituted, whichever occurs earlier. This subsection applies regardless of whether the person served on a jury as a result of the summons. *See* Tex. Gov't Code §62.001(j).
- J. **Duration.** The Jury List shall be reconstituted every two years or when the list is substantially exhausted, whichever occurs first. The District Clerk may order the reconstitution of the Jury List prior to the two-year period in order to accommodate the use of the updated lists due to the purging of names of disqualified or exempt persons from the Annual Voter Registration List and Annual Drivers' License List and the addition of new names to the lists. In no event may the duration of the Jury List be less than one year unless the list is substantially exhausted. *See* Tex. Gov't Code §62.011(5).

## VI. Selection of Juror Names for Jury Service

- A. **General Panel.** The District Judges shall order the number of names of prospective jurors that are reasonably necessary for each week of the year for jury service. Each judge must confirm the number of jurors needed for their court no less than 45 days in advance of the date of jury service, unless otherwise required by law, and in sufficient time for the preparation, processing, and service of juror summons. A general panel consists of those prospective jurors who have been selected and summoned for jury service for a specific week ("General Panel"). *See* Tex. Gov't Code §62.016.

- B. Random Selection.** The District Clerk, with the aid of a computer program based on random numbers generated by mathematical equations, shall select persons to be summoned from the Jury List for jury service. Random generation provides for a fair, impartial, and objective manner of selection. *See* Tex. Gov't Code 62.011(3). Activation of the selection feature shall cause the computer program to produce lists showing the names and addresses of persons selected for designated dates. Instructions for the program shall be kept secure by the District Clerk and any person who has access by necessity of their job.
- C. Testing the General Panel for Randomness.**
- i.** Each time the Jury List is reconstituted or a material update to the jury selection program is made, the District Clerk shall provide the jury selection program's computer generated report to the District Judges showing random selection was used to select the General Panel. The District Judges may request the same report for any subsequent General Panel.
  - ii.** Tests may be conducted as requested by the District Clerk or the District Judges which may be used to test for:
    - 1.** a reasonable distribution of selected names from each geographical area (by zip code area) of the county; and
    - 2.** a reasonable distribution of selected names from each segment of the alphabet.<sup>1</sup>
  - iii.** Prior to reconstituting the Jury List, the District Clerk shall certify to the District Judges that each General Panel from the previous reconstitution period was selected in accordance with this plan and, if requested by the District Judges, provide documentation supporting such certification.
- D. Summons.** Each week, or as directed by the District Judges, the District Clerk shall randomly select with the aid of a computer program, a sufficient number of prospective jurors from the Jury List as described above in Section VI.B. The Sheriff, with the assistance of the District Clerk or their designee, shall summon those selected for jury service for a specific date and time, not later than 30 days prior to the date of jury service. Juror summons will be mailed by first class mail in the form and manner as required by the Texas Government Code and the Office of Court Administration. The summons shall require the prospective jurors to respond within a reasonable time as to their qualifications, exemptions, and excuses in a manner provided in Section VIII. From those persons appearing for service, the District Clerk will select specific panels as provided in Section IX.
- E. Certification.** The District Clerk shall certify that the list of prospective jurors selected by the computer program described above is a true and complete list of the names and

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<sup>1</sup> A test of this nature does not test for **equal** distribution among zip codes or segments of the alphabet. These tests are intended to identify significant concentrations or possible irregularities in these categories. Due to the nature of random number generation, some concentrations are expected.

addresses of persons summoned to begin jury service on a particular date. Additional lists may be produced to facilitate the handling of necessary paperwork in processing the General Panel.

## **VII. Justice of the Peace Juries**

- A.** The District Clerk must supply each Brazoria County Justice of the Peace Court (“Justice Court”) a list of jurors (“JP Jury List”) in accordance with law. *See* Tex. Gov’t Code §62.412. The JP Jury List must contain the number of jurors requested by the Justice of the Peace of that precinct and must include each juror’s zip code and address.
- B. Duties of the District Clerk.** The District Clerk must maintain records of Justice Court jury usage by zip code, and if requested by a Justice of the Peace test the distribution and randomness as provided above.
- C. Duties of the Justice Courts.** The Justice Courts must deliver to the District Clerk adequate information concerning jury service for the purpose of keeping adequate records and processing jury pay for the jurors that have served. Each Justice Court must request jurors no less than 45 days in advance of the date of jury service, unless otherwise required by law, and in sufficient time for the preparation, processing, and service of juror summons.

## **VIII. Juror Response to Summons**

- A.** Pursuant to Section 62.0111 of the Government Code, a summoned juror may respond by using any of the following methods:
  - i.** contacting the county officer responsible for summoning jurors by computer;
  - ii.** calling an automated telephone system; or
  - iii.** appearing before the court in person at the time, date and location specified on the jury summons.
- B.** Prospective jurors may provide information to the county officer responsible for summoning jurors or for the county officer responsible for summoning jurors to provide information to the prospective jurors by computer or automated telephone system, including:
  - i.** information that permits the court to determine whether the prospective juror is qualified for jury service under Section 62.102;
  - ii.** information that permits the court to determine whether the prospective juror is exempt from jury service under Section 62.106;
  - iii.** submission of a request by the prospective juror for a postponement of or excuse from jury service under Section 62.110;
  - iv.** information for jury assignment under Section 62.016, including:

1. the prospective juror's postponement status;
  2. if the prospective juror could potentially serve on a jury in a justice court, the residency of the prospective juror; and
  3. if the prospective juror could potentially serve on a jury in a criminal matter, whether the prospective juror has been convicted of misdemeanor theft;
- v. completion and submission by the prospective juror of the written jury summons questionnaire under Section 62.0132;
  - vi. the prospective juror's electronic mail address; and
  - vii. notification to the prospective juror by electronic mail of:
    1. whether the prospective juror is qualified for jury service;
    2. the status of the exemption, postponement, or judicial excuse request of the prospective juror; or
    3. whether the prospective juror has been assigned to a jury panel.
- C. The county officer responsible for summoning jurors shall purge the electronic mail address of a prospective juror collected under this section:
- i. if the prospective juror serves on a jury, not later than the 30<sup>th</sup> day after the date that:
    1. the county sends the person payment for jury service; or
    2. the county would otherwise send the person payment for jury service, if the person has donated the payment under Section 61.003; or
  - ii. if the prospective juror does not serve on a jury, not later than the 30<sup>th</sup> day after the date that the court releases the person from jury service.

The responding prospective jurors who are qualified and not exempt, excused, or postponed shall be placed on specific panels for jury service as provided in Section IX.

## **IX. Specific Panels**

- A. Pursuant to Section 62.015 of the Government Code, Article 33.09 of the Code of Criminal Procedure, and Texas Rule of Civil Procedure 223, the District Clerk shall assign prospective jurors to specific panels in the order in which they were summoned. The District Clerk shall assign the requested number of prospective jurors to each specific panel for the time, date, and place as required by the judge of the court. In the event a court requests the specific panel to be shuffled pursuant to Article 35.11 of the Code of Criminal Procedure, the District Clerk shall use the computer program to create a new, randomly generated order for the specific panel.
- B. Prospective jurors that have been summoned and appear for jury service shall continue to serve until discharged by a judge.
- C. Pursuant to Section 62.016 of the Government Code, the District Judges shall designate from time to time a judge to whom the General Panels report for jury service. The judge for the designated period shall organize, control, and supervise the members of the



General Panel. The judge shall hear the excuses of the prospective jurors and swear them in for jury service for the week for which they are to serve as jurors.

- D.** When impaneled, the prospective jurors constitute a General Panel for service as jurors in all justice, county, and district courts and shall be used interchangeably in all of those courts.

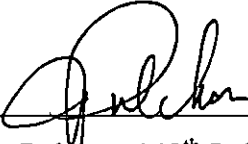
Pursuant to Section 62.016 of the Government Code, prospective jurors may be summoned to report directly to a Justice Court in the precinct in which the person resides. The Justice of the Peace of the Justice Court to which prospective jurors are summoned for jury service shall hear the excuses of the prospective jurors and swear them in for jury service. A Justice of the Peace may command the District Clerk, Sheriff, or a constable to immediately summon additional persons for jury service in the Justice Court if the number of qualified jurors is less than the number necessary for the Justice Court to conduct its proceedings.

**X. Miscellaneous**

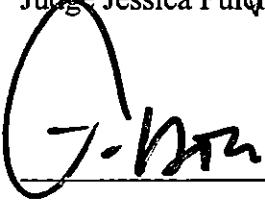
- A.** This plan may be amended at any time by the Brazoria County Commissioners Court upon the recommendation of a majority of the district and criminal district court judges of the county.
- B.** Not later than three years from the date this plan is adopted by order of the Brazoria County Commissioners Court, and every three years thereafter, the local administrative judge shall call a meeting for the purpose of reviewing this plan. This plan shall be reviewed by the District Court Judges, the District Clerk, and any other person deemed necessary for the implementation of this plan.
- C.** All costs incident to this plan shall be paid from the designated jury funds of the Brazoria County Budget.
- D.** The system described above shall be known as the Brazoria County Jury Selection Plan and will operate pursuant to Chapter 62 of the Government Code and other applicable laws. In accordance with Section 62.011 of the Government Code, it is ordered that this document be submitted to the Brazoria County Commissioners Court for approval and entry in the minutes of the Court.

The District Judges of Brazoria County order the District Clerk of Brazoria County to file this Jury Selection Plan in the Special Minutes of the District Courts.

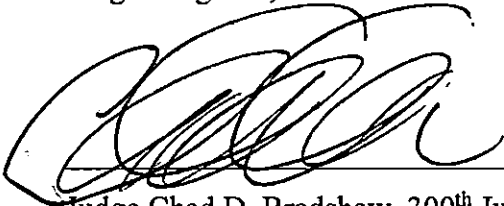
Recommended this 15 day of November, 2023.



Judge Jessica Pulcher, 149<sup>th</sup> Judicial District Court



Judge Greg Hill, 239<sup>th</sup> Judicial District Court



Judge Chad D. Bradshaw, 300<sup>th</sup> Judicial District Court

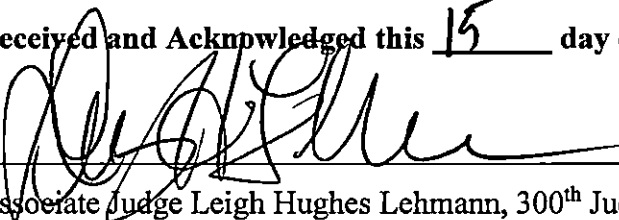


Judge Justin Gilbert, 412<sup>th</sup> Judicial District Court

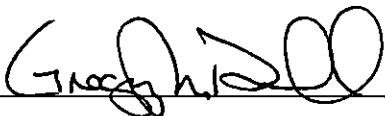


Judge Patrick Bulanek, 461<sup>st</sup> Judicial District Court

Received and Acknowledged this 15 day of November, 2023.



Associate Judge Leigh Hughes Lehmann, 300<sup>th</sup> Judicial District Court



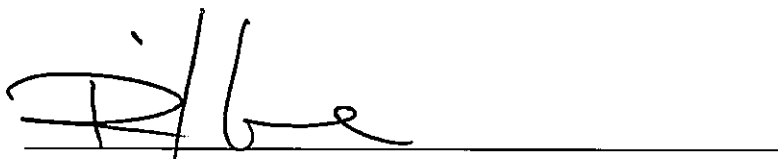
Associate Judge Greg Donnell, 461<sup>st</sup> Judicial District Court

**RECEIVED AND ACKNOWLEDGED**

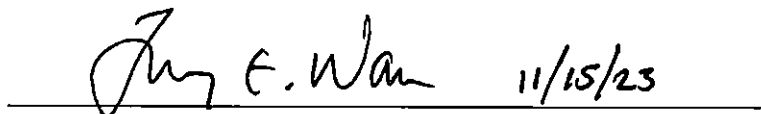
This Brazoria County Jury Selection Plan, upon its adoption by the District Court Judges, is hereby **RECEIVED AND ACKNOWLEDGED** by the County Court at Law Judges of Brazoria County, Texas on this 15 day of November 2023.



Judge Courtney T. Gilbert, County Court at Law No. 1



Judge Thomas Pfeiffer, County Court at Law No. 2



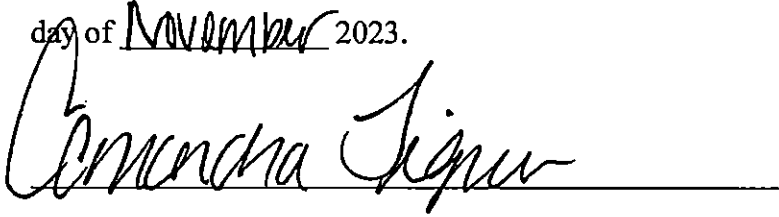
Judge Jeremy E. Warren, County Court at Law No. 3



Judge Lori Rickert, County Court at Law No. 4

**RECEIVED AND ACKNOWLEDGED**

This Brazoria County Jury Selection Plan, upon its adoption by the District Court Judges, is hereby **RECEIVED AND ACKNOWLEDGED** by the District Clerk of Brazoria County, Texas on this 15<sup>th</sup> day of November 2023.

A handwritten signature in black ink, reading "Cassandra Tigner", is written over a horizontal line.

Cassandra Tigner, Brazoria County District Clerk



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.11.**

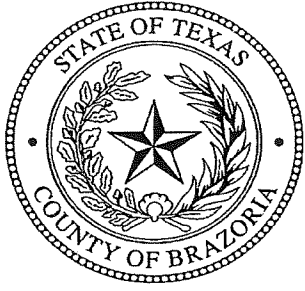
**11/28/2023**

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Monthly Collections Report for October 2023

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Approve Tax Office Monthly Collections Report for October 2023.



## Brazoria County Tax Office

**KRISTIN R. BULANEK**  
TAX ASSESSOR-COLLECTOR

111 E. Locust  
Angleton, Texas 77515

979.864.1838  
FAX 979.864.1346

---

November 28, 2023

Members of the Commissioners' Court  
111 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 October 01, 2023 to October 31, 2023.

Sincerely,

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



# Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

111 E. Locust  
Angleton, Texas 77515

979.864.1838  
FAX 979.864.1346

## Tax Office Collections Fiscal Year 2023

Monthly Report

Tax Collections for the period 10/01/2023 - 10/31/2023

	2023 Tax Roll	Prior Tax Yrs	Total
County	\$355,013.93	\$71,683.33	\$426,697.26
Special R&B	56,564.91	11,717.47	\$68,282.38
	\$411,578.84	\$83,400.80	\$494,979.64

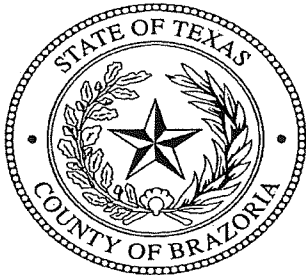
Current Collection Percentage
0.26%
0.26%

### Tax Receivables as of 10/31/2023

	2023 Tax Roll	Prior Tax Yrs	Total
County	\$134,263,005.17	\$2,569,517.07	\$136,832,522.24
Special R&B	21,441,975.48	402,936.22	21,844,911.70
	\$155,704,980.65	\$2,972,453.29	\$158,677,433.94

### Special Assessments Receivables as of 10/31/2023

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.	20,805.36	64.87%
Pecan Estates	43,200.38	64.18%
Hampton Road	45,397.88	48.94%
Westwood	41,801.22	62.01%
Sally Lake	46,613.17	76.23%
Benefield	6,378.37	85.38%
Brazos Bend II	56,344.70	75.81%
Bailey Oakwood Creek	336,719.09	71.78%
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	307,167.94	8.43%
Lindel Estates DFH	398,633.54	17.76%
Riverside	385,251.27	22.46%
Briar Meadow	187,510.64	40.27%
Twin Lakes	524,488.00	13.92%
Old Coffee Plantation	299,646.10	26.93%
Brazos Bend	4,638.09	92.64%
Brazos Oaks 1	21,532.58	76.51%
River Road 350	187,544.52	0.00%
Forrest Loop 360	341,605.44	0.00%
Brazos Oaks 2	13,760.25	81.79%
Sherwood Land	18,058.63	70.96%
Manvel	41,094.53	93.11%
Oakwood Creek	12,439.82	89.13%
	<u>\$3,510,447.49</u>	



# 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 2024 October-2023

<u>Revenue Source</u>	<u>Revenue</u>
Beer & Liquor License	12,245.00
Auto Registration-Split Level Commissior	0.00
Certificate of Title	24,945.00
Auto Registration-County Fees	232,430.00
Specialty Plates	122.50
Postage & Handling Compensation	42,218.00
Auto Registration-Car License Fee	18,023.80
Vehicle Sales Tax	0.00
Current Tax Commissions	0.00
Tax Certificates	940.00
Hot Check Fees	180.00
Reimburse Postage/Telex	136.12
Plat/Copies	0.00
Boat Title/Registration Commissions	911.10
Boat Sales Tax Commissions	2,683.49
Scofflaw	0.00
<u>Special Assessments:</u>	
<i>Bonnie Lane</i>	0.00
<i>Laura Lane</i>	0.00
<i>Norris Road</i>	0.00
<i>Rose Mary St.</i>	0.00
<i>Pecan Estates</i>	0.00
<i>Hampton Road</i>	0.00
<i>Westwood Road</i>	0.00
<i>Sally Lake</i>	0.00
<i>Benefield</i>	0.00
<i>Brazos Bend II</i>	0.00
<i>Bailey Oakwood Creek</i>	0.00
<i>Mustang</i>	0.00
<i>CR 64 Ext</i>	0.00
<i>Wink Wynn</i>	0.00
<i>Vivian St</i>	0.00
<i>Lindell Estates</i>	0.00
<i>Lindel Estates-DFH</i>	0.00
<i>Riverside</i>	0.00
<i>Briar Meadow</i>	7,916.72
<i>Twin Lakes</i>	0.00
<i>Old Coffee Plantation</i>	0.00
<i>Brazos Bend</i>	0.00
<i>Brazos Oaks</i>	0.00
<i>Sherwood Land</i>	0.00
<i>Manvel</i>	0.00
<i>Oakwood Creek</i>	0.00
	<u>\$342,751.73</u>

Summary of County Figures not audited



**YEAR-TO-DATE SUMMARY PART C**

Tax Year = 2023 and Year End Date = 10/31/2023 and Month Range from 10/1/2023 to 10/31/2023 and Tax Units = {multiple} and Date Type = 1

**1 - BRAZORIA COUNTY**

**CURRENT YEAR INFORMATION** Start Financial Year 10/01/2023 12

<b>Start Value</b> 83,754,760,415	<b>Start Exemption</b> 35,768,256,248	<b>Start Taxable</b> 47,986,504,167	<b>Rate</b> 0.270664	<b>Calc Start Levy</b> 129,882,191.64	<b>Actual Start Levy</b> 129,930,468.08	<b>Start Frozen Loss</b> 0.00	<b>Start + Frozen</b> 129,930,468.08
<b>Adjusted Value</b> 86,276,465,219	<b>Adjusted Exemption</b> 36,558,389,430	<b>Adj Taxable</b> 49,718,075,789	<b>Rate</b> 0.270664	<b>Calc Adj Levy</b> 134,568,932.65	<b>Actual Current Levy</b> 134,618,019.10	<b>Adj Frozen Loss</b> 0.00	<b>Act Levy + Act Frozen</b> 134,618,019.10
<b>Start Value</b> 83,754,760,415	<b>Net Value Adj</b> 2,521,704,804	<b>Start Value + Net Value Adj</b> 86,276,465,219		<b>Actual Current Value</b> 86,276,465,219		<b>Other Loss</b> 0.00	
<b>Start Exemption</b> 35,768,256,248	<b>Net Exmp Adj</b> 790,133,182	<b>Start Exemp + Net Exmp Adj</b> 36,558,389,430		<b>Actual Current Exemption</b> 36,558,389,430			

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE	REFUNDS DUE	COL %
AS OF 10/31/2023								
2023	129,930,468.08	4,687,551.02	4,687,551.02	355,013.93	355,013.93	134,263,005.17	(210.40)	0.26
2022	1,148,141.26	(98,759.54)	(98,759.54)	60,864.65	60,864.65	988,517.07	(61,804.84)	5.80
2021	400,967.78	(45,812.44)	(45,812.44)	(5,646.45)	(5,646.45)	360,801.79	(26,719.95)	0.00
2020	238,819.69	(1,658.31)	(1,658.31)	7,269.89	7,269.89	229,891.49	(533.61)	3.06
2019	175,889.81	300.69	300.69	3,088.72	3,088.72	173,101.78	(167.60)	1.75
2018	124,537.58	14.35	14.35	2,199.38	2,199.38	122,352.55	(106.29)	1.76
2017	112,387.69	(22.78)	(22.78)	1,377.81	1,377.81	110,987.10	0.00	1.22
2016	98,253.27	(21.92)	(21.92)	611.72	611.72	97,619.63	0.00	0.62
2015	87,090.46	0.00	0.00	492.93	492.93	86,597.53	0.00	0.56
2014	74,685.55	0.00	0.00	312.44	312.44	74,373.11	0.00	0.41
2013	70,397.08	0.00	0.00	184.52	184.52	70,212.56	0.00	0.26
2012	56,097.87	0.00	0.00	226.32	226.32	55,871.55	0.00	0.40
2011	37,517.21	0.00	0.00	170.99	170.99	37,346.22	0.00	0.45
2010	23,032.04	0.00	0.00	61.33	61.33	22,970.71	0.00	0.26
2009	19,865.12	0.00	0.00	52.59	52.59	19,812.53	0.00	0.26
2008	20,181.78	0.00	0.00	153.52	153.52	20,028.26	0.00	0.76
2007	17,495.24	0.00	0.00	140.98	140.98	17,354.26	0.00	0.80
2006	15,983.52	0.00	0.00	44.25	44.25	15,939.27	0.00	0.27
2005	14,805.72	0.00	0.00	0.87	0.87	14,804.85	0.00	0.00
2004	16,852.24	0.00	0.00	29.60	29.60	16,822.64	0.00	0.17
2003	16,237.05	0.00	0.00	43.03	43.03	16,194.02	0.00	0.26
2002 *	17,922.39	0.00	0.00	4.24	4.24	17,918.15	0.00	0.02
<b>TOTAL</b>	<b>132,717,628.43</b>	<b>4,541,591.07</b>	<b>4,541,591.07</b>	<b>426,697.26</b>	<b>426,697.26</b>	<b>136,832,522.24</b>	<b>(89,542.69)</b>	

**YEAR-TO-DATE SUMMARY PART C**

Tax Year = 2023 and Year End Date = 10/31/2023 and Month Range from 10/1/2023 to 10/31/2023 and Tax Units = {multiple} and Date Type = 1

**9 - SPECIAL ROAD & BRIDGE**

**CURRENT YEAR INFORMATION** Start Financial Year 10/01/2023 12

<b>Start Value</b> 83,754,660,415	<b>Start Exemption</b> 35,824,620,582	<b>Start Taxable</b> 47,930,039,833	<b>Rate</b> 0.043284	<b>Calc Start Levy</b> 20,746,038.44	<b>Actual Start Levy</b> 20,753,747.36	<b>Start Frozen Loss</b> 0.00	<b>Start + Frozen</b> 20,753,747.36
<b>Adjusted Value</b> 86,276,365,219	<b>Adjusted Exemption</b> 36,625,913,377	<b>Adj Taxable</b> 49,650,451,842	<b>Rate</b> 0.043284	<b>Calc Adj Levy</b> 21,490,701.58	<b>Actual Current Levy</b> 21,498,540.39	<b>Adj Frozen Loss</b> 0.00	<b>Act Levy + Act Frozen</b> 21,498,540.39
<b>Start Value</b> 83,754,660,415	<b>Net Value Adj</b> 2,521,704,804	<b>Start Value + Net Value Adj</b> 86,276,365,219		<b>Actual Current Value</b> 86,276,365,219		<b>Other Loss</b> 0.00	
<b>Start Exemption</b> 35,824,620,582	<b>Net Exmp Adj</b> 801,292,795	<b>Start Exemp + Net Exmp Adj</b> 36,625,913,377		<b>Actual Current Exemption</b> 36,625,913,377			

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE	REFUNDS DUE	COL %
AS OF 10/31/2023								
2023	20,753,747.36	744,793.03	744,793.03	56,564.91	56,564.91	21,441,975.48	(33.64)	0.26
2022	196,137.87	(17,402.33)	(17,402.33)	10,239.94	10,239.94	168,495.60	(10,901.65)	5.72
2021	59,159.14	(7,024.64)	(7,024.64)	(933.53)	(933.53)	53,068.03	(4,109.97)	0.00
2020	34,718.47	(240.94)	(240.94)	1,053.98	1,053.98	33,423.55	(78.02)	3.05
2019	23,912.75	42.65	42.65	418.94	418.94	23,536.46	(22.95)	1.74
2018	20,204.04	4.15	4.15	356.03	356.03	19,852.16	(17.33)	1.76
2017	17,597.59	(3.59)	(3.59)	212.30	212.30	17,381.70	0.00	1.20
2016	14,725.93	(3.31)	(3.31)	88.62	88.62	14,634.00	0.00	0.60
2015	12,188.97	0.00	0.00	67.17	67.17	12,121.80	0.00	0.55
2014	10,150.13	0.00	0.00	40.78	40.78	10,109.35	0.00	0.40
2013	9,724.94	0.00	0.00	25.61	25.61	9,699.33	0.00	0.26
2012	7,883.94	0.00	0.00	31.88	31.88	7,852.06	0.00	0.40
2011	5,432.38	0.00	0.00	24.83	24.83	5,407.55	0.00	0.45
2010	3,413.78	0.00	0.00	9.12	9.12	3,404.66	0.00	0.26
2009	3,078.71	0.00	0.00	8.55	8.55	3,070.16	0.00	0.27
2008	3,515.67	0.00	0.00	26.56	26.56	3,489.11	0.00	0.75
2007	3,332.14	0.00	0.00	25.43	25.43	3,306.71	0.00	0.76
2006	2,946.19	0.00	0.00	8.26	8.26	2,937.93	0.00	0.28
2005	2,515.58	0.00	0.00	0.15	0.15	2,515.43	0.00	0.00
2004	2,758.06	0.00	0.00	4.91	4.91	2,753.15	0.00	0.17
2003	2,682.12	0.00	0.00	7.18	7.18	2,674.94	0.00	0.26
2002 *	3,203.30	0.00	0.00	0.76	0.76	3,202.54	0.00	0.02
<b>TOTAL</b>	<b>21,193,029.06</b>	<b>720,165.02</b>	<b>720,165.02</b>	<b>68,282.38</b>	<b>68,282.38</b>	<b>21,844,911.70</b>	<b>(15,163.56)</b>	



# COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. H.12.**

**11/28/2023**

---

Account Number: 4200-1451-000 Resale Meeting of October 24, 2023

---

The court approves the resale of the following trust property by Brazoria County in the amount of \$9975.98.

FREEPORT, BLOCK 140 LOT 14  
ACRES 0.1607  
4200-1451-000

**PROPERTY INFORMATION**

RESALE MEETING OF: 10/24/2023  
IN TRUST TO: CITY OF FREEPORT  
PREVIOUS OWNER: MARGIE LEWIS, AKA MARGARET BELL LEWIS, E  
ACCOUNT #: 4200-1451-000  
PRECINCT #: 1  
LEGAL DESCRIPTION: FREEPORT, BLOCK 140 LOT 14 ACRES 0.1607  
  
PHYSICAL ADDRESS: 1322 W 7TH ST  
SCHOOL DISTRICT: BRAZOSPORT ISD  
OFFER MADE BY: BENJAMIN BLANCO  
AMOUNT OF OFFER: \$9,975.98  
MINIMUM BID AT SALE: \$9,975.98  
ADJUDGED VALUE: \$50,650.00  
CURRENT LAND VALUE: \$27,640.00  
CURRENT IMPROVEMENT: \$0.00  
CITY WEED/DEMO LIENS: UNKNOWN  
SHERIFF'S DEED FILE DATE: 8/25/2023  
REDEMPTION DATE: 2/25/2023  
POST JUDGMENT TAXES: \$7,048.13  
POST JUDGMENT YEARS: 2020-2022

VOTE: AYE NAY

K. BULANEK  
K. STEWART  
JUDGE SEBESTA  
D. PAYNE  
CIVIL DIVISION REP.

X
X
X
X
X

PBFCM REPRESENTATIVE PRESENT

<b>Cause Number:</b>	9144-T
<b>Bid Amount:</b>	\$9,975.98
<b>Offer Made By:</b>	BENMAMIN BLANCO
<b><u>Judgment Information</u></b>	

**Account Number:** 4200-1451-000

**Current Land Value \$:** \$27,640.00

**Adjudged Value\$:** \$50,650.00

Taxing Entity	Tax Years	Amount Due
BC	2016-2019	\$1,268.53
BRHND	2016-2019	\$135.71
BC Special R & B	2016-2019	\$193.59
Brazosport ISD	2016-2019	\$4,181.26
City of Freeport	2016-2019	\$2,124.77
Brazosport College	2016-2019	\$1,010.21
Velasco Drainage	2016-2019	\$289.32
		\$9,203.39

**Costs**

Court Costs	\$158.00	Sheriff Fee's	\$552.20
Publication Fee's		Research Fee's	
Ad Litem		Recording Fee's	\$35.00
Liens		Certified Mail	\$27.40
Deed Recording	\$38.00	<b>Deed File Date</b>	
	<b>Total</b>		<b>\$772.60</b>

**Proposed Distribution**

**Offer Amount**

**Costs**

\$9,975.98

\$772.60

**Net to Distribute \$**

\$9,203.38

BC	13.78%	1,268.53
BRHND	1.47%	135.71
BC Special R & B	2.10%	193.59
Brazosport ISD	45.43%	4,181.26
City of Freeport	23.09%	2,124.77
	10.98%	1,010.21
Velasco Drainage	3.14%	289.32
0	0.00%	0.00
0	0.00%	0.00
		9,203.38

**Post Judgment Information**

Taxing Entity	Tax Year's	Amount Due
BC	2020-2022	\$906.74
Brazosport College	2020-2022	\$821.22
Brazosport ISD	2020-2022	\$3,202.13
City of Freeport	2020-2022	\$1,656.36
BRHND	2020-2022	\$107.25
BC Special R & B	2020-2022	\$136.44
Velasco Drainage	2020-2022	\$217.99
0		
0		
	<b>Post Judgment Total</b>	<b>\$7,048.13</b>

Bid Check list

**RESALE MEETING OF:** October 24, 2023

**ACCOUNT #:** 4200-1451-000

**OFFER MADE BY:** BENJAMIN BLANCO

**PHONE:** 979-665-7840

**MAILING ADDRESS:** 1037 SOUTHSIDE DR.  
ANGLETON, TX 77515

**EMAIL:** [INFO@TXASSETSOLUTIONS.COM](mailto:INFO@TXASSETSOLUTIONS.COM)

**AMOUNT OF OFFER:** \$9,975.98

**DEPOSIT:** \$998.00

Taxing Entity	Approval Letter Sent	Entity Meeting	Date Appvl	Date Rej
City of Freeport	10/26/2023	11/6/2023	11/7/2023	

Alvin Comm College  
Alvin ISD  
Angleton Drainage  
Angleton ISD  
Angleton-Danbury Hospital District  
BC  
BC Special R & B  
BCED  
BCES #1  
BCES #2  
BCES #3  
BCES #4  
BCES #6  
BDD #4  
BDD #5  
BDD #8  
Brazoria County C&R Dist #3  
Brazoria County Fresh Water Sup Dis No 1  
Brazosport College  
Brazosport ISD  
BRHND  
City of Alvin  
City of Angleton  
City of Brazoria  
City of Brookside Village  
City of Clute  
City of Danbury  
City of Freeport  
City of Lake Jackson  
City of Liverpool  
City of Manvel  
City of Oyster Creek  
City of Pearland  
City of Richwood  
City of Sweeny  
City of West Columbia  
Columbia-Brazoria ISD  
Commodore Cove Imp Dist  
Damon ISD  
Danbury ISD  
Oak Manor Mud  
Pearland ISD  
Road Dist 34  
Road Dist 36  
Sweeny Hospital District  
Sweeny ISD  
Town of Holiday Lakes  
Town of Quintana  
Treasure Island MUD  
Varner Creek MUD  
Velasco Drainage  
Village of Jones Creek  
Village of Surfside Beach  
WBDD #11

Entity List 2

Alvin ISD  
Angleton ISD  
Brazosport ISD  
Columbia-Brazoria ISD  
Damon ISD  
Danbury ISD  
Pearland ISD  
Sweeny ISD

D Payne  
J Clawson  
J Harris  
L Stanley  
Village of Jones Creek  
City of Lake Jackson  
City of Liverpool  
City of Manvel  
City of Oyster Creek  
City of Pearland  
Village of Surfside Beach  
City of Sweeny  
City of West Columbia  
Angleton Drainage  
Velasco Drainage  
Alvin C & R #3  
BDD #4  
BDD #5  
BDD #8  
WBDD #11  
Treasure Island MUD  
Varner Creek UD  
Angleton Danbury Hospital District  
Sweeny Hospital District  
Road Dist 34  
Alvin ISD  
Angleton ISD  
Brazosport ISD  
Columbia-Brazoria ISD  
Damon ISD  
Danbury ISD  
Pearland ISD  
Sweeny ISD

D Payne  
J Clawson  
J Harris  
L Stanley





# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.13.**

**11/28/2023**

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Payment of Bills

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That the checks payable through Monday, November 27, 2023 be approved for payment in accordance with Local Government Code 115.021.



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.14.**

**11/28/2023**

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FY 2024: Line Item Transfer

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Information Systems	520000 (Operating)	10000	22000	\$2,662
Sheriff	590000 (Capital)	10000	30000	(\$2,662)

Transfer is needed for a drone software license.



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.15.**

**11/28/2023**

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FY 2024: Record Budget for Other Funds

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SB41 Court Reporter Service Fund:

County Court at Law 1	520000 (Operating)	38514	15001	\$20,000
County Court at Law 2	520000 (Operating)	38514	15002	\$20,000
County Court at Law 3	520000 (Operating)	38514	15003	\$20,000
County Court at Law 4	520000 (Operating)	38514	15004	\$20,000
District Courts	520000 (Operating)	38514	16000	\$20,000
District Court - 149 <sup>th</sup>	520000 (Operating)	38514	16149	\$20,000
District Court - 239 <sup>th</sup>	520000 (Operating)	38514	16239	\$20,000
District Court - 300 <sup>th</sup>	520000 (Operating)	38514	16300	\$20,000
District Court - 412 <sup>th</sup>	520000 (Operating)	38514	16412	\$20,000
District Court - 461 <sup>st</sup>	520000 (Operating)	38514	16461	\$20,000

Record budget for the Court Reporter Service Fund established by Texas Senate Bill 41 and Local Government Code Section 51.601. This fund assists in the payment of court reporter services to comply with state or federal laws. Reserve funds are available for the expenditures.



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.16.**

**11/28/2023**

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Auditor's Monthly Report

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Accept the County Auditor's Monthly Report for October 2023 into record per Local Government Code §114.023.

# BRAZORIA COUNTY, TEXAS

## MONTHLY UNAUDITED FINANCIAL REPORT



For the Month Ended  
October 31, 2023

**BRAZORIA COUNTY, TEXAS**  
**MONTHLY UNAUDITED FINANCIAL REPORT**

Prepared by

**BRAZORIA COUNTY AUDITOR**

Kaysie Stewart, CPA  
County Auditor

**BRAZORIA COUNTY, TEXAS**  
**Unaudited Monthly Financial Report**

As of  
October 31, 2023

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*Note: Charts and other information provided in accordance with (Local Govt Code §114.023(b)(1) and §114.025 (a)(5))*

**KAYSIE STEWART, CPA**  
BRAZORIA COUNTY AUDITOR  
111 E. LOCUST, ROOM 303  
ANGLETON, TX 77515



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

November 28, 2023

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

Honorable Judges and Commissioners:

The unaudited and unadjusted Monthly Financial Report of Brazoria County, Texas as of and for the one month ended **October 31, 2023** is submitted herewith in accordance with Section 114.023 of the Texas Local Government Code and was prepared by the County Auditor's Office staff. These statements are reported on a budgetary basis which is not in accordance with generally accepted accounting principles.

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

Current and historical data related to the County's half cent sales tax is provided for your reference. The Schedule of Revenues shows the budgeted amounts versus the year-to-date actual balances. The Schedule of Expenditures included herein shows the adjusted budget, the year-to-date activity, current encumbrance, and the remainder in the budget. Included in the Financial Statements are balance sheets for the General Fund, Road & Bridge Fund, Law Library Fund, Mosquito Control Fund, and Airport Fund. The Statement of Changes in Fund Balance shows balances on hand at the beginning and end of the month for the General Fund, Road & Bridge Fund, Law Library Fund, Mosquito Control Fund, and Airport Fund. There were no transfers to report as of October 31, 2023 so that report is excluded for this month. The Debt Service Payment Schedule is also presented for your reference, for fiscal year 2023. Our intention is for this reporting to be useful for you, so we welcome your suggestions for the contents of this submission.

This report is designed to provide a general overview of Brazoria County's finances for all those with an interest in the County's finances at a specific point during the fiscal year. However, the reader should note that the report does not include those disclosures associated with, and usually made a part of, audited financial statements. Additionally, due to the statutory duties of the County Auditor, I am not independent with regard to these financial reports as defined by the professional standards of the American Institute of Certified Public Accountants. However, these financial statements were prepared, and the financial accounting records were maintained with objectivity and due professional care. Questions concerning any of the information provided in this report should be addressed to Brazoria County Auditor, 111 E. Locust, Rm 303 Angleton, Texas 77515.

Respectfully submitted,

*Kaysie Stewart*

Kaysie Stewart, CPA  
Brazoria County Auditor

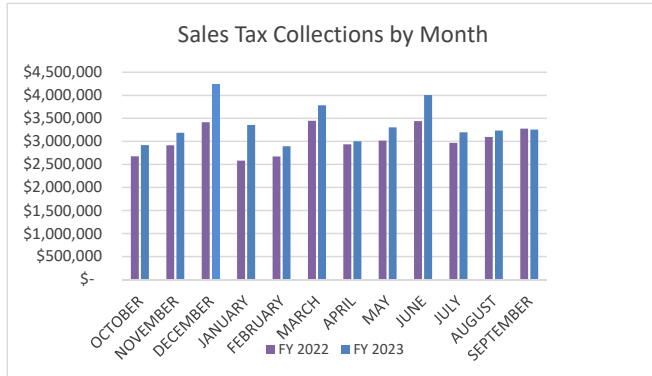


## BRAZORIA COUNTY HALF CENT SALES TAX

Fiscal Year Ended September 30, 2023

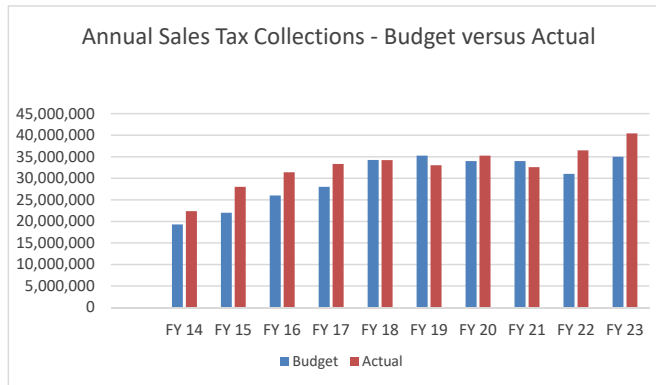
### CURRENT SALES TAX COLLECTIONS COMPARISON

	FY 2022	FY 2023	DIFF	%
OCTOBER	\$ 2,675,997	\$ 2,918,977	\$ 242,980	9.08%
NOVEMBER	\$ 2,915,362	\$ 3,187,114	\$ 271,752	9.32%
DECEMBER	\$ 3,417,308	\$ 4,235,575	\$ 818,267	23.94%
JANUARY	\$ 2,582,007	\$ 3,358,801	\$ 776,794	30.08%
FEBRUARY	\$ 2,674,322	\$ 2,896,108	\$ 221,786	8.29%
MARCH	\$ 3,446,518	\$ 3,784,669	\$ 338,151	9.81%
APRIL	\$ 2,936,560	\$ 3,004,854	\$ 68,294	2.33%
MAY	\$ 3,017,869	\$ 3,304,495	\$ 286,626	9.50%
JUNE	\$ 3,441,777	\$ 4,007,709	\$ 565,932	16.44%
JULY	\$ 2,968,517	\$ 3,198,125	\$ 229,608	7.73%
AUGUST	\$ 3,097,322	\$ 3,237,062	\$ 139,740	4.51%
SEPTEMBER	\$ 3,277,671	\$ 3,255,439	\$ (22,232)	-0.68%
<b>TOTAL</b>	<b>\$ 36,451,231</b>	<b>\$ 40,388,928</b>	<b>\$ 3,937,697</b>	<b>130.37%</b>



### SALES TAX HISTORY BY MONTH REMITTED TO COUNTY

Month Collected/	FY 14	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23
Month Remitted										
OCT / DEC	2,061,580	1,916,231	2,173,364	2,370,762	2,761,724	2,688,403	2,903,267	2,470,404	2,675,997	2,918,977
NOV / JAN	1,552,235	2,008,770	2,236,932	2,836,834	2,628,696	2,445,797	2,959,313	2,329,923	2,915,362	3,187,114
DEC / FEB	2,321,349	2,923,787	3,183,078	3,025,724	3,355,280	3,223,811	4,879,325	3,191,485	3,417,308	4,235,575
JAN / MAR	1,461,269	2,201,924	2,603,433	2,403,784	2,469,154	2,419,518	2,650,236	2,289,106	2,582,007	3,358,801
FEB / APR	1,516,225	2,045,674	2,299,393	2,848,424	2,547,052	2,463,806	2,525,579	2,180,322	2,674,322	2,896,108
MAR / MAY	1,865,129	2,614,470	2,864,527	3,217,762	3,215,527	3,070,484	3,165,793	3,066,626	3,446,518	3,784,669
APR / JUN	1,782,042	2,404,823	2,689,329	2,606,749	2,813,563	2,559,583	3,284,410	2,830,660	2,936,560	3,004,854
MAY / JUL	1,728,961	2,206,575	2,694,989	2,774,951	2,825,395	2,707,673	2,645,958	2,722,243	3,017,869	3,304,495
JUN / AUG	1,961,112	2,736,537	3,015,791	3,543,149	3,029,214	2,787,642	3,003,985	2,982,129	3,441,777	4,007,709
JUL / SEPT	1,817,873	2,403,914	2,200,027	2,442,438	2,577,899	2,939,101	2,319,781	2,738,182	2,968,517	3,198,125
AUG / OCT	1,988,824	2,220,279	2,861,537	2,349,851	3,077,481	2,761,600	2,300,406	2,727,955	3,097,322	3,237,062
SEP / NOV	2,297,525	2,322,636	2,561,914	2,891,665	2,894,158	2,952,287	2,592,087	3,024,952	3,277,671	3,255,439



### SALES TAX BY FISCAL YEAR

	FY 14	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23
Budget	19,300,000	22,000,000	26,000,000	28,000,000	34,250,000	35,250,000	34,000,000	34,000,000	31,000,000	35,000,000
Actual	22,354,124	28,005,620	31,384,316	33,312,092	34,195,142	33,019,705	35,230,141	32,553,987	36,451,230	40,388,928



# Aggregate Revenue for Year 2024

10/01/2023 thru 10/31/2023

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
<b>Fund: 10000-General Fund</b>					
Tax Revenue	106,707,687	-	106,707,687	76,538	(106,631,149)
Other Constitutional Tax	39,000,000	-	39,000,000	-	(39,000,000)
Penalty and Interest	600,000	-	600,000	15,542	(584,458)
Licenses and Permits	2,137,100	-	2,137,100	50,436	(2,086,664)
Grant Revenue	214,000	-	214,000	32	(213,969)
Shared Revenue	739,000	-	739,000	-	(739,000)
Fees of Office	7,466,100	-	7,466,100	234,153	(7,231,947)
Library Revenue Fees	66,500	-	66,500	5,570	(60,930)
Legislative Fees	935,910	-	935,910	85,374	(850,536)
Other Fees	1,763,200	-	1,763,200	74,612	(1,688,588)
Fines and Forfeitures	2,632,900	-	2,632,900	194,985	(2,437,915)
Investment Income	3,953,811	-	3,953,811	352,359	(3,601,452)
Sale of Assets	21,000	-	21,000	-	(21,000)
Miscellaneous Revenue	2,620,600	-	2,620,600	16,328	(2,604,272)
Transfers	113,678	-	113,678	-	(113,678)
<b>Total Fund: 10000</b>	<b>168,971,486</b>	<b>-</b>	<b>168,971,486</b>	<b>1,105,928</b>	<b>(167,865,558)</b>
<b>Fund: 10200-Juv Prob Fees</b>					
Other Fees	30,000	-	30,000	1,362	(28,638)
Investment Income	500	-	500	232	(268)
<b>Total Fund: 10200</b>	<b>30,500</b>	<b>-</b>	<b>30,500</b>	<b>1,595</b>	<b>(28,905)</b>
<b>Fund: 10350-Sheriff Special Response Team</b>					
Investment Income	200	-	200	118	(82)
<b>Total Fund: 10350</b>	<b>200</b>	<b>-</b>	<b>200</b>	<b>118</b>	<b>(82)</b>
<b>Fund: 10400-Env Health-Retail Food Permits</b>					
Licenses and Permits	110,000	-	110,000	11,640	(98,360)
Transfers	115,000	-	115,000	-	(115,000)
<b>Total Fund: 10400</b>	<b>225,000</b>	<b>-</b>	<b>225,000</b>	<b>11,640</b>	<b>(213,360)</b>
<b>Fund: 10500-District Clerk Contingency</b>					
Other Fees	-	-	-	20	20
Investment Income	15,000	-	15,000	4,411	(10,589)
<b>Total Fund: 10500</b>	<b>15,000</b>	<b>-</b>	<b>15,000</b>	<b>4,432</b>	<b>(10,568)</b>
<b>Fund: 10600-Fire Training Field</b>					
Investment Income	200	-	200	85	(115)
<b>Total Fund: 10600</b>	<b>200</b>	<b>-</b>	<b>200</b>	<b>85</b>	<b>(115)</b>
<b>Fund: 10700-Parks Special Events</b>					
Investment Income	1,000	-	1,000	958	(42)
Contributions	5,000	-	5,000	-	(5,000)
<b>Total Fund: 10700</b>	<b>6,000</b>	<b>-</b>	<b>6,000</b>	<b>958</b>	<b>(5,042)</b>
<b>Fund: 10710-Parks SFA Special Projects</b>					
Other Fees	1,800	-	1,800	47	(1,753)
Miscellaneous Revenue	-	-	-	-	-
<b>Total Fund: 10710</b>	<b>1,800</b>	<b>-</b>	<b>1,800</b>	<b>47</b>	<b>(1,753)</b>



# Aggregate Revenue for Year 2024

10/01/2023 thru 10/31/2023

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
<b>Fund: 10850-CPS-Donations</b>					
Investment Income	300	-	300	172	(128)
Contributions	3,000	-	3,000	-	(3,000)
<b>Total Fund: 10850</b>	<b>3,300</b>	<b>-</b>	<b>3,300</b>	<b>172</b>	<b>(3,128)</b>
<b>Fund: 20000-Road and Bridge Non-Construct</b>					
Tax Revenue	41,449,704	-	41,449,704	30,378	(41,419,326)
Penalty and Interest	200,000	-	200,000	6,446	(193,554)
Grant Revenue	-	-	-	84,067	84,067
Fees of Office	-	-	-	7,917	7,917
Other Fees	-	-	-	7	7
Investment Income	-	-	-	47,926	47,926
Miscellaneous Revenue	-	-	-	13,251	13,251
<b>Total Fund: 20000</b>	<b>41,649,704</b>	<b>-</b>	<b>41,649,704</b>	<b>189,992</b>	<b>(41,459,712)</b>
<b>Fund: 20500-Road and Bridge Construction</b>					
Fees of Office	-	-	-	2	2
<b>Total Fund: 20500</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2</b>	<b>2</b>
<b>Fund: 39800-Law Library</b>					
Legislative Fees	190,000	-	190,000	18,573	(171,427)
Investment Income	10,000	-	10,000	2,436	(7,564)
Miscellaneous Revenue	12,000	-	12,000	1,778	(10,222)
Transfers	70,000	-	70,000	-	(70,000)
<b>Total Fund: 39800</b>	<b>282,000</b>	<b>-</b>	<b>282,000</b>	<b>22,786</b>	<b>(259,214)</b>
<b>Fund: 39900-Mosquito Control District</b>					
Tax Revenue	2,041,188	-	2,041,188	1,517	(2,039,671)
Penalty and Interest	12,500	-	12,500	350	(12,150)
Fees of Office	-	-	-	1	1
Investment Income	35,000	-	35,000	5,679	(29,321)
Sale of Assets	500	-	500	-	(500)
<b>Total Fund: 39900</b>	<b>2,089,188</b>	<b>-</b>	<b>2,089,188</b>	<b>7,547</b>	<b>(2,081,641)</b>
<b>Fund: 41000-2016 Limited Tax Rfd (2006 CO)</b>					
Tax Revenue	1,122,653	-	1,122,653	827	(1,121,826)
Penalty and Interest	1,000	-	1,000	186	(814)
Investment Income	-	-	-	6,201	6,201
<b>Total Fund: 41000</b>	<b>1,123,653</b>	<b>-</b>	<b>1,123,653</b>	<b>7,214</b>	<b>(1,116,439)</b>
<b>Fund: 42000-2021 Gen Oblig Rfd (2012 CO)</b>					
Tax Revenue	2,041,188	-	2,041,188	1,565	(2,039,623)
Penalty and Interest	500	-	500	357	(143)
Investment Income	6,500	-	6,500	306	(6,194)
<b>Total Fund: 42000</b>	<b>2,048,188</b>	<b>-</b>	<b>2,048,188</b>	<b>2,228</b>	<b>(2,045,960)</b>
<b>Fund: 42100-2018 Cert of Oblig-I,S</b>					
Tax Revenue	671,041	-	671,041	603	(670,438)
Penalty and Interest	500	-	500	175	(325)
Investment Income	12,000	-	12,000	2,748	(9,252)
<b>Total Fund: 42100</b>	<b>683,541</b>	<b>-</b>	<b>683,541</b>	<b>3,526</b>	<b>(680,015)</b>



# Aggregate Revenue for Year 2024

10/01/2023 thru 10/31/2023

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
<b>Fund: 42200-2021 CO-Courthouse Campus I,S</b>					
Tax Revenue	2,610,169	-	2,610,169	1,711	(2,608,458)
Penalty and Interest	1,000	-	1,000	398	(602)
Investment Income	110,000	-	110,000	19,262	(90,738)
<b>Total Fund: 42200</b>	<b>2,721,169</b>	<b>-</b>	<b>2,721,169</b>	<b>21,371</b>	<b>(2,699,798)</b>
<b>Fund: 44000-Toll Road-SH288-I&amp;S</b>					
Tax Revenue	-	-	-	75	75
Penalty and Interest	-	-	-	52	52
<b>Total Fund: 44000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>127</b>	<b>127</b>
<b>Fund: 45000-Road Bonds-Mobility-I,S</b>					
Tax Revenue	3,533,806	-	3,533,806	2,581	(3,531,225)
Penalty and Interest	1,000	-	1,000	576	(424)
Investment Income	55,000	-	55,000	18,596	(36,404)
<b>Total Fund: 45000</b>	<b>3,589,806</b>	<b>-</b>	<b>3,589,806</b>	<b>21,753</b>	<b>(3,568,053)</b>
<b>Fund: 60500-Airport Operating</b>					
Fees of Office	-	-	-	2	2
Miscellaneous Revenue	-	-	-	-	-
Enterprise Revenue	3,346,971	-	3,346,971	396,106	(2,950,865)
<b>Total Fund: 60500</b>	<b>3,346,971</b>	<b>-</b>	<b>3,346,971</b>	<b>396,108</b>	<b>(2,950,863)</b>
<b>Report Total</b>	<b>226,787,706</b>	<b>-</b>	<b>226,787,706</b>	<b>1,797,627</b>	<b>(224,990,079)</b>



# Budget to Actuals for Year 2024

10/1/2023 thru 10/31/2023

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
<b>Fund: 10000-General Fund</b>							
<b>10000 County Judge</b>							
Salaries & Benefits	780,588	-	780,588	(510,408)	(67,859)	202,321	74%
Operating Expenditures	55,000	-	55,000	(185)	(15,558)	39,257	29%
	835,588	-	835,588	(510,592)	(83,418)	241,578	71%
<b>10100 Comm. South Service Center</b>							
Salaries & Benefits	462,230	-	462,230	(292,756)	(39,739)	129,734	72%
Operating Expenditures	9,525	-	9,525	(596)	(543)	8,386	12%
	471,755	-	471,755	(293,352)	(40,283)	138,120	71%
<b>10200 Comm. Central Service Center</b>							
Salaries & Benefits	462,922	-	462,922	(291,580)	(40,888)	130,455	72%
Operating Expenditures	11,300	-	11,300	-	-	11,300	0%
	474,222	-	474,222	(291,580)	(40,888)	141,755	70%
<b>10300 Comm. North Service Center</b>							
Salaries & Benefits	460,183	-	460,183	(290,229)	(38,297)	131,657	71%
Operating Expenditures	13,518	-	13,518	(946)	161	12,733	6%
	473,701	-	473,701	(291,175)	(38,137)	144,390	70%
<b>10400 Comm. West Service Center</b>							
Salaries & Benefits	487,479	-	487,479	(309,695)	(43,053)	134,731	72%
Operating Expenditures	26,800	-	26,800	(600)	-	26,200	2%
	514,279	-	514,279	(310,295)	(43,053)	160,931	69%
<b>12000 County Clerk</b>							
Salaries & Benefits	3,032,335	-	3,032,335	(1,851,742)	(252,051)	928,542	69%
Operating Expenditures	69,200	-	69,200	(13,350)	(610)	55,240	20%
	3,101,535	-	3,101,535	(1,865,092)	(252,661)	983,782	68%
<b>13000 Veteran's Service</b>							
Salaries & Benefits	264,925	-	264,925	(171,385)	(21,393)	72,148	73%
Operating Expenditures	9,925	-	9,925	(945)	(55)	8,925	10%
	274,850	-	274,850	(172,330)	(21,448)	81,073	71%
<b>14000 Emergency Management</b>							
Salaries & Benefits	453,593	-	453,593	(296,467)	(41,767)	115,358	75%
Operating Expenditures	55,600	-	55,600	(6,345)	(620)	48,636	13%
	509,193	-	509,193	(302,812)	(42,387)	163,994	68%
<b>14900 Non-Departmental</b>							
Operating Expenditures	7,150,856	(65,700)	7,085,156	(25,000)	(424,548)	6,635,608	6%
Capital	-	-	-	51,792	(51,792)	-	0%
	7,150,856	(65,700)	7,085,156	26,792	(476,339)	6,635,608	6%
<b>15001 County Court at Law 1</b>							
Salaries & Benefits	474,371	-	474,371	(324,102)	(41,298)	108,972	77%
Operating Expenditures	284,700	-	284,700	(1,905)	(2,012)	280,782	1%
	759,071	-	759,071	(326,007)	(43,310)	389,754	49%
<b>15002 County Court at Law 2</b>							
Salaries & Benefits	475,547	-	475,547	(324,102)	(41,392)	110,053	77%
Operating Expenditures	192,600	-	192,600	(1,274)	(3,307)	188,019	2%
	668,147	-	668,147	(325,376)	(44,699)	298,072	55%
<b>15003 County Court at Law 3</b>							
Salaries & Benefits	516,002	-	516,002	(357,413)	(43,805)	114,785	78%
Operating Expenditures	308,059	-	308,059	(2,656)	(2,502)	302,901	2%
	824,061	-	824,061	(360,069)	(46,307)	417,686	49%
<b>15004 County Court at Law 4</b>							
Salaries & Benefits	521,364	-	521,364	(357,413)	(45,297)	118,655	77%



# Budget to Actuals for Year 2024

10/1/2023 thru 10/31/2023

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	304,900	-	304,900	(1,500)	(2,191)	301,209	1%
	826,264	-	826,264	(358,913)	(47,488)	419,864	49%
<b>15900 Probate Court Investigations</b>							
Salaries & Benefits	190,578	-	190,578	(121,738)	(16,882)	51,957	73%
Operating Expenditures	4,612	-	4,612	(600)	-	4,012	13%
	195,190	-	195,190	(122,338)	(16,882)	55,969	71%
<b>16000 District Courts</b>							
Salaries & Benefits	784,609	-	784,609	(507,520)	(69,222)	207,868	74%
Operating Expenditures	217,805	-	217,805	(9,414)	(5,228)	203,163	7%
	1,002,414	-	1,002,414	(516,933)	(74,450)	411,030	59%
<b>16149 District Court-149th</b>							
Salaries & Benefits	303,277	-	303,277	(196,898)	(25,678)	80,701	73%
Operating Expenditures	654,500	-	654,500	-	(12,919)	641,581	2%
	957,777	-	957,777	(196,898)	(38,597)	722,282	25%
<b>16239 District Court-239th</b>							
Salaries & Benefits	306,656	-	306,656	(196,898)	(25,854)	83,904	73%
Operating Expenditures	565,000	-	565,000	-	-	565,000	0%
	871,656	-	871,656	(196,898)	(25,854)	648,904	26%
<b>16300 District Court-300th</b>							
Salaries & Benefits	305,701	-	305,701	(196,898)	(27,035)	81,769	73%
Operating Expenditures	610,000	-	610,000	-	-	610,000	0%
Transfers	450,000	-	450,000	-	-	450,000	0%
	1,365,701	-	1,365,701	(196,898)	(27,035)	1,141,769	16%
<b>16412 District Court-412th</b>							
Salaries & Benefits	304,748	-	304,748	(196,898)	(26,894)	80,957	73%
Operating Expenditures	560,000	-	560,000	-	(3,941)	556,059	1%
	864,748	-	864,748	(196,898)	(30,835)	637,016	26%
<b>16461 District Court-461st</b>							
Salaries & Benefits	302,322	-	302,322	(196,898)	(25,609)	79,815	74%
Operating Expenditures	365,000	-	365,000	-	(2,406)	362,594	1%
	667,322	-	667,322	(196,898)	(28,015)	442,408	34%
<b>17000 District Clerk</b>							
Salaries & Benefits	3,209,266	-	3,209,266	(1,979,598)	(264,466)	965,201	70%
Operating Expenditures	77,200	-	77,200	(22,217)	(372)	54,611	29%
	3,286,466	-	3,286,466	(2,001,815)	(264,839)	1,019,812	69%
<b>18110 Justice of the Peace 1,1</b>							
Salaries & Benefits	582,481	-	582,481	(351,310)	(51,744)	179,426	69%
Operating Expenditures	20,683	-	20,683	(2,225)	(1,590)	16,868	18%
	603,164	-	603,164	(353,535)	(53,334)	196,294	67%
<b>18120 Justice of the Peace 1,2</b>							
Salaries & Benefits	596,113	-	596,113	(360,592)	(47,695)	187,826	68%
Operating Expenditures	26,600	65,700	92,300	(60,270)	(487)	31,543	66%
	622,713	65,700	688,413	(420,861)	(48,183)	219,369	68%
<b>18210 Justice of the Peace 2,1</b>							
Salaries & Benefits	578,538	-	578,538	(351,569)	(49,004)	177,965	69%
Operating Expenditures	14,820	-	14,820	(1,865)	(1,117)	11,839	20%
	593,358	-	593,358	(353,433)	(50,121)	189,804	68%
<b>18220 Justice of the Peace 2,2</b>							
Salaries & Benefits	586,771	-	586,771	(354,266)	(46,889)	185,616	68%



# Budget to Actuals for Year 2024

10/1/2023 thru 10/31/2023

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	22,700	-	22,700	(3,500)	-	19,200	15%
	609,471	-	609,471	(357,766)	(46,889)	204,816	66%
<b>18310 Justice of the Peace 3,1</b>							
Salaries & Benefits	525,690	-	525,690	(316,460)	(46,550)	162,680	69%
Operating Expenditures	17,900	-	17,900	(4,234)	(1,065)	12,601	30%
	543,590	-	543,590	(320,694)	(47,615)	175,281	68%
<b>18320 Justice of the Peace 3,2</b>							
Salaries & Benefits	504,944	-	504,944	(303,691)	(44,735)	156,517	69%
Operating Expenditures	17,900	-	17,900	(3,456)	(544)	13,900	22%
	522,844	-	522,844	(307,148)	(45,279)	170,417	67%
<b>18410 Justice of the Peace 4,1</b>							
Salaries & Benefits	580,193	-	580,193	(350,459)	(51,554)	178,179	69%
Operating Expenditures	17,550	-	17,550	871	(871)	17,550	0%
	597,743	-	597,743	(349,588)	(52,425)	195,729	67%
<b>18420 Justice of the Peace 4,2</b>							
Salaries & Benefits	667,810	-	667,810	(402,459)	(58,785)	206,566	69%
Operating Expenditures	49,400	-	49,400	(19,162)	(1,338)	28,900	41%
	717,210	-	717,210	(421,621)	(60,123)	235,466	67%
<b>19000 Judicial Miscellaneous</b>							
Salaries & Benefits	565,924	-	565,924	(313,912)	(26,188)	225,823	60%
Operating Expenditures	2,157,911	-	2,157,911	(287,451)	(43,230)	1,827,229	15%
Transfers	50,000	-	50,000	-	-	50,000	0%
	2,773,835	-	2,773,835	(601,363)	(69,419)	2,103,052	24%
<b>19100 Indigent Defense</b>							
Salaries & Benefits	242,395	-	242,395	(149,272)	(21,509)	71,614	70%
Operating Expenditures	6,171	-	6,171	32	(32)	6,171	0%
	248,566	-	248,566	(149,241)	(21,540)	77,785	69%
<b>19200 Bail Bond Board</b>							
Salaries & Benefits	147,108	-	147,108	(90,731)	(13,079)	43,298	71%
Operating Expenditures	5,500	-	5,500	(1,500)	-	4,000	27%
	152,608	-	152,608	(92,231)	(13,079)	47,298	69%
<b>19300 District Attorney</b>							
Salaries & Benefits	9,821,301	-	9,821,301	(6,435,300)	(844,446)	2,541,556	74%
Operating Expenditures	192,150	-	192,150	(78,457)	(8,575)	105,117	45%
Capital	213,000	-	213,000	(115,180)	-	97,820	54%
Transfers	364,000	-	364,000	-	-	364,000	0%
	10,590,451	-	10,590,451	(6,628,937)	(853,021)	3,108,493	71%
<b>19900 Law Library</b>							
Transfers	70,000	-	70,000	-	-	70,000	0%
	70,000	-	70,000	-	-	70,000	0%
<b>20100 County Auditor</b>							
Salaries & Benefits	2,107,685	-	2,107,685	(1,394,125)	(187,008)	526,552	75%
Operating Expenditures	19,600	-	19,600	(6,931)	(632)	12,037	39%
	2,127,285	-	2,127,285	(1,401,056)	(187,640)	538,589	75%
<b>20200 Purchasing</b>							
Salaries & Benefits	807,253	-	807,253	(523,122)	(71,485)	212,646	74%
Operating Expenditures	40,250	-	40,250	(18,501)	(404)	21,345	47%
	847,503	-	847,503	(541,623)	(71,889)	233,991	72%
<b>20300 County Treasurer</b>							
Salaries & Benefits	397,431	-	397,431	(256,959)	(34,432)	106,040	73%



# Budget to Actuals for Year 2024

10/1/2023 thru 10/31/2023

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	230,650	-	230,650	(53,465)	(8,809)	168,376	27%
	628,081	-	628,081	(310,424)	(43,241)	274,416	56%
<b>20400 Human Resources</b>							
Salaries & Benefits	1,067,573	-	1,067,573	(760,005)	(85,541)	222,027	79%
Operating Expenditures	175,050	-	175,050	(87,528)	(1,113)	86,409	51%
	1,242,623	-	1,242,623	(847,533)	(86,654)	308,437	75%
<b>21000 Tax Assessor-Collector</b>							
Salaries & Benefits	4,214,995	-	4,214,995	(2,581,975)	(354,452)	1,278,569	70%
Operating Expenditures	188,100	-	188,100	(46,187)	(11,993)	129,920	31%
	4,403,095	-	4,403,095	(2,628,162)	(366,445)	1,408,489	68%
<b>22000 Information Systems</b>							
Salaries & Benefits	3,768,304	-	3,768,304	(2,527,807)	(330,975)	909,522	76%
Operating Expenditures	7,472,716	-	7,472,716	(1,748,773)	(424,449)	5,299,494	29%
Capital	489,200	-	489,200	(84,210)	-	404,990	17%
	11,730,220	-	11,730,220	(4,360,789)	(755,424)	6,614,006	44%
<b>23000 Appraisal District Assessment</b>							
Operating Expenditures	937,150	-	937,150	-	(221,452)	715,698	24%
	937,150	-	937,150	-	(221,452)	715,698	24%
<b>24000 Elections</b>							
Salaries & Benefits	835,845	-	835,845	-	(45,915)	789,930	5%
Operating Expenditures	435,850	-	435,850	(17,317)	(237,409)	181,125	58%
	1,271,695	-	1,271,695	(17,317)	(283,324)	971,055	24%
<b>25000 Facilities Management</b>							
Salaries & Benefits	2,396,839	-	2,396,839	(1,512,598)	(206,486)	677,754	72%
Operating Expenditures	2,279,900	-	2,279,900	(563,623)	(13,873)	1,702,403	25%
Capital	577,500	-	577,500	(131,912)	-	445,588	23%
	5,254,239	-	5,254,239	(2,208,134)	(220,360)	2,825,745	46%
<b>26000 Property Insurance</b>							
Operating Expenditures	2,600,000	-	2,600,000	-	(119,711)	2,480,289	5%
	2,600,000	-	2,600,000	-	(119,711)	2,480,289	5%
<b>30000 County Sheriff</b>							
Salaries & Benefits	22,368,189	-	22,368,189	(13,956,730)	(1,996,849)	6,414,611	71%
Operating Expenditures	3,130,000	-	3,130,000	(906,734)	(191,870)	2,031,395	35%
Capital	1,865,076	-	1,865,076	(256,676)	(43,825)	1,564,575	16%
	27,363,265	-	27,363,265	(15,120,140)	(2,232,544)	10,010,581	63%
<b>30100 Animal Control</b>							
Salaries & Benefits	574,787	-	574,787	(336,946)	(62,734)	175,107	70%
Operating Expenditures	55,000	-	55,000	(13,901)	-	41,099	25%
Capital	-	-	-	-	-	-	0%
	629,787	-	629,787	(350,847)	(62,734)	216,206	66%
<b>31000 Tx Dept of Public Safety (DPS)</b>							
Salaries & Benefits	260,433	-	260,433	(156,779)	(17,837)	85,816	67%
Operating Expenditures	3,900	-	3,900	-	-	3,900	0%
	264,333	-	264,333	(156,779)	(17,837)	89,716	66%
<b>32100 Constable-Precinct 1</b>							
Salaries & Benefits	999,354	-	999,354	(696,199)	(103,699)	199,456	80%
Operating Expenditures	215,850	-	215,850	(99,738)	(15,097)	101,015	53%
Capital	103,150	-	103,150	(99,090)	-	4,060	96%
	1,318,354	-	1,318,354	(895,027)	(118,796)	304,531	77%





# Budget to Actuals for Year 2024

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Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
<b>32200 Constable-Precinct 2</b>							
Salaries & Benefits	1,003,257	-	1,003,257	(629,210)	(93,955)	280,091	72%
Operating Expenditures	151,700	-	151,700	(25,192)	(1,381)	125,128	18%
Capital	107,000	-	107,000	(53,879)	-	53,121	50%
	<b>1,261,957</b>	<b>-</b>	<b>1,261,957</b>	<b>(708,281)</b>	<b>(95,336)</b>	<b>458,340</b>	<b>64%</b>
<b>32300 Constable-Precinct 3</b>							
Salaries & Benefits	1,085,826	-	1,085,826	(690,330)	(101,960)	293,536	73%
Operating Expenditures	268,335	-	268,335	(10,936)	(2,416)	254,983	5%
Capital	163,000	-	163,000	(48,503)	-	114,497	30%
	<b>1,517,161</b>	<b>-</b>	<b>1,517,161</b>	<b>(749,769)</b>	<b>(104,376)</b>	<b>663,016</b>	<b>56%</b>
<b>32400 Constable-Precinct 4</b>							
Salaries & Benefits	1,686,341	-	1,686,341	(1,044,547)	(157,683)	484,111	71%
Operating Expenditures	123,950	-	123,950	(48,366)	(3,118)	72,465	42%
Capital	100,000	-	100,000	-	-	100,000	0%
	<b>1,910,291</b>	<b>-</b>	<b>1,910,291</b>	<b>(1,092,913)</b>	<b>(160,801)</b>	<b>656,576</b>	<b>66%</b>
<b>33000 Intensive CommunityServiceProg</b>							
Salaries & Benefits	123,471	-	123,471	-	(4,893)	118,579	4%
Operating Expenditures	64,550	-	64,550	(4,150)	-	60,400	6%
	<b>188,021</b>	<b>-</b>	<b>188,021</b>	<b>(4,150)</b>	<b>(4,893)</b>	<b>178,979</b>	<b>5%</b>
<b>34000 Ambulance EMS</b>							
Operating Expenditures	96,000	-	96,000	-	-	96,000	0%
	<b>96,000</b>	<b>-</b>	<b>96,000</b>	<b>-</b>	<b>-</b>	<b>96,000</b>	<b>0%</b>
<b>34100 Fire Protection</b>							
Salaries & Benefits	57,331	-	57,331	(36,532)	(5,715)	15,083	74%
Operating Expenditures	566,000	-	566,000	-	(525,000)	41,000	93%
	<b>623,331</b>	<b>-</b>	<b>623,331</b>	<b>(36,532)</b>	<b>(530,715)</b>	<b>56,083</b>	<b>91%</b>
<b>34200 Fire Marshal</b>							
Transfers	610,000	-	610,000	-	-	610,000	0%
	<b>610,000</b>	<b>-</b>	<b>610,000</b>	<b>-</b>	<b>-</b>	<b>610,000</b>	<b>0%</b>
<b>35000 Detention Center</b>							
Salaries & Benefits	14,793,863	-	14,793,863	(8,759,787)	(1,473,986)	4,560,091	69%
Operating Expenditures	8,745,400	-	8,745,400	(3,883,497)	(1,247,396)	3,614,507	59%
Capital	100,000	-	100,000	19,778	(19,778)	100,000	0%
	<b>23,639,263</b>	<b>-</b>	<b>23,639,263</b>	<b>(12,623,506)</b>	<b>(2,741,160)</b>	<b>8,274,598</b>	<b>65%</b>
<b>36000 Juvenile Probation</b>							
Salaries & Benefits	8,385,435	-	8,385,435	(5,235,605)	(692,913)	2,456,917	71%
Operating Expenditures	1,548,897	-	1,548,897	(898,417)	(114,521)	535,959	65%
Capital	18,000	-	18,000	21,609	(21,609)	18,000	0%
Transfers	450,000	-	450,000	-	-	450,000	0%
	<b>10,402,332</b>	<b>-</b>	<b>10,402,332</b>	<b>(6,112,414)</b>	<b>(829,043)</b>	<b>3,460,876</b>	<b>67%</b>
<b>40000 Adult Probation</b>							
Operating Expenditures	731,326	-	731,326	(12,447)	(416)	718,463	2%
Transfers	92,000	-	92,000	-	-	92,000	0%
	<b>823,326</b>	<b>-</b>	<b>823,326</b>	<b>(12,447)</b>	<b>(416)</b>	<b>810,463</b>	<b>2%</b>
<b>45000 Health</b>							
Salaries & Benefits	1,348,464	-	1,348,464	(860,770)	(114,751)	372,943	72%
Operating Expenditures	98,725	-	98,725	(27,497)	(3,004)	68,224	31%
Transfers	10,000	-	10,000	-	-	10,000	0%
	<b>1,457,189</b>	<b>-</b>	<b>1,457,189</b>	<b>(888,267)</b>	<b>(117,754)</b>	<b>451,167</b>	<b>69%</b>
<b>45200 Indigent Health Care</b>							
Salaries & Benefits	195,351	-	195,351	(118,893)	(15,343)	61,115	69%



# Budget to Actuals for Year 2024

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Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Operating Expenditures	2,442,145	-	2,442,145	(195,648)	(27,248)	2,219,249	9%
	2,637,496	-	2,637,496	(314,541)	(42,592)	2,280,364	14%
<b>45300 Water Lab</b>							
Salaries & Benefits	228,203	-	228,203	(140,882)	(20,272)	67,049	71%
Operating Expenditures	54,450	-	54,450	(4,859)	-	49,591	9%
	282,653	-	282,653	(145,741)	(20,272)	116,640	59%
<b>46000 Children Protective Services</b>							
Operating Expenditures	96,948	-	96,948	(239)	(316)	96,393	1%
Transfers	20,000	-	20,000	-	-	20,000	0%
	116,948	-	116,948	(239)	(316)	116,393	0%
<b>47000 Environmental Health</b>							
Salaries & Benefits	1,360,130	-	1,360,130	(768,023)	(119,091)	473,017	65%
Operating Expenditures	87,385	-	87,385	(7,901)	(2,349)	77,136	12%
Transfers	115,000	-	115,000	-	-	115,000	0%
	1,562,515	-	1,562,515	(775,923)	(121,439)	665,152	57%
<b>49000 County Welfare</b>							
Salaries & Benefits	57,626	-	57,626	(34,594)	(7,646)	15,386	73%
Operating Expenditures	13,400	-	13,400	(974)	(26)	12,400	7%
	71,026	-	71,026	(35,569)	(7,671)	27,786	61%
<b>50000 Mental Health</b>							
Operating Expenditures	268,800	-	268,800	-	-	268,800	0%
	268,800	-	268,800	-	-	268,800	0%
<b>51000 Actions</b>							
Operating Expenditures	70,000	-	70,000	-	(70,000)	-	100%
	70,000	-	70,000	-	(70,000)	-	100%
<b>52000 Helpline</b>							
Operating Expenditures	20,000	-	20,000	-	(20,000)	-	100%
	20,000	-	20,000	-	(20,000)	-	100%
<b>53000 Marine Protection Service</b>							
Operating Expenditures	12,000	-	12,000	-	(12,000)	-	100%
	12,000	-	12,000	-	(12,000)	-	100%
<b>55000 Library Administration</b>							
Salaries & Benefits	6,751,740	-	6,751,740	(4,344,104)	(586,669)	1,820,967	73%
Operating Expenditures	1,637,020	-	1,637,020	(1,004,205)	(197,406)	435,408	73%
	8,388,760	-	8,388,760	(5,348,309)	(784,076)	2,256,375	73%
<b>56000 Parks</b>							
Salaries & Benefits	3,862,293	-	3,862,293	(2,531,326)	(337,314)	993,653	74%
Operating Expenditures	1,108,200	-	1,108,200	(431,530)	(21,068)	655,601	41%
Capital	765,450	-	765,450	-	-	765,450	0%
	5,735,943	-	5,735,943	(2,962,856)	(358,382)	2,414,704	58%
<b>56170 Parks-Camp Mohawk</b>							
Operating Expenditures	6,000	-	6,000	-	-	6,000	0%
	6,000	-	6,000	-	-	6,000	0%
<b>57000 Fairgrounds</b>							
Salaries & Benefits	107,789	-	107,789	(121,260)	(20,361)	(33,833)	131%
Operating Expenditures	251,000	-	251,000	(24,154)	(1,558)	225,288	10%
	358,789	-	358,789	(145,414)	(21,920)	191,455	47%
<b>58000 Museum</b>							
Salaries & Benefits	622,396	-	622,396	(398,145)	(43,700)	180,550	71%
Operating Expenditures	24,550	-	24,550	(1,500)	(102)	22,948	7%



# Budget to Actuals for Year 2024

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Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Capital	-	-	-	-	-	-	0%
	646,946	-	646,946	(399,645)	(43,801)	203,499	69%
<b>60000 Agriculture Extension</b>							
Salaries & Benefits	527,617	-	527,617	(334,709)	(43,458)	149,450	72%
Operating Expenditures	56,055	-	56,055	(7,653)	(2,484)	45,918	18%
	583,672	-	583,672	(342,362)	(45,942)	195,368	67%
<b>65000 Flood Plain Administrator</b>							
Salaries & Benefits	312,099	-	312,099	(191,091)	(27,699)	93,308	70%
Operating Expenditures	10,992	-	10,992	(1,209)	(876)	8,907	19%
	323,091	-	323,091	(192,301)	(28,575)	102,215	68%
<b>Total Fund: 10000</b>	<b>168,971,486</b>	<b>-</b>	<b>168,971,486</b>	<b>(81,091,800)</b>	<b>(14,037,485)</b>	<b>73,842,201</b>	<b>56%</b>
<b>Fund: 10200-Juv Prob Fees</b>							
<b>36000 Juvenile Probation</b>							
Operating Expenditures	16,200	-	16,200	(3,221)	-	12,979	20%
	16,200	-	16,200	(3,221)	-	12,979	20%
<b>Total Fund: 10200</b>	<b>16,200</b>	<b>-</b>	<b>16,200</b>	<b>(3,221)</b>	<b>-</b>	<b>12,979</b>	<b>20%</b>
<b>Fund: 10350-Sheriff Special Response Team</b>							
<b>30000 County Sheriff</b>							
Operating Expenditures	10,000	-	10,000	-	-	10,000	0%
	10,000	-	10,000	-	-	10,000	0%
<b>Total Fund: 10350</b>	<b>10,000</b>	<b>-</b>	<b>10,000</b>	<b>-</b>	<b>-</b>	<b>10,000</b>	<b>0%</b>
<b>Fund: 10400-Env Health-Retail Food Permits</b>							
<b>47000 Environmental Health</b>							
Salaries & Benefits	209,496	-	209,496	(115,261)	(18,060)	76,175	64%
	209,496	-	209,496	(115,261)	(18,060)	76,175	64%
<b>Total Fund: 10400</b>	<b>209,496</b>	<b>-</b>	<b>209,496</b>	<b>(115,261)</b>	<b>(18,060)</b>	<b>76,175</b>	<b>64%</b>
<b>Fund: 10600-Fire Training Field</b>							
<b>34100 Fire Protection</b>							
Operating Expenditures	2,000	-	2,000	-	-	2,000	0%
	2,000	-	2,000	-	-	2,000	0%
<b>Total Fund: 10600</b>	<b>2,000</b>	<b>-</b>	<b>2,000</b>	<b>-</b>	<b>-</b>	<b>2,000</b>	<b>0%</b>
<b>Fund: 10700-Parks Special Events</b>							
<b>56000 Parks</b>							
Operating Expenditures	-	-	-	(947)	(53)	(1,000)	0%
	-	-	-	(947)	(53)	(1,000)	0%
<b>Total Fund: 10700</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(947)</b>	<b>(53)</b>	<b>(1,000)</b>	<b>0%</b>
<b>Fund: 10710-Parks SFA Special Projects</b>							
<b>56020 Parks-SFA Munson Historical</b>							
Operating Expenditures	2,000	-	2,000	-	-	2,000	0%
	2,000	-	2,000	-	-	2,000	0%
<b>Total Fund: 10710</b>	<b>2,000</b>	<b>-</b>	<b>2,000</b>	<b>-</b>	<b>-</b>	<b>2,000</b>	<b>0%</b>
<b>Fund: 10850-CPS-Donations</b>							
<b>46000 Children Protective Services</b>							
Operating Expenditures	14,300	-	14,300	(1,250)	-	13,050	9%
	14,300	-	14,300	(1,250)	-	13,050	9%



# Budget to Actuals for Year 2024

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Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
<b>Total Fund: 10850</b>	<b>14,300</b>	<b>-</b>	<b>14,300</b>	<b>(1,250)</b>	<b>-</b>	<b>13,050</b>	<b>9%</b>
<b>Fund: 20000-Road and Bridge Non-Construct</b>							
<b>22000 Information Systems</b>							
Operating Expenditures	61,500	-	61,500	-	-	61,500	0%
	61,500	-	61,500	-	-	61,500	0%
<b>70000 Road and Bridge</b>							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
<b>71000 RB South Service Center</b>							
Salaries & Benefits	3,594,194	(340,000)	3,254,194	(2,289,938)	(302,239)	662,017	80%
Operating Expenditures	2,160,000	-	2,160,000	(481,848)	(48,566)	1,629,586	25%
Capital	600,000	-	600,000	-	-	600,000	0%
	6,354,194	(340,000)	6,014,194	(2,771,786)	(350,804)	2,891,604	52%
<b>72000 RB Central Service Center</b>							
Salaries & Benefits	3,546,563	(340,000)	3,206,563	(2,247,591)	(272,337)	686,634	79%
Operating Expenditures	2,160,000	-	2,160,000	(373,081)	(74,355)	1,712,564	21%
Capital	600,000	-	600,000	-	-	600,000	0%
	6,306,563	(340,000)	5,966,563	(2,620,672)	(346,693)	2,999,198	50%
<b>73000 RB North Service Center</b>							
Salaries & Benefits	3,409,977	(80,000)	3,329,977	(2,161,097)	(230,356)	938,524	72%
Operating Expenditures	2,178,000	-	2,178,000	(400,296)	(58,719)	1,718,985	21%
Capital	582,000	-	582,000	(561,959)	-	20,041	97%
	6,169,977	(80,000)	6,089,977	(3,123,352)	(289,075)	2,677,550	56%
<b>74000 RB West Service Center</b>							
Salaries & Benefits	3,680,871	(440,000)	3,240,871	(2,357,445)	(257,961)	625,465	81%
Operating Expenditures	2,160,000	(5,370)	2,154,630	(431,218)	(49,397)	1,674,015	22%
Capital	600,000	5,370	605,370	(555,717)	-	49,653	92%
	6,440,871	(440,000)	6,000,871	(3,344,380)	(307,359)	2,349,133	61%
<b>75000 Engineer's Office</b>							
Salaries & Benefits	2,267,503	-	2,267,503	(1,494,253)	(170,220)	603,030	73%
Operating Expenditures	1,158,500	160,161	1,318,661	(43,645)	(19,186)	1,255,830	5%
Capital	-	339,839	339,839	(347,699)	-	(7,860)	102%
Transfers	1,733,100	-	1,733,100	-	-	1,733,100	0%
	5,159,103	500,000	5,659,103	(1,885,597)	(189,406)	3,584,100	37%
<b>Total Fund: 20000</b>	<b>30,492,207</b>	<b>(700,000)</b>	<b>29,792,207</b>	<b>(13,745,787)</b>	<b>(1,483,336)</b>	<b>14,563,085</b>	<b>51%</b>
<b>Fund: 20500-Road and Bridge Construction</b>							
<b>71000 RB South Service Center</b>							
Salaries & Benefits	-	340,000	340,000	-	-	340,000	0%
Operating Expenditures	1,500,000	-	1,500,000	-	-	1,500,000	0%
	1,500,000	340,000	1,840,000	-	-	1,840,000	0%
<b>72000 RB Central Service Center</b>							
Salaries & Benefits	-	340,000	340,000	-	-	340,000	0%
Operating Expenditures	1,500,000	-	1,500,000	-	-	1,500,000	0%
	1,500,000	340,000	1,840,000	-	-	1,840,000	0%
<b>73000 RB North Service Center</b>							
Salaries & Benefits	-	80,000	80,000	-	-	80,000	0%
Operating Expenditures	1,500,000	-	1,500,000	-	-	1,500,000	0%
	1,500,000	80,000	1,580,000	-	-	1,580,000	0%



# Budget to Actuals for Year 2024

10/1/2023 thru 10/31/2023

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
<b>74000 RB West Service Center</b>							
Salaries & Benefits	-	440,000	440,000	-	(53,785)	386,215	12%
Operating Expenditures	1,500,000	-	1,500,000	(420,565)	(169,967)	909,468	39%
	1,500,000	440,000	1,940,000	(420,565)	(223,752)	1,295,683	33%
<b>75000 Engineer's Office</b>							
Operating Expenditures	1,250,000	(515,260)	734,740	-	-	734,740	0%
Capital	7,225,000	15,260	7,240,260	(15,260)	-	7,225,000	0%
	8,475,000	(500,000)	7,975,000	(15,260)	-	7,959,740	0%
<b>Total Fund: 20500</b>	<b>14,475,000</b>	<b>700,000</b>	<b>15,175,000</b>	<b>(435,825)</b>	<b>(223,752)</b>	<b>14,515,423</b>	<b>4%</b>
<b>Fund: 39800-Law Library</b>							
<b>19900 Law Library</b>							
Salaries & Benefits	84,218	-	84,218	(53,418)	(7,482)	23,317	72%
Operating Expenditures	393,800	-	393,800	(216,586)	(15,783)	161,430	59%
Capital	20,000	-	20,000	-	-	20,000	0%
	498,018	-	498,018	(270,005)	(23,266)	204,748	59%
<b>22000 Information Systems</b>							
Operating Expenditures	107,200	-	107,200	(10,940)	-	96,260	10%
	107,200	-	107,200	(10,940)	-	96,260	10%
<b>Total Fund: 39800</b>	<b>605,218</b>	<b>-</b>	<b>605,218</b>	<b>(280,945)</b>	<b>(23,266)</b>	<b>301,007</b>	<b>50%</b>
<b>Fund: 39900-Mosquito Control District</b>							
<b>22000 Information Systems</b>							
Operating Expenditures	17,000	-	17,000	-	-	17,000	0%
	17,000	-	17,000	-	-	17,000	0%
<b>49900 Mosquito Control</b>							
Salaries & Benefits	1,375,031	-	1,375,031	(845,812)	(116,311)	412,908	70%
Operating Expenditures	1,447,200	-	1,447,200	(312,630)	(41,153)	1,093,418	24%
Capital	53,000	-	53,000	-	-	53,000	0%
	2,875,231	-	2,875,231	(1,158,442)	(157,464)	1,559,325	46%
<b>Total Fund: 39900</b>	<b>2,892,231</b>	<b>-</b>	<b>2,892,231</b>	<b>(1,158,442)</b>	<b>(157,464)</b>	<b>1,576,325</b>	<b>45%</b>
<b>Fund: 60500-Airport Operating</b>							
<b>22000 Information Systems</b>							
Operating Expenditures	22,900	-	22,900	-	-	22,900	0%
	22,900	-	22,900	-	-	22,900	0%
<b>90000 Airport</b>							
Salaries & Benefits	1,194,819	-	1,194,819	(757,043)	(106,795)	330,981	72%
Operating Expenditures	2,368,000	-	2,368,000	(287,025)	(86,153)	1,994,823	16%
Capital	1,612,715	-	1,612,715	(28,645)	-	1,584,070	2%
Transfers	278,500	-	278,500	-	-	278,500	0%
	5,454,034	-	5,454,034	(1,072,713)	(192,947)	4,188,374	23%
<b>Total Fund: 60500</b>	<b>5,476,934</b>	<b>-</b>	<b>5,476,934</b>	<b>(1,072,713)</b>	<b>(192,947)</b>	<b>4,211,274</b>	<b>23%</b>
<b>Report Total</b>	<b>223,167,072</b>	<b>-</b>	<b>223,167,072</b>	<b>(97,906,191)</b>	<b>(16,136,362)</b>	<b>109,124,519</b>	<b>51%</b>



# Balance Sheet for Year 2024

as of 10/31/2023

Note: Fund Balance is only adjusted at end of year; fund balance is as of 9/30/2023

Account	Fund Groups				
	General Funds	Road and Bridge	Law Library	Mosquito Control	Airport
<b>Assets</b>					
Cash in Bank	(10,401,723)	(2,012,248)	4,807	(124,613)	58,318
Investments	3,486,418	109,621	565	1,854	
Accounts Receivable	(3,393,137)	(17,529)			66,191
Inventory				(17,039)	
Prepaid	5,756	(7,714)	(5)	(325)	(249)
	(10,302,686)	(1,927,871)	5,368	(140,122)	124,261
<b>Liabilities</b>					
Accounts Payable - Other	1,008,040	640,725	2,628	1,914	91,396
AP-State of Texas Court Costs	338,159				
AP-State of Texas Other Liab	(249)	(1)			-
AP-Governmental Entities	780				
AP-Payroll Liabilities	(1,250,047)	(171,358)	(1,030)	(15,699)	(12,656)
AP Due to Others	(27,778)				
Tax Office Liabilities	(2,707,747)				
Due to Agency Groups	(11,097)				
	(2,649,938)	469,366	1,597	(13,785)	78,740

Note: The total receivable from Brazoria County Toll Road Authority is \$162.05. The current presentation of this report only includes the General Fund and Road & Bridge portions.



# Statement of Changes in Fund Balance

as of 10/31/2023

Fund	Unaudited Fund Balance	Month Ending Oct 31, 2023			10/31/2023
		Receipts	Disbursements	Transfers In/ (Out)	Unaudited Fund Balance
Fund 10000-General Fund	97,884,171	1,089,192	(14,038,052)	-	84,935,311
Fund 10100-General Fund - Construction	210,687	-	-	-	210,687
Fund 10200-Juv Prob Fees	35,582	1,362	-	-	36,944
Fund 10300-Unclaimed Juvenile Restitution	11,561	-	-	-	11,561
Fund 10350-Sheriff Special Response Team	18,330	-	-	-	18,330
Fund 10400-Env Health-Retail Food Permits	(1,789)	11,640	(18,066)	-	(8,215)
Fund 10500-District Clerk Contingency	771,714	1,306	-	-	773,020
Fund 10600-Fire Training Field	13,288	-	-	-	13,288
Fund 10700-Parks Special Events	150,460	-	(53)	-	150,407
Fund 10710-Parks SFA Special Projects	9,521	47	-	-	9,568
Fund 10850-CPS-Donations	26,755	-	-	-	26,755
<b>Total General Fund Group</b>	<b>99,130,281</b>	<b>1,103,547</b>	<b>(14,056,171)</b>	<b>-</b>	<b>86,177,657</b>
Fund 20000-Road and Bridge Non-Construct	35,328,881	251,687	(1,486,261)	-	34,094,307
Fund 20500-Road and Bridge Construction	(16,637,424)	2	(223,933)	-	(16,861,355)
<b>Total Road and Bridge Funds</b>	<b>18,691,457</b>	<b>251,689</b>	<b>(1,710,194)</b>	<b>-</b>	<b>17,232,953</b>
Fund 39800-Law Library	177,373	20,916	(13,951)	-	184,338
Fund 39900-Mosquito Control District	1,662,081	3,721	(157,628)	-	1,508,174
<b>Total Special Revenue Funds</b>	<b>1,839,454</b>	<b>24,637</b>	<b>(171,579)</b>	<b>-</b>	<b>1,692,512</b>
Fund 41000-2016 Limited Tax Rfd (2006 CO)	1,116,817	3,353	-	-	1,120,170
Fund 42000-2021 Gen Oblig Rfd (2012 CO)	48,757	1,923	-	-	50,679
Fund 42100-2018 Cert of Oblig-I,S	429,227	778	-	-	430,005
Fund 42200-2021 CO-Courthouse Campus I,S	3,005,409	2,109	-	-	3,007,518
Fund 44000-Toll Road-SH288-I&S	(92,680,857)	312	-	231,000	(92,449,545)
Fund 45000-Road Bonds-Mobility-I,S	3,170,057	7,364	-	-	3,177,421
<b>Total Debt Service Funds</b>	<b>(84,910,590)</b>	<b>15,838</b>	<b>-</b>	<b>231,000</b>	<b>(84,663,752)</b>
Fund 60500-Airport Operating	11,018,181	396,108	(193,107)	-	11,221,182
<b>Total Enterprise Funds</b>	<b>11,018,181</b>	<b>396,108</b>	<b>(193,107)</b>	<b>-</b>	<b>11,221,182</b>
<b>Report Total</b>	<b>45,768,783</b>	<b>1,791,819</b>	<b>(16,131,050)</b>	<b>231,000</b>	<b>31,660,552</b>

Fund balances presented herein are representative of only a month's snapshot of activity and may be skewed based on timing of revenues and expenditures. The most recent audited fund balance is as of 09/30/2022 and may be found on the balance sheet report contained in this reporting package.



# Debt Service Payment Schedules

Fiscal Year 2024

## Limited Tax Refunding Bonds, Series 2016

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

True Interest Cost: 2.207 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2024	66,850.00	980,000.00	47,250.00	1,094,100.00
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
<b>Total</b>	<b>140,850.00</b>	<b>3,075,000.00</b>	<b>74,000.00</b>	<b>3,289,850.00</b>

## Unlimited Tax Refunding Bonds, Series 2016

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

True Interest Cost: 2.376 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2024	90,325.00	935,000.00	71,625.00	1,096,950.00
2025	71,625.00	975,000.00	52,125.00	1,098,750.00
2026	52,125.00	1,015,000.00	26,750.00	1,093,875.00
2027	26,750.00	1,070,000.00		1,096,750.00
<b>Total</b>	<b>240,825.00</b>	<b>3,995,000.00</b>	<b>150,500.00</b>	<b>4,386,325.00</b>





# Debt Service Payment Schedules

Fiscal Year 2024

## Certificates of Obligation, Series 2018

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

True Interest Cost: 3.496 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2024	162,700.00	335,000.00	154,325.00	652,025.00
2025	154,325.00	355,000.00	145,450.00	654,775.00
2026	145,450.00	370,000.00	136,200.00	651,650.00
2027	136,200.00	390,000.00	126,450.00	652,650.00
2028	126,450.00	410,000.00	116,200.00	652,650.00
2029	116,200.00	430,000.00	105,450.00	651,650.00
2030	105,450.00	455,000.00	94,075.00	654,525.00
2031	94,075.00	475,000.00	82,200.00	651,275.00
2032	82,200.00	500,000.00	69,700.00	651,900.00
2033	69,700.00	525,000.00	59,200.00	653,900.00
2034	59,200.00	545,000.00	48,300.00	652,500.00
2035	48,300.00	570,000.00	36,900.00	655,200.00
2036	36,900.00	590,000.00	25,100.00	652,000.00
2037	25,100.00	615,000.00	12,800.00	652,900.00
2038	12,800.00	640,000.00		652,800.00
<b>Total</b>	<b>1,375,050.00</b>	<b>7,205,000.00</b>	<b>1,212,350.00</b>	<b>9,792,400.00</b>

## Unlimited Tax Refunding Bonds, Series 2018

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

True Interest Cost: 2.648 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2024	62,125.00	445,000.00	51,000.00	558,125.00
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
<b>Total</b>	<b>192,750.00</b>	<b>2,485,000.00</b>	<b>130,625.00</b>	<b>2,808,375.00</b>



# Debt Service Payment Schedules

Fiscal Year 2024

## Unlimited Tax Road Refunding Bonds, Series 2020

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

True Interest Cost: 1.721 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2024	184,250.00	910,000.00	161,500.00	1,255,750.00
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
<b>Total</b>	<b>772,375.00</b>	<b>7,370,000.00</b>	<b>588,125.00</b>	<b>8,730,500.00</b>



# Debt Service Payment Schedules

Fiscal Year 2024

## Certificates of Obligation, Series 2021

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

True Interest Cost: 2.577 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2024	1,688,825.00	360,000.00	1,679,825.00	3,728,650.00
2025	1,679,825.00	915,000.00	1,656,950.00	4,251,775.00
2026	1,656,950.00	2,010,000.00	1,606,700.00	5,273,650.00
2027	1,606,700.00	2,740,000.00	1,538,200.00	5,884,900.00
2028	1,538,200.00	2,880,000.00	1,466,200.00	5,884,400.00
2029	1,466,200.00	3,025,000.00	1,390,575.00	5,881,775.00
2030	1,390,575.00	3,180,000.00	1,311,075.00	5,881,650.00
2031	1,311,075.00	3,325,000.00	1,244,575.00	5,880,650.00
2032	1,244,575.00	3,465,000.00	1,175,275.00	5,884,850.00
2033	1,175,275.00	3,605,000.00	1,103,175.00	5,883,450.00
2034	1,103,175.00	3,750,000.00	1,028,175.00	5,881,350.00
2035	1,028,175.00	3,905,000.00	950,075.00	5,883,250.00
2036	950,075.00	4,065,000.00	868,775.00	5,883,850.00
2037	868,775.00	4,210,000.00	805,625.00	5,884,400.00
2038	805,625.00	4,335,000.00	740,600.00	5,881,225.00
2039	740,600.00	4,470,000.00	673,550.00	5,884,150.00
2040	673,550.00	4,605,000.00	604,475.00	5,883,025.00
2041	604,475.00	4,745,000.00	533,300.00	5,882,775.00
2042	533,300.00	4,915,000.00	435,000.00	5,883,300.00
2043	435,000.00	5,115,000.00	332,700.00	5,882,700.00
2044	332,700.00	5,325,000.00	226,200.00	5,883,900.00
2045	226,200.00	5,540,000.00	115,400.00	5,881,600.00
2046	115,400.00	5,770,000.00		5,885,400.00
<b>Total</b>	<b>23,175,250.00</b>	<b>86,255,000.00</b>	<b>21,486,425.00</b>	<b>130,916,675.00</b>



# Debt Service Payment Schedules

Fiscal Year 2024

## Limited Tax Refunding Bonds, Series 2021

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

True Interest Cost: 1.360 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2024	354,350.00	1,315,000.00	321,475.00	1,990,825.00
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
<b>Total</b>	<b>1,853,150.00</b>	<b>14,565,000.00</b>	<b>1,498,800.00</b>	<b>17,916,950.00</b>

## Unlimited Tax Refunding Bonds, Series 2021

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

True Interest Cost: 1.340 %

Fiscal Year	Interest Due 3/1	Principal Due 3/1	Interest Due 9/1	Total
2024	83,500.00	390,000.00	75,700.00	549,200.00
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
<b>Total</b>	<b>439,900.00</b>	<b>4,175,000.00</b>	<b>356,400.00</b>	<b>4,971,300.00</b>



**COMMISSIONERS COURT OF BRAZORIA  
COUNTY**

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**ORDER NO. H.17.**

**11/28/2023**

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Interlocal Agreement with Brazosport Independent School District No. IS24-0004

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Interlocal Agreement with Brazosport Independent School District to resurface a walking track at Grady Rasco Middle School as listed on Exhibit "B", the Interlocal Cooperation Act, Texas Government Code Sec. 791.001 et. seq.

Further, that under the terms of the Agreement, attached as Exhibit "A", the County agrees to provide all materials and labor attached as Exhibit "B".

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

A certified copy of this order shall be forwarded to the County Engineer.

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZORIA   §

**INTERLOCAL AGREEMENT**  
**BETWEEN BRAZORIA COUNTY AND BRAZOSPORT INDEPENDENT SCHOOL**  
**DISTRICT IS24-0004**

This Agreement is made between BRAZORIA COUNTY and BRAZOSPORT INDEPENDENT SCHOOL DISTRICT hereinafter referred to as the COUNTY and ISD respectively.

**RECITALS**

WHEREAS, the CITY wishes to resurface a walking track at Grady Rasco Middle School as listed on Exhibit "B"; and

WHEREAS, the ISD has requested the COUNTY'S assistance to providing labor and equipment to repair all roads as listed on Exhibit "B"; and

WHEREAS, the COUNTY has agreed to utilize Brazoria County Road & Bridge equipment and employees to perform this work pursuant to the authority of Tex. Transp. Code §251.012, and the Interlocal Cooperation Act, Tex. Gov. Code Sec. 791.001 et. Seq., subject to the conditions and limitations of this Agreement;

NOW THEREFORE, the ISD and COUNTY agree as follows:

- 1.01 COUNTY agrees to supply such equipment as may be necessary together with operators to repair all roads listed on Exhibit "B".
- 1.02 The ISD agrees to pay for material needed in the project directly to supplier, and in the event COUNTY costs in performing above-described work exceed \$10,000.00, the ISD shall pay, from the point in time that COUNTY'S costs equal the sum \$10,000.00, the labor costs and the hourly value of equipment used, plus any other costs associated with the use of the equipment. Though it is contemplated by this agreement that ISD will obtained the necessary design and engineering studies required by the project prior to the commencement of the work, ISD agrees to pay the reasonable cost of any design or engineering work obtained by COUNTY if it exceeds the sum of \$10,000.00. The value of equipment shall be those hourly rates which have been previously established by the COUNTY for each item of its equipment, multiplying the same by the number of hours, such equipment has been utilized in excess of the point in time when COUNTY's costs equaled the sum of \$10,000.00. COUNTY equipment utilized on site for the project shall be charged to ISD on a daily rate for each day it is on-site.
- 1.03 The parties intend that COUNTY, in performing such services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. COUNTY is not considered an agent or employee of ISD.

- 1.04 Each party agrees that payments for the performance of governmental functions or services shall be from current revenues available to the paying party and further that such payments shall fairly compensate the performing party for the service it supplies provides for the other party's benefit.
- 1.05 COUNTY does not warrant the suitability for this project of any material purchased by ISD from a third party which maintains a continuing contract with COUNTY. Any cost estimate made connection with this project is only an estimate and is not warranty of the final cost of the project.
- 1.06 To the extent permitted by law, ISD agrees to assume the risk of, fully indemnify, hold harmless and defend COUNTY, its agent, officers and employees from any and all loss, damage, cost demands and causes of action of any manner from the performance of the above referenced work.
- 1.07 COUNTY executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court so authorizing, and the ISD executes this Agreement by and through the President acting pursuant to authorizations of its Board of Trustees.
- 1.08 Nothing herein shall be constructed to make either party purchaser or consumer of goods or services from the other.
- 1.09 Nothing herein shall be constructed to create any rights in third parties.
- 1.10 Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

IN TESTIMONY OF WHICH, witness our signatures on the execution dates herein below.

By: Mason P. Howard

BRAZOSPORT ISD  
 AUTHORIZED REPRESENTATIVE

Printed Name: MASON P. HOWARD

Date signed: 11-13-2023

By: \_\_\_\_\_

BRAZORIA COUNTY  
 COUNTY JUDGE

Date signed: \_\_\_\_\_

**Brazosport Independent School District**  
Maintenance & Operations □ Empowering Our Future

---



October 17, 2023

Brazoria County Engineering  
1111 E. Locust, Bldg A-29, Suite 230  
Angleton, TX 77515

Ref: Interlocal Request

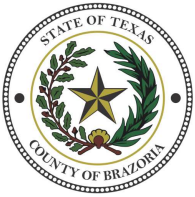
Brazosport Independent School District is interested in entering an interlocal agreement with Brazoria County to resurface a walking track at Grady Rasco Middle School on property owned by the district in Lake Jackson, Texas. Please submit our request at the upcoming Commissioner Court Meeting scheduled for October 24, 2023.

If you require additional information about the project, please feel free to contact me at [kenneth.schulte@brazosportisd.net](mailto:kenneth.schulte@brazosportisd.net) or 979-730-7120.

Thank you,

Ken Schulte  
Director of Maintenance  
Brazosport ISD





## COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. H.18.**

**11/28/2023**

---

Interlocal Agreement with the City of Iowa Colony No. IS24-0009

---

Interlocal Agreement with the City of Iowa Colony to repair all roads as listed on Exhibit "A", pursuant to Texas Transportation Code Sec. 251.012, and the Interlocal Cooperation Act, Tex. Gov. Code Sec. 791.001 et. Seq.

Further, that under the terms of the Agreement, attached as Exhibit "A", the city agrees to pay all material cost for requested roads.

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

A certified copy of this order shall be forwarded to the County Engineer.

STATE OF TEXAS           §  
   §  
 COUNTY OF BRAZORIA   §

**INTERLOCAL AGREEMENT**  
**BETWEEN BRAZORIA COUNTY AND THE CITY OF IOWA COLONY**  
**IS24-0009**

This Agreement is made between BRAZORIA COUNTY and the CITY OF IOWA COLONY hereinafter referred to as the COUNTY and CITY respectively.

**RECITALS**

WHEREAS, the CITY wishes to repair all roads as listed on Exhibit "A"; and

WHEREAS, the CITY has requested the COUNTY'S assistance to providing labor and equipment to repair all roads as listed on Exhibit "A"; and

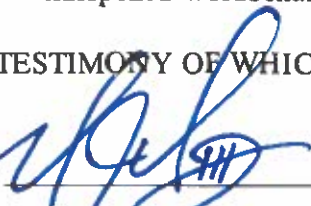
WHEREAS, the COUNTY has agreed to utilize Brazoria County Road & Bridge equipment and employees to perform this work pursuant to the authority of Tex. Transp. Code §251.012, and the Interlocal Cooperation Act, Tex. Gov. Code Sec. 791.001 et. Seq., subject to the conditions and limitations of this Agreement;

NOW THEREFORE, the CITY and COUNTY agree as follows:

- 1.01 COUNTY agrees to supply such equipment as may be necessary together with operators to repair all roads listed on Exhibit "A".
- 1.02 The CITY agrees to pay for material needed in the project directly to supplier, and in the event COUNTY costs in performing above-described work exceed \$10,000.00, the CITY shall pay, from the point in time that COUNTY'S costs equal the sum \$10,000.00, the labor costs and the hourly value of equipment used, plus any other costs associated with the use of the equipment. Though it is contemplated by this agreement that CITY will obtained the necessary design and engineering studies required by the project prior to the commencement of the work, CITY agrees to pay the reasonable cost of any design or engineering work obtained by COUNTY if it exceeds the sum of \$10,000.00. The value of equipment shall be those hourly rates which have been previously established by the COUNTY for each item of its equipment, multiplying the same by the number of hours, such equipment has been utilized in excess of the point in time when COUNTY's costs equaled the sum of \$10,000.00. COUNTY equipment utilized on site for the project shall be charged to CITY on a daily rate for each day it is on-site.

- 1.03 The parties intend that COUNTY, in performing such services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. COUNTY is not considered an agent or employee of CITY.
- 1.04 Each party agrees that payments for the performance of governmental functions or services shall be from current revenues available to the paying party and further that such payments shall fairly compensate the performing party for the service it supplies provides for the other party's benefit.
- 1.05 COUNTY does not warrant the suitability for this project of any material purchased by CITY from a third party which maintains a continuing contract with COUNTY. Any cost estimate made connection with this project is only an estimate and is not warranty of the final cost of the project.
- 1.06 To the extent permitted by law, CITY agrees to assume the risk of, fully indemnify, hold harmless and defend COUNTY, its agent, officers and employees from any and all loss, damage, cost demands and causes of action of any manner from the performance of the above referenced work.
- 1.07 COUNTY executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court so authorizing, and the CITY executes this Agreement by and through the President acting pursuant to authorizations of its Board of Trustees.
- 1.08 Nothing herein shall be constructed to make either party purchaser or consumer of goods or services from the other.
- 1.09 Nothing herein shall be constructed to create any rights in third parties.
- 1.10 Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

IN TESTIMONY OF WHICH, witness our signatures on the execution dates herein below.

By:   
 CITY OF IOWA COLONY  
 MAYOR

By: \_\_\_\_\_  
 BRAZORIA COUNTY  
 COUNTY JUDGE

Date signed: 11/14/2023


Date signed: \_\_\_\_\_

**City of Iowa Colony  
Interlocal Agreement Project Request Summary FY-24**

STREET/LOCATION	LIMITS (TO -- FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects and/or Ditch Digging ONLY)	FOR OFFICE USE ONLY
County Road 62	Ames Blvd. (FCR 48) west to City limit line	4250'	20'	Mill & Overlay with 2" HMAC (Include Road Striping)	86,329.00
Pursley Blvd. (FCR 67)	Dubuque (FCR 63) to CR 121	5280'	20'	Mill & Overlay with 2" HMAC (Include Road Striping)	105,634.00
Iowa Colony Blvd. (FCR 63)	Dubuque (FCR 63) north to 3000'	3000'	20'	Mill & Overlay with 2" HMAC (Include Road Striping)	62,946.00

Note: Must have Mayoral approval

Return to: County Engineer's Office  
[Engineer-Interlocals@iowacolony.com](mailto:Engineer-Interlocals@iowacolony.com)

  
 Approved By: Mayor  
 10/14/2023  
 Date

Materials Cost Estimate for Project: IC24-FCR 62

Limits	Len	Pct	Ctr	Area	Priority	Type	FY
FCR 48 west to city limits ends	0.80	2	Ang	Cen	3	IS	2024

Item Description	Len_Mi	Wid_Ft	Thk_In	Rate	Rate Unit	Qty	Unit	Price	ItemCost
CSS1 for prime	0.80	22		0.1	Gal/SqYd	1,039	Gal	1.50	1,558
Asphalt - HMAC Type D	0.80	20	2			1,034	Ton	68.16	70,489
Contractor work	0.80				\$	0	Job	1.05	0

Project Cost: 72,047

CSS-1      1039 GAL x 2.90/GAL = 3,013 -

H/MIX      1034 TONS x 74.00/TN = 76,516 -

MILLING    \$6800.00/DAY = 6,800 -

\$ 86,329 -

Materials Cost Estimate for Project: IC24-FCR 67

Limits	Len	Pct	Ctr	Area	Priority	Type	FY
FCR 63 to FCR 121	1.00	2	Ang	Cen	3	IS	2024

Item Description	Len_Mi	Wid_Ft	Thk_In	Rate	Rate Unit	Qty	Unit	Price	ItemCost
CSS1 for prime	1.00	22		0.1	Gal/SqYd	1,291	Gal	1.50	1,936
Asphalt - HMAC Type D	1.00	20	2			1,285	Ton	68.16	87,572
Contractor work	1.00				\$	0	Job	1.05	0

Project Cost: 89,508

CSS-1      1291 GAL x 2.90%<sub>GAL</sub> = 3,744 -

H/MIX      1285 TONS x 74.00/TW = 95,090 -

MILLING    \$ 6800.00/DAY = 6,800 -

\$ 105,634

Materials Cost Estimate for Project: IC24-FCR 65

Limits	Len	Pct	Ctr	Area	Priority	Type	FY
FCR 63 north 3000 ft	0.57	2	Ang	Cen	3	IS	2024

Item Description	Len_Mi	Wid_Ft	Thk_In	Rate	Rate Unit	Qty	Unit	Price	ItemCost
CSS1 for prime	0.57	22		0.1	Gal/SqYd	733	Gal	1.50	1,100
Asphalt - HMAC Type D	0.57	20	2			730	Ton	68.16	49,757
Contractor work	0.57				\$	0	Job	1.05	0

Project Cost: 50,857

CSS-1      733 GAL x 2.90/GAL = 2,126-

H/MIX      730 TONS x 74.00/TN = 54,020-

MILLING      \$6800/DAY = 6,800-

\$ 62,946-



# COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. H.19.**

**11/28/2023**

---

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

---

Pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Transportation Code, Section 251.012, the County agrees to provide personnel and equipment at its own expense to assist the following cities / towns subject to the approval of the County Engineer as set forth in Section 1.3.

CITY OF DANBURY

Road Repair - 8<sup>th</sup> Street and Avenue E

CITY OF IOWA COLONY

Culvert Reset - 12706 CR 48

Patch Potholes - Pursley Boulevard between Dubuque and Brister

Patch Potholes - Pursley Boulevard between CR 81 and Cedar Rapids

CITY OF LIVERPOOL

Patch Potholes - Calhoun Street

Level Field - 8901 Calhoun Across from City Hall

Culvert Reset - 1330 CR 192

VILLAGE OF BAILEY'S PRAIRIE

Culvert Set - 210 Black Oak (Driveway 1)

Culvert Set - 210 Black Oak (Driveway 2)



**Tricia Simmons**

**From:** Suzanne Powell <mayor@danburytx.gov>  
**Sent:** Friday, November 17, 2023 9:40 AM  
**To:** Travis Knighton; Tricia Simmons  
**Cc:** Erin Nolan; Jason Filipp  
**Subject:** Fw: [EXTERNAL] Re: Street Repair

good morning everyone, I would like to request a emergency road repair for the location of 8<sup>th</sup> street and AVE E in Danbury.

The county replaced the culvert at this location, but we never were able to asphalt over the repair. The city has attempted many times to fill in the spots, we have used cold patch, gravel mix, and have been unable to repair this location. Please accept this email as a interlocal agreement request for road repair. Let me know if you need anything else from me. thank you and have a Happy Thanksgiving. Sue Powell Mayor City of Danbury TX

---

**From:** Travis Knighton <TravisK@brazoriacountytx.gov>  
**Sent:** Tuesday, November 14, 2023 2:59 PM  
**To:** Suzanne Powell <mayor@danburytx.gov>  
**Cc:** Erin Nolan <CitySecretary@danburytx.gov>; Jason Filipp <jasonf@brazoriacountytx.gov>  
**Subject:** RE: [EXTERNAL] Re: Street Repair

Good afternoon Mayor,  
Looks like the pipe crossing under 8<sup>th</sup> street at Ave E will take 10 tons of Asphalt to patch. \$74 per ton would be a \$740 repair.

---

**From:** Suzanne Powell <mayor@danburytx.gov>  
**Sent:** Monday, November 13, 2023 4:08 PM  
**To:** Travis Knighton <TravisK@brazoriacountytx.gov>  
**Cc:** Erin Nolan <CitySecretary@danburytx.gov>; Jason Filipp <jasonf@brazoriacountytx.gov>  
**Subject:** [EXTERNAL] Re: Street Repair

Hello Travis, just checking in, I left you a voicemail about this today. We have a council meeting on Thursday, and I was wondering if we could have a quote for that meeting. If you have any questions, please let me know. thank you for your help Sue Powell

---

**From:** Suzanne Powell <mayor@danburytx.gov>  
**Sent:** Wednesday, November 8, 2023 3:28 PM  
**To:** Travis Knighton <TravisK@brazoriacountytx.gov>  
**Cc:** Erin Nolan <CitySecretary@danburytx.gov>; Jason Filipp <ja  
**Subject:** Re: Street Repair

AGREED \_\_\_\_\_  
Brazoria County Engineer  
Date Approved 11-28-23 Date Completed \_\_\_\_\_  
WO# \_\_\_\_\_  
COMMENTS  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Tricia Simmons**

**From:** Matt Hanks  
**Sent:** Wednesday, November 8, 2023 9:35 AM  
**To:** Tricia Simmons; Donald Gray  
**Subject:** FW: [EXTERNAL] RE: Driveway

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Tricia: We need to get this done under a blanket interlocal.

Donald: Do you know how to contact Jeremy with Iowa Colony to explain where this collapsed culvert is at?

Thanks,  
Matt

---

**From:** Matt Hanks <matth@brazoriacountytx.gov>  
**Sent:** Monday, November 6, 2023 11:30 AM  
**To:** Robert Hemminger <rhemminger@iowacolonytx.gov>  
**Cc:** Tricia Simmons <TriciaS@brazoriacountytx.gov>  
**Subject:** Driveway

Robert,

We got a report about a driveway culvert that collapsed at 12706 CR 48 which is within the City Limits of Iowa Colony. Would you like us to repair this driveway under the blanket interlocal we have with the City?

Matt

**Matt Hanks, P.E.**  
County Engineer



**Brazoria County Engineering**  
451 N. Velasco, Suite 230, Angleton, TX 77515  
O (979) 864-1265  
E [MattH@brazoriacountytx.gov](mailto:MattH@brazoriacountytx.gov)  
[www.brazoriacountytx.gov](http://www.brazoriacountytx.gov)

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AGREED \_\_\_\_\_  
Brazoria County Engineer  
Date Approved 11-28-23 Date Completed \_\_\_\_\_  
WO# \_\_\_\_\_  
COMMENTS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*c/4*





# CITY OF IOWA COLONY

IB24-IC  
(IOWA COLONY)  
City ID Code 275

135

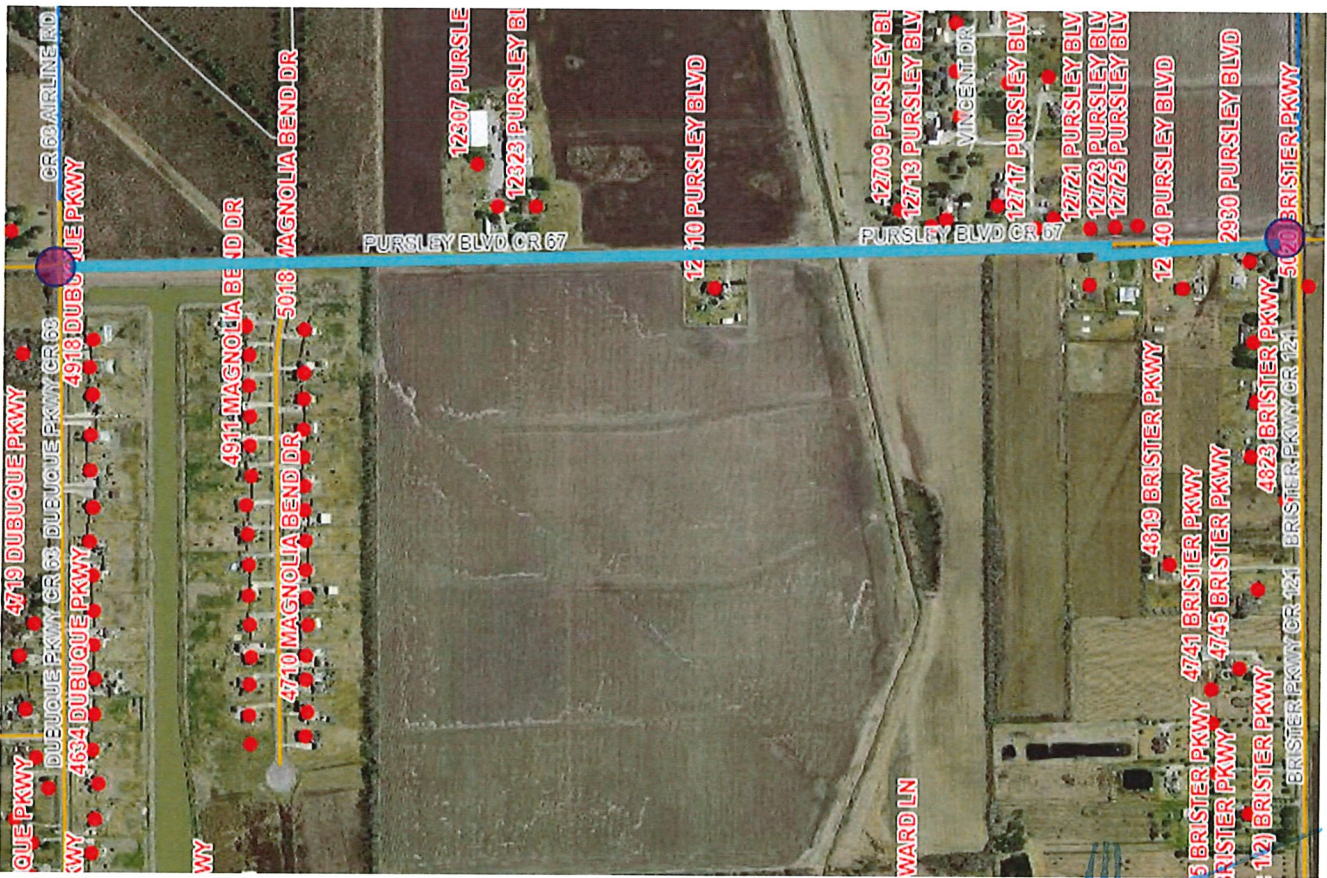
12003 Iowa Colony  
Iowa Colony Tx. 77583  
Phone: 281-369-2471  
Fax: 281-369-0005  
www.cityofiowacolony.com

November 8, 2023

Mr. Matt Hanks, P.E.  
County Engineer  
200 East Locust, Room 10  
Angleton, Texas 77515

Dear Mr. Hanks,

The City of Iowa Colony requested Brazoria County to patch all potholes on Pursley Blvd. between Dubuque Pkwy and Brister Rd.



For further information, you may contact Public Works at

Sincerely,

Jeremy Franks, Public Works

AGREED \_\_\_\_\_  
 \_\_\_\_\_ Brazoria County Engineer  
 Date Approved 11-28-23 Date Completed \_\_\_\_\_  
 WO# \_\_\_\_\_  
 COMMENTS \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_





# CITY OF IOWA COLONY

12003 Iowa  
Iowa Colony Tx. 77565  
Phone: 281-369-2471  
Fax: 281-369-0005  
www.cityofiowacolony.com

IB24-IC  
(IOWA COLONY)  
City ID Code 275

136

November 8, 2023

Mr. Matt Hanks, P.E.  
County Engineer  
200 East Locust, Room 10  
Angleton, Texas 77515

Dear Mr. Hanks,

The City of Iowa Colony requested Brazoria County to patch all potholes on Pursley Blvd. between CR 81 and Cedar Rapids Pkwy.



For further information, you may contact Public Works at (346) 278-4508.

Sincerely,

Jeremy Franks, Public Works

c/2

AGREED \_\_\_\_\_  
Brazoria County Engineer

Date Approved 11-28-23 Date Completed \_\_\_\_\_  
WO# \_\_\_\_\_  
COMMENTS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Tricia Simmons**

**From:** clong@cityofliverpooltexas.com  
**Sent:** Tuesday, November 14, 2023 1:18 PM  
**To:** Engineer-Interlocals  
**Cc:** 'Ric Bogue'  
**Subject:** [EXTERNAL] Work order for Calhoun Street - patch the pot holes

Good afternoon,

Mayor Bogue would like to turn in the following work order.

Fill in all the pot holes on Calhoun Street (CR 171) from Chocolate Bayou <sup>Bridge</sup> to Main Street.

\*\*We do plan on turning a work order at a later date to redo the whole road, however, we are waiting for approval from City Council on the quoted price, so in the meantime, we need the pot holes filled, they are causing damage to vehicles..

If you need any other information, please feel free to contact me. Thank you.

Catherine Long, CCCII  
Certified Court Clerk, Level II  
City Secretary  
City of Liverpool  
Municipal Court  
Phone: 281-581-2342  
Fax: 281-581-2071  
www.cityofliverpooltexas.com

**ATTENTION PUBLIC OFFICIALS!**

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AGREED \_\_\_\_\_

Brazoria County Engineer

Date Approved 11-28-23 Date Completed \_\_\_\_\_

WO# \_\_\_\_\_

COMMENTS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Tricia Simmons**

**From:** clong@cityofliverpooltexas.com  
**Sent:** Friday, November 17, 2023 9:15 AM  
**To:** Tricia Simmons  
**Subject:** RE: [EXTERNAL] work order to level field

Good morning,

I'm not sure that if it has an address, I will check on that. I can give the location in the meantime. It is across the street from City Hall, which is 8901 Calhoun Street, and right beside the water tower.

Catherine Long, CCCII  
Certified Court Clerk, Level II  
City Secretary  
City of Liverpool  
Municipal Court  
Phone: 281-581-2342  
Fax: 281-581-2071  
www.cityofliverpooltexas.com

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---

**From:** [clong@cityofliverpooltexas.com](mailto:clong@cityofliverpooltexas.com) <[clong@cityofliverpooltexas.com](mailto:clong@cityofliverpooltexas.com)>  
**Sent:** Tuesday, October 24, 2023 9:31 AM  
**To:** Engineer-Interlocals <[Engineer-Interlocals@brazoriacountytx.gov](mailto:Engineer-Interlocals@brazoriacountytx.gov)>  
**Cc:** Tricia Simmons <[TriciaS@brazoriacountytx.gov](mailto:TriciaS@brazoriacountytx.gov)>; 'Ric Bogue' <[rbogue@cityofliverpooltexas.com](mailto:rbogue@cityofliverpooltexas.com)>  
**Subject:** [EXTERNAL] work order to level field

Good morning,

A few months ago, Mayor Bogue asked me to speak with Jason about leveling out the field across from city hall. Jason said that he thought they could do it, but I have not heard anything else. So Mayor Bogue asked me to reach out and put in a work order if needed, to have it done.

We are putting in a soccer field, and just need to have the ground leveled out, as it currently is unlevel and has ruts.

AGREED \_\_\_\_\_  
Brazoria County Engineer  
Date Approved 11-28-23 Date Completed 11-23  
WO# \_\_\_\_\_  
COMMENTS  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Tricia Simmons**

**From:** clong@cityofliverpooltexas.com  
**Sent:** Friday, November 17, 2023 9:20 AM  
**To:** Engineer-Interlocals  
**Cc:** 'Ric Bogue'  
**Subject:** [EXTERNAL] Culvert - 1330 CR 192

Good morning,

We have a resident located at 1330 CR 192 that needs to either have the culverts removed and then replaced or have the culverts pushed back together. Also the ditch needs to be cleaned out where the culverts are. They have culverts onsite if they need to be replaced.

The Address is 1330 CR 192

Resident information

Rosebel Garza  
Phone number: 281-787-8590

Thank you

Catherine Long, CCCII  
Certified Court Clerk, Level II  
City Secretary  
City of Liverpool  
Municipal Court  
Phone: 281-581-2342  
Fax: 281-581-2071  
www.cityofliverpooltexas.com

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AGREED \_\_\_\_\_  
 \_\_\_\_\_  
 Brazoria County Engineer  
 Date Approved 11-28-23 Date Completed 11-28-23  
 WO# \_\_\_\_\_  
 COMMENTS \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

PERMIT #

2023-10-02

VILLAGE OF BAILEY'S PRAIRIE  
CULVERT PERMIT

IB24-BP  
(BAILEY'S PRAIRIE)  
City ID Code 465

NAME: TRAVIS & STEPHANIE HAWK

PROPERTY ADDRESS: 210 BLACK OAK

BAILEY'S PRAIRIE, TX 77515

LEGAL DESCRIPTION: 3.16 ACRES LOTS 28-28A OAKWOOD

CREEK ESTATES, SECTION 2

CULVERT SPECIFICATIONS: REMOVE EXISTING 18" RCPs

(Attach sketch)

16' LONG AND REPLACE WITH 30' LONG,

18" HDPE CENTERED ON DRIVE

Randy L. Stroud 10-12-2023

Randy L. Stroud, P. E.  
Building Permit Official  
Village of Bailey's Prairie

REQUEST FOR INTER-LOCAL ASSISTANCE:

I, Tammy Mutina, Mayor of Bailey's Prairie, do hereby request that Brazoria County Road and Bridge assist the above named landowner with the installation of culverts permitted herein for 210 Black Oak (address). The landowner will provide the culverts on site. Bailey's Prairie requests that Brazoria County install the culverts and place fill material over them with material provided by Brazoria County.

Tammy Mutina

Tammy Mutina  
Mayor- Village of Bailey's Prairie

Date: 10-16-23

AGREED \_\_\_\_\_  
Brazoria County Engineer  
Date Approved 11-28-23 Date Completed \_\_\_\_\_  
WO# \_\_\_\_\_  
COMMENTS  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



PERMIT 2023-10-03

VILLAGE OF BAILEY'S PRAIRIE  
CULVERT PERMIT

IB24-BP  
(BAILEY'S PRAIRIE)  
City ID Code 465

NAME: TRAVIS & STEPHANIE HAWK

PROPERTY ADDRESS: @ 210 BLACK OAK

BAILEY'S PRAIRIE, TX 77515

LEGAL DESCRIPTION: 3.16 ACRES LOTS 28-28A, OAKWOOD

CREEK ESTATES, SECTION 2

UNDER FULBRIGHT LANE

CULVERT SPECIFICATIONS: AT FULBRIGHT LANE, EXISTING  
(Attach sketch)

2 ROWS 18" RCP, ADD MAXIMUM OF

6' TO EACH END USING 18" RCP

(DO NOT DISTURB PAVEMENT)

Randy L. Stroud 10-12-23

Randy L. Stroud, P. E.  
Building Permit Official  
Village of Bailey's Prairie

REQUEST FOR INTER-LOCAL ASSISTANCE:

I, Tammy Mutina, Mayor of Bailey's Prairie, do hereby request that Brazoria County Road and Bridge assist the above named landowner with the installation of culverts permitted herein for 210 Black Oak (address). The landowner will provide the culverts on site. Bailey's Prairie requests that Brazoria County install the culverts and place fill material over them with material provided by Brazoria County.

Tammy Mutina

Tammy Mutina  
Mayor- Village of Bailey's Prairie  
Date: 10-16-23

AGREED \_\_\_\_\_  
Brazoria County Engineer  
Date Approved 11-28-23 Date Completed \_\_\_\_\_  
WO# \_\_\_\_\_  
COMMENTS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. H.20.**

**11/28/2023**

---

Close, Vacate, and Abandon Part of a Public Road and Its Rights-of-Way of Record in Abstract 10 (Precinct 1)

---

Whereas, the Court finds that the requisites of Texas Transportation Code 251.051 - Closing, Vacating and Abandoning Public Road - have been met in regards to a Public Road and its right-of-way accepted as County Road 599 by Commissioners' Court Order #12, June 26, 1967, within the Henry Austin 13 Labor Grant Survey No. 1, Abstract 10; and

Whereas, a 1004-acre-parcel out of the Henry Austin 13 Labor Grant Survey No. 1, Abstract 10, in Brazoria County, Texas, County Clerk's Document No. 2021-073027 of the Brazoria County Clerk's Records, as are currently divided by certain public rights-of-way; and

Whereas, Bailey and Bailey Farms, the current owner of the tracts of land that abut said public rights-of-way, in the Henry Austin 13 Labor Grant Survey No. 1, Abstract 10, Brazoria County, Texas being that certain 1004-acre-parcel out of the Henry Austin 13 Labor Grant Survey No. 1, Abstract 10, in Brazoria County, Texas, as recorded in County Clerk's Document No. 2021-073027; and

Whereas, County Road 599 has been gated for more than 20 years; and

Whereas, County Road 599 is not being used for access to any adjoining properties; and

Whereas, the Court finds that no apparent public interest would be served by retaining the portion of the public road and its right-of-way; and

Whereas, the Court finds that this conveyance is subject to the continued use by any public utility or common carrier of utility infrastructure as set forth in Texas Transportation Code Section 251.058(f) located in the road rights-of-way and in existence prior to the date this Order is approved; and

Pursuant to Texas Transportation Code, Section 251.058 - Closing, Abandoning, and Vacating Public Road - title to part of a Public road and its rights-of-way, shall vest on this date to the owners of the following property that abuts the portion public rights-of-way being closed, abandoned, and vacated:

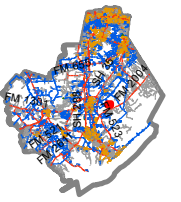
<b>Property Owner</b>	<b>Recorded Deed</b>
Bailey and Bailey Farms	2021-073027

The Section and or Dimensions being granted and conveyed to each property owner shall be the portion of the public rights-of-way that abuts the respective property owner's property to the center of the road. *See Exhibit "A"*.

The County, as Grantor, hereby grants and conveys unto the respective property owner(s) as Grantee(s), the(their) respective section that abuts the current part of a public rights-of-way as set forth on the attached Exhibit "A".

Pursuant to Texas Transportation Code, Section 251.058(b), the County Clerk is hereby ordered to file a copy of this Order in the Official Records of Brazoria County along with Exhibit "A". This document shall serve as the official instrument of conveyance from the County to the owner(s) of the abutting property identified above.

Further Ordered that a copy of this order be sent to the County Engineering Department.

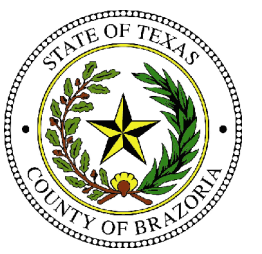


KING RD CR 213

Right of way to be abandoned

LEMON  
RESERVOIR  
RD CR 599

**Brazoria County  
Engineering**



**CR 599  
Abandonment**

**Exhibit A**



## COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. H.21.**

**11/28/2023**

---

Waive OSSF Permit Fees for the County's CDBG On-Site Septic System Program (Precinct 4)

---

On November 16, 2023, the Brazoria County Community Development Department (BCCDD) submitted a letter to the Brazoria County Environmental Health Department requesting a waiver of the County's on-site sewage facility fee for the following:

Jerry Herron: 122 County Road 615, Angleton, TX, 77515 (Precinct 4) Legal Description: A0081 S MARSH TRACT 32 (PT S/E 1/8) ACRES 9.00

Financial assistance for improvement of this property is being provided under the County's CDBG On-Site Septic System Program utilizing Federal HUD funds.

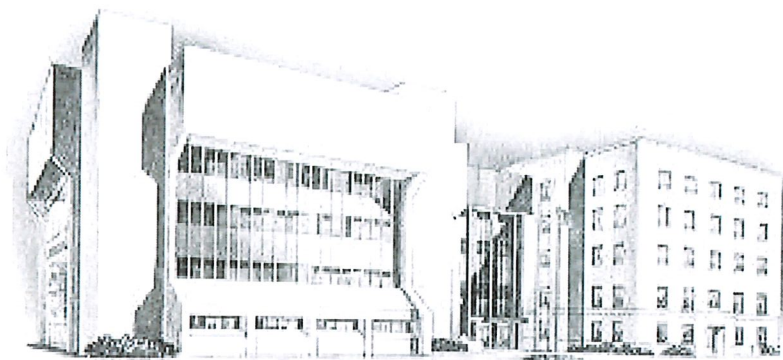
The Court finds it appropriate to waive the permit fee for the above described on-site sewage facility. The Brazoria County Environmental Health Department is hereby instructed to accept the application for this on-site sewage facility without requiring the County's residential permit fee of \$250 per permit. The State fee of \$10.00 per permit shall be required, as well as, and all other inspection requirements and obligations.

Further Ordered that a copy of this Order be delivered to the Director of the Environmental Health Department and the County Auditor.



**DAPHNE LEMELLE**  
DIRECTOR

**JENNIFER CRAINER**  
ASSISTANT DIRECTOR



**MARI REYES**  
PROJECT COORDINATOR

**KAREN LAND**  
FINANCIAL COORDINATOR

## **BRAZORIA COUNTY**

### **COMMUNITY DEVELOPMENT DEPARTMENT**

November 16, 2023

Jodie Vice, Director  
Brazoria County Environmental Health Department  
451 N Velasco, Room 270  
Angleton, Texas 77515

Ms. Vice:

Please waive all permitting and inspections fees for on-site sanitary sewage facilities for the following person who has been approved for financial assistance under the County's CDBG OnSite Septic System Program. Federal HUD funds will be paying for the cost of installation of these sewer facilities.

1. Jerry Herron, 122 County Road 615, Angleton, Tx 77515
  - Installer – Coastal Aerobic Systems

U.S. Dept of Housing and Urban Development's CDBG Program funds assist low to moderate income families' repair or replace their existing failing septic system. The CDBG OSSF Program was designed to help the individual/family to replace their failing system to protect the surrounding environment from contamination.

If you have any questions, please feel free to call me at ext. 1220 or Daphne Lemelle at ext. 1860.

Sincerely,

*Jennifer L. Crainer*

Jennifer Crainer  
Housing Coordinator

1524 EAST MULBERRY, SUITE 162, ANGLETON, TEXAS 77515

Angleton Area  
(979) 864-1427

Brazosport Area  
(979) 388-1427

Houston Area  
(281) 756-1427

Fax Number  
(979) 864-1089

# Brazoria CAD

Property Search Results > 156642 HERRON PATE EST for Year 2023

Tax Year:

## Property

### Account

Property ID: 156642      Legal Description: *2.04 acres out of* A0081 S MARSH TRACT 32 (PT S/E 1/8) ACRES 9.0  
 Geographic ID: 0081-0055-110      Zoning: 12-7-16 CH  
 Type: Real      Agent Code:  
 Property Use Code:  
 Property Use Description:

### Location

Address: 122 COUNTY ROAD 615 TX      Mapsco: NotAssigned\_SAN  
 Neighborhood: COUNTY ROAD 32 SAN      Map ID:  
 Neighborhood CD: CR32

### Owner

Name: HERRON PATE EST      Owner ID: 27458  
 Mailing Address: %JEREMY J HERRON      % Ownership: 100.0000000000%  
 PO BOX 368  
 FRESNO, TX 77545-0368

Exemptions:

## Values

(+) Improvement Homesite Value:	+	\$16,380	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$15,820	
(+) Land Non-Homesite Value:	+	\$15,820	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$253,100	\$440
(+) Timber Market Valuation:	+	\$0	\$0
-----			
(=) Market Value:	=	\$301,120	
(-) Ag or Timber Use Value Reduction:	-	\$252,660	
-----			
(=) Appraised Value:	=	\$48,460	
(-) HS Cap:	-	\$0	
-----			
(=) Assessed Value:	=	\$48,460	

## Taxing Jurisdiction

Owner: HERRON PATE EST  
 % Ownership: 100.0000000000%  
 Total Value: \$301,120

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	BRAZORIA COUNTY APPRAISAL DISTRICT	0.000000	\$48,460	\$48,460	\$0.00
EM3	BRAZORIA COUNTY EMERGENCY DISTRICT #3	0.077385	\$48,460	\$48,460	\$37.50
GBC	BRAZORIA COUNTY	0.270664	\$48,460	\$48,460	\$131.17

HAD	ANGLETON-DANBURY HOSPITAL DISTRICT	0.088875	\$48,460	\$48,460	\$43.07
NAV	PORT FREEPORT	0.016007	\$48,460	\$48,460	\$7.76
RDB	ROAD & BRIDGE FUND	0.043284	\$48,460	\$48,460	\$20.98
SAN	ANGLETON INDEPENDENT SCHOOL DISTRICT	1.034200	\$48,460	\$48,460	\$501.17
Total Tax Rate:		1.530415			
				Taxes w/Current Exemptions:	\$741.65
				Taxes w/o Exemptions:	\$741.65

Improvement / Building

Improvement #1: **Manufactured Housing** State Code: **E1** Living Area: **726.0 sqft** Value: **\$16,380**

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MAMH1	MOBILE HOME SINGLE WIDE 5			2021	726.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	A5N	NATIVE PASTURE	8.0000	348480.00	0.00	0.00	\$253,100	\$440
2	A5N	NATIVE PASTURE	0.5000	21780.00	0.00	0.00	\$15,820	\$0
3	A5N	NATIVE PASTURE	0.5000	21780.00	0.00	0.00	\$15,820	\$0

Roll Value History


Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2024	N/A	N/A	N/A	N/A	N/A	N/A
2023	\$16,380	\$284,740	440	48,460	\$0	\$48,460
2022	\$16,550	\$182,450	480	37,310	\$0	\$37,310
2021	\$0	\$158,120	510	9,300	\$0	\$9,300
2020	\$0	\$118,810	600	7,200	\$0	\$7,200
2019	\$0	\$89,750	600	5,590	\$0	\$5,590
2018	\$0	\$46,020	600	3,160	\$0	\$3,160
2017	\$0	\$46,020	600	3,160	\$0	\$3,160
2016	\$0	\$36,720	600	2,640	\$0	\$2,640
2015	\$0	\$36,720	600	2,640	\$0	\$2,640
2014	\$0	\$36,720	640	2,680	\$0	\$2,680
2013	\$0	\$30,600	640	2,340	\$0	\$2,340
2012	\$0	\$30,600	680	2,380	\$0	\$2,380
2011	\$0	\$30,600	600	2,300	\$0	\$2,300
2010	\$0	\$30,600	600	2,300	\$0	\$2,300

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
---	-----------	------	-------------	---------	---------	--------	------	-------------

Tax Due

Property Tax Information as of 10/11/2023

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
------	---------------------	---------------	----------	-----------------	--------------	-------------------------------	---------------	------------

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (979) 849-7792





Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

NOTE: This map has been generated for the convenience of the public. It is not intended to be an official depiction of the exact location or extent of any feature shown hereon. Any data depicted, such as a boundary line or an elevation, is for visual reference only and does not exclude obtaining official permits, surveys, or elevation certificates, when required.

Brazoria County  
Engineering  
  
Date Printed:  
November 16, 2023

**Legend**

- Address Points  Parcel Information
- County Roads  County Rd.
- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3
- Roads  County Roads





For this survey, a title commitment was not furnished for the property shown. The surveyor is not responsible for any errors or omissions in the title commitment. A title commitment should be prepared and reviewed before any new construction begins on this tract.

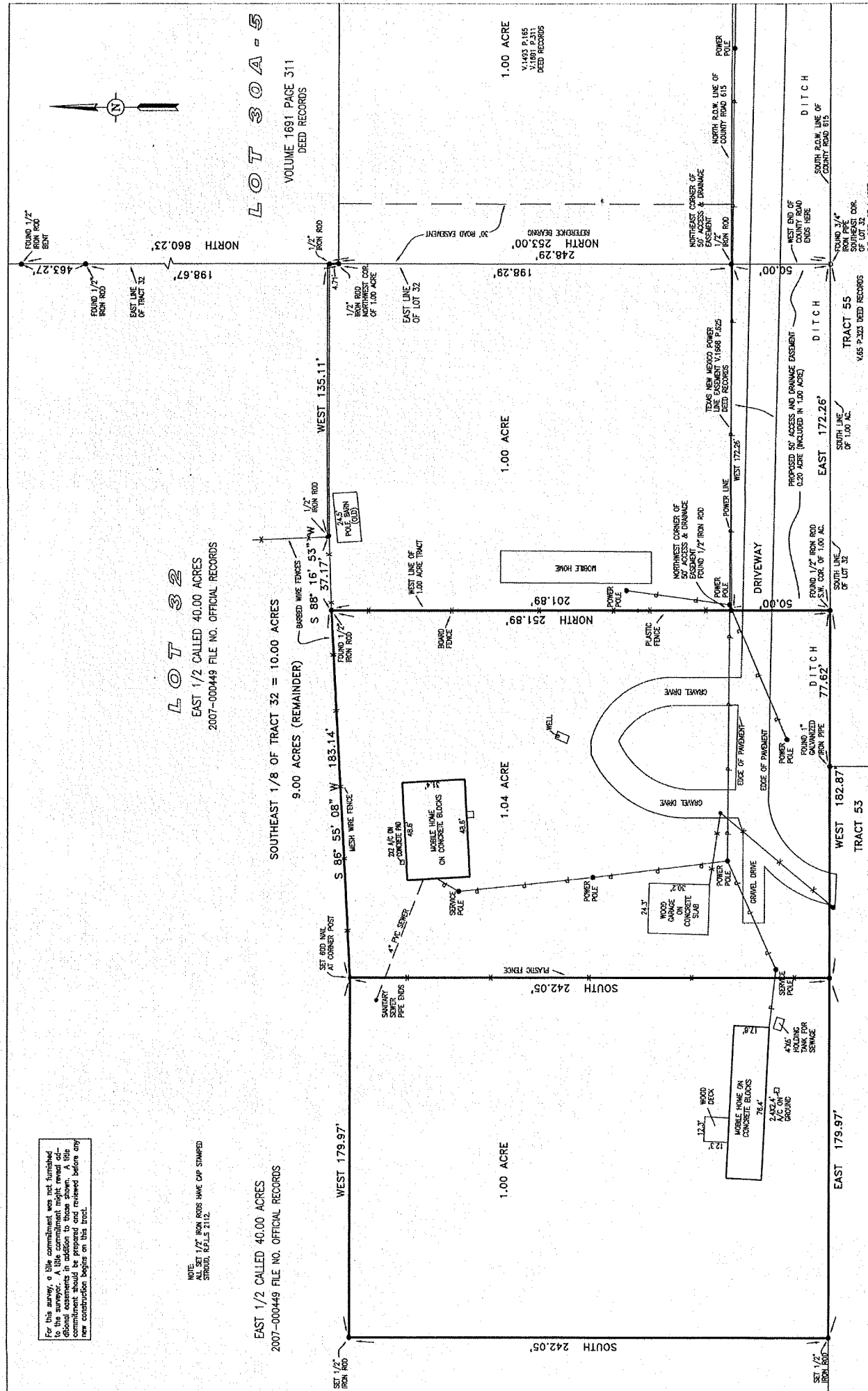
NOTE:  
ALL SET 1/2" IRON RODS HAVE CAP STAMPED  
STROUD, R.P.L.S. 2112.

EAST 1/2 CALLED 40.00 ACRES  
2007-000449 FILE NO. OFFICIAL RECORDS

SOUTHEAST 1/8 OF TRACT 32 = 10.00 ACRES  
9.00 ACRES (REMAINDER)

LOT 32  
EAST 1/2 CALLED 40.00 ACRES  
2007-000449 FILE NO. OFFICIAL RECORDS

LOT 30A = 5  
VOLUME 1691 PAGE 311  
DEED RECORDS



A PLAT OF A 1.04 ACRE TRACT BEING 172.26 FEET WEST OF THE SOUTHWEST CORNER OF LOT 32 OF THE SUBDIVISION OF THE UPPER MIDDLE QUARTER OF BRAZORIA COUNTY, TEXAS, BEING THAT SAME TRACT DESCRIBED IN A DEED FROM BRAZORIA COUNTY, ACTING AS TRUSTEE, TO JAMES M. ELLIS BY RESALE DEED RECORDED IN FILE 2015047902 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, AND THAT SAME TRACT DESIGNATED AS ACCOUNT NUMBER 0081-0085-000 IN THE RECORDS OF THE BRAZORIA COUNTY APPRAISAL DISTRICT AND BEING MORE PARTICULARLY DESCRIBED AND DELINEATED AS ATTACHED.

A PLAT OF A 1.00 ACRE TRACT BEING 355.13 FEET WEST OF THE SOUTHWEST CORNER OF LOT 32 OF THE SUBDIVISION OF THE UPPER MIDDLE QUARTER OF THE SHUBAL MARSH SURVEY, ABSTRACT 81-82, BRAZORIA COUNTY, TEXAS, BEING THAT SAME TRACT DESCRIBED IN A DEED FROM BRAZORIA COUNTY, ACTING AS TRUSTEE, TO JAMES M. ELLIS BY RESALE DEED RECORDED IN FILE 2015047902 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, AND THAT SAME TRACT DESIGNATED AS ACCOUNT NUMBER 0081-0085-000 IN THE RECORDS OF THE BRAZORIA COUNTY APPRAISAL DISTRICT AND BEING MORE PARTICULARLY DESCRIBED AND DELINEATED AS ATTACHED.

SCALE: 1" = 30'  
12-27-22  
THE PLAT HEREON IS A REPRESENTATION OF THE PROPERTY AS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION IN DECEMBER, 2022. THE LINES AND DIMENSIONS OF SAID PROPERTY ARE AS INDICATED, THE SIZE, LOCATION AND TYPE OF BUILDINGS ARE AS SHOWN. ALL IMPROVEMENTS, BEING WITHIN THE BOUNDARIES OF THE PROPERTY LINES THE DISTANCES INDICATED. I HAVE LOCATED THE APPARENT ENCROACHMENTS SHOWN ON THE PLAT HEREON.

CERTIFIED: *Randy L. Stroud*  
RANDY L. STROUD, REGISTERED PROFESSIONAL LAND SURVEYOR  
LICENSE #2112

FROM THE OFFICE OF:  
RANDY L. STROUD, P.E.  
2007 SOUTH WINDYWOOD  
ANGLETON, TEXAS 77515  
979-849-3141

GRAPHIC SCALE





## COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. H.22.**

**11/28/2023**

---

TCDRS Plan Provisions 2024

---

Approve order to maintain TCDRS plan provisions for the Plan Year 2024 and to adopt the calculated total required County contribution rate of 13.27% effective January 1, 2024. It is further ordered that the County Judge is authorized to sign all documents related to the implementation of this order on behalf of the County.



Plan Agreement for Plan Year 2024
Brazoria County – 119
Effective as of Jan. 1, 2024

Table with 2 columns: Description and Value. Sections include Basic Plan Options, Retirement Eligibility, Optional Benefits, Retirement Plan Funding, and Total Contribution Rate.

Certification

I certify that the plan agreement for the participation of Brazoria County in TCDRS for the 2024 plan year truly and accurately reflects the official action taken during properly posted and noticed meeting on 11/28/23 (mm/dd/yy) by the Commissioners Court and such action is recorded in the official minutes.

County Judge's Printed Name: L. M. "Matt" Sebesta, Jr.

County Judge's Signature: Date:



# COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. H.23.**

**11/28/2023**

---

Increase 401(h) Benefit for Post 65 Retirees

---

After considering the increasing cost of health benefits for the County's post-65 retirees and considering the Brazoria County Retiree Health Plan's reserves, this Court finds that it is in the best interest of the County to increase the post-65 401(h) reimbursement to \$295 for eligible retirees beginning January 1, 2024.

2024 High Plan (TAGCO AGP-3735)  
Rate Change Effective January 1, 2024

Over 65 Retiree Supplemental Dependent Coverage Rates

**Retiree- Hartford Medical**

Monthly Premium	\$247.00
Less 401H Reimbursement	<u>(125.00)</u>
Sub Total	\$122.00

**Express Scripts**

Monthly Premium	\$248.38
Less 401H Reimbursement	(75.00)
Sub Total	\$173.38

**Total** \$295.38 Monthly

**Spouse- Hartford Medical**

Monthly Premium	\$247.00
Express Scripts	<u>\$248.38</u>

**Total** \$495.38 Monthly

Please note that the Retiree & Spouse are the same rate but Spouse does not receive the 401H reimbursement.

**Option 1 Medical plan**- Harford pays 100% of all Medicare eligible charges that Medicare does not pay except the retiree will pay 4% of Part B services until the retirees out of pocket equals \$500.00

**Pharmacy plan**- \$15 generic Copay/\$30 \*Preferred Brand Name Copay/\$50 \*Non-preferred Brand Name Copay/ \$50 \*Specialty Copay (from \$0 thru the ICL and the Gap and to Catastrophic) for current Pharmacy Plan or the Alternate (same pharmacy vendors except Walgreens)

2024 Low Plan (TAGCO AGP-3734)  
Rate Change Effective January 1, 2024

Over 65 Retire Supplemental Dependent Coverage Rates

**Retiree- Hartford Medical**

Monthly Premium	\$179.03
Less 401H Reimbursement	<u>(147.00)</u>
Sub Total	\$32.03

Express Scripts

Monthly Premium	\$248.38
Less 401H Reimbursement	<u>(148.00)</u>
Sub Total	\$100.38

**Total**                      **\$132.41 Monthly**

**Spouse- Hartford Medical**

Monthly Premium	\$179.03
Express Scripts	<u>\$248.38</u>
<b>Total</b>	<b>\$427.41 Monthly</b>

Please note that the Retiree & Spouse are the same rate but Spouse does not receive the 401H reimbursement.

**Option 1 Medical plan-** Harford pays 100% of all Medicare eligible charges that Medicare does not pay except the retiree will pay the Part B deductible (\$500) plus 10% of Part B services until the retirees out of pocket equals \$1,000.00. Total out-of pocket equals \$1,500.00.

**Pharmacy plan-** \$15 generic Copay/\$30 \*Preferred Brand Name Copay/\$50 \*Non-preferred Brand Name Copay/ \$50 \*Specialty Copay (from \$0 thru the ICL and the Gap and to Catastrophic) for current Pharmacy Plan or the Alternate (same pharmacy vendors except Walgreens)



## COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. H.24.**

**11/28/2023**

---

Renew RFP #21-100 Lease Plan for Books and Other Materials

---

Approval to "Renew RFP #21-100 Lease Plan for Books and Other Materials", with the following, for a third (3rd) year of a five (5) year contract per the terms, conditions and pricing of the current contract which is set to expire on December 12, 2023.

- Baker & Taylor, LLC of Charlotte, NC
- Brodart Co. of Williamsport, PA

The renewal term shall be December 13, 2023 to December 12, 2024.

Further, expenditures will be funded by the department's annual fiscal year budget.





## COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. H.25.**

**11/28/2023**

---

Renew C #07-17 Indigent Healthcare Administration Software and Services

---

Approval to renew "C #07-17 Indigent Healthcare Administration Software and Services" Memorandum of Understanding (MOU) with Indigent Healthcare Solutions of Conroe, TX for an additional twelve (12) month period. The current MOU is set to expire on December 31, 2023.

The renewal period will be January 1, 2024 to December 31, 2025

Further, expenditures will be funded by department's current fiscal and future fiscal year budget.

Further, that the County Judge be authorized to sign any and all documents necessary to execute said agreement on behalf of the County.

## Memorandum Of Understanding

This Memorandum of Understanding (MOU) is by and between Indigent Healthcare Solutions, hereinafter called "IHS" and **Brazoria County**, hereinafter called "Client".

This MOU is intended to document that both parties intend to extend for a period of one year the following documents, which are effective until January 1, 2024.

- Data Processing Services Agreement
- Attachment A To The Data Processing Services Agreement
- Attachment B Non Exclusive License Agreement
- Schedule A To Non Exclusive License Agreement
- Addendum To The Data Processing Services Agreement For CPT Codes
- Addendum To The Data Processing Services Agreement For Photo Capture / ID Card Printer
- Addendum To The Data Processing Services Agreement For Medicaid Power Search
- Addendum No.2 To Data Processing Services Agreement
- ApplyIHS Addendum 2023


Such an extension is provided for in Section 2 "TERM" of the Data Processing Services Agreement. Upon execution of this MOU by both parties, the aforementioned documents shall be extended for a period of one (1) year beginning January 1, 2024 until January 1, 2025

This MOU shall become effective when executed and except as modified herein, all of the Terms and Conditions of the listed agreements shall remain in full force and affect.

Client

IHS

\_\_\_\_\_  
Hon. Matt Sebesta Jr.  
County Judge

  
\_\_\_\_\_  
Robert Baird  
President

\_\_\_\_\_, 2023

October 26, 2023



# COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. H.26.**

**11/28/2023**

---

Change Order to Amend RFP #17-41 Employee Medical, Prescription and Dental Plan Administration

---

Approve a change order amending the contract for "RFP #17-41 Employee Medical, Prescription and Dental Plan Administration, COBRA and Stop Loss Coverage" through Aetna Life Insurance Company of Connecticut utilizing Prudent RX.

Further, upon final review by the District Attorney's Office, Civil Division, that the County Judge be authorized to sign any and all documents necessary to execute said agreements on behalf of the County.

**THE POINT SOLUTIONS MANAGEMENT AMENDMENT**

This Amendment, the “Point Solutions Management Amendment”, effective 3/1/2024, amends the Master Services Agreement between Aetna Life Insurance Company, a Connecticut corporation, (“Aetna”) and Brazoria County dated 03/01/2024 (the “Agreement”).

Whereas, Aetna desires to make available the point solutions management services which makes available to its clients certain third-party digital applications and other products and services (“Point Solutions Management Services”) to Customer; and

Whereas, Customer desires to enroll in the Point Solutions Management Services.

Now, therefore, the parties agree to amend the Agreement as set forth herein.

1. The following provision shall be added to Section 2 (Services) of the Agreement:

“Aetna shall make available to Customer the Point Solutions Management Services in accordance with the terms and conditions thereof described in Exhibit A, a copy of which is attached hereto.”

2. The terms and conditions of the Agreement remain in effect except as otherwise stated herein. With respect to the subject matter hereof, this Amendment constitutes the entire agreement between the parties, superseding all similar terms in any prior understandings, agreements, contracts or arrangements between the parties, whether oral or written.

3. All capitalized terms used in this Amendment and not otherwise defined shall have the meanings set forth in the Agreement. If any provision of this Amendment conflicts with any of the provisions set forth in the Agreement, the provisions of this Amendment shall govern and control.

4. If any provision of this Amendment is held to be void or unenforceable, the remaining provisions are severable, and their enforceability is not affected or impaired in any way by reason of such law or holding.

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment as of the date first written above.

**AETNA LIFE INSURANCE COMPANY:**

**CUSTOMER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## Exhibit A

### Point Solutions Management Service Terms and Conditions

Customer has implemented the Point Solutions Management Service to engage in certain third-party digital applications and other products and services (each a “PSM Solution” provided by a “PSM Vendor”) as set forth below. PSM Vendors are contracted as subcontractors of Aetna’s affiliate, CaremarkPCS Health, L.L.C. (“CVS Caremark”).

1. Customer will enroll in individual PSM Solutions by executing a “Vendor Election Form” provided by CVS Caremark. Implementation dates of individual PSM Solutions will be as described in their respective Vendor Election Forms. Aetna shall collect from Customer and remit to CVS Caremark and CVS Caremark shall remit to PSM Vendors, the fees described in each Vendor Election Form. Neither Aetna nor CVS Caremark shall be responsible for funding any portion of the PSM Solutions, but rather shall remit applicable fees only for amounts properly funded by Customer. The PSM Solution will be available to employees of Customer residing in the United States.
2. The Point Solutions Management Service processes payments for third-party products and services. The PSM Solution may include access or use, or otherwise interact with third party applications, websites and services (“Third Party Applications”) to make the PSM Solution available to Customer. These Third-Party Applications may have their own terms and conditions of use. Customer understands and agrees that CVS Caremark and Aetna do not endorse and are not responsible for the terms and conditions of use of those Third-Party Applications. PSM Solutions and related payments shall not constitute Claims under the Agreement and are excluded from the calculation of any and all financial and performance guarantees in the Agreement. Fees for PSM Solutions may not be paid from any allowances or credits made available to Customer by Aetna under the Agreement. In the event a PSM Solution impacts the underlying financial terms of the Agreement, Aetna will review such impact with Customer and may equitably adjust the same.
3. Communication campaigns, including but not limited to campaigns that raise awareness of the PSM Solutions, will be designed and executed by PSM Vendors in coordination with Customer. Data regarding PSM Solutions may be audited pursuant to Customer’s existing audit rights and may take up to ninety (90) days from the date of the data request if records need to be secured from PSM Vendors. Neither CVS Caremark nor Aetna will be liable for any obligations arising from existing agreements with a PSM Vendor, or for services provided by PSM Vendors other than those provided pursuant to a Vendor Election Form. Customer is a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations at 45 CFR Parts 160-164 (“HIPAA Rules”). To the extent Customer authorizes the disclosure of protected health information of its members to a PSM Vendor for a PSM Solution, it will comply with and be subject to the HIPAA Rules.
4. The term of Customer’s participation in the Point Solutions Management Service shall expire one (1) year from the date of execution of this Amendment, and shall thereafter automatically renew for additional one (1) year terms unless either party provides written notice of non-renewal at least ninety (90) days before the end of the initial term or any renewal term; provided that either party may at any time terminate Customer’s participation in the Point Solutions Management Service, or any individual PSM

Solution, upon ninety (90) days' prior written notice to the other party. In the event safety concerns with a PSM Solution or breach of a PSM Vendor's contract with CVS Caremark require CVS Caremark to terminate a PSM Solution, CVS Caremark shall notify Aetna which, in turn, will notify Customer of the termination within five (5) business days. Upon the termination of Customer's participation in the Point Solutions Management Service, all Vendor Election Forms will terminate simultaneously with such termination.

Aetna Version: September 2023

Account Team Information	
SAE Name:	Saleh Rostami
SAE Phone:	214-200-8470
SAE Email:	Rostamis@aenta.com
AM Name:	Daisy Raso
AM Phone:	
AM Email:	Daisy.Raso@CVSHealth.com
Customer Type	
<input checked="" type="checkbox"/> Employer <input type="checkbox"/> Coalition <input type="checkbox"/> TPA Liable <input type="checkbox"/> TPA Non-Liable <input type="checkbox"/> Health Plan	
Customer Information	
Customer Name ("Customer"):	Brazoria County
Eligible Carrier, Account, & Group(s) (CAG)	85784653
Coalition/TPA/Health Plan name if different from Customer name:	
High-Deductible Health Plan ("HDHP") with health savings accounts ("HSA") included	<input checked="" type="radio"/> Yes <input type="radio"/> No
HDHP with HSA Eligible Carrier, Account, & Group(s) (CAG)	85784653
Onsite/External Pharmacy Included in ES/EES Network	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

This Vendor Election Form ("VEF"), once executed, is an exhibit to the Point Solutions Management Amendment ("Amendment") between Aetna Life Insurance Company ("Aetna"), and Customer. All capitalized terms used in this VEF and not otherwise defined shall have the meanings set forth in the Amendment or Agreement. In the event of a conflict between the terms of this VEF and the terms of this Amendment, the terms of this VEF shall control.

PrudentRx, LLC ("Vendor" or "PrudentRx") provides co-pay program related services to plan sponsors that include guidance on plan benefit design for specialty products and assistance to members to secure available copay assistance for specialty drugs through the various programs funded by pharmaceutical companies ("PrudentRx Solution").

Customer agrees to implement the PrudentRx Solution pursuant to the Point Solutions Management Amendment effective with the following parameters:

**PRUDENTRX SOLUTION:**

**Additional Defined Terms:**

“**Benefit Cap**” means the maximum amount of funds available from the drug manufacturer under a Pharma Copayment Assistance Program. The Benefit Cap and copay program periods can vary by drug manufacturer and the Participating Member’s enrollment date in the program. If a Specialty Drug does not have a Pharma Copayment Assistance Program, the Benefit Cap will be zero for such Specialty Drug for purposes of the PrudentRx Solution.

“**Cost Share**” means the copayment, coinsurance or deductible that a Member is responsible for paying for a Specialty Drug.

“**Covered Class**” means a therapeutic class that is included in the PrudentRx Solution, as specified on Attachment 1. Covered Classes are updated from time to time and are available to Customer upon request. Covered Classes may vary depending on Customer’s exclusive specialty setup and Program Drug List selected by Customer.

“**Eligible Member**” means a Member who is prescribed a Program Product and whose prescription benefit includes the PrudentRx Solution. For clarity, all Members whose prescription benefit includes the PrudentRx Solution are eligible to participate in the PrudentRx Solution when prescribed a Program Product.

“**Essential Health Benefits**” shall have the meaning given to such term at 42 U.S.C. § 18022(b), which currently includes items and services in the following ten benefit categories: (1) ambulatory patient services; (2) emergency services; (3) hospitalization; (4) maternity and newborn care; (5) mental health and substance use disorder services including behavioral health treatment; (6) prescription drugs; (7) rehabilitative and habilitative services and devices; (8) laboratory services; (9) preventive and wellness services and chronic disease management; and (10) pediatric services, including oral and vision care.

“**HDHP Member**” means a Participating Member who is enrolled in a HDHP with an HSA.

“**Member**” means a Plan Participant (as such term is defined in the Agreement).

“**Non-Participating Member**” means a Member who: (i) affirmatively elects to opt-out of the PrudentRx Solution; (ii) fails to complete any required enrollment process for the PrudentRx Solution (as described below); or (iii) fails to comply with the terms of the PrudentRx Solution (e.g., fails to enroll in an available Pharma Copayment Assistance Program).

“**Participating Member**” means an Eligible Member, subject to completing any required enrollment process for the PrudentRx Solution (as described below); but excluding any Non-Participating Member.

“**Pharma Copayment Assistance Program**” means a program sponsored by a pharmaceutical company that provides financial assistance for payment of the patient’s cost-share for those patients who meet the program eligibility criteria, as established by the pharmaceutical company, but excluding any program that conditions assistance on financial need.

“**Plan**” means a health benefit plan(s) sponsored by Customer that includes the prescription drug benefit and designated by Customer as participating in the PrudentRx Solution.

“**Program Drug List**” means a “*PrudentRx Program Drug List*,” which is a listing of Specialty Drugs that will be included in the PrudentRx Solution for Customer, selected by Client for the Plan and subject to modification to align with Client Plan design and Client specialty drug list.



“**Program Product**” means a Specialty Drug that is listed on the Program Drug List selected by Customer for the Plan.

“**Specialty Drug**” generally means a pharmaceutical, biotech or biological drug that requires special handling, is high cost, and/or is used in the management of chronic or genetic disease, including but not limited to, injectable, infused, or oral medications

“**Specialty Tier**” means the adjudication tier for Specialty Drugs.

**Program Description:** The PrudentRx Solution shall consist of the following elements:

- **Scope:** Pharma Copayment Assistance Programs. The PrudentRx Solution is available only to Eligible Members.
- **Plan Design:** For the Plans participating in the PrudentRx Solution, as designated by Customer in the “Customer Information” in the table above, Customer shall adopt a plan design for Specialty Drugs in a Covered Class that consists of the following elements:
  - **Specialty Tier:** Customer will implement a Specialty Tier. Products on the Specialty Tier shall be subject to a thirty percent (30%) Cost Share for both Participating Members and Non-Participating Members, after satisfaction of any applicable deductible. All Specialty Drugs in a Covered Class shall be adjudicated at the Specialty Tier.
  - **Non-Essential Health Benefits:** Products in a Covered Class exceeding the maximum count required for that Covered Class by any state benchmark plan shall be deemed non-Essential Health Benefits. Program Drug Lists meet or exceed the benchmark plan requirements of all fifty states and Washington, D.C.
  - **Coverage Process:** When the Benefit Cap has been reached based on a Pharma Copayment Assistance Program for a Participating Member for a Program Product and thus the Pharma Copayment Assistance Program is not available, including where the Program Product does not have a Pharma Copayment Assistance Program available and thus the Benefit Cap is zero, the Plan shall assume responsibility for the Cost Share for the Program Product unless and until financial assistance is again available to the Participating Member under the Pharma Copayment Assistance Program. This shall include any amounts not paid by a Pharma Copayment Assistance Program, such as when there is a residual leftover after applying the maximum copay assistance to the claim. As an exception to the foregoing, when the Benefit Cap has been reached for an HDHP Member for a Program Product that is not listed on the plan’s HDHP Preventive Drug List, the Plan shall not assume responsibility for the Cost Share for such Program Product until such time as the Member deductible has been satisfied.
  - **Deductible and OOP Max:** Amounts paid *for the benefit of a Member*, including amounts paid by a Pharma Copayment Assistance Program, for a Program Product shall *not* be counted toward any Member deductible or any Member out of pocket maximum obligation, unless otherwise required by applicable law. Amounts paid *by a Member* for a Program Product that is *not* an Essential Health Benefit shall *not* be counted toward any Member deductible or any Member Affordable Care Act (“ACA”) out of pocket maximum obligation, unless otherwise required by applicable law; except that amounts paid by an

HDHP Member shall be counted toward the Member deductible. Amounts paid *by a Member* for a Program Product that is an Essential Health Benefit shall be counted toward any Member deductible and any Member ACA out of pocket maximum obligation.

- Summary Plan Description. The Customer shall adopt language in its Summary Plan Description that aligns with the above requirements. A template for such language is provided on Attachment 2. Although PrudentRx will assist with the language in the Summary Plan Description, the Customer and the Plan administrator remain responsible for fulfilling their fiduciary duties under ERISA with respect to the content of the Summary Plan Description.
- Program Drug List: Customer shall select a standard Program Drug List, which Program Drug List shall be subject to review and approval by Aetna to verify plan design alignment with the plan formulary (i.e., no cost share disadvantage of preferred formulary products).
- Member Notification & Participation: PrudentRx will work in conjunction with Customer to develop a communication and participation process regarding the PrudentRx Solution, to include the following:
  - Following receipt of the Eligible Member information where Eligible Member is confirmed as currently prescribed a Program Product, PrudentRx will send a standardized and non-editable notice to Eligible Members. These Eligible Members will be identified via historic claim files approximately thirty-five (35) days prior to intended implementation date of the PrudentRx Solution.
  - In order to complete enrollment in the PrudentRx Solution, following receipt of the welcome letter, Eligible Members who are utilizing a Program Product for which there is an available Pharma Copayment Assistance Program must contact PrudentRx to register (or validate prior registration) in the Pharma Copayment Assistance Program. Eligible Members who are utilizing a Program Product for which there is no available Pharma Copayment Assistance Program require no additional action to complete enrollment in PrudentRx Solution.

Approximately five (5) to seven (7) business days after notice has mailed, PrudentRx will coordinate telephonic outreach to Members utilizing a Program Product for which there is an available Pharma Copayment Assistance Program, but who have yet to contact PrudentRx. If telephonic outreach does not result in contact with a Member, PrudentRx will make additional attempts either via telephonic or digital communication to participate in the PrudentRx Solution. PrudentRx outreach may also include a written letter to the Member providing notice that the Member needs to contact PrudentRx to participate in the PrudentRx Solution and that if the Member fails to call PrudentRx within time frame specified in the letter, the Member will be responsible for the full amount of the member cost share on the specialty medication. For clarity, digital communications will be sent by CVS Specialty to Members who have opted to receive digital communication who cannot be reached telephonically.

- PrudentRx will implement a high touch comprehensive communication process for Members who are projected to participate in the PrudentRx Solution at the Customer's launch date.

Once the PrudentRx Solution is live for Customer, PrudentRx will identify net-new utilizers of Program Products within one (1) business day of receipt of a claim for a Program Product. PrudentRx shall conduct outreach to the Member if the Member is not currently enrolled in an available Pharma Copayment Assistance Program. PrudentRx shall coordinate with the Member and seek to complete Member enrollment in the applicable Pharma Copayment Assistance Program within three (3) business days of receipt of such claim, subject to Member satisfaction of the eligibility requirements of such Pharma Copayment Assistance Program.

- Pharma Copayment Assistance Program Enrollment: PrudentRx shall assist Participating Members with enrollment in Pharma Copayment Assistance Programs for Specialty Drugs and securing financial assistance under such Pharma Copayment Assistance Programs.
- Coordination with CVS Caremark. PrudentRx collaboratively works with Customer's PBM, CVS Caremark, and, if requested by CVS Caremark, the dispensing pharmacies, to ensure timely prescription processing with minimal member abrasion, by providing real time data feeds to include notification to CVS Caremark of: (i) decision by a Member to not participate in the PrudentRx Solution, including any Member who elects not to enroll in an available Pharma Copayment Assistance Program; (ii) inability to contact a Member; and (iii) enrollment of a Participating Member in a Pharma Copayment Assistance Program.
- Customer hereby directs and authorizes Aetna and CVS Caremark to: (i) exclude from any Member deductible and any Member annual out of pocket maximum obligation any amounts paid for the benefit of a Member, including amounts paid by a Pharma Copayment Assistance Program, for Specialty Drugs in a Covered Class, unless otherwise directed by Customer due to requirements of applicable law; (ii) exclude from any Member deductible and any Member annual ACA out of pocket maximum any amounts paid by a Member for a Specialty Drug in a Covered Class that is not an Essential Health Benefit, unless otherwise directed by Customer due to requirements of applicable law; provided that amounts paid by an HDHP Member for any Program Product shall be counted toward the Member deductible; (iii) provide to PrudentRx daily paid claims, daily reject files, and monthly claims files for Program Products dispensed to Participating Members so that PrudentRx may implement and operate the PrudentRx Solution (collectively, "**Data**"); and (iv) provide PrudentRx with Member portal (Customer Online Services) access for designated PrudentRx employees performing Participating Member benefit verification and eligibility in real time, if possible.
- Confidentiality. In the event Customer receives any Confidential Information (as such term is defined in the Agreement) of PrudentRx, Customer shall maintain the confidentiality of such Confidential Information consistent with the requirements imposed in the Agreement for confidential treatment of Aetna Confidential Information.
- Release of Data. Customer hereby authorizes and directs Aetna and CVS Caremark to disclose the Data and other Customer or Member information to PrudentRx in order to provide the PrudentRx Solution to Customer. Customer acknowledges and agrees that to the extent any data disclosed to PrudentRx includes Member information, such Member information shall be disclosed by Aetna subject to the Business Associate Agreement between Customer and Aetna.
- Claims Audits. On a monthly basis, PrudentRx shall: (i) retroactively audit claims for the prior month to ensure the PrudentRx Solution was implemented appropriately for each Participating

Member for whom a claim was adjudicated in such month, including implementation of the coverage process whereby the Plan assumes responsibility for the Cost Share; and (ii) provide a written report with the results of such audit to Aetna and Customer within thirty (30) days of the end of the month subject to the audit. If any issues are identified, PrudentRx shall consult with Aetna to coordinate on an appropriate resolution.

- **ERISA Plans.** In the event the Plan is subject to ERISA, Customer acknowledges and agrees that neither Aetna (except as otherwise specifically set forth in the Agreement), CVS Caremark, nor PrudentRx shall be: (i) the administrator (as that term is defined in Section 3(16) of ERISA) of any Plan for any purpose; (ii) a named fiduciary with respect to any Plan for purposes of ERISA or any applicable state law; (iii) delegated discretionary authority or responsibility, or exercise discretionary authority or control, with respect to any Plan or its administration; or (iv) deemed to be a fiduciary with respect to any Plan for purposes of ERISA or any applicable state law.

**Plan Compliance.** Customer shall ensure that: (i) the Plan is at all times in compliance with all applicable laws, rules and regulations relating to the Plan's implementation of the PrudentRx Solution, including, without limitation, state insurance laws, rules and regulations; and (ii) the Plan timely and accurately submits all required governmental filings and obtains all required governmental approvals relating to the Plan's implementation of the PrudentRx Solution.

- **HDHP.** Customer is solely responsible for evaluating compliance with the Internal Revenue Code and IRS guidance, in consultation with its own counsel, in connection with any contemplated implementation of the PrudentRx Solution for any HDHPs or HSAs and Customer is solely responsible for, and shall indemnify Aetna and PrudentRx against, any loss, cost, damage or expense resulting from any non-compliance with the Internal Revenue Code or IRS guidance.
- **Reporting.** On a monthly basis, PrudentRx will provide a summary report to Customer of the claims processed under the PrudentRx Solution with respect to the Plan, which shall include the following metrics:
  - PrudentRx Generated Savings
  - Total Specialty Drug spend subject to PrudentRx Solution
  - Total net savings after Service Fee
  - Summary YTD by Covered Class
    - Including the number of Participating Members and number of claims under each Covered Class

All information disclosed on the foregoing report shall comply with the privacy requirements under HIPAA and any other applicable law.

- **Invoicing:** PrudentRx shall provide monthly claims detail and the Service Fee to Aetna. Aetna will invoice Customer the Service Fee on the monthly administrative service fees invoice.
- **Early Termination:** Aetna may immediately terminate this VEF in the event Aetna determines, in its reasonable discretion, that such termination is necessary to avoid or limit an adverse financial impact on Aetna, CVS Caremark and/or Customer. Aetna may terminate this VEF for any reason by providing Client with written notice of such termination at least ninety (90) days prior to the effective date of such termination.

**PrudentRx Solution Effective Date:** 03/01/2024

**Note:** The PrudentRx Solution Effective Date must be the first day of the month, cannot be sooner than the effective date of the Point Solutions Management Amendment, and cannot be sooner than 90 calendar days from the date of delivery of an executed copy of this Vendor Election Form to PointSolutionsManagement@CVSHealth.com. **In the event this Vendor Election Form is not delivered at least 90 calendar days prior to the proposed PrudentRx Solution Effective Date or otherwise fails to meet the timing requirements of the prior sentence, this Vendor Election Form shall not take effect and the Customer shall be requested to submit a new Vendor Election Form with a conforming PrudentRx Solution Effective Date.**

**Eligible Member Population:**

- Customer's PBM-covered employees
- Dependents of Customer's employees

**Compensation:** Customer will pay **Aetna** a service fee equal to twenty-five percent (25%) of Generated Savings (the "Service Fee").

- **"Generated Savings"** are calculated as the amount by which the Current Plan Net Cost exceeds the New Plan Net Cost.
- **"Current Plan Net Cost"** is (i) the Plan's gross cost of a Specialty Drug, less (ii) the amount obtained by multiplying the Current Copayment Percentage by the gross cost of the Specialty Drug (without the application of any deductibles).
- **"New Plan Net Cost"** is (i) the Plan's gross cost of the Specialty Drug, less (ii) the amount of manufacturer copay assistance applied to the gross cost of the Specialty Drug.
- **"Current Copayment Percentage"** is the lesser of: (i) six percent (6%) or (ii) the percentage obtained by dividing the total copayments paid by Members for Specialty Drugs (without the application of any deductible) by the total gross cost of the Specialty Drugs for the Plan, each measured over the twelve (12) month period immediately preceding the implementation of the PrudentRx Solution. If historical claims data is not provided to PrudentRx to determine this amount, the Current Copayment Percentage will be deemed to be 2%.

PrudentRx may share a portion of the above service fee with third parties, including Aetna, for services rendered in connection the PrudentRx Solution. There are no separate fees for administration, Member outreach and support, monthly reporting, or any of the other services provided by PrudentRx under the PrudentRx Solution.



By signing below, Customer acknowledges that they have read, understand, and agree to all terms and conditions outlined within this VEF.

\_\_\_\_\_  
Signature of Customer's Authorized  
Representative

*Saleh Rostami*\_\_\_\_\_  
Signature of Aetna's Strategic Account Executive

Name (Print): \_\_\_\_\_

Date Signed: \_\_\_\_\_(11/10/2023)

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_  
(MM/DD/YYYY)

**Attachment 1**  
**Covered Classes**

ACROMEGALY  
ALPHA-1 ANTITRYPSIN DEFICIENCY  
AMYLOIDOSIS  
ANEMIA  
ASTHMA  
AUTOIMMUNE  
BONE DISORDERS - OTHER  
COAGULATION DISORDERS  
CRYOPYRIN-ASSOCIATED PERIODIC  
SYNDROMES  
CYSTIC FIBROSIS  
ELECTROLYTE DISORDERS  
GASTROINTESTINAL DISORDERS-OTHER  
GOUT  
GROWTH HORMONE AND RELATED  
DISORDERS  
HEMATOPOIETICS  
HEMOPHILIA  
HEPATITIS B\*  
HEPATITIS C  
HEREDITARY ANGIOEDEMA  
HORMONAL THERAPIES  
HUMAN IMMUNODEFICIENCY VIRUS\*  
IMMUNE DEFICIENCIES AND RELATED  
DISORDERS  
INFECTIOUS DISEASE - OTHER  
INFERTILITY\*\*  
IRON OVERLOAD  
LYSOSOMAL STORAGE DISORDER  
MENTAL HEALTH CONDITIONS  
MOVEMENT DISORDERS  
MULTIPLE SCLEROSIS  
NEUROLOGICAL DISORDERS  
NEUROMUSCULAR  
NEUTROPENIA  
OCULAR DISORDERS\*  
ONCOLOGY  
OSTEOPOROSIS

PAROXYSMAL NOCTURNAL  
HEMOGLOBINURIA  
PHENYLKETONURIA  
PRE-TERM BIRTH  
PULMONARY ARTERIAL HYPERTENSION  
PULMONARY DISORDERS - OTHER  
RARE DISORDERS - OTHER  
RENAL DISEASE  
RESPIRATORY SYNCYTIAL VIRUS  
SEIZURE DISORDERS  
SICKLE CELL DISEASE  
SLEEP DISORDER  
SYSTEMIC LUPUS ERYTHEMATOSUS  
THROMBOCYTOPENIA  
TRANSPLANT\*  
UREA CYCLE DISORDERS

\* ONLY AVAILABLE IF CUSTOMER HAS ENHANCED EXCLUSIVE SPECIALTY

\*\* NOT AVAILABLE IF THE CUSTOMER HAS A FERTILITY MAB



Attachment 2  
Summary Plan Description

*Disclaimer: The following summary plan description language is a suggested template. Neither Aetna nor PrudentRx shall have any responsibility for the summary plan description that is published by the Plan. Final language should be tailored to customer plan design and reviewed by customer legal counsel.*

PrudentRx Solution for Specialty Medications

In order to provide a comprehensive and cost-effective prescription drug program for you and your family, [Insert Plan name] has contracted to offer the PrudentRx Solution for certain specialty medications. The PrudentRx Solution assists members by helping them enroll in manufacturer copay assistance programs. Medications on the PrudentRx Program Drug List are included in the program and will be subject to a 30% co-insurance, after satisfaction of any applicable deductible. However, if a member is participating in the PrudentRx Solution, which includes enrollment in an available manufacturer copay assistance program for their specialty medication, the member will have a \$0 out-of-pocket responsibility for their prescriptions covered under the PrudentRx Solution. **[FOR HDHP WITH HSA, REPLACE PRECEDING SENTENCE WITH THE FOLLOWING: However, if a member is participating in the PrudentRx Solution, which includes enrollment in an available manufacturer copay assistance program for their specialty medication, the member will have a \$0 out-of-pocket responsibility for their prescriptions covered under the PrudentRx Solution, unless the member has a health savings account (HSA). For members with HSAs: (i) for drugs listed on the plan's HDHP Preventive Drug List, the member will have a \$0 out-of-pocket responsibility for their prescriptions covered under the PrudentRx Solution; and (ii) for all other drugs, the member will have a \$0 out-of-pocket responsibility for their prescriptions covered under the PrudentRx Solution after the member's deductible has been satisfied.]**

Copay assistance is a process in which drug manufacturers provide financial support to patients by covering all or most of the patient cost share for select medications - in particular, specialty medications. The PrudentRx Solution will assist members in obtaining copay assistance from drug manufacturers to reduce a member's cost share for eligible medications thereby reducing out-of-pocket expenses. Participation in the program requires certain data to be shared with the administrators of these copay assistance programs, but please be assured that this is done in compliance with HIPAA.

If you currently take one or more specialty medications included in the PrudentRx Program Drug List, you will receive a welcome letter from PrudentRx that provides information about the PrudentRx Solution as it pertains to your medication. All eligible members must call PrudentRx at 1-800-578-4403 to register for any manufacturer copay assistance program available for your specialty medication as some manufacturers require you to sign up to take advantage of the copay assistance that they provide for their medications. If you do not call PrudentRx, PrudentRx will make outreach to you to assist with questions and enrollment. If you choose to opt out of the PrudentRx Solution, you must call 1-800-578-4403. Eligible members who fail to enroll in an available manufacturer copay assistance program or who opt out of the PrudentRx Solution will be responsible for the full amount of the 30% co-insurance on specialty medications that are eligible for the PrudentRx Solution.

If you or a covered family member are not currently taking, but will start a new medication covered under the PrudentRx Solution, you can reach out to PrudentRx or they will proactively contact you so that you can take full advantage of the PrudentRx Solution. PrudentRx can be reached at 1-800-578-4403 to address any questions regarding the PrudentRx Solution.

The PrudentRx Program Drug List may be updated periodically.

Payments made on your behalf, including amounts paid by a manufacturer's copay assistance program, for medications covered under the PrudentRx Solution will not count toward your plan deductible or out-of-pocket maximum (if any), unless otherwise required by law. Also, payments made by you for a medication that does not qualify as an "essential health benefit" under the Affordable Care Act (ACA), will not count toward your deductible or ACA out-of-pocket maximum (if any), unless otherwise required by law. **[FOR HDHP WITH HSA, REPLACE**

**PRECEDING SENTENCE WITH THE FOLLOWING:** Also, payments made by you for a medication that does not qualify as an “essential health benefit” under the Affordable Care Act (ACA), will not count toward your ACA out-of-pocket maximum (if any), unless otherwise required by law. A list of specialty medications that are not considered to be “essential health benefits” under the Affordable Care Act is available. An exception process is available for determining whether a medication that is not an “essential health benefit” under the Affordable Care Act is medically necessary for a particular individual.

PrudentRx can be reached at 1-800-578-4403 to address any questions regarding the PrudentRx Solution.



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.27.**

**11/28/2023**

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Change Order No. 1 for RFP #22-43 Generator Service

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Approve Change Order No. 1 for "RFP #22-43 Generator Service" with Marine Connection Services, Inc., dba Power Field Services of Dickinson, Texas in order to remove the Cummins 1000kw diesel courthouse generator that is no longer on site for an annual deduction of \$4,693.00 and add the new Emergency Operation Center (EOC) building as per the attached, at an annual cost of \$1,334.00.

The maintenance fees will utilize the departments' approved fiscal year 2024 operating budget.

**Power Field Services**  
1555 FM 517 west Dickinson TX 77539  
lhavis@powerfieldservices.com  
(Phone) 281-337-7683  
(Fax) 281-337-7684

**November 6, 2023**

**Brazoria County Facilities Management**

## **Summary**

**Emergency generator maintenance.**

**Location: New EOC Building**

**Model : Cummins**

**Summary:**

- 1) Level 1, Full Maintenance--\$667.
- 2) Level 2, Inspection--\$667.

**ANNUAL COST: \$1334.**

Clarifications: Billed as service is completed. Work scheduled during normal business hours, except as noted.  
Additional services, repairs & parts to be billed at the applicable rates and prices.

\*\*\*\*\*

**Prices do not include Federal, State or Local taxes which may be applicable. 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 billed separately.**

**BY: Laura Havis  
Power Field Services**

### **NOTES:**

1. This proposal is our interpretation of your requirement and includes only the items listed. Should there be other requirements or specifications, we will requote accordingly.
2. The invoice will reflect only the actual time, labor, and materials used.
3. All labor and parts not included, will be charged at our standard rates.

\*\*\*\*\*

**Quoted prices does include Federal, State or Local taxes. 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.**

# ***Power Field Services, div.***

**1555 FM 517 Dickinson, TX 77539**

**Office (281) 337-7683 Fax (281) 337-7684**

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## **Generator Scheduled Maintenance Scope of Work**

### **PM Level 1 Full Service**

- Replace engine lubricating oil and dispose of in an environmentally responsible manner.
- Replace oil filter(s), fuel filter(s), and coolant filters(s) as applicable and dispose of in like manner.
- Inspect exhaust manifold for damages, missing hardware or evidence of exhaust leakage.
- Inspect exhaust system, inspect silencer and piping for damage, corrosion or leakage. Check rain cap. Check supports for vibration damage or loose connections.
- Inspect air filter(s) and crankcase breathers. Replace (additional cost) with client's approval.
- Inspect cooling system for leaks and condition.
- Inspect and adjust belts as required.
- Natural Gas/LPG fueled engines inspect spark plug wires and ignition system for damages and excessive wear.
- Inspect fuel system for leaks or damage.
- Inspect wiring and connectors.
- Inspect battery(s) condition, electrolyte levels and specific gravity, check for corrosion and battery charger function.
- Run engine, check temperatures and pressures.
- Test governor for proper operation, stability and inspect linkage.
- Test engine safety shutdown systems.
- Test system for proper frequency/speed, voltage and amperage.
- Inspect transfer switch and perform transfer with client's approval.
- Submit a written report to client and advise of any further work required.

### **PM Level 2 Visual Inspection**

- Inspect engine lubricating oil and coolant for proper levels and condition and visually inspect unit for leaks.
- Inspect air filter(s) and crankcase breathers. Replace (additional cost) with client's approval.
- Inspect exhaust manifold for damages, missing hardware or evidence of exhaust leakage.
- Inspect exhaust system, inspect silencer and piping for damage, corrosion or leakage. Check rain cap. Check supports for vibration damage and loose connections.
- Inspect cooling system for leaks and condition.
- Inspect and adjust belts as required.
- Natural Gas/LPG fueled engines inspect spark plug wires and ignition system for damages and excessive wear.
- Inspect fuel system for leaks or damage.
- Inspect wiring and connectors.
- Inspect battery(s) condition, electrolyte levels and specific gravity, check for corrosion and battery charger function.
- Run engine, check temperatures and pressures.
- Test governor for proper operation, stability and inspect linkage.
- Test engine safety shutdown systems.
- Test system for proper frequency/speed, voltage and amperage.



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.28.**

**11/28/2023**

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Project Development Agreement with TxDOT for BC Expressway Extension

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Commissioners Court hereby approves the Project Development Agreement with TxDOT for BC Expressway Extension.

Further, that the County Judge is authorized to sign said agreement after final review by the District Attorney's Office-Civil Division.

**PROJECT DEVELOPMENT AGREEMENT**

**BRAZORIA COUNTY EXPRESSWAY EXTENSION**

**TEXAS DEPARTMENT OF TRANSPORTATION**

**BRAZORIA COUNTY, TEXAS**

**AND**

**BRAZORIA COUNTY TOLL ROAD AUTHORITY**

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**BRAZORIA COUNTY EXPRESSWAY EXTENSION  
PROJECT DEVELOPMENT AGREEMENT**

STATE OF TEXAS           §

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COUNTY OF TRAVIS       §

**THIS AGREEMENT**, by and among the **TEXAS DEPARTMENT OF TRANSPORTATION** (“TxDOT”), an agency of the State of Texas, as authorized by the Texas Transportation Commission (“Commission”), **BRAZORIA COUNTY, TEXAS** (“Brazoria County”), a political subdivision of the State of Texas, and the **BRAZORIA COUNTY TOLL ROAD AUTHORITY** (“BCTRA”), a local government corporation created pursuant to and authorized by chapter 431, subchapter D of the Texas Transportation Code (hereinafter Brazoria County and BCTRA jointly referred to as “County”), is executed to be effective when fully executed by all parties (“Agreement”).

**RECITALS**

The following recitals are a part of this Agreement:

1. State Highway 288 currently exists in Harris and Brazoria Counties, Texas as a non-tolled segment of the state highway system;
2. The Brazoria County Expressway currently exists in Brazoria County, Texas in the median of State Highway 288 from 200 feet south of the south abutment of the Clear Creek Bridge to County Road 58 as a tolled segment of the state highway system;
3. Chapter 284 of the Texas Transportation Code (the “Code”) authorizes certain counties, including Brazoria County, to construct, acquire, improve, operate, and maintain certain transportation projects;
4. Brazoria County created the Brazoria County Toll Road Authority on or about December 16, 2003 for the purpose of assisting Brazoria County with the financing, construction, and operation of toll roads in Brazoria County. For purposes of this Agreement, each entity (TxDOT on the one hand and Brazoria County and BCTRA on the other hand) shall act as one party;
5. On May 23, 2013, environmental approval was obtained for the Brazoria Project;
6. Under Section 228.011 of the Code, the County has the option to design, construct, finance, operate and maintain improvements to SH 288 within Brazoria County (the “Brazoria Project,” the details of which are described below);

7. Pursuant to Section 228.011(f) of the Code, TxDOT or the Commission may provide written notice to the County meeting the requirements of Section 228.011(e) and describing in reasonable detail the location of a toll project on or along SH 288, a projected cost estimate, sources and uses of funds, and a construction schedule;
8. If after receipt of the notice described immediately above, the County exercises the first option with respect to the toll project described in the notice, and then fails to enter into one or more contracts as described in Section 228.011(f) of the Code by the deadlines described in that provision, then the Commission or TxDOT may enter into a contract for the financing, construction, or operation of the toll project with a different entity;
9. Pursuant to Section 228.011 of the Code, the County may and does intend to, develop, construct, and operate the Brazoria Project, a toll project in the SH 288 corridor beginning at the southern terminus of the current Brazoria County Expressway and continuing southward to CR 60 (the future Grand Parkway/State Highway 99). The terminus of the Brazoria Project will be as set forth in Exhibit "A" attached hereto;
10. Pursuant to Section 228.011(b-1) of the Code, TxDOT shall assist Brazoria County in the financing, construction, and operation of the Brazoria Project, by allowing Brazoria County to use state highway right-of-way owned by TxDOT and to access the state highway system. The same provision of the Code requires Brazoria County to reimburse TxDOT for its use of the right-of-way. Section 228.011(c) of the Code requires TxDOT and Brazoria County enter into an agreement that includes reasonable terms to accommodate the use of the right-of-way by Brazoria County and to protect the interests of the Commission and TxDOT in the use of the right-of-way for operations of TxDOT, including public safety and congestion mitigation on the right-of-way.
11. The Brazoria Project will be constructed by the County on a portion of the State-Owned ROW, as more particularly described in Exhibit "A" to this Agreement, and, in accordance with Section 284.008(c), Transportation Code, the Brazoria Project will become a part of the state highway system when: (1) all of the bonds and interest on the bonds that are payable from or secured by revenues of the project have been paid by the County (or another person with the consent or approval of the County); or (2) a sufficient amount for the payment of all bonds and the interest on the bonds to maturity has been set aside by the County (or another person with the consent or approval of the County) in a trust fund held for the benefit of the bondholders. TxDOT will remain responsible for the maintenance of the non-toll lanes of SH 288 in the SH 288 corridor;
12. Chapter 284, Transportation Code, applies to a pooled project in the same manner that it applies to any other project. Brazoria County may issue bonds that are payable either in whole or in part from the revenues of the pooled project and currently intends to system finance the Brazoria Project and to pool it with the Brazoria County Expressway in accordance with Chapter 284, Transportation Code, and the County currently intends to pledge revenues of the pooled project for some or all of the purposes specified in Section 284.065(e), Transportation Code, including specifically, to pay bonds issued to finance capital improvements to the Brazoria Project;

13. In developing and constructing the Brazoria Project, the County expects to use the design-bid-build delivery methodology, and expects to finance the development and construction, and to own and operate the project, through BCTRA;
14. TxDOT has determined that the State will receive substantial benefits from toll road projects to be constructed, operated and maintained by the County, and as provided in this Agreement, through the authorization to use State-Owned ROW by the County for such purposes;
15. In Minute Order 114768 dated November 17, 2016, the Commission approved the Brazoria County Expressway as a toll project, and approved the connection of the Brazoria County Expressway to the state highway system;
16. The County's construction, maintenance, and operation of the Brazoria Project shall comply with the requirements of applicable state and federal law;
17. One purpose of this Agreement is to protect the interests of the Commission and TxDOT in the use of right-of-way for operations of the department, including public safety and congestion mitigation on the right-of-way;
18. Sections 201.209, 222.103, 228.002, 228.011, 284.003, 284.006, and 284.063 of the Code, along with chapter 791 of the Texas Government Code, authorize agreements between TxDOT and certain governmental entities, including counties, pertaining to the design, construction, financing, operation, ownership, and maintenance of highways;
19. TxDOT wishes to transfer to the County, pursuant to Section 228.011 of the Code, rights to use a portion of the State-Owned ROW, as that term is defined below; however, TxDOT will remain responsible for maintenance of the non-toll lanes of SH 288 in the SH 288 corridor;

## **TERMS OF AGREEMENT**

**NOW, THEREFORE**, in consideration of these premises and of the mutual covenants and promises of the parties as described in this Agreement, TxDOT, Brazoria County, and BCTRA agree as follows:

### **1. Definitions**

**Agreement** means this Project Development Agreement.

**Brazoria Project** means the development, design, construction, financing, operation, and maintenance of improvements in the median of SH 288 from County Road ("CR") 58 to CR 60 (future SH 99), to include two northbound toll lanes and two southbound toll lanes, separated from the general purpose lanes by a hard barrier such as a concrete traffic barrier. The northern terminus of the Brazoria Project is the southern terminus of the existing portion of the Brazoria County Expressway or CR 58. The term includes the structures and pavement for all access points permitted under this Agreement. The term also includes the right of the County to use a portion of

the State-Owned ROW, as described in more detail herein, but does not include title to any of the State-Owned ROW, which shall remain with TxDOT. The Brazoria Project extends from one hard barrier between the toll lanes and the general purpose lanes to the other hard barrier between the toll lanes and the general purpose lanes, inclusive of the hard barriers themselves, but excludes the general purpose lanes and the frontage roads within the SH 288 Corridor.

**Effective Date** means the date this Agreement is fully executed by all parties.

**Environmental Documents** means, as applicable, an environmental assessment, an environmental impact statement, a categorical exclusion, a Finding of No Significant Impact, a Record of Decision, any re-evaluation of an environmental assessment, any decision in connection therewith, any environmental permit or related authorization or decision, and/or any other environmental commitments or obligations, as they may relate to the Brazoria Project.

**SH 288 Mainlanes and Frontage Roads** means the general purpose lanes and frontage roads along the SH 288 Corridor, in Brazoria County, as they exist currently and as they may exist in the future.

**State-Owned ROW** means all right of way owned by the State in the existing footprint of SH 288.

## **2. Brazoria Project Description and Overview**

- a. The County will provide and be responsible for the design, construction, financing, operation and maintenance of the Brazoria Project, in accordance with and subject to the terms of this Agreement.
- b. The County is hereby authorized to use and will be allowed to utilize a portion of the State-Owned ROW for the construction, operation and maintenance of the Brazoria Project, all as described in attached Exhibit "A," provided that such uses will comply with the requirements of applicable state and federal law and will not impair the interests of TxDOT and the Commission in the use of the State-Owned ROW for operations of the department, including public safety and congestion mitigation on the State-Owned ROW. The County agrees that its use of the State-Owned ROW will not damage, impair safety, impede maintenance, or otherwise restrict operation of the SH 288 Mainlanes and Frontage Roads.
- c. Upon completion, the Brazoria Project and the facilities and structures comprising the Brazoria Project will be owned by the County, and the County will be responsible for the operation and maintenance of the project and such facilities, provided, however, in planning and making policies, the Commission shall consider for incorporation into the State highway system the Brazoria Project as a turnpike that another governmental entity is authorized to construct. TxDOT will retain title to all of the State-Owned ROW, subject to the rights to use the State-Owned ROW transferred to the County herein.
- d. The Brazoria Project will be developed to include two northbound toll lanes and two southbound toll lanes including the barrier separation, and will be located

between the existing northbound and southbound general purpose mainlanes.

- e. Subject to applicable environmental approvals, access to the Brazoria Project will be provided at the following locations:
  - (1) The south terminus of the toll lanes between the SH 288 crossing of CR 60 and CR 63 via ramps to and from the SH 288 general purpose lanes; and
  - (2) Access ramps from the SH 288 general purpose lanes to the toll lanes at approximately the vicinity of CR 57, CR 56, CR 48, and CR 58; and
  - (3) To and from SH 6 intersection with the SH 288 via entrance and exit ramp bridges located north of SH 6 (which may be developed in phases or with the initial segment).
  - (4) Access may be provided at such additional locations as may be agreed to by the County and TxDOT.

All such access points shall be part of the Brazoria Project, owned by the County, and shall be developed, constructed, operated and maintained at the County's cost.

### **3. Funding, Financing, Construction, and Operation**

- a. Pursuant to Section 228.011 of the Code, the County has the primary responsibility for the financing, construction, and operation and maintenance of the Brazoria Project. This provision shall survive the termination of this Agreement, subject to the transfer and handback requirements in Section 8. The County will have sole authority and responsibility for the selection of underwriters, investment bankers, financial advisors, legal counsel and other consultants retained in connection with the financing and procurement of the Brazoria Project.

### **4. Environmental and Right of Way**

#### **a. Responsibilities of the County**

##### **(1) Environmental**

(a) The development of the Brazoria Project shall comply with the Environmental Documents, and with all applicable federal and state environmental laws, including the National Environmental Policy Act of 1969, the National Historic Preservation Act of 1966, the Clean Water Act, the Endangered Species Act, 43 TAC §2.50, and the Natural Resources Code, Chapter 191. The County is responsible for all environmental mitigation, remediation, permits, and compliance identified in the Environmental Documents with respect to the Brazoria Project.

(b) The County will promptly advise TxDOT of any proposed design, construction, or operational changes or issues that may impact commitments in the Environmental Documents or that may require additional environmental documents or approvals.

(c) The County will pay for, and take the lead on, any environmental re-evaluation that pertains to the Brazoria Project or to any environmental approval needed for any reconfiguration including ramp additions or deletions, extension of or addition to the Brazoria Project.

(d) The County will be responsible for managing, treating, handling, storing, remediating, removing, transporting (where applicable) and disposing of all hazardous materials, including contaminated groundwater, encountered or discovered in connection with the development, design, construction, operation, and/or maintenance of the Brazoria Project, including where such hazardous materials might be found in or on that part of the State-Owned ROW used for the Brazoria Project, in accordance with applicable law and governmental approvals.

(2) **Right of Way**

(a) Within ten (10) business days of the Effective Date of this Agreement, the County shall make payment in the amount of \$\_\_\_\_\_ to TxDOT as reimbursement under Section 228.011 of the Code, for the use by the County of portions of the State-Owned ROW, inclusive of air space, for the development, construction, operation and maintenance of the Brazoria Project. This amount equals (a) TxDOT's actual costs to acquire right-of-way transferred to the County for use in the Brazoria Project, or (b) an amount equal to the average actual historical right-of-way acquisition values for comparable right-of-way located in proximity to the Brazoria Project on the date of original acquisition of the right-of-way.

(b) Notwithstanding the foregoing, TxDOT shall have the right to use and have access over, across, and on the Brazoria Project and the State-Owned ROW as may be necessary or desirable to enable TxDOT to cause the SH 288 Mainlanes and Frontage Roads to be constructed, maintained, and operated without paying any additional compensation therefore. In exercising such right, TxDOT shall cooperate with the County to lessen the impact of such uses on the County's construction, operation, and maintenance of the Brazoria Project. For any maintenance, construction or other repairs, other than emergency repairs, TxDOT shall provide at least 48 hours written notice to the County prior to exercising its rights under this paragraph.

b. **Responsibilities of TxDOT**

(1) **Right of Way**

(a) As provided in Section 228.011 of the Code, and subject to Section 4.a.(2) of this Agreement, TxDOT will transfer to the County the rights, inclusive of air space, to use a portion of the State-Owned ROW for the construction, operation and maintenance of the Brazoria Project, all as described in attached Exhibit "A," provided that such uses will comply with the requirements of applicable state and federal law and will not impair the interests of TxDOT and the Commission in the use of the State-Owned ROW for operations of the department, including public safety and congestion mitigation on the State-Owned ROW. Such right shall include, but not be limited to, the right to use a portion of the State-Owned ROW for the storage of equipment and materials used by the County in the maintenance of the Brazoria Project. The location of any such storage site shall be by agreement between TxDOT and the County.

(b) Subject to the rights of use transferred to the County (which shall include air rights), TxDOT will retain ownership of all of the State-Owned ROW, including those portions which the County has the right to use, and will further retain ownership of the SH 288 Mainlanes and Frontage Roads.

## **5. Design and Construction**

### **a. Responsibilities of the County**

- (1) Subject only to the terms of this Agreement, the County has responsibility for the design and construction of the Brazoria Project. The County is responsible for the timely development of the plans, specifications and construction of the Project, including all required and remaining utility relocations and/or adjustments, and all costs associated therewith.
- (2) Plans and specifications developed by the County for the Brazoria Project are and shall be in accordance with the standards required by TxDOT as defined in 43 TEX. ADMIN. CODE §27.51. In the absence of applicable standards in the Code or the TxDOT design standards, the plans and specifications must be in compliance with the American Association of State Highway and Transportation Officials (“AASHTO”) standards. All plans and specifications have been and shall be developed in accordance with the design criteria for functional classification and design speed as shown on the approved ultimate schematics as prepared with the SH 288 (US 59 to CR 60) Environmental Assessment which obtained a Finding of No Significant Impact on May 23, 2013, unless modified by an environmental reevaluation or approved design deviation. The County may request a design deviation from TxDOT subject to Sections 4 and 5 of this Agreement.
- (3) Plans and specifications for the Brazoria Project conform to the latest version of TxDOT’s Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, and to the Texas Manual of Uniform Traffic Control Devices (TMUTCD). However, the Executive Director of TxDOT or designee may approve use of alternative specifications if the alternative is determined to be sufficient to ensure the quality and durability of the finished product for its intended use and the safety of the traveling public. All signing for the Brazoria Project within the State-Owned ROW shall conform to TMUTCD standards for toll/managed lane facilities.
- (4) The County shall submit to TxDOT plans and specifications for the Brazoria Project at the 30% and 90% phases.
- (5) Brazoria County will provide to TxDOT the Construction Plans and Specifications. TxDOT will have 14 calendar days to review and comment should it have any issues.

- (6) The County shall be responsible for construction of the Brazoria Project in accordance with the latest version of TxDOT's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, and the County shall be responsible for oversight and field inspection of construction activities, including the cost for such inspections and associated testing services, to verify conformance with the plans and specifications for the Brazoria Project.
- (7) Field changes to the Brazoria Project which would impact operation or maintenance of the SH 288 Mainlanes and Frontage Roads shall be submitted to TxDOT for approval prior to being accomplished. Should the County wish to accept any nonconforming work, TxDOT shall be advised of the nonconforming work and shall have final approval of the decision to accept such work.
- (8) Upon completion of construction of the Brazoria Project, the County shall issue to TxDOT a Certificate of Final Completion, showing the date of final completion and certifying that the Brazoria Project has been constructed according to approved plans and specifications. At the earliest possible date thereafter, the County will deliver to TxDOT the final sets of plans and specifications (the "As-Builts").
- (9) All work and costs related to relocation, adjustment, or removal of existing utilities necessary to resolve conflicts and allow for construction of the Brazoria Project, other than those costs required to be borne by the utilities, shall be the responsibility of the County, including without limitation the identification of existing utilities and coordination with utility owners to secure relocation, adjustment, or removal of those facilities.
- (10) All utility relocations and/or adjustments shall be in accordance with applicable state and federal laws, regulations, rules, policies, and procedures, including 43 TAC §21.31 et seq. (Utility Accommodation) and 23 CFR Chapter 1, Part 645. TxDOT acknowledges that utility relocation, adjustment, or removal activities may be undertaken on the County's behalf by its contractor, in which case the County shall be responsible for assuring that the contractor carries out all such relocation, adjustment, and removal activities in a manner consistent with applicable laws and administrative regulations.
- (11) The County will be responsible for the management of traffic and design and implementation of traffic control plans during construction in accordance with applicable laws and regulations, and will submit proposed traffic control plans and documents to TxDOT for review and approval. Traffic control plans shall provide for maintaining the same number of operating general purpose lanes as currently exists from the hours of 5:00 am to 9:00 am and from 3:00 pm to 7:00 pm on weekdays. Any proposed reduction in the number of operating general purpose lanes shall be subject



to TxDOT's prior written approval.

- (12) TxDOT personnel will be permitted to review all proposed change orders, design and construction deviations, non-conformance reports, and notices of design change to the extent such changes impact operation or maintenance of the SH 288 Mainlanes and Frontage Roads. TxDOT will provide comments within fourteen (14) calendar days of receipt of such documents. If no comments are provided within that time period, it will be deemed that TxDOT has provided no comments to such instruments.

## **6. Operations and Maintenance**

### **a. Responsibilities of the County**

- (1) Subject to the terms of this Agreement, the County will be responsible for the operation and maintenance of the Brazoria Project from and after substantial completion of the Brazoria Project. TxDOT and the County agree that the Brazoria Project will be operated and maintained by the County. The County agrees to maintain and operate the Brazoria Project in a manner suitable to relevant standards and acceptable procedures similar to those TxDOT uses on state facilities to include TxDOT's Maintenance Management Manual, Maintenance Operations Manual, and Roadside Vegetation Manual; as well as in accordance with the terms of the bond indenture or other financing instrument pursuant to which bonds or other obligations payable from revenues of the Brazoria Project are issued (the "Indenture").
- (2) The County's maintenance obligation includes all routine maintenance, along with all capital maintenance and capital improvements, including, but not limited to:
  - (a) Bridge repair and rehabilitation
  - (b) Pavement repair and rehabilitation
  - (c) Concrete traffic barrier repair, replacement, and rehabilitation
  - (d) Sign/lighting/stripping repair, replacement and rehabilitation
  - (e) Signal installation, repair, replacement, including coordination with cities, and
  - (f) Toll equipment repair and replacement.
- (3) The County will be responsible for the promulgation and enforcement of safety and operational standards for the Brazoria Project, including the determination, posting and enforcement of speed limits. The County will be responsible for all traffic management and safety operations on the Brazoria

Project, to include:

- (a) police services
  - (b) wrecker services
  - (c) incident response
  - (d) lane closure, and
  - (e) emergency evacuation coordination.
- (4) The County will provide TxDOT a minimum fourteen (14) day advance written notice of all planned maintenance or other activity which will or may impact traffic on the SH 288 Mainlanes and Frontage Roads, which notice will include information regarding any expected lane closures. In the event of a condition requiring emergency maintenance operations, the County may perform that maintenance immediately, and shall notify TxDOT within two (2) hours or as soon as reasonably possible of the beginning of that maintenance that such emergency maintenance operations are being performed. The County shall use its best efforts to coordinate with TxDOT on the status of such emergency maintenance operations and to minimize disruption to traffic on the SH 288 Mainlanes and Frontage Roads, until all such maintenance activities are complete and the facility is fully operational.
- (5) It is understood and agreed that the operation of the Brazoria Project may by necessity be curtailed temporarily in the event of damage caused by flood, accidents or other similar causes. In that event, the County shall be responsible for repairing any damage to the Brazoria Project. The County will do everything reasonable to provide for rapid and timely repairs to those portions which are damaged to ensure that the operation of the facility will be reinstated as soon as possible.
- (6) The County will coordinate with the Office of the Governor of Texas regarding emergency declarations or waivers of tolls on the Brazoria Project during declared emergency evacuations. Any such toll waivers during declared emergencies shall be the responsibility of the County.
- (7) The County shall operate and maintain the Brazoria Project so as to minimize impacts on the ongoing operation and maintenance on SH 288 Mainlanes and Frontage Roads. In the event that TxDOT determines that the County's operation of the Brazoria Project materially interferes with or adversely affects the construction, maintenance, operation, and/or use of the SH 288 Mainlanes and Frontage Roads, TxDOT will consult with the County, and such modifications or remedial actions acceptable in good faith to both parties for the continued operation of the Brazoria Project will be accomplished and shall be done at the sole expense of the County.

**b. Responsibilities of TxDOT**

- (1) TxDOT will provide all routine and capital maintenance for all facilities and structures within the SH 288 Corridor, not including the Brazoria Project.
- (2) TxDOT will provide the County with a minimum fourteen (14) day advance written notice of all planned maintenance or other activity which will or may impact traffic or revenues on the Brazoria Project, which notice will include information regarding any expected lane closures. In the event of a condition requiring emergency maintenance operations, TxDOT may perform that maintenance immediately, and shall notify the County within two (2) hours or as soon as reasonably possible of the beginning of that maintenance that such emergency maintenance operations are being performed. TxDOT shall use its best efforts to coordinate with the County on the status of such emergency maintenance operations and to minimize disruption to traffic on the SH 288 Mainlanes and Frontage Roads, and also to minimize disruption to traffic and revenues on Brazoria Project, until all such maintenance activities are complete and the facility is fully operational.
- (3) It is understood and agreed that the operation of the SH 288 Mainlanes and Frontage Roads may by necessity be curtailed temporarily in the event of damage caused by flood, accidents or other similar causes. In that event, TxDOT shall be responsible for repairing the damaged facility. TxDOT will do everything reasonable to provide for rapid and timely repairs to those portions which are damaged to ensure that the operation of the facility or facilities will be reinstated as soon as possible.
- (4) TxDOT will perform all state and federally required inspections for bridges and other structures on or along the Brazoria Project, but not including overhead toll gantries, tolling signs, and related structures and facilities, which shall be the responsibility of the County to inspect. The County agrees to provide to TxDOT access to the Brazoria Project as needed to conduct such inspections, and also to provide to TxDOT other information, materials, and assistance as needed to conduct such inspections.

**7. Tolls and Tolling**

**a. Toll Equipment**

- (1) The County (either itself or through its contractor) will be responsible for the installation, oversight, testing, commissioning, maintenance, and operation of the toll collection and back-office systems for the Brazoria Project, including all associated hardware and software. The County will design and construct the toll equipment on the Brazoria Project so that it will be interoperable and will accommodate existing toll interoperability agreements between TxDOT and other local agencies including the Harris

County Toll Road Authority, METRO, and the Fort Bend County Toll Road Authority.

**b. Toll Rates and Policy**

- (1) County intends to set its toll rates based upon transportation studies, financing requirements, and the BCTRA Toll Rate Setting Policy.

**c. Toll Collection**

- (1) The County will have the exclusive right at all times to enforce and collect tolls from the users of the toll lanes of the Brazoria Project, and to retain those toll revenues.
- (2) The County will be responsible for providing and managing toll collection, violation processing and collection (including all necessary enforcement proceedings), revenue handling and accounting, and customer service with respect to the Brazoria Project.

**8. Transfer of Brazoria Project to TxDOT; Handback Requirements**

a. Section 284.008(c), Transportation Code, provides that a project will become a part of the state highway system when: (1) all of the bonds and interest on the bonds that are payable from or secured by revenues of the project have been paid by the issuer of the bonds (or another person with the consent or approval of the issuer); or (2) a sufficient amount for the payment of all bonds and the interest on the bonds to maturity has been set aside by the issuer (or another person with the consent or approval of the issuer) in a trust fund held for the benefit of the bondholders. At the time the Brazoria Project becomes part of the state highway system pursuant to Section 284.008(c) of the Code, Brazoria County and BCTRA agree to convey to TxDOT all of their right, title, and interest in the Brazoria Project pursuant to a deed without warranty of title.

b. Prior to and in connection with the transfer of the Brazoria Project to TxDOT in accordance with Section 284.008(c), Transportation Code, Brazoria County and BCTRA agree to comply with the handback requirements as contained in Exhibit “B”.

**9. Public Information Act**

**a. Confidentiality**

- (1) The parties understand and agree that each of them is subject to the requirements of the Public Information Act (“PIA”), and that all statements and agreements contained herein, and all future agreements entered into in furtherance of this Agreement, respecting the confidentiality of documents and other information, are subject to and limited by the requirements of the PIA. In the event that a request is made under the PIA for documents in the possession of one party which came from the other party, and the party from which the documents came contends they contain confidential and/or proprietary information, then the party possessing those documents agrees

to take such steps as are reasonable and necessary, and allowed under the PIA, to protect those documents from public disclosure. The party from whom the documents originated agrees to bear the expenses incurred by the party resisting the disclosure of the documents.

- (2) Neither party shall be liable to the other for any disclosure of documents required under the PIA, notwithstanding that such disclosure may be contrary to the terms of this Agreement or the terms of any future agreement entered into in furtherance of this Agreement.

## **10. Default**

Default shall occur only in the event either party fails to comply to its respective obligations hereunder. In such event, the non-defaulting party shall give the defaulting party written notice of the condition of default. The defaulting party may cure such default within thirty (30) days from and after date of receipt of notice of default; provided that if the default is of such a nature that the cure cannot with diligence be completed within such time period, and the defaulting party has commenced meaningful steps to cure promptly after receiving the notice of default, the defaulting party shall have such additional period of time, up to a maximum cure period of one hundred twenty (120) days, as is reasonably necessary to diligently effect cure. In the event of failure to cure such default within the time periods provided in this section, the non-defaulting party may thereafter notify the defaulting party of its intent to terminate this Agreement. This Agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

## **11. Termination**

- a. This Agreement may be terminated upon the occurrence of any of the following conditions:
  - (1) by written, mutual agreement and consent of the parties hereto;
  - (2) by either party hereto, upon the default of the other party, according to the process set forth above;
  - (3) by the County, in the event available funding is not sufficient to construct the Brazoria Project based on bids received from prospective contractors or in the event that cost of requirements for environmental mitigation, remediation or compliance are in excess of funding available to the County for the Brazoria Project and no additional funding can be secured;
  - (4) by written notice of termination from TxDOT to the County, in the event that (i) TxDOT acquires the right, pursuant to Section 228.011 of the Code (or any similar or successor statutory provision governing the relative rights of TxDOT and local entities to develop toll projects), to enter into a contract for the financing, construction, or operation of the Brazoria Project; or (ii) the Brazoria Project becomes part of the State Highway System pursuant to 284.008(c) of the Code; or

- (5) by written notice of termination from TxDOT to the County, in the event that the County at any time cancels or abandons the Brazoria Project.
- b. Notwithstanding anything to the contrary herein, the County shall maintain, and shall have the right to operate toll facilities and collect toll revenue on the Brazoria Project, so long as the bonds or other obligations secured by toll revenue from the Brazoria Project remain outstanding.

**12. Miscellaneous**

a. **Notices.** All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or registered U.S. Mail, postage prepaid, addressed to such party at the following respective addresses:

To the County at:  
L.M. "Matt" Sebesta, Jr., P.E.  
Brazoria County Judge  
111 E. Locust, Suite 102A  
Angleton, TX 77515  
matts@brazoriacountytx.gov

With a copy to:  
Matt Hanks, J.D., P.E.  
Brazoria County Engineer  
451 N. Velasco, Suite 230  
Angleton, TX 77515  
matth@brazoriacountytx.gov

To TxDOT at:

Texas Department of Transportation  
Project Finance, Debt and Strategic Contracts Division  
125 E. 11th Street  
Austin, TX 78701  
Attn: Benjamin Asher  
Email: Benjamin.Asher@txdot.gov

with a copy to:

Texas Department of Transportation  
Strategic Projects Office  
Houston District  
P.O. Box 1386  
Houston, TX 77251  
Attn: Varuna Singh  
Email: Varuna.Singh@txdot.gov

b. **Legal Construction.** In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such provision shall, to the fullest extent permitted by law, be reformed to effectuate the intention of the parties expressed in such provision. To the extent that it cannot be so reformed, that invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

c. **Insurance.** To the extent that this Agreement authorizes the County or its contractor to perform any work on TxDOT right of way, before beginning work the entity performing the work shall provide TxDOT with a fully executed copy of TxDOT's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on TxDOT right of way. This coverage shall be maintained until all work on TxDOT right of way is complete. If coverage is not maintained, all work on TxDOT right of way shall cease immediately, and TxDOT may recover damages and all costs of completing the work.

d. **Hold Harmless.** To the extent permitted by law, each party shall save harmless the other party and its officers, employees, and consultants from all claims and liability due to the materials or activities of the first party, its agents, or employees, performed under this Agreement that are caused by or result from error, omission, or negligent act of the first party or of any person employed by the first party.

e. **Force Majeure.** Each party shall be excused from any delay in or failure of its performance hereunder, which are caused by the following:

- (1) aircraft or railroad-train incident;
- (2) acts of God, such as earthquake, tidal wave, tornado, hurricane, flood, or other cataclysmic phenomena;
- (3) terrorism;
- (4) war or other national emergency; or
- (5) events or occurrences beyond the reasonable control of that party.

f. **Amendments.** Any changes in the character, agreement, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by the County and TxDOT.

g. **Successors and Assigns.** This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors, including without limitation any successor agency to the County. TxDOT is permitted, without the consent of the County, to assign its interests in this Agreement to a successor agency or entity, which successor agency or entity exercises essentially the same rights and powers as are currently exercised by TxDOT. Other than as provided in the preceding sentence or otherwise in this Agreement, neither TxDOT nor the County shall assign, sublet, or transfer its interest in this Agreement without the prior written

consent of the other party to this Agreement, unless otherwise provided by law. Notwithstanding the preceding, TxDOT shall provide written notice of any assignment to the County.

h. **Relationship of the Parties.** Except for the limited purposes expressly stated herein, nothing in this Agreement shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent between TxDOT, Brazoria County, and/or BCTRA. Further, nothing in this Agreement, or the performance thereof by the parties, shall constitute a joint enterprise or partnership between TxDOT, Brazoria County, and/or BCTRA.

TxDOT agrees to directly undertake all its obligations under this Agreement or to cause such obligations to be undertaken by a third party as TxDOT may reasonably determine. The County agrees to directly undertake all its obligations under this Agreement or to cause such obligations to be undertaken by its contractor for the Brazoria Project or another third party as County may reasonably determine.

i. **Representations and Warranties.** Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder; that this Agreement has been duly authorized by all necessary action of that party; and that each signatory on behalf of that party is fully authorized to bind that entity to the terms of this Agreement.

j. **Limitations.** All covenants and obligations of TxDOT and the County under this Agreement shall be deemed to be valid covenants and obligations of said entities, and no officer, director, or employee of TxDOT or the County shall have any personal obligations or liability hereunder.

k. **Sole Benefit.** This Agreement is entered into for the sole benefit of TxDOT and the County and their respective successors and permitted assigns. Nothing in this Agreement or in any approval subsequently provided by either party hereto shall be construed as creating any liability in favor of any third party or parties against either TxDOT or the County, relieving any third party or parties from any liabilities of such third party or parties to TxDOT or the County, or giving any benefits, rights, remedies, or claims to any other public or private person, firm, corporation or other entity.

l. **Interpretation.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.



**TEXAS DEPARTMENT OF  
TRANSPORTATION**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**BRAZORIA COUNTY, TEXAS**

By: \_\_\_\_\_

L.M. "MATT" SEBESTA, JR.

County Judge

Date: \_\_\_\_\_

**BRAZORIA COUNTY TOLL ROAD  
AUTHORITY**

By: \_\_\_\_\_

GARY IDOUX

Chairman

Date: \_\_\_\_\_

**EXHIBIT A**

**MAP OF BRAZORIA PROJECT SHOWING STATE OWNED ROW**

**EXHIBIT B**

**HANDBACK REQUIREMENTS**

## **HANDBACK REQUIREMENTS**

### **1. Handback Requirements**

The County must prepare a Handback Plan that contains the methodologies and activities to be undertaken or employed to meet the requirements of TxDOT at the time the County transfers the Brazoria Project to TxDOT (“Handback” or the “Handback Date”) pursuant to Section 8 of the Agreement. County must submit the Handback Plan, including a Residual Life Methodology Plan, to TxDOT for review at least 48 months before the anticipated Handback Date. The Parties will resolve comments to allow TxDOT approval of the Residual Life Methodology Plan at least 36 months before the anticipated Handback Date. The Residual Life Methodology Plan must include all elements that are part of the Brazoria Project, including entrance and exit ramps and associated structures (collectively, the “Elements”). The County is responsible for performing, at its expense, all work necessary so that the Brazoria Project meets the Residual Life Requirements specified in the Handback Plan on the Handback Date.

Table 1, Residual Life Requirements, defines the Residual Life at Handback which the Elements must have at Handback. For any Element in Table 1, where a Residual Life at Handback is specified, the Residual Life at Handback must be equal to or greater than the period set forth. The time period of the Required Final Residual Life as noted in Table 1 begins at Handback Date. For any Element of the Brazoria Project for which a Residual Life at Handback is not specified in Table 1, the Residual Life at Handback for the Element must equal the documented serviceable life of the Element or five (5) years, whichever is less.

### **2. Residual Life Inspections**

(a) Once the County determines and notifies TxDOT of the intent to transfer the facility to TxDOT, the County will perform Residual Life Inspections within the Brazoria Project. The Residual Life Inspections will include all Elements within the Brazoria Project regardless of whether the County has undertaken Renewal Work for a particular Element in the period prior to any Residual Life Inspection. The County will prepare and submit to TxDOT a plan for conducting three (3) Residual Life Inspections over the course of 36 months prior to the Handback Date. TxDOT must be given the opportunity to witness any of the inspections and/or tests. The County must deliver to TxDOT, within ten (10) calendar days after it is created, the output data arising from any testing and any interpretation thereof made by the testers. Within thirty (30) days following performance of each Residual Life Inspection, the County must submit to TxDOT the findings of the inspection, Residual Life test results and Residual Life calculations. County must perform Residual Life Inspections and testing with appropriate coverage such that the results are representative of the whole Brazoria Project as described in Table 1.

(b) The Residual Life Methodology Plan must contain the evaluation and calculation criteria to be adopted for the calculation of the Residual Life at Handback for all Elements of the Brazoria Project. The scope of any Residual Life testing must be included, together with a list of all independent Residual Life testing organizations, proposed by the County.

(c) TxDOT’s written approval of the Residual Life Methodology Plan, including the scope and schedule of inspections, is required before commencement of Residual Life Inspections.

- (d) County must perform all Work necessary to meet or exceed the Residual Life requirements contained in Table 1 by the time of Handback of the Brazoria Project to TxDOT.
- (e) At the point of Handback, the County must certify in writing to TxDOT that all physical Elements of the Brazoria Project meet or exceed their respective Residual Life requirements.
- (f) Between thirty-six (36) and thirty-three (33) months prior to the Handback Date, the County must perform the first Residual Life Inspection (the First Inspection), including all Elements set forth in Table 1. Within thirty (30) calendar days following performance of the First Inspection, the County must submit to TxDOT the First Inspection Report which must contain the findings of the inspection, including Residual Life test results, the report of the independent testing organization(s), and County calculation of the Residual Life at Handback for all Elements.
- (g) Between twenty-one (21) and eighteen (18) months prior to the Handback Date, the County must perform the second Residual Life Inspection (the Second Inspection) including all Elements within the Brazoria Project, regardless of whether the County has undertaken Renewal Work for a particular Element in the period since the First Inspection. Within thirty (30) calendar days following performance of the Second Inspection, County must submit the Second Inspection Report to TxDOT, which must contain the findings of the inspection.
- (h) Between twelve (12) and six (6) months before the Handback date, the County must perform a final Residual Life Inspection (the Final Inspection) including all Elements within the Brazoria Project, regardless of whether the County has undertaken Renewal Work for a particular Element in the period since the First Inspection. Within thirty (30) calendar days following performance of the Final Inspection, the County must submit the Final Inspection Report to TxDOT, which must contain the findings of the inspection.

**Table 1 Residual Life Requirements  
for Brazoria Project**

Element Category	Required Final Residual Life (yrs)	Element Category	Required Final Residual Life (yrs)	Element Category	Required Final Residual Life (yrs)
<b>Structures</b>		<b>Road Pavement</b>		<b>Ancillary</b>	
Reinforced concrete	50	Main lanes	10	Earthwork slopes	50
Pre-stressed concrete	50			Metal beam guard rail	10
Structural steelwork	50	Frontage/access roads	10	Concrete barrier	20
Weathering steel	50	Toll plaza approaches	10	Impact attenuators	*
Corrugated steel	20			Lighting columns	10
Corrosion protection for structural steelwork	10	High mast lighting	10	High mast lighting Overhead signs	10
Deck surfacing	10			Traffic signal housing and mountings	10
Deck joints	10			Fences	10
Bearings	30			Manhole covers, gratings, frames, and boxes	50
Railing	50	<b>Toll Collection and TM Facilities</b>	<b>N/A</b>	curbs and gutters	10
Sign/signal gantries	30			Lanterns (lamps/luminaires)	*
Retaining walls	25	<b>Drainage</b>		Roadside traffic signs	*
Noise Walls	25	Underground storm sewer systems	50	Pavement markings	*
Traffic signal poles	10	Culverts	50	Delineators	*
		Ditches	10		
		Inlets	50		

\*See attached description of conditions at Handback

### **3. Description of Conditions at Handback**

The County agrees that it will perform, at its expense, all work necessary so that the Brazoria Project meets the requirements shown below on the Handback Date.

#### **3.1 Graffiti:**

Graffiti is removed in a manner and using materials that restore the surface to a like appearance similar to adjoining surfaces.

#### **3.2 Guardrails and Safety Barriers**

All guardrails, safety barriers, concrete barriers, etc. are free of defects. They are appropriately placed and correctly installed at the correct height and distance from roadway or obstacles. Installation and repairs shall be carried out in accordance with the requirements of NCHRP 350 standards.

#### **3.3 Impact attenuators**

All impact attenuators are appropriately placed and correctly installed, and functional, free from structured defects.

#### **3.4 Traffic, Toll, and Guide Signs**

- a. Signs are clean, correctly located, clearly visible, legible, reflective, at the correct height and free from structural and electrical defects.
- b. Identification markers are provided, correctly located, visible, clean and legible.
- c. Sign mounting posts are vertical and structurally sound.
- d. All break-away sign mounts are clear of silt or other debris that could impede break-away features and shall have correct stub heights.
- e. Obsolete and redundant signs are removed or replaced as appropriate.
- f. Visibility distances meet the stated requirements.
- g. Sign information is of the correct size, location, type and wording to meet its intended purpose and any statutory requirements.
- h. All structures and elements of the signing system are free from debris and have clear access provided.
- i. Dynamic message signs are in an operational condition.

##### **3.4.1 General – Safety critical signs**

Requirements as above, plus: “Stop,” “Yield,” “Do Not Enter,” “One Way” and “Wrong Way” signs are clean, legible and undamaged.

#### **3.5 Drainage**

Pipes and Channels:

- a. Each element of the drainage system is functioning by cleaning, clearing and/or emptying as appropriate from the point at which water drains from the travel way to the outfall or drainage way.
- b. Drainage treatment devices: drainage treatment and balancing systems, flow and spillage control devices function correctly and their location and means of operation is recorded adequately to permit their correct operation in emergency.
- c. Travel Way: The travel way is free from water to the extent that such water would represent a hazard by virtue of its position and depth.
- d. Discharge systems: surface water discharge systems perform their proper function and discharge to groundwater and waterways complies with the relevant legislation and permits.
- e. Drainage pathways through and around concrete traffic barriers that are located between the toll/managed lanes and general purpose lanes, are maintained in their proper function and clean to

avoid ponding that impacts the travel way for the toll/managed lanes and the general purpose lanes.

### **3.6 Roadway Lighting - General**

- a. All lighting is free from defects and provides acceptable uniform lighting quality.
- b. Lanterns are clean and correctly positioned.
- c. Lighting units are free from accidental damage or vandalism.
- d. Columns are upright, correctly founded, visually acceptable and structurally sound.
- e. All obstruction lights are present and working (if required).
- f. Compartment door is secure with all bolts in place.

### **3.7 Performance Requirements for Pavements**

#### **3.7.1 Pavement Condition Rating System**

Unless stated otherwise, measurements shall be conducted using procedures, techniques, and measuring equipment consistent with a TxDOT approved Pavement Management Rating System.

##### Measurement:

Pavement Condition Score for 80% of Auditable Sections exceeding:

- Mainlanes and ramps – CRS = 7.5 - 100%

#### **3.7.2 Pavement Ruts – Mainlanes, Shoulders & Ramps**

Depth as measured using an automated device in compliance with TxDOT Standards. 10ft straight edge used to measure rut depth for localized areas.

##### Measurement:

Percentage of wheel path length with ruts greater than ¼” in depth in each Auditable Section:

- Mainlanes, shoulders and ramps – 3% - Nil
- Frontage roads – 10% - Nil

Depth of rut at any location greater than 0.5” – Nil

#### **3.7.3 Pavement Ride Quality**

Measurement of International Roughness Index (“IRI”) according to TxDOT standard Tex-1001-S, Operating Inertial Profilers and Evaluating Pavement Profiles.

To allow for measurement bias, an adjustment of -10 (minus ten) is made to IRI measurements for concrete pavements before assessing threshold compliance.

Renewal work and new construction subject to construction quality standards.

##### Measurement:

For 80% of all Auditable Sections measured, IRI throughout 98% of each Auditable Section is less than or equal to:

- Mainlanes, ramps – 95\*\* inches per mile
- IRI measured throughout 98% of each lane containing a bridge deck in any Auditable Section, 0.1 mile average – 200\*\* inches per mile
- Individual discontinuities greater than 0.75” – Nil

\*\*To allow for measurement bias, an adjustment of -10 (minus 10) is made to IRI measurements for concrete pavements before assessing threshold compliance.

#### **3.7.4 Pavement Failures**

No instances of failures exceeding the failure criteria set forth in the TxDOT approved Pavement



Management Rating System, including potholes, base failures, punchouts and jointed concrete pavement failures.

### **3.7.5 Joints in Concrete**

Joints in concrete paving are sealed and watertight.

### **3.7.6 Curbs**

Curbs are free of defects.

### **3.7.7 Pavement Markings**

Pavement markings are:

- a. clean and visible during the day and at night
- b. whole and complete and of the correct color, type, width and length
- c. placed to meet the TMUTCD and TxDOT's Pavement Marking Standard Sheets

Markings – General Portable retroreflectometer, which uses 30 meter geometry meeting the requirements described in ASTM E 1710.

### **3.7.8 Raised reflective markers**

Raised reflective pavement markers, object markers and delineators are:

- a. clean and clearly visible
- b. of the correct color and type
- c. reflective or retroreflective as TxDOT standard
- d. correctly located, aligned and at the correct level firmly fixed in a condition that will ensure that they remain at the correct level.



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.29.**

**11/28/2023**

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Modification of Interlocal Agreement with Brazoria County Toll Road Authority

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Commissioners Court hereby approves the Modification of Interlocal Agreement with Brazoria County Toll Road Authority for the provision of employees and services.

Further, that the County Judge is authorized to sign said agreement after final review by the District Attorney's Office-Civil Division.

## **MODIFICATION OF INTERLOCAL AGREEMENT**

This Modification of Interlocal Agreement (the “Modification”) is entered into between **BRAZORIA COUNTY, TEXAS**, a political subdivision of the State of Texas (the “County”) and **BRAZORIA COUNTY TOLL ROAD AUTHORITY**, a local government corporation (the “Authority”).

### **RECITALS**

The County and the Authority executed an Interlocal Agreement on August 28, 2018, attached hereto as Exhibit “A” (the “Agreement”).

The County and the Authority now both desire to enter into this Modification to revise certain terms of the Agreement.

The Authority warrants that its Board approved this Modification by Resolution No. R2023-44 dated November 16, 2023.

The County warrants that its Commissioners Court approved this Modification by Court Order No. \_\_\_\_\_ dated \_\_\_\_\_, 2023.

### **AGREEMENT**

In consideration of the above facts, the mutual promises set forth below, and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, the County and the Authority hereby mutually agree to modify the Interlocal Agreement as follows:

**A. ARTICLE I. EMPLOYEES** is hereby replaced in its entirety as follows:

#### **“ARTICLE I. EMPLOYEES AND SERVICES**

- 1.1** The Authority hereby contracts with the County for employees to assist in the daily operation, management, and administration of the Project. In addition, the County may provide, at the request of the Authority, the services of certain professional employees, such as engineers, attorneys, CPAs, and other employees with the expertise needed to administer the Project.
- 1.2** The employment and duties of employees provided to the Authority for the daily operation, management, and administration of the Project shall be at the exclusive direction and discretion of the County Engineer. The County Engineer shall coordinate with the Authority Board on hiring each employee. Professional employees providing services to the Authority shall do so in a manner consistent with the ethics and standards of the license or certificate held by such employee.
- 1.3** The Authority will defend County and County employees serving the Authority in the event that any claim for liability is made against the County or the County employees in connection with any act by the County employee on behalf of the Authority, excluding a

claim made against the County for failure to perform the County's duties under this Agreement and claims against an employee for misappropriation of funds or other acts of malfeasance. The Parties agree that defending the County or County employees includes but is not limited to all costs of court and of litigation, and/or paying any resulting judgment rendered against the County or County employees.

**1.4** The Authority shall reimburse County for the entire costs associated with each employee provided to Authority, including but not limited to, salaries and benefits. The Authority shall also reimburse County for any additional costs related to performing professional services for the Authority. County will provide Authority a monthly invoice setting forth all expenses for employees and other services for the prior month. After review and approval, the Authority will reimburse the County monthly based on the approved invoice.”

**B. No Further Modifications. Except as amended by this Modification, the terms and conditions of the Agreement remain unchanged and in full force and effect.**

**C. Entire Agreement. This Modification contains the entire agreement of the parties as it relates to the above terms. All understandings, discussions, and agreements previously made between the parties related to this Modification, written or oral, are superseded by this Modification, and neither party relies on any warranty, statement, or representation not contained in this Modification.**

**IN WITNESS WHEREOF**, the parties hereto have caused this Modification to be duly executed as of the date written below.

**COUNTY:**

BRAZORIA COUNTY, TEXAS

BY:

\_\_\_\_\_  
L.M. “Matt” Sebesta, Jr.  
Brazoria County Judge

DATE:

\_\_\_\_\_

**AUTHORITY:**

BRAZORIA COUNTY TOLL ROAD  
AUTHORITY

BY:

\_\_\_\_\_  
Gary Idoux  
Chairman

DATE:

\_\_\_\_\_

# EXHIBIT A

## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT** (this "Agreement"), is made and entered into as of the 28 day of August, 2018, and between the following parties: **BRAZORIA COUNTY, TEXAS**, a political subdivision of the State of Texas (the "County") and **BRAZORIA COUNTY TOLL ROAD AUTHORITY** (the "Authority"), a local government corporation created pursuant to Subchapter D of the Texas Transportation Corporation Act, TEX. TRANSP. CODE ANN. §431 et seq.

### RECITALS:

**A.** The County Commissioners Court by Order created the Authority as a duly constituted Local Government Corporation pursuant to Subchapter D, Chapter 431, Texas Transportation Code, to act on behalf of the County in the performance of its essential governmental functions to develop the Brazoria County Expressway.

**B.** The Interlocal Corporation Act, Texas Government Code § 791.001 *et seq.*, authorizes the Authority to enter into an interlocal agreement with the County subject to the conditions and limitations of this Agreement.

**C.** The Authority warrants that its Board approved this Agreement on 8-23-18, 2018.

**D.** The County warrants that its Commissioners Court approved this Agreement by Court Order No. 7.T.1 dated August 28, 2018.

**E.** The Authority is constructing a 4-lane managed toll road within the existing median of State Highway 288 (the "Brazoria County Expressway" or "Project") which subsequently may include any other portion, extension or enlargement of or improvement to the Brazoria County Expressway and any other projects that may be pooled with any of the foregoing for the benefit of the County.

**F.** County and Authority entered into a Joint Project Agreement in June 2017 wherein the County agreed to provide the Authority engineering, purchasing, financial and accounting services related to the Project.

**G.** Pursuant to the Joint Project Agreement, the Authority is responsible for operation and maintenance of the Brazoria County Expressway and, based upon the completion date projected for the Project, is in need of hiring employees to assist in the operation, management, and administration of the Brazoria County Expressway.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration and the mutual benefits, covenants and agreements set forth below, the Authority and the County agree as follows:

## **ARTICLE I EMPLOYEES**

1.1 The Authority hereby contracts with the County for employees to assist in the operation, management, and administration of the Project.

1.2 For this provision, Authority shall reimburse County for the entire costs associated with each employee provided to Authority, including but not limited to, salaries and all benefits. The employment and duties of employees provided to the Authority shall be at the exclusive direction and discretion of the County Engineer. The County Engineer shall coordinate with the Authority Board on hiring each employee. Authority will defend County and County employees serving the Authority in the event that any claim for liability is made against the County or the County employees in connection with any act by the County employee on behalf of the Authority, excluding a claim made against the County for failure to perform the County's duties under this agreement and claims against an employee for misappropriation of funds or other acts of malfeasance. The Parties agree that defending the County or County employees includes but is not limited to all costs associated with the defense and/or settlement, paying all attorney's fees, paying all costs of court and of litigation, and/or paying any resulting judgment rendered against the County or County employees.

1.3 County will provide Authority an annual accounting October of each year setting forth all expenses for employees for the prior fiscal year. The Authority will pay the County the reimbursement amount from time to time when and if sufficient funds are available. Once funds are available, the Authority will calculate the availability of and make such payments annually until the Reimbursement Obligation has been paid in full.

## **ARTICLE II. GENERAL**

2.1 This Agreement is entered solely by and between, and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.

2.2 Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.

2.3 This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

2.4 This Agreement may be modified or amended only upon the mutual written agreement of the Parties.

2.5 In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions of this Agreement.

2.6 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall be in Brazoria County, Texas.

2.7 It is acknowledged by all parties hereto that this Agreement is solely a corporate obligation of the Parties which under no circumstances can result in liability to the officers, directors, and/or members of the Parties.

2.8 This Agreement shall remain in full force and effect from the date of execution and delivery hereof through September 30, 2019 and is automatically renewable each October 1st unless otherwise terminated.

2.9 This Agreement may be terminated with sixty (60) days written notice from either party to the other. The Authority shall be liable for any amounts owing the County accruing prior to the termination order.

2.10 Neither Party may transfer or assign this Agreement or transfer or assign any of or all of its rights or delegate any or all of its duties.

2.11 Any notice, communication or request (collectively, "*notice*") herein provided or permitted to be given, made or accepted by any party to the other must be in writing and may be given by depositing the same in the United States Mail, postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an Authorized Representative of such party. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses and numbers of the parties shall be shown below; provided, however, that the parties shall have the right to change their addresses and each shall have the right to specify as its address any other address in Texas upon ten (10) days' written notice to the other parties.

**IF TO THE COUNTY:**

Brazoria County, Texas  
111 E. Locust  
Angleton, Texas 77515  
Attention: County Judge



**IF TO AUTHORITY:**

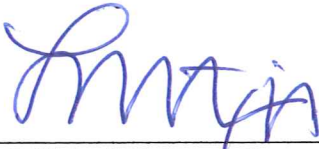
Brazoria County Toll Road Authority  
111 E. Locust  
Angleton, Texas 77515  
Attention: Chairman

2.12 This Agreement constitutes the entire agreement between the parties and all prior written or oral agreements are merged herein.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

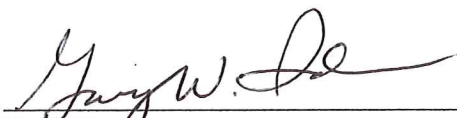
**COUNTY:**

BRAZORIA COUNTY, TEXAS

BY:   
L.M. "Matt" Sebesta, Jr.  
Brazoria County Judge

**AUTHORITY:**

BRAZORIA COUNTY TOLL ROAD  
AUTHORITY

BY:   
Gary Idoux  
Chairman

DATE: 8.28.18

DATE: 8/23/18



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. I.1.**

**11/28/2023**

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Resolution - Brazoria County Appraisal District

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That the following votes be cast for a position on the Board of Directors of the Brazoria County Appraisal District for a 2-year term beginning January 1, 2024.

Brazoria County is entitled to cast 689 Ballot Votes. Breakdown is as follows:

- 137 - County Judge -
- 138 - Commissioner Precinct 1 -
- 138 - Commissioner Precinct 2 -
- 138 - Commissioner Precinct 3 -
- 138 - Commissioner Precinct 4 -

Further, that the County Judge be authorized to sign the attached Resolution casting ballots for the Brazoria County Appraisal District Board of Directors on behalf of Brazoria County.

**BRAZORIA COUNTY APPRAISAL DISTRICT  
BOARD OF DIRECTORS ELECTION 2023**

**OFFICIAL BALLOT**

	<u>NOMINATIONS/CANDIDATES</u>	<u>VOTE(S) CAST</u>
1.	<u>Douglas Chumley</u>	1. _____
2.	<u>Karla Clark</u>	2. _____
3.	<u>Gary Dickey</u>	3. _____
4.	<u>Brenda Dillon</u>	4. _____
5.	<u>David Galloway</u>	5. _____
6.	<u>Eric Hayes</u>	6. _____
7.	<u>Deric Hebert</u>	7. _____
8.	<u>Alan Higginbotham</u>	8. _____
9.	<u>Glen Jones</u>	9. _____
10.	<u>Tommy King</u>	10. _____
11.	<u>Heather Martin</u>	11. _____
12.	<u>Patrick O'Day</u>	12. _____
13.	<u>Gail Robinson</u>	13. _____
14.	<u>George Sandars</u>	14. _____
15.	<u>Susan Spoor</u>	15. _____

**PLEASE ATTACH YOUR RESOLUTION TO THIS FORM**

SUBMITTED BY: \_\_\_\_\_

VOTES ENTITLED TO: \_\_\_\_\_

VOTES CAST: \_\_\_\_\_

# RESOLUTION

WHEREAS, the official ballot containing the names of the duly nominated candidates for the Board of Directors of the Brazoria County Appraisal District has been received from the Chief Appraiser of the Brazoria County Appraisal District; and

WHEREAS, the Brazoria County Commissioners Court wishes to cast its vote's thereon;

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of Brazoria County does hereby determine and cast its votes for the candidates for the Board of Directors of the Brazoria County Appraisal District as follows:

See Attached Ballot

BE IT FURTHER RESOLVED that the official ballot be marked in accordance with this resolution and returned to the Chief Appraiser of the Brazoria County Appraisal District with a copy of this resolution attached hereto prior to December 15, 2023.

APPROVED this 28<sup>th</sup> day of November, 2023.

ATTEST:

\_\_\_\_\_  
Brazoria County Judge  
L. M. "Matt" Sebesta, Jr.

\_\_\_\_\_  
Brazoria County Clerk  
Joyce Hudman





# COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. I.2.**

**11/28/2023**

---

Resolution - Charles River Two

---

The Court hereby adopts the attached Resolution regarding Charles River Houston Two and protection for communities.



# RESOLUTION

## A RESOLUTION OF BRAZORIA COUNTY; REGARDING CHARLES RIVER HOUSTON TWO AND PROTECTION FOR COMMUNITIES

WHEREAS, Kandurt LLC has purchased approximately 538 acres of land located off County Road 2, Brazoria County, Texas; and

WHEREAS, the approximately 538 acres of land located off County Road 2, Brazoria County, Texas is covered in thousands of trees and is low lying land containing or adjacent to San Bernard River tributaries that are subject to flooding; and

WHEREAS, Charles River Laboratories intends to construct a facility in Brazoria County to house purpose bred Non-Human Primate laboratory animals necessary to develop safe and effective new medicines; and

WHEREAS, the United States Centers for Disease Control and Prevention Division of Global Migration Health carries out the regulations pertaining to the importation of non-human primates; and

WHEREAS, the United States Department of Agriculture administers the Animal Welfare Act and licenses Charles River Laboratories as a Class B Dealer; and

WHEREAS, Texas counties do not have statutory authority to regulate the use of any building or property for business, industrial, residential or other purposes; and

WHEREAS, Brazoria County has regulations relating to the keeping or maintaining of restricted wild animals; and

WHEREAS, Brazoria County has identified non-human primates as restricted wild animals, thus requiring registration of the primates with the County at all times; and

WHEREAS, Brazoria County has regulations and permitting requirements for the development of property and the construction of buildings; and

WHEREAS, Brazoria County is concerned about the public's health and safety, the animal welfare and pathogen introduction with the development of this facility.

WHEREAS, this type of facility does not fit into the quality of life of Brazoria County.

NOW, THEREFORE, be it RESOLVED, that Brazoria County Commissioners Court does hereby recognize the gravity of concern about public health for its constituents and ecological effects of the development of a facility to house purposed bred non-human primate laboratory animals. The Court respectfully requests the Federal and State Government DO NOT issue Permits for this Facility located within Brazoria County.

APPROVED this 28<sup>th</sup> day of November, 2023.

---

Brazoria Count Judge

L. M. "Matt" Sebesta, Jr.

---

Commissioner, Precinct 1

Donald "Dude" Payne

---

Commissioner, Precinct 2

Ryan Cade

---

Commissioner, Precinct 3

Stacy L. Adams

---

Commissioner, Precinct 4

David Linder





## COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. I.3.**

**11/28/2023**

---

Tax Office Lease Agreement with City of Sweeny

---

The Court approves the Lease Agreement between Brazoria County, Texas and the City of Sweeny, Texas, attached hereto as Exhibit "A," under which the County leases from the City of Sweeny office space and common areas for use by the Tax Assessor-Collector for the purpose of providing Tax Office services.

The County Judge is authorized to execute the Lease Agreement and any other documents necessary to carry out this Order.

# EXHIBIT A



STATE OF TEXAS                   §  
   §  
 COUNTY OF BRAZORIA           §

## LEASE AGREEMENT

This Lease Agreement is entered into by and between the City of Sweeny, Texas, a political subdivision of the State of Texas acting by and through its City Council, hereinafter referred to as “Lessor,” and Brazoria County, Texas, a political subdivision of the State of Texas acting by and through its Commissioners Court, hereinafter referred to as “Lessee.”

### I.

#### LEASED PREMISES

1.01 In consideration of the mutual covenants and promises of this Lease Agreement, Lessor hereby demises and leases to Lessee, and Lessee hereby accepts for the term of this Lease Agreement office space of approximately 203.4 square feet and common areas in the Sweeny Policy Department building located to 123 North Oak Street, Sweeny, Texas 77480, as depicted and described in Exhibit “1,” which is attached hereto and incorporated herein for all purposes (the “Leased Premises”). Lessee shall use the Leased Premises for the purpose of providing county tax office services to residents of Brazoria County, Texas.

### II.

#### TERM

2.01 The term of this Lease Agreement shall be for a period of one (1) year, commencing on the 1st day of December, 2023 (the “Lease Term”). The Lease Term shall be automatically renewed for successive one (1) year terms, upon the same terms and conditions stated herein, unless either party hereto provides written notice of termination to the other party at least thirty (30) days prior to the expiration of the then current Lease Term.

### III.

#### RENT

3.01 As rent for the use of the Leased Premises, Lessee agrees to perform tax assessment and collection services for Lessor as specified in the “Contract for Tax Collections,” as described in Exhibit “2,” which is attached hereto and incorporated herein for all purposes.

**IV.**  
**REPAIRS, MAINTENANCE, AND MODIFICATIONS**

4.01 Lessor shall be responsible for the repair, routine maintenance, cleaning, and upkeep of the Leased Premises.

4.02 Lessee shall not have the right to make any improvements upon or modifications to the Leased Premises without prior written approval of Lessor, and any such improvements or modifications shall remain thereon, unless approved in writing by Lessor.

**V.**  
**TAXES AND UTILITIES**

5.01 Lessor shall be responsible for the payment of all taxes on the Leased Premises.

5.02 Lessor shall be responsible for the payment of all utilities on the Leased Premises necessary for Lessee's use of the Leased Premises, including, but not limited to, electricity, gas, water, telephone, and internet.

**VI.**  
**INSURANCE**

6.01 At all times during the Lease Term, Lessor shall secure and maintain property insurance in an amount equal to the full insurable value of Lessor's property in or on the Leased Premises.

6.02 At all times during the Lease Term, Lessor shall secure and maintain comprehensive general liability insurance equaling or exceeding limits of liability of \$500,000.00 per occurrence for bodily injury and \$500,000.00 general aggregate for bodily injury and property damage. Said policy(ies) shall name "Brazoria County, Texas" and its officers and employees as additional insureds and shall insure any liability against Brazoria County and its officers and employees arising from or related to their use, occupancy, or maintenance of the Leased Premises.

**VII.**  
**NOTICES AND COMMUNICATIONS**

7.01 All notices, requests, and other communications required or authorized under this Lease Agreement shall be in writing and shall be hand delivered, dated, and acknowledged by the receiving party, or sent by certified mail, return receipt requested. All notices, requests, and communications shall be addressed as follows:

To Lessor: Lindsay Koskiniemi  
 City Manager  
 City of Sweeny, Texas  
 102 W. Ashley Wilson Road  
 Sweeny, Texas 77480

To Lessee: Kristin R. Bulanek  
 Brazoria County Tax Assessor Collector  
 451 North Velasco  
 Angleton, Texas 77515

**VIII.**  
**MISCELLANEOUS PROVISIONS**

8.01 Lessee shall not assign this Lease Agreement nor sublet the Leased Premises or any interest therein without first obtaining the written consent of Lessor.

8.02 This Lease Agreement may only be amended, modified, or supplemented by written agreement signed by both parties.

8.03 This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8.04 This Lease Agreement and all promises contained in it supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Lease Agreement. It contains all the covenants and agreements between the parties relating in any way to the creation and use of the leasehold estate and the relationship of the parties as landlord and tenant. Each party to this Lease Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this Lease Agreement, and that no agreement, statement, or promise not contained in this Lease Agreement shall be valid or binding.

8.05 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Lease Agreement, and this Lease Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been included in the Lease Agreement.

8.06 The Lease Agreement shall be interpreted, construed, and governed according to the laws of the State of Texas.

8.07 Lessor and Lessee agree that if it becomes necessary for any party to file any action in connection with this Lease Agreement, including, but not limited to, the enforcement of a breach of this Agreement, the proper venue for such action shall be in the District Courts of

Brazoria County, Texas.

**LESSOR:**

**CITY OF SWEENEY, TEXAS**

  
\_\_\_\_\_

Lindsay Koskiniemi  
City Manager  
City of Sweeny, Texas

Date: November 16, 2023

**LESSEE:**

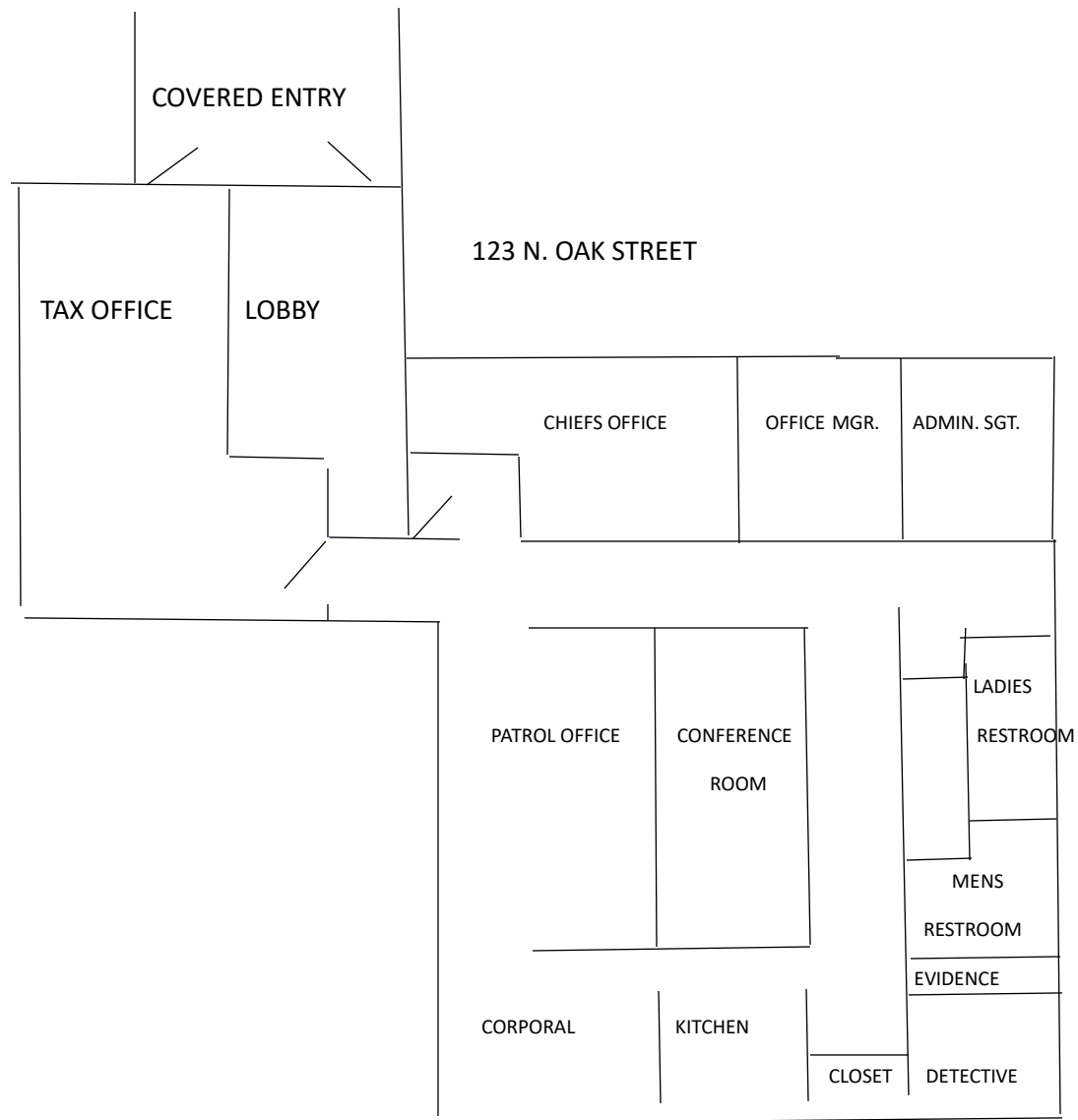
**BRAZORIA COUNTY, TEXAS**

\_\_\_\_\_  
L.M. "Matt" Sebesta, Jr.  
County Judge  
Brazoria County, Texas

Date: \_\_\_\_\_

# EXHIBIT

# 1



**NOT TO SCALE**

**VERY BASIC LAYOUT OF 123 N OAK STREET**

**SWEENY POLICE DEPARTMENT**

# EXHIBIT

## 2

TAX COLLECTIONS  
CITY OF SWEENY

This agreement is to commemorate certain provisions by which the Tax Assessor-Collector of the County of Brazoria will assess and collect city taxes rendered for and on behalf of the City of Sweeny ("City") upon the City's invocation of Section 6.22 (c) of the Property Tax Code of the State of Texas.

I.

It is acknowledged that an initial, one-time charge of One Dollar (\$1.00) per item of delinquent accounts is a reasonable fee, not in excess of the actual costs incurred, for the City to pay for the entry of all existing delinquent city-tax accounts into the computer system of the County Tax Assessor-Collector, and as such it will be paid upon the initiation of the transfer of records from the offices of the City to the office of the County Tax Assessor-Collector.

II.

It is acknowledged and agreed that an annual charge of fifty Cents (\$0.50) per item of current taxpayer accounts is a reasonable fee, not in excess of the actual costs incurred, for the City to pay for assessing and collecting its taxes each year, and as such it will be paid upon receipt of the invoice to be generated December 31 of each year. Said annual charge may not exceed the actual costs incurred, as provided by Property Tax Code 6.27(b), and therefore will be lowered or raised to the extent actual costs may drop below or rise above (\$0.50) per item.

III.

It is anticipated that the Tax Assessor-Collector of Brazoria County will be named as the tax assessor-collector for the City of Sweeny by official action of the City Council in the manner required by law, to be effective no later than September 30, 1993, and that City and County personnel will have the necessary records transferred and on line in time for the County Tax Assessor-Collector to commence to assess and collect the city taxes for the City of Sweeny no later than October 1, 1993. It is acknowledged and agreed that the County Tax Assessor-Collector will bill the City on December 31 of each year, including 1993, for the annual charge for assessing and collecting its city taxes, and the City will pay the charge within three (3) of its working days after receipt of the invoice for same.



## IV.

In all matters pertaining to assessment and collection of taxes for the City of Sweeny, the County Tax Assessor-Collector shall perform the duties of tax assessment and collection for the City, but the County Tax Assessor-Collector shall not be considered an officer or employee of the City of Sweeny. Each year, by July 1 or as soon thereafter as possible, in coordination with the office of the Brazoria County Appraisal District, the County Tax Assessor-Collector shall submit to the City the appraisal roll for the City showing the total appraised, assessed and taxable values and shall certify to the City an estimate of the collection rate for the current year and any additional matters required by law to be submitted or certified by an assessor or collector. The County Tax Assessor-Collector shall be responsible for timely and accurate calculation of the effective tax rate and rollback tax rate for the coming year and for entering into agreements for the payment of delinquent taxes by installment as provided at Property Tax Code 33.02.

## V.

The County Tax Assessor-Collector will send out all customary notices and billings concerning taxes owed to the City of Sweeny, and will collect and process through the County Tax Assessor-Collector's bank account all income received therefrom, in the general manner and at the same times in which the County Tax Assessor-Collector assesses and collects taxes for Brazoria County and other taxing entities.

## VI.

The County Tax Assessor-Collector will remit promptly to the City all tax proceeds collected for the City, "promptly" meaning disbursements will be made no less than twice weekly during heavy payment periods and no less than once weekly during slack periods. Actual funds collected by the County Tax Assessor-Collector shall be remitted to the City within three (3) business days of receipt during heavy payment periods and within five (5) business days during slack periods. All disbursement checks from the County Tax Assessor-Collector to the City will show a breakdown of the disbursement on the stub. Wire transfer of disbursements will be provided upon request, subject to the City bearing any wire-transfer fee required by the agreement then in effect between Brazoria County and its County Depository.

## VII.

The County Tax Assessor-Collector will provide the City with a deposit distribution report detailing collection levy, principal and interest, and all costs by year, with each disbursement. In addition, monthly reports will be provided to the City detailing collections, refunds, costs and changes made to levy, and showing receivables by year.

## VIII.

The County Tax Assessor-Collector will provide the City with annual reports, prepared by independent certified public accountants, on both the design of the system and compliance tests that are directed to specific objectives of internal accounting control. For the purpose of these reports, the "system" is the internal control structure policies and procedures of the Brazoria County Tax Office, which includes the control environment, the accounting system, and the control procedures. These reports shall be in accordance with Statement of Auditing Standards No. 44, "Special-Purpose Reports on Internal Accounting Control at Service Organizations," as issued by the American Institute of Certified Public Accountants.

## IX.

It is acknowledged and agreed that the City has and retains the exclusive authority to determine who represents the City to enforce the collection of delinquent taxes, as provided at Property Tax Code 6.30(b). The County Tax Assessor-Collector shall cooperate with delinquent tax collection attorney(s) so designated, and shall have the authority to pay said attorney(s) the fees or commissions agreed upon between the City and the attorney(s) out of the proceeds received from collection of delinquent tax accounts worked by the attorney(s). The County Tax Assessor-Collector shall have sole authority to enter into agreements for the payment of delinquent taxes by installment as provided at Property Tax Code 33.02.

## X.

At its own cost, the City may require the County Tax Assessor-Collector to give separate bond conditioned on the faithful performance of his duties on behalf of the City; such bond to be made payable to, approved by and paid for by the City Council of the City of Sweeny. The City Council may prescribe additional requirements for the bond. The City shall pay the premium for the bond from its general fund.

## XI.

This agreement is intended to be in furtherance of and subject to the provisions of Chapter 6 of the Property Tax Code of the State of Texas, the Tax Code generally, and all other Statutory or regulatory authority governing the activities and relationship of the County Tax Assessor-Collector and the City of Sweeny, and if there be any conflict the rule of law shall prevail over any contrary provision expressed herein.

This agreement shall be effective October 1, 1993, and shall remain in full force and effect through September 30, 1994, and shall automatically renew annually thereafter. Either party may terminate the agreement by giving six (6) months notice. The City of Sweeny and the County Tax Assessor-Collector respectfully request the Commissioners Court of Brazoria County to approve this agreement respecting the assessment and collection of city taxes for the City of Sweeny.

CITY OF SWEENEY  
CITY COUNCIL

*Mae Keller*  
Eva Mae Keller, City Administrator  
City of Sweeny

BY: *Larry Piper*  
Larry Piper, Mayor  
City of Sweeny

*Ray M. Cornett*  
Ray M. Cornett, CTA, RPA  
Tax Assessor-Collector  
Brazoria County, Texas

APPROVED BY ACTION OF COMMISSIONERS COURT this 13 day  
of September, 1993.

*James W. Phillips*  
James W. Phillips, County Judge  
Brazoria County, Texas



# COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. I.4.**

**11/28/2023**

---

Open Public Hearing for Regulatory Signs for the Road and Bridge Department (Precincts 2 and 4)

---

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:

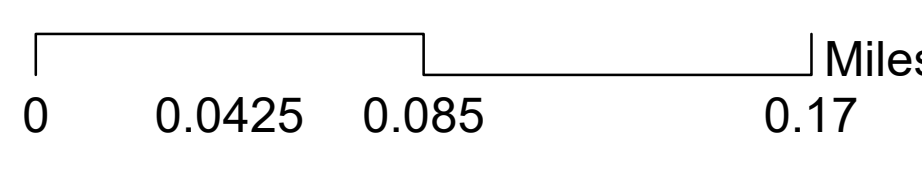
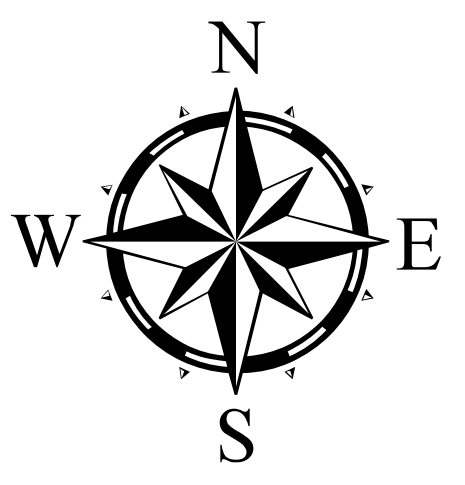
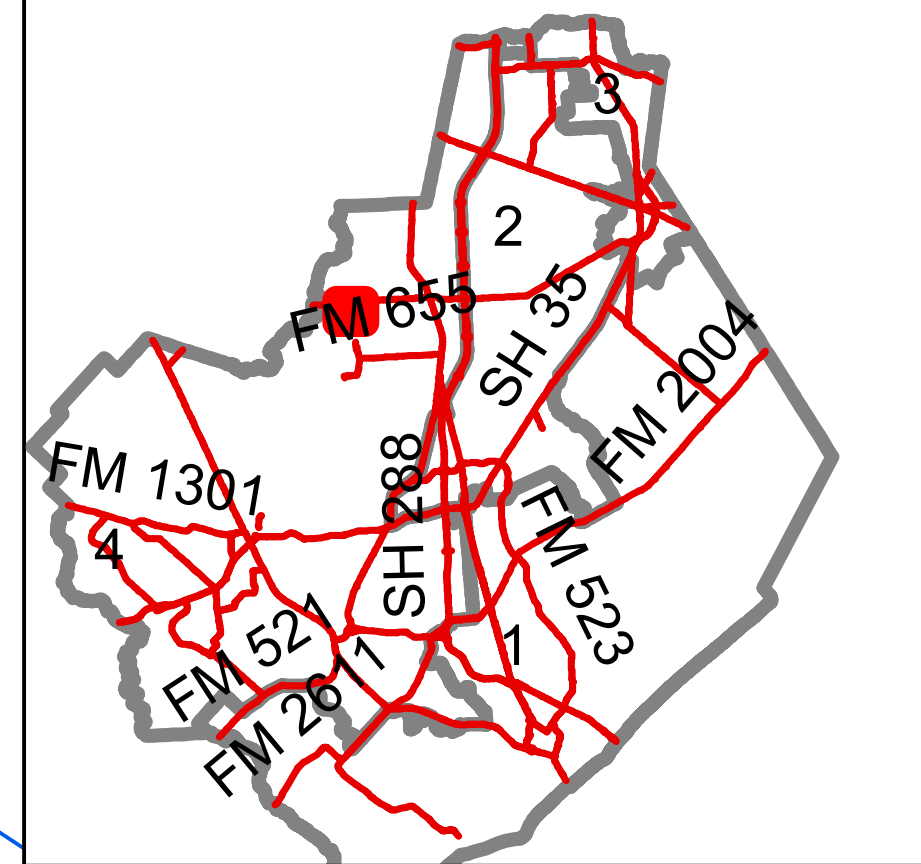
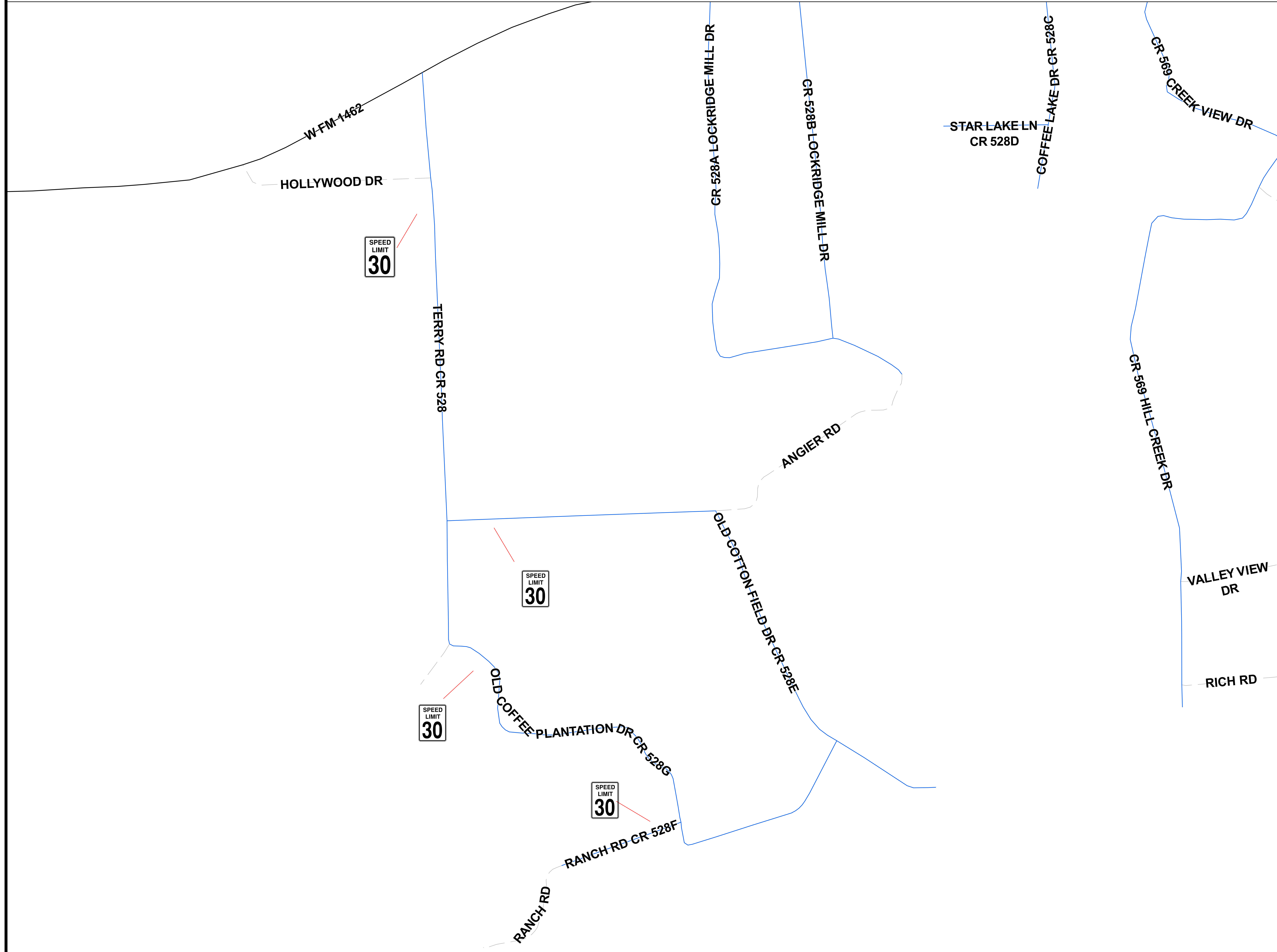
Speed Limits

Adjust speed limits per the attached Exhibits A & B

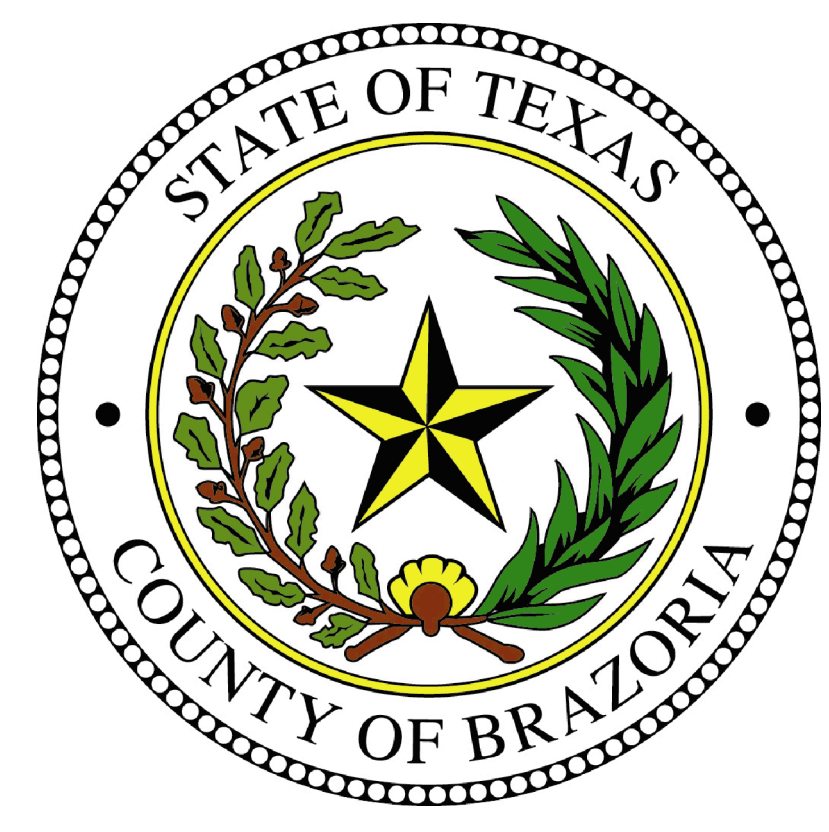
CR 528 [Terry Rd]  
CR 528E [Old Cotton Field Dr]  
CR 528F [Ranch Rd]  
CR 528G [Old Coffee Plantation Dr]  
CR 402 [Heiman Rd]

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



**Brazoria County  
Engineering**

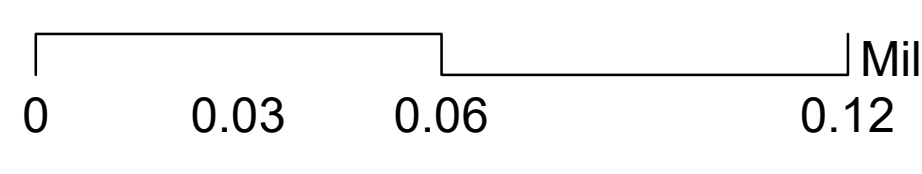
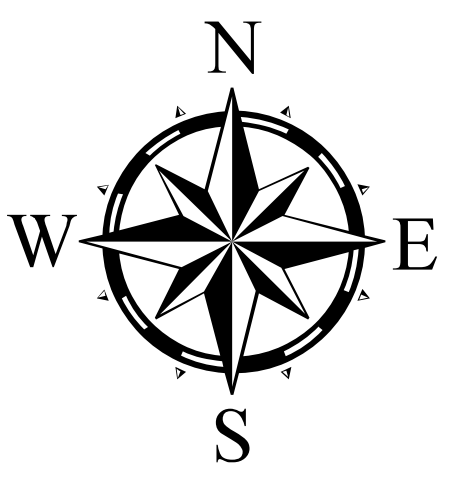
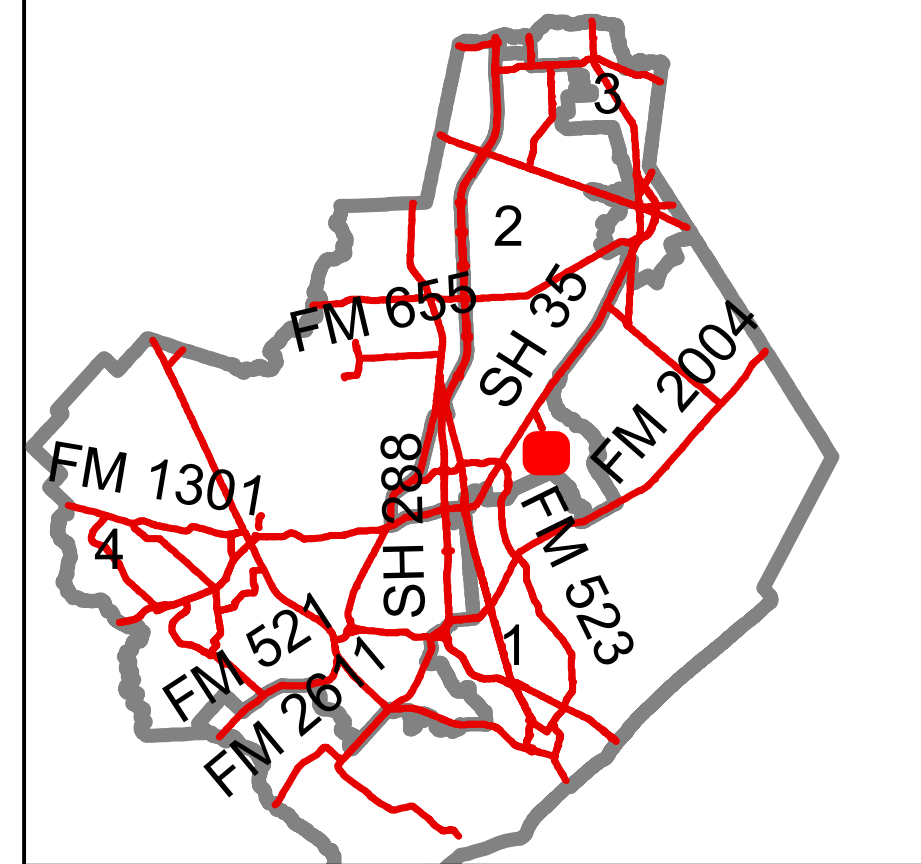
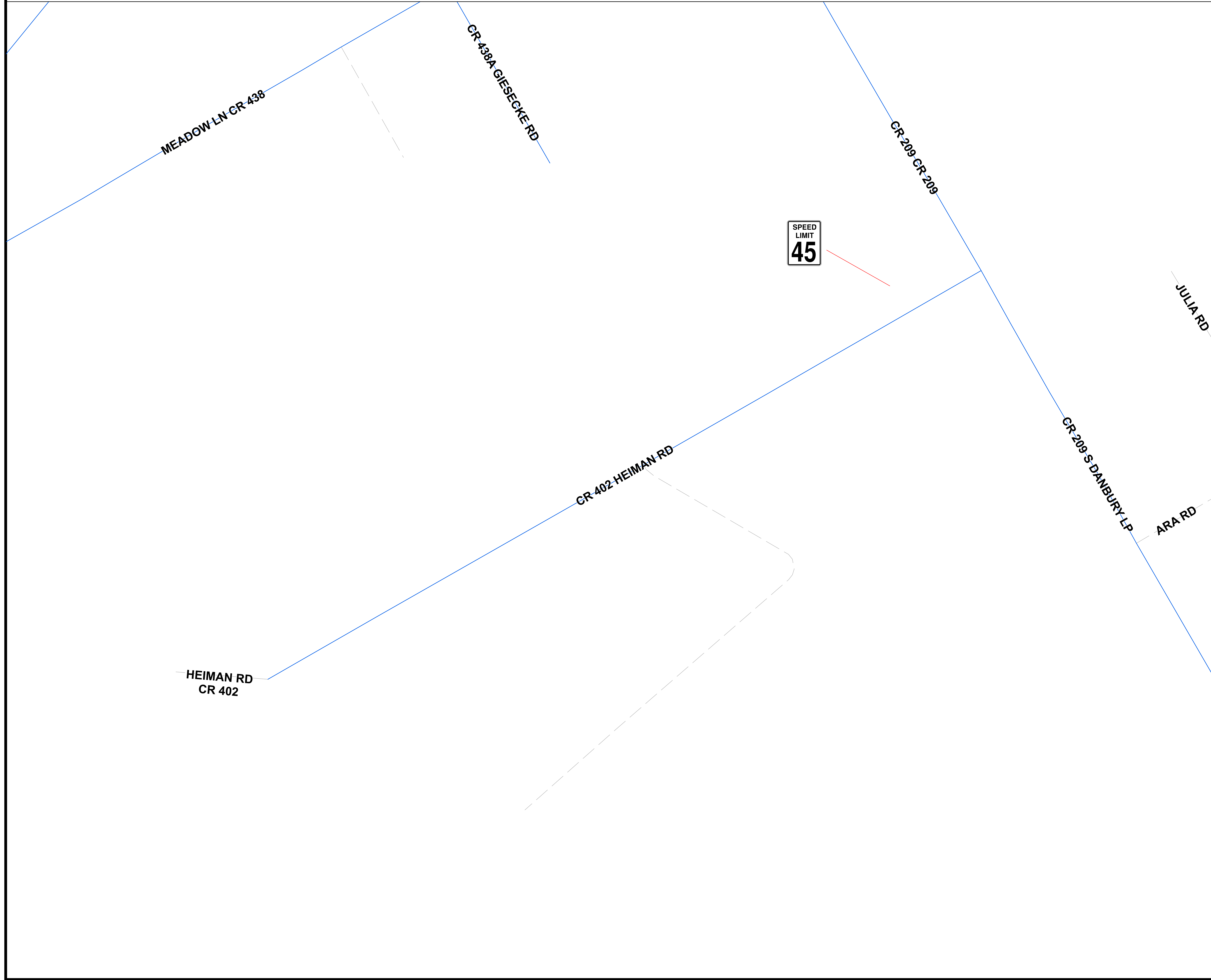


**CR 528  
CR 528E  
CR 528F  
CR 528G  
speed limit**

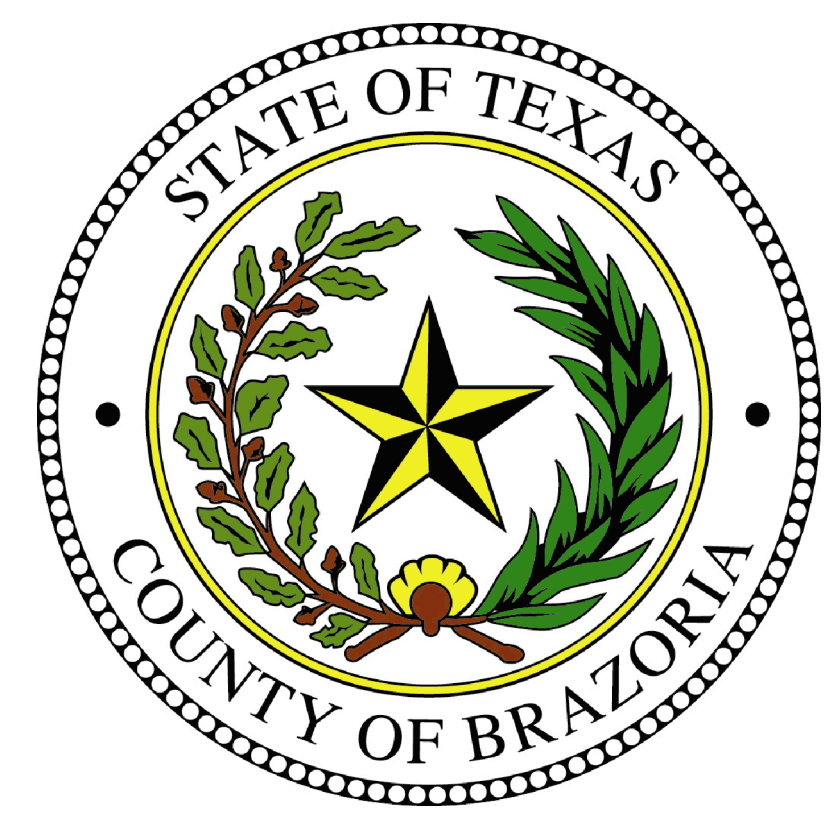
Date: 11/28/2023	Precinct: 4 Service Center: C
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# EXHIBIT B



**Brazoria County  
Engineering**



**CR 402**

Date: 11/28/2023	Precinct: 2 Service Center: C
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# COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. I.5.**

**11/28/2023**

---

Close Public Hearing for Regulatory Signs for the Road and Bridge Department (Precincts 2 and 4)

---

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.**

**11/28/2023**

---

Accept Posting of Regulatory Signs for the Road and Bridge Department (Precincts 2 and 4)

---

That the posting of regulatory signs in Brazoria County are as follows:

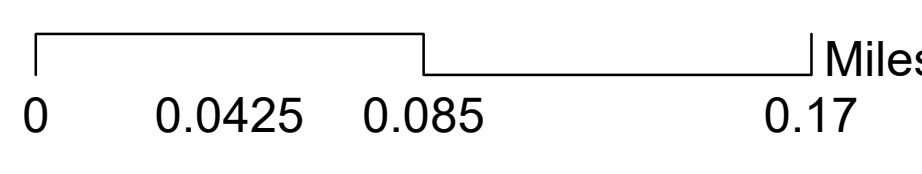
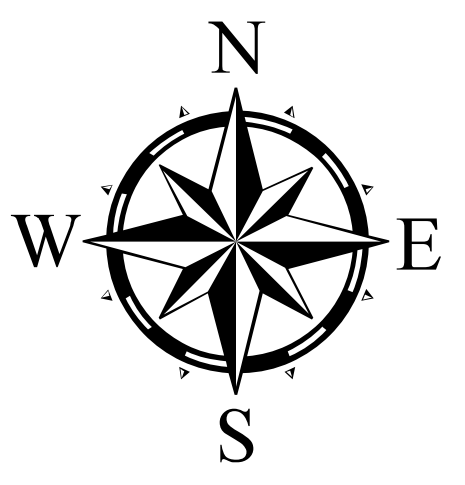
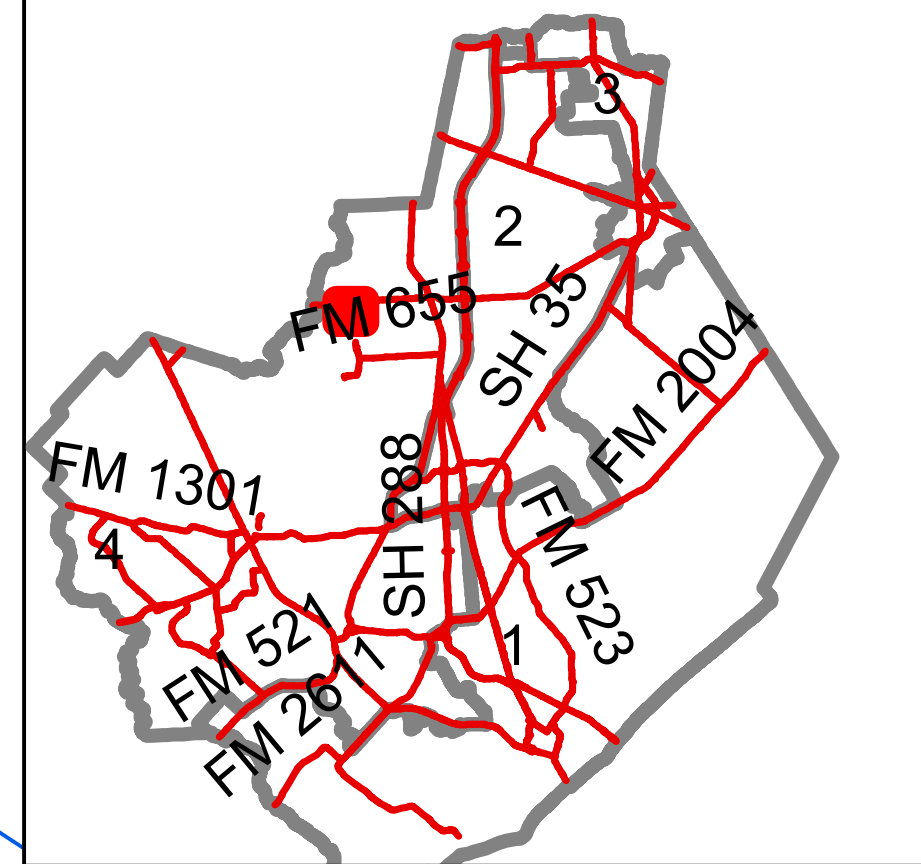
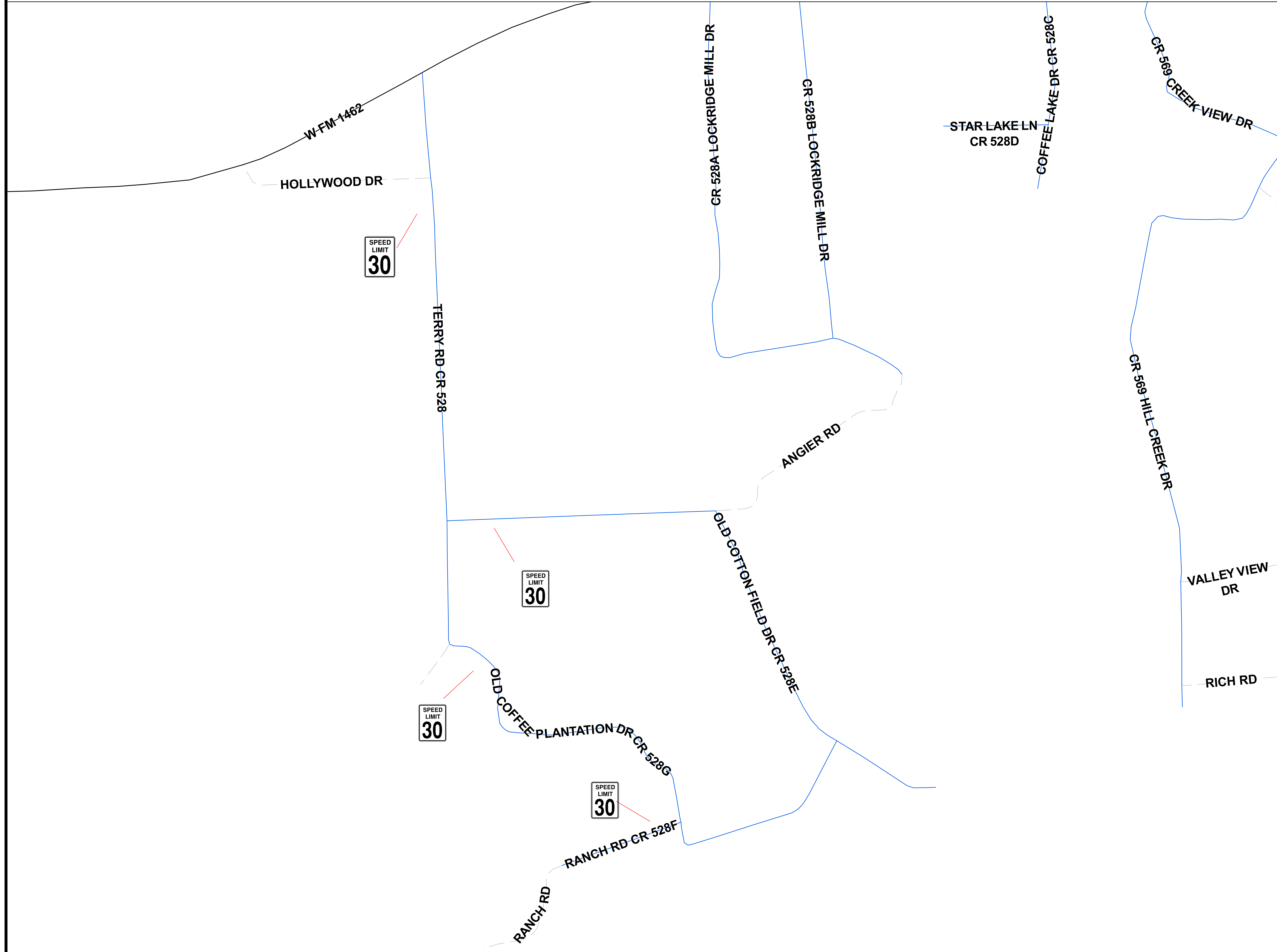
Speed Limits

CR 528 [Terry Rd]  
CR 528E [Old Cotton Field Dr]  
CR 528F [Ranch Rd]  
CR 528G [Old Coffee Plantation Dr]  
CR 402 [Heiman Rd]

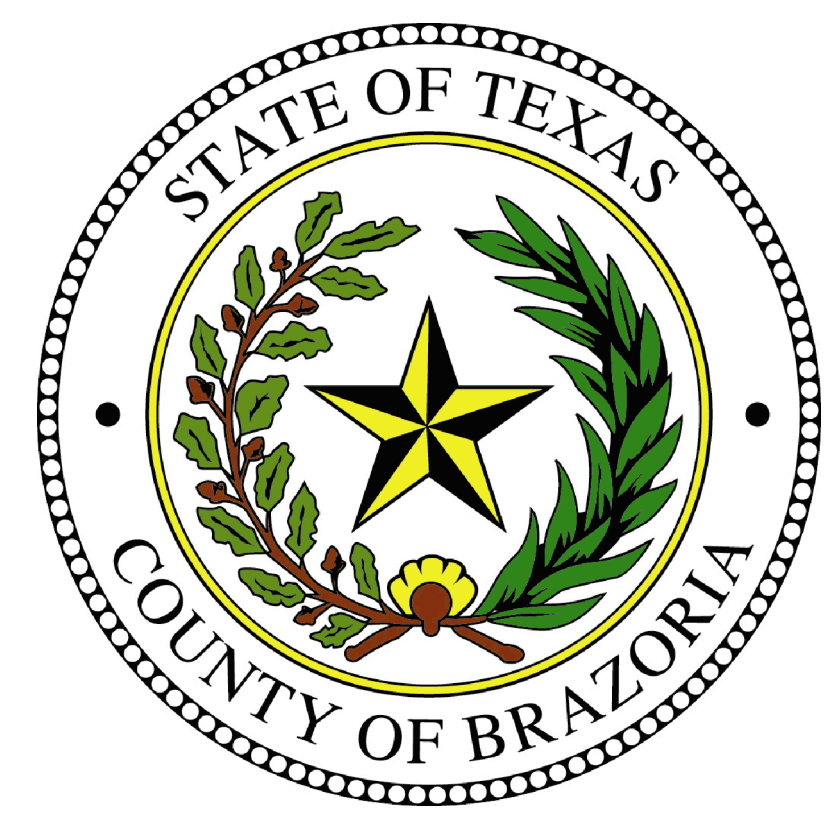
Further, that the County Engineer is granted authority by the court to determine the number and locations of signs on county roads within the limits shown above as necessary to maintain roadway safety and that a certified copy of this order shall be sent to the County Engineer, the Sheriff's Department and the Department of Public Safety.



# EXHIBIT A



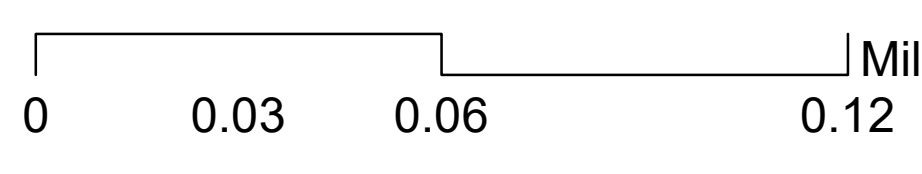
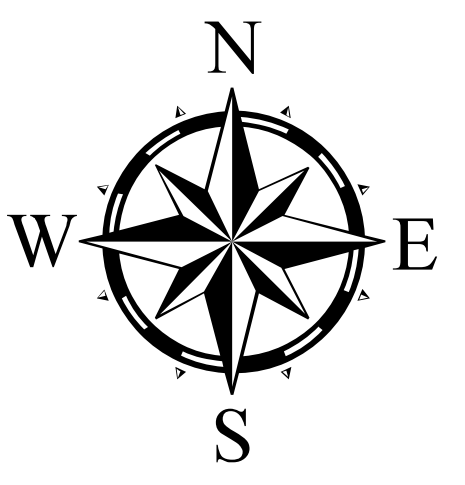
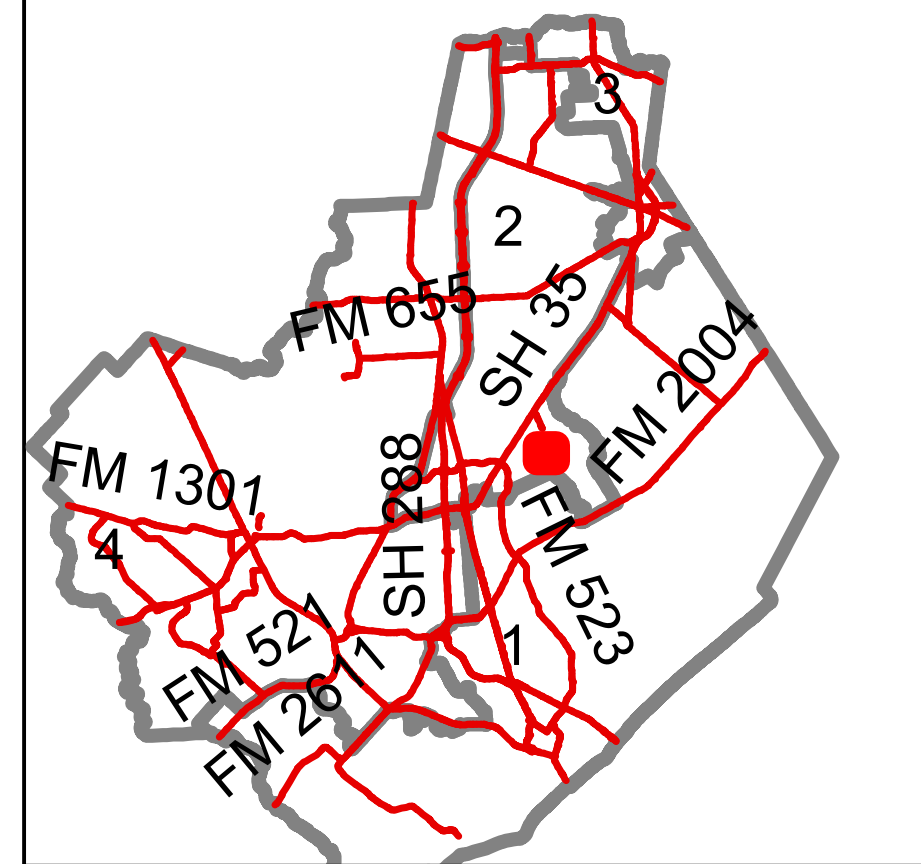
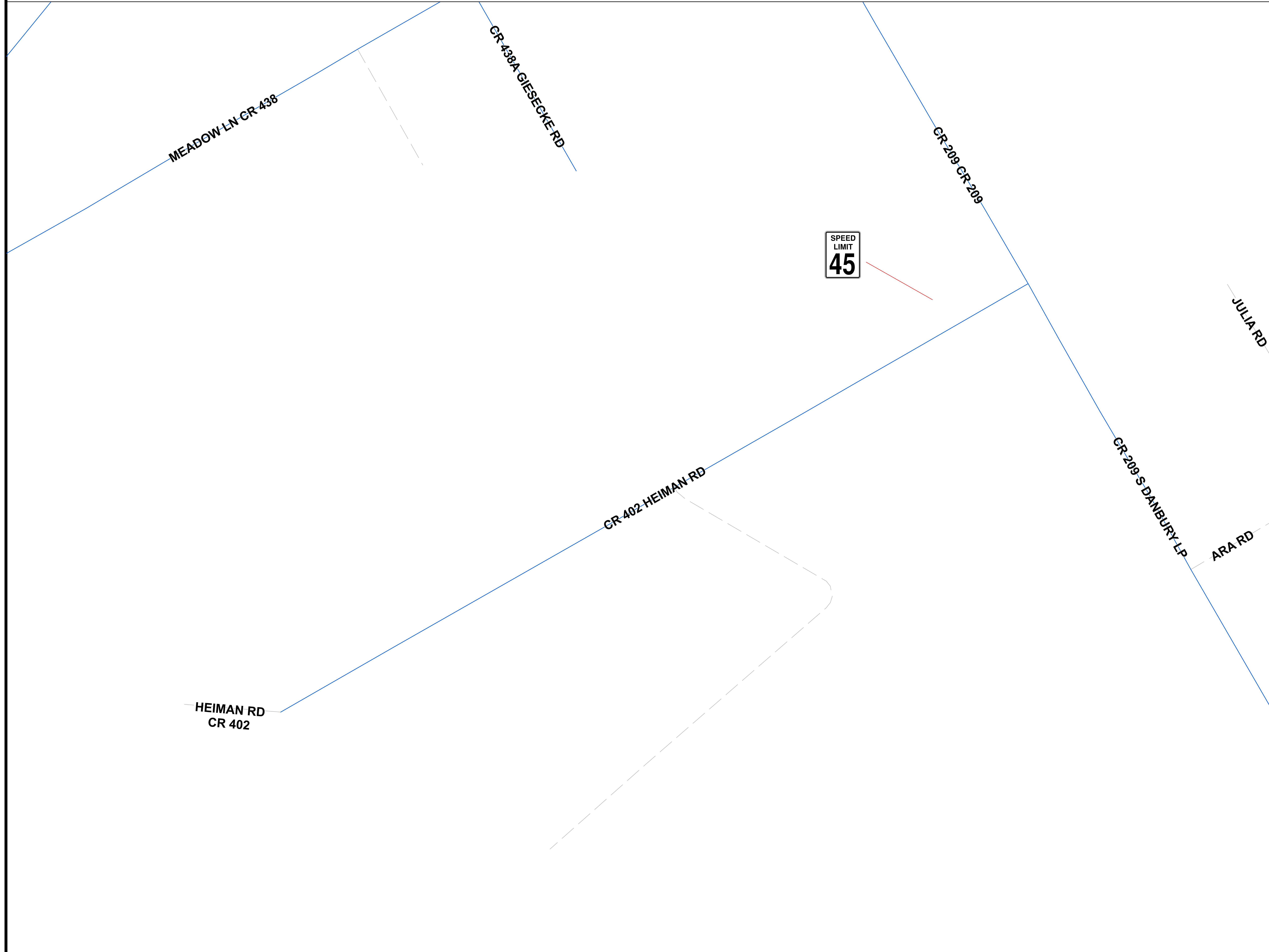
**Brazoria County  
Engineering**



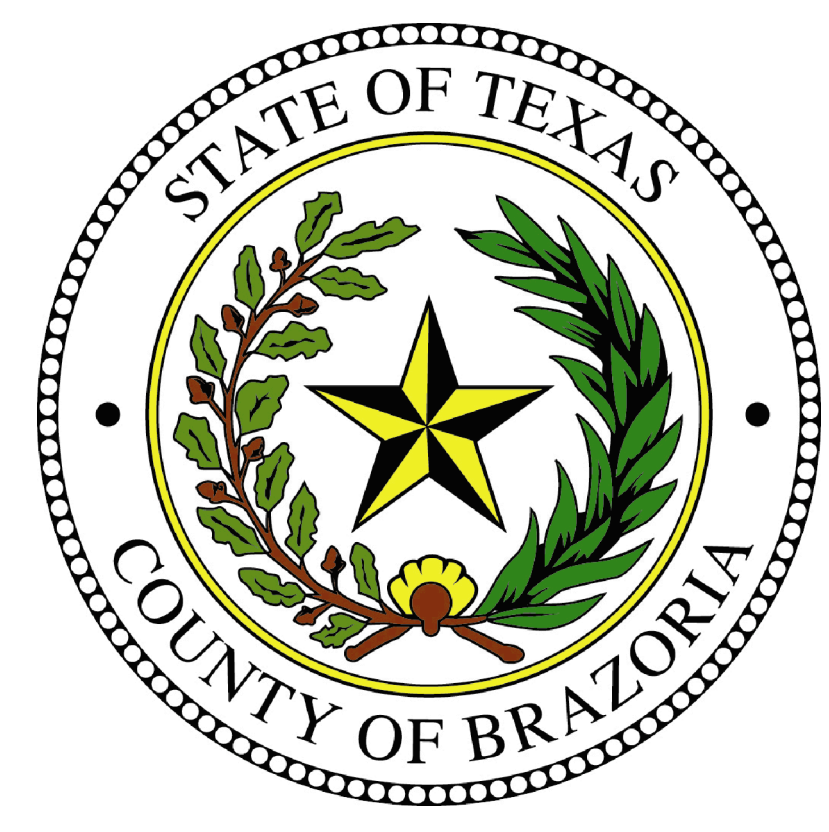
**CR 528  
CR 528E  
CR 528F  
CR 528G  
speed limit**

Date: 11/28/2023	Precinct: 4 Service Center: C
---------------------	--

# EXHIBIT B



**Brazoria County  
Engineering**



**CR 402**

Date: 11/28/2023	Precinct: 2 Service Center: C
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# COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. I.7.**

**11/28/2023**

---

New Position - Constable Precinct 2

---

At the request of Constable Precinct 2 - Willie Howell, please consider combining two (2) paid reserve deputy positions, #1848 and #1887, into one (1) full time deputy constable, grade 36. This request is for the general fund and will require additional funding of \$62,755 for salary and benefits.



---

# DEPUTY REQUEST

---

WILLIE HOWELL  
Constable

MIKE FULTON  
Chief Deputy

ANNA ZEPEDA  
Office Manager





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## Position's Requested - Defined

### Deputy Constable – Grade 36 up to Step 7

Accountable to the Constable of the Brazoria County Constable's Department Pct. 2 by performing the following duties.

#### Example of Duties:

- Performs patrols of designated areas of the precinct; performs traffic control as necessary.
- Transports juvenile offenders from juvenile court; processes documentation regarding transportation.
- Performs warrant service; contacts defendants to advise them on the disposition of outstanding traffic warrants.
- Provides judicial officer duties and court room security for the justice of the peace courts; maintains order; makes arrests in court; aids attorneys, plaintiffs and defendants within the court.
- Receives documents from courts, law firms and the general public; performs data entry prior to distribution for service.
- Executes all civil processes issued by the courts.
- Conducts seizures with property owners, attorneys, landlords and other parties.
- Conducts traffic stops; issues citations or warnings; responds to stranded motorists.
- Assists in emergency situations by participating with the command center.
- Serves as a liaison with local, state and federal law enforcement and/or criminal justice agencies.
- Works with school groups and civic groups as necessary.
- Interviews witnesses, victims and suspects.
- Serves subpoenas, writs and search and arrest warrants.
- Prepares various monthly and annual reports of activities.
- Oversees vehicle maintenance, radio and computer programming or updates.
- May serve on special committees or task forces as assigned.

#### Qualifications:

##### MINIMUM QUALIFICATIONS:

##### Education, Experience and Training Guidelines:

High school diploma or equivalent; AND five years of law enforcement experience; OR an equivalent combination of education, training and experience as determined by Human Resources.

##### LICENSE & CERTIFICATION REQUIREMENTS:

Texas Peace Officer license.

TCOLE certification.

Possession of a valid Texas state driver's license.

- You will be required to attend a 20-hour Civil Process course after being hired
- Minimum requirements:
- Be at least 21 years of age.
- Have no more than 20/200 vision that is correctable to 20/20.
- No past convictions for Driving While Intoxicated (DWI or DUI).
- No more than three (3) moving violations within the last 2 years.
- Possess a valid, current Texas Driver's License.
- Not have ANY felony convictions.
- Not have ANY misdemeanor convictions for any offense involving moral turpitude or family violence.
- Be a United States Citizen [born or naturalized] Possess a high school diploma or G.E.D.
- If prior military service, possess an honorable discharge.
- Be prepared to purchase regulation departmental uniforms [a minimum of \$200]
- Have a current, working telephone.

#### Supplemental Information:

##### PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Work is performed both in an indoor and outdoor work environment. May be exposed to dangerous machinery, potential physical harm, extreme weather conditions, hazardous chemicals and infectious diseases. May be required to climb ladders. May be required to lift and carry items weighing up to 200 pounds.

Employee List for Precinct 1, Brazoria County Constable's Office

<b>Constable Pct. 1 Employee Information</b>	
David Thacker	Constable
Jeremy Burch	Chief Deputy Constable
Richard Riden	Sergeant Deputy Constable
Jeffery Dodson	Deputy Constable
Leonard Bustos	Deputy Constable
William Morrison	Deputy Constable
Steven Wade	Deputy Constable
Gilbert Soriana	Deputy Constable - <i>Speciality Courts</i>
<b>Courts</b>	
David Crawford	Deputy Constable - Part Time - Parks
Angela Perry	Part Time LE Bailiff
Elizabeth Cope	Part Time LE Bailiff
<b>Paid Reserves</b>	
Evan Bissett	Paid Reserve Deputy
Joshua Cosme	Paid Reserve Deputy
Paul Gonzalez	Paid Reserve Deputy
Jonathan Kirk	Paid Reserve Deputy
	Paid Reserve Deputy
<b>Office</b>	
Brittnee Duby	Lead Civil Process Clerk

<b>TOTALS:</b>
<b>7 Full Time Deputies</b>
<b>1 Full Time Deputy - Speciality</b>
<b>3 Part Time Deputies</b>
<b>5 Paid Reserve Deputies</b>
<b>1 Full Time Office</b>
<b>17 Total Employees</b>
<b>15 Active Employees</b>
<b>(9 Full Time // 8 Part Time)</b>
<b>2 Vacant Positions</b>

Employee List for Precinct 2, Brazoria County Constable's Office

<b>Constable Pct. 2 Employee Information</b>	
Willie Howell	Constable
Mike Fulton	Chief Deputy Constable
James Ellis	Sergeant Deputy Constable
Gale Froberg	Deputy Constable
Eduardo Vargas	Deputy Constable
Juanita Segura	Deputy Constable
<b>Courts</b>	
Gregory Nowlin	Bailiff / Building Security
Michael de Jongh	Part Time LE Bailiff
Ronnie Eaton	Part Time LE Bailiff
<b>Paid Reserves</b>	
John Cantu	Paid Reserve Deputy
Rick Cary	Paid Reserve Deputy
Keith Majors	Paid Reserve Deputy
<b>Office</b>	
Anna Zepeda	Office Manager
Wendy Johnson	Civil Clerk
Jane Cantu	Part Time Warrant Clerk

<b>TOTALS:</b>
<b>6 Full Time Deputies</b>
<b>1 Full Time Court Building Security Deputy</b>
<b>2 Part Time Bailiff Deputies</b>
<b>3 Paid Reserve Deputies</b>
<b>2 Full Time Office</b>
<b>1 Part Time Office</b>
<b>15 Total Employees</b>
<b>15 Active Employees</b>
<b>(9 Full Time // 6 Part Time)</b>
<b>0 Vacant Positions</b>



Employee List for Precinct 3, Brazoria County Constable's Office

<b>Constable Pct. 3 Employee Information</b>	
Charles "Buck" Stevens	Constable
Carlos Bustos	Chief Deputy Constable
Gregory Hernandez	Sergeant Deputy Constable
Ramon Trevino	Deputy Constable
Paul Elton	Deputy Constable
Rachel Houston	Deputy Constable
Andrea Leija	Deputy Constable
James Lambert	Deputy Constable - MUD 16
<b>Courts</b>	
Ricky Hubbard	Part Time LE Bailiff
Bryan Bondzinski	Part Time LE Bailiff
Petronilo "Sonny" Esquivel	Part Time LE Bailiff
<b>Paid Reserves</b>	
Carlos Baez	Paid Reserve Deputy
James Coe	Paid Reserve Deputy
Marcos Davis	Paid Reserve Deputy
Steven Medellin	Paid Reserve Deputy
Alexander Watkins	Paid Reserve Deputy
<b>Office</b>	
Dimple Patel	Lead Civil Process Clerk
Kim Morris	Civil Process Clerk

<b>TOTALS:</b>
<b>7 Full Time Deputies</b>
<b>1 Full Time Deputy - Contract MUD</b>
<b>3 Part Time Bailiff Deputies</b>
<b>5 Paid Reserve Deputies</b>
<b>2 Full Time Office</b>
<b>18 Total Employees</b> <i>(10 Full Time // 8 Part Time)</i>
<b>0 Vacant Positions</b>

Employee List for Precinct 4, Brazoria County Constable's Office

<b>Constable Pct. 4 Employee Information</b>	
James Brawner	Constable
Jon Baker	Chief Deputy Constable
Tyler Freudensprung	Sergeant Deputy Constable
John Squyres	Deputy Constable
Timothy Crober	Deputy Constable
Todd Duke	Deputy Constable
Aaron Wagner	Deputy Constable
Ryan Bradberry	Deputy Constable - <i>Speciality Courts</i>
Sebastian Kwitowski	Deputy Constable - Pomona
Joshua Reed	Deputy Constable - Pomona
Rodney Koy	Deputy Constable - Pomona
Cody Gardner	Deputy Constable - Lakes of Savana
Jose Garza	Deputy Constable - Part Time - Lakes of Savana
Kylie Ross	Deputy Constable - Part Time
<b>Courts</b>	
Michael Manes	Bailiff / Building Security
MacDonald Akheituame	Part Time LE Bailiff
	Part Time LE Bailiff
<b>Paid Reserves</b>	
Sharon Arnold	Paid Reserve Deputy
<b>Office</b>	
Dawna Truitt	Lead Civil Process Clerk
Shanelle Henson	Civil Process Clerk
Sharon Arnold	Part Time Clerk - Warrants

<b>TOTALS:</b>
<b>8 Full Time Deputies</b>
<b>4 Full Time Contract Deputy</b>
<b>1 Part Time Contract Deputy</b>
<b>1 Part Time Deputy</b>
<b>1 Paid Reserve Deputy</b>
<b>1 Full Time Court Building Security Deputy</b>
<b>2 Part Time Bailiff Deputies</b>
<b>2 Full Time Office</b>
<b>1 Part Time Office</b>
<b>21 Total Employees</b>
<b>(15 Full Time // 6 Part Time)</b>
<b>1 Vacant Position</b>

## Explanation for the New Positions Requested

As the smallest Constable's Department within the county, our three (3) fulltime deputies are often required to work long extended service days, ending in many hours of overtime as well as added stress and fatigue. While our primary mission is to still professionally serve all civil and criminal court papers with diligences, the fact is our county is growing and with it our department must evolve to keep up with the every changing and more demanding issues of law enforcement. Today our department is called upon more and more to enforce all local, state and federal laws within our community as well as various requests from departments within our county.

### Holidays and Special Events

- Our deputies are out at every major event and holiday with support on the main roadways within Brazoria County. This includes being directly asked by DPS to assist with their traffic taskforce on July 4<sup>th</sup> weekend, motorist assists, as well as officers assisting with Pct. 1 Constable, and Sheriff's Department in beach event weekends.
  - Memorial Day Weekend
  - July 4<sup>th</sup> Weekend
  - Labor Day Weekend
  - Jeep Event Weekend
  - 
  - Various other large events that cause extreme traffic on our main roadways

### Brazoria County Sheriff's Department and surrounding local agencies Assists

- Agencies often call upon us to not only assist in supporting their deputies/officers, but also take calls as the lead deputy. Constable Howell has made it extremely clear our department will assist anywhere and anyway that we are needed. Currently this includes but not limited to:
  - Minor accident scenes
  - Alarm calls for both residence and business
  - General calls in the county that need immediate assistance
  - Active disturbances
    - BCSO will dispatch us to the calls as they do their deputies
  - Transport of prisoners

#### Road and Bridge Security Service

- We are called upon by Brazoria County Road and Bridge to assist their roadcrews with security detail while they perform their work duties. Often these events come with extreme emotions by the resident of Brazoria County. Issues develop extremely fast, too quick to call a deputy after the fact. Having a Constable there is a smart and much needed request for the safety of all involved. These requests have come in from all over the county, not just within our precinct 2 area, often lasting entire day or longer. With our limited staff, we often struggle to perform our normal daily functions, and end up working after hours, adding overtime costs to the already limited budget.

#### Traffic Complaints in the area

- We continually get traffic complaints from concerned citizens, especially within the Silverlake Subdivision area. Over the past year these complaints have begun to come in more often as the roads are widened with the county growth, allowing for more traffic on the once tiny county roads. Often, these complaints are transferred to us from the Sheriff's Department. With each complaint we contact via the telephone or with personal contact to learn more about the issue. Often, we dispatch our traffic Speed Awareness Monitors (SAM) trailers and develop Close Patrols in the area while monitoring the situation.

#### Voting location security

- For the past several elections, the County Clerk has reached out and requested security at all of the polling locations within our precinct. This includes the extended early voting hours, weekends, and of course the election day itself. These hours are long and with our limited staff we struggle to cover all the requested times by the voting staff volunteers and employees. In the future this duty will most likely be a mandated function of the Constable Departments in the State of Texas.

#### Juvenile Department

- With a Juvenile department office in our Manvel office, recently we have had more requests to assist them with hostile individuals that they deal with. While we have a building security bailiff, these events often occur for long hours and spur of the moment which require more than one deputy, which cause us to pull our already limited deputies off their normal duties.

#### City of Danbury and Danbury ISD

- With only one officer for the entire school district, we assist their School Resource Officer (Chief) daily with various tasks throughout the entire year.
  - Help cover the High School, Intermediate, and Elementary schools when needed
  - General traffic control within the city
  - Close patrol within the city limits to assist their only officer (Chief)

#### DPS Weigh Station

- When DPS activates their weight station on State Highway 288, our deputies are called to direct traffic to and from the station. While this service is not asked often, when it does, it removes a deputy for several hours up to the entire day.

#### Tax Office

- When an individual's payment is declined at the tax office, Precinct 2 is the agency that goes out county wide to hunt down these individuals to get their payment updated.

#### Environmental Complaints

- With assist the Environmental department with any possible complaint that they feel law enforcement service is needed.

#### Overtime Hours

- With the limited staff, our deputies are constantly working overtime hours, which causes added stress and fatigue. With the various service requests growing, this issue will only get worst. Having another Patrol Constable Deputy would greatly reduce the overtime, which in turn will provide a safer work environment for each deputy.



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. I.8.**

**11/28/2023**

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Award RFP #23-77 Grant Administration Services for FEMA BRIC Grant

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Upon successful negotiations and recommendation by the evaluation committee, award "RFP #23-77 Grant Administrator for FEMA BRIC Grant" to GrantWorks Inc., of Austin, Texas, who submitted the best evaluated offer meeting our specifications and scope of work. This is at a not to exceed cost and percentage amount, per the attached.

In addition, the initial funding source will be through the Parks Department approved FY 2024 operating budget and or GoMESA funds, with potential grant reimbursement.

Further, that the County Judge be authorized to sign any and all documents necessary to execute said contract on behalf of the County.

## ITB #23-77 Award Summary

A total of one thousand nine hundred and ninety (1990) vendors were notified of our solicitation which was posted on the Bonfire electronic procurement portal, as well as posted on the Electronic Business Daily (ESBD) website and advertised in The Facts. There were sixty-eight (68) document takers resulting in five (5) submissions.

Upon successful negotiations, per the recommendation of the evaluation committee, award "RFP #23-77 Grant Administrator for FEMA BRIC Grant" to GrantWorks Inc., of Austin, Texas, who submitted the best evaluated offer meeting our specifications and scope of work, at a not to exceed cost and percentage amount as per the attached.

### Evaluation Committee:

Commissioner Payne, Commissioner Precinct 1

Matt Hanks, County Engineer

Bryan Frazier, County Parks Director

Chad Davenport, County Parks Department

Natasha Stulberg, Purchasing Department (non-voting)



## 23-77 - Grant Administrator for FEMA BRIC Grant Scoring Summary

	Total	Experience & Qualifications	Work Performance	Adherence to Proposal Submission Requirements	Cost
Supplier	/ 100 pts	/ 40 pts	/ 20 pts	/ 10 pts	/ 30 pts
Grantworks	92.25	38.25	19	9	26
Langford Community Management Services, Inc.	76	33	15.5	10	17.5
Integrated Solutions Consulting Corporation	74.5	30.5	15	9.25	19.75
Rostan Solutions, LLC	70.25	31	16	9.5	13.75
River Oaks Business Solutions LLC	62.25	20.25	10.75	8	23.25



## RFP# 23-77 Attachment A Bid Table

Lump Sum Price (not to exceed)		Profit Percentage*
<b>Pre-Award Cost:</b>		
Under \$500,000	\$6,000 + \$3,500 BCA	6.10%
\$500,000 to \$2 million	\$8,000 + \$3,500 BCA	6.10%
Over \$2 million	\$10,000 + \$3,500 BCA	6.10%
<b>Post-Award Cost</b>		
5% of grant and match amounts (including \$2,500 BCA fee for phased projects)		6.10%
<i>*Profit (either % / actual cost) must be identified and negotiated as a separate element of the price of the contract. To comply, the respondent must disclose and certify in its proposal the percentage of profit being used</i>		
<b>Estimated number of hours required to perform Scope of Work:</b>		650
<b>List all applicable work classifications and associated hourly rates:</b>		
Work Classification	Hourly rate	
Project Executive	\$190.00	
Subject Matter Expert	\$175.00	
Project Manager	\$155.00	
Hazard Mitigation Planner	\$155.00	
Construction Manager	\$135.00	
GIS/Mapping Analyst	\$115.00	
Labor Standards Specialist	\$115.00	
Environmental Scientist	\$115.00	
Procurement Specialist	\$115.00	

RFP#23-77 Bonfire Vendor List

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216resources@gmail.com	adkeith@transystems.com	alfred.sepulveda@gmail.com
325venturestx@gmail.com	adkelly@labellapc.com	alfredtaylor@aj-e.com
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a@montemayor.team	admin@crestlinetrucking.net	aliceashley@provisionsr.com
aadams@roneengineers.com	admin@envirosurvey.com	alindler@denniscorporation.com
aaj@vitok.com	admin@heservices-llc.com	alisha@bfdinteriors.com
aalvarez@entech-us.com	admin@journeysmanaginggroup.com	allen.crozier@hdrinc.com
aaron.houston@houstontechnology.net	admin@novus-its.com	allisongiselletx@gmail.com
aaron@foundry512.com	admin@pemarketinglogistics.com	alpctx@comcast.net
aaron@mavrx.org	admin@smartsimpleolutionsllc.com	alper.gulludag@gr2engineering.com
abankole@boacpas.com	admin@spurtech.com	alubertazzi@Dewberry.com
abdigani@primaryge.com	admin@vmvapp.com	alyssa@ingenuitycc.com
abearles@aophillips.com	Admin@voltican.com	amalinkovich@trccompanies.com
abejrowski@mintengineers.com	admin@zaraenvironmental.com	amanda@mahuyaindustries.com
abennett@hazenandsawyer.com	administrator@blantonassociates.com	amandam@groupdelta.com
abillings@elepscor.com	adrian.martinez@stantec.com	amandeep.kang@aptim.com
abinion@tritonenv.com	adrienne@abventuredesigns.com	amarcon@incontroltech.com
abrothers@dsenglabs.com	adrienneivery@outlook.com	amarella@starges.com
abryant@landtech-inc.com	aewilson@bdo.com	amartinez@atser.com
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acannon@haks.net	agarrahan@gpinet.com	amerri@navetechsolutions.com
acantu@aarcgroup.com	agarza@azb-engrs.com	amgathright@envstd.com
acarrier@acdisaster.com	AGILBERT@ADAPTATION-INC.COM	amoreno@mcaustin.com
accounting-group@camposengineering.com	agozalez@gk-mep.com	amy.campbell@stantec.com
accounting@abetteranswer.com	agonzalez@qconsultants.com	amy@healthworksergo.com
accounting@aspell.com	agray@cdandp.com	amy@moralesdevelopment.com
accounting@infiniteranges.com	aguerra@jonescarter.com	amy_ly@wreco.com
accounting@integrity-texas.com	ahargis@mytheatredna.com	ananthasabbibli@yahoo.com
Accounting@Sourcematc.team	aharmon@harmonrealtygroup.com	andrea@albcomm.com
accounts@actionsurveying.com	ahaskins@jnsconsult.onmicrosoft.com	andrea@monarchmediainc.com
acmathis@bergoliver.com	ahite@purebizsolns.com	andreina.romero@wsp.com
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 barham@barham-arch.com  
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 bbaird@selectproit.com  
 bbrown@brownandassociatesny.com  
 bcharles@perfectionstaffing.agency  
 bcoleman@aldenlab.com  
 bconley@atei97.com  
 bcox@infuzedata.com  
 bd@csiinc-va.com  
 bd@gessnereng.com  
 bdev@icf.com  
 bdixon@atheniangroup.us  
 bdonadio@argentassociates.com  
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 bgalvan@civilcorp.us  
 bgeer@manniksmithgroup.com  
 bgeorge@strolloarchitects.com  
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 bglick@provenirusa.com  
 bgrant@grantecg.com  
 bgray@bartonandloguidice.com  
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 bhamil@trccompanies.com  
 bhammond@cricpa.com  
 bhargis@cleartechnologies.net  
 bhynniman@hmbpe.com  
 bid@hllc.net  
 bid@krkonos.com  
 bid\_track@limno.com  
 bids.proposals@railpros.com  
 bids@5ktech.com  
 bids@barkleylawgroup.com  
 bids@billyedwardgroup.com  
 bids@fermatsoftware.com  
 bids@fiosta.com  
 bids@gladstein.org  
 bids@hyperionbiotechnology.com  
 bids@mccroryeng.com  
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 bijith@pricesenz.com  
 biju@advenser.com  
 bikerd@ikerd.com  
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 bill@ekhpconsulting.net  
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 bjones@bravotech.com  
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bnasurvey@bnainc.net	busdev@wginc.com	ccollins@nelsonpope.com
bnorton@wylieeng.com	business@dts-engineering.com	CCornealius@cbcmedicalstaffingllc.com
bo.depena@fidelitypartners.org	bwalton@teamconsultants.net	ccoursey@azb-engrs.com
Bob@training-hipaa.net	bwaters@sunlandgrp.com	cdougherty@dsei.com
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brendaarnoldscott@yahoo.com	Callus247@gmail.com	cevans@emcsinc.com
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brett.shank@parsons.com	cap4boomers@srvindustries.com	cgarey@ardaman.com
brettpowers2@gmail.com	capearson@geotekusa.com	cgbalque@insi-net.com
BREWSTER@VALORNET.COM	carin@edvsg.com	chandra@itsyourtime2flourish.com
brianjohnson@procedeogroup.com	carl@carlahmed.com	charles.a@apr3d.com
brice.drjconceptsllc@gmail.com	carlos.negron@jacobs.com	charles.schoening@arcadis.com
brit@btsjobs.com	carlos@aretemarketingsolutions.com	charles@charlesrsmithconsulting.com
brittany.hopkins@AllianceTG.com	carmen@recruit2work.com	charley.mock@freese.com
brittney@absolutedesignpartners.com	carol.bell@spencercole.com	charlia@diamondbusiness.net
brittonc@bal-tex.com	carol.lovet@arcadis.com	charlie_chen@dfwtechnology.com
brivera@indatatech.com	carol@orsat.com	charlotte.woodruff@rswtech.com
broaddus@broaddusassociates.com	caroline.walker@changecorporation.com	Cheller@sam.biz
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# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. J.1.**

**11/28/2023**

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Discuss Potential Litigation



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. J.2.**

**11/28/2023**

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Discuss Potential Sale of Property-Precinct 2



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. J.3.**

**11/28/2023**

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Deliberate Business and Financial Issues Related to Contract with Next Level