BRAZORIA COUNTY COMMISSIONERS COURT

MINUTES

BE IT REMEMBERED THAT ON NOVEMBER 18, 2025, THERE WAS BEGUN AND HOLDEN A REGULAR SESSION OF COMMISSIONERS COURT.

A. CALL TO ORDER

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

B. ROLL CALL

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

C. INVOCATION & PLEDGE OF ALLEGIANCE BY COMMISSIONER CADE

D. APPROVAL OF MINUTES

D.1. Commissioners Court Special Session - October 28, 2025 9:00 AM

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

E. PUBLIC APPEARANCES

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

F. PROCLAMATIONS/RESOLUTIONS - NONE

G. FORMAL REPORTS AND APPEARANCES - NONE

H. CONSENT

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

County Judge

H.1. Southeast Texas Housing Finance Corporation

H.2. Military Museum Letter of Endorsement

County Clerk

H.3. Collections Department Quarterly Report

H.4. Congressional Redistricting - Commissioner and Precinct Changes

Tax Assessor - Collector

H.5. Texas.gov Terms and Conditions Relating to the Use of the Department of Information Resources (DIR) Shared Services Master Service Agreements

H.6. Agreement with Texas Parks and Wildlife - Boat Agent

Auditor

H.7. Payment of Bills

H.8. FY 2026: Record Budget for Other Funds

H.9. FY 2026: Record Budget for Other Funds

H.10. FY 2026: Record Budget for Other Funds

H.11. FY 2026: Line Item Transfer

H.12. FY 2026: Funding for Use of Military Vehicles

Engineer

H.13. Exception to Subdivision Platting for Veronica Cervantes (Precinct 4)

H.14. Interlocal Agreement with Drainage District No. 4 (Precinct 2)

H.15. Interlocal Agreement with the City of Surfside No. IS26-0007

H.16. Ratify Declaration Regarding State Highway 332 Terminus and East Groin Construction

H.17. Interlocal Agreement with the City of Lake Jackson No. IS26-0004

H.18. Projects Under Blanket Interlocal Agreements for Direct Assistance to Cities and Towns

H.19. City of Iowa Colony - Release of Platted Roads from Extraterritorial Jurisdiction (ETJ)

H.20. Close, Vacate, and Abandon Part of a Public Road and Its Rights-of-Way of Record in Abstract 44 (Precinct 4)

H.21. Training Repayment Agreement between Brazoria County and Employees for CDL Training at Alvin Community College - Corporate College

Flood Plain

H.22. Adopt Revised Development Regulations of Brazoria County, Texas for Floodplain Management

Item pulled and moved to discussion by Commissioner Linder.

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

Health

H.23. Department of State Health Services (DSHS) Cities Readiness Initiative (CRI) Contract No. HHS001439300008, Amendment No. 3

H.24. Department of State Health Services (DSHS) Public Health Emergency Preparedness (PHEP) Contract No. HHS001439500015 Amendment No. 4

H.25. Department of State Health Services (DSHS) Regional Local Support Services (RLSS) Contract No. HHS001588400008 Amendment No. 1

Human Resource

H.26. Overtime Report

H.27. Split Library Position

Information Systems

H.28. Authorization to Sign American Registration of Internet Numbers (ARIN) Affidavits

Parks

H.29. Ratify General Land Office Contract No. 22-198-000-D623

Purchasing Department

H.30. Advertise Bids for Oils and Lubricants

H.31. Renew RFP #21-100 Lease Plan for Books and Other Materials

H.32. Advertise Bids for Waste Management Services

H.33. Renew ITB #22-05 Cutting Tools - Bullet Teeth Contract

H.34. Renew RFP #25-01 Citizen Corps and Medical Reserve Corps Training

H.35. Transfer of Heavy Equipment

H.36. Transfer of Boat, Motor and Trailer

H.37. Amend Contract for Software Development and License Agreement

H.38. Renew ITB #25-04 Road Safety Products Signs and Posts

H.39. Advertise Bids for Waste Management - Port-A-Cans

Toll Road Authority

H.40. Treasurer's Monthly Cash and Investment Report for Toll Road Funds for September 2025

I. DISCUSSION

County Judge

I.1. Resolution - Brazoria County Appraisal District

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

Sheriff's Office

I.2. Agreement with Brazoria County Municipal Utility Districts (MUD) No. 2, 3 and 6

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

Treasurer

I.3. Treasurer's Monthly Cash and Investment Report for September 2025

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

Auditor

I.4. Issuance of a Purchase Order After the Fact - Parks Department - Good Tides Kayak

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

I.5. Issuance of Purchase Orders After the Fact - Parks Department

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

Engineer

I.6. Engineering Services for the Hastings Phase II Roadway and Drainage Improvements Project

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

I.7. Engineering Services for the CR 179 Bridge Repair Project

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

I.8. Interlocal Agreement with Alvin College - Corporate College

Changed Alvin Community College name to Alvin College.

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

Human Resource

I.9. New Hire Starting Rate of Pay - Justice of the Peace Precinct 4 - Place 2

Item pulled for December 9, 2025 meeting.

RESULT:	PULLED FROM AGENDA

Parks

I.10. Accept Donation by the Freeport LNGives Program

RESULT:	PULLED FROM AGENDA

I.11. Accept Donation of Park Benches by the Brazoria County Petrochemical Council and Braskem Company

RESULT:	PULLED FROM AGENDA

Department Heads

Joyce Hudman - County Clerk
Sharon Trower - Public Information Officer
Matt Hanks - Engineer
Liz Sitta - Chief Administrator Precinct 3
William Lassiter - Building Maintenance Superintendant
Gerald Hendrick - Building Maintenance

J. CLOSED MEETING

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

At 10:01 a.m. Commissioners Court entered into Closed Session.
At 11:50 a.m. Commissioners Court was again in open session with all members present. As no further matters were to be had, Judge Sebesta recessed this Regular session of Commissioners Court at 11:50 a.m.

Texas Govt Code 551.071

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

J.1. Discuss Potential Litigation

No action taken at this time

J.2. Consultation with Attorney Regarding Detention Center

No action taken at this time

J.3. Potential Litigation - Kinder Morgan Tejas Pipeline, L.P. - 5450 CR 4, Damon, Texas 77430

No action taken at this time

J.4. Pending Litigation - 136635-CV; In Re Sonia George vs. Clute Police Department, et al.

No action taken at this time

Texas Govt Code 551.072

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

J.5. Discuss Lease of Property

No action taken at this time

K. ANNOUNCEMENTS

L. WORKSHOP - NONE

M. RECESS

As no further matters were to be had, Commissioners Court recessed this Regular Session at 11:50 AM.

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

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. D.1. **11/18/2025**

Commissioners Court Special Session - October 28, 2025 9:00 AM

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.1. **11/18/2025**

Southeast Texas Housing Finance Corporation

Approve the attached document regarding the Southeast Texas Housing Finance Corporation issuance of Tax-Exempt Bonds for the Seville Place Apartments.

The County Judge is hereby authorized to sign documents related to the tax-exempt bond financing upon final review by the District Attorney's Office.

SOUTHEAST TEXAS HOUSING FINANCE CORPORATION

October 27, 2025

The Honorable L. M. "Matt" Sebesta Jr.
Brazoria County Judge's Office
111 E. Locust, Ste. 102A
Angleton, TX 77515

RE: Seville Place Apartments - La Porte
Issuance of Tax-Exempt Bond Financing
The Southeast Texas Housing Finance Corporation

Dear Judge Sebesta:

Please find enclosed:

- **General and No Litigation Certificate**

These documents represent the Approval for the Issuance of Tax-Exempt Bonds for the acquisition and rehabilitation of the Seville Place Apartments – La Porte.

Please **sign three (3) copies** of the **General and No Litigation Certificate.** ***In order to meet the Attorney General's submission date please, respectively, return the original executed copies no later than December 12, 2025 using the pre-paid Fed-Ex Envelope included in this packet.***

NOTE: Please Do Not Date the General and No Litigation Certificate. The State of Texas' Attorney General's Office will date those forms when appropriate.

For your review, I have also included a copy of:

- **Certificate of Approval from the City of La Porte**
- **Certificate of Hearing Officer**

If you or your staff have any questions, please do not hesitate to contact me at 281-484-4663 ext. 108; rwilliams@sethfc.com, or Candace Carrier-Spencer at 281-484-4663 ext. 107;ccspencer@sethfc.com.

Sincerely,

Ron Williams
Executive Director

xc: Commissioner Donald "Dude" Payne, SETH Director (w/o Attachments)
Mr. Tom Selleck, District Attorney (with Attachments)
Ms. Joyce Hudman, County Clerk (with Attachments)

NOTE: Neither the State of Texas Attorney General's Office nor the Housing Finance Corporation's Act requires a Resolution of Approval by City Council's or Commissioners' Courts. SETH must obtain approval from all eighteen (18) of its jurisdictions for the issuance of any tax-exempt bonds.

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

BRAZORIA COUNTY, TEXAS

By _____
Judge Matt Sebesta, Jr.

ATTEST

By_____
[Deputy] County Clerk

DATED: _____
[TO BE DATED BY ATTORNEY GENERAL OF THE STATE OF TEXAS]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

BRAZORIA COUNTY, TEXAS

By _____
Judge Matt Sebesta, Jr.

ATTEST

By_____
[Deputy] County Clerk

DATED: _____
[TO BE DATED BY ATTORNEY GENERAL OF THE STATE OF TEXAS]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

BRAZORIA COUNTY, TEXAS

By _____
Judge Matt Sebesta, Jr.

ATTEST

By_____
[Deputy] County Clerk

DATED: _____
[TO BE DATED BY ATTORNEY GENERAL OF THE STATE OF TEXAS]

GENERAL AND NO LITIGATION CERTIFICATE OF BRAZORIA COUNTY

We hereby certify that we are duly elected or appointed and acting officers of Brazoria County, Texas (the *"County"*). We do hereby further certify that:

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the *"Attorney General"*) and all persons interested in the validity of the proceedings of The Southeast Texas Housing Finance Corporation (the *"Corporation"*) related to the issuance by the Corporation of its tax-exempt obligations for the Seville Place Apartments project, to be issued in one or more series in an aggregate principal amount not to exceed $22,500,000 (the *"Bonds"*).

2. The Commissioners Court (the *"Governing Body"*) of the County authorized the membership of the County in the Corporation, a joint housing finance corporation created pursuant to the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the *"Act"*), and approved the Corporation's articles of incorporation (and all amendments thereto).

3. The County has appointed Commissioner Donald "Dude" Payne to act as a member of the board of directors of the Corporation. The individual is a resident of a city or county which is a member of the Corporation.

4. The Governing Body has taken no action pursuant to the Act, including Section 394.016(c) thereof, or otherwise, to limit the effectiveness of the resolution authorizing the issuance of the Bonds or in any way affecting the proceedings relating to the issuance of the Bonds.

5. The Governing Body has not created any other Corporation that currently has the power to make home mortgages or loans to lending institutions, the proceeds of which are to be used to make home mortgage or loans on residential developments.

6. No litigation is pending, or to our knowledge threatened, in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is party.

7. Each of the undersigned officers of the County hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this Certificate concurrently with the date of his approval of the Bonds and this Certificate shall be deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Bonds to the initial purchasers thereof.

9. By his or her signature hereto, the undersigned representative of the Governing Body assumes no liability whatsoever with respect to the Bonds. The Bonds are not an indebtedness of the Governing Body or the County and the Governing Body and the County shall have no liability therefor.

[Remainder of Page Intentionally Left Blank]

CERTIFICATE OF APPROVAL
FOR ISSUANCE OF TAX-EXEMPT OBLIGATIONS

I, the chief elected executive officer of the City of La Porte, Texas, elected at-large by the voters of the City of La Porte, Texas, make this certificate solely to satisfy the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, with respect to the proposed issuance of one or more series of tax-exempt obligations by The Southeast Texas Housing Finance Corporation (the *"Corporation"*) in an aggregate principal amount of not more than $22,500,000 (the *"Bonds"*). The Bonds will be issued for the benefit of LSP Partners, LP or an affiliate thereof (the *"Borrower"*), in connection with the acquisition, rehabilitation and equipping of a multifamily housing development known as Seville Place Apartments located at 3701 Luelle Boulevard, La Porte, Texas 77571 and consisting of approximately 180 units (the *"Development"*). The Borrower will own the Development. It is anticipated that a wholly-owned affiliate of Southeast Texas Multifamily Resources, Inc., an affiliate of the Corporation, will own the land on which the Development is located and lease such land to the Borrower. Further, it is anticipated that the general partner of the Borrower will be wholly-owned by Southeast Texas Multifamily Resources, Inc.

A public hearing was held on behalf of the City of La Porte, Texas, by Ron Williams, the designated hearing officer, as described in the attached Certificate of Hearing Officer. As the "applicable elected representative" of the City of La Porte, Texas, I approve the issuance of the Bonds in the amount and for the purpose described above.

This approval is not: (1) a warranty by the City of La Porte, Texas, the Mayor of the City of La Porte, Texas, or of any agency, political subdivision, or instrumentality of the State of Texas that the Bonds will be paid or that any of the obligations assumed in connection with issuance of the Bonds will in fact be performed; (2) a pledge of the faith and credit of the State of Texas or of any agency, political subdivision, or instrumentality the State of Texas; or (3) a warranty of the validity of the corporate existence of the Corporation or of the Bonds themselves.

IN WITNESS WHEREOF, I have officially signed my name in the City of La Porte, Texas, on the date set forth below.

Mayor Rick Helton
City of La Porte, Texas

Dated: October 13, 2025, 2025

CERTIFICATE OF HEARING OFFICER

I, the undersigned, acting as hearing officer (the *"Hearing Officer"*), do hereby make and execute this certificate for the benefit of all persons interested in the proposed issuance of one or more series of tax-exempt obligations by The Southeast Texas Housing Finance Corporation in an aggregate principal amount not to exceed $22,500,000 (the *"Bonds"*) for the benefit of LSP Partners, LP, or an affiliate thereof, in connection with the acquisition, rehabilitation and equipping of an approximately 180-unit multifamily housing development located at 3701 Luella Boulevard, La Porte, Texas 77571 (the *"Development"*).

I hereby certify as follows:

1. That I am the duly appointed Hearing Officer for the public hearing that was held on September 11, 2025, at 11:00 a.m. Central time telephonically whereby all interested persons could monitor and participate in the hearing by calling (877) 853-5247 (a toll-free telephone number) and entering 802-469-2463, followed by a pound key (#), in connection with the issuance of the Bonds.

2. That notice of the public hearing was published no less than seven days before the date of the public hearing in a newspaper or newspapers of general circulation available to residents of the Texas Counties of Austin, Brazoria, Chambers, Galveston, Liberty, Matagorda, Walker, Waller and Wharton and the Texas Cities of Baytown, Deer Park, Dickinson, La Marque, La Porte, Pasadena, Santa Fe, Shoreacres, Texas City and Tomball, as described in *Exhibit A* attached hereto; the notice included the date, time and place of the public hearing, the location, a description of the Development and the maximum aggregate principal amount of the Bonds.

3. That all interested persons who attended the public hearing telephonically were given an opportunity to comment on the proposed issuance of the Bonds and the Development. The names and comments of all interested persons appearing at the public hearing, if any, are set forth in *Exhibit A* attached hereto.

4. That after giving all interested persons an opportunity to attend the hearing telephonically by dialing into the toll-free telephone conference line number noted above and comment, the public hearing was declared closed.

5. That a copy of the affidavit of publication of notice of public hearing is set forth in *Exhibit B* attached hereto.

[Remainder of Page Intentionally Left Blank]

WITNESS MY HAND this 11th day of September, 2025.

Ron Williams, Hearing Officer

SOUTHEAST TEXAS HOUSING FINANCE CORPORATION

October 27, 2025

The Honorable L. M. "Matt" Sebesta Jr.
Brazoria County Judge's Office
111 E. Locust, Ste. 102A
Angleton, TX 77515

RE: Seville Place Apartments - La Porte
Issuance of Tax-Exempt Bond Financing
The Southeast Texas Housing Finance Corporation

Dear Judge Sebesta:

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- **Certificate of Approval from the City of La Porte**
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If you or your staff have any questions, please do not hesitate to contact me at 281-484-4663 ext. 108; rwilliams@sethfc.com, or Candace Carrier-Spencer at 281-484-4663 ext. 107;ccspencer@sethfc.com.

Sincerely,

Ron Williams
Executive Director

xc: Commissioner Donald "Dude" Payne, SETH Director (w/o Attachments)
Mr. Tom Selleck, District Attorney (with Attachments)
Ms. Joyce Hudman, County Clerk (with Attachments)

NOTE: Neither the State of Texas Attorney General's Office nor the Housing Finance Corporation's Act requires a Resolution of Approval by City Council's or Commissioners' Courts. SETH must obtain approval from all eighteen (18) of its jurisdictions for the issuance of any tax-exempt bonds.

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

BRAZORIA COUNTY, TEXAS

By _____
Judge Matt Sebesta, Jr.

ATTEST

By _____
[Deputy] County Clerk

DATED: _____
[TO BE DATED BY ATTORNEY GENERAL OF THE STATE OF TEXAS]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

BRAZORIA COUNTY, TEXAS

By _____
Judge Matt Sebesta, Jr.

ATTEST

By _____
[Deputy] County Clerk

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3. The County has appointed Commissioner Donald "Dude" Payne to act as a member of the board of directors of the Corporation. The individual is a resident of a city or county which is a member of the Corporation.

4. The Governing Body has taken no action pursuant to the Act, including Section 394.016(c) thereof, or otherwise, to limit the effectiveness of the resolution authorizing the issuance of the Bonds or in any way affecting the proceedings relating to the issuance of the Bonds.

5. The Governing Body has not created any other Corporation that currently has the power to make home mortgages or loans to lending institutions, the proceeds of which are to be used to make home mortgage or loans on residential developments.

6. No litigation is pending, or to our knowledge threatened, in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is party.

7. Each of the undersigned officers of the County hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this Certificate concurrently with the date of his approval of the Bonds and this Certificate shall be deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Bonds to the initial purchasers thereof.

9. By his or her signature hereto, the undersigned representative of the Governing Body assumes no liability whatsoever with respect to the Bonds. The Bonds are not an indebtedness of the Governing Body or the County and the Governing Body and the County shall have no liability therefor.

[Remainder of Page Intentionally Left Blank]

CERTIFICATE OF APPROVAL
FOR ISSUANCE OF TAX-EXEMPT OBLIGATIONS

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A public hearing was held on behalf of the City of La Porte, Texas, by Ron Williams, the designated hearing officer, as described in the attached Certificate of Hearing Officer. As the "applicable elected representative" of the City of La Porte, Texas, I approve the issuance of the Bonds in the amount and for the purpose described above.

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IN WITNESS WHEREOF, I have officially signed my name in the City of La Porte, Texas, on the date set forth below.

Mayor Rick Helton
City of La Porte, Texas

Dated: October 13, 2025, 2025

CERTIFICATE OF HEARING OFFICER

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I hereby certify as follows:

1. That I am the duly appointed Hearing Officer for the public hearing that was held on September 11, 2025, at 11:00 a.m. Central time telephonically whereby all interested persons could monitor and participate in the hearing by calling (877) 853-5247 (a toll-free telephone number) and entering 802-469-2463, followed by a pound key (#), in connection with the issuance of the Bonds.

2. That notice of the public hearing was published no less than seven days before the date of the public hearing in a newspaper or newspapers of general circulation available to residents of the Texas Counties of Austin, Brazoria, Chambers, Galveston, Liberty, Matagorda, Walker, Waller and Wharton and the Texas Cities of Baytown, Deer Park, Dickinson, La Marque, La Porte, Pasadena, Santa Fe, Shoreacres, Texas City and Tomball, as described in *Exhibit A* attached hereto; the notice included the date, time and place of the public hearing, the location, a description of the Development and the maximum aggregate principal amount of the Bonds.

3. That all interested persons who attended the public hearing telephonically were given an opportunity to comment on the proposed issuance of the Bonds and the Development. The names and comments of all interested persons appearing at the public hearing, if any, are set forth in *Exhibit A* attached hereto.

4. That after giving all interested persons an opportunity to attend the hearing telephonically by dialing into the toll-free telephone conference line number noted above and comment, the public hearing was declared closed.

5. That a copy of the affidavit of publication of notice of public hearing is set forth in *Exhibit B* attached hereto.

[Remainder of Page Intentionally Left Blank]

WITNESS MY HAND this 11th day of September, 2025.

Ron Williams, Hearing Officer

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.2. **11/18/2025**

Military Museum Letter of Endorsement

Approve the attached letter of endorsement for the Military Museum.

L.M. “Matt” Sebesta, Jr.
County Judge

Lacey Powell
Chief of Staff

Brazoria County

November 3, 2025

Texas Facilities Commission
Federal Surplus Property Program
P.O. Box 13047
Austin, Texas 78711-3047

Re: Letter of Endorsement for Brazoria County Military Museum

To Whom It May Concern:

The Brazoria County Military Museum has unique equipment that is very useful and beneficial to Brazoria County during disaster events. Brazoria County began utilizing the Museum to assist it during disasters after Hurricane Ike came onshore in September 2008. This organization, with its unique equipment, provided rescue services of both humans and animals after the Hurricane. Since 2008, the Museum has been available to assist the County during any type of disaster. The County’s Emergency Management Team seeks the assistance of the Museum during disasters.

This service has been invaluable to the County and the residents of this County. The County does not have equipment necessary to accomplish these goals and without the assistance of the Museum, many lives would be at risk and countless animals would have perished.

Sincerely,

L.M. “Matt” Sebesta, Jr.
Brazoria County Judge

L.M. “Matt” Sebesta, Jr.
County Judge

Lacey Powell
Chief of Staff

Brazoria County

November 3, 2025

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This service has been invaluable to the County and the residents of this County. The County does not have equipment necessary to accomplish these goals and without the assistance of the Museum, many lives would be at risk and countless animals would have perished.

Sincerely,

L.M. “Matt” Sebesta, Jr.
Brazoria County Judge.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.3. **11/18/2025**

Collections Department Quarterly Report

Approve the Criminal Case Management Fine and Fee Quarterly Report for April 1, 2025 through September 30, 2025.

Receipt #	Case #	Party	Date	CRFINE GFC450100
2025-583952	191098	Marshall, Tristan	7/23/2025	$300.00
2025-587861	238003	Debraal, John R	9/26/2025	$300.00
2025-588004	241540	Richardson, Tysha	9/30/2025	$100.00
2025-586167	245859	Sepeda, Adrianna Lynn	8/28/2025	$148.00
2025-586175	245859	Sepeda, Adrianna Lynn	8/28/2025	$102.00
2025-586921	256402	Wilson, Octavious Lamar	9/11/2025	$400.00
2025-584166	258151	Martinez, Javier	7/28/2025	$300.00
2025-582792	258989	Clay, Aamahd	7/3/2025	$66.67
2025-585722	258989	Clay, Aamahd	8/21/2025	$83.33
2025-586493	258989	Clay, Aamahd	9/3/2025	$33.33
2025-587297	258989	Clay, Aamahd	9/17/2025	$66.67
2025-583958	259749	Gillespie, Kenneth James	7/23/2025	$87.62
2025-586126	260018	Jones, Marissa La Shae	8/28/2025	$120.00
2025-584845	260367	Marsh, Wendy Lynn	8/8/2025	$83.34
2025-585305	260367	Marsh, Wendy Lynn	8/16/2025	$83.34
2025-584494	260536	Ibarra, Alejandro	8/1/2025	$131.55
2025-585886	260536	Ibarra, Alejandro	8/23/2025	$177.78
2025-584713	260696	Perez, Edna Marie	8/6/2025	$250.00
2025-583919	260978	Mata Oliva, Carlos Fabian	7/22/2025	$75.00
2025-585362	260978	Mata Oliva, Carlos Fabian	8/18/2025	$162.00
2025-583793	260995	Lugo, Daniel	7/19/2025	$105.00
2025-586608	260995	Lugo, Daniel	9/5/2025	$154.00
2025-584214	261071	Warren, Jeremy Wayne	7/28/2025	$97.06
2025-587430	261071	Warren, Jeremy Wayne	9/19/2025	$48.53
2025-585674	261100	Brown, Raylon John	8/20/2025	$22.22
2025-585353	261336	Ayala, Sophia	8/18/2025	$1,200.00
2025-582851	261383	Rodriguez, Richard	7/5/2025	$79.17
2025-583957	261383	Rodriguez, Richard	7/23/2025	$79.16
2025-586053	261383	Rodriguez, Richard	8/27/2025	$79.17
2025-587624	261383	Rodriguez, Richard	9/24/2025	$105.83
2025-583751	261452	Young, Renaldo Christopher	7/18/2025	$13.89
2025-585303	261452	Young, Renaldo Christopher	8/15/2025	$13.89
2025-587095	261452	Young, Renaldo Christopher	9/13/2025	$13.89
2025-585023	261532	Guardado Amaya, Marco	8/13/2025	$73.93
2025-587727	261532	Guardado Amaya, Marco	9/25/2025	$134.31
OP-00798-2025	261599	Polley, Tyriq Semaj	8/30/2025	$66.70
2025-582926	261714	Bogner, Gabriela Santos	7/7/2025	$69.30
2025-582927	261714	Bogner, Gabriela Santos	7/7/2025	$76.50
2025-584720	261773	Franks, Topanga	8/6/2025	$83.00
2025-586121	261773	Franks, Topanga	8/27/2025	$165.00
2025-587401	261773	Franks, Topanga	9/18/2025	$165.00
2025-584504	261802	Carmona, Juan	8/1/2025	$87.11
2025-586308	261802	Carmona, Juan	8/29/2025	$87.11
2025-584699	261810	Cook, Kimberly	8/6/2025	$164.00
2025-585246	261954	Watkins, Tywuan	8/15/2025	$499.00

2025-582889	262027	Ferraro, Carolyn	7/7/2025	$289.00
2025-583390	262034	Garcia, Alyssa Marie	7/11/2025	$46.38
2025-584608	262034	Garcia, Alyssa Marie	8/4/2025	$100.62
2025-586551	262034	Garcia, Alyssa Marie	9/4/2025	$100.63
2025-582749	262059	Aguirre, Izabella Nicole	7/2/2025	$73.00
2025-584849	262059	Aguirre, Izabella Nicole	8/8/2025	$90.00
2025-587078	262064	Austin, Jalen Lawayne	9/12/2025	$183.44
2025-587962	262301	Sigur, Dallas Louis, IV	9/29/2025	$200.00
2025-584212	262372	Villalobos, Ethan	7/28/2025	$85.00
2025-586294	262372	Villalobos, Ethan	8/29/2025	$83.36
2025-583517	262461	Anderson, Aryn Kathleen	7/14/2025	$88.24
2025-584339	262461	Anderson, Aryn Kathleen	7/30/2025	$88.24
2025-586545	262461	Anderson, Aryn Kathleen	9/4/2025	$70.59
2025-587426	262477	Danford, Richard	9/19/2025	$258.50
2025-584251	262552	Mitchell, Damond	7/29/2025	$60.00
2025-587728	262552	Mitchell, Damond	9/25/2025	$83.33
2025-583836	262578	Dean, Astre	7/21/2025	$105.88
2025-586633	262578	Dean, Astre	9/8/2025	$142.94
2025-583049	262621	Kopochius, Cassandra Marie	7/9/2025	$100.01
2025-587120	262621	Kopochius, Cassandra Marie	9/15/2025	$166.66
2025-585127	262644	Fogle, Julius, III	8/14/2025	$620.00
2025-585128	262644	Fogle, Julius, III	8/14/2025	$80.00
2025-582925	262738	Acker, Javia Enae	7/7/2025	$125.00
2025-584522	262738	Acker, Javia Enae	8/3/2025	$125.00
2025-586340	262738	Acker, Javia Enae	8/29/2025	$632.00
2025-585766	262957	Blackstock, Patricia	8/21/2025	$750.00
2025-583443	262978	Chavez, Marcos Rios	7/12/2025	$180.59
OP-00794-2025	262997	Walker, Zaire	8/28/2025	$141.23
2025-587136	263044	Snavely, Chad Dugan Blaine	9/15/2025	$83.00
2025-584072	263080	Iracheta, Manuel	7/25/2025	$60.56
2025-583774	263096	Bateman, Omariion David	7/18/2025	$30.00
2025-584421	263096	Bateman, Omariion David	7/31/2025	$49.00
2025-587498	263121	Martinez, Javier	9/22/2025	$300.00
2025-587996	263156	Gilmore, Blake	9/30/2025	$500.00
2025-582961	263282	Burton, Philip	7/8/2025	$350.00
2025-586705	263442	Figueroa, Micheal Benigno	9/9/2025	$27.50
2025-584195	263524	Mullen, Michael Christopher	7/28/2025	$59.00
2025-586270	263524	Mullen, Michael Christopher	8/29/2025	$83.00
2025-583776	263545	Hunter, Leslie Renea	7/18/2025	$15.00
2025-585883	263545	Hunter, Leslie Renea	8/23/2025	$100.00
2025-587928	263545	Hunter, Leslie Renea	9/29/2025	$83.33
2025-582964	263613	Ramos, Katherin	7/8/2025	$5.29
2025-584215	263613	Ramos, Katherin	7/28/2025	$13.24
2025-584789	263613	Ramos, Katherin	8/8/2025	$88.24
2025-586628	263613	Ramos, Katherin	9/6/2025	$88.24
2025-586631	263627	Smith, Ashton	9/8/2025	$38.00
2025-584667	263655	Bump, Cassandra	8/6/2025	$7.00

2025-586612	263655	Bump, Cassandra	9/5/2025	$105.01
2025-586448	263665	Locke, Lindsay Rene	9/3/2025	$23.33
2025-588001	263665	Locke, Lindsay Rene	9/30/2025	$83.34
2025-586041	263682	Serrano-Cervantes, Alex	8/27/2025	$73.00
2025-587886	263682	Serrano-Cervantes, Alex	9/27/2025	$80.00
2025-587784	263797	Grinie, Nicolas Jeremy	9/25/2025	$300.00
2025-586040	263819	Serrano-Cervantes, Alex	8/27/2025	$23.00
2025-587887	263819	Serrano-Cervantes, Alex	9/27/2025	$80.00
2025-584056	263902	Martinez, Jordan	7/24/2025	$90.00
2025-584722	263902	Martinez, Jordan	8/6/2025	$102.00
2025-586495	263902	Martinez, Jordan	9/4/2025	$100.00
2025-585073	263918	Castillo, Narcisco Jesus	8/13/2025	$233.00
2025-583851	263965	Robledo, Daniel Hernandez	7/21/2025	$83.00
2025-585739	263965	Robledo, Daniel Hernandez	8/21/2025	$85.00
2025-587373	263965	Robledo, Daniel Hernandez	9/18/2025	$83.00
2025-586627	264043	Peralta, Abigail	9/6/2025	$90.88
2025-582824	264066	Woodards, Cydney	7/3/2025	$300.00
2025-584337	264073	Contreras, Erica	7/30/2025	$180.00
2025-584840	264099	Hernandez, Oscar Gabriel	8/8/2025	$23.33
2025-584841	264099	Hernandez, Oscar Gabriel	8/8/2025	$16.67
2025-586702	264099	Hernandez, Oscar Gabriel	9/8/2025	$83.33
2025-582930	264107	Medina, Leonel	7/7/2025	$10.83
2025-584603	264107	Medina, Leonel	8/4/2025	$79.17
2025-586431	264107	Medina, Leonel	9/2/2025	$79.17
2025-584481	264143	Cruz Ledesma, Miguel	8/1/2025	$38.22
2025-586491	264143	Cruz Ledesma, Miguel	9/3/2025	$88.89
2025-587569	264143	Cruz Ledesma, Miguel	9/23/2025	$88.89
2025-582900	264147	Ramirez, Jazmine Renai	7/7/2025	$88.89
2025-584513	264147	Ramirez, Jazmine Renai	8/2/2025	$272.89
2025-587850	264282	Jones, Jared	9/26/2025	$60.00
OP-00723-2025	264282	Jones, Jared	7/24/2025	$65.00
OP-00799-2025	264282	Jones, Jared	9/1/2025	$100.00
2025-584521	264354	Ortiz, Meliza	8/3/2025	$90.88
2025-586626	264354	Ortiz, Meliza	9/6/2025	$105.88
2025-585146	264509	Kennedy, Miranda	8/14/2025	$200.00
2025-586214	264573	Comick, Demyria	8/28/2025	$50.00
2025-586761	264577	Castro, Ray	9/9/2025	$164.50
2025-586765	264624	Gomez, Jose	9/9/2025	$40.31
2025-583658	264695	Jefferson, Cayden Hunter	7/17/2025	$90.00
2025-587007	264695	Jefferson, Cayden Hunter	9/12/2025	$67.00
OP-00785-2025	264695	Jefferson, Cayden Hunter	8/24/2025	$90.00
2025-584003	264699	Bazert, Quinton	7/24/2025	$300.00
2025-586964	264720	Lozano, Carlos	9/12/2025	$800.00
2025-587175	264823	Lanuza, Donovan	9/16/2025	$250.00
2025-584968	264827	Lee, Torris Andre, Sr.	8/12/2025	$300.00
2025-587796	264849	Johnican, Camille	9/25/2025	$58.00
2025-584719	264855	Johnson, Kayla Opal	8/6/2025	$83.00

2025-587794	264871	Wiley, Ashla	9/25/2025	$23.33
2025-585776	264938	Berrios, Mirian	8/21/2025	$188.45
2025-585777	264938	Berrios, Mirian	8/21/2025	$161.55
2025-584399	264992	Rhodes, Christopher	7/31/2025	$200.00
2025-586834	265003	Rendon, Maria	9/10/2025	$300.00
2025-586564	265008	Salazar, Elijah Govanni	9/4/2025	$102.73
2025-587526	265084	Aldridge, Andrew Dean	9/22/2025	$84.50
2025-585787	265130	Barrios, Monica	8/21/2025	$63.00
2025-585763	265132	Boudreaux, Leslie	8/21/2025	$400.00
2025-585179	265143	Dickerson, Donielle	8/14/2025	$2.00
2025-585302	265143	Dickerson, Donielle	8/15/2025	$100.00
2025-585314	265143	Dickerson, Donielle	8/18/2025	$198.00
2025-587723	265203	Washington, Terrick	9/25/2025	$500.00
2025-586185	265277	Lewis, Johnathan Obrien	8/28/2025	$250.00
2025-585018	265303	Harshbarger, Robert	8/13/2025	$500.00
2025-582738	265308	Luprete, Joseph	7/2/2025	$300.00
2025-583917	265362	KIMBRO, AMANDA DENISE	7/22/2025	$750.00
2025-585773	265400	Cedillos Orellana, Jose Arquimides	8/21/2025	$350.00
2025-587476	265544	Craig, Simone	9/20/2025	$500.00
2025-586197	265570	Martinez, Isaiah Paul	8/28/2025	$500.00
2025-585762	265633	Alvarado, Porfirio, Jr.	8/21/2025	$500.00
2025-585155	265786	Chavez, Joseph Ephraim	8/14/2025	$200.00
2025-586757	265825	Gao, Xin	9/9/2025	$300.00
2025-586732	265851	Garza, Grecia Berenice	9/9/2025	$200.00
2025-586731	265852	Garza, Grecia Berenice	9/9/2025	$800.00
2025-586721	265889	Hernandez-Portillo, Ana Isabel	9/9/2025	$500.00
2025-585123	265980	Rozzi, Alfio	8/14/2025	$250.00
2025-586750	265982	Sanchez, Luis	9/9/2025	$200.00
2025-586753	266002	Stanley, James	9/9/2025	$500.00
2025-587721	266010	Tomlinson, Kristin Lea	9/25/2025	$43.00
2025-587286	266116	Amescua, Isaac	9/17/2025	$88.00
2025-585767	266125	Baugh, Jonathan	8/21/2025	$200.00
2025-588015	266200	Beasley, Ronald Jefferson	9/30/2025	$100.00
2025-587088	266366	Joseph, Derrick	9/13/2025	$77.65
2025-585152	266443	Eakins, McGarrett	8/14/2025	$2.00
2025-585153	266443	Eakins, McGarrett	8/14/2025	$98.00
2025-583172	266584	Garcia, Timothy Jason	7/10/2025	$200.00
2025-586164	266601	Grier, Bobby	8/28/2025	$250.00
2025-586179	266627	Hernandez, Erasmo	8/28/2025	$271.76
2025-586452	266627	Hernandez, Erasmo	9/3/2025	$478.24
2025-584019	266709	Reyna, Ricardo	7/24/2025	$500.00
2025-588009	266717	Subias Romero, Gabriela	9/30/2025	$500.00
2025-585760	266832	Resendiz, Joshua	8/21/2025	$402.00
2025-585761	266832	Resendiz, Joshua	8/21/2025	$98.00
2025-585138	266905	Lee, Nichloas Andrew	8/14/2025	$250.00
2025-585665	266946	Gonzales, Jamie	8/20/2025	$700.00
2025-587997	267001	Harris, Jevion Anthony	9/30/2025	$200.00

2025-582663	267061	Hatter, Imari Monet	7/1/2025	$200.00
2025-582665	267143	Akhigbe, Bright	7/1/2025	$200.00
2025-588034	267268	Villareal, Jennifer Jordan	9/30/2025	$313.97
2025-586762	267437	Oden, Anson Joseph, III	9/9/2025	$400.00
2025-586802	267692	Mendoza, Peter	9/10/2025	$102.00
2025-586804	267692	Mendoza, Peter	9/10/2025	$98.00
2025-586805	267916	Rodriguez, Ivan Alexandro	9/10/2025	$200.00
2025-586806	267968	Trejo-Contreras, Jacob	9/10/2025	$300.00
2025-586798	267992	Yandell, Kenneth	9/10/2025	$250.00
2025-588063	268267	Talbot, John	9/30/2025	$200.00
2025-584409	193291	Sylvester, Roshawn	7/31/2025	$100.00
2025-584075	254137	Franks, Jessie	7/25/2025	$66.22
2025-585405	254137	Franks, Jessie	8/18/2025	$911.93
2025-584103	254612	Peralta, Don Louis	7/25/2025	$142.00
2025-586415	254765	Johnson, Jackie Ray	9/2/2025	$25.50
2025-587479	254765	Johnson, Jackie Ray	9/20/2025	$274.50
2025-583896	255430	Elbel, Gabriella Kristine	7/22/2025	$50.00
2025-586125	255430	Elbel, Gabriella Kristine	8/27/2025	$50.00
2025-587688	255430	Elbel, Gabriella Kristine	9/24/2025	$50.00
2025-587587	256676	Leal Sanchez, Jesus	9/23/2025	$87.11
2025-587588	256676	Leal Sanchez, Jesus	9/23/2025	$200.89
OP-00726-2025	256676	Leal Sanchez, Jesus	7/28/2025	$44.44
OP-00795-2025	256676	Leal Sanchez, Jesus	8/29/2025	$44.45
2025-584939	257076	Trevino, Roxanna	8/11/2025	$45.45
2025-586555	257076	Trevino, Roxanna	9/4/2025	$43.64
OP-00685-2025	258946	Pintor, Hermina	7/13/2025	$66.86
OP-00792-2025	258946	Pintor, Hermina	8/28/2025	$42.86
2025-585851	259027	Alaniz, Andrew	8/22/2025	$1,000.00
2025-582638	259108	LeBlanc, Travis	7/1/2025	$27.56
2025-584412	259108	LeBlanc, Travis	7/31/2025	$972.44
2025-587098	259191	Morrow, Angie	9/13/2025	$307.00
2025-587012	259618	Izaguirre, Oziel	9/12/2025	$264.89
2025-583729	259687	Matamoros, Rosalinda	7/17/2025	$111.01
2025-587473	259687	Matamoros, Rosalinda	9/19/2025	$64.28
2025-586820	259831	Martinez, Adalverto	9/10/2025	$200.00
2025-586600	259839	Morales, Andric	9/5/2025	$500.00
2025-582837	260073	Jackson, Ashley	7/3/2025	$76.30
2025-583737	260073	Jackson, Ashley	7/17/2025	$89.41
2025-584453	260073	Jackson, Ashley	8/1/2025	$137.09
2025-584781	260073	Jackson, Ashley	8/7/2025	$119.21
2025-585183	260073	Jackson, Ashley	8/15/2025	$177.99
2025-584914	260093	Tanner, Kiare Rene	8/11/2025	$300.00
2025-586256	260157	Sulaiman, Usman O, Jr.	8/29/2025	$600.00
2025-584595	260263	Narvaez, Ernesto	8/4/2025	$308.58
2025-586036	260263	Narvaez, Ernesto	8/26/2025	$76.42
OP-00767-2025	260458	Champ, Isaac	8/15/2025	$600.00
2025-582807	260462	De Leon, Roy	7/3/2025	$21.88

2025-585239	260462	De Leon, Roy	8/15/2025	$87.50
2025-587409	260462	De Leon, Roy	9/19/2025	$179.36
2025-587815	260462	De Leon, Roy	9/26/2025	$175.00
2025-584320	260527	Brown, Dexter	7/30/2025	$75.00
2025-585411	260543	Nash, Nashon J Mar	8/18/2025	$69.74
2025-583800	260660	MASIS ESCOBAR, FRANCISCO STANLEY	7/21/2025	$48.00
2025-584612	260660	MASIS ESCOBAR, FRANCISCO STANLEY	8/5/2025	$125.00
2025-586039	260660	MASIS ESCOBAR, FRANCISCO STANLEY	8/26/2025	$127.00
2025-582728	260701	Abarca, Francisco Vidal	7/2/2025	$32.00
2025-583835	260908	Gomez, Edgar	7/21/2025	$157.50
2025-585160	260908	Gomez, Edgar	8/14/2025	$78.75
2025-583653	260958	Arevalo, Humberto, Jr.	7/16/2025	$42.86
2025-583549	261040	Palomino Martinez, Yanier	7/15/2025	$244.00
2025-583928	261097	Baldridge, Jordan	7/23/2025	$50.00
2025-584591	261122	Curry, Zarayah	8/4/2025	$80.00
2025-585933	261122	Curry, Zarayah	8/25/2025	$100.00
2025-584507	261332	Alvarado, Abelardo	8/1/2025	$81.78
2025-585708	261342	Bogema, Layton Avery	8/21/2025	$100.00
2025-585737	261367	Hale, Makyule Krestian	8/21/2025	$65.00
2025-586127	261367	Hale, Makyule Krestian	8/28/2025	$65.00
2025-586496	261367	Hale, Makyule Krestian	9/4/2025	$83.00
2025-584213	261437	Donaldson, Lauren	7/28/2025	$213.34
2025-587575	261437	Donaldson, Lauren	9/23/2025	$106.66
OP-00678-2025	261472	Deleon, Brian	7/9/2025	$30.00
OP-00705-2025	261472	Deleon, Brian	7/19/2025	$15.00
2025-582812	261533	Fernandez, Angel	7/3/2025	$58.33
2025-584963	261533	Fernandez, Angel	8/12/2025	$29.17
2025-585095	261533	Fernandez, Angel	8/13/2025	$29.17
2025-586490	261533	Fernandez, Angel	9/3/2025	$41.67
2025-584364	261541	Hensley, Jon Michael, II	7/30/2025	$218.18
2025-585093	261541	Hensley, Jon Michael, II	8/13/2025	$15.46
2025-583710	261595	Kelly, Princess	7/17/2025	$500.00
2025-583571	261660	Roy, Elton	7/15/2025	$213.00
2025-584634	261711	Baucum, Anthony Mark	8/5/2025	$91.00
2025-586124	261766	Claiborne, Charmisha	8/27/2025	$329.87
2025-583921	261841	Kelly, Stephen	7/23/2025	$223.68
2025-586699	261841	Kelly, Stephen	9/8/2025	$134.21
2025-583785	261958	Grissom, Michelle	7/18/2025	$85.71
2025-586199	262001	McCall, Malcolm William	8/28/2025	$200.00
2025-586700	262031	Hing, Sambo	9/8/2025	$300.00
2025-582876	262091	Navarro, Mia Marie Eloisa	7/7/2025	$130.00
2025-586640	262091	Navarro, Mia Marie Eloisa	9/8/2025	$124.00
2025-582871	262104	Cuevas Alonso, Adalid	7/7/2025	$115.45
2025-585961	262104	Cuevas Alonso, Adalid	8/25/2025	$118.18
2025-585249	262226	Gunter, Marquise Deshone	8/15/2025	$43.75
2025-586037	262226	Gunter, Marquise Deshone	8/26/2025	$87.50
2025-582751	262242	Garza, Xavier	7/2/2025	$84.45

2025-584483	262242	Garza, Xavier	8/1/2025	$88.88
2025-586486	262242	Garza, Xavier	9/3/2025	$80.00
2025-587285	262319	Boniaby, Darron	9/17/2025	$873.64
2025-584558	262379	Simon, Gregory	8/4/2025	$80.00
2025-585252	262390	Cooksey, Harry Ethan	8/15/2025	$181.82
2025-587293	262390	Cooksey, Harry Ethan	9/17/2025	$127.26
2025-584459	262394	Garcia, Liliana	8/1/2025	$100.00
2025-586312	262394	Garcia, Liliana	8/29/2025	$100.00
2025-586542	262462	Ardoin, Jarrold	9/4/2025	$81.82
2025-587995	262462	Ardoin, Jarrold	9/30/2025	$81.81
2025-585316	262488	Garza, Estella Victoria	8/18/2025	$101.14
2025-586635	262488	Garza, Estella Victoria	9/8/2025	$128.57
2025-583920	262492	Guzman, Juan Manuel	7/22/2025	$90.91
2025-583978	262492	Guzman, Juan Manuel	7/23/2025	$54.55
2025-586630	262492	Guzman, Juan Manuel	9/6/2025	$45.45
2025-584156	262567	Howard, Delwana	7/28/2025	$85.71
2025-586476	262587	Goins, Toric Lamon	9/3/2025	$43.00
2025-583787	262800	Rios, Leo Junior	7/19/2025	$56.00
2025-587127	262800	Rios, Leo Junior	9/15/2025	$75.00
2025-583975	262857	Lee, Tamille	7/23/2025	$93.00
2025-584721	262870	Hall, Amber Lynn	8/6/2025	$192.50
2025-584043	262958	Blanco, Jose Eduardo	7/24/2025	$227.00
2025-583888	262963	Labeth, Cheyenne Louise	7/22/2025	$89.50
2025-585230	262989	Orchard, Jonathan	8/15/2025	$341.60
2025-584404	263144	Cruz, Gerardo	7/31/2025	$125.46
2025-587874	263144	Cruz, Gerardo	9/26/2025	$180.00
2025-585955	263152	Hawkins, Shelli Lynn	8/25/2025	$43.00
2025-587790	263152	Hawkins, Shelli Lynn	9/25/2025	$50.00
2025-583463	263162	Estrada, Ramiro Moctezuma Finbi	7/14/2025	$118.13
2025-586691	263162	Estrada, Ramiro Moctezuma Finbi	9/8/2025	$100.62
2025-583038	263180	Ramirez, Veronica	7/9/2025	$177.00
2025-585628	263270	Mason, Alfred	8/20/2025	$300.00
2025-585354	263369	Alvarez, Iziah	8/18/2025	$50.50
2025-584060	263455	Reed, Shawn	7/25/2025	$16.70
2025-585759	263470	Cadoree, Romello	8/21/2025	$100.00
2025-585686	263500	Amparado, Henri Ian Yotobe	8/21/2025	$83.00
2025-586472	263500	Amparado, Henri Ian Yotobe	9/3/2025	$85.00
2025-582725	263520	Louks, Madison	7/2/2025	$39.00
2025-584596	263520	Louks, Madison	8/4/2025	$98.00
2025-586314	263520	Louks, Madison	8/29/2025	$98.00
2025-587944	263520	Louks, Madison	9/29/2025	$98.00
2025-586661	263525	Murillo, Carlos Alberto	9/8/2025	$1,250.00
2025-584556	263536	Gonzalez Lopez, Miriam	8/4/2025	$12.44
2025-586713	263536	Gonzalez Lopez, Miriam	9/9/2025	$106.67
2025-584190	263559	Sanchez-Luna, Luis Alberto	7/28/2025	$83.00
2025-586118	263559	Sanchez-Luna, Luis Alberto	8/27/2025	$89.00
2025-586541	263610	Keith, Ty Sheldon	9/4/2025	$295.74

2025-584971	263618	Renteria, Jaime	8/12/2025	$60.00
2025-586300	263618	Renteria, Jaime	8/29/2025	$40.00
2025-585716	263666	Lopez, Cristy	8/21/2025	$70.38
2025-582934	263679	Montoya, Gloria	7/8/2025	$48.00
2025-586625	263679	Montoya, Gloria	9/6/2025	$50.00
2025-587403	263699	Pacheco Arguello, Cristian Jessie	9/18/2025	$175.00
2025-586066	263729	Carter, Bronc Lane	8/27/2025	$200.00
2025-582853	263771	Murray, Shanna Jade	7/7/2025	$160.00
2025-583661	263782	Luna, Destiny	7/17/2025	$73.34
2025-584974	263782	Luna, Destiny	8/12/2025	$75.00
2025-587848	263782	Luna, Destiny	9/26/2025	$73.33
2025-584197	263798	Guerra, Rubi Eliza	7/28/2025	$71.14
2025-586200	263798	Guerra, Rubi Eliza	8/28/2025	$94.28
2025-587726	263798	Guerra, Rubi Eliza	9/25/2025	$42.86
2025-583660	263853	Ortiz Zermeno, Mayra Lizeth	7/17/2025	$100.00
2025-584176	263865	Barros, Alberto	7/28/2025	$1,500.00
2025-583925	263893	Acuna, Alejandro	7/23/2025	$100.00
2025-584785	263893	Acuna, Alejandro	8/8/2025	$100.00
2025-587551	263893	Acuna, Alejandro	9/23/2025	$25.00
2025-582636	263898	Clay, Trayvon Quantez	7/1/2025	$28.00
2025-584623	263898	Clay, Trayvon Quantez	8/5/2025	$125.00
2025-586468	263898	Clay, Trayvon Quantez	9/3/2025	$100.00
2025-582637	263899	Anderson, Brynnah	7/1/2025	$28.00
2025-584622	263899	Anderson, Brynnah	8/5/2025	$125.00
2025-586467	263899	Anderson, Brynnah	9/3/2025	$100.00
2025-583651	263924	Dupont, Jason Fedleas	7/16/2025	$143.00
2025-585285	264054	Villacorta, Douglas	8/15/2025	$80.00
2025-583829	264074	Cruz Rodriguez, Maria	7/21/2025	$85.71
2025-585409	264074	Cruz Rodriguez, Maria	8/18/2025	$85.72
2025-587296	264074	Cruz Rodriguez, Maria	9/17/2025	$85.71
OP-00797-2025	264104	Leal, Timothy James	8/30/2025	$158.34
2025-582953	264108	Murphy, Morris	7/8/2025	$54.55
2025-582954	264108	Murphy, Morris	7/8/2025	$72.73
2025-584822	264108	Murphy, Morris	8/8/2025	$180.00
2025-586621	264108	Murphy, Morris	9/5/2025	$181.82
2025-584322	264136	Arias Cazarez, Francisco	7/30/2025	$106.67
2025-586239	264136	Arias Cazarez, Francisco	8/29/2025	$104.89
2025-587544	264136	Arias Cazarez, Francisco	9/22/2025	$104.89
2025-583681	264206	Mendoza Alejos, Jose Juan	7/17/2025	$176.00
2025-586253	264206	Mendoza Alejos, Jose Juan	8/29/2025	$176.00
2025-584398	264286	James, Mikkah Gerrod	7/31/2025	$300.00
2025-583104	264290	Guin, James Laney	7/10/2025	$25.45
2025-585687	264290	Guin, James Laney	8/21/2025	$136.37
2025-587300	264290	Guin, James Laney	9/18/2025	$136.36
2025-585373	264371	Saldivar, Toni Denise	8/18/2025	$180.00
2025-587070	264371	Saldivar, Toni Denise	9/12/2025	$90.00
2025-584642	264437	Obregon, David	8/5/2025	$53.00

2025-586492	264437	Obregon, David	9/3/2025	$50.00
2025-583895	264767	Garcia, Hugo	7/22/2025	$52.49
2025-584637	264767	Garcia, Hugo	8/5/2025	$52.51
2025-586698	264767	Garcia, Hugo	9/8/2025	$52.50
2025-582800	264778	Arias, Rudy	7/3/2025	$76.44
2025-586755	264778	Arias, Rudy	9/9/2025	$160.00
2025-584275	264787	DUNLAP, AYANNA	7/29/2025	$85.71
2025-585923	264787	DUNLAP, AYANNA	8/25/2025	$84.00
2025-587383	264787	DUNLAP, AYANNA	9/18/2025	$85.71
2025-586339	264811	Garcia Cordova, Maria	8/29/2025	$49.71
2025-588079	264811	Garcia Cordova, Maria	9/30/2025	$90.00
2025-583648	264841	Minchaca, Rozanna Michelle	7/16/2025	$20.12
2025-584561	264841	Minchaca, Rozanna Michelle	8/4/2025	$122.50
2025-586016	264841	Minchaca, Rozanna Michelle	8/26/2025	$175.00
2025-586348	264860	Knight, Marshall	8/30/2025	$43.00
2025-585822	264864	Vega, Mario, Jr.	8/22/2025	$23.33
2025-587628	264864	Vega, Mario, Jr.	9/24/2025	$83.33
2025-586123	264907	Cortez, Melanie	8/27/2025	$83.00
2025-587892	264907	Cortez, Melanie	9/29/2025	$85.00
2025-587574	264911	Cantu, Samantha Jane	9/23/2025	$2.81
2025-584181	264928	Dawo, Sulaiman	7/28/2025	$100.00
2025-587186	264933	Elkins, Trenton Wayne	9/16/2025	$250.00
2025-584147	264939	Ayala, David	7/28/2025	$50.00
2025-582731	265005	Rodriguez, Andrea Del Pilar	7/2/2025	$30.83
2025-584975	265005	Rodriguez, Andrea Del Pilar	8/12/2025	$81.67
2025-586720	265005	Rodriguez, Andrea Del Pilar	9/9/2025	$83.33
2025-586447	265054	Medina, Brittany Leshay	9/3/2025	$35.83
2025-585410	265062	Moreno, Edwin	8/18/2025	$50.75
2025-586038	265062	Moreno, Edwin	8/26/2025	$96.26
2025-587793	265062	Moreno, Edwin	9/25/2025	$91.88
2025-586629	265131	Bass, Blake	9/6/2025	$40.00
2025-582790	265226	ROBINSON, DEDREK SHANEIL	7/3/2025	$152.00
2025-582791	265226	ROBINSON, DEDREK SHANEIL	7/3/2025	$98.00
2025-587160	265232	Sanchez, Isais	9/15/2025	$100.00
2025-587176	265232	Sanchez, Isais	9/16/2025	$35.00
2025-587251	265279	Lewis, Antonio	9/17/2025	$48.00
2025-584923	265300	Hall, Michael Anthony	8/11/2025	$200.00
2025-585855	265304	Lucien, William	8/22/2025	$103.00
2025-582924	265309	Lausch, Macey	7/7/2025	$336.86
2025-583789	265412	Brown, DeLance	7/19/2025	$66.86
2025-585233	265412	Brown, DeLance	8/15/2025	$102.86
2025-587017	265412	Brown, DeLance	9/12/2025	$94.29
2025-583175	265447	Urbina Martin, Sandra	7/10/2025	$1,000.00
2025-584473	265486	Wauson, Austin Garrett	8/1/2025	$11.50
2025-585947	265486	Wauson, Austin Garrett	8/25/2025	$58.00
2025-587456	265486	Wauson, Austin Garrett	9/19/2025	$43.00
2025-587593	265520	Smith, Zavier	9/23/2025	$34.62

2025-587872	265520	Smith, Zavier	9/26/2025	$69.23
2025-582809	265567	Melendez, Samuel	7/3/2025	$73.71
2025-584237	265567	Melendez, Samuel	7/29/2025	$98.57
2025-585881	265567	Melendez, Samuel	8/23/2025	$98.57
2025-587731	265567	Melendez, Samuel	9/25/2025	$107.14
2025-582802	265579	Maria- Navarrete, Nicolas	7/3/2025	$17.50
2025-585102	265579	Maria- Navarrete, Nicolas	8/14/2025	$30.00
2025-586667	265579	Maria- Navarrete, Nicolas	9/8/2025	$25.00
2025-587888	265579	Maria- Navarrete, Nicolas	9/27/2025	$22.25
2025-585717	265590	Lopez, Cristy	8/21/2025	$108.34
2025-586692	265598	Harper, Edge Raven	9/8/2025	$26.36
2025-586767	265641	Carrillo, Randy	9/9/2025	$28.29
2025-587565	265641	Carrillo, Randy	9/23/2025	$77.14
2025-585185	265646	Coronel, Cesar	8/15/2025	$119.14
2025-582904	265710	Perez, Constantino	7/7/2025	$29.17
2025-584629	265710	Perez, Constantino	8/5/2025	$81.67
2025-586576	265710	Perez, Constantino	9/5/2025	$81.66
2025-586283	265769	Calhoun, Dedrick Benard	8/29/2025	$13.00
2025-586965	265769	Calhoun, Dedrick Benard	9/12/2025	$287.00
2025-587402	265874	Fulghum, Lincon	9/18/2025	$62.57
2025-583511	265878	Garcia, Victor	7/14/2025	$83.33
2025-585091	265878	Garcia, Victor	8/13/2025	$70.83
2025-586790	265878	Garcia, Victor	9/10/2025	$83.34
2025-584142	266048	Patterson, Jason Dewayne	7/28/2025	$200.00
2025-584907	266050	Olvera, Eric	8/11/2025	$150.00
2025-586766	266202	Falvey, Ayden Conner	9/9/2025	$83.00
2025-585141	266217	Anderson, Jermaine	8/14/2025	$8.00
2025-585142	266217	Anderson, Jermaine	8/14/2025	$292.00
2025-585918	266294	Gardley, John	8/25/2025	$500.00
2025-585412	266465	Garza, Shaun Steven	8/19/2025	$43.00
2025-585899	266465	Garza, Shaun Steven	8/25/2025	$157.00
2025-584055	266473	Levalley, Joshua	7/24/2025	$1,000.00
2025-584024	266482	Galeana Morales, Adrain	7/24/2025	$279.36
2025-584397	266494	Montoya, Ricardo	7/31/2025	$500.00
2025-586250	266602	Goodbread, Larry Wayne, Jr.	8/29/2025	$7.27
2025-587315	266602	Goodbread, Larry Wayne, Jr.	9/18/2025	$270.91
2025-585148	266776	Clingman, Parker Christian	8/14/2025	$250.00
2025-585132	266854	Scott, Jared	8/14/2025	$195.50
2025-583105	266902	Lakwang, Ton	7/10/2025	$697.38
2025-583106	266902	Lakwang, Ton	7/10/2025	$2.62
2025-585919	266953	Guerrero, Hecequiel Cornejo	8/25/2025	$200.00
2025-587884	266964	Lee, Thomas Ryan	9/26/2025	$74.00
2025-586065	267024	Carter, Bronc Lane	8/27/2025	$600.00
2025-585395	267058	Gutierrez, Anna	8/18/2025	$200.00
2025-584696	267066	Iglehart, Jennifer	8/6/2025	$200.00
2025-582839	267080	Nelson, Darion Okeith	7/3/2025	$50.00
2025-584508	267080	Nelson, Darion Okeith	8/1/2025	$35.00

2025-585333	267088	Rivera, Jose Juan	8/18/2025	$100.00
2025-585154	267096	Williams, Billy	8/14/2025	$200.00
2025-585341	267106	Charles, Kelvin	8/18/2025	$250.00
2025-585149	267150	Brinkley, Armoni Shanae	8/14/2025	$250.00
2025-584381	267184	Mendez, Mario, III	7/31/2025	$1,000.00
2025-586890	267190	Leiva Diaz, Jose Fernando	9/11/2025	$300.00
2025-584687	267230	Garcia, Ariana Lynn	8/6/2025	$250.00
2025-584690	267260	Shelton, Kendrick	8/6/2025	$200.00
2025-584686	267349	Roskosky, John Arthur	8/6/2025	$200.00
2025-584693	267358	Telles, Juan	8/6/2025	$200.00
2025-584691	267366	Washington, Brandon	8/6/2025	$242.00
2025-584692	267366	Washington, Brandon	8/6/2025	$8.00
2025-583064	267419	Giesecke, Carson Wade	7/9/2025	$200.00
2025-584756	267577	Ingram, Duron	8/7/2025	$500.00
2025-583174	267701	Roney, Frank Garfield	7/10/2025	$200.00
2025-585352	267723	Ariguzo, Chinasa	8/18/2025	$100.00
2025-583981	267727	Estrada, Sarah Elizabeth	7/24/2025	$300.00
2025-583168	267847	Mercado, Carlos, Jr.	7/10/2025	$500.00
2025-587360	267973	Vasquez, Vivien Lorraine	9/18/2025	$200.00
2025-587354	268018	Hill, Michael	9/18/2025	$600.00
2025-586650	268585	Robey, Prentiss	9/8/2025	$200.00
2025-585733	268611	Johnson, Kenbriel	8/21/2025	$300.00
2025-586877	268830	Edison, Reginald Davin	9/11/2025	$250.00
2025-586886	268953	Flores, Luis Alberto	9/11/2025	$200.00
2025-586660	269334	Murillo, Carlos Alberto	9/8/2025	$1,250.00
2025-587087	247227	Perez, Genaro, III	9/13/2025	$7.41
2025-584134	250457	Henderson, Alex	7/25/2025	$10.42
2025-583692	255012	Teneyuque, Angela	7/17/2025	$318.00
2025-584154	255317	Robinson, Melvin D	7/28/2025	$400.00
2025-586734	255453	Cruz, Jose	9/9/2025	$500.00
2025-585966	255748	Delgado, Kathie Lee	8/25/2025	$248.00
2025-585001	256470	Rodriguez, Juan, Jr.	8/12/2025	$357.00
2025-582863	256745	Lindsay, Lauren Nicole	7/7/2025	$400.00
2025-587477	257024	Moore, Katherine Jo	9/20/2025	$33.00
2025-582843	257057	SALINAS, CRISTIAN	7/4/2025	$22.22
2025-584628	257057	SALINAS, CRISTIAN	8/5/2025	$111.11
2025-585684	257057	SALINAS, CRISTIAN	8/20/2025	$62.22
2025-588014	257057	SALINAS, CRISTIAN	9/30/2025	$201.78
2025-582951	257358	Williams, Donnell	7/8/2025	$3.00
2025-583735	257466	Ortega Soto, Isack E	7/17/2025	$71.11
2025-585361	257466	Ortega Soto, Isack E	8/18/2025	$71.11
2025-587158	257466	Ortega Soto, Isack E	9/15/2025	$71.11
2025-585402	257492	Laws, Antonio Jvon	8/18/2025	$600.00
2025-585047	257615	Smith, Benedict Stephen	8/13/2025	$193.72
2025-586112	257615	Smith, Benedict Stephen	8/27/2025	$306.28
2025-582714	257879	Albritton, Mitchell Lane	7/2/2025	$414.17
2025-586231	258023	Maldonado, Joseph	8/29/2025	$348.44

2025-582852	258117	Davis, Tanya Rochelle	7/5/2025	$28.00
2025-583922	258117	Davis, Tanya Rochelle	7/23/2025	$65.00
2025-585304	258117	Davis, Tanya Rochelle	8/15/2025	$65.00
2025-587480	258117	Davis, Tanya Rochelle	9/20/2025	$65.00
OP-00662-2025	258729	Glasco, Trejan Jerchi	7/3/2025	$615.11
2025-587053	259068	Thomson, Robert J.	9/12/2025	$200.00
2025-587511	259152	Brown, Malik	9/22/2025	$400.00
2025-587882	259420	Abarca, Joel	9/26/2025	$300.00
2025-585649	259460	Hayden, Adrian	8/20/2025	$135.84
2025-587642	259460	Hayden, Adrian	9/24/2025	$79.17
2025-586133	259464	Foster, Jarrod	8/28/2025	$372.00
2025-583951	259726	Bellville, James	7/23/2025	$65.63
2025-585268	259726	Bellville, James	8/15/2025	$65.63
2025-582827	259747	Boyd, Elizabeth	7/3/2025	$95.83
2025-586848	259802	Woodrome, Dustin Ray	9/10/2025	$627.37
2025-584013	259836	McDonald, Ashley	7/24/2025	$62.40
2025-587294	259836	McDonald, Ashley	9/17/2025	$80.00
2025-582864	259841	Cabaniss, Brendan	7/7/2025	$158.00
2025-582865	259841	Cabaniss, Brendan	7/7/2025	$100.00
2025-586280	259841	Cabaniss, Brendan	8/29/2025	$40.00
2025-583520	260041	Boyd, Kaleb	7/14/2025	$93.33
2025-586370	260146	Richard, Jarrett	9/2/2025	$236.34
2025-586383	260146	Richard, Jarrett	9/2/2025	$63.66
2025-583481	260158	Thomas, Phoenix C	7/14/2025	$88.89
2025-585406	260158	Thomas, Phoenix C	8/18/2025	$88.89
2025-587094	260158	Thomas, Phoenix C	9/13/2025	$219.56
2025-587918	260359	Fonsworth, Donta	9/29/2025	$100.00
2025-585956	260373	Roberts, Sarah	8/25/2025	$53.50
2025-587550	260481	Villalpando, Dylan Dion	9/22/2025	$91.87
2025-587355	260521	Baldwin, Taylin Aimee	9/18/2025	$60.00
2025-582726	260544	Nieto, Kayla Marie	7/2/2025	$111.11
2025-584168	260544	Nieto, Kayla Marie	7/28/2025	$117.34
OP-00675-2025	260614	Rodriguez, Darlene	7/9/2025	$57.00
2025-585348	260661	McFarlin, Tobary Namon	8/18/2025	$640.50
2025-584547	260666	Clark, Lionell La Roy	8/4/2025	$247.00
2025-585953	260862	Leal, Kyleigh	8/25/2025	$1,000.00
2025-585903	260905	Foster, Brian Anthony	8/25/2025	$900.00
2025-584018	260917	Hunter, Michael Dean	7/24/2025	$800.00
2025-584144	260955	Ali, Robert	7/28/2025	$500.00
2025-582781	261114	Mesecke, Matthew Marvin	7/3/2025	$112.50
2025-584462	261114	Mesecke, Matthew Marvin	8/1/2025	$132.50
2025-587797	261324	Morales, Jorge	9/26/2025	$300.00
2025-586223	261381	Torres Armendariz, Sebastian	8/29/2025	$222.22
2025-587822	261381	Torres Armendariz, Sebastian	9/26/2025	$88.89
2025-584288	261385	Simpson, Destiny	7/29/2025	$174.51
2025-585334	261391	Trevino, Jose Angel, Jr.	8/18/2025	$142.22
2025-582834	261538	Guerra, Tyson Edward	7/3/2025	$71.11

2025-585656	261538	Guerra, Tyson Edward	8/20/2025	$142.22
2025-587144	261538	Guerra, Tyson Edward	9/15/2025	$71.11
2025-583993	261716	Bunte, Brandy Michelle	7/24/2025	$80.00
2025-586327	261716	Bunte, Brandy Michelle	8/29/2025	$80.00
2025-584448	261729	Montiagudo-Caceres, Andy	7/31/2025	$171.43
2025-586287	261729	Montiagudo-Caceres, Andy	8/29/2025	$120.00
2025-583964	261834	Argueta, Jose	7/23/2025	$258.53
2025-587092	261842	Nava, Randy Renee	9/13/2025	$58.00
2025-582929	261931	Berry, Renee Lisa	7/7/2025	$750.00
2025-583439	261955	Williams, Renee Marie	7/11/2025	$72.73
2025-583597	261955	Williams, Renee Marie	7/16/2025	$90.91
2025-585050	261955	Williams, Renee Marie	8/13/2025	$81.82
2025-586756	261955	Williams, Renee Marie	9/9/2025	$90.91
2025-582848	262054	Moore, Travius	7/5/2025	$33.69
2025-586335	262054	Moore, Travius	8/29/2025	$67.37
2025-584606	262123	Rincon, Fernando	8/4/2025	$232.00
2025-585343	262173	Breman, Robert Earl	8/18/2025	$100.00
2025-584980	262202	Flores Avalos, Arianna	8/12/2025	$689.78
2025-583650	262311	Townsend, James Jakedron	7/16/2025	$216.00
2025-583804	262475	Bustamante, Uriel Adolfo	7/21/2025	$87.11
2025-586358	262475	Bustamante, Uriel Adolfo	9/2/2025	$87.11
OP-00943-2025	262475	Bustamante, Uriel Adolfo	9/29/2025	$196.45
2025-583718	262518	Polk, Bryson Deon	7/17/2025	$201.78
2025-584146	262536	Padilla, Manuel Alejandro	7/28/2025	$200.00
2025-584145	262537	Padilla, Manuel Alejandro	7/28/2025	$200.00
2025-582849	262548	Woods, Rashad Darnell	7/5/2025	$90.91
2025-584995	262548	Woods, Rashad Darnell	8/12/2025	$83.63
2025-584408	262563	Miclescu, Esmeralda	7/31/2025	$250.00
2025-585885	262638	Davila, Abraham	8/23/2025	$124.44
2025-587142	262638	Davila, Abraham	9/15/2025	$71.11
2025-586603	262660	Melik-Keramian, Garabed Arakel	9/5/2025	$104.89
2025-585884	262731	Whitley, Joshua Lamar	8/23/2025	$500.00
2025-584863	262760	Castillo, Moses Maxximus	8/9/2025	$88.00
2025-587280	262760	Castillo, Moses Maxximus	9/17/2025	$115.00
2025-584553	262764	Cook, John Austin	8/4/2025	$600.00
2025-583005	262801	Robinson, Erica Jean	7/9/2025	$158.22
2025-587483	262801	Robinson, Erica Jean	9/22/2025	$355.56
2025-585942	262805	Stumpner, Jimmie Dale	8/25/2025	$3.00
2025-587334	262923	Perez, Morgan	9/18/2025	$300.00
2025-585339	263194	Salinas, Marlon Omar	8/18/2025	$200.00
2025-585653	263275	Machado, Amador	8/20/2025	$60.00
2025-587690	263275	Machado, Amador	9/25/2025	$61.16
2025-586454	263284	Copeland, Nicholas Aaron	9/3/2025	$66.36
2025-586222	263486	Segler, Lane Nicholas	8/29/2025	$14.22
2025-583792	263526	Montenengro Ramos, Fernando Neftali	7/19/2025	$87.19
2025-584870	263526	Montenengro Ramos, Fernando Neftali	8/10/2025	$234.37
2025-585315	263526	Montenengro Ramos, Fernando Neftali	8/18/2025	$93.75

2025-586338	263526	Montenengro Ramos, Fernando Neftali	8/29/2025	$656.25
2025-586346	263526	Montenengro Ramos, Fernando Neftali	8/30/2025	$428.44
2025-583649	263530	Bernal Claros, Tania Vanessa	7/16/2025	$39.69
2025-584978	263530	Bernal Claros, Tania Vanessa	8/12/2025	$138.46
2025-586967	263530	Bernal Claros, Tania Vanessa	9/12/2025	$138.46
2025-584143	263537	Garcia-Garcia, Jose Martin	7/28/2025	$64.29
2025-586032	263537	Garcia-Garcia, Jose Martin	8/26/2025	$68.57
2025-587974	263537	Garcia-Garcia, Jose Martin	9/29/2025	$39.43
2025-584126	263615	Rangel, Estefania	7/25/2025	$109.33
2025-586432	263615	Rangel, Estefania	9/2/2025	$222.22
2025-583771	263672	Mahoney, Charles W	7/18/2025	$177.78
2025-585820	263672	Mahoney, Charles W	8/22/2025	$172.45
2025-585171	263676	Millan, Anthony Diego	8/14/2025	$111.11
2025-587378	263676	Millan, Anthony Diego	9/18/2025	$152.89
2025-584161	263705	Villarreal, Eric Ernesto	7/28/2025	$20.44
2025-586220	263705	Villarreal, Eric Ernesto	8/29/2025	$177.77
2025-587785	263705	Villarreal, Eric Ernesto	9/25/2025	$88.89
2025-583689	263709	Weinrich, Matthew	7/17/2025	$42.67
2025-584746	263709	Weinrich, Matthew	8/7/2025	$106.67
2025-586827	263709	Weinrich, Matthew	9/10/2025	$35.56
2025-582823	263755	Thompson, Cameron	7/3/2025	$85.00
2025-584548	263755	Thompson, Cameron	8/4/2025	$77.00
2025-584025	263827	Pena Mendoza, Demetrio	7/24/2025	$83.34
2025-585308	263827	Pena Mendoza, Demetrio	8/16/2025	$92.50
2025-586845	263827	Pena Mendoza, Demetrio	9/10/2025	$125.00
2025-584383	263983	Beynaerts, Vyanka Isela	7/31/2025	$208.00
2025-584385	263983	Beynaerts, Vyanka Isela	7/31/2025	$92.00
2025-584551	264017	Martinez, Jorge Isidro	8/4/2025	$100.00
2025-584285	264045	Palomares, Antonio	7/29/2025	$4.17
2025-585951	264045	Palomares, Antonio	8/25/2025	$31.67
2025-586212	264045	Palomares, Antonio	8/28/2025	$44.17
2025-588065	264045	Palomares, Antonio	9/30/2025	$77.50
2025-583654	264055	Vieira, Noah James	7/16/2025	$60.00
2025-585683	264055	Vieira, Noah James	8/20/2025	$60.00
2025-586847	264055	Vieira, Noah James	9/10/2025	$55.00
2025-584382	264070	Zobrist, Rider	7/31/2025	$43.00
2025-585992	264070	Zobrist, Rider	8/26/2025	$100.00
2025-587303	264070	Zobrist, Rider	9/18/2025	$100.00
2025-587223	264079	Foudray, Travis Paul	9/16/2025	$331.62
2025-587617	264079	Foudray, Travis Paul	9/24/2025	$368.38
2025-584280	264113	Banks, Krystena	7/29/2025	$93.00
2025-587572	264113	Banks, Krystena	9/23/2025	$64.78
2025-584406	264129	Blanco-Gonzalez, Alexi	7/31/2025	$1,000.00
2025-584004	264133	Cartagena Castro, Marlon Ivan	7/24/2025	$800.00
2025-587231	264141	Enriquez, Aeneas	9/16/2025	$128.57
2025-584650	264275	Ceballos, Yazmin	8/5/2025	$158.58
2025-585601	264275	Ceballos, Yazmin	8/19/2025	$164.57

2025-587712	264293	Griffin, Shamariay	9/25/2025	$400.00
2025-585344	264382	Kased, Mahmud	8/18/2025	$491.00
2025-585345	264382	Kased, Mahmud	8/18/2025	$9.00
2025-585342	264385	Kased, Mahmud	8/18/2025	$500.00
2025-587332	264473	Smith, Dana	9/18/2025	$200.00
2025-584020	264519	Mendez Mira, Ramon	7/24/2025	$1,000.00
2025-584286	264566	Conway, Marcus Allen	7/29/2025	$66.67
2025-586296	264566	Conway, Marcus Allen	8/29/2025	$66.67
2025-587885	264580	Espitia, Ignacio	9/27/2025	$58.22
2025-587503	264681	Bagwell, Brandi	9/22/2025	$350.00
2025-584510	264829	Luna, Zachary	8/1/2025	$100.00
2025-586122	264829	Luna, Zachary	8/27/2025	$100.00
2025-587924	264861	Sanchez, Yonatan	9/29/2025	$163.00
2025-582766	264863	Valenzuela, Monica	7/3/2025	$29.33
2025-585075	264863	Valenzuela, Monica	8/13/2025	$44.45
2025-587137	264869	White, Darrell	9/15/2025	$73.78
2025-586368	264885	Richard, Jarrett	9/2/2025	$500.00
2025-584202	265023	Saenz, Antonio	7/28/2025	$65.00
2025-585970	265023	Saenz, Antonio	8/26/2025	$67.00
2025-587927	265071	Lofton, Devin	9/29/2025	$200.00
2025-583702	265145	Sem, Melanie Sreypov	7/17/2025	$387.65
2025-583703	265145	Sem, Melanie Sreypov	7/17/2025	$312.35
2025-585785	265315	Montemayor, Elizabeth	8/21/2025	$104.89
2025-587059	265315	Montemayor, Elizabeth	9/12/2025	$111.11
2025-586539	265398	Mendoza, Kevin	9/4/2025	$35.83
2025-582855	265402	Morales Resendiz, Jose	7/7/2025	$102.22
2025-584583	265402	Morales Resendiz, Jose	8/4/2025	$102.22
2025-586562	265402	Morales Resendiz, Jose	9/4/2025	$102.22
2025-587925	265403	Sanchez, Yonatan	9/29/2025	$300.00
2025-586219	265542	Barron, Brandon	8/28/2025	$18.00
2025-587228	265542	Barron, Brandon	9/16/2025	$55.00
2025-586554	265546	Cole, Cameron	9/4/2025	$96.56
2025-583314	265599	Harper, Robert	7/11/2025	$181.82
2025-584783	265599	Harper, Robert	8/8/2025	$153.19
2025-585788	265599	Harper, Robert	8/22/2025	$90.91
2025-586966	265599	Harper, Robert	9/12/2025	$160.46
2025-584125	265702	Nevarez-Ortiz, Alonso	7/25/2025	$23.33
2025-587789	265702	Nevarez-Ortiz, Alonso	9/25/2025	$158.34
2025-585071	265805	Estrada, David	8/13/2025	$30.00
2025-587091	265805	Estrada, David	9/13/2025	$131.82
2025-584122	265858	Gutierrez, Ariana	7/25/2025	$95.00
2025-585768	265858	Gutierrez, Ariana	8/21/2025	$95.00
2025-587358	265858	Gutierrez, Ariana	9/18/2025	$95.00
2025-584121	265859	Gutierrez, Christian	7/25/2025	$95.00
2025-585783	265859	Gutierrez, Christian	8/21/2025	$95.00
2025-587379	265859	Gutierrez, Christian	9/18/2025	$95.00
2025-585726	265883	Granados, Juliana	8/21/2025	$250.00

2025-587759	265887	Heath, Chante M	9/25/2025	$145.50
2025-582850	265942	Wilson, Owen Matthew	7/5/2025	$224.89
2025-584664	265942	Wilson, Owen Matthew	8/5/2025	$75.56
2025-586391	265942	Wilson, Owen Matthew	9/2/2025	$87.11
2025-585007	266060	Brandon, Carneisha	8/12/2025	$200.00
2025-586165	266114	Avalos, Joseph	8/28/2025	$256.67
2025-586166	266114	Avalos, Joseph	8/28/2025	$243.33
2025-583065	266218	Angulo, Allison	7/9/2025	$800.00
2025-584402	266267	Pocasangre, Luis	7/31/2025	$1,000.00
2025-585734	266324	McDonald, Julian	8/21/2025	$63.00
2025-583998	266332	Mullins, Dana	7/24/2025	$500.00
2025-587602	266336	Lopez Osoy, Alma	9/23/2025	$212.44
OP-00717-2025	266383	James, Gilbert Noth	7/24/2025	$800.00
2025-585727	266387	Kersh, Laurie Ann	8/21/2025	$300.00
2025-587722	266440	Dorbecker, Brianna Lynn	9/25/2025	$1,500.00
2025-584026	266482	Galeana Morales, Adrain	7/24/2025	$16.88
2025-584400	266483	Martinez, Juan Angel	7/31/2025	$200.00
2025-588035	266491	Maldonado, Leonel Hernandez	9/30/2025	$1,000.00
2025-583708	266615	Heredia, Juan Villegas	7/17/2025	$1,250.00
2025-586189	266637	Hinkle, Antia	8/28/2025	$100.00
2025-585818	266736	Tristan, Dario	8/22/2025	$250.00
2025-585831	266965	Broche, Evelyn	8/22/2025	$1,000.00
2025-585828	267085	Polarski, Peyo T	8/22/2025	$500.00
2025-587757	267089	Sarabia, Kevin	9/25/2025	$200.00
2025-583695	267097	Worthington, Blaine	7/17/2025	$300.00
2025-585829	267195	Machado Manueles, Jose Wilfredo	8/22/2025	$1,000.00
2025-587737	267323	Bustos, Ernest Rene	9/25/2025	$500.00
2025-585845	267401	Reed, Patrick	8/22/2025	$250.00
2025-584753	267505	Smither, Chase Dominic	8/7/2025	$500.00
2025-584767	267671	Brown, D'Vonte Javar	8/7/2025	$250.00
2025-587744	267745	Carroll, John	9/25/2025	$700.00
2025-583156	240999	Huerta, Fernando	7/10/2025	$500.00
2025-584206	241999	Munoz, Giovanni	7/28/2025	$24.00
2025-586012	241999	Munoz, Giovanni	8/26/2025	$376.00
2025-584514	251755	Edwards, Kimberly Marie	8/2/2025	$13.89
2025-584918	251755	Edwards, Kimberly Marie	8/11/2025	$13.61
2025-586430	251755	Edwards, Kimberly Marie	9/2/2025	$22.36
2025-583691	254362	Mata, David	7/17/2025	$140.00
2025-587506	256750	Moore, John Donald, III	9/22/2025	$200.00
2025-584416	257041	Stroman, Quintin Terrell	7/31/2025	$42.67
2025-587292	257041	Stroman, Quintin Terrell	9/17/2025	$44.44
2025-583868	257250	Power, Deborah Leigh	7/21/2025	$11.00
2025-586297	257250	Power, Deborah Leigh	8/29/2025	$50.00
2025-586758	257250	Power, Deborah Leigh	9/9/2025	$50.00
2025-583621	257616	Smith, Kevin Leon, Jr.	7/16/2025	$10.00
2025-585062	257616	Smith, Kevin Leon, Jr.	8/13/2025	$5.00
2025-586502	257616	Smith, Kevin Leon, Jr.	9/4/2025	$20.00

2025-583405	258472	Moreno, Erick	7/11/2025	$21.00
2025-585048	258472	Moreno, Erick	8/13/2025	$37.50
2025-586963	258472	Moreno, Erick	9/11/2025	$54.00
2025-586359	258760	Simmons, Cameron Dashon	9/2/2025	$247.00
2025-585150	258879	Geraci, Taylor	8/14/2025	$68.33
2025-584135	258980	Wilson, Richard Owen	7/25/2025	$184.61
2025-587226	258980	Wilson, Richard Owen	9/16/2025	$204.92
2025-587474	259185	McCrea, Alicia	9/19/2025	$500.00
2025-583524	259212	Maldonado-Nunez, Angela	7/15/2025	$107.00
2025-584523	259234	Kamau, Fidel Memusi	8/4/2025	$73.12
2025-585413	259234	Kamau, Fidel Memusi	8/19/2025	$140.63
2025-582868	259465	Frank, Raychon	7/7/2025	$347.00
2025-584546	259521	Coronado, Julissa Aubree	8/4/2025	$50.00
2025-585122	259521	Coronado, Julissa Aubree	8/14/2025	$62.00
2025-587687	259786	Rojas, Miguel	9/24/2025	$108.34
OP-00741-2025	259786	Rojas, Miguel	8/1/2025	$152.50
2025-584271	259902	Castillo, Pablo	7/29/2025	$90.91
2025-585594	259902	Castillo, Pablo	8/19/2025	$90.91
2025-586434	259902	Castillo, Pablo	9/3/2025	$83.63
2025-587204	260199	Adams, Anthony Ray, Jr.	9/16/2025	$250.00
2025-587734	260464	Engeler, Derrek	9/25/2025	$500.00
2025-586384	260824	Miller, Charles Jesse, Jr.	9/2/2025	$24.62
2025-582909	261130	Chavis, Michael	7/7/2025	$111.38
2025-582921	261205	Eversole, Robert Earl	7/7/2025	$25.00
2025-586540	261205	Eversole, Robert Earl	9/4/2025	$25.00
2025-585008	261295	Ramsey, Tyler	8/12/2025	$52.00
2025-582890	261325	Ruiz, Selena Munoz	7/7/2025	$115.00
2025-587720	261365	Geitner, Kyle Joseph	9/25/2025	$500.00
2025-584362	261505	Harris, Dakota Hughes	7/30/2025	$309.00
2025-582729	261583	Jackson, David	7/2/2025	$395.55
2025-583845	261623	Motley, Brooke Lashay	7/21/2025	$120.00
2025-586347	261623	Motley, Brooke Lashay	8/30/2025	$156.10
2025-587523	261670	Hyman, Antonio Lee	9/22/2025	$35.00
2025-586529	261730	Mora, Ramon Aaron	9/4/2025	$131.33
2025-583869	261788	Cortez, Juan Carlos	7/21/2025	$23.33
2025-584979	261788	Cortez, Juan Carlos	8/12/2025	$62.50
2025-586098	262116	Keith, Madison Rose	8/27/2025	$74.12
2025-586100	262116	Keith, Madison Rose	8/27/2025	$9.71
2025-583092	262211	Holmes, Thomas D	7/9/2025	$40.00
2025-587151	262211	Holmes, Thomas D	9/15/2025	$100.00
2025-586240	262228	Hodnett, Brenda Small	8/29/2025	$19.00
2025-583987	262318	Armstrong, Nakkita Shanell	7/24/2025	$105.88
2025-586198	262318	Armstrong, Nakkita Shanell	8/28/2025	$105.88
2025-587767	262318	Armstrong, Nakkita Shanell	9/25/2025	$105.88
2025-585659	262363	Persall, Cody Andrew	8/20/2025	$608.56
2025-585664	262363	Persall, Cody Andrew	8/20/2025	$91.44
2025-586632	262647	Gilmore, Brent, II	9/8/2025	$198.00

2025-583461	262689	Scott, Kadron	7/14/2025	$200.00
2025-585182	262709	Ramsey, Eric, Jr.	8/15/2025	$385.60
2025-583886	262733	Yokum, James Alvoid	7/22/2025	$2.24
2025-584127	262806	Terrazas, Ceaser Emilio	7/25/2025	$400.00
2025-586063	262849	Guevara, Briana Scarlet	8/27/2025	$92.00
2025-586017	262920	Ortiz, Angie	8/26/2025	$68.00
2025-583442	262929	Villanueva, Ashley Nichole	7/12/2025	$50.00
2025-585176	262929	Villanueva, Ashley Nichole	8/14/2025	$50.00
2025-587321	262960	Ledet, Joshua	9/18/2025	$300.00
2025-584455	263182	Rogers, Robin	8/1/2025	$18.67
2025-586706	263182	Rogers, Robin	9/9/2025	$33.33
2025-582884	263231	McCarty, Evan	7/7/2025	$200.00
2025-582887	263277	Marin, Joshua Eliseo	7/7/2025	$80.00
2025-584566	263277	Marin, Joshua Eliseo	8/4/2025	$189.60
2025-584460	263366	Barroso, Marcos Antonio	8/1/2025	$136.35
2025-585097	263366	Barroso, Marcos Antonio	8/13/2025	$136.36
2025-587764	263441	Davis, Jana Etienne	9/25/2025	$128.33
2025-587122	263473	Castro, Danielle	9/15/2025	$283.00
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2025-587914	263493	Broom, Jessie Ray	9/29/2025	$90.00
2025-585925	263494	Broom, Jessie Ray	8/25/2025	$53.00
2025-587913	263494	Broom, Jessie Ray	9/29/2025	$90.00
2025-582724	263510	Blountt, Nicole Yvette	7/2/2025	$70.00
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2025-585061	263514	Bruton, Jacob	8/13/2025	$136.36
2025-587469	263514	Bruton, Jacob	9/19/2025	$136.35
2025-588044	263561	Sudela, Sarah	9/30/2025	$500.00
2025-587201	263616	Rios, Gabriela	9/16/2025	$100.00
2025-586096	263757	Tucker, Joshua D	8/27/2025	$135.20
2025-582874	263896	Arrazolo, Gil	7/7/2025	$105.88
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2025-586357	263896	Arrazolo, Gil	9/2/2025	$105.89
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2025-585380	263977	Self, Ronald Wayne	8/18/2025	$86.40
2025-587461	263977	Self, Ronald Wayne	9/19/2025	$68.00
2025-583542	264090	Gonzales, Guadalupe Cantu, Jr.	7/15/2025	$46.88
2025-583554	264090	Gonzales, Guadalupe Cantu, Jr.	7/15/2025	$46.87
2025-585757	264090	Gonzales, Guadalupe Cantu, Jr.	8/21/2025	$46.87
2025-583973	264094	Griffin, Anthony	7/23/2025	$750.00
2025-586498	264138	Cortes, Roberto	9/4/2025	$279.04
2025-586783	264155	Sosa, Rigoberto Arenas	9/10/2025	$35.83
OP-00778-2025	264190	Haley, Britni	8/21/2025	$220.00
OP-00949-2025	264190	Haley, Britni	9/30/2025	$125.00
2025-583604	264199	Guseman, John Charles	7/16/2025	$68.00
2025-585490	264199	Guseman, John Charles	8/19/2025	$50.00

2025-587645	264199	Guseman, John Charles	9/24/2025	$75.00
2025-583790	264204	Martinez, Romeo	7/19/2025	$20.00
2025-584873	264204	Martinez, Romeo	8/10/2025	$40.00
2025-586355	264204	Martinez, Romeo	9/1/2025	$54.50
2025-586910	264208	Hight Perez, Vanessa Marie	9/11/2025	$200.00
OP-00687-2025	264319	Hurst, Joel	7/14/2025	$28.00
2025-583321	264357	Penton, Tiffany Lauren	7/11/2025	$100.00
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2025-583456	264425	Scopel, James	7/14/2025	$300.00
2025-582952	264442	Perez, Frances Lee	7/8/2025	$200.00
2025-586178	264466	Irving, Marquis	8/28/2025	$300.00
2025-586382	264484	Whittenburg, Jamesa Carol	9/2/2025	$48.00
2025-585740	264528	Hudgeons, Craig	8/21/2025	$30.88
2025-587676	264528	Hudgeons, Craig	9/24/2025	$42.35
2025-586494	264576	Cano, Christina	9/3/2025	$100.00
2025-583667	264627	Garcia, Urbano Guenara	7/17/2025	$87.11
2025-585645	264627	Garcia, Urbano Guenara	8/20/2025	$88.89
2025-586869	264627	Garcia, Urbano Guenara	9/11/2025	$87.11
2025-584191	264635	Hornback, Linda	7/28/2025	$48.00
2025-586115	264635	Hornback, Linda	8/27/2025	$48.00
2025-585732	264644	Martinez, Jesus Lee	8/21/2025	$75.00
OP-00714-2025	264644	Martinez, Jesus Lee	7/24/2025	$98.00
2025-584575	264718	Williams, Netria Chanell	8/4/2025	$60.00
2025-588056	264718	Williams, Netria Chanell	9/30/2025	$63.00
OP-00815-2025	264718	Williams, Netria Chanell	9/8/2025	$63.00
2025-582988	264870	Wiggins, Brandon	7/8/2025	$200.00
2025-582997	264874	Williams, Scott	7/8/2025	$300.00
2025-587939	264878	Woodard, Jelmon	9/29/2025	$500.00
2025-587149	264909	Colon, Jose C, Jr.	9/15/2025	$400.00
2025-585021	264917	Cervantes, Cinda Beth	8/13/2025	$90.88
2025-587125	264917	Cervantes, Cinda Beth	9/15/2025	$105.88
2025-582833	264921	Davis, Wardriss Jovan	7/3/2025	$40.31
2025-586352	264921	Davis, Wardriss Jovan	9/1/2025	$281.25
2025-582950	264930	Estrada, Laura	7/8/2025	$105.88
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2025-586534	264930	Estrada, Laura	9/4/2025	$105.89
2025-585260	264936	Ervin, Billy	8/15/2025	$218.81
OP-00830-2025	264936	Ervin, Billy	9/15/2025	$108.54
2025-585340	264941	Aguirre, Jeshua Steven	8/18/2025	$50.00
2025-582986	265134	Brock, Angela	7/8/2025	$112.00
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2025-583522	265138	Coleman, Destiny Shea	7/14/2025	$50.00
2025-585051	265138	Coleman, Destiny Shea	8/13/2025	$50.00
2025-587153	265138	Coleman, Destiny Shea	9/15/2025	$50.00
2025-583526	265220	Ramos, Susanne	7/15/2025	$200.00
2025-582805	265298	Huber, Joshua Ruford	7/3/2025	$58.50
2025-586911	265375	Isais, Isabel	9/11/2025	$231.66

2025-585897	265399	Moreno, Alyssa Malena	8/25/2025	$26.40
2025-585622	265414	Chuston, Ryan	8/20/2025	$300.00
2025-585094	265419	Dunnavant, Katie Elizabeth	8/13/2025	$272.73
2025-587977	265419	Dunnavant, Katie Elizabeth	9/30/2025	$181.82
2025-586009	265423	Ayala, Anthony	8/26/2025	$13.00
2025-586229	265454	Ortiz, Amanda	8/29/2025	$104.89
2025-588030	265454	Ortiz, Amanda	9/30/2025	$111.11
2025-583428	265471	Vargas, Macey Dawn	7/11/2025	$85.00
2025-584861	265471	Vargas, Macey Dawn	8/9/2025	$100.00
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2025-587502	265547	Crowe, Thomas	9/22/2025	$200.00
2025-585640	265581	Nedbalek, Ronald J.	8/20/2025	$800.00
2025-584046	265612	Hart, Jennifer Ann	7/24/2025	$370.91
2025-583954	265616	Meacham, Kelly Bennett	7/23/2025	$49.71
2025-585823	265616	Meacham, Kelly Bennett	8/22/2025	$90.00
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2025-585307	266129	Brown, Anterria	8/16/2025	$34.55
2025-586599	266129	Brown, Anterria	9/5/2025	$145.45
2025-586764	266129	Brown, Anterria	9/9/2025	$90.91
2025-584818	266133	Burden, Stevy	8/8/2025	$500.00
2025-585065	266149	Phien, Chhony	8/13/2025	$93.00
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2025-584972	266173	Doiron, James Henry	8/12/2025	$500.00
2025-585670	266214	Ali, Samil	8/20/2025	$250.00
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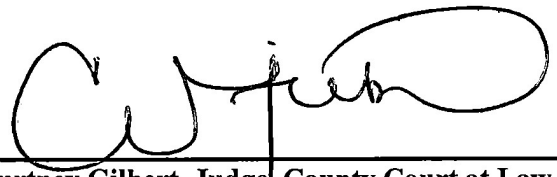
2025-586788	266384	Jones, Lakeisha	9/10/2025	$44.12
2025-587209	266427	Cantu, Eddie	9/16/2025	$302.64
2025-584570	266441	Drabek, Kelly	8/4/2025	$1,500.00
2025-584984	266496	Guzman Perez, Julio Cesar	8/12/2025	$51.00
2025-584986	266496	Guzman Perez, Julio Cesar	8/12/2025	$149.00
2025-588031	266561	Aguilar, Natalie Margaret	9/30/2025	$45.46
2025-588052	266561	Aguilar, Natalie Margaret	9/30/2025	$954.54

2025-586181	266592	Flores, Eric	8/28/2025	$200.00
2025-582847	266642	Hastings, Kelli	7/5/2025	$300.00
2025-582846	266643	Garcia, Kristen Gail	7/5/2025	$300.00
2025-586341	266708	Ramirez, Claudia Veronica	8/30/2025	$23.33
2025-587798	266708	Ramirez, Claudia Veronica	9/26/2025	$79.17
2025-583997	266712	Rios, Anthony	7/24/2025	$200.00
2025-588005	266733	Thurston, Randy Harold	9/30/2025	$200.00
2025-586519	266891	Morales, Amailia Marie	9/4/2025	$9.00
2025-588008	266970	Hill-Mathews, Jaroyd	9/30/2025	$200.00
2025-587866	267022	Williams, Vetta Renee	9/26/2025	$87.00
2025-586176	267033	Pate, Terry Duane	8/28/2025	$200.00
2025-586457	267072	Kuchar, Colby	9/3/2025	$200.00
2025-586459	267104	Castillo, Javier Andres	9/3/2025	$200.00
2025-586460	267147	Bayala, Jose	9/3/2025	$500.00
2025-582984	267179	Marquez, Jeffrey	7/8/2025	$250.00
2025-588054	267311	Camarena, Ricardo	9/30/2025	$750.00
2025-582985	267328	Aguilar Trejo, Joaquin Adrian	7/8/2025	$200.00
2025-587762	267345	Williams, Jeremy	9/25/2025	$2.00
2025-586801	267407	Bryan, Melissa	9/10/2025	$300.00
2025-582992	267412	Cortez, Edgar	7/8/2025	$200.00
2025-586484	267440	Villanueva, Christian Jesus	9/3/2025	$500.00
2025-587735	267448	McClain, Preston Ray	9/25/2025	$300.00
2025-587193	267459	Garcia, Felicia T.	9/16/2025	$100.00
2025-584965	267570	Enriquez, Zachary	8/12/2025	$500.00
2025-587195	267575	Hill, Theoplis	9/16/2025	$8.00
2025-587215	267660	Arce, Paulino Becerra	9/16/2025	$1,000.00
2025-588003	267810	Ceballos, John Manuel	9/30/2025	$200.00
2025-587217	267841	Manzano, Felipe, Jr.	9/16/2025	$100.00
2025-586461	267858	Robertson, James Bruce	9/3/2025	$200.00
2025-586190	268008	Cardenas, Rolando	8/28/2025	$200.00
2025-587733	268092	McFadden, Clyde Edmond, III	9/25/2025	$200.00
2025-585145	268108	Rongey, Jamie Lane	8/14/2025	$250.00
2025-587714	268196	Salgado, Fabio	9/25/2025	$300.00
2025-588012	268200	Scott, Breonna Rena	9/30/2025	$100.00
2025-585667	268312	Trieu, Fuong Si	8/20/2025	$500.00
2025-583458	268323	Waddy, Travon Ray, Jr.	7/14/2025	$500.00
2025-585663	268407	Gutierrez Moguel, Ervin	8/20/2025	$200.00
2025-587636	268742	Gonzalez Moreno, Kareen Alexis	9/24/2025	$200.00
			Total:	**$179,262.58**

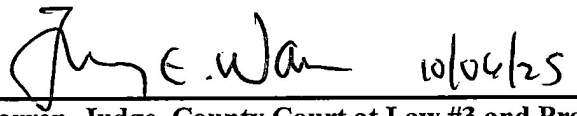
FINE & FEE REPORT

For the Period 07-01-2025 thru 09-30-2025

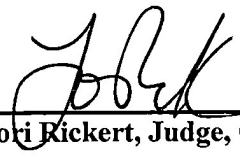


Courtney Gilbert, Judge, County Court at Law #1 and Probate Court, Brazoria County, Texas

Thomas Pfeiffer, Judge, County Court at Law #2 and Probate Court, Brazoria County, Texas



Jeremy Warren, Judge, County Court at Law #3 and Probate Court, Brazoria County, Texas



Lori Rickert, Judge, County Court at Law #4 and Probate Court, Brazoria County, Texas

COMMISSIONERS COURT OF BRAZORIA COUNTY

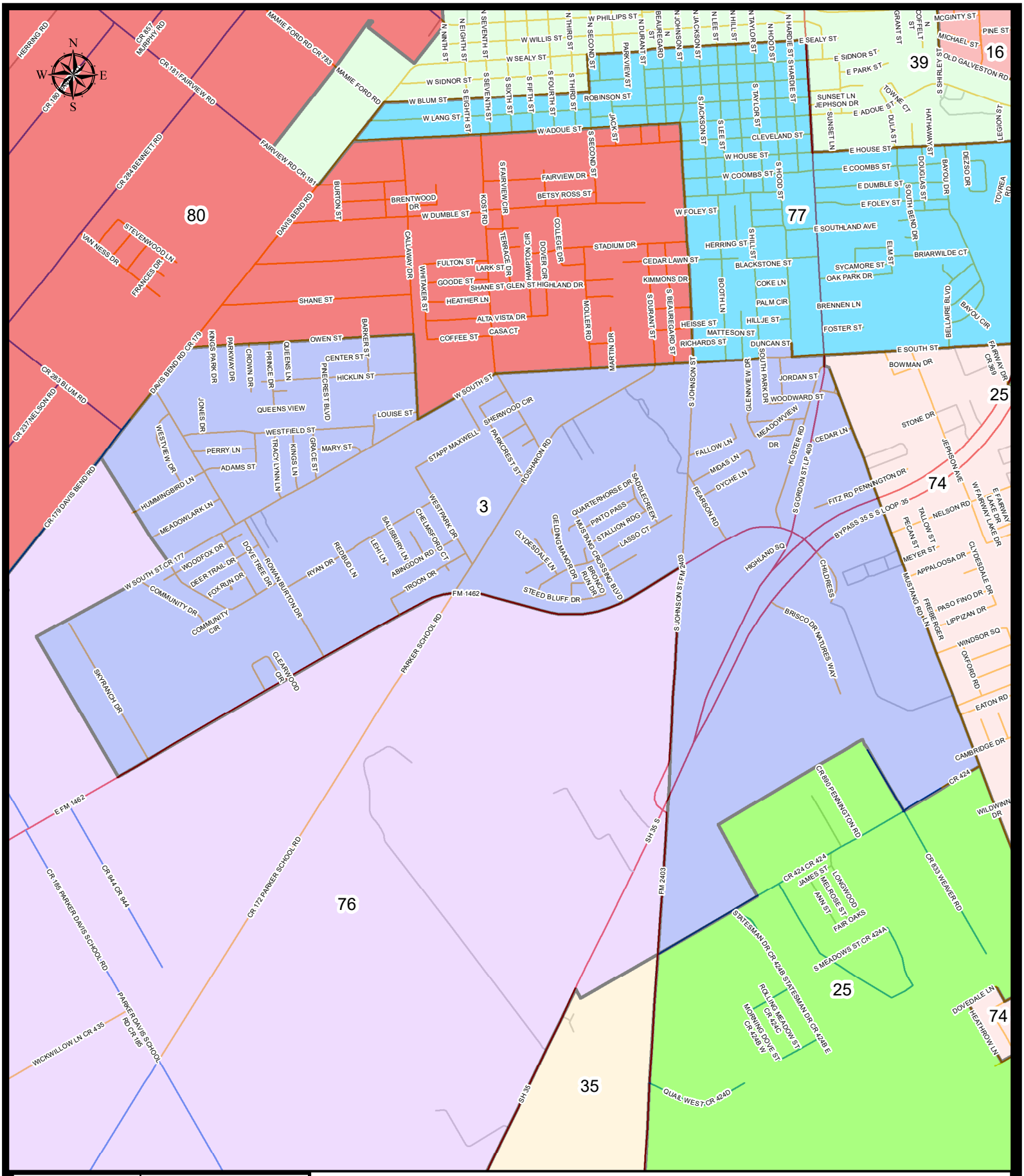
ORDER NO. H.4. **11/18/2025**

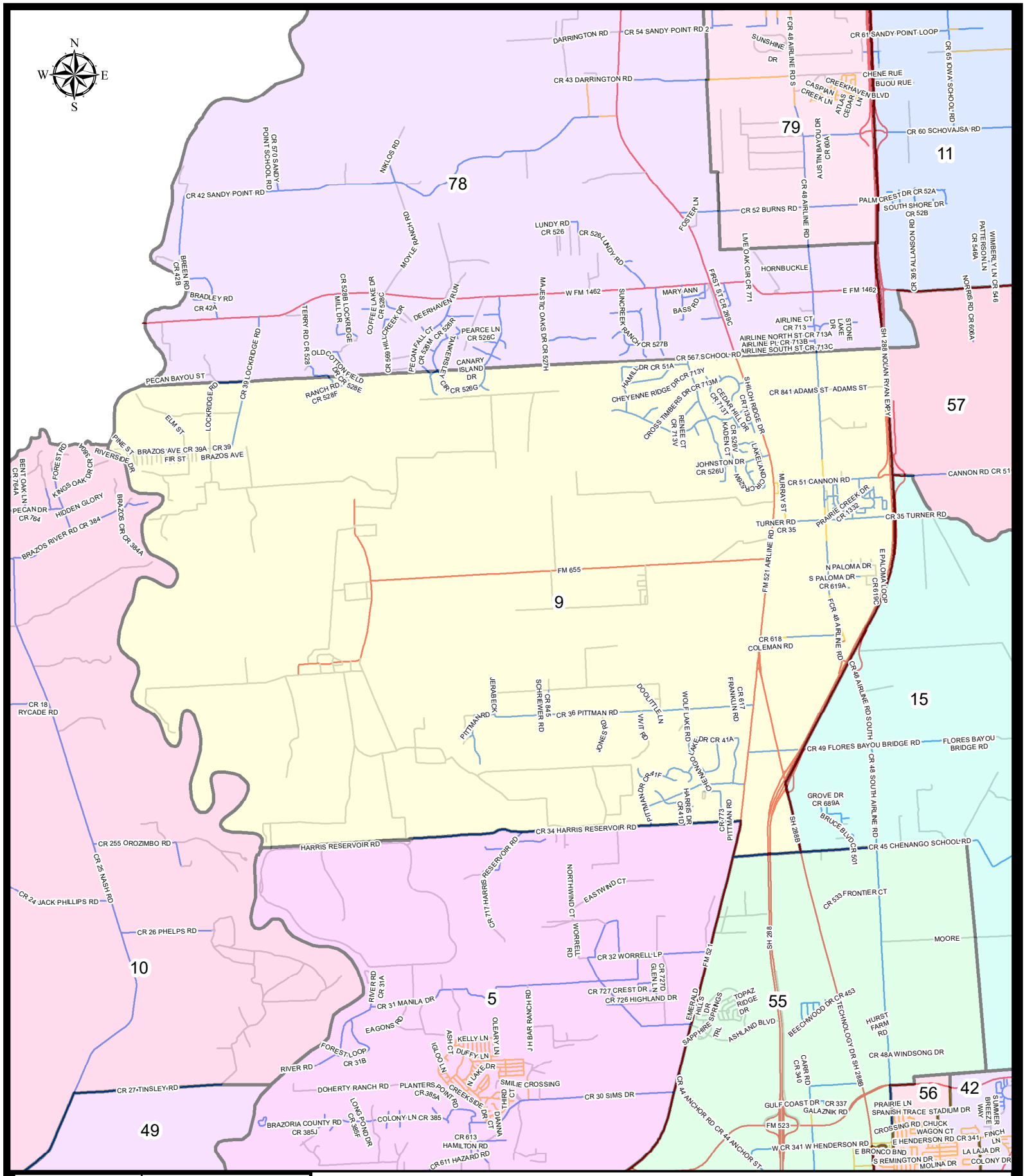
Congressional Redistricting - Commissioner and Precinct Changes

Approve new Congressional Redistricting, Commissioner and precinct boundary changes affected by the 89th Legislature, 2nd Session, enacted by House Bill 4 (H.B 4.) Congressional Districts - PlanC2333.

These changes will go into effect on December 5, 2025.

It is additionally directed that this order be filed with the clerk of the court and a certified copy be given to the custodian of election records for Brazoria County.


Brazoria County Engineering
Precinct 3
State Hwys
County Roads
City Street
Private Street
Effective 12-5-2025
0 0.1 0.2 0.4 Miles
NOTE: This map has been generated for the convenience of the public. This map is not updated daily; it may not contain the most up-to-date County Road information. Verification of right-of-way can only be done through the County Engineers' Office. 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 boundary lines or elevations, is for visual reference only and does not exclude obtaining official permits, surveys, or elevation certificates when required.
56
80
77
39
16
3
74
25
76
35
DAVIS BEND RD CR 179
FAIRVIEW RD CR 181
MAMIE FORD RD CR 783
CR 284 BENNETT RD
CR 283 BLUM RD
CR 237 NELSON RD
CR 857 MURPHY RD
CR 181 FAIRVIEW RD
HERRING RD
CR 184
W SOUTH ST CR 177
E FM 1462
FM 1462
PARKER SCHOOL RD
CR 172 PARKER SCHOOL RD
CR 186 PARKER DAVIS SCHOOL RD
CR 944
WICKWILLOW LN CR 435
PARKER DAVIS SCHOOL RD CR 186
SH 35
FM 2403
CR 890 PENNINGTON RD
CR 424
CR 424 CR 424
CR 835 WEAVER RD
S MEADOWS ST CR 424A
STATESMAN DR CR 424B
STATESMAN DR CR 424B E
ROLLING MEADOW ST CR 424C
MORNING DOVE ST CR 424B W
QUAIL WEST CR 424D
W SOUTH ST
S JOHNSON ST FM 2403
W PHILLIPS ST
W WILLIS ST
W SEALY ST
W SIDNOR ST
W BLUM ST
W LANG ST
W ADOUE ST
E SEALY ST
E SIDNOR ST
E PARK ST
E ADOUE ST
E HOUSE ST
W HOUSE ST
E COOMBS ST
W COOMBS ST
E DUMBLE ST
W DUMBLE ST
E FOLEY ST
W FOLEY ST
E SOUTHLAND AVE
E SOUTH ST
ROBINSON ST
CLEVELAND ST
OLD GALVESTON RD
BOWMAN DR
JORDAN ST
WOODWARD ST
MEADOWVIEW DR
CEDAR LN
FITZ RD PENNINGTON DR
BYPASS 35 S S LOOP 35
NELSON RD
TALLOW ST
PECAN ST
MEYER ST
APPALOOSA DR
CLYDESDALE DR
MUSTANG RD LN
FREIBERGER
PASO FINO DR
LIPPIZAN DR
WINDSOR SQ
OXFORD RD
EATON RD
CAMBRIDGE DR
WILDWINN DR
DOVEDALE LN
HEATHROW LN
HIGHLAND SQ
CHILDRESS
BRISCO DR
MATURES WAY
STONE DR
JEPHSON AVE
E FARWAY
FARWAY LAKE DR
FARWAY DR CR 369
KOSTER RD
S GORDON ST LP 409
PEARSON RD
FALLOW LN
MIDAS LN
DYCHE LN
ROSMARON RD
SHERWOOD CIR
PARKCREST ST
STAPP MAXWELL
SADDLECREEK
QUARTERHORSE DR
PINTO PASS
STALLION RDG
LASSO CT
MUSTANG CROSSING BLVD
BRONCO RUN DR
GELDING MANOR DR
CLYDESDALE LN
WESTPARK DR
CHELMSFORD CT
ABINGDON RD CT
TROON DR
SALISBURY LN
LEHI LN
RED BUD LN
RYAN DR
ROWAN BURTON DR
DOVE TREE DR
FOX RUN DR
DEER TRAIL DR
WOODFOX DR
COMMUNITY DR
COMMUNITY CIR
CLEARWOOD CIR
SKYRANCH DR
STEED BLUFF DR
HUMMINGBIRD LN
MEADOWLARK LN
WESTVIEW DR
ADAMS ST
PERRY LN
WESTFIELD ST
TRACY LYNN LN
KINGS LN
GRACE ST
MARY ST
JONES DR
QUEENS VIEW
LOUISE ST
KINGS PARK DR
PARKWAY DR
CROWN DR
PRINCE DR
QUEENS LN
PINECREST BLVD
CENTER ST
HICKLIN ST
OWEN ST
BARKER ST
SHANE ST
HEATHER LN
ALTA VISTA DR
COFFEE ST
CASA CT
WHITAKER ST
CALLAWAY DR
BURTON ST
BRENTWOOD DR
KOST RD
FAIRVIEW CIR
FAIRVIEW DR
BETSY ROSS ST
TERRACE DR
LARK ST DR
FULTON ST
GOODE ST
SHANE ST GLEN ST
HIGHLAND DR
DOVER CIR
COLLEGE DR
STADIUM DR
MOLLER RD
MARTIN DR
S DURANT ST
S BEAUREGARD ST
CEDAR LAWN ST
KIMMONS DR
HEISSE ST
MATTESON ST
RICHARDS ST
DUNCAN ST
HILLJE ST
PALM CIR
COKE LN
BOOTH LN
BLACKSTONE ST
HERRING ST
S HILL ST
ELM ST
SYCAMORE ST
OAK PARK DR
BRIARWILDE CT
BELLAIRE BLVD
BAYOU CIR
FOSTER ST
BRENNEN LN
SOUTH BEND DR
BAYOU DR
DEZSO DR
TOVREA RD
DOUGLAS ST
HATHAWAY ST
LEIGH ST
SUNSET LN
JEPHSON DR
SUNSET LN
TOWNE CT
S SHELLEY ST
MICHAEL ST
MCGINTY ST
PINE ST
COFFELT ST
GRANT ST
N NINTH ST
N EIGHTH ST
N SEVENTH ST
S SEVENTH ST
S SIXTH ST
S FIFTH ST
S FOURTH ST
S THIRD ST
N THIRD ST
N SECOND ST
N DURANT ST
BEAUREGARD ST
PARKVIEW ST
N JOHNSON ST
N JACKSON ST
N LEE ST
N HILL ST
N TAYLOR ST
N HOOD ST
N HARDIE ST
S HARDIE ST
S TAYLOR ST
S JACKSON ST
S LEE ST
S HOOD ST
JACK ST
S SECOND ST
GLENVIEW DR
SOUTH PARK DR
MAMIE FORD RD
VAN NESS DR
STEVENWOOD LN
FRANCES DR



STATE OF TEXAS
COUNTY OF BRAZORIA

Brazoria County Engineering

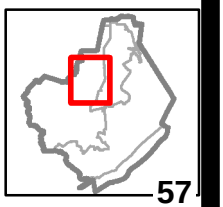
Precinct 9

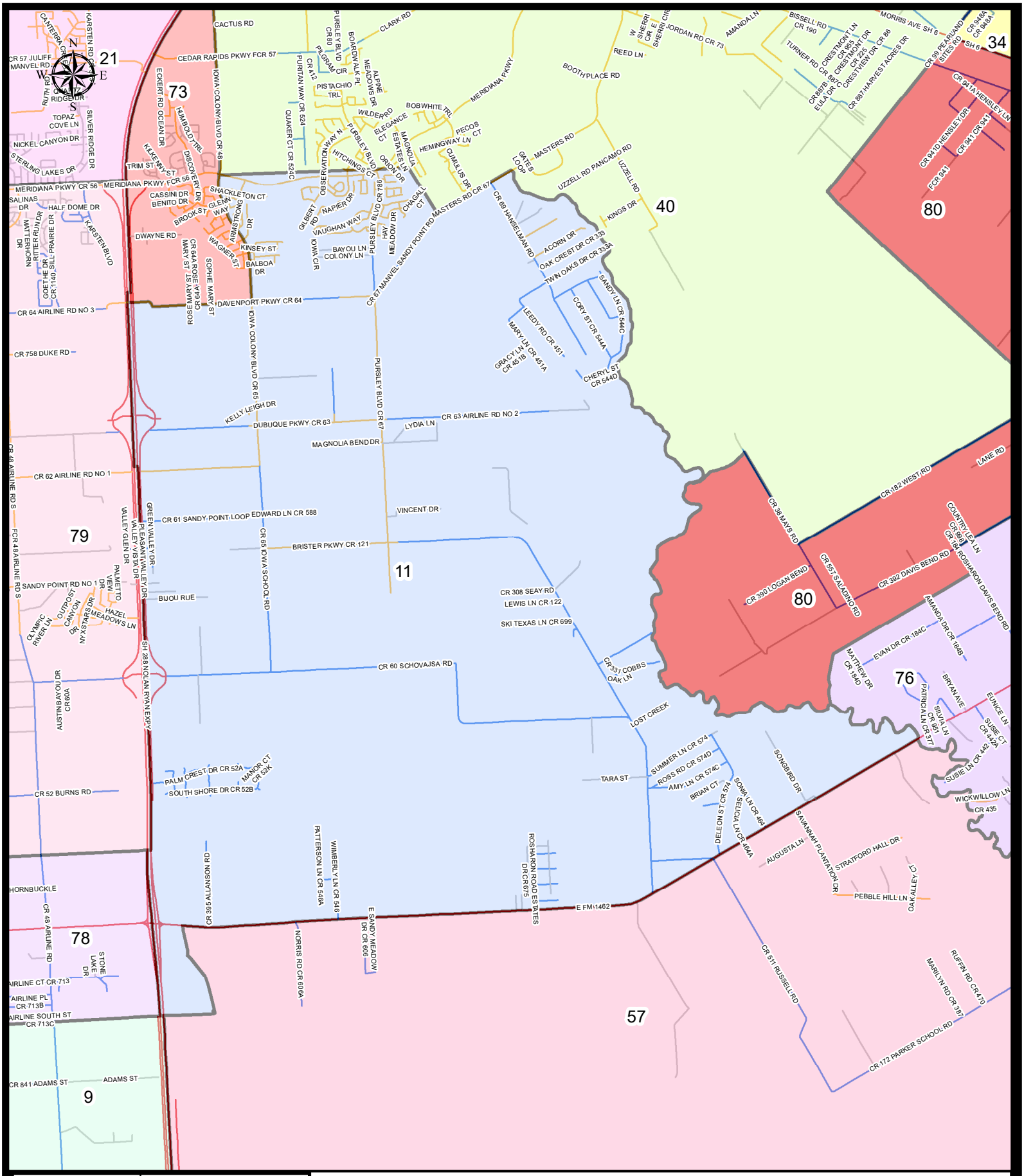
State Hwys
County Roads
City Street
Private Street

Effective
12-5-2025

0 0.425 0.85 1.7 Miles

NOTE: This map has been generated for the convenience of the public. This map is not updated daily; it may not contain the most up-to-date County Road information. Verification of right-of-way can only be done through the County Engineers' Office. 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 boundary lines or elevations, is for visual reference only and does not exclude obtaining official permits, surveys, or elevation certificates when required.





Brazoria County Engineering

Precinct 11

State Hwys
County Roads
City Street
Private Street

Effective 1-1-2026

0 0.25 0.5 1 Miles

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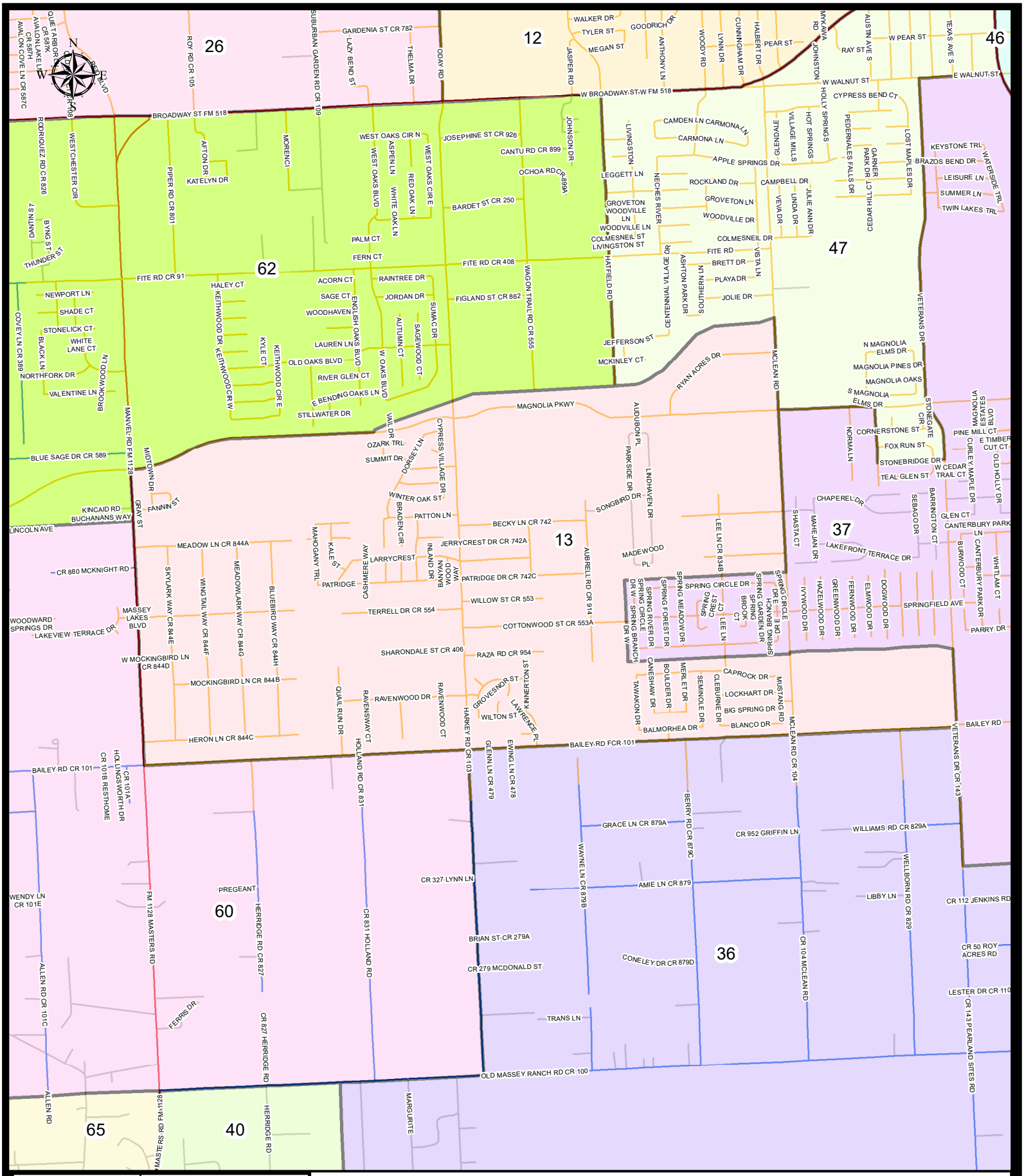
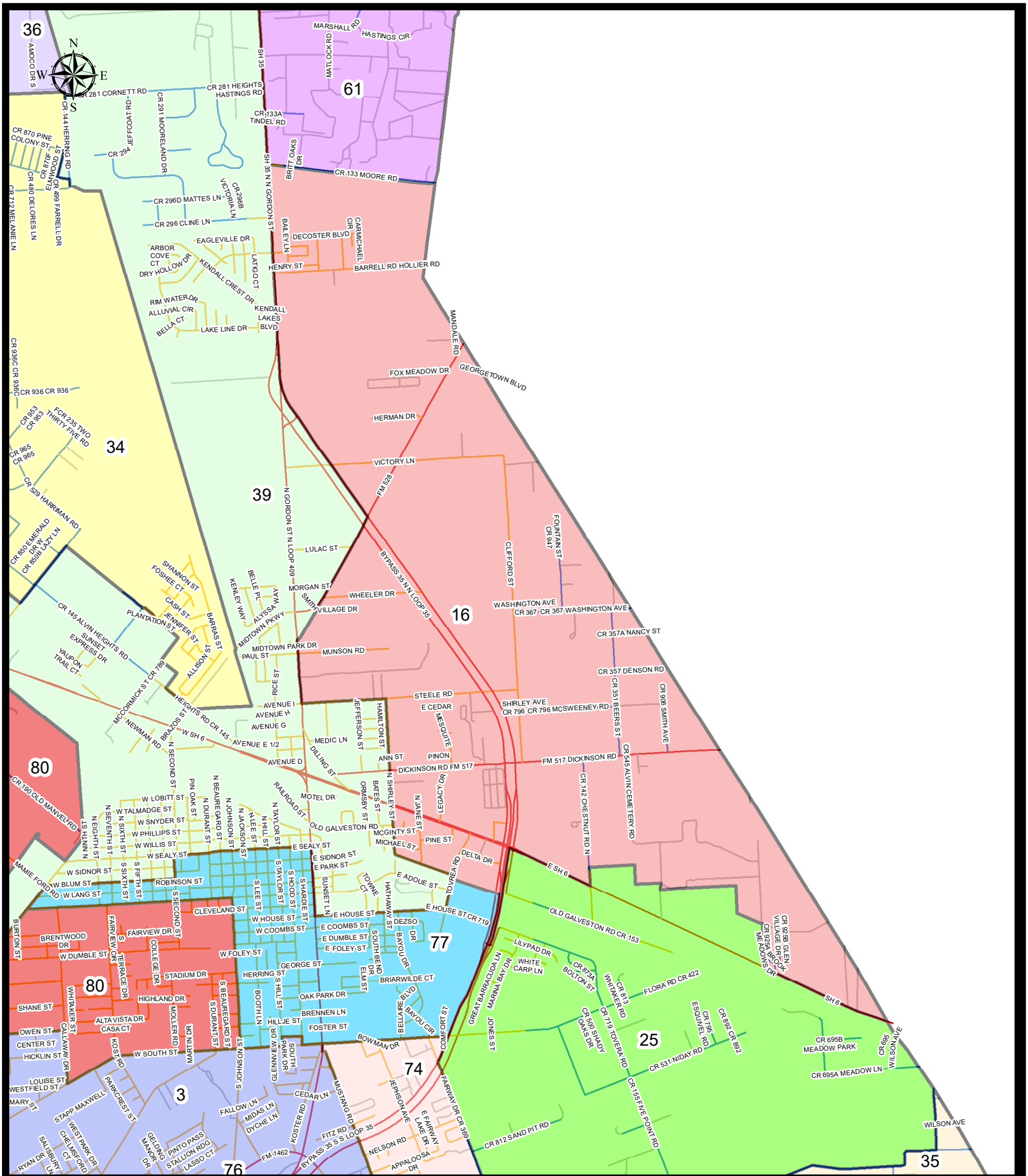
58


Brazoria County Engineering
Precinct 13
State Hwys
County Roads
City Street
Private Street
Effective 12-5-2025
0 0.1 0.2 0.4 Miles
NOTE: This map has been generated for the convenience of the public. This map is not updated daily; it may not contain the most up-to-date County Road information. Verification of right-of-way can only be done through the County Engineers' Office. 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 boundary lines or elevations, is for visual reference only and does not exclude obtaining official permits, surveys, or elevation certificates when required.
59



Brazoria County Engineering

Precinct 16

Effective 12-5-2025

State Hwys

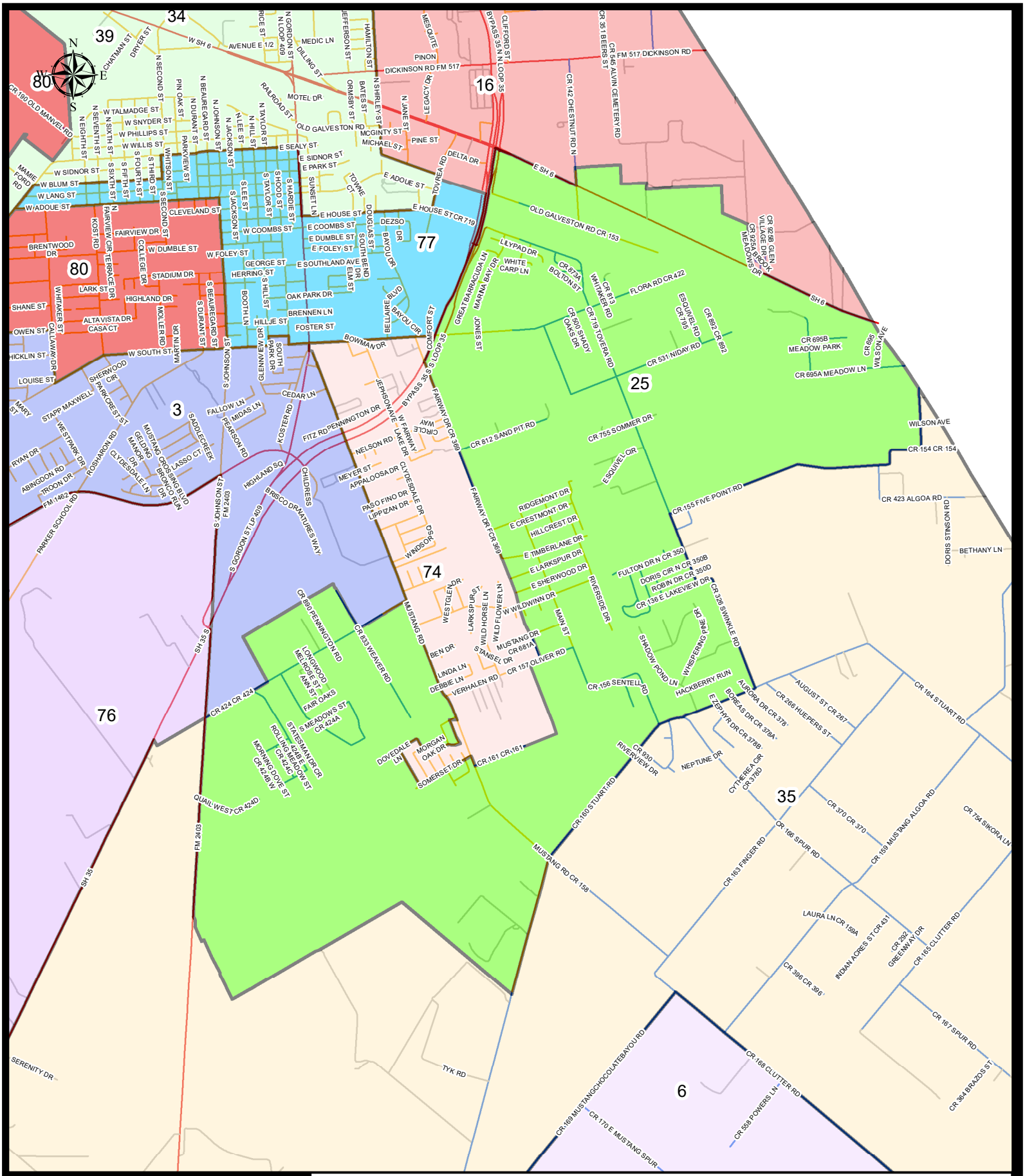
County Roads

City Street

Private Street

0 0.15 0.3 0.6 Miles

NOTE: This map has been generated for the convenience of the public. This map is not updated daily; it may not contain the most up-to-date County Road information. Verification of right-of-way can only be done through the County Engineers' Office. 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 boundary lines or elevations, is for visual reference only and does not exclude obtaining official permits, surveys, or elevation certificates when required.



Brazoria County Engineering

Precinct 25

Effective 12-5-2025

State Hwys

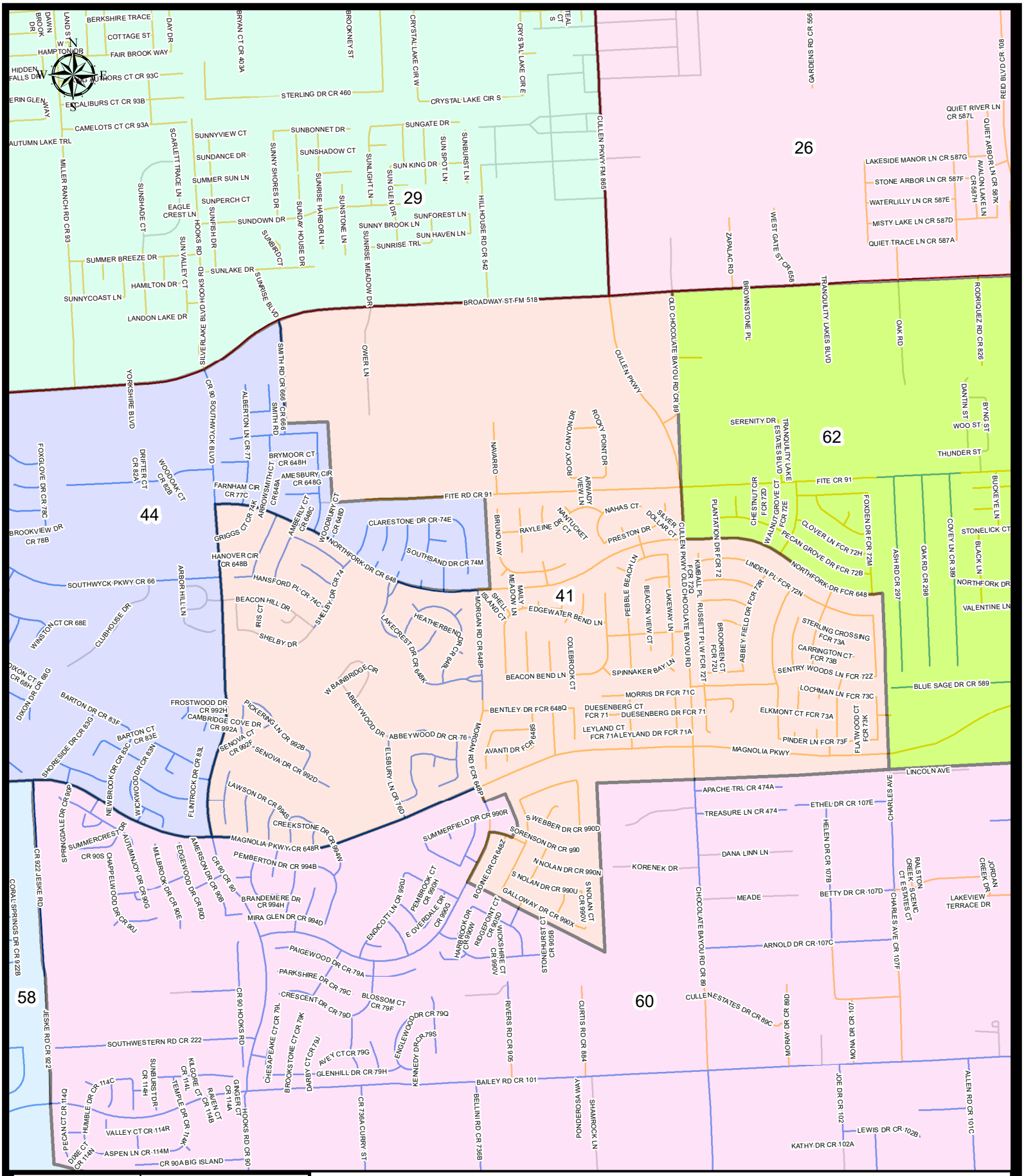
County Roads

City Street

Private Street

0 0.15 0.3 0.6 Miles

NOTE: This map has been generated for the convenience of the public. This map is not updated daily; it may not contain the most up-to-date County Road information. Verification of right-of-way can only be done through the County Engineers' Office. 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 boundary lines or elevations, is for visual reference only and does not exclude obtaining official permits, surveys, or elevation certificates when required.



Brazoria County Engineering

Precinct 41

State Hwys

County Roads

City Street

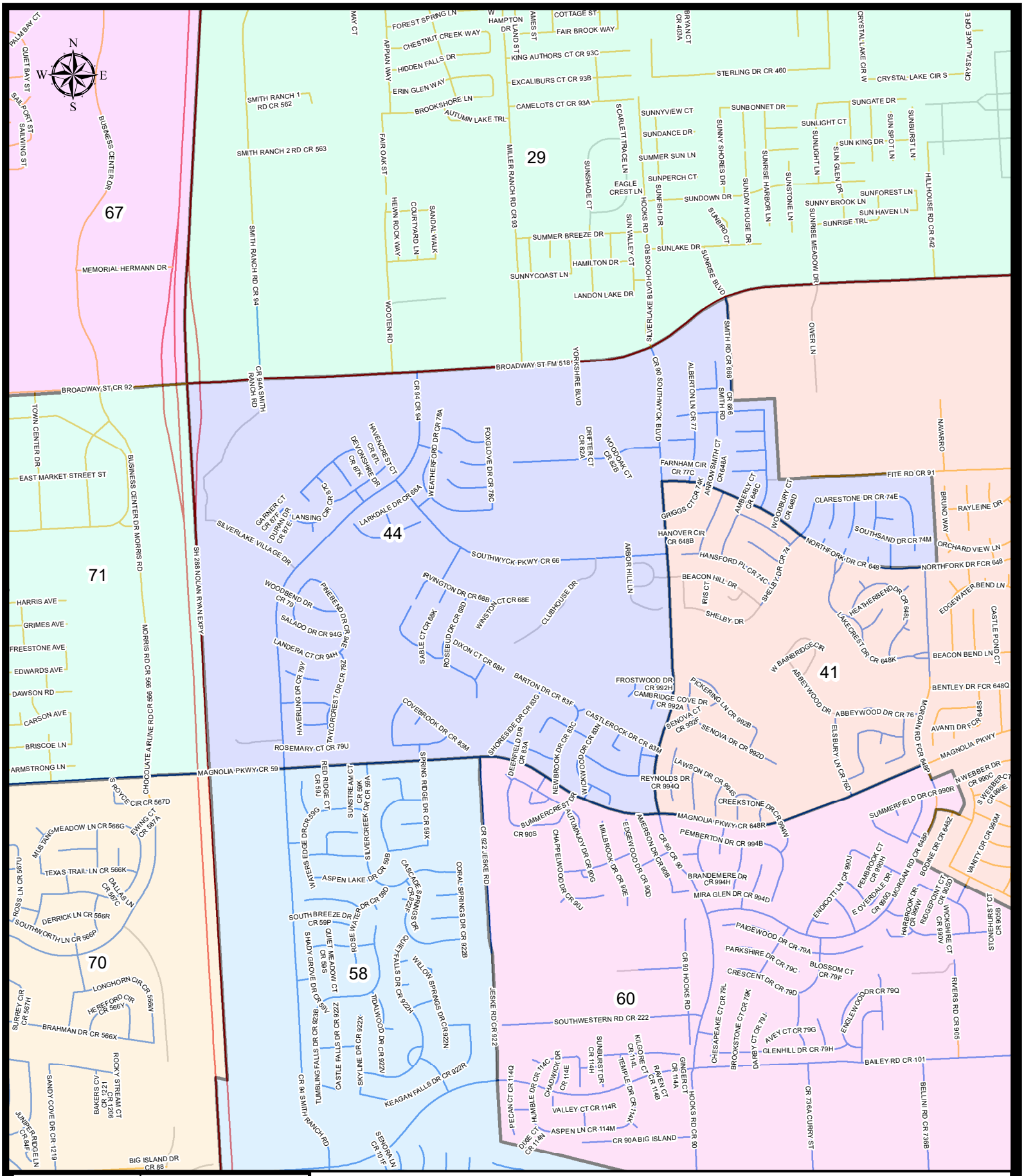
Private Street

Effective 12-5-2025

0 0.075 0.15 0.3 Miles

NOTE: This map has been generated for the convenience of the public. This map is not updated daily; it may not contain the most up-to-date County Road information. Verification of right-of-way can only be done through the County Engineers' Office. 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 boundary lines or elevations, is for visual reference only and does not exclude obtaining official permits, surveys, or elevation certificates when required.

62


N
W
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29
67
71
44
41
70
58
60
BROADWAY ST,CR 92
BROADWAY ST FM 518
MEMORIAL HERMANN DR
SMITH RANCH RD CR 94
SMITH RANCH 1 RD CR 562
SMITH RANCH 2 RD CR 563
BUSINESS CENTER DR
SAN PORT ST
SAILWING ST
PALM BAY CT
QUIET BAY ST
TOWN CENTER DR
EAST MARKET STREET ST
BUSINESS CENTER DR MORRIS RD
MORRIS RD CR 566
HARRIS AVE
GRIMES AVE
FREESTONE AVE
EDWARDS AVE
DAWSON RD
CARSON AVE
BRISCOE LN
ARMSTRONG LN
CHOCOLATE ARJUNE RD CR 566
SH 288 NOLAN RYAN EXPY
MAGNOLIA PKWY,CR 59
ROSEMARY CT CR 79U
SILVERLAKE VILLAGE DR
SOUTHWYCK PKWY CR 66
FOREST SPRING LN
CHESTNUT CREEK WAY
HIDDEN FALLS DR
ERIN GLEN WAY
BROOKSHORE LN
AUTUMN LAKE TRL
KING AUTHORS CT CR 93C
EXCALIBURS CT CR 93B
CAMELOTS CT CR 93A
STERLING DR CR 460
CRYSTAL LAKE CIR S
CRYSTAL LAKE CIR W
CRYSTAL LAKE CIR E
SUNGATE DR
SUNBONNET DR
SUNLIGHT CT
SUNLIGHT LN
SUN KING DR
SUN GLEN DR
SUN SPOT LN
SUNBURST LN
SUNNYVIEW CT
SUNDANCE DR
SUMMER SUN LN
SUNPERCH CT
SUNDOWN DR
SUNFISH DR
SUNBIRD CT
SUNSHORES DR
SUNRISE HARBOR LN
SUNDAY HOUSE DR
SUNSTONE LN
SUNNY BROOK LN
SUNFOREST LN
SUN HAVEN LN
SUNRISE TRL
SUNRISE MEADOW DR
HILLHOUSE RD CR 542
SUNRISE BLVD
SUMMER BREEZE DR
SUNLAKE DR
HAMILTON DR
SUNNYCOAST LN
LANDON LAKE DR
SUN VALLEY CT
HOOKS RD
SILVERLAKE BLVD
SCARLETT TRACE LN
SUNSHADE CT
EAGLE CREST LN
MILLER RANCH RD CR 93
FAIR OAK ST
HEWN ROCK WAY
COURTYARD LN
SANDAL WALK
WOOTEN RD
YORKSHIRE BLVD
CR 90 SOUTHWYCK BLVD
ALBERTON LN CR 77
SMITH RD CR 669
SMITH RD CR 669
OWER LN
NAVARRO
FITE RD CR 91
FARNHAM CIR CR 77C
GRIGGS CT CR 74K
ARRON SMITH CT CR 648A
AMBERLY CT CR 648C
WOODBURY CT CR 648D
CLARESTONE DR CR 74E
RAYLEINE DR
BRUNO WAY
ORCHARD VIEW LN
SOUTHSAND DR CR 74M
NORTHFORK DR CR 648
NORTHFORK DR FCR 648
HANOVER CIR CR 648B
HANSFORD PL CR 74C
SHELBY DR CR 74
BEACON HILL DR
IRIS CT
SHELBY DR
HEATHERBEND DR CR 648J
LAKECREST DR CR 648K
EDGEWATER BEND LN
CASTLE POND CT
BEACON BEND LN
W BAINBRIDGE CIR
ABBEYWOOD DR
ABBEYWOOD DR CR 76
BENTLEY DR FCR 648Q
AVANTI DR FCR 648S
MAGNOLIA PKWY
MAGNOLIA PKWY FCR 648P
ELSBURY LN CR 76D
N WEBBER DR CR 990C
S WEBBER CT CR 990E
SUMMERFIELD DR CR 990R
VANITY DR CR 990M
BODINE DR CR 648Z
PEMBERTON DR CR 994B
MAGNOLIA PKWY CR 648R
CREEKSTONE DR CR 994N
LAWSON DR CR 994S
REYNOLDS DR CR 994Q
BRANDEMERE DR CR 994H
MIRA GLEN DR CR 994D
ENDICOTT LN CR 990J
PEMBROOK CT CR 990H
E OVERDALE DR CR 990G
MORGAN RD CR 648P
HARBROOK DR CR 990W
RIDGEPOINT CT CR 990D
WICKSHIRE CT CR 990V
STONEHURST CT CR 990B
PAIGEWOOD DR CR 79A
PARKSHIRE DR CR 79C
BLOSSOM CT CR 79F
CRESCENT DR CR 79D
ENGLEWOOD DR CR 79Q
RIVERS RD CR 905
CHESAPEAKE CT CR 79L
BROOKSTONE CT CR 79K
AVEY CT CR 79J
DARBY CT CR 79J
AVEY CT CR 79G
GLENHILL DR CR 79H
BAILEY RD CR 101
CR 736A CURRY ST
BELLINI RD CR 736B
SOUTHWESTERN RD CR 222
CR 90 HOOKS RD
HOOKS RD CR 90
GINGER CT
CR 114A
RAVEN CT CR 114B
KILGORE CT CR 114L
TEMPLE DR CR 114K
SUNBURST DR CR 114H
CHADWICK DR CR 114E
HUMBLE DR CR 114C
PECAN CT CR 114Q
VALLEY CT CR 114R
ASPEN LN CR 114M
DIXIE CT CR 114N
CR 90A BIG ISLAND
CR 92 JESKE RD
JESKE RD CR 922
CR 94 SMITH RANCH RD
KEAGAN FALLS DR CR 922R
TULIP WIND FALLS DR CR 923B
CASTLE FALLS DR CR 922Z
SKYLINE DR CR 922X
TIDALWOOD DR CR 922V
WILLOW SPRINGS DR CR 922N
QUIET FALLS DR CR 922H
CORAL SPRINGS DR CR 922B
CASCADE SPRINGS DR CR 922F
ROSE WATER DR CR 590
SOUTH BREEZE DR CR 59P
SHADY GROVE DR CR 59V
QUIET MEADOW CT CR 59S
ASPEN LAKE DR CR 59Q
WATERS EDGE DR CR 59G
RED RIDGE CT CR 76U
SUNSTREAM CT CR 59K
SILVERCREEK DR CR 59A
SPRING RIDGE DR CR 59X
DEERFIELD DR CR 83A
SHORESIDE DR CR 85G
NEWBROOK DR CR 85C
WINDWOOD DR CR 85H
CASTLEROCK DR CR 63M
BARTON DR CR 83F
COVEBROOK DR CR 83M
FROSTWOOD DR CR 992H
CAMBRIDGE COVE DR CR 992A
PICKERING LN CR 992B
SENOVA CT CR 992E
SENOVA DR CR 992D
CHAPPELWOOD DR CR 90J
AUTUMNJOY DR CR 90G
SUMMERCREST DR CR 90S
MILLBROOK DR CR 90E
EDGEWOOD DR CR 90D
AMERSON DR CR 90B
CR 90 CR 90
CR 90 HOOKS RD
CLUBHOUSE DR
ARBOR HILL LN
IRVINGTON DR CR 68B
WINSTON CT CR 68E
ROSEBUD DR CR 68D
DIXON CT CR 68H
SABLE CT CR 68K
WOODBEND DR CR 79
PINEBEND DR CR 94E
SALADO DR CR 94G
LANDERA CT CR 94H
HAVERURING DR CR 79Y
TAYLORCREST DR CR 79Z
LARKDALE DR CR 66A
WEATHERFORD DR CR 78A
FOXGLOVE DR CR 78C
HAVENCREST CT CR 97L
DEVONSHIRE DR CR 97K
GARNER CT CR 97F
DURHAM DR CR 97E
LANSING CIR CR 97C
CR 94 CR 94
CR 94A SMITH RANCH RD
DRIFTER CT CR 82A
WOODOAK CT CR 82B
SMITH RD CR 669
OWER LN
CR 88 BIG ISLAND DR
CR 101F SENOIA LN
CR 1219 SANDY COVE DR
CR 1221 ROCKY STREAM CT
CR 1206 BAKERS CV
CR 94F JUNIPER RIDGE LN
CR 567U ROSS LN
CR 566Y HEREFORD CIR
CR 567H SURREY CIR
CR 566W LONGHORN CIR
CR 566X BRAHMAN DR
CR 566P SOUTHWORTH LN
CR 566R DERRICK LN
CR 567C DALLAS LN
CR 566K TEXAS TRAIL LN
CR 566G MUSTANG MEADOW LN
CR 567A EWING CT
CR 567D ROYCE CIR
CR 567D ROYCE CIR
CR 567A EWING CT
CR 566G MUSTANG MEADOW LN
CR 566K TEXAS TRAIL LN
CR 567C DALLAS LN
CR 566R DERRICK LN
CR 566P SOUTHWORTH LN
CR 566W LONGHORN CIR
CR 566Y HEREFORD CIR
CR 567H SURREY CIR
CR 566X BRAHMAN DR
CR 1206 BAKERS CV
CR 1221 ROCKY STREAM CT
CR 1219 SANDY COVE DR
CR 94F JUNIPER RIDGE LN
CR 88 BIG ISLAND DR
CR 101F SENOIA LN
CR 94 SMITH RANCH RD
CR 923B TULIP WIND FALLS DR
CR 922Z CASTLE FALLS DR
CR 922X SKYLINE DR
CR 922V TIDALWOOD DR
CR 922N WILLOW SPRINGS DR
CR 922H QUIET FALLS DR
CR 922F CASCADE SPRINGS DR
CR 922B CORAL SPRINGS DR
CR 922 JESKE RD
CR 59S SHADY GROVE DR
CR 59V QUIET MEADOW CT
CR 590 ASPEN LAKE DR
CR 59P SOUTH BREEZE DR
CR 590 ROSE WATER DR
CR 59G WATERS EDGE DR
CR 76U RED RIDGE CT
CR 59K SUNSTREAM CT
CR 59A SILVERCREEK DR
CR 59X SPRING RIDGE DR
CR 83A DEERFIELD DR
CR 85G SHORESIDE DR
CR 85C NEWBROOK DR
CR 85H WINDWOOD DR
CR 63M CASTLEROCK DR
CR 83F BARTON DR
CR 83M COVEBROOK DR
CR 992H FROSTWOOD DR
CR 992A CAMBRIDGE COVE DR
CR 992B PICKERING LN
CR 992E SENOVA CT
CR 992D SENOVA DR
CR 90S SUMMERCREST DR
CR 90G AUTUMNJOY DR
CR 90J CHAPPELWOOD DR
CR 90E MILLBROOK DR
CR 90D EDGEWOOD DR
CR 90B AMERSON DR
CR 90 CR 90
CR 90 HOOKS RD
CR 994Q REYNOLDS DR
CR 994S LAWSON DR
CR 994N CREEKSTONE DR
CR 648R MAGNOLIA PKWY
CR 994B PEMBERTON DR
CR 994H BRANDEMERE DR
CR 994D MIRA GLEN DR
CR 990J ENDICOTT LN
CR 990H PEMBROOK CT
CR 990G E OVERDALE DR
CR 648P MORGAN RD
CR 990W HARBROOK DR
CR 990D RIDGEPOINT CT
CR 990V WICKSHIRE CT
CR 990B STONEHURST CT
CR 79A PAIGEWOOD DR
CR 79C PARKSHIRE DR
CR 79F BLOSSOM CT
CR 79D CRESCENT DR
CR 79Q ENGLEWOOD DR
CR 905 RIVERS RD
CR 79L CHESAPEAKE CT
CR 79K BROOKSTONE CT
CR 79J AVEY CT
CR 79J DARBY CT
CR 79G AVEY CT
CR 79H GLENHILL DR
CR 101 BAILEY RD
CR 736A CURRY ST
CR 736B BELLINI RD
CR 222 SOUTHWESTERN RD
CR 90 HOOKS RD
CR 114A GINGER CT
CR 114B RAVEN CT
CR 114L KILGORE CT
CR 114K TEMPLE DR
CR 114H SUNBURST DR
CR 114E CHADWICK DR
CR 114C HUMBLE DR
CR 114Q PECAN CT
CR 114R VALLEY CT
CR 114M ASPEN LN
CR 114N DIXIE CT
CR 90A BIG ISLAND
CR 92 JESKE RD
CR 922R KEAGAN FALLS DR
CR 94 SMITH RANCH RD
CR 94A SMITH RANCH RD
CR 94 CR 94
CR 92 BROADWAY ST
CR 669 SMITH RD
CR 669 SMITH RD
CR 90 SOUTHWYCK BLVD
CR 82A DRIFTER CT
CR 82B WOODOAK CT
CR 78A WEATHERFORD DR
CR 78C FOXGLOVE DR
CR 97L HAVENCREST CT
CR 97K DEVONSHIRE DR
CR 97E DURHAM DR
CR 97C LANSING CIR
CR 97F GARNER CT
CR 66A LARKDALE DR
CR 66 SOUTHWYCK PKWY
CR 68B IRVINGTON DR
CR 68E WINSTON CT
CR 68D ROSEBUD DR
CR 68H DIXON CT
CR 68K SABLE CT
CR 79 WOODBEND DR
CR 94E PINEBEND DR
CR 94G SALADO DR
CR 94H LANDERA CT
CR 79Y HAVERURING DR
CR 79Z TAYLORCREST DR
CR 79U ROSEMARY CT
CR 59 MAGNOLIA PKWY
CR 648 NORTHFORK DR
CR 74 SHELBY DR
CR 74C HANSFORD PL
CR 74M SOUTHSAND DR
CR 74E CLARESTONE DR
CR 74K GRIGGS CT
CR 77C FARNHAM CIR
CR 648B HANOVER CIR
CR 648A ARRON SMITH CT
CR 648C AMBERLY CT
CR 648D WOODBURY CT
CR 77 ALBERTON LN
CR 669 SMITH RD
CR 91 FITE RD
CR 648K LAKECREST DR
CR 648J HEATHERBEND DR
CR 648S AVANTI DR
CR 648Q BENTLEY DR
CR 76 ABBEYWOOD DR
CR 76D ELSBURY LN
CR 648Z BODINE DR
CR 990C N WEBBER DR
CR 990E S WEBBER CT
CR 990R SUMMERFIELD DR
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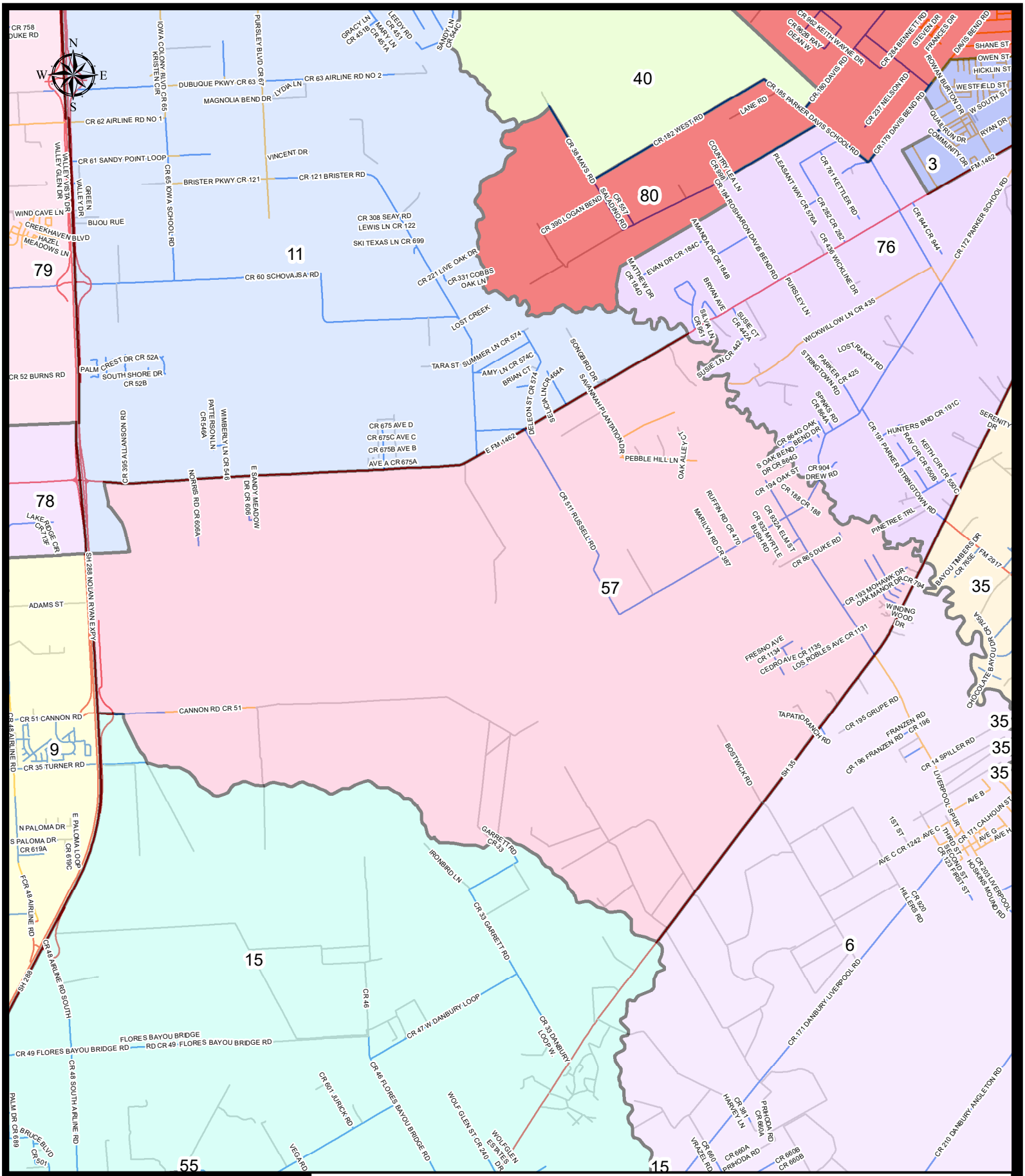
CR 990J ENDICOTT LN
CR 990H PEMBROOK CT
CR 990G E OVERDALE DR



Brazoria County Engineering

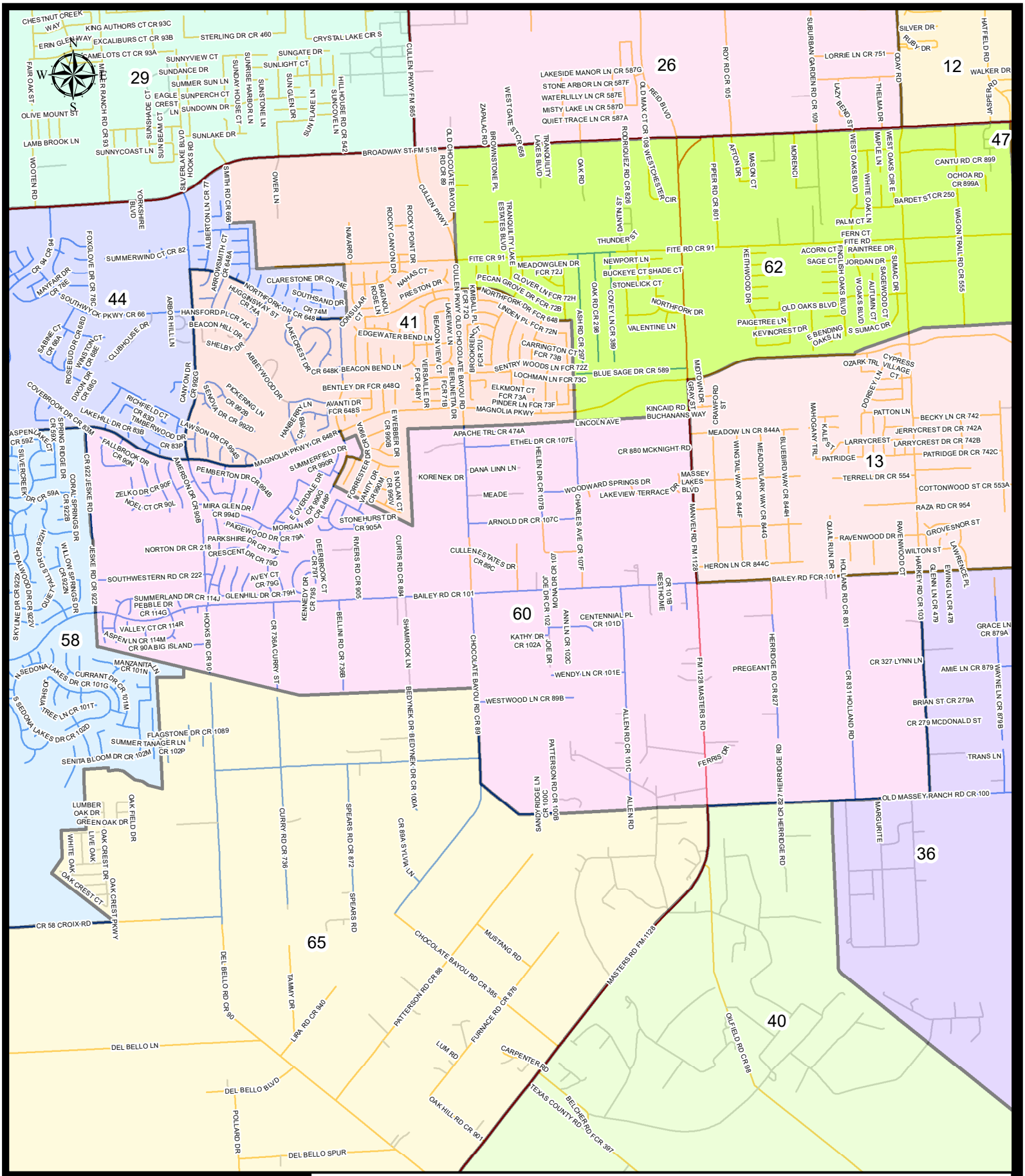
Precinct 57

Effective 12-5-2025

State Hwys
County Roads
City Street
Private Street

0 0.325 0.65 1.3 Miles

NOTE: This map has been generated for the convenience of the public. This map is not updated daily; it may not contain the most up-to-date County Road information. Verification of right-of-way can only be done through the County Engineers' Office. 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 boundary lines or elevations, is for visual reference only and does not exclude obtaining official permits, surveys, or elevation certificates when required.



Brazoria County Engineering

Precinct 60

State Hwys

County Roads

City Street

Private Street

Effective 12-5-2025

0 0.15 0.3 0.6 Miles

NOTE: This map has been generated for the convenience of the public. This map is not updated daily; it may not contain the most up-to-date County Road information. Verification of right-of-way can only be done through the County Engineers' Office. 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 boundary lines or elevations, is for visual reference only and does not exclude obtaining official permits, surveys, or elevation certificates when required.

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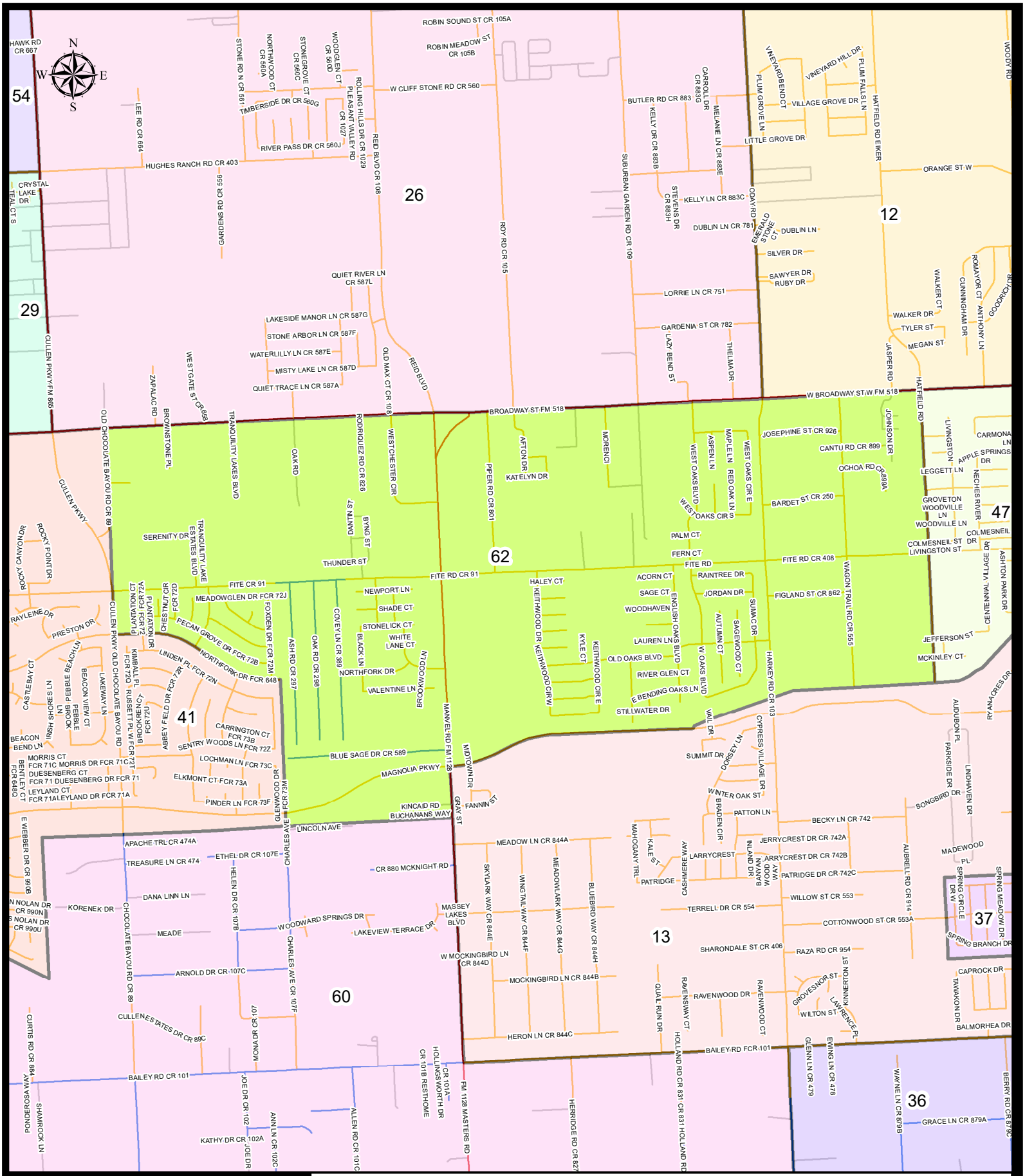
N
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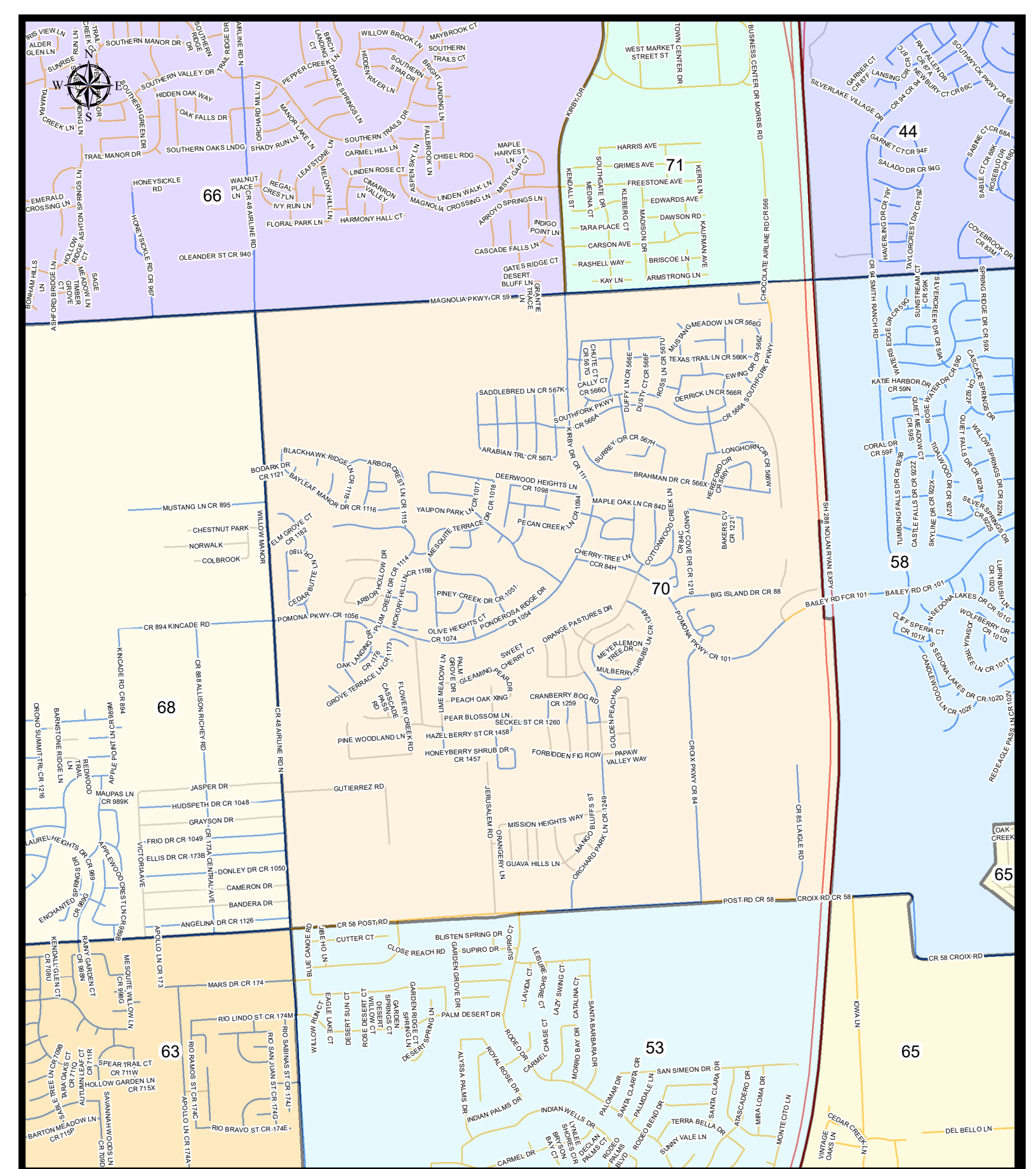
37
66
ROBIN SOUND ST CR 105A
ROBIN MEADOW ST CR 105B
W CLIFF STONE RD CR 560
HUGHES RANCH RD CR 403
BUTLER RD CR 883
LITTLE GROVE DR
ORANGE ST W
DUBLIN LN CR 781
DUBLIN LN
SILVER DR
SAWYER DR
RUBY DR
LORRIE LN CR 751
GARDENIA ST CR 782
QUIET RIVER LN CR 587L
LAKESIDE MANOR LN CR 587G
STONE ARBOR LN CR 587F
WATERLILLY LN CR 587E
MISTY LAKE LN CR 587D
QUIET TRACE LN CR 587A
BROADWAY ST FM 518
W BROADWAY ST W FM 518
JOSEPHINE ST CR 926
CANTU RD CR 899
OCHOA RD CR 899A
BARDET ST CR 250
FITE RD CR 91
FITE RD CR 408
FITE RD
FIGLAND ST CR 862
WAGON TRAIL RD CR 555
HARKEY RD CR 103
JEFFERSON ST
MCKINLEY CT
BLUE SAGE DR CR 589
MAGNOLIA PKWY
KINCAID RD
BUCHANANS WAY
LINCOLN AVE
MEADOW LN CR 844A
CR 880 MCKNIGHT RD
WOODWARD SPRINGS DR
LAKEVIEW TERRACE DR
W MOCKINGBIRD LN CR 844D
MOCKINGBIRD LN CR 844B
HERON LN CR 844C
BAILEY RD FCR 101
BAILEY RD CR 101
SHARONDALE ST CR 406
RAZA RD CR 954
TERRELL DR CR 554
WILLOW ST CR 553
COTTONWOOD ST CR 553A
PATRIDGE DR CR 742C
JERRYCREST DR CR 742A
JERRYCREST DR CR 742B
BECKY LN CR 742
GRACE LN CR 879A
BERRY RD CR 879C
ROBINCOVE DR
ROCKY POINT DR
RAYLEINE DR
PRESTON DR
CASTLE BAY CT
BEACON BEND LN
MORRIS CT
DUESENBERG CT
LEYLAND CT
BENTLEY CT FCR 648G
E WEBBER DR CR 990B
N NOLAN DR CR 990N
S NOLAN DR CR 990U
KORENEK DR
MEADE
DANA LINN LN
TREASURE LN CR 474
APACHE TRL CR 474A
ETHEL DR CR 107E
HELEN DR CR 107B
CHOCOLATE BAYOU RD CR 89
ARNOLD DR CR 107C
CULLEN ESTATES DR CR 89C
CURTIS RD CR 884
POINDEXTER WAY
SHAMROCK LN
MONA DR CR 107
JOE DR CR 102
KATHY DR CR 102A
ANN LN CR 102C
ALLEN RD CR 101C
CR 1018 RESTHOME
HOLLINGSWORTH DR
CR 101A
FM 1128 MASTERS RD
HERRIDGE RD CR 827
HOLLAND RD CR 831 CR 831 HOLLAND RD
QUAIL RUN DR
RAVENSWAY CT
RAVENWOOD DR
RAVENWOOD CT
GROVESNOR ST
KINNERTON ST
LAWRENCE PL
WILTON ST
GLENN LN CR 479
EWING LN CR 478
WAYNE LN CR 879B
CAPROCK DR
TAWAKON DR
BALMORHEA DR
MADEWOOD PL
SPRING CIRCLE DR W
SPRING MEADOW DR
SPRING BRANCH DR
AUDUBON PL
PARKSIDE DR
LNDHAVEN DR
SONGBIRD DR
AUBRELL RD CR 914
SUMMIT DR
VAIL DR
DORSEY LN
CYPRESS VILLAGE DR
WINTER OAK ST
PATTON LN
BRADEN CIR
MANVEL RD FM 1128
MIDTOWN DR
FANNIN ST
GRAY ST
MAHOGANY TRL
KALE ST
CASHMERE WAY
BLUEBIRD WAY CR 844H
MEADOWLARK WAY CR 844G
WINGTAIL WAY CR 844F
SKYLARK WAY CR 844E
MASSEY LAKES BLVD
CHARLES AVE CR 107F
CHARLES AVE
GLENWOOD DR FCR 73E
ABBEY FELD DR FCR 72R
BROOKPARK CT FCR 72P
KIMBALL PL FCR 72O
RUSSETT PL W FCR 72T
PLANTATION DR FCR 72S
PLANTATION CT FCR 72Q
CHESTNUT CIR FCR 72U
MEADOWGLEN DR FCR 72J
PECAN GROVE DR FCR 72B
NORTHFORK DR FCR 648
LINDEN PL FCR 72N
CARRINGTON CT FCR 73B
SENTRY WOODS LN FCR 72Z
LOCHMAN LN FCR 73C
ELKMONT CT FCR 73A
PINDER LN FCR 73F
MORRIS CT FCR 71C
DUESENBERG DR FCR 71
LEYLAND DR FCR 71A
CULLEN PKWY
CULLEN PKWY FM 865
OLD CHOCOLATE BAYOU RD CR 89
OLD CHOCOLATE BAYOU RD
LAKEWAY LN
BEACON VIEW CT
PEBBLE BROOK LN
PEBBLE BEACH LN
IRISH SHORES LN
FOXDEN DR FCR 72M
ASH RD CR 297
OAK RD CR 298
COVEY LN CR 389
BLACK LN
NORTHFORK DR
BROOKWOOD LN
VALENTINE LN
STONELICK CT
WHITE LANE CT
NEWPORT LN
SHADE CT
HALEY CT
KEITHWOOD DR
KEITHWOOD CIR W
KEITHWOOD CIR E
KYLE CT
ACORN CT
SAGE CT
WOODHAVEN
ENGLISH OAKS BLVD
LAUREN LN
OLD OAKS BLVD
RIVER GLEN CT
E BENDING OAKS LN
STILLWATER DR
RAINTREE DR
JORDAN DR
SUMAC DR
AUTUMN CT
SAGEWOOD CT
W OAKS BLVD
PALM CT
FERN CT
WEST OAKS BLVD
WEST OAKS CIR S
WEST OAKS CIR E
RED OAK LN S
ASPEN LN
MAPLE LN
MORENCI
AFTON DR
KATELYN DR
PIPER CR 801
ROY RD CR 105
REID BLVD
REID BLVD CR 108
OLD MAX CT CR 108
RODRIGUEZ RD CR 826
WESTCHESTER CIR
THUNDER ST
DANTIN ST
BYNG ST
SERENITY DR
TRANQUILITY LAKE ESTATES BLVD
TRANQUILITY LAKES BLVD
OAK RD
BROWNSTONE PL
ZAPALAC RD
WESTGATE ST CR 658
CHARDENS RD CR 556
LEE RD CR 664
HAWK RD CR 667
CRYSTAL LAKE DR
TEAL CT S
STONE RD N CR 561
NORTHWOOD CT CR 560A
STONEGROVE CT CR 560C
WOODGLEN CT CR 560D
TIMBERSIDE DR CR 560G
PLEASANT VALLEY RD CR 1027
ROLLING HILLS DR CR 1029
RIVER PASS DR CR 560J
SUBURBAN GARDEN RD CR 109
KELLY DR CR 883B
KELLY LN CR 883C
STEVENS DR CR 883H
CARROLL DR CR 883G
MELANIE LN CR 883E
PLUM GROVE LN
VILLAGE GROVE DR
VINEYARD HILL DR
VINEYARDBEND CT
PLUM FALLS LN
HATFIELD RD EIKER
EMERALD STONE CT
ODAY RD
WOODY RD
HATFIELD RD
JASPER RD
MEGAN ST
TYLER ST
WALKER DR
WALKER CT
LAZY BEND ST
THELMA DR
CUNNINGHAM DR
ANTHONY LN
ROMAYOR CT
GOODRICH
JOHNSON DR
LIVINGSTON
CARMONA LN
APPLE SPRINGS DR
LEGGETT LN
NECHES RIVER
GROVETON WOODVILLE LN
WOODVILLE LN
COLMESNEIL ST DR
COLMESNEIL ST
LIVINGSTON ST
ASHTON PARK DR
CRETE NAVAL VILLAGE DR
RIVERACRES DR
Brazoria County Engineering
Precinct 62
State Hwys
County Roads
City Street
Private Street
Effective 12-5-2025
0 0.1 0.2 0.4 Miles
NOTE: This map has been generated for the convenience of the public. This map is not updated daily; it may not contain the most up-to-date County Road information. Verification of right-of-way can only be done through the County Engineers' Office. 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 boundary lines or elevations, is for visual reference only and does not exclude obtaining official permits, surveys, or elevation certificates when required.


Brazoria County Engineering
Precinct 70
State Hwys
County Roads
City Street
Private Street
Effective 12-5-2025
0 0.1 0.2 0.4 Miles
NOTE: This map has been generated for the convenience of the public. This map is not updated daily; it may not contain the most up-to-date County Road information. Verification of right-of-way can only be done through the County Engineers' Office. 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 boundary lines or elevations, is for visual reference only and does not exclude obtaining official permits, surveys, or elevation certificates when required.
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MAGNOLIA PKWY CR 59
POMONA PKWY CR 101
POST RD CR 58
CROIX RD CR 58
CROIX PKWY CR 84
BAILEY RD FCR 101
SH 288 NOLAN RYAN EXPY
CR 48 AIRLINE RD N
CR 894 KINCADE RD
CR 58 POST RD
CR 58 CROIX RD
OLEANDER ST CR 940
MARS DR CR 174
RIO LINDO ST CR 174M
RIO BRAVO ST CR 174E
SOUTHERN MANOR DR
SOUTHERN VALLEY DR
HIDDEN OAK WAY
OAK FALLS DR
SOUTHERN OAKS LNDG
TRAIL MANOR DR
HONEYSICKLE RD
SOUTHERN TRAILS DR
SOUTHERN TRAILS CT
SOUTHERN STAR DR
BRIGHT LANDING LN
WILLOW BROOK LN
MAYBROOK CT
HIDDEN RIVER LN
PEPPER CREEK LN
DRAKE SPRINGS LN
BIRCH LANDING LN CT
ORCHARD MILL LN
MANOR LAKE LN
SHADY RUN LN
LEAFSTONE LN
MELONY HILL LN
CARMEL HILL LN
LINDEN ROSE CT
CIMARRON VALLEY
ASPEN SKY LN
CHISEL RDG
FALLBROOK LN
LINDEN WALK LN
MAGNOLIA CROSSING LN
MISTY GAP CT
MAPLE HARVEST LN
ARROYO SPRINGS LN
INDIGO POINT LN
CASCADE FALLS LN
GATES RIDGE CT
DESERT BLUFF LN
GRANITE TRACE LN
FLORAL PARK LN
HARMONY HALL CT
IVY RUN LN
REGAL CREST LN
WALNUT PLACE LN
EMERALD CROSSING LN
ASHTON SPRINGS LN
HOLLOW RIDGE CT
MEADOW LN
TIMBER GROVE CT
SAGE BRIDGE LN
BONHAM HILL ST
WEST MARKET STREET ST
TOWN CENTER DR
BUSINESS CENTER DR MORRIS RD
KIRBY DR
KENDALL ST
MEDINA CT
SOUTHGATE DR
HARRIS AVE
GRIMES AVE
FREESTONE AVE
EDWARDS AVE
DAWSON RD
TARA PLACE CT
CARSON AVE
RASHELL WAY
KAY LN
KLEBERG CT
MADISON DR
KAUFMAN AVE
BRISCOE LN
ARMSTRONG LN
KERR LN
CHOCOLATE AIRLINE RD CR 566
SILVERLAKE VILLAGE DR
GARNER CT CR 67F
LANSING CR CR 67C
NEWBURY CT CR 66C
RALF ALLEN DR
SOUTHWY CK PKWY CR 66
GARNET CT CR 94F
SALADO DR CR 94G
SABINE CT CR 68A
SABLE CT CR 68K
ROSEBUD DR CR 68D
HAVERLING DR CR 79Y
TAYLORCREST DR CR 79Z
COVEBROOK DR CR 63M
SMITH RANCH RD
SUNSTREAM CT CR 59K
SILVERCREEK DR CR 59K
SPRING RIDGE DR CR 59X
WATERS EDGE DR CR 59G
KATIE HARBOR DR CR 59N
WATER DR CR 59D
CASCADE SPRINGS DR CR 922F
ROSE MEADOW CT CR 59S
QUIET MEADOW CT
QUIET FALLS DR CR 922H
WILLOW SPRINGS DR CR 922N
TIDALWOOD DR CR 922Y
SILVER SPRINGS DR CR 922S
TUMBLING FALLS DR CR 922B
CASTLE FALLS DR CR 922J
SKYLINE DR CR 922K
CORAL DR CR 59F
LUPIN BUSH LN CR 102Q
N SEDONA LAKES DR CR 101G
WOLFBERRY DR CR 101Q
JOSHUA TREE LN CR 101T
S SEDONA LAKES DR CR 102D
CANDLEWOOD LN CR 102F
CLIFF SPERA CT CR 101X
REDEAGLE PASS LN CR 102V
OAK CREEK
IOWA LN
CEDAR CREEK LN
DEL BELLO LN
VINTAGE OAKS LN
MONTE CITO LN
MIRA LOMA DR
ATASCADERO DR
SANTA CLARA DR
SAN SIMEON DR
TERRA BELLA DR
SUNNY VALE LN
PALMAR DR
SANTA CLARITA CIR
PALMDALE LN
RODEO BEND DR
INDIAN WELLS DR
INDIAN PALMS DR
ROYAL ROSE DR
ALYSSA PALMS DR
CARMEL DR
LYNLEE SHORES CIR
BRYSON BAY CT
DECLAN PALMS CT
RODEO PALMS BLVD
MORRO BAY DR
SANTA BARBARA DR
CAVALIER CT
CARMEL PARK CT
LEISURE SHORE CT
VADAY CT
SUPIRO CT
SUPIRO DR
BLISTEN SPRING DR
CLOSE REACH RD
GARDEN GROVE DR
PALM DESERT DR
GARDEN RIDGE CT
DESERT SPRING LN
GARDEN SPRINGS CT
GARDEN SPRING LN
DESERT WILLOW CT
ROSE DESERT CT
DESERT SUN CT
EAGLE LAKE CT
WILLOW RUN CT
CUTTER CT
BLUE CANOE RD
BIBE HO LN
RIO SAN JUAN ST CR 174J
RIO SABINAS ST CR 174H
RIO RAMOS ST CR 174C
APOLLO LN CR 174A
SPEAR TRAIL CT CR 711W
HOLLOW GARDEN LN CR 715X
BARTON MEADOW LN CR 715P
SAVANNAH WOODS LN CR 709D
AUTUMN JET CT CR 711T
RAPOAKS CT CR 711Q
SABLE NET CR 709Z
KENDALL GLEN CT CR 708U
RANNY GARDEN CT CR 989N
MESQUITE WILLOW LN CR 998G
APOLLO LN CR 173
ENCHANTED SPRINGS CR 989G
APPLEWOOD CREST LN CR 989B
LAUREL HEIGHTS DR CR 989
VICTORIA AVE
CENTRAL AVE
ELLIS DR CR 173B
FRIO DR CR 1049
GRAYSON DR
HUDSPETH DR CR 1048
JASPER DR
MAUPAS LN CR 989K
APRIL POINT LN CR 989M
ORONO SUMMIT TRL CR 1216
BARNSTONE RIDGE LN
REDWOOD TRAIL LN
KINCADE RD CR 894
CR 88 ALLISON RICHEY RD
GUTIERREZ RD
DONLEY DR CR 1050
CAMERON DR
BANDERA DR
ANGELINA DR CR 1126
JERUSALEM RD
MISSION HEIGHTS WAY
ORANGERY LN
GUAVA HILLS LN
ORCHARD PARK LN CR 1249
MANGO PLUM ST
CR 85 EAGLE RD
CROIX PKWY CR 84
GOLDEN PEACH RD
PAPAW VALLEY WAY
FORBIDDEN FIG ROW
HONEYBERRY SHRUB DR CR 1457
HAZEL BERRY ST CR 1458
SECKEL ST CR 1260
PEAR BLOSSOM LN
PEACH OAK XING
CRANBERRY BOG RD CR 1259
PINE WOODLAND LN
FLOWERY CREEK RD
CASCADE PASS RD
GROVE TERRACE LN CR 1173
OAK LANDING DR CR 1176
LIME MEADOW LN
PALM GROVE DR
GLEAMING CHERRY CT
SWEET CHERRY TRAIL DR
ORANGE PASTURES DR
MEYER LEMON TREE DR
MULBERRY SHRUBS LN CR 1248
OLIVE HEIGHTS CT CR 1074
PONDEROSA RIDGE DR CR 1054
PINEY CREEK DR CR 1051
ARBOR HOLLOW DR
PLUM CREEK DR CR 1114
HICKORY HILL LN CR 1168
CEDAR BUTTE LN CR 1180
ELM GROVE CT CR 1182
WILLOW MANOR
CHESTNUT PARK
NORWALK
COLBROOK
MUSTANG LN CR 895
BODARK DR CR 1121
BLACKHAWK RIDGE LN CR 1118
BAYLEAF MANOR DR CR 1116
ARBOR CREST LN CR 1115
YAUPON PARK LN CR 1017
DEERWOOD HEIGHTS LN CR 1098
MESQUITE TERRACE DR CR 1018
PECAN CREEK LN CR 1084
MAPLE OAK LN CR 84D
CHERRY TREE LN CCR 84H
COTTONWOOD CREEK LN CR 1248
SANDY COVE DR CR 1219
BAKERS CV CR 1221
BIG ISLAND DR CR 88
SADDLEBRED LN CR 567K
SOUTHFORK PKWY CR 566A
ARABIAN TRL CR 567L
KIRBY DR CR 111
SURREY CIR CR 567H
BRAHMAN DR CR 566X
HEREFORD CIR CR 566I
LONGHORN CIR CR 566W
DERRICK LN CR 566R
EWING DR CR 566A
TEXAS TRAIL LN CR 566K
MUSTANG MEADOW LN CR 566G
CHUTE CT CR 567G
CALLY CT CR 566O
DUFFY LN CR 566E
DUSTY CT CR 566F
ROSS LN CR 567U
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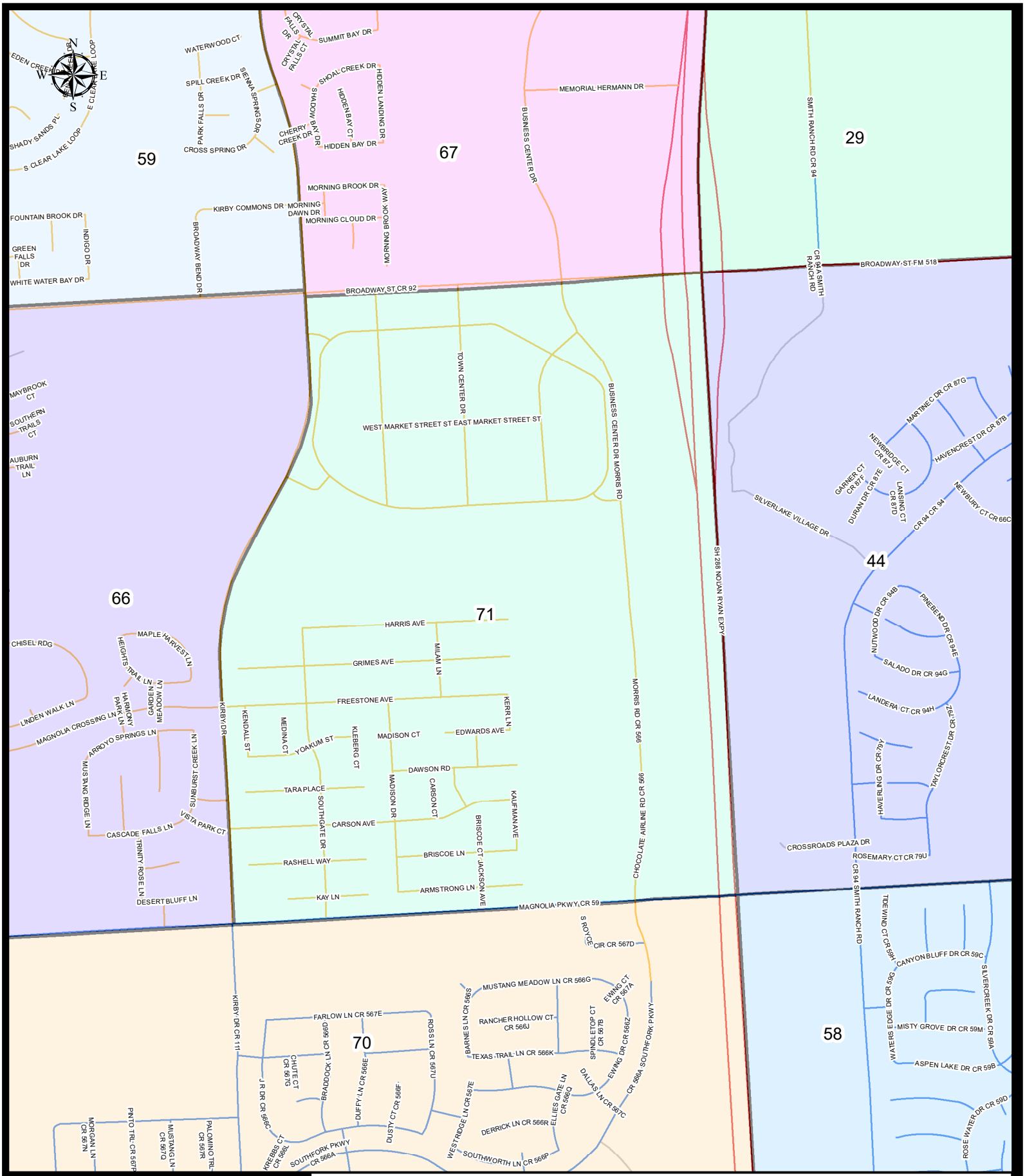
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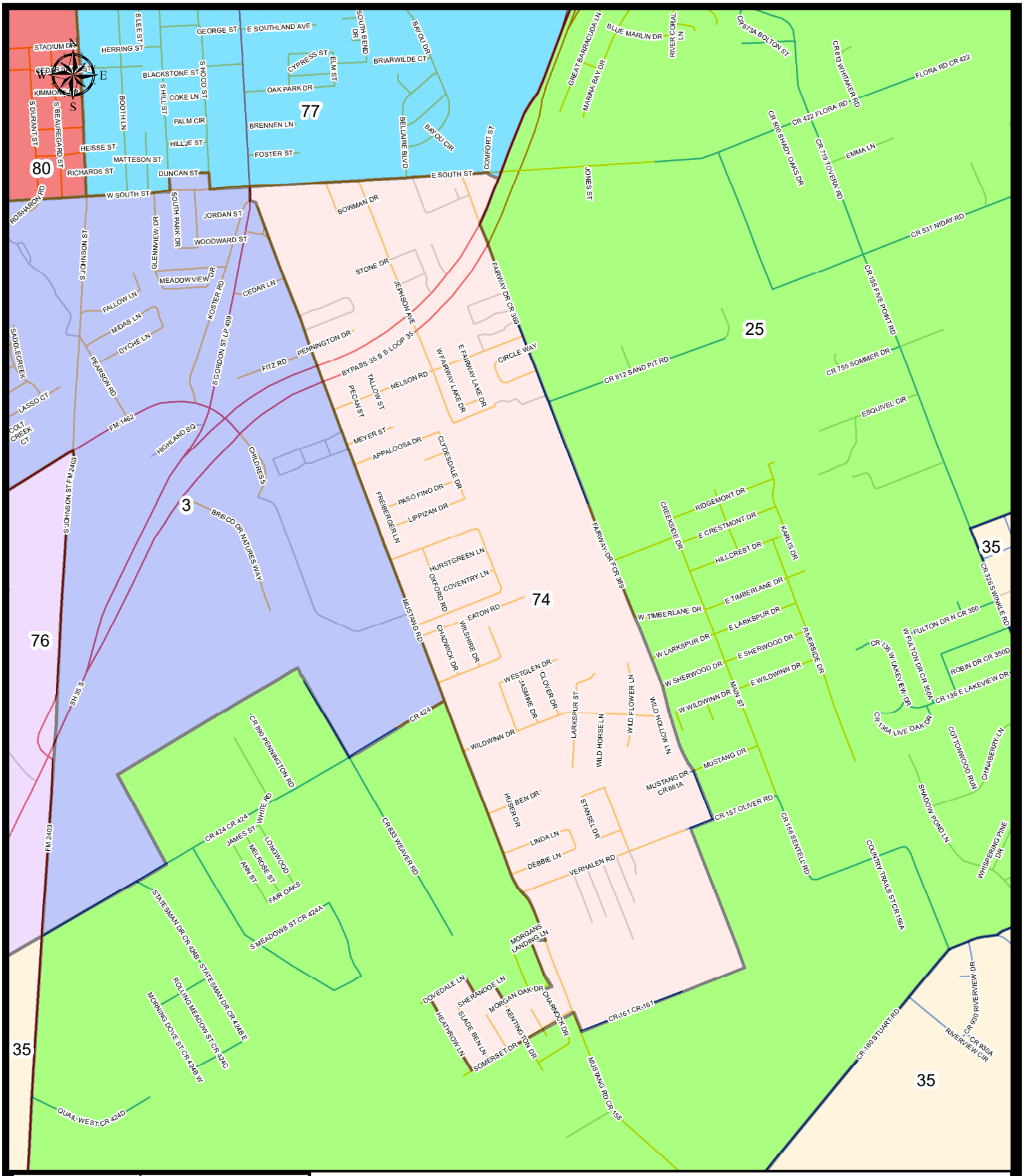
WATERWOOD CT
SPILL CREEK DR
SIENNA SPRINGS DR
PARK FALLS DR
CROSS SPRING DR
SHADY SANDS PL
S CLEAR LAKE LOOP
E CLEAR LAKE LOOP
EDEN CREEK
CRYSTAL FALLS DR
CRYSTAL FALLS CT
SUMMIT BAY DR
SHOAL CREEK DR
HIDDEN LANDING DR
SHADOW BAY DR
HIDDEN BAY CT
CHERRY CREEK DR
HIDDEN BAY DR
MEMORIAL HERMANN DR
BUSINESS CENTER DR
SMITH RANCH RD CR 94
MORNING BROOK DR
MORNING BROOK WAY
MORNING DAWN DR
MORNING CLOUD DR
KIRBY COMMONS DR
FOUNTAIN BROOK DR
INDIGO DR
GREEN FALLS DR
WHITE WATER BAY DR
BROADWAY BEND DR
BROADWAY ST CR 92
BROADWAY ST FM 518
CR 94 A SMITH RANCH RD
TOWN CENTER DR
WEST MARKET STREET ST
EAST MARKET STREET ST
BUSINESS CENTER DR MORRIS RD
MAYBROOK CT
SOUTHERN TRAILS CT
AUBURN TRAIL LN
SILVERLAKE VILLAGE DR
MARTINEC DR CR 87G
NEWBRIDGE CT CR 87J
HAVENCREST DR CR 87B
GARNER CT CR 87F
DURAN DR CR 87E
LANSING CT CR 87D
NEWBURY CT CR 66C
CR 94 CR 94
SH 288 NOLAN RYAN EXPY
NUTWOOD DR CR 94B
PINEBEND DR CR 94E
SALADO DR CR 94G
LANDERA CT CR 94H
TAYLORCREST DR CR 79Z
HAVERLING DR CR 79Y
CROSSROADS PLAZA DR
ROSEMARY CT CR 79U
CR 94 SMITH RANCH RD
CHISEL RDG
MAPLE HARVEST LN
HEIGHTS TRAIL LN
HARMONY PARK LN
GARDEN LN
LINDEN WALK LN
MAGNOLIA CROSSING LN
ARROYO SPRINGS LN
MUSTANG RIDGE LN
SUNBURST CREEK LN
VISTA PARK CT
CASCADE FALLS LN
TRINITY ROSE LN
DESERT BLUFF LN
KIRBY DR
KENDALL ST
MEDINA CT
YOAKUM ST
KLEBERG CT
HARRIS AVE
GRIMES AVE
MILAM LN
FREESTONE AVE
KERR LN
MADISON CT
EDWARDS AVE
DAWSON RD
TARA PLACE
SOUTHGATE DR
MADISON DR
CARSON CT
KAUFMAN AVE
CARSON AVE
BRISCOE CT
BRISCOE LN
JACKSON AVE
RASHELL WAY
KAY LN
ARMSTRONG LN
CHOCOLATE AIRLINE RD CR 566
MORRIS RD CR 566
MAGNOLIA PKWY CR 59
S ROYCE CIR CR 567D
KIRBY DR CR 111
FARLOW LN CR 567E
BARNES LN CR 568S
MUSTANG MEADOW LN CR 566G
EWING CT CR 567A
RANCHER HOLLOW CT CR 566J
SPINDLETOP CT CR 567B
TEXAS TRAIL LN CR 566K
EWING DR CR 566Z
SOUTHFORK PKWY CR 566A
DALLAS LN CR 567C
ELLIES GATE LN CR 568Q
WESTRIDGE LN CR 567E
DERRICK LN CR 566R
SOUTHWORTH LN CR 566P
KREBBS CT CR 566L
SOUTHFORK PKWY CR 566A
DUSTY CT CR 566F
DUFFY LN CR 566E
BRADDOCK LN CR 568
CHUTE CT CR 567G
J R DR CR 566C
ROSS LN CR 567U
MORGAN LN CR 567N
PINTO TRL CR 567P
MUSTANG LN CR 567Q
PALOMINO TRL CR 567R
TIDEWIND CT CR 59H
CANYON BLUFF DR CR 59C
SILVERCREEK DR CR 59A
WATERS EDGE DR CR 59G
MISTY GROVE DR CR 59M
ASPEN LAKE DR CR 59B
ROSE WATER DR CR 59D
STATE OF TEXAS
COUNTY OF BRAZORIA
Brazoria County Engineering
Precinct 71
State Hwys
City Street
County Roads
Private Street
Effective 12-5-2025
0 0.05 0.1 0.2 Miles
NOTE: This map has been generated for the convenience of the public. This map is not updated daily; it may not contain the most up-to-date County Road information. Verification of right-of-way can only be done through the County Engineers' Office. 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 boundary lines or elevations, is for visual reference only and does not exclude obtaining official permits, surveys, or elevation certificates when required.
68


Brazoria County Engineering
Precinct 74
Effective 12-5-2025
State Hwys
County Roads
City Street
Private Street
0 0.075 0.15 0.3 Miles
NOTE: This map has been generated for the convenience of the public. This map is not updated daily; it may not contain the most up-to-date County Road information. Verification of right-of-way can only be done through the County Engineers' Office. 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 boundary lines or elevations, is for visual reference only and does not exclude obtaining official permits, surveys, or elevation certificates when required.
69
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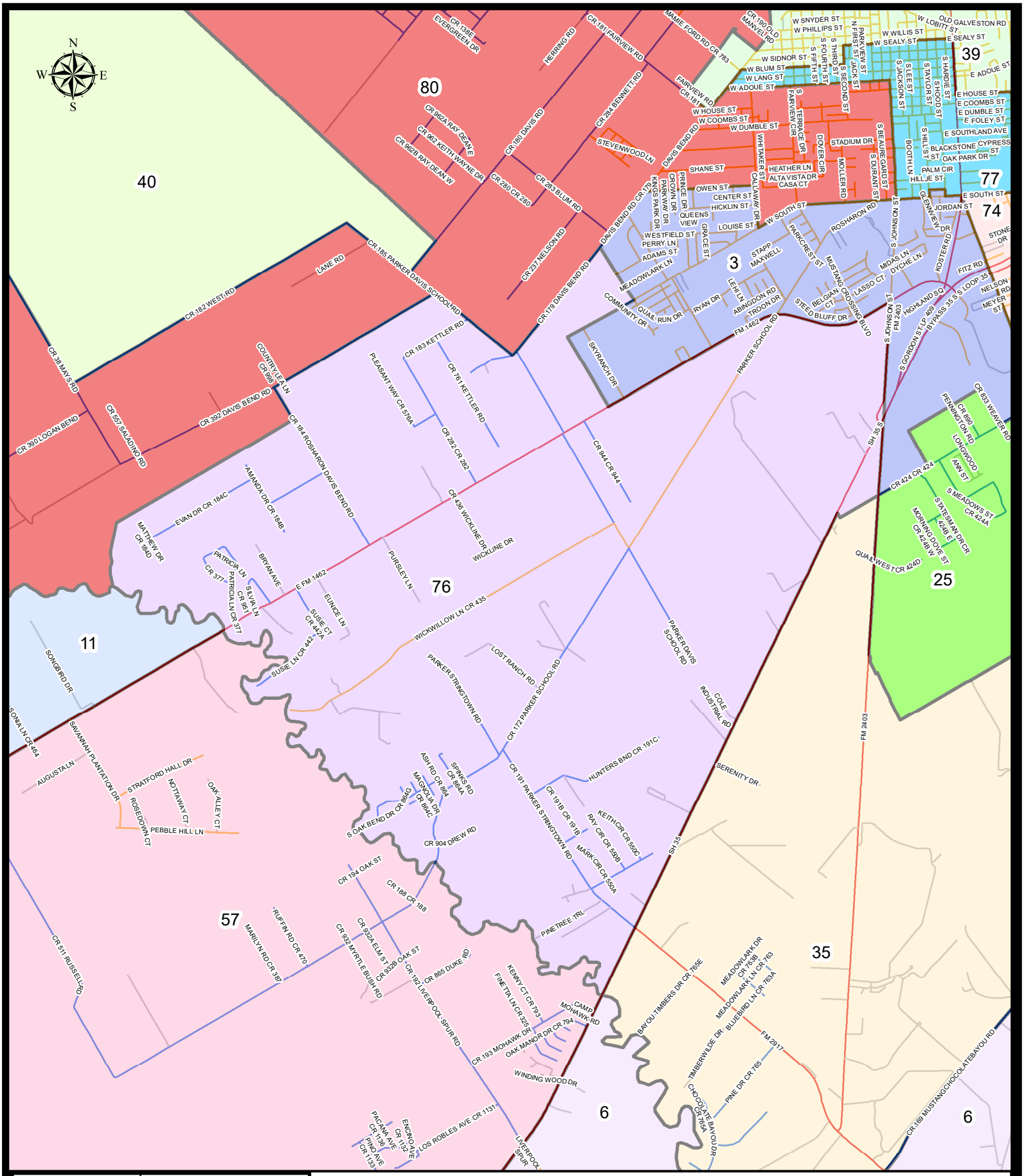
STADIUM DR
HERRING ST
CEDAR CREST
KIMMONS DR
S DURANT ST
S BEAUREGARD ST
S LEE ST
GEORGE ST
E SOUTHLAND AVE
BLACKSTONE ST
S HOUSTON ST
S HILL ST
BOOTH LN
COKE LN
PALM CIR
HEISSE ST
MATTESON ST
RICHARDS ST
DUNCAN ST
SOUTH BEND DR
BAYOU DR
CYPRESS ST
ELM ST
BRIARWILDE CT
OAK PARK DR
BRENNEN LN
FOSTER ST
BELLAIRE BLVD
BAYOU CIR
COMFORT ST
E SOUTH ST
W SOUTH ST
ROSHARON RD
SOUTH PARK DR
GLENVIEW DR
JORDAN ST
WOODWARD ST
S JOHNSON ST
MEADOWVIEW DR
CEDAR LN
FALLOW LN
MIDAS LN
DYCHE LN
KOSTER RD
S GORDON ST LP 409
PENNINGTON DR
FITZ RD
SADDLECREEK
LASSO CT
COLT CREEK CT
PEARSON RD
FM 1462
HIGHLAND SQ
CHILDRESS
S JOHNSON ST FM 2403
BRISCO DR MATURES WAY
SH 35 S
FM 2403
BOWMAN DR
STONE DR
JEPHSON AVE
BYPASS 35 S S LOOP 35
TALLOW ST
PECAN ST
NELSON RD
W FAIRWAY LAKE DR
E FAIRWAY LAKE DR
CIRCLE WAY
FAIRWAY DR CR 369
MEYER ST
APPALOOSA DR
CLYDESDALE DR
PASO FINO DR
LIPPIZAN DR
FREIBERGER LN
HURSTGREEN LN
COVENTRY LN
OXFORD RD
EATON RD
CHADWICK DR
WILSHIRE DR
MUSTANG RD
WESTGLEN DR
JASMINE DR
CLOVER DR
WILDWINN DR
LARKSPUR ST
WILD HORSE LN
WILD FLOWER LN
WILD HOLLOW LN
MUSTANG DR
MUSTANG DR CR 681A
HUSER DR
LINDA LN
DEBBIE LN
STANSEL DR
VERHALEN RD
CR 424
CR 424 CR 424
JAMES ST
WHITE RD
LONGWOOD
MELROSE ST
ANN ST
FAIR OAKS
CR 880 PENNINGTON RD
CR 833 WEAVER RD
STATESMAN DR CR 424B
STATESMAN DR CR 424B E
S MEADOWS ST CR 424A
ROLLING MEADOW ST CR 424C
MORNING DOVE ST CR 424B W
QUAIL WEST CR 424D
MORGANS LANDING LN
DOVEDALE LN
SHERANDOE LN
MORGAN OAK DR
CHARNOCK DR
HEATHROW LN
S SLADE BEN LN
KENTINGTON DR
SOMERSET DR
CR 161 CR 161
MUSTANG RD CR 158
CR 160 STUART RD
CR 930 RIVERVIEW DR
CR 930A RIVERVIEW CIR
CR 157 OLIVER RD
CR 156 SENTELL RD
COUNTRY TRAILS ST CR 156A
WHISPERING PINE DR
SHADOW POND LN
COTTONWOOD RUN
CHINABERRY LN
CR 136A LIVE OAK DR
CR 136 W LAKEVIEW DR
CR 136 E LAKEVIEW DR
W FULTON DR N CR 350
W FULTON DR CR 350A
ROBIN DR CR 350D
CR 323 SWINGLE RD
MAIN ST
RIVERSIDE DR
W SHERWOOD DR
E SHERWOOD DR
W WILDWINN DR
E WILDWINN DR
W LARKSPUR DR
E LARKSPUR DR
W TIMBERLANE DR
E TIMBERLANE DR
HILLCREST DR
KARLIS DR
E CRESTMONT DR
RIDGEMONT DR
CREEKSIDE DR
FARWAY DR CR 369
JONES ST
GREAT BARRACUDA LN
BLUE MARLIN DR
MARINA BAY DR
RIVER CORAL LN
CR 873A BOLTON ST
CR 818 WHITAKER RD
FLORA RD CR 422
CR 422 FLORA RD
CR 930 SHADY OAKS DR
CR 719 TOVERA RD
EMMA LN
CR 531 NIDAY RD
CR 155 FIVE POINT RD
CR 812 SAND PIT RD
CR 755 SOMMER DR
ESQUIVEL CIR



STATE OF TEXAS
COUNTY OF BRAZORIA

Brazoria County Engineering

Precinct 76

State Hwys
County Roads
City Street
Private Street

Effective
12-5-2025

0 0.2 0.4 0.8 Miles

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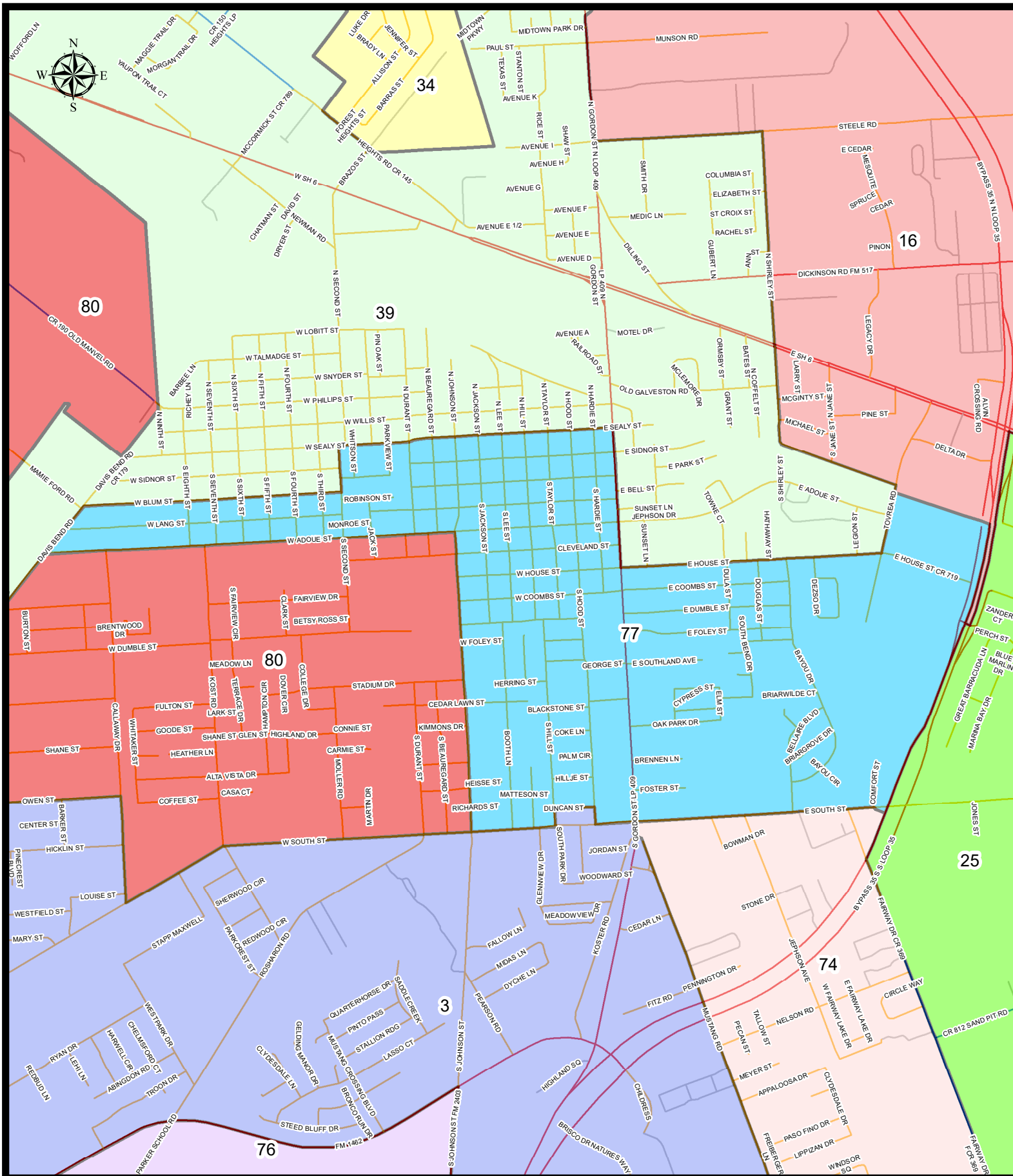

Brazoria County Engineering

Precinct 77

State Hwys

County Roads

City Street

Private Street

Effective 12-5-2025

0 0.075 0.15 0.3 Miles

NOTE: This map has been generated for the convenience of the public. This map is not updated daily; it may not contain the most up-to-date County Road information. Verification of right-of-way can only be done through the County Engineers' Office. 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 boundary lines or elevations, is for visual reference only and does not exclude obtaining official permits, surveys, or elevation certificates when required.

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CR 573 ALLOY RD
BULLARD RD CR 81
CR 81 BULLARD RD
EVENING EMERALD DR
NIGHT EMERALD DR
HEVIA LN
KARSTEN RD CR 383
SANDY CORAL LN
MAUI DR
APACHE GOLD DR
RUBY OAK DR
OBSIDIAN DR
CR 839 BATEMAN BLVD
STAR GRASS LN
FCR 57 JULIFF MANVEL RD
CEDAR RAPIDS PKWY FCR 57
ECKERT RD
QUARTZ RIDGE DR
ACKLEN RUN DR CR 1157
HARPER DR CR 1160
GARNET BREEZE DR
OPAL PEACH DR
REFLECTION POINT
EMERALD LAKES DR
CRYSTAL SHORE DR
SILVER RIDGE DR
STERLING DR
OPAL GATES DR
PARADISE DR
GREEN
BAY DR
DISCOVERY DR
KILKENNY ST
CASSINI DR
CR 56 FORT BEND COUNTY RD
MERIDIANA PKWY CR 56
SEQUOIA GROVE DR
ECHO LAKE DR
ROSE MARY LN
FCR 203
CAPRI RIDGE DR
CRYSTAL VIEW DR
RITTER RUN DR
SILL PRAIRIE DR
DWAYNE RD
KINGSRIVER DR
CR 2285
CRYSTAL VIEW DR
AMADOR PEAK DR CR 1284
AMES BLVD
CR 64 AIRLINE RD NO 1
AIRLINE RD W
MOLINA RD
CR 758 DUKE RD
CR 48 AIRLINE RD S
CR 382 HAYES CREEK RD
CR 63 AIRLINE RD NO 2
AIRLINE RD W CR 55
WANDA WAY
KUCHERA RD
CR 421
CR 62 AIRLINE RD NO 1
DARRINGTON RD
CR 54 SANDY POINT RD 2
CR 552 S FORK LN
FCR 48A AIRLINE RD S
SUNSHINE DR
VALLEY GLEN DR
VALLEY VISTA DR
VALLEY DR
GREEN
CR 43 DARRINGTON RD
LAGO VISTA DR
CREEKHAVEN BLVD
HAZEL MEADOWS LN
BIJOU RUE
CR 60 SCHOVAJSA RD
FM 521
FOSTER LN
CR 570 SANDY POINT SCHOOL RD
NIKLOS RD
CR 42 SANDY POINT RD
MOYLE RANCH RD
CR 52 BURNS RD
CR 48A AIRLINE RD
PALM CREST DR
CR 52A
LUNDY RD CR 526
ROCHA LN
CR 526 LUNDY RD
LIVE OAK CIR CR 771
SH 288 NOLAN RYAN EXPY
HORNBUCKLE
BREEN RD CR 42B
BRADLEY RD CR 42A
W FM 1462
E FM 1462
HOLLYWOOD DR
CR 526A LOCKRIDGE
MILL DR
COFFEE LAKE DR
CR 526C
CR 526B CREEK VIEW DR
CR 699 HILLCREEK DR
DEERHAVEN RUN
CR 526R
MAJESTIC OAKS DR CR 527H
SUNCREEK RANCH
CR 527B
SUN VALLEY LN CR 527A
MARY ANN
CR 697 BASS RD
SECOND ST
CR 269D
FIRST ST CR 269C
AIRLINE CT CR 713
AIRLINE NORTH ST CR 713A
AIRLINE PL CR 713B
AIRLINE SOUTH ST CR 713C
LAKE RIDGE DR CR 713F
CR 567 SCHOOL RD
TERRY RD CR 528
OLD COTTON FIELD DR CR 528E
RICH RD
PECAN FALL CT CR 526M
TANKERSLEY DR CR 526A
CANARY ISLAND DR
CIR CR 526G
RANCH RD CR 528F
PECAN BAYOU ST
HAMILL DR CR 51A
WEST POINT DR CR 713Z
CHEYENNE RIDGE DR CR 713Y
RED FORK DR CR 51B
LILY LN CR 713J
CHINA GROVE DR CR 713P
SHILOH RIDGE DR CR 713Q
CEDAR HILL DR CR 713T
FM 521 AIRLINE RD
CR 841 ADAMS ST
ADAMS ST
WOODS END CR 526O
JOHNSTON DR CR 526U
HUNTER CT CR 526Y
MOTTESHERD RD
MURRAY ST
TURNER RD CR 35
CR 35 TURNER RD
FCR 48A AIRLINE RD
CR 51 CANNON RD
ELM ST
LOCKRIDGE RD
CR 39 LOCKRIDGE RD
PINE ST
RIVERSIDE DR
BRAZOS AVE CR 39A
CR 39 BRAZOS AVE
FIR ST
REDWOOD ST
CR 384B BRAZOS RIVER RD
BRAZOS CIR CR 384A
FM 655
Brazoria County Engineering
Precinct 78
Effective 12-5-2025
State Hwys
County Roads
City Street
Private Street
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Miles
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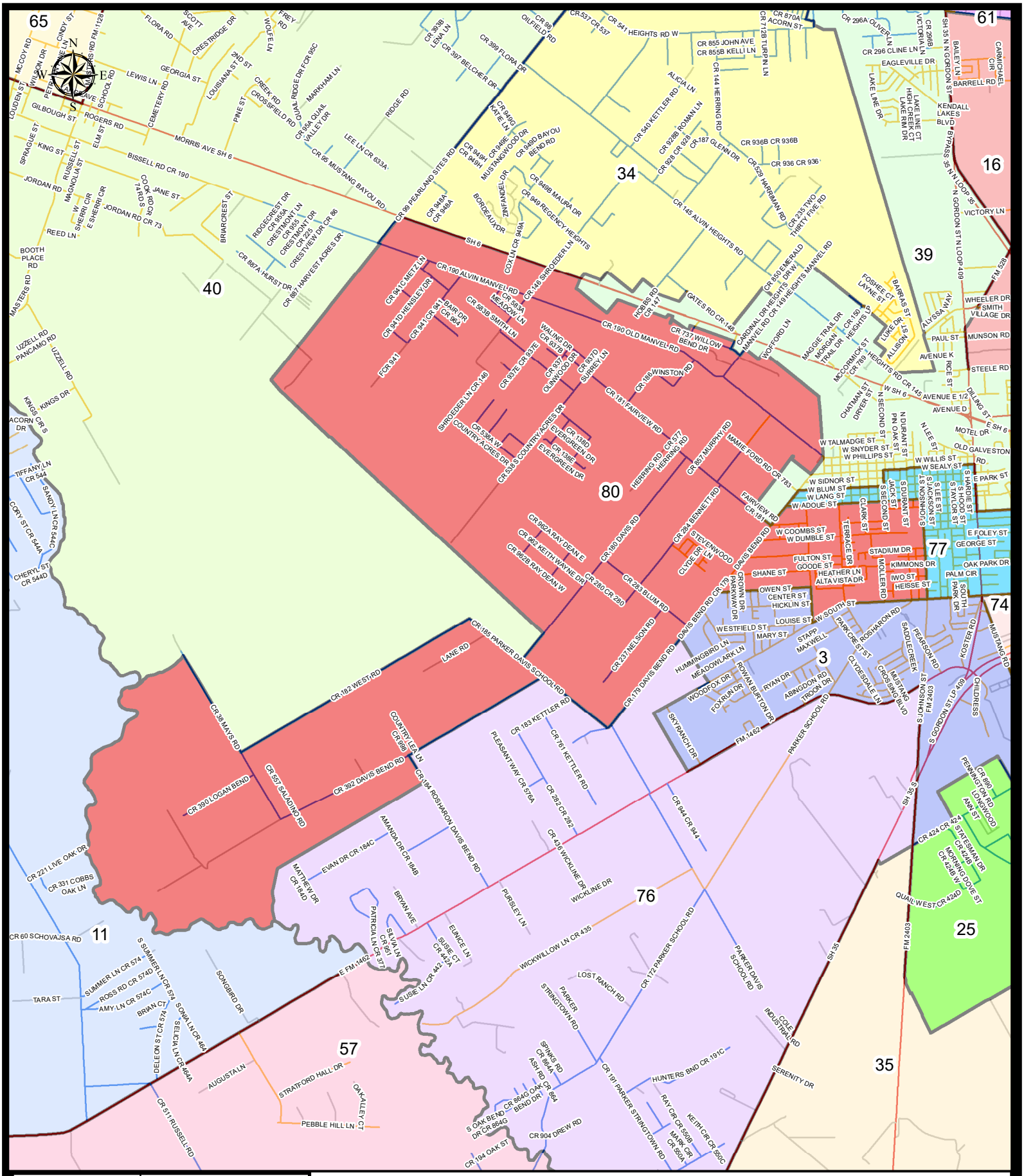
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CR 99 PEARLAND SITES RD
CR 190 ALVIN MANVEL RD
CR 190 OLD MANVEL RD
CR 185 PARKER DAVIS SCHOOL RD
CR 182 WEST RD
CR 179 DAVIS BEND RD
CR 183 KETTLER RD
CR 184 ROSHARON DAVIS BEND RD
CR 456 WICKLINE DR
CR 435 WICKLOW LN
CR 172 PARKER SCHOOL RD
CR 191 PARKER STRINGTOWN RD
CR 145 ALVIN HEIGHTS RD
CR 146 SHROEDER LN
CR 181 FAIRVIEW RD
CR 180 DAVIS RD
CR 283 BLUM RD
CR 237 NELSON RD
CR 280 CR 280
CR 185 WINSTON RD
CR 137 WILLOW BEND DR
CR 857 MURPHY RD
CR 538A W COUNTRY ACRES DR
CR 538S S COUNTRY ACRES DR
CR 941C METZ LN
CR 941D HENSLEY DR
CR 941 CR 941
CR 937E CR 937E
CR 937 OLNWOOD DR
CR 937D SURREY LN
CR 937B WALING DR
CR 934A MEADOW LN
CR 938B SMITH LN
CR 964 BAIR DR
CR 138D EVERGREEN DR
CR 138E EVERGREEN DR
CR 862A RAY DEANE E
CR 862 KEITH WAYNE DR
CR 862B RAY DEANE W
CR 38 MAYS RD
CR 390 LOGAN BEND
CR 557 SALADINO RD
CR 392 DAVIS BEND RD
CR 298 COUNTRY LEA LN
CR 761 KETTLER RD
CR 282 CR 282
CR 944 CR 944
CR 424 CR 424
CR 424A STATESMAN DR
CR 424B MORNING DOVE ST
CR 424D QUAIL WEST
CR 880 PENNINGTON RD
CR 864A ASH RD
CR 864 OAK BEND DR
CR 864G S OAK BEND DR
CR 904 DREW RD
CR 194 OAK ST
CR 511 RUSSELL RD
CR 464A DELEON ST
CR 464 SONIA LN
CR 574 SELICIA LN
CR 574 SUMMER LN
CR 574D ROSS RD
CR 574C AMY LN
CR 442A SUSIE CT
CR 442 SUSIE LN
CR 897 PATRICIA LN
CR 184D MATTHEW DR
CR 184C EVAN DR
CR 184B AMANDA DR
CR 221 LIVE OAK DR
CR 331 COBBS OAK LN
CR 60 SCHOVAJSA RD
CR 95 MUSTANG BAYOU RD
CR 95A QUAIL VALLEY DR
CR 95C TWIN RIDGE DR
CR 95B CROSSFIELD RD
CR 949A
CR 949B MAURA DR
CR 949C KATIE LN
CR 949D BAYOU BEND RD
CR 949E MUSTANGWOOD DR
CR 949F
CR 949G
CR 949H
CR 949I
CR 949J
CR 949K
CR 949L
CR 949M
CR 949N
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CR 949Q
CR 949R
CR 949S
CR 949T
CR 949U
CR 949V
CR 949W
CR 949X
CR 949Y
CR 949Z
CR 949 REGENCY HEIGHTS
CR 99 OILFIELD RD
CR 537 CR 537
CR 541 HEIGHTS RD W
CR 397 BELCHER DR
CR 399 FLORA DR
CR 393B LEWA LN
CR 540 KETTLER RD
CR 144 HERRING RD
CR 855 JOHN AVE
CR 855B KELLI LN
CR 870A ACORN ST
CR 112B TURPIN LN
CR 936B CR 936B
CR 936 CR 936
CR 928 CR 928
CR 928B ROMAN LN
CR 187 GLENN DR
CR 235 TWO THIRTY FIVE RD
CR 850 EMERALD
CR 148 HEIGHTS MANVEL RD
CR 147 HOBBS RD
CR 148 GATES RD
CR 149 HEIGHTS
CR 769 HEIGHTS RD
CR 296A OLIVER LN
CR 296 CLINE LN
CR 296B VICTORIA LN
CR 295 GORDON ST
CR 295B LAKE LINE DR
CR 295C LAKE LINE CT
CR 295D LAKE RM DR
CR 295E LAKE LINE CT
CR 295F LAKE LINE CT
CR 295G LAKE LINE CT
CR 295H LAKE LINE CT
CR 295I LAKE LINE CT
CR 295J LAKE LINE CT
CR 295K LAKE LINE CT
CR 295L LAKE LINE CT
CR 295M LAKE LINE CT
CR 295N LAKE LINE CT
CR 295O LAKE LINE CT
CR 295P LAKE LINE CT
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Precinct Changes affected by H.B 4	Description of Change	Registered Voter Count	New Voter Count	Congressional New	Senate	Sate Rep	Commissioner
Pct. 3	Gains the two current parts above FM 1462 from PCT. 76 above FM 1462 & from Clearwood Cir. North part of Pct. 3 gets split down Owen St- the north part goes into PCT 80 out of Comm 1 into Comm 2; Will gain a tiny section of PCT 77 below Duncan St., moves out of Comm 3 into Comm 1.	4723	3550	22	11	29	1
Pct. 9	gains bottom part of 78 to Pct. 9	1494	1685	22	11	25	4
Pct. 78	bottom part of 78 moves into 9 (use airline/CR 713 as line)	2030	1839	14	11	25	4
Pct. 11	Lower part of pct 11 moves to 57	6022	3942	14	11	29	2
Pct. 57	gains a small section of Pct. 11-below cannon road	1333	1333	22	11	29	2
Pct. 70	loses a very small section top right of Pct. 70 west of 288	4912	4912	14	11	25	4
Pct. 71	gains the small section of 70 west of 288	1214	1214	36	11	29	4
Pct. 80	Part of the south section of Pct. 80 above FM 1462 is moved into Pct. 76 Pct. 80 will gain the north part of PCT. 3 north of Owen St. (following Congressional lines)	2680	3398	22	11	29	2
Pct. 76	Gains part of PCT 80 above FM 1462, loses two current parts of Pct. 76 above FM 1462, and Clearwood Cir moves into Pct. 3	1664	2127	22	11	29	1
Pct. 77	will lose the very small section of PCT. 77 below Duncan St into PCT 3-moves into Comm. 1 from Comm. 3 the lower south part of PCT. 77 below E. South St. moves into Pct. 74	4289	4102	22	11	29	1
Pct. 74	Gains the south part of PCT. 77 below E. South St.	342	521	22	11	29	3
Pct. 16	south part of PCT 16 below HWY 6 and a few sections above HWY 6 will move into PCT 25	2274	1735	14	11	29	1
Pct. 25	gains the south part of PCT. 16 below HWY 6 and a few sections above HWY 6.	1825	2364	22	11	29	1
Pct. 44	bottom part of 44 below Magnolia PWY Moves into PCT. 60	4449	3917	36	11	29	2
Pct. 60	top part of PCT. 60 moves into 41- above magnolia PWY	4921	4173	14	11	29	2
PCT. 41	Gains the upper part of PCT. 60 from Southfork to Northfork Dr and the lower west part of Pct . 62- north fork down to Magnolia Pwky.	2168	4699	36	11	29	2
Pct. 62	Gains top part of Pct 13 above Magnolia Parkway	4359	4677	36	11	29	2
PCT. 13	loses top part of PCT 13 above Magnolia Parkway - cuts above Magnolia a bit goes to PCT 62	4590	3021	14	11	29	2

Commissioners Precincts of Brazoria County, Texas

Commissioners' Pct. 2026

- Pct 1
- Pct 2
- Pct 3
- Pct 4

N

Harris County

Fort Bend County

Fort Bend County

Wharton County

Matagorda County

Galveston County

Galveston County

Gulf of Mexico

Matt Hanks, JD, PE	County Engineer
Wael Tabara, PE	Assistant County Engineer
Karen McKinnon, PE	Assistant County Engineer
Amy Lanham	Senior GIS/Data Technician
Logan McHenry	GIS/Data Technician

0 1.25 2.5 5 7.5 10 Miles

NOTE: This map has been generated for the convenience of the public. This map is not updated daily; it may not contain the most up-to-date County Road information. Verification of right-of-way can only be done through the County Engineers' Office. 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 boundary lines or elevations, is for visual reference only and does not exclude obtaining official permits, surveys, or elevation certificates when required.

Voting Precincts & Congressional Districts of Brazoria County, Texas

Commissioners' Pct. 2026

- State Hwys
- County Roads
- City Street
- Private Street
- Commissioners' Pct 2026
- Voter Precincts 2026
- Congress District 14
- Congress District 22
- Congress District 36

N

Harris County

Fort Bend County

Fort Bend County

Wharton County

Galveston County

Galveston County

Matagorda County

Gulf of Mexico

Matt Hanks, JD, PE — County Engineer
Wael Tabara, PE — Assistant County Engineer
Karen McKinnon, PE — Assistant County Engineer
Amy Lanham — Senior GIS/Data Technician
Logan McHenry — GIS/Data Technician

0 1.25 2.5 5 7.5 10 Miles

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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.5. **11/18/2025**

Texas.gov Terms and Conditions Relating to the Use of the Department of Information Resources (DIR) Shared Services Master Service Agreements

WHEREAS, the Court finds that Brazoria County entered into an Interlocal Contract with the Department of Information Resources (DIR) Relating to the use of the DIR Shared Services Master Service Agreements in April 2019 after approval by Court Order 8.L.2 dated March 26, 2019; and

WHEREAS, the Court finds that approval the Terms and Conditions relating to Vendor Payment Services for the Department of Motor Vehicles (DMV) Registration Application is necessary to continue services.

The Court thereby APPROVES the attached Texas.gov Terms and Conditions, for the applications pursuant to the Interlocal Contract Between the Department of Information Resources and Brazoria County Relating to the Use of the DIR Shared Services Master Service Agreements.

Further that the Tax Assessor Collector be authorized to provide this Order as evidence of said agreement on behalf of Brazoria County.

Further, that a certified copy of this order be provided to the Tax Assessor-Collector and the District Attorney's Office.

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TEXAS.GOV TERMS AND CONDITIONS

This agreement is part of and incorporated within the Interagency/Interlocal Contract ("Contract") between the Department of Information Resources ("DIR") and Brazoria County Relating to the use of the DIR Shared Services Master Service Agreement signed by both parties in April 2019, and that has been entered into by the contracting parties. Brazoria County acknowledges and agrees this Contract is with DIR and, therefore, DIR Customer does not have privity of contract with the Service Component Providers ("SCPs").

Capitalized terms not defined herein shall have the meaning set forth in the relevant DIR Shared Services Contract.

DIR Customer agrees to the following conditions for receiving Texas.gov Program Services:

1. DIR Approval

DIR must approve incorporating DIR Customer's website and/or Applications into the Texas.gov Program.

2. Customer Website and Application Security

If DIR Customer is hosting its own website or application, DIR Customer shall adhere to applicable federal, state, and local government information security standards and shall comply with the established security policies and procedures of the Texas.gov program. DIR Customer acknowledges any failure on its part to follow recommended security standards, policies and procedures may place its own data and operations at risk as well as those of Service Provider and other governmental entities. Service Provider and DIR will not be liable for violations of security policies and procedures by DIR Customer.

3. Texas.gov Strategic Outreach

In marketing materials such as brochures, press releases, advertisements, and other mail-outs and informational pieces for DIR Customer Services accessible through Texas.gov, DIR Customer will include in any marketing piece in any medium notification that the Services are provided in affiliation with Texas.gov and will use the Texas.gov logo and universal resource locator (URL) provided by Service Provider for such purpose. DIR Customer agrees to explore the possibility of co-marketing with Service Provider the DIR Customer Services available through Texas.gov so marketing costs are shared. There will be a link to the Customer URL from Texas.gov.

4. Fees

For the Services provided by Service Provider, DIR is authorized to collect the fees approved by the DIR Board and the fees included within the financial solution provided through the Request for Services process. The financial solution can be modified for the addition, deletion, or change of fees as Applications and Services are revised based on

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mutual written agreement of DIR and DIR Customer. DIR may increase or decrease the relevant Hosting Fee, County Participation Fee, New County Fee, or Texas.gov Transaction and/or Convenience fee at any time with applicable DIR Board approval.

DIR is also authorized to pass-through and collect any fees or penalties incurred as a result of the DIR Customer purposefully or inadvertently enabling a debit block, or otherwise preventing automatic chargebacks initiated by DIR Customer users, on the bank account processing Texas.gov transactions.

5. Customer Obligations

In addition to any other Customer obligations set out in the terms of the IAC/ILC, in response to the Request for Services, approved solution documents, and the relevant Texas.gov Program related Master Services Agreement(s), DIR Customer will have the following obligations:

5.1 DIR Customer will utilize a single merchant ID for Application(s) listed in the technical solution, unless expressly set out in the technical solution.

5.2 DIR Customer will provide a contact number for the Application(s) on an 8:00 a.m. - 5:00 p.m. Central Time, (Monday through Friday) basis to receive inquiries routed from the Texas.gov Help Desk.

5.3 DIR Customer will cooperate with Service Provider(s) in Service Provider's performance of its obligations under this Agreement. DIR Customer will make its systems available for a security audit if required by Service Provider. DIR Customer will not store or retain any credit card number or the automated clearing house (ACH) account number captured on its systems, unless expressly allowed in the technical solution.

5.4 DIR Customer will comply with the terms of use and privacy statements, which are displayed on the Texas.gov Website, and with all applicable laws related to information received from or distributed to individuals using the Texas.gov applications. DIR Customer acknowledges no personally identifiable or private information collected through Texas.gov may be used by DIR Customer for any purpose or provided to any third party unless: (i) the user is given clear prior notice of the possibility of such other use, and (ii) the user affirmatively consents to such use (i.e., the user “opts-in” to the contemplated use of his or her personally identifiable or private information), and (iii) the DIR Customer agrees to its use or the use is otherwise permitted under the privacy statement. Notwithstanding the foregoing, the Parties acknowledge such information may be required by law to be provided to law enforcement, or may be used in investigating unauthorized use of Texas.gov.

5.5 DIR Customer will provide access to information and systems as necessary to assist Service Provider(s) in performing its obligations hereunder and under the relevant Texas.gov Program related Master Services Agreement(s).

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5.6 DIR Customer will follow security standards regarding physical security, data, and systems, and will not knowingly or negligently take actions to, or by omissions put, State information or Customer at risk of loss, damage, or breach of security.

5.7 DIR Customer will at all times be responsible for the backup and preservation of any data within its control, which does not reside on Texas.gov.

5.8 DIR Customer will process all refunds for its users unless otherwise noted in the financial solution. DIR Customer will use the Service Provider application to process credit card refunds requested by its users.

DIR Customer will disable debit blocks, or any other banking functionality, preventing automatic chargebacks initiated by DIR Customer users, unless otherwise agreed to by DIR in writing. With prior DIR approval, DIR Customer may implement reasonable debit withdrawal dollar limits through DIR Customer's banking institution based on historical chargeback trends. Failure to enable automatic chargeback processing may result in delayed revenue processing, incremental fees, and reinstatement penalties.

5.9 DIR Customer will report to DIR, or DIR's designee, no later than the third (3rd) Business Day of each month, the previous month's online Subscription Fees processed through the Texas.gov Payment Processing Service Provider and the offline (cash/check) Subscription Fees associated with professional licenses, by Customer Code, Service Period, License Group, License Name, Regulatory Fee, Subscription Fee, Quantity Sold, TPE VID and Source at a minimum. The report is to be provided electronically in a format and method that is in accordance with the relevant Service Management Manual ("SMM").

5.10 DIR Customer will notify DIR in writing of all laws, rules and regulations, and changes thereto, that affect Texas.gov applications in use by DIR Customer.

5.11 DIR Customer will require its subcontractors performing services related to this IAC to fulfill DIR Customer's obligations under this Agreement, including, without limitation, DIR Customer's obligations related to security and PCI DSS and related to cooperation with the Service Provider(s). DIR or Service Provider(s) shall not be responsible for, shall have no liability with respect to, and shall suffer no penalty (including, without limitation, the imposition of liquidated damages or other monetary damage) arising out of or related to the actions or omissions of DIR Customer's subcontractors (other than Service Provider, its agents or its subcontractors).

5.12 DIR Customer shall comply with all policies, procedures, and processes as provided by DIR, including but not limited to those within the relevant SMM(s).

6. Miscellaneous Provisions

6.1 DIR Customer Copyright and Content Non-Supervision Acknowledgment. DIR Customer represents the content and other materials furnished to Service Provider by DIR Customer for Texas.gov do not (i) violate any third party's copyright, intellectual property rights, rights of privacy or publicity or other similar rights and (ii) violate any applicable law or State rules and regulations for Texas.gov. DIR Customer

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acknowledges neither Service Provider nor DIR is responsible for investigation or approval of the content of any third-party sites to which DIR Customer links on Texas.gov. Further, DIR Customer acknowledges neither DIR nor Service Provider is responsible for the accuracy, completeness, or review of the content of DIR Customer's public records or text furnished by DIR Customer to Service Provider.

6.2 Failure to comply with security standards, policies, and procedures may lead to the suspension or termination of the availability of the Applications on Texas.gov by Service Provider and DIR. Further, any situation related to security, privacy, network stability, or financial processing that could adversely affect Texas.gov may lead to the suspension of DIR Customer's Applications on Texas.gov. Service Provider will give DIR and the DIR Customer notification of non-compliance immediately upon suspension.

6.3 In furtherance of the audit rights previously agreed to and within the IAC/ILC, Texas Government Code, the Shared Services Contracts, and other law, DIR Customer agrees to cooperate with DIR in any review or audit, including without limitation any review or audit of subscription fees. If any inaccuracies or errors are determined, DIR Customer may owe such amounts at the time of determination.

6.4 DIR Customer shall comply with all policies, procedures, and processes in the relevant SMM(s) and as provided by DIR.

March 26, 2019

THE COMMISSIONERS' COURT OF BRAZORIA COUNTY

SPECIAL MEETING

ORDER NO. 8.L.2

RE: Interlocal Agreement with Department of Information Resources (DIR) Shared Service Program

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Upon recommendation of the County Purchasing Director and the Information Systems Director, approval is requested to enter into an interlocal agreement with the Department of Information Resources to allow Brazoria County to use the DIR Shared Service Program Master Services Agreements.

Further, that the County Judge be authorized to sign the attached Interlocal Contract on behalf of Brazoria County.

Summary

The DIR Shared Services Program includes a contract for Managed Security Services that would provide a vulnerability assessment for Elections IT infrastructure. This service is fully funded by the State of Texas.

The Managed Security Services contract was awarded to AT&T Corporation who will provide the vulnerability assessment.

INTERLOCAL CONTRACT
BETWEEN
THE DEPARTMENT OF INFORMATION RESOURCES
AND
BRAZORIA COUNTY
RELATING TO THE USE OF THE DIR SHARED SERVICES MASTER SERVICE AGREEMENTS

This Interlocal Contract ("ILC" or "Contract") is entered into by the governmental entities shown above as contracting parties (referred to individually as a "Party" and collectively as the "Parties") pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code. This ILC is created to give effect to the intent and purpose of Subchapter L, Chapter 2054, Texas Government Code, concerning statewide technology centers, specifically sections 2054.376(a)(3), 2054.3771, and 2054.3851.

The entity receiving services under the DIR Shared Services Contracts through this ILC is hereinafter referred to as the "Receiving Entity" or the "DIR Customer."

This ILC authorizes DIR Customer to participate in the Department of Information Resources ("DIR" or "Performing Agency") Shared Services Program. The DIR Shared Services Program includes contracts that have been competitively procured by DIR. All specific services and products are purchased through the DIR Shared Services Program contracts and subject to the processes and terms therein.

DIR's Shared Services Program provides for a Multisourcing Service Integrator (MSI) service provider ("MSI SCP") and various Service Component Providers ("SCP"). The Shared Services Master Service Agreements, as amended, are defined on the Shared Services web page on the DIR website ("DIR Shared Services Contracts") and are incorporated herein. Unless otherwise referenced, the references to Exhibits and Attachments herein are references to Exhibits and Attachments of the DIR Shared Services Contracts.

DIR Customer acknowledges and agrees that this ILC is with DIR and, therefore, DIR Customer does not have privity of contract with the SCPs.

Capitalized terms not defined herein shall have the meaning set forth in the relevant DIR Shared Services Contract.

SECTION I
CONTRACTING PARTIES

DIR CUSTOMER: Brazoria County

PERFORMING AGENCY: Department of Information Resources

SECTION II
STATEMENT OF SERVICES TO BE PERFORMED

2.1 Effect of ILC and General Process

The DIR Shared Services Program offers a variety of services and related support and products. The list of such services is provided through the DIR Shared Services Catalog and the DIR Shared Services portal. Further, SCPs may work with third-party vendors to provide additional services or products within the requirements of the relevant DIR Shared Services Contract.

This ILC describes the rights and responsibilities of the Parties relating to implementation, operation, maintenance, use, payment, and other associated issues by and between DIR Customer and DIR related to the Services to be provided through the DIR Shared Services Contracts. DIR Customer shall receive the Services described in the DIR Shared Services Contracts, subject to the terms of the relevant DIR Shared Services Contracts and this ILC. DIR Customer is only subject to those specific terms to the extent DIR Customer requests services or products through those specific DIR Shared Services Contracts.

The details of specific processes and procedures are contained in the relevant Service Management Manual ("SMM"), developed by the MSI and/or SCPs, approved by DIR, and incorporated herein. The DIR Shared Services Contracts require the MSI and SCPs to develop appropriately documented policies, processes, and procedures and to provide training to DIR Customer personnel where required to ensure effective service interfaces, before approval and adoption of the SMM.

The terms of the relevant DIR Shared Services Contracts will apply to this ILC and will remain in full force and effect except as may be expressly modified by any amendment to the specific DIR Shared Services Contract. Such amendments will automatically apply to this ILC with no further action by the Parties. DIR shall keep DIR Customer generally informed of such amendments and provide the opportunity to provide input to DIR through the Shared Services portal as well as the DIR Shared Services Program Governance structure described below.

2.2 DIR Shared Services Program Process

To obtain Services, DIR Customer shall either order services directly through the MSI Marketplace portal where certain services and pricing are established or request certain services and products through the Request for Services process. This process is detailed in the relevant SMM for each SCP. SCP(s) will respond with a proposal, including the proposed solution or service, estimated cost or other financial obligations, if any, and any other relevant program-specific terms and conditions related to the services provided for in response to the Request for Service. DIR Customer may accept or decline those terms and services at that time. The final DIR Customer approved technical solution, financial solution, and related terms are contractually binding terms that incorporate the terms of

this ILC and the relevant Shared Services Contract(s). Later termination of a Service or solution after an original approval or any pre-payment, may result in additional cost to the DIR Customer and may not allow for any refund of payments already made.

2.3 Change Orders and Change Control

In accordance with the relevant SMM and Shared Services Contract requirements, DIR Customer will coordinate with the MSI and/or SCP for all change requests. Change Control processes and authority may vary between DIR Shared Services Contracts as it relates to the rights of Customers to request changes. Further, Change Control does not allow DIR Customers to alter terms and conditions of the DIR Shared Services Contracts.

SECTION III
DIR CUSTOMER PARTICIPATION

3.1 General Shared Services Governance

Governance of the DIR Shared Services Program is based on an owner-operator approach in which DIR Customers, in the role of operator, actively work with all SCPs to resolve local operational issues and participate in committees to address enterprise matters. Enterprise-level decisions, DIR Customer issues, and resolution of escalated DIR Customer-specific issues are carried out by standing governance committees, organized by subject area and comprised of representatives from DIR Customers, DIR management, SCP management, MSI management, and subject-matter experts. DIR Customers are structured into partner groups that select representatives to participate in these committees. DIR Customer shall participate within this Governance structure as described above and within the relevant SMM(s) (“Shared Services Governance”).

3.2 DIR Customer and SCP Interaction and Issue Escalation

In accordance with the relevant SMM(s), DIR Customer shall interface with SCPs on the performance of “day-to-day” operations, including work practices requiring SCP and DIR Customer interaction, issues resolution, training, planning/coordination, and “sign-off.” All issues are intended to be resolved at the lowest level possible. In those instances where it becomes necessary, the following escalation path is utilized. If DIR Customer is not able to resolve an issue directly with SCP staff, DIR customer escalates the issue to SCP management. If the issue cannot be resolved by SCP management, DIR Customer escalates to DIR. If the issue cannot be resolved by DIR, DIR Customer escalates to the appropriate DIR Shared Services Program Governance committee.

3.3 DIR Customer Specific Laws

Per the Compliance with Laws section of the DIR Shared Services Contracts, DIR Customer shall notify DIR, in writing, of all DIR Customer-specific laws (“DIR Customer-Specific Laws”), other than SCP Laws, that pertain to any part of DIR Customer’s business that is supported by SCPs under the DIR Shared Services Contracts, and DIR

will notify SCPs, in writing, of such DIR Customer-Specific Laws. The Parties intend that such DIR Customer-Specific Laws will be identified and included in the portion of the SMM specific to DIR Customer. DIR Customer shall use commercially reasonable efforts to notify DIR, in writing, of any changes to DIR Customer-Specific Laws that may, in any way, impact the performance, provision, receipt and use of Services under the DIR Shared Services Contracts. DIR shall advise SCPs of such change and require that any changes to DIR Customer-Specific Laws are identified and included in the SMM. If necessary to facilitate DIR compliance with the requirements of the DIR Shared Services Contracts, DIR Customer shall provide written interpretation to DIR of any DIR Customer-Specific Law.

3.4 DIR Customer responsibilities

Where appropriate, DIR Customer shall support the following:

(a) Software currency standards are established for the Shared Services environment through the owner operator governance model. DIR Customers will be engaged in approval of these standards and the development of technology roadmaps that employ these software currency standards. DIR Customers are expected to remediate applications in order to comply with the standards

(b) Technology standards (e.g. server naming standards, reference hardware architectures, operating system platforms) are established through Shared Services Governance. DIR Customers will adhere to these standards. Any exceptions will follow governance request processes.

(c) DIR Customer shall ensure network connectivity and sufficient bandwidth to meet DIR Customer's needs.

(d) DIR Customers will collaborate with SCPs to establish and leverage standard, regular change windows to support changes to enterprise systems. These change windows will be constructed to support varying degrees of service impact, from planned down-time to no service impact. Standard enterprise changes during these windows may affect all systems in one or more of the consolidated data centers simultaneously.

(e) DIR Customers will support the consolidation of commodity services into shared enterprise solutions that leverage common management and configuration practices delivered by the service providers. Examples of such commodity services are SMTP mail relay and DNS management.

(f) DIR Customers will support and align with standard enterprise Service Responsibilities Matrixes and associated processes for obtaining an exception or making improvements to the standard enterprise Service Responsibility Matrixes.

3.5 DIR Customer Equipment and Facilities

Any use by SCPs of DIR Customer Equipment and/or Facilities shall be limited to the purpose of fulfilling the requirements of this ILC or the DIR Shared Services Contracts.

DIR Customer will retain ownership of DIR Customer Equipment. DIR Customer shall comply with DIR refresh policies, as amended from time to time by DIR.

3.6 DIR Customer Contracts, Leases, and Software with Third Parties

DIR Customer will make available for use or use its best efforts to cause to be made available for use by DIR and/or SCPs the DIR Customer Contracts and Leases with third parties ("DIR Customer Third Party Contracts and Leases") and DIR Customer third party software ("DIR Customer-Licensed Third Party Software") that pertain to the Shared Services. Any use by DIR and/or SCPs of DIR Customer Third Party Contracts and Leases and/or DIR Customer-Licensed Third Party Software shall be limited to fulfilling the requirements of this ILC or the DIR Shared Services Contracts.

SCPs shall obtain all Required Consents in accordance with DIR Shared Services Contracts. DIR Customer will use its best efforts to assist SCPs to obtain from each Third Party Software licensor the right to use the DIR Customer-Licensed Third Party Software for Services provided under the DIR Shared Services Contracts. Except to the extent expressly provided otherwise and in accordance with the DIR Shared Services Contracts, SCPs shall pay all transfer, re-licensing, termination charges and other costs or expenses associated with obtaining any Required Consents or obtaining any licenses or agreements as to which SCPs are unable to obtain such Required Consents. If requested by DIR, DIR Customer shall cooperate with SCPs in obtaining the Required Consents by executing appropriate DIR approved written communications and other documents prepared or provided by SCPs.

3.7 Security

DIR Customer shall comply with recommended relevant security standards and relevant SCP security guides, as amended from time to time by DIR, the MSI, or the SCP. DIR Customer shall inform DIR as to any DIR Customer specific security considerations.

DIR Customer acknowledges that any failure on its part to follow recommended security standards, policies, and procedures may place its own data and operations at risk as well as those of SCP(s) and other governmental entities. DIR Customer accepts the related potential risks and liabilities that are created by DIR Customer's failure to comply with the recommendations if it is determined such recommendations would have prevented an issue. DIR accepts no responsibility for the risk or liability incurred due to a DIR Customer's decision to not follow DIR's recommendations. SCP will not be liable for violations of security policies and procedures by DIR Customer. Additionally, failure to comply with security standards, policies, and procedures may lead to the suspension or

termination of the availability of certain Applications and services. SCP will give DIR and the DIR Customer notification of non-compliance.

SECTION IV
CONTRACT AMOUNT

In accordance with terms of the DIR Shared Services Contracts, including all relevant pricing and accepted Request for Services proposals, and this ILC, DIR Customer shall be responsible for and agrees to pay DIR the applicable Charges for Services received from the SCPs and the MSI, Services DIR Customer agrees to pre-pay, the DIR recovery fees, any allocated charges, and any Pass Through Expenses incurred by DIR or SCPs on behalf of DIR Customer. The applicable fees are set out in the relevant DIR Shared Services Contracts as incorporated herein and, if applicable, specifically addressed in response to any Request for Services. Certain pricing is based upon DIR Customer's specific consumption; therefore, DIR Customer controls the amounts and duration of the contract amounts. It is understood and agreed that amounts are subject to change depending upon Services required and/or requested and approved and further dependent upon legislative direction and appropriations available for such Services.

Attachment A provides the estimated spend for services as approved by DIR Customer. This form may be revised and updated by DIR Customer as needed without a formal amendment from DIR by DIR Customer submitting to DIR an updated form. DIR Customer must adhere to its own policies and processes for authorizing an adjustment to such amounts internally. DIR Customer is solely responsible for monitoring compliance with Attachment A and to communicate any changes to Attachment A to DIR. DIR shall not be responsible for monitoring or ensuring such compliance.

SECTION V
PAYMENT FOR SERVICES

DIR shall electronically invoice DIR Customer for Services on a monthly basis. Each invoice shall include the applicable monthly charges for Services received from the SCPs, the DIR recovery fees, all allocated charges, and any Pass-Through Expenses incurred by DIR or SCPs on behalf of DIR Customer in accordance with the DIR Shared Services Contracts.

The DIR recovery fees shall be reviewed at least annually in accordance with the requirements for billed statewide central services as set forth in OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments (as updated, revised or restated) and other applicable statutes, rules, regulations and guidelines. DIR shall retain documentation for the DIR recovery fees. DIR fees are also determined and reported in accordance with DIR processes and sections 2054.0345-0346 of the Texas Government Code.

Each invoice shall include sufficient detail for DIR Customer to allocate costs to all federal and state programs in accordance with the relative benefits received and to make federal claims according to the federal cost plan of DIR Customer.

In order to allow DIR to meet the statutory payment requirements in Chapter 2251, Texas Government Code, DIR Customer shall make monthly payments by check or Electronic Funds Transfer (EFT) within twenty (20) days following receipt of each invoice from DIR. For purposes of determination of the payment due date, DIR and DIR Customer shall use the date when the invoice is electronically transmitted by DIR to DIR Customer and posted on the chargeback system along with reports that substantiate the service volumes and associated charges. Although cash flow considerations require timely payments as required herein, the rights of DIR Customer and DIR to dispute charges shall be consistent with Texas law.

The MSI SCP is required to develop and maintain a chargeback system. DIR shall coordinate requirements and functionality for the chargeback system with DIR Customer needs and requirements under federal and state requirements for invoiced charges generated through the system. DIR Customer shall utilize this chargeback system to link the designated measurable activity indicators (such as applications or print jobs) with the appropriate financial coding streams. DIR Customer shall update this information monthly, or at such other intervals as are necessary, to enable the MSI SCP to generate accurate invoices reflecting the appropriate distribution of costs as designated by DIR Customer.

DIR Customer is liable for all costs and expenses associated with providing Services under the ILC to the extent such costs and expenses have been incurred by DIR and such Services have been provided to DIR Customer or DIR Customer agrees to pay for such Services prior to receiving them.

Except as allowed in Texas Government Code, Chapter 2251, DIR Customer shall have no right to set off, withhold or otherwise reduce payment on an invoice. In accordance with Texas Government Code, Section 791.015, to ensure enforceability of payment obligations, DIR Customer consents to DIR presenting this ILC and all unpaid invoices to the alternate dispute resolution process, as set forth in Chapter 2009, Texas Government Code. Provided, however, that such consent shall not constitute an agreement or stipulation that Services have been provided or that the invoices are correct. DIR Customer expressly retains all rights to which it is entitled under Texas Government Code, Chapter 2251, in the event of a disagreement with DIR as to whether Services have been provided and accepted or an invoice contains an error.

If DIR Customer disputes an invoice, it shall present the billing dispute in writing directly to the MSI through the Service Catalog within four (4) invoice cycles after the date DIR Customer receives the invoice and reports that substantiate the service volumes and associated Charges from DIR. DIR Customer will provide to the MSI all relevant documentation to justify the billing dispute.

SECTION VI
TERM AND TERMINATION OF CONTRACT AND SERVICES

6.1 Term and Termination of ILC

The term of this ILC shall commence upon start of services or execution of this ILC, whichever shall come earlier, and shall terminate upon mutual agreement of the Parties.

This ILC is contingent on the continued appropriation of sufficient funds to pay the amounts specified in DIR Customer's Requests for Services, including the continued availability of sufficient relevant federal funds if applicable. Continuation of the ILC is also contingent on the continued statutory authority of the Parties to contract for the Services. If this ILC is terminated for any reason other than lack of sufficient funds, lack of statutory authority, or material breach by DIR, DIR Customer shall pay DIR an amount sufficient to reimburse DIR for any termination charges and any termination assistance charges incurred under the DIR Shared Services Contracts and this ILC as a result of such termination by DIR Customer. DIR Customer shall provide at least ninety (90) days' written notice to DIR prior to termination. Payment of such compensation by DIR Customer to DIR shall be a condition precedent to DIR Customer's termination.

DIR and DIR Customer acknowledge and agree that compliance with federal law and ongoing cooperation with federal authorities concerning the expenditure of federal funds in connection with the DIR Shared Services Contracts and this ILC are essential to the continued receipt of any relevant federal funds.

6.2 Termination of Services

If DIR Customer terminates certain Services, that it requested and approved, for convenience, DIR Customer shall pay the remaining requisite unrecovered costs that have already been incurred prior to the notice of termination, such unrecovered costs will be calculated in accordance with the relevant Shared Services Contract, SMM, or the approved services proposal and related terms. DIR Customer understands that it may not be able to terminate services or receive any refund of a pre-payment after approving the relevant financial solution.

SECTION VII
MISCELLANEOUS PROVISIONS

7.1 Public Information Act Requests

Under Chapter 552, Texas Government Code (the Public Information Act), information held by SCPs in connection with the DIR Shared Services Contracts is information collected, assembled, and maintained for DIR. DIR shall respond to Public Information Act requests for SCP information. If DIR Customer receives a Public Information Act request for SCP information that DIR Customer possesses, DIR Customer shall respond

to the request as it relates to the information held by DIR Customer. Responses to requests for confidential information shall be handled in accordance with the provisions of the Public Information Act relating to Attorney General Decisions. Neither Party is authorized to receive or respond to Public Information Act requests on behalf of the other. If SCP or DIR receives a Public Information Act request for information or data owned by DIR Customer, DIR or SCP will refer the requestor to DIR Customer.

7.2 Inventory Control

DIR shall coordinate financial accounting and control processes between DIR Customer and SCPs and ensure inclusion of reasonable control and reporting mechanisms, including any control and reporting mechanisms specifically required by DIR Customer, in the Service Management Manual. Such procedures shall specifically recognize DIR Customer requirements for inventory control and accounting for state owned and leased equipment and facilities, including hardware, software, contracts, and other items of value that may be utilized by, or authorized for use under the direction and control of SCPs.

7.3 Confidential Information

DIR shall require SCPs to maintain the confidentiality of DIR Customer information to the same extent that DIR Customer is required to maintain the confidentiality of the information, and with the same degree of care SCPs use to protect their own confidential information. DIR acknowledges that DIR Customer may be legally prohibited from disclosing or allowing access to certain confidential data in its possession to any third party, including DIR and SCPs. The relevant SMM shall document detailed confidentiality procedures, including the process DIR Customer shall follow to identify confidential information it is legally prohibited from disclosing or allowing access to by DIR and SCPs and including confidentiality procedures required that are specific to DIR Customer. The DIR Shared Services Contracts sets forth the confidentiality obligations of SCPs.

DIR Customer shall notify DIR, in writing, (1) if DIR Customer is a covered entity subject to the Health Insurance Portability and Accountability Act (HIPAA) privacy regulations at 45 Code of Federal Regulations Parts 160 and 164, that is required to enter into a business associate agreement with DIR or SCPs; (2) if DIR Customer receives Federal tax returns or return information; and (3) if DIR Customer is subject to any other requirements specific to the provision of Services. If DIR Customer receives federal tax returns or return information, then DIR Customer must comply with the requirement of IRS Publication 1075 and Exhibit 7 to IRS Publication 1075. In the event a DIR customer is subject to additional requirement as mentioned in this section, DIR shall require SCPs to maintain the confidentiality of DIR Customer information in accordance with language included in Attachment B of this agreement. Such additional requirements as is included in Attachment B of this agreement shall be included in the relevant SMM.

7.4 Notification Information

Contact information for purposes of notification for each Party is set forth below.

DIR Customer's Primary Contact

Name: Russell Webb
Title: Director - Information Systems
Address: 131 E. Live Oak Angleton, TX 77515
Telephone: 979-864-1890
Email: rwebb@brazoria-county.com

DIR's Primary Contact

sharedservicescontractoffice@dir.texas.gov

The DIR Billing Contact is listed in the DIR Contacts section of the monthly Shared Services Payment Guidance letter, which is provided to the DIR Customer with the monthly Shared Services invoice.

7.5 Binding Effect

The Parties hereto bind themselves to the faithful performance of their respective obligations under this ILC.

7.6 Amendments

This ILC may not be amended except by written document signed by the Parties hereto or as specified within this ILC or the attachment being amended.

7.7 Conflicts between Agreements

If the terms of this Contract conflict with the terms of any other contract between the Parties, the most recent contract shall prevail. This Contract provides a general description of certain terms within the DIR Shared Services Contracts. If the terms of this Contract conflict with the terms of the DIR Shared Services Contracts, the DIR Shared Services Contracts' terms shall prevail. If the terms of this Contract conflict with the terms of an accepted proposal or solution from a Request for Services, this Contract shall prevail.

7.8 Responsibilities of the Parties

The Parties shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the ILC. The parties do not intend to create a joint venture. Each Party acknowledges it is not an agent, servant or employee of the other. Each Party is responsible for its own acts and deeds and for those of its agents, servants and employees. Notwithstanding the foregoing, DIR will cooperate with DIR Customer in all reasonable respects to resolve any issues pertaining to federal funding in connection with this ILC or the DIR Shared Services Contracts.

DIR and DIR Customer agree that Services contemplated in this ILC shall be governed by provisions in the DIR Shared Services Contracts regarding individual responsibilities of the parties, including Services provided by the SCPs. DIR Customer shall comply with all policies, procedures, and processes in the relevant SMM (s) and as provided by DIR. In the event DIR Customer actions, failure to perform certain responsibilities, or Request for Services result in financial costs to DIR, including interest accrued, those costs shall be the responsibility of DIR Customer. DIR and DIR Customer shall coordinate and plan for situations where conflicts, failure to perform or meet timely deadlines, or competition for resources may occur during the term of this contract. Unless otherwise specifically addressed, the governance process, addressed above, for the DIR Shared Services Contracts shall be used for issue resolution between DIR Customers, DIR and DIR SCPs.

7.9 Audit Rights of the State Auditor's Office

In accordance with Section 2262.154, Texas Government Code and other applicable law, the Parties acknowledge and agree that: (1) the state auditor, the Parties' internal auditors, and if applicable, the Office of Inspector General of DIR Customer or their designees may conduct audits or investigations of any entity receiving funds from the state directly under the Contract or the DIR Shared Services Contracts, or indirectly through a subcontract under the DIR Shared Services Contracts; (2) that the acceptance of funds directly through this Contract or indirectly through a subcontractor under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, the Parties' internal auditors, and if applicable, the Office of Inspector General of DIR Customer or their designees to conduct audits or investigations in connection with those funds; and (3) that the Parties shall provide such auditors or inspectors with access to any information considered relevant by such auditors or inspectors to their investigations or audits.

7.10 General Terms

Except as expressly provided herein, no provision of this ILC will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to DIR Customer. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to DIR Customer by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Except as expressly provided herein, DIR Customer does not waive any privileges, rights, defenses, remedies or immunities available to DIR Customer.

This Customer Agreement will be construed and governed by the laws of the State of Texas. Venue for any action relating to this Customer Agreement is in Texas state courts in Austin, Travis County, Texas, or, with respect to any matter in which the federal courts have exclusive jurisdiction, the federal courts for Travis County, Texas.

If one or more provisions of this ILC, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of

this ILC and the application of the provision to other Parties or circumstances will remain valid and in full force and effect.

Signatory Warranty

Each signatory warrants requisite authority to execute the ILC on behalf of the entity represented.

SECTION VIII
CERTIFICATIONS

The undersigned Parties hereby certify that: (1) the matters specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government; (2) this ILC serves the interest of efficient and economical administration of State Government; and (3) the Services, supplies or materials in this ILC are not required by Section 21, Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

IN WITNESS WHEREOF, the Parties have signed this ILC effective on date of last signature below.

RECEIVING ENTITY: BRAZORIA COUNTY

By:_____

Printed Name: L.M. (Matt) Sebesta

Title: County Judge

Date: _____

PERFORMING AGENCY: DEPARTMENT OF INFORMATION RESOURCES

By:_____

Printed Name: Sally Ward

Title: Director, Program Planning and Governance

Date: _____

Legal:_____

Attachments to ILC

Attachment A Estimated Spend Form – (Customer may provide Attachment A to DIR if required by their processes.)

Attachment B Additional Confidentially Requirements – (As necessary and described in Section 7.3, Confidential Information)

Attachment A
Estimated Spend Form

*This form is to be used as needed by the DIR Customer to capture spend within the Shared Services Program. This amount may be based upon the DIR Customer's biennial budget(s).

Below are the estimated spend amounts for certain DIR Shared Services received through this ILC and may change based upon DIR Customer consumption. This amount is to be managed and monitored solely by the DIR Customer. Amounts may be transferred by the DIR Customer that change this amount. Such increases or decreases are strictly within the control of the DIR Customer.

DIR Customer is required to pay for any costs incurred in accordance with this ILC and the related DIR Shared Services Contracts regardless of the estimated spend amounts reflected herein.

Updates to this form may be executed through written notice by the DIR Customer to DIR.

Costs, such as incremental network expenses, which are billed directly to or paid by the DIR Customer, are not included in these amounts.

For the period MONTH DAY, YEAR through MONTH DAY, YEAR the estimated spend is $XX,XXX as the spend applies to _____ Services.

DIR Customer acknowledges and agrees that the responsibility to manage, monitor, and change the amounts contained in this form are the sole responsibility of the DIR Customer. Further, each signatory warrants requisite authority to execute any changes to this Attachment A in accordance with the DIR Customer's applicable approval processes.

By:_____

Printed Name:_____

Title:_____

Date: _____

Attachment B
Additional Confidentiality Requirements

None.

MANAGED SECURITY SERVICES TERMS AND CONDITIONS

This agreement is part of and incorporated within the Interagency/Interlocal Contract ("Contract") that has been entered into by the contracting parties. DIR Customer acknowledges and agrees that this Contract is with DIR and, therefore, DIR Customer does not have privity of contract with the SCPs.

Capitalized terms not defined herein shall have the meaning set forth in the relevant DIR Shared Services Contract.

DIR Customer agrees to the following conditions for receiving Managed Security Services:

1. Conditions for Providing Security Services

1.1 Access

DIR and/or Service Component Provider (SCP) shall use the Internet for primary access to DIR Customer's systems unless otherwise noted and agreed upon. DIR Customer shall not employ special access restrictions against DIR and/or Service Component Provider that it does not apply to the rest of the public network over the course of regular business.

1.2 Network Control

DIR Customer must inform DIR if DIR Customer does not control its network access and/or its Internet service is provided via a third party. DIR Customer is responsible for obtaining all necessary approvals. DIR Customer shall provide all necessary contact information for the third parties that control its network access, Internet service, and/or web applications. DIR Customer's emergency contact list shall include primary and secondary staff capable of administering DIR Customer computer systems specific to the type of services being requested or required.

1.3 Disclosure of Objectionable Material

In conducting the services authorized by DIR Customer, DIR may inadvertently uncover obscene, excessively violent, harassing, or otherwise objectionable material that may violate State or Federal law, including material that may infringe the intellectual property of a third party on DIR Customer devices or networks. DIR shall notify DIR Customer's Executive Director or highest level executive of the existence of all such objectionable and/or potentially illicit material so that DIR Customer may deal with the objectionable and/or potentially illicit material as it deems appropriate.

If DIR accesses child pornography, as defined in the Child Sexual Exploitation and Pornography Act, 18 U.S.C., Chapter 110, in conducting approved Services, DIR shall report such to DIR Customer's Executive Director or highest level executive and an appropriate law enforcement agency and provide the law enforcement agency access to the visual depictions of child pornography.

If DIR accesses information that they perceive as a serious threat to human life or safety in conducting the approved Services, DIR shall report such threat to an appropriate law enforcement agency and DIR Customer's Executive Director or highest-level executive.

1.4 No Warranties and Limitation of Liability

DIR makes no representation or warranty that its security services will disclose, identify, or prevent all vulnerabilities. DIR hereby disclaims all warranties, both express and implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. In no event shall DIR be liable for damages of any kind or nature that may arise from the services provided by DIR or DIR's Service Component Provider or Service Provider.

1.5 Service Interruption

DIR will endeavor not to disrupt DIR Customer's services and to adhere to best practices for all work performed. However, tools or services may affect the serviceability of poorly configured or overextended systems or services. It is possible that control of DIR Customer's system may be lost. For any testing that DIR may be conducting, DIR endeavors to use the safest methods to compromise DIR Customer's systems; however, DIR Customer should be prepared to restore a damaged system from a recent, acceptable backup within an acceptable time as determined by DIR Customer. During any testing DIR may conduct, DIR will NOT conduct any deliberate Denial-of-Service attack. DIR Customer agrees not to hold DIR liable in the event of any service interruption(s) that may arise as a result of performance of any Services. If either party becomes aware of a service interruption, that party will notify the other party's emergency contact.

1.6 Termination of Services

If DIR Customer terminates certain Services, that it requested and approved, for convenience, DIR Customer shall pay the remaining requisite unrecovered costs that have already been incurred prior to the notice of termination, such unrecovered costs will be calculated in accordance with the relevant DIR Shared Services Contract, SMM, or other DIR Customer approved terms. DIR Customer understands that it may not be able to terminate services or receive any refund of a pre-payment after approving the relevant financial solution.

2. DIR and DIR Customer Responsibilities

2.1 DIR Customer agrees as follows to the extent assessment Services are requested or required:

a) DIR Customer responses to information requests and artifacts gathering pertinent to this security and risk assessment will be timely;

b) The artifacts data are reasonably available via interviews and documents review;

c) DIR Customer will make available the necessary Subject Matter Expert (SME) with required expertise to work with the SCP Assessment Team and will remain available thru the duration of the assessment;

d) DIR Customer SME will be available when required for interaction with the SCP Assessment Team and that all the interviews will be conducted over the number of consecutive days as established during the project planning and scheduling phase;

e) DIR Customer is responsible for the coordination and scheduling of resources and providing meeting facilities as necessary;

f) Deliverables will be complete when DIR Customer has approved in writing that the deliverable meets the acceptance criteria;

g) All document deliverables must be in formats (hard copy and/or electronic) as specified by DIR Customer. At a minimum, the formats must be in industry-accepted standards (e.g., MS Word, MS PowerPoint MS Project);

h) DIR Customer will assist with meeting coordination for meetings between DIR Customer Key Personnel and DIR and the Service Provider and other staff to gather requirements and other activities;

i) DIR may receive final copies of reports if DIR is paying for the assessment.

2.2 Penetration Testing

2.2.1 DIR Customer agrees as follows to the extent penetration testing ("PT") is requested or required:

a) SCP may conduct a passive scan to determine the number of live IPs within the Customer designated IP range.
b) DIR Customer shall not intentionally place an unsecured system or device in the test scope.
c) If DIR Customer detects SCP testing activities, DIR Customer technical staff shall follow standard operating procedures and policies.

2.3 DIR Customer Compliance

DIR Customer shall comply with all policies, procedures, and processes in the relevant SMM(s) and as provided by DIR.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.6. **11/18/2025**

Agreement with Texas Parks and Wildlife - Boat Agent

The Court approves entering into the Texas Parks and Wildlife Department County Boat Agent Agreement.

The Tax Assessor Collector is authorized to sign the agreement and any related documents after final review by the District Attorney's Office - Civil Division.

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

Texas Parks and Wildlife Department (TPWD), a state agency located at 4200 Smith School Road, Austin, Texas and Brazoria Tax Assessor-Collector (Agent), located at 451 N Velasco St Courthouse Annex W Rm 150, Angleton, TX 77515 enter into this Agent Agreement according to the following terms and conditions.

WHEREAS TPWD is authorized by law to issue vessel registrations, vessel and outboard motor titling and similar items to individuals and the Agent desires to act as an Agent for TPWD in issuing those items under the authority of Texas Parks and Wildlife Code Section 31.0341; and

WHEREAS, under the authority of Chapters 11 and 31 of the Texas Parks and Wildlife Code, TPWD issues vessel registrations, titles and renewals through the Boat Titling and Registration system (BTR);

THEREFORE, TPWD and Agent each for adequate consideration agree to the following:

1. **TERM:** This Agreement begins on the date of the last signature and ends August 31, 2030 or when funds are not appropriated by the Texas legislature to support the function of vessel registrations, vessel and outboard motor titling, and related items through TPWD. The Agreement may be extended for up to an additional sixty (60) month period. Any extensions shall be written with the same terms and conditions, plus any approved changes.

2. **DEFINITIONS:** For the purposes of this Agreement the following terms have the following meaning:

2.1. *Account Notice* means: A notice available to the Agent, which can be printed the day following the end of the Sales Period, stating the total sales less the sales tax and commissions withheld by the Agent to show a total amount to be swept by TPWD on a certain date. (see Para. 3.1.7.3)

2.2. *Account Notice Date* means: The date on which an Account Notice is available to the Agent.

2.3. *Agent* means: The Tax Assessor-Collector entering into an agreement with TPWD to issue vessel registrations, vessel and outboard motor titling and similar items authorized by TPWD.

2.4. *Compliance* means: Adherence to state and federal law and to TPWD rules, processes, policies or procedures. Compliance may be measured in terms of percent or in terms of raw counts.

2.5. *Day of Sales* means: The time period that encompasses all sales that have occurred from when the Agent's office opens in the morning to the time the Agent's office closes. Total sales will be calculated based upon those transactions that occurred during the day, beginning at 12:01 a.m. and will include any transaction conducted that day up to 12:00 a.m. (midnight).

2.6. *Funds* means: All money received by the Agent for issuing TPWD items, regardless of the form or method of payment, except for Agent's commission and boat sales and use taxes collected.

2.7. *Inventory* means: Registration decals and ID card stock paper assigned to each county office issued from TPWD Headquarters.

2.8. *Other Funds* means: Funds due TPWD as repayment for mistakes and overages as set out in Para. 3.1 and Para. 3.3, and damaged and lost inventory as set out in Para. 3.5.

2.9. *Sales Period* means: The seven (7) calendar day period of sales prior to the Account Notice Date.

2.10. *Scheduled Sweep Date* means: The regularly scheduled day of the week in which funds are electronically withdrawn from the Agent account and deposited to TPWD. Whenever the Scheduled Sweep Date falls on a U.S. Federal Reserve holiday, the Scheduled Sweep Date shall be the next business day after the holiday.

3. **RESPONSIBILITIES OF THE AGENT:** Agent shall issue vessel registrations, vessel and outboard motor titling and similar items authorized by TPWD to individuals at each Agent location set out in Schedule 1.

3.1. Fee Collection and Remittance: Agent shall:

3.1.1. Collect from each customer only the fee for each item as established by law or TPWD regulation. Agent understands that such fees may be changed by TPWD and that all changes will be communicated to the Agent and incorporated into BTR.

3.1.2. Each Agent office must have established and implemented internal control procedures in accordance with Generally Accepted Accounting Principles, which function to prevent internal or external fraud and theft from occurring in relation to inventory control; protect confidential customer identification and credit card information; and ensure accuracy of the funds collected and remitted. Periodic audits shall be established as part of this function in order to ensure an ongoing monitoring process.

3.1.3. Acknowledge that it is a material breach for Agent to charge a customer an amount greater than that authorized by this Agreement. Upon receiving a customer complaint that Agent charged the customer more than authorized under this Agreement, TPWD will investigate the complaint. If TPWD determines that such complaint is valid, the Agent will be required to return the overage to the customer and TPWD may terminate this Agreement.

3.1.4. Accept payment from customers in the form of cash, check, debit card, or credit card for purchase of any item sold under this Agreement, except when Agent does not accept one of the above payment methods in its usual course of business. Agent is responsible for all charges or losses related to acceptance of any such form of payment.

3.1.5. Electronic Funds Transfer Account:

3.1.5.1. Agent shall establish an account with a financial institution with the capability to transfer funds electronically in a manner that is acceptable to the State Comptroller for the deposit of all Funds received under this Agreement and for the deposit of all Other Funds due TPWD. Agent shall furnish to TPWD, at least ten (10) business days prior to the beginning date of this Agreement, all information pertaining to Agent's account as set out in Schedule 2. Agent shall provide TPWD with two (2) weeks prior notice of changes to the account. If changing accounts, Agent shall continue to fund the prior account for Scheduled Sweeps until the new account transfer is confirmed by TPWD.

3.1.5.2. Agent authorizes TPWD to make automatic, periodic withdrawals from or deposits to the Agent's designated bank account listed in Schedule 2. Agent understands that withdrawals, deposits and/or adjustments will be electronically made in accordance with this Agreement and that all such transactions are governed by the rules and regulations of the National and Local Automated Clearing House (ACH) Associations and Texas Law.

3.1.5.3. Agent agrees to authorize the financial institution to charge or credit withdrawals and deposits to the account as indicated on the Account Notice made available to Agent by TPWD and to adjust entries to correct errors and to collect additional charges, as authorized under this Agreement.

3.1.6. Scheduled Sweeps:

3.1.6.1. The Funds due to TPWD shall be remitted according to the schedule set out in Schedule 2. Agent understands and acknowledges that it holds all Funds in trust for TPWD.

3.1.6.2. The date of the electronic sweep will be indicated on the Account Notice and will be available to the Agent two (2) business days prior to the Scheduled Sweep Date. The Account Notice will list the total sales minus the commission and sales tax and indicate the amount to be swept by TPWD. The Agent Activity Report will reflect order reference numbers for transactions listed by day during the Sales Period. Agent shall ensure that funds are available on or before each Scheduled Sweep Date.

3.1.7. Insufficient Funds:

3.1.7.1. Agent shall provide the amount of funds due TPWD set out in the Account Notice, making the funds available for the account transfer on the Scheduled Sweep Date set out in Schedule 1 unless otherwise directed in writing by TPWD. Agent acknowledges and agrees that is a material breach of this Agreement to have insufficient funds in the account available for transfer on Scheduled Sweep Dates.

3.1.7.2. If Agent does not have sufficient funds in an account for transfer on a Scheduled Date, TPWD may immediately terminate Agent's ability to issue items through the system or other methods. TPWD may also require Agent to pay the funds by cashier's check, money order, or other payment method.

3.2. BTR System Support:

3.2.1. If the Agent requires assistance with vessel or outboard motor processing issues, such as void authorizations, fees, supporting documentation, or business rule overrides, or any other related questions, Agent should contact the TPWD Boat Section Field Liaison phone bank at (512) 389-4393 or (512) 389-8090.

3.2.2. If the Agent has trouble with the printer or the network connection, Agent should contact the Texas Department of Motor Vehicles (TxDMV) at (512) 465-4010.

3.2.3. If the Agent has computer operating issues and problems related to system functionality provided through TPWD, Agent should contact the TPWD Help Desk at (512) 389-4357.

3.3. Voids:

3.3.1. In the normal issuance of vessel registrations, vessel and outboard motor titling and similar items, errors may occur due to clerical errors, mechanical errors (e.g. printer problems), a transaction involving the wrong item or failure of the buyer to communicate current information on address, or other ownership transaction related problems.

3.3.2. The Agent may void the transaction with an authorization code issued by an authorized Agent supervisor or acquired from TPWD Headquarters. Voided transactions must meet the following criteria:

3.3.2.1. The void must occur on the same day the transaction was processed;

3.3.2.2. The void must be processed at the originating office location;

3.3.2.3. The transaction to be voided must be the last transaction processed for the specific asset (TX numbered item);

3.3.2.4. The same employee that entered the transaction in error must also void the transaction. If the employee is unavailable, a supervisor may void the transaction for that employee;

3.3.2.5. The employee must return the original form of payment to the customer;

3.3.2.6. The employee must collect all titles, decals and other items related to the transaction processed in error; and

3.3.2.7. The Agent employee and Agent supervisor must complete the required void form.

3.3.3. Voided transactions and supporting documentation shall be submitted with the Agent's normal processing office paperwork for mailing and subsequent imaging to TPWD Headquarters as instructed by the TPWD Document Packaging and Processing Procedures which are located within the BTR User's Manual.

3.3.4. Voids that do not meet the criteria established in Para. 3.3.2 must be submitted to TPWD Headquarters for the void to be processed and completed. Voids that are completed by TPWD Headquarters on behalf of the Agent and that require money to be refunded will either be credited to the Agent through the Account Notice or refunded via warrant directly to the Agent. **Agents are responsible for refunding money to customers.** Agents should refer all customer questions for the voided transactions submitted to TPWD Headquarters to (512) 389-4393 or (512) 389-8090.

3.3.5. All Agents submitting requests for TPWD Headquarters voids are required to mail (or hand deliver) all documents pertaining to voided transactions to TPWD with all required documentation. All inventory related to these voided transactions must be attached to the Void Request Form and signed by the Agent's employee and Agent's supervisor when submitted to TPWD. Unless inventory is returned or an affidavit of loss signed by the customer is provided with the Void Request Form, the Agent will be charged the cost established by TPWD in Para. 3.5.4.

3.4. Agent Compliance with TPWD Processing Requirements:

3.4.1. As each Agent enters transactions, they will be instantly updating the state system of record for boats and outboard motors. Due to this feature, accurate compliance with TPWD regulations is key in recording and protecting individuals' ownership of these assets. In order to ensure accurate information, TPWD Headquarters Boat Titling and Registration Section staff may conduct post audits of transactions processed by each Agent and produce a compliance audit report as resources allow, listing the number of transactions reviewed and the number of non-compliance items found for all offices, inclusive of TPWD locations. If an Agent's non-compliance continues for a six-month period, TPWD may request a plan in writing from the Agent as to how it will correct the noted errors. If the non-compliance continues after the plan is put into place, TPWD reserves the right to suspend processing privileges to title or register vessels and outboard motors.

3.4.2. Full compliance means adherence to the following standards:

3.4.2.1. Compliance with all state and federal laws pertaining to the registration of vessels, the titling of vessels and outboard motors, ownership of vessels and outboard motors, and the collection of associated fees and taxes as outlined under the Texas Water Safety Act, Chapter 31 of the Texas Parks and Wildlife Code; Title 31 of the Texas Administrative Code, Part 2, Chapter 53; the Texas Tax Code, Chapter 160; and the Texas Property Code, Chapters 59 and 70.

3.4.2.2. Processing transactions in accordance with instructions for general processing from the "Basics to Boat/Motor Transactions" training manual, the "Requirements for Specific Transactions" matrices, the "Non-Recorded Small Boats and Outboard Motors" matrix, the "BTR User's Manual", and other resource documentation and training aids issued by TPWD Headquarters.

3.4.2.3. Accurate tracking and control of inventory issued by TPWD.

3.4.2.4. Issue items only in the form prescribed by or furnished by TPWD.

3.4.2.5. Obtaining and submitting all supporting documentation required for each transaction as stated in the matrix requirements supplied by TPWD. All "Requirements for Specific Transactions" matrices are available on the TPWD website at: https://tpwd.texas.gov/regulations/outdoor-annual/boating/boating-references-tools-forms

Transactions should not be completed unless the required documentation is obtained. Each Agent office conducting transactions on behalf of TPWD shall submit to TPWD:

- Required documentation completed in full as described under the matrices;
- Completed Application form PWD 143, PWD 144, PWD 143M, PWD 144M, PWD 231, PWD 309A, PWD 309B, PWD 309C, PWD 310A, PWD 312, PWD 314, PWD 403, PWD 504, PWD 581, PWD 738, PWD 763, PWD 778, PWD 790, PWD 1055, PWD 1056, PWD 1084, PWD 1175, PWD 1208, PWD 1238, PWD 1340, or PWD 1434, as applicable, with all required information and original signatures;
- Original manufacturer's Statement of Origin (MSO), Builder Certificates, titles or out–of-state or federal documentation, when required, with original signatures from the owner of record or lawful representative;
- Signed bill of sale, invoice, statement of gift, or tax affidavit from the seller. It must list the date of sale, the sales price of each item (vessel, outboard motor, related accessories), a description of the item (make, TX number or serial number and year built), purchaser's name and seller's signature or signature of lawful representative;
- Lien Release in the acceptable format as outlined in the matrix requirements;
- Original or unaltered copies of any required legal documentation; and
- Required notary signature on forms with notary requirement.

No exception to the required documentation shall be made unless approved through the TPWD Headquarters staff. All exceptions must be thoroughly documented, explained in writing on the submitted paperwork, and signed and dated by the Agent's staff, noting the name of the TPWD Headquarters staff who approved the alternative process.

3.4.3. Ownership transactions that do not have the appropriate supporting documentation may be voided by TPWD. Examples of transactions that may be voided include, but are not limited to:

- Transfer of ownership without a Texas title;
- Transfer of ownership with no out-of-state title or registration provided (registration information is required for non-titling states);
- Transfer of ownership with partial or no title assignment;
- Transfer of ownership with no release of lien when a lien is listed on record;
- Transfer of ownership with no signature of seller;
- Title issuance with no Manufacturer Statement of Origin (MSO) or Builders Certificate or inaccuracies on MSO assignment on a new vessel or outboard motor;
- Transfer of ownership with no supporting documents supporting the authority to sell on behalf of the deceased owner, including an heirship affidavit, letters of testamentary, court order, trust, power of attorney, etc.;
- Transfers with obvious forgery or alteration on any part of the transaction;

- Transactions that transferred the wrong vessel or outboard motor;
- Transactions that have no serial number (Hull Identification Number/Motor Identification Number) on record (does not apply to registration of a USCG documented vessel);
- Transfer of ownership with an invalid marine dealer licensee number;
- No bill of sale, invoice, statement of gift, or tax affidavit signed by the seller;
- Right of Survivorship form completed after owner of record is deceased;
- Use of Power of Attorney after the owner of record is deceased; or
- Fraudulent and/or false entry of customer information.

3.4.4. All transaction paperwork, titles, decals and registration cards required for processing transactions must be batched and submitted to TPWD Headquarters weekly. This paperwork shall be received not later than the following Friday of the next business week. Delays in the submission of the associated documentation may result in the delay of titles and other items that are fulfilled by TPWD Headquarters. Each Agent shall submit paperwork in accordance with the TPWD Document Packaging and Processing Procedures stated within the BTR User's Manual.

3.5. Inventory:

3.5.1. The Agent offices will be issued registration decal inventory and ID card stock to be used for all registration transactions. The Agent shall be responsible for maintaining an inventory record of the registration decals as they are issued by reconciling each decal against the Decal Distribution Log Report, which is available in BTR, and accounting for any discrepancies.

3.5.2. The Agent shall accept inventory mailed to the Agent by confirming receipt of the assigned inventory in BTR. The Agent is responsible for verifying the accuracy of the inventory by comparing the physical inventory received to the TPWD Decal Consignment Confirmation Form received with the inventory shipment. The form will ensure that: (a) the Agent received the proper inventory requested; (b) the inventory sent corresponds to the inventory listed on the Decal Consignment Confirmation Form; and (c) the Agent receives instructions about how to confirm receipt of the inventory in BTR and who to notify in the event of any discrepancies. The Agent must confirm receipt of the inventory in BTR or notify the TPWD Boat Section Field Liaison phone bank in the event of any discrepancies, within seven (7) calendar days of inventory delivery. The inventory will not be available for use until its receipt is confirmed in BTR. Unused inventory must be accounted for and returned when no longer valid for use.

3.5.3. Registration decals that are voided must be attached to the Void Request Form and sent in with all other transaction paperwork.

3.5.4. The Agent is responsible for assigned inventory consisting of registration decals and ID card stock paper. If the Agent cannot account for assigned inventory, the Agent shall be responsible for remitting the value of the lost inventory at a rate of $53 per piece of inventory. TPWD will not ship additional inventory until payment for lost inventory is received.

3.5.5. TPWD will monitor Agent's lost inventory payments and, after two such instances, TPWD will require Agent to provide a reason for the repeat circumstances and a corrective action plan to ensure no further instances of lost inventory. If not satisfied with the corrective action plan, TPWD reserves the right to suspend the Agent from acting on behalf of TPWD.

3.5.6. Agent shall receive applications, forms and other documents from TPWD in order to complete transactions. These documents are considered supplies, not assigned inventory, in that they have minimal monetary value. All forms can be printed from the agency web site at: http://tpwd.texas.gov/fishboat/boat/forms/

3.5.7. Additional supplies can be requested by calling (512) 389-4479 or emailing BoatSupplies@tpwd.texas.gov. Additional decal inventory can be requested by submitting a request in writing to the TPWD Boat Section Field Liaison phone bank either by fax at (512) 389-8323 or by email to BoatSupplies@tpwd.texas.gov. Requests should include the requestor's name and Agent Location, the quantity and expiration year of the decal inventory requested, and a contact phone number.

3.6. Staff: The Agent shall:

3.6.1. Maintain staff that is adequately trained in the maintenance and use of the BTR application. Agent shall ensure that all staff that works with the public has a general knowledge of the services available and general knowledge of laws and regulations that apply to each service as listed under the "Basics to Boat/Motor Transactions" training document, the "Requirements for Specific Transactions" and "Non-Recorded Small Boats and Motors" matrices, and other resource documentation and training aids issued by TPWD Headquarters.

3.6.2. Not release information regarding a boat or outboard motor with a status of "Stolen." Each Agent office shall contact TPWD to verify that the status is valid and notify their County, City or TPWD law enforcement to provide information for recovery of the stolen asset. This notification will not apply to situations where an insurance company is transferring ownership due to the payment of a customer's theft claim.

3.6.3. Submit a BTR Log-in Request Form (PWD 0057B) if any Agent has a change regarding a current user of the system. This form must be signed by the Agent representative. User changes include termination of employees, addition of employees or a change in an employee's duties related to the system. User logins will not be shared or transferred from one employee to another.

3.6.4. Notify TPWD Boat Section Field Liaison at (512) 389-4393 or (512) 389-8090 of any change in staff, office supervisor, business or mailing address, contact email address, or phone number.

3.6.5. Request any changes for user's roles at least two (2) days in advance of the needed change.

3.7. Sales Commission: Agent will be paid a 10% (ten percent) commission, or any other amount as established by the Texas Legislature, on TPWD fees for sales made by the Agent as stated under the Texas Parks and Wildlife Code, Chapter 31, Sections 31.0341(b) and 31.048(b).

3.8. System Configuration and Use: The Agent shall:

3.8.1. Obtain prior written consent of TPWD prior to disposing, lending or otherwise transferring possession of materials (including inventory items) or supplies furnished under this Agreement to a party other than the Agent's satellite office locations.

3.8.2. Contract with TxDMV to support the internet connections and printers necessary to conduct TPWD-related transactions.

3.8.3. Maintain appropriate inventory of ID card stock paper, applications, forms and decals based upon sales volume. In order to responsibly budget resource expenditures, TPWD may limit the quantities of supplies based on the number of transactions processed by each Agent.

3.8.4. Notify TPWD immediately if any unauthorized user obtains access to the system. Until TPWD receives such notification, the Agent understands and agrees that the Agent shall continue to be responsible for payment for all transactions that are processed through the Agent's users.

3.9. Recordkeeping: The Agent shall:

3.9.1. Allow employees or representatives of TPWD or the Texas State Auditor's Office access to Agent's records related to this Agreement during normal business hours. After prior notice and/or upon request by TPWD, Agent shall mail requested records to TPWD at 4200 Smith School Road, Austin, Texas, 78744. Further, Agent will allow TPWD and/or the Texas State Auditor's Office access to its records for at least three (3) years following termination of this Agreement. Failure of Agent to allow access to or provide records as required under this Agreement is a material breach.

3.9.2. Comply with the Texas Sales Tax remittance requirements as outlined in the Texas Tax Code and Chapter 31 of the Texas Parks and Wildlife Code.

3.10. Other Requirements: The Agent shall:

3.10.1. Not accept customer's remittances for transactions if the system is unavailable.

3.10.2. Furnish to TPWD, without undue delay, all information reasonably necessary to fulfill any requirement of this Agreement.

3.10.3. Allow authorized employees or representatives of TPWD access to Agent's premises during normal hours of business.

3.10.4. Be responsible for its actions and those of its employees, officers, or agents and, to the extent permitted by law, indemnify and hold TPWD harmless from any claim or legal action, resulting damages, costs and expenses that may be incurred by TPWD as a result of direct or indirect actions of the Agent, its employees, officers, or agents.

3.10.5. Disclose any and all known or suspected conflicts of interest or potential conflict of interest related to TPWD employees or TPWD Commissioners that may be involved, either directly or indirectly, in any aspect of Agent's issuance of items under this Agreement.

3.10.6. Implement and follow all rules and procedures provided in writing to Agent or available in BTR or from TPWD's web site.

4. <u>TPWD RESPONSIBILITIES</u>: TPWD will:

4.1. Designate a contact person to coordinate and to help resolve any issues between TPWD and Agent expeditiously and fairly. TPWD will provide training aids for Agent and Agent's employees.

4.2. Maintain a help desk to provide assistance to Agent.

4.3. Provide Account Notices prior to sweeping funds from Agent's account(s) and daily activity reports.

4.4. Provide supplies and materials needed to perform duties under this Agreement such as ID card stock paper, applications, decals, void request forms and other related forms.

5. <u>OTHER TERMS AND CONDITIONS:</u>

5.1. CONFIDENTIALITY AND SECURITY: Any information the AGENT compiles or creates as a result of the Agreement must be maintained and protected in accordance with any federal, state, or local laws and regulations that apply. The AGENT shall establish a method to secure the confidentiality of records and other information relating to clients in accordance with applicable federal and state

laws, rules, and regulations. The obligations of the AGENT under this Confidentiality and Security Article shall survive this Agreement.

5.2. CHANGE IN FEDERAL OR STATE REQUIREMENTS: If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either TPWD or the AGENT cannot reasonably fulfill the Agreement and if the Parties cannot agree to an amendment that would enable substantial continuation of the Agreement, the Parties shall be discharged from any further obligations under the Agreement.

5.3. APPLICABLE LAWS AND CONFORMING AMENDMENTS: AGENT must comply with all laws, regulations, requirements and guidelines applicable to an AGENT providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Agreement. TPWD reserves the right, in its sole discretion, to unilaterally amend this Agreement throughout its term to incorporate any modifications necessary for TPWD or AGENT's compliance with all applicable State and federal laws, and regulations.

5.4. SEVERABILITY: If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall continue in full force and effect.

5.5. FORCE MAJEURE: Neither of the parties shall be considered in default of their obligations hereunder (except the payment of money, which shall not be excused) if performance of such obligations is prevented or delayed by acts of God or government, war, riots, acts of civil disorder, failure or delay of transportation, or such other causes as are beyond such party's control. The burden of proof for the need of such relief shall rest upon the Agent. To obtain release based on force majeure, Agent shall file a written request with TPWD and receive written approval.

5.6. WAIVERS: Agent understands that the terms of this Agreement are subject to change upon prior notice by TPWD. The Parties agree that any waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any subsequent or prior breach.

5.7. ASSIGNMENT: Agent may not transfer or assign any part or the whole of this Agreement without prior written consent of TPWD. This does not apply to a change of County Tax Assessor/Collector.

5.8. DISPUTES: The parties shall attempt to resolve all disputes arising from this Agreement but to the extent that it is applicable and not preempted by other law, those disputes not resolved shall follow the dispute resolution process provided for in Texas Government Code, Chapter 2260.

5.9. SPECIAL CONDITIONS: TPWD may cancel this Agreement without penalty if subsequent law necessitates cancellation. Nothing in this Agreement is intended to waive any sovereign or governmental immunity to which TPWD is entitled under law.

6. **TERMINATION:** Either party may terminate this Agreement with a minimum of thirty (30) calendar day's written notice. TPWD may terminate this Agreement without notice immediately following a material breach by Agent. Upon termination of this Agreement the Agent shall:

6.1. Remit all monies due to TPWD, no later than the next regularly Scheduled Sweep Date following the date of termination;

6.2. Submit all processed transaction documentation according to established schedule or prior to closeout;

6.3. Provide a listing of all employees with electronic access for deactivation; and

6.4. Return all unused TPWD inventory and work with TPWD to reconcile any allocation discrepancies.

7. **RIGHT TO AUDIT:** Agent understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TPWD, or any successor agency to conduct an audit or investigation in connection with those funds. Agent further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested.

8. **NOTICES:** All notices given by any party or required under this Agreement shall be in writing and addressed and delivered to the relevant party or parties at the following locations:

For TPWD:
Texas Parks and Wildlife Department
Boat Titling and Registration Section
Attention: Julie Aronow, Manager
4200 Smith School Road
Austin, Texas 78744

For AGENT:
Brazoria County
Attention: Kristin Bulanek
451 N Velasco St Courthouse Annex W Rm 150, Angleton, TX 77515

9. **COMPLETE AGREEMENT:** This Agreement and the attached Schedules 1 and 2 represent the complete Agreement and understanding of the parties with respect to the subject matter herein, and supersede any other understanding, written or oral. This Agreement may be amended by written agreement of both Parties, which will be attached to the original agreement. All such amendments are subject to the terms and conditions of this Agreement not specifically amended thereby.

10. **AUTHORITY TO BIND:** The signatories to this Agreement represent and warrant that they have the authority to enter into this Agreement and that they have authority to bind the entity on whose behalf they execute this Agreement.

11. **SIGNATURE AND DELIVERY INSTRUCTIONS:** Agent shall sign this page and send to TPWD. Upon signature of TPWD's representative, a copy of the completed agreement will be made and sent back to Agent for its records. If original signatures are desired for Agent's copy, Agent shall obtain signatures on two identical agreements and, upon receipt, TPWD's representative will sign both and return the second back to Agent.

12. **U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM:** By entering into this Agreement, the Agent certifies and ensures that it utilizes and will continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

1) All persons employed to perform duties within Texas, during the term of the Agreement; and
2) All persons (including subcontractors) assigned by the Agent to perform work pursuant to the Agreement, within the United States of America.

The Agent shall provide, upon request of TPWD, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Agent, and Agent's subcontractors, as proof that this provision is being followed. **If this certification is falsely made, the Agent may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification.**

_____	_____
County Agent	Texas Parks and Wildlife Department
Title: _____	Title: Contract Program Manager
Date: _____	Date: _____

_____

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

County Agent

Title: _____

Date: _____

_____
County Agent

Title: _____

Date: _____

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

Schedule 1
Brazoria County Office Information

MAIN OR PRIMARY OFFICE:

1. County Office Name: _____

2. Federal Employer's Identification Number: _____

3. Bank Account Type ☐ Checking or ☐ Savings

4. Routing/Transit Number: _____

5. Account Number: _____

6. Mailing Address: _____

City, State, Zip: _____

7. Physical Address: _____ Or ☐ Check if same as mailing address

City, State, Zip: _____

8. Office Contact Information:

- Office Manager's Name: _____
- Telephone Number: _____
- Email Address: _____

SATELLITE OR SUB-OFFICE:

1. Office Name: _____

2. Federal Employer's Identification Number: _____ Or ☐ Check if same as main office

3. Bank Account Type ☐ Checking or ☐ Savings

4. Routing/ Transit Number: _____ Or ☐ Check if same as main office

5. Account Number: _____ Or ☐ Check if same as main office

6. Mailing Address: _____

City, State, Zip: _____

7. Physical Address: _____ Or ☐ Check if same as mailing address

City, State, Zip: _____

8. Office Contact Information (need separate contact names for each office location):

- Office Manager's Name: _____
- Telephone Number: _____
- Email Address: _____

TEXAS PARKS AND WILDLIFE DEPARTMENT
COUNTY BOAT AGENT AGREEMENT

SATELLITE OR SUB-STATION OFFICE(S):

1. Office Name: _____

2. Federal Employer's Identification Number: _____ Or ☐ Check if same as main office

3. Bank Account Type ☐ Checking or ☐ Savings

4. Routing/ Transit Number: _____ Or ☐ Check if same as main office

5. Account Number: _____ Or ☐ Check if same as main office

6. Mailing Address: _____

   City, State, Zip: _____

7. Physical Address: _____ Or ☐ Check if same as mailing address

   City, State, Zip: _____

8. Office Contact Information (need separate contact names for each office location):

- Office Manager's Name: _____
- Telephone Number: _____
- Email Address: _____

SATELLITE OR SUB-STATION OFFICE(S):

1. Office Name: _____

2. Federal Employer's Identification Number: _____ Or ☐ Check if same as main office

3. Bank Account Type ☐ Checking or ☐ Savings

4. Routing/ Transit Number: _____ Or ☐ Check if same as main office

5. Account Number: _____ Or ☐ Check if same as main office

6. Mailing Address: _____

   City, State, Zip: _____

7. Physical Address: _____ Or ☐ Check if same as mailing address

   City, State, Zip: _____

8. Office Contact Information (need separate contact names for each office location):

- Office Manager's Name: _____
- Telephone Number: _____
- Email Address: _____

COPY AND PROVIDE ADDITIONAL SHEETS IF NEEDED FOR ADDITIONAL LOCATION(S).

Schedule 2
Schedule for Sweeping Revenue
Between TPWD and Brazoria County Tax Assessor-Collector (Agent)

1. Scheduled Sweeps:

1.1. Account Notice Date will occur on Monday each week. The Scheduled Sweep Date (Wednesday) shall occur two (2) business days after the Account Notice (Monday). Whenever the scheduled sweep date falls on a U.S. Federal Reserve holiday, the scheduled sweep date will be the next business day after the holiday. (See Scheduled Sweeps, Para. 3.1.8).

1.2. The Account Notice will encompass one Sales Period and include the sales made during each Day of Sales that the office was conducting business. The Sales Period begins on Monday and ends on Sunday.

1.3. Offices with substations that deposit funds into the same bank account can generate an Agent Activity Report and Account Notice for each office. A combined Agent Activity Report and Account Notice will be available which shows the combined totals for all offices with the same bank account.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.7. **11/18/2025**

Payment of Bills

That the checks payable through Monday, November 17, 2025 be approved for payment in accordance with Local Government Code §115.021.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.8. **11/18/2025**

FY 2026: Record Budget for Other Funds

SB41 Court Reporter Service Fund:

County Court at Law 1	520000 (Operating)	38514	15001	$5,000
County Court at Law 2	520000 (Operating)	38514	15002	$5,000
County Court at Law 3	520000 (Operating)	38514	15003	$5,000
County Court at Law 4	520000 (Operating)	38514	15004	$5,000
District Courts	520000 (Operating)	38514	16000	$5,000
District Court - 149th	520000 (Operating)	38514	16149	$5,000
District Court - 239th	520000 (Operating)	38514	16239	$5,000
District Court - 300th	520000 (Operating)	38514	16300	$5,000
District Court - 461st	520000 (Operating)	38514	16461	$5,000

Record budget for the Court Reporter Service fund. 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

ORDER NO. H.9. **11/18/2025**

FY 2026: Record Budget for Other Funds

Mosquito Control	520000 (Operating)	39900	22000	$11,000

Reserves are available for communications and software/service subscription expenditures.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.10. **11/18/2025**

FY 2026: Record Budget for Other Funds

DA Forfeiture	590000 (Capital)	38730	19300	$113,000

Reserves are available for vehicle purchases.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.11. **11/18/2025**

FY 2026: Line Item Transfer

Health	500000 (Salaries/Benefits)	10000	45000	($58,358)
Health	520000 (Operating)	10000	45000	$78,380
Agriculture Extension	500000 (Salaries/Benefits)	10000	60000	(20,022)

Transfer needed for Local Health Authority Service Contract approved by Commissioners' Court with Order No. H.28 dated October 14, 2025.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.28. **10/14/2025**

Interlocal Cooperation Act Contract with UTMB to Provide Local Health Authority Services

Approve entering into an Interlocal Cooperation Contract with University of Texas Medical Branch at Galveston to Provide Local Health Authority Services.

The County Judge is authorized to execute said Agreement on behalf of the County.

Further ordered that a copy of this Order be provided to the Health Department.

INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract** (**Contract**) is entered into effective **November 1, 2025** (**Effective Date**), by and between Contracting Parties pursuant to authority granted in and in compliance with Chapter 791, *Government Code*.

CONTRACTING PARTIES:

Receiving Party: **Brazoria County,** a local government of the state of Texas.

Performing Party: **The University of Texas Medical Branch at Galveston, dba UTMB Health,** an institution of The University of Texas System, an agency of the state of Texas.

PURPOSE:

The purpose of this Contract is to obtain the services of Performing Party to provide **Local Health Authority Services**. This Contract will increase the efficiency and effectiveness of Contracting Parties.

STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services (**services**):

Provide Peter F. Edemekong, MD, MPH, FACPM ("Provider") as Brazoria County's appointed Local Health Authority pursuant to Texas Health & Safety Code Chapter 121 from November 1, 2025 until September 30, 2027 at 5:00 p.m. to perform the below duties:

- Assist with overseeing the operations of the Brazoria County Health Department (as requested)
- Provide Standing Delegation Orders for the Immunization Clinics, STD clinic and for post-exposure follow up to communicable diseases (i.e. rabies, meningitis).
- Educate the public in disease prevention.
- Provide Tuberculosis Program with consultation and testimony on non-compliant patients; enforce orders of court mandated treatment.
- Testify in court as needed. The requirement to testify is rare, but when required, it will be during work day hours, Monday through Friday.
- Support Indigent Health Care Program as needed.
- Report the presence of contagious, infectious, and dangerous epidemic diseases in the health authority's jurisdiction to Commissioners Court and the Texas Board of Health in the manner and at the times prescribed.
- Provide training to Environmental Health employees.
- Provide "Letter of Non-Contagious Disease" to appropriate agencies, when requested.
- Review "Post-Exposure" labs; provide 'source' results to affected personnel (i.e. law enforcement officers, etc.)
- Review applications for Mass Gathering Permits and provides written approval (as appropriate) for the proposed public events.
- Establish, maintain and enforce Quarantines and Isolation Orders in the health authority's jurisdiction (in conjunction with D.A.'s office and DSHS) and in accordance with the Texas Department of State Health Services.
- Work with Health Department staff and local & federal health and human service agencies to provide services to the public.
- Attend and participate in meetings and conferences as required.

- Perform any other duties required of a Local Health Authority pursuant to Texas Statutes, Rules and Regulations.
- Performing Party will provide Receiving Party the designated Provider under this Contract to the extent such Provider is employed by and/or affiliated with Performing Party, during those times and dates that Provider is not scheduled to provide services or required duties to Performing Party in any capacity. Further, in the event the designated Provider is no longer employed by and/or affiliated with Performing Party, Performing Party will make best efforts to provide a qualified replacement provider to Receiving Party; however, Performing Party makes no express or implied representation, or guarantee, that Provider, or a qualified replacement provider, will be employed by and/or affiliated with Performing Provider during the entire Term of the Contract, or any renewal period(s).

WARRANTIES:

Receiving Party warrants (1) the services are necessary and authorized for activities properly within its statutory functions and programs; (2) it has authority to contract for the services under authority granted in Section 791.030, *Texas Government Code*, and Chapter 791, *Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on Receiving Party's behalf is authorized by its governing body to do so.

Performing Party warrants (1) it has authority to perform the services under authority granted in Section 791.030, *Texas Government Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on Performing Party's behalf is authorized by its governing body to do so.

CONTRACT AMOUNT:

The total amount of this Contract shall not exceed One Hundred Ninety-Six Thousand and 08/100 Dollars ($196,000.08).

Receiving Party shall pay Performing Party Eight Thousand One Hundred Sixty - Six Dollars and 67/100 ($8,166.67) on a monthly basis, with Receiving Party making payment to Performing Party within thirty (30) days of receipt of an invoice for services. Payment will begin in November, 2025.

PAYMENT:

Receiving Party will remit payments to Performing Party for services satisfactorily performed in accordance with Chapter 2251, *Government Code* (Texas Prompt Payment Act).

Payments made under this Contract (1) are based on cost recovery (2) Receiving Party will fairly compensate Performing Party for the services performed, and (3) will be made from current revenues available to Receiving Party.

TERM:

The term of this Contract begins on the Effective Date and expires on **September 30, 2027**. The contract may be renewed upon mutual written consent for a period of two years to coincide with the statutory 2-year appointment of a local health authority pursuant to Texas Health & Safety Code Chapter 121.

NOTICES:

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications provided or permitted under this Contract, will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be

deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to Receiving Party:	Brazoria County Health Department 434 East Mulberry Angleton, Texas 77515 Fax: (979) -864-3955 Email: Cathys@brazoriacountytx.gov Attention: Cathy Sbrusch
with copy to:	Brazoria County District Attorney's Office 237 E. Locust, Suite 305 Angleton, Texas 77515 Fax: (979) 864-1712 Email: maryc@brazoriacountytx.gov Attention: Mary Shine
If to Performing Party:	Executive Vice President, Chief Financial Officer 301 University Blvd. Galveston, Texas 77555-0128 Fax: (409) 266-2005 Email: jdbailey@utmb.edu Attention: Jamie Bailey
With a copy to :	Community Based Clinics UTMB 301 University Boulevard, Route 0179 Galveston, TX 77555-0179

or other person or address as may be given in writing by either party to the other in accordance with this Section.

TERMINATION:

In the event of material failure by a Contracting Party to perform its duties and obligations in accordance this Contract, the other party may terminate this Contract upon three (3) months (90 days) advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the 90-day period.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Performing Party under this Contract may be applied directly toward any debt or delinquency Performing Party owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.

Venue; Governing Law. Brazoria County Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all of its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

Entire Agreement; Modifications. This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and will constitute the entire agreement and understanding between the parties with respect to its subject matter. This Contract and each of its provisions will be binding on the parties, and may not be waived, modified, amended or altered, except by a writing signed by Receiving Party and Performing Party.

Loss of Funding. Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (**Legislature**) and/or allocation of funds by that Contracting Party's governing board. If Legislature fails to appropriate or allot necessary funds, or a Contracting Party's governing board fails to allocate necessary funds, then Contracting Party that loses funding may terminate this Contract without further duty or obligation. Contracting Parties agree acknowledge that appropriation, allotment, and allocation of funds are beyond the Contracting Parties' control.

State Auditor's Office. Contracting Parties understand acceptance of funds under this Contract constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (**Auditor**), to conduct an audit or investigation in connection with those funds (ref. Sections 51.9335(c), 73.115(c) and 74.008(c), *Education Code*). Contracting Parties agree to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Contracting Parties will include this provision in all contracts with permitted subcontractors.

Assignment. This Contract is not transferable or assignable except upon written approval by Contracting Parties.

Severability. If any one or more of the provisions of this Contract will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision, and this Contract will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

Public Records. It will be the independent responsibility of Receiving Party and Performing Party to comply with Chapter 552, *Government Code* (**Public Information Act**), as it applies to the Contracting Parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the Public Information Act on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of Receiving Party.

[signatures next page]

Executed effective on the Effective Date by the following duly authorized representatives of Contracting Parties:

RECEIVING PARTY:

BRAZORIA COUNTY

By: _____

Name: L. M. “Matt” Sebesta, Jr.
Title: County Judge

Date: _____

PERFORMING PARTY:

The University of Texas Medical Branch at Galveston

By: _____

Name: Jamie D. Bailey, MBA, CPA, CFE
Title: Executive Vice President,
Chief Financial Officer

Date: _____

Content Review: ____

By: _____
Angela Raimer, MD
Chief Medical Officer
Community Based Clinics

Date: _____

By: _____
Peter F. Edemekong, MD, MPH, FACPM

Date: _____

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.12. **11/18/2025**

FY 2026: Funding for Use of Military Vehicles

Approve payment to Brazoria County Military Museum for use of military vehicles for County of Brazoria as support during disasters. The rate is $100.00 per hour for five hours of service time.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.13. **11/18/2025**

Exception to Subdivision Platting for Veronica Cervantes (Precinct 4)

1) The Court finds that:

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

b.) The property to be divided is a 10.904 tract of land, known as Tract 4A6, in the Day Land and Cattle Co. Survey, Abstract 590, and being out of that certain 297.412 acres of land situated in Brazoria County, Texas, conveyed by deed dated November 16, 2015 from Ben Winebrenner and wife Theresa, to Brecole, Inc., recorded in Brazoria County Clerk's File No. 2015-053641, Brazoria County, Texas, and conveyed to Veronica Cervantes in County Clerk's File Nos. 2016-010996 and 2016-037163; and

c.) The 10.904 acre tract is to be divided into 2 tracts, one along County Road 21 and County Road 20: Tract 1 with 8.0035 acres and approximately 635.52 feet of frontage along CR 21 and approximately 540.91 feet of frontage along CR 20, Tract 2 with 2.900 acres and approximately 225.90 feet of frontage along CR 21; and

d.) The Brazoria County Environmental Health Department has provided a letter dated September 2, 2025 stating they have no objection to the proposed division, under certain conditions; and

e.) This tract of land is in Drainage District #11. Drainage District #11 has provided a letter dated October 5, 2025 stating they have no objection to the subdivision; and

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

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

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

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

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

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

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

Brazoria County

Application for Property Adjustments

RECEIVED:
RECEIVED
JAN 03 2025
Engineering Dept.

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

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

SECTION I. Property Owner Information

Name: VeronicA Cervantes **Phone:** 281-948-4757

Name: _____

Owner Signature: _____ **Date:** 1/3/25

Owner Signature: _____ **Date:** _____

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

Mailing Address: 4318 Camden Springs Trl Porter, TX 77430

E-mail Address: VER_CER2004@yahoo.com

Purpose:

☐ Combine lots – *See Section II.*

☒ Divide lot – *See Section III. - You may not create more than 4 lots* DD II

☐ Adjust Lot Lines – *See Section III.*

☐ Divide with Exemption – *See Section III - You may not create more than 4 lots nor create an easement or road*

☐ Family Division - Gift Deeded to _____ (Grandchild, Child, Sibling, In-Law, etc.) - *You may not create more than 4 lots nor create an easement or road – See Section IV.*

Property Information

Acreage: _____

Site Address or Legal Location, Abstract, CR #: _____

Property ID#: 664403 - Lot 4A6

Tax Account #: _____

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

Business or other structure with restrooms: _____

Private Water Well check: (YES) *or* NO

Public Water System MUD or Provider: NO

Please provide a sketch of your plans below:

- Include your **best estimate** for lengths, widths, and **acreage** in the diagram.
- ***All lots must have 80' frontage along a public right of way***. Shared driveways ***do not*** qualify as road frontage.
- ***All structures with water and/or septic (restrooms)***
- ***Location of Septic Ⓢ, Spray Head location ✻ , spray radius or field lines***
- **Location of Water Wells Ⓦ (indicate separation distance between Well and Septic)**

Property ID – _____

Ⓢ Septic Tank Ⓦ Water Well – · – · – · – · – Septic Lines *Spray Head add circle radius

Space Above This Line Reserved For Recording Data

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.
GF 2016-0257

Warranty Deed with Vendor's Lien

Date: March 9, 2016

Grantor: **BRECOLE, INC.**, a Texas Corporation

Grantor's Mailing Address:

13204 Peters Road
Needville, Texas 77461
Fort Bend County

Grantee: **JESSE CARRANZA AND VERONICA CERVANTES**

Grantee's Mailing Address:

6903 Renfro Drive
Richmond, Texas 77469
Fort Bend County

Consideration: Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of **SEVENTY FOUR THOUSAND AND NO/100 DOLLARS ($74,000.00).** The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to **JAMES A. BOULIGNY, TRUSTEE.**

Property (including any improvements):

BEGINNING AT A 10D NAIL SET BY THIS OFFICE BEING THE SOUTHWEST CORNER OF THE DAY LAND & CATTLE CO. SURVEY, ABST. NO. 590 AN INTERIOR CORNER. OF THE J. M. SWISHER SURVEY ABST. NO 665 AT THE INTERSECT OF CR #21 AND

CR #20, SAME BEING THE SOUTHWEST CORNER OF THAT CERTAIN 192.505 ACRES TRACT OF LAND BEING A PORTION OF THAT CERTAIN 297.412 ACRES TRACT OF LAND DESCRIBED IN A DEED TO BRECOLE, INC. RECORDED IN BRAZORIA COUNTY CLERK'S FILE #2015053641.

THENCE, N. 03 DEGREES 27' 09" W., WITH THE COMMON LINE HEREOF, AT 272.67' PASS A PK NAIL FOUND IN PLACE MARKING THE SOUTHEAST CORNER OF THE H.T. & B. RR. SURVEY NO. 9, ABST. NO 262, AN EXTERIOR CORNER OF SAID SWISHER SURVEY, AN EXTERIOR CORNER OF SAID 297.412 ACRES TRACT, THE SOUTHEAST CORNER OF 10 ACRES TRACT OF LAND SURVEYED THIS DAY, AND CONTINUING WITH THE EAST LINE OF SAID H.T. & B.RR SUR. NO. 9, THE WEST LINE OF SAID DAY LAND & CATTLE CO. SUR., IN CR #20, AND CONTINUING IN ALL 540.91' TO A POINT FOR THE NORTHWEST CORNER HEREOF SAME BEING THE SOUTHWEST CORNER OF ANOTHER 10.904 ACRES TRACT OF LAND SURVEYED THIS DAY.

THENCE, N. 86 DEGREES 36' 47" E. WITH THE COMMON LINE HEREOF, AT 30.14' PASS A 1/2" IRON ROD CAPPED #4652 SET FOR REFERENCE IN THE EAST RIGHT OF WAY OF SAID CR #20 AS BUILT AND CONTINUING IN ALL 861.13' TO A 1/2" IRON ROD CAPPED #4652 SET FOR THE NORTHEAST CORNER HEREOF THE SOUTHEAST CORNER OF SAID OTHER 10.904 ACRES TRACT IN THE WEST LINE OF ANOTHER 10.904 ACRES TRACT SURVEYED THIS DAY.

THENCE, S. 03 DEGREES 27' 09" E., WITH THE COMMON LINE HEREOF, AT 532.18' PASS A 1/2" IRON ROD CAPPED #4652 SET FOR REFERENCE IN THE NORTH RIGHT OF WAY OF CR #21, AND CONTINUING IN ALL 562.19' TO A POINT FOR THE SOUTHEAST CORNER HEREOF, SAME BEING THE SOUTHWEST CORNER OF SAID OTHER 10.904 ACRES TRACT,

THENCE, S. 88 DEGREES 01' 43" W., WITH THE SOUTH LINE OF SAID DAY LAND & CATTLE COMPANY SURVEY THE LOWER NORTH LINE OF SAID SWISHER SURVEY, 861.42' TO THE PLACE OF BEGINNING AND CONTAINING 10.904 ACRES OF LAND OF WHICH 0.947 ACRE IS WITHIN SAID RIGHTS OF WAY, LEAVING 9.957 ACRES OF LAND, NET.

Reservations from Conveyance: NONE

Exceptions to Conveyance and Warranty:

1. Standby fees, taxes and assessments by any taxing authority for the current year, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.

2. Any visible or apparent roadway or easement, over or across the subject property, the existence of which does not appear of record.

3. All visible and apparent easements or uses and all underground easements or uses, the existence of which may arise by unrecorded grant or use.

4. Rights, if any, of third parties with respect to any portion of the subject property lying within the boundaries of a public or private road.

5. Any and all matters that would be shown on a current, correct survey of the property.

6. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.

7. All terms, provisions and easements contained in Electric Service Agreement by and between Ben Winebrenner and Houston Lighting & Power Company, filed 7/30/1990, recorded in/under Volume 813, Page 535, Deed Records, Brazoria County, Texas.

8. Right of Way Agreement executed by and between Janie Gardovsky and Brazoria County, filed 12/1/1960 and recorded in Volume 780, Page 285, Deed Records, Brazoria County, Texas.

9. Electric Transmission and Distribution Line Easement granted to Houston Lighting & Power Company and recorded in Volume 714, Page 328, Deed Records, Brazoria County, Texas.

10. Order No.V.A.15.c by Brazoria County Commissioners' Court for closing, vacating and abandoning a public road and right-of-way, specifically referring to County Road 694, a certified copy of which is recorded at Clerk's File No. 2013059491 of the Official Public Road of Brazoria County, Texas.

11. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded at Volume 174, Page 540 of the Deed Records of Brazoria County, Texas.

12. Interest in and to all coal, lignite. oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded at Volume 976, Page 776 of the Deed Records of Brazoria County, Texas. which document contains the following language "a 1/2 perpetual non-participating royalty interest".

13. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, executed by Jaine and Joe Gardovsky, dated March 16, 1954, recorded at Volume 587, Page 503 of the Deed Records of Brazoria County Texas.

135

Restrictive Covenants:

1. No single-wide mobile home will be permitted on the property.

2. Double-wide mobile homes will be permitted on the property, but the mobile home must be skirted and have the tongue removed.

3. The property shall not be used for trash or junk storage, storage of junk cars or a junkyard.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, and the Restrictive Covenants, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty and the Restrictive Covenant.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

When the context requires, singular nouns and pronouns include the plural.

BRECOLE, INC., a Texas Corporation

By: _____
FRANK STEPHENSON, President

STATE OF TEXAS)

COUNTY OF WHARTON)

This instrument was acknowledged before me on the 9 day of March, 2016, by **FRANK STEPHENSON**, as the President of **BRECOLE, INC.**, a Texas Corporation, on behalf of said corporation.

MATTHEW KACHMAR
Notary Public, State of Texas
Comm. Expires 02-07-2018
Notary ID 12582384-0

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Duckett, Bolligny & Collins, LLP
207 W. Jackson
P.O. Box 1567
El Campo, TX 77437
Y:\ARC Clients\Brecole, Inc (Stephenson)\2016.02 RE Sale&Financing to Carranza&Cervantes.CDE\Warranty Deed with Vendor's Lien.wpd

MID-COAST TITLE CO., INC.
111 N. Fulton
Wharton, TX 77488

FILED and RECORDED

Instrument Number: 2016010996

Filing and Recording Date: 03/11/2016 01:34:39 PM Pages: 5 Recording Fee: $38.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-carla

2016037163 DEED
Total Pages: 3 AC

General Warranty Deed

Date: May 18th, 2016

Grantor: Jesse Carranza, spouse of Veronica Cervantes

Grantor's Mailing Address:

Jesse Carranza
Address: 6903 Renfro Dr. Richmond, TX 77469

Grantee: Veronica Cervantes, spouse of Jesse Carranza

Grantee's Mailing Address:

Veronica Cervantes
Address: 6903 Renfro Dr. Richmond, TX 77469

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Legal Description: Tract6, 10.904, Brazoria County, TX
Commonly known as (Street Address): 1309 CR 21 Damon, TX 77430

Reservations from Conveyance:
None

Exceptions to Conveyance and Warranty:
None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

Jesse Carranza

STATE OF TEXAS)

COUNTY OF BRAZORIA)

This instrument was acknowledged before me on May 20, 2016, by Jesse Carranza.

Margaret Rodriguez
My Commission Expires
10/16/2016

Notary Public, State of Texas
My commission expires: 10/16/2016

AFTER RECORDING RETURN TO:

Veronica Cervantes
Address: 6903 Renfro Dr. Richmond, TX 77469

FILED and RECORDED

Instrument Number: 2016037163

Filing and Recording Date: 08/05/2016 12:21:45 PM Pages: 3 Recording Fee: $30.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.

Joyce Hudman, County Clerk
Brazoria County, Texas

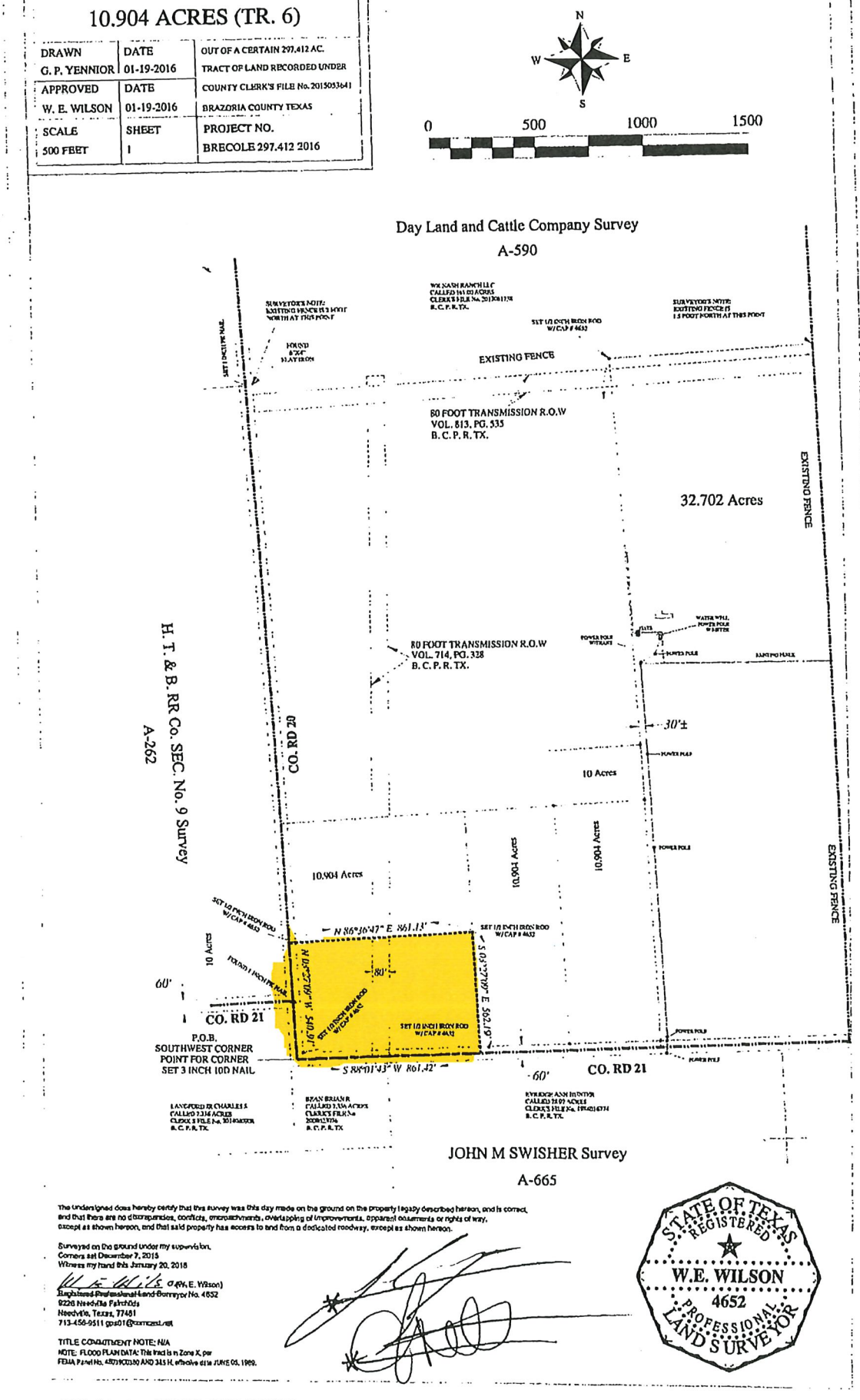
ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-samantha

10.904 ACRES (TR. 6)

DRAWN	DATE	OUT OF A CERTAIN 297.412 AC.
G. P. YENNIOR	01-19-2016	TRACT OF LAND RECORDED UNDER
APPROVED	DATE	COUNTY CLERK'S FILE No. 2015053641
W. E. WILSON	01-19-2016	BRAZORIA COUNTY TEXAS
SCALE	SHEET	PROJECT NO.
500 FEET	1	BRECOLE 297.412 2016



The Undersigned does hereby certify that this survey was this day made on the ground on the property legally described hereon, and is correct, and that there are no discrepancies, conflicts, encroachments, overlapping of improvements, apparent easements or rights of way, except as shown hereon, and that said property has access to and from a dedicated roadway, except as shown hereon.

Surveyed on the ground under my supervision,
Corners set December 7, 2015
Witness my hand this January 20, 2016

(W. E. Wilson)
Registered Professional Land Surveyor No. 4652
9226 Needville Fairchilds
Needville, Texas, 77461
713-456-9511 gps01@comcast.net

TITLE COMMITMENT NOTE: N/A
NOTE: FLOOD PLAIN DATA: This tract is in Zone X, per FEMA Panel No. 48039C0330 AND 345 H, effective date JUNE 05, 1989.

STATE OF TEXAS
REGISTERED
W.E. WILSON
4652
PROFESSIONAL
LAND SURVEYOR

Brazoria County Environmental Health Department
111 E. Locust, Bldg A-29, Suite 270; Angleton, TX 77515
Phone: 979-864-1600 Fax: 979-864-1904
Jodie Vice, BS, RS, DR Director

September 2, 2025

Veronica Cervantes

RE: Subdivision of Property
Subdivision Name (if applicable): Cervantes Property
Legal Description of Properties: A0590 D L & C CO TRACT 4A6 ACRES 10.904
Site Address of Property: County Road 20 & 21, Damon, TX 77430 PID 664403

The Environmental Health Department received your request to review the subdivision of the above described property. This department must ensure compliance with Title 30 of the Texas Administrative Code, Chapter 285 with regard to On-Site Sewage Facilities. The applicable rules related to land planning and site evaluation are found in §285.4(a) which reads as follows:

(1) Residential lot sizing.

(A) Platted or unplatted subdivisions served by a public water supply. Subdivisions of single-family dwellings platted or created after the effective date of this section, served by a public water supply and using individual OSSFs for sewage disposal, shall have lots of at least 1/2 acre.

(B) Platted or unplatted subdivisions not served by a public water supply. Subdivisions of single-family dwellings platted or created after the effective date of this section, not served by a public water supply and using individual OSSFs, shall have lots of at least one acre.

The referenced sketch implies sufficient room to install on-site sewage facilities without creating a public health nuisance provided the design of the on-site sewage facility complies with all setback requirements as described in §285.91(10) of the above referenced statutes. The division on the 10.904-acre tract proposes a division of the property into two tracts: Lot 4A6A 8.0035-acres of improved pasture and Lot 4A6B 2.90-acres with a 2016 built home, unpermitted septic system (10-acre rule) and water well. The property owner may utilize on-site sewage facilities with an authorized permit from Brazoria County Environmental Health Department. Therefore, the Brazoria County Environmental Health Department has no objection to the subdivision of A0590 D L & C CO TRACT 4A6 ACRES 10.904 in Brazoria County, Texas.

Sincerely,

Jodie Vice

Jodie Vice, DR # OS0024815
Director
Brazoria County Environmental Health

WEST BRAZORIA COUNTY DRAINAGE DISTRICT
PRE-CONSTRUCTION LETTER OF NO OBJECTION

PROJECT NAME AND LOCATION: Veronica Cervantes partition at Northeast corner of the intersection of County Roads 20 and 21..

BRIEF DESCRIPTION OF PROJECT: Partition of 10.9035 acres into a 2.900 acre tract and an 8.0035 acre tract. The 2.900 acre tract already has a residence on it...

APPLICANT AND CONTACT INFORMATION (including email): Veronica Cervantes 14626 New Village Drive Willis Texas 77378 281-949-4757 ver_cer2004@yahoo.com

OWNER NAME AND ADDRESS: Same .

GENERAL CONDITIONS:

1. Maintenance of all detention facilities and on-site drainage structures and ditches is the responsibility of the owner/operator of the facility.
2. Drainage improvements must begin in the initial phase of construction.
3. Improvements of the facility are subject to the Maintenance Policy adopted by the District in August 7, 2023.
4. Use of this Letter of No Objection for obtaining plat approval must be exercised within 6 months of the date herein. In order to secure plat approval, submit this letter, along with subdivision plat and legal descriptions to: Megan Cook in Brazoria County Engineer's Office .

AUTHORIZATION:

Randy L. Stroud, P. E. 50839 Firm No F-572, District Engineer

201 South Velasco
Angleton, TX 77515
979-248-0620

Randy L Stroud
Signature

10/06/2025
Date

COPIES TO:
Applicant-Veronica Cervantes
Michael Bendit, District Accountant
Natalie Broaddus, District's Attorney
Section Director- John Phillips
Appropriate Building Official- Megan Cook

KRISTIN R. BULANEK
BRAZORIA COUNTY TAX ASSESSOR-COLLECTOR
111 E. Locust
Angleton, TX 77515
(979) 864-1320

Tax Certificate

Property Account Number:
05900005005

Statement Date:	01/03/2025
Owner:	CERVANTES VERONICA
Mailing Address:	4318 CAMDEN SPRINGS TRAIL PORTER TX 77365

Property Location:	COUNTY ROAD 20 & CR 21
Legal:	A0590 D L & C CO TRACT 4A6 (PT) ACRES 8.004 COUNTY ROAD 20 & CR 21
Acres:	8.004 ACRES

TAX CERTIFICATE FOR ACCOUNT : 05900005005
AD NUMBER: 664403
GF NUMBER:
CERTIFICATE NO : 3196817

FEE : $10.00
DATE : 1/3/2025

COLLECTING AGENCY
Brazoria County
111 E. Locust
Angleton TX 77515

CURRENT VALUES 2,024
APPRAISED VALUE: 197,060
EXEMPTIONS:

REQUESTED BY
CERVANTES VERONICA

4318 CAMDEN SPRINGS TRAIL
PORTER TX 77365

YEAR	TAX UNIT
2024	BC EMERGENCY SERVICES #1
2024	BC EMERGENCY SERVICES #2
2024	BRAZORIA COUNTY
2024	DAMON ISD
2024	PORT FREEPORT
2024	SPECIAL ROAD & BRIDGE
2024	WEST BRAZORIA DRNGE DIST #11

THIS IS TO CERTIFY THAT AFTER A CAREFUL REVIEW OF THE TAX RECORDS, ALL TAXES DUE THE TAX ASSESSOR COLLECTOR OF BRAZORIA COUNTY ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN PAID UP TO AND INCLUDING THE CURRENT YEAR TAXES WITH ANY ABOVE LISTED EXCEPTIONS. THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL VALUATION BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION. SPTB RULE 155.40 (B) PARAGRAPH 6.

ACCOUNT NUMBER: 05900005005 CERTIFICATE NO : 3196817

TOTAL CERTIFIED TAX DUE 1/2025 : $0.00

Signature of Authorized officer of collection office

1-3-25
Date

KRISTIN R. BULANEK
BRAZORIA COUNTY TAX ASSESSOR-COLLECTOR
111 E. Locust
Angleton, TX 77515
(979) 864-1320

Tax Certificate

Property Account Number:
05900005016

Statement Date:	01/03/2025
Owner:	OREGON SAMANTHA & ALEJANDRO
Mailing Address:	GUERRERO 1309 COUNTY ROAD 20 & 21 DAMON TX 77430

Property Location:	0001309 COUNTY ROAD 21
Legal:	A0590 D L & C CO TRACT 4A6 (PT) ACRES 2.9 0001309 COUNTY ROAD 21
Acres:	2.9 ACRES

TAX CERTIFICATE FOR ACCOUNT : 05900005016
AD NUMBER: 710498
GF NUMBER:
CERTIFICATE NO : 3196816

FEE : $10.00
DATE : 1/3/2025

COLLECTING AGENCY
Brazoria County
111 E. Locust
Angleton TX 77515

CURRENT VALUES 2,024
APPRAISED VALUE: 298,630
EXEMPTIONS:

REQUESTED BY
CERVANTES VERONICA

4318 CAMDEN SPRINGS TRAIL
PORTER TX 77365

YEAR	TAX UNIT
2024	BC EMERGENCY SERVICES #1
2024	BC EMERGENCY SERVICES #2
2024	BRAZORIA COUNTY
2024	DAMON ISD
2024	PORT FREEPORT
2024	SPECIAL ROAD & BRIDGE
2024	WEST BRAZORIA DRNGE DIST #11

THIS IS TO CERTIFY THAT AFTER A CAREFUL REVIEW OF THE TAX RECORDS, ALL TAXES DUE THE TAX ASSESSOR COLLECTOR OF BRAZORIA COUNTY ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN PAID UP TO AND INCLUDING THE CURRENT YEAR TAXES WITH ANY ABOVE LISTED EXCEPTIONS. THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL VALUATION BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION. SPTB RULE 155.40 (B) PARAGRAPH 6.

ACCOUNT NUMBER: 05900005016 CERTIFICATE NO : 3196816

TOTAL CERTIFIED TAX DUE 1/2025 : **$0.00**

STATE OF TEXAS
COUNTY OF BRAZORIA

Sandy Rodriguez
Signature of Authorized officer of collection office

1-3-25
Date

NOTES

1. ALL BEARINGS SHOWN HEREON ARE REFERENCED TO A PRIOR DEED CONVEYED UNTO VERONICA CERVANTES, RECORDED IN COUNTY CLERK'S FILE NO. 2019053969 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF INFORMATION CONTAINED IN A TITLE REPORT FOR THE REQUEST OF THE CLIENT. SURVEYOR HAS NOT INDEPENDENTLY ABSTRACTED THIS SURVEY IS CERTIFIED TO VERONICA CERVANTES FOR THIS TRANSACTION ONLY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
3. THERE ARE NO NATURAL DRAINAGE COURSES IN SUBJECT PROPERTY.

LEGEND

FENCE
METAL & WIRE
CONCRETE
COVERED AREA
OVERHEAD UTILITY LINES
WOOD DECK
GRAVEL
STEPS
ASPHALT
POWER POLE
SEPTIC LOS
ELECTRIC METER
WATER WELL

LEGAL DESCRIPTION: LOT 44A6: A TRACT OF LAND CONTAINING 8.0035 ACRES (348,632 SQUARE FEET) SITUATED IN THE DAY LAND AND CATTLE CO. SURVEY, ABSTRACT 580, BRAZORIA COUNTY, TEXAS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS ATTACHED.

LOT 44A8: A TRACT OF LAND CONTAINING 2.8000 ACRES (126,324 SQUARE FEET) SITUATED IN THE DAY LAND AND CATTLE CO. SURVEY, ABSTRACT 580, BRAZORIA COUNTY, TEXAS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS ATTACHED.

SURVEYOR'S CERTIFICATE: I HEREBY CERTIFY, THAT THE PLAT REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, THAT ALL CORNERS SHOWN THEREON ARE PROPERLY MARKED AS DESCRIBED, AND THAT THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON.

STATE OF TEXAS
RICHARD RUSSELL
5148
REGISTERED PROFESSIONAL LAND SURVEYOR

REVISED(CALL): 7/11/2025

Survey 1, Inc.
Your Land Survey Company
Firm Registration No. 100726-00
P.O. Box 2543 | Alvin, TX 77512 | (281)393-1382
www.survey1inc.com
survey1@survey1inc.com

CLIENT:	VERONICA CERVANTES		
ADDRESS:	1308 COUNTY ROAD 20 AND 21		
		FIELD CREW:	TECH:
		DRAFTER: MH/AB	FINAL CHECK: EF
		DATE: 04-11-25	JOB #: 4-149349-25

LOT 4A6A
DESCRIPTION OF A TRACT OF LAND CONTAINING
8.0035 ACRES (348,632 SQUARE FEET) SITUATED
IN THE DAY LAND AND CATTLE CO. SURVEY, ABSTRACT 590
BRAZORIA COUNTY, TEXAS

Being a tract of land containing 8.0035 acres (348,632 square feet), situated in the Day Land and Cattle Co. Survey, Abstract 590, Brazoria County, Texas, being part of a called 10.904 acre tract of land conveyed unto Veronica Cervantes, as recorded under County Clerk's File No. 2016010996, of the Official Records of Brazoria County, Texas. Said 8.0035-acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a point at the intersection of the centerline of County Road 21 (60 feet wide, also known as Schlitskus Road) and Weinbrenner Road (60 feet wide) for the southwest corner of said Day Land and Cattle Co. Survey and the southwest corner of the said tract herein described;

THENCE North 03°27'09" West, along the centerline of said Weinbrenner Road, a distance of 540.91 feet to the northwest corner of the said tract herein described;

THENCE North 86°36'47" East, passing a found 1/2-inch iron rod with a cap marked "W.E. WILSON RPLS 4652) in the east right-of-way line of said Weinbrenner Road, for reference at a distance of 30.14 feet, continuing for a total distance of 635.31 feet to a found 1/2-inch iron rod with a cap marked "SURVEY 1" for the northeast corner of the said tract herein described;

THENCE South 03°27'09" East, passing a found 1/2-inch iron rod with a cap marked "SURVEY 1" in the north right-of-way line of said County Road 21, for reference at a distance of 526.61 feet, continuing for a total distance of 556.61 feet to a point in the centerline of said County Road 21, for the southeast corner of the said tract herein described;

THENCE South 88°01'43" West, along the centerline of said County Road 21, a distance of 635.52 feet to the POINT OF BEGINNING and containing 8.0035 acres (348,632 square feet), more or less.

Note: This metes and bounds description is referenced to a survey drawing prepared by Survey 1, Inc. (Firm Registration No. 100758-00) dated April 11, 2025, job number 4-149349-25.

LOT 4A6B
DESCRIPTION OF A TRACT OF LAND CONTAINING
2.900 ACRES (126,324 SQUARE FEET) SITUATED
IN THE DAY LAND AND CATTLE CO. SURVEY, ABSTRACT 590
BRAZORIA COUNTY, TEXAS

Being a tract of land containing 2.900 acres (126,324 square feet), situated in the Day Land and Cattle Co. Survey, Abstract 590, Brazoria County, Texas, being part of a called 10.904 acres tract of land conveyed unto Veronica Cervantes by deed as recorded under County Clerk's File No. 2016010996 of the Official Records of Brazoria County, Texas. Said 2.900-acre tract being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the centerline of County Road 21 (60 feet wide, also known as Schlitskus Road) and Weinbrenner Road (60 feet wide) for the southwest corner of said Day Land and Cattle Co. Survey, and the southwest corner of said Cervantes Tract;

THENCE North 88°01'43" East, a distance of 635.52 feet to a point in the centerline of County Road 21 for the POINT OF BEGINNING and the southwest corner of the said tract herein described;

THENCE North 03°27'09" West, passing a found 1/2-inch iron rod with cap marked "SURVEY 1", for reference, in the north right-of-way line of said County Road 21, at a distance of 30.01 feet and continuing for a total distance of 556.61 feet to a set 1/2-inch iron rod with cap marked "SURVEY 1" in the north line of said Cervantes Tract, for the northwest corner of the said tract herein described;

THENCE North 86°36'47" East, a distance of 225.82 feet to a found 1/2-inch iron rod with cap marked "W.E. WILSON RPLS 4652" for the northeast corner of said Cervantes Tract and the northeast corner of the said tract herein described;

THENCE South 03°27'09" East, passing a found 1/2-inch iron rod with cap marked "W.E. WILSON RPLS 4652", for reference, in the north right-of-way line of said County Road 21, at a distance of 532.18 feet and continuing for a total distance of 562.19 feet to a point in the centerline of said County Road 21 and the south line of said Day Land and Cattle Co. Survey, for the southeast corner of said Cervantes Tract and the southeast corner of the said tract herein described;

THENCE South 88°01'43" West, centerline of said County Road 21, the south line of said Day Land and Cattle Co. Survey and the south line of said Cervantes Tract, a distance of 225.90 feet to the POINT OF BEGINNING and containing 2.900 acres (126,324 square feet), more or less.

Note: This metes and bounds description is referenced to a survey drawing prepared by Survey 1, Inc. (Firm Registration No. 100758-00) dated April 11, 2025, job number 4-149349-25.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.14. **11/18/2025**

Interlocal Agreement with Drainage District No. 4 (Precinct 2)

Approve the attached Interlocal Agreement with Drainage District No. 4 inadvertently omitted from Court Order No. H.23 dated September 9, 2025.

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

Docusign Envelope ID: 45AEAE4F-A185-4A7D-BE75-9AE1D199605E

INTERLOCAL AGREEMENT BETWEEN BRAZORIA COUNTY, TEXAS, AND BRAZORIA DRAINAGE DISTRICT NO. 4

This Interlocal Agreement (this "Agreement") is made effective as of the Effective Date (as defined below), by and between BRAZORIA COUNTY, TEXAS, acting through its Commissioners Court (the "County"), and the BRAZORIA DRAINAGE DISTRICT NO. 4, herein after referred to as (the "DISTRICT"). The District and the County may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, The Interlocal Cooperation Act, Texas Government Code § 791.001 *et seq.*, authorizes the District to enter into an interlocal agreement with the County subject to the conditions and limitations of this Agreement; and

WHEREAS, Drainage District warrants that its Board of Commissioners approved this Agreement on September 9, 2025.

WHEREAS, County warrants that its Commissioners Court approved this Agreement by Court Order No. H.23 dated 9.9.25, authorizing its County Judge to execute it on the County's behalf, and specifically approving the Project listed in this Interlocal Agreement.

NOW, THEREFORE, the County and the District agree as follows:

1. **Payments from Current Revenues**. Each Party paying for the performance of governmental functions or services agrees to make those payments from current revenues available to that paying Party.

2. **Term**. This Agreement shall commence on the Effective Date and shall terminate under the conditions set forth herein.

3. **Project**. County Road 190 Pavement Sloping of approximately 250 linear feet under bridge in three areas as shown in the attached Exhibit C. ("Project").

4. **County's Covenants**. County shall be responsible for the following pertaining to the Project:

   a. Reimburse the District in one lump sum payment as itemized on attached Exhibit B. upon completion of the Project.

5. **District's Covenants**. District shall be responsible for the following pertaining to the Project.

   a. Administer the Project including all required inspections during construction.
   b. Serve as the primary contact in all matters pertaining to the Project and the conduit for communication between the Contractor and the County.

c. Pay Contractor directly for the Project.

6. **Independent Contractor**. The Parties intend the District, 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 District.

7. **Fair Compensation**. The Parties acknowledge and agree that each of the payments contemplated by this Agreement fairly compensate the performing Party.

8. **Termination**. At any time and for any reason, either Party may terminate this Agreement by providing thirty (30) days' written notice of termination to the other Party.

9. **Funding**. The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's ***sole and exclusive remedy*** shall be to terminate this Agreement.

10. **No Joint Enterprise**. The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.

11. **Venue and Applicable Law**. This Agreement is subject to all present and future valid laws, orders, rules, ordinances, and regulations of the United States of America, the State of Texas, the Parties, and any other regulatory body having jurisdiction. This Agreement shall be construed and governed according to the laws of the State of Texas. The sole venue for any action, controversy, dispute, or claim arising under this Agreement shall be ***exclusively*** in a court of appropriate jurisdiction in Brazoria County, Texas.

12. **Public Information**. This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552 *et seq.*, as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

13. **No Third-Party Beneficiaries**. This Agreement is entered solely by and between the Parties, 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.

14. **No Personal Liability**. 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.

15. **No Indemnification by District or County**. The Parties expressly acknowledge that the District's and the County's authority to indemnify and hold harmless any third party is

governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the District or the County is invalid. Nothing in this Agreement requires that either the District or County incur debt, assess or collect funds, or create a sinking fund.

16. **Sovereign Immunity Acknowledged and Retained**. **THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE DISTRICT AND THE COUNTY RETAIN ALL GOVERNMENTAL IMMUNITIES.**

17. **No Assignment**. This Agreement shall not be assigned by either Party without the express written consent of the other Party.

18. **Entire Agreement**. This Agreement, including the exhibits, contains the entire agreement between the District and the County pertaining to the project contemplated hereby and fully supersedes all prior agreements and understandings between the District and the County pertaining to such transaction.

19. **Modification**. The Agreement cannot under any circumstance by modified orally, and no agreement shall be effective to waive, change, modify, or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by both the District and the County.

20. **Effective Date**. The Effective Date of this Agreement shall be the date on which the second of the two Parties executes this Agreement.

[signature page follows]

AGREED and SIGNED to be effective as of the Effective Date.

COUNTY:

BRAZORIA COUNTY, TEXAS

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

DATED: Sep 10, 2025

DISTRICT:

BRAZORIA DRAINAGE DISTRICT NO. 4

By: Jeffrey H. Brennan
Jeff Brennan
Chairman

DATED: Sept. 9, 2025

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.15. **11/18/2025**

Interlocal Agreement with the City of Surfside No. IS26-0007

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

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

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

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 SURFSIDE
IS26-0007

This Agreement is made between BRAZORIA COUNTY and the CITY OF SURFSIDE 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 Mayor or City Manager acting pursuant to authorizations of its City Council.

1.08 Nothing herein shall be constructed to make either party purchaser or consumer of goods or services from the other.

1.09 Nothing herein shall be constructed to create any rights in third parties.

1.10 Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

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

By: _____

CITY OF SURFSIDE

MAYOR

Date signed: 10/29/25

By: _____

BRAZORIA COUNTY

COUNTY JUDGE

Date signed: _____

Village of Surfside Beach
Interlocal Agreement Project Request Summary FY-26

DO NOT ALTER THIS FORM OR ADD ADDITIONAL LINES

	STREET/LOCATION	LIMITS (TO – FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects and/or Ditch Digging ONLY)	*FOR OFFICE USE ONLY*
1	Ft Velasco	Hwy 332 to Parkview	5189'	20'	Overlay	
2	Texas	Beach Dr. to Surf Dr	2165'	18.5'	Overlay	
3	Thunder	Monument Dr. to Surf Dr.	1908'	18.5'	Overlay	
4	Starfish	Treaty Dr. to Beach Dr.	1239'	18.5'	Overlay	

Note: Must have Mayoral approval

10,501' = 1.9 Mile

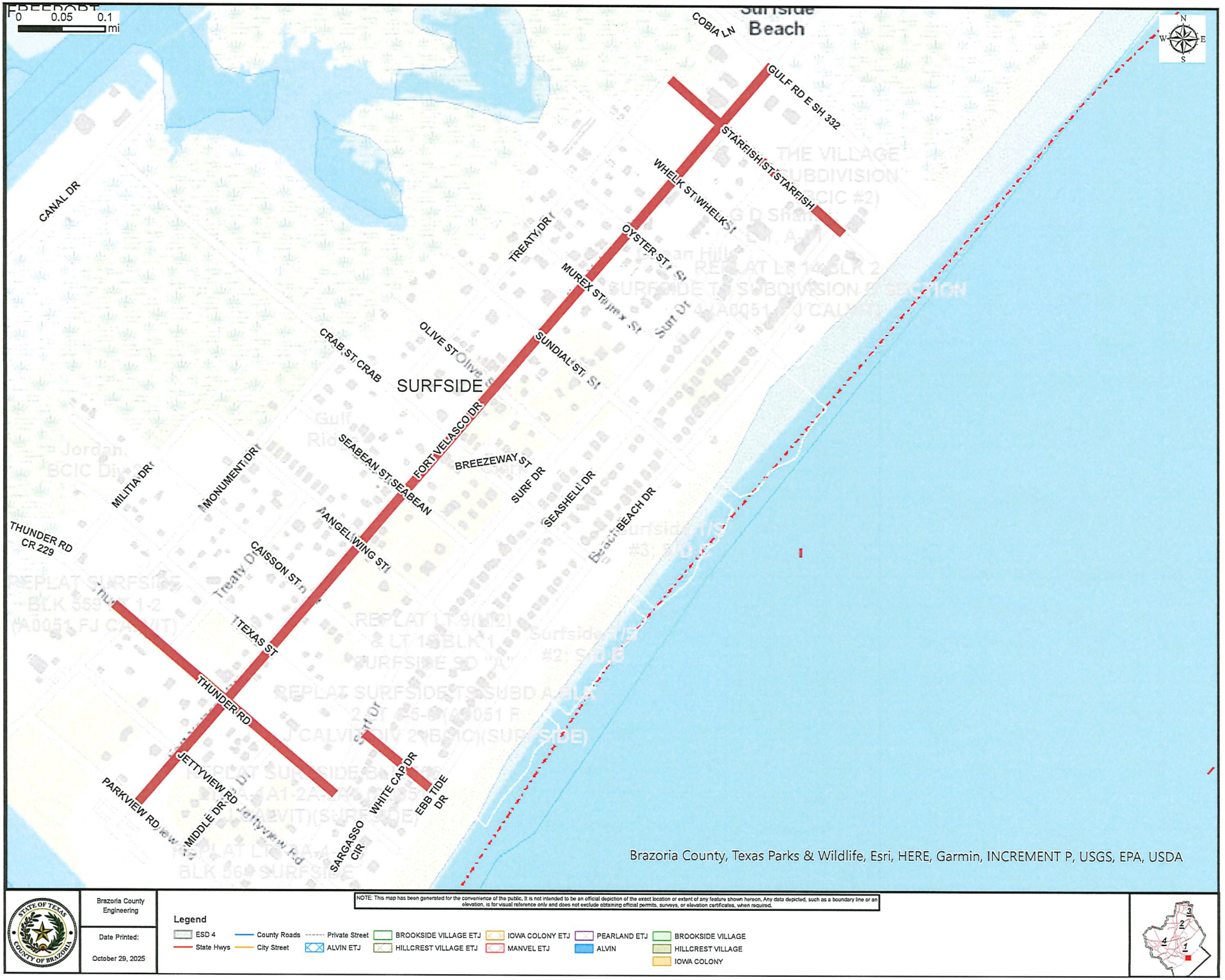
Return to: County Engineer's Office
Engineer-interlocals@brazoriacountytx.gov

J Simmons
RECEIVED
OCT 28 2025
Engineering Dept.

Approved By: Mayor

Date 10/29/25

Exhibit 'A'



Brazoria County Engineering

Date Printed: October 29, 2025

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.

Legend

ESD 4
State Hwys
County Roads
City Street
Private Street
ALVIN ETJ
BROOKSIDE VILLAGE ETJ
HILLCREST VILLAGE ETJ
IOWA COLONY ETJ
MANVEL ETJ
PEARLAND ETJ
ALVIN
BROOKSIDE VILLAGE
HILLCREST VILLAGE
IOWA COLONY

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.16. **11/18/2025**

Ratify Declaration Regarding State Highway 332 Terminus and East Groin Construction

The Court ratifies the attached Agreement regarding the terminus of State Highway 332 and the proposed construction of the east groin at the beach within the Village.

Further, County Judge's signature is hereby authorized and ratified.

Further, a copy of the Order be provided to the Engineer Department.

October 21, 2025

Via Certified Mail and Email

Coastal Resources Division
Coastal Protection Department
Texas General Land Office
1700 N. Congress Avenue
Austin, TX 78701-1495

Re: Declarations Regarding Hwy 332 Terminus and East Groin Construction

Dear Coastal Resources Division:

The undersigned governmental entities hereby provide this joint declaration for the purpose of confirming the respective positions of the Texas Department of Transportation (TxDOT), Brazoria County, and the Village of Surfside Beach, with respect to the terminus of State Highway 332 ("Hwy 332") and the proposed construction of the east groin at the beach within the Village:

(REMAINDER OF PAGE BLANK)

1304 Monument Dr. Surfside, TX 77541 * (979)233-1531 Fax: (979)373-0699 * www.surfsidetx.org

1. Texas Department of Transportation (TxDOT)

The Texas Department of Transportation confirms that it:

- Does **not own** the Hwy 332 terminus or any associated right-of-way beginning at the line of mean high or higher water ("MHHW"), as established under a coastal boundary survey, which marks the boundary where state-owned submerged land begins;
- Does **not assert any claim of ownership, jurisdiction, or other servitude** over Hwy 332 as it terminates within the Village or over any associated right-of-way above the MHHW line; and
- Does **not object** to the construction of that portion of the east groin that will lie landward of the MHHW line.

I, **MARIA APONTE**, Texas Department of Transportation Houston Engineering District Brazoria Area Office Engineer, hereby affirm that I have the authority to bind the Texas Department of Transportation to the above statements and confirmations and agree to the same. I further agree that this joint declaration will be countersigned by the Texas Department of Transportation, Brazoria County, and the Village of Surfside Beach, and that each copy of the countersigned letter will be treated as the original for all purposes.

_____

MARIA APONTE
DATED: _____

(REMAINDER OF PAGE BLANK)

1304 Monument Dr. Surfside, TX 77541 * (979)233-1531 Fax: (979)373-0699 * www.surfsidetx.org

2. Brazoria County

Brazoria County confirms that it:

- Is **not claiming ownership, jurisdiction, or right-of-way interest** in Hwy 332 as it terminates within the Village;
- Holds **no rights** in or over this road terminus or associated right-of-way above MHHW; and
- Does **not object** to the construction of that portion of the east groin that will lie landward of the MHHW line.

I, **L.M. "Matt" Sebesta, Jr.**, County Judge, of Brazoria County, Texas, hereby affrim that I have the authority to bind Brazoria County to the above statements and confirmations and agree to the same. I further agree that this joint declaration will be countersigned by the Texas Department of Transportation, Brazoria County, and the Village of Surfside Beach, and that each copy of the countersigned letter will be treated as the original for all purposes.

A, JR.
UDGE

DATED: November 3, 2025

Further, I, Mary Shine, Representative of the Brazoria County District Attorney's Office, Brazoria County, Texas, hereby affirm that I have the authority to bind the Brazoria County District Attorney's Office to the above statements and confirmations and agree to the same. I further agree that this joint declaration will be countersigned by the Texas Department of Transportation, Brazoria County, and the Village of Surfside Beach, and that each copy of the countersigned letter will be treated as the original for all purposes.

Mary Shine

Mary Shine

DATED: November 3, 2025

(REMAINDER OF PAGE BLANK)

1304 Monument Dr. Surfside, TX 77541 * (979)233-1531 Fax: (979)373-0699 * www.surfsidetx.org

3. Village of Surfside Beach

The Village of Surfside Beach confirms that it:

- Has historically **managed and maintained** the section of Hwy 332 as it terminates within the Village above the MHHW line;
- Therefore, the Village **asserts ownership** of this parcel above the MHHW line; and
- **Grants permission** for the construction of that portion of the east groin that will lie landward of the MHHW line.

I, **MAYOR ZACH PARSCH**, Mayor of the Village of Surfside Beach, Brazoria County, Texas, hereby affirm that I have the authority to bind the Village of Surfside Beach to the above statements and confirmations and agree to the same. I further agree that this joint declaration will be countersigned by the Texas Department of Transportation, Brazoria County, and the Village of Surfside Beach, and that each copy of the countersigned letter will be treated as the original for all purposes.

MAYOR ZACH PARSCH
DATED: 10/21/25

(REMAINDER OF PAGE BLANK)

1304 Monument Dr. Surfside, TX 77541 (979)233-1531 Fax: (979)373-0699 www.surfsidetx.org

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.17. **11/18/2025**

Interlocal Agreement with the City of Lake Jackson No. IS26-0004

Interlocal Agreement with the City of Lake Jackson to grade all ditches 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 the City agrees to the terms of the attached Agreement.

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 LAKE JACKSON
IS26-0004

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

RECITALS

WHEREAS, the CITY wishes to have ditches graded as outlined on Exhibit "A"; and

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

WHEREAS, the COUNTY has agreed to utilize Brazoria County Road & Bridge equipment and employees to perform this work pursuant to the authority of Tex. Transp. Code §251.015, and the Interlocal Cooperation Act, Tex. Gov. Code Sec. 791.001 et. Seq., subject to the conditions and limitations of this Agreement;

NOW THEREFORE, the CITY and COUNTY agree as follows:

1.01 COUNTY agrees to supply such equipment as may be necessary together with operators to perform work as requested on Exhibit "A"; with the exception of a long reach excavator to be supplied by CITY.

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

1.03 The parties intend that COUNTY, in performing such services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. COUNTY is not considered an agent or employee of CITY.

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

1.05 COUNTY does not warrant the suitability for this project of any material purchased by CITY from a third party which maintains a continuing contract with COUNTY. Any cost estimate made connection with this project is only an estimate and is not warranty of the final cost of the project.

1.06 To the extent permitted by law, CITY agrees to assume the risk of, fully indemnify, hold harmless and defend COUNTY, its agent, officers and employees from any and all loss, damage, cost demands and causes of action of any manner from the performance of the above referenced work.

1.07 COUNTY executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court so authorizing, and the CITY executes this Agreement by and through the Mayor or City Manager acting pursuant to authorizations of its City Council.

1.08 Nothing herein shall be constructed to make either party purchaser or consumer of goods or services from the other.

1.09 Nothing herein shall be constructed to create any rights in third parties.

1.10 Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

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

By: _____

CITY OF LAKE JACKSON

MAYOR

Date signed: NOVEMBER 3, 2025

By: _____

BRAZORIA COUNTY

COUNTY JUDGE

Date signed: _____

City of Lake Jackson
Interlocal Agreement Project Request Summary FY-26

DO NOT ALTER THIS FORM OR ADD ADDITIONAL LINES

STREET/LOCATION	LIMITS (TO – FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects and/or Ditch Digging ONLY)	*FOR OFFICE USE ONLY*
LOCATION 1: Nursing Home Ditch Ditch Digging Request	Garland Drive to Flag Lake Drive	± 620 LF	± 5 FT bottom 30-FT ROW	Verify outlet flow line. Sweep ditch bottoms. Reshape sides where possible.	
LOCATION 2: Sunrose Ditch Ditch Digging Request	Dow Research Ditch to VDD Plantation Village Channel	± 1,535 LF	± 25 FT bottom 105-FT to 110-FT ROW	Sweep ditch bottoms. Reshape sides where possible.	
LOCATION 3: Banyan Ditch Ditch Digging Request	Wedgewood Street to Banyan Street	± 2,860 LF	±12 to 20 FT bottom 50-FT to 70-FT ROW	Sweep ditch bottoms. Reshape sides where possible. • Note: City will incur cost of rental of Long Reach Excavator for this location	
LOCATION 4: Petunia Ditch Ditch Digging Request	FM 2004 to Driftwood Street	± 6,020 LF	± 8 to 20 FT bottom 30-FT to 90-FT ROW	Sweep ditch bottoms. Reshape sides where possible.	

Note: Must have Mayoral approval

± 11,035' = 2.09 mi

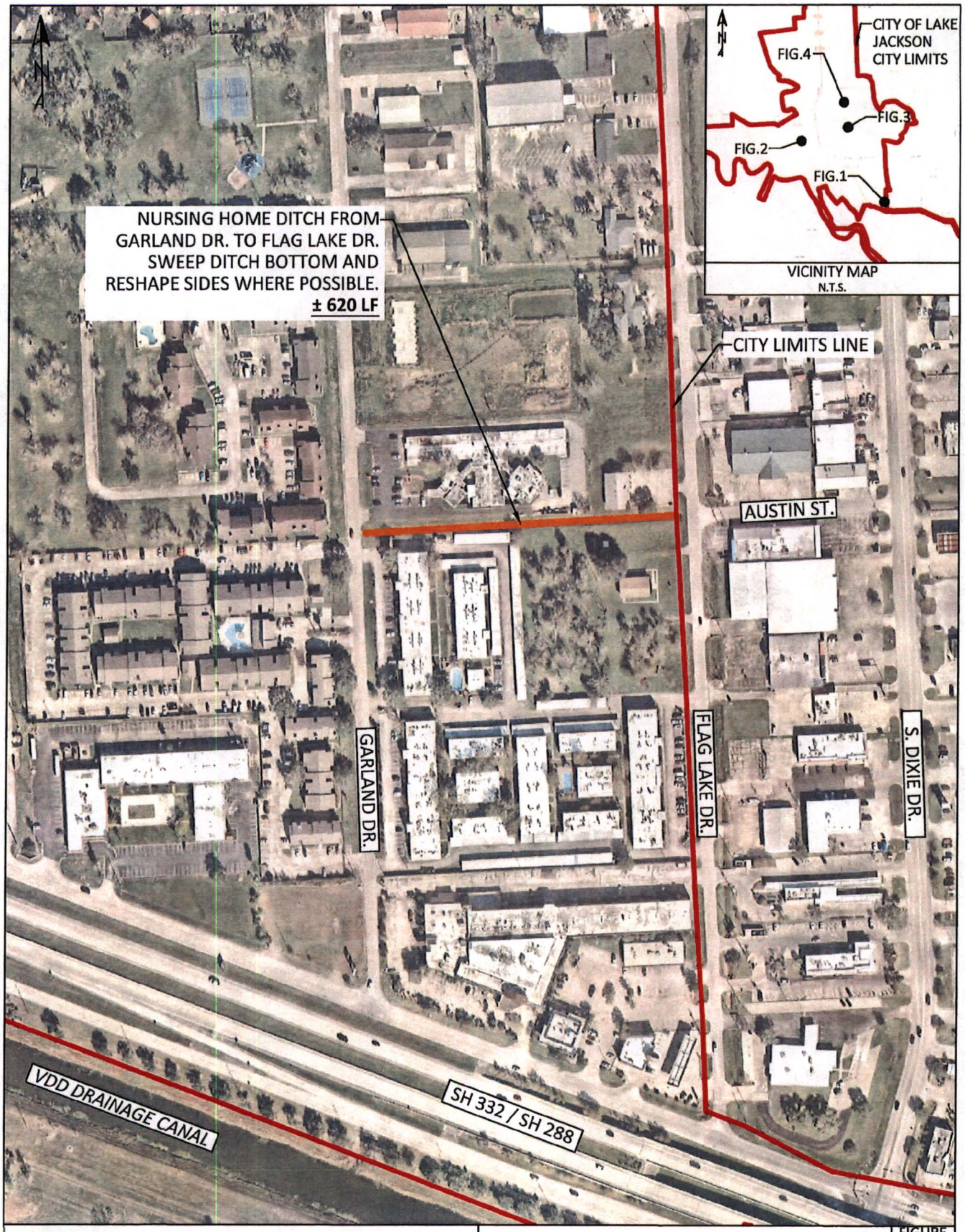
Return to: County Engineer's Office
Engineer-interlocals@brazoriacountytx.gov

J Simmons
RECEIVED
OCT 22 2025
Engineering Dept.

Approved By: Mayor

10/29/2025
Date

Exhibit 'A'

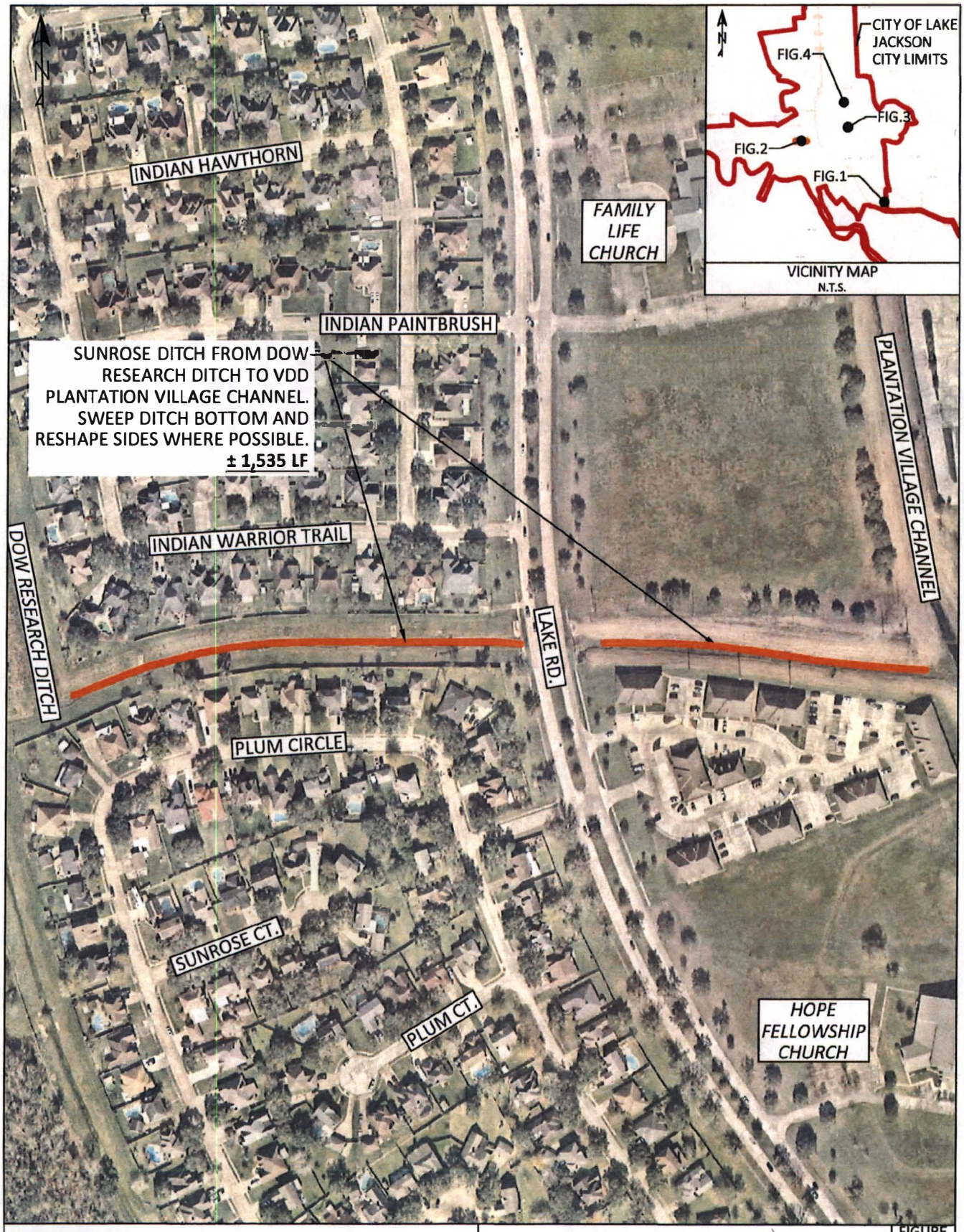


NURSING HOME DITCH
CITY OF LAKE JACKSON, TEXAS

PROJECT NO.: FY-26
BRAZORIA COUNTY
INTERLOCAL REQUEST

0 250 500 Feet
SCALE: 1" = 250'

FIGURE **1**
09/15/25

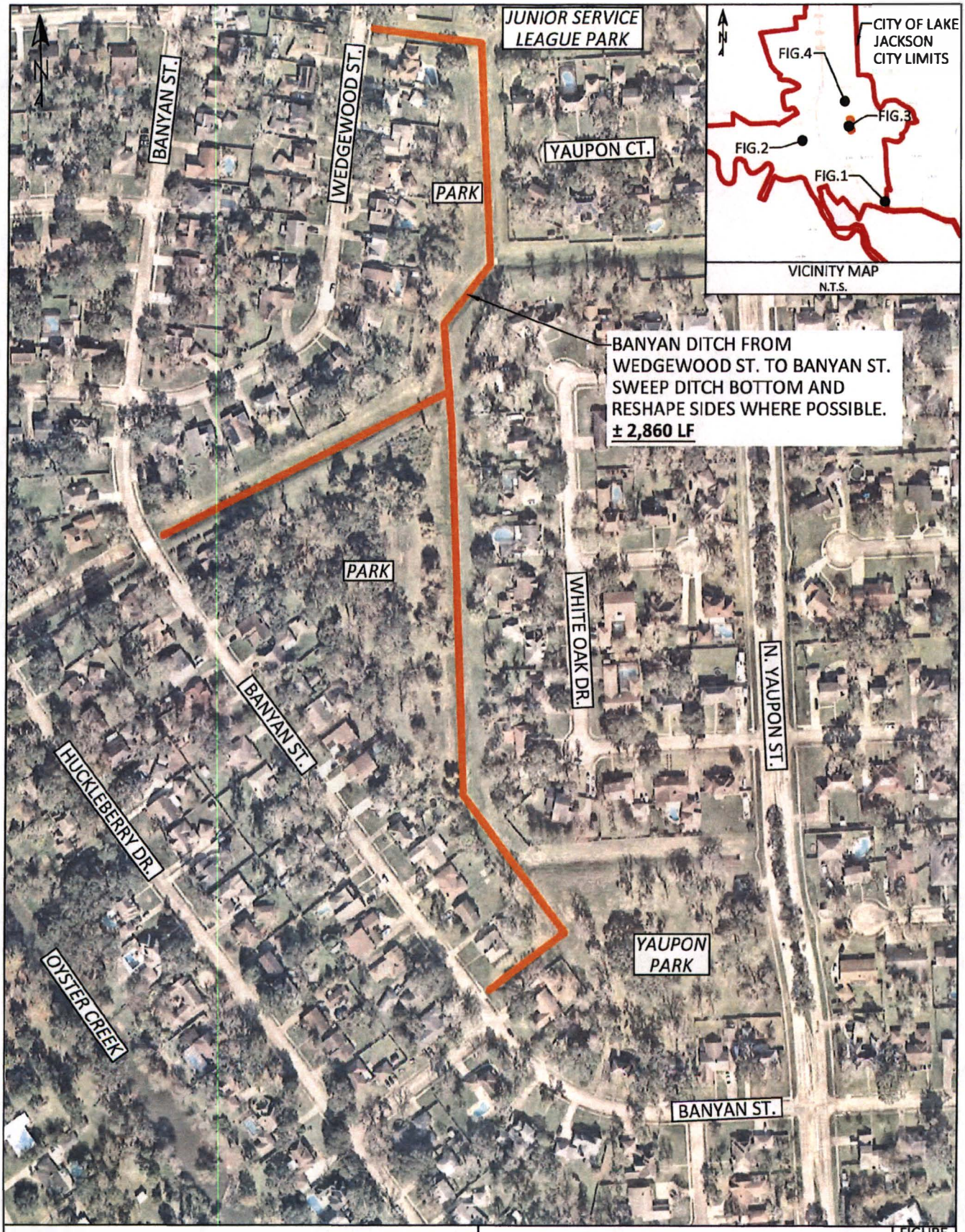


SUNROSE DITCH
CITY OF LAKE JACKSON, TEXAS

PROJECT NO.: FY-26
BRAZORIA COUNTY
INTERLOCAL REQUEST

0 250 500 Feet
SCALE: 1" = 250'

FIGURE **2**
09/15/25



BANYAN DITCH

CITY OF LAKE JACKSON, TEXAS

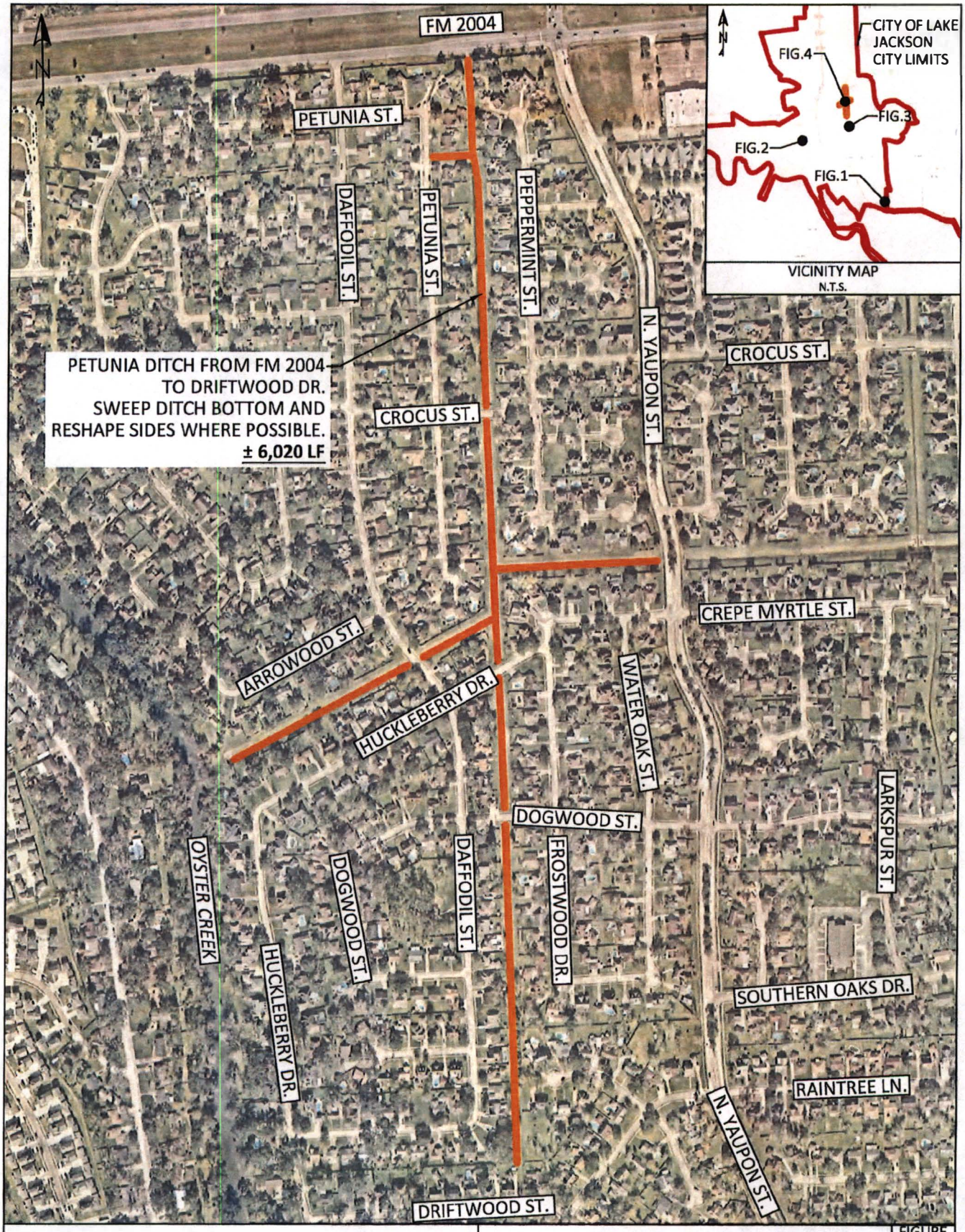
PROJECT NO.: FY-26
BRAZORIA COUNTY
INTERLOCAL REQUEST

0 250 500 Feet

SCALE: 1" = 250'

FIGURE 3

09/15/25



PETUNIA DITCH
CITY OF LAKE JACKSON, TEXAS

PROJECT NO.: FY-26
BRAZORIA COUNTY
INTERLOCAL REQUEST

0 500 1000 Feet
SCALE: 1" = 500'

FIGURE **4**
09/15/25

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.18. **11/18/2025**

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

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

CITY OF LIVERPOOL
Culvert Set - 8518 River Haven

CITY OF RICHWOOD
Culvert Set - 33602 Blue Marlin

IB26-LI
(LIVERPOOL)
City ID Code 272

172

Tricia Simmons

From: Catherine Long <catherine.long@liverpooltx.gov>
Sent: Tuesday, November 4, 2025 11:38 AM
To: ENGINEER INTERLOCALS
Cc: Lowell Matheny
Subject: [EXTERNAL] Work order for 8518 River Haven - Culvert

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning, Mayor Matheny would like to turn in the following work order.

Place culverts at:

8518 River Haven
Chris Garrett
979-481-4346
8 culverts
12" in dia.

If there is anything else that you may need from me, please feel free to contact me.

Thank you and have a great day. ☺

**PLEASE NOTE EMAIL ADDRESS CHANGE: catherine.long@liverpooltx.gov.

Catherine Long, TMRC, CCCII
City Secretary
Court Adminstrator
City of Liverpool
Municipal Court
Phone: 281-581-2342
Cell: 346-370-2959
www.cityofliverpooltexas.com

ATTENTION PUBLIC OFFICIALS!
A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act, Please reply only to the sender. This information, and any communication between any person and a city official, may be subject to the Public Information Act and subject to inspection by th

C/1

AGREED _____
Brazoria County Engineer
Date Approved 11-18-25 Date Completed _____
WO# _____
COMMENTS
_____
_____
_____
_____

--CONFIDENTIALITY NOTICE--
Information in this communication is confidential and is i
which it is addressed. It may contain information that is

IB26-RI
(RICHWOOD)
City ID Code 733

173

Tricia Simmons

From: Laura Tyner <ltyner@richwoodtx.gov>
Sent: Thursday, November 6, 2025 11:08 AM
To: ENGINEER INTERLOCALS
Cc: Kaytee Ellis
Subject: [EXTERNAL] 33602 Blue Marlin Dr, Richwood Texas 77515

Good Morning

Please put on the agenda to set culverts.

33602 Blue Marlin Dr, Richwood Tx 77515
24 inch diameter culverts
3 Culverts
Ronnie Franks
979-529-8404

Thank you,

Laura Tyner
Accounting Associate and Permitting Coordinator
The City of Richwood
1800 Brazosport Blvd N
Richwood, Tx 77531
Email: ltyner@richwoodtx.gov
Phone: 979-265-2082

This message has been prepared or disseminated using resources owned by Brazoria County and is subject to the County's policies on the use of County provided technology. E-mail created or received through the County's computer system by any County employee or official may be considered a public record, subject to public inspection under the laws of the State of Texas.

AGREED _____
Brazoria County Engineer
Date Approved 11-18-25 Date Completed _____
WO# _____
COMMENTS
_____
_____
_____
_____
_____

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.19. **11/18/2025**

City of Iowa Colony - Release of Platted Roads from Extraterritorial Jurisdiction (ETJ)

Whereas, the owner of all lots located within Bel Grand Estates Subdivision, a Brazoria County subdivision and filed in the County Clerk's File No. 2005-027928, has filed a petition of removal from the City of Iowa Colony's extraterritorial jurisdiction (ETJ); and

Whereas, the Bel Grand Estates Subdivision contains public rights-of-way for roadway purposes which should be removed from the City's ETJ simultaneously as the lots.

Therefore, the Court hereby authorizes providing the City of Iowa Colony a letter of no objection and/or a request to remove the public rights-of-way located in the platted subdivision from the City's ETJ.

Further, that the County Judge, on behalf of Brazoria County, be authorized to sign the letter and any other documents pertaining to the removal of public rights-of-way located within Bel Grand Estates Subdivision from the City's ETJ.

It is further ordered that a certified copy of this order be delivered to the County Engineer.

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

Lacey Powell
Chief of Staff

Brazoria County

November 18, 2025

City of Iowa Colony
3144 Meridiana Pkwy
Iowa Colony, Texas 77583

RE: Bel Grand Estates Subdivision
Petition for Release of Property from ETJ by Roberto Estrada, Jr. and Mary Estrada Letter of No Objection/Request to Release Public Rights-of-Way

Dear Council:

Brazoria County has been provided Mr. and Mrs. Estrada's Petition for Release of Property located in Iowa Colony's extraterritorial jurisdiction ("ETJ"). Bel Grand Estates Subdivision was platted in 2005. The road rights-of-way were dedicated to the public. Mr. and Ms. Estrada own all lots located within the subdivision and have indicated their intent is to combine all lots to create one large tract of land and not sell the individual lots. Thus, the subdivision road rights-of-way located in the City's ETJ need to simultaneously be released from the City's ETJ at the time the lots are removed.

Thus, Brazoria County provides its "no objection" to the removal of Bel Grand Estates Subdivision road rights-of-way located in the City's ETJ at the time of the approval of the Estradas' Petition for Removal. In the alternative, the County requests that the subdivision road rights-of-way be removed from the City's ETJ when the City approves the Petition.

Sincerely,

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

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

Lacey Powell
Chief of Staff

Brazoria County

November 18, 2025

City of Iowa Colony
3144 Meridiana Pkwy
Iowa Colony, Texas 77583

RE: Bel Grand Estates Subdivision
Petition for Release of Property from ETJ by Roberto Estrada, Jr. and Mary Estrada Letter of No Objection/Request to Release Public Rights-of-Way

Dear Council:

Brazoria County has been provided Mr. and Mrs. Estrada's Petition for Release of Property located in Iowa Colony's extraterritorial jurisdiction ("ETJ"). Bel Grand Estates Subdivision was platted in 2005. The road rights-of-way were dedicated to the public. Mr. and Ms. Estrada own all lots located within the subdivision and have indicated their intent is to combine all lots to create one large tract of land and not sell the individual lots. Thus, the subdivision road rights-of-way located in the City's ETJ need to simultaneously be released from the City's ETJ at the time the lots are removed.

Thus, Brazoria County provides its "no objection" to the removal of Bel Grand Estates Subdivision road rights-of-way located in the City's ETJ at the time of the approval of the Estradas' Petition for Removal. In the alternative, the County requests that the subdivision road rights-of-way be removed from the City's ETJ when the City approves the Petition.

Sincerely,

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

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.20. **11/18/2025**

Close, Vacate, and Abandon Part of a Public Road and Its Rights-of-Way of Record in Abstract 44 (Precinct 4)

Whereas, the Court finds that the requisites of Texas Transportation Code 251.051 - Closing, Vacating and Abandoning Public Road - have been met in regards to a portion of a Public Road and its right-of-way identified in Volume 882, Page 117 in the Deed Records of Brazoria County, within an unrecorded Subdivision of the Edward R. Bradley Survey, Abstract 44; and

Whereas, a called 191.3934 acre parcel out of the Edward R. Bradley Survey, Abstract No. 44, in Brazoria County, Texas, County Clerk's Document No. 2016058645 of the Brazoria County Clerk's Records, includes part of a 300-acre tract known as Tract 11, recorded in Volume 52, Page 89 of the Deed Records of Brazoria County, as are currently divided by certain public rights-of-way; and

Whereas, Johnny E. Koehler, the current owner of the tracts of land that abut said public rights-of-way, in the unrecorded subdivision of the E Bradley Survey, Abstract 44, Brazoria County, Texas being that certain 191.3934 acre parcel out of Tract 11 recorded in Volume 52, Page 89, Deed Records, Brazoria County, Texas; and

Whereas, each of the above owners has submitted written requests for the abandonment of the 60' rights-of-way located between the tracts; and Whereas, the 60' in width public rights-of-way are not being used for access to any adjoining properties; and

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

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

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

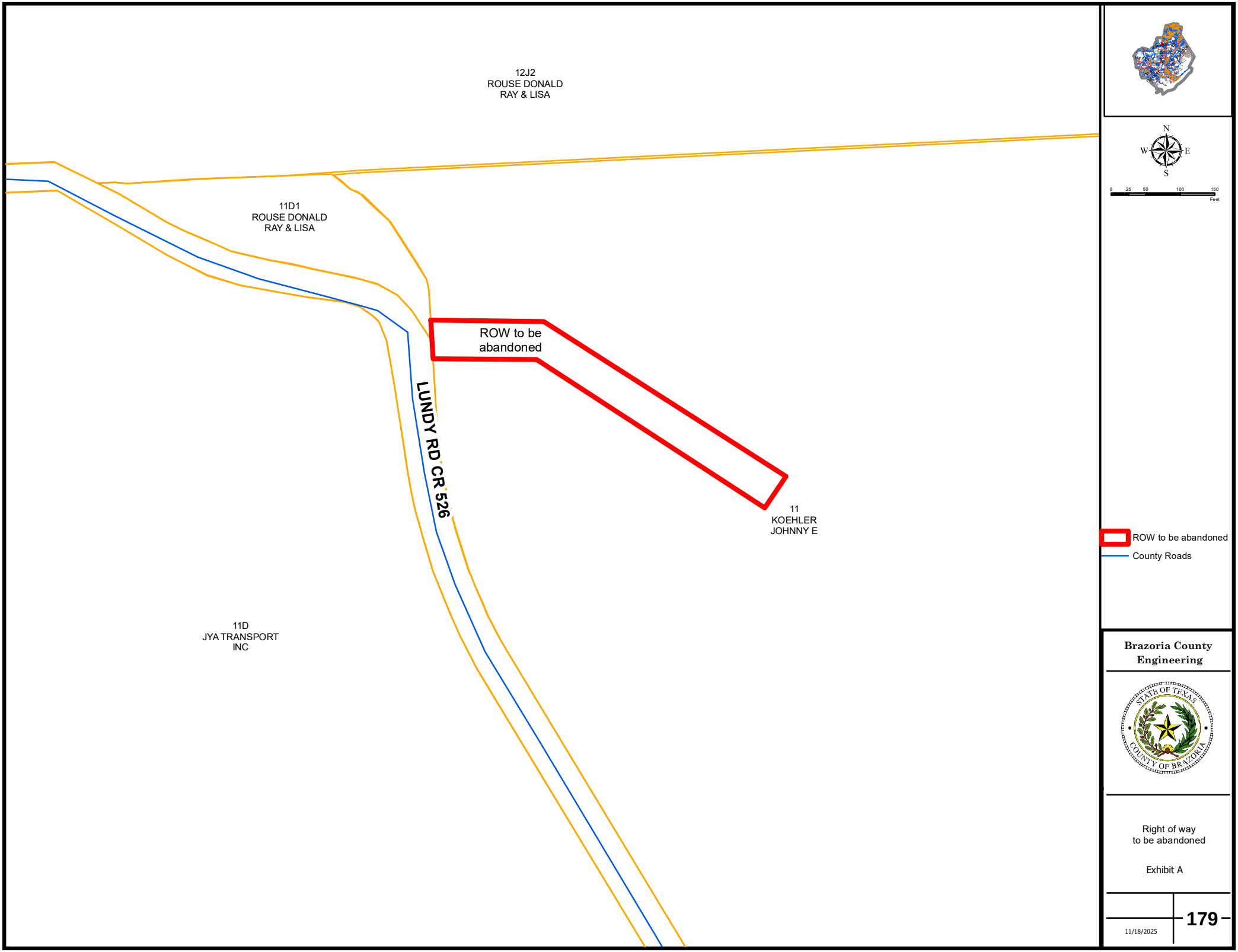
Property Owner	Recorded Deed
Johnny E. Koehler	2016-058645

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.


12J2
ROUSE DONALD
RAY & LISA
11D1
ROUSE DONALD
RAY & LISA
ROW to be
abandoned
LUNDY RD CR 526
11
KOEHLER
JOHNNY E
11D
JYA TRANSPORT
INC
N
W
E
S
0 25 50 100 150
Feet
ROW to be abandoned
County Roads
Brazoria County
Engineering
STATE OF TEXAS
COUNTY OF BRAZORIA
Right of way
to be abandoned
Exhibit A
11/18/2025
179

Johnny Koehler
12831 Kingsbridge Ln
Houston, TX 77077

October 3, 2025

Matt Hanks, County Engineer
451 N. Velasco, Suite 230
Angleton, TX 77515

RE: Petition to abandon unused portion of Right-of-Way Easement described in Volume 882, Page 117

Dear Mr. Hanks,

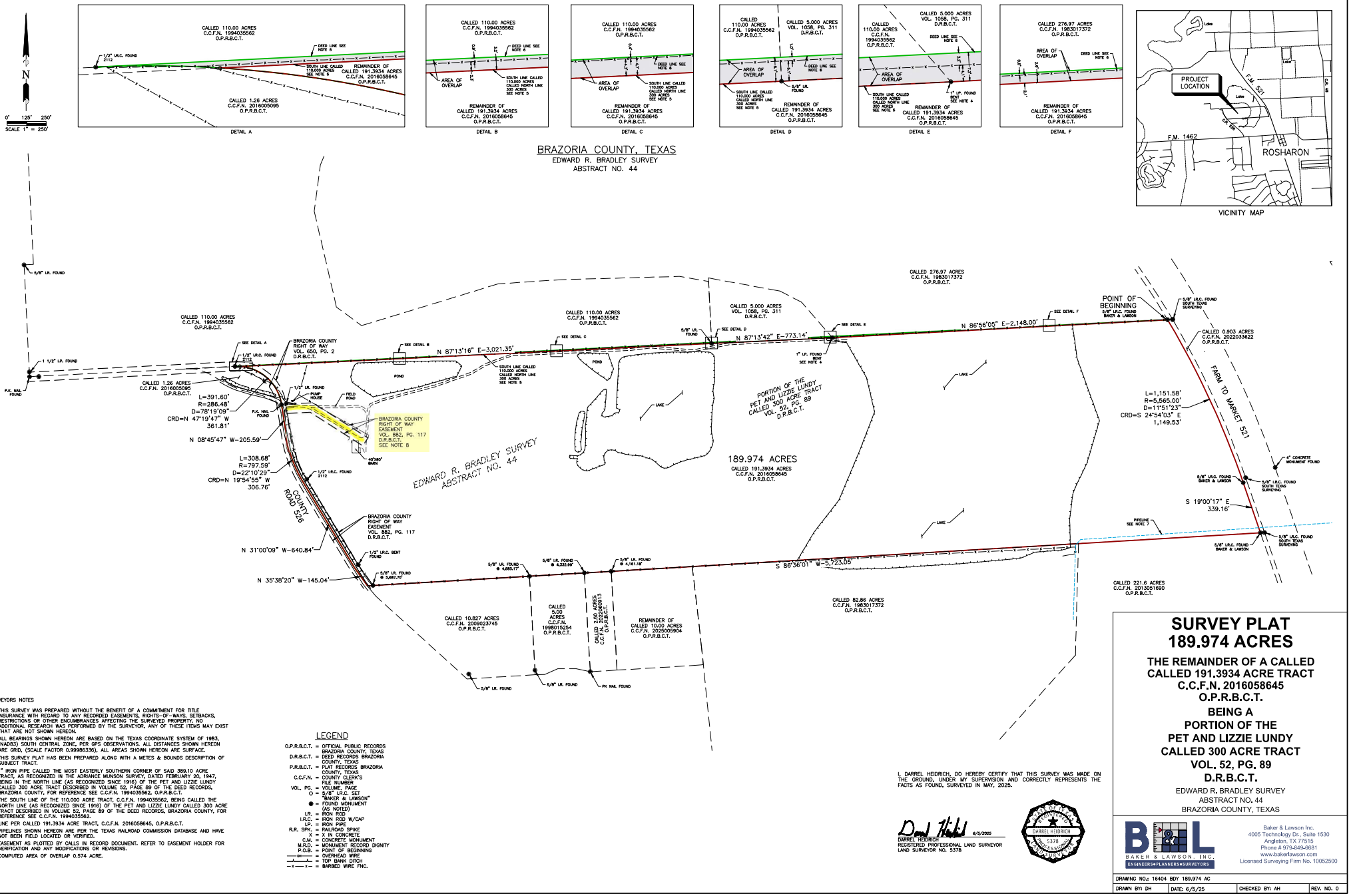
As the property owner of 191-acres, more or less, as described in the Court Appointed Receiver's Deed with Vendor's Lien recorded in the County Clerk's office as Document No. 2016058645, being further identified as Brazoria CAD Parcel No. 152626, I would like to formally request the abandonment of the following described easement. My property is burdened by a Right-of-Way Easement, said easement being recorded in the County Clerk's records at Volume 882, Page 117, as highlighted in yellow on the enclosed survey. Said easement is adjacent to County Road 526 but encompasses only a dirt road leading to a private structure as shown on the enclosed aerial image. As I cannot see any future value in a road at this location and an unmaintained easement could cause a security issue, I would like to petition the county to abandon this road easement.

I can be reached by phone at 281-686-8577 or e-mail at johnnykoehler@sbcglobal.net.

Thank you,

Johnny E. Koehler

Landowner, please attach a copy of the deeds, survey and highlight/outline/etc. the easement to be abandoned



SURVEYORS NOTES

1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE WITH REGARD TO ANY RECORDED EASEMENTS, RIGHTS-OF-WAYS, SETBACKS, RESTRICTIONS OR OTHER ENCUMBRANCES AFFECTING THE SURVEYED PROPERTY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THE SURVEYOR, ANY OF THESE ITEMS MAY EXIST THAT ARE NOT SHOWN HEREON.
2. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS. ALL DISTANCES SHOWN HEREON ARE GRID, (SCALE FACTOR 0.99986336), ALL AREAS SHOWN HEREON ARE SURFACE.
3. THIS SURVEY PLAT HAS BEEN PREPARED ALONG WITH A METES & BOUNDS DESCRIPTION OF SUBJECT TRACT.
4. 1" IRON PIPE CALLED THE MOST EASTERLY SOUTHERN CORNER OF SAID 389.10 ACRE TRACT, AS RECOGNIZED IN THE ADRIANCE MUNSON SURVEY, DATED FEBRUARY 20, 1947, BEING IN THE NORTH LINE (AS RECOGNIZED SINCE 1916) OF THE PET AND LIZZIE LUNDY CALLED 300 ACRE TRACT DESCRIBED IN VOLUME 52, PAGE 89 OF THE DEED RECORDS, BRAZORIA COUNTY, FOR REFERENCE SEE C.C.F.N. 1994035562, O.P.R.B.C.T.
5. THE SOUTH LINE OF THE 110.000 ACRE TRACT, C.C.F.N. 1994035562, BEING CALLED THE NORTH LINE (AS RECOGNIZED SINCE 1916) OF THE PET AND LIZZIE LUNDY CALLED 300 ACRE TRACT DESCRIBED IN VOLUME 52, PAGE 89 OF THE DEED RECORDS, BRAZORIA COUNTY, FOR REFERENCE SEE C.C.F.N. 1994035562.
6. LINE PER CALLED 191.3934 ACRE TRACT, C.C.F.N. 2016058645, O.P.R.B.C.T.
7. PIPELINES SHOWN HEREON ARE PER THE TEXAS RAILROAD COMMISSION DATABASE AND HAVE NOT BEEN FIELD LOCATED OR VERIFIED.
8. EASEMENT AS PLOTTED BY CALLS IN RECORD DOCUMENT. REFER TO EASEMENT HOLDER FOR VERIFICATION AND ANY MODIFICATIONS OR REVISIONS.
9. COMPUTED AREA OF OVERLAP 0.574 ACRE.

LEGEND

O.P.R.B.C.T.	= OFFICIAL PUBLIC RECORDS BRAZORIA COUNTY, TEXAS
D.R.B.C.T.	= DEED RECORDS BRAZORIA COUNTY, TEXAS
P.R.B.C.T.	= PLAT RECORDS BRAZORIA COUNTY, TEXAS
C.C.F.N.	= COUNTY CLERK'S FILE NUMBER
VOL. PG.	= VOLUME, PAGE
O	= 5/8" I.R.C. SET "BAKER & LAWSON"
●	= FOUND MONUMENT (AS NOTED)
I.R.	= IRON ROD
I.R.C.	= IRON ROD W/CAP
I.P.	= IRON PIPE
R.R. SPK.	= RAILROAD SPIKE
X	= X IN CONCRETE
C.M.	= CONCRETE MONUMENT
M.R.D.	= MONUMENT RECORD DIGNITY
P.O.B.	= POINT OF BEGINNING
OH	= OVERHEAD WIRE
	= TOP BANK DITCH
	= BARBED WIRE FNC.

I, DARREL HEIDRICH, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION AND CORRECTLY REPRESENTS THE FACTS AS FOUND, SURVEYED IN MAY, 2025.

DARREL HEIDRICH
REGISTERED PROFESSIONAL LAND SURVEYOR
LAND SURVEYOR NO. 5378

6/5/2025

SURVEY PLAT
189.974 ACRES

THE REMAINDER OF A CALLED CALLED 191.3934 ACRE TRACT C.C.F.N. 2016058645 O.P.R.B.C.T. BEING A PORTION OF THE PET AND LIZZIE LUNDY CALLED 300 ACRE TRACT VOL. 52, PG. 89 D.R.B.C.T.

EDWARD R. BRADLEY SURVEY
ABSTRACT NO. 44
BRAZORIA COUNTY, TEXAS

BAKER & LAWSON, INC.
ENGINEERS+PLANNERS+SURVEYORS
Baker & Lawson Inc.
4005 Technology Dr., Suite 1530
Angleton, TX 77515
Phone # 979-849-6681
www.bakerlawson.com
Licensed Surveying Firm No. 10052500

DRAWING NO.: 16404 BDY 189.974 AC			
DRAWN BY: DH	DATE: 6/5/25	CHECKED BY: AH	REV. NO. 0

COURT APPOINTED RECEIVER'S DEED WITH VENDOR'S LIEN

WHEREAS, in the matter of Cynthia Lundy, Rose Lundy, Carol German, et al, Plaintiffs vs Clyde L. Lundy, et al, Defendants, in Cause No 36223, pending in the 412' Judicial District Court of Brazoria County, Texas, MARK DAVIS was appointed Receiver in said Cause by order signed on the 24th day of September, 2015, which order authorized MARK DAVIS as Receiver to effectuate the sale of all that certain property described as a 191.3934 acre tract out of a 300 acre tract (called 289.11 acres) known as Tract 11 of the Edward R. Bradley Survey, Abstract 44, Brazoria County, Texas, more particularly described on Exhibit "A" attached hereof; Said tract therein containing 191.3934 acres of land (the "Property"), and

WHEREAS, the Receiver, MARK DAVIS did on the 15th day of November, 2016, sell at a private sale said Property to JOHNNY E. KOEHLER (the "Buyer"), pursuant to the terms and provisions of that certain Farm and Ranch Contract of said date, between the Receiver and JOHNNY E. KOEHLER, reference to which is here made for all purposes; and

WHEREAS, the REPORT OF SALE OF REAL PROPERTY by Court Appointed Receiver was filed in said Cause on the 15th day of November, 2016, and such sale was on the 15 day of November, 2016, in all respects confirmed by the DECREE CONFIRMING SALE OF REAL PROPERTY BY COURT-APPOINTED RECEIVER, which Decree read and reads and was and is, as follows:

"On this day the Court heard and considered the Report of Sale of Real Property ("the Report"), and the Court finds that at least five (5) days have expired since the filing of the Report; that it is in compliance with this Court's previous Order of Sale of Real Property and with the law; and that the real property has been sold at private sale for a fair price and such sale was properly made and in conformity with the law. Such property is described on the page attached hereto, designated as Exhibit "A", and made a part of this Decree.

It is ORDERED and DECREED that the sale described in the Report is hereby APPROVED and CONFIRMED and conveyance of the property is authorized upon compliance by the Purchaser with the terms of sale, which sale is to be for cash.

SIGNED this 28 day of November, 2016.

/s/_____
JUDGE PRESIDING

and whereas, the Buyer has complied with such terms of sale:

NOW, THEREFORE, in consideration of the premises and of $10.00 cash and other good and valuable consideration to me in hand paid by the said JOHNNY E KOEHLER hereinafter

FILED BY ALAMO TITLE COMPANY ATCH160643S2

sometimes called "Grantee", I, MARK DAVIS a/k/a MARK R DAVIS, Receiver, under Cause No 36223, in the 412th Judicial District Court of Brazoria County, Texas, have GRANTED, SOLD and CONVEYED, and by these presents do hereby GRANT, SELL and CONVEY unto the said JOHNNY E. KOEHLER, all right, title and interest in and to all that certain tract or parcel of land situated in the County of Brazoria and State of Texas, more particularly described as follows, to-wit:

A 191.3934 acre tract out of 300 acre tract (called 289.11 acres) known as Tract 11 of the Edward R. Bradley Survey, Abstract 44, Brazoria County, Texas; said 300 acre tract being that same tract described in a Deed dated September 8, 2000, recorded in Volume 52, Page 89 of the Deed Records of Brazoria County, Texas, said 58.27 acre tract being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in any wise belonging unto the said Grantee, his heirs, personal representatives, successors and assigns forever. And, to the extent allowed by law, Grantor does hereby bind himself in his capacity of Receiver only, to warrant and forever defend, all and singular the said premises unto the said Grantee, his heirs, personal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise.

Taxes for the year 2015 and prior years have been paid. Taxes for the calendar year 2016 have been pro-rated, and the payment of same, together with all subsequent years, is assumed by Grantee.

This conveyance is made and accepted by and subject to any and all restrictions, conditions, covenants, easements, reservations, if any, affecting the premises conveyed herein, now of record in the County Clerk's Office of Brazoria County, Texas, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, affecting the use of the premises conveyed herein.

FURTHER, there is reserved to Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

The further consideration hereinabove mentioned is the execution and delivery by the Grantee of one installment vendor's lien note of even date herewith in the principal sum of $760,000.00 (Seven Hundred Sixty Thousand and No/100 Dollars) payable to the order of CAPITAL FARM CREDIT, FLCA and being further secured by the Real Estate Deed of Trust of even date herein to BEN R. NOVOSAD, Trustee.

DISCLAIMER OF WARRANTIES:

BY THE ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT ALL PROPERTY CONVEYED UNDER THIS DEED, WHETHER REAL OR PERSONAL, IS CONVEYED BY GRANTOR AND UNCONDITIONALLY ACCEPTED BY GRANTEE "AS IS", "WHERE IS", "WITH ALL FAULTS" AND IN THE CONDITION IN WHICH THE SAME EXISTS AS OF THE DATE HEREIN, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY AND ALL WARRANTIES (OTHER THAN THIS WARRANTY OF TITLE EXPRESSED ABOVE), REPRESENTATIONS, PROMISES, COVENANTS, AGREEMENTS, AND/OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, STATUTORY OR OTHERWISE (COLLECTIVELY REFERRED TO HEREIN AS "REPRESENTATIONS OR WARRANTIES") AS TO THE PROPERTY IN ANY RESPECT, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

(a) The value, nature, quality or condition of the Property, expressly including, but not limited to, any and all water, soil or geology associated with or relating to it:

(b) Actual or potential income which may be generated by or with respect to the Property;

(c) The suitability of the Property for any and all activities and/or uses for which the Buyer may use or intend to use the Property;

(d) Compliance of or by the Property or its past, present or future use with any laws, rules, ordinances or regulations of any applicable governmental authority or entity;

(e) The habitability, merchantability, marketability, profitability, or fitness of the Property for any purpose whatsoever;

(f) The manner of quality of construction or materials, if any, incorporated into or upon the Property;

(g) The manner, quality, state of repair, or lack of repair of the Property or any improvements on the Property;

(h) Compliance or non-compliance of the Property or any conditions existing on the Property with any environmental protection, pollution, land use laws, rules, regulations, orders or requirements, specifically including, but not limited to, the disposal or existence in or on the Property of any hazardous substance as defined by any applicable governmental laws, rules, and regulations; and

(i) Any other matter or matters with respect to the Property.

ANY AND ALL IMPLIED WARRANTIES FOR LIABILITY, MERCHANTABILITY OR USE FOR ANY SPECIFIC PURPOSE ARE ALSO HEREBY DISCLAIMED.

EXECUTED this the 28 day of November, 2016.

MARK DAVIS a/k/a MARK R. DAVIS as Court Appointed Receiver under Cause No. 36223 in the 412th Judicial District Court of Brazoria County, Texas

THE STATE OF TEXAS)(

COUNTY OF BRAZORIA)(

This instrument was acknowledged before me on the 28 day of November, 2016 by MARK DAVIS, a/k/a MARK R. DAVIS, Court Appointed Receiver under Cause No. 36223 in the 412th Judicial District Court of Brazoria County, Texas, in the capacity therein stated.

NOTARY PUBLIC*State of Texas

Commission expires:

GWEN FIEF
Notary Public, State of Texas
Comm. Expires 12-11-2016
Notary ID 4551265

Loan No.: 483950
Borrower.: Johnny E. Koehler
Assn.: Capital Farm Credit, FLCA
Branch: Bellville

EXHIBIT "A"

LEGAL DESCRIPTION
191.3934 ACRES

A 191.3934 ACRE TRACT OF LAND, MORE OR LESS, BEING OUT OF AND A PART OF A 300 ACRE TRACT (CALLED 288.11 ACRES) KNOWN AS TRACT 11 OF THE EDWARD R. BRADLEY SURVEY, ABSTRACT 44, BRAZORIA COUNTY, TEXAS; SAID 300 ACRE TRACT BEING THAT SAME TRACT DESCRIBED IN A DEED DATED SEPTEMBER 8, 2000, RECORDED IN VOLUME 52, PAGE 89 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS; SAID 190.257 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOW; (BEARINGS BASED ON THE CENTER LINE OF A 60 FEET WIDE ROAD EASEMENT BEING KNOWN AS COUNTY ROAD 526 BEING NORTH 31 DEGREES 00 MINUTES 07 SECONDS WEST);

BEGINNING AT A SET MAG NAIL LOCATED IN COUNTY ROAD 526, BEING 30 FEET PARRALLEL TO AND AT RIGHT ANGLES TO THE EAST LINE OF A 60 FOOT ROAD EASEMENT BEING RECORDED UNDER VOLUME 660 PAGE 2 OF THE DEED RECORDS OF BRAZORIA COUNTY, SAME BEING THE NORTHWEST CORNER OF A CALLED 10.827 ACRE TRACT RECORDED IN DEED RECORDED IN CLERKS FILE NO. 2009023745 OF THE OFFICIAL REAL PROPERTY RECORDS OF BRAZORIA COUNTY, TEXAS AND BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 35 DEGREES 38 MINUTES 18 SECONDS WEST, WITH THE CENTER LINE OF SAID 60 FEET ROAD EASEMENT, A DISTANCE OF 145.04 FEET TO A MAG NAIL SET AT AN ANGLE POINT IN THE WEST LINE OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 31 DEGREES 00 MINUTES 07 SECONDS WEST, CONTINUING ALONG THE CENTER OF SAID 60 FEET ROAD EASEMENT BEING KNOWN AS COUNTY ROAD 526, A DISTANCE OF 640.84 FEET TO A RAILROAD SPIKE FOUND AT A POINT OF CURVATURE FOR A TANGENT CURVE TO THE RIGHT;

THENCE IN A NORTHERLY DIRECTION, CONTINUING ALONG THE CENTER OF SAID ROAD EASEMENT OF SAID COUNTY ROAD 526 AND SAID CURVE TO THE RIGHT HAVING A RADIUS OF 797.59 FEET, A CENTRAL ANGLE OF 22 DEGREES 10 MINUTES 28 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 19 DEGREES 54 MINUTES 53 SECONDS WEST, 306.76 FEET AND AN ARC LENGTH OF 308.68 FEET TO A FOUND RAILROAD SPIKE AT THE END OF SAID CURVE;

THENCE NORTH 08 DEGREES 45 MINUTES 45 SECONDS WEST, CONTINUING ALONG THE CENTER OF SAID ROAD EASEMENT OF SAID COUNTY ROAD 526, A DISTANCE OF 208.59 FEET TO A RAILROAD SPIKE FOUND AT A POINT OF CURVATURE FOR A CURVE TO THE LEFT;

THENCE IN A NORTHWESTERLY DIRECTION, CONTINUING ALONG THE CENTER OF SAID ROAD EASEMENT OF SAID COUNTY ROAD 526 AND SAID CURVE TO THE LEFT HAVING A RADIUS OF 286.48 FEET, A CENTRAL ANGLE OF 84 DEGREES 46 MINUTES 39 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 50 DEGREES 33 MINUTES 03 SECONDS WEST, 386.21 FEET AND AN ARC LENGTH OF 423.81 FEET TO A 1/2 INCH CAPPED IRON ROD FOUND FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND BEING LOCATED IN THE SOUTH LINE OF A CALLED 110.00 ACRE TRACT DESCRIBED IN DEED RECORDED IN CLERKS FILE NO. 94035562 OF THE OFFICIAL REAL PROPERTY RECORDS OF BRAZORIA COUNTY, TEXAS;

THENCE NORTH 87 DEGREES 08 MINUTES 22 SECONDS EAST, ALONG THE NORTH LINE OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTH LINE OF THE SAID 110.00 ACRE TRACT AND A CALLED 5.00 ACRE TRACT BEING THE RESIDUE OF A CALLED 275.62 ACRE TRACT DESCRIBED IN DEED RECORDED IN CLERKS FILE NO. 95-022318 OF THE OFFICIAL REAL PROPERTY RECORDS OF BRAZORIA COUNTY, TEXAS, A DISTANCE OF 3826.35 FEET TO A 5/8

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Loan No.: 483950
Borrower.: Johnny E. Koehler
Assn.: Capital Farm Credit, FLCA
Branch: Bellville

EXHIBIT "A"

INCH CAPPED IRON ROD STAMPED "SOUTH TEXAS SURVEYING" SET FOR AN ANGLE POINT IN THE NORTH LINE OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 87 DEGREES 07 MINUTES 49 SECONDS EAST, CONTINUING ALONG THE NORTH LINE OF THE HEREIN DESCRIBED TRACT, SAME BEING THE SOUTH LINE OF A CALLED 276.62 ACRE TRACT DESCRIBED IN DEED RECORDED IN CLERKS FILE NO. 95-022318 OF THE OFFICIAL REAL PROPERTY RECORDS OF BRAZORIA COUNTY, TEXAS, A DISTANCE OF 2180.42 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED "SOUTH TEXAS SURVEYING" SET IN THE SOUTHWEST LINE OF A STATE OF TEXAS RIGHT-OF-WAY CORRIDOR KNOWN AS F.M.521 (FORMERLY KNOWN AS I & GNN RAILROAD) (ALSO KNOWN AS MP RAILROAD PER CLERKS FILE NO. 96-013748 OF THE OFFICIAL REAL PROPERTY RECORDS OF BRAZORIA COUNTY, TEXAS) FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTHWESTERLY LINE OF THE STATE OF TEXAS RIGHT-OF-WAY CORRIDOR, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 5555.62 FEET, A CENTRAL ANGLE OF 11 DEGREES 30 MINUTES 59 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 24 DEGREES 46 MINUTES 44 SECONDS EAST, 1,114.79 FEET AND AN ARC LENGTH OF 1,116.66 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED "SOUTH TEXAS SURVEYING" SET AT THE END OF SAID CURVE;

THENCE SOUTH 19 DEGREES 01 MINUTES 15 SECONDS EAST, CONTINUING ALONG THE SOUTHWESTERLY LINE OF THE STATE OF TEXAS RIGHT-OF-WAY CORRIDOR, A DISTANCE OF 371.50 FEET TO A 5/8 INCH CAPPED IRON ROD STAMPED "SOUTH TEXAS SURVEYING" SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 88 DEGREES 36 MINUTES 01 SECONDS WEST, ALONG THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 5,749.06 FEET TO THE POINT OF BEGINNING AND CONTAINING 191.3934 ACRES OF LAND, MORE OR LESS.

1202-16

FCB1163 (Rev. 3-95)

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FILED and RECORDED

Instrument Number: 2016058645

Filing and Recording Date: 11/30/2016 02:26:22 PM Pages: 7 Recording Fee: $46.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-regina

DEED

VOL 882 PAGE 117

8399 RIGHT-OF-WAY EASEMENT DEED

THE STATE OF TEXAS }
COUNTY OF BRAZORIA }

THAT PET & LIZZIE LUNDY ESTATE

of BRAZORIA COUNTY, TEXAS, in consideration of the sum of $ and other good and valuable considerations in hand paid by Brazoria County, acting through the Commissioners' Court of said County, receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey, subject to the reservation hereinafter made, unto Brazoria County, the free and uninterrupted use, liberty and privilege of the passage in, along, upon and across the following lands in Brazoria County, Texas, owned by us to-wit:

A strip of land 470.3' long and 60' wide out of a 289 acre tract in the E Bradley Survey, Abstract 44, Brazoria County, Texas. Said strip of land lies 30' on each side of the centerline of a proposed county road and contains 2.88 acres, more or less, of which 2.03 acres lies within the existing right-of-way by deed dated April 12, 1954, Vol. 589, Page 445 of the Deed Records.

Said centerline of said proposed road is more particularly described as follows:

BEGINNING in the south line of the E. Bradley Survey, Abstract 44 at a point which bears east 2152' from the southwest corner of the Lundy 289 acre tract.

THENCE N. 45° 25' W 124'.

THENCE N. 28° 14' W 968'.

THENCE N. 5° 33' W 378.3'.

THENCE S. 86° 08' E 211.8'.

THENCE 53° 50' E 406.0'.

The grantor S herein except s from this easement and reserve for s them sel ves s their heirs and assigns, forever, all oil, gas, and other minerals, in and under the land covered by this easement, but said grantor S, for them sel ves, their heirs and assigns, waive all right of ingress and egress to and from the surface of the land covered by this easement for the purposes of drilling, mining, exploring or developing such minerals.

For the purpose of opening, constructing and maintaining a permanent road or State Highway in, along, upon and across said premises, with the right and privilege at all times of the grantee herein, his or its agents, employes, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises for the purposes of making additions to, improvements on, and repairs to the said road or highway, or any part thereof.

TO HAVE AND TO HOLD unto the said Brazoria County as aforesaid for the purposes aforesaid the premises above described.

WITNESS hand this 27 day of May, A.D. 1964

Lena Lundy

Hollis Lundy

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.21. **11/18/2025**

Training Repayment Agreement between Brazoria County and Employees for CDL Training at Alvin Community College - Corporate College

Approve the attached Training Repayment Agreement between Brazoria County and Employee. The Court finds that investment in employee CDL training and licensure will improve the quality of services rendered to its citizens. However, investment without an employee's longevity commitment could be a detriment to the County.

Training and testing for the program will be provided by the Alvin Community College - Corporate Division. The Engineering Department shall develop guidelines and criteria for determining employee eligibility to participate in the program, which may include longevity requirements of County employment.

The County Judge is authorized to sign the above-referenced Training Repayment Agreements after recommendation from the County Engineer. A copy of each signed Agreement shall be provided to the County Engineer and the Human Resources Department.

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

TRAINING REPAYMENT AGREEMENT BETWEEN BRAZORIA COUNTY AND EMPLOYEE, _____,

FOR CDL TRAINING

On this day, _____, 20_____, this Agreement is voluntarily made between Brazoria County, Texas (the "County") and _____ (name) ("Employee").

WHEREAS, the County and Employee have determined that it is their respective and mutual best interests for the County to pay for certain expenses associated with Commercial Driver's License ("CDL") training for Employee; and

WHEREAS, the County and the Employee understand that the County is willing to incur certain expenses as named herein, in order to improve the quality of services rendered to its citizens; and

WHEREAS, Employee desires to obtain their CDL in furtherance of their career development, further develop their skills, and intends to utilize the benefit pursuant to this Agreement offered by the County of providing funding for such training; and

WHEREAS, the County will not receive a benefit from investing in Employee's CDL training if the Employee does not continue as an employee of the County for a period of time after receiving the training; and

WHEREAS, the County will therefore suffer a substantial detriment if Employee does not continue as an employee of the County for a period of time after receiving their CDL training;

Now, Therefore, in consideration of the mutual covenants and other considerations set forth herein, the receipt and sufficiency of which is hereby acknowledged, the County and Employee agree as follows:

I. COUNTY'S OBLIGATIONS

1. **Training Expenses.** The County agrees to pay the fee of $1,750 on behalf of Employee for their participation in the Alvin Community College CDL training program. This fee includes access for the Employee to the Blackboard curriculum to satisfy the theory component of training ("ELDT"), instruction by an Alvin Community College instructor to provide road and range training, and access and testing at the Alvin Community College main campus.

II. EMPLOYEE'S OBLIGATIONS

2. **License.** Employee agrees to successfully complete the CDL training program and become a licensed CDL driver – Class B. Employee shall register on Blackboard and complete the ELDT prior to road and range training by an instructor. Employee

shall attend and pass the testing portion of the training at Alvin Community College. Employee agrees thereafter to maintain their CDL license, while an employee of County. Employee shall provide a copy of obtained CDL, including renewals while employed with the County, to the appropriate service center supervisor.

3. **Employee responsibilities.** Employee shall be responsible for obtaining and providing their permit information to the necessary providers and instructors. Employee shall obtain their DOT physical and drug test, if required, and provide the necessary information regarding their physical prior to any drive time. Employees shall be responsible for obtaining any additional written materials or instructional guides necessary to complete their training and licensing.

4. **Repayment Agreement.** Employee shall maintain the CDL license and shall continue to work for the County for a period of two (2) years after completion and award of their CDL License. This period shall begin on the day a CDL License is awarded to Employee.

If Employee voluntarily terminates employment or is involuntarily terminated by the County prior to the end of the two-year term, then the Employee shall be obligated to repay the County for the expenses incurred hereunder on a pro rata basis as detailed below.

Amount of time between date of licensure and termination from the County	Percent repayment owed to County	Dollar Amount Owed by Employee to the County
0 – 6 months	100 %	$1,750.00
6 – 12 months	75%	$1,312.50
12 – 18 months	50%	$875.00
18 – 24 months	25%	$437.50

Upon termination of Employee's employment during the applicable period, the sums as listed in accordance with the timeline shall be become due and payable immediately. **Employee agrees that the sum listed as Dollar Amount Owed by Employee to the County shall be deducted from the final paycheck issued to Employee.** Sums are determined in accordance with the date of issuance of the CDL license and the date of termination of Employee's employment with the County.

The County reserves the right to deduct the sum owed by Employee from any final payments of compensation, including vacation or other benefit due to the Employee at the time of separation.

III. PARTY INFORMATION

5. The County's contact information is as follows:
   Brazoria County
   C/O Matt Hanks, County Engineer
   451 N. Velasco, Suite 230
   Angleton, Texas 77515
   979-864-1265
   Email: matth@brazoriacountytx.gov

6. The Employee's contact information is as follows:
   Employee Name: _____
   Adress: _____
   _____
   Telephone: _____
   Personal Email: _____

IV. MISCELLANEOUS

7. **"At Will" status.** This Agreement is not an employment contract. The parties expressly acknowledge and agree that this Agreement does not guarantee employment for any particular length of time, nor does it in any way alter the parties' "at-will" employment status. This Agreement does not in any way limit the rights of either party to terminate Employee's employment with the County at any time without notice or cause.

8. **Waiver.** Any delay by County in enforcing any part of this Agreement shall not be deemed a waiver of any of the County's rights or remedies, nor shall any delay be deemed a waiver of any subsequent breach or default by Employee.

9. **Release of Liability.** Employee agrees to hold harmless County and its employees, electees, and/or contractors for any injury that Employee might sustain during such training and licensure opportunity. Employee hereby agrees to release, waive, discharge, and covenant not to sue the County or it's officials, electees, agents, employees, or representatives for any and all personal injury, death, or property damage that may arise from participation in the training an licensure the subject of

this Agreement, whether caused by the negligence of the County or its officials, electees, officers, employees, agents, representatives, or otherwise.

I UNDERSTAND THAT THIS RELEASE DISCHARGES THE COUNTY FROM ANY LIABILITY OR CLAIM THAT I (EMPLOYEE) MAY HAVE AGAINST THE COUNTY WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM PARTICIPATION IN THE TRAINING AND LICENSURE IN THIS AGREEMENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE COUNTY OR OTHERWISE.

10. **Severability.** Each and every covenant and obligation contained in this Agreement is and shall be construed to be a separate and independent covenant and obligation. If any term or provision of this Agreement, or its application to any person or circumstances shall to any extent be held invalid, illegal, or unenforceable, the remainder of this Agreement shall not be affected thereby, and each and every other term and provision shall be enforced to the fullest extent permitted by law as if the invalid, illegal, or unenforceable provision had never been included in the Agreement.

11. **Venue and Applicable Law.** The parties hereto agree that the laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement. Venue for any action involving this Agreement shall be solely and exclusively in the courts of Brazoria County, Texas.

12. **Binding Effect.** This Agreement binds and inures to the benefit of the Parties and their respective legatees, devisees, heirs, executors, legal and personal representatives, assigns, transferees, and successors in interest.

13. **Entire Agreement.** This Agreement embodies in its entirety the sole and only agreement between Employee and the County regarding repayment of the training and licensure as described herein, and it incorporates all other written, verbal, express, and implied agreements made between any party or any agent of any party to this Agreement in connection with such matters. If any provisions in this Agreement conflict with any provisions in any other instrument, the provisions in this Agreement shall control.

Employee Initials: _____

14. **Amendments.** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless reduced to writing, dated subsequent to the date of this Agreement, and duly executed by the parties hereto.

15. **Certification**. I, _____ (name), Employee, certify I have read and understand this Agreement. I certify that no one has forced me to make this Agreement with the County and I am doing so willingly and voluntarily. I agree with the terms of this Agreement and to repay the County as stated herein.

V. SIGNATURES

EMPLOYEE:

_____ (signature)

Name: _____

Position: _____

Date: _____

BRAZORIA COUNTY, TEXAS

_____

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

Title: County Judge

Date: _____

VI. RECOMMENDATION

I, Matt Hanks, as the County Engineer, recommend _____ (Employee) for participation in this training opportunity and have reviewed this employee's eligibility for participation in this opportunity.

_____

Matt Hanks, County Engineer

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.22. **11/18/2025**

Adopt Revised Development Regulations of Brazoria County, Texas for Floodplain Management

The Court hereby adopts the attached revised Building Regulations hereinafter referred to as Development Regulations of Brazoria County, Texas for Floodplain Management. The same being hereby incorporated fully by reference herein, be and is hereby approved, effective immediately and replaces all previous versions of the Development Regulations of Brazoria County, Texas for Floodplain Management.

Further, that the attached Certificate be signed by the County Judge and submitted to the Federal Emergency Management Agency, Region VI, Denton, Texas by the County Floodplain Administrator along with a certified copy of this court Order.

DEVELOPMENT REGULATIONS OF BRAZORIA COUNTY, TEXAS

FOR FLOODPLAIN MANAGEMENT

AS

ADOPTED NOVEMBER 18, 2025

FLOODPLAIN/BUILDING PERMIT OFFICE

451 NORTH VELASCO STREET
SUITE 210
ANGLETON, TEXAS 77515

THE COUNTY OF BRAZORIA

DEVELOPMENT REGULATIONS AS REQUIRED

BY

THE NATIONAL FLOOD INSURANCE ACT

TITLE 42

THE COMMISSIONERS COURT

COUNTY JUDGE

L.M. “MATT” SEBESTA, JR.

COUNTY COMMISSIONERS

JAY BURRIDGE	PRECINCT NO. 1
RYAN CADE	PRECINCT NO. 2
STACY ADAMS	PRECINCT NO. 3
DAVID LINDER	PRECINCT NO. 4

FLOODPLAIN ADMINISTRATION

FLOOD DAMAGE PREVENTION REGULATIONS
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FLOOD DAMAGE PREVENTION REGULATIONS

ARTICLE 1
STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS

SECTION A. STATUTORY AUTHORIZATION

The Legislature of the State of Texas has in Acts of the 61st Legislature, 1969, Page 2107, Chapter 2720 (Art 1581 (e) –V.A.T.C.S.) and Page 2313, Chapter 782 (Art 8280-13 V.A.T.C.S.) delegated the responsibility to the local governmental units to adopt regulations designed to minimize flood losses.

The Legislature of the State of Texas has in Section 16.311 *et. seq.* of the Texas Water Code and Section 240.901 of the Local Government Code authorized local governmental units to adopt regulations designed to regulate land use and minimize flood losses.

Therefore, the Commissioners Court of Brazoria County, Texas, does ordain as follows:

SECTION B. FINDINGS OF FACT

1. The flood hazard areas of Brazoria County are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.

2. These flood losses are created by the cumulative effect of obstructions in floodplains which cause increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, flood-proofed or otherwise protected from flood damage.

3. It is hereby found by the Commissioners Court of Brazoria County that severe flooding has occurred in the past within its jurisdiction and is likely to occur in the future, and that damage to property occurs for many reasons including flooding from the tidal waters of the Gulf of Mexico; and that the entire area within its jurisdiction is prone to rising water.

SECTION C. STATEMENT OF PURPOSE

It is the purpose of these Regulations to promote the public health, safety and general welfare and to minimize public and private losses due to the flood conditions in specific areas by provisions designed to:

1. Protect human life and health;

2. Minimize expenditures of public money for costly flood control projects;

3. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

4. Minimize prolonged business interruptions;

5. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, and streets and bridges located in the floodplains;

6. Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such manner as to minimize future flood blight areas; and

7. Ensure that potential buyers are notified that property is in a flood area.

SECTION D. METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, these Regulations use the following methods:

1. Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increase in flood heights or velocities;

2. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

3. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodations of flood waters;

4. Control filling, grading, dredging, and other development which may increase flood damage; and

5. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

SECTION E. SEVERABILITY

It is the intention of these Regulations that the sections, paragraphs, sentences, clauses and phrases of these Regulations are severable; and if any section, paragraph, sentence, clause or phrase of these Regulations shall be declared void, ineffective or unconstitutional by a valid judgment or final decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses or phrases hereof, since the same would have been enacted by this Court without the incorporation herein of any such unconstitutional section, paragraph, sentence, clause or phrase.

ARTICLE 2
DEFINITIONS

Unless specifically defined below, words or phrases used in these Regulations shall be interpreted to give them the meaning they have in common usage and to give these Regulations the most reasonable application. Defined terms listed below may not all be used in these Regulations, rather they are provided as information relating to FEMA requirements and guidelines.

ACCESSORY STRUCTURES – When accessory structures of one-hundred (100) square feet or less are to be placed in the floodplain, the following criteria shall be met:

1. Accessory structures shall not be used for human habitation (including work, sleeping, living, cooking or restroom areas);

2. Accessory structures shall be designed to have low flood damage potential and all parts of the structure below the base flood elevation (if not insured) and one foot above (if insured) must be made of FEMA-approved flood resistant materials.

ALLUVIAL FAN FLOODING – Flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, deposition, and unpredictable flow paths.

APEX – A point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

APPEAL – A request for a review of the Floodplain Administrator's interpretation of any provision of these Regulations or a request for a variance.

APPURTENANT STRUCTURE – A structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

AREA OF FUTURE CONDITIONS FLOOD HAZARD – The land area that would be inundated by the one percent (1%) annual chance (100-year) flood based on future conditions hydrology.

AREAS OF SHALLOW FLOODING – A designated AO, AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a one percent (1%) chance or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

AREA OF SPECIAL FLOOD HAZARD – The land in the Floodplain within a community subject to a one percent (1%) or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AE, AH, AO, A1-99, VO, V1-30, VE or V.

BASE FLOOD – The flood having a one percent (1%) chance of being equaled or exceeded in any given year.

BASE FLOOD ELEVATION (BFE) – The elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30 or AR that indicates the water surface elevation resulting from the flood that has a one percent (1%) chance of equaling or exceeding that level in any given year – also called the Base Flood.

BASEMENT – Any area of the building having its floor subgrade below ground level.

BREAKAWAY WALLS – A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building of supporting foundation system.

BUILDING PERMIT – The same as a development permit or permit.

COASTAL HIGH HAZARD AREA – The area subject to high velocity waters, including but not limited to hurricane wave wash or tsunamis. The area is designated on a FIRM as Zone V1-30, VE or V.

CRITICAL FEATURE – An integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

DEVELOPMENT – Any man-made change in improved and/or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

DEVELOPMENT PERMIT – A permit for the construction of a development. Also called a building permit or permit in these Regulations.

DRAINAGE – The runoff which flows over land as a result of precipitation. This shall include sheet flow, flow in streets and flows which may concentrate in local drainage systems with or without defined channels.

ELEVATED BUILDING – A non-basement building: (1) built in the case of a building in Zones A1-30, AE, A, A99, A0, AH, B, C, X, and D, to have the top of the elevated floor, or in the case of a building in Zones V1-30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor elevated above the ground level by means of piling, columns, (post or piers), or shear walls parallel to the flow of the water; and (2) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood.

In the case of Zones V1-30, VE, or V, "elevated building" also includes a building otherwise meeting the definition of "elevated building", even though the lower area is enclosed by means of breakaway walls meet the standards, of Section 60.3 (e) (5) of the National Flood Program Regulations.

EXISTING CONSTRUCTION – For the purpose of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRM's effective before that date. "Existing construction" may also be referred to as "existing structure."

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION – A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads), is completed before the effective date of the Floodplain management regulations adopted by a community.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION – The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of the streets, and either final site grading or the pouring of concrete pads).

FILLING – The placement of natural sands, dirt, soil, or rock above the natural grade to raise the elevation of the ground. Fill may also include concrete, cement, soil cement, or similar material as approved on a case-by-case basis.

FLOOD ELEVATION STUDY – An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood related erosion hazards.

FLOOD OR FLOODING – A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. the overflow of inland or tidal waters; or

2. the unusual and rapid accumulation of runoff of surface waters from any source.

FLOOD INSURANCE RATE MAP (FIRM) – A Federal Emergency Management Agency official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk of premium zones applicable to the community.

FLOOD INSURANCE STUDY – The official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the Flood Boundary-Floodway Map.

FLOODPLAIN – Any land area susceptible to being inundated by water from any source (see definition of "Flooding").

FLOODPLAIN MANAGEMENT – The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and Floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS – Zoning ordinances, subdivisions regulations, building codes, health regulations, special purpose ordinances (such as a Floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOODPLAIN MITIGATION – A hydraulically equivalent volume of floodplain storage sufficient to offset a reduction in floodplain storage or conveyance capacity.

FLOOD PRONE AREA – An area that is subject to damage from rising water or flooding from the Gulf of Mexico or its tidal waters, including lakes, bays, inlets, and lagoons.

FLOOD PROOFING – Any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOOD PROTECTION SYSTEM – Those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

FLOODWAY (REGULATORY FLOODWAY) – A channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

FREEBOARD – A factor of safety usually expressed in feet above a flood level for purposes of Floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway condition, such as a wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

FUNCTIONALLY DEPENDENT USE – A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term only includes docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

HABITABLE FLOOR – Any floor usable for the following purposes, including working, sleeping, eating, cooking or recreation, or a combination thereof. A floor used for storage purpose only is not a habitable floor.

HIGHEST ADJACENT GRADE – The highest natural elevation of the ground surface prior to construction next to the proposed wall of a structure.

HISTORIC STRUCTURE – Any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or

4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

    a. By an approved state program as determined by the Secretary of the Interior; or

    b. Directly by the Secretary of the Interior in states without approved programs.

HOUSE TRAILER – A vehicle defined under Chapter 541.201(5) of the Texas Transportation Code, including a trailer or semitrailer, other than a towable recreational vehicle, that is transportable on a highway in one or more sections; is less than 45 feet in length, excluding tow bar, while in the traveling mode; is built on a permanent chassis; is designed to be used as a dwelling or for commercial purposes if connected to required utilities; and includes plumbing, heating, air-conditioning, and electrical systems.

HOUSE TRAILER PARK – a parcel (or contiguous parcels) of land with two or more house trailers for rent.

IMPROVEMENT – The process of erecting, constructing, enlarging, altering, and/or repairing of any development.

LEVEE – A man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

LEVEE SYSTEM – A flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

LOWEST FLOOR – The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such an enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulation.

MANUFACTURED HOME – A structure as defined under Chapter 1201.003 (12), (18), and (20) of the Texas Occupation Code – Manufactured Housing – including transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For Floodplain management purposes the term "manufactured homes" also includes

park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days. For insurance purposes the term "manufactured homes" does not include park trailers, travel trailers, or other similar vehicles.

MANUFACTURED HOME PARK OR SUBDIVISION – A parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

MEAN SEA LEVEL – For the purpose of the National Flood Insurance Program, the North American Vertical Datum (NAVD) of 1988 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map (FIRM) is referenced.

NATURAL GROUND – The grade unaffected by construction techniques such as fill, landscaping, or berms.

NEW CONSTRUCTION – For Floodplain management purposes, structures for which the "start of construction" commenced on or after the effective date of a Floodplain management regulation adopted by a community.

NEW MANUFACTURED HOME PARK OR SUBDIVISION – A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads), is completed on or after the effective date of Floodplain management regulations adopted by a community.

PERSON – An individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, organization and/or limited liability company.

PRIMARY FRONTAL DUNE – A continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope**.**

RECREATIONAL VEHICLE – A vehicle which is built on a single chassis; 400 square feet or less when measured at the largest horizontal projections; self-propelled or permanently towable by a light duty truck; and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REGULATORY FLOODWAY (FLOODWAY) – The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

RISING WATER – The increase in level and/or intensity of an overflowing of water onto normally dry land.

RIVERINE – Relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

SAND DUNES – Naturally occurring accumulation of sand ridges or mounds landward of a beach.

START OF CONSTRUCTION – For other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub.L. 97-348). Includes substantial improvement and means the date the permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of

permanent construction of a structure on a site, such as pouring of a slab or footing, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation.

Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of the streets, and/or walkways; nor does it include excavation for basement, footing, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

STRUCTURE – A walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

SUBSTANTIAL DAMAGE – Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENTS – Any reconstruction, rehabilitation, addition, or improvement of structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before "start of construction", of the improvement. This includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions; or (2) any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

TEXAS OPEN BEACHES ACT – This statute, enacted by the Texas Legislature in 1959, prohibits encroachment by private owners on the area seaward of the line of vegetation in areas fronting on the Gulf of Mexico.

TOPOGRAPHY – The description of the three-dimensional shape of the land surface based upon elevation contours. For purposes of determining if a development permit is required, an alteration of topography is considered to occur if fill placement is applied greater than 20 loads (250 cubic yards) or grading changes result in the modification to existing drainage and/or the increase in any elevation by six (6) inches or more. Determinations and clarifications to be provided by the Floodplain Administrator.

UNINCORPORATED AREA – The area in Brazoria County, Texas, that is not within an incorporated area of a city, town or village.

UTILITY – A person, as defined herein, engaged in this State in the:

1. generation, transmission, or distribution and sale of electric power;

2. transportation, distribution and sale through a local distribution system of natural or other gas for domestic, commercial, industrial, or other use;

3. ownership or operation of a pipeline for the transmission or sale of natural or other gas, natural gas liquids, crude oil or petroleum products to other pipeline companies, refineries, local distribution systems, municipalities, or industrial consumers;

4. provision of telephone or telegraph service to others;

5. production, transmission, or distribution and sale of steam or water;

6. operation of a railroad; or

7. the provisions of sewer service to others.

VARIANCE – A grant of relief from the requirements of these Regulations when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by these Regulations. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

VIOLATION – The failure of a structure or other development to be fully compliant with the community's Floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b) (5), (c) (4), (d) (3), (e) (2), (e) (4), or (e) (5) is presumed to be in violation until at such time the documentation is provided.

WATER SURFACE ELEVATION – The height, in relation to the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified), of floods of various magnitudes and frequencies in the Floodplains of coastal or riverine areas.

ARTICLE 3
GENERAL PROVISIONS

SECTION A. LAND TO WHICH THESE REGULATIONS APPLY

These Regulations shall apply to all unincorporated areas within the jurisdiction of Brazoria County, Texas.

SECTION B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard identified by the Federal Emergency Management Agency ("FEMA") is the current scientific and engineering report entitled, "Flood Insurance Study (FIS) for Brazoria County, Texas and Incorporated Areas," dated effective December 30, 2020, with accompanying Flood Insurance Rate Maps and/or Flood Boundary-Floodway Maps (FIRM and/or FBFM) dated December 30, 2020. Any revisions thereto are hereby adopted by reference and declared to be a part of these Regulations.

SECTION C. ESTABLISHMENT OF DEVELOPMENT PERMIT

A development permit **SHALL** be required to ensure conformance with the provisions of these Regulations as follows:

1. Property outside the flood zone:

    a. any fully enclosed structure over 200 sq. feet (i.e. barn, garage, workshop, storage building, well/pump house);

    b. fill that exceeds 20 loads (250 cubic yards) per acre.

    c. the elevation is increased by six (6) inches or more.

2. Property inside the flood zone:

    a. **ALL** fully enclosed structures regardless of square footage whether for occupation or not.

    b. **ALL** fill material in the flood zone.

3. Development of improved or unimproved real estate as defined in these Regulations.

No person shall erect, construct, enlarge, alter, repair, or improve any building or development structure or manufactured home as defined under Chapter 1201.003 (12), (18), and (20) of the Texas Occupation Code, Manufactured Housing, or alter the topography that would affect others or violate Section 11.086 of the Texas Water Code in the applicable jurisdiction, or cause such to be done, without first obtaining a separate building permit for such buildings or structures from the Floodplain Administrator.

A person shall schedule and attend a Predevelopment Meeting for any Development, with the exception of a Development solely consisting of a single-family residence and its Appurtenant Structures (barns, garages, workshops, storage buildings, well/pump houses, etc.). In addition to any other requirements under these Regulations, permits may not be issued unless a Predevelopment Meeting has been held.

Should a Fill and Grading Permit be required under Article 4, Section D, construction **MAY NOT** commence and a Development Permit **SHALL NOT** be issued until a drainage plan has been submitted, a Fill and Grading Permit issued, and all fill and grading work completed in compliance with an approved drainage plan. Upon certification by the Floodplain Administrator that any required fill and grading work is fully and satisfactorily completed and approved by the appropriate drainage district, a Development Permit may be issued and construction may commence.

SECTION D. COMPLIANCE

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of these Regulations and other applicable regulations.

If a person has violated, is violating, or is threatening to violate these Regulations in any manner, the County may institute a civil suit in the appropriate court for injunctive relief to restrain the person from continuing the violation or threat of violation including, but not limited to, an order directing the person to remove illegal improvements and restore preexisting conditions. In addition, a person who violates these Regulations is subject to a civil penalty of not more than $100.00 for each act of violation and for each day of violation.

Any person who diverts or impounds the natural flow of surface waters or permits a diversion or impounding by him to continue in a manner that damages the property of another by the overflow of the water diverted or impounded may be subject to a civil suit in the appropriate court for injunctive relief to restrain the person from continuing the violation and directing the person to remove illegal improvements and restore the property to preexisting conditions and seek a civil penalty of $100.00 for each act of violation and for each day of the violation.

Brazoria County shall file against any parcel of land that is in violation of these Regulations a notice in the real property records identifying any condition on the property that the County determines violates the rules adopted by these Regulations.

The County shall notify a mortgage holder and the flood insurance carrier of any violations of these Regulations and identify the owner, developer, and tract of land affected.

No person may provide utility services that connect the land and/or improvements with utility services without written certification from the County that the property complies with rules adopted.

SECTION E. ABROGATION AND GREATER RESTRICTIONS

These Regulations are not intended to repel, abrogate, or impair any existing easements, covenants or deed restrictions. However, where these Regulations and other restrictions conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION

In the interpretation and application of these Regulations, all provisions shall be (1) considered as minimum requirements; (2) liberally construed in favor of the government body; and (3) deemed neither to limit nor repeal any other powers granted under State statutes.

SECTION G. WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by these Regulations is reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. These Regulations do not imply that the land outside the areas of the special flood hazards or uses permitted within such areas will be free from flooding or flood damage. These Regulations shall not create liability on the part of the County or any official or employee therefore for any flood damage that result from the reliance on these Regulations or any administrative decision lawfully made thereunder.

ARTICLE 4
ADMINISTRATION

SECTION A. SCOPE

Subject to Article 3, Section C, provisions of these Regulations shall apply to all new construction or development, proposed subdivisions, proposed manufactured home communities and/or manufactured housing as defined under Chapter 1201.003 (12), (18), and (20) of the Texas Occupation Code, Manufactured Housing, alter the topography that would affect others or violate Section 11.086 of the Texas Water Code, and to the construction, alteration, repair, use, location, or maintenance of every building or structure or any appurtenances connected to or attached to such buildings or structures, within the designated area affected by these Regulations.

No person shall erect, construct, enlarge, alter, repair, or improve any building, development structure or manufactured housing as defined under Chapter 1201.003 (12), (18), and (20) of the Texas Occupation Code, Manufactured Housing, or alter the topography that would affect others or violate Section 11.086 of the Texas Water Code, in the applicable jurisdiction, or cause such to be done without first obtaining a separate fill and grading permit and/or building permit for such buildings or structures from the Floodplain Administrator.

SECTION B. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The Floodplain Administrator is hereby appointed to administer and implement the provisions of these Regulations and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to Floodplain management.

SECTION C. DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties and responsibilities of the Floodplain Administrator shall include, but are not limited to, the following:

1. Maintain and hold open for public inspection all records pertaining to the provisions of these Regulations.

2. Review permit applications to determine whether proposed building sites will be reasonably safe from flooding.

3. Review, approve or deny all applications for development permits required by adoption of these Regulations.

4. Review permits for proposed development to assure all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C.1334) from which prior approval is required.

5. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.

6. Notify, in riverine situations, adjacent communities and the Texas Water Commission, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management.

7. Assure that the flood-carrying capacity within the altered or relocated watercourse is maintained.

8. When base flood elevation data has not been provided in accordance with Article 3, Section B, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data available from a Federal, State or other source, in order to administer the provisions of Article 5.

9. When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community.

10. The Floodplain Administrator, or his duly authorized representative, may enter any building, structure, or premises to perform any duties imposed upon him by these Regulations.

11. Determine non-compliance with diversion or impoundment of the natural flow of surface waters and referral to the District Attorney's Office for enforcement when necessary.

12. Administer and enforce Local Government Code §240.901 and rules adopted by the Brazoria County Commissioners Court as it relates to the connection of utility services and referral to the District Attorney's Office for enforcement when necessary.

13. Upon notice from an affected drainage district or the Brazoria County Engineering Department that the work on any building, structure, dike, bridge, or any improvement which would affect water drainage, is being done contrary to the provisions of these Regulations, contrary to the site and/or building plans approved by an affected drainage district or the County Engineer, or in a dangerous or unsafe manner, such work shall be immediately stopped. Such notice shall be in writing and shall be given to the owner of the property or to his agent, or to the person doing the work. Where an emergency exists, the Floodplain Administrator is not required to give written notice and may refer the violation to the District Attorney's Office for enforcement when necessary.

14. Any violation of a plan approved by a drainage district or failure to obtain a required drainage plan from a drainage district under Chapter 49 of the Texas Water Code shall be considered a violation of these

Regulations. Usage of a drainage plan mandated by a drainage district is an essential aspect of these Regulations.

15. The Floodplain Administrator may revoke a permit issued under the provisions of these Regulations if there has been any false statement or misrepresentation as to a material fact in the application or plans upon which the permit or approval was based.

16. File against any parcel of land that is in violation of these Regulations a notice in the real property records identifying any condition on the property that the Floodplain Administrator determines violates the rules adopted by these Regulations.

17. Notify a mortgage holder and a flood insurance carrier of any violations of these Regulations and identify the owner, developer, and tract of land affected.

18. Provide written certification to the appropriate utility services that a property owner may connect utility services once they have complied with County regulations.

SECTION D. PERMIT PROCEDURES

1. When required:

    a. When anyone desires to construct a development as defined herein, a development permit is required. When fill is needed, a person must first check with the County Floodplain Administrator to determine if a floodplain fill and grading permit is required.

    b. For any fill within the floodplain or flood-prone areas, a fill and grading permit is required. A drainage plan is required to be submitted with permit application.

    c. Outside the floodplain or flood-prone areas, fill and grading permits are not required unless

        i. the fill exceeds 20 loads (250 cubic yards) per acre;

        ii. the change in grading results in a modification to existing drainage; or

        iii. the elevation is increased by six (6) inches or more.

        iv. the 20 loads per acre is only allowed until the natural ground is raised to 6 inches without a fill and grading permit. All additional fill will require the appropriate drainage district approval and a fill and grading permit.

    d. Ordinary and minor repairs may be made without a permit provided that such repairs shall not violate any of the provisions of these Regulations.

    e. For residential construction, renovations, ordinary and minor repairs or any additions to an existing structure that exceeds 50% or more of the present valuation are required to obtain a building permit.

    f. **When a floodplain Fill and Grading Permit is required, construction MAY NOT commence until the drainage plan and fill work has been fully completed, inspected and approved by the appropriate drainage district, and certified by the Floodplain Administrator. Upon certification by the Floodplain Administrator, a building permit**

may be issued and construction may commence.

g. **Where construction is commenced before a permit is obtained, the Floodplain Administrator shall issue a stop work order and the permit fee shall be doubled. The permit must be obtained prior to continuing construction. If the construction does not stop as instructed, County may institute a civil suit as set forth in Article 9, Section C.**

2. Application for a Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and shall include plans in duplicate drawn to scale showing the following:

    a. The location, dimensions, and elevation of proposed landscape alterations;

    b. Existing and proposed structures;

    c. The location of the foregoing in relation to areas in the special flood hazard; and

    d. Relationship to all easements and roadways.

3. If a watercourse or natural drainage will be altered or relocated as a result of proposed development, a certificate and/or permit from the U.S. Army Corps of Engineers - Galveston District authorizing the changes shall be provided to the Floodplain Administrator prior to beginning any development.

4. Developer and/or owner shall provide to the Floodplain Administrator information pertaining to the mortgage holder and flood insurance carrier for property being developed and for structures being built.

5. Commercial Structures, Public Buildings or Residential Structures 5,000 Sq. Ft. or More:

    a. Any person who intends to build a residential structure of 5,000 sq. feet or more; or any sized commercial and/or public structure shall submit building plans and specifications to the drainage district in which the structure will be erected. The appropriate drainage district must approve the plan or provide a letter of no objection prior to a Floodplain fill and grading permit being issued. All fill, grading and drainage work/structures shall be completed in compliance with the approved drainage plan, inspected and approved by the appropriate drainage district and documentation of such provided to the Floodplain Administrator issuing a permit to construct any improvements or structures.

    b. If no drainage district exists for that area, then the person shall provide the building plans and specifications to a Texas professional engineer to prepare a site study and then submit the site study to the Brazoria County Engineering Department for approval.

    c. Brazoria County has a Fire Code for commercial and public structures. Any commercial or public structure of this nature must be inspected and permitted under the Fire Code. No building permit shall be issued until a fire code permit has been approved by the Brazoria County Fire Marshal and provided to the Brazoria County Floodplain Administrator.

6. Flexible, Pliable, Tent-Type Structures:

    a. Structures constructed of flexible, pliable materials similar to a tent, sheet, tarp, cardboard, fabric, type of membrane, canopies, air-supported, air-inflated, tensioned membrane structures, or any other materials for the purpose of providing sleeping quarters and/or a residence for human habitation may not be built, constructed, erected, or placed on properties.

b. For purposes of this article, materials include but are not limited to, tents, sleeping bags, bedrolls, blankets, sheets, tarps, cardboard, or other materials, to provide sleeping quarters for human habitation.

c. This provision does not include primitive camping allowed in County and/or State parks for recreational purposes and subject to rules and regulations of the parks.

7. Brazoria County has in effect a Drainage Criteria Manual. All development must comply with the requirements of the Manual if the development is not located within a drainage district. Its contents and regulations are herein incorporated by reference. A copy of the Manual may be obtained from either the Brazoria County Clerk or the Brazoria County Engineering Department.

8. A final signature on the fire code permit shall be provided to the Floodplain Administrator within 30 days of completion of the commercial and/or public structure.

9. Additionally, the following information SHALL be provided to the Floodplain Administrator within six (6) months of obtaining a development permit:

    a. Final Elevation Certificate

    b. Building Inspection Checklist

    c. As-Built Plan for

        i. Commercial Development

        ii. Coastal High Hazard Area (VE) Properties

        iii. Residential Development more than 5,000 square feet

10. Elevation of the natural ground, in relation to mean sea level, of the lowest floor (including basement) of all new and substantially improved structures;

    a. Elevation in relation to mean sea level to which any nonresidential structure shall be flood-proofed;

    b. A certificate from a registered professional engineer or architect that the nonresidential flood-proofed structure shall meet the flood proofing criteria of Article 5, Section B (2);

    c. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development; and

    d. Provide the Floodplain Administrator all documentation pertaining to a. through c. of this section as part of the permit file maintained by the Floodplain Administrator's Office in accordance with Article 4, Section C (1).

11. Approval or denial of a development permit by the Floodplain Administrator shall be based on all of the provisions of all of these Regulations and the following relevant factors:

    a. The danger to life and property due to the flooding or erosion damage;

b. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

c. The danger that materials may be swept onto other lands to the injury of others;

d. The compatibility of the proposed use with existing and anticipated development;

e. The safety of access to the property in times of flood for ordinary and emergency vehicle;

f. The cost of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical, and water systems;

g. The expected heights, velocity, duration, rate of rise and sediment transport of the flood water and the effects of wave action if applicable, expected at the site;

h. The necessity to the facility of a waterfront location, where applicable;

i. The availability of alternative locations, not subject to flooding or erosion damage, for the purpose of use;

j. The relationship of the proposed use to the comprehensive plan for that area.

12. An application for a permit for any proposed work shall be deemed void six (6) months after the date of filing, unless before then a permit shall have been issued; provided that, for cause, one or more extensions of time for periods not exceeding 90 days each shall be allowed by the Floodplain Administrator.

SECTION E. EXISTING BUILDINGS

1. If additions or repairs that would affect FEMA regulations costing fifty percent (50%) or more of the current market value of the building are made to an existing building, such building shall be made to conform to the requirements of these Regulations for new buildings.

2. If an existing building is damaged by fire or otherwise fifty percent (50%) or more than market value before such damage is repaired and would affect FEMA regulations, it shall be made to conform to the requirements of these Regulations for new buildings.

3. For the purpose of this section, market value of the building shall be determined based upon the appraised value.

SECTION F. VARIANCE PROCEDURES

1. The Brazoria County Commissioners Court shall hear and render judgment on request for variance from the requirements of these Regulations.

2. The Brazoria County Commissioners Court shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of these Regulations.

3. Any person or persons aggrieved by the decision of the Brazoria County Commissioners Court may appeal such a decision in the courts of competent jurisdiction.

4. The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

5. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places, certified or preliminary, determined by the Secretary of Interior to contribute historical significance, the State Inventory of Historic Places, a local inventory (if one exists) or historic places in the community that have been certified without regard to the procedures set forth in the remainder of these Regulations.

6. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section C (2) of this Article have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing a variance increases.

7. Upon consideration of the factors noted above and the intent of this Court order, the Brazoria County Commissioners Court may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of Article 1, Section C of these regulations.

8. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

9. Prerequisites for granting variances:

    a. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief;

    b. Variances shall only be issued upon: (i) showing a good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant; and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or regulations; and

    c. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

10. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that: (i) the criteria outlined in Article 4, Section D (1 through 12) are met; and (ii) the structure or other development is protected by methods that minimize flood damage during the base flood and create no additional threats to public safety.

ARTICLE 5
PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A. GENERAL STANDARDS

In UNINCORPORATED AREAS OF BRAZORIA COUNTY the following provisions are required for all new construction and substantial improvements:

1. No alteration, diversion, encroachment, or enlargement shall be made to any bayou, lake, creek, natural drainage, drainage ditch, or waterway without specific written authorization from the County Floodplain Administrator and the U.S. Army Corps of Engineers - Galveston District, if applicable.

2. No person may divert or impound the natural flow of surface waters or permit a diversion or impounding by him to continue in a manner that damages the property of another by the overflow of the water diverted or impounded.

3. All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

4. All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages.

5. All new construction or substantial improvements shall be constructed with materials resistant to flood damage.

6. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located as to prevent water from entering or accumulating within the components during conditions of flooding.

7. All new and replacement water systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.

8. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the system into floodwaters.

9. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

10. No building permit will be issued until a Brazoria County Environmental Health Department septic system permit has been obtained.

SECTION B. <u>SPECIFIC STANDARDS</u>

In all areas of special flood hazards where base flood elevation data has been provided as set forth in (i) Article 3, Section B, (ii) Article 4, Section C (8), or (iii) Article 5, Section C (4), the following provisions are required:

1. RESIDENTIAL CONSTRUCTION – New construction and substantial improvement of any residential structure with A1-30, AE or AH Zones shall have the lowest floor (including basement), elevated two (2) feet above the base flood elevation. A registered professional engineer, architect or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in Article 4, Section D,1.a, is satisfied.

2. NON-RESIDENTIAL CONSTRUCTION – New construction and substantial improvements of any commercial, industrial or other non-residential structure shall either have the lowest floor (including basement) elevated two (2) feet above the base flood level or, together with attendant utility and sanitary

facilities, designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are flood-proofed shall be maintained by the Floodplain Administrator. Commercial, public or other non-residential structures shall also obtain a fire code permit prior to construction and provide to the Floodplain Administrator. Once construction is complete, the Final fire code permit shall be provided to the Floodplain Administrator.

3. **COMMERCIAL STRUCTURES, PUBLIC BUILDINGS OR RESIDENTIAL STRUCTURES 5,000 SQ. FT. OR MORE -** Any person who intends to build a residential structure of 5,000 sq. feet or more; or any sized commercial structure SHALL submit building plans and specifications to the drainage district in which the structure will be erected. If no drainage district exists for that area, then the person SHALL provide the building plans and specifications to the County Engineering Department who will retain the services of a Texas professional engineer, at the expense of the person seeking the permit, to review the drainage plan for compliance with the Brazoria County Drainage Criteria Manual. Brazoria County has a Fire Code for commercial and public structures. Any commercial or public structure of this nature must be inspected and permitted under the fire code. No Building Permit shall be issued until a drainage plan is approved, the drainage plan design is completed and approved by either the appropriate drainage district or the County Engineering Department, any fill and grading permit requirements have been satisfied, and a fire code permit has been approved by the County Fire Marshal and provided to the Brazoria County Floodplain Administrator.

4. **ENCLOSURES** – New construction and substantial improvements, with fully enclosed areas below the lowest floor that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood waters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum requirements:

    a. A minimum of two (2) openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided;

    b. The bottom of all openings shall be no higher than one (1) foot above grade; and

    c. Openings shall be equipped with screens, louvers, valves are other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

5. **APPURTENANT STRUCTURES** – The construction of such structures must satisfy the following standards in unnumbered and numbered A Zones:

    a. Structure is low-valued and represents a minimal investment;

    b. Structure shall be small in size, not exceeding 600 square feet in size;

    c. Structure shall be unfinished on the interior;

    d. Structure can be used only for parking and limited storage;

    e. Structure shall not be used for human habitation (including work, sleeping, living, cooking, or restroom areas);

f. Service facilities such as electrical and heating equipment must be elevated to or above the BFE or flood-proofed;

g. Structure is constructed and placed on building site so as to offer minimum resistance to the flow of floodwaters;

h. Structure is designed to have low flood damage potential, ie: constructed with flood resistant materials;

i. Structure is firmly anchored to prevent flotation, collapse, and lateral movement;

j. Floodway requirements must be met in the construction of the structure; and

k. Openings to relieve hydrostatic pressure during a flood shall be provided below BFE.

No accessory structures are allowed in V Zones except for "disposable" sheds. If constructed, fill cannot be used for structural support and the areas below the BFE must remain free of obstruction or be constructed with non-supporting breakaway walls, open latticework, or insect screening. All appurtenant structures are to be located so as not to cause damage to adjacent and nearby structures.

6. MANUFACTURED HOMES

a. All manufactured homes, including manufactured housing as defined under Chapter 1201.003 (12), (18), and (20) of the Texas Occupation Code, to be placed within Zone A, shall be installed using methods and practices which minimize flood damage. For the purpose of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring MUST be in compliance with State and local anchoring requirements for resisting wind forces and must include, but not limited to, use of over-the-top or frame ties to ground anchors.

b. All manufactured homes shall be in compliance with Article 5, Section B (1).

c. Requirement that all manufactured homes to be placed or substantially improved within Zones A, AO, AH, and AE on the community's FIRM be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above the base flood elevation; and be securely anchored to an adequately anchored foundation system in accordance with the provisions of Section B (4) of this Article.

d. No manufactured home shall be placed in a coastal high hazard area. (velocity zone)

e. Manufactured homes may be placed in a floodway provided they meet the same standards as conventional housing and other development (e.g. their placement would be prohibited unless it could be demonstrated that there would be no increase in the base flood elevation in the community).

f. Brazoria County has a Manufactured Home Rental Community Ordinance which must be complied with in addition to these Regulations if the land is to be developed into a manufactured home park.

7. HOUSE TRAILERS

a. All house trailers with a total interior space of 400 square feet or less are governed by this section. All house trailers with a total interior space of 401 square feet or more are regulated under the manufactured home section of these regulations.

b. House trailers with a total interior space of 400 square feet or less are not required to be elevated above base flood elevation or to be in compliance with State and local anchoring requirements for manufactured homes.

c. All house trailers with a total interior space of 400 square feet or less that exceed eight (8) feet six (6) inches in width or 14 feet in height must have a valid state or County issued oversize vehicle permit at all times. Renewed permits shall be provided annually to the Floodplain Department.

d. All house trailers with a total interior space of 400 feet or less which are connected to utilities shall use RV-style utility hookups.

e. All house trailers to be placed within Zone A, AO, AH, and AE on the community's FIRM shall:

   1. Provide an evacuation plan at the time of permitting or may be elevated, anchored and tied down in the same manner as required of a manufactured home;

   2. Be able to evacuate immediately during storm events or upon County evacuation orders unless anchored and tied down in the same manner as required of a manufactured home; and

   3. Not have any accessory structures that would prevent the trailer from being evacuated, unless anchored and tied down in the same manner as required of a manufactured home.

f. All house trailers placed in a coastal high hazard area (velocity zone) must be:

   1. Maintained in a manner that keeps it capable of evacuation, including all licensing requirements for traveling on public roads;

   2. May not be anchored or tied down;

   3. No accessory structures are allowed that would prevent the trailer from being evacuated; and

   4. Shall be evacuated at such time as the storm is located within the area of 90° longitude and 22° latitude. The first warning will be issued when the storm is within 85° longitude and 20° latitude.

g. No house trailers may be placed in a floodway unless they meet the same standards as conventional housing.

h. Occupied house trailers are subject to Brazoria County's regulations regarding On-Site Sewage Facilities.

i. Any house trailer park requires a house trailer park development permit. The permit application will include a Letter of Permission for continuing Floodplain Management and Environmental Health Department access to the premises and the interiors of the house trailers and an evacuation plan, including proof of ability to tow all House Trailers in the event of an emergency, unless anchored and tied down in the same manner as required of a manufactured home (Zones AE / A / AO ONLY).

j. All house trailer park road designs and specifications shall be reviewed and approved by the Brazoria County Engineering Department.

k. All house trailer parks must obtain a permit from the Fire Marshal.

8. RECREATIONAL VEHICLES

a. Any recreational vehicle remaining at one location in excess of 180 days shall be permitted and elevated above the base flood elevation required. All recreational vehicles shall be tied down to resist flotation.

b. Any person, who moves a recreational vehicle from a location in order to avoid having to permit, elevate and tie down as required in these Regulations, must remove the recreational vehicle for a period in excess of 24 hours. If the vehicle is removed for a period consisting of 24 hours or less, then the permitting requirements will apply and the property owner will be required to comply with the requirements set forth in 8(a) above.

c. Any recreational vehicle that is being used as a residence must be permitted, elevated and tied down in the same manner as required for manufactured homes and the above 24-hour rule does not apply.

d. All recreational vehicles shall be in good working condition, whether self-propelled or dependent on external power, so that such vehicle is capable of evacuation as required.

e. Egress of recreational vehicles shall not be prevented by stored or fixed items such as stairs, porches, storerooms, etc.

f. In a coastal high hazard area (velocity zone), all recreational vehicles shall be evacuated at such time as the storm is located within the area of 90° longitude and 22° latitude. The first warning will be issued when the storm is within 85° longitude and 20° latitude.

g. Recreational vehicles stored on a homeowner's lot where the house already exists are exempt from the 180-day permit regulations subject to other ordinances or restrictions. These vehicles must be unoccupied and not connected to water or sewer facilities. It must have a current license, inspection sticker, and be capable of highway use.

9. FLOODWAYS - located within areas of special flood hazard established in Article 3, Section B are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

a. Encroachments are prohibited, including fill, new construction, substantial improvements and other development unless certification by a professional registered engineer or architect is provided demonstrating that encroachments shall not result in any increase in flood levels

during occurrences of the base flood discharge.

b. If Article 5, Section B, 5.a above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article 5.

10. FILL MATERIAL

a. No permit is required if the fill material to be placed is no more than 20 loads (250 cubic yards) of dirt per acre of land and the land is not within the Floodplain. Each acre may not contain more than 20 loads of dirt. Property owner is required to equally disperse and spread the fill material to ensure no more than 20 loads of fill being placed on each acre.

b. If more than 20 loads (250 cubic yards) of fill material is to be placed per acre of land, a permit must be obtained from the Floodplain Administrator and the property owner will be required to provide a hydraulic analysis (drainage plan) certified by a registered professional engineer and approved by the appropriate drainage district.

c. **When a floodplain Fill and Grading Permit is required under this section, construction MAY NOT commence until the drainage plan and fill work has been fully completed in compliance with the approved drainage plan, inspected and approved by the appropriate drainage district and documentation of such provided to the Floodplain Administrator. Upon certification by the Floodplain Administrator, a building permit may be issued and construction may commence. Where fill and grading work has commenced before appropriate approvals by the appropriate drainage district and the Fill and Grading Permit has not been obtained from the County, the Floodplain Administrator shall issue a stop work order and the permit fees shall be doubled. If the Fill and Grading Permit is not complied with, County may institute a civil suit as set forth in Article 9, Section C.**

d. The property owner must be able to provide to the County information relating to the location from which the dirt came, if it was from a governmental project, and who hauled/delivered the fill material.

e. Fill material shall be placed no closer than ten (10) feet from the edge of the property line.

f. If the fill is placed on a piece of property in which the natural flow of water is conveyed on the proposed fill site, then the property owner is required to mitigate for the altered flow. Natural flow could be by sheet flow, swale, ditch, slough or other natural or man-made means of conveyance of water. Mitigation could include ditches, swales, detention/retention ponds and any other means of conveyance/detention/retention.

g. All fill material must be spread evenly and as per permit represents within six (6) months of the permit issuance date. If the fill material is not spread within this time period, the property owner may be requested to remove the material.

h. Any reduction in floodplain storage or conveyance capacity must be offset with a hydraulically equivalent (one-to-one) volume of mitigation sufficient to offset the reduction. The reduction may result from development or the placement of fill within the 1% floodplain or 100-year floodplain. Such mitigation shall be within the same watershed and shall be provided on the same property or within the same hydrologic sub-watershed. Mitigation at an alternate site requires approval of the County Engineer. A full hydrological and hydraulic

analysis must be submitted to support a request for mitigation outside the boundaries of the property being developed.

SECTION C. STANDARDS FOR SUBDIVISION PROPOSALS

1. All subdivision proposals including manufactured home parks and subdivisions shall be consistent with Article 1, Sections B, C, and D of these Regulations.

2. All proposals for development of subdivisions including manufactured home parks and subdivisions shall meet Development Permit requirements of Article 3, Section C; Article 4, Section C; and the provisions of Article 5 of these Regulations.

3. Base flood elevation data shall be generated for subdivision proposals and other proposed development including manufactured home parks and subdivisions, which is greater than 50 lots or five (5) acres, whichever is lesser, if not otherwise provided pursuant to Article 3, Section B or Article 4, Section C (8) of these Regulations.

4. All subdivision proposals including manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

5. All subdivision proposals including manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

6. Brazoria County has a Subdivision Ordinance which must also be followed in addition to these Regulations. Copies may be obtained from the Brazoria County Engineering Department.

SECTION D. STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES)

Located within the areas of special flood hazard established in Article 3, Section B, are areas designated as shallow flooding. These areas have special flood hazards associated with the base flood depths of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

1. All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two (2) feet if no depth number is specified).

2. All new construction and substantial improvements of non-residential construction shall:

    a. have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two (2) feet if no depth number is specified); or

    b. together with the attendant utility and sanitary facilities be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and the structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects on buoyancy.

3. A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section, as proposed in Article 4, Section D,1.a, are satisfied.

4. Shall have adequate drainage paths around structures on slopes, to guide floodwaters around and away from proposed structures within Zones AH or AO.

5. No person, company or organization may provide utility services that connect the land with utility services without written certification from the County that the property complies with these Regulations.

SECTION E. COASTAL HIGH HAZARD AREAS

Located within the areas of special flood hazard established in Article 3, Section B, are areas designated as Coastal High Hazard Areas (Zones V1-30, VE and/or V). These areas have special flood hazards associated with high velocity waters from tidal surges and hurricane wave wash; therefore, in addition to meeting all provisions outlined in these Regulations, the following provisions must apply:

1. Obtain the elevation (in relation to mean sea level) of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of all new substantially improved structures, and whether or not such structures contain a basement. The Floodplain Administrator shall maintain a record of all such information.

2. All new construction shall be located landward of the reach of mean high tide.

3. All new construction and substantial improvements shall be elevated on pilings and columns so that:

    a. the bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or above the base flood level;

    b. the pile or column foundation and structure attached thereto is anchored to resist flotation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Wind and water loading values shall each have a one percent chance of being equaled to or exceeded in any given year (100-year mean recurrence interval); and

    c. a registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction and shall certify that the design methods of construction to be used are in accordance with the accepted standards of practice for meeting the provisions of (3) (a), (b) and (c) of this section.

4. Provide that all new construction and substantial improvements have the space below the lowest floor either free of obstruction or constructed of no more than 300 square feet with non-supporting breakaway walls, open-wood latticework, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. For the purpose of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local or State codes) may be permitted only if a registered professional engineer or architect certified that the proposed designs meet the following conditions:

    a. breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and

b. the elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and nonstructural). Maximum wind and water loading values to be used in this determination shall each have one percent chance of being equaled or exceeded in any given year (100-year mean recurrence interval).

5. If breakaway walls are utilized, such enclosed space shall be used solely for parking of vehicles, building access, or storage. Such space shall not be used for human habitation.

6. Prohibit the use of fill for structural support of buildings.

7. Prohibit man-made alteration of sand dunes and mangrove stands which would increase potential flood damage. Brazoria County has in effect a Dune Protection and Beach Access Plan under Commissioners Court Order No. 6.C.1 dated August 9, 2022 and all amendments thereto after the adoption of these Regulations. It is recommended that this plan be reviewed before any work is begun on or around sand dunes. The Dune Protection and Beach Access Plan can be obtained from the Brazoria County Clerk or the Brazoria County Floodplain Administrator's Office.

SECTION F. DEPTH CRITERIA REGULATIONS

Floodplain areas below the base flood elevation and above the specified depth criterion, as shown on the effective Flood Insurance Rate Map in selected reaches of the Brazos River, Oyster Creek, and San Bernard River Floodplains, are hereby designated as the floodway fringe. These fringe areas may be developed, or otherwise filled, above the base flood elevation, without performing an analysis of impact on flood levels. However, levee systems or other continuous fills in the floodway fringe exceeding 500 feet in any dimension, or forming a potential barrier to the movement of waters during the occurrence of the base flood are not permitted unless hydrologic and hydraulic analysis, certified by a registered professional engineer, demonstrated that less than one (1) foot increase in flood levels will occur from the proposed fill when evaluated in combination with all similar fills which could be placed by other property owners similarly situated.

No development, including fill, may be placed within designated floodways, natural stream channels or other Floodplain areas not designated as floodway fringe unless a hydrologic or hydraulic analysis, certified by a registered professional engineer, demonstrates that no increase in base flood elevations will occur.

However, it is recognized that buildings may be constructed on approved piers or pilings in areas below the depth criterion if Brazoria County determines that the cross-sectional area of the restrictions removed, or proposed to be removed, is equal to or greater than that proposed to be built. If this data, supplied by the owner, is obvious to Brazoria County, a permit may be issued without an engineering study.

Prior to granting a permit for construction of a structure, designed for purposes of human occupancy, on a site where the greatest depth of flooding below the base flood elevation will exceed 1.5 feet, the Floodplain Administrator will review the availability of suitable evacuation routes and emergency services during the occurrence of base flood levels and will deny those permits where health and safety considerations will prevail.

SECTION G. ADDITIONAL REQUIREMENTS FOR BASE FLOOD ELEVATIONS

Brazoria County will require an elevation to two (2) feet above the base flood elevation for development in flood hazard area Zones "A" and "AE", as indicated on the National Flood Insurance Program FIRM map for

the County.

When development is located outside of a Brazoria County drainage district, Brazoria County will require compliance with the Brazoria County Drainage Criteria Manual which is incorporated by reference herein and may be obtained from either the Brazoria County Clerk or the Brazoria County Engineering Department.

In areas where the base flood elevations change more than one (1) foot, the elevation required will be interpolated by the Floodplain Administrator with the best available information.

ARTICLE 6
UTILITIES

Any structure or other development may not be connected with water, sewer, and electricity or gas utility service if it is not in compliance with these Regulations.

ARTICLE 7
HAZARDOUS WASTE

SECTION A. DEFINITIONS

1. "Hazardous Waste Management Facilities" including facilities for storage, processing or disposal of any waste identified or listed as hazardous by the Administrator of the United States Environmental Protection Agency, pursuant to 42 U.S.C.6901, et seq., as amended.

2. On Site Storage Processing or Disposal includes those activities defined in Section 335.42 (a) (44) [156.22.05.102 (a) (44)] Texas Administrative Code.

SECTION B. STATEMENT OF PURPOSE

In order to promote and protect the public interest in providing appropriate protection against the perils of flood losses, no building or development permits will be granted for the construction of any injection well or other type of disposal site for hazardous material or any hazardous waste management facilities in any flood prone areas or Floodplain areas having special flood hazards, as delineated on the Official Flood Hazard Map of Brazoria County, with the exception of hazardous waste management facilities for storage, processing or disposal of on-site generated waste. See Article 5, Section A,6 and 7.

ARTICLE 8
OTHER REGULATIONS

In addition to these Regulations, any development must also consider the following Plans or Ordinances:

SEPTIC PERMITS: Septic permits are required through the Texas Health and Safety Code or Brazoria County regulations for all properties that are less than ten (10) acres and do not have access to a public sewer system or larger than ten (10) acres but have more than one structure requiring a septic system. To determine if a person must have a septic permit, contact the Brazoria County Environmental Health Department.

FIRE CODE: Brazoria County has adopted a Fire Code for New Construction of Commercial and Public Structures. Information pertaining to its requirements or a copy of the Ordinance may be obtained from the Brazoria County Clerk or Brazoria County Fire Marshal.

DRAINAGE PLAN: Each drainage district's rules apply to properties located within each districts respective boundaries. Property not located within a drainage district must comply with Brazoria County's Drainage

Criteria Manual Information pertaining to its requirements or a copy of the plan may be obtained from the Brazoria County Engineering Department.

LOCAL DRAINAGE DISTRICTS: If the development is located within a drainage district, the owner or developer shall consult with the local drainage district to determine if plans, drawings or designs need to be submitted for its approval. All drainage improvements must be completed and approved by the appropriate drainage district before any structures are built.

MANUFACTURED HOME ORDINANCE: Brazoria County has adopted a Manufactured Home Ordinance which must be complied with in the development of a manufactured home park. Copies of these Regulations may be obtained from the Brazoria County Clerk or Brazoria County Engineering Department.

SUBDIVISIONS: Brazoria County has adopted a Subdivision Ordinance which must be complied with in the development of any subdivisions. Copies of these Regulations may be obtained from either the Brazoria County Clerk or the Brazoria County Engineering Department.

SAND DUNE PROTECTION PLAN: Brazoria County has adopted a Dune Protection and Beach Access Plan which must be complied with when any development is planned to occur at, near or around any sand dunes and/or beach. Copies of these Regulations may be obtained from either the Brazoria County Clerk or the Brazoria County Floodplain Department.

ARTICLE 9
VIOLATIONS AND PENALTIES

SECTION A. REVOCATION OF PERMIT

The Floodplain Administrator may revoke a permit or approval issued under the provisions of these Regulations, in cases where there have been false statement or misrepresentation as to a material fact in the application or plans upon which the permit or approval was based.

SECTION B. CONTEMPT OF COMMISSIONERS COURT

Any person, firm, corporation or agent who violates a provision of these Regulations, or fails to comply therewith, or with any of the requirements therefore, or who erects, constructs, or alters any structure, or has erected, constructed, altered or repaired a building or structure in violation, shall be guilty of Contempt of Commissioners Court of Brazoria County, Texas. Each person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any such provisions of these Regulations is committed, or continued and upon conviction of any such violation such person shall be punished within the limits as provided by state law.

Commissioners Court may punish contempt by fine or imprisonment in accord with the provisions of Section 81.023 of the Texas Local Government Code, as amended. Any person securing a permit under these Regulations does so on the representation to Commissioners Court that he will comply with the terms of the permit and with these requirements and other County regulations. Commissioners Court has the power to enforce its orders by civil contempt for violations of such representations. If the Commissioners Court finds the defendant to be guilty of contempt, it will enter such orders consistent with general law as it deems appropriate to punish the person guilty of contempt, and will enter such other and further orders enforceable by civil and criminal contempt, and consistent with its authority under general laws, as Commissioners Court deems necessary to enforce and protect its jurisdiction over the matter, and to uphold the integrity of these Regulations. Procedures for contempt proceedings before Commissioners Court will be consistent with procedures in actions before other courts in this State for enforcement of court orders, and for the protection of

the jurisdiction of courts by the process of contempt.

SECTION C. VIOLATIONS AND PENALTIES

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of these Regulations and other applicable regulations. Violation of the provisions of these Regulations by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a Class C misdemeanor. Each violation of these Regulations and each day of a continuing violation is a separate offense.

Nothing herein contained shall prevent a community from taking such other lawful action as is necessary to prevent or remedy any violation. If it appears that a person has violated, is violating or is threatening to violate these Regulations in any manner, the County may institute a civil suit in the appropriate court for injunctive relief to restrain the person from continuing the violation or threat of violation including, but not limited to, an order directing the person to remove illegal improvements and restore preexisting conditions. In addition, a person who violates these Regulations is subject to a civil penalty of not more than $100.00 for each act of violation and for each day of violation.

Any person who diverts or impounds the natural flow of surface waters or permits a diversion or impounding by him to continue in a manner that damages the property of another by the overflow of the water diverted or impounded may be subject to a civil suit in the appropriate court for injunctive relief to restrain the person from continuing the violation and directing the person to remove illegal improvements and restore the property to preexisting conditions and seek a civil penalty of $100.00 for each act of violation and for each day of the violation.

The County shall notify a mortgage holder and a flood insurance carrier of any violations of these Regulations and identify the owner, developer, and tract of land affected.

County shall file against any parcel of land that is in violation of these Regulations, a notice in the real property records identifying any condition on the property that the County determines violates the rules adopted by these Regulations.

No Person may provide utility services that connect the land and/or improvements with utility services without written certification from the County that the property complies with rules adopted.

CERTIFICATION OF ADOPTION

APPROVED: _____
(community official)

PASSED: _____
(adoption date)

ORDINANCE BECOMES EFFECTIVE: November 18, 2025.
(effective date)

I, the undersigned, _____, do hereby certify that the above is a true and correct copy of an ordinance duly adopted by the Commissioners Court of Brazoria County, at a regular meeting duly convened on _____.

_____
{Signature of Certifying Official}

{SEAL}

DEVELOPMENT REGULATIONS OF BRAZORIA COUNTY, TEXAS

FOR FLOODPLAIN MANAGEMENT

AS

ADOPTED NOVEMBER 18, 2025

FLOODPLAIN/BUILDING PERMIT OFFICE

451 NORTH VELASCO STREET
SUITE 210
ANGLETON, TEXAS 77515

THE COUNTY OF BRAZORIA

DEVELOPMENT REGULATIONS AS REQUIRED

BY

THE NATIONAL FLOOD INSURANCE ACT

TITLE 42

THE COMMISSIONERS COURT

COUNTY JUDGE

L.M. "MATT" SEBESTA, JR.

COUNTY COMMISSIONERS

JAY BURRIDGE	PRECINCT NO. 1
RYAN CADE	PRECINCT NO. 2
STACY ADAMS	PRECINCT NO. 3
DAVID LINDER	PRECINCT NO. 4

FLOODPLAIN ADMINISTRATION

FLOOD DAMAGE PREVENTION REGULATIONS
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FLOOD DAMAGE PREVENTION REGULATIONS

ARTICLE 1
STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS

SECTION A. STATUTORY AUTHORIZATION

The Legislature of the State of Texas has in Acts of the 61st Legislature, 1969, Page 2107, Chapter 2720 (Art 1581 (e) –V.A.T.C.S.) and Page 2313, Chapter 782 (Art 8280-13 V.A.T.C.S.) delegated the responsibility to the local governmental units to adopt regulations designed to minimize flood losses.

The Legislature of the State of Texas has in Section 16.311 *et. seq.* of the Texas Water Code and Section 240.901 of the Local Government Code authorized local governmental units to adopt regulations designed to regulate land use and minimize flood losses.

Therefore, the Commissioners Court of Brazoria County, Texas, does ordain as follows:

SECTION B. FINDINGS OF FACT

1. The flood hazard areas of Brazoria County are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.

2. These flood losses are created by the cumulative effect of obstructions in floodplains which cause increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, flood-proofed or otherwise protected from flood damage.

3. It is hereby found by the Commissioners Court of Brazoria County that severe flooding has occurred in the past within its jurisdiction and is likely to occur in the future, and that damage to property occurs for many reasons including flooding from the tidal waters of the Gulf of Mexico; and that the entire area within its jurisdiction is prone to rising water.

SECTION C. STATEMENT OF PURPOSE

It is the purpose of these Regulations to promote the public health, safety and general welfare and to minimize public and private losses due to the flood conditions in specific areas by provisions designed to:

1. Protect human life and health;

2. Minimize expenditures of public money for costly flood control projects;

3. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

4. Minimize prolonged business interruptions;

5. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, and streets and bridges located in the floodplains;

6. Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such manner as to minimize future flood blight areas; and

7. Ensure that potential buyers are notified that property is in a flood area.

SECTION D. METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, these Regulations use the following methods:

1. Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increase in flood heights or velocities;

2. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

3. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodations of flood waters;

4. Control filling, grading, dredging, and other development which may increase flood damage; and

5. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

SECTION E. SEVERABILITY

It is the intention of these Regulations that the sections, paragraphs, sentences, clauses and phrases of these Regulations are severable; and if any section, paragraph, sentence, clause or phrase of these Regulations shall be declared void, ineffective or unconstitutional by a valid judgment or final decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses or phrases hereof, since the same would have been enacted by this Court without the incorporation herein of any such unconstitutional section, paragraph, sentence, clause or phrase.

ARTICLE 2
DEFINITIONS

Unless specifically defined below, words or phrases used in these Regulations shall be interpreted to give them the meaning they have in common usage and to give these Regulations the most reasonable application. Defined terms listed below may not all be used in these Regulations, rather they are provided as information relating to FEMA requirements and guidelines.

ACCESSORY STRUCTURES – When accessory structures of one-hundred (100) square feet or less are to be placed in the floodplain, the following criteria shall be met:

1. Accessory structures shall not be used for human habitation (including work, sleeping, living, cooking or restroom areas);

2. Accessory structures shall be designed to have low flood damage potential and all parts of the structure below the base flood elevation (if not insured) and one foot above (if insured) must be made of FEMA-approved flood resistant materials.

ALLUVIAL FAN FLOODING – Flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, deposition, and unpredictable flow paths.

APEX – A point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

APPEAL – A request for a review of the Floodplain Administrator's interpretation of any provision of these Regulations or a request for a variance.

APPURTENANT STRUCTURE – A structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

AREA OF FUTURE CONDITIONS FLOOD HAZARD – The land area that would be inundated by the one percent (1%) annual chance (100-year) flood based on future conditions hydrology.

AREAS OF SHALLOW FLOODING – A designated AO, AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a one percent (1%) chance or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

AREA OF SPECIAL FLOOD HAZARD – The land in the Floodplain within a community subject to a one percent (1%) or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AE, AH, AO, A1-99, VO, V1-30, VE or V.

BASE FLOOD – The flood having a one percent (1%) chance of being equaled or exceeded in any given year.

BASE FLOOD ELEVATION (BFE) – The elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30 or AR that indicates the water surface elevation resulting from the flood that has a one percent (1%) chance of equaling or exceeding that level in any given year – also called the Base Flood.

BASEMENT – Any area of the building having its floor subgrade below ground level.

BREAKAWAY WALLS – A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building of supporting foundation system.

BUILDING PERMIT – The same as a development permit or permit.

COASTAL HIGH HAZARD AREA – The area subject to high velocity waters, including but not limited to hurricane wave wash or tsunamis. The area is designated on a FIRM as Zone V1-30, VE or V.

CRITICAL FEATURE – An integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

DEVELOPMENT – Any man-made change in improved and/or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

DEVELOPMENT PERMIT – A permit for the construction of a development. Also called a building permit or permit in these Regulations.

DRAINAGE – The runoff which flows over land as a result of precipitation. This shall include sheet flow, flow in streets and flows which may concentrate in local drainage systems with or without defined channels.

ELEVATED BUILDING – A non-basement building: (1) built in the case of a building in Zones A1-30, AE, A, A99, A0, AH, B, C, X, and D, to have the top of the elevated floor, or in the case of a building in Zones V1-30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor elevated above the ground level by means of piling, columns, (post or piers), or shear walls parallel to the flow of the water; and (2) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood.

In the case of Zones V1-30, VE, or V, "elevated building" also includes a building otherwise meeting the definition of "elevated building", even though the lower area is enclosed by means of breakaway walls meet the standards, of Section 60.3 (e) (5) of the National Flood Program Regulations.

EXISTING CONSTRUCTION – For the purpose of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRM's effective before that date. "Existing construction" may also be referred to as "existing structure."

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION – A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads), is completed before the effective date of the Floodplain management regulations adopted by a community.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION – The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of the streets, and either final site grading or the pouring of concrete pads).

FILLING – The placement of natural sands, dirt, soil, or rock above the natural grade to raise the elevation of the ground. Fill may also include concrete, cement, soil cement, or similar material as approved on a case-by-case basis.

FLOOD ELEVATION STUDY – An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood related erosion hazards.

FLOOD OR FLOODING – A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. the overflow of inland or tidal waters; or

2. the unusual and rapid accumulation of runoff of surface waters from any source.

FLOOD INSURANCE RATE MAP (FIRM) – A Federal Emergency Management Agency official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk of premium zones applicable to the community.

FLOOD INSURANCE STUDY – The official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the Flood Boundary-Floodway Map.

FLOODPLAIN – Any land area susceptible to being inundated by water from any source (see definition of "Flooding").

FLOODPLAIN MANAGEMENT – The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and Floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS – Zoning ordinances, subdivisions regulations, building codes, health regulations, special purpose ordinances (such as a Floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOODPLAIN MITIGATION – A hydraulically equivalent volume of floodplain storage sufficient to offset a reduction in floodplain storage or conveyance capacity.

FLOOD PRONE AREA – An area that is subject to damage from rising water or flooding from the Gulf of Mexico or its tidal waters, including lakes, bays, inlets, and lagoons.

FLOOD PROOFING – Any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOOD PROTECTION SYSTEM – Those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

FLOODWAY (REGULATORY FLOODWAY) – A channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

FREEBOARD – A factor of safety usually expressed in feet above a flood level for purposes of Floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway condition, such as a wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

FUNCTIONALLY DEPENDENT USE – A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term only includes docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

HABITABLE FLOOR – Any floor usable for the following purposes, including working, sleeping, eating, cooking or recreation, or a combination thereof. A floor used for storage purpose only is not a habitable floor.

HIGHEST ADJACENT GRADE – The highest natural elevation of the ground surface prior to construction next to the proposed wall of a structure.

HISTORIC STRUCTURE – Any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or

4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

    a. By an approved state program as determined by the Secretary of the Interior; or

    b. Directly by the Secretary of the Interior in states without approved programs.

HOUSE TRAILER – A vehicle defined under Chapter 541.201(5) of the Texas Transportation Code, including a trailer or semitrailer, other than a towable recreational vehicle, that is transportable on a highway in one or more sections; is less than 45 feet in length, excluding tow bar, while in the traveling mode; is built on a permanent chassis; is designed to be used as a dwelling or for commercial purposes if connected to required utilities; and includes plumbing, heating, air-conditioning, and electrical systems.

HOUSE TRAILER PARK – a parcel (or contiguous parcels) of land with two or more house trailers for rent.

IMPROVEMENT – The process of erecting, constructing, enlarging, altering, and/or repairing of any development.

LEVEE – A man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

LEVEE SYSTEM – A flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

LOWEST FLOOR – The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such an enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulation.

MANUFACTURED HOME – A structure as defined under Chapter 1201.003 (12), (18), and (20) of the Texas Occupation Code – Manufactured Housing – including transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For Floodplain management purposes the term "manufactured homes" also includes

park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days. For insurance purposes the term "manufactured homes" does not include park trailers, travel trailers, or other similar vehicles.

MANUFACTURED HOME PARK OR SUBDIVISION – A parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

MEAN SEA LEVEL – For the purpose of the National Flood Insurance Program, the North American Vertical Datum (NAVD) of 1988 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map (FIRM) is referenced.

NATURAL GROUND – The grade unaffected by construction techniques such as fill, landscaping, or berms.

NEW CONSTRUCTION – For Floodplain management purposes, structures for which the "start of construction" commenced on or after the effective date of a Floodplain management regulation adopted by a community.

NEW MANUFACTURED HOME PARK OR SUBDIVISION – A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads), is completed on or after the effective date of Floodplain management regulations adopted by a community.

PERSON – An individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, organization and/or limited liability company.

PRIMARY FRONTAL DUNE – A continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

RECREATIONAL VEHICLE – A vehicle which is built on a single chassis; 400 square feet or less when measured at the largest horizontal projections; self-propelled or permanently towable by a light duty truck; and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REGULATORY FLOODWAY (FLOODWAY) – The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

RISING WATER – The increase in level and/or intensity of an overflowing of water onto normally dry land.

RIVERINE – Relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

SAND DUNES – Naturally occurring accumulation of sand ridges or mounds landward of a beach.

START OF CONSTRUCTION – For other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub.L. 97-348). Includes substantial improvement and means the date the permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of

permanent construction of a structure on a site, such as pouring of a slab or footing, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation.

Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of the streets, and/or walkways; nor does it include excavation for basement, footing, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

STRUCTURE – A walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

SUBSTANTIAL DAMAGE – Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENTS – Any reconstruction, rehabilitation, addition, or improvement of structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before "start of construction", of the improvement. This includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions; or (2) any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

TEXAS OPEN BEACHES ACT – This statute, enacted by the Texas Legislature in 1959, prohibits encroachment by private owners on the area seaward of the line of vegetation in areas fronting on the Gulf of Mexico.

TOPOGRAPHY – The description of the three-dimensional shape of the land surface based upon elevation contours. For purposes of determining if a development permit is required, an alteration of topography is considered to occur if fill placement is applied greater than 20 loads (250 cubic yards) or grading changes result in the modification to existing drainage and/or the increase in any elevation by six (6) inches or more. Determinations and clarifications to be provided by the Floodplain Administrator.

UNINCORPORATED AREA – The area in Brazoria County, Texas, that is not within an incorporated area of a city, town or village.

UTILITY – A person, as defined herein, engaged in this State in the:

1. generation, transmission, or distribution and sale of electric power;

2. transportation, distribution and sale through a local distribution system of natural or other gas for domestic, commercial, industrial, or other use;

3. ownership or operation of a pipeline for the transmission or sale of natural or other gas, natural gas liquids, crude oil or petroleum products to other pipeline companies, refineries, local distribution systems, municipalities, or industrial consumers;

4. provision of telephone or telegraph service to others;

5. production, transmission, or distribution and sale of steam or water;

6. operation of a railroad; or

7. the provisions of sewer service to others.

VARIANCE – A grant of relief from the requirements of these Regulations when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by these Regulations. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

VIOLATION – The failure of a structure or other development to be fully compliant with the community's Floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b) (5), (c) (4), (d) (3), (e) (2), (e) (4), or (e) (5) is presumed to be in violation until at such time the documentation is provided.

WATER SURFACE ELEVATION – The height, in relation to the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified), of floods of various magnitudes and frequencies in the Floodplains of coastal or riverine areas.

ARTICLE 3
GENERAL PROVISIONS

SECTION A. LAND TO WHICH THESE REGULATIONS APPLY

These Regulations shall apply to all unincorporated areas within the jurisdiction of Brazoria County, Texas.

SECTION B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard identified by the Federal Emergency Management Agency ("FEMA") is the current scientific and engineering report entitled, "Flood Insurance Study (FIS) for Brazoria County, Texas and Incorporated Areas," dated effective December 30, 2020, with accompanying Flood Insurance Rate Maps and/or Flood Boundary-Floodway Maps (FIRM and/or FBFM) dated December 30, 2020. Any revisions thereto are hereby adopted by reference and declared to be a part of these Regulations.

SECTION C. ESTABLISHMENT OF DEVELOPMENT PERMIT

A development permit **SHALL** be required to ensure conformance with the provisions of these Regulations as follows:

1. Property outside the flood zone:

    a. any fully enclosed structure over 200 sq. feet (i.e. barn, garage, workshop, storage building, well/pump house);

    b. fill that exceeds 20 loads (250 cubic yards) per acre.

    c. the elevation is increased by six (6) inches or more.

2. Property inside the flood zone:

    a. **ALL** fully enclosed structures regardless of square footage whether for occupation or not.

    b. **ALL** fill material in the flood zone.

3. Development of improved or unimproved real estate as defined in these Regulations.

No person shall erect, construct, enlarge, alter, repair, or improve any building or development structure or manufactured home as defined under Chapter 1201.003 (12), (18), and (20) of the Texas Occupation Code, Manufactured Housing, or alter the topography that would affect others or violate Section 11.086 of the Texas Water Code in the applicable jurisdiction, or cause such to be done, without first obtaining a separate building permit for such buildings or structures from the Floodplain Administrator.

A person shall schedule and attend a Predevelopment Meeting for any Development, with the exception of a Development solely consisting of a single-family residence and its Appurtenant Structures (barns, garages, workshops, storage buildings, well/pump houses, etc.). In addition to any other requirements under these Regulations, permits may not be issued unless a Predevelopment Meeting has been held.

Should a Fill and Grading Permit be required under Article 4, Section D, construction **MAY NOT** commence and a Development Permit **SHALL NOT** be issued until a drainage plan has been submitted, a Fill and Grading Permit issued, and all fill and grading work completed in compliance with an approved drainage plan. Upon certification by the Floodplain Administrator that any required fill and grading work is fully and satisfactorily completed and approved by the appropriate drainage district, a Development Permit may be issued and construction may commence.

SECTION D. COMPLIANCE

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of these Regulations and other applicable regulations.

If a person has violated, is violating, or is threatening to violate these Regulations in any manner, the County may institute a civil suit in the appropriate court for injunctive relief to restrain the person from continuing the violation or threat of violation including, but not limited to, an order directing the person to remove illegal improvements and restore preexisting conditions. In addition, a person who violates these Regulations is subject to a civil penalty of not more than $100.00 for each act of violation and for each day of violation.

Any person who diverts or impounds the natural flow of surface waters or permits a diversion or impounding by him to continue in a manner that damages the property of another by the overflow of the water diverted or impounded may be subject to a civil suit in the appropriate court for injunctive relief to restrain the person from continuing the violation and directing the person to remove illegal improvements and restore the property to preexisting conditions and seek a civil penalty of $100.00 for each act of violation and for each day of the violation.

Brazoria County shall file against any parcel of land that is in violation of these Regulations a notice in the real property records identifying any condition on the property that the County determines violates the rules adopted by these Regulations.

The County shall notify a mortgage holder and the flood insurance carrier of any violations of these Regulations and identify the owner, developer, and tract of land affected.

No person may provide utility services that connect the land and/or improvements with utility services without written certification from the County that the property complies with rules adopted.

SECTION E. ABROGATION AND GREATER RESTRICTIONS

These Regulations are not intended to repel, abrogate, or impair any existing easements, covenants or deed restrictions. However, where these Regulations and other restrictions conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION

In the interpretation and application of these Regulations, all provisions shall be (1) considered as minimum requirements; (2) liberally construed in favor of the government body; and (3) deemed neither to limit nor repeal any other powers granted under State statutes.

SECTION G. WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by these Regulations is reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. These Regulations do not imply that the land outside the areas of the special flood hazards or uses permitted within such areas will be free from flooding or flood damage. These Regulations shall not create liability on the part of the County or any official or employee therefore for any flood damage that result from the reliance on these Regulations or any administrative decision lawfully made thereunder.

ARTICLE 4
ADMINISTRATION

SECTION A. SCOPE

Subject to Article 3, Section C, provisions of these Regulations shall apply to all new construction or development, proposed subdivisions, proposed manufactured home communities and/or manufactured housing as defined under Chapter 1201.003 (12), (18), and (20) of the Texas Occupation Code, Manufactured Housing, alter the topography that would affect others or violate Section 11.086 of the Texas Water Code, and to the construction, alteration, repair, use, location, or maintenance of every building or structure or any appurtenances connected to or attached to such buildings or structures, within the designated area affected by these Regulations.

No person shall erect, construct, enlarge, alter, repair, or improve any building, development structure or manufactured housing as defined under Chapter 1201.003 (12), (18), and (20) of the Texas Occupation Code, Manufactured Housing, or alter the topography that would affect others or violate Section 11.086 of the Texas Water Code, in the applicable jurisdiction, or cause such to be done without first obtaining a separate fill and grading permit and/or building permit for such buildings or structures from the Floodplain Administrator.

SECTION B. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The Floodplain Administrator is hereby appointed to administer and implement the provisions of these Regulations and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to Floodplain management.

SECTION C. DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties and responsibilities of the Floodplain Administrator shall include, but are not limited to, the following:

1. Maintain and hold open for public inspection all records pertaining to the provisions of these Regulations.

2. Review permit applications to determine whether proposed building sites will be reasonably safe from flooding.

3. Review, approve or deny all applications for development permits required by adoption of these Regulations.

4. Review permits for proposed development to assure all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C.1334) from which prior approval is required.

5. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.

6. Notify, in riverine situations, adjacent communities and the Texas Water Commission, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management.

7. Assure that the flood-carrying capacity within the altered or relocated watercourse is maintained.

8. When base flood elevation data has not been provided in accordance with Article 3, Section B, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data available from a Federal, State or other source, in order to administer the provisions of Article 5.

9. When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community.

10. The Floodplain Administrator, or his duly authorized representative, may enter any building, structure, or premises to perform any duties imposed upon him by these Regulations.

11. Determine non-compliance with diversion or impoundment of the natural flow of surface waters and referral to the District Attorney's Office for enforcement when necessary.

12. Administer and enforce Local Government Code §240.901 and rules adopted by the Brazoria County Commissioners Court as it relates to the connection of utility services and referral to the District Attorney's Office for enforcement when necessary.

13. Upon notice from an affected drainage district or the Brazoria County Engineering Department that the work on any building, structure, dike, bridge, or any improvement which would affect water drainage, is being done contrary to the provisions of these Regulations, contrary to the site and/or building plans approved by an affected drainage district or the County Engineer, or in a dangerous or unsafe manner, such work shall be immediately stopped. Such notice shall be in writing and shall be given to the owner of the property or to his agent, or to the person doing the work. Where an emergency exists, the Floodplain Administrator is not required to give written notice and may refer the violation to the District Attorney's Office for enforcement when necessary.

14. Any violation of a plan approved by a drainage district or failure to obtain a required drainage plan from a drainage district under Chapter 49 of the Texas Water Code shall be considered a violation of these

Regulations. Usage of a drainage plan mandated by a drainage district is an essential aspect of these Regulations.

15. The Floodplain Administrator may revoke a permit issued under the provisions of these Regulations if there has been any false statement or misrepresentation as to a material fact in the application or plans upon which the permit or approval was based.

16. File against any parcel of land that is in violation of these Regulations a notice in the real property records identifying any condition on the property that the Floodplain Administrator determines violates the rules adopted by these Regulations.

17. Notify a mortgage holder and a flood insurance carrier of any violations of these Regulations and identify the owner, developer, and tract of land affected.

18. Provide written certification to the appropriate utility services that a property owner may connect utility services once they have complied with County regulations.

SECTION D. PERMIT PROCEDURES

1. When required:

    a. When anyone desires to construct a development as defined herein, a development permit is required. When fill is needed, a person must first check with the County Floodplain Administrator to determine if a floodplain fill and grading permit is required.

    b. For any fill within the floodplain or flood-prone areas, a fill and grading permit is required. A drainage plan is required to be submitted with permit application.

    c. Outside the floodplain or flood-prone areas, fill and grading permits are not required unless

        i. the fill exceeds 20 loads (250 cubic yards) per acre;

        ii. the change in grading results in a modification to existing drainage; or

        iii. the elevation is increased by six (6) inches or more.

        iv. the 20 loads per acre is only allowed until the natural ground is raised to 6 inches without a fill and grading permit. All additional fill will require the appropriate drainage district approval and a fill and grading permit.

    d. Ordinary and minor repairs may be made without a permit provided that such repairs shall not violate any of the provisions of these Regulations.

    e. For residential construction, renovations, ordinary and minor repairs or any additions to an existing structure that exceeds 50% or more of the present valuation are required to obtain a building permit.

    f. **When a floodplain Fill and Grading Permit is required, construction MAY NOT commence until the drainage plan and fill work has been fully completed, inspected and approved by the appropriate drainage district, and certified by the Floodplain Administrator. Upon certification by the Floodplain Administrator, a building permit**

may be issued and construction may commence.

g. **Where construction is commenced before a permit is obtained, the Floodplain Administrator shall issue a stop work order and the permit fee shall be doubled. The permit must be obtained prior to continuing construction. If the construction does not stop as instructed, County may institute a civil suit as set forth in Article 9, Section C.**

2. Application for a Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and shall include plans in duplicate drawn to scale showing the following:

   a. The location, dimensions, and elevation of proposed landscape alterations;

   b. Existing and proposed structures;

   c. The location of the foregoing in relation to areas in the special flood hazard; and

   d. Relationship to all easements and roadways.

3. If a watercourse or natural drainage will be altered or relocated as a result of proposed development, a certificate and/or permit from the U.S. Army Corps of Engineers - Galveston District authorizing the changes shall be provided to the Floodplain Administrator prior to beginning any development.

4. Developer and/or owner shall provide to the Floodplain Administrator information pertaining to the mortgage holder and flood insurance carrier for property being developed and for structures being built.

5. Commercial Structures, Public Buildings or Residential Structures 5,000 Sq. Ft. or More:

   a. Any person who intends to build a residential structure of 5,000 sq. feet or more; or any sized commercial and/or public structure shall submit building plans and specifications to the drainage district in which the structure will be erected. The appropriate drainage district must approve the plan or provide a letter of no objection prior to a Floodplain fill and grading permit being issued. All fill, grading and drainage work/structures shall be completed in compliance with the approved drainage plan, inspected and approved by the appropriate drainage district and documentation of such provided to the Floodplain Administrator issuing a permit to construct any improvements or structures.

   b. If no drainage district exists for that area, then the person shall provide the building plans and specifications to a Texas professional engineer to prepare a site study and then submit the site study to the Brazoria County Engineering Department for approval.

   c. Brazoria County has a Fire Code for commercial and public structures. Any commercial or public structure of this nature must be inspected and permitted under the Fire Code. No building permit shall be issued until a fire code permit has been approved by the Brazoria County Fire Marshal and provided to the Brazoria County Floodplain Administrator.

6. Flexible, Pliable, Tent-Type Structures:

   a. Structures constructed of flexible, pliable materials similar to a tent, sheet, tarp, cardboard, fabric, type of membrane, canopies, air-supported, air-inflated, tensioned membrane structures, or any other materials for the purpose of providing sleeping quarters and/or a residence for human habitation may not be built, constructed, erected, or placed on properties.

b. For purposes of this article, materials include but are not limited to, tents, sleeping bags, bedrolls, blankets, sheets, tarps, cardboard, or other materials, to provide sleeping quarters for human habitation.

c. This provision does not include primitive camping allowed in County and/or State parks for recreational purposes and subject to rules and regulations of the parks.

7. Brazoria County has in effect a Drainage Criteria Manual. All development must comply with the requirements of the Manual if the development is not located within a drainage district. Its contents and regulations are herein incorporated by reference. A copy of the Manual may be obtained from either the Brazoria County Clerk or the Brazoria County Engineering Department.

8. A final signature on the fire code permit shall be provided to the Floodplain Administrator within 30 days of completion of the commercial and/or public structure.

9. Additionally, the following information SHALL be provided to the Floodplain Administrator within six (6) months of obtaining a development permit:

    a. Final Elevation Certificate

    b. Building Inspection Checklist

    c. As-Built Plan for

        i. Commercial Development

        ii. Coastal High Hazard Area (VE) Properties

        iii. Residential Development more than 5,000 square feet

10. Elevation of the natural ground, in relation to mean sea level, of the lowest floor (including basement) of all new and substantially improved structures;

    a. Elevation in relation to mean sea level to which any nonresidential structure shall be flood-proofed;

    b. A certificate from a registered professional engineer or architect that the nonresidential flood-proofed structure shall meet the flood proofing criteria of Article 5, Section B (2);

    c. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development; and

    d. Provide the Floodplain Administrator all documentation pertaining to a. through c. of this section as part of the permit file maintained by the Floodplain Administrator's Office in accordance with Article 4, Section C (1).

11. Approval or denial of a development permit by the Floodplain Administrator shall be based on all of the provisions of all of these Regulations and the following relevant factors:

    a. The danger to life and property due to the flooding or erosion damage;

b. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

c. The danger that materials may be swept onto other lands to the injury of others;

d. The compatibility of the proposed use with existing and anticipated development;

e. The safety of access to the property in times of flood for ordinary and emergency vehicle;

f. The cost of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical, and water systems;

g. The expected heights, velocity, duration, rate of rise and sediment transport of the flood water and the effects of wave action if applicable, expected at the site;

h. The necessity to the facility of a waterfront location, where applicable;

i. The availability of alternative locations, not subject to flooding or erosion damage, for the purpose of use;

j. The relationship of the proposed use to the comprehensive plan for that area.

12. An application for a permit for any proposed work shall be deemed void six (6) months after the date of filing, unless before then a permit shall have been issued; provided that, for cause, one or more extensions of time for periods not exceeding 90 days each shall be allowed by the Floodplain Administrator.

SECTION E. EXISTING BUILDINGS

1. If additions or repairs that would affect FEMA regulations costing fifty percent (50%) or more of the current market value of the building are made to an existing building, such building shall be made to conform to the requirements of these Regulations for new buildings.

2. If an existing building is damaged by fire or otherwise fifty percent (50%) or more than market value before such damage is repaired and would affect FEMA regulations, it shall be made to conform to the requirements of these Regulations for new buildings.

3. For the purpose of this section, market value of the building shall be determined based upon the appraised value.

SECTION F. VARIANCE PROCEDURES

1. The Brazoria County Commissioners Court shall hear and render judgment on request for variance from the requirements of these Regulations.

2. The Brazoria County Commissioners Court shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of these Regulations.

3. Any person or persons aggrieved by the decision of the Brazoria County Commissioners Court may appeal such a decision in the courts of competent jurisdiction.

4. The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

5. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places, certified or preliminary, determined by the Secretary of Interior to contribute historical significance, the State Inventory of Historic Places, a local inventory (if one exists) or historic places in the community that have been certified without regard to the procedures set forth in the remainder of these Regulations.

6. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section C (2) of this Article have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing a variance increases.

7. Upon consideration of the factors noted above and the intent of this Court order, the Brazoria County Commissioners Court may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of Article 1, Section C of these regulations.

8. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

9. Prerequisites for granting variances:

    a. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief;

    b. Variances shall only be issued upon: (i) showing a good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant; and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or regulations; and

    c. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

10. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that: (i) the criteria outlined in Article 4, Section D (1 through 12) are met; and (ii) the structure or other development is protected by methods that minimize flood damage during the base flood and create no additional threats to public safety.

ARTICLE 5
PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A. GENERAL STANDARDS

In UNINCORPORATED AREAS OF BRAZORIA COUNTY the following provisions are required for all new construction and substantial improvements:

1. No alteration, diversion, encroachment, or enlargement shall be made to any bayou, lake, creek, natural drainage, drainage ditch, or waterway without specific written authorization from the County Floodplain Administrator and the U.S. Army Corps of Engineers - Galveston District, if applicable.

2. No person may divert or impound the natural flow of surface waters or permit a diversion or impounding by him to continue in a manner that damages the property of another by the overflow of the water diverted or impounded.

3. All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

4. All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages.

5. All new construction or substantial improvements shall be constructed with materials resistant to flood damage.

6. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located as to prevent water from entering or accumulating within the components during conditions of flooding.

7. All new and replacement water systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.

8. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the system into floodwaters.

9. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

10. No building permit will be issued until a Brazoria County Environmental Health Department septic system permit has been obtained.

SECTION B. <u>SPECIFIC STANDARDS</u>

In all areas of special flood hazards where base flood elevation data has been provided as set forth in (i) Article 3, Section B, (ii) Article 4, Section C (8), or (iii) Article 5, Section C (4), the following provisions are required:

1. **RESIDENTIAL CONSTRUCTION –** New construction and substantial improvement of any residential structure with A1-30, AE or AH Zones shall have the lowest floor (including basement), elevated two (2) feet above the base flood elevation. A registered professional engineer, architect or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in Article 4, Section D,1.a, is satisfied.

2. **NON-RESIDENTIAL CONSTRUCTION** – New construction and substantial improvements of any commercial, industrial or other non-residential structure shall either have the lowest floor (including basement) elevated two (2) feet above the base flood level or, together with attendant utility and sanitary

facilities, designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are flood-proofed shall be maintained by the Floodplain Administrator. Commercial, public or other non-residential structures shall also obtain a fire code permit prior to construction and provide to the Floodplain Administrator. Once construction is complete, the Final fire code permit shall be provided to the Floodplain Administrator.

3. **COMMERCIAL STRUCTURES, PUBLIC BUILDINGS OR RESIDENTIAL STRUCTURES 5,000 SQ. FT. OR MORE -** Any person who intends to build a residential structure of 5,000 sq. feet or more; or any sized commercial structure SHALL submit building plans and specifications to the drainage district in which the structure will be erected. If no drainage district exists for that area, then the person SHALL provide the building plans and specifications to the County Engineering Department who will retain the services of a Texas professional engineer, at the expense of the person seeking the permit, to review the drainage plan for compliance with the Brazoria County Drainage Criteria Manual. Brazoria County has a Fire Code for commercial and public structures. Any commercial or public structure of this nature must be inspected and permitted under the fire code. No Building Permit shall be issued until a drainage plan is approved, the drainage plan design is completed and approved by either the appropriate drainage district or the County Engineering Department, any fill and grading permit requirements have been satisfied, and a fire code permit has been approved by the County Fire Marshal and provided to the Brazoria County Floodplain Administrator.

4. **ENCLOSURES** – New construction and substantial improvements, with fully enclosed areas below the lowest floor that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood waters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum requirements:

    a. A minimum of two (2) openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided;

    b. The bottom of all openings shall be no higher than one (1) foot above grade; and

    c. Openings shall be equipped with screens, louvers, valves are other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

5. **APPURTENANT STRUCTURES** – The construction of such structures must satisfy the following standards in unnumbered and numbered A Zones:

    a. Structure is low-valued and represents a minimal investment;

    b. Structure shall be small in size, not exceeding 600 square feet in size;

    c. Structure shall be unfinished on the interior;

    d. Structure can be used only for parking and limited storage;

    e. Structure shall not be used for human habitation (including work, sleeping, living, cooking, or restroom areas);

f. Service facilities such as electrical and heating equipment must be elevated to or above the BFE or flood-proofed;

g. Structure is constructed and placed on building site so as to offer minimum resistance to the flow of floodwaters;

h. Structure is designed to have low flood damage potential, ie: constructed with flood resistant materials;

i. Structure is firmly anchored to prevent flotation, collapse, and lateral movement;

j. Floodway requirements must be met in the construction of the structure; and

k. Openings to relieve hydrostatic pressure during a flood shall be provided below BFE.

No accessory structures are allowed in V Zones except for "disposable" sheds. If constructed, fill cannot be used for structural support and the areas below the BFE must remain free of obstruction or be constructed with non-supporting breakaway walls, open latticework, or insect screening. All appurtenant structures are to be located so as not to cause damage to adjacent and nearby structures.

6. MANUFACTURED HOMES

a. All manufactured homes, including manufactured housing as defined under Chapter 1201.003 (12), (18), and (20) of the Texas Occupation Code, to be placed within Zone A, shall be installed using methods and practices which minimize flood damage. For the purpose of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring MUST be in compliance with State and local anchoring requirements for resisting wind forces and must include, but not limited to, use of over-the-top or frame ties to ground anchors.

b. All manufactured homes shall be in compliance with Article 5, Section B (1).

c. Requirement that all manufactured homes to be placed or substantially improved within Zones A, AO, AH, and AE on the community's FIRM be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above the base flood elevation; and be securely anchored to an adequately anchored foundation system in accordance with the provisions of Section B (4) of this Article.

d. No manufactured home shall be placed in a coastal high hazard area. (velocity zone)

e. Manufactured homes may be placed in a floodway provided they meet the same standards as conventional housing and other development (e.g. their placement would be prohibited unless it could be demonstrated that there would be no increase in the base flood elevation in the community).

f. Brazoria County has a Manufactured Home Rental Community Ordinance which must be complied with in addition to these Regulations if the land is to be developed into a manufactured home park.

7. HOUSE TRAILERS

a. All house trailers with a total interior space of 400 square feet or less are governed by this section. All house trailers with a total interior space of 401 square feet or more are regulated under the manufactured home section of these regulations.

b. House trailers with a total interior space of 400 square feet or less are not required to be elevated above base flood elevation or to be in compliance with State and local anchoring requirements for manufactured homes.

c. All house trailers with a total interior space of 400 square feet or less that exceed eight (8) feet six (6) inches in width or 14 feet in height must have a valid state or County issued oversize vehicle permit at all times. Renewed permits shall be provided annually to the Floodplain Department.

d. All house trailers with a total interior space of 400 feet or less which are connected to utilities shall use RV-style utility hookups.

e. All house trailers to be placed within Zone A, AO, AH, and AE on the community's FIRM shall:

   1. Provide an evacuation plan at the time of permitting or may be elevated, anchored and tied down in the same manner as required of a manufactured home;

   2. Be able to evacuate immediately during storm events or upon County evacuation orders unless anchored and tied down in the same manner as required of a manufactured home; and

   3. Not have any accessory structures that would prevent the trailer from being evacuated, unless anchored and tied down in the same manner as required of a manufactured home.

f. All house trailers placed in a coastal high hazard area (velocity zone) must be:

   1. Maintained in a manner that keeps it capable of evacuation, including all licensing requirements for traveling on public roads;

   2. May not be anchored or tied down;

   3. No accessory structures are allowed that would prevent the trailer from being evacuated; and

   4. Shall be evacuated at such time as the storm is located within the area of 90° longitude and 22° latitude. The first warning will be issued when the storm is within 85° longitude and 20° latitude.

g. No house trailers may be placed in a floodway unless they meet the same standards as conventional housing.

h. Occupied house trailers are subject to Brazoria County's regulations regarding On-Site Sewage Facilities.

i. Any house trailer park requires a house trailer park development permit. The permit application will include a Letter of Permission for continuing Floodplain Management and Environmental Health Department access to the premises and the interiors of the house trailers and an evacuation plan, including proof of ability to tow all House Trailers in the event of an emergency, unless anchored and tied down in the same manner as required of a manufactured home (Zones AE / A / AO ONLY).

j. All house trailer park road designs and specifications shall be reviewed and approved by the Brazoria County Engineering Department.

k. All house trailer parks must obtain a permit from the Fire Marshal.

8. RECREATIONAL VEHICLES

a. Any recreational vehicle remaining at one location in excess of 180 days shall be permitted and elevated above the base flood elevation required. All recreational vehicles shall be tied down to resist flotation.

b. Any person, who moves a recreational vehicle from a location in order to avoid having to permit, elevate and tie down as required in these Regulations, must remove the recreational vehicle for a period in excess of 24 hours. If the vehicle is removed for a period consisting of 24 hours or less, then the permitting requirements will apply and the property owner will be required to comply with the requirements set forth in 8(a) above.

c. Any recreational vehicle that is being used as a residence must be permitted, elevated and tied down in the same manner as required for manufactured homes and the above 24-hour rule does not apply.

d. All recreational vehicles shall be in good working condition, whether self-propelled or dependent on external power, so that such vehicle is capable of evacuation as required.

e. Egress of recreational vehicles shall not be prevented by stored or fixed items such as stairs, porches, storerooms, etc.

f. In a coastal high hazard area (velocity zone), all recreational vehicles shall be evacuated at such time as the storm is located within the area of 90° longitude and 22° latitude. The first warning will be issued when the storm is within 85° longitude and 20° latitude.

g. Recreational vehicles stored on a homeowner's lot where the house already exists are exempt from the 180-day permit regulations subject to other ordinances or restrictions. These vehicles must be unoccupied and not connected to water or sewer facilities. It must have a current license, inspection sticker, and be capable of highway use.

9. FLOODWAYS - located within areas of special flood hazard established in Article 3, Section B are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

a. Encroachments are prohibited, including fill, new construction, substantial improvements and other development unless certification by a professional registered engineer or architect is provided demonstrating that encroachments shall not result in any increase in flood levels

during occurrences of the base flood discharge.

b. If Article 5, Section B, 5.a above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article 5.

10. FILL MATERIAL

a. No permit is required if the fill material to be placed is no more than 20 loads (250 cubic yards) of dirt per acre of land and the land is not within the Floodplain. Each acre may not contain more than 20 loads of dirt. Property owner is required to equally disperse and spread the fill material to ensure no more than 20 loads of fill being placed on each acre.

b. If more than 20 loads (250 cubic yards) of fill material is to be placed per acre of land, a permit must be obtained from the Floodplain Administrator and the property owner will be required to provide a hydraulic analysis (drainage plan) certified by a registered professional engineer and approved by the appropriate drainage district.

c. **When a floodplain Fill and Grading Permit is required under this section, construction MAY NOT commence until the drainage plan and fill work has been fully completed in compliance with the approved drainage plan, inspected and approved by the appropriate drainage district and documentation of such provided to the Floodplain Administrator. Upon certification by the Floodplain Administrator, a building permit may be issued and construction may commence. Where fill and grading work has commenced before appropriate approvals by the appropriate drainage district and the Fill and Grading Permit has not been obtained from the County, the Floodplain Administrator shall issue a stop work order and the permit fees shall be doubled. If the Fill and Grading Permit is not complied with, County may institute a civil suit as set forth in Article 9, Section C.**

d. The property owner must be able to provide to the County information relating to the location from which the dirt came, if it was from a governmental project, and who hauled/delivered the fill material.

e. Fill material shall be placed no closer than ten (10) feet from the edge of the property line.

f. If the fill is placed on a piece of property in which the natural flow of water is conveyed on the proposed fill site, then the property owner is required to mitigate for the altered flow. Natural flow could be by sheet flow, swale, ditch, slough or other natural or man-made means of conveyance of water. Mitigation could include ditches, swales, detention/retention ponds and any other means of conveyance/detention/retention.

g. All fill material must be spread evenly and as per permit represents within six (6) months of the permit issuance date. If the fill material is not spread within this time period, the property owner may be requested to remove the material.

h. Any reduction in floodplain storage or conveyance capacity must be offset with a hydraulically equivalent (one-to-one) volume of mitigation sufficient to offset the reduction. The reduction may result from development or the placement of fill within the 1% floodplain or 100-year floodplain. Such mitigation shall be within the same watershed and shall be provided on the same property or within the same hydrologic sub-watershed. Mitigation at an alternate site requires approval of the County Engineer. A full hydrological and hydraulic

analysis must be submitted to support a request for mitigation outside the boundaries of the property being developed.

SECTION C. STANDARDS FOR SUBDIVISION PROPOSALS

1. All subdivision proposals including manufactured home parks and subdivisions shall be consistent with Article 1, Sections B, C, and D of these Regulations.

2. All proposals for development of subdivisions including manufactured home parks and subdivisions shall meet Development Permit requirements of Article 3, Section C; Article 4, Section C; and the provisions of Article 5 of these Regulations.

3. Base flood elevation data shall be generated for subdivision proposals and other proposed development including manufactured home parks and subdivisions, which is greater than 50 lots or five (5) acres, whichever is lesser, if not otherwise provided pursuant to Article 3, Section B or Article 4, Section C (8) of these Regulations.

4. All subdivision proposals including manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

5. All subdivision proposals including manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

6. Brazoria County has a Subdivision Ordinance which must also be followed in addition to these Regulations. Copies may be obtained from the Brazoria County Engineering Department.

SECTION D. STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES)

Located within the areas of special flood hazard established in Article 3, Section B, are areas designated as shallow flooding. These areas have special flood hazards associated with the base flood depths of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

1. All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two (2) feet if no depth number is specified).

2. All new construction and substantial improvements of non-residential construction shall:

    a. have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two (2) feet if no depth number is specified); or

    b. together with the attendant utility and sanitary facilities be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and the structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects on buoyancy.

3. A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section, as proposed in Article 4, Section D,1.a, are satisfied.

4. Shall have adequate drainage paths around structures on slopes, to guide floodwaters around and away from proposed structures within Zones AH or AO.

5. No person, company or organization may provide utility services that connect the land with utility services without written certification from the County that the property complies with these Regulations.

SECTION E. COASTAL HIGH HAZARD AREAS

Located within the areas of special flood hazard established in Article 3, Section B, are areas designated as Coastal High Hazard Areas (Zones V1-30, VE and/or V). These areas have special flood hazards associated with high velocity waters from tidal surges and hurricane wave wash; therefore, in addition to meeting all provisions outlined in these Regulations, the following provisions must apply:

1. Obtain the elevation (in relation to mean sea level) of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of all new substantially improved structures, and whether or not such structures contain a basement. The Floodplain Administrator shall maintain a record of all such information.

2. All new construction shall be located landward of the reach of mean high tide.

3. All new construction and substantial improvements shall be elevated on pilings and columns so that:

    a. the bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or above the base flood level;

    b. the pile or column foundation and structure attached thereto is anchored to resist flotation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Wind and water loading values shall each have a one percent chance of being equaled to or exceeded in any given year (100-year mean recurrence interval); and

    c. a registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction and shall certify that the design methods of construction to be used are in accordance with the accepted standards of practice for meeting the provisions of (3) (a), (b) and (c) of this section.

4. Provide that all new construction and substantial improvements have the space below the lowest floor either free of obstruction or constructed of no more than 300 square feet with non-supporting breakaway walls, open-wood latticework, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. For the purpose of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local or State codes) may be permitted only if a registered professional engineer or architect certified that the proposed designs meet the following conditions:

    a. breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and

b. the elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and nonstructural). Maximum wind and water loading values to be used in this determination shall each have one percent chance of being equaled or exceeded in any given year (100-year mean recurrence interval).

5. If breakaway walls are utilized, such enclosed space shall be used solely for parking of vehicles, building access, or storage. Such space shall not be used for human habitation.

6. Prohibit the use of fill for structural support of buildings.

7. Prohibit man-made alteration of sand dunes and mangrove stands which would increase potential flood damage. Brazoria County has in effect a Dune Protection and Beach Access Plan under Commissioners Court Order No. 6.C.1 dated August 9, 2022 and all amendments thereto after the adoption of these Regulations. It is recommended that this plan be reviewed before any work is begun on or around sand dunes. The Dune Protection and Beach Access Plan can be obtained from the Brazoria County Clerk or the Brazoria County Floodplain Administrator's Office.

SECTION F. DEPTH CRITERIA REGULATIONS

Floodplain areas below the base flood elevation and above the specified depth criterion, as shown on the effective Flood Insurance Rate Map in selected reaches of the Brazos River, Oyster Creek, and San Bernard River Floodplains, are hereby designated as the floodway fringe. These fringe areas may be developed, or otherwise filled, above the base flood elevation, without performing an analysis of impact on flood levels. However, levee systems or other continuous fills in the floodway fringe exceeding 500 feet in any dimension, or forming a potential barrier to the movement of waters during the occurrence of the base flood are not permitted unless hydrologic and hydraulic analysis, certified by a registered professional engineer, demonstrated that less than one (1) foot increase in flood levels will occur from the proposed fill when evaluated in combination with all similar fills which could be placed by other property owners similarly situated.

No development, including fill, may be placed within designated floodways, natural stream channels or other Floodplain areas not designated as floodway fringe unless a hydrologic or hydraulic analysis, certified by a registered professional engineer, demonstrates that no increase in base flood elevations will occur.

However, it is recognized that buildings may be constructed on approved piers or pilings in areas below the depth criterion if Brazoria County determines that the cross-sectional area of the restrictions removed, or proposed to be removed, is equal to or greater than that proposed to be built. If this data, supplied by the owner, is obvious to Brazoria County, a permit may be issued without an engineering study.

Prior to granting a permit for construction of a structure, designed for purposes of human occupancy, on a site where the greatest depth of flooding below the base flood elevation will exceed 1.5 feet, the Floodplain Administrator will review the availability of suitable evacuation routes and emergency services during the occurrence of base flood levels and will deny those permits where health and safety considerations will prevail.

SECTION G. ADDITIONAL REQUIREMENTS FOR BASE FLOOD ELEVATIONS

Brazoria County will require an elevation to two (2) feet above the base flood elevation for development in flood hazard area Zones "A" and "AE", as indicated on the National Flood Insurance Program FIRM map for

the County.

When development is located outside of a Brazoria County drainage district, Brazoria County will require compliance with the Brazoria County Drainage Criteria Manual which is incorporated by reference herein and may be obtained from either the Brazoria County Clerk or the Brazoria County Engineering Department.

In areas where the base flood elevations change more than one (1) foot, the elevation required will be interpolated by the Floodplain Administrator with the best available information.

ARTICLE 6
UTILITIES

Any structure or other development may not be connected with water, sewer, and electricity or gas utility service if it is not in compliance with these Regulations.

ARTICLE 7
HAZARDOUS WASTE

SECTION A. DEFINITIONS

1. "Hazardous Waste Management Facilities" including facilities for storage, processing or disposal of any waste identified or listed as hazardous by the Administrator of the United States Environmental Protection Agency, pursuant to 42 U.S.C.6901, et seq., as amended.

2. On Site Storage Processing or Disposal includes those activities defined in Section 335.42 (a) (44) [156.22.05.102 (a) (44)] Texas Administrative Code.

SECTION B. STATEMENT OF PURPOSE

In order to promote and protect the public interest in providing appropriate protection against the perils of flood losses, no building or development permits will be granted for the construction of any injection well or other type of disposal site for hazardous material or any hazardous waste management facilities in any flood prone areas or Floodplain areas having special flood hazards, as delineated on the Official Flood Hazard Map of Brazoria County, with the exception of hazardous waste management facilities for storage, processing or disposal of on-site generated waste. See Article 5, Section A,6 and 7.

ARTICLE 8
OTHER REGULATIONS

In addition to these Regulations, any development must also consider the following Plans or Ordinances:

SEPTIC PERMITS: Septic permits are required through the Texas Health and Safety Code or Brazoria County regulations for all properties that are less than ten (10) acres and do not have access to a public sewer system or larger than ten (10) acres but have more than one structure requiring a septic system. To determine if a person must have a septic permit, contact the Brazoria County Environmental Health Department.

FIRE CODE: Brazoria County has adopted a Fire Code for New Construction of Commercial and Public Structures. Information pertaining to its requirements or a copy of the Ordinance may be obtained from the Brazoria County Clerk or Brazoria County Fire Marshal.

DRAINAGE PLAN: Each drainage district's rules apply to properties located within each districts respective boundaries. Property not located within a drainage district must comply with Brazoria County's Drainage

Criteria Manual Information pertaining to its requirements or a copy of the plan may be obtained from the Brazoria County Engineering Department.

LOCAL DRAINAGE DISTRICTS: If the development is located within a drainage district, the owner or developer shall consult with the local drainage district to determine if plans, drawings or designs need to be submitted for its approval. All drainage improvements must be completed and approved by the appropriate drainage district before any structures are built.

MANUFACTURED HOME ORDINANCE: Brazoria County has adopted a Manufactured Home Ordinance which must be complied with in the development of a manufactured home park. Copies of these Regulations may be obtained from the Brazoria County Clerk or Brazoria County Engineering Department.

SUBDIVISIONS: Brazoria County has adopted a Subdivision Ordinance which must be complied with in the development of any subdivisions. Copies of these Regulations may be obtained from either the Brazoria County Clerk or the Brazoria County Engineering Department.

SAND DUNE PROTECTION PLAN: Brazoria County has adopted a Dune Protection and Beach Access Plan which must be complied with when any development is planned to occur at, near or around any sand dunes and/or beach. Copies of these Regulations may be obtained from either the Brazoria County Clerk or the Brazoria County Floodplain Department.

ARTICLE 9
VIOLATIONS AND PENALTIES

SECTION A. REVOCATION OF PERMIT

The Floodplain Administrator may revoke a permit or approval issued under the provisions of these Regulations, in cases where there have been false statement or misrepresentation as to a material fact in the application or plans upon which the permit or approval was based.

SECTION B. CONTEMPT OF COMMISSIONERS COURT

Any person, firm, corporation or agent who violates a provision of these Regulations, or fails to comply therewith, or with any of the requirements therefore, or who erects, constructs, or alters any structure, or has erected, constructed, altered or repaired a building or structure in violation, shall be guilty of Contempt of Commissioners Court of Brazoria County, Texas. Each person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any such provisions of these Regulations is committed, or continued and upon conviction of any such violation such person shall be punished within the limits as provided by state law.

Commissioners Court may punish contempt by fine or imprisonment in accord with the provisions of Section 81.023 of the Texas Local Government Code, as amended. Any person securing a permit under these Regulations does so on the representation to Commissioners Court that he will comply with the terms of the permit and with these requirements and other County regulations. Commissioners Court has the power to enforce its orders by civil contempt for violations of such representations. If the Commissioners Court finds the defendant to be guilty of contempt, it will enter such orders consistent with general law as it deems appropriate to punish the person guilty of contempt, and will enter such other and further orders enforceable by civil and criminal contempt, and consistent with its authority under general laws, as Commissioners Court deems necessary to enforce and protect its jurisdiction over the matter, and to uphold the integrity of these Regulations. Procedures for contempt proceedings before Commissioners Court will be consistent with procedures in actions before other courts in this State for enforcement of court orders, and for the protection of

the jurisdiction of courts by the process of contempt.

SECTION C. VIOLATIONS AND PENALTIES

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of these Regulations and other applicable regulations. Violation of the provisions of these Regulations by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a Class C misdemeanor. Each violation of these Regulations and each day of a continuing violation is a separate offense.

Nothing herein contained shall prevent a community from taking such other lawful action as is necessary to prevent or remedy any violation. If it appears that a person has violated, is violating or is threatening to violate these Regulations in any manner, the County may institute a civil suit in the appropriate court for injunctive relief to restrain the person from continuing the violation or threat of violation including, but not limited to, an order directing the person to remove illegal improvements and restore preexisting conditions. In addition, a person who violates these Regulations is subject to a civil penalty of not more than $100.00 for each act of violation and for each day of violation.

Any person who diverts or impounds the natural flow of surface waters or permits a diversion or impounding by him to continue in a manner that damages the property of another by the overflow of the water diverted or impounded may be subject to a civil suit in the appropriate court for injunctive relief to restrain the person from continuing the violation and directing the person to remove illegal improvements and restore the property to preexisting conditions and seek a civil penalty of $100.00 for each act of violation and for each day of the violation.

The County shall notify a mortgage holder and a flood insurance carrier of any violations of these Regulations and identify the owner, developer, and tract of land affected.

County shall file against any parcel of land that is in violation of these Regulations, a notice in the real property records identifying any condition on the property that the County determines violates the rules adopted by these Regulations.

No Person may provide utility services that connect the land and/or improvements with utility services without written certification from the County that the property complies with rules adopted.

CERTIFICATION OF ADOPTION

APPROVED: _____
(community official)

PASSED: 11/18/2025
(adoption date)

ORDINANCE BECOMES EFFECTIVE: November 18, 2025.
(effective date)

I, the undersigned, Joyce Hudman County Clerk, do hereby certify that the above is a true and correct copy of an ordinance duly adopted by the Commissioners Court of Brazoria County, at a regular meeting duly convened on 11/18/25.

_____
{Signature of Certifying Official}

{SEAL}

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.23. **11/18/2025**

Department of State Health Services (DSHS) Cities Readiness Initiative (CRI) Contract No. HHS001439300008, Amendment No. 3

The Court approves the Department of State Health Services (DSHS) Contract No. HHS001439300008, Amendment No. 3 for the Cities Readiness Initiative (CRI) program under Public Health Emergency Preparedness to clarify indirect cost requirements and revise the FY 26 Statement of Work.

The Court authorizes the County Judge to sign all documents related to this amendment, including e-signature.

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DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001439300008
AMENDMENT NO. 3

The **DEPARTMENT OF STATE HEALTH SERVICES** ("DSHS" or "System Agency") and **BRAZORIA COUNTY HEALTH DEPARTMENT** ("Grantee"), each a "Party" and collectively the "Parties" to that certain Cities Readiness Initiative ("CRI") grant agreement effective July 1, 2024, and denominated DSHS Contract No. HHS001439300008 (the "Contract" or "Grant Agreement"), as amended, now desire to further amend the Grant Agreement.

WHEREAS, System Agency desires to update the Budget provision to clarify indirect cost requirements; and

WHEREAS, the Parties desire to revise the FY2026 Statement of Work to update reporting submission methods and certain references and incorporate other modifications to the Grant Agreement as set forth herein.

NOW, THEREFORE, the Parties amend and modify the Grant Agreement as follows:

1. **SECTION IV, STATEMENT OF WORK,** of the Grant Agreement is deleted in its entirety and replaced with the following:

IV. STATEMENT OF WORK

A. The Scope of Grant Project to which Grantee is bound comprises the following:

1. **ATTACHMENT A.1: PROJECT FY2025 STATEMENT OF WORK**
2. **ATTACHMENT A.3: REVISED PROJECT FY2026 STATEMENT OF WORK**

B. Project Fiscal Year ("Project FY") means the period beginning July 1 and ending June 30 of the following year.

2. **SECTION V, BUDGET AND INDIRECT COST RATE,** of the Grant Agreement is deleted in its entirety and replaced with the following:

V. BUDGET AND INDIRECT COST RATE

A. The total amount of this Grant Agreement will not exceed **TWO HUNDRED FIVE THOUSAND TWO HUNDRED SEVENTY-TWO DOLLARS ($205,272.00)**, which includes the following:

1. For Project FY2025, the DSHS share of $107,960.00 and Grantee's required match amount of $10,796.00, and
2. For Project FY2026, the DSHS share of $78,651.00 and Grantee's required match amount of $7,865.00.

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B. The total not-to-exceed amount includes the following:
Total Federal Funds: $186,611.00
Total State Funds: $0.00

C. All expenditures under the Grant Agreement must be expended within the allocated Project FY and in accordance with the corresponding Project FY budget under this Grant Agreement.

D. **Indirect Cost Rate:** Grantee must have an approved or acknowledged indirect cost rate in order to recover indirect costs. If Grantee has an acknowledged or approved Indirect Cost Rate (ICR), it will be incorporated into the budget and the Indirect Cost Rate Agreement Letter attached to and incorporated into the Grant Agreement.

E. If the System Agency approves or acknowledges an indirect cost rate, whether updated or issued after Grant Agreement execution, the Grant Agreement will be amended to incorporate the rate (and the new indirect cost rate letter, if applicable) and the budget revised accordingly.

3. **SECTION X, FEDERAL AWARD INFORMATION,** of the Grant Agreement is deleted in its entirety and replaced with the following:

X. FEDERAL AWARD INFORMATION

GRANTEE'S UNIQUE ENTITY IDENTIFIER IS: N1GLHP8EWHD9

Federal Award Identification Number (FAIN): 5 NU90TU000053-02-00

A. Assistance Listings Title, Number, and Dollar Amount: Centers for Disease Control and Prevention, Public Health Emergency Preparedness (PHEP) Cooperative Agreement, 93.069, $35,995,796.00, Federal Award Date: 06/30/2025
B. Federal Award Period: July 1, 2025 – June 30, 2026
C. Name of Federal Awarding Agency: Centers for Disease Control and Prevention
D. Federal Award Project Description: Texas DSHS Public Health Emergency Preparedness (PHEP) Cooperative Agreement.
E. Awarding Official Contact Information: Ms. Kimberly Champion, Grants Management Specialist, (404) 498-4229, qrf9@cdc.gov
F. Total Amount of Federal Funds Awarded to System Agency: $35,995,796.00
G. Amount of Funds Awarded to Grantee: $78,651.00
H. Identification of Whether the Award is for Research and Development: No

4. **ATTACHMENT A.2, PROJECT FY2026 STATEMENT OF WORK,** of the Grant Agreement is deleted in its entirety and replaced with **ATTACHMENT A.3, REVISED PROJECT FY2026 STATEMENT OF WORK,** which is attached to this Amendment and incorporated into and made part of the Grant Agreement for all purposes.

5. This Amendment is effective upon execution by the last Party to sign below.

6. Except as amended and modified by this Amendment, all terms and conditions of the Grant

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Agreement, as previously amended, shall remain in full force and effect.

7. Any further revisions to the Grant Agreement shall be by written agreement of the Parties.

8. Each Party represents and warrants that the person executing this Amendment on its behalf has full power and authority to enter into this Amendment.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR AMENDMENT NO. 3
DSHS CONTRACT NO. HHS001439300008

DEPARTMENT OF STATE HEALTH SERVICES	**BRAZORIA COUNTY HEALTH DEPARTMENT**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date of Signature: _____	Date of Signature: _____

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ATTACHMENT A.3
REVISED PROJECT FY2026 STATEMENT OF WORK

July 1, 2025 through June 30, 2026

I. GRANTEE RESPONSIBILITIES

A. Grantee shall deliver services funded by the Public Health Emergency Preparedness ("PHEP") Cooperative Agreement from the Centers for Disease Control and Prevention ("CDC") to advance public health preparedness for the Cities Readiness Initiative ("CRI").

B. Grantee shall perform the activities required under this Grant Agreement in the following county(ies): Brazoria; the county(ies) make(s) up the Grantee's geographical jurisdiction.

C. Grantee shall provide DSHS with situational awareness data generated through interoperable networks of electronic data systems.

D. Grantee shall address the following public health emergency preparedness capabilities:

1. Capability 1 – Community preparedness is the ability of communities to prepare for, withstand, and recover from public health incidents in both the short and long term;
2. Capability 2 – Community recovery is the ability of communities to identify critical assets, facilities, and other services within public health, emergency management, health care, human services, mental/behavioral health, and environmental health sectors that can guide and prioritize recovery operations;
3. Capability 3 – Emergency operations coordination is the ability to coordinate with emergency management and to direct and support an incident or event with public health or health care implications by establishing a standardized, scalable system of oversight, organization, and supervision that is consistent with jurisdictional standards and practices and the National Incident Management System ("NIMS");
4. Capability 4 – Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel;
5. Capability 5 – Fatality management is the ability to coordinate with partner organizations and agencies to provide fatality management services to ensure the proper recovery and preservation of remains; identification of the deceased; determination of cause and manner of death; release of remains to an authorized individual; and provision of mental/behavioral health assistance for the grieving. The role also may include supporting activities for the identification, collection, documentation, retrieval, and transportation of human remains, personal effects, and evidence to the examination location or incident morgue;
6. Capability 6 – Information sharing is the ability to conduct multijurisdictional and multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, tribal, and territorial levels of government and the private sector. This capability includes the routine sharing of

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information as well as issuing of public health alerts to all levels of government and the private sector in preparation for and in response to events or incidents of public health significance;

7. Capability 7 – Mass care is the ability of public health agencies to coordinate with and support partner agencies to address, within a congregate location (excluding shelter-in-place locations), the public health, health care, mental/behavioral health, and human services needs of those impacted by an incident. This capability includes coordinating ongoing surveillance and public health assessments to ensure that health needs continue to be met as the incident evolves;
8. Capability 8 – Medical countermeasure dispensation and administration is the ability to provide medical countermeasures to targeted population(s) to prevent, mitigate, or treat the adverse health effects of a public health incident, according to public health guidelines. This capability focuses on dispensing and administering medical countermeasures, such as vaccines, antiviral drugs, antibiotics, and antitoxins;
9. Capability 9 – Medical materiel management and distribution is the ability to acquire, manage, transport, and track medical materiel during a public health incident or event and the ability to recover and account for unused medical materiel, such as pharmaceuticals, vaccines, gloves, masks, ventilators, or medical equipment after an incident;
10. Capability 10 – Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the health care system to endure a hazard impact, maintain or rapidly recover operations that were compromised, and support the delivery of medical care and associated public health services, including disease surveillance, epidemiological inquiry, laboratory diagnostic services, and environmental health assessments;
11. Capability 11 – Nonpharmaceutical interventions are actions that people and communities can take to help slow the spread of illness or reduce the adverse impact of public health emergencies. This capability focuses on communities, community partners, and stakeholders recommending and implementing nonpharmaceutical interventions in response to the needs of an incident, event, or threat. Nonpharmaceutical interventions may include isolation, quarantine, restrictions on movement and travel advisories or warnings, social distancing, external decontamination, hygiene, and precautionary protective behaviors;
12. Capability 12 – Public health laboratory testing is the ability to implement and perform methods that may be used to detect, characterize, and confirm public health threats. It also includes the ability to report timely data, provide investigative support, and use partnerships to address actual or potential exposure to threat agents in multiple matrices, including clinical specimens and food, water, and other environmental samples. This capability supports passive and

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active surveillance when preparing for, responding to, and recovering from biological, chemical, and radiological (if a Radiological Laboratory Response Network is established) public health threats and emergencies;

13. Capability 13 – Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes. It also includes the ability to expand these systems and processes in response to incidents of public health significance;
14. Capability 14 – Responder safety and health is the ability to protect public health and other emergency responders during pre-deployment, deployment, and post-deployment; and
15. Capability 15 – Volunteer management is the ability to coordinate with emergency management and partner agencies to identify, recruit, register, verify, train, and engage volunteers to support the jurisdictional public health agency's preparedness, response, and recovery activities during pre-deployment, deployment, and post-deployment.

E. Grantee shall coordinate with DSHS to develop a preparedness activity plan for the Grantee's geographic jurisdiction. Grantee shall utilize the CDC's Public Health Response Readiness Framework (currently available at: https://www.cdc.gov/readiness/php/cri/index.html, which defines excellence in response operations) and ensure those CDC priority areas are addressed throughout the deliverables:

1. Prioritize a risk-based approach to all-hazards planning that addresses evolving threats and supports medical countermeasure logistics;
2. Enhance partnerships (federal and nongovernmental organizations) to effectively support community preparedness efforts;
3. Expand local support to improve jurisdictional readiness to effectively manage public health emergencies;
4. Improve administrative and budget preparedness systems to ensure timely access to resources for supporting jurisdictional responses;
5. Build workforce capacity to meet jurisdictional surge management needs and support staff recruitment, retention, resilience, and mental health;
6. Modernize data collection and systems to improve situational awareness and information sharing with healthcare systems and other partners;
7. Strengthen risk communications activities to improve proficiency in disseminating critical public health information and warnings and address mis/disinformation;
8. Incorporate practices to enhance preparedness and response support for communities experiencing differences in health status due to structural barriers;
9. Advance capacity and capability of public health laboratories to characterize

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emerging public health threats through testing and surveillance; and

10. Prioritize community recovery efforts to support health department reconstitution and incorporate lessons learned from public health emergency responses.

F. Grantee shall provide matching funds in the amount of ten percent (10%) of the DSHS Direct Costs and Indirect Costs amount as outlined in the budget under the Grant Agreement.

G. The non-federal contributions ("Match") may be provided directly or through donations from public or private entities and may be cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Grantee incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that apply to the use of federal funds, including prior approval requirements and other rules for allowable costs as described in 45 Code of Federal Regulations (CFR) 74.23 and 45 CFR 92.24, as amended.

"Cash match" is defined as an expenditure of cash by the Grantee on allowable costs under this Grant Agreement that are borne by the Grantee. "In-kind match" is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used in activities that benefit this Grant Agreement's project and that are contributed by non-federal third parties without charge to the Grantee. The Match must:

1. Be an allowable cost under the applicable federal cost principle;
2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;
3. Be verifiable within the Grantee's (or subgrantee's) records;
4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement contracts);
5. Not be included as contributions toward any other federally assisted project or program (match can count only once);
6. Not be paid by the federal government under another award, except where authorized by federal statute to be used for cost-sharing or match;
7. Conform to other provisions of governing circulars/statutes/regulations as applicable for the Grant Agreement;
8. Be adequately documented;
9. Follow procedures for generally accepted accounting practices as well as meet audit requirements; and
10. Value the in-kind contributions reported and be supported by documentation reflecting the use of goods and/or services during the Grant Agreement term.

H. In the event of a public health emergency involving a portion of the state, Grantee shall mobilize and dispatch staff or equipment purchased with funds from previous PHEP

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cooperative agreements, and not currently performing critical duties in the jurisdiction served, to the affected area of the state upon receipt of a written request from DSHS.

I. Grantee shall coordinate activities and response plans within its geographical jurisdiction with the state, regional, and other local jurisdictions, among local agencies, and with hospitals and major health care entities, jurisdictional Metropolitan Medical Response Systems, and Councils of Government.

J. Grantee shall inform DSHS in writing if Grantee will not continue performance under this Grant Agreement within thirty (30) calendar days of receipt of DSHS's notification of an amended standard(s) or guideline(s). In such event, DSHS may terminate this Grant Agreement immediately or within a reasonable period of time as determined by DSHS.

K. Grantee shall develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Grant Agreement, including partial full-time employees and temporary staff.

L. Grantee shall complete and submit programmatic reports as directed by DSHS in a format specified by DSHS and as needed to satisfy information-sharing requirements set forth in Sections 421.071 and 421.072(b)-(c) of the Texas Government Code, as amended. Grantee shall provide DSHS other reports, including financial reports, that DSHS determines necessary to accomplish the objectives of this Grant Agreement and to monitor compliance.

M. Grantee shall conduct all exercises and training in accordance with Homeland Security Exercise Evaluation Program ("HSEEP") guidance and have plans, processes, and training in place to meet NIMS compliance requirements.

N. When using volunteers during the Grant Agreement term, Grantee shall designate a Texas Disaster Volunteer Registry ("TDVR") State Emergency System for the Advanced Registration of Volunteer Health Professionals ("ESAR-VHP") System Administrator, participate in required administrator trainings, and utilize the system to identify volunteers.

O. Grantee shall work with the DSHS Public Health Region and their Regional Health Care Coalition to develop comprehensive preparedness strategies by participating in meetings, trainings, and exercises.

P. Grantee shall comply with all state and DSHS guidance and standards, including the Texas Grant Management Standards (currently available at: https://comptroller.texas.gov/purchasing/grant-management/).

Q. At the expiration or termination of this Grant Agreement for any reason, title to any remaining equipment and supplies purchased with funds under this Grant Agreement will revert to DSHS. Title may be transferred to any other party designated by DSHS. DSHS

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may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.

R. Grantee shall fill any vacant positions within ninety (90) calendar days. Grantee shall report all position vacancies to their assigned DSHS Contract Representative each month until all positions are filled. DSHS may reduce Grantee's budget if Grantee has vacant positions existing for more than ninety (90) consecutive calendar days.

S. Grantee shall comply with all applicable federal and state laws, rules, and regulations, as amended, including, but not limited to, the following:

1. Chapter 418 of the Texas Government Code;
2. Public Law 116-22, Pandemic and All-Hazards Preparedness and Advancing Innovation Act ("PAHPAI");
3. Public Law 109-417 Pandemic and All-Hazards Preparedness Act ("PAHPA");
4. Chapter 81 of the Texas Health and Safety Code;
5. Section 319 C-1 of the Public Health Service (PHS) Act (47 USC § 247d-3a), as amended; and
6. 2 CFR Part 200.

T. Grantee shall comply with all requirements related to the cost reimbursement budget, purchases made with grant funds, and uses of grant funds under this Grant Agreement, which include the following:

1. Grantee's approved cost reimbursement budget must document all approved and allowable expenditures;
2. Grantee shall only utilize funding under this Grant Agreement for approved and allowable costs. If Grantee requests to utilize funds for an expense not documented in the approved cost reimbursement budget, Grantee shall notify the DSHS Contract Representative, in writing, and request approval prior to utilizing the funds. DSHS shall provide written notification whether the requested expense is approved or denied;
3. Grantee shall maintain an inventory of equipment, supplies defined as Controlled Assets, and real property. Grantee shall submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report to FSOequip@dshs.texas.gov, with a copy to the assigned DSHS Contract Representative by email not later than October 15 of each year. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more, but less than $10,000: desktop and laptop computers (including notebooks, tablets, and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies;

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4. Grantee may not use funds for research, clinical care, fundraising activities or lobbying, construction or major renovations, reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff, purchase of vehicles of any kind, uniforms, buildings or real property, or funding an award to another party or provider who is ineligible;
5. Grantee may not use funds made available under this Grant Agreement to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides;
6. Grantee shall initiate the purchase of all equipment approved in writing by DSHS, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase equipment must be submitted to the assigned DSHS Contract Representative; and
7. Grantee shall not use DSHS funds to lease buildings or real property without prior written approval from DSHS. Further, Grantee shall not use DSHS funds for the purchase of buildings or real property under any circumstance.

U. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls by Grantee.

V. DSHS will monitor Grantee's expenditures on a monthly basis. If expenditures are below the amount projected in Grantee's total Project FY amount, Grantee's budget may be subject to a decrease for the remainder of the Project FY.

II. REPORTING REQUIREMENTS

A. Grantee shall submit all reporting requirements in accordance with the deadlines set forth in **Section VII, Reporting Requirements**, of the Grant Agreement.

B. Grantee shall prepare and electronically submit a current Multi-Year Integrated Preparedness Plan ("MYIPP") each Project FY, which must include at least five (5) years of progressive exercise, planning and training, via email to phep@dshs.texas.gov with a copy to the DSHS Contract Representative identified in **Section VIII, Contract Representatives**, of the Grant Agreement. The MYIPP must be based on the results of the Grantee's training needs assessment and the evaluations of previous exercises and responses, including the After-Action Review/Improvement Plan. The MYIPP must include a description of:

1. Summary of the MYIPP Workshop;
2. The proposed location, month(s), and year(s) of future exercise(s);

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3. The type(s) of future exercise(s) that will take place; and
4. The partnering entities.

MYIPP must include at least one access and functional needs or underserved populations (FEMA Definition), training to support a ready responder workforce (WHF-B, AHA-G, LOC-B), and recovery operations (REC-A). Data elements listed in CDC's Supplemental Guidance must also be provided to DSHS.

C. Grantee shall prepare and submit a self-assessment on Capacity Indicators each Project FY via Qualtrics or as otherwise directed by DSHS. For Project FY2026, Grantee shall submit the Capacity Indicators Form to DSHS on the template prescribed by DSHS.

D. Grantee shall prepare and electronically submit a Jurisdictional Risk Assessment (JRA) to phep@dshs.texas.gov with a copy to the DSHS Contract Representative identified in **Section VIII, Contract Representatives**, of the Grant Agreement using a weblink provided by DSHS. Grantee may submit previously completed JRAs if they are not more than 5 years old. The JRA must include:

1. Disproportionately impacted populations or access and functional needs populations and any additional information provided by CDC's Supplemental Guidance.
2. Data elements listed in CDC's Supplemental Guidance must be provided to DSHS.

E. Grantee shall conduct, at minimum, one exercise following CDC's guidance during the Project FY2026. (Exercises are listed on pages 55 to 58 of the PHEP Cooperative Agreement Notice of Funding Opportunity (CDC-FRA-TU24-0137), currently available at: https://www.cdc.gov/readiness/php/phep/2024-phep-cooperative-agreement-guidance-budget-period-1.html.) Grantee shall conduct exercises in accordance with CDC and DSHS requirements, including all supplemental guidance, and submit documentation to DSHS. Data elements listed in CDC's Supplemental Guidance must be provided to DSHS.

F. Grantee shall submit a Financial Status Report (FSR) twice per Federal Fiscal Year ("FFY") (July 1 through June 30 of the following year). Grantee shall electronically submit FSRs to invoices@dshs.texas.gov and FSRGrants@dshs.texas.gov with a copy to the DSHS Contract Representative.

At DSHS' direction, Grantee shall submit the reports by mail or fax and send the required information to one of the following:

1. For submission by mail, use address below:
Department of State Health Services
Claims Processing Unit
P.O. Box 149347, MC 1940

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Austin, TX 78714-9347

2. For submission by fax, use number below:
(512) 458-7442

G. Grantee shall immediately notify DSHS in writing if Grantee is legally prohibited from providing any report required under this Grant Agreement.

III. INVOICE AND PAYMENT

A. Grantee shall request monthly payments following the month in which expenses were incurred and use the State of Texas Purchase Voucher (Form B-13 and Form B-13A), currently available at https://www.dshs.texas.gov/contractor-forms. Grantee's final invoice is due thirty (30) calendar days following the expiration or termination date of the Grant Agreement.

B. Grantee shall electronically submit requests for reimbursements by electronic mail to invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov, with a copy to the DSHS Contract Representative. Invoice approval and payment by DSHS is contingent upon receipt of adequate and acceptable supporting documentation timely.

C. At a minimum, every invoice must include:

1. Grantee name, address, email address, vendor identification number, and telephone number;
2. DSHS Contract and Purchase Order number;
3. Identification of service(s) provided; including line-item budget justifications;
4. The total invoice amount; and
5. Any additional supporting documentation that is required by this Statement of Work or as requested by DSHS.

D. DSHS will reimburse Grantee on a cost reimbursement basis and in accordance with the corresponding budget period under this Grant Agreement. DSHS will reimburse Grantee only for allowable and reported expenses incurred within the Project FY.

Certificate Of Completion

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Status: Sent
Subject: $205,272.00; HHS001439300008; Brazoria County; CPS/CRI; A.3
Source Envelope:
Document Pages: 13
Signatures: 0
Envelope Originator:
Certificate Pages: 2
Initials: 0
CMS Internal Routing Mailbox
AutoNav: Enabled
11493 Sunset Hills Road
EnvelopeId Stamping: Enabled
#100
Time Zone: (UTC-06:00) Central Time (US & Canada)
Reston, VA 20190
CMS.InternalRouting@dshs.texas.gov
IP Address: 167.137.1.15

Record Tracking

Status: Original
10/28/2025 12:24:25 PM
Holder: CMS Internal Routing Mailbox
CMS.InternalRouting@dshs.texas.gov
Location: DocuSign

Signer Events	Signature	Timestamp
L. M. "Matt" Sebesta, Jr. MattS@brazoriacountytx.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 10/28/2025 12:29:12 PM
Michael Montgomery Michael.Montgomery1@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Patty Melchior Patty.Melchior@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
David Gruber David.Gruber@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cathy Sbrusch cathys@brazoria-county.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/28/2025 12:29:11 PM Viewed: 10/28/2025 12:51:08 PM
Fred L. Waterman Fred.Waterman@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
CMS Inbox cmucontracts@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/28/2025 12:29:12 PM

Payment Events	Status	Timestamps

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.24. **11/18/2025**

Department of State Health Services (DSHS) Public Health Emergency Preparedness (PHEP) Contract No. HHS001439500015 Amendment No. 4

The Court approves the Department of State Health Services (DSHS) Contract No. HHS001439500015 Amendment No. 4 to reinstate the FY 2026 contract funding by adding 28% in support of Public Health Emergency Preparedness (PHEP).

The Court authorizes the County Judge to sign all documents related to this amendment, including e-signature.

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TEXAS Health and Human Services

Texas Department of State Health Services

Jennifer A. Shuford, M.D., M.P.H.
Commissioner

The Honorable L. M. "Matt" Sebesta, Jr.
Brazoria County Judge
Brazoria County Health Department
434 East Mulberry
Angleton, Texas 77515

Subject: Public Health Emergency Preparedness Contract
DSHS Contract Number: HHS001439500015
Contract Amendment No.: 4
Contract Amount: $484,308.00
Contract Term: July 1, 2024, through June 30, 2026

Dear Judge Sebesta:

Enclosed is the Public Health Emergency Preparedness grant agreement Amendment No. 4 between the Department of State Health Services and Brazoria County Health Department ("Grantee").

The purpose of this amendment is to reinstate the FY2026 contract funding by adding 28% and to revise the federal award information and certain attachments to the contract, to continue to perform activities in support of the Public Health Emergency Preparedness ("PHEP") Cooperative Agreement from the Centers for Disease Control and Prevention ("CDC") in support of public health emergency preparedness.

Please let me know if you have any questions or need additional information.

Sincerely,

Fred L. Waterman, CTCM
Contract Manager
512-776-6585
Fred.Waterman@dshs.texas.gov

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DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001439500015
AMENDMENT NO. 4

The **DEPARTMENT OF STATE HEALTH SERVICES** ("System Agency" or "DSHS") and **BRAZORIA COUNTY HEALTH DEPARTMENT** ("Grantee"), who are collectively referred to as the "Parties," to that certain Public Health Emergency Preparedness ("PHEP") grant agreement, effective July 1, 2024, and denominated DSHS Contract No. HHS001439500015 ("Grant Agreement" or "Contract"), as amended, now desire to further amend the Grant Agreement.

WHEREAS, the Parties desire to reinstate the Grant Agreement amount by 28% for the FY2026 extension period and revise the Budget accordingly;

WHEREAS, System Agency desires to revise the Statement of Work to reflect modified volunteer and communication requirements; and

WHEREAS, the System Agency desires to revise the federal award information.

NOW, THEREFORE, the Parties amend and modify the Grant Agreement as follows:

1. **SECTION V, BUDGET AND INDIRECT COST RATE**, of the Grant Agreement is deleted in its entirety and replaced with the following:

V. BUDGET AND INDIRECT COST RATE

The total amount of this Grant Agreement will not exceed **FOUR HUNDRED EIGHTY-FOUR THOUSAND THREE HUNDRED EIGHT DOLLARS ($484,308.00)**. This includes the System Agency share of FOUR HUNDRED FORTY THOUSAND TWO HUNDRED EIGHTY DOLLARS ($440,280.00) and Grantee's required match amount of FORTY-FOUR THOUSAND TWENTY-EIGHT DOLLARS ($44,028.00).

The total not-to-exceed amount includes the following:

Total Federal Funds: $440,280.00
Total State Funds: $0.00

Funds will be allocated for each Project Fiscal Year ("FY"), which means the period beginning July 1 and ending June 30 each year, under this Grant Agreement. All expenditures under the Grant Agreement must be within the identified FY, and in accordance with **ATTACHMENT B.3, REVISED BUDGET (NOV. 2025).**

Indirect Cost Rate**:** The Grantee's acknowledged or approved Indirect Cost Rate (ICR) is contained within **ATTACHMENT B.3, REVISED BUDGET (NOV. 2025)**, and the ICR

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Agreement Letter is attached to this Grant Agreement and incorporated as **ATTACHMENT I.1, ICR AGREEMENT LETTER**. Grantee must have an approved or acknowledged indirect cost rate in order to recover indirect costs.

Indirect Cost Rate**:** If an indirect cost rate letter is required but has not been issued by System Agency at the time of Grant Agreement Execution, the Parties agree to amend the Grant Agreement to include the indirect cost rate letter and make any necessary, corresponding amendments to the budget after the letter is issued. Grantee must have an approved or acknowledged indirect cost rate in order to recover indirect costs.

If the System Agency approves or acknowledges an updated indirect cost rate, the Grant Agreement will be amended to incorporate the new rate (and the new indirect cost rate letter, if applicable) and the budget revised accordingly.

2. **SECTION X, FEDERAL AWARD INFORMATION,** of the Grant Agreement is deleted in its entirety and replaced with the following:

GRANTEE'S UNIQUE ENTITY IDENTIFIER IS: N1GLHP8EWHD9

Federal Award Identification Number (FAIN): 6 NU90TU000053-02-01

A. Assistance Listings Title, Number, and Dollar Amount: Centers for Disease Control and Prevention, Public Health Emergency Preparedness (PHEP) Cooperative Agreement, 93.069, 43,934,445.00
B. Federal Award Date: 09/11/2025
C. Federal Award Period: July 1, 2025 – June 30, 2026
D. Name of Federal Awarding Agency: Centers for Disease Control and Prevention
E. Federal Award Project Description: Texas DSHS Public Health Emergency Preparedness (PHEP) Cooperative Agreement
F. Awarding Official Contact Information:
   Ms. Kimberly Champion
   Grants Management Specialist
   (404) 498-4229
   qrf9@cdc.gov
G. Total Amount of Federal Funds Awarded to System Agency: $43,934,445.00
H. Amount of Funds Awarded to Grantee: $220,140.00
I. Identification of Whether the Award is for Research and Development: No

3. **ATTACHMENT A.3, FY 2026 STATEMENT OF WORK,** of the Grant Agreement is deleted and replaced with **ATTACHMENT A.4, REVISED FY2026 STATEMENT OF WORK**, which is attached to this Amendment and incorporated into the Grant Agreement for all purposes.

4. **ATTACHMENT B.2, REVISED BUDGET (AUG. 2025)**, of the Grant Agreement is deleted in its entirety and replaced with **ATTACHMENT B.3, REVISED BUDGET (NOV. 2025)**, which is attached to this Amendment and incorporated into the Grant Agreement for all purposes.

5. This Amendment is effective upon execution by the last Party to sign below.

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6. Except as amended and modified by this Amendment No. 4, all terms and conditions of the Grant Agreement, as amended, shall remain in full force and effect.

7. Any further revisions to the Grant Agreement shall be by written agreement of the Parties.

8. Each Party represents and warrants that the person executing this Amendment No. 4 on its behalf has full power and authority to enter into this Amendment.

SIGNATURE PAGE FOLLOWS

Docusign Envelope ID: 7502C931-7CC8-458E-88B3-14A3ACE9A87C

SIGNATURE PAGE FOR AMENDMENT NO. 4
DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. HHS001439500015

DEPARTMENT OF STATE HEALTH SERVICES	**BRAZORIA COUNTY HEALTH DEPARTMENT**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date of Execution: _____	Date of Execution: _____

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ATTACHMENT A.4
REVISED FY2026 STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

A. Grantee shall perform activities in support of the Public Health Emergency Preparedness ("PHEP") Cooperative Agreement between the Centers for Disease Control and Prevention ("CDC") and the Department of State Health Services ("System Agency") to advance public health emergency preparedness.

B. Grantee shall perform the activities required under this Grant Agreement in the following cities, counties, or groups of counties (cumulatively, Grantee's "Jurisdiction"): Brazoria County.

C. Grantee shall provide System Agency with situational awareness data generated through interoperable networks of electronic data systems.

D. Grantee shall coordinate with System Agency program staff to develop a preparedness activity plan for the Grantee's Jurisdiction. At minimum, the Grantee shall ensure the following public health emergency preparedness capabilities are all addressed in its workplan:

1. Capability 1 – Community preparedness is the ability of communities to prepare for, withstand, and recover from public health incidents in both the short-term and long-term.
2. Capability 2 – Community recovery is the ability of communities to identify critical assets, facilities, and other services within public health, emergency management, health care, human services, mental/behavioral health, and environmental health sectors that can guide and prioritize recovery operations.
3. Capability 3 – Emergency operations coordination is the ability to coordinate with emergency management and to direct and support an incident or event with public health or health care implications by establishing a standardized, scalable system of oversight, organization, and supervision that is consistent with jurisdictional standards and practices and the National Incident Management System ("NIMS").
4. Capability 4 – Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.
5. Capability 5 – Fatality management is the ability to coordinate with partner organizations and agencies to provide fatality management services to ensure the proper recovery and preservation of remains; identification of the deceased; determination of cause and manner of death; release of remains to an authorized individual; and provision of mental/behavioral health assistance for the grieving. The role also may include supporting activities for the identification, collection, documentation, retrieval, and transportation of human remains, personal effects, and evidence to the examination location or incident morgue.
6. Capability 6 – Information sharing is the ability to conduct multijurisdictional and multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, tribal, and territorial levels of government and the private sector. This capability includes the routine sharing of information, as well as the issuing of public health alerts to all levels of government and the private sector in preparation for,

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and in response to, events or incidents of public health significance.

7. Capability 7 – Mass care is the ability of public health agencies to coordinate with and support partner agencies to address, within a congregate location (excluding shelter-in-place locations), the public health, health care, mental/behavioral health, and human services needs of those impacted by an incident. This capability includes coordinating ongoing surveillance and public health assessments to ensure that health needs continue to be met as the incident evolves.
8. Capability 8 – Medical countermeasure dispensing and administration is the ability to provide medical countermeasures to targeted population(s) to prevent, mitigate, or treat the adverse health effects of a public health incident, according to public health guidelines. This capability focuses on dispensing and administering medical countermeasures, such as vaccines, antiviral drugs, antibiotics, and antitoxins.
9. Capability 9 – Medical materiel management and distribution is the ability to acquire, manage, transport, and track medical materiel during a public health incident or event and the ability to recover and account for unused medical materiel, such as pharmaceuticals, vaccines, gloves, masks, ventilators, or medical equipment after an incident.
10. Capability 10 – Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the health care system to endure a hazard impact, maintain or rapidly recover operations that were compromised, and support the delivery of medical care and associated public health services, including disease surveillance, epidemiological inquiry, laboratory diagnostic services, and environmental health assessments.
11. Capability 11 – Non-pharmaceutical interventions are actions that people and communities can take to help slow the spread of illness or reduce the adverse impact of public health emergencies. This capability focuses on communities, community partners, and stakeholders recommending and implementing non-pharmaceutical interventions in response to the needs of an incident, event, or threat. Non-pharmaceutical interventions may include isolation; quarantine; restrictions on movement and travel advisories or warnings; social distancing; external decontamination; hygiene; and precautionary protective behaviors.
12. Capability 12 – Public health laboratory testing is the ability to implement and perform methods to detect, characterize, and confirm public health threats. It also includes the ability to report timely data, provide investigative support, and use partnerships to address actual or potential exposure to threat agents in multiple matrices, including clinical specimens, and food, water, and other environmental samples. This capability supports passive and active surveillance when preparing for, responding to, and recovering from biological, chemical, and radiological (if a Radiological Laboratory Response Network is established) public health threats and emergencies.
13. Capability 13 – Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes. It also includes the ability to expand these systems and processes in response to incidents of public health significance.
14. Capability 14 – Responder safety and health is the ability to protect public health and other emergency responders during pre-deployment, deployment, and post-deployment.
15. Capability 15 – Volunteer management is the ability to coordinate with emergency management and partner agencies to identify, recruit, register, verify, train, and engage

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volunteers to support the jurisdictional public health agency's preparedness, response, and recovery activities during pre-deployment, deployment, and post-deployment.

E. Grantee shall coordinate with System Agency program staff to develop a preparedness activity plan for the Grantee's Jurisdiction. CDC released the Public Health Response Readiness Framework that defines excellence in response operations. The Grantee shall be knowledgeable of the following items and ensure the items are addressed throughout the deliverables in Section D (U):

1. Prioritize a risk-based approach – to all-hazards planning that addresses evolving threats and supports medical countermeasure logistics;
2. Enhance partnerships – (federal and nongovernmental organizations) to effectively support community preparedness efforts;
3. Expand local support – to improve jurisdictional readiness to effectively manage public health emergencies;
4. Improve administrative and budget preparedness systems – to ensure timely access to resources for supporting jurisdictional responses;
5. Build workforce capacity – to meet jurisdictional surge management needs and support staff recruitment, retention, resilience, and mental health;
6. Modernize data collection and systems – to improve situational awareness and information sharing with healthcare systems and other partners;
7. Strengthen risk communications activities – to improve proficiency in disseminating critical public health information and warnings and address mis/disinformation;
8. Incorporate practices – to enhance preparedness and response support for communities experiencing differences in health status due to structural barriers;
9. Advance capacity and capability of public health laboratories – to characterize emerging public health threats through testing and surveillance; and
10. Prioritize community recovery efforts – to support health department reconstitution and incorporate lessons learned from public health emergency responses.

F. Grantee shall match funds awarded under this Grant Agreement with costs or third-party contributions that are not paid by the federal government under another award, except where authorized by federal statute to be used for cost-sharing or matching. The non-federal contributions ("match") may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Grantee incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that apply to the use of federal funds, including prior approval requirements and other rules for allowable costs as described in 45 Code of Federal Regulations (CFR) 74.23 and 45 CFR 92.24, as amended.

Grantee shall provide matching funds in the amount of ten percent (10%) of the DSHS Direct Costs and Indirect Costs amount as outlined in **ATTACHMENT B.3, REVISED BUDGET (NOV. 2025)**. "Cash match" is defined as an expenditure of cash by the Grantee on allowable costs under this Grant Agreement that are borne by the Grantee. "In-kind match" is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used in activities that benefit this Grant Agreement's project, and that are contributed

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by non-federal third parties without charge to the Grantee. The criteria for a match must:

1. Be an allowable cost under the applicable federal cost principle;
2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;
3. Be verifiable within the Grantee's (or subgrantee's) records;
4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement contracts);
5. Not be included as contributions toward any other federally assisted project or program (match can count only once);
6. Not be paid by the federal government under another award, except where authorized by federal statute to be used for cost-sharing or match;
7. Conform to other provisions of governing circulars/statutes/regulations as applicable for the Grant Agreement;
8. Be adequately documented;
9. Follow procedures for generally accepted accounting practices as well as meet audit requirements; and
10. Value the in-kind contributions reported and be supported by documentation reflecting the use of goods and/or services during the Grant Agreement term.

G. Grantee shall in the event of a public health emergency involving a portion of the state, mobilize and dispatch staff or equipment purchased with funds from previous PHEP cooperative agreements, and not currently performing critical duties in the Grantee's Jurisdiction, to the affected area of the state upon receipt of a written request from System Agency.

H. Grantee shall, in the event of a local, state, or federal incident, emergency or disaster, have the option to request from System Agency the United States Department of Health and Human Services (HHS) emPower Individual Data Set (hereinafter, the "CMS data") for PHEP services. To access CMS data, Grantee shall submit to System Agency a written request that describes how the CMS data will be used to perform emergency planning for identifying, and/or conducting outreach to at-risk Medicare beneficiaries to ensure they have the necessary medical resources and assistance throughout and during recovery from the incident, emergency or disaster. System Agency reserves the right to request additional information from Grantee. System Agency will review Grantee's request and provide a written approval or denial.

Grantee's access to and use of the CMS data and any derivative data is provided to allow Grantee to perform specified and System Agency-approved public health activities under the Grant Agreement.

When accessing the CMS data or derivative data, Grantee shall:

1. Ensure Confidential Information is handled in compliance with the HHS Data Use Agreement and the Centers for Medicare and Medicaid Services Data Use Agreement and any associated DUA Addendum;
2. Employ appropriate administrative, technical, and physical safeguards to protect the confidentiality of the CMS data and/or derivative data. Such protections shall include, but

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not be limited to measures that prevent unauthorized use or access to or use of such data, logon protocols and passwords for electronic access to such data, encryption of such data at rest and in transit, permanent deletion of internet histories when using third party resources, and redaction of information when fully identifiable information is not required, and the use of sufficient overwriting to ensure permanent deletion of electronic copies of such data or the physical destruction of such data in accordance with terms of this section;

3. Only utilize CMS data and derivative data to perform public health activities and only for the purposes specifically requested and approved by System Agency and not for any other purpose;
4. Ensure CMS data or derivative data is not entered into any type of registry, unless approved in writing by System Agency;
5. Destroy all source data and derivative data within 30 calendar days from the date of disclosure. In the event the incident, emergency, or disaster extends past the 30 calendar days, Grantee may request a 30-day extension to continue the response and outreach by submitting a written request to System Agency with justification for the continued use of the data. Grantee shall submit written attestation to System Agency certifying that destruction of all data was completed;
6. Ensure Grantee staff who have access to CMS data or any derivative data complete HIPPA training prior to accessing any data set. Grantee shall produce evidence of completed training to System Agency upon request;
7. Ensure Grantee staff who have access to CMS data or any derivative data obtain role-based access to the CMS data or any derivative data; and
8. Attest that each staff member accessing the CMS data does not have a criminal background or disqualifying criminal history record information or is not otherwise prohibited from accessing the CMS data as set forth in state or federal law or rule, including CMS requirements.

I. Grantee shall coordinate activities and response plans within Grantee's Jurisdiction with the state, regional, and other local jurisdictions, among local agencies, and with hospitals and major health care entities, and Councils of Government.

J. Grantee shall inform System Agency in writing if Grantee will not continue performance under this Grant Agreement within thirty (30) calendar days of receipt of System Agency's notification of an amended standard(s) or guideline(s). In such event, System Agency may terminate this Grant Agreement immediately or within a reasonable period of time, as determined by System Agency.

K. Grantee shall develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Grant Agreement, including partial full-time employees and temporary staff.

L. Grantee shall complete and submit programmatic reports as directed by System Agency in a format specified by System Agency and as needed to satisfy information-sharing requirements set forth in Texas Government Code Sections 421.071 and 421.072(b and c). Grantee must provide System Agency other reports, including financial reports, that System Agency determines necessary to accomplish the objectives of this Grant Agreement and to monitor compliance.

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M. Grantee shall conduct all exercises in accordance with Homeland Security Exercise Evaluation Program ("HSEEP") guidance. Have plans, processes, and training in place to meet NIMS compliance requirements.

N. Grantee shall coordinate all planning, training, and exercises performed under this Grant Agreement with other Local Health Entities, the Texas Division of Emergency Management ("TDEM"), or other points of contact at the discretion of System Agency, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

O. Grantee shall coordinate preparedness risk communication activities as needed with the System Agency Communications Unit.

P. Grantee shall work with the DSHS Public Health Region and their Regional Health Care Coalition to develop comprehensive preparedness strategies by participating in meetings, trainings, and exercises.

Q. Grantee shall comply with all state and System Agency guidance and standards, including the following:

Texas Grant Management Standards, located at the following URL: https://comptroller.texas.gov/purchasing/grant-management/.

R. Grantee shall comply with all applicable federal and state laws, rules, and regulations, as amended, including, but not limited to, the following:

1. Texas Government Code Chapter 418;
2. Public Law 116-22, Pandemic and All-Hazards Preparedness and Advancing Innovation Act ("PAHPAI");
3. Public Law 109-417 Pandemic and All-Hazards Preparedness Act ("PAHPA");
4. Texas Health and Safety Code Chapter 81;
5. Section 319 C-1 of the Public Health Service (PHS) Act (47 USC § 247d-3a), as amended; and
6. 2 CFR Part 200.

S. Grantee shall comply with all requirements related to purchases made with grant funds and uses of grant funds under this Grant Agreement. The requirements regarding purchases made with grant funds and uses of grant funds under this Grant Agreement include the following:

1. Grantee may not use funds for research, clinical care, fundraising activities or lobbying, construction or major renovations, reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff, purchase of vehicles of any kind, uniforms, buildings or real property, or funding an award to another party or provider who is ineligible.
2. Grantee may not use funds made available under this Grant Agreement to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the

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preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

3. Grantee must initiate the purchase of all equipment approved in writing by System Agency, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase equipment must be submitted to the assigned System Agency Contract Representative.
4. At the expiration or termination of this Grant Agreement for any reason, title to any remaining equipment and supplies purchased with funds under this Grant Agreement reverts to System Agency. Title may be transferred to another party at the sole discretion of System Agency. System Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.
5. Grantee shall not use System Agency funds to lease buildings or real property without prior written approval from System Agency. Further, Grantee shall not use System Agency funds for the purchase of buildings or real property under any circumstance.
6. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls.
7. System Agency will monitor Grantee's expenditures on a monthly basis. If expenditures are below the amount projected in Grantee's total FY amount, Grantee's budget may be subject to a decrease for the remainder of the FY.

T. Grantee shall comply with requirements related to the cost reimbursement budget under this Grant Agreement. The cost reimbursement budget requirements include the following:

1. Grantee's approved cost reimbursement budget must document all approved and allowable expenditures.
2. Grantee shall only utilize funding under this Grant Agreement for approved and allowable costs. If Grantee requests to utilize funds for an expense not documented in the approved cost reimbursement budget, Grantee shall notify the System Agency Contract Representative, in writing, and request approval prior to utilizing the funds. System Agency shall provide written notification whether the requested expense is approved or denied.
3. Grantee shall maintain an inventory of equipment, supplies defined as Controlled Assets, and real property. Submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report to **FSOequip@dshs.texas.gov**, with a copy to the assigned System Agency Contract Representative by email not later than October 15 of each year. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more, but less than $10,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies.

U. Grantee shall comply with the reporting requirements and due dates established in this **STATEMENT OF WORK** and **SECTION VII, REPORTING REQUIREMENTS**, of the Grant Agreement. Unless stated otherwise in this Grant Agreement, Grantee must submit the reports via Qualtrics, a web-based system, according to instructions provided by System Agency.

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Programmatic reports satisfy the information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072(b) and (c). The reporting requirements include the following:

1. Grantee must prepare an **Initial Work Plan** each FY and submit it to System Agency via Qualtrics, using a URL provided by System Agency. For FY2026, Grantee must submit the Initial Work Plan to System Agency by **July 31, 2025**. This requirement must be reviewed and approved by System Agency to receive credit.
2. Grantee must prepare and submit a **Jurisdictional Risk Assessment (JRA)** to System Agency via Qualtrics, using a URL provided by System Agency. For FY2026, Grantee must submit a Jurisdictional Risk Assessment to System Agency by **June 15, 2026**. Must include disproportionately impacted populations or access and functional needs. Previously completed JRAs can be submitted if they are not more than five (5) years old. The next JRA will be due within the next five (5) years from the submitted JRA date. This requirement must be reviewed and approved by System Agency to receive credit.
3. Grantee must prepare and submit a self-assessment on **Capacity Indicators** each FY via Qualtrics. For FY2026, Grantee must submit the Capacity Indicators Form to System Agency by **July 31, 2025**. System Agency will provide a template to Grantee, which will identify the information that Grantee must provide in its Capacity Indicators Form. This requirement must be reviewed and approved by System Agency to receive credit.
4. Grantee must prepare and submit a current **Multi-Year Integrated Preparedness Plan ("MYIPP")** each FY, which must include at least five (5) years of progressive exercise, planning and training, to System Agency via Qualtrics. For FY2026, Grantee must submit the MYIPP to System Agency by **May 1, 2026**. The MYIPP must be based on the results of the Grantee's training needs assessment and the evaluations of previous exercises and responses, including the After-Action Review/Improvement Plan. The MYIPP must include a description of:
    a) Summary of the MYIPP Workshop;
    b) The proposed location, month(s), and year(s) of future exercise(s);
    c) The type(s) of future exercise(s) that will take place; and
    d) The partnering entities.

    MYIPP must include one access and functional needs or underserved populations (FEMA Definition), training to support a ready responder workforce (WHF-B, AHA-G, LOC-B), and recovery operations (REC-A). This requirement must be reviewed and approved by System Agency to receive credit.
5. Grantee must implement an exercise program to include three (3) discussion-based exercises and one (1) Functional or Full-Scale Operational Exercise over the five (5) year Performance Period. This includes completing After Action Reports (AAR), Corrective Action and Improvement Plans. The exercises should utilize scenarios that meet your priority jurisdictional risks identified in the JRA. Submit the **After-Action Review/Improvement Plan ("AAR/IP")** for each exercise no later than 120 days after the exercise or thirty (30) days following the contract expiration, via Qualtrics. This requirement must be reviewed and approved by System Agency to receive credit.
6. For FY2026, the Grantee must submit the **Programmatic Mid-Year Performance Report** to the System Agency by **January 31, 2026**, via Qualtrics. The System Agency will provide a template to the Grantee, which will identify the information that the Grantee

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must provide in its Programmatic Mid-Year Performance Report. This requirement must be reviewed and approved by System Agency to receive credit.

7. For FY2026, the Grantee must submit the **Programmatic End-of-Year Performance Report** to the System Agency by **July 30, 2026**. The System Agency will provide a template to the Grantee to identify the information that the Grantee must provide in its Programmatic End-of-Year Performance Report. This requirement must be reviewed and approved by System Agency to receive credit.
8. For FY2026, if the Grantee is located in DSHS Public Health Regions **7** and **8**, Grantee must submit the **Jurisdictional Evaluation Tool (JET)** to the System Agency by **June 30, 2026**. The System Agency will provide a template to the Grantee to be completed using Qualtrics. This requirement must be reviewed and approved by System Agency to receive credit. If the Grantee is Project Public Health Ready (PPHR) accredited, they may submit supporting PPHR documentation in lieu of completing applicable sections of the JET survey, as determined by System Agency.
9. If Grantee is in DSHS Public Health Regions **1, 2/3, 4/5N, 6/5S, 9/10**, and **11**, Grantee must complete and submit the **Capacity Indicators Survey** in Qualtrics by **July 31, 2025**. There will be an additional section pertaining to the JET. The System Agency will provide a template to the Grantee to be completed using Qualtrics. This requirement must be reviewed and approved by System Agency to receive credit.
10. Grantee must submit biannual **Financial Status Reports (FSRs)**. Grantee's FSRs are due biannually. The first FSR is due on the last day of the month following the first FSR period. The second FSR is due on the last day of the month, thirty (30) days after the contract end date and following the second FSR period. The first FSR, for the period July 1, 2025, through December 31, 2025, is due by **January 31, 2026**. The second FSR, for the period January 1, 2026, through June 30, 2026, is due by **July 30, 2026**. Grantee shall electronically submit FSRs to invoices@dshs.texas.gov and fsrgrants@dshs.texas.gov, with a copy to the System Agency Contract Representative identified in **SECTION VIII, CONTRACT REPRESENTATIVES**, of this Grant Agreement. As directed by System Agency, Grantee must submit FSR reports by mail or fax as follows:

    a. For submission by mail, use address below:
    Department of State Health Services
    Claims Processing Unit
    P.O. Box 149347, MC 1940
    Austin, TX 78714-9347

    b. For submission by fax, use the number below:
    (512) 458-7442

11. Grantee must maintain an inventory of equipment, supplies defined as "Controlled Assets" (see definition in the form titled, "DSHS Contractor's Property Inventory Report (Form GC-11)," link below), and real property. Grantee shall submit an annual cumulative report of the above stated items on Form GC-11, located at the following URL: https://www.dshs.texas.gov/hiv-std-program/dshs-tb-hiv-std-section-thisis/contract-management-section-prevention. Grantee will submit the Form GC-11, via email, to FSOequip@dshs.texas.gov, with a copy to the System Agency Contract Representative identified in **SECTION VIII, CONTRACT REPRESENTATIVES**, of this Grant Agreement, no

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later than October 15th of each calendar year.

12. Grantee shall provide System Agency with other reports, including financial reports, that System Agency determines necessary to accomplish the objectives of this Grant Agreement and to monitor compliance.
13. The Grantee must immediately notify the System Agency in writing if the Grantee is legally prohibited from providing any report required under this Grant Agreement.

II. PERFORMANCE MEASURES

A. System Agency will monitor the Grantee's performance of this Statement of Work requirements and compliance with the Grant Agreement's terms and conditions.

B. Grantee's failure to meet certain requirements including, but not limited to the following, may result in the System Agency withholding a portion of the current Fiscal Year PHEP award: adherence to PHEP reporting deadlines and the capability to receive, stage, store, distribute, and dispense materiel during a public health emergency.

C. Upon request by the System Agency, the Grantee shall reasonably revise any performance measure to the System Agency's satisfaction and with the requirements outlined in this Grant Agreement.

III. INVOICE AND PAYMENT

A. Grantee shall request monthly payments by the last business day of the month following the month in which expenses were incurred and shall use the State of Texas Purchase Vouchers (Form B-13 and Form B-13A) located at https://www.dshs.texas.gov/contractor-forms. Grantee's final invoice will be due thirty (30) calendar days following the expiration date of the Grant Agreement. The System Agency will issue reimbursement payments to the Grantee monthly for reported actual cash disbursements supported by adequate documentation.

Invoice approval and payment is contingent upon receipt of adequate supporting documentation that is submitted by electronic mail to invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov, with a copy to the assigned System Agency Contract Representative identified in the Grant Agreement.

At a minimum, every invoice should include:

1. Grantee name, address, email address, vendor identification number, and telephone number;
2. DSHS Contract or Purchase Order number;
3. Identification of service(s) provided;
4. The total invoice amount; and
5. Any additional supporting documentation that is required by this Statement of Work or as requested by System Agency.

B. System Agency will pay Grantee monthly on a cost reimbursement basis and in accordance with **ATTACHMENT B.3, REVISED BUDGET (NOV. 2025)**, of this Grant

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Agreement. System Agency will reimburse Grantee only for allowable expenses incurred within the FY and in accordance with the Statement of Work.

C. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfall. System Agency will monitor Grantee's expenditures on a periodic basis. If expenditures are below the amount projected in Grantee's total Grant Agreement amount, Grantee's budget may be subject to a decrease for the remainder of the Grant Agreement term. Vacant positions existing after ninety (90) days may result in a decrease in funds. Grantee must report position vacancies to their assigned Contract Manager each month until the position is filled.

D. Grantee may request a one-time working capital advance not to exceed twelve percent (12%) of the total funds allotted per FY. All advances must be expended by the end of the FY. Advances not expended by the end of the Grant Agreement term must be refunded to the System Agency. System Agency may require the Grantee to repay all or part of advance funds at any time during the Grant Agreement term. However, if the advance has not been repaid before the last three (3) months of the Grant Agreement term, the Grantee must deduct at least one-third ($1/3^{rd}$) of the remaining advance from each of the last three (3) months' reimbursement requests. If the advance is not repaid prior to the last three (3) months of the Grant Agreement term, System Agency will reduce the reimbursement request by one-third ($1/3^{rd}$) of the remaining balance of the advance.

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ATTACHMENT B.3

REVISED BUDGET (NOV. 2025)

BUDGET CATEGORIES	DSHS FUNDING FOR FY2025 (July 1, 2024 – June 30, 2025)	DSHS FUNDING FOR FY2026 (July 1, 2025 – June 30, 2026)	TOTAL DSHS FUNDING
Personnel	$114,482.00	$90,207.00	$204,689.00
Fringe Benefits	$62,965.00	$41,341.00	$104,306.00
Travel	$8,119.00	$9,640.00	$17,759.00
Equipment	$0.00	$0.00	$0.00
Supplies	$4,579.00	$56,997.00	$61,576.00
Contractual	$13,135.00	$0.00	$13,135.00
Other	$16,860.00	$21,955.00	$38,815.00
Sum of DSHS Direct Costs	**$220,140.00**	**$220,140.00**	**$440,280.00**
Indirect Costs	$0.00	$0.00	$0.00
Sum of DSHS Direct Costs and Indirect Costs	**$220,140.00**	**$220,140.00**	**$440,280.00**
Plus Required Match (Cash or In-Kind)	$22,014.00	$22,014.00	$44,028.00
Total Contract Amount	**$242,154.00**	**$242,154.00**	**$484,308.00**

FY is defined as the period of July 1 through June 30.

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11493 Sunset Hills Road
#100
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Signer Events	Signature	Timestamp
Judge L. M. "Matt" Sebesta, Jr. matts@brazoriacountytx.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 11/4/2025 8:24:36 AM
Helen Whittington helen.whittington@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Patricia Melchior Patty.Melchior@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Imelda Garcia ImeldaM.Garcia@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cathy Sbrusch cathys@brazoria-county.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 11/4/2025 8:24:36 AM Viewed: 11/4/2025 9:40:45 AM
Fred L. Waterman Fred.Waterman@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Jennifer Boggs jennifer.boggs@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
CMS Inbox cmucontracts@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/4/2025 8:24:36 AM

Payment Events	Status	Timestamps

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.25. **11/18/2025**

Department of State Health Services (DSHS) Regional Local Support Services (RLSS) Contract No. HHS001588400008 Amendment No. 1

The Court approves the Department of State Health Services (DSHS) Contract No. HHS001588400008, Amendment No. 1 for the Regional Local Support Services (RLSS) program to revise the budget by redistributing the funds among multiple budget categories.

The Court authorizes the County Judge to sign all documents related to this amendment, including e-signature.

Docusign Envelope ID: 112EDF1D-1405-4333-AE4A-D8A2912F3E96

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001588400008
AMENDMENT NO. 1

The Department of State Health Services ("DSHS" or "System Agency") and the Brazoria County Health Services ("Grantee"), having its principal office at 434 E. Mulberry, Angleton, Texas 77515 (each a "Party" and collectively the "Parties") to that certain public health services Contract, effective September 1, 2025, and denominated DSHS Contract No. HHS001588400008 ("Contract"), now to desire to amend the Contract.

WHEREAS, the Parties desire to revise the Budget by redistributing the funds among budget categories.

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

1. **Attachment B, FY2026/FY2027 Budget** is deleted in its entirety and replaced with **Attachment B-1, Revised FY2026/2027 Budget**, which is attached hereto and hereby fully incorporated as part of the Contract.

2. This Amendment No. 1 shall be effective as of the date last signed below.

3. Each Party represents and warrants that the person executing this Amendment on its behalf has full power and authority to enter into this Amendment.

4. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract, as amended, shall remain in full force and effect.

5. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR AMENDMENT NO. 1
DSHS CONTRACT NO. HHS001588400008

DEPARTMENT OF STATE HEALTH SERVICES	**BRAZORIA COUNTY**
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

Docusign Envelope ID: 112EDF1D-1405-4333-AE4A-D8A2912F3E96

ATTACHMENT B-1
FY2026/2027 REVISED BUDGET

Budget Categories	**FY2026 Budget Summary (9/1/2025 – 8/31/2026)**	**FY2027 Budget Summary (9/1/2026 – 8/31/2027)**	**2 Year Total Budget**
Personnel	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00
Travel	$2,560.00	$2,560.00	$5,120.00
Equipment	$4,000.00	$4,000.00	$8,000.00
Supplies	$5,297.00	$5,297.00	$10,594.00
Contractual	$33,000.00	$33,000.00	$66,000.00
Other	$0.00	$0.00	$0.00
Total Direct Costs	**$44,857.00**	**$44,857.00**	**$89,714.00**
Indirect Costs	$0.00	$0.00	$0.00
Subtotal of Total Direct Costs and Indirect Costs	**$44,857.00**	**$44,857.00**	**$89,714.00**
Less Match (Cash or In-Kind)	$0.00	$0.00	$0.00
TOTAL	**$44,857.00**	**$44,857.00**	**$89,714.00**

Certificate Of Completion

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Subject: Please Sign: HHS001588400008 Brazoria County A-1 Budget Amendment
Source Envelope:
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Certificate Pages: 2
Initials: 0
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#100
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CMS.InternalRouting@dshs.texas.gov
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Record Tracking

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Signer Events	Signature	Timestamp
L.M. "Matt" Sebesta, Jr. MattS@brazoriacountytx.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 11/4/2025 12:58:49 PM
Michael Montgomery Michael.Montgomery1@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Patricia Melchior Patty.Melchior@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Dave Gruber David.Gruber@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cathy Sbrusch, RN, BSN, CIC cathys@brazoriacountytx.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 11/4/2025 12:58:48 PM Viewed: 11/4/2025 1:17:51 PM
Megan Alexander megan.alexander@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
CMS Internal Routing Mailbox CMS.InternalRouting@dshs.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/4/2025 12:58:48 PM

Payment Events	Status	Timestamps

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.26. **11/18/2025**

Overtime Report

Consideration and approval of the overtime expense report covering the months of July, August and September, 2025.

BRAZORIA COUNTY MONTHLY OVERTIME EXPENSE REPORT

Overtime FY 2025	OT WAGES	OT HOURS	# OF CHECKS			
October, 2024	$384,929.92	7,815.74	2 Pay Checks			
November, 2024	$301,910.53	6,535.80	2 Pay Checks			
December, 2024	$293,082.70	6,238.40	2 Pay Checks			
January, 2025	$325,272.70	7,230.20	3 Pay Checks	3 Payroll Checks in Month		
February, 2025	$276,822.98	5,882.48	2 Pay Checks			
March, 2025	$305,803.93	6,517.05	2 Pay Checks			
April, 2025	$315,249.94	6,648.61	2 Pay Checks			
May, 2025	$376,431.73	8,046.72	2 Pay Checks	See Page 2 for Beach OT Detail	339 hours	$16,857.03
June, 2025	$462,510.93	9,595.25	2 Pay Checks	See Page 2 for Beach OT Detail	2191.5 hours	$108,879.06
July, 2025	$544,513.20	11,558.39	3 Pay Checks	3 Payroll Checks	1077.5 hours	$53,447.12
August, 2025	$380,955.83	7,857.39	2 Pay Checks	See Page 2 for Beach OT Detail	163 hours	$8,131.27
September, 2025	$400,405.65	8,475.17	2 Pay Checks	See Page 2 for Beach OT Detail	664 hours	$32,866.04
Total YTD	$4,367,890.04	92,401.20				

Overtime History	Wages	Hours
2024	$4,847,714.80	108,778.41
2023	$3,067,604.65	69,780.60
2022	$2,642,017.73	62,521.41
2021	$1,518,681.88	34,467.52
2020	$1,552,787.67	37,843.93
2019	$2,158,486.24	57,263.63
2018	$1,919,206.56	52,174.47
2017	$1,645,203.89	45,757.26
2016	$1,514,900.11	43,343.88
2015	$1,241,630.35	37,107.39
2014	$799,741.64	25,326.59

Overtime History	Wages	Hours
2013	$577,614.68	19,255.54
2012	$608,954.25	20,246.53
2011	$711,033.42	24,252.77
2010	$634,728.21	21,979.28
2009	$851,997.65	29,658.22
2008	$1,061,077.42	39,418.97
2007	$968,740.18	38,855.64
2006	$774,784.02	32,855.64
2005	$647,554.26	28,521.22
2004	$607,631.19	26,878.65
2003	$274,632.33	11,768.79

BRAZORIA COUNTY MONTHLY OVERTIME EXPENSE REPORT

2025 BEACH OVERTIME					
Pay Month/Pay Period	**Event**	**Day(s)**	**Hours**	**Overtime Wages**	
May (5/3 thru 5/16)	Jeep Weekend	Friday 5/16	339	$16,857.03	
			339	**$16,857.03**	**TOTAL MAY 2025**
June (5/17 thru 5/30)	Jeep Weekend	Saturday 5/17 thru Sunday 5/18	781.5	$40,085.90	
	Memorial Day Weekend	Saturday 5/24 thru Monday 5/26	999.5	$48,063.36	
	Beach Weekend	Friday 5/30			
June (5/31 thru 6/13)	Beach Weekend	Saturday 5/31 thru Sunday 6/1			
	Beach Weekend	Friday 6/6 thru Sunday 6/8	386.5	$19,340.51	
	Beach Weekend	Friday 6/13	24	$1,389.29	
			2,191.5	**$108,879.06**	**TOTAL JUNE 2025**
July (6/14 thru 6/27)	Beach Weekend	Saturday 6/14 thru Sunday 6/15	27	$1,327.72	
	Beach Weekend	Friday 6/20 thru Sunday 6/22	56	$2,757.45	
	Beach Weekend	Friday 6/27	56	$2,882.84	(contains hours from a prior period as an adjustment)
July (6/28 thru 7/11)	Beach Weekend	Saturday 6/28 thru Sunday 6/29	32	$1,526.65	
	Independence Day Weekend	Friday 7/4 thru Sunday 7/6	766.5	$37,981.26	
	Beach Weekend	Friday 7/11	24	$1,295.91	
July (7/12 thru 7/25)	Beach Weekend	Saturday 7/12 thru Sunday 7/13	56	$2,663.87	
	Beach Weekend	Friday 7/18 thru Sunday 7/20	44	$2,229.20	
	Beach Weekend	Friday 7/25	16	$782.22	(contains hours from a prior period as an adjustment)
			1,077.5	**$53,447.12**	**TOTAL JULY 2025**
August (7/26 thru 8/8)	Beach Weekend	Saturday 7/26 thru Sunday 7/27	8	$507.06	
	Beach Weekend	Friday 8/1 thru Sunday 8/3	43	$2,073.55	
	Beach Weekend	Friday 8/8	24	$1,253.84	
August (8/9 thru 8/22)	Beach Weekend	Saturday 8/9 thru Sunday 8/10	32	$1492.57	
	Beach Weekend	Friday 8/15 thru Sunday 8/17	24	$1,136.72	
	Beach Weekend	Friday 8/22	32	$1,667.52	
			163	**$8,131.27**	**TOTAL AUGUST 2025**
September (8/23 thru 9/5)	Beach Weekend	Saturday 8/23 thru Sunday 8/24	32	$1,654.47	
	Labor Day Weekend	Friday 8/29 thru Monday 9/1	632	$31,211.57	
			664	**$32,866.04**	**TOTAL SEPTEMBER 2025**

Brazoria County
Overtime Report

For the date range 6/14/2025 Through 7/25/2025

Department				Position Nbr	OT Earnings	OT Hrs
18210	Justice of the Peace 2,1			00000096	$41.07	0.94
		Department Total - 18210			$41.07	0.94
19300	District Attorney			00001442	$725.88	12.00
				00002220	$13,149.61	189.00
				00002253	$4,072.29	68.00
				00002211	$3,655.71	63.00
		Department Total - 19300			$21,603.49	332.00
21000	Tax Assessor-Collector			00001507	$302.22	7.16
		Department Total - 21000			$302.22	7.16
25000	Courthouses and Associated Bui			00000322	$391.52	8.00
		Department Total - 25000			$391.52	8.00
30000	County Sheriff			00000498	$665.61	8.00
				00002241	$4,746.05	64.00
				00001517	$1,658.87	20.50
				00002151	$127.29	3.00
				00000540	$1,085.24	24.00
				00000043	$117.84	2.00
				00000591	$3,553.94	54.00
				00000553	$1,470.82	23.00
				00001582	$1,087.50	24.00
				00000594	$1,036.92	14.00
				00001085	$1,815.95	26.00
				00000494	$456.77	6.00
				00000506	$592.93	8.00
				00000241	$362.98	8.00
				00000353	$2,382.96	43.00
				00001586	$786.87	13.00
				00000511	$2,299.56	36.00
				00000592	$2,108.18	28.50
				00000588	$354.90	7.00
				00001084	$976.58	14.00
				00002006	$191.63	3.00
				00000610	$1,096.59	14.00

Department				Position Nbr	OT Earnings	OT Hrs
30000	County Sheriff			00000492	$2,036.12	26.00
				00000422	$341.02	5.50
				00002280	$2,736.07	45.50
				00001512	$1,038.34	24.50
				00000537	$127.63	2.00
				00000532	$4,083.34	64.00
				00001800	$1,532.02	24.00
				00000552	$391.80	7.50
				00000488	$239.44	4.00
				00002036	$3,125.31	66.00
				00000590	$1,770.43	34.00
				00000505	$2,612.88	41.00
				00001088	$1,532.33	24.00
				00001086	$1,177.98	19.00
				00001930	$2,537.16	41.00
				00001648	$2,341.52	45.00
				00000565	$557.26	12.00
				00000567	$1,764.87	38.00
				00000496	$127.84	2.00
				00000515	$777.67	15.00
				00001479	$1,572.32	37.00
				00002007	$2,227.90	36.00
				00000582	$2,101.48	62.75
				00000596	$60.01	1.00
				00001932	$2,105.32	33.00
				00000530	$1,257.97	25.00
				00000559	$1,767.61	34.00
				00000502	$1,794.45	29.00
				00002219	$319.39	5.00
				00000508	$1,714.20	27.00
				00000609	$955.79	15.00
				00000685	$3,276.55	53.00
				00002037	$2,419.46	48.00
				00000593	$1,124.44	25.00

Department				Position Nbr	OT Earnings	OT Hrs
30000	County Sheriff			00000611	$571.16	11.00
				00001115	$450.37	9.50
				00000583	$130.04	4.00
				00001393	$398.52	10.00
				00000518	$2,672.27	58.00
				00001961	$2,501.95	47.00
				00000501	$1,138.87	19.00
				00002042	$457.42	14.50
				00002035	$2,036.02	31.00
				00000357	$2,163.95	35.00
				00000493	$4,319.13	72.00
				00001514	$1,928.22	37.00
				00000570	$3,266.98	79.33
				00000547	$556.65	11.00
				00002271	$46.14	1.00
				00000563	$2,120.77	51.50
				00000112	$3,223.33	64.00
				00000481	$157.69	5.00
				00000491	$351.90	4.50
				00001724	$1,060.20	23.00
				00002038	$2,614.69	41.00
				00001474	$104.05	2.00
				00000529	$151.08	2.00
				00000576	$346.80	9.50
				00000503	$2,723.50	44.00
				00001471	$1,665.64	33.00
				00001475	$1,281.90	27.00
				00001099	$368.96	8.00
				00000546	$1,471.60	32.00
				00002182	$345.87	7.50
				00000549	$137.95	3.00
				00000603	$118.73	2.50
				00002169	$1,103.48	24.00
				00000538	$656.42	13.00

Department				Position Nbr	OT Earnings	OT Hrs
30000	County Sheriff			00000548	$1,511.57	31.00
				00000499	$1,083.93	17.50
				00001087	$246.30	4.00
				00001649	$252.48	5.00
				00000500	$4,085.54	68.00
				00000595	$4,248.26	69.00
				00002194	$645.09	14.00
				00000598	$1,539.71	41.00
				00000521	$805.03	17.00
				00000562	$2,556.99	54.00
				00000037	$520.95	11.00
				00001722	$1,103.47	24.00
				00000531	$276.47	6.00
				00000509	$5,002.80	81.00
				00000513	$1,424.87	31.00
				00002273	$277.21	6.00
				00002121	$2,301.21	47.00
				00000053	$1,211.63	32.33
				00002195	$528.62	11.50
				00001721	$919.03	20.00
				00000589	$1,011.26	22.00
				00001962	$1,169.52	19.00
				00000606	$431.45	9.67
				00000516	$4,273.64	93.00
				00000599	$555.34	16.17
				00002300	$948.82	20.00
				00000557	$662.68	14.00
				00001518	$1,308.51	38.00
				00002120	$195.02	4.00
				00000564	$274.66	8.00
				00000535	$91.89	2.00
				00001868	$716.93	12.00
				00000504	$836.42	14.00
		Department Total - 30000			$168,183.45	3,111.75

Department				Position Nbr	OT Earnings	OT Hrs
30100	Animal Control			00002198	$47.57	1.00
				00002203	$1,816.60	56.00
				00002205	$1,359.13	44.45
				00002204	$290.41	9.50
				00002202	$1,696.44	55.50
				00002199	$66.75	2.25
		Department Total - 30100			$5,276.90	168.70
32100	Constable-Precinct 1			00001550	$160.42	4.00
				00001060	$1,672.21	22.00
				00002083	$1,774.14	33.00
				00001963	$1,352.03	26.00
				00001354	$1,484.35	24.00
				00002008	$455.44	9.00
				00001845	$986.20	19.00
				00002248	$71.61	1.50
		Department Total - 32100			$7,956.40	138.50
32200	Constable-Precinct 2			00002013	$1,055.83	29.33
				00002012	$506.04	10.00
				00001061	$303.98	4.00
				00002137	$503.54	10.00
				00001578	$780.29	13.00
		Department Total - 32200			$3,149.68	66.33
32300	Constable-Precinct 3			00001805	$1,079.63	19.50
				00001581	$797.30	20.00
				00001553	$2,787.99	53.50
		Department Total - 32300			$4,664.92	93.00
32400	Constable-Precinct 4			00001063	$860.76	12.00
				00001853	$1,448.00	24.00
				00001551	$232.30	6.00
				00001806	$2,801.53	44.00
				00001583	$1,713.38	34.00
		Department Total - 32400			$7,055.97	120.00
34200	Fire Marshal			00002103	$98.76	1.41
				00002101	$489.83	8.91

Department				Position Nbr	OT Earnings	OT Hrs
34200	Fire Marshal			00002100	$392.88	7.58
		Department Total - 34200			$981.47	17.90
35000	Detention Center			00000351	$1,834.95	36.00
				00001607	$818.20	16.00
				00000466	$2,293.65	45.00
				00001109	$73.90	2.00
				00000402	$6,094.68	90.00
				00000332	$634.16	12.50
				00000369	$4,558.87	90.00
				00000438	$509.59	10.00
				00000403	$576.13	9.00
				00000468	$672.46	14.00
				00000342	$511.89	11.00
				00000463	$2,965.96	64.00
				00000475	$462.79	10.00
				00000431	$1,024.65	22.00
				00000454	$1,024.42	22.00
				00000394	$4,267.48	92.00
				00001590	$2,711.21	60.00
				00000366	$1,856.92	44.00
				00000478	$1,955.90	42.00
				00000399	$3,192.41	42.00
				00000371	$110.02	2.00
				00001601	$452.90	10.00
				00001602	$1,076.57	24.00
				00000331	$36.93	0.50
				00000401	$2,723.60	44.00
				00000857	$466.43	11.00
				00000335	$929.95	22.00
				00000456	$2,165.70	34.00
				00000334	$5,118.53	85.50
				00000328	$1,002.65	14.00
				00000455	$5,453.78	91.00
				00000382	$948.38	23.00

Department				Position Nbr	OT Earnings	OT Hrs
35000	Detention Center			00000368	$1,317.13	31.00
				00000439	$1,442.52	34.00
				00000467	$1,355.28	32.00
				00000440	$1,599.59	39.00
				00000349	$2,623.26	62.00
				00000360	$401.14	9.50
				00000352	$7,579.13	196.00
				00000423	$4,074.22	96.00
				00000457	$4,349.87	103.00
				00000388	$423.33	10.00
				00000429	$169.40	4.00
				00001599	$5,990.58	142.00
				00000347	$7,955.44	194.00
				00000358	$1,006.61	26.00
				00000427	$4,967.55	121.00
				00001604	$2,703.86	66.00
				00000445	$2,007.53	49.00
				00001597	$4,505.92	110.00
				00000380	$3,334.75	81.00
				00000443	$5,540.31	135.00
				00000363	$573.61	14.00
				00000476	$9,126.92	222.50
				00000435	$4,423.54	108.00
				00001106	$3,305.20	78.00
				00000442	$6,201.19	151.00
				00001598	$3,619.98	88.00
				00001595	$2,089.10	51.00
				00000430	$1,431.59	36.00
				00000407	$1,312.37	33.00
				00000343	$1,749.77	44.00
				00000447	$3,141.36	79.00
				00000345	$2,190.59	55.00
				00000465	$2,067.81	52.00
				00000367	$1,895.91	49.00

Department				Position Nbr	OT Earnings	OT Hrs
35000	Detention Center			00000437	$2,525.11	63.50
				00001589	$774.35	20.00
				00000413	$1,645.04	39.00
				00000459	$421.89	10.00
				00000480	$397.57	10.00
				00001116	$2,825.13	73.00
				00000336	$4,592.66	119.00
				00000374	$3,492.78	90.50
				00000350	$1,852.58	48.00
				00000390	$3,512.07	91.00
				00000411	$1,724.26	42.11
				00002181	$258.43	6.50
				00000365	$579.00	15.00
				00000359	$5,479.98	142.00
				00000376	$6,965.87	180.50
				00000391	$2,244.93	58.00
				00000450	$887.76	23.00
				00001105	$1,315.09	34.00
				00000414	$4,561.04	118.00
				00001591	$19.30	0.50
				00000346	$2,377.76	61.50
				00001600	$810.34	21.00
				00001593	$2,097.93	56.00
				00000428	$2,778.26	72.00
				00000361	$926.09	24.00
				00000479	$5,412.36	140.00
				00000434	$1,736.46	45.00
				00000416	$2,134.83	57.00
				00000469	$1,254.68	33.50
		Department Total - 35000			$230,605.57	5,389.11
36000	Juvenile Probation			00000638	$51.94	1.00
		Department Total - 36000			$51.94	1.00
56000	Parks			00001091	$4,608.45	79.00
				00000057	$3,240.00	120.00

Brazoria County
Overtime Report

For the date range 6/14/2025 Through 7/25/2025

Department				Position Nbr	OT Earnings	OT Hrs
56000	Parks			00000804	$2,455.11	46.00
				00001797	$248.83	7.00
				00001900	$451.60	12.00
				00000814	$886.84	21.00
				00000801	$213.08	5.50
				00000806	$635.61	13.00
				00001448	$281.85	7.09
				00000807	$2,766.31	55.00
				00000815	$343.55	10.00
				00002018	$211.16	5.00
				00000798	$3,404.28	71.74
				00001953	$1,336.52	40.00
				00001975	$3,782.34	73.00
				00002105	$405.00	15.00
				00000812	$526.63	14.45
				00000796	$2,746.09	63.00
				00000803	$226.65	6.22
				00001188	$1,782.00	66.00
				00001976	$400.94	11.00
				00000818	$1,455.00	48.50
				00001938	$2,740.10	84.50
				00002058	$1,485.00	55.00
				00000808	$1,987.17	50.00
				00001189	$485.63	18.50
		Department Total - 56000			$39,105.74	997.50
72000	RB Central Service Center			00000877	$703.68	11.00
				00000873	$124.15	2.00
				00000875	$662.91	11.00
				00000907	$185.07	4.50
				00000905	$19.93	0.50
		Department Total - 72000			$1,695.74	29.00
Total					**$491,066.08**	**10,480.89**

Brazoria County
Overtime Report

For the date range 7/26/2025 Through 8/22/2025

Department				Position Nbr	OT Earnings	OT Hrs
19300	District Attorney			00002136	$665.21	11.00
				00002220	$5,155.72	74.00
				00002253	$2,814.00	47.00
				00002211	$3,597.48	62.00
		Department Total - 19300			$12,232.41	194.00
25000	Courthouses and Associated Bui			00000317	$36.69	0.73
		Department Total - 25000			$36.69	0.73
30000	County Sheriff			00002241	$1,631.94	22.00
				00002185	$1,097.92	14.00
				00001517	$1,213.97	15.00
				00002151	$339.45	8.00
				00000540	$316.65	7.00
				00000591	$1,450.20	22.00
				00000553	$1,982.17	31.00
				00001582	$362.50	8.00
				00000594	$3,033.54	41.00
				00001085	$1,047.31	15.00
				00000494	$913.21	12.00
				00000506	$444.78	6.00
				00000241	$1,403.72	31.00
				00000511	$959.14	15.00
				00000592	$813.98	11.00
				00000588	$506.85	10.00
				00001084	$488.58	7.00
				00002006	$63.89	1.00
				00001083	$2,874.88	45.00
				00000610	$4,380.61	56.00
				00000492	$665.89	8.50
				00000510	$5,384.19	87.00
				00002280	$902.16	15.00
				00001512	$1,144.08	27.00
				00000532	$2,296.43	36.00
				00001931	$892.69	14.00

Department				Position Nbr	OT Earnings	OT Hrs
30000	County Sheriff			00001800	$3,255.19	51.00
				00000552	$470.31	9.00
				00000488	$897.70	15.00
				00002036	$2,225.57	47.00
				00000505	$2,103.52	33.00
				00001088	$191.78	3.00
				00000587	$904.47	18.00
				00001086	$744.45	12.00
				00001930	$1,175.89	19.00
				00001648	$364.49	7.00
				00000565	$1,438.23	31.00
				00000567	$790.18	17.00
				00000496	$255.63	4.00
				00000515	$570.30	11.00
				00001479	$807.62	19.00
				00002007	$619.30	10.00
				00000582	$1,306.40	39.00
				00000596	$1,319.59	22.00
				00001932	$1,084.56	17.00
				00000530	$704.47	14.00
				00000559	$1,663.78	32.00
				00000502	$1,856.38	30.00
				00002219	$3,252.38	51.00
				00001477	$1,920.97	31.00
				00000508	$2,412.27	38.00
				00000609	$2,164.17	34.00
				00000685	$4,264.09	69.00
				00002037	$2,116.48	42.00
				00000593	$734.62	16.33
				00000611	$1,868.68	36.00
				00000583	$552.58	17.00
				00001393	$557.89	14.00
				00000518	$1,106.58	24.00
				00000522	$804.35	16.00

Department				Position Nbr	OT Earnings	OT Hrs
30000	County Sheriff			00001961	$958.36	18.00
				00000501	$1,677.95	28.00
				00002042	$331.27	10.50
				00002035	$2,822.05	43.00
				00000357	$2,349.21	38.00
				00000493	$2,818.57	47.00
				00001514	$430.26	8.25
				00000570	$1,833.11	44.50
				00000547	$101.32	2.00
				00002271	$438.30	9.50
				00000563	$741.96	18.00
				00000112	$2,517.97	50.00
				00000481	$378.44	12.00
				00000491	$1,250.89	16.00
				00002038	$1,881.28	29.50
				00001474	$416.03	8.00
				00000529	$3,323.37	44.00
				00000536	$2,359.05	37.00
				00000576	$401.56	11.00
				00000560	$392.33	8.00
				00000503	$1,454.94	23.50
				00001471	$2,472.24	49.00
				00000523	$97.85	2.00
				00001475	$427.81	8.00
				00001099	$1,244.53	27.00
				00002182	$576.34	12.50
				00000549	$459.91	10.00
				00000603	$807.13	17.00
				00002169	$505.90	11.00
				00000538	$1,109.89	22.00
				00000548	$146.34	3.00
				00000499	$1,393.28	22.50
				00001087	$1,169.90	19.00
				00001649	$1,312.22	26.00

Department				Position Nbr	OT Earnings	OT Hrs
30000	County Sheriff			00000500	$3,061.12	51.00
				00000595	$2,524.32	41.00
				00002194	$46.10	1.00
				00000598	$788.50	21.00
				00000521	$994.43	21.00
				00000562	$473.57	10.00
				00000037	$473.57	10.00
				00000531	$506.42	11.00
				00000509	$5,741.60	93.00
				00000513	$1,103.18	24.00
				00002273	$231.03	5.00
				00001478	$1,514.65	31.00
				00002121	$1,959.17	40.00
				00000053	$1,873.63	50.00
				00002195	$597.57	13.00
				00001721	$783.32	17.00
				00000550	$367.74	8.00
				00000589	$1,195.06	26.00
				00001962	$656.25	10.66
				00000606	$89.26	2.00
				00000516	$827.18	18.00
				00000599	$400.44	11.66
				00002300	$2,751.04	58.00
				00000557	$1,135.96	24.00
				00001518	$1,010.21	29.33
				00002120	$1,072.55	22.00
				00000564	$755.55	22.00
				00000535	$689.15	15.00
				00000607	$22.97	0.50
				00000605	$584.90	12.00
				00000504	$2,389.76	40.00
		Department Total - 30000			$160,337.36	2,885.73
30100	Animal Control			00002200	$668.26	21.87
				00002203	$1,216.50	37.50

Department				Position Nbr	OT Earnings	OT Hrs
30100	Animal Control			00002205	$1,611.35	52.70
				00002204	$244.54	8.00
				00002202	$53.50	1.75
				00002199	$1,045.73	35.25
		Department Total - 30100			$4,839.88	157.07
32100	Constable-Precinct 1			00001550	$240.61	6.00
				00001060	$684.37	9.00
				00002083	$484.43	9.00
				00001963	$1,195.48	23.00
				00001354	$61.93	1.00
				00002008	$784.05	15.50
				00001845	$346.55	6.67
				00002248	$1,716.02	36.00
		Department Total - 32100			$5,513.44	106.17
32200	Constable-Precinct 2			00002012	$607.06	12.00
				00001061	$455.72	6.00
				00002137	$956.75	19.00
				00001578	$1,320.26	22.00
		Department Total - 32200			$3,339.79	59.00
32300	Constable-Precinct 3			00002013	$1,056.10	22.00
				00001062	$718.80	10.00
				00001805	$1,162.44	21.00
				00001581	$597.97	15.00
				00001553	$1,224.86	23.50
		Department Total - 32300			$4,760.17	91.50
32400	Constable-Precinct 4			00001853	$1,266.34	21.00
				00001551	$193.58	5.00
				00001806	$1,400.77	22.00
				00001583	$1,008.40	20.00
				00002122	$50.39	1.00
		Department Total - 32400			$3,919.48	69.00
34200	Fire Marshal			00002103	$1,584.08	22.66
				00002101	$73.15	1.33

Department				Position Nbr	OT Earnings	OT Hrs
34200	Fire Marshal			00002100	$440.52	8.50
		Department Total - 34200			$2,097.75	32.49
35000	Detention Center			00000351	$2,541.32	50.00
				00000466	$510.19	10.00
				00001109	$36.96	1.00
				00000402	$1,485.84	22.00
				00000332	$1,773.27	35.00
				00000369	$3,444.32	68.00
				00000353	$4,822.36	95.00
				00000342	$465.31	10.00
				00000463	$2,688.31	58.00
				00000475	$46.30	1.00
				00000431	$1,770.11	38.00
				00000454	$2,767.12	46.00
				00000394	$2,600.28	56.00
				00001590	$1,899.37	42.00
				00000478	$1,303.99	28.00
				00000399	$2,735.85	36.00
				00001601	$181.19	4.00
				00000331	$590.54	8.00
				00000401	$2,851.66	46.00
				00000335	$422.85	10.00
				00000456	$765.21	12.00
				00000334	$4,430.72	74.00
				00000328	$716.37	10.00
				00000455	$3,835.27	64.00
				00000382	$165.14	4.00
				00000392	$1,935.80	45.50
				00000368	$424.89	10.00
				00000467	$931.59	22.00
				00000440	$574.26	14.00
				00000349	$1,057.98	25.00
				00000360	$654.50	15.50
				00000352	$3,445.91	89.00

Department				Position Nbr	OT Earnings	OT Hrs
35000	Detention Center			00000423	$2,380.04	56.00
				00000457	$1,949.49	46.00
				00000388	$423.45	10.00
				00000429	$423.33	10.00
				00001599	$3,080.60	73.00
				00000347	$2,913.07	71.00
				00000358	$1,432.20	37.00
				00000427	$3,243.34	79.00
				00001604	$409.74	10.00
				00000445	$819.48	20.00
				00001597	$3,154.16	77.00
				00000380	$1,070.51	26.00
				00000443	$2,833.16	69.00
				00000363	$532.65	13.00
				00000385	$1,679.75	41.00
				00000409	$819.39	20.00
				00000435	$2,826.53	69.00
				00001106	$2,923.97	69.00
				00000442	$906.02	22.00
				00001598	$2,014.88	49.00
				00001595	$1,556.61	38.00
				00000430	$556.76	14.00
				00000407	$874.84	22.00
				00000343	$874.84	22.00
				00000386	$801.57	19.00
				00000345	$2,570.14	64.50
				00000465	$397.69	10.00
				00000367	$2,940.06	76.00
				00000437	$1,391.83	35.00
				00001589	$4,563.29	118.00
				00000413	$1,139.06	27.00
				00000480	$556.75	14.00
				00001116	$1,470.86	38.00
				00000336	$2,624.49	68.00

Department				Position Nbr	OT Earnings	OT Hrs
35000	Detention Center			00000374	$2,007.04	52.00
				00000350	$2,585.73	67.00
				00000390	$1,273.72	33.00
				00000365	$1,119.35	29.00
				00000376	$5,094.13	132.00
				00000391	$851.51	22.00
				00000450	$38.60	1.00
				00001105	$2,127.53	55.00
				00000414	$3,527.49	91.22
				00001591	$443.92	11.50
				00000346	$2,359.82	61.00
				00001600	$1,389.16	36.00
				00001593	$1,348.66	36.00
				00000428	$2,392.35	62.00
				00000361	$385.89	10.00
				00000479	$1,391.42	36.00
				00000434	$655.99	17.00
				00000397	$1,086.14	29.00
				00000416	$449.44	12.00
				00000469	$711.61	19.00
		Department Total - 35000			$143,268.83	3,293.22
36000	Juvenile Probation			00000638	$336.41	6.50
		Department Total - 36000			$336.41	6.50
56000	Parks			00001091	$3,587.18	61.50
				00000057	$2,475.00	82.50
				00000804	$2,242.92	42.00
				00001797	$604.22	17.00
				00000814	$464.65	11.00
				00000801	$309.90	8.00
				00000806	$73.44	1.50
				00001448	$59.23	1.49
				00000807	$1,711.05	34.00
				00002018	$42.26	1.00
				00000798	$1,455.37	30.67

Department				Position Nbr	OT Earnings	OT Hrs
56000	Parks			00001953	$1,336.43	40.00
				00001975	$3,058.47	59.00
				00002105	$270.00	10.00
				00000812	$754.05	20.69
				00000796	$2,521.25	57.75
				00001449	$615.90	20.53
				00000803	$90.00	2.47
				00001188	$2,040.00	68.00
				00000811	$135.55	3.31
				00001976	$300.70	8.25
				00000818	$1,414.48	40.00
				00001938	$648.55	20.00
				00002058	$1,560.00	52.00
				00000808	$874.40	22.00
				00000799	$315.29	10.00
				00001189	$1,095.00	40.00
		Department Total - 56000			$30,055.29	764.66
65000	Flood Plain Administrator			00001329	$64.80	1.82
		Department Total - 65000			$64.80	1.82
72000	RB Central Service Center			00000877	$1,150.71	18.00
				00000873	$248.54	4.00
				00000875	$603.08	10.00
				00000905	$19.93	0.50
		Department Total - 72000			$2,022.26	32.50
Total					**$372,824.56**	**7,694.39**

Brazoria County
Overtime Report

For the date range 8/23/2025 Through 9/19/2025

Department				Position Nbr	OT Earnings	OT Hrs
18210	Justice of the Peace 2,1			00000096	$127.58	2.92
		Department Total - 18210			$127.58	2.92
19300	District Attorney			00001442	$497.01	8.00
				00002220	$5,085.91	73.00
				00002253	$2,395.95	40.00
				00002211	$1,508.68	26.00
		Department Total - 19300			$9,487.55	147.00
25000	Courthouses and Associated Bui			00000322	$411.09	8.40
		Department Total - 25000			$411.09	8.40
30000	County Sheriff			00000498	$1,331.09	16.00
				00002241	$1,705.97	23.00
				00001517	$405.05	5.00
				00002151	$127.29	3.00
				00000540	$633.21	14.00
				00000553	$3,895.23	61.00
				00001582	$2,351.68	52.00
				00000594	$2,219.58	30.00
				00001085	$698.50	10.00
				00000494	$761.14	10.00
				00000506	$3,108.17	42.00
				00001867	$1,048.53	15.00
				00000511	$1,405.94	22.00
				00000592	$813.98	11.00
				00001084	$1,255.42	18.00
				00001083	$3,002.76	47.00
				00000610	$1,252.74	16.00
				00000492	$626.74	8.00
				00000422	$186.05	3.00
				00000510	$744.67	12.00
				00002280	$2,014.37	33.50
				00001512	$932.19	22.00
				00000584	$335.46	10.33
				00000537	$1,213.25	19.00

Department				Position Nbr	OT Earnings	OT Hrs
30000	County Sheriff			00000532	$4,592.80	72.00
				00001800	$1,595.75	25.00
				00000552	$209.04	4.00
				00000488	$602.13	10.00
				00002036	$1,420.66	30.00
				00000590	$156.37	3.00
				00000505	$2,101.87	33.00
				00000587	$854.27	17.00
				00001086	$1,177.98	19.00
				00001930	$2,227.56	36.00
				00001648	$260.44	5.00
				00000565	$2,133.81	46.00
				00000567	$464.57	10.00
				00000496	$1,913.72	30.00
				00000515	$622.17	12.00
				00001479	$1,231.57	29.00
				00000582	$628.24	18.75
				00000596	$1,438.89	24.00
				00000530	$100.67	2.00
				00000559	$1,508.02	29.00
				00000502	$990.14	16.00
				00002219	$319.45	5.00
				00001477	$1,115.26	18.00
				00000508	$1,713.82	27.00
				00000609	$955.71	15.00
				00000685	$3,089.18	50.00
				00002037	$1,663.27	33.00
				00000593	$225.01	5.00
				00000611	$416.48	8.00
				00000583	$260.18	8.00
				00001393	$876.67	22.00
				00000518	$1,475.09	32.00
				00000522	$100.57	2.00
				00001961	$638.89	12.00

Department				Position Nbr	OT Earnings	OT Hrs
30000	County Sheriff			00000501	$539.44	9.00
				00002042	$252.36	8.00
				00002035	$1,706.69	26.00
				00000357	$1,854.95	30.00
				00000493	$1,561.03	26.00
				00001514	$1,173.05	22.50
				00000570	$2,306.76	56.00
				00002271	$530.53	11.50
				00000563	$947.80	23.00
				00000112	$906.94	18.00
				00000481	$362.66	11.50
				00002038	$510.50	8.00
				00001474	$260.07	5.00
				00000529	$302.16	4.00
				00000536	$255.28	4.00
				00000576	$200.78	5.50
				00000560	$49.06	1.00
				00000503	$588.62	9.50
				00001471	$1,514.33	30.00
				00001475	$1,549.72	29.00
				00001099	$1,429.15	31.00
				00002169	$919.81	20.00
				00000538	$706.93	14.00
				00000548	$1,268.36	26.00
				00000499	$867.02	14.00
				00000500	$841.75	14.00
				00000595	$2,593.72	42.00
				00000598	$938.55	25.00
				00000521	$662.98	14.00
				00000562	$2,935.74	62.00
				00000037	$473.57	10.00
				00000531	$414.66	9.00
				00000509	$3,027.09	49.00
				00000513	$1,976.42	43.00

Department				Position Nbr	OT Earnings	OT Hrs
30000	County Sheriff			00002273	$346.49	7.50
				00001478	$195.58	4.00
				00002121	$196.12	4.00
				00000053	$1,498.99	40.00
				00000550	$597.58	13.00
				00000589	$1,103.18	24.00
				00001962	$677.18	11.00
				00000516	$2,481.38	54.00
				00000599	$995.96	29.00
				00000557	$473.33	10.00
				00001518	$1,308.46	38.00
				00002120	$1,901.27	39.00
				00000564	$583.84	17.00
				00000535	$183.83	4.00
				00000607	$91.91	2.00
				00000605	$536.28	11.00
				00001868	$238.98	4.00
				00000504	$2,091.04	35.00
				00000608	$47.59	1.00
		Department Total - 30000			$123,126.73	2,268.58
30100	Animal Control			00002200	$1,168.77	38.25
				00002203	$1,167.87	36.00
				00002205	$1,787.10	58.45
				00002199	$1,060.56	35.75
		Department Total - 30100			$5,184.30	168.45
32100	Constable-Precinct 1			00001550	$120.37	3.00
				00001060	$608.05	8.00
				00001963	$1,767.26	34.00
				00001354	$340.48	5.50
				00002008	$606.94	12.00
				00001845	$363.69	7.00
				00002248	$1,810.86	38.00
		Department Total - 32100			$5,617.65	107.50

Department				Position Nbr	OT Earnings	OT Hrs
32200	Constable-Precinct 2			00001579	$263.24	6.40
				00002012	$1,366.54	27.00
				00001061	$607.47	8.00
				00001578	$300.13	5.00
		Department Total - 32200			$2,537.38	46.40
32300	Constable-Precinct 3			00002013	$575.96	12.00
				00001805	$996.14	18.00
				00001581	$637.82	16.00
				00001553	$1,901.49	36.50
				00001580	$230.33	3.83
		Department Total - 32300			$4,341.74	86.33
32400	Constable-Precinct 4			00002125	$166.90	3.00
				00001551	$116.16	3.00
				00001806	$1,019.11	16.00
				00001583	$655.51	13.00
				00002122	$403.01	8.00
		Department Total - 32400			$2,360.69	43.00
34200	Fire Marshal			00002103	$1,719.72	24.59
				00002101	$434.31	7.90
				00002100	$1,489.53	28.75
		Department Total - 34200			$3,643.56	61.24
35000	Detention Center			00000351	$4,676.68	92.00
				00000466	$1,171.57	23.00
				00000402	$2,979.79	44.00
				00000332	$2,230.70	44.00
				00000369	$5,868.17	116.00
				00000353	$5,885.26	116.00
				00000342	$465.31	10.00
				00000463	$1,484.30	32.00
				00000475	$1,017.60	22.00
				00000431	$1,491.04	32.00
				00000454	$3,552.60	59.00
				00000394	$4,267.01	92.00
				00000366	$3,882.82	92.00

Department				Position Nbr	OT Earnings	OT Hrs
35000	Detention Center			00000478	$396.41	8.50
				00000399	$1,520.84	20.00
				00000371	$55.02	1.00
				00001601	$1,490.19	33.00
				00001602	$1,211.84	27.00
				00000331	$221.57	3.00
				00000401	$3,470.26	56.00
				00000400	$639.00	10.00
				00000857	$424.17	10.00
				00000335	$1,014.69	24.00
				00000456	$6,173.67	97.00
				00000328	$1,002.65	14.00
				00000455	$5,631.44	94.00
				00000421	$126.81	3.00
				00000368	$850.02	20.00
				00000439	$933.94	22.00
				00000467	$931.59	22.00
				00000349	$1,227.09	29.00
				00000360	$1,941.77	46.00
				00000352	$3,635.85	94.00
				00000423	$1,871.02	44.00
				00000457	$1,908.68	45.00
				00000388	$423.45	10.00
				00001599	$3,122.74	74.00
				00000347	$5,867.11	143.00
				00000358	$2,746.57	71.00
				00000427	$3,612.44	88.00
				00001604	$1,802.64	44.00
				00000445	$819.48	20.00
				00001597	$5,733.78	140.00
				00000380	$2,675.18	65.00
				00000443	$1,807.02	44.00
				00000363	$901.32	22.00
				00000476	$5,046.43	123.00

Department				Position Nbr	OT Earnings	OT Hrs
35000	Detention Center			00000435	$2,539.87	62.00
				00001106	$505.83	12.00
				00000442	$3,414.10	83.00
				00001598	$2,797.42	68.00
				00001595	$2,375.97	58.00
				00000430	$994.11	25.00
				00000407	$516.99	13.00
				00000343	$477.16	12.00
				00000447	$437.46	11.00
				00000386	$1,434.32	34.00
				00000345	$1,752.83	44.00
				00000465	$3,141.09	79.00
				00000367	$2,360.17	61.00
				00000437	$2,226.76	56.00
				00001589	$1,586.12	41.00
				00000413	$2,404.28	57.00
				00001116	$851.51	22.00
				00000336	$849.16	22.00
				00000374	$1,273.77	33.00
				00000350	$3,087.59	80.00
				00000390	$1,814.09	47.00
				00002181	$218.67	5.50
				00000359	$2,740.29	71.00
				00000376	$4,939.79	128.00
				00000391	$1,354.83	35.00
				00000450	$1,350.85	35.00
				00001105	$3,132.43	81.00
				00000378	$135.11	3.50
				00000414	$3,673.45	95.00
				00000346	$6,725.11	174.00
				00001600	$733.17	19.00
				00001593	$599.44	16.00
				00000471	$2,818.71	73.05
				00000428	$2,315.20	60.00

Department				Position Nbr	OT Earnings	OT Hrs
35000	Detention Center			00000361	$2,045.09	53.00
				00000479	$1,140.86	29.50
				00000434	$771.78	20.00
				00000397	$224.72	6.00
				00000416	$599.25	16.00
				00000469	$524.34	14.00
		Department Total - 35000			$183,093.22	4,195.05
36000	Juvenile Probation			00000638	$662.25	12.75
		Department Total - 36000			$662.25	12.75
56000	Parks			00001091	$3,499.82	60.00
				00000057	$2,010.00	67.00
				00000804	$1,548.28	29.00
				00001797	$35.56	1.00
				00000814	$84.50	2.00
				00000801	$213.08	5.50
				00001181	$281.49	6.67
				00001448	$928.62	23.37
				00000807	$1,509.57	30.00
				00000815	$412.25	12.00
				00002018	$654.56	15.50
				00000798	$948.97	20.00
				00001953	$1,386.76	41.50
				00000817	$613.15	16.33
				00001975	$1,943.85	37.50
				00000796	$1,746.96	40.00
				00000803	$480.21	13.18
				00001188	$1,200.00	40.00
				00000811	$97.62	2.00
				00001976	$510.23	14.00
				00000818	$1,060.86	30.00
				00001938	$729.63	22.50
				00002058	$900.00	30.00
				00000808	$1,291.71	32.50

Department				*Position Nbr*	*OT Earnings*	*OT Hrs*
56000	Parks			00001189	$1,168.50	41.00
		Department Total - 56000			$25,256.18	632.55
71000	RB South Service Center			00000844	$170.34	3.00
				00000850	$238.90	6.00
		Department Total - 71000			$409.24	9.00
72000	RB Central Service Center			00000877	$255.94	4.00
				00000873	$248.54	4.00
				00000875	$271.46	4.50
				00000907	$20.57	0.50
		Department Total - 72000			$796.51	13.00
73000	RB North Service Center			00000922	$164.47	4.00
		Department Total - 73000			$164.47	4.00
74000	RB West Service Center			00000942	$319.47	5.00
		Department Total - 74000			$319.47	5.00
Total					**$367,539.61**	**7,811.17**

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.27. **11/18/2025**

Split Library Position

Upon request by Lisa Loranc, Director of Library Services, the Court authorizes Position Number 1484, a 10 hour Grade 22 part-time shelver, be dissolved and the hours added to two other Grade 22 part-time shelver positions as shown below. This adjustment will increase the annual total salary and benefits budget by $814.

Position Number 68, 14 hours to 20 hours
Position Number 1151, 16 hours to 20 hours

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.28. **11/18/2025**

Authorization to Sign American Registration of Internet Numbers (ARIN) Affidavits

The County Judge and Brazoria County Information Services Director are authorized to execute any and all affidavits regarding the American Registration of Internet Numbers (ARIN) necessary for the continued operation of any Brazoria County website, pending final review by the Brazoria County District Attorney's Office.

The signer shall provide a copy of any such document to the Brazoria County Purchasing Department.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.29. **11/18/2025**

Ratify General Land Office Contract No. 22-198-000-D623

The Court approves and ratifies Amendment No. 2 to General Land Office Contract No. 22-198-000-D623 pertaining to the $5,000,000.00 awarded to the County for the Follets Island Dune Restoration Project. This Amendment No. 2 revises the contract termination date to May 1, 2026.

Further, County Judge's signature is ratified and approved for Amendment No. 2.

Further, a copy of this Order be sent to Commissioner Burridge, County Engineer's Office and the Floodplain Department.

Docusign Envelope ID: 07B7224F-7C98-46EC-B94A-BBE4A25A1ACD

AMENDMENT NO. 2 TO
GLO CONTRACT NO. 22-198-000-D623

THE GENERAL LAND OFFICE (the "GLO") and **BRAZORIA COUNTY** ("Local Government"), each a "Party" and collectively "the Parties" to GLO Contract No. 22-198-000-D623 (the "Contract"), desire to amend the Contract. Therefore, the parties agree as follows:

1. **SECTION 1.02 i)** is deleted in its entirety and replaced with the following:

   " i) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations; the signed Contract; **Attachment A**, **Attachment C**, **Attachment B,** and **Attachment D**."

2. **SECTION 1.03 a)** is deleted in its entirety and replaced with the following:

   "**1.03 PROJECT**

   a) Local Government shall maintain the number of linear feet of beach and dunes along the Bluewater Highway and Beach Access Road Five (the "Project") as agreed between the GLO and the Local Government. The GLO shall provide funding to Local Government for it to carry out the Project, as authorized by SB8."

3. **SECTION 2.01** of the Contract is amended to reflect a termination date of May 1, 2026.

4. **ATTACHMENT D** to the Contract, **WORK PLAN, BUDGET, AND MAP**, is incorporated herein in its entirety for all purposes. Any reference to "Work Plan" is hereby replaced with "Work Plan, Budget, and Map."

5. This Amendment shall be effective upon the date of last signature.

6. The terms and conditions of the Contract not amended herein shall remain in force and effect.

SIGNATURE PAGE FOLLOWS

Docusign Envelope ID: 07B7224F-7C98-46EC-B94A-BBE4A25A1ACD

SIGNATURE PAGE FOR AMENDMENT NO. 2 TO GLO CONTRACT NO. 22-198-000-D623

GENERAL LAND OFFICE

Signed by:
Jennifer G Jones
E70CDF09B56540E...

Jennifer G. Jones

Chief Clerk and Deputy Land Commissioner

Date of execution: 11/3/2025

BRAZORIA COUNTY

DocuSigned by:
Matt Sebesta, Jr.
7158A8A7BC4B414...

Name: Matt Sebesta, Jr.

Title: Brazoria County Judge

Date of execution: 11/3/2025

OGC Initial

PM DS

DIR DS

DGC DS

GC DS

DCC DS

ATTACHED TO THIS AMENDMENT:

ATTACHMENT D: WORK PLAN, BUDGET AND MAP

Docusign Envelope ID: 07B7224F-7C98-46EC-B94A-BBE4A25A1ACD

WORK PLAN, BUDGET, AND MAP

Brazoria County SB-8 Dune Restoration Project

1. To address dune restoration along approximately 5,945 linear feet along the Right of Way of the Bluewater and Beach Access Road Five in Brazoria County, the GLO shall:
   a) Provide technical guidance to Brazoria County.
   b) Confer with Brazoria County on the location and extent of the project area/scope of work.
   c) Provide timely comments or approval of reimbursement request submittals.
   d) Participate in meetings and decision-making processes, if requested.
   e) Provide a financial point of contact.
   f) Review proof of disbursements, project update reports, and financial summary reports.
   g) Provide replenishment advances to Brazoria County, as proof of disbursements are provided and approved, up to the Total Project Cost in the budget below.
   h) Coordinate with the Office of the Governor to ensure the project and documents meet auditing standards.

2. As lead project manager Brazoria County shall:
   a) Confer and cooperate with the GLO to delineate and document the exact location and extent of the project area and any changes in scope or amendments.
   b) Consult with the GLO regarding any important meetings and decision-making processes.
   c) Apply for, hold, and maintain (if acquired) all required permits, leases, and other authorizations necessary for the project, and ensure compliance with all general and special conditions contained therein.
   d) Comply with the Dune Protection Act and continued coordination with the GLO's Beach and Dune Program.
   e) Submit to GLO a copy of all contracts under which Brazoria County will seek advanced payment or reimbursement, for allowable expenses.
   f) Provide documentation for expenditures by Brazoria County as described in the budget below.
   g) Provide the GLO with an estimated timeline for completion of the project and regular updates on project progress.
   h) Serve as the point of contact for communication with the engineering and construction contractor(s), and any other contracted entities under the terms of QPP's respective contracts. This does not restrict or preclude communication of a general nature between the GLO and Brazoria County's contracted entities during the course of the project.
   i) Serve as the source for all media advisories, inquiries, and press releases regarding the Project and advise GLO in a timely manner of any inquiries made about the Project.
   j) Provide a financial point of contact.
   k) Comply with all federal, State, and local regulations, where applicable.

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l) Provide a Cover Sheet, Project Update Report, and Financial Summary Report to the GLO, with all accompanying backup documentation required or requested as proof for disbursement requests. Submit a final project completion report summarizing all financial expenditures, deliverables received, and project timeline to the GLO upon 60 days of project closeout. The GLO will provide templates for reporting formats.

m) Submit Proof of Disbursements and Requests for Replenishment of Advanced Funds monthly, if expenditures are made during the month.

i. Disbursements for allowable expenses as described in the budget must be accompanied by a Cover Letter, Progress Update Report, and proof of any deliverables provided during the service period. Proof of Disbursements must be supported by invoices, actual receipts, cancelled checks, or such other documentation that, in the judgment of the GLO, substantiates the expenditures. A Financial Summary Form must be provided. Proof of disbursement shall be sent to the designated GLO project manager(s). Failure to comply with this requirement may, at the sole discretion of the GLO, result in a Project delay or cessation of work. Any costs incurred resulting from failure to comply with proof of disbursement requirements is the responsibility of Brazoria County.

ii. Requests for Replenishment of Advanced Funds will be allowable up to the total expected cost of the project. As Brazoria County has already been advanced $1,500,000.00, the GLO will allow replenishment of the remaining advance based on the amounts provided in the Proof of Disbursement packages. The additional amount to be advanced shall not exceed total additional contractual costs supplied to the GLO or as laid out in the final budget less the original advance amount of $1,500,000.00.

iii. Return any remaining advanced funds in Brazoria County's possession to GLO no later than 60 days after the completion of the project or May 1, 2026, whichever date comes first.

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BUDGET
Brazoria County SB-8 Dune Restoration Project

CONTRACTUAL	AMOUNT
Final design, bid assistance, construction oversight, and construction of dune restoration in Brazoria County	$5,000,000.00
TOTAL PROJECT COST NOT TO EXCEED	**$5,000,000.00**

COST SHARING SUMMARY

**Any additional costs beyond the original advance of $1,500,000.00 and replenishment of funds of $1,178,157.50 will be completed through reimbursement requests to the GLO from Brazoria County in an amount not to exceed $5,000,000.00.*

Description	Contractor	Amount
In-house Labor	Brazoria County Engineers	$125,000.00
Grant Administrator	Carr, Riggs and Ingram, LLC	$225,000.00
Engineer	DE Corp	$493,232.50
Engineer	Atser, LP.	$260,221.25
Construction Contractor	RES, LLC.	$1,574,703.75
	Total:	$2,678,157.50
	Brazoria County Advanced Funds:	$1,500,000.00*
	***Available Replenishment of Advanced Funds:**	$1,178,157.50

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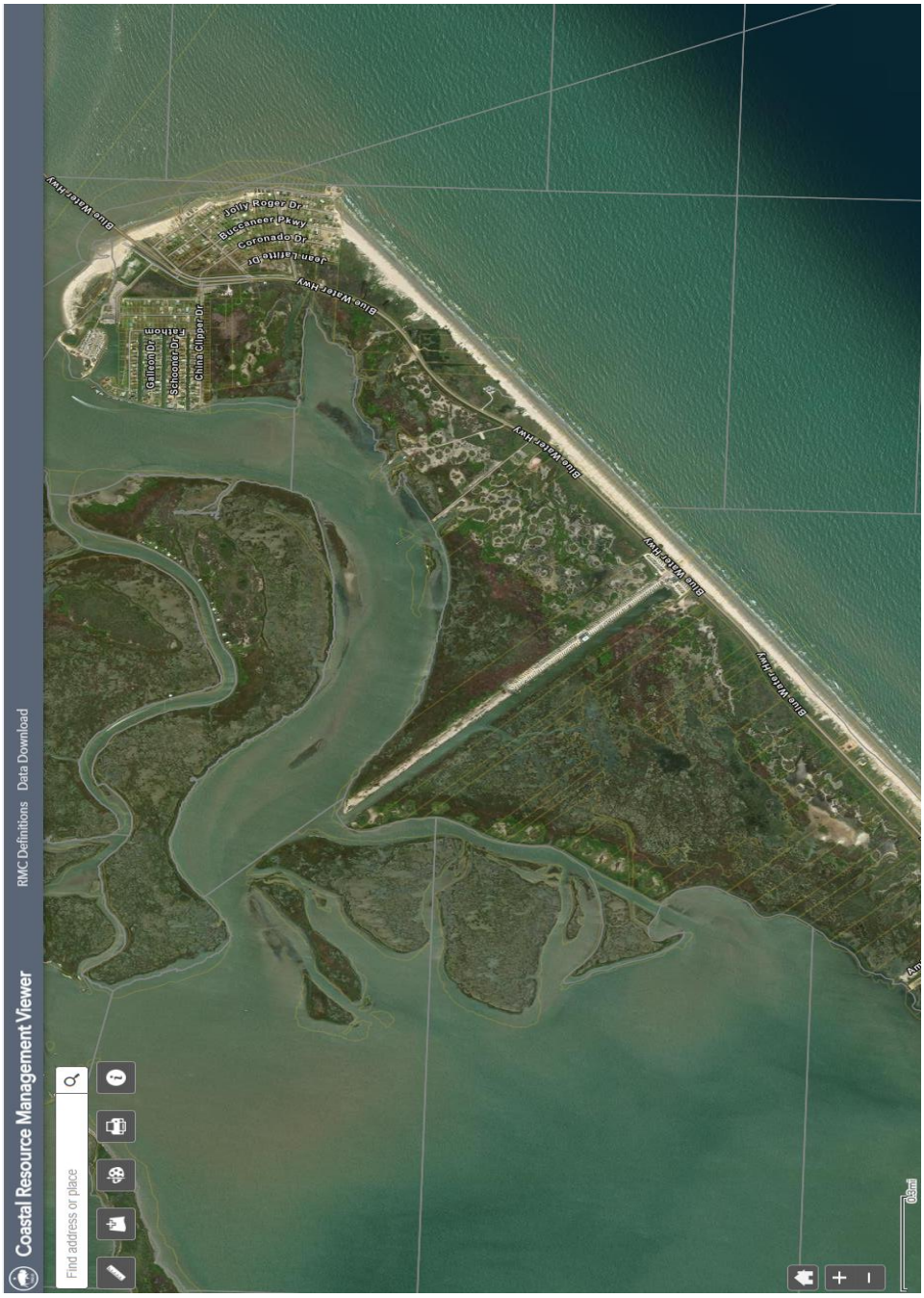
MAP
Brazoria County SB-8 Dune Restoration Project



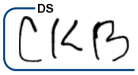
Certificate Of Completion

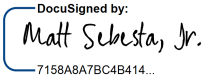
Envelope Id: 07B7224F-7C98-46EC-B94A-BBE4A25A1ACD
Status: Completed
Subject: RUSH $0 Amendment No. 2: 22-198-000-D623 Brazoria County (Texas GLO)
Source Envelope:
Document Pages: 17
Signatures: 2
Certificate Pages: 5
Initials: 6
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Adrianna Segura
1700 Congress Ave
Austin, TX 78701
adrianna.segura@glo.texas.gov
IP Address: 136.226.12.62

Record Tracking

Status: Original
10/28/2025 7:09:22 AM
Holder: Adrianna Segura
adrianna.segura@glo.texas.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Jeff Fazio Jeff.Fazio@glo.texas.gov General Law Attorney Security Level: Email, Account Authentication (None)	Initial Signature Adoption: Pre-selected Style Using IP Address: 136.226.12.187	Sent: 10/28/2025 11:19:02 AM Viewed: 10/28/2025 12:29:38 PM Signed: 10/28/2025 12:49:31 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Kelly Brooks kelly.brooks@glo.texas.gov Project Manager Texas General Land Office Security Level: Email, Account Authentication (None)	DS  Signature Adoption: Drawn on Device Using IP Address: 136.226.13.52	Sent: 10/28/2025 12:49:33 PM Viewed: 10/28/2025 1:02:38 PM Signed: 10/28/2025 1:02:47 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Julie McEntire Julie.McEntire@glo.texas.gov Director of Grant Programs Texas General Land Office Security Level: Email, Account Authentication (None)	DS Signature Adoption: Drawn on Device Using IP Address: 136.226.20.91	Sent: 10/28/2025 1:02:51 PM Viewed: 10/28/2025 1:46:40 PM Signed: 10/28/2025 1:47:16 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Marc Barenblat marc.barenblat@glo.texas.gov Deputy General Counsel Texas General Land Office Security Level: Email, Account Authentication (None)	DS Signature Adoption: Pre-selected Style Using IP Address: 136.226.12.179	Sent: 10/28/2025 1:47:20 PM Viewed: 10/28/2025 2:08:58 PM Signed: 10/28/2025 2:13:32 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Signer Events	Signature	Timestamp
Jeff Gordon jeff.gordon@glo.texas.gov General Counsel Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.242	Sent: 10/28/2025 2:13:34 PM Viewed: 10/28/2025 4:18:23 PM Signed: 10/28/2025 4:18:30 PM
Adrian Piloto adrian.piloto@glo.texas.gov Senior Deputy Director Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS Signature Adoption: Pre-selected Style Using IP Address: 136.226.12.54	Sent: 10/28/2025 4:18:32 PM Viewed: 10/28/2025 5:19:20 PM Signed: 10/28/2025 5:19:49 PM
Matt Sebesta, Jr. matts@brazoria-county.com Brazoria County Judge Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  7158A8A7BC4B414... Signature Adoption: Pre-selected Style Using IP Address: 50.172.191.14	Sent: 10/28/2025 5:19:52 PM Resent: 10/30/2025 2:37:13 PM Viewed: 11/3/2025 9:47:43 AM Signed: 11/3/2025 9:47:55 AM
Jennifer G Jones jennifer.jones@glo.texas.gov Chief Clerk Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by: E70CDF09B56540E... Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.200	Sent: 11/3/2025 9:47:58 AM Viewed: 11/3/2025 10:21:00 AM Signed: 11/3/2025 10:22:26 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Lance White lance.white@glo.texas.gov Manager, Contracts Management Division Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/28/2025 7:35:20 AM

Carbon Copy Events	Status	Timestamp
CMD Drafting Requests draftingrequests@GLO.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/28/2025 7:35:19 AM
Kelly McBride kelly.mcbride@glo.texas.gov Director of CMD Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/28/2025 7:35:20 AM
Adrianna Segura adrianna.segura@glo.texas.gov Contract Specialist IV Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/28/2025 7:35:20 AM
Clay Sebek clay.sebek@glo.texas.gov Team Lead, General Contracts, CTCM, CTCD Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/28/2025 7:35:20 AM Resent: 10/28/2025 11:19:00 AM
Andrea Walmus Andrea.Walmus@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/28/2025 1:02:49 PM
Yolanda Moten Yolanda.Moten@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/28/2025 1:02:50 PM
Angela Sunley angela.sunley@glo.texas.gov Sr. Director Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/28/2025 1:47:18 PM Viewed: 10/28/2025 1:49:31 PM

Carbon Copy Events	Status	Timestamp
David Green david.green@glo.texas.gov Legal Services Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/28/2025 1:47:19 PM Viewed: 10/28/2025 1:47:51 PM
Susan Serrano sserano@brazoriacountytx.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/28/2025 5:19:51 PM
HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 11/3/2025 10:22:28 AM
Payton Ray payton.ray@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 11/3/2025 10:22:29 AM
Thao Linh Phan Linh.Phan@glo.texas.gov Purchaser CTCD, CTCM Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 11/3/2025 10:22:30 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	11/3/2025 10:22:30 AM

Payment Events	Status	Timestamps

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.30. **11/18/2025**

Advertise Bids for Oils and Lubricants

Approval to advertise bids for “Oils and Lubricants” for Brazoria County.

In addition, expenditures will utilize funds from departments’ approved fiscal year 2026 budget.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.31. **11/18/2025**

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 vendor for the fifth (5th) year of a five (5) year contract per the terms, conditions and pricing of the current contract which is set to expire on December 12, 2025.

- Brodart Co. of Williamsport, PA

The renewal term shall be December 13, 2025 to December 12, 2026.

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

In addition, Baker & Taylor LLC is going out of business therefore their portion of the contract was not renewed.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.32. **11/18/2025**

Advertise Bids for Waste Management Services

Approval to advertise bids for “Waste Management Services” for Brazoria County.

In addition, expenditures will utilize funds from the departments’ approved fiscal year budgets.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.33. **11/18/2025**

Renew ITB #22-05 Cutting Tools - Bullet Teeth Contract

Approval to renew “ITB #22-05 Cutting Tools - Bullet Teeth Contract” to the following vendors for the fifth (5th) year of a five (5) year contract per the current terms, conditions and pricing of the current contract which is set to expire on December 13, 2025.

- Wear Parts & Equipment of Auroa, Co
- R.B Everett & Company, LLC of Pasadena, TX

The renewal term shall be December 14, 2025 to December 13, 2026.

Further, expenditures will be funded by departments’ current fiscal year budget.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.34. **11/18/2025**

Renew RFP #25-01 Citizen Corps and Medical Reserve Corps Training

Approval to renew with a 2.35% increase “RFP #25-01 Citizen Corps and Medical Reserve Corps Training” with the following vendor for the second (2nd) year of a five (5) year contract per the terms and conditions of the current contract which is set to expire on December 31, 2025.

- Homeland Preparedness Project of Alvin, TX

The new grant award is $174,000.00 which will be utilizing funds administered by the Houston Urban Area Security Initiative (UASI)

The renewal term shall be January 1, 2026 to December 31, 2026.

I. FEE SCHEDULE

A. All invoices are subject to the review and approval of BCOEM.

B. Reporting and Fee Schedule: Contractor shall submit reports and invoices according to the following schedule. Payments shall be subject to the review and approval of BCOEM and shall be subject to compliance with all minimum performance standards for each reporting period:

Reporting Period Start	Reporting Period End	Reporting/Invoice Date	Invoice Amount
Acceptance of contract --	--First payment Due	N/A	1/4 of contract amount
1/1/2026	4/30/2026	5/15/2026	1/4 of contract amount
5/1/2026	8/30/2026	9/15/2026	1/4 of contract amount
9/1/2026	12/31/2026	1/15/2026	1/4 of contract amount

The grant award for 2026 Contractor Services is $174,000.00

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.35. **11/18/2025**

Transfer of Heavy Equipment

Approve the transfer of two (2) International Dump Trucks from the Road and Bridge North Service Center to the Parks Department, per the attached transfer form.

BRAZORIA COUNTY
TRANSFER OF COUNTY PROPERTY

Date: __8/28/25_____

Transfer From: Road and bridge North Dept #: __73000_____Fund:10000_____

Transfer To: Parks _____ Dept #: _56000_____ Fund: 10000_____

TYPE OF ASSET:

General Property ____

Track Asset ($2,000-$4,999) ____

Capital Asset ($5,000+) __x__

Comments:_____na_____

__

_____

_____

Completed By: _Robert Franks_____ Date: 8/28/25_____

Department Head: _____ Date: _8/28/25_____
Signature

Please fill in the property/equipment information below.

Item Description (year, make, model, color)	**Serial or VIN #**	**Equip #**	**PeopleSoft Asset ID #**	**Condition/Defects**
2001 International Dump Truck	1HTSCAAR91H364751	3232	100000002423	Age, regular PM, bent bumper,functional,safe
2002 International Dump Truck	1HTMMAAR13H560546	3246	100000002438	Regular pm, operates functional

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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.36. **11/18/2025**

Transfer of Boat, Motor and Trailer

Approve the transfer of a 2002 Weldcraft aluminum boat, 2002 Johnson 90HP motor and 2002 Sportsman Trailer from Constable Precinct 4 to Constable Precinct 1, per the attached transfer form.

BRAZORIA COUNTY
TRANSFER OF COUNTY PROPERTY

Date: 11/3/2025_____

Transfer From: _BRAZORIA COUNTY PCT.4 CONSTABLE Dept #: 32400_
Fund: _____

Transfer To: BRAZORIA COUNTY PCT.1 CONSTABLE __Dept #: 32100_____Fund:
_____

TYPE OF ASSET:

General Property ____
Track Asset ($2,000-$4,999) ____
Capital Asset ($5,000+) __x__

Comments:____ 18 FOOT FLAT BOTTOM BOAT WITH JOHSON MOTOR. AND BOAT TRAILER_____

_____

Completed By: DEDE TRUITT___ Date: __11/3/25_____

Department Head _____ Date: _11/3/25_____
Signature

Please fill in the property/equipment information below.

Item Description (year, make, model, color)	**Serial or VIN #**	**Equip #**	**PeopleSoft Asset ID #**	**Condition/Defects**
2002 Weldcraft 18' Aluminum Boat 100000002199	WKGG3123F202		100000002199	FAIR
2002 Johnson 90HP Motor	G04982420		100000002200	FAIR
2002 Sportsman Trailer	1BTA7JH1421J53790		100000002201	FAIR

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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.37. **11/18/2025**

Amend Contract for Software Development and License Agreement

Pending final review by the District Attorney's Office, Civil Division, approve amendment to internal contract, number C #21-103 for "Software Development and License Agreement" with Yes And LLC (Yes&) of Houston, Texas for an annual cost of $48,000.00 for the renewal term of January 1, 2026 to December 31, 2026.

In addition, the following approved FY26 funds will be utilized for the expenditure:

- Vaccine Management Support - Health Department General Fund (543500-10000-45000)
- Water Testing Support - Health Department General Fund (543500-10000-45300)
- PHEP Program/Reportable Conditions - DSHS PHEP (543500-30705-45000)

Further, that the County Judge is authorized to sign any documents or amendments related to this agreement; and that the final documents be authorized to attach to the Minutes.

SOFTWARE DEVELOPMENT AND LICENSE AGREEMENT

This Software Development and License Agreement (the "Agreement") is entered into as of September 1, 2021 by Yes And LLC ("Yes&"), located at 5300 N Braeswood Blvd, Suite 4-689, Houston, TX 77096 and Brazoria County (the "User"), located at 111 E. Locust Street, Angleton, TX 77515.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Yes& and User agree as follows:

1. Scope of Services
YES& team will customize and implement a software solution that allows public health employees to track covid testing cases and contact tracing based on Appendix I.

2. Software License.
Yes& hereby grants to User a non-exclusive, non-transferable, limited license to use the Software related to User's public health business processes as set forth in this Agreement.

3. Restrictions.
User shall not modify, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or any right in the Software to anyone else without the prior written consent of Yes&. The User may not use the Software for any use prohibited by law. This Agreement does not give User any intellectual property rights in the Software. The User agrees not to make any attempt to discover or obtain the source code for the Software. The User may not duplicate any part of the software and create User's own software.

4. Fee.
In consideration for the grant of the license and the use of the Software, User agrees to pay to Yes& $210,000 as an implementation, software license, and administration free based on Appendix I. Refunds are not applicable. Yes& will provide 3 admin logins and up to 20 communities licenses. More admin and communities logins, if needed, can be purchased for $175 per login per month and $15 per login per month respectively.

5. Facilities
The software includes facilities for managing public health services. Inclusion of other facilities and addition of modules is solely up to discretion by Yes&.

6. Warranty of Title.
Yes& hereby represents and warrants to User that Yes& is the owner of the Software or otherwise has the right to grant to User the rights set forth in this Agreement. In the event any breach or threatened breach of the foregoing representation and warranty, User's sole remedy shall be to require Yes& to replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach.

7. Warranty of Functionality.
Yes& warrants that the Software shall perform in all material respects according to the Yes&'s specifications concerning the Software when used with the appropriate computer equipment. In the event of any breach or alleged breach of this warranty, User shall promptly notify Yes&. User's sole remedy shall be that Yes& shall correct the Software so that it operates according to the warranty. This warranty shall not apply to the Software if modified by anyone or if used improperly or on an operating environment not approved by Yes&.

8. Privacy & Use of Information & Data Security.
Yes& undertakes to ensure that our privacy policy is adhered to. Yes& only uses information in ways necessary to improve the software. Yes& acknowledge that User's clients' information will be kept strictly

confidential and that Yes& will not release User's clients' information to anyone for any reason, whatsoever.

9. Payment.
Payment of the license fee shall be made as set forth in this agreement in Appendix I. Payment of any other amount owed by User to Yes& pursuant to this Agreement shall be paid within thirty (30) days following invoice from Yes&. In the event any overdue amount owed by User is not paid following ten (10) days written notice from Yes&, then in addition to any other amount due, Yes& may impose and User shall pay a late payment charge as decided by Yes&.

10. Warranty Disclaimer.
YES&'S WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Liability.
Yes& shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Yes& was advised of the possibility of such losses in advance. In no event shall Yes&'s liability hereunder exceed the amount of license fees paid by User, regardless of whether User's claim is based on contract, tort, strict liability, product liability or otherwise.

12. Notice.
Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Yes&:
Yes And LLC
5300 N Braeswood Blvd, Suite 4-689
Houston, TX 77096

If to User:
Brazoria County
111 E. Locust Street
Angleton, TX 77515

13. Governing Law.
This Agreement shall be construed and enforced in accordance with the laws of the province of the State of Texas

14. No Assignment.
Neither this Agreement nor any interest in this Agreement may be assigned by User without the prior express written approval of Yes&.

15. Final Agreement.
This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

16. Severability.
If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

17. Nondisclosure
During the term of this Agreement and thereafter, Yes& shall not, without the prior written consent of the User, disclose or use for any purpose (except in the course of his or her service under this Agreement and in furtherance of the business of the User) confidential information or proprietary data of the User, except as required by applicable law or legal process; provided, however, that "confidential information" shall not include any information known generally to the public or ascertainable from public or published information (other than as a result of unauthorized disclosure by the Yes&) or any information of a type not otherwise considered confidential by persons engaged in the same business or a business similar to that conducted by the User. The Yes& agrees to deliver to the User at the termination of his or her service, or at any other time that the company may request, all memoranda, notes, plans, records, reports and other documents (and copies thereof) relating to the business of the User which Yes& may then possess or have under his or her control.

18. Arbitration
This section left intentionally blank.

19. Termination.
User's license is terminated if the User violates this Agreement. User can terminate this Agreement at any time with 5-day notice to Yes&. Upon termination, the User must destroy all copies of the Software and related documentation.

20. Headings.
Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

21. Federal Clauses
In compliance with 2 CFR Part 200, the clauses in the attached Appendix 2 are incorporated into this Agreement. In addition, Yes& agrees to be bound by the Terms and Conditions of the attached Appendix 3 as a Recipient.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the User by its duly authorized officer.

CONSULTANT **Yes&**	USER **Brazoria County**
_____ Signature:	_____ Signature:
David Robertson Name:	_____ Name:
Principal Consultant Title:	_____ Title:
_____ Date:	_____ Date:

APPENDIX I

Project Overview

Brazoria County needs to transition from the State of Texas Health Trace system (Salesforce) for tracking covid lab test results, case management, contact tracing and vaccine uptake. This project will involve creating a new system based on the Salesforce ecosystem that will allow Brazoria County to manage their Covid-19 response effectively and efficiently.

Technology Stack

- Salesforce –
  - Salesforce will be your overall database of record for all Covid-19 data.
- Salesforce Communities –
  - Salesforce Communities Portal will be a system that allows for a simplified and cost-effective approach for public health employees to effectively do their job by allowing the portal to read from Salesforce and update/create data in Salesforce.
- Data Loading scripts –
  - An architectural system that passes data from spreadsheets to salesforce. This is an enterprise system that makes the automation possible.
- Box –
  - Box is a HIPAA enterprise level file management system that works in conjunction with load scripts and Salesforce in a seamless fashion that allows for automation of lab data and any other types of data input.
- Geocod.io –
  - Geocode.io is the system that allows for pinpointing exact coordinates for addresses using FIPS. This allows for understanding whether individuals live inside or outside of the county. We will pass lab contact data or organizational data to geocod.io using a REST API (meaning we invoke this request directly in Salesforce. Each 'request' charges a small fee. Geocode.io will return with a fully normalized Address that we will update salesforce with. This is very powerful, as you can ascertain what county you are dealing with and the exact block you are dealing with (GIS). The discernments are done through something called a FIPS code. We pass no PII or HIPAA data to geocod.io (only addresses and a database id)
- Tableau –
  - Tableau is a business analytics (interactive reports and dashboards) tool that works seamlessly with Salesforce. It allows for external publishing, dashboard creation, and reporting to various groups. It has a world-class user interface for slicing and dicing data sets in a GIS visualization.

Project Scope

Data Modeling and Enterprise Systems Design

1. Create system architecture
    a. Create map that explains each technology and its use
    b. Architect each solution and software facet so that it best meets Brazoria County's needs
2. Setup and Build new Salesforce instance, Box instance, load scripts
    a. Create and configure new instance based on needs (data modeling)
    b. Create new app(s) for each team with custom interface (page layouts, list views, outline daily dashboards and reports, and other UI elements)
    c. Identify and configure automations for streamlining business processes

Data Migration

3. Migrate Data from current systems
    a. Extract data from current instance
    b. Transform and normalize data to meet new system requirements
    c. Load data into Salesforce

Lab Data Management (or other external data feeds)

4. Create autoload for Lab data
    a. Setup system to accept multiple lab data feeds into Salesforce with minimal data entry. System can support billions of data load transactions per year.
    b. System will transform all viable permutations for biographical or testing type data to normalized agreed upon values. IE, M/Male/ML would be transformed to Male.
    c. Setup system to notify Brazoria where lab data is malformed and cannot be transformed through automations.

Salesforce Community Portal

5. Create community portal for public health workers or any other group of contributors
    a. Create portal that allows public health workers to go through business process(es) in web interface. Activities could include case management, vaccination review, break-thru case assessments, contact tracing and worker release forms.

Data Reporting Internal and External

6. Create dashboard/analytics connection for external reporting
    a. Setup Tableau or other BI (Power BI) tool to allow for each external (outside of Brazoria Health District) automated reporting.
7. Create dashboard and reports for internal management
    a. Customize reports to meet needs of staff and managers
    b. Create executive- and tactical-level daily reports and dashboards

Process Automation Workflows

8. Customize algorithms to assign case load, manage duplicates, assign cases to households and GIS data to confirm county residency
    a. Create system that creates and assigns cases in most appropriate manner
    b. Create system that confirms county residency based on GIS address
    c. Create system that reports out of jurisdiction cases.
    d. Using known data points, create a system that will compute things like:
        i. Auto-recover (for loss to follow-up cases), Hospitalization, Break-through cases, Re-infections, School infections (and school that child would be zoned too), worker release emails.
        ii. We will support any other automation scripts if the data is existing in the system and the algorithm can be expressed.

Training and Continuous Improvement

9. Train management and public health workers on new system
    a. Train all users on how to use new system and technologies
    b. Train IT department or technical staff on architecture and how the software ecosystem works.
    c. Transfer all knowledge on what is needed to operate the system
10. Iterate over automations, data management and reporting
    a. Initial refinement of system after go-live
    b. Create additional automations and workflows as needed
    c. Support additional response initiatives that may arise

Timeline

- Now – September 30, 2021 -- Setup, Migration, and Customization of System by way of quick iterations
- September 27-30, 2021 -- Training of Staff
- Oct 1, 2021 -- Go Live on new system
- Oct 1 – Dec 31, 2021 -- Iterate, Improve, and Customize to Needs (including any other initiatives)
- Jan – Dec 2022 – Data Administration/Training/Knowledge Transfer (Up to 10 hours/month)

Implementation Cost

- $185K – Implementation Fee
- $12K – Software Licenses through December 2022
- $13K – Database Administration Fee for 2022
- **$210K – Total Cost for 2021-2022 Services and Software**

Commitment

We know that the scope of work for projects of this nature can rapidly change. We will commit to continuous work during this timeframe with you to make your business needs happen. During the time we work together, we will be happy to add or subtract parts of work within the covid response landscape (labs data processing, case management, vaccinations, and data metrics) at your discretion. For instance, if you identify a data repository that would help inform district public health decisions we would be happy to include that in the coming months – as we feel the frameworks and ecosystem is scalable to these types of requests. We know that traditional change requests and re-scoping of projects can dramatically slow progress and increase costs. We will do everything to avoid change requests and re-scoping. Further, we are committed to using Galveston County Health District's implementation as a baseline for you – meaning everything they have currently is in scope for this bid. We will take special care that the implementation is transferable and scalable to other public health initiatives the district may encounter in coming year(s).

Additional Details

We take an iterative approach to our projects; we work interactively with you in "sprints" and take regular (often daily) feedback to optimize our development and train you on the system as it's being built. This approach allows all project participants to move quickly and avoid expensive change requests. Further, it allows you to *see* and test what you are investing time and resources in and allow the team to quickly pivot *together* if needed – having something not work for you is not an option!

If for any reason Brazoria County decides to add more business processes/functions into the Salesforce ecosystem in 2022 or the future, we will be happy to discuss and price those projects separately on an as needed basis. We are committed to building a fully functional tool that meets your needs immediately and iterate on that during 2021. However, we know that your needs can evolve over time. We are committed to working through those with you when and if they happen.

About Yes&

Mission

Yes& is a nonprofit consulting firm that exists to empower organizations to transform the communities they serve. We have partnered with organizations in the nonprofit, healthcare, and government sectors on both strategy and technology projects that will help scale social impact.

Our Core Team

Aaron Godoy is a Principal Consultant at Yes&. Aaron has worked closely with nonprofits for over 7 years and is a certified Salesforce Application Architect. His experience spans numerous non-profit domains including health education, urban homelessness, global public health, and young adult workforce solutions. He specializes in data model architecture, systems integration, and custom user interfaces with a heavy emphasis on pristine user experience. Aaron holds a bachelor's degree from The University of Texas at Austin.

David Robertson is a Principal Consultant at Yes&. Dave has over 20 years of experience in the technology and nonprofit industries. His expertise includes building enterprise level architecture for financial systems, fundraising processes, marketing automation, and program measurement and evaluation processes. He has successfully helped multiple organizations grow and expand. Dave holds a bachelor's degree from Schreiner University.

Joe Small is a Principal Consultant at Yes&. He has over 10 years of experience in the nonprofit and higher education sectors including leading strategy for national nonprofit and working as a professor and assistant dean at a community college. He has overseen projects that include geographic expansion to new regions, multi-million-dollar strategic growth fundraising campaigns, organization-wide strategic plan adoption, and new program model development and implementation. His specialties include strategic planning, program innovation, growth fundraising, market research and analysis, and creating business processes. Joe holds a bachelor's degree from Drexel University and a master's degree from the University of Notre Dame.

I. Remedies:

"If the bidder/vendor fails to comply with the terms and conditions of this Agreement, Brazoria County may take one or more of the following actions, as appropriate to the circumstance:
(a) Temporarily withhold payments pending the bidder/vendor commencing in good-faith corrective action to cure the deficiency;
(b) Permanently withhold payments; and/or
(c) Take any and all other remedies that may be legally available.

II. Access to Records and Record Retention

In accordance with 2 CFR 200.336, during the Agreement's time of performance the grantee, the subgrantee, the Federal grantor agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

In accordance with 2 CFR 200.333, Contractor shall provide to County all records pertinent to the Contract. County shall retain all required records for at least three (3) years after making final payments and all other pending matters are closed.

III. Debarment and Suspension

"Suspension and Debarment
(1) The contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by Brazoria County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Texas Department of Emergency Management and Brazoria County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

IV. Procurement of Recovered Materials:

1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www3.epa.gov/epawaste/conserve/tools/cpg/index.htm

The list of EPA-designate items is available at
http://www3.epa.gov/epawaste/conserve/tools/cpg/products/index.htm

V. DHS Seal

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific preapproval."

VI. Compliance with Federal Law, Regulations, and Executive Orders

"This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA, policies, procedures, and directives."

VII. No Obligation by Federal Government

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

VIII. Program Fraud and False or Fraudulent Statements or Related Acts

"The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

IX: Termination for Cause and Convenience

Termination with Cause:
"Upon written notice to the Contractor of a defect or breach of this Agreement, Contractor has five (5) business days to cure any defect(s) or breach(es) cited in said notice. If Contractor fails to cure the defect(s) or breach(es) within the five (5) business days allowed, Brazoria County may terminate this Agreement. Nevertheless, Brazoria County reserves the right to provide written notice to the Contractor that this Agreement shall continue if Contractor has in good-faith commenced efforts to cure said defect(s) or breach(es) and Contractor agrees, in writing, to continue to act without undue delay to cure said defect(s) or breach(es).

Termination Without Cause:
This contract may be terminated by either the County or the Contractor at any time, without cause, by providing the other Party at least thirty (30) calendar days' prior written notice.

X: Contract Work hours (Applies to contracts in excess of $100,000)

Compliance with the Contract Work Hours and Safety Standards Act

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
(3) Withholding for unpaid wages and liquidated damages. FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety

Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

XI: Clean Air Act and Federal Water and Pollution Control Act (Applies to contracts in excess of $150,000)

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to Brazoria County and understands and agrees that Brazoria County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to Brazoria County and understands and agrees Brazoria County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

XII: Byrd Anti-Lobbying (Applies to contracts in excess of $100,000)

The undersigned certifies, to the best of his or her knowledge, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civic penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclose, if any.

All requirements contained herein are acknowledged and accepted by vendor:

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

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OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:	DUNS Number: 040341430
Brazoria County 111 E. Locust, Rm 303 Angleton, Texas, 77515	Taxpayer Identification Number: 746000044 Assistance Listing Number: 21.019

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: DocuSigned by: Kaysie Stewart 7F5F8B6577FA44C...

Authorized Representative: Kaysie Stewart

Title: County Auditor

Date signed: 5/17/2021

U.S. Department of the Treasury:

_____

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

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U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records
   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

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9. Compliance with Applicable Law and Regulations.
   a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

      v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

      vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

      vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

      viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

      ix. Generally applicable federal environmental laws and regulations.

   c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

      i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

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ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed the federal government must be paid promptly by

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Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

    b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;
        iii. The Government Accountability Office;
        iv. A Treasury employee responsible for contract or grant oversight or management;
        v. An authorized official of the Department of Justice or other law enforcement agency;
        vi. A court or grand jury; or
        vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

    c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

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4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

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agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Brazoria County	5/17/2021
Recipient	Date

DocuSigned by:
Kaysie Stewart
7E5E8B6577EA44C...

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Amendment

To Contract for Software Development and License Agreement

This Contract Amendment (the "Amendment") is between Yes And LLC ("Yes&"), located at 5300 N Braeswood Blvd, Suite 4-689, Houston, TX 77096 and Brazoria County Health Department (the "User"), located at 237 E Locust Street, Angleton, TX 77515. This document is the Amendment to the contract Software Development and License Agreement (the "Agreement") originally executed on August 29, 2022.

The contract is amended as follows:

1. **Scope of Services**

Yes& team will customize and implement a software solution that incorporates the management of reportable conditions for epidemiological purposes, water treatment management, and vaccination management as written in Appendix II.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the User by its duly authorized officer.

CONSULTANT	USER
Yes&	**Brazoria County Health Department**

Recoverable Signature

X _____

David Robertson

Signed by: 1620ed89-d699-4a49-911f-c3cab31ca33f

David Robertson Principal Consultant
Name/Title

__11/5/2025_____
Date

X _____

Name/Title

_____
Date

APPENDIX II: YES&/BCHD Software Agreement

Project Overview

Brazoria County Health Department is committed to strengthening public health by improving the management of reportable conditions, water analysis, and vaccine management. These support initiatives continue to streamline workflows, business processes, and data management for better disease tracking, water analysis, and vaccine administration within the county. These support initiatives empower our public health department with efficient operations and valuable insights into county-wide health concerns. It equips the county with making data-driven decisions for the well-being of the community.

Support Scope

Part 1: Support for Vaccine Management Program

Overview

Brazoria County has built out a vaccination management program on Salesforce. Yes& will continue to iteratively support the program and the platform costs the year 2026.

Support Deliverables

- Platform costs and licensing costs for system
- Support for audit scenarios or new requirements from TVFC/ASN reporting.
- Reporting and dashboards for users and reports for constituencies (DSHS, etc)
- Support for system issues (defect scenarios) and iterative evaluation of processes for enhancements.

Part 2: Support for the Water Testing Program

Overview

Brazoria County has built a system to track water lab specimen collection and analysis. Yes&will continue to support this system for the year 2026.

Support Deliverables

- Platform costs for system
- Support for audit scenarios.
- Support for system issues and iterative evaluation of processes for enhancements.

Part 3: Support for PHEP Department for Reportable Conditions Program

Overview

Support for the reportable disease feed which will result in normalized data collection, data reporting and data management for the county for the year 2026.

Support Deliverables

- Platform and licensing costs for system
- Support &build dashboard/reports for epidemiology management as needed.

- Training of new and existing users as needed.
- Support for system issues and iterative evaluation of processes for enhancements as needed.
- Support for outbreak scenarios (in the event of an outbreak event)

Support Yearly Costs (1/1/202 6 to 12/31/202 6)

- Vaccination Management Support - $32,000
- Water Testing Support - $8,000
- PHEP Program Automation & Implementation for Reportable Conditions - $8000
- **Total Costs for 12 months - $48,000**

Technology Stack Supported

Yes& will cover all software licensing, vendor management, development, and configuration through the end of 2025.

- Salesforce
  - Salesforce will be your overall database of record for all COVID-19 data, reportable disease data (augments state NEDSS systems), vaccination management data, water testing data
  - Also includes licenses for Rollup Helper which aids in data aggregation and reporting
- Salesforce Communities
  - Salesforce Experience portal will be a system that allows for a simplified and cost-effective approach for public health employees to effectively do their job by allowing the portal to read from Salesforce and update/create data in Salesforce.
- Data Loading scripts
  - Scripts that pass data from spreadsheets behind a HIPAA-compliant document management system to salesforce. This is an enterprise system that makes automation possible.
- Box
  - Box is a HIPAA-compliant enterprise-level file management system that works in conjunction with load scripts and Salesforce in a seamless fashion that allows for automation of lab data and any other types of data input. Box also can directly embed as file storage system in Salesforce
- Geocod.io
  - Geocode.io is the system that allows for pinpointing exact coordinates for addresses using FIPS. This allows for understanding whether individuals live inside or outside of the county. We will pass lab contact data or organizational data to geocod.io using a REST API (meaning we invoke this request directly in Salesforce). Each 'request' charges a small fee. Geocode.io will return with a fully normalized address that we will update Salesforce with. This is very powerful, as you can ascertain what county you are dealing with and the exact block you are dealing with (GIS). The discernments are done through something called a FIPS code. No PII or HIPAA data to Geocod.io (only addresses and a database ID)
- ImmTrac Integration
  - Integration layers that support the passing of data between Salesforce and ImmTrac.

- Salesforce External Forms
    - HIPAA Platform that will allow for data to come into the system from external sources (website, etc). Supports vaccine scheduling and screening

Platform and License Quantities

- Salesforce Platform Admin Licenses (3 licenses)
- Salesforce Portal Licenses (26)
- Salesforce External Forms and Scheduler (5 total; 1 per clinic)
- Calendly (HIPAA compliant) – 11 users
- Data Loading Scripts (1)
- Box - HIPAA Edition (1)
- Geocodio.io (1)
- HIPAA Compliant Form Outlay (1)

Commitment

We know that the scope of work for projects of this nature can rapidly change. We will commit to continuous work during this timeframe with you to make your business needs happen. During the time we work together, we will be happy to add or subtract parts of work within the covid response landscape (labs data processing, case management, vaccinations, and data metrics) at your discretion. For instance, if you identify a data repository that would help inform district public health decisions we would be happy to include that in the coming months – as we feel the frameworks and ecosystem are scalable to these types of requests. We know that traditional change requests and re-scoping of projects can dramatically slow progress and increase costs. We will do everything to avoid change requests and re-scoping. We will take special care that the implementation is transferable and scalable to other public health initiatives the district may encounter in the coming year.

About Yes&

Mission

Yes& is a nonprofit consulting firm that exists to empower organizations to transform the communities they serve. We have partnered with organizations in the nonprofit, healthcare, and government sectors on both strategy and technology projects that will help scale social impact.

Our Core Team

Aaron Godoy is a Principal Consultant at Yes&. Aaron has worked closely with nonprofits for over 10 years and is a certified Salesforce Application Architect. His experience spans numerous non-profit domains including health education, urban homelessness, global public health, and young adult workforce solutions. He specializes in data model architecture, systems integration, and custom user interfaces with a heavy emphasis on pristine user experience. Aaron holds a bachelor's degree from The University of Texas at Austin.

David Robertson is a Principal Consultant at Yes&. Dave has over 20 years of experience in the technology and nonprofit industries. His expertise includes building enterprise level architecture for financial systems, fundraising processes, marketing automation, and program measurement and

evaluation processes. He has successfully helped multiple organizations grow and expand. Dave holds a bachelor's degree from Schreiner University.

September 21, 2021

THE COMMISSIONERS' COURT OF BRAZORIA COUNTY

SPECIAL MEETING

ORDER NO. 8.K.12

RE: Emergency Purchase of Epidemiologic Investigation Software for Brazoria County Health Department

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Approval to purchase epidemiologic investigation software for the Brazoria County Health Department in the amount of $210,000.00 from Yes And LLC. (Yes&) of Houston, Texas. Yes And LLC offered the best product meeting our specifications at the lowest cost to the County. This is an emergency purchase and will use the American Rescue Plan Act of 2021 funding designated to stopping the spread of the COVID-19 pandemic.

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

BrazoriaCounty
TX

Court Order

Emergency Purchase of Epidemiologic Investigation Software for Brazoria County Health Department

Information

Department:	Purchasing	**Sponsors:**	
Category:	Purchase		

Attachments

Printout
Justification for Non-Comp Emerg Purchase signed
Brazoria County Agreement in Full.docx

Body

Approval to purchase epidemiologic investigation software for the Brazoria County Health Department in the amount of $210,000.00 from Yes And LLC. (Yes&) of Houston, Texas. Yes And LLC offered the best product meeting our specifications at the lowest cost to the County. This is an emergency purchase and will use the American Rescue Plan Act of 2021 funding designated to stopping the spread of the COVID-19 pandemic.

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

Powered by **Granicus**

JUSTIFICATION FOR NON-COMPETITIVE EMERGENCY PURCHASE

DATE: 09/08/2021

TO: Susan Serrano, CTPM., CTCM., Purchasing Director

For Presentation to Commissioners' Court:

County Judge L. M. "Matt" Sebesta, Jr.
Commissioner Stacy Adams
Commissioner Donald Payne
Commissioner Ryan Cade
Commissioner David Linder

Following is our justification for a non-competitive emergency purchase, per Texas Local Government Code 262.024(a)(2) an item necessary to preserve or protect the public health or safety of the residents of the county:

A. Explanation of the need for the specification/purchase:

The County Health Department is currently using a database, Texas Health Trace, for epidemiologic investigations related to COVID-19. The State operates Texas Health Trace, but funds have not been appropriated for continuation of this valuable service utilized to assist the Health Department's fight against the spread of COVID-19. It will cease operations completely on October 31, 2021.

Currently, Texas Health Trace can only be used for documenting COVID 19 case investigations. However, that portion of Texas Health Trace will end on October 31st when the database moves to the National Electronic Disease Surveillance System (NEDSS). This is the Federal database for infectious disease investigations and reporting. It has been unreliable and reporting has also been insufficient at best.

As of September 1, all jurisdictions are responsible for their own investigations and public health follow-up. The State is expecting the local Health Departments to use their existing DSHS COVID contract funds to ensure sufficient staffing and other resources to keep up with investigations. At this time, Brazoria County Health Dept does not have enough DSHS COVID funds to purchase the software so, we will be utilizing ARPA funds that have been designated to assist with the effort in stopping the spread of COVID 19.

The State of Texas has released a" Recommended Prioritization of COVID-19 Case Investigations in Texas to local health departments. In order to implement these recommended priorities, the County will need to purchase new software to conduct the epidemiological investigations necessary to mitigate the COVID-19 pandemic.

The County was not notified of the State's non-appropriation of the service until July 29, 2021. The Health Department immediately began researching alternatives to replace Texas Health Trace and asked IS for assistance. Only two solutions were found to be suitable to replace the system that the State had provided to local entities. The alternatives were vetted and quotes were obtained from both vendors, YES& and MTX. It took several weeks to determine that there were adequate solutions to take the place of Texas Health Trace.

Due to time constraints of the current solution ending in phases, less than a month after notification by the State, a procurement is not possible because it will take several weeks for the software to be implemented and fully operational for the functionality required by the Health Department to continue to fight the spread of COVID-19. A competitive procurement would take a minimum of 30 days and the ability to use Texas Health Trace at all will end before the software could be fully operational. Therefore, it is necessary for the Commissioners Court to authorize a non-competitive procurement to protect the public health and safety of the residents of Brazoria County.

Cathy Klimesch 9/8/2021 09/08/2021

Department Head **Date** **Purchasing Director** **Date**

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SOFTWARE DEVELOPMENT AND LICENSE AGREEMENT

This Software Development and License Agreement (the "Agreement") is entered into as of September 1, 2021 by Yes And LLC ("Yes&"), located at 5300 N Braeswood Blvd, Suite 4-689, Houston, TX 77096 and Brazoria County (the "User"), located at 111 E. Locust Street, Angleton, TX 77515.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Yes& and User agree as follows:

1. Scope of Services
YES& team will customize and implement a software solution that allows public health employees to track covid testing cases and contact tracing based on Appendix I.

2. Software License.
Yes& hereby grants to User a non-exclusive, non-transferable, limited license to use the Software related to User's public health business processes as set forth in this Agreement.

3. Restrictions.
User shall not modify, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or any right in the Software to anyone else without the prior written consent of Yes&. The User may not use the Software for any use prohibited by law. This Agreement does not give User any intellectual property rights in the Software. The User agrees not to make any attempt to discover or obtain the source code for the Software. The User may not duplicate any part of the software and create User's own software.

4. Fee.
In consideration for the grant of the license and the use of the Software, User agrees to pay to Yes& $210,000 as an implementation, software license, and administration free based on Appendix I. Refunds are not applicable. Yes& will provide 3 admin logins and up to 20 communities licenses. More admin and communities logins, if needed, can be purchased for $175 per login per month and $15 per login per month respectively.

5. Facilities
The software includes facilities for managing public health services. Inclusion of other facilities and addition of modules is solely up to discretion by Yes&.

6. Warranty of Title.
Yes& hereby represents and warrants to User that Yes& is the owner of the Software or otherwise has the right to grant to User the rights set forth in this Agreement. In the event any breach or threatened breach of the foregoing representation and warranty, User's sole remedy shall be to require Yes& to replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach.

7. Warranty of Functionality.
Yes& warrants that the Software shall perform in all material respects according to the Yes&'s specifications concerning the Software when used with the appropriate computer equipment. In the event of any breach or alleged breach of this warranty, User shall promptly notify Yes&. User's sole remedy shall be that Yes& shall correct the Software so that it operates according to the warranty. This warranty shall not apply to the Software if modified by anyone or if used improperly or on an operating environment not approved by Yes&.

8. Privacy & Use of Information & Data Security.
Yes& undertakes to ensure that our privacy policy is adhered to. Yes& only uses information in ways necessary to improve the software. Yes& acknowledge that User's clients' information will be kept strictly confidential and that Yes& will not release User's clients' information to anyone for any reason, whatsoever.

9. Payment.
Payment of the license fee shall be made as set forth in this agreement in Appendix I. Payment of any other amount owed by User to Yes& pursuant to this Agreement shall be paid within thirty (30) days following invoice from Yes&. In the event any overdue amount owed by User is not paid following ten (10) days written notice from Yes&, then in addition to any other amount due, Yes& may impose and User shall pay a late payment charge as decided by Yes&.

10. Warranty Disclaimer.
YES&'S WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Liability.
Yes& shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Yes& was advised of the possibility of such losses in advance. In no event shall Yes&'s liability hereunder exceed the amount of license fees paid by User, regardless of whether User's claim is based on contract, tort, strict liability, product liability or otherwise.

12. Notice.
Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Yes&:
Yes And LLC
5300 N Braeswood Blvd, Suite 4-689
Houston, TX 77096

If to User:
Brazoria County
111 E. Locust Street
Angleton, TX 77515

13. Governing Law.
This Agreement shall be construed and enforced in accordance with the laws of the province of the State of Texas

14. No Assignment.
Neither this Agreement nor any interest in this Agreement may be assigned by User without the prior express written approval of Yes&.

15. Final Agreement.
This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

16. Severability.
If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

17. Nondisclosure
During the term of this Agreement and thereafter, Yes& shall not, without the prior written consent of the User, disclose or use for any purpose (except in the course of his or her service under this Agreement and in furtherance of the business of the User) confidential information or proprietary data of the User, except as required by applicable law or legal process; provided, however, that "confidential information" shall not include any information known generally to the public or ascertainable from public or published information (other than as a result of unauthorized disclosure by the Yes&) or any information of a type not otherwise considered confidential by persons engaged in the same business or a business similar to that conducted by the User. The Yes& agrees to deliver to the User at the termination of his or her service, or at any other time that the company may request, all memoranda, notes, plans, records, reports and other documents (and copies thereof) relating to the business of the User which Yes& may then possess or have under his or her control.

18. Arbitration
The parties hereby waive their rights to a trial before a judge or jury and agree to arbitrate before a neutral arbitrator any and all claims or disputes arising out of this agreement, including, but not limited to, breach of contract, breach of covenant of good faith and fair dealing, defamation, fraud, misrepresentation, claims regarding commissions, infliction of emotional distress, unfair business practices, or any tort or tort-like causes of action. Notwithstanding the foregoing, claims concerning the validity, infringement, or enforceability of any trade secret, patent right, copyright, or any other trade secret or intellectual property held or sought by either Yes& or the User (whether or not arising under the User's Yes&'s Proprietary Information and Inventions Agreement) are the only claims that may be resolved in any appropriate forum (including courts of law) as required by applicable laws then in effect. The arbitrator's decision shall be written and must include the findings of fact and law that support the decision. The arbitrator's decision will be final and binding on both parties, except to the extent applicable law allows for judicial review of arbitration awards. The arbitration shall be conducted in accordance with the National Rules for the Resolution of Commercial Disputes of the American Arbitration Association and shall take place in the State of Texas.

19. Termination.
User's license is terminated if the User violates this Agreement. User can terminate this Agreement at any time with 30-day notice to Yes&. Upon termination, the User must destroy all copies of the Software and related documentation.

20. Headings.
Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the User by its duly authorized officer.

CONSULTANT	USER
Yes&	**Brazoria County**
_____	_____
Signature:	Signature:
David Robertson	_____
Name:	Name:
Principal Consultant	_____
Title:	Title:
_____	_____
Date:	Date:

APPENDIX I

Project Overview

Brazoria County needs to transition from the State of Texas Health Trace system (Salesforce) for tracking covid lab test results, case management, contact tracing and vaccine uptake. This project will involve creating a new system based on the Salesforce ecosystem that will allow Brazoria County to manage their Covid-19 response effectively and efficiently.

Technology Stack

- Salesforce –
  - Salesforce will be your overall database of record for all Covid-19 data.
- Salesforce Communities –
  - Salesforce Communities Portal will be a system that allows for a simplified and cost-effective approach for public health employees to effectively do their job by allowing the portal to read from Salesforce and update/create data in Salesforce.
- Data Loading scripts –
  - An architectural system that passes data from spreadsheets to salesforce. This is an enterprise system that makes the automation possible.
- Box –
  - Box is a HIPAA enterprise level file management system that works in conjunction with load scripts and Salesforce in a seamless fashion that allows for automation of lab data and any other types of data input.
- Geocod.io –
  - Geocode.io is the system that allows for pinpointing exact coordinates for addresses using FIPS. This allows for understanding whether individuals live inside or outside of the county. We will pass lab contact data or organizational data to geocod.io using a REST API (meaning we invoke this request directly in Salesforce. Each 'request' charges a small fee. Geocode.io will return with a fully normalized Address that we will update salesforce with. This is very powerful, as you can ascertain what county you are dealing with and the exact block you are dealing with (GIS). The discernments are done through something called a FIPS code. We pass no PII or HIPAA data to geocod.io (only addresses and a database id)
- Tableau –
  - Tableau is a business analytics (interactive reports and dashboards) tool that works seamlessly with Salesforce. It allows for external publishing, dashboard creation, and reporting to various groups. It has a world-class user interface for slicing and dicing data sets in a GIS visualization.

Project Scope

Data Modeling and Enterprise Systems Design

1. Create system architecture
    a. Create map that explains each technology and its use
    b. Architect each solution and software facet so that it best meets Brazoria County's needs
2. Setup and Build new Salesforce instance, Box instance, load scripts
    a. Create and configure new instance based on needs (data modeling)
    b. Create new app(s) for each team with custom interface (page layouts, list views, outline daily dashboards and reports, and other UI elements)
    c. Identify and configure automations for streamlining business processes

Data Migration

3. Migrate Data from current systems
    a. Extract data from current instance
    b. Transform and normalize data to meet new system requirements
    c. Load data into Salesforce

Lab Data Management (or other external data feeds)

4. Create autoload for Lab data
    a. Setup system to accept multiple lab data feeds into Salesforce with minimal data entry. System can support billions of data load transactions per year.
    b. System will transform all viable permutations for biographical or testing type data to normalized agreed upon values. IE, M/Male/ML would be transformed to Male.
    c. Setup system to notify Brazoria where lab data is malformed and cannot be transformed through automations.

Salesforce Community Portal

5. Create community portal for public health workers or any other group of contributors
    a. Create portal that allows public health workers to go through business process(es) in web interface. Activities could include case management, vaccination review, break-thru case assessments, contact tracing and worker release forms.

Data Reporting Internal and External

6. Create dashboard/analytics connection for external reporting
    a. Setup Tableau or other BI (Power BI) tool to allow for each external (outside of Brazoria Health District) automated reporting.
7. Create dashboard and reports for internal management
    a. Customize reports to meet needs of staff and managers
    b. Create executive- and tactical-level daily reports and dashboards

Process Automation Workflows

8. Customize algorithms to assign case load, manage duplicates, assign cases to households and GIS data to confirm county residency
    a. Create system that creates and assigns cases in most appropriate manner
    b. Create system that confirms county residency based on GIS address
    c. Create system that reports out of jurisdiction cases.
    d. Using known data points, create a system that will compute things like:
        i. Auto-recover (for loss to follow-up cases), Hospitalization, Break-through cases, Re-infections, School infections (and school that child would be zoned too), worker release emails.
        ii. We will support any other automation scripts if the data is existing in the system and the algorithm can be expressed.

Training and Continuous Improvement

9. Train management and public health workers on new system
    a. Train all users on how to use new system and technologies
    b. Train IT department or technical staff on architecture and how the software ecosystem works.
    c. Transfer all knowledge on what is needed to operate the system
10. Iterate over automations, data management and reporting
    a. Initial refinement of system after go-live
    b. Create additional automations and workflows as needed
    c. Support additional response initiatives that may arise

Timeline

- Now – September 30, 2021 -- Setup, Migration, and Customization of System by way of quick iterations
- September 27-30, 2021 -- Training of Staff
- Oct 1, 2021 -- Go Live on new system
- Oct 1 – Dec 31, 2021 -- Iterate, Improve, and Customize to Needs (including any other initiatives)
- Jan – Dec 2022 – Data Administration/Training/Knowledge Transfer (Up to 10 hours/month)

Implementation Cost

- $185K – Implementation Fee
- $12K – Software Licenses through December 2022
- $13K – Database Administration Fee for 2022
- **$210K – Total Cost for 2021-2022 Services and Software**

Commitment

We know that the scope of work for projects of this nature can rapidly change. We will commit to continuous work during this timeframe with you to make your business needs happen. During the time we work together, we will be happy to add or subtract parts of work within the covid response landscape (labs data processing, case management, vaccinations, and data metrics) at your discretion. For instance, if you identify a data repository that would help inform district public health decisions we would be happy to include that in the coming months – as we feel the frameworks and ecosystem is scalable to these types of requests. We know that traditional change requests and re-scoping of projects can dramatically slow progress and increase costs. We will do everything to avoid change requests and re-scoping. Further, we are committed to using Galveston County Health District's implementation as a baseline for you – meaning everything they have currently is in scope for this bid. We will take special care that the implementation is transferable and scalable to other public health initiatives the district may encounter in coming year(s).

Additional Details

We take an iterative approach to our projects; we work interactively with you in "sprints" and take regular (often daily) feedback to optimize our development and train you on the system as it's being built. This approach allows all project participants to move quickly and avoid expensive change requests. Further, it allows you to *see* and test what you are investing time and resources in and allow the team to quickly pivot *together* if needed – having something not work for you is not an option!

If for any reason Brazoria County decides to add more business processes/functions into the Salesforce ecosystem in 2022 or the future, we will be happy to discuss and price those projects separately on an as needed basis. We are committed to building a fully functional tool that meets your needs immediately and iterate on that during 2021. However, we know that your needs can evolve over time. We are committed to working through those with you when and if they happen.

About Yes&

Mission

Yes& is a nonprofit consulting firm that exists to empower organizations to transform the communities they serve. We have partnered with organizations in the nonprofit, healthcare, and government sectors on both strategy and technology projects that will help scale social impact.

Our Core Team

Aaron Godoy is a Principal Consultant at Yes&. Aaron has worked closely with nonprofits for over 7 years and is a certified Salesforce Application Architect. His experience spans numerous non-profit domains including health education, urban homelessness, global public health, and young adult workforce solutions. He specializes in data model architecture, systems integration, and custom user interfaces with a heavy emphasis on pristine user experience. Aaron holds a bachelor's degree from The University of Texas at Austin.

David Robertson is a Principal Consultant at Yes&. Dave has over 20 years of experience in the technology and nonprofit industries. His expertise includes building enterprise level architecture for financial systems, fundraising processes, marketing automation, and program measurement and evaluation processes. He has successfully helped multiple organizations grow and expand. Dave holds a bachelor's degree from Schreiner University.

Joe Small is a Principal Consultant at Yes&. He has over 10 years of experience in the nonprofit and higher education sectors including leading strategy for national nonprofit and working as a professor and assistant dean at a community college. He has overseen projects that include geographic expansion to new regions, multi-million-dollar strategic growth fundraising campaigns, organization-wide strategic plan adoption, and new program model development and implementation. His specialties include strategic planning, program innovation, growth fundraising, market research and analysis, and creating business processes. Joe holds a bachelor's degree from Drexel University and a master's degree from the University of Notre Dame.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.38. **11/18/2025**

Renew ITB #25-04 Road Safety Products Signs and Posts

Approval to renew “ITB 25-04 Road Safety Products Signs and Posts” with the following vendors for a second (2nd) year of a five (5) year contract per the terms and conditions of the current contract which is set to expire on December 17, 2025.

The renewal term shall be December 18, 2025 to December 17, 2026.

Renew with a price increase to the following vendors as per the attached.

- Vulcan Inc. dba Vulcan Signs of Foley, Alabama
- Trantex Transportation Products of Texas, Inc. of Houston, Texas

In addition, per the non-renewal request from Xcessories Squared Development & Mfg., Inc., of Auburn, Illinois cancel their award and approve an award re-determination to Trantex Transportation Products of Texas, Inc. for their awarded line items as per the attached.

Further, expenditures will be funded by department’s annual fiscal year budgets.

25-04 Summary

Approval to renew with award re-determination “25-04 Road Safety Products – Signs and Posts” to Trantex Inc., as per the attached. Award re-determination items have a 10% increase from the original bid. The vendor could not honor original pricing. Increase only affects the newly awarded items, all other items were renewed with current pricing.

The price increase is due to a steel suppler increase passed down to the vendor. The proposed increase is appropriate as it’s still competitive.

Approval to renew “25-04 Road Safety Products – Signs and Posts” with a price increase of 14.99% -42.14% to Vulcan Inc. dba Vulcan Signs, of Foley, Alabama as per the attached.

The price increase is due to a supplier increase in Aluminum. Between the attached PPI reports for aluminum production and fuel and utilities and the Platts reports and Tower Extrusions Market Numbers the increase is justified.

Xcessories Squared Development & Mfg. Inc. sited lower than expected order volume as the reason for their decision not to renew for an additional term.

ITB #25-04 Road Saftey Products Signs and Post - Sign Posts

BIDDERS NAME	TRANTEX TRANSPORTATION PRODUCTS OF TEXAS, INC.
ADDRESS	3310 FRICK RD
	HOUSTON, TX 77086
CONTACT PERSON	CHRISTINA JOHNSON
TELEPHONE NO.	281-448-7711
FAX NUMBER	
EMAIL	SALES@TRANTEXINC.COM
CONTRACT TERM: DECEMBER 18, 2024 TO DECEMBER 17, 2025	

GALVANIZED	COMM CODE	COUNTY ID #	LENGTH	MFG NAME	MFG #	PRICE PER POST	PRICE PER BUNDLE	SIZE OF BUNDLE	ALTERNATE SIZE OF BUNDLE
GALVANIZED, ROUND, 16 GA	801-30	894	12"	Trinity		$25.85			
U-CHANNELL	**COMM CODE**	**COUNTY ID #**	**LENGTH**	**MFG NAME**	**MFG #**	**PRICE PER POST**	**PRICE PER BUNDLE**	**SIZE OF BUNDLE**	**ALTERNATE SIZE OF BUNDLE**
U-CHANNELL, 2 LB., GALVANIZED	801-30	901	10"	Franklin Industries		$33.00			
U-CHANNEL, 2 L.B, GALVANIZED	801-30	902	12"	Franklin Industries		$37.95			
SOCKETS & WEDGES	**COMM CODE**	**COUNTY ID #**	**LENGTH**	**MFG NAME**	**MFG #**	**PRICE PER POST**	**PRICE PER BUNDLE**	**SIZE OF BUNDLE**	**ALTERNATE SIZE OF BUNDLE**
POZ-LOC SOCKETS	801-30	1045		Trinity		$21.73			
WEDGES FOR POZ -LOC SOCKETS	801-30	3850		Trinity		$6.44			

DAYS TO DELIVER ARO:	30 days ARO

ITB #25-04 Road Safety Products Signs and Post - Aluminum Sign

BIDDERS NAME ADDRESS CONTACT PERSON TELEPHONE NO. FAX NUMBER EMAIL	VULCAN INC. DBA VULCAN SIGNS 408 EAST BERRY AVENUE FOLEY, AL 36536 DAVID BEVIACQUA 800-633-6845 VULCAN3@VULCANINC.COM
Contract Term: December 18, 2025 to December 17, 2026	
DESCRIPTION: 1.0 ALUMINUM SIGN BLANKS	PRICE EA. BLANK WHEN ORDERED IN QUANTITIES SHOWN

	COMM CODE	COUNTY ID #	1 to 25	26 to 100	100 +	Proposed Price	Proposed Price	Proposed Price	% of Increase	% of Increase
6" X 24"	801-09	7209	$2.51	$2.51	$2.46	3.56	3.56	3.49	41.83%	41.87%
6" X 24" Green (both sides) no white border	801-09	9385	$11.61	$11.61	$11.38	16.49	16.49	16.16	42.03%	42%
6" X 24" Brown (both sides)	801-09	9386	$11.61	$11.61	$11.38	16.49	16.49	16.16	42.03%	42%
6" X 30"	801-09	7210	$3.24	$3.24	$3.18	4.60	4.60	4.52	41.98%	42.14%
6" X 30" Green (both sides) no white border	801-09	9387	$14.59	$14.59	$14.30	20.72	20.72	20.31	42.02%	42.03%
6" X 30" Brown (both sides)	801-09	9388	$14.59	$14.59	$14.30	20.72	20.72	20.31	42.02%	42.03%
6" X 36"	801-09	7211	$3.83	$3.83	$3.75	5.44	5.44	5.33	42.04%	42.13%
6" X 36" Green (both sides) no white border	801-09	9389	$17.30	$17.30	$16.95	24.57	24.57	24.07	42.02%	42.01%
6" X 36" Brown (both sides)	801-09	9390	$17.30	$17.30	$16.95	24.57	24.57	24.57	42.02%	42.01%
9" X 12"	801-09	7573	$3.18	$3.18	$3.12	4.52	4.52	4.43	42.14%	41.99%
12" x 18"	801-09	837	$3.83	$3.83	$3.75	5.44	5.44	5.33	42.04%	42.13%
18" x 18"	801-09	838	$5.73	$5.73	$5.61	8.14	8.14	7.97	42.06%	42.07%
18" x 24"	801-09	839	$7.52	$7.52	$7.37	10.68	10.68	10.47	42.02%	42.06%
24" x 24"	801-09	841	$10.02	$10.02	$9.82	14.23	14.23	13.94	42.02%	41.96%
24" x 30"	801-09	1654	$12.91	$12.91	$12.65	18.33	18.33	17.96	41.98%	41.98%

DESCRIPTION: 1.0 ALUMINUM SIGN BLANKS			PRICE EA. BLANK WHEN ORDERED IN QUANTITIES SHOWN							
	COMM CODE	COUNTY ID #	1 to 25	26 to 100	100 +	Proposed Price	Proposed Price	Proposed Price	% of Increase	% of Increase
24" x 36"	801-09	2191	$15.59	$15.59	$15.28	22.14	22.14	21.7	41.01%	42.02%
30" x 30" (Diamond Shape)	801-09	843	$16.13	$16.13	$15.81	22.90	22.90	22.45	41.97%	42.00%
36" x 36" (Diamond Shape)	801-09	847	$22.96	$22.96	$22.50	32.60	32.60	31.95	41.99%	42.00%
Days to deliver			30-45							

ITB #25-04 Road Saftey Products Signs and Post - Custom Fabricated Sign

BIDDERS NAME ADDRESS CONTACT PERSON TELEPHONE NO. FAX NUMBER EMAIL		VULCAN INC. DBA VULCAN SIGNS 408 EAST BERRY AVENUE FOLEY, AL 36536 DAVID BEVIACQUA 800-633-6845 VULCAN3@VULCANINC.COM		
CONTRACT TERM: DECEMBER 18, 2025 TO DECEMBER 17, 2026				
			Proposed Price	% of Increase
DESCRIPTION: 3.0 CUSTOM FABRICATED SIGN	COUNTY ID #	PRICE PER EACH		
DUNES ARE PROTECTED KEEP OUT NO GLASS CONTAINERS ALLOWED ON BEACH UP TO $500 FINE	3325	$31.10	37.01	19.00%
DAYS TO DELIVER ARO:		30-45		

ITB #25-04 Road Safety Products Signs and Post - Fabricated Signs Diamond Grade

BIDDERS NAME ADDRESS CONTACT PERSON TELEPHONE NO. FAX NUMBER EMAIL CONTRACT TERM: DECEMBER 18, 2025 TO DECEMBER 17, 2026	VULCAN INC. DBA VULCAN SIGNS 408 EAST BERRY AVENUE FOLEY, AL 36536 DAVID BEVIACQUA 800-633-6845 VULCAN3@VULCANINC.COM

2.0 FABRICATED SIGNS - DIAMOND GRADE			3M BRAND PRICE EA. WHEN ORDERED IN QUANTITIES AS SHOWN		EQUIVALENT DIAMOND GRADE PRICE EA. WHEN ORDERED IN QUANTITIES AS SHOWN					
SIZE / DESCRIPTION	TX DOT #	COUNTY ID #	1-50	50+	1-50	50+	Proposed Price	% of Increase	Proposed Price	% of Increase
12X36 Bridge Marker R	OM-3R	7213	$19.35	$18.96	$19.35	$18.96	$23.03	19.02%	$22.56	18.99%
12 X 36 Bridge Marker L	OM-3L	7215	$19.35	$18.96	$19.35	$18.96	$23.03	19.02%	$22.56	18.99%
18 X 18 Advisory Speed Plate (Blank) MPH	W13-1P	4479	$15.85	$15.53	$15.85	$15.53	$18.86	18.99%	$18.48	19.00%
18 X 18 Brazoria County Road Number Green / White		4481	$15.85	$15.53	$15.85	$15.53	$18.86	18.99%	$18.48	19.00%
24 X 18 County Maintenance Begins		4487	$19.35	$18.96	$19.35	$18.96	$23.03	19.02%	$22.56	18.99%
24 X 18 County Maintenance Ends		4488	$19.35	$18.96	$19.35	$18.96	$23.03	19.02%	$22.56	18.99%
24 X 18 Cell Phone Use Prohibited	S7-1T	9067	$19.35	$18.96	$19.35	$18.96	$23.03	19.02%	$22.56	18.99%
24 X 30 Speed Limit (Blank) MPH	R2-1	4498	$32.25	$31.61	$32.25	$31.61	$38.38	19.01%	$37.62	19.01%
24 X 30 Speed Limit (with Numbers) MPH	R2-1-XX	4499	$32.25	$31.61	$32.25	$31.61	$38.38	19.01%	$37.62	19.01%
24 X 30 No Parking	R8-3a	4502	$32.25	$31.61	$32.25	$31.61	$38.38	19.01%	$37.62	19.01%
24 X 30 Weight Limit (Blank) Tons	R12-1	4503	$32.25	$31.61	$32.25	$31.61	$38.38	19.01%	$37.62	19.01%
24 X 30 Weight Limit (with Numbers) Tons	W12-1	4504	$32.25	$31.61	$32.25	$31.61	$38.38	19.01%	$37.62	19.01%
24 X 30 No Dumping Allowed	R19-5T	4505	$32.25	$31.61	$32.25	$31.61	$38.38	9.01%	$37.62	19.01%
24 X 30 Do Not Pass	R4-1	4506	$32.25	$31.61	$32.25	$31.61	$38.38	19.01%	$37.62	19.01%
24 X 30 Chevron Alignment	W1-8R	9084	$32.25	$31.61	$32.25	$31.61	$38.38	19.01%	$37.62	19.01%
24 X 30 No Thru Trucks	R10-9A	9086	$32.25	$31.61	$32.25	$31.61	$38.38	19.01%	$37.62	19.01%
24 X 36 Weight Limit - Axle or Tandem (Blank) LBS	R12-4 or R12-5	4507	$38.70	$37.93	$38.70	$37.93	$46.05	18.99%	$45.14	19.01%
24 X 36 Weight Limit - Tandem Axle (Blank) LBS	R12-4 or R12-5	4508	$38.70	$37.93	$38.70	$37.93	$46.05	18.99%	$45.14	19.01%
30 STOP	R1-1	4509	$38.90	$38.12	$38.90	$38.12	$46.29	19.00%	$45.36	18.99%

2.0 FABRICATED SIGNS - DIAMOND GRADE			3M BRAND PRICE EA. WHEN ORDERED IN QUANTITIES AS SHOWN		EQUIVALENT DIAMOND GRADE PRICE EA. WHEN ORDERED IN QUANTITIES AS SHOWN					
SIZE / DESCRIPTION	TX DOT #	COUNTY ID #	1-50	50+	1-50	50+	Proposed Price	% of Increase	Proposed Price	% of Increase
30" Hinged Sign Yellow with Black Message - Water Over Road / Drive Friendly		7219	$121.08	$118.66	$121.08	$118.66	$144.09	19.00%	$141.21	19.00%
30 X 24 Detour (Florescent Orange)	M4-9R or M4-9L	4510	$32.25	$31.61	$32.25	$31.61	$38.38	19.01%	$37.62	19.01%
30 X 30 Right - Left Turn	W-1-1R(L)	4511	$40.31	$39.50	$40.31	$39.50	$47.97	19.00%	$47.01	19.01%
30 X 30 Right - Left Curve (Yellow)	W1-2R(L)	4512	$40.31	$39.50	$40.31	$39.50	$47.97	19.00%	$47.01	19.01%
30 X 30 Right - Left Reverse Turn (Yellow)	W1-3R(L)	4513	$40.31	$39.50	$40.31	$39.50	$47.97	19.00%	$47.01	19.01%
30 X 30 Right - Left Reverse Curve (Yellow)	W1-4R(L)	4514	$40.31	$39.50	$40.31	$39.50	$47.97	19.00%	$47.01	19.01%
30 X 30 Right - Left Winding Road (Yellow)	W1-5R(L)	4515	$40.31	$39.50	$40.31	$39.50	$47.97	19.00%	$47.01	19.01%
30 X 30 Cross Road	W2-1	4516	$40.31	$39.50	$40.31	$39.50	$47.97	19.00%	$47.01	19.01%
30 X 30 Side Road	W2-2R(L)	4517	$40.31	$39.50	$40.31	$39.50	$47.97	19.00%	$47.01	19.01%
30 X 30 T Symbol	W2-4	4518	$40.31	$39.50	$40.31	$39.50	$47.97	19.00%	$47.01	19.01%
30 X 30 Y Symbol	W2-5	4519	$40.31	$39.50	$40.31	$39.50	$47.97	19.00%	$47.01	19.01%
30 X 30 Bump	W8-1	4520	$40.31	$39.50	$40.31	$39.50	$47.97	19.00%	$47.01	19.01%
30 X 30 Dip	W8-2	4521	$40.31	$39.50	$40.31	$39.50	$47.97	19.00%	$47.01	19.01%
30 X 30 No Shoulder	W8-23	9087	$40.31	$39.50	$40.31	$39.50	$47.97	19.00%	$47.01	19.01%
30 X 30 Narrow Bridge	W5-2	4523	$40.31	$39.50	$40.31	$39.50	$47.97	19.00%	$47.01	19.01%
30 X 30 Pavement Ends	W8-3	4524	$40.31	$39.50	$40.31	$39.50	$47.97	19.00%	$47.01	19.01%
30 X 30 Dead End	W14-1	4526	$40.31	$39.50	$40.31	$39.50	$47.97	19.00%	$47.01	19.01%
30 X 30 Cattle Guard	W17-4T	4528	$40.31	$39.50	$40.31	$39.50	$47.97	19.00%	$47.01	19.01%
30 X 30 Fresh Oil 5 MPH (Florescent Orange)	CW21-2	4530	$40.31	$39.50	$40.31	$39.50	$47.97	19.00%	$47.01	19.01%
30 X 30 High Water		4531	$40.31	$39.50	$40.31	$39.50	$47.97	19.00%	$47.01	19.01%
30 X 30 Railroad Advance Warning (for parallel roads)	W10-3R(L)	4537	$40.31	$39.50	$40.31	$39.50	$47.97	19.00%	$47.01	19.01%

2.0 FABRICATED SIGNS - DIAMOND GRADE			3M BRAND PRICE EA. WHEN ORDERED IN QUANTITIES AS SHOWN		EQUIVALENT DIAMOND GRADE PRICE EA. WHEN ORDERED IN QUANTITIES AS SHOWN					
SIZE / DESCRIPTION	TX DOT #	COUNTY ID #	1-50	50+	1-50	50+	**Proposed Price**	**% of Increase**	**Proposed Price**	**% of Increase**
30 X 30 Stop Ahead (SYMBOL ONLY)	W3-1	4538	$40.53	$39.72	$40.53	$39.72	$48.23	19.00%	$47.27	19.01%
30 X 30 Yield Ahead (Symbol Only)	W3-2	4539	$39.19	$38.41	$39.19	$38.41	$46.64	19.01%	$45.71	19.01%
30 X 30 No Outlet	W14-2	9088	$40.31	$39.50	$40.31	$39.50	$47.97	19.00%	$47.01	19.01%
30 X 30 Water Over Road (yellow backgrond / black border) Diamond Grade		Upon Request	$40.31	$39.50	$40.31	$39.50	$47.97	19.00%	$47.01	19.01%
36 STOP	R1-1	4540	$56.71	$55.58	$56.71	$55.58	$67.48	18.99%	$66.14	19.00%
36 YIELD (measures 30" wide)	R1-2	4541	$28.55	$27.98	$28.55	$27.98	$33.97	18.98%	$33.30	19.01%
36 Railroad Advance Warning	W10-1	4543	$56.82	$55.68	$56.82	$55.68	$67.62	19.01%	$66.26	19.00%
36 School Crossing Sign	S4-3P	4545	$19.34	$18.95	$19.34	$18.95	$23.01	18.98%	$22.55	19.00%
36 x 36 Load Zoned Bridge	W12-5T	4549	$58.05	$56.89	$58.05	$56.89	$69.08	19.00%	$67.70	19.00%
36 x 36 Road Work Ahead (Florescent Orange)	CW20-10	4554	$58.05	$56.89	$58.05	$56.89	$69.08	19.00%	$67.70	19.00%
36 x 36 Workers Ahead (Florescent Orange) SYMBOL ONLY	CW21-1aT	4555	$58.05	$56.89	$58.05	$56.89	$69.08	19.00%	$67.70	19.00%
48 x 24 Large Arrow	W1-6R(L)	4556	$51.60	$50.57	$51.60	$50.57	$61.40	18.99%	$60.18	19.00%
48 X 24 Double Headed Arrow	W1-7	7414	$51.60	$50.57	$51.60	$50.57	$61.41	19.01%	$60.18	19.00%
48 X 24 School Zone (Speed and Time Blank)	SS-1	9090	$57.24	$56.10	$57.24	$56.10	$68.12	19.01%	$66.76	19.00%
48 x 30 Road Closed	R11-2	4557	$64.50	$63.21	$64.50	$63.21	$76.76	19.01%	$75.22	19.00%
48 X 30 Road Work Ahead (Florescent Orange)	CW20-1D	9091	$64.50	$63.21	$64.50	$63.21	$76.76	19.01%	$75.22	19.00%
Days to deliver ARO			30-45							

ITB #25-04 Road Saftey Products Signs and Post - Slow Moving Vehicle

BIDDERS NAME ADDRESS CONTACT PERSON TELEPHONE NO. FAX NUMBER EMAIL CONTRACT TERM: DECEMBER 18,2025 TO DECEMBER 17, 2026	VULCAN INC. DBA VULCAN SIGNS 408 EAST BERRY AVENUE FOLEY, AL 36536 DAVID BEVIACQUA 800-633-6845 VULCAN3@VULCANINC.COM

SLOW MOVING VEHICLE	COMM CODE	COUNTY ID #	COLOR	MFG NAME	MFG #	1-9	10+	Proposed Price	% of Increase
SIGN WITH MOUNTING BRACKET, 16"X 14"	801-83	9098	RED/ ORANGE			$16.50	$16.50	18.98	15.03%
SIGN ONLY, 16"X14"	8010-83	9799	RED / ORANGE			$16.50	$16.50	18.98	15.03%
DAYS TO DELIVER ARO:				30-45					

ITB #25-04 Road Saftey Products Signs and Post - Roll Up Construction Signs & Posts

BIDDERS NAME ADDRESS CONTACT PERSON TELEPHONE NO. FAX NUMBER EMAIL CONTRACT TERM: DECEMBER 18, 2025 TO DECEMBER 17, 2026	VULCAN INC. DBA VULCAN SIGNS 408 EAST BERRY AVENUE FOLEY, AL 36536 DAVID BEVIACQUA 800-633-6845 VULCAN3@VULCANINC.COM

DESCRIPTION	TX MUTCD #	COUNTY ID #	MFG NAME	MFG #	1-9	10+	Proposed Price	% of Increase	Proposed Price	% of Increase
36" X 36" ROADWORK AHEAD	CW20-1D	3617	Safety Zone		$25.46	$25.21	29.28	15%	28.99	14.99%
36" X 36" WORKERS AHEAD	CS21-1bT	9094	Safety Zone		$25.46	$25.21	29.28	15%	28.99	14.99%
36" X 36" ROADWORK 5 MPH		3621	Safety Zone		$33.97	$33.63	39.07	15.01%	38.67	14.99%
36" X 36" FLAGGER AHEAD		3623	Safety Zone		$25.46	$25.21	29.28	15%	28.99	14.99%
36" X 36" LOOSE GRAVEL		3625	Safety Zone		$25.46	$25.21	29.28	15%	28.99	14.99%
36" X 36" ONE LANE AHEAD		9095	Safety Zone		$25.46	$25.21	29.28	15%	28.99	14.99%
36" X 36" CUSTOM SIGN		3631	Safety Zone		$33.97	$33.63	39.07	15.01%	38.67	14.99%
48" X 48" ROADWORK AHEAD	W20-1D	3618	Safety Zone		$33.97	$33.63	39.07	15.01%	38.67	14.99%
48" X 48" WORKERS AHEAD	CW21-1aT CW21-1bT	3620	Safety Zone		$33.76	$33.42	38.82	14.99%	38.44	15.02%
48" X 48" ROADWORK 5 MPH		3622	Safety Zone		$38.50	$38.14	44.28	15.01%	43.86	15%
48" X 48" FLAGGER AHEAD	CW20-7 CW20-7aD	3624	Safety Zone		$33.76	$33.42	38.82	14.99%	38.44	15.02%
48" X 48" LOOSE GRAVEL	CW8-7	3626	Safety Zone		$33.97	$33.63	39.07	15.01%	38.67	14.99%
48" X 48" MERGE (with Velcro-Interchangeable Left or Right)	CW8-2TL(R)	7621	Safety Zone		$50.28	$49.78	57.82	15%	57.25	15.01%
48" X 48" ONE LANE AHEAD		9096	Safety Zone		$33.97	$33.63	39.07	15.01%	38.67	14.99%
48" X 48" CUSTOM SIGN		3632	Safety Zone		$38.50	$38.12	44.28	15.01%	43.84	15.01%
RIBS FOR 36" MESH ROLL UP SIGNS		9808	Safety Zone		$14.50	$14.50	16.68	15.03%	16.68	15.03%
RIBS FOR 48" MESH ROLL UP SIGNS		9809	Safety Zone		$17.95	$17.95	16.68	15.03%	16.68	15.03%
DAYS TO DELIVER ARO:			30-45							

Vulcan Signs

A PART OF Vulcan, Inc.

P.O Box 1850 • 408 East Berry Avenue • Foley, Alabama 36536-1850
251 943 1541 • FAX 251.943 1544 • E-mail vulcan3@vulcaninc com • Web Site www vulcaninc.com

September 23, 2025

Brazoria County
Attn: Casey Greathouse
237 E. Locust Street, Suite 406
Angleton, TX 77515

RE: Contract ITB# 25-04 Road Safety Products Signs and Posts

Good morning, Casey.

Vulcan Inc is submitting a request for a price increase for the annual supply of Road Safety Products Signs and Posts on the above Contract. We are requesting increases in the categories listed below.

- 1.0 Aluminum Sign Blanks 42%
- 2.0 Fabricated Signs – Diamond Grade 19%
- Roll Up Construction Signs and Stands 15%
- Sign Posts 10%
- Slow Moving Vehicle 15%
- Sign Caps and Cross Blades 25%

This increase is caused by tariffs and is based on the post from the present Platt's Report dated 9/19/2025 (page 19) when the extension was requested and 12/10/2024 (page 16) when the contract was approved. This shows a 42% increase in aluminum over that period.

If you have any questions concerning this letter, please do not hesitate to contact me a 1-800-633-6845.

Thank You in advance for your assistance with this matter.

Sincerely,

David B Beviacqua
Vice President/GM

PPI Industry Data
Original Data Value

Series Id: PCU3313--3313--
Series Title: PPI industry group data for Alumina & aluminum
Industry: Alumina & aluminum production & processing
Product: Alumina & aluminum production & processing
Base Date: 200312
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	127.4	127.0	126.2	124.5	124.0	120.5	117.3	115.1	113.9	113.4	111.4	111.2
2016	110.9	110.8	111.7	111.3	112.3	112.3	112.9	113.0	112.5	113.0	114.9	116.1
2017	116.4	119.2	120.9	122.7	122.7	122.5	121.6	123.5	126.3	128.5	128.9	127.9
2018	129.7	132.2	134.5	136.4	142.6	144.6	140.0	137.8	136.9	136.6	134.7	133.6
2019	133.0	133.2	133.6	134.1	132.4	130.8	130.5	128.2	127.6	126.5	125.3	125.4
2020	125.9	123.0	121.6	115.6	111.2	110.9	113.0	116.0	120.4	120.7	121.9	127.1
2021	130.8	132.4	135.8	142.9	149.6	153.8	154.696	160.123	166.696	173.947	174.186	164.597
2022	172.621	185.713	189.398	196.022	187.413	176.777	167.950	162.672	159.920	154.535	154.170	155.912
2023	159.313	162.056	161.688	158.696	159.346	157.293	154.862	154.211	152.797	152.160	151.640	150.941
2024	150.147	150.378	149.849	151.218	157.480	161.008	161.606	157.802	156.732	159.543	162.924	164.060
2025	164.136	166.082	173.989	175.653	170.193	170.006	182.016	191.156				

Consumer Price Index for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUSR0000SAH2
Seasonally Adjusted
Series Title: Fuels and utilities in U.S. city average, all urban
Area: U.S. city average
Item: Fuels and utilities
Base Period: 1982-84=100
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2015	233.424	233.319	232.069	230.983	229.685	230.627	229.536	229.567	229.115	228.562	228.148	226.354		
2016	225.556	225.105	225.630	226.066	227.220	227.698	229.517	230.613	232.021	232.364	232.169	232.253		
2017	233.434	234.678	234.390	236.326	237.524	238.105	238.254	238.492	238.784	238.448	239.212	240.093		
2018	239.677	241.918	241.577	241.403	241.807	241.021	240.846	241.932	240.404	241.513	241.920	244.998		
2019	242.503	241.982	243.196	243.175	242.548	242.145	242.476	242.138	242.094	242.832	242.936	243.230		
2020	243.472	243.238	242.654	242.395	241.856	242.520	242.776	242.873	244.966	245.472	247.046	248.311		
2021	248.280	251.460	253.081	255.967	257.369	258.450	260.262	262.487	265.133	271.086	271.536	271.755		
2022	277.463	278.784	284.439	289.237	297.574	304.659	303.958	308.056	310.303	309.465	307.018	308.354		
2023	313.717	309.454	304.934	302.940	300.144	301.359	302.109	304.181	305.466	305.386	307.865	308.269		
2024	311.660	313.612	314.842	314.392	314.061	314.204	314.728	313.273	314.737	316.459	316.757	318.788		
2025	320.439	324.392	327.890	331.520	332.943	335.451	335.199	334.806						

Source: Bureau of Labor Statistics

Generated on: October 16, 2025 (06:40:22 PM)

PPI Industry Data
Original Data Value

Series Id: PCU331315331315
Series Title: PPI industry data for Aluminum sheet, plate, and foil
Industry: Aluminum sheet, plate, and foil mfg
Product: Aluminum sheet, plate, and foil mfg
Base Date: 198106
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	182.4	182.9	182.4	180.6	179.2	174.4	171.3	169.2	168.3	168.2	165.7	165.4
2016	165.6	165.0	165.5	164.6	166.1	166.2	167.3	167.3	166.6	167.6	170.1	172.7
2017	172.6	176.4	178.8	181.3	181.4	180.5	178.7	181.5	185.3	188.7	189.3	187.9
2018	190.4	193.4	199.3	202.6	212.6	216.9	208.1	207.8	205.9	205.9	202.3	201.9
2019	201.5	201.0	201.3	203.0	200.6	199.1	199.0	193.2	192.7	191.5	188.3	188.8
2020	190.4	183.0	181.4	170.3	164.4	162.4	164.2	168.1	174.8	173.6	174.4	181.1
2021	185.2	188.3	191.4	202.7	207.8	216.7	217.045	225.198	232.194	242.255	247.459	229.373
2022	237.207	257.310	256.517	259.851	252.432	237.487	227.524	216.966	213.783	208.139	205.351	208.529
2023	209.291	209.719	210.621	206.570	208.292	205.539	202.394	203.940	201.776	200.863	201.012	200.340
2024	197.928	198.785	197.610	199.138	210.871	214.156	217.057	210.689	209.552	213.975	220.453	221.808
2025	221.707											

PPI Industry Data
Original Data Value

Series Id: PCU331315331315
Series Title: PPI industry data for Aluminum sheet, plate, and foil
Industry: Aluminum sheet, plate, and foil mfg
Product: Aluminum sheet, plate, and foil mfg
Base Date: 198106
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	182.4	182.9	182.4	180.6	179.2	174.4	171.3	169.2	168.3	168.2	165.7	165.4
2016	165.6	165.0	165.5	164.6	166.1	166.2	167.3	167.3	166.6	167.6	170.1	172.7
2017	172.6	176.4	178.8	181.3	181.4	180.5	178.7	181.5	185.3	188.7	189.3	187.9
2018	190.4	193.4	199.3	202.6	212.6	216.9	208.1	207.8	205.9	205.9	202.3	201.9
2019	201.5	201.0	201.3	203.0	200.6	199.1	199.0	193.2	192.7	191.5	188.3	188.8
2020	190.4	183.0	181.4	170.3	164.4	162.4	164.2	168.1	174.8	173.6	174.4	181.1
2021	185.2	188.3	191.4	202.7	207.8	216.7	217.045	225.198	232.194	242.255	247.459	229.373
2022	237.207	257.310	256.517	259.851	252.432	237.487	227.524	216.966	213.783	208.139	205.351	208.529
2023	209.291	209.719	210.621	206.570	208.292	205.539	202.394	203.940	201.776	200.863	201.012	200.340
2024	197.928	198.785	197.610	199.138	210.871	214.156	217.057	210.689	209.552	213.975	220.453	221.808
2025	221.707											

Final Invoice 86221

86221
200-TNA

Customer
Vulcan, Inc.
P.O. Box 1850
Foley, Alabama 36536
United States

Contract No	38498/1	**Invoice Date**	Oct 10, 2025
Loading	MOBILE, AL - United States	**Due Date**	Nov 9, 2025
Incoterm	DDP - FOLEY, AL - United States	**Payment Term**	30 DAYS DATE OF SHIPMENT
Description	Primary Aluminum P1020 T-Bar	**Traxys Tax ID**	20-5425335
		Custom Status	Duty Free & Customs Cleared
		Reference	21065

	Description	Nb. Packs	Quantity	Price	Amount
1	**BL Number:** I0317198 **Delivery/BL Date:** Oct 10, 2025	29	43,906.00 LB	1.93393 USD/LB	84,911.13 USD
2	**BL Number:** I0317200 **Delivery/BL Date:** Oct 10, 2025	29	43,893.00 LB	1.93393 USD/LB	84,885.99 USD
3	**BL Number:** I0317208 **Delivery/BL Date:** Oct 10, 2025	29	43,859.00 LB	1.93393 USD/LB	84,820.23 USD
4	**BL Number:** I0317199 **Delivery/BL Date:** Oct 10, 2025	29	43,854.00 LB	1.93393 USD/LB	84,810.57 USD
5	**BL Number:** I0317201 **Delivery/BL Date:** Oct 10, 2025	29	43,852.00 LB	1.93393 USD/LB	84,806.70 USD
		145	**219,364.00 LB**		**424,234.62 USD**

Total Amount due to Traxys North America LLC	**424,234.62 USD**

We do not intend to change our bank details. If you receive any communication that any of our bank details have changed, telephone us and speak to your contact at our office before transferring any funds. We do not accept responsibility for monies paid into a wrong bank account in any circumstances. Failure to follow these recommendations could result in you having to pay these invoices twice.

The transaction for which this invoice is issued is subject to the terms of Traxys' General Terms and Conditions of Sale and the Sale Contract 38498

Please remit payment to the following bank

Currency	Bank	Bank Details
USD	Deutsche Bank Trust Company Americas One Columbus Circle New York, NY 10019 United States	**Account Holder:** Traxys North America LLC **ABA Number:** 021001033 **Swift Code:** BKTRUS33 **Account:** 00493677

TRAXYS NORTH AMERICA

Final Invoice 75933

75933
200-TNA

Customer
Vulcan, Inc.
P.O. Box 1850
Foley, Alabama 36536
United States

Contract No	37356/3	**Invoice Date**	Nov 13, 2024
Loading	MOBILE, AL - United States	**Due Date**	Dec 13, 2024
Incoterm	DDP - FOLEY, AL - United States	**Payment Term**	30 DAYS DATE OF SHIPMENT
Description	Primary Aluminum P1020 T-Bar	**Traxys Tax ID**	20-5425335
		Custom Status	Duty Free & Customs Cleared
		Reference	015876

	Description	Nb. Packs	Quantity	Price	Amount
1	**BL Number:** I0301998 **Delivery/BL Date:** Nov 13, 2024	29	43,800.00 LB	1.232 USD/LB	53,961.60 USD
2	**BL Number:** 661424 **Delivery/BL Date:** Nov 13, 2024	29	43,810.00 LB	1.232 USD/LB	53,973.92 USD
		58	**87,610.00 LB**		**107,935.52 USD**

Total Amount due to Traxys North America LLC	**107,935.52 USD**

We do not intend to change our bank details. If you receive any communication that any of our bank details have changed, telephone us and speak to your contact at our office before transferring any funds. We do not accept responsibility for monies paid into a wrong bank account in any circumstances. Failure to follow these recommendations could result in you having to pay these invoices twice.

The transaction for which this invoice is issued is subject to the terms of Traxys' General Terms and Conditions of Sale and the Sale Contract 37356

Please remit payment to the following bank

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Metals Daily

Volume 14 / Issue 185 / September 19, 2025

US aluminum sector to focus on cooperation in USMCA talks: Aluminum Association CEO

- US aluminum association asks for tariff harmonization, metal monitoring
- Focus on addressing 'unfairly subsidized metal' entering through Mexico

The US aluminum sector is entering the United States-Mexico-Canada Agreement renegotiation period, with a focus on heightened North American trade monitoring and harmonization, Charles Johnson, president and CEO of the DC-based Aluminum Association, told reporters at the association's annual meeting on Sept. 19.

The USMCA, signed by US President Donald Trump in 2018, is highly consequential to the tightly integrated North American aluminum industry. According to the association, roughly 90% of US scrap aluminum imports come from either Mexico or Canada. The public comment period for the review of the USMCA opened on Sept. 17, and the Aluminum Association is aiming to clamp down on unfairly traded imports entering North America.

"The two main asks of our association are that Mexico and Canada implement comprehensive tariff harmonization, and that they also implement monitoring programs for the origin of metal that would make those tariffs meaningful," Johnson said at a press roundtable.

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Platts Key Metals Benchmarks

	Symbol		Change	Date assessed
Daily prices				
Alumina PAX FOB Australia ($/mt)	MMWAU00	322.000	-1.000	19-Sep
Aluminum MW US Transaction premium (¢/lb)	MMAKE00	74.450	0.500	19-Sep
Aluminum CIF Japan premium ($/mt)	MMANA00	58.000-58.000	0.000/0.000	19-Sep
Aluminum CIF Japan premium Q3 ($/mt)	AAFGA00	108.000-108.000	0.000/0.000	19-Sep
Aluminum duty paid IW Rotterdam premium ($/mt)	AALVE00	235.000-245.000	0.000/0.000	19-Sep
Molybdenum oxide, daily dealer ($/lb)	MMAYQ00	25.050-25.150	0.050/-0.050	19-Sep
Ferromolybdenum, 65% European ($/kg)	MMAFO00	57.000-57.500	0.000/0.000	19-Sep
Clean Copper Concentrates TC ($/mt)	PCCCB00	-41.200	-0.200	19-Sep
Clean Copper Concentrates RC (cents/lb)	PCCCC00	-4.120	-0.020	19-Sep
Twice weekly prices				
MW US A380 Alloy (¢/lb)	MMAAD00	134.000-135.000	0.000/0.000	18-Sep
Weekly prices				
Aluminum CIF Brazil premium ($/mt)	MMABP04	244.000	-1.000	19-Sep
Aluminum ADC12 FOB China ($/mt)	AAVSJ00	2480.000-2500.000	20.000/20.000	16-Sep
Aluminum Alloy 226 del. European works (Eur/mt)	AALVT00	2220.000-2270.000	30.000/0.000	19-Sep
Manganese Ore, 44% Mn, CIF Tianjin ($/dmtu)	AAWER00	4.430	0.000	19-Sep
Manganese Ore, 36% Mn, CIF Tianjin ($/dmtu)	AAXRX00	4.050	0.000	19-Sep
Moly oxide, Daily Dealer Wk Avg. ($/lb)	MMAGQ00	25.080-25.270	-0.360/-0.470	19-Sep
Silicon, 553 Grade delivered US Midwest (¢/lb)	MMAJM00	135.000-145.000	0.000/0.000	17-Sep
Ferrochrome, US 65% High-Carbon IW US (¢/lb)	MMAFA00	155.000-170.000	15.000/15.000	17-Sep
Silicomanganese, 65:16 DDP NW Europe (Eur/mt)	MMAGR00	1000.000-1100.000	0.000/0.000	17-Sep
Ferrosilicon, FOB China ($/mt)	MMAJP00	1070.000-1080.000	0.000/0.000	17-Sep
Ferrotitanium MW US, 70% ($/lb)	MMAFT00	2.500-2.700	0.000/0.000	18-Sep
Copper NY Dealer cathodes premium (¢/lb)	MMACP00	2.000-8.000	0.000/0.000	16-Sep
Copper MW No.1 Bare Bright Disc (¢/lb)	MMACL10	25.000	5.000	16-Sep

Aluminum

US aluminum premium rises 0.50 cent/lb amid repeatable higher trades

- Three trades done in MOC at 74.45 cents/lb
- Assessed level 1.20 cents/lb below record

The Platts US Aluminum Midwest Premium spot market saw fresh liquidity on Sept. 19, with the Midwest Premium price rising to 74.45 cents/lb plus LME cash, delivered Midwest amid multiple transactions at that level.

Three transactions took place during the Platts Market on Close assessment process, resulting from consecutive bids by a consumer at 74.45 cents/lb over the LME average Sept. 26-Oct. 19, 100 mt, net-30-day payment terms.

Two of those bids were re-bids, showcasing spot repeatability at 74.45 cents/lb. Two transactions took place between the consumer and Gunvor SA, and another transaction took place between the consumer and ARG International.

While market participants have cited the backwardation of forward months as a bearish factor, sources remain bullish on Midwest Premium values as domestic supply dwindles.

"Metal is still tight. Premiums aren't going down," one trader said, adding that the premium would need to rise to at least 78 cents/lb to attract imported tons from Canada.

The range of indicative values heard on the day was unchanged from Sept. 18 at 72-78 cents/lb. The currently assessed level is 1.20 cents/lb or 1.6% below the record high of 75.65 cents/lb, Platts data showed.

The trader said that demand varied across industries, noting weak demand in aerospace and beverage cans, while common alloy sheets and extrusions remained strong.

One consumer source said, "Spot demand is nonexistent on my side."

Market participants have continually cited tariff uncertainty as a factor dampening demand, with customers hesitant to commit to significant volumes.

The US aluminum sector is entering the United States-Mexico-Canada Agreement renegotiation period, with a focus on heightened North American trade monitoring and harmonization, Charles Johnson, president and CEO of the DC-based Aluminum Association, told reporters at the association's annual meeting on Sept. 19.

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— Colleen Ferguson, Ross Richardson

European aluminum premiums rise on CBAM impact, tight stocks

- Uncertainty around CBAM rules delays contract signings
- Asian producers eye Europe if Q4 MJP settles low

European P1020 aluminum premiums continued their upward trajectory in the week ending Sept. 19, as sources pointed toward bullish market conditions fueled by CBAM and low stocks.

The Platts Daily Aluminum Duty Paid in-warehouse Rotterdam Premium was assessed at $235-$245/mt on Sept. 19 at a midpoint of $240/mt, up $10/mt week over week.

"CBAM is three months away, and from then, everything is going to be more expensive. It's all pointing towards a higher premium," a trader said.

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"I think the premium will continue to go up, maybe not as steep as in recent days, but all the signals are showing a way up," a producer said. "The potential impact of CBAM coming in, and the expectation that the premium will rise, means people want to buy now rather than later."

Sources shared that they expect the cost of CBAM to be anywhere between $20/mt and $70/mt, depending on the smelter's scope 1 emissions.

However, with the market still awaiting news from the European Commission regarding the 2026 default and benchmark values, many contracts are yet to be signed.

"Mating season has been postponed; we've begun conversations, but will close later on. It's all the uncertainty that is driving the market at the moment," a consumer source said.

The Platts Daily Aluminum Duty Unpaid in-warehouse Rotterdam Premium was assessed at $150-$175/mt Sept. 19, with a midpoint of $162.50/mt, up $5/mt week over week.

Asian producers are keeping a close eye on the Quarterly MJP, with some expectation that poor demand may prove bearish for the premium. If the QMJP settles at a low level, producers are ready to turn their attention west toward the European market.

Multiple sources shared that they need the DUP assessment to reach $200/mt IW Rotterdam before European netbacks become favorable.

Platts assessed the daily low-carbon aluminum duty-paid and daily low-carbon aluminum duty-unpaid premiums at $5/mt and $10/mt, respectively.

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— Sophie Dyas

European secondary alloy prices rise on back of tight margins

- Twitch grade scrap assessed at Eur1680/mt
- Tight supply of scrap in market

European secondary aluminum alloy prices edged higher in the week ended Sept. 19, as high input costs increased pressure on producers' margins.

Platts assessed grade 226 alloy prices at Eur2,220-2,270/mt DDP Germany, 30 day payment terms on Sept. 19, up Eur15/mt at the lower end of the range.

Meanwhile, Platts assessed grade 231 alloy prices at Eur45/mt premium above 226.

Poor availability of scrap material continued to dominate the conversation this week, meaning producers have to carefully manage orders against the scrap material available.

"Our competitors are looking at the quantities of scrap available, they can only sell orders if they have the scrap to produce it," a secondary alloy producer said.

Despite the tight supply, the cost has not transferred over to the consumer.

"The lack of scrap is still there, but the customer doesn't want to pay higher prices for alloys, so it's just our margins getting squeezed," the secondary alloy producer said. "There hasn't been any price change this week, but I expect if scrap continues to be tight, then it will have to increase."

Platts assessed high-grade auto shreds, also known as Twitch, at Eur1,680/mt DDP Germany, unchanged week over week.

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— Sophie Dyas

Brazil high ICMS primary aluminum falls on week

- Low ICMS remains stable
- Sources see no room for premium increase

Brazil domestic high ICMS primary aluminum premium fell $5/mt in the week to Sept. 19, on slow market demand.

"I don't see room for a premium increase," a source said.

Platts assessed the DDP Southeast low ICMS premium stable at $250/mt plus London Metal Exchange cash, duty paid, delivered Southeast, exclusive of value-added tax (PIS/COFINS and IPI), based on a $230-$270/mt range. The DDP Southeast high-ICMS premium was at $125/mt on the same basis, reflecting a $120-$130/mt range.

On the low ICMS side, a buyer reported a tradeable premium level of $250/mt.

On the high ICMS side, a buyer reported the premium "closer to $110/mt than to $150/mt."

A second buyer reported a deal at $120/mt.

Platts assessed the CIF Brazil aluminum premium at $244/mt plus LME cash, CIF main Brazilian ports, duty unpaid, exclusive of VAT (ICMS, PIS/COFINS and IPI), based on a $240-$248/mt range for orders of 500-2,000 mt.

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— Jose Guerra

Australian alumina spot prices fall on increased spot availability

- Deal heard at $331.07/mt FOB Visakhapatnam, H1 Oct loading
- Market participants bearish

Australian alumina spot prices fell $1/metric ton on Sept. 19, amid lower tradable indications and increased spot availability, market participants said.

A deal for 30,000 mt of H1 October loading Indian alumina was heard done at $331.07/mt FOB Visakhapatnam basis through a tender, where the bidding window closed on Sept. 17 and bids were valid until Sept. 19. The cargo was bought by a producer.

Following that, two other spot transactions were heard on Sept. 19 for December loading.

A 30,000 mt December loading Australian alumina cargo was heard sold by an international producer at $327/mt FOB Western Australia, to an international trader.

Another 30,000 mt December loading Indian alumina cargo was thereafter heard to have been bought by a producer at $336/

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mt FOB Visakhapatnam.

Despite the multiple transactions, tradable levels were still heard between $315-$323/mt FOB Australia.

A consumer indicated a bid at $310/mt FOB Western Australia, citing surplus spot cargoes and no justification for higher bids.

A producer shared that he still remained bearish in the near term, saying that there were no signs of a rebound in demand and prices amid the increasing supply of alumina.

Another producer echoed this sentiment, referencing an upcoming tender expected to conclude in the week starting Sept. 22 and other available spot cargoes, suggesting further price pressure.

Platts assessed alumina FOB Australia down $1/mt day over day at $322/mt on Sept. 19, within the tradable range of $315-$323/mt FOB. The assessment reflects shipments 14-60 days forward.

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— Louissa Liau

Battery Metals

Asian seaborne lithium prices inch down on muted spot buying interest

- North Asian spot buying interest muted
- Demand well-met through term contract volumes
- Buyers take wait-and-see approach

Asian seaborne lithium prices declined slightly Sept. 19 amid muted spot buying interest.

A producer said spot liquidity had been weak with occasional interest in volumes below 10 mt for new product development among original equipment manufacturers overseas.

"It is not a recovery in demand," said the producer, adding, "spot demand is still weak."

Another producer said they have not received any buying inquiries from the market despite putting out offers at $11,000/mt CIF North Asia for battery-grade lithium hydroxide.

Demand for most in the South Korean and Japanese markets was heard to have been well-met through their volumes contracted through term contracts.

A consumer said he received lower offers at $9,000/mt CIF North Asia for Argentine-origin battery-grade lithium hydroxide and $9,400/mt CIF North Asia for Chinese-origin battery-grade lithium hydroxide.

However, he expected prices to continue on a downtrend and said he would continue to take a wait-and-see approach.

Platts assessed lithium hydroxide at $9,600/mt on Sept. 19, down $200/mt day over day and $100/mt week over week. The price reflects the spot value of battery-grade material on a CIF North Asia basis, covering deliveries to major ports in China, Japan and South Korea. Lithium carbonate assessments are normalized to deliveries in Shanghai.

Some producers, traders and end-users said lithium carbonate and hydroxide prices are at parity.

Platts assessed battery-grade lithium carbonate at $9,600/mt on Sept. 19, down $200/mt day over day and $100/mt week over week.

The Platts assessment of $9,600/mt for battery-grade lithium carbonate CIF North Asia was equivalent to Yuan 78,054/mt on a DDP China basis, including a 13% value-added tax, and port and logistics costs.

Platts assessed DDP China lithium carbonate at Yuan 77,730/mt on Sept. 19, indicating that seaborne lithium carbonate prices held a premium of Yuan 4,230/mt over domestic China lithium carbonate prices. The exchange rate was Yuan 7.1128/$1 on Sept. 19.

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— Louissa Liau

Americas, European lithium prices remain steady amid uncertain outlook

- Global outlook uncertain
- Bid event sees South America spodumene price rise

The European lithium market remained mostly unchanged in the week ended Sept. 19 amid an uncertain short-term outlook.

Several market players said battery-grade lithium hydroxide and carbonate prices were around $9,500/mt CIF Europe, with lithium hydroxide trading above lithium carbonate.

A trading company representative said the recent price declines may continue in the near term, with prices likely to slip below $9,000/mt. However, the drop should be limited, he added.

Other sources said the prices were already at unsustainably low levels.

A buyer also echoed a similar sentiment and expected lithium salt prices to drop further.

"I think the prices are bouncing around the bottom now," a Western lithium producer said.

He added that the global spot market, both lithium hydroxide and carbonate, remained rangebound at $9,000-$10,000/mt CIF Europe/Asia.

Platts assessed daily CIF Europe battery-grade lithium carbonate prices at $9,300/mt on Sept. 19, stable on the day and down $200 on the week. Lithium hydroxide was assessed at $9,500/mt stable on the day and on the week.

In South America, lithium spodumene concentrate prices inched up following the rise in Asia. A bidding event for Australia-origin material was heard to have concluded at the equivalent $840-$850/mt CIF China on Sept. 17, but some market participants said this price should be lower because the trade was for prompt material.

Lithium Triangle price assessment was quiet in the week ended Sept. 19, with no strong offers observed in Argentina, Chile and Bolivia.

Platts LiT FOB was assessed at $9,400/mt on Sept. 19,

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stable on the day and on the week. The LiT assessment reflects industrial and battery-grade quality of lithium carbonate, with a minimum quality of 99%.

Platts assessed spodumene concentrate with 5.5%-6% lithium oxide content at $800/mt FOB Brazil on Sept. 19, stable on the day and up $20 on the week.

Platts assessed daily DDP US battery-grade lithium carbonate stable at $11,050/mt on Sept. 19, reflecting standard battery-grade quality, minimum 99.5% Li2CO3, delivered 15-60 days forward.

Platts assessed daily DDP US battery-grade lithium hydroxide at $11,150/mt on Sept. 19, flat on the day and week, reflecting standard battery-grade quality, a minimum of 56.5% LiOH H20, for delivery 15-60 days forward, and a minimum volume of 5 mt.

A second buyer reported tradable values for lithium carbonate and hydroxide in the US at Platts levels, and a third buyer echoed the same levels in a stable and low-activity market.

Platts, lacking observable spot market activity, may consider other verifiable data, such as the effect of movement in related markets through spread differentials.

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— Simran Jodha, Anne Barbosa, Katharine De senne

Total EVs on Turkey's roads up 124% year on year at end of August

- 310,668 electric vehicles registered by end of August, up 124% on year
- August EV sales hit 18,993, down 20% from July but up 225% on year
- Government supports transition to EVs to meet Paris accord targets

The number of electric vehicles on Turkey's roads reached 310,668 as of the end of August, up 124% year over year, data published by Turkish energy regulator EPDK showed Sept. 19.

In August alone, Turkey recorded 18,993 EV sales, which represented a 20% decline from the record sales achieved in July. However, this figure still marked a 225% increase compared to the same month last year.

August is traditionally a holiday month in Turkey, which typically results in lower new vehicle sales.

The expansion of charging infrastructure has also kept pace with the increasing number of EVs. By the end of August, Turkey had installed 33,592 commercial charging sockets, a 3.7% increase from July and a 49% rise year-over-year.

The total charging capacity reached 2.461 GW, marking a 77% increase from the previous year.

Among the charging operators, ZES held a 14% market share, followed by Esarj (6.8%), Trugo (6.7%), Voltrun (5.5%), and Wat (3.8%). Together, the top 10 operators accounted for 46.1% of the available sockets and 77.4% of the power delivered.

Data from Turkey's automotive distributors association (ODMD) shows that EVs accounted for 18.5% of all new vehicle sales from January to August 2025, up from just 8.4% during the same period last year.

Within this segment, 13.5% of the sales were vehicles with a motor capacity of up to 160 kW, while 5.0% were vehicles exceeding that capacity.

The Turkish government has committed to promoting the transition to electric vehicles as part of its strategy to reduce hydrocarbon consumption and fulfill its commitments under the Paris Agreement.

This commitment is expected to further accelerate the growth of the EV market in Turkey, supported by both consumer demand and government initiatives.

Platts assessed prime battery-grade lithium carbonate CIF North Asia at $9,600/mt on Sept. 18, down $200/mt day over day and $100/mt week over week.

— David O'Byrne

Copper

Chinese copper concs TC/RCs edge down on wider contango

- Smelters bid lower for Dec-loading shipments compared to Nov
- Smelters pressured by further cut in copper concs usage in 2026

Platts assessed the CIF China clean copper concentrate treatment charge and refining charges at minus $41.20/mt and minus 4.12 cents/lb, respectively, Sept. 19, down 20 cents/mt and 0.02 cent/lb, respectively, from Sept. 18.

Tradable values were heard at minus $39/mt on an M+1 or M+4 pricing basis at the seller's option for November-loading clean copper concentrates, from trader to smelter, normalized to minus $41.20/mt by considering a $13.50/mt contango between February and March.

Platts assessed producer-to-trader copper concentrates TC/RC differentials at minus $38.80/mt and minus 3.88 cents/lb, respectively, on Sept. 19, up 20 cents/mt and 0.02 cent/lb, respectively, from Sept. 18.

Sporadic offers were heard for November-to-December-loading cargoes, while market sources said smelters were more keen on taking December parcels.

"Especially for small-to-medium-sized smelters, they do not have many long-term contracts and are willing to buy for 2026-arrival cargoes," a trader said.

As such, traders see tradable levels in the minus $30s/mt for November-loading shipments and around minus $40/mt for December-loading clean copper concentrates.

Some smelters that have a demand for December-loading shipments were still waiting and seeing. A procurement source said, "It is very difficult to make a decision to buy at production loss level."

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Although tenders were conducted from producers to traders at below minus $100/mt, smelters were not in a rush to bid lower for 2026-loading shipments.

"We value profit margins more than output," a smelter source said.

A trader added that it is difficult for smelters to bid better than spot for forward shipments, but sellers would ask for much lower than spot at the moment.

A spot tender was heard for 2026-loading cargoes, Sossego or Salobo, about 50,000 mt in total, from producer to trader, with bids due on Sept. 26.

Some small-to-medium-sized smelters said they reduced their use of copper concs this year and replaced it with domestic concs and secondary materials.

"We can cut more usage of copper concs next year if it is necessary," a procurement source said.

Meanwhile, sulfuric acid prices — the key support to smelters' production margin this year — fell by $10/mt in a week to $82.5/mt on an FOB China basis, according to S&P Global Commodity Insights.

It would bring greater pressure to smelters' cash flow, which may impact production plans, a smelter source said.

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— Lu Han

Chile's Mantoverde copper mine resumes full operations after mill issue: Capstone Copper

- Output loss of 3,000-4,000 mt of copper conc expected
- Planned five-day maintenance period at end-September

Capstone Copper Corp. has resumed normal copper sulfide production at the Mantoverde mine in Chile following a disruption at the mill, the Toronto-listed miner said Sept. 18.

Mantoverde had operated at half capacity after Capstone reported Aug. 31 a motor failure in the ball mill. The company had estimated the repair work would take about four weeks, expecting an output loss of 3,000-4,000 mt of copper in concentrate.

Capstone did not provide an updated production estimate at the mine.

A planned five-day maintenance period at the end of September will push through, Capstone said. The company previously considered moving the planned maintenance to coincide with the ball mill downtime to mitigate the effect of the disruption.

Mantoverde is expected to produce 68,000-80,000 mt of copper sulfides in 2025, an increase from 21,777 mt of copper sulfides produced in 2024, according to Capstone's 2024 production report and 2025 guidance released Jan. 20.

Copper cathode production was estimated at 29,000-32,000 mt in 2025, compared to 35,930 mt in 2024. The miner said the new sulfide concentrator would boost copper production at Mantoverde in 2025 while reducing consolidated cash costs.

Capstone owns a 70% stake in Mantoverde and Mitsubishi Materials Corp. owns the remaining 30%, according to S&P Global Market Intelligence data.

— Karlitos Brian Decena

Aurubis upgrades shaft furnace at Italian copper rod plant

- Avellino upgrade cuts energy use, emissions
- Second phase of upgrade planned for Aug 2026
- Plant's wire rod capacity will grow by 20%

Aurubis has completed an upgrade of the shaft furnace at its copper rod plant in Avellino, Italy, allowing more material to be processed with lower energy use and a reduced carbon emissions footprint, the company said Sept. 18.

Modernization of the shaft furnace, which is primarily fed with copper cathodes and very pure scrap, included a taller furnace shaft, a new furnace shell, updated refractory lining, an optimized charging system, and the groundwork for a future-ready burner and combustion setup.

Aurubis, one of the world's largest copper recyclers, is planning a second phase of the Avellino shaft furnace upgrade for August 2026, with a new natural gas combustion system that will increase energy efficiency and lower specific gas consumption by up to 10%.

As a result of the combined first and second phase improvements, the plant's wire rod production capacity will be increased by 20%, Aurubis said.

"The [furnace upgrade] secures an advanced supply of copper wire, a key product for major transformation trends," said Aurubis' Chief Operations Officer Tim Kurth, meaning copper wire applications in digital infrastructure, energy transition, electrification and e-mobility.

The COO added that the investment project reinforces the company's role as a supplier for the wire and cable industry in Southern Europe and North Africa.

— Katya Bouckley

Hindustan Copper signs MOU with Oil India for critical mineral exploration

- Partnership targets copper, strategic mineral exploration
- Supports India's National Critical Mineral Mission goals
- Aims to boost domestic mineral security, reduce imports

Indian copper producer Hindustan Copper Limited (HCL) has signed a memorandum of understanding with Oil India Limited (OIL) to jointly explore and develop critical minerals, including copper, it said Sept. 19.

The partnership between the state-owned companies directly aligns with India's National Critical Mineral Mission, a government initiative aimed at securing domestic sources of minerals crucial for renewable energy infrastructure, electric vehicle batteries,

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and advanced manufacturing sectors.

In a statement posted to X, Hindustan Copper said that the MOU was signed in the presence of Dr Ranjit Rath, Chairman and Managing Director of OIL, and Sanjiv Kumar Singh, Chairman and Managing Director of HCL.

The collaboration comes as India faces growing demand for critical minerals needed for its ambitious renewable energy targets and expanding technology sector. Copper, in particular, is essential for electrical infrastructure, renewable energy systems, and electric vehicle manufacturing.

OIL, primarily known as an upstream oil and gas exploration and production company, brings geological expertise and exploration capabilities to the partnership. HCL, India's only integrated copper producer, contributes specialized knowledge in copper mining, processing, and mineral development.

The announcement comes shortly after HCL signed a similar MOU with Coal India Limited in July.

The partnership reflects India's broader strategy to develop domestic mineral resources and reduce reliance on imports of materials classified as critical for national security and economic development. Critical minerals typically include rare earth elements, lithium, cobalt, nickel, and copper — materials that are essential for clean energy technologies, defense applications, and advanced manufacturing.

India currently imports significant quantities of copper and other critical minerals, making domestic exploration and development initiatives crucial for long-term energy security and industrial competitiveness.

Platts assessed the CIF China clean copper concentrate treatment charge and refining charge at minus $41.2/mt and minus 4.12 cents/lb, respectively, on Sept. 19, down 0.2 cents/mt and 0.02 cent/lb, respectively, from Sept. 18.

— Euan Sadden

Ferroalloys and Steel

Prices remain stable on the moly oxide spot market

- Price range at $25.05-$25.15/lb Mo
- Busan market activity stays high
- FeMo prices weaken globally

Following an active trading week in Asia, molybdenum oxide powder spot prices stabilized Sept. 19.

Platts assessed the Molybdenum Oxide Daily Dealer price at $25.10/lb Mo Sept. 19, stable from Sept. 18, with a range of $25.05-$25.15/lb Mo, but down $0.175/lb Mo week-over-week.

Tender results in Asia maintained market sentiment stable after molybdenite concentrates were booked at Yuan 4,415/metric tons, and ferromolybdenum at Yuan 278,000/mt on the Chinese domestic market.

The import window to China for oxide powder was open, but volume booked in Chinese ports was limited compared to Busan material. 100 mt of moly oxide powder were reported booked in-warehouse Busan at $25.05-$25.15/lb Mo. Overall, Busan material made up the majority of the reported deals to Platts on the week to Sept. 19, with 440 mt traded, followed by material booked in China at 140 mt. Europe remained quieter than Asia, with only 68 mt of volumes booked, of which 48 mt were briquetted material. The spot market was, in that respect, calm and stable Sept. 19.

"Demand was too weak in Europe," a trader said.

However, some argued that with the end of the trading month approaching, and the necessity to supply material for deliveries in October, buyers could come onto the spot market in Europe and activity could pick up. In the meantime, despite a public bank holiday in China Oct. 1, market participants did not anticipate an overall decrease in end-user demand of oxide powder in the medium run.

Nevertheless, softening prices on oxide powder dragged ferromolybdenum prices on a downward trend on the week to Sept. 19. Demand for FeMo in Europe remained weak, with limited activity for in-warehouse Rotterdam material. Platts assessed the European price for Ferromolybdenum 65% at $57.25/kg Mo Sept. 19, stable day over day, but down $1.15 Mo week over week. The spread between the theoretical conversion cost from oxide powder and the European spot assessment remained negative on Sept. 19 at minus $1.84/kg Mo.

The FOB China price for Ferromolybdenum 60% was assessed at $65.65/kg Mo Sept. 18, down $1.45 week over week. The CIF Asia price for Ferromolybdenum 60% was assessed at $58/kg Mo Sept. 18, down $1.50 week over week.

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— Teo Ngoma

Asian high-grade manganese ore prices steady; semi-carbonate ore edges up

- Firmer pricing partly supported by yuan appreciation
- Chinese portside demand stays active on pre-holiday restocking
- Market concerns linger over potential Q4 alloy oversupply

Asian manganese ore prices were largely steady in the week to Sept. 19, with high-grade ore flat while semi-carbonate ore edged higher.

Platts assessed 44% manganese ore at $4.43/dmtu CIF China, unchanged week over week.

The 1% Fe differential for high-grade ores (4–10% Fe) was assessed at 20 cents/dmtu, while the 1% silica differential (3%-15% SiO2) was assessed at 2.6 cents/dmtu.

Mainstream tradable values for 44.5% Gabonese ore were heard at $4.27/dmtu CIF China.

Meanwhile, 36% semi-carbonate ore was assessed at $4.05/dmtu CIF China, up 5 cents/dmtu week over week.

Offers and trades for October-loading 36.5% ore were heard at $4.05/dmtu CIF China, with mainstream tradable values for 36% grade also at $4.05/dmtu.

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Procurement interest remained stable amid a firm portside market, though some buyers stayed cautious given Q4 uncertainties.

Sources also noted firm seaborne pricing was partly supported by the appreciation of the Yuan.

"If you do the math, $3.85/dmtu at an exchange rate of Yuan 7.36 to the dollar and $4.05/dmtu at Yuan 7.12 both work out to roughly the same value in Yuan. So in reality, there hasn't been any real improvement," said a seller.

Chinese portside

At Tianjin port, Gabonese and Australian ores were heard tradable at around Yuan 40/dmtu, while semi-carbonate ores were at Yuan 34.5/dmtu ex-stock.

Active inquiries came ahead of the National Day holiday and on stronger downstream markets, though prices remained largely steady.

"The smelters' operating rate is high, and the long holiday is coming soon; current purchasing needs are not bad," said a trader. "Demand is there, but prices have no big changes," added another trader.

Still, some market participants flagged oversupply risks in Q4 as new alloy projects ramp up. "All the new projects are filling their pipeline with ores now. So I think ore demand will be okay for the next two months or until all the guys have bought, then something has to go," said a market source.

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— Yoowei Lim

European 18-8 stainless scrap edges higher on tight supply, weak mill outlook

- Supply shortages continue to drive pricing support
- Mills face poor outlook amid safeguard constraints

European 18-8 stainless scrap prices inched higher over the week to Sept. 19, with persistent supply tightness offsetting a subdued demand backdrop.

Platts assessed European 18-8 stainless steel scrap solids at Eur1,010/mt CIF Rotterdam Sept. 19, up Eur10 week on week.

Tradable values were reported in the range of Eur1,000-1,040/mt CIF Rotterdam, according to market participants, although the higher price of the range could not be tested for repeatability.

The increase was driven primarily by supply tightness, with several sources noting dealers were reluctant to release volumes at current levels due to margin concerns.

"We hear the increase is purely shortage driven," a recycler said.

Other traders pointed to short positions in the market as providing additional near-term support.

"We see some short positions on the market, somewhat supporting higher prices," a trader said.

Participants cited a continuation of weak downstream demand, amid a bleak European economic outlook.

Constraints linked to EU safeguard measures were also highlighted as a key headwind for mills.

"Production is down, but safeguard quotas remain unchanged; mills are calling for more flexible safeguards that adjust with capacity utilization," another recycler said.

Semi-finished imports, particularly from Indonesia, continued to weigh on market sentiment, adding downward pressure on the European domestic market.

Platts assessed nickel pig iron at $111/mtu FOB Indonesia July 18, up 20 cents/mtu week over week.

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— Kamran Jussab

South Korea's EcoPro completes $525 mil investment in Indonesian nickel smelters

- Investment in four Indonesian smelters
- Plans Phase 2 investment for integrated production
- EcoPro eyes 20%-30% cathode price cuts via Indonesian plants

South Korean battery materials manufacturer EcoPro Materials has completed a Won 700 billion ($525 million) investment in four nickel smelting plants in Indonesia and announced plans for a second phase that could slash cathode material prices by up to 30%, the company said in a statement Sept. 18.

The strategic move positions EcoPro to secure critical raw materials while diversifying beyond its core cathode manufacturing business amid pricing pressures in the battery industry.

The company's Indonesian expansion centers on establishing an integrated supply chain from nickel smelting through cathode material production, enabling EcoPro to reduce costs and compete more effectively in the increasingly price-sensitive battery market.

EcoPro expects the investment to generate average annual profits of Won 180 billion through 2030, including equity-method gains and sales of mixed hydroxide precipitate, a key nickel intermediate product.

Strategic expansion

EcoPro's Phase 1 investment covers four smelting plants in the Indonesia Morowali Industrial Park on Sulawesi Island, according to the company statement.

The plants include stakes in QMB New Energy (9%), Meiming New Energy Materials (9%), ESG New Energy Material (10%) and Green Eco Nickel (38%), in which EcoPro Materials holds a 28% stake and its parent company EcoPro owns 10%.

"EcoPro has a bigger stake in Green Eco Nickel," a China-based nickel trader said, meaning its offtake from the smelter will be the largest of the four plants. Data from EcoPro showed that its offtake from Green Eco Nickel is about 9,300 metric tons per year, while the four plants have a combined output of

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150,000 mt/y.

The investment secures EcoPro's access to about 28,500 mt/y of nickel MHP — enough material for roughly 600,000 electric vehicles. MHP offers cost advantages over refined nickel metal while containing cobalt needed for NCM (nickel-cobalt-manganese) cathode production.

Integrated production

EcoPro plans to launch its Phase 2 investment in Indonesia's International Green Industrial Park by year-end, targeting an integrated production complex covering raw material processing through battery cell manufacturing. The company will invest about Won 50 billion in a $1.42 billion joint venture with Vale Indonesia and other global partners to secure about 20% of a new smelting facility.

Construction of the new facility began in April and will take about 18 months to complete, EcoPro data showed.

The planned IGIP smelter will produce an estimated 66,000 mt/y of nickel MHP once operational. EcoPro plans additional investments of similar scale, taking a leading role as the largest shareholder in subsequent projects alongside international partners.

EcoPro expects the integrated production model to cut high-nickel NCM cathode material unit costs by 20%-30% compared with current pricing, enhancing competitiveness in mid- to low-price market segments. The cost advantages come from securing raw materials at lower prices through local production and reducing transportation and processing expenses.

"The Indonesian project is meaningful as it diversifies the group's business portfolio through entry into the smelting industry, beyond just battery manufacturing," EcoPro CEO Song Ho-jun said.

Platts, part of S&P Global Commodity Insights, assessed the MHP CIF North Asia basis LME nickel monthly average price at 87.5% payables on Sept. 18, unchanged day over day.

— Clement Choo, Samantha Beh

Lead and Zinc

SHG zinc, No.3 zinc remain steady amid slow spot sales

- SHG zinc holds at 19 cents/lb, delivered Midwest
- No.3 alloy stays flat at 42 cents/lb
- Market sees limited spot activity; contract talks yet to kick off

Platts weekly US special high-grade zinc was assessed at 19 cents/lb plus London Metal Exchange Sept. 17 flat from Sept.11, as limited spot business has been reported recently.

An alloyer said zinc pricing was "flat" at 19 cents/lb, delivered Midwest.

A second alloyer indicated the premium for SHG zinc at 18-19 cents/lb, delivered Midwest.

The Platts assessment for No.3 alloy was unchanged at 42 cents/lb, plus LME cash, as limited spot liquidity was seen in the domestic market.

The first alloyer pegged the premium for No..3 alloy at 42 cents, while the second alloyer indicated the premium for No.3 alloy a penny stronger, at 43 cents/lb, delivered Midwest.

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— Meghann Mcdonell

Minor Metals

US agency to support expansion of Metalex's copper-cobalt project in Zambia

- USTDA to fund Metalex's feasibility study for Kazozu expansion
- Project aims to boost copper, cobalt production for US offtake
- Effort supports US critical mineral supply chain diversification

The US Trade and Development Agency is providing funds to a unit of Texas-based Metalex Commodities to support a feasibility study for the expansion of the Kazozu copper-cobalt mine in Zambia, the agency said Sept. 18.

USTDA awarded the funding to Metalex subsidiary Metalex Africa Zambia, which plans to expand the mine's extraction and refining operations by an additional 25,000 metric tons/year of copper and cobalt concentrates. Production from the project will be subject to offtake agreements with US companies.

"USTDA's partnership with Metalex will help ensure that US industries can reliably access the inputs they need to remain secure, competitive, and prepared to meet the challenges of the future," Thomas Hardy, USTDA's acting director, said in a statement.

USTDA-funded programming is carried out by US companies, and the study will help connect Metalex with US buyers to strengthen supply chains, the agency said.

USTDA said the project will help the US diversify its critical mineral supply chains. The US is seeking more partnerships in resource-rich Africa as it looks to secure alternative sources of materials needed in semiconductors, batteries, defense and other industries.

— Karlitos Brian Decena

Commodities

Perpetua secures conditional approval for Stibnite mine construction

- Stibnite to be only US source of mined antimony
- Project part of Trump administration's FAST-41 program

Perpetua Resources Corp. received conditional approval to start construction of the Stibnite project in Idaho, US, positioning

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the company to become the only US producer of mined antimony, a critical mineral used in the defense sector, the company said on Sept. 19.

The US Forest Service provided a conditional notice to proceed, which states that the project satisfied all requirements outlined in a record of decision released in January, Perpetua. Construction may begin once the company posts a joint financial assurance bond under an agreement with the Forest Service, the Idaho Department of Lands, and the US Army Corps of Engineers.

Perpetua expects to start early construction works this fall, following eight years of permitting review. Stibnite is one of the "transparency" projects under the Trump administration's FAST-41 program, which aims to support domestic mining projects through streamlined and focused permitting.

"We believe this administration's commitment to boosting efficiency without compromising rigorous environmental standards will have a transformational impact on American mining," Jon Cherry, Perpetua's president and CEO, said in a statement.

The Stibnite site is an abandoned gold mine that contains the only known antimony reserves in the US, according to Perpetua. Top producer China banned antimony exports to the US in December 2024.

As part of the project, the company aims to clean up legacy contamination at the site and restore habitat, including reconnecting fish to their native spawning grounds.

"By redeveloping this historic mining site, we can both restore the environment and secure a domestic supply chain that is essential to our nation's future," Emily Domenech, executive director of the Federal Permitting Improvement Council, said in a statement.

Earlier in September, Perpetua received a nonbinding term sheet from the Export-Import Bank of the US for a potential $2 billion in debt financing to help develop the Stibnite site. The company submitted an application in May to increase the funding amount from $1.8 billion.

— Karlitos Brian Decena

Digital currencies unlock remote critical minerals supply chains: Salus

- New blockchain-based supply chains reduce risk
- Salus operates facility at mine sites
- Operational in tantalum, tin and niobium

Digital currencies, in particular stablecoins, are allowing the creation of new supply chains to bring critical mineral production from small miners in remote regions, including Africa and Latin America, to market, according to Salus, a Singapore-based digital trade finance platform for critical minerals operating on IOTA, a decentralized blockchain network.

"Digital currencies are part of a working capital solution for small miners which need financing but don't have the time, resources or scale to negotiate credit lines with conventional banks," said Trevor Skidmore, one of Salus' founders, and a former Rio Tinto executive, in an interview with Platts, part of S&P Global Commodity Insights. "We're talking about cash conversion cycles, cheaper transaction cost and immediate execution: producers can be paid the same day they deliver their goods."

As high-grade mineral deposits become rarer, and major miners increasingly face environmental licensing hurdles, a growing proportion of critical minerals, especially niche materials, look set to be produced by small and artisanal miners in African, Latin American and Southeast Asian jurisdictions.

New uses in the technology sector, continued electrification, and higher defense spending mean "consumption of critical minerals is still far out-growing supply," Skidmore notes.

"These [small] miners are now seeking us out," said Salus co-founder James Rilett, a former innovation manager at Commodity Insights. "There's no shortage of demand for digital financing to get these goods to market, at costs typically 50% cheaper than with conventional bank transactions in fiat currencies."

Small miners in challenging geographies typically transport their production to an aggregation point, selling to cooperatives or traders, sometimes at unfavorably discounted prices. These transactions could then involve local insurers and both local and international banks in lengthy and risky supply chains.

"We need to find ways to make these materials flow, as the big banks have shied away from these trades," said Skidmore. "Stablecoin is a payment rail for a US dollar-equivalent payment and is very convenient for cross-border transactions. We're making this supply easier to finance through technology."

Salus started operating in May, and since then, it has facilitated stablecoin financial settlement for multiple shipments of tantalum, tin, and niobium from mines in the Great Lakes region, which includes Rwanda, Democratic Republic of Congo, and Uganda. This is one of the world's richest frontiers for critical minerals, producing around 50% of global tantalum along with significant resources of lithium, tin, tungsten, and rare earth elements.

Initial digital financing for these transactions has been put up by a Cayman-listed fund.

Salus has a facility at the mine sites, where it transfers title of the mineral product, issuing a digital warehouse receipt via blockchain with product origin, production and subsequent journey details all blockchain-monitored. This provides for a relatively risk-free supply chain for western consumers who would not consider direct sourcing from the small producers.

"OEMs don't like to buy materials in the mountains," observed Skidmore.

Salus, which charges a fee for its digitizing services based on a percentage of product value, sees potential for immediate transactions totaling $250 million via its platform, according to the founders.

Increasing crypto acceptability

According to global credit ratings agency Morningstar DBRS, a growing number of entities worldwide, including high-profile

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companies, now accept indirect or direct cryptocurrency payments. Cryptocurrency use is seen moving beyond simple transactions to embrace operational treasury functions.

While institutions may notably use bitcoin as their primary corporate reserve currency, stablecoins have demonstrated rapid growth with increasing integration into payment systems, with recent legislation having lowered the barrier to entry for banks to enter the stablecoin market, Maureen Levelis, Morningstar DBRS vice president of North American financial institution ratings, said in a Sept. 15 report.

Confidence in stablecoins is growing so significantly that Salus is now in conversations with state-owned capital institutions in the US, UK and Western Europe who have expressed interest in participating in stablecoin financing of critical minerals supply chains.

"Whether stablecoins ultimately represent an opportunity or a threat to US banks will depend on regulatory design and market adoption," the Morningstar DBRS vice president said. "A regulatory framework could channel stablecoin activity through banks, helping the sector capture new revenue streams while reinforcing their central role in the US financial system."

Salus is targeting trade flows worth $100 million by year's end and as much as $1 billion in 2026. The platform aims to diversify to other critical minerals and other producing countries in Africa, including Nigeria, Zimbabwe and Zambia, where it has had discussions on potential trades. Discussions have also occurred in Chile, Colombia and Peru, Rilett said.

— Diana Kinch

Europe's first rare earth magnet factory opens in Estonia

- Neo Performance Materials plant has 2,000 mt/year capacity
- Supported by a Eur14.5 million EU grant
- Project aims to reduce dependence on Chinese imports

Canada's Neo Performance Materials has opened Europe's first rare earth magnet factory in Narva, Estonia, in an inauguration ceremony held on Sept. 19.

With a nameplate capacity of around 2,000 mt/year of magnet blocks, the $75 million plant is seen as a major step towards reducing Europe's dependence on Chinese rare earth manufacturers.

The project was supported by a Eur14.5 million grant from the EU Just Transition Fund, which assists regions that are heavily reliant on fossil fuels and other carbon-intensive industries in transitioning to a climate-neutral economy.

In a statement marking the occasion, the European Commission said that the project will boost the regional economy while enhancing overall EU competitiveness.

"As more than 90% of magnets currently imported in the EU come from China, the new factory will greatly increase Europe's strategic autonomy and competitiveness which are crucial for the clean and industrial transition," it said.

According to Neo, the new facility in Estonia marks "a critical step forward in one of the most strategically crucial permanent magnet projects in Europe and globally."

The establishment of this factory not only reflects the growing emphasis on local production and supply chain resilience but also aligns with broader EU objectives to achieve sustainability and reduce carbon emissions. As the demand for rare earth magnets continues to rise, particularly in the context of the green energy transition, this facility is poised to play a vital role in meeting that demand while fostering economic growth in the region.

The new plant adds to Neo's existing Estonian footprint, which includes a rare-earth separation plant and R&D laboratories in nearby Sillamae.

Neo also operates rare earth production facilities in the US, Canada, Germany, South Korea and China.

MoU with Bosch

On the same day, Neo announced the signing of a multi-year memorandum of understanding with global technology and services company Bosch.

The company said that it would reserve significant annual magnet production capacity for Bosch as part of the agreement.

"Entering this extended partnership with Bosch is an important step in building a resilient and sustainable supply chain for our customers," said Rahim Suleman, President and CEO of Neo.

"This secures a significant portion of our future production and speaks to our strategy of prioritizing partnerships with the world's largest and most innovative companies," he added.

— Euan Sadden

US aluminum sector to focus on cooperation in USMCA talks: Aluminum Association CEO ...from page 1

The association has previously highlighted challenges with aluminum from China circumventing US tariffs and trade regulations through trans-shipping, especially through Mexico.

"What we have seen in recent years is that as the US has taken action to limit access to unfairly subsidized metal from our market, that metal has moved into Mexico," Johnson said. "What we're seeing is downstream production using that metal, and US manufacturers cannot compete because we do not have access to that metal at those prices."

While past progress on trade cooperation has been made with Canada, Johnson highlighted room for improvement in US-Mexico trade practices.

"We must know where the metal originated from, and that requires metal tracking and metal disclosure," Johnson added. "The US does this, Canada does this, and Mexico does not, even though they committed to doing so in the original USMCA."

The association has seen promising signs of cooperation from Mexico.

"I visited the Mexican minister of economy last week, and he

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appeared willing to ramp up trade monitoring enforcement at their border, which is a very positive sign," Johnson said. "Last week, the Mexican government announced a new raft of tariffs targeted at unfairly traded Chinese metal, and this is a shift we've been advocating for many years."

— Anthony Rizkala

Assessment rationales

Platts Alumina Australia Daily Rationale

Platts assessed alumina FOB Australia as down $1/mt day over day to $322/mt on Sept. 19, within tradable levels at $315-$323/mt FOB Australia, and above an indicative bid at $310/mt FOB Australia.

Exclusions: No data was excluded from the Platts Market on Close assessment process

Platts is part of S&P Global Commodity Insights.

This rationale applies to the market symbol MMWAU00.

Platts CCC Clean Copper Concentrates CIF China Rationale

Platts assessed the CIF China clean copper concentrate treatment charge and refining charge at minus $41.20/mt and minus 4.12 cents/lb, respectively, on Sept. 19, down 20 cents/mt and 0.02 cent/lb from Sept. 18.

Tradable values were heard at minus $39/mt on an M+1 or M+4 pricing basis at the seller's option for November-loading clean copper concs, from trader to smelter, normalized to minus $41.20/mt by considering a $13.50/mt contango between February and March.

Platts assessed producer-to-trader copper concs TC/RC differentials at minus $38.80/mt and minus 3.88 cents/lb, respectively, on Sept. 19, up 20 cents/mt and 0.02 cent/lb from Sept. 18.

Tradable values were heard at minus $80/mt on an M+3 pricing basis at the buyer's option for November-loading clean copper concs, from producer to trader.

Platts is part of S&P Global Commodity Insights.

This rationale applies to the market data symbols <PCCCB00> and <PCCCC0>.

Platts Japan CIF Spot Aluminum Premium Assessment Rationale

Platts assessed the CIF Japan spot premium for 99.7% P1020/P1020A aluminum ingot unchanged day over day at $58/mt plus London Metal Exchange cash on Sept. 19.

Tradable values were heard above $50/mt on a CIF Japan basis.

Exclusions: No data was excluded from the Platts Market on Close assessment process.

Platts is part of S&P Global Commodity Insights.

This rationale applies to the market data symbol MMANA00.

Platts Global Molybdenum Oxide Daily Rationale

The Platts Daily Dealer Molybdenum Oxide assessment was $25.10/lb Mo Sept. 19, stable from the previous assessment on Sept. 18.

The assessed range on Sept. 19 was $25.05-$25.15/lb Mo.

Deals were reported across the full range, in-warehouse Busan.

No data was excluded from the assessment.

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This rationale applies to data code MMAYQ00.

Platts European Ferromolybdenum Daily Rationale

The Platts European Ferromolybdenum assessment was $57.25/kg Mo in-warehouse Rotterdam on Sept. 19, stable from the previous assessment on Sept. 18.

The assessed range on Sept. 19 was $57.00-$57.50/kg Mo in-warehouse Rotterdam.

No deal or bid were reported on the European spot market.

An indicative offer was reported at $57.00/kg Mo in-warehouse Rotterdam.

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This rationale applies to data code MMAFO00.

Platts US MW Aluminum Transaction Premium Assessment Daily Rationale

The Platts spot 99.7% P1020 US Aluminum Transaction Premium was assessed at 74.45 cents/lb plus LME cash, delivered Midwest, net-30-day payment terms, Sept. 19, up from 73.95 cents/lb previously.

Three transactions took place during the Platts Market on Close assessment process, resulting from consecutive bids by a consumer at 74.45 cents/lb over the LME average Sept. 26-Oct. 19, 100 mt, net-30-day payment terms. Two of those bids were re-bids, showcasing repeatability at 74.45 cents/lb.

Two transactions took place between the consumer and Gunvor SA, with another transaction between the consumer and ARG International.

The range of indicative values heard on the day was 72-78 cents/lb.

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This rationale applies to the market data symbol MMAKE00.

No market data was excluded from the Sept. 19 assessment.

Platts EMEA Aluminum IW Rotterdam Premiums Daily Rationale

The Platts Daily Aluminum Duty Paid In-Warehouse Rotterdam Premium was assessed at a midpoint of $240/mt on Sept. 19, stable on the day.

Platts assessed the range at $235-$245/mt Duty Paid IW Rotterdam, stable on the day.

A tradable range was heard at $230-$245/mt Duty Paid IW Rotterdam.

The Platts Daily Aluminum Duty Unpaid In-Warehouse Rotterdam Premium was assessed at a midpoint of $162.50/mt on Sept. 19, stable on the day.

Platts assessed the range at $150-$175/mt Duty Unpaid IW Rotterdam, stable on the day.

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No data was excluded from the assessments.
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This rationale applies to symbol(s) <AALVE00> <AALVI00>

Platts EMEA Cobalt Metal Daily Rationale

Platts assessed European Cobalt Metal 99.8% mixed-use basket A in-warehouse Rotterdam at $15.90/lb on Sept. 19, unchanged from the previous assessment on Sept. 18.

Tradable values were reported in the high $15s-$16/lb IW Rotterdam.

Platts assessed European Cobalt Metal 99.8% mixed-use basket B IW Rotterdam at $15.90/lb on Sept. 19, unchanged from the previous assessment on Sept. 18.

Tradable values were reported in the high $15s-$16/lb IW Rotterdam.

Platts assessed European Cobalt Metal 99.8% alloy-use IW Rotterdam at $19/lb on Sept. 19, unchanged from the previous assessment on Sept. 18.

Tradable levels were reported at $19-$19.50/lb IW Rotterdam.

No data was excluded from the assessment.

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Marketplace

Nonferrous Heards

Below is a sample of Heards previously published by Platts, part of S&P Global Commodity Insights, throughout the trading day. To view Heards in real time, please access live-feed fixed pages or Platts Connect: https://plattsconnect.spglobal.com/.

Sept. 19

Platts Aluminum, US: 99.7% P1020: DDP US average-freight Midwest: TRADE CONFIRMED: Gunvor SA wants Company A (consumer) bid at 74.45 cents/lb over LME average Sept. 26-Oct. 19, 100 mt, delivery via truck Sept. 26-Oct. 19, non-Russian LME-deliverable t-bar/low-profile sow shape at seller's option, net-30-day payment terms

Platts Aluminum, US: 99.7% P1020: DDP US average-freight Midwest: TRADE CONFIRMED: Gunvor SA wants Company A (consumer) bid at 74.45 cents/lb over LME average Sept. 26-Oct. 19, 100 mt, delivery via truck Sept. 26-Oct. 19, non-Russian LME-deliverable t-bar/low-profile sow shape at seller's option, net-30-day payment terms

Platts Aluminum, US: 99.7% P1020: Delivered US Midwest: Bid/ask spread heard at 72-78 cents/lb over LME cash settlement, spot delivery, net-30: trader

Platts Aluminum, US: 99.7% P1020: Delivered US Midwest: Indicative value heard at 75 cents/lb over LME cash settlement, spot delivery, net-30: trader

Platts Aluminum, US: 99.7% P1020: DDP US average-freight Midwest: TRADE CONFIRMED: ARG International wants Company A (consumer) bid at 74.45 cents/lb over LME average Sept. 26-Oct. 19, 100 mt, delivery via truck Sept. 26-Oct. 19, non-Russian LME-deliverable t-bar/low-profile sow shape at seller's option, net-30-day payment terms

Platts Aluminum, P1020/P1020A Good Western origin: Tradable Value Sept. 19 for October loading at $50s/mt CIF Japan MJP (October QP): trader

Platts Alumina: FOB Australia: Tradable levels heard Sept. 19 at $322/mt, 30-35kt, 14-60 days forward, LC 30 days: producer

Platts Alumina: FOB Australia – Intraday value at $322/mt

Platts Alumina: FOB Australia: Tradable levels heard Sept. 19 at $315-$320/mt, 30-35kt, 14-60 days loading, LC 30 days: producer

Platts Alumina: FOB Australia: Tradable levels heard Sept. 19 at $320-$321/mt, 30-35kt, 14-60 days forward, LC 30 days: producer

Platts Alumina, Australia: December loading 30kt Australian alumina trades Sept. 19 at $327/mt FOB Western Australia, open credit 30 days after BL date: producer sold to trader

Platts Alumina: FOB Australia: Tradable levels heard Sept. 19 at $315-$320/mt, 30-35kt, loading 14-60 days forward, LC 30 days: consumer

Platts molybdenum, Mo oxide powder: Deal reported on Sept. 19 at $25.15/lb Mo, 20 mt, in-warehouse Busan, prompt delivery: seller source

Platts molybdenum, Mo oxide powder: Deal reported on Sept. 19 at $25.05/lb Mo, 20 mt, in-warehouse Busan, prompt delivery: seller source

Platts molybdenum, Mo oxide powder: Deal reported on Sept. 19 at $25.10/lb Mo, 20 mt, in-warehouse Busan, prompt delivery: seller source

Platts molybdenum, Mo oxide powder: Offer reported Sept. 19 at $25.2/lb Mo, in-warehouse Busan, prompt: seller source

Platts molybdenum, Mo oxide powder: Second-hand deal reported Sept. 19 at $25.1/lb Mo, in-warehouse Busan, prompt: trader source

Platts molybdenum, Mo oxide powder: Deal reported Sept. 19 at $25.05/lb Mo, 20mt, in-warehouse Busan, prompt: trader source

Subscriber Notes

Platts to discontinue the Global Recycled Packaging Index from Dec. 19, 2025

Platts, part of S&P Global Commodity Insights, will discontinue Platts Global Recycled Packaging Index (ARPGI00) and the corresponding monthly average (ARPGI03) effective Dec. 19, 2025.

This is a daily weighted average index representing the global physical price of some of Platts' key recycled material assessments used across the consumer packaging sector.

The index weightings are determined by the market value of the commodity relative to the total market value of all the commodities represented in this index.

Platts will discontinue this index with a view to replacing it with a more representative index featuring fewer components for the recycled packaging sector. Market feedback indicates that

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the current focus is on granular, destination-specific pricing.

Platts will notify subscribers of the replacement of this index through the publication of subscriber notes.

This decision does not affect any of the underlying recycled assessments.

Please send all feedback, comments, or questions to **pricegroup@spglobal.com.**

For written comments, please provide a clear indication if comments are not intended for publication by Platts for public viewing. Platts will consider all comments received and will make comments not marked as confidential available upon request.

Platts to launch CIF South Korea black mass assessments

Platts, part of S&P Global Commodity Insights, will launch weekly CIF South Korea black mass spot price assessments effective Oct. 2, 2025.

These assessments seek to bring greater pricing transparency to a market where black mass recycling capacity has been growing. South Korea has become a key buyer of black mass, importing an average of 2,116 mt/month in the first half of 2025, according to data from S&P Global Market Intelligence Global Trade Analytics Suite.

The new assessments will complement Platts existing black mass assessments in China, Europe, and the US, and further expand Platts coverage of the global recycling supply chain for battery raw materials.

Platts will launch assessments for two categories of nickel-cobalt (Ni-Co) black mass – high-nickel and medium-nickel – alongside lithium-cobalt-oxide (LCO) assessments. High-nickel black mass is typically derived from batteries with a nickel-manganese-cobalt (NMC) 811 chemistry, while mid-nickel black mass is typically from batteries of NMC 532 and 622 chemistries. Market research has shown that South Korea's black mass demand is predominantly for nickel-cobalt containing batteries from both battery production scrap and end-of-life lithium-ion batteries, followed by LCO batteries.

The new assessments will reflect the following specifications:

The basis quality specifications will reflect typical specifications rather than minimum as initially proposed, and Platts may normalize information on cargoes with differing specifications to the stated specifications.

Black mass of all origins meeting these specifications will be considered, and other grades may be normalized back to Platts basis specifications.

The calculated price for Ni-Co black mass CIF South Korea, applicable to both high- and mid-nickel black mass, will be the sum of the following three components:

- Calculated lithium component = Ni-Co black mass CIF South

Assessment	Symbol (Monthly average)	Quality	Volume	Dimensions	Location	Timing	Payment Terms
High-nickel Ni-Co Black Mass CIF South Korea Lithium Payable (%)	NBMMA00 (NBMMA03)	Li 3.5%, Co 3%, Ni 24%; Less than 3% combined Cu, Al, Fe	Min 1 container	Powder packed in bags	Busan, South Korea	15-60 days	TT 30 days
High-nickel Ni-Co Black Mass CIF South Korea Nickel Payable (%)	NBMMB00 (NBMMB03)	Li 3.5%, Co 3%, Ni 24%; Less than 3% combined Cu, Al, Fe	Min 1 container	Powder packed in bags	Busan, South Korea	15-60 days	TT 30days
High-nickel Ni-Co Black Mass CIF South Korea Cobalt Payable (%)	NBMMC00 (NBMMC03)	Li 3.5%, Co 3%, Ni 24%; Less than 3% combined Cu, Al, Fe	Min 1 container	Powder packed in bags	Busan, South Korea	15-60 days	TT 30 days
High-nickel Ni-Co Black Mass CIF South Korea Calculated Price ($/mt)	NBMMD00 (NBMMD03)	Li 3.5%, Co 3%, Ni 24%; Less than 3% combined Cu, Al, Fe	Min 1 container	Powder packed in bags	Busan, South Korea	15-60 days	TT 30 days
Mid-nickel Ni-Co Black Mass CIF South Korea Lithium Payable (%)	NBMME00 (NBMME03)	Li 3.5%, Co 6%, Ni 15%; Less than 3% combined Cu, Al, Fe	Min 1 container	Powder packed in bags	Busan, South Korea	15-60 days	TT 30 days
Mid-nickel Ni-Co Black Mass CIF South Korea Nickel Payable (%)	NBMMF00 (NBMMF03)	Li 3.5%, Co 6%, Ni 15%; Less than 3% combined Cu, Al, Fe	Min 1 container	Powder packed in bags	Busan, South Korea	15-60 days	TT 30 days
Mid-nickel Ni-Co Black Mass CIF South Korea Cobalt Payable (%)	NBMMG00 (NBMMG03)	Li 3.5%, Co 6%, Ni 15%; Less than 3% combined Cu, Al, Fe	Min 1 container	Powder packed in bags	Busan, South Korea	15-60 days	TT 30 days
Mid-nickel Ni-Co Black Mass CIF South Korea Calculated Price ($/mt)	NBMMH00 (NBMMH03)	Li 3.5%, Co 6%, Ni 15%; Less than 3% combined Cu, Al, Fe	Min 1 container	Powder packed in bags	Busan, South Korea	15-60 days	TT 30 days
LCO Black Mass CIF South Korea Lithium Payable (%)	LBMMI00 (LBMMI03)	Li 3%, Co 25%; Less than 3% combined Cu, Al, Fe	Min 1 container	Powder packed in bags	Busan, South Korea	15-60 days	TT 30 days
LCO Black Mass CIF South Korea Cobalt Payable (%)	LBMMJ00 (LBMMJ03)	Li 3%, Co 25%; Less than 3% combined Cu, Al, Fe	Min 1 container	Powder packed in bags	Busan, South Korea	15-60 days	TT 30 days
LCO Black Mass CIF South Korea Calculated Price ($/mt)	LBMMK00 (LBMMK03)	Li 3%, Co 25%; Less than 3% combined Cu, Al, Fe	Min 1 container	Powder packed in bags	Busan, South Korea	15-60 days	TT 30 days

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Korea lithium payable x Platts Lithium Carbonate CIF North Asia (BATLC04)/ lithium metal conversion factor x lithium base content

- Calculated cobalt component = Ni-Co black mass CIF South Korea cobalt payable x Platts European Cobalt Metal 99.8% mixed-use basket B (MMAIK00) x cobalt base content
- Calculated nickel component = Ni-Co black mass CIF South Korea nickel payable x LME Nickel official cash monthly average (M-1; LMABF02) x nickel base content

The conversion factor from lithium carbonate to lithium metal is 0.19.

The calculated price for LCO black mass CIF South Korea will be the sum of the following two components:

- Calculated lithium component = LCO Black Mass CIF South Korea lithium payable x Platts Lithium Carbonate CIF North Asia (BATLC04)/ lithium metal conversion factor x lithium base content
- Calculated cobalt component = LCO Black Mass CIF South Korea cobalt payable x Platts European Cobalt Metal 99.8% mixed-use basket B (MMAIK00) x cobalt base content

The weekly price assessments will be published every Thursday with a 4:30pm Singapore (0830 GMT) timestamp.

Platts first proposed to launch the assessments Aug. 19 in a subscriber note available here .

The assessments and associated monthly averages will be published in Platts Metals Daily, Platts Nonferrous Metals Alerts, in the Platts Battery Metals Market Report and in the Platts price database.

Please send feedback, comments, and questions to battery_metals@spglobal.com and pricegroup@spglobal.com.

For written comments, please provide a clear indication if comments are not intended for publication by Platts for public viewing. Platts will consider all comments received and will make comments not marked as confidential available upon request.

Platts makes minimum volume, lot size adjustments for US aluminum premium assessments

- Minimum volume aligns to most commonly observed 100-1,000 mt volume specification
- Introduction of standard lot size for MOC increments aligned to typical practice

Platts, part of S&P Global Commodity Insights, has adjusted the minimum volume specification for its US aluminum premium assessments, including the Midwest Transaction Premium, to 100 mt, effective Sept. 1, 2025.

The minimum volume update aligns to the typical volume range of 100-1,000 mt reflected in Platts specifications and with volumes published in transparent bids, offers and trades in the Platts Market on Close assessment process.

Additionally, Platts has introduced incremental volume lot sizes of 20 mt for bids, offers and trades in the MOC after the 100 mt minimum has been reached, also effective Sept. 1, 2025, consistent with typical trading increments observed within the 100-1,000 mt volume range.

Minimum volume

The volume specification reflected in Platts US aluminum premium assessments is now a minimum of 100 mt and a maximum of 1,000 mt, amended from the previous "minimum full 45,000 lb truckloads" (equivalent to around 20 mt). Volumes under 100 mt and above 1,000 mt may be considered for assessment purposes and normalized to the typical specification.

The adjustment impacts the following assessments:

Assessment name	Symbol
US Aluminum Transaction Premium	MMAKE00
US Low-Carbon Aluminum Premium (US LCAP)	ALCRA00
US Aluminum Net-Cash Premium	MMACN00
Aluminum P1020 MW US Transaction Premium (Implied Duty Unpaid)	MMOFU00

The revised volume specification also applies to associated all-in calculations.

Lot size

Bids, offers and trades reported in the US aluminum MOC are published in multiples of 20 mt above the 100 mt minimum volume specification.

This lot size aligns with the current practice in the physical spot market, and is being added to Platts Market on Close assessment process timing and increment guidelines.

Platts first proposed these adjustments on May 16 in a subscriber note available here.

Platts extended the feedback period for the proposed changes and updated the proposed implementation date on June 25 in a subscriber note found here. Following market feedback, Platts revised the volume lot increment from the 25 mt initially proposed and confirmed the minimum volume update in a subscriber note published Aug. 1, available here.

Platts MOC timing and increments guidelines are available here.

Full US aluminum assessment specifications can be found in Platts non-ferrous metals specifications guide.

The assessments are published in Platts Metals Daily and Metals Week, on fixed pages PMA/MTL412 and 413 and in the Platts price database under the codes listed above.

Please send all comments or questions to aluminum@spglobal.com and pricegroup@spglobal.com.

For written comments, please provide a clear indication if comments are not intended for publication by Platts for public viewing. Platts will consider all comments received and will make comments not marked as confidential available upon request.

Platts launches SpodIX, new spodumene concentrate CIF China assessment reflecting 6.0% lithium oxide pricing basis

- Daily assessment reflects 6.0% Li2O pricing basis, larger volume specification
- 0.1% FOB Australia differential applies to wider range of 5.0-6.0% concentrate

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Assessment description	Symbol (Monthly average)	Pricing basis	Quality	Quantity	Dimensions	Location	Timing	Payment Terms
SpodIX CIF China $/mt	SPODI00 (SPODI03)	6.0% Li2O	5.0%-6.0% Li2O, iron oxide max 2%, mica max 2%	10,000 mt	Powder shipped in bulk	Zhenjiang, Jiangsu province	Arrival 15-60 days forward	Letter of credit at sight

Platts, part of S&P Global Commodity Insights, has launched SpodIX (SPODI00), a new daily CIF China spodumene concentrate spot price assessment reflecting 6.0% lithium oxide pricing basis, effective Sept. 1.

The assessment launch follows market feedback confirming a practice of negotiating and concluding spot transactions for spodumene concentrate with lithium oxide content between 5.0% and 6.0% on a 6.0% pricing basis.

SpodIX CIF China assessment

The new SpodIX CIF China assessment reflects typical pricing basis applied to Chinese imports and captures larger volumes shipped in dry bulk vessels.

It complements Platts existing 5.5% lithium spodumene CIF China assessment (BATLS00), for which the volume specification more closely reflects containerized shipments.

SpodIX has the above basis specifications:

The new assessment considers information reported to Platts for spodumene concentrate with lithium oxide content of 5.0%-6.0%. Datapoints are normalized to a 6.0% pricing basis assuming a linear adjustment for the value of each 0.1% of lithium oxide within the range, in line with market practice.

Information reported on bulk cargoes with volumes above 10,000 mt may be normalized to the quantity specification.

Platts additionally specifies the following typical brands reflected in the assessment:

- Kathleen Valley
- Mount Holland
- North American Lithium
- Pilgangoora
- Wodgina

Platts considers these mainstream seaborne spot brands in its assessment process and may normalize information reported on other brands to the basis specifications.

The new SpodIX assessment reflects a time stamp of 4:30 pm in Singapore.

Quality differential

Separately, based on market feedback, Platts has widened the range of its existing 0.1% lithium differential on an FOB Australia basis. Effective Sept. 1, the differential applies to concentrates with lithium oxide content of 5.0%-6.0%, revised from 5.5%-6.0%.

The quality specification is updated as follows:

Assessment description	Symbol (Monthly average)	Quality specification from Sept. 1
Lithium Spodumene 0.1% differential to Spodumene 6.0% FOB Australia $/mt	BATSS00 (BATSS03)	5.0%-6.0% Li2O, iron oxide max 2%, mica max 2%

All other specifications remain unchanged.

The new launch and updated quality differential were first proposed in a subscriber note published Aug. 8, available here . Following market feedback, Platts communicated the addition of typical seaborne spot brand specifications for the SpodIX assessment in a subscriber note published Aug. 27, available here .

Platts spot price assessments consider market information reported to Platts and published throughout the day, including firm bids and offers, transactions and indications, as well as any other data deemed relevant to the assessment process. Relevant information may be normalized for assessment purposes.

Full specifications for Platts spodumene assessments can be found in the specifications guide for Global Nonferrous Metals .

The new SpodIX assessment and its monthly average are published on Platts Metals Daily, Battery Metals Market Report, in the Platts price database and on Platts Nonferrous Metals Alert pages MTL/PMA8888 and 8880, alongside Platts full suite of battery materials assessments.

Please send any feedback, comments and questions to battery_metals@spglobal.com and pricegroup@spglobal.com.

For written comments, please provide a clear indication if comments are not intended for publication by Platts for public viewing. Platts will consider all comments received and will make comments not marked as confidential available upon request.

Platts changes brand list for European cobalt assessments

Platts, part of S&P Global Commodity Insights, has started to include Lygend cut cathodes in its European Cobalt Metal 99.8% Mixed-Use Basket B assessment, while the Jinchuan brand has been removed from the European Cobalt Metal 99.8% Alloy Use assessment, effective Sept. 1.

Jinchuan is seldom reported to be traded in the European spot market, and recent indications for this brand have been presented at considerable discounts compared with other Alloy-Use brands.

For the Mixed-Use Basket B assessment (symbol MMAIK00), Platts considers the following list of cobalt metal brands:

- CTT broken cathodes
- Ambatovy briquettes
- Vale Long Harbor cobalt rounds 99.9%
- Murrin Murrin briquettes
- Lygend cut cathodes

For the Alloy-Use assessment (ECMAG00), Platts considers the following cobalt brands:

- Vale Port Colborne cobalt rounds 99.9%
- Sumitomo Metal Mining (SMM) cut cathodes 99.8%
- Nikkelverk cut cathodes 99.95%

For the mixed-use basket A assessment (ECMCG00), Platts

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brand list remains unchanged:

- Jiangsu KLK broken cathodes
- Huayou cut cathodes
- Hanrui cut cathodes
- Sherritt briquettes
- Nornickel Norilsk cut cathodes
- Tengyuan cathodes
- Greatpower cathodes

Other brands may be considered for the assessments and may be subject to normalization.

Following initial feedback gathered during the annual review of Platts global nonferrous specifications guide, Platts proposed brand changes in a subscriber note published on July 14 and communicated its decision to implement the updates on Aug. 4.

Platts reshaped its European cobalt assessments by publishing separate assessments for mixed-use and alloy-use cobalt on Sept. 2, 2024. Please refer to Platts global nonferrous specifications guide for more details.

The daily cobalt assessments are published on Platts Nonferrous Metals Alert pages PMA375, MTL375, PMA8888, MTL8888 and Platts Metals Daily and Platts Battery Metals Market Report. The associated weekly and monthly averages on PMA0682, MTL0682, PMA0664, MTL0664, PMA8880 and MTL8880 as well as in Platts Market Center.

Please send any comments and questions to EMEAMetalsTeam@spglobal.com and pricegroup@spglobal.com.

For written comments, please provide a clear indication if the comments are not intended for publication by Platts for public viewing.

Platts will consider all comments received and will make comments not marked as confidential available upon request.

Platts launches daily cobalt metal ex-warehouse Shanghai assessments

Platts, part of S&P Global Commodity Insights, has launched two daily spot price assessments for cobalt metal on an ex-warehouse Shanghai basis, effective Sept. 1.

The new assessments capture market activity in a key Chinese trading hub. More than 70% of the world's cobalt refining capacities are in China.

The daily assessment in Yuan/mt and conversion to $/lb complement Platts existing cobalt metal assessments in Europe and the US, cobalt sulfate and cobalt hydroxide assessments in Asia, and further expand Platts suite of battery raw materials.

The assessments reflect the following specifications:

Assessment	Symbols (Monthly average)	Type	Quality	Volume	Dimensions	Incoterm	Timing	Payment terms
Cobalt Metal Ex Warehouse Shanghai (Yuan/mt)	BATCY00 (BATCY03)	Assessment	Minimum 99.95% Co	1-20 mt	Broken cathodes, cut cathodes	Ex Warehouse Shanghai	Within 7 days	Bank payment in advance
Cobalt Metal Ex Warehouse Shanghai ($/lb)	BATCL00 (BATCL03)	Calculation	Minimum 99.95% Co	1-20 mt	Broken cathodes, cut cathodes	Ex Warehouse Shanghai	Within 7 days	Bank payment in advance

Platts considers the following cobalt metal brands based on feedback and observations of liquidity and spot volume in the Chinese market:

- Nanjing Hanrui
- Guangxi Yinyi
- Jiangsu Kailike (KLK)

Platts may normalize differing cobalt metal grades and brands to the basis specifications.

The conversion to $/lb from Yuan/mt factors in the USD-Yuan exchange rate and lb to mt unit conversion using the formula: Cobalt Metal Ex Warehouse Shanghai Yuan/mt (BATCY00) / US Dollar-Chinese Yuan (AAWFW00) / 2204.62 = Cobalt Metal Ex Warehouse Shanghai $/lb (BATCL00).

The new assessments were first proposed on July 17 in a subscriber note available here . Platts communicated the decision to launch the assessments on Aug. 4 in a subscriber note available here .

The daily price assessments reflect a 4:30 pm Singapore (0830 GMT) timestamp. The first monthly average calculations will be updated Sept. 30, reflecting the average of daily assessments published throughout September.

The assessments are published in Platts Metals Daily, Platts Nonferrous Metals Alerts, the Platts Battery Metals Market Report, and the Platts price database.

Details of Platts global cobalt assessments can be found in the specifications guide for Global Nonferrous Metals .

Please send feedback, comments, and questions to battery_metals@spglobal.com and pricegroup@spglobal.com.

For written comments, please provide a clear indication if comments are not intended for publication by Platts for public viewing. Platts will consider all comments received and will make comments not marked as confidential available upon request.

Platts proposes to launch calculated CBAM values for European aluminum

Platts, part of S&P Global Commodity Insights, proposes to launch a calculated value for the additional costs associated with the EU's Carbon Border Adjustment Mechanism (CBAM) for European aluminum premiums assessed on a duty-paid basis imported into the EU, effective Jan. 2, 2026.

CBAM requires importers of aluminum into the EU to purchase CBAM certificates for material imported from January 2026. Under European Commission regulation, CBAM certificates will be calculated as the weekly average auction price of the EU ETS Allowances (EUAs).

The proposed launch would provide additional transparency and granularity to the market through 2026, given that the requirement to purchase CBAM certificates has been delayed

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to January 2027, based on the most recent announcements from the EC.

The calculation would:

- Use the prevailing EC default carbon intensity value for unwrought aluminum with CN code 7601 (currently 2.36mt/ CO2e for 2025).
- Leverage the existing Platts EUA assessment weekly average (EADMP04).
- Account for the phase out of free allowances from 2026 through to 2034. For example, 97.5% in 2026, 95% in 2027 and ramping down to 0% by 2034.
- Account for the prevailing EC benchmark carbon intensity value (currently 1.464 mt/CO2e for 2025).
- Assume all certificates will be bought relative to the EU ETS cost and not differentiate for potential origin offsets.

More information on the existing weekly average of Platts EUA assessment can be found here .

Platts invites feedback on all aspects of this proposal, and is specifically seeking comments on the use of the EC's default value for unwrought aluminum as the carbon intensity component of the proposed calculation.

Please send feedback, comments, and questions to EMEAMetalsTeam@spglobal.com and pricegroup@spglobal.com by Oct. 17, 2025.

For written comments, please provide a clear indication if the comments are not intended for publication by Platts for public viewing. Platts will consider all comments received and will make comments not marked as confidential available upon request.

New CIF duty-unpaid Mexico primary aluminum symbols

The CIF duty-unpaid Mexico primary aluminum symbols have been created in Market Data category MM (Metals: Major).

They will appear on the following:

Publications: Metals Daily, Monthly Report and Metals Weekly Report.

Fixed Pages: Platts Metals Alert page PMA0203 and Platts Nonferrous Metals Alert page MTL0203.

They are scheduled to begin updating on March 3, 2025.

MDC	Symbol	Bates	Dec	Freq	Curr	UOM	Description
MM	MMPTA00	c	3	DW	USD	MT	CIF Mexico P1020 Aluminum Premium $/mt
MM	MMPTA03	c	3	MA	USD	MT	CIF Mexico P1020 Aluminum Premium $/mt MAvg
MM	MMPTB00	c	3	DW	USC	LB	CIF Mexico P1020 Aluminum Premium cents/lb
MM	MMPTB03	c	3	MA	USC	LB	CIF Mexico P1020 Aluminum Premium cents/lb MAvg
MM	MMPTC00	c	3	DW	USD	MT	CIF Mexico P1020 Aluminum (All-in) $/mt
MM	MMPTC03	c	3	MA	USD	MT	CIF Mexico P1020 Aluminum (All-in) $/mt MAvg
MM	MMPTD00	c	3	DW	USC	LB	CIF Mexico P1020 Aluminum (All-in) cents/lb
MM	MMPTD03	c	3	MA	USC	LB	CIF Mexico P1020 Aluminum (All-in) cents/lb MAvg

Please follow the link below for further details:

https://www.spglobal.com/commodity-insights/en/pricing-benchmarks/our-methodology/subscriber-notes/021125-platts-proposes-new-daily-cif-duty-unpaid-mexico-primary-aluminum-assessments

If you have any comments or questions about this announcement, please contact S&P Global Commodity Insights Client Services or email CI.support@spglobal.com.

Platts aligns mixed hydroxide precipitate CIF North Asia payable assessments to two decimal places

- MHP daily payables assessments to reflect two decimal places
- Change aligns fixed pages, publications with Platts price database
- Monthly average calculations to move to two decimal places from whole numbers

Platts, part of S&P Global Commodity Insights, has aligned its daily mixed hydroxide precipitate (MHP) CIF North Asia assessments on a payable basis to be published to two decimal places across its price database, fixed pages and PDF publications, effective Dec. 9.

Platts is additionally increasing the number of decimal places reflected in its monthly average calculations to two, from zero currently, having observed a growing number of daily MHP payables from spot transactions, bids and offers reported with decimal places in recent months. December will be the first month to reflect the change in monthly average values.

The affected assessments and related symbols are as follows:

Assessment	Symbol
MHP CIF North Asia, payables basis to LME nickel	BATMD00
MHP CIF North Asia, payables basis Platts nickel sulfate DDP China	BATMB00
MHP CIF North Asia Payable Basis LME Nickel	BATMD03 (Monthly Average)
MHP CIF North Asia, payables basis Platts nickel sulfate DDP China	BATMB03 (Monthly Average)

The assessment specifications remain unchanged.

The assessments are published on MTL/PMA8880 and MTL/PMA8888 in Platts Metals Alert and Platts Non-Ferrous Metals Alert, as well as in the Metals Daily and Platts Battery Metals Market Report publications.

Please send any feedback, comments or questions to battery_metals@spglobal.com and pricegroup@spglobal.com.

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Primary Aluminum

	Symbol		Change	Date assessed
Alumina				
PAX FOB Australia ($/mt)	MMWAU00	322.000	-1.000	19-Sep
PAX FOB Brazil–Aus differential ($/mt)	MMWAD04	29.000	4.000	18-Sep
PAX CIF China (Yuan/mt)	MMACA00	2460.320	-6.330	19-Sep
PAX CIF China ($/mt)	MMALZ00	345.900	-1.100	19-Sep
China Ex-works (Yuan/mt)	MMXCY00	2945.000	5.000	19-Sep
China Ex-works ($/mt)	MMXWC00	414.040	0.450	19-Sep
Dry bulk freight: Aus-China Handysize ($/mt)	MMACH00	23.900	-0.100	19-Sep
Aluminum				
MW US Transaction premium (¢/lb)	MMAKE00	74.450	0.500	19-Sep
MW US Transaction premium ($/mt)	MMATP00	1641.340	11.024	19-Sep
MW US Transaction (¢/lb)	MMAAF10	196.444	0.341	19-Sep
US Aluminum all-in (basis CME) (¢/lb)	ALINA00	190.558	-0.374	19-Sep
US Aluminum all-in (basis CME) ($/mt)	ALINB00	4201.080	-8.245	19-Sep
US-LCAP Transaction (All-in) (¢/lb)	ALCRB00	196.444	0.341	19-Sep
US-LCAP Transaction (All-in) ($/mt)	ALCRE00	4330.844	7.518	19-Sep
US-LCAP All-in (Basis CME) (¢/lb)	ALCRC00	190.558	-0.374	19-Sep
US-LCAP All-in (Basis CME) ($/mt)	ALCRF00	4201.080	-8.245	19-Sep
MW US Net-Cash premium (¢/lb)	MMACN00	73.450	0.500	19-Sep
US P1020 Duty Freight Factor ($/mt)	AFLSA00	105.000	0.000	19-Sep
US P1020 Duty Freight Factor (¢/lb)	AFLSB00	4.763	0.000	19-Sep
US P1020 Import Duty (¢/lb)	MMOEU00	63.894	0.114	19-Sep
MW US Transaction premium (implied duty-unpaid) (¢/lb)	MMOFU00	10.556	0.386	19-Sep
MW US Transaction price (implied duty-unpaid) (¢/lb)	MMOGU00	132.550	0.227	19-Sep
Aluminum P1020 Americas duty-unpaid premiums basket (Americas DUP) ($/mt)	MALUA00	254.181	1.879	19-Sep
Aluminum P1020 Americas duty-unpaid premiums basket (Americas DUP) (¢/lb)	MALUB00	11.529	0.085	19-Sep
MW US Market (¢/lb)	MMAAE00	195.750	0.000	19-Sep
CIF New Orleans duty-unpaid premium ($/mt)	MMODU00	220.000	0.000	19-Sep
CIF New Orleans duty-unpaid premium (¢/lb)	MMNDU00	9.979	0.000	19-Sep
CIF NOLA-MW freight (¢/lb)	MMQDU00	5.000	0.000	19-Sep
CIF NOLA-MW freight ($/mt)	MMPDU00	110.231	0.000	19-Sep
CIF NOLA-MW premium diff (¢/lb)	MMNOL00	64.471	0.500	19-Sep
CIF Mexico P1020 premium ($/mt)	MMPTA00	320.000	0.000	19-Sep
CIF Mexico P1020 premium (¢/lb)	MMPTB00	14.515	0.000	19-Sep
CIF Mexico P1020 Aluminum (All-in) ($/mt)	MMPTC00	3009.500	-3.500	19-Sep
CIF Mexico P1020 Aluminum (All-in) (¢/lb)	MMPTD00	136.509	-0.159	19-Sep
Duty unpaid in-warehouse Rotterdam premium ($/mt)	AALVI00	150.000-175.000	0.000/0.000	19-Sep
Duty paid in-warehouse Rotterdam premium ($/mt)	AALVE00	235.000-245.000	0.000/0.000	19-Sep
Billet 6060/6063 DDP Germany ($/mt)	ABGEA04	513.000	0.000	19-Sep
Billet 6060/6063 DDP Italy ($/mt)	ABITA04	515.000	0.000	19-Sep
Aluminum CFR China All-in Import Price ($/mt)	MMBAA00	3122.410	2.540	19-Sep
CIF Japan premium ($/mt)	MMANA00	58.000-58.000	0.000/0.000	19-Sep
CIF Japan premium Q3 ($/mt)	AAFGA00	108.000-108.000	0.000/0.000	19-Sep
CIF Japan Fixed Price Equivalent ($/mt)	MMJAL00	2747.50-2747.50	-3.50/-3.50	19-Sep
CIF Japan Quarter Fixed Price Equivalent ($/mt)	MMJAQ00	2797.50-2797.50	-3.50/-3.50	19-Sep
CIF Major Asian Port (MAP) P1020 Premium	AAFGG00	63.00	0.00	19-Sep
Low-Emissions/Carbon-Accounted Aluminum				
Low-carbon Aluminum price duty unpaid in-warehouse Rotterdam ($/mt)	LALVI00	160.000-185.000	0.000/0.000	19-Sep
LCAP duty unpaid in-warehouse Rotterdam ($/mt)	LCARB00	10.00	0.00	19-Sep
Zero-carbon Aluminum price duty unpaid in-warehouse Rotterdam ($/mt)	ZALVI00	248.000-273.000	0.400/0.400	19-Sep
ZCAP duty unpaid in-warehouse Rotterdam ($/mt)	LCARD00	98.00	0.40	19-Sep
Low-carbon Aluminum price duty paid in-warehouse Rotterdam ($/mt)	LALVE00	240.000-250.000	0.000/0.000	19-Sep
LCAP duty paid in-warehouse Rotterdam ($/mt)	LCARA00	5.00	0.00	19-Sep
Zero-carbon Aluminum price duty paid in-warehouse Rotterdam ($/mt)	ZALVE00	328.000-338.000	0.400/0.400	19-Sep
ZCAP duty paid in-warehouse Rotterdam ($/mt)	LCARC00	93.00	0.40	19-Sep
Low-carbon 6060/6063 Billet DDP Germany ($/mt)	LCABG00	523.00	0.00	19-Sep
Low-carbon 6060/6063 Billet DDP Italy ($/mt)	LCABI00	525.00	0.00	19-Sep
MW US Transaction-A380 Spread (¢/lb)	ALUMB00	NA	NA	19-Sep
MW US Transaction-Mill MLCCs Spread (¢/lb)	ALUMC00	NA	NA	19-Sep
MW US Transaction-UBCs Spread (¢/lb)	ALUMA04	NA	NA	19-Sep
US Low-Carbon Premium (US-LCAP) (¢/lb)	ALCRA00	0.000	NA	19-Sep
US Low-Carbon Premium (US-LCAP) ($/mt)	ALCRD00	0.000	NA	19-Sep
Japan Low-Carbon Aluminum Premium ($/mt)	JLCAA00	60.00	0.00	19-Sep
Japan Low-Carbon Aluminum Spot Price (All-in) ($/mt)	JLCAB00	2807.50	-3.50	19-Sep
Japan Low-Carbon Aluminum Quarterly Contract Price (All-in) ($/mt)	JLCAC00	2857.50	-3.50	19-Sep
Asia Low-Carbon Aluminum Premium ($/mt)	JLCAD00	54.00	0.00	19-Sep
Asia Low-Carbon Aluminum Spot Price (All-in) ($/mt)	JLCAE00	2806.50	-3.50	19-Sep

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Primary Aluminum (continued)

	Symbol		Change	Date assessed
Weekly/monthly prices				
Calcined Petroleum Coke				
FOB US Gulf Coast ($/mt)	MMXEV00	455.000–475.000	0.000/0.000	29-Aug
Caustic Soda				
FOB NE Asia ($/mt)	AAVSE04	409.000–411.000	15.000/15.000	16-Sep
CFR SE Asia ($/mt)	AAVSF04	449.000–451.000	0.000/0.000	16-Sep
Domestic East China Ex–works (Yuan/mt)	AAXDE00	829.000–831.000	-40.000/-40.000	16-Sep
FOB NWE ($/mt)	AANTF00	378.000–382.000	-40.000/-40.000	16-Sep
CFR Med ($/mt)	ACSMA04	530.000	-10.000	16-Sep
FOB US Gulf ($/mt)	AANTI00	425.000–435.000	0.000/0.000	16-Sep
Aluminum				
US Six–Months P1020 premium (¢/lb)	MMANJ04	68.500	1.500	18-Sep
US 6063 Billet Upcharge (¢/lb)	MMAKC00	14.500–16.500	0.500/0.500	18-Sep
CIF Brazil premium duty–unpaid ($/mt)	MMABP04	244.000	-1.000	19-Sep
Brazil DDP Southeast premium, low ICMS ($/mt)	MMABS04	250.000	0.000	19-Sep
Brazil DDP Southeast premium, high ICMS ($/mt)	ABRAA04	125.000	-5.000	19-Sep

Secondary Aluminum

	Symbol		Change	Date assessed
US Old Cast (¢/lb)	AAFBJ00	84.000-86.000	0.000/0.000	18-Sep
US Old Sheet (¢/lb)	AAFBL00	85.000-87.000	-1.000/-1.000	18-Sep
US Mill-Grade MLCCs (¢/lb)	AAFBP00	100.000-102.000	1.000/1.000	18-Sep
US MW Transaction-Mill MLCCs Spread (¢/lb)	ALUMC00	NA	NA	19-Sep
US Smelter-Grade MLCCs (¢/lb)	AAFBT00	87.000-89.000	0.000/0.000	18-Sep
US HG Auto Shreds (¢/lb)	AASSP00	92.000-94.000	-2.000/-2.000	18-Sep
US LG Auto Shreds (¢/lb)	AASSO00	83.000-85.000	0.000/0.000	18-Sep
US Turnings (¢/lb)	AAFCA00	85.000-87.000	0.000/0.000	18-Sep
US clean aluminum wheels (¢/lb)	ACLEA00	125.000	-1.000	19-Sep
US UBCs (used beverage cans) (¢/lb)	AAFCD00	98.000-100.000	0.750/0.750	18-Sep
US MW Transaction-UBCs Spread (¢/lb)	ALUMA04	NA	NA	19-Sep
US Painted Siding (¢/lb)	AASNW02	98.000-100.000	0.750/0.750	18-Sep
US 6063 New Bare Extrusion Scrap discount (¢/lb)	AAFCE00	28.000-32.000	0.000/0.000	18-Sep
US 6063 New Bare Extrusion Scrap (¢/lb)	AAFCF00	164.444-168.444	0.341/0.341	19-Sep
US 6022 New Bare Scrap discount (¢/lb)	AAXVM04	34.000-39.000	-1.000/-1.000	18-Sep
US 6022 New Bare Scrap (¢/lb)	AAXVM00	157.444-162.444	0.341/0.341	19-Sep
US 5052 New Bare Scrap discount (¢/lb)	ABSDB04	20.000-26.000	2.000/2.000	18-Sep
US 5052 New Bare Scrap (¢/lb)	ABSDA00	170.444-176.444	0.341/0.341	19-Sep
Brazilian UBCs (Real/kg)	SB01018	11.400-11.600	0.000/0.000	15-Sep
Brazilian Castings (Real/kg)	SB01020	13.000-14.000	0.000/0.000	15-Sep
Brazilian Profile Scrap (Real/kg)	SB01022	15.000-15.800	0.000/0.000	15-Sep
Old cast delivered NE Mexico (pesos/kg)	AAXXA04	42.500-43.500	0.500/0.500	18-Sep
– ¢/lb conversion	AAXUA04	104.872-107.339	1.996/2.014	18-Sep
Old sheet delivered NE Mexico (pesos/kg)	AAXXB04	38.000-39.000	0.000/0.000	18-Sep
– ¢/lb conversion	AAXUB04	93.768-96.235	0.690/0.707	18-Sep
UBCs delivered NE Mexico (pesos/kg)	AAXXC04	36.500-37.500	0.000/0.000	18-Sep
– ¢/lb conversion	AAXUC04	90.066-92.534	0.662/0.681	18-Sep
6063 new bare delivered NE Mexico (pesos/kg)	AAXXD04	51.000-52.000	0.000/0.000	18-Sep
– ¢/lb conversion	AAXUD04	125.846-128.314	0.925/0.944	18-Sep
MW US A380 (¢/lb)	MMAAD00	134.000-135.000	0.000/0.000	18-Sep
US MW Transaction-A380 Spread (¢/lb)	ALUMB00	NA	NA	19-Sep
MW US 319 (¢/lb)	MMAAC00	142.000-144.000	-1.000/-1.000	18-Sep
MW US Sec 356 (¢/lb)	MMAAB00	164.000-165.000	-1.000/-2.000	18-Sep
MW US A356.2 Upcharge (¢/lb)	AUMIA00	22.000	0.000	19-Sep
MW US A356.2 (All-in) (¢/lb)	AUMIB00	218.444	0.341	19-Sep
MW US F132 (¢/lb)	MMAAA00	158.000-160.000	2.000/2.000	18-Sep
MW US A413 (¢/lb)	MMWUS00	165.000-167.000	-3.000/-3.000	18-Sep
MW US B390 (¢/lb)	FAALB00	182.000-184.000	0.000/0.000	18-Sep
ADC12 FOB China ($/mt)	AAVSJ00	2480.000-2500.000	20.000/20.000	16-Sep
ADC12 Ex-works China ($/mt)	AAVSI00	2872.150-2900.310	27.400/41.480	16-Sep
Alloy 226 delivered European Works (Eur/mt)	AALVT00	2220.000-2270.000	30.000/0.000	19-Sep
Alloy 231 DDP Germany (Eur/mt)	ABLVT04	2265.000-2315.000	30.000/0.000	19-Sep
European Aluminum Scrap High Grade Auto Shreds (Eur/mt)	ANICC00	1680.000	0.000	19-Sep

Light Metals

	Symbol		Change	Date assessed
Weekly prices				
Magnesium				
MW Magnesium 93% Alloy DDP US (¢/lb)	MMAHR00	210.000-250.000	-10.000/-10.000	17-Sep
MW Magnesium 99.8% DDP US (¢/lb)	MMAHQ00	300.000-325.000	0.000/0.000	17-Sep

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Light Metals (continued)

	Symbol		Change	Date assessed
European Free Market ($/mt)	MMAIZ00	2550.000-2650.000	0.000/0.000	17-Sep
Silicon				
553 Grade delivered US Midwest (¢/lb)	MMAJM00	135.000-145.000	0.000/0.000	17-Sep
553 Grade IW EU (Eur/mt)	AAIUT00	1550.000-1700.000	50.000/50.000	17-Sep
Manganese				
Electrolytic 99.7% FOB China ($/mt)	MMAIX00	1960.000-1980.000	30.000/30.000	19-Sep
Titanium				
US Turnings 9064 (¢/lb)	MMAJZ00	2.000-2.500	0.000/0.000	18-Sep
Europe Turnings 9064 (¢/lb)	MMAJY00	2.100-2.500	0.000/0.000	18-Sep

Battery Metals

	Symbol		Change	Date assessed
Daily prices				
Lithium Carbonate				
CIF North Asia ($/mt)	BATLC04	9600	-200	19-Sep
Recycled CIF North Asia ($/mt)	BATNA00	9400	-200	19-Sep
DDP China ($/mt)	BATAM00	10333	+64	19-Sep
DDP China (Yuan/mt)	BATCA04	73500	+500	19-Sep
Recycled DDP China (Yuan/mt)	BATCN00	72700	+500	19-Sep
CIF North Asia Import Parity (Yuan/mt)	BATCP04	77370	-1560	19-Sep
CIF Europe ($/mt)	LCCIF00	9300	+0	19-Sep
DDP US ($/mt)	ALTHA00	11050	+0	19-Sep
FOB Lithium Triangle - LiT ($/mt)	BATLA00	9400	+0	19-Sep
Lithium Hydroxide				
CIF North Asia ($/mt)	BATLH04	9600	-200	19-Sep
DDP China ($/mt)	BATBM00	10404	+163	19-Sep
DDP China (Yuan/mt)	BATHY04	74000	+1200	19-Sep
CIF Europe ($/mt)	LHCIF00	9500	+0	19-Sep
DDP US ($/mt)	ALTHB00	11150	+0	19-Sep
Lithium Spodumene				
5.5% Li2O CIF China ($/mt)	BATLS00	761	+0	19-Sep
SpodIX CIF China ($/mt)	SPODI00	840.00	+0.00	19-Sep
6.0% Li2O FOB Australia ($/mt)	BATSP03	815	+0	19-Sep
0.1% differential to Spodumene 6.0% FOB Australia ($/mt)	BATSS00	13.58	+0.00	19-Sep
5.5-6.0% FOB Brazil ($/mt)	BATST00	800	+0	19-Sep
Cobalt Sulfate				
CIF North Asia ($/mt)	BATCO04	7900	+0	19-Sep
DDP China ($/mt)	BATCM00	8435	-6	19-Sep
DDP China (Yuan/mt)	BATCS04	60000	+0	19-Sep
Cobalt Hydroxide				
CIF China ($/lb)	BATCH04	14.60	+0.10	19-Sep
CIF China ($/mt)	BATCT04	32187.45	+220.46	19-Sep
Cobalt Metal				
Ex Warehouse Shanghai 99.95% (Yuan/mt)	BATCY00	274000	+0	19-Sep
Ex Warehouse Shanghai 99.95% ($/lb)	BATCL00	17.47	-0.01	19-Sep
IW Rotterdam 99.8% mixed-use basket A ($/lb)	ECMCG00	15.900	+0.000	19-Sep
IW Rotterdam 99.8% mixed-use basket B ($/lb)	MMAIK00	15.900	+0.000	19-Sep
IW Rotterdam 99.8% alloy use ($/lb)	ECMAG00	19.000	+0.000	19-Sep
99.8% US Spot Cathode ($/lb)	MMAEO00	20.750	+0.000	19-Sep
Nickel Sulfate				
DDP China (Yuan/mt)	BATNS04	28050	+0	19-Sep
DDP China ($/mt)	BATNU00	3944	-2	19-Sep
Nickel Sulfate premium CIF Northeast Asia ($/mt)	BATNB00	200	+0	19-Sep
Nickel Sulfate calculated price CIF Northeast Asia ($/mt)	BATNC00	3420	+8	19-Sep
Europe Nickel Sulfate premium IW Rotterdam ($/mt)	ANICA00	2000	+0	19-Sep
Europe Nickel Sulfate calculated price IW Rotterdam ($/mt)	ANICB00	3821	+8	19-Sep
Nickel Sulfate premium CIF US ($/mt)	ANIPB00	2600	+0	19-Sep
Nickel Sulfate calculated price CIF US ($/mt)	ANIPC00	3954	+7	19-Sep
MHP CIF North Asia basis Nickel Sulfate ($/mt)	BATME00	13016	-8	19-Sep
MHP CIF North Asia basis Nickel Sulfate (Yuan/mt)	BATMA00	92578	+0	19-Sep
MHP CIF North Asia payable basis Nickel Sulfate (%)	BATMB00	73.60	+0.00	19-Sep
MHP CIF North Asia basis LME Nickel ($/mt)	BATMC00	13071	+30	19-Sep
MHP CIF North Asia payable basis LME Nickel (%)	BATMD00	87.70	+0.20	19-Sep
Manganese Sulfate				
DDP China (Yuan/mt)	BATMS00	5600	+0	19-Sep
DDP China ($/mt)	BATMT00	787	-1	19-Sep

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Battery Metals (continued)

	Symbol		Change	Date assessed
Black Mass				
LFP black mass DDP China percent Lithium (Yuan/mt)	LBMCA00	2950	+50	19-Sep
Ni-Co Black Mass DDP China Lithium payables (%)	NBMCA00	70	-2	19-Sep
Ni-Co Black Mass DDP China Cobalt payables (%)	NBMCB00	73	+0	19-Sep
Ni-Co Black Mass DDP China Nickel payables (%)	NBMCC00	73	+0	19-Sep
Ni-Co Black Mass DDP China calculated price (Yuan/mt)	NBMCD00	29825	-176	19-Sep
Ni-Co Black Mass EXW Europe Lithium payables (%)	NBMEA00	0.00	NA	19-Sep
Ni-Co Black Mass EXW Europe Cobalt payables (%)	NBMEB00	69.00	+0.00	19-Sep
Ni-Co Black Mass EXW Europe Nickel payables (%)	NBMEC00	69.00	+0.00	19-Sep
Ni-Co Black Mass EXW Europe calculated price ($/MT)	NBMED00	2463	+3	19-Sep
Ni-Co Black Mass DDP US Lithium payables (%)	NBNEC00	0.00	NA	19-Sep
Ni-Co Black Mass DDP US Cobalt payables (%)	NBNEB00	72.00	+0.00	19-Sep
Ni-Co Black Mass DDP US Nickel payables (%)	NBNEA00	72.00	+0.00	19-Sep
Ni-Co Black Mass DDP US calculated price ($/mt)	NBNED00	2736	+2	19-Sep
Graphite				
Natural Flake Graphite 94-95% C, FOB China ($/mt)	BATAA00	405	-5	19-Sep
Natural Flake Graphite 94-95% C, CIF Northeast Asia ($/mt)	BATBA00	430	-5	19-Sep
Spherical Graphite 99.95% C, FOB China ($/mt)	BATAB00	1495	-5	19-Sep
Spherical Graphite 99.95% C, CIF Northeast Asia ($/mt)	BATBB00	1520	-5	19-Sep
Uncalcined Needle Coke DDP China (Yuan/mt)	BATCC00	5450	+0	19-Sep
Uncalcined Needle Coke DDP China (Import Parity) ($/mt)	BATIP00	652	+0	19-Sep
Cathode Active Material (CAM)				
LFP CAM China production ($/mt)	NAMAA00	4349	+15	19-Sep
LFP CAM China production ($/kWh)	NAMAQ00	9.060	+0.031	19-Sep
LFP CAM China production (Yuan/mt)	NAMAE00	30934	+126	19-Sep
LFP CAM China production (Yuan/kWh)	NAMAU00	64.446	+0.263	19-Sep
LFP CAM Europe import ($/mt)	NAMAI00	4434	+15	19-Sep
LFP CAM Europe import ($/kWh)	NAMAY00	9.237	+0.031	19-Sep
LFP CAM N America import ($/mt)	NAMAM00	4489	+5	19-Sep
LFP CAM N America import ($/kWh)	NAMBC00	9.352	+0.010	19-Sep
NMC811 CAM China production ($/mt)	NAMAB00	21870	+67	19-Sep
NMC811 CAM China production ($/kWh)	NAMAR00	29.554	+0.090	19-Sep
NMC811 CAM China production (Yuan/mt)	NAMAF00	155557	+570	19-Sep
NMC811 CAM China production (Yuan/kWh)	NAMAV00	210.212	+0.770	19-Sep
NMC811 CAM Europe import ($/mt)	NAMAJ00	21955	+67	19-Sep
NMC811 CAM Europe import ($/kWh)	NAMAZ00	29.669	+0.091	19-Sep
NMC811 CAM N America import ($/mt)	NAMAN00	22010	+57	19-Sep
NMC811 CAM N America import ($/kWh)	NAMBD00	29.743	+0.077	19-Sep
NMC622 CAM China production ($/mt)	NAMAC00	19275	+17	19-Sep
NMC622 CAM China production ($/kWh)	NAMAS00	29.768	+0.026	19-Sep
NMC622 CAM China production (Yuan/mt)	NAMAG00	137099	+204	19-Sep
NMC622 CAM China production (Yuan/kWh)	NAMAW00	211.736	+0.315	19-Sep
NMC622 CAM Europe import ($/mt)	NAMAK00	19360	+17	19-Sep
NMC622 CAM Europe import ($/kWh)	NAMBA00	29.900	+0.027	19-Sep
NMC622 CAM N America import ($/mt)	NAMAO00	19415	+7	19-Sep
NMC622 CAM N America import ($/kWh)	NAMBE00	29.985	+0.011	19-Sep

Copper

	Symbol		Change	Date assessed
Daily prices				
CIF China premium ($/mt)	MMAMK00	55.00-55.00	-3.00/-3.00	19-Sep
CIF China EQ premium ($/mt)	EQCCP00	25.00	-5.00	19-Sep
Top Brand ER differential	ACTBA00	7.00	0.00	19-Sep
SX-EW differential	ACTBB00	-5.00	0.00	19-Sep
COMEX Spot (¢/lb)	CMAAD10	456.90	2.80	19-Sep
Clean Copper Concentrates ($/mt)	PCCCA00	2661.00	1.00	19-Sep
Clean Copper Concentrate Treatment Charge ($/mt)	PCCCB00	-41.20	-0.20	19-Sep
Clean Copper Concentrate Refining Charge (¢/lb)	PCCCC00	-4.12	-0.02	19-Sep
Clean Copper Concentrate Producer-Trader Treatment Charge Differential ($/mt)	PCCCG00	-38.80	0.20	19-Sep
Clean Copper Concentrate Producer-Trader Refining Charge Differential (¢/lb)	PCCCH00	-3.88	0.02	19-Sep
Weekly prices				
NY Dealer premium cathodes (¢/lb)	MMACP00	2.00-8.00	0.00/0.00	16-Sep
MW No.1 Burnt Scrap Disc (Scrap) (¢/lb)	MMACJ10	35.00	5.00	16-Sep
MW No.1 Bare Bright Disc (Scrap) (¢/lb)	MMACL10	25.00	5.00	16-Sep
MW No.2 Scrap Disc (¢/lb)	MMACN10	48.00	3.00	16-Sep

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Bulk Ferroalloys

	Symbol		Change	Date assessed
Daily prices				
Nickel Ore				
Low-grade Nickel Ore CIF China ($/wmt)	ANINO00	42.00	0.00	19-Sep
High-grade Nickel Ore CIF China ($/wmt)	ANIOC00	64.00	0.00	19-Sep
Nickel Pig Iron (NPI)				
NPI FOB Indonesia ($/mtu)	ANIPA00	117.400	0.000	19-Sep
Weekly prices				
Manganese Ore				
36% Mn Ore CIF Tianjin ($/dmtu)	AAXRX00	4.050	0.050	19-Sep
44% Mn Ore CIF Tianjin ($/dmtu)	AAWER00	4.430	0.000	19-Sep
Iron Differential per 1% (\> 40% Mn Ore)	FAWER04	0.200	0.000	19-Sep
Silica Differential per 1% (\> 40% Mn Ore)	SAWER04	-0.026	0.000	19-Sep
Ferrochrome				
Charge Chrome 48-52% in-warehouse US (¢/lb)	MMAEX00	140.000-145.000	5.000/5.000	17-Sep
Charge Chrome 52% DDP Europe (¢/lb)	MMAIP00	130.000-133.000	0.000/0.000	17-Sep
Charge Chrome 48-52% CIF China (¢/lb)	CCXIC04	95.000-97.000	0.500/1.500	17-Sep
65% High Carbon in-warehouse US (¢/lb)	MMAFA00	155.000-170.000	15.000/15.000	17-Sep
65%-68% High Carbon DDP Europe (¢/lb)	MMAIQ00	149.000-165.000	2.000/5.000	17-Sep
60%-65% High Carbon Spot CIF Japan (¢/lb)	MMAEW00	99.000-101.000	-2.000/-2.000	17-Sep
58%-60% High Carbon CIF China (¢/lb)	SB01103	95.000-97.000	0.500/1.500	17-Sep
Low Carbon 0.10% in-warehouse US (¢/lb)	MMAIM00	275.000-280.000	0.000/0.000	17-Sep
Low-Carbon 0.10% C, 65-70% Cr DDP NWE (¢/lb)	MMAIL00	233.000	7.000	17-Sep
Low-Carbon 0.10% C, 60-64.99% Cr DDP NWE (¢/lb)	FLCDA00	210.000	15.000	17-Sep
Low Carbon 0.15% in-warehouse US (¢/lb)	MMANR00	260.000-270.000	0.000/0.000	17-Sep
Low Carbon 0.05% in-warehouse US (¢/lb)	MMAFC00	350.000-355.000	0.000/0.000	17-Sep
Ferromanganese				
High Carbon 76% in-warehouse US ($/long ton)	MMAFH00	1225.000-1300.000	0.000/0.000	17-Sep
High Carbon 76% DDP NW Europe (Eur/mt)	AFERA04	975.000-1050.000	0.000/0.000	17-Sep
Medium Carbon 85% in-warehouse US (¢/lb)	MMAFK00	118.000-120.000	0.000/0.000	17-Sep
Silicomanganese				
65% Mn in-warehouse US (¢/lb)	MMAGR00	62.000-63.000	0.000/0.000	17-Sep
65% Mn CIF Japan ($/mt)	MMAJG00	910.000-930.000	-10.000/-5.000	17-Sep
65:16 DDP NW Europe (Eur/mt)	AAITQ00	1000.000-1100.000	0.000/0.000	17-Sep
Ferrosilicon				
75% Si in-warehouse US (¢/lb)	MMAFT00	135.000-150.000	0.000/0.000	17-Sep
75% Si CIF Japan ($/mt)	MMAJP00	1075.000-1090.000	0.000/0.000	17-Sep
75% Si FOB China ($/mt)	MMAKB00	1070.000-1080.000	0.000/0.000	17-Sep
75% Std DDP NW Europe (Eur/mt)	AAIUR00	1300.000-1360.000	0.000/0.000	17-Sep

Noble Alloys

	Symbol		Change	Date assessed
Daily prices				
Molybdenum				
Daily Dealer Oxide ($/lb)	MMAYQ00	25.050-25.150	0.050/-0.050	19-Sep
Ferromolybdenum				
MW European 65% Ferromolybdenum ($/kg)	MMAFO00	57.000-57.500	0.000/0.000	19-Sep
Weekly prices				
Molybdenum				
Oxide Daily Dealer Wkl Avg.($/lb)	MMAGQ00	25.080-25.270	-0.360/-0.470	19-Sep
MW US FeMo ($/lb)	MMAFQ00	30.400-30.500	0.000/0.000	18-Sep
60% Ferromolybdenum FOB China ($/kg)	MMAFP00	65.400-65.900	-1.500/-1.400	18-Sep
60% Ferromolybdenum CIF Asia ($/kg)	MMAFM00	57.500-58.500	-1.600/-1.400	18-Sep
Ferrovanadium				
US Free Market V205 ($/lb)	MMAGD00	9.000-10.000	0.000/0.000	18-Sep
US Ferrovanadium, 80% V ($/lb)	MMAFY00	13.500-13.700	0.000/0.000	18-Sep
Europe Ferrovanadium, 80% V ($/Kg)	MMAYY04	23.500-23.800	0.050/0.250	18-Sep
Titanium				
MW US Turnings 9064 ($/lb)	MMAJZ00	2.000-2.500	0.000/0.000	18-Sep
Europe Turnings 9064 ($/lb)	MMAJY00	2.100-2.500	0.000-0.000	18-Sep
Ferrotitanium				
MW US Ferrotitanium 70% Ti ($/lb)	MMAJX00	2.500-2.700	0.000/0.000	18-Sep
Europe Ferrotitanium 70% Ti ($/kg)	MMAJW00	5.900-6.500	0.000/0.000	18-Sep

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Other Steel Inputs

	Symbol		Change	Date assessed
Weekly prices				
Nickel				
NY Dealer Cathode ($/lb)	MMAAQ00	7.397-7.399	0.093/0.090	18-Sep
NY Dealer Melt ($/lb)	MMAAS00	7.397-7.399	0.093/0.090	18-Sep
NY Dealer Plate ($/lb)	MMAAU00	7.097-7.099	0.093/0.090	18-Sep
Cathode premium Spot US (¢/lb)	MMAZM04	55.000	0.000	18-Sep
Melt premium US (¢/lb)	MMAZI04	55.000	0.000	18-Sep
Plate premium Spot US (¢/lb)	MMAZK04	25.000	0.000	18-Sep
Plating Grade premium IW Rotterdam ($/mt)	MMAYO04	300.000-400.000	25.000/50.000	19-Sep
Uncut Cathode IW Rotterdam ($/mt)	MMAYP04	200.000-250.000	50.000/25.000	19-Sep
Briquette premium IW Rotterdam ($/mt)	AALWJ00	300.000-400.000	0.000/0.000	19-Sep
Stainless Steel Scrap				
Scrap NA Free Market 18-8 ($/lt)	AALDQ00	1165.000-1188.000	0.000/—22.000	18-Sep
EU CIF Rotterdam 18-8 (Eur/mt)*	CASSR00	1010.000	10.000	19-Sep
EU CIF Rotterdam 18-8 ($/mt)*	CASSS00	1186.040	7.340	19-Sep
Manganese				
Electrolytic 99.7% FOB China ($/mt)	MMAIX00	1960.000-1980.000	30.000/30.000	19-Sep

*Daily frequency.

Other Base Metals

			Change	Date assessed
Daily prices				
Lead				
North American Market (¢/lb)	MMALF01	108.086	-0.226	19-Sep
Twice weekly prices				
Tin				
Tin MW Dealer (¢/lb)	MMAAW10	1579.000	-54.000	18-Sep
Weekly prices				
Zinc				
MW SHG premium (¢/lb)	MMAYH00	19.000	0.000	18-Sep
MW Galv. premium (¢/lb)	MMAYI00	19.000	0.000	18-Sep
MW Alloy No. 3 premium (¢/lb)	MMAYJ00	42.000	0.000	18-Sep
Lead				
North American Premium (¢/lb)	MMXCD00	19.000	0.000	16-Sep
Used lead-acid batteries US Midwest (¢/lb)	MMLAA04	29.000-31.000	0.000/0.000	16-Sep
Used lead-acid batteries US Northeast (¢/lb)	MMLAB04	31.000-32.000	0.000/0.000	16-Sep

Minor Metals

	Symbol		Change	Date assessed
Daily prices				
Cobalt				
IW Rotterdam 99.8% mixed-use basket A ($/lb)	ECMCG00	15.900	0.000	19-Sep
IW Rotterdam 99.8% mixed-use basket B ($/lb)	MMAIK00	15.900	0.000	19-Sep
IW Rotterdam 99.8% alloy use ($/lb)	ECMAG00	19.000	0.000	19-Sep
99.8% cathode DDP US ($/lb)	MMAEO00	20.250-21.250	0.000/0.000	19-Sep

Precious Metals assessments

	Symbol		Change	Date assessed
Weekly prices				
NY Dealer Platinum ($/oz)	MMAHX00	1350.000-1415.000	0.000/10.000	18-Sep
NY Dealer Palladium ($/oz)	MMABV00	1140.000-1235.000	35.000/35.000	18-Sep
NY Dealer Rhodium ($/oz)	MMAID00	6850.000-7100.000	-50.000/-50.000	18-Sep
NY Dealer Iridium ($/oz)	MMAIJ00	4400.000-4500.000	0.000/-100.000	18-Sep
NY Dealer Ruthenium ($/oz)	MMAIH00	880.000-915.000	5.000/0.000	18-Sep

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Exchange-Traded Data and Third Party Data

	Symbol		Date assessed
COMEX Settlements			
Copper Spot (¢/lb)	CMAAD10	456.900	19-Sep
Copper 2 months out (¢/lb)	CMAAE10	460.350	19-Sep
Copper One Year out (¢/lb)	CMAAF10	478.500	19-Sep
Silver Spot (¢/oz)	CMAAJ10	4253.600	19-Sep
Silver 2 months out (¢/oz)	CMAAK10	4278.400	19-Sep
Silver 1 year out (¢/oz)	CMAAL10	4440.800	19-Sep
Gold Spot ($/oz)	CMAAG10	3671.500	19-Sep
Gold 1 year ($/oz)	CMAAH10	3821.000	19-Sep
Aluminum Spot ($/mt)	CMALI01	2559.75	19-Sep
Aluminum M2 ($/mt)	CMALI02	2569.25	19-Sep
Aluminum M3 ($/mt)	CMALI03	2587.75	19-Sep
Aluminum M4 ($/mt)	CMALI04	2607.00	19-Sep
NYMEX Settlements			
Platinum Active ($/oz)	XMAAB10	1416.500	19-Sep
Palladium Active ($/oz)	XMAAA10	1169.600	19-Sep
COMEX Closing Stocks			
Daily Copper Stocks (lb)	CMAAO10	316774.000	19-Sep
Daily Silver Stocks (oz)	CMAAM10	524043283.000	19-Sep
Daily Gold Stocks (oz)	CMAAN10	39463535.000	19-Sep
Precious Metals			
London Gold AM Fix ($/oz)	MMABM10	3657.850	19-Sep
London Gold PM Fix ($/oz)	MMABL10	3663.150	19-Sep
Gold Engelhard Unfabricated ($/oz)	MMABN10	3659.000	19-Sep
London Silver Fix, US (¢/tr oz)	MMACF10	4223.500	19-Sep
London Silver Fix, Pence (p/tr oz)	MMACE10	3130.000	19-Sep
London Silver Price ($/tr oz)	MMAXD00	42.235	19-Sep
Silver H&H (¢/oz)	MMACD10	4275.100	19-Sep
Silver Engelhard Unfabricated (¢/oz)	MMACH10	4235.000	19-Sep
Platinum J.Matthey Base NA ($/oz)	LMABW10	1408.000	19-Sep
Platinum J.Matthey Base Asia ($/oz)	AMACH00	1395.000	19-Sep
Platinum J.Matthey Base Europe ($/oz)	LMABV10	1399.000	19-Sep
Platinum Engelhard Unfabricated ($/oz)	MMAHH10	1403.000	19-Sep
Platinum Engelhard Asia ($/oz)	AMACM00	1404.000	19-Sep
Palladium J.Matthey Base NA ($/oz)	LMABS10	1158.000	19-Sep
Palladium J.Matthey Base Asia ($/oz)	AMACI00	1168.000	19-Sep
Palladium J.Matthey Base Europe ($/oz)	LMABR10	1163.000	19-Sep
Palladium Engehlard Unfabricated ($/oz)	MMABW10	1161.000	19-Sep
Palladium Engelhard Asia ($/oz)	AMACN00	1180.000	19-Sep
Rhodium J.Matthey Base NA ($/oz)	LMACA10	7025.000	19-Sep
Rhodium J.Matthey Base Asia ($/oz)	AMACJ00	7025.000	19-Sep
Rhodium J.Matthey Base Europe ($/oz)	LMABZ10	7025.000	19-Sep
Rhodium Engelhard ($/oz)	MMAHY10	7050.000	19-Sep
Rhodium Engelhard Asia ($/oz)	AMACO00	7050.000	19-Sep
Iridium J.Matthey Base North America ($/oz)	MMABP10	4625.000	19-Sep
Iridium Engelhard Unfabricated ($/oz)	MMABO10	4700.000	19-Sep
Iridium Engelhard Asia ($/oz)	AMACP00	4700.000	19-Sep

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Molybdenum Dealer Oxide Weekly Averages ($/lb)

Week ended 19-Sep

	Symbol	Low	High	Midpoint
Weekly average		25.080	25.270	25.175
Daily Assessment Recap				
Mon,15-Sep	MMAYQ00	25.150	25.400	25.275
Tue,16-Sep	MMAYQ00	25.050	25.400	25.225
Wed,17-Sep	MMAYQ00	25.150	25.200	25.175
Thu,18-Sep	MMAYQ00	25.000	25.200	25.100
Fri,19-Sep	MMAYQ00	25.050	25.150	25.100
Tonnage Volume (mt)				
Total	MWTVT00	658		
By region				
Europe	MWTVE00	68		
Japan	MWTVJ00	0		
South Korea	MWTVK00	440		
India	MWTVI00	10		
United States	MWTVU00	0		
China	MWTVC00	140		

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Metals Week

A weekly supplement to Platts Metals Daily

Daily prices

	Symbol	15-Sep	16-Sep	17-Sep	18-Sep	19-Sep	Week avg
Alumina							
PAX FOB Australia ($/mt)	MMWAU00	323.000	323.000	323.000	323.000	322.000	322.800
PAX CIF China ($/mt)	MMALZ00	346.900	347.050	347.100	347.000	345.900	346.790
PAX China Ex-works ($/mt)	MMXWC00	412.350	412.520	414.010	413.590	414.040	413.302
DBF Aus-China Handysize ($/mt)	MMACH00	23.900	24.050	24.100	24.000	23.900	23.990
Aluminum							
MW US Transaction (¢/lb)	MMAAF10	197.225	199.176	196.312	196.103	196.444	197.052
MW US Transaction premium (¢/lb)	MMAKE00	75.050	75.050	74.250	73.950	74.450	74.550
US Aluminum all-in (basis CME) (¢/lb)	ALINA00	192.576	193.653	191.447	190.932	190.558	--
US Aluminum all-in (basis CME) ($/mt)	ALINB00	4245.569	4269.313	4220.679	4209.325	4201.080	--
US Low-Carbon Premium (US-LCAP) (¢/lb)	ALCRA00	0.000	0.000	0.000	0.000	0.000	--
US Low-Carbon Premium (US-LCAP) ($/mt)	ALCRD00	0.000	0.000	0.000	0.000	0.000	--
US-LCAP Transaction (All-in) (¢/lb)	ALCRB00	197.225	199.176	196.312	196.103	196.444	--
US-LCAP Transaction (All-in) ($/mt)	ALCRE00	4348.062	4391.074	4327.934	4323.326	4330.844	--
US-LCAP All-in (Basis CME) (¢/lb)	ALCRC00	192.576	193.653	191.447	190.932	190.558	--
US-LCAP All-in (Basis CME) ($/mt)	ALCRF00	4245.569	4269.313	4220.679	4209.325	4201.080	--
MW US Net-Cash premium (¢/lb)	MMACN00	74.050	74.050	73.250	72.950	73.450	73.550
US P1020 Import Duty (¢/lb)	MMOHUOO	64.154	64.804	63.850	63.780	63.894	64.096
MW US Transaction premium (implied duty-unpaid) (¢/lb)	MMOFU00	10.896	10.246	10.400	10.170	10.556	10.454
MW US Transaction price (implied duty-unpaid) (¢/lb)	MMOGU00	133.071	134.372	132.462	132.323	132.550	132.956
Aluminum P1020 Americas duty-unpaid premiums basket (Americas DUP) ($/mt)	MALUA00	256.303	252.719	253.571	252.302	254.181	--
Aluminum P1020 Americas duty-unpaid premiums basket (Americas DUP) (¢/lb)	MALUB00	11.626	11.463	11.502	11.444	11.529	--
MW US Market (¢/lb)	MMAAE00	197.750	198.500	196.000	195.750	195.750	196.750
CIF New Orleans duty-unpaid premium ($/mt)	MMODU00	220.000	220.000	220.000	220.000	220.000	220.000
CIF New Orleans duty-unpaid premium (¢/lb)	MMNDU00	9.979	9.979	9.979	9.979	9.979	9.979
CIF NOLA-MW freight (¢/lb)	MMQDU00	5.000	5.000	5.000	5.000	5.000	--
CIF NOLA-MW freight ($/mt)	MMPDU00	110.231	110.231	110.231	110.231	110.231	--
CIF NOLA-MW premium differential (¢/lb)	MMNOL00	65.071	65.071	64.271	63.971	64.471	64.571
CIF Mexico P1020 premium ($/mt)	MMPTA00	320.000	NA	320.000	320.000	320.000	--
CIF Mexico P1020 premium (¢/lb)	MMPTB00	14.515	NA	14.515	14.515	14.515	--
CIF Mexico P1020 Aluminum (All-in) ($/mt)	MMPTC00	3013.500	NA	3011.000	3013.000	3009.500	--
CIF Mexico P1020 Aluminum (All-in) (¢/lb)	MMPTD00	136.690	NA	136.577	136.668	136.509	--
MW US A380 Alloy (¢/lb)	MMAAD00	134.000/135.000	NA/NA	NA/NA	134.000/135.000	NA/NA	134.500
US MW Transaction-A380 Spread (¢/lb)	ALUMB00	62.730	NA	NA	61.600	NA	--
MW US 319 (¢/lb)	MMAAC00	143.000/145.000	NA/NA	NA/NA	142.000/144.000	NA/NA	143.500
MW US Sec 356 (¢/lb)	MMAAB00	165.000/167.000	NA/NA	NA/NA	164.000/165.000	NA/NA	165.250
MW US A356.2 Upcharge (¢/lb)	AUMIA00	22.000	22.000	22.000	22.000	22.000	22.000
MW US A356.2 (All-in) (¢/lb)	AUMIB00	219.225	221.176	218.312	218.103	218.444	219.052
MW US F132 (¢/lb)	MMAAA00	156.000/158.000	NA/NA	NA/NA	158.000/160.000	NA/NA	158.000
MW US A413 (¢/lb)	MMWUS00	168.000/170.000	NA/NA	NA/NA	165.000/167.000	NA/NA	167.500
MW US B390 (¢/lb)	FAALB00	182.000/184.000	NA/NA	NA/NA	182.000/184.000	NA/NA	183.000
US Old Cast (¢/lb)	AAFBJ00	84.000/86.000	NA/NA	NA/NA	84.000/86.000	NA/NA	85.000
US Old Sheet (¢/lb)	AAFBL00	86.000/88.000	NA/NA	NA/NA	85.000/87.000	NA/NA	86.500
US Mill-grade MLCCs (¢/lb)	AAFBP00	99.000/101.000	NA/NA	NA/NA	100.000/102.000	NA/NA	100.500
US MW Transaction-Mill MLCCs Spread (¢/lb)	ALUMC00	97.230	NA	NA	95.100	NA	--
US Smelter-grade MLCCs (¢/lb)	AAFBT00	87.000/89.000	NA/NA	NA/NA	87.000/89.000	NA/NA	88.000
US HG Auto Shreds (¢/lb)	AASSP00	94.000/96.000	NA/NA	NA/NA	92.000/94.000	NA/NA	94.000
US LG Auto Shreds (¢/lb)	AASSO00	83.000/85.000	NA/NA	NA/NA	83.000/85.000	NA/NA	84.000
US Turnings (¢/lb)	AAFCA00	85.000/87.000	NA/NA	NA/NA	85.000/87.000	NA/NA	86.000
US clean aluminum wheels (¢/lb)	ACLEA00	125.000	127.000	127.000	126.000	125.000	126.000
US 6063 New Bare Extrusion Scrap (¢/lb)	AAFCF00	165.225/169.225	167.176/171.176	164.312/168.312	164.103/168.103	164.444/168.444	167.052
US 6022 New Bare Scrap (¢/lb)	AAXVM00	157.225/162.225	159.176/164.176	156.312/161.312	157.103/162.103	157.444/162.444	159.952
US 5052 New Bare Scrap (¢/lb)	ABSDA00	173.225/179.225	175.176/181.176	172.312/178.312	170.103/176.103	170.444/176.444	175.252
Aluminum CFR China All-in Import Price ($/mt)	MMBAA00	3137.960	3122.990	3171.580	3119.870	3122.410	3134.962
CIF Japan premium ($/mt)	MMANA00	58.000/58.000	58.000/58.000	58.000/58.000	58.000/58.000	58.000/58.000	58.000
CIF Japan premium Q3 ($/mt)	AAFGA00	108.000/108.000	108.000/108.000	108.000/108.000	108.000/108.000	108.000/108.000	108.000
CIF Japan Fixed Price Equivalent ($/mt)	MMJAL00	2751.50/2751.50	2794.50/2794.50	2749.00/2749.00	2751.00/2751.00	2747.50/2747.50	
CIF Japan Quarter Fixed Price Equivalent ($/mt)	MMJAQ00	2801.50/2801.50	2844.50/2844.50	2799.00/2799.00	2801.00/2801.00	2797.50/2797.50	

Daily prices (continued)

	Symbol	15-Sep	16-Sep	17-Sep	18-Sep	19-Sep	Week avg
CIF Major Asian Port (MAP) P1020 Premium	AAFGG00	63.00	63.00	63.00	63.00	63.00	--
Duty paid in-warehouse R'dam premium ($/mt)	AALVE00	220.000/240.000	235.000/245.000	235.000/245.000	235.000/245.000	235.000/245.000	238.000
Duty unpaid in-warehouse R'dam premium ($/mt)	AALVI00	145.000/170.000	145.000/170.000	150.000/170.000	150.000/175.000	150.000/175.000	160.000
Billet 6060/6063 DDP Germany ($/mt)	ABGEA04	513.000	513.000	513.000	513.000	513.000	513.000
Billet 6060/6063 DDP Italy ($/mt)	ABITA04	520.000	520.000	520.000	515.000	515.000	518.000
European Aluminum Scrap High Grade Auto Shreds (Eur/mt)	ANICC00	1680.000	1680.000	1680.000	1680.000	1680.000	--
Low Emissions Aluminum							
Low-carbon Aluminum price duty unpaid in-warehouse Rotterdam ($/mt)	LALVI00	155.000/180.000	155.000/180.000	160.000/180.000	160.000/185.000	160.000/185.000	170.000
LCAP duty unpaid in-warehouse Rotterdam ($/mt)	LCARB00	10.00	10.00	10.00	10.00	10.00	10.000
Zero-carbon Aluminum price duty unpaid in-warehouse Rotterdam ($/mt)	ZALVI00	243.000/268.000	243.000/268.000	248.000/268.000	247.600/272.600	248.000/273.000	257.920
ZCAP duty unpaid in-warehouse Rotterdam ($/mt)	LCARD00	98.00	98.00	98.00	97.60	98.00	97.920
Low-carbon Aluminum price duty paid in-warehouse Rotterdam ($/mt)	LALVE00	225.000/245.000	240.000/250.000	240.000/250.000	240.000/250.000	240.000/250.000	243.000
LCAP duty paid in-warehouse Rotterdam ($/mt)	LCARA00	5.00	5.00	5.00	5.00	5.00	5.000
Zero-carbon Aluminum price duty paid in-warehouse Rotterdam ($/mt)	ZALVE00	313.000/333.000	328.000/338.000	328.000/338.000	327.600/337.600	328.000/338.000	330.920
ZCAP duty paid in-warehouse Rotterdam ($/mt)	LCARC00	93.00	93.00	93.00	92.60	93.00	92.920
Low-carbon 6060/6063 Billet DDP Germany ($/mt)	LCABG00	523.000	523.000	523.000	523.000	523.000	523.000
Low-carbon 6060/6063 Billet DDP Italy ($/mt)	LCABI00	530.000	530.000	530.000	525.000	525.000	528.000
Japan Low-Carbon Aluminum Premium ($/mt)	JLCAA00	60.00	60.00	60.00	60.00	60.00	
Japan Low-Carbon Aluminum Spot Price (All-in) ($/mt)	JLCAB00	2811.50	2854.50	2809.00	2811.00	2807.50	
Japan Low-Carbon Aluminum Quarterly Contract Price (All-in) ($/mt)	JLCAC00	2861.50	2904.50	2859.00	2861.00	2857.50	
Asia Low-Carbon Aluminum Premium ($/mt)	JLCAD00	54.00	54.00	54.00	54.00	54.00	
Asia Low-Carbon Aluminum Spot Price (All-in) ($/mt)	JLCAE00	2810.50	2853.50	2808.00	2810.00	2806.50	
Copper							
COMEX HG 1st Position (¢/lb)	CMAAD10	465.550	463.300	457.100	454.100	456.900	459.390
COMEX HG 2nd Position (¢/lb)	CMAAE10	469.350	467.000	460.800	457.650	460.350	463.030
COMEX HG 3rd Position (¢/lb)	CMAAF10	486.150	484.300	478.400	475.800	478.500	480.630
COMEX inventories (st)	CMAAO10	311847	312868	312842	315206	316774	-----
US Transaction (¢/lb)	MMCUTOO	470.550	468.300	462.100	459.100	461.900	464.390
Zinc							
MW North America SHG (¢/lb)	MMABD10	154.125	155.940	153.967	153.173	151.767	153.794
MW North America GAL (¢/lb)	MMABI10	154.125	155.940	153.967	153.173	151.767	153.794
MW Alloyer No. 3 (¢/lb)	MMABH10	177.125	178.940	176.967	176.173	174.767	176.794
Lead							
North American Market (¢/lb)	MMALF01	107.995	107.609	107.451	108.312	108.086	107.891
Tin							
MW NY Dealer (¢/lb)	MMAAW10	1633.000	NA	NA	1579.000	NA	1606.000
Cobalt							
99.8% mixed-use basket A IW Rotterdam ($/lb)	ECMCG00	15.900	15.900	15.900	15.900	15.900	
99.8% mixed-use basket B IW Rotterdam ($/lb)	MMAIK00	15.9	15.9	15.9	15.9	15.9	15.900
99.8% alloy grade IW Rotterdam ($/lb)	ECMAG00	19.000	19.000	19.000	19.000	19.000	
99.8% Cathode DDP US ($/lb)	MMAEO00	20.750	20.750	20.750	20.750	20.750	
Molybdenum/Ferromolybdenum							
Daily Dealer Oxide ($/lb)	MMAYQ00	25.150/25.400	25.050/25.400	25.150/25.200	25.000/25.200	25.050/25.150	25.175
MW Europe 65% Ferromolybdenum ($/kg)	MMAF000	58.200/58.500	58.000/58.200	57.500/57.750	57.000/57.500	57.000/57.500	57.715
Gold							
COMEX 1st Position ($/tr oz)	CMAAG10	3682.200	3688.900	3681.800	3643.700	3671.500	3673.620
COMEX 2nd Position ($/tr oz)	CMAAH10	3833.600	3840.300	3833.400	3792.700	3821.000	3824.200
Comex Inventories (tr oz)	CMAAN10	39180931	39166832	39231488	39280533	39463535	
Engelhard Unfabricated ($/tr oz)	MMABN10	3653.000	3696.000	1379.000	3663.000	3659.000	3210.000

Special silver price advisory

S&P Global Commodity Insights is publishing the London Silver Fix prices to ensure continuity for the data series – in cents/tr oz (MMACF10) and pence/tr oz (MMACE10)—through any transition period toward new pricing. Weekly and monthly averages will also continue. Silver pricing is on page 3 of the Metals Week supplement as follows:
n London Silver Fix, US (¢/tr oz); London Silver Fix, Pence (p/tr oz); London Silver Price, US ($/tr oz)
The new London Silver Price, administered and provided by CME/Thomson Reuters is published in $/tr oz. Symbols for daily, monthly, weekly and annual data are: MMAXD00 c 3 DW USD TOZ London Silver Price $/Troy Oz; MMAXD02 c 3 MA USD TOZ London Silver Price $/Troy Oz MAvg; MMAXD01 c 3 WA USD TOZ London Silver Price $/Troy Oz WAvg; MMAXD16 c 3 YR USD TOZ London Silver Price $/Troy Oz YAvg

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Daily prices (continued)

	Symbol	15-Sep	16-Sep	17-Sep	18-Sep	19-Sep	Week avg
London Final ($/tr oz)	MMABL10	3657.650	3695.400	3681.000	3643.700	3663.150	3668.180
London Initial ($/tr oz)	MMABM10	3638.200	3695.400	3669.700	3672.450	3657.850	3666.720
Battery Metals							
Lithium							
Carbonate CIF North Asia ($/mt)	BATLC04	9800.000	9800.000	9800.000	9800.000	9600.000	9760.00
Recycled Carbonate CIF North Asia ($/mt)	BATNA00	9700	9700	9700	9600	9400	--
Hydroxide CIF North Asia ($/mt)	BATLH04	9800.000	9800.000	9800.000	9800.000	9600.000	9760.00
Carbonate CIF North Asia Import Parity (Yuan/mt)	BATCP04	78897.000	78865.000	78850.000	78930.000	77370.000	78582.40
Carbonate DDP China ($/mt)	BATAM00	10133.000	10236.000	10280.000	10269.000	10333.000	--
Carbonate DDP China (Yuan/mt)	BATCA04	72000.000	72700.000	73000.000	73000.000	73500.000	72840.00
Recycled Carbonate DDP China (Yuan/mt)	BATCN00	71300	72000	72300	72200	72700	--
Hydroxide DDP China ($/mt)	BATBM00	10274.000	10278.000	10280.000	10241.000	10404.000	--
Hydroxide DDP China (Yuan/mt)	BATHY04	73000.000	73000.000	73000.000	72800.000	74000.000	73160.00
Carbonate CIF Europe ($/mt)	LCCIF00	9300.000	9300.000	9300.000	9300.000	9300.000	--
Hydroxide CIF Europe ($/mt)	LHCIF00	9500.000	9500.000	9500.000	9500.000	9500.000	--
Carbonate DDP US ($/mt)	ALTHA00	11050.00	11050.00	11050.00	11050.00	11050.00	--
Hydroxide DDP US ($/mt)	ALTHB00	11150	11150	11150	11150	11150	--
Lithium Triangle – LiT FOB ($/mt)	BATLA00	9400	9400	9400	9400	9400	--
Lithium Spodumene 5.5% Li2O CIF China ($/mt)	BATLS00	726.000	733.000	765.000	761.000	761.000	--
SpodIX CIF China ($/mt)	SPODI00	805.00	810.00	845.00	840.00	840.00	--
Lithium Spodumene FOB Australia ($/mt)	BATSP03	780	785	820	815	815	--
Lithium Spodumene 0.1% differential to Spodumene 6.0% FOB Australia ($/mt)	BATSS00	13.00	13.08	13.67	13.58	13.58	--
Lithium Spodumene 5.5-6.0% FOB Brazil ($/mt)	BATST00	780	780	800	800	800	--
Cobalt							
Metal 99.95% Ex Warehouse Shanghai (Yuan/mt)	BATCY00	272000	270000	273000	274000	274000	272600
Metal 99.95% Ex Warehouse Shanghai ($/lb)	BATCL00	17.36	17.24	17.44	17.48	17.47	17.40
Hydroxide CIF China ($/mt)	BATCT04	30864.680	31305.600	31746.530	31966.990	32187.450	31614.25
Hydroxide CIF China ($/lb)	BATCH04	14.000	14.200	14.400	14.500	14.600	14.34
Sulfate CIF North Asia ($/mt)	BATCO04	7600.000	7800.000	7800.000	7900.000	7900.000	7800.00
Sulfate DDP China ($/mt)	BATCM00	7811.000	8377.000	8379.000	8441.000	8435.000	--
Sulfate DDP China (Yuan/mt)	BATCS04	55500.000	59500.000	59500.000	60000.000	60000.000	58900.00
Nickel							
Low–grade Nickel Ore CIF China	ANINO00	42.400	42.400	42.000	42.000	42.000	--
High–grade Nickel Ore CIF China	ANIOC00	64.300	64.300	64.000	64.000	64.000	--
Nickel pig iron FOB Indonesia	ANIPA00	117.200	117.200	117.400	117.400	117.400	--
Sulfate DDP China (Yuan/mt)	BATNS04	27850.000	27900.000	28050.000	28050.000	28050.000	27980.00
Sulfate DDP China ($/mt)	BATNU00	3919	3928	3950	3946	3944	3937
Nickel Sulfate premium CIF Northeast Asia ($/mt)	BATNB00	200	200	200	200	200	--
Nickel Sulfate calculated price CIF Northeast Asia ($/mt)	BATNC00	3453	3442	3406	3412	3420	--
Europe Nickel Sulfate premium IW Rotterdam ($/mt)	ANICA00	2000	2000	2000	2000	2000	--
Europe Nickel Sulfate calculated price IW Rotterdam ($/mt)	ANICB00	3854	3843	3805	3813	3821	--
Nickel Sulfate premium CIF US ($/mt)	ANIPB00	2600	2600	2600	2600	2600	--
Nickel Sulfate calculated price CIF US ($/mt)	ANIPC00	3988	3977	3939	3947	3954	--
MHP CIF North Asia basis Nickel Sulfate ($/mt)	BATME00	12989	13017	13037	13024	13016	--
MHP CIF North Asia basis Nickel Sulfate (Yuan/mt)	BATMA00	92292	92458	92578	92578	92578	--
MHP CIF North Asia payable basis Nickel Sulfate (%)	BATMB00	73.90	73.90	73.60	73.60	73.60	--
MHP CIF North Asia basis LME Nickel ($/mt)	BATMC00	12996	13026	13041	13041	13071	--
MHP CIF North Asia payable basis LME Nickel (%)	BATMD00	87.20	87.40	87.50	87.50	87.70	--
Manganese							
Sulfate DDP China (Yuan/mt)	BATMS00	5400.000	5400.000	5600.000	5600.000	5600.000	5520
Sulfate DDP China ($/mt)	BATMT00	760	760	789	788	787	777
Black Mass							
LFP Black Mass DDP China percent Lithium (Yuan/mt)	LBMCA00	2850	2900	2850	2900	2950	--
Ni–Co Black Mass DDP China Lithium payables (%)	NBMCA00	72	72	72	72	70	--
Ni–Co Black Mass DDP China Cobalt payables (%)	NBMCB00	73	73	73	73	73	--

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Daily prices (continued)

	Symbol	15-Sep	16-Sep	17-Sep	18-Sep	19-Sep	Week avg
Ni–Co Black Mass DDP China Nickel payables (%)	NBMCC00	73	73	73	73	73	--
Ni–Co Black Mass DDP China calculated price (Yuan/mt)	NBMCD00	29007	29819	29912	30001	29825	--
Ni–Co Black Mass EXW Europe Lithium payables (%)	NBMEA00	0.00	0.00	0.00	0.00	0.00	--
Ni–Co Black Mass EXW Europe Cobalt payables (%)	NBMEB00	69.00	69.00	69.00	69.00	69.00	--
Ni–Co Black Mass EXW Europe Nickel payables (%)	NBMEC00	69.00	69.00	69.00	69.00	69.00	--
Ni–Co Black Mass EXW Europe	NBMED00	2475	2471	2458	2460	2463	--
Ni–Co Black Mass DDP US Lithium payables (%)	NBNEC00	0.00	0.00	0.00	0.00	0.00	--
Ni–Co Black Mass DDP US Cobalt payables (%)	NBNEB00	72.00	72.00	72.00	72.00	72.00	--
Ni–Co Black Mass DDP US Nickel payables (%)	NBNEA00	72.00	72.00	72.00	72.00	72.00	--
Ni–Co Black Mass DDP US calculated price ($/mt)	NBNED00	2747	2744	2731	2734	2736	--
Graphite							
Natural Flake Graphite 94–95% C, FOB China ($/mt)	BATAA00	410	410	410	410	405	--
Natural Flake Graphite 94–95% C, CIF Northeast Asia ($/mt)	BATBA00	435	435	435	435	430	--
Spherical Graphite 99.95% C, FOB China ($/mt)	BATAB00	1500	1500	1500	1500	1495	--
Spherical Graphite 99.95% C, CIF Northeast Asia ($/mt)	BATBB00	1525	1525	1525	1525	1520	--
Uncalcined Needle Coke DDP China (Yuan/mt)	BATCC00	5450	5450	5450	5450	5450	--
Uncalcined Needle Coke DDP China (Import Parity) ($/mt)	BATIP00	653	653	653	652	652	--
Cathode Active Material (CAM)							
LFP CAM China production ($/mt)	NAMAA00	4304	4327	4337	4334	4349	--
LFP CAM China production ($/kWh)	NAMAQ00	8.967	9.015	9.035	9.029	9.060	--
LFP CAM China production (Yuan/mt)	NAMAE00	30583	30733	30798	30808	30934	--
LFP CAM China production (Yuan/kWh)	NAMAU00	63.715	64.027	64.162	64.183	64.446	--
LFP CAM Europe import ($/mt)	NAMAI00	15.9	15.9	15.9	15.9	15.9	--
LFP CAM Europe import ($/kWh)	NAMAY00	9.165	9.212	9.233	9.206	9.237	--
LFP CAM N America import ($/mt)	NAMAM00	4469	4487	4487	4484	4489	--
LFP CAM N America import ($/kWh)	NAMBC00	9.310	9.348	9.348	9.342	9.352	--
NMC811 CAM China production ($/mt)	NAMAB00	21561	21754	21811	21803	21870	--
NMC811 CAM China production ($/kWh)	NAMAR00	29.136	29.397	29.474	29.464	29.554	--
NMC811 CAM China production (Yuan/mt)	NAMAF00	153204	154512	154886	154987	155557	--
NMC811 CAM China production (Yuan/kWh)	NAMAV00	207.032	208.800	209.305	209.442	210.212	--
NMC811 CAM Europe import ($/mt)	NAMAJ00	21656	21849	21906	21888	21955	--
NMC811 CAM Europe import ($/kWh)	NAMAZ00	29.265	29.526	29.603	29.578	29.669	--
NMC811 CAM N America import ($/mt)	NAMAN00	21726	21914	21961	21953	22010	--
NMC811 CAM N America import ($/kWh)	NAMBD00	29.359	29.614	29.677	29.666	29.743	--
NMC622 CAM China production ($/mt)	NAMAC00	18781	19170	19232	19258	19275	--
NMC622 CAM China production ($/kWh)	NAMAS00	29.005	29.606	29.702	29.742	29.768	--
NMC622 CAM China production (Yuan/mt)	NAMAG00	133450	136159	136572	136895	137099	--
NMC622 CAM China production (Yuan/kWh)	NAMAW00	206.100	210.284	210.922	211.421	211.736	--
NMC622 CAM Europe import ($/mt)	NAMAK00	18876	19265	19327	19343	19360	--
NMC622 CAM Europe import ($/kWh)	NAMBA00	29.152	29.753	29.849	29.873	29.900	--
NMC622 CAM N America import ($/mt)	NAMAO00	18946	19330	19382	19408	19415	--
NMC622 CAM N America import ($/kWh)	NAMBE00	29.260	29.853	29.934	29.974	29.985	--
PGMs							
Palladium							
Nymex Nearby ($/tr oz)	XMAAA10	1224.400	1200.500	1174.500	1187.600	1169.600	1191.320
J.Matthey Base NA ($/tr oz)	LMABS10	1193.000	1193.000	1170.000	1165.000	1158.000	1175.800
J.Matthey Base Asia ($/tr oz)	AMACI00	1210.000	1203.000	1195.000	1178.000	1163.000	1189.800
J.Matthey Base Europe ($/tr oz)	LMABR10	1222.000	1205.000	1170.000	1173.000	1163.000	1186.600
Engelhard Unfabricated ($/tr oz)	MMABW10	1197.000	1194.000	1171.000	1167.000	1161.000	1178.000
3–month borrow rate (%)		NA	NA	NA	NA	NA	NA
Engelhard Industrial Asia ($/tr oz)	AMACN00	1218.000	1196.000	1196.000	1173.000	1180.000	1192.600
Platinum							
Nymex Nearby ($/tr oz)	XMAAB10	1417.200	1402.500	1376.600	1400.200	1416.500	1402.600
J.Matthey Base N ($/tr oz)	LMABW10	1396.000	1406.000	1381.000	1393.000	1408.000	1396.800
J.Matthey Base Asia ($/tr oz)	AMACH00	1414.000	1414.000	1411.000	1389.000	1393.000	1404.200
J.Matthey Base Europe ($/tr oz)	LMABV10	1415.000	1418.000	1395.000	1402.000	1399.000	1405.800
Engelhard Unfabricated ($/tr oz)	MMAHH10	1401.000	1411.000	1379.000	1404.000	1403.000	1399.600
3–month borrow rate (%)		NA	NA	NA	NA	NA	NA
Engelhard Industrial Asia ($/tr oz)	AMACM00	1412.000	1415.000	1410.000	1383.000	1404.000	1404.800

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Daily prices (continued)

	Symbol	15-Sep	16-Sep	17-Sep	18-Sep	19-Sep	Week avg
Iridium							
J.Matthey Base NA ($/tr oz)	MMABP10	4650.000	4650.000	4650.000	4650.000	4625.000	4645.000
Engelhard Unfabricated ($/tr oz)	MMABO10	4700.000	4700.000	4700.000	4700.000	4700.000	4700.000
Engelhard Industrial Asia ($/tr oz)	AMACP00	4700.000	4700.000	4700.000	4700.000	4700.000	4700.000
Rhodium							
J.Matthey Base Asia ($/tr oz)	AMACJ00	7125.000	7125.000	7100.000	7050.000	7025.000	7085.000
J.Matthey Base Europe ($/tr oz)	LMABZ10	7125.000	7125.000	7100.000	7025.000	7025.000	7080.000
J.Matthey Base NA ($/tr oz)	LMACA10	7125.000	7100.000	7050.000	7025.000	7025.000	7065.000
Engelhard Unfabricated ($/tr oz)	MMAHY10	7125.000	7125.000	7100.000	7050.000	7050.000	7090.000
Engelhard Industrial Asia ($/tr oz)	AMACO00	7150.000	7125.000	7125.000	7100.000	7050.000	7110.000
Ruthenium							
J.Matthey Base NA ($/tr oz)	MMAIF10	925.000	925.000	925.000	925.000	925.000	925.000
Engelhard Unfabricated ($/tr oz)	MMAIE10	930.000	930.000	930.000	930.000	930.000	930.000
Engelhard Industrial Asia ($/tr oz)	AMACQ00	930.000	930.000	930.000	930.000	930.000	930.000
Silver							
COMEX 1st Position (¢/tr oz)	CMAAJ10	4251.700	4247.100	4172.200	4170.700	4253.600	4219.060
COMEX 2nd Position (¢/tr oz)	CMAAK10	4279.400	4274.800	4198.500	4195.500	4278.400	4245.320
COMEX 3rd Position (¢/tr oz)	CMAAL10	4439.500	4435.800	4357.800	4353.900	4440.800	4405.560
Comex Inventories (tr oz)	CMAAM10	527647670	524632440	525327118	524086477	524043283	
Handy & Harman (¢/tr oz)	MMACD10	4261.500	4244.500	4207.500	4174.500	4275.100	4232.620
Engelhard Unfabricated (¢/tr oz)	MMACH10	4240.000	4300.000	4195.000	4205.000	4235.000	4235.000
London Fix, Pence (p/tr oz)	MMACE10	3101.000	3133.000	3025.000	3066.000	3130.000	3091.000
London Fix, US (¢/tr oz)	MMACF10	4220.000	4269.000	4126.500	4185.500	4223.500	4204.900
London Silver Price ($/tr oz)	MMAXD00	42.200	42.690	41.265	41.855	42.235	42.049
Exchange rates							
Platts Exchange Rates							
USD.GBP London close	GBPUS00	1.360000	1.364700	1.366200	1.355500	1.347700	1.359000
USD.AUD Singapore close	AUDUS00	0.666300	0.666500	0.667100	0.663900	0.660000	0.665000
USD.JPY Singapore close	JPYUS00	0.006800	0.006800	0.006800	0.006800	0.006800	0.007000
USD.EUR London close	EURUS00	1.176500	1.184000	1.185000	1.178700	1.174300	1.180000

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Weekly prices

Major Metals

Alumina

	Symbol		Change/ date assessed
PAX FOB Brazil-Aus differential ($/mt)	MMWAD04	29.000	+4.000

Aluminum

	Symbol		Change/ date assessed
US Six-Months P1020 (¢/lb)	MMANJ04	68.500	+1.500
US 6063 Billet Upcharge (¢/lb)	MMAKC04	14.500 / 16.500	+0.500 / +0.500
US UBCs (¢/lb)	AAFCD00	98.000 / 100.000	+0.750 / +0.750
US MW Transaction-UBCs Spread (¢/lb)	ALUMA04	97.100	-0.470
US Painted Siding (¢/lb)	AASNW02	98.000 / 100.000	+0.750 / +0.750
US 6063 New Bare Extrusion Scrap discount (¢/lb)	AAFCE00	28.000 / 32.000	18-Sep / 18-Sep
US 6022 New Bare Scrap discount (¢/lb)	AAXVM04	34.000 / 39.000	-1.000 / -1.000
US 5052 New Bare Scrap discount (¢/lb)	ABSDB04	20.000 / 26.000	+2.000 / +2.000
Old cast delivered NE Mexico (pesos/kg)	AAXXA04	42.500 / 43.500	+0.500 / +0.500
– ¢/lb conversion	AAXUA04	104.872 / 107.339	+1.996 / +2.014
Old sheet delivered NE Mexico (pesos/kg)	AAXXB04	38.000 / 39.000	18-Sep / 18-Sep
– ¢/lb conversion	AAXUB04	93.768 / 96.235	+0.690 / +0.707
UBCs delivered NE Mexico (pesos/kg)	AAXXC04	36.500 / 37.500	18-Sep / 18-Sep
– ¢/lb conversion	AAXUC04	90.066 / 92.534	+0.662 / +0.681
6063 new bare del NE Mexico (pesos/kg)	AAXXD04	51.000 / 29.000	18-Sep / 16-Sep
– ¢/lb conversion	AAXUD04	125.846 / 128.314	+0.925 / +0.944
CIF Brazil premium duty-unpaid ($/mt)	MMABP04	244.000	-1.000
DDP SE Brazil premium, low ICMS ($/mt)	MMABS04	250.000	19-Sep
DDP SE Brazil premium, high ICMS ($/mt)	ABRAA04	125.000	-5.000
Alloy 226 delivered European works (Eur/mt)	AALVT00	2220.000 / 2270.000	+30.000 / 19-Sep
Alloy 231 DDP Germany (Eur/mt)	ABLVT04	2265.000 / 2315.000	+30.000 / 19-Sep
ADC12 FOB China ($/mt)	AAVSJ00	2480.000 / 2500.000	+20.000 / +20.000
ADC12 ex-works China (Yuan/mt)	AAVSI00	20400.000 / 20600.000	+200.000 / +300.000

Caustic Soda

	Symbol		Change/ date assessed
FOB NE Asia ($/mt)	AAVSE04	409.000 / 411.000	+15.000 / +15.000
CFR SE Asia ($/mt)	AAVSF04	449.000 / 451.000	16-Sep / 16-Sep
Domestic East China Ex-works ($/mt)	AAXDE00	829.000 / 831.000	-40.000 / -40.000
FOB NWE ($/mt)	AANTF00	378.000 / 382.000	-40.000 / -40.000
CFR Med ($/mt)	ACSMA04	530.00	-10.00
FOB US Gulf ($/mt)	AANTI00	425.000 / 435.000	16-Sep / 16-Sep
FOB US Plant ($/dst)	AANTH00	475.000 / 485.000	16-Sep / 16-Sep
US Contract ($/dst)	AANTJ00	505.000 / 515.000	16-Sep / 16-Sep

Copper

	Symbol		Change/ date assessed
MW No.1 Burnt Scrap Disc (¢/lb)	MMACJ10	35.000	+5.000
MW No.1 Bare Bright Disc (¢/lb)	MMACL10	25.000	+5.000
MW No.2 Scrap Disc (¢/lb)	MMACN10	48.000	+3.000
NY Dealer Premium cathodes range (¢/lb)	MMACP00	2.000 / 8.000	16-Sep / 16-Sep
NY Dealer Prem cathodes mean (¢/lb)	MMACP00	5.000	16-Sep
Clean Copper Concentrate ($/mt)	PCCCA04	2674.00	+15.00
Clean Copper Concentrate TC ($/mt)	PCCCB04	-41.48	+1.24
Clean Copper Concentrate RC (¢/lb)	PCCCC04	-4.15	+0.12
Clean Copper Concentrate Producer-Trader TC Differential ($/mt)	PCCCH04	-3.85	-0.42
Clean Copper Concentrate Producer-Trader RC Differential (¢/mt)	PCCCG04	-38.52	-4.24

Lead

	Symbol		Change/ date assessed
North American Premium (¢/lb)	MMXCD00	19.000	16-Sep
Used lead-acid batteries US Midwest (¢/lb)	MMLAA04	29.000 / 31.000	16-Sep / 16-Sep
Used lead-acid batteries US Northeast (¢/lb)	MMLAB04	31.000 / 32.000	16-Sep / 16-Sep

Nickel

	Symbol		Change/ date assessed
NY Dealer/Cathode ($/lb)	MMAAQ00	7.397 / 7.399	+0.093 / +0.090
NY Dealer/Melting ($/lb)	MMAAS00	7.397 / 7.399	+0.093 / +0.090
NY Dealer/Plating ($/lb)	MMAAU00	7.097 / 7.099	+0.093 / +0.090
NY Dealer/cathode Premium (¢/lb)	MMAZM04	55.000	18-Sep
NY Dealer/Melting Premium (¢/lb)	MMAZI04	55.000	18-Sep
NY Dealer/plating Premium (¢/lb)	MMAZK04	25.000	18-Sep
Plating Grade Prem IW R'dam ($/mt)	MMAYO04	300.000 / 400.000	+25.000 / +50.000
Uncut Cathode IW R'dam ($/mt)	MMAYP04	200.000 / 250.000	+50.000 / +25.000
Briquette Premium IW R'dam ($/mt)	AALWJ00	300.000 / 400.000	19-Sep / 19-Sep

Zinc

	Symbol		Change/ date assessed
MW SHG Premium (¢/lb)	MMAYH00	19.000	18-Sep
MW Galv. Prem. (¢/lb)	MMAYI00	19.000	18-Sep
MW Alloy #3 Prem. (¢/lb)	MMAYJ00	42.000	18-Sep

Precious Metals

Iridium

	Symbol		Change/ date assessed
MW NY Dealer ($/tr oz)	MMAIJ00	4400.000 / 4500.000	18-Sep / -100.000

Palladium

	Symbol		Change/ date assessed
MW NY Dealer ($/tr oz)	MMABV00	1140.000 / 1235.000	+35.000 / +35.000

Platinum

	Symbol		Change/ date assessed
MW NY Dealer ($/tr oz)	MMAHX00	1350.000 / 1415.000	18-Sep / +10.000

Rhodium

	Symbol		Change/ date assessed
MW NY Dealer ($/tr oz)	MMAID00	6850.000 / 7100.000	-50.000 / -50.000

Ruthenium

	Symbol		Change/ date assessed
MW NY Dealer ($/tr oz)	MMAIH00	880.000 / 915.000	+5.000 / 18-Sep

Light Metals

Magnesium

	Symbol		Change/ date assessed
MW Magnesium 93% Alloy DDP US (¢/lb)	MMAHR00	210.000 / 250.000	-10.000 / -10.000
MW Magnesium 99.8% DDP US (¢/lb)	MMAHQ00	300.000 / 325.000	17-Sep / 17-Sep
Europe Free Market ($/mt)	MMAIZ00	2550.000 / 2650.000	17-Sep / 17-Sep

Silicon

	Symbol		Change/ date assessed
553 Grade Delivered US Midwest (¢/lb)	MMAJM00	135.000 / 145.000	17-Sep / 17-Sep
553 Grade, In-warehouse EU (Eur/mt)	AAIUT00	1550.000 / 1700.000	+50.000 / +50.000

Titanium

	Symbol		Change/ date assessed
MW US 70% Ferrotitanium ($/lb)	MMAJX00	2.500 / 2.700	18-Sep / 18-Sep
Eur. 70% Ferrotitanium ($/kg)	MMAJW00	5.900 / 6.500	18-Sep / 18-Sep
MW US Turning 0.5% ($/lb)	MMAJZ00	2.000 / 2.500	18-Sep / 18-Sep
Eur. Turning .5% ($/lb)	MMAJY00	2.100 / 2.500	18-Sep / 18-Sep

Ferroalloys

Ferrochrome

	Symbol		Change/ date assessed
Charge Chrome 48-52% in-warehouse US (¢/lb)	MMAEX00	140.000 / 145.000	+5.000 / +5.000
65% High Carbon in-warehouse US (¢/lb)	MMAFA00	155.000 / 170.000	+15.000 / +15.000
Low Carbon 0.05% in-warehouse US (¢/lb)	MMAFC00	350.000 / 355.000	17-Sep / 17-Sep
Low Carbon 0.10% in-warehouse US (¢/lb)	MMAIM00	275.000 / 280.000	17-Sep / 17-Sep
Low Carbon 0.15% in-warehouse US (¢/lb)	MMANR00	260.000 / 270.000	17-Sep / 17-Sep
Charge Chrome 52% DDP NWE (¢/lb)	MMAIP00	130.000 / 133.000	17-Sep / 17-Sep
65% 6-8% High-Carbon DDP NWE (¢/lb)	MMAIQ00	149.000 / 165.000	+2.000 / +5.000
Low-Carbon 0.10% C, 65-70% Cr DDP NWE (¢/lb)	MMAIL00	233.000	+7.000
Low-Carbon 0.10% C, 60-64.99% Cr DDP NWE (¢/lb)	FLCDA00	210.000	+15.000
Charge Chrome 48-52% CIF China (¢/lb)	CCXIC04	95.000 / 97.000	0.500 / 1.500
58-60% High Carbon CIF China (¢/lb)	SB01103	95.000 / 97.000	0.500 / 1.500
60-65% Spot CIF Japan (¢/lb)	MMAEW00	99.000 / 101.000	-2.000 / -2.000

Ferromanganese

	Symbol		Change/ date assessed
High Carbon 76% in-warehouse US ($/gt)	MMAFH00	1225.000 / 1300.000	17-Sep / 17-Sep
High Carbon 76% DDP NWE (Eur/mt)	AFERA04	975.000 / 1050.000	17-Sep / 17-Sep
Medium Carbon 85% Mn in-warehouse US (¢/lb)	MMAFK00	118.000 / 120.000	17-Sep / 17-Sep

Ferromolybdenum

	Symbol		Change/ date assessed
MW US FeMo ($/lb)	MMAFQ00	30.400 / 30.500	18-Sep / 18-Sep
60% Ferromolybdenum FOB China ($/kg)	MMAFP00	65.400 / 65.900	-1.500 / -1.400
60% Ferromolybdenum CIF Japan ($/kg)	MMAFM00	57.500 / 58.500	-1.600 / -1.400

Ferrosilicon

	Symbol		Change/ date assessed
75% Si in-warehouse US (¢/lb)	MMAFT00	135.000 / 150.000	17-Sep / 17-Sep
75% Si CIF Japan ($/mt)	MMAJP00	1075.000 / 1090.000	17-Sep / 17-Sep
75% Si FOB China ($/mt)	MMAKB00	1070.000 / 1080.000	17-Sep / 17-Sep
75% Std DDP NWE (Eur/mt)	AAIUR00	1300.000 / 1360.000	17-Sep / 17-Sep

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Weekly prices (continued)

	Symbol		Change/ date assessed
Ferrovanadium			
Free Market V205 ($/lb)	MMAGD00	9.000 / 10.000	18-Sep / 18-Sep
US Ferrovanadium ($/lb)	MMAFY00	13.500 / 13.700	18-Sep / 18-Sep
Europe Ferrovanadium ($/kg)	MMAYY04	23.500 / 23.800	+0.050 / +0.250
Manganese			
Electrolytic 99.7% FOB China ($/mt)	MMAIX00	1960.000 / 1980.000	+30.000 / +30.000
44% Manganese Ore CIF Tianjin ($/dmtu)	AAWER00	4.430	19-Sep
36% Manganese Ore CIF Tianjin ($/dmtu)	AAXRX00	4.050	+0.050
Iron Differential per 1% (\> 40% Mn Ore)	FAWER04	0.200	19-Sep
Silica Differential per 1% (\> 40% Mn Ore)	SAWER04	-0.026	19-Sep

	Symbol		Change/ date assessed
Silicomanganese			
65% Mn in-warehouse US (¢/lb)	MMAGR00	62.000 / 63.000	17-Sep / 17-Sep
65% Mn CIF Japan ($/mt)	MMAJG00	910.000 / 930.000	-10.000 / -5.000
65:16 DDP NWE (Eur/mt)	AAITQ00	1000.000 / 1100.000	17-Sep / 17-Sep
Stainless Scrap			
NA FREE MKT 18-8 ($/lt)	AALDQ00	1165.000 / 1188.000	18-Sep / -22.000

Monthly prices

	Symbol		Change/ date assessed
Calcined Petroleum Coke			
FOB US Gulf Coast ($/mt)	MMXEV00	455.000 / 475.000	29-Aug / 29-Aug

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Monthly averages August 2025

	Symbol		Last month	% Change	Last year	% Change	2025 High	2025 Low
Major Metals								
Alumina								
PAX FOB Australia ($/mt)	MMWAU03	368.79	369.09	-0.1	502.67	-26.6	676.000	329.000
PAX FOB Brazil-Aus differential ($/mt)	MMWAD03	28.75	28.00	2.7	37.80	-23.9	33.000	16.000
PAX CIF China ($/mt)	MMALZ03	391.829	391.757	0.0	530.419	-26.1	698.600	350.100
PAX China Ex-works ($/mt)	MMXWC03	449.679	447.066	0.6	549.840	-18.2	786.040	395.100
DBF Aus-China Handysize ($/mt)	MMACH03	23.043	22.670	1.6	27.752	-17.0	24.000	19.250
Caustic Soda								
FOB NE Asia ($/mt)	AAVSE03	382.500	389.000	-1.7	377.500	1.3	486.000	379.000
CFR SE Asia ($/mt)	AAVSF03	430.000	446.000	-3.6	466.250	-7.8	546.000	424.000
Aluminum								
MW US Transaction (¢/lb)	MMAAF02	188.951	185.990	1.6	124.617	51.6	190.705	136.064
MW US Transaction premium (¢/lb)	MMAKE03	71.288	67.867	5.0	18.733	280.5	72.000	23.350
US Aluminum all-in (basis CME) (¢/lb)	ALINA03	183.917	181.611	1.3	121.370	51.5	183.917	140.906
US Aluminum all-in (basis CME) ($/mt)	ALINB03	4054.666	4003.833	1.3	2675.749	51.5	4054.666	3106.449
US Low-Carbon Premium (US-LCAP) (¢/lb)	ALCRA03	0.000	0.000	NA	0.000	NA	0.500	0.000
US Low-Carbon Premium (US-LCAP) ($/mt)	ALCRD03	0.000	0.000	NA	0.000	NA	11.023	0.000
US-LCAP Transaction (All-in) (¢/lb)	ALCRB03	188.951	185.990	1.6	124.617	51.6	188.951	140.891
US-LCAP Transaction (All-in) ($/mt)	ALCRE03	4165.644	4100.370	1.6	2747.333	51.6	4165.644	3106.116
US-LCAP All-in (Basis CME) (¢/lb)	ALCRC03	183.917	181.611	1.3	121.370	51.5	183.917	140.978
US-LCAP All-in (Basis CME) ($/mt)	ALCRF03	4054.666	4003.833	1.3	2675.749	51.5	4054.666	3108.024
MW US Net-Cash premium (¢/lb)	MMACN03	70.288	66.867	5.1	17.983	290.9	70.288	23.025
US P1020 Import Duty (¢/lb)	MMOHU03	61.320	60.333	1.6	10.834	466.0	61.320	12.307
MW US Transaction premium (implied duty-unpaid) (¢/lb)	MMOFU03	9.967	7.534	32.3	7.899	26.2	22.370	3.971
MW US Transaction price (implied duty-unpaid) (¢/lb)	MMOGU03	127.630	125.656	1.6	113.783	12.2	142.725	118.117
Aluminum P1020 Americas duty-unpaid premiums basket (Americas DUP) ($/mt)	MALUA03	253.288	246.035	2.9	NA	NA	372.728	202.374
Aluminum P1020 Americas duty-unpaid premiums basket (Americas DUP) (¢/lb)	MALUB03	11.489	11.160	2.9	NA	NA	16.907	9.180
MW US Market (¢/lb)	MMAAE03	189.075	186.109	1.6	125.571	50.6	0.00	0.00
CIF NOLA duty-unpaid prem (¢/lb)	MMNDU03	10.172	10.768	-5.5	9.784	4.0	14.515	9.752
CIF NOLA-MW premium differential (¢/lb)	MMNOL03	61.116	57.099	7.0	8.949	582.9	61.794	8.835
CIF NOLA duty-unpaid prem ($/mt)	MMODU03	224.250	237.391	-5.5	215.714	4.0	320.000	215.000
CIF NOLA-MW freight (¢/lb)	MMQDU03	4.775	4.978	-4.1	NA	NA	5.000	4.500
CIF NOLA-MW freight ($/mt)	MMPDU03	105.270	109.752	-4.1	NA	NA	110.231	99.208
CIF Mexico P1020 Aluminum premium ($/mt)	MMPTA03	324.048	335.217	-3.3	NA	NA	385.000	320.000
CIF Mexico P1020 Aluminum premium (¢/lb)	MMPTB03	14.699	15.205	-3.3	NA	NA	17.463	14.515
CIF Mexico P1020 Aluminum (All-in) ($/mt)	MMPTC03	2918.275	2939.370	-0.7	NA	NA	3117.000	2665.000
CIF Mexico P1020 Aluminum (All-in) (¢/lb)	MMPTD03	132.371	133.328	-0.7	NA	NA	141.385	120.883
Duty paid IW R'dam mid ($/mt)	AALVH03	209.38	188.26	11.2	343.88	-39.1	365.00	187.50
Duty paid IW R'dam low ($/mt)	AALVH03	199.00	175.87	13.2	330.48	-39.8	350.00	175.00
Duty paid IW R'dam high ($/mt)	AALVH03	219.75	200.65	9.5	357.29	-38.5	380.00	200.00
Duty unpaid IW R'dam mid ($/mt)	AALVK00	157.13	141.96	10.7	281.07	-44.1	310.00	140.00
Duty unpaid IW R'dam low ($/mt)	AALVK00	145.00	132.39	9.5	270.00	-46.3	300.00	130.00
Duty unpaid IW R'dam high ($/mt)	AALVK00	169.25	151.52	11.7	292.14	-42.1	320.00	150.00
Low-carbon 6060/6063 Billet DDP Germany ($/mt)	LCABG03	528.45	532.61	-0.8	620.48	-14.8	590.00	507.50
Low-carbon 6060/6063 Billet DDP Italy ($/mt)	LCABI03	533.00	531.30	0.3	617.50	-13.7	577.00	510.00
Billet 6060/6063 DDP Germany ($/mt)	ABGEA03	518.45	522.61	-0.8	620.48	-16.4	580.00	497.50
Billet 6060/6063 DDP Italy ($/mt)	ABITA03	523.00	521.30	0.3	617.50	-15.3	567.00	500.00
CIF Japan premium ($/mt)	AAMDP00	61.905	74.478	-16.9	161.857	-61.8	220.000	59.000
CIF Japan Fixed Price Equivalent ($/mt)	MMJAL03	2656.025	2678.630	-0.8	2492.200	6.6	2850.900	2532.500
CIF Japan Quarter Fixed Price Equivalent ($/mt)	MMJAQ03	2702.025	2712.152	-0.4	2502.250	8.0	2891.475	2563.250
CIF Major Asian Port (MAP) P1020 Premium	AAFGG03	79.286	88.261	-10.2	164.524	-51.8	217.900	79.286
CIF Brazil premium ($/mt)	MMABP03	245.200	245.500	-0.1	250.000	-1.9	252.000	245.000
Brazil DDP SE Prem, low ICMS ($/mt)	MMABS03	257.000	265.625	-3.2	295.000	-12.9	285.000	255.000
Brazil DDP SE Prem, high ICMS ($/mt)	ABRAA03	129.000	138.750	-7.0	191.000	-32.5	155.000	125.000
Alloy 226 del Eur (Eur/mt)	AALVU00	2263.000	2315.000	-2.2	2303.000	-1.7	2600.000	2200.000
Alloy 231 DDP Germany (Eur/mt)	ABLVT03	2308.000	2391.250	-3.5	2369.000	-2.6	2650.000	2271.000
European Aluminum Scrap High Grade Auto Shreds (Eur/mt)	ANICC03	1680.000	1722.610	-2.5	1718.810	-2.3	1916.190	1680.000
MW A-380 Alloy (¢/lb)	MMAAD02	134.500	135.333	-0.6	135.861	-1.0	138.000	133.000
US MW Transaction-A380 Spread (¢/lb)	ALUMB03	54.399	51.030	6.6	-12.488	-535.6	54.399	6.467
MW 319 (¢/lb)	MMAAC02	143.563	144.444	-0.6	144.944	-1.0	148.000	138.000
MW 356 (¢/lb)	MMAAB02	163.500	163.000	0.3	159.944	2.2	167.000	156.000

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Monthly averages (continued)

	Symbol		Last month	% Change	Last year	% Change	2025 High	2025 Low
MW US A356.2 Upcharge (¢/lb)	AUMIA03	19.429	21.182	-8.3	26.750	-27.4	23.000	18.000
MW A356.2 (All-in) (¢/lb)	AUMIB03	208.351	207.383	0.5	151.355	37.7	212.225	155.064
MW F132 (¢/lb)	MMAAA02	159.000	156.667	1.5	151.667	4.8	160.000	150.000
MW US A413 (¢/lb)	MMWUS03	165.250	166.167	-0.6	168.167	-1.7	171.750	163.000
MW US B390 (¢/lb)	FAALB03	183.250	184.722	-0.8	186.556	-1.8	186.313	181.750
US Old Cast (¢/lb)	AAFFN00	86.125	85.889	0.3	81.000	6.3	89.000	80.500
US Old Sheet (¢/lb)	AAFBO00	91.250	91.667	-0.5	80.556	13.3	100.000	87.000
US Mill-grade MLCCs (¢/lb)	AAFBR00	100.188	110.667	-9.5	90.333	10.9	119.000	97.000
US MW Transaction-Mill MLCCs Spread (¢/lb)	ALUMC03	88.327	75.697	16.7	33.265	165.5	88.327	36.967
US Smelter-grade MLCCs (¢/lb)	AAFBV00	89.750	90.556	-0.9	85.667	4.8	94.000	85.000
US HG Auto Shreds (¢/lb)	AASSP03	95.000	95.056	-0.1	94.667	0.4	99.000	90.000
US LG Auto Shreds (¢/lb)	AASSO03	84.000	84.000	0.0	82.000	2.4	88.000	83.000
US Turnings (¢/lb)	AAFCC00	87.750	88.333	-0.7	80.778	8.6	92.000	80.000
US Clean Aluminum Wheels (¢/lb)	ACLEA03	126.667	125.364	1.0	105.545	20.0	128.000	107.000
US 6063 Billet Upcharge (¢/lb)	AAMDO00	15.000	14.600	2.7	10.600	41.5	16.000	8.500
US 6063 New Bare Extrusion Scrap discount (¢/lb)	AAMCZ00	28.750	22.300	28.9	15.000	91.7	32.000	11.000
US 6063 New Bare Ext Scrap (¢/lb)	AAXVZ03	160.665	166.825	-3.7	115.490	39.1	170.225	118.196
US 6022 New Bare Scrap discount (¢/lb)	AAXVM03	36.250	35.600	1.8	21.500	68.6	39.000	13.000
US 6022 New Bare Scrap (¢/lb)	AAXVX03	152.851	150.772	1.4	103.117	48.2	156.705	116.957
US 5052 New Bare Scrap discount (¢/lb)	ABSDB03	21.875	19.700	11.0	13.000	68.3	26.000	8.000
US 5052 New Bare Scrap (¢/lb)	ABSDA03	166.551	166.707	-0.1	111.617	49.2	174.887	123.312
US Painted Siding (¢/lb)	AASNW03	97.250	103.000	-5.6	90.200	7.8	123.000	94.000
US UBCs (¢/lb)	AAMDC00	95.250	100.400	-5.1	91.200	4.4	123.000	93.000
US MW Transaction-UBCs Spread (¢/lb)	ALUMA03	93.850	85.532	9.7	33.144	183.2	93.850	29.506
Old cast, del NE Mexico (¢/lb)	AAXUA03	100.732	103.269	-2.5	89.355	12.7	104.481	86.081
Old sheet, del NE Mexico (¢/lb)	AAXUB03	91.049	90.901	0.2	80.813	12.7	92.259	82.550
UBCs, del NE Mexico (¢/lb)	AAXUC03	90.748	92.115	-1.5	82.208	10.4	105.604	88.195
6063 scrap del NE Mexico (¢/lb)	AAXUD03	122.510	114.893	6.6	102.659	19.3	123.720	97.847
Old cast, del NE Mexico (pesos/kg)	AAXXA03	41.625	42.600	-2.3	37.700	10.4	43.100	39.000
Old sheet, del NE Mexico (pesos/kg)	AAXXB03	37.625	37.500	0.3	34.100	10.3	41.000	37.000
UBCs, del NE Mexico (pesos/kg)	AAXXC03	37.500	38.000	-1.3	34.700	8.1	47.125	37.000
6063 scrap del NE Mexico (pesos/kg)	AAXXD03	50.625	47.400	6.8	43.300	16.9	51.125	42.750
Low Emissions Aluminum								
LC price paid IW R'dam mid ($/mt)	LALVE03	214.375	193.261	10.9	360.786	-40.6	379.205	193.261
LC price paid IW R'dam low ($/mt)	LALVE03	204.000	180.870	12.8	347.381	-41.3	365.000	180.870
LC price paid IW R'dam high ($/mt)	LALVE03	224.750	205.652	9.3	374.190	-39.9	393.409	205.652
LC price unpaid IW R'dam mid ($/mt)	LALVI03	167.125	151.957	10.0	297.976	-43.9	336.136	151.957
LC price unpaid IW R'dam low ($/mt)	LALVI03	155.000	142.391	8.9	286.905	-46.0	322.727	142.391
LC price unpaid IW R'dam high ($/mt)	LALVI03	179.250	161.522	11.0	309.048	-42.0	349.545	161.522
ZC price paid IW R'dam mid ($/mt)	ZALVE03	301.955	280.635	7.6	429.186	-29.6	459.159	280.635
ZC price paid IW R'dam low ($/mt)	ZALVE03	291.580	268.243	8.7	415.781	-29.9	444.955	268.243
ZC price paid IW R'dam high ($/mt)	ZALVE03	312.330	293.026	6.6	442.590	-29.4	473.364	293.026
ZC price unpaid IW R'dam mid ($/mt)	ZALVI03	254.705	239.330	6.4	366.376	-30.5	416.091	239.330
ZC price unpaid IW R'dam low ($/mt)	ZALVI03	242.580	229.765	5.6	355.305	-31.7	402.682	229.765
ZC price unpaid IW R'dam mid ($/mt)	ZALVI03	266.830	248.896	7.2	377.448	-29.3	429.500	248.896
LCAP paid IW R'dam ($/mt)	LCARA03	5.000	5.000	0.0	16.905	-70.4		
LCAP unpaid IW R'dam ($/mt)	LCARB03	10.000	10.000	0.0	16.905	-40.8		
ZCAP paid IW R'dam ($/mt)	LCARC03	92.580	92.374	0.2	85.305	8.5		
ZCAP unpaid IW R'dam ($/mt)	LCARD03	97.580	97.374	0.2	85.305	14.4		
Japan Low-Carbon Aluminum Premium ($/mt)	JLCAA03	60.00	60.00	0.00	NA	NA	60.00	40.50
Japan Low-Carbon Aluminum Spot Price (All-in) ($/mt)	JLCAB03	2716.03	2738.63	-0.83	NA	NA	2896.53	2580.55
Japan Low-Carbon Aluminum Quarterly Contract Price (All-in) ($/mt)	JLCAC03	2762.03	2772.15	-0.37	NA	NA	2931.35	2611.30
Asia Low-Carbon Aluminum Premium ($/mt)	JLCAD03	55.00	52.39	4.98	NA	NA	55.00	39.40
Asia Low-Carbon Aluminum Spot Price (All-in) ($/mt)	JLCAE03	2728.38	2744.80	-0.60	NA	NA	2908.08	2595.55
Copper								
COMEX HG 1ST Pos (¢/lb)	CMAAD02	444.083	544.730	-18.5	409.561	8.4	579.500	398.850
COMEX HG 2ND Pos (¢/lb)	CMAAE02	447.948	548.150	-18.3	412.011	8.7	581.950	402.600
COMEX HG 3RD Pos (¢/lb)	CMAAF10	465.388	562.584	-17.3	424.539	9.6	594.500	415.650
MW No.1 Burnt Scrap (¢/lb)	MMACJ02	33.750	98.000	-65.6	23.500	43.6	130.000	25.000
MW No.1 Bare Bright (¢/lb)	MMACL02	23.750	80.000	-70.3	12.750	86.3	100.000	15.000
MW No.2 Scrap (¢/lb)	MMACN02	48.750	128.000	-61.9	37.250	30.9	160.000	42.000
NY Dlr Prem Cath (¢/lb)	MMACP03	1.000	1.500	-33.3	11.000	-90.9	14.000	0.000
US Transaction (¢/lb)	MMCUT03	447.893	550.298	-18.6	421.814	6.2	587.000	411.350
Clean Copper Concentrate ($/mt)	PCCCA03	2589.571	2595.391	-0.2	2320.429	11.6		
Clean Copper Concentrate TC ($/mt)	PCCCB03	-42.333	-42.670	-0.8	3.571	-1285.5		
Clean Copper Concentrate RC (¢/lb)	PCCCC03	-4.233	-4.267	-0.8	0.357	-1285.7		

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Monthly averages (continued)

	Symbol		Last month	% Change	Last year	% Change	2025 High	2025 Low
Lead								
North American Market (¢/lb)	AADDN00	106.982	109.073	-1.9	105.328	1.6	111.078	97.554
Used lead-acid batteries USMW (¢/lb)	MMLAB04	30.750	30.200	1.8	30.875	-0.4	32.000	28.000
Used lead-acid batteries USNE (¢/lb)	MMLAB03	31.875	31.800	0.2	32.250	-1.2	34.000	30.000
Tin								
MW NY Dealer (¢/lb)	MMAAW02	1583.875	1579.444	0.3	1472.333	7.6	1742.000	1333.000
Zinc								
MW NA SHG (¢/lb)	MMABD02	145.296	144.139	0.8	140.913	3.1	155.536	135.233
MW NA GAL (¢/lb)	MMABI02	145.296	144.139	0.8	140.913	3.1	155.536	135.233
MW Alloyer NO. 3 (¢/lb)	MMABH02	168.596	167.400	0.7	164.913	2.2	177.536	157.851
Precious Metals								
Gold								
COMEX 1ST Pos ($/tr oz)	CMAAG02	3372.743	3342.232	0.9	2467.250	36.7	3473.7	2638.4
COMEX 2ND Pos ($/tr oz)	CMAAH02	3519.448	3493.014	0.8	2582.005	36.3	3629.0	2762.9
Engelhard Unfab ($/tr oz)	MMABN02	3367.048	3342.409	0.7	2470.909	36.3	3439.0	2628.0
London Final ($/tr oz)	MMABL02	3362.993	3338.313	0.7	2467.967	36.3	3435.4	2633.4
London Initial ($/tr oz)	MMABM02	3358.178	3342.404	0.5	2468.238	36.1	3454.7	2631.8
Iridium								
NY Dealer mean ($/tr oz)	MMAIJ03	4506.250	4270.000	5.5	4430.000	1.7	4650.0	3700.0
Palladium								
JM Base NA ($/tr oz)	LMABS02	1141.810	1208.000	-5.5	940.636	21.4	1305.0	918.0
Engelhard Unfab ($/tr oz)	MMABW02	1139.095	1206.091	-5.6	945.227	20.5	1310.0	915.0
NYMEX EX NEARBY ($/tr oz)	XMAAA02	1140.133	1236.841	-7.8	918.759	24.1	1326.9	888.0
NY Dealer mean ($/tr oz)	MMABV03	1139.375	1196.500	-4.8	925.100	23.2	1283.0	919.0
NY Dealer low ($/tr oz)	MMABV03	1106.750	1145.000	-3.3	893.200	23.9	1230.0	895.0
NY Dealer high ($/tr oz)	MMABV03	1172.000	1248.000	-6.1	957.000	22.5	1336.0	943.0
Platinum								
JM Base NA ($/tr oz)	LMABW02	1341.857	1398.826	-4.1	950.955	41.1	1472.0	922.0
Engelhard Unfab ($/tr oz)	MMAHH02	1341.810	1396.364	-3.9	950.045	41.2	1480.0	924.0
NYMEX EX NEARBY ($/tr oz)	XMAAB02	1345.262	1418.618	-5.2	949.350	41.7	1495.7	905.9
NY Dealer mean ($/tr oz)	MMAHX03	1334.500	1391.600	-4.1	951.900	40.2	1482.0	899.0
NY Dealer low ($/tr oz)	MMAHX03	1300.000	1335.400	-2.7	926.600	40.3	1380.0	899.0
NY Dealer high ($/tr oz)	MMAHX03	1369.000	1447.800	-5.4	977.200	40.1	1482.0	945.0
Rhodium								
NY Dealer mean ($/tr oz)	MMAID03	7165.625	5891.500	21.6	4651.000	54.1	7437.5	4500.0
NY Dealer low ($/tr oz)	MMAID03	6937.500	5665.000	22.5	4606.000	50.6	7300.0	4475.0
NY Dealer high ($/tr oz)	MMAID03	7393.750	6118.000	20.9	4696.000	57.4	7575.0	4525.0
JM Base N. AMERI ($/tr oz)	LMACA02	7255.952	5979.348	21.4	4709.091	54.1	7575.0	4575.0
Engelhard Unfab ($/tr oz)	MMAHY02	7290.476	6020.682	21.1	4695.455	55.3	7625.0	4575.0
Ruthenium								
NY Dealer mean ($/tr oz)	MMAIH03	848.750	759.500	11.8	334.500	153.7	930.0	420.0
Silver								
COMEX 1ST Pos (¢/tr oz)	CMAAJ02	3815.371	3772.668	1.1	2849.577	33.9	4020.0	2911.6
COMEX 2ND Pos (¢/tr oz)	CMAAK02	3841.419	3798.809	1.1	2871.595	33.8	4056.1	2938.1
COMEX 3RD Pos (¢/tr oz)	CMAAL02	3994.243	3945.832	1.2	2964.018	34.8	4211.8	3059.4
Handy& Harman (¢/tr oz)	MMACD02	3818.471	3769.777	1.3	2852.968	33.8	3957.1	2959.5
Engelhard Unfab (¢/tr oz)	MMACH02	3826.476	3783.364	1.1	2870.727	33.3	3950.0	2935.0
London Fix, Pence (pence/tr oz)	MMACE02	2821.850	2789.043	1.2	2207.000	27.9	2905.000	2355.000
London Fix, US (¢/tr oz)	MMACF02	3793.475	3767.000	0.7	2851.905	33.0	3932.0	2940.5
London Silver Price ($/tr oz)	MMAXD02	37.935	37.670	0.7	28.519	33.0	39.3	29.4
Light Metals								
Magnesium								
MW Magnesium 93% Alloy DDP US (¢/lb)	MMAHR03	240.000	244.000	-1.6	265.000	-9.4	300.000	200.000
MW Magnesium 99.8% DDP US (¢/lb)	MMAHQ03	312.500	312.500	0.0	335.000	-6.7	350.000	300.000
Silicon								
553 Grade Del US Midwest (¢/lb)	MMAJM03	140.000	134.000	4.5	188.750	-25.8	145.000	120.000
Titanium								
MW US 70% Ferro ($/lb)	MMAJX03	2.619	2.670	-1.9	3.350	-21.8	3.600	2.500
MW US Turning 0.5% ($/lb)	MMAJZ03	2.250	2.250	0.0	2.250	0.0	2.500	2.000

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Monthly averages (continued)

	Symbol		Last month	% Change	Last year	% Change	2025 High	2025 Low
Battery Metals								
Lithium Carbonate CIF North Asia ($/mt)	BATLC03	9312	8446	10.3	11248	-24.9	10300	8000
Recycled Lithium Carbonate CIF North Asia ($/mt)	BATNA03	9212	8263	11.5	10900	-15.5	9900	7400
Lithium Hydroxide CIF North Asia ($/mt)	BATLH03	8943	8204	9.0	11038	-19.0	10000	8000
Lithium Carbonate CIF North Asia Import Parity (Yuan/mt)	BATCP03	75240	68437	9.9	90884	-17.2	83879	64954
Lithium Carbonate DDP China ($/mt)	BATAM03	10883	9274	17.3	NA	NA	12338	8229
Lithium Carbonate DDP China (Yuan/mt)	BATCA03	77605	66300	17.1	74643	4.0	88000	59000
Recycled Lithium Carbonate DDP China (Yuan/mt)	BATCN03	77167	66128	16.7	73619	4.8	87500	58700
Lithium Hydroxide DDP China ($/mt)	BATBM03	10195	8271	23.3	NA	NA	10936	7753
Lithium Hydroxide DDP China (Yuan/mt)	BATHY03	72695	59126	22.9	72062	0.9	78000	55500
Lithium Carbonate CIF Europe ($/mt)	LCCIF03	8905	8385	6.2	11638	-23.5	10500	8100
Lithium Hydroxide CIF Europe ($/mt)	LHCIF03	8608	8252	4.3	11552	-25.5	10000	8100
Lithium Carbonate DDP US ($/mt)	ALTHA03	10864	10564	3	13055	-17	11224	10500
Lithium Hydroxide DDP US ($/mt)	ALTHB03	10964	10664	2.8	NA	NA	11324	10600
Lithium Triangle - LiT FOB ($/mt)	BATLA03	8919	8320	7	NA	NA	9659	8310
Lithium Spodumene 5.5% Li2O CIF China ($/mt)	BATLS03	815	655	24.4	NA	NA	917	550
Lithium Spodumene 6% FOB Australia ($/mt)	BATSP05	875	695	26	789	11	875	586
Lithium Spodumene 0.1% differential to Spodumene 6% FOB Australia ($/mt)	BATSS03	14.59	11.58	25.99	13.14	11.04	14.59	9.77
Lithium Spodumene 5.5-6.0% FOB Brazil ($/mt)	BATST03	852	677	26	NA	NA	910	585
Cobalt Sulfate CIF North Asia ($/mt)	BATCO03	7395	6884	7.4	4786	54.5	7600	3700
Cobalt Hydroxide CIF China ($/mt)	BATCT03	28901.52	27442.73	5.32	13836.62	108.88	29541.91	12345.87
Cobalt Hydroxide CIF China ($/lb)	BATCH03	13.11	12.45	5.30	6.28	108.76	13.40	5.60
Cobalt Sulfate DDP China ($/mt)	BATCM03	7287	6859	6.2	NA	NA	7361	3548
Cobalt Sulfate DDP China (Yuan/mt)	BATCS03	51962	49035	6.0	28190	84.3	52500	25500
Cobalt Metal 99.8% Mixed-Use Basket A IW Rotterdam ($/lb)	ECMCG03	15.140	15.150	-0.066	NA	NA	15.350	9.648
Cobalt Metal 99.8% Mixed-Use Basket B IW Rotterdam ($/lb)	MMAIK03	15.925	16.000	-0.469	12.785	24.560	0.000	0.000
Cobalt Metal 99.8% Alloy Use IW Rotterdam ($/lb)	ECMAG03	18.500	18.783	-1.507	NA	NA	19.700	12.913
99.8% US Spot cath mean ($/lb)	MMAEO03	20.381	20.884	-2.4	16.305	25.0	22.500	14.000
Low-grade Nickel Ore CIF China $/wmt	ANINO03	42.74	44.45	-3.85	NA	NA	45.50	34.50
High-grade Nickel Ore CIF China $/wmt	ANIOC03	64.59	65.69	-1.67	NA	NA	68.00	58.00
Nickel pig iron FOB Indonesia $/mtu	ANIPA03	113.35	110.29	2.77	123.10	-7.92	122.00	109.50
Nickel Sulfate DDP China (Yuan/mt)	BATNS03	26822	25863	4	26805	0	27700.000	25200.000
Nickel Sulfate DDP China ($/mt)	BATNU03	3761	3618	4	3757	0	3860.000	3506.000
Nickel Sulfate premium CIF Northeast Asia ($/mt)	BATNB03	396	591	-33.0	1231	-67.8	2050	250
Nickel Sulfate calculated price CIF Northeast Asia ($/mt)	BATNC03	3414	3482	-2.0	3900	-12.5	4016	3356
Europe Nickel Sulfate premium IW Rotterdam ($/mt)	ANICA03	2000	2000	0	2650	-25	2200	2000
Europe Nickel Sulfate calculated price IW Rotterdam ($/mt)	ANICB03	3770	3795	-1	4214	-11	4070	3770
Nickel Sulfate premium CIF US ($/mt)	ANIPB03	2600	2600	0.0	2700	-3.7	2700	2400
Nickel Sulfate calculated price CIF US ($/mt)	ANIPC03	3903	3927	-0.6	4225	-7.6	4272	3659
MHP CIF North Asia basis Nickel Sulfate ($/mt)	BATME03	12879	12730	1	13913	-7	13620	12052
MHP CIF North Asia basis Nickel Sulfate (Yuan/mt)	BATMA03	91840	91007	1	99252	-7	98072	86435
MHP CIF North Asia payable basis Nickel Sulfate (%)	BATMB03	76.36	78.47	-2.69	83.00	-8.00	81.00	72.00
MHP CIF North Asia basis LME Nickel ($/mt)	BATMC03	12888	12715	1	12926	0	13578	12068
MHP CIF North Asia payable basis LME Nickel (%)	BATMD03	85.83	84.85	1.15	79.00	8.65	86.50	78.50
Manganese Sulfate DDP China (Yuan/mt)	BATMS03	5324	5385	-1	6121	-13	6100.000	5300.000
Manganese Sulfate DDP China ($/mt)	BATMT03	747	753	-1	858	-13	851.000	742.000
LFP Black Mass DDP China percent Lithium (Yuan/mt)	LBMCA03	3000	2422	24	3245	-8	3300	2200
Ni-Co Black Mass DDP China Lithium payables (%)	NBMCA03	71	68	4	70	1	77	66
Ni-Co Black Mass DDP China Cobalt payables (%)	NBMCB03	72	70	3	70	3	77	68
Ni-Co Black Mass DDP China Nickel payables (%)	NBMCC03	72	70	3	70	3	77	68
Ni-Co Black Mass DDP China calculated price (Yuan/mt)	NBMCD03	28173	25360	11	23160	22	29801	23058
Ni-Co Black Mass EXW Europe Lithium payables (%)	NBMEA03	0.00	0.00	NA	0.00	NA	0.00	0.00

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Monthly averages (continued)

	Symbol		Last month	% Change	Last year	% Change	2025 High	2025 Low
Ni-Co Black Mass EXW Europe Cobalt payables (%)	NBMEB03	69.50	70.30	-1.14	57.02	21.89	78.00	66.00
Ni-Co Black Mass EXW Europe Nickel payables (%)	NBMEC03	69.50	70.30	-1.14	57.02	21.89	78.00	66.00
Ni-Co Black Mass EXW Europe calculated price ($/mt)	NBMED03	2403	2442	-2	1915	25	2779	1890
Ni-Co Black Mass DDP US Lithium payables (%)	NBNEC00	0.00	0.00	NA	9.32	-100.00	0.00	0.00
Ni-Co Black Mass DDP US Cobalt payables (%)	NBNEB00	72.00	70.64	1.93	70.00	2.86	72.00	67.00
Ni-Co Black Mass DDP US Nickel payables (%)	NBNEA00	72.00	70.64	1.93	70.00	2.86	72.00	67.00
Ni-Co Black Mass DDP US calculated price ($/mt)	NBNED00	2692	2686	0	2561	5	2830	2137
Natural Flake Graphite 94-95% C, FOB China ($/mt)	BATAA03	405	396	2	421	-4	417	396
Natural Flake Graphite 94-95% C, CIF Northeast Asia ($/mt)	BATBA03	430	421	2	463	-7	447	421
Spherical Graphite 99.95% C, FOB China ($/mt)	BATAB03	1528	1571	-3	1800	-15	1769	1528
Spherical Graphite 99.95% C, CIF Northeast Asia ($/mt)	BATBB03	1553	1596	-3	1845	-16	1799	1553
Uncalcined Needle Coke DDP China (Yuan/mt)	BATCC03	5733	5815	-1.4	5195	10.4	6700	5050
Uncalcined Needle Coke DDP China (Import Parity) ($/mt)	BATIP03	685	694	-1.3	619	10.7	801	596
Cathode Active Material (CAM)								
LFP CAM China production ($/mt)	NAMAA03	4479	4120	9	NA	NA	4808	3884
LFP CAM China production ($/kWh)	NAMAQ03	9.332	8.584	8.714	NA	NA	10.017	8.092
LFP CAM China production (Yuan/mt)	NAMAE03	31942	29456	8	NA	NA	34292	27838
LFP CAM China production (Yuan/kWh)	NAMAU03	66.546	61.366	8.441	NA	NA	71.442	57.996
LFP CAM Europe import ($/mt)	NAMAI03	4620	4299	7	NA	NA	4948	4033
LFP CAM Europe import ($/kWh)	NAMAY03	9.625	8.956	7.470	NA	NA	10.308	8.402
LFP CAM N America import ($/mt)	NAMAM03	4626	4307	7	NA	NA	4951	4150
LFP CAM N America import ($/kWh)	NAMBC03	9.637	8.972	7.412	NA	NA	10.315	8.646
NMC811 CAM China production ($/mt)	NAMAB03	21009	19683	7	NA	NA	21504	19344
NMC811 CAM China production ($/kWh)	NAMAR03	28.390	26.599	6.733	NA	NA	29.059	26.141
NMC811 CAM China production (Yuan/mt)	NAMAF03	149808	140715	6	NA	NA	152743	138442
NMC811 CAM China production (Yuan/kWh)	NAMAV03	202.443	190.156	6.462	NA	NA	206.409	187.084
NMC811 CAM Europe import ($/mt)	NAMAJ03	21149	19862	6	NA	NA	21619	19514
NMC811 CAM Europe import ($/kWh)	NAMAZ03	28.580	26.840	6.483	NA	NA	29.215	26.370
NMC811 CAM N America import ($/mt)	NAMAN03	21155	19870	6	NA	NA	21649	19570
NMC811 CAM N America import ($/kWh)	NAMBD03	28.588	26.851	6.469	NA	NA	29.255	26.446
NMC622 CAM China production ($/mt)	NAMAC03	18496	17419	6	NA	NA	19085	16661
NMC622 CAM China production ($/kWh)	NAMAS03	28.565	26.902	6.182	NA	NA	29.475	25.731
NMC622 CAM China production (Yuan/mt)	NAMAG03	131890	124527	6	NA	NA	136118	119451
NMC622 CAM China production (Yuan/kWh)	NAMAW03	203.691	192.320	5.913	NA	NA	210.221	184.480
NMC622 CAM Europe import ($/mt)	NAMAK03	18636	17597	6	NA	NA	19225	16826
NMC622 CAM Europe import ($/kWh)	NAMBA03	28.782	27.177	5.906	NA	NA	29.691	25.986
NMC622 CAM N America import ($/mt)	NAMAO03	18642	17605	6	NA	NA	19228	16951
NMC622 CAM N America import ($/kWh)	NAMBE03	28.791	27.190	5.888	NA	NA	29.696	26.179

Ferroalloys

Ferrochrome

65% High Carbon IW US mean (¢/lb)	MMAFA03	155.000	165.000	-6.1	187.500	-17.3	167.500	
65% High Carbon IW US low (¢/lb)	MMAFA03	150.000	162.000	-7.4	181.250	-17.2	165.000	
65% High Carbon IW US high (¢/lb)	MMAFA03	160.000	168.000	-4.8	193.750	-17.4	170.000	
Low Carbon .10% IW US mean (¢/lb)	MMAIM03	250.000	250.000	0.0	280.000	-10.7	257.500	
Low Carbon .10% IW US low (¢/lb)	MMAIM03	245.000	245.000	0.0	277.500	-10.7	255.000	
Low Carbon .10% IW US high (¢/lb)	MMAIM03	255.000	255.000	0.0	282.500	-9.7	260.000	
Low Carbon .05% IW US mean (¢/lb)	MMAFC03	307.500	307.500	0.0	313.125	-1.8	307.500	
Low Carbon .05% IW US low (¢/lb)	MMAFC03	305.000	305.000	0.0	308.750	-1.2	305.000	
Low Carbon .05% IW US high (¢/lb)	MMAFC03	310.000	310.000	0.0	317.500	-2.4	310.000	
60-65% High Carbon CIF Japan (¢/lb)	MMAEW03	92.250	91.800	0.5	100.125	-7.9	94.500	

Ferromanganese

Med Carbon 85% Mn IW US mean (¢/lb)	MMAFK03	119.000	119.000	0.0	118.500	0.4	119.000	
Med Carbon 85% Mn IW US low (¢/lb)	MMAFK03	118.000	118.000	0.0	117.000	0.9	118.000	
Med Carbon 85% Mn IW US high (¢/lb)	MMAFK03	120.000	120.000	0.0	120.000	0.0	120.000	
High Carbon 76% IW US mean ($/gt)	MMAFH03	1262.500	1337.500	-5.6	1570.000	-19.6	1375.000	
High Carbon 76% IW US low ($/gt)	MMAFH03	1225.000	1305.000	-6.1	1540.000	-20.5	1350.000	
High Carbon 76% IW US high ($/gt)	MMAFH03	1300.000	1370.000	-5.1	1600.000	-18.8	1400.000	

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Monthly averages (continued)

	Symbol		Last month	% Change	Last year	% Change	2025 High	2025 Low
Ferromolybdenum								
US FeMo mean ($/lb)	MMAFQ03	31.125	30.220	3.0	23.785	30.9	35.000	22.700
Europe 65% mean ($/lb)	MMAFO03	56.119	53.172	5.5	50.360	11.4	58.100	46.900
Stainless scrap								
NA FREE MKT 18-8 ($/lt)	AALDS00	1285.375	1192.300	7.8	810.800	58.5	1411.000	1120.000
EU CIF Rotterdam 18-8 (Eur/mt)	CASSR03	970.500	978.261	-0.8	NA	NA	1186.190	970.500
EU CIF Rotterdam 18-8 ($/mt)	CASSS03	1130.492	1142.700	-1.1	NA	NA	1308.841	1130.492
Ferrosilicon								
75% Si IW US mean (¢/lb)	MMAFT03	138.750	143.000	-3.0	134.500	3.2	150.000	
75% Si IW US low (¢/lb)	MMAFT03	130.000	136.000	-4.4	133.500	-2.6	140.000	
75% Si IW US high (¢/lb)	MMAFT03	147.500	150.000	-1.7	135.500	8.9	160.000	
75% CIF Japan ($/mt)	MMAJP03	1093.130	1071.500	2.02	1333.750	-18.04		
75% FOB China ($/mt)	MMAKB03	1083.130	1060.000	2.18	1318.750	-17.87		
Ferrovanadium								
US Ferrovanadium ($/lb)	MMAFY03	13.950	14.130	-1.3	12.440	12.1	15.000	13.100
Manganese								
44% Mn Ore CIF Tianjin ($/dmtu)	AAWER03	4.400	4.330	1.6	6.376	-31.0	5.050	4.315
36% Mn Ore CIF Tianjin	AAXRX03	4.040	3.900	3.6	4.040	0.0	4.375	3.800
Iron Differential per 1% (\> 40% Mn Ore)	FAWER03	0.170	0.145	17.2	0.032	431.3	0.170	0.040
Silica Differential per 1% (\> 40% Mn Ore)	SAWER03	-0.025	-0.025	0.0	-0.064	-60.9	-0.012	-0.025
Molybdenum								
Dealer Oxide Midpoint/mean ($/lb)	MMAYQ03	24.706	23.084	7.0	21.056	17.3	25.700	
Dealer Oxide low ($/lb)	MMAYQ03	24.601	23.003	6.9	20.979	17.3	25.600	
Dealer Oxide high ($/lb)	MMAYQ03	24.811	23.164	7.1	21.133	17.4	25.800	
Nickel								
NY Dealer Cathode mean ($/lb)	MMAAQ03	7.322	7.378	-0.8	7.897	-7.3	7.890	7.187
NY Dealer Cathode low ($/lb)	MMAAQ03	7.320	7.372	-0.7	7.896	-7.3	7.887	7.186
NY Dealer Cathode high ($/lb)	MMAAQ03	7.324	7.383	-0.8	7.899	-7.3	7.892	7.188
NY Dealer Melt mean ($/lb)	MMAAS03	7.322	7.378	-0.8	7.897	-7.3	7.890	7.187
NY Dealer Melt low ($/lb)	MMAAS03	7.320	7.372	-0.7	7.896	-7.3	7.887	7.186
NY Dealer Melt high ($/lb)	MMAAS03	7.324	7.383	-0.8	7.899	-7.3	7.892	7.188
Silicomanganese								
65% Mn IW US mean (¢/lb)	MMAGR03	63.250	63.500	-0.4	69.750	-9.3	63.500	
65% Mn IW US low (¢/lb)	MMAGR03	62.000	62.000	0.0	69.000	-10.1	62.000	
65% Mn IW US high (¢/lb)	MMAGR03	64.500	65.000	-0.8	70.500	-8.5	65.000	
65% CIF Japan ($/mt)	MMAJG03	936.880	942.500	-0.60	967.500	-3.16		

Platts Exchange Rates

USD.GBP London close	GBPUS03	1.345360	1.349722	-0.3	1.293186	4.0	1.373100	1.215800
USD.AUD Singapore close	AUDUS03	0.649057	0.654022	-0.8	0.665590	-2.5	0.661400	0.600400
USD.JPY Singapore close	JPYUS03	0.006781	0.006809	-0.4	0.006838	-0.8	0.007100	0.006300
USD.EUR London close	EURUS03	1.164800	1.167904	-0.3	1.101381	5.8	1.178200	1.020700

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Metals Daily

Volume 13 / Issue 244 / December 10, 2024

Critical raw material supply gaps threaten EU clean energy goals: report

- EU faces declining domestic mining and refining capacity, increasing reliance on imports
- Likely struggles to meet Critical Resources Mineral Act targets
- Recommends new technologies, project financing, offtake agreements

Delays in critical raw material mining projects and inadequate refining capacity threaten to undermine the EU's aim to lead in the clean energy sector and its broader strategic autonomy, according to a new report by Systemiq, supported by Breakthrough Energy and analyzed by The Energy Transitions Commission.

In the report titled "Critical Raw Material Supply-side Innovation Roadmap for the EU Energy Transition," released Dec. 10, Systemiq noted that a key global challenge was the major supply shortfall for most critical raw materials expected by 2035, as clean technology deployment accelerated over the next 10 to 15 years.

Despite evolving battery chemistries, material innovation, and improved recycling rates potentially reducing primary supply requirements, the report projected a significant supply gap for most critical raw materials (CRMs) in a net-zero scenario by 2035.

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Platts Key Metals Benchmarks

	Symbol		Change	Date assessed
Daily prices				
Alumina PAX FOB Australia ($/mt)	MMWAU00	750.000	-10.000	10-Dec
Aluminum MW US Transaction premium (¢/lb)	MMAKE00	21.950	0.050	10-Dec
Aluminum CIF Japan premium ($/mt)	MMANA00	193.000-193.000	0.000/0.000	10-Dec
Aluminum CIF Japan premium Q4 ($/mt)	AAFGA00	175.000-175.000	0.000/0.000	10-Dec
Aluminum duty paid IW Rotterdam premium ($/mt)	AALVE00	350.000-375.000	0.000/0.000	10-Dec
Molybdenum oxide, daily dealer ($/lb)	MMAYQ00	21.600-21.720	0.050/-0.080	10-Dec
Ferromolybdenum, 65% European ($/kg)	MMAFO00	50.500-50.750	0.200/0.150	10-Dec
Clean Copper Concentrates TC ($/mt)	PCCCB00	5.200	0.700	10-Dec
Clean Copper Concentrates RC (cents/lb)	PCCCC00	0.520	0.070	10-Dec
Twice weekly prices				
MW US A380 Alloy (¢/lb)	MMAAD00	133.500-135.000	-0.500/0.000	09-Dec
Weekly prices				
Aluminum CIF Brazil premium ($/mt)	MMABP04	250.000	0.000	06-Dec
Aluminum ADC12 FOB China ($/mt)	AAVSJ00	2400.000-2410.000	-10.000/-10.000	10-Dec
Aluminum Alloy 226 del. European works (Eur/mt)	AALVT00	2200.000-2280.000	10.000/20.000	06-Dec
Manganese Ore, 44% Mn, CIF Tianjin ($/dmtu)	AAWER00	4.200	0.000	06-Dec
Manganese Ore, 36% Mn, CIF Tianjin ($/dmtu)	AAXRX00	3.900	0.000	06-Dec
Moly oxide, Daily Dealer Wk Avg. ($/lb)	MMAGQ00	21.370-21.670	-0.020/0.004	06-Dec
Silicon, 553 Grade delivered US Midwest (¢/lb)	MMAJM00	135.000-145.000	0.000/0.000	04-Dec
Ferrochrome, US 65% High-Carbon IW US (¢/lb)	MMAFA00	135.000-150.000	-5.000/-5.000	04-Dec
Silicomanganese, 65:16 DDP NW Europe (Eur/mt)	MMAGR00	990.000-1040.000	0.000/0.000	04-Dec
Ferrosilicon, FOB China ($/mt)	MMAJP00	1200.000-1220.000	-10.000/-10.000	04-Dec
Ferrotitanium MW US, 70% ($/lb)	MMAFT00	3.500-3.600	0.300/0.100	05-Dec
Copper NY Dealer cathodes premium (¢/lb)	MMACP00	11.000-14.000	0.000/0.000	10-Dec
Copper MW No.1 Bare Bright Disc (¢/lb)	MMACL10	15.000	1.000	10-Dec

Aluminum

South32 withdraws Mozal Aluminium production guidance on civil unrest

- Civil unrest impacting transport of raw materials to Mozal smelter
- FY25 production guidance previously set at 360,000 mt
- Combined with Rusal cuts, could boost prices further: source

Mining and metals company South32 has withdrawn production guidance for its 63.7%-owned Mozal Aluminium smelter near Maputo, Mozambique as escalating civil unrest in the east African country impacts deliveries of raw materials, it said in a Dec. 10 notice.

The London-headquartered company said that road blockages were restricting the transport of raw materials to the smelter, adding that it had implemented contingency plans to mitigate operational impacts and was working with relevant stakeholders.

"We are withdrawing production guidance for Mozal Aluminium as we respond to the evolving situation. The safety and wellbeing of our people at Mozal Aluminium is our priority," South32 said.

It said there had been no security incidents at the smelter itself.

South32 previously set Mozal Aluminium's production guidance for financial year ending June 30, 2025 at 360,000 mt, with this expected to rise to 370,000 mt in fiscal year 2026.

The smelter produced 314,000 mt of aluminum in the 2024 financial year ended June 30, down 9% year over year.

An Asia-based producer source told S&P Global Commodity Insights that South32's move, together with Rusal's cuts, could potentially boost prices further, although "the underlying reason for cuts is probably a combination of weaker demand and increased costs."

"I don't think the higher prices are sustainable," he added.

A trader source said the news was "bullish on European premiums, translated to MJP premiums as well," referring to aluminum premiums on a CIF Japan basis.

A second producer source said the unrest had been going on for a while. "It will impact European supply immediately, and low-carbon supply as a whole," he said.

An EU trader source told Commodity Insights that the question was whether any impact would materialize.

"So far [the issue] is transport of raw material to Mozal, which means production is still unaffected, but if they cannot come through, it will be affected," he said.

Another EU trader said there would potentially be an impact on production and exports.

"When you stop the transport, you stop both the arrival of goods to the smelter, but also the arrival of aluminum to the Port of Maputo," he said.

A third EU trader said the event might be slightly bearish for alumina prices as South32 might need to sell some alumina back into the market, but it would be bullish for EU aluminum premiums if that supply was cut.

Platts, part of Commodity Insights, assessed the daily low-carbon aluminum prices at $337.50/mt duty unpaid in-warehouse Rotterdam and $382.50/mt duty paid in-warehouse Rotterdam Dec. 9, up 78% and 44% respectively since the start of 2024.

Mozambique's post-electoral protests have been ongoing since the presidential elections took place towards the end of October, which saw Daniel Chapo emerge as the winner.

Opposition supporters have opposed the election outcome, leading to clashes between state authorities and protesters.

—Jacqueline Holman, Jenson Ong, Khaula Bhatti

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CHINA DATA: Nov aluminum exports hit highest since June '22 ahead of tax rebate change

- Aluminum exports expected to remain elevated in Dec
- Aluminum prices seen rangebound in the short term
- Copper imports rise due to arbitrage opportunities

China's exports of unwrought aluminum and related products rose 36.6% on the year and 15.3% on the month to 669,000 mt in November, hitting the highest level since June 2022, customs data showed Dec. 10.

Exports have increased year on year for 12 straight months.

Total aluminum outflows are expected to remain elevated in December as domestic processors rush to export before new tax rebate rules kick in. China removed the 13% tax rebates on aluminum and copper exports effective Dec. 1.

China's unwrought aluminum exports rose 18.8% from the previous year to 6.16 million mt in the first 11 months of 2024.

Meanwhile, imports in November are expected to decline due to the closed import arbitrage window, market sources said. The import data is due to be released on Dec. 20.

The ratio between the Shanghai Futures Exchange and London Metal Exchange prices was 7.86 when the SHFE closed at 3:00 pm Beijing time on Dec. 9, indicating absent import arbitrage opportunities as LME prices remained stronger due to tight supply in seaborne markets.

Market sources anticipate that Chinese aluminum prices will remain rangebound in the short term, following a recent political meeting where the government committed to providing substantial fiscal policy support.

The most-active aluminum contract on the Shanghai Futures Exchange for February 2025 delivery closed at Yuan 20,320 ($2,805)/mt on Dec. 10, down 0.3% from the previous settled price, exchange data showed.

Copper imports hit 1-year high

China's imports of unwrought copper and copper products strengthened 3.5% from a month earlier to an almost one-year high of 528,000 mt in November, customs data showed. However, the inflows were 4.1% lower from a year earlier.

Industry sources attributed the month-on-month increase in November's unwrought copper imports to the recent availability of import arbitrage opportunities and ongoing smelter maintenance activities.

Unwrought copper imports increased 1.7% to 5.13 million mt in the first 11 months of the year.

China's copper exports are expected to decline in November amid a closed export arbitrage window and more maintenance at domestic smelters, according to market sources. The copper export data will be out Dec. 20.

Market sources said China's exports of copper products could decline in the short term due to the tax rebate rules. However, the rules may not significantly impact overall supply and demand, as China is a net importer of copper.

Copper cathode premium

Platts, part of S&P Global Commodity Insights, assessed Chinese copper import premiums at $45/mt plus London Metal Exchange cash, CIF China, on Dec. 9 for LME-registered normal brands of electrolytically refined cathode, up $5/mt from a month earlier.

In early December, spot liquidity surged significantly due to the favorable import arbitrage window to China, prompting many traders to purchase copper for shipment to the country.

Meanwhile, market participants have been concentrating on long-term contract negotiations. Most offers from smelters were reported to be above $80/mt for term contracts, although end-users showed reluctance to commit to purchases.

China's imports of copper concentrates were down 2.8% month on month and little changed year on year at 2.25 million mt in November, customs data showed.

Sources indicated that the month-on-month decline aligned with market expectations, attributed to the slow progress of new projects and an increase in maintenance plans by domestic smelters.

Imports totaled 25.6 million mt in the first 11 months of 2024, up 2.2% from a year earlier.

— Lucy Tang: Market Specialist - Metals

US aluminum premium rises to 21.95 cents/lb on higher values, bullish sentiment

The Platts spot US aluminum premium inched up to 21.95 cents/lb plus LME cash, delivered Midwest, on Dec. 10, from 21.90 cents/lb previously, on higher indicative values and bullish sentiment.

Market participants said higher forward premiums, improved LME spreads and potential tariffs under the next Trump administration are creating a perfect storm for rising spot premiums.

"The LME spreads have become healthier," a trader said. "And with the tariffs looming, we will see what happens with the premium. Whoever thinks the market is moving lower because it's quiet, I don't see why. I think, in general, demand has not deteriorated. All these factors are positive on the premium. It would be weird for people to offer metal against this backdrop."

A second trader noted that with the CME AUP premiums trading at just under 25 cents/lb for next year, it did not make sense to sell now at 22 cents when he could get 25 cents later. He said the premium should be at 18 cents/lb, given the current supply/demand picture, but added that the tariff situation was dominating everything right now.

Despite some reports of consumers sitting on the sidelines in December, one consumer said the company has "been in the spot market numerous times this month, so that doesn't sound right. The majority of prices we are seeing are at a premium to [Platts]."

A second consumer said he was a "little bit" active in the spot market but not much. "Year-end physical inventories and low raw material balance are important," the second consumer said, adding that he's only buying material for January if it is at a good price.

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Another consumer said demand was very quiet, with the premium being driven "by pure trader-to-trader activity."

The most competitive offer left open at the close in the Platts Market on Close assessment process, reported by Gunvor SA, was 21.75 cents/lb over LME average Dec. 17-Jan. 9, 250 mt, net-cash payment terms. Platts normalized this offer to 22.75 cents/lb for net-30-day payment terms.

Gunvor also had the most competitive bid at 20.25 cents/lb over LME average Dec. 17-Jan. 9, 250 mt, net-cash payment terms. Platts normalized this bid to 21.25 cents/lb for net-30-day payment terms.

The range of indicative values heard on the day rose to 19.5-23 cents/lb, net-30-day payment terms.

Platts is part of S&P Global Commodity Insights.

— Ross Richardson, Tina Allagh

Asian aluminum spot premiums inch up amid sustained higher indications

- South32 withdraws Mozal Aluminum production guidance amid unrest
- Production cuts, Chinese tax rebate cancellations support prices
- Mainstream Asian low-carbon premium indications at $20-$50/mt

Asian aluminum spot premiums inched up Dec. 10 due to the sustained impact of production cuts and policy changes out of China, following earlier gains amid higher Q1 MJP offers.

Platts assessed the CIF main Asian ports spot premium for 99.7% P1020/1020A aluminum ingot up $1/mt at $186/mt plus London Metal Exchange cash Dec. 10.

Tradable indications were reported in the $180s/mt on CIF Korea basis, although spot activity in the CIF Korea market remained muted.

No firm offers, bids or trades were reported over the day.

Although market participants saw muted spot activity in the CIF Korea market, buying interest continued on an FCA basis, with general tradable indications heard at around $200/mt FCA Korea.

However, sellers said they were not willing to deal at that level, indicating that there would be more interest to sell above FCA Korea $200/mt and even up to $220/mt.

Market participants saw higher tradable indications amid the higher Q1 MJP offers, but largely continued to attribute the high Q1 offers to expectations of supply tightness amid output cuts from RUSAL and South32 while China's removal of export tax rebates is leading to more enquiries for primary aluminum imports into the country.

Diversified miner South32 said in a Dec. 10 statement that it is withdrawing production guidance for its 63.7%-owned Mozal Aluminum smelter amid an "escalating civil unrest" in Mozambique.

"Transport of raw materials to Mozal Aluminium is being impacted by road blockages," it added. South32's majority-owned Worsley Alumina refinery in Western Australia supplies a portion of the alumina produced to the Mozal facility.

A producer said it was looking to settle some January shipments at Q1 MJP plus high-$10s/mt on CIF Southeast Asia basis, but noted that bid indications from traders were below Q1 MJP plus $10/mt.

On a CIF China basis, spot discussions were heard in the range of QMJP plus $20-$50/mt depending on the origin of the metal.

However, some participants said that Q1 MJP negotiations were expected to be lengthy amid a large bid-offer gap, which would also slow down other peripheral negotiations that depend on it. Offers were last heard at $230/mt and $260/mt CIF Japan, while bid indications were heard below $200/mt.

Meanwhile, spot low-carbon aluminum premium indications were mainly heard in the range of $20-$50/mt for 99.7% P1020/1020A aluminum ingot on a CIF Asia basis, with some offer indications heard hitting the three-digit mark for 2025.

Platts is proposing to launch daily low-carbon aluminum premiums for Japan and Asia and corresponding all-in calculations based on underlying spot and quarterly contract prices, effective Jan. 2, 2025.

The Japan Low-Carbon Aluminum Premium (Japan-LCAP) and Asia Low-Carbon Aluminum Premium (Asia-LCAP) assessments would reflect the spot premium or discount over standard P1020A aluminum for low-carbon aluminum with total certified direct and indirect emissions associated with aluminum smelting, typically considered by market participants as Scope 1 and 2 emissions, of 4-mt equivalent (mte) or less of CO2 per ton of aluminum.

The Japan-LCAP would cater to material delivered into Japanese main ports while the Asia-LCAP would represent cargoes delivered to the rest of Asia, with South Korea's Incheon as the basis port.

Platts invites feedback, comments and questions on this proposal to platts_mjp_moc@spglobal.com and pricegroup@spglobal.com by Dec. 13, 2024.

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— Jenson Ong

Australian alumina falls amid improved cargo availability; market eyes update on Mozal

- South32 withdraws Mozal Aluminum smelter production guidance amid unrest
- Mozambique was fourth largest importer of Australian alumina in Q3
- Market monitoring impact on supply

Platts assessed the benchmark daily FOB Australia alumina price down $10/mt on the day at $750/mt FOB Dec. 10, in line with tradable levels, indicative bids and offers in the market.

Prospective sellers and buyers saw tradable levels in the range of $740-$770/mt for spot alumina cargoes aligned with Platts specifications.

Indicative bids were generally heard below $750/mt while indicative offers were generally heard above $760/mt on FOB Australia basis.

Diversified miner South32 said in a Dec. 10 statement that it is withdrawing production guidance for its 63.7%-owned Mozal Aluminum smelter amid an "escalating civil unrest" in Mozambique, Africa.

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South32's share of aluminum production in FY 2024 from Mozal was 314,000 mt.

"Transport of raw materials to Mozal Aluminium is being impacted by road blockages," it added.

Mozambique was the fourth largest importer of Australian alumina in Q3 2024 at 340,035 mt, according to S&P Global Commodities at Sea data.

South32's majority-owned Worsley Alumina refinery in Western Australia supplies a portion of the alumina produced there to the Mozal facility.

Market participants were awaiting updates for clarity on the impact of the incident on aluminum output, which could potentially have a knock-on effect on alumina supply available for the broader market.

"I don't think anyone will trade on it unless and until [the information] becomes more concrete," a trader said, adding that it is something worth keeping an eye on.

Another trader said there is still no clarity on the duration and volume of impacted aluminum production, but expected a more immediate impact on European aluminum premiums.

S&P Global Commodity Insights reported earlier that a deal for 30,000 mt of Indonesian alumina loading in February concluded Dec. 6 at $760/mt FOB Kendawangan, Indonesia, payable at sight. The cargo was sold by a trader and was reported after the Dec. 6 market close.

Commodity Insights also reported earlier that a deal for 50,000-55,000 mt of Australian alumina concluded Dec. 5 at $750/mt FOB Western Australia for shipment in late December 2024 to early January 2025, with payment terms being pre-payment prior to loading. A producer sold the cargo on Dec. 5 and reported the trade on Dec. 6.

Market participants largely saw the latest transactions reflective of spot market fundamentals at the time of trade, with more spot cargoes heard available for the January-February loading period, for Australian, Indonesian, Vietnamese and Indian origins.

A few participants attributed the sudden increase in cargo allocations to the spot market to Rusal's reduction of primary aluminum output.

While Australian cargoes are banned from being exported to Russia, the global nature of alumina trade flows may bring about a rebalancing of cargo availability to the broader market regardless, sources said.

Commodity Insights reported in the week beginning Dec. 2 that some market participants held a more conservative view on prices, saying the bullish momentum was not that strong as there are currently more alumina sales tenders available in the market for shipment in January and February 2025.

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— Jenson Ong

Asian aluminum alloy prices edge down on sluggish demand

- Export prices drop slightly
- China domestic prices remain stable amid high raw material costs

Platts assessed the weekly Chinese ADC12 export price at $2,400-$2,410/mt FOB China on Dec. 10, down slightly by $10/mt from the previous week.

Offers from China were pegging around at $2,460/mt range CFR Japan for December shipment, according to market sources.

A producer source said there should be multiple factors leading to the weakness of the market.

"It is true that demand in Japan is not well, but demand elsewhere looks bad too, and that's why people are still trying to sell to Japan now," a producer source said.

Moreover, aluminum scrap prices remained strong and sustained raw material costs at a high level.

Producer sources said that they just want to secure the processing fee but it is not easy as scrap is too expensive.

Another producer noted that the market remains stable and soft and there are no new inquiries.

Offers for Taiwanese ADC12 cargoes for November shipment delivered to major Japanese ports were heard at $2,570/mt on Dec. 10, remaining steady.

Materials from Malaysia were heard offered at $2,440/mt on a CFR Japan basis, while materials from Europe were heard at $2,380/mt, respectively.

According to market sources, prices from Malaysia were always relatively lower, especially for small-scale producers, and in terms of the European materials, it was also due to the longer shipment periods.

The domestic China ex-works ADC12 assessment was at Yuan 19,900-20,000/mt ($2,743-$2,756/mt) Dec. 10, unchanged from the previous week.

Offers in the Chinese domestic market were in the Yuan 20,100-20,300/mt ($2,770-$2,798/mt) range on an ex-works China basis Dec. 10, market sources said.

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— Yuxi Du

Battery Metals

Orano and XTC New Energy to establish battery materials plants in France.

- JV partners plan to construct CAM and PCAM production plants in Dunkirk, France
- Orano exploring development of recycling plant for end-of-life EV batteries and production scrap.
- Aims to foster comprehensive value chain for EV battery production and recycling in France.

France-headquartered nuclear fuel company Orano, in collaboration with the Chinese group XTC New Energy, has unveiled plans to establish two joint venture production plants in Dunkirk, France, aimed at producing cathode active materials (CAM) and their associated precursor materials (PCAM).

In a joint statement, the partners confirmed that the facilities, named Neomat CAM and Neomat PCAM, will be situated on a site

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designated by the Grand Port Maritime de Dunkerque, within the municipalities of Gravelines and Loon-Plage.

Stakeholder consultations for the projects are already underway, with a public inquiry anticipated in the spring of 2025. The partners also indicated their intention to secure offtake agreements with European gigafactories as a prerequisite for any future investment decisions.

Michael Liu, CEO of Neomat CAM, emphasized the close collaboration between the joint venture partners since the announcement of the battery materials manufacturing plant in May 2023.

Liu noted that the initiative has garnered support from the French government, the Hauts-de-France Region, the Communaute Urbaine de Dunkerque, and local residents.

"This further strengthens our commitment to advancing the European electric vehicle industry and supporting the circular economy strategy in this new phase of our partnership," Liu said.

Additionally, Orano is exploring the development of a plant dedicated to recycling end-of-life electric vehicle batteries and production scrap. Construction of this recycling facility, which will also be located on the Dunkirk industrial site, is projected to begin in 2027.

The recycling process involves collecting, dismantling, and shredding production offcuts or used batteries to produce black mass. This method has gained significance as a vital supplement to the supply of virgin materials and as a means to reduce the carbon footprint of the battery supply chain.

In September, Stellantis and Orano announced their decision not to proceed with a proposed joint venture for recycling end-of-life electric vehicle batteries and scrap, following a non-binding memorandum of understanding announced in October 2023.

Guillaume Dureau, Orano's Senior Executive Vice President of Engineering, R&D, Innovation, and New Activities, said: "The ambition behind the establishment of the CAM, PCAM, and recycling plants is to foster a comprehensive value chain for the production and recycling of electric vehicle batteries in France, thereby enhancing French sovereignty in the manufacturing of critical battery materials."

"Our priority is to develop a plan that aligns with market expectations and to effectively implement this plan while overseeing the subsequent stages of its development," he said.

— Euan Sadden

China's CATL signs deal with Stellantis to build lithium battery plant in Spain

- JV to have up to 50 GWh capacity
- LFP battery market share to rise in Western countries

Amsterdam-headquartered Stellantis and China's CATL said Dec. 10 they reached an agreement to invest up to €4.1 billion ($4.3 billion) to build a large-scale European lithium iron phosphate battery plant in Zaragoza, Spain.

CATL is China's leading battery producer as well as the world's largest battery maker, while Stellantis is a multinational automotive manufacturer.

Targeted to start production by the end of 2026 at Stellantis' Zaragoza site in Spain, the facility could achieve up to 50 GWh capacity, subject to the evolution of the electrical market in Europe and continued support from Spanish and EU authorities, Stellantis said.

The construction period of the 50-50 joint venture is planned over four years, to be implemented in several phases and investment plans, according to the company's statements.

The plan follows Stellantis and CATL's non-binding memorandum of understanding signed in 2023, aimed to ensure local supply of LFP battery cells and modules for electric vehicle production in Europe.

The project seeks to deepen the long-term strategic partnership between CATL and Stellantis in the new energy vehicle sector and promote global electrification and clean energy transformation, CATL said.

This cooperation aligns with CATL's global strategy and further supports its overseas expansion plans, according to the company.

CATL's first battery plant in Germany, with a capacity of 14 GWh, commenced operations in January 2023. CATL is also looking to complete the first phase of another battery plant in Portugal, with a total designed capacity of 100 GWh in 2025.

China's battery makers are exploring opportunities to expand their operations in an increasingly competitive and regulated EV markets.

Stellantis previously highlighted LFP technology benefits, noting its long service life and high thermal stability, which contribute to the affordability of EVs. The European market is typically dominated by nickel-cobalt-manganese batteries.

However, Western automakers, including Stellantis, are turning to cheaper LFP batteries. LFP batteries are considered among the most affordable ones, enabling carmakers to reduce costs and pricing.

While NCM chemistries are expected to remain dominant in the European and US EV markets, LFP and its variations are expected to grow their market share amid improved driving ranges and greater mass market EV demand, S&P Global Commodity Insights analysts said.

— Lucy Tang: Market Specialist - Metals

Chinese natural flake, spherical graphite spot prices increase with higher offers

- Natural flake graphite offers increase on week
- Spherical graphite up, tracking natural flake
- Needle coke prices dip on lower offer

The Asian natural flake graphite market rose on a higher offer in the week to Dec. 10 despite quiet downstream demand, while needle coke prices inched down on a lower offer price.

Offers for natural flake graphite with 94% carbon content and minus 100 mesh size were heard at Yuan 2,600/mt ex-works

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Luobei while natural flake graphite with 95% carbon content were heard at Yuan 2,800/mt ex-works Luobei.

"Some graphite operations have been halted due to the current cold weather; hopefully this won't exacerbate the current oversupply situation once the operation resume," said an international trader.

"According to recent news about China tightening the graphite export rules, the tightening of the graphite market could impact the availability of ultra-high purity graphite, which is used in advanced applications such as stealth technology, heat shields, radar systems etc. However, it is not expected to significantly affect the battery anode industry," said another international trader.

Platts assessed natural flake graphite at $405/mt FOB China Dec. 10, up $5/mt on the day. This price reflects the spot value of natural flake graphite with 94%-95% carbon content and minus 100 mesh size delivered to the Qingdao port.

Platts assessed flake graphite on a CIF Northeast Asia basis at $435/mt Dec. 10, also up $5/mt on the day. The price reflects materials in Northeast Asia normalized to Japan's main ports.

Downstream, Platts assessed spherical graphite with 99.95% carbon content, uncoated with a size of 15 microns, at $1,780/mt FOB China Dec. 10, up $5/mt on the day.

Platts assessed spherical graphite on a CIF Northeast Asia basis at $1,810/mt, also up $5/mt on the day.

Platts assessed uncalcined needle coke with maximum 0.5% sulfur at Yuan 4,750/mt DDP Qingdao, China Dec. 10, down Yuan 50/mt on the day and Yuan 100/mt on the week. Platts considers needle coke with maximum 5% moisture, minimum 1.35 g/cu cm true density, maximum 0.1% ash and 4%-7% volatile matter in its assessments.

Offers for uncalcined needle coke were heard at Yuan 4,600/mt ex-works Shandong in the week to Dec. 10. Tradable levels were reported at Yuan 4,500-4,600/mt ex-works Shandong.

"Only calcined needle coke [saw an] increase in the price, primarily due to the rising cost of its feedstocks," said a Chinese producer. Offers for calcined needle coke were heard as high as Yuan 6,700/mt ex-works Shandong.

The Platts assessment for uncalcined needle coke DDP China was equivalent to $559/mt DDP China on an import-parity basis, excluding a 13% value added tax, port and logistics costs and factoring in the yuan-dollar exchange rate.

The US dollar was assessed against the yuan at 7.1896 at 4:30 pm Singapore time (0830 GMT) Dec. 10.

Platts is part of S&P Global Commodity Insights.

— Vincent Khoo

US alloy-grade cobalt flat in sparse spot activity

- Activity expected to remain subdued until there is clarity on tariffs
- Consumers seen buying on as-needed basis

Prices of US alloy-grade cobalt were flat Dec. 10 in a spot market largely void of activity.

The Platts assessment for 99.9% alloy-grade cobalt was unchanged at $15.20-$16/lb delivered, duty-paid, Dec. 10.

No business was reported and the majority of bid-offer indications were at $15.50-$16/lb, but the overall spread of indications was $15-$16.20.

Market participants said there were no spot inquiries and did not report any active bids or offers.

Business for a 5 mt lot of aerospace cobalt, concluded Dec. 6 was said to be connected to a fast turnaround, with the consumer in the market this week for other metals needed to make an alloy.

"Year-end pressures might cause some on the sell side to lower their prices, but it's not going to generate demand," said a consumer source. "If as a supplier you're long of cobalt and the demand isn't there, you're still long of cobalt. It's the spot demand that's lacking, not the long-term demand."

Several participants said last December saw a more active spot market compared with this year. A consumer source said there were a lot of quick turnaround orders last December.

A trader also thought last December was more active. "Prices had got down on alloy grade and there were a few of these quick-turnaround orders, next-day delivery, melt and out to a customer within a few days," the trader said. "Last December was busy for December, but you would otherwise call it quiet, but it's not dead, which this December is."

A second trader also said last December had been more active. "I think we're really done for the year, so, nothing to say about the market for the rest of the year, or tariffs, without repeating myself," the trader said.

Market participants said the spot market in cobalt may remain quiet until there is some clarity on the incoming Trump administration's policy on import tariffs, unless a consumer needed metal before then.

"If a consumer needs to buy, they will come to the market when they need to, regardless of the threat of tariffs," said a third trader. "If they can melt before the year-end, or just want to make sure there is something there on 1st of January to melt, or 2nd of January, they'll do what they have to do."

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— Anthony Poole

Copper

Chile court overturns rejection of Dominga copper-iron ore project

- Government last year annulled license for $3 billion project
- If built, mine would nearly double Chile's iron ore output
- Ministers have 15 days to issue new ruling

Chile's First Environment Court has cleared the way for the controversial Dominga copper and iron ore project in the north of the country, opening a new chapter for one of the country's longest permitting odysseys.

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In a Dec. 9 decision, the Antofagasta-based court overturned last year's ruling by the Committee of Ministers stripping the project of its license for its likely impact on local marine life.

The judges said the committee, in theory Chile's highest-ranking body for environment decision-making, had acted illegally by ruling on complaints from local people that had already resolved by the court three years earlier. The ministers had also breached the principle of impartiality, having previously expressed opinions on the subject, the court found.

The ministers now have 15 days to issue a new ruling that complies with the court's criteria.

Andes Iron, owner of the Dominga mine, first applied for the license in 2013 but has faced successive rebuttals due to the port's location near an important sanctuary for marine life.

If built, the $3 billion project could produce 12 million mt/year of iron ore, almost doubling Chile's current output, and 150,000 mt/year of copper.

The project has also drawn attention for its political links. Former center-right president and businessman Sebastian Piñera, who died earlier this year, was an early investor but sold his stake to banker Carlos Alberto Delano, who has spent time in jail over illegal political financing.

The latest court ruling was celebrated by business leaders.

"It is quite clear that the Dominga project is perfectly feasible in all its environmental aspects," said Jorge Riesco, president of national mining association SONAMI. "The number and depth of the defects that the ruling recognizes in the contested decision is striking and call us to reflect on the misuse that is being made of a legislation that, although we have agreed that it should be revised, could be applied correctly."

The government, which had blocked the project, is currently pushing legislation through Congress to significantly reduce permitting times in order to unlock badly needed investment.

— Tom P Azzopardi

China copper concs TC/RCs edge up on narrower contango, more offers

- More spot offers heard available through week so far
- Split views for 2025 shipments

Platts assessed CIF China clean copper concentrate treatment and refining charges at $5.20/mt and 0.52 cent/lb, respectively, Dec. 10, up by 70 cents/mt and 0.07 cent/lb from Dec. 9.

Tradable values were heard at $11-$13/mt on an M+5 pricing basis or $10/mt on an M+4 pricing basis for February-loading clean copper concentrates, from trader to smelter, normalized to $3.40-$5.40/mt by considering a $47.75/mt contango between May and July, or normalized to $6.10/mt by considering a $24.25/mt contango between May and June.

Platts assessed producer-to-trader copper concentrate TC/RC differentials at minus $9.10/mt and minus 0.91 cent/lb, respectively, Dec. 10, down by 40 cents/mt and 0.04 cent/lb from Dec. 9.

Smelters has observed an increase in available offers through the week so far, especially from producers.

Trades were done at $10/mt between a producer and smelters for January-February loading of clean copper concentrates, with M+3 pricing. Some traders were heard making offers at $10/mt for January-loading clean copper concentrates on an M+5 pricing basis.

Several producers were heard still offering December-loading shipments during the week of Dec. 6.

Although ample demand was heard for shipments loading in the first quarter, large-sized smelters still insisted on double-digit rates for spot shipments.

"Especially [since] December-loading shipments were traded at mid-$10s/mt earlier, smelters won't accept a big drop for January spot [prices]," a smelter source said.

Tradable values were heard at $10-$12/mt on an M+4 pricing basis and $11-$13/mt on an M+5 basis for January-February shipments.

Meanwhile, many term contracts shipments were reportedly concluded on an index basis, with sellers and buyers holding split views on pricing and contract terms.

Smelters anticipate a greater production cut in 2025, with a significant potential for a correction in the spot market. Conversely, traders expect spot TC/RCs to remain low due to the expanding smelting capacity of state-owned smelters.

At the same time, more spot offers were heard available for copper concentrates with high arsenic content. Copper concentrates with 0.5%-1% arsenic content were heard offered by a trader at index plus $25/mt for January loading.

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— Lu Han

US copper scrap spread widens slightly on reported sales, bids

- Platts bare bright widens to March COMEX minus 15 cents/lb delivered
- Platts regular No. 2 holds at March COMEX minus 40 cents/lb delivered FAS

Discount spreads for high grades of copper scrap sold in the US widened slightly for the week ended Dec. 10 on reported small-volume sales and bid indications.

The Platts spread for No. 1 bare bright wire widened to March COMEX minus 15 cents/lb, delivered Midwest, from March COMEX minus 14 cents/lb, delivered Midwest, the previous week.

A Midwest recycler/processor said he could sell at March COMEX minus 15 cents/lb, delivered, while a recycler/processor in the eastern Midwest heard a mill bid at March COMEX minus 16 cents/lb, delivered Midwest.

The eastern Midwest recycler/processor also sold for export at March COMEX minus 18 cents/lb, delivered FAS Minneapolis.

Because of its high purity, some wire mills can use bare bright as a substitute for exchange-traded cathode.

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The Platts spread for No. 1 berry/candy widened to March COMEX minus 27 cents/lb, delivered Midwest, from March COMEX minus 26 cents/lb, delivered Midwest, the week prior.

The Midwest recycler/processor characterized the No. 1 market as "tough" due to a lack of demand, and cited a bid from a large mill in the upper Midwest at March COMEX minus 27 cents/lb delivered.

The eastern Midwest recycler/processor heard a mill paid in the March COMEX minus 25 cents/lb, delivered, range, which was later revised to March COMEX minus 27 cents/lb, delivered.

Brass and tube mills normally consume No. 1 berry/candy wire and tubing, but demand often depends on the health of the building and construction sector.

A Midwest dealer of scrap and cathode noted that mill purchasing managers often buy the scrap and cathode needed for the end of the year in October. Purchasing and inventory is then usually controlled by accountants intent on working down inventory for year-end tax and accounting purposes, the dealer said.

The Platts export spread for No. 2 birch/cliff remained at March COMEX minus 40 cents/lb delivered FAS main ports, unchanged from the previous week.

The eastern Midwest recycler/processor said he sold standard-grade No. 2 for export at March COMEX minus 40 cents/lb, delivered FAS Midwest, but saw indicative offers for China grade at March COMEX minus 36-37 cents/lb, delivered FAS.

China-grade No. 2 commands a premium over standard grade due to restrictions on the amount of debris and non-metal material in shipping containers.

The recycler/processor added that bids from a large US mill in the upper Midwest were heard in a range of March COMEX minus 48-50 cents/lb, delivered.

Nonetheless, the Midwest recycler/processor felt he could sell standard-grade for export at March COMEX minus 38 cents/lb, delivered FAS.

No. 2 birch/cliff with its 96%-97% copper content is used to make a variety of copper and brass products.

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— Nick Jonson

Ferroalloys and Steel

Outokumpu says its low-carbon steel slashes emissions for its users

- Outokumpu eyes 95% recycling rate
- Demand for green steel seen rising

European and Asian companies using Outokumpu's low-carbon stainless steel have collectively reduced carbon emissions by more than 50,000 mt, it said Dec. 10.

The Finnish company launched its Outokumpu Circle Green low-carbon stainless steel two years ago. The product has a carbon footprint equivalent to 7% of the global average, according to the company.

"Our efforts on achieving 95% recycling rate in our production, using low-emission electricity and producing our own ferrochrome underline the leadership position in sustainability," Jorg Müller, head of sales for Stainless Europe at Outokumpu said. "The frontrunner companies have seen the business value of offering Circle Green to their customers through their solutions ... We are confident that the growth will continue, and we are currently working on extending our low-emission stainless steel portfolio to be available early next year."

Outokumpu's public reference customers for Circle Green are Fiskars, Fissler, Zwilling, Siemens, Alfa Laval, Stahl Krebs, Purem, Boysen, Klockner, thyssenkrupp Materials Processing Europe, Lemvigh-Müller, Sermeta, Tetra Pak, Roba Metals, Schmidt Edelstahl, Meiller Aufzugsturen GmbH, Edilcam, Nordic Steel, Sverdrup Steel, OSTP, Ormazabal, Stala Tube, V-ZUG, Norder Band, Jye Chi, HH Stainless and Mori2A.

Outokumpu anticipates a substantial increase in demand for green steel in the coming years but says the global transition to greener practices must accelerate to mitigate the industry's climate impact.

This surge in demand is fueled by several key factors: more stringent environmental regulations such as carbon pricing, advancements in green steel production technologies, and an increasing interest in low-emission solutions across various industries driven by ambitious climate goals. Notably, the automotive, heavy industry, energy and consumer goods sectors are particularly significant for stainless steel in this context.

"Challenges still remain in scaling up green steel production, such as the high initial investment costs, the availability of renewable energy sources, and the sufficiency of recycled steel as raw material," Muller said. "We are eager to further develop the demand for green steel together with our stakeholders."

Platts, part of S&P Global Commodity Insights, European 18-8 stainless steel scrap solids at Eur1,240/mt on Dec. 6 on a CIF Rotterdam basis, stable week on week.

— Annalisa Villa

Lead and Zinc

US lead acid batteries inch back up on week

The Platts assessment for US spot 50% lead starter ignition recovered from the slight loss taken last week and was assessed at 31-32 cents/lb, picked-up US Midwest, rising slightly over its assessment of 30.5-31 cents/lb Dec. 3. The price for the material, picked-up Northeast was assessed unchanged at 32-34 cents.

A battery maker was both buying and selling lead acid batteries at 31-34 cents, picked-up Midwest and 32-34 cents, picked-up Northeast.

"There is not a lot of change, and I know that's been the theme and I've been saying that for three or four months," the battery

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maker said, adding that there have been a few outliers in the Midwest closer to 34 cents, picked-up, but noting those buyers were strategically buying toward the end of the year.

While exporters attempted to push prices south Thanksgiving week, there was little success, according to the battery maker.

"I have heard the exporters tried to lower their price with the LME coming down, but they didn't get any volume through Thanksgiving, so they wanted to lower it, but that didn't work," the battery maker said.

A trader reported paying 31-32 cents for lead acid batteries picked-up Midwest and 31.5-34 cents, picked-up Northeast.

"This week, we went back up 0.5 cent across the board. The LME went back up, so our pricing did as well," the trader said.

A smelter buyer saw prices steady and reported paying 32-34 cents, picked-up Midwest and Northeast.

A scrap dealer sold spot spent batteries at 31 cents, picked-up Northeast, and indicated the price for the material Midwest was holding at 31-32 cents.

The battery maker said that most tolling agreements for 2025 have been signed.

"Most of our guys are inked," the battery maker said, adding: "It seems like the tolling agreements are the same as last year."

Pure lead holds, smelter sees some strength

The Platts weekly assessment for 99.97% lead was assessed unchanged at 15 cents/lb, delivered Midwest,

The smelter source said he was seeing premiums for pure lead "solidly at 15-15.5 cents and up."

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— Meghann Mcdonell

Commodities

RHI Magnesita and Euromines pledge to the EC to include magnesia on CRM list

- Magnesia is a catalyst for over half of strategic raw materials for refractories
- Europe's limited magnesia production makes it heavily reliant on imports
- UK's updated Critical Minerals List has 34 elements, including Fe, excluding Cu, Pd

The global producer of refractory products, RHI Magnesita, and the European Metals and Mining Industry urged the European Commission to recognize magnesite and magnesia as critical raw materials, or CRMs, as the UK has already done. The country has also enlisted iron, which the EU does not see as strategic because it has expanded its approach to assessing the criticality of minerals.

Their joint pledge to the European Commission was based on the findings by the University of Leoben, Austria, which highlight how magnesite is indispensable to the EU's efforts to achieve raw material security and accelerate its Clean Industrial Deal, according to a statement on Dec. 9.

Magnesia, derived from magnesite, is the backbone of refractories required for critical raw material processing and decarbonization efforts , said Stefan Borgas, CEO of RHI Magnesita.

"Magnesia is essential, particularly in steelmaking, cement, and glass production. It is a catalyst for over 50% of strategic raw materials for refractories and 30% of critical raw materials," Borgas said. "Recognizing its importance is essential to strengthening Europe's resilience and leadership in the green transition."

Magnesia, which is processed from raw magnesite, is vital to producing key technologies for Europe's green and digital future, such as electric vehicles, next-generation batteries, green steel and energy storage solutions, but Europe's limited magnesia production makes it reliant on external suppliers, with high dependency on imports from China, which accounts for nearly 65% of global production.

Despite this, magnesite and magnesia remain excluded from the EU's Critical Raw Materials list, according to RHI Magnesita.

The UK has already taken a step by recognizing the strategic importance of magnesia and magnesite, and it's time for the EU to do the same, the company said.

The UK has recently completed the update of its own Critical Minerals List and the latter has considerably expanded, Gavin Mudd, Director of the Critical Minerals Intelligence Centre charged with the job, said at the Resourcing Tomorrow conference held in London Dec. 3-5.

The Centre that provides advice for the UK government has tripled the amount of materials assessed this year and doubled the UK's Critical Minerals List, which now comprises 34 elements.

"That's normal because not only do we need more quantities of different minerals, we need a wider variety of minerals too," Mudd said. "We could look at a smartphone, at technologies, all sorts of things; everything is getting more complex, and we need more of it."

The first such assessment done three years ago looked at 26 materials and mostly from the viewpoint of what's needed for energy-related technologies, and 18 were designated as critical back then.

The UK government has since established the Critical Minerals Intelligence Center based at the British Geological Survey, and during its latest eight-month refresh project, the Centre has zoomed out of the energy transition angle making a comprehensive criticality assessment of all that the UK needs instead.

"With the new industrial strategy that's being developed by the government, there is now recognition that all of the eight targeted industrial sectors require critical minerals directly or indirectly, including, for example, agriculture that needs things like fertilizers," according to Mudd.

"We can see things like iron get picked up, and some people go: 'Well, why iron is critical?' No one has listed iron before, except the

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US Department of Energy, specifically for electrical-grade steel in energy technologies, but national assessments, including by the EU, have never done so," said Mudd. "Iron ore is well supplied from Australia and a few other countries, so it never meets that global supply risk criteria, but with the volume and the activity in the steel sector, it's the highest value sector for the UK, so therefore, it's that highest vulnerability that put iron on the list."

On the contrary, copper, which is on the EU's Critical Raw Materials list, doesn't plot above that threshold for the UK as it is widely mined from countries like Australia and Chile, which have reasonable ESG scores, and has a modest value for the UK's economy. This makes copper not critical compared to minerals that have higher supply risk combined with economic vulnerability.

Palladium has dropped out of the UK's list despite 40% of it globally is coming from Russia because the platinum group metals flow together in some of the technologies, and the UK has a strong presence, thanks to British specialty chemicals company Johnson Matthey, in that sector anyway, noted Mudd.

— Katya Bouckley

Aurubis inaugurates new recycling plant in Olen, Belgium

- New hydrometallurgical plant to recover nickel, copper from electrolyte streams
- Increases Aurubis' recycling capacity, circular economy contribution
- It enables Aurubis to optimally process valuable metals from dynamic input materials

Multimetal producer Aurubis has inaugurated a new innovative recycling plant at its site in Olen, Belgium to recover more valuable metals, it announced Dec. 10.

It said in a statement that the Eur85 million ($89.45 million) energy-efficient hydrometallurgical bleed treatment plant, which would increase its recycling capacity for nickel and copper, was a part of its strategic roadmap and would add to its international smelter network.

The plant, referred to as BOB, or Bleed treatment Olen Beerse, used a hydrometallurgical process to recover valuable metals, such as nickel and copper, contained in the electrolyte streams generated in the tankhouses during metal production at the Beerse and Olen sites, it said.

A company spokesperson told S&P Global Commodity Insights that the new facility had the capacity to treat up to 100,000 mt/year of bleed, which was the part of tankhouse electrolyte that was continuously being purged.

Aurubis explained in an information sheet on Bob that some metals dissolved in electrorefining tankhouse electrolyte, so purging was required to keep the level of metals stable and under control. It added a mixture of water and sulfuric acid to the electrolyte to make up for the volume purged, with BOB allowing copper, nickel and impurities to be removed from the bleed.

Once the metals had been recovered from the bleed, a mixture of mostly water and 60%-70% sulfuric acid — called black acid — remained once the metals had been recovered, which might then be diluted with water to be used again as electrolyte for the electrolysis process in the tankhouse.

Aurubis Managing Director Hans Van de Water said in the statement that the new recycling plant enabled the company to cover the full production cycle in-house.

"With this facility, we are taking recycling to the next level, as it allows us to optimally process the valuable metals from dynamic and continuously changing input materials and recycling markets," Aurubis COO Multimetal Recycling Inge Hofkens said.

"With BOB, we are strengthening our core business and further contributing to the European circular economy," she added.

At the beginning of September, Aurubis opened the new advanced sludge processing by Aurubis (ASPA) facility at its Beerse plant.

Platts, part of S&P Global Commodity Insights, assessed the daily clean copper concentrate price at $2,345/mt CIF China Dec. 10, up 12% since the start of 2024.

— Jacqueline Holman

Critical raw material supply gaps threaten EU clean energy goals: report ...from page 1

This was particularly true for copper, lithium and graphite, with demand forecast to exceed supply from existing and newly announced mines by 40%, 110%, and 80%, respectively, according to the report.

Platts, part of S&P Global Commodity Insights, assessed both battery grade lithium carbonate at $10,750/mt and hydroxide at $9,700/mt CIF Europe on Dec. 9, down 32% and 39%, respectively, since the start of 2024.

Another key global challenge was the heavily concentrated global CRM supply chains, with around 40% of global nickel mining in Indonesia, around 70% of cobalt mining in the Democratic Republic of Congo, and China dominating the global production of all CRMs.

EU mining, refining output down

Focusing on the EU, the report identified key challenges, including a decline in the region's mining and refining output from 25% to under 7% over the past 40 years, leading to increased reliance on imports.

"While there is an established industry for copper, nickel and cobalt mining and refining, the EU has virtually no existing domestic capacity for lithium, graphite and REEs production at scale. The EU is therefore virtually entirely import-dependent for these CRMs," it said.

The report also said that the EU was off track to meet its Critical Raw Materials Act (CRMA) mining and refining targets for several key materials.

The CRMA entered into force earlier in 2024 and set targets for the EU's domestic share of CRM mining (10% of annual

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consumption), processing (40%) and recycling (25%) by 2030. It also imposed a limit on the total annual consumption of any strategic raw materials sourced from a single external country to 65%.

The report noted that most EU CRM projects announced in recent years were still in the early development stage, struggling with local opposition and permitting challenges.

"Copper is the only CRM for which the EU appears on track to meet its targets based on existing output and announced new projects," it said, adding that there was a large pipeline of prospective lithium mining and refining projects, but these faced significant uncertainty.

It noted that the current average timeline for new mines and refineries to come online after feasibility studies was around five years, meaning new projects would need to be expedited to be ready by 2030.

New technologies

To address these global and EU challenges, the report suggested that new technologies, such as scaling primary sulfide leaching, geothermal direct lithium extraction and novel synthetic graphite production, could significantly boost supply by 2035 from planned and new projects.

It also identified several tools to stimulate supply-side innovation in the EU, including innovation support programs like Horizon Europe, the ERA-MIN network, the European Technology Platform on Sustainable Mineral Resources (ETP SMR), and EIT Raw Materials.

Project financing was another tool, it said, such as directing greater investment for commercial deployment of new technologies, enhancing production-based support like tax credits and expanding loan guarantees through the InvestEU program and including mining/refining CRMs within target investment areas of the STEP initiative and a new European sovereignty fund.

Additionally, the report addressed offtake and price volatility, suggesting support for innovators in securing offtake agreements that offer price stability for domestically produced materials, as well as providing loans to downstream sectors, introducing incentives for domestically produced CRMs and establishing mandates for these materials at the downstream sector or country level.

It noted that CRMs were subject to highly volatile prices and increasing trade restrictions as resistance to free trade and geopolitical concerns had grown.

Enabling environment

The report called for an enabling environment, saying the administrative process and facilitate coordination should be streamlined to fast-track high-impact projects.

It also emphasized the need to enforce CRMA provisions to limit permitting timelines for projects deploying innovative technologies, implement coordinated action to build integrated downstream value chains and include responsible mining/refining of CRMs within the EU taxonomy for sustainable activities.

Furthermore, it called for international competitiveness, advocating that EU production should be promoted through targeted trade measures where necessary, while fostering innovative technologies in partner countries.

The report said technology and skills transfer from foreign investors were required to EU partners when investing in CRMs or downstream value chains and the EU should also promote piloting and scaling innovations that reduce environmental footprint in partner countries through Strategic Partnerships and the Minerals Security Partnership.

— Jacqueline Holman

Assessment rationales

Platts Alumina Australia Daily Rationale

Platts assessed the benchmark daily FOB Australia alumina price down $10/mt on the day at $750/mt FOB Dec. 10, in line with tradable levels, indicative bids or offers in the market.

Prospective sellers and buyers saw tradable levels ranging between $740-$770/mt for spot alumina cargoes aligned with Platts specifications.

Indicative bids were generally heard below $750/mt while indicative offers were generally heard above $760/mt, basis FOB Australia.

Exclusions: No data was excluded from the Platts Market on Close assessment process.

Platts is part of S&P Global Commodity Insights.

This rationale applies to the market symbol MMWAU00.

Platts CCC Clean Copper Concentrates CIF China Rationale

Platts assessed CIF China clean copper concentrate treatment and refining charges at $5.20/mt and 0.52 cent/lb, respectively, Dec. 10, up by 70 cents/mt and 0.07 cent/lb from Dec. 9.

Tradable values were heard at $11-$13/mt on an M+5 pricing basis or $10/mt on an M+4 pricing basis for February-loading clean copper concentrates, from trader to smelter, normalized to $3.40-$5.40/mt by considering a $47.75/mt contango between May and July, or normalized to $6.10/mt by considering a $24.25/mt contango between May and June.

Platts assessed producer-to-trader copper concentrate TC/RC differentials at minus $9.10/mt and minus 0.91 cent/lb, respectively, Dec. 10, down by 40 cents/mt and 0.04 cent/lb from Dec. 9.

Tradable values were heard at $0/mt on an M+4 pricing basis for February-loading clean copper concentrates, from producer to trader, normalized to minus $3.90/mt by considering a $24.25/mt contango between May and June.

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The above rationale applies to market data symbol(s): <PCCCB00>, <PCCCC0>.

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Platts Japan CIF Spot Aluminum Premium Assessment Rationale

Platts assessed the CIF main Japanese ports spot premium for 99.7% P1020/1020A aluminum ingot steady on the day at $193/mt plus London Metal Exchange cash Dec. 10.

Tradable indications ranged from $190/mt to $200/mt CIF Japan.

No firm offers, bids or trades were heard on the day.

Exclusions: No data was excluded from the Platts Market on Close assessment process.

Platts is part of S&P Global Commodity Insights.

This rationale applies to the market data symbol MMANA00.

Platts Global Molybdenum Oxide Daily Rationale

The Platts Daily Dealer Molybdenum Oxide assessment was $21.66/lb Mo Dec. 10, down from the previous assessment on Dec. 9 at $21.675/lb Mo.

The assessed range on Dec. 10 was $21.60-$21.72/lb Mo.

A deal was reported at $21.60/lb Mo in-warehouse Tianjin.

Deals were reported between $21.70-$21.72/lb Mo in-warehouse Busan.

No data was excluded from assessment.

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Platts US MW Aluminum Transaction Premium Assessment Daily Rationale

The Platts spot 99.7% P1020 US Aluminum Transaction Premium was assessed at 21.95 cents/lb plus LME cash, delivered Midwest, net-30-day payment terms, Dec. 10, up from 21.90 cents/lb, on higher indicative values and bullish sentiment.

The most competitive offer left open at the close in the Platts Market on Close assessment process, reported by Gunvor SA, was 21.75 cents/lb over LME average Dec. 17-Jan. 9, 250 mt, delivery via truck or rail Dec. 17-Jan. 9, non-Russian LME-deliverable t-bar/low-profile sow shape at seller's option, net-cash payment terms. Platts normalized this offer to 22.75 cents/lb for net-30-day payment terms.

The most competitive bid left open at the close in the MOC, reported by Gunvor SA, was 20.25 cents/lb over LME average Dec. 17-Jan. 9, 250 mt, delivery via truck Dec. 17-Jan. 9, non-Russian LME-deliverable t-bar/low-profile sow shape at seller's option, net-cash payment terms. Platts normalized this bid to 21.25 cents/lb for net-30-day payment terms.

The range of indicative values heard on the day rose to 19.5-23 cents/lb, net-30-day payment terms.

Platts is part of S&P Global Commodity Insights.

This rationale applies to the market data symbol MMAKE00.

No market data was excluded from the Dec. 10 assessment.

Platts EMEA Aluminum IW Rotterdam Premiums Daily Rationale

The Platts Daily Aluminum Duty Paid In-Warehouse Rotterdam Premium was assessed at $350-$375/mt Dec. 10, with a midpoint of $362.50/mt, stable on the day.

Tradable levels were heard at $345-$380/mt Duty Paid IW Rotterdam. The repeatability of the lower and upper ends of the range could not be determined by assessment close.

No deal, bids, or offers were heard on the day for the Duty Paid IW Rotterdam assessment.

The Platts Daily Aluminum Duty Unpaid In-Warehouse Rotterdam Premium was assessed at $300-$315/mt Dec. 10, with a midpoint of $307.50/mt, stable on the day.

No deal, bids, offers, or tradables were heard on the day for the Duty Unpaid IW Rotterdam assessment.

No data was excluded from the assessments.

Platts is part of S&P Global Commodity Insights.

This rationale applies to symbols AALVE00 and AALVI00.

Platts EMEA Cobalt Metal Daily Rationale

Platts assessed European Cobalt Metal 99.8% mixed-use basket A IW Rotterdam at $10.10/lb on Dec. 10, unchanged from the previous assessment on Dec. 9.

A deal for 10 mt of Chinese cut-cathodes was heard at $10.10/lb IW Rotterdam and a second deal, also for 10 mt of Chinese cut-cathodes, was heard at $10.50/lb IW Rotterdam.

Platts assessed European Cobalt Metal 99.8% mixed-use basket B IW Rotterdam at $11/lb on Dec. 10, stable from the previous assessment on Dec. 9.

Platts assessed European Cobalt Metal 99.8% alloy-use IW Rotterdam at $14/lb on Dec. 10, stable from the previous assessment on Dec. 9.

The European spot market was heard to be quiet on Dec. 10.

Exclusions: No market data was excluded from the assessments.

Platts is part of S&P Global Commodity Insights.

This rationale applies to symbol(s) <ECMCG00, MMAIK00, ECMAG00>.

Marketplace

Nonferrous Heards

Below is a sampling of Heards previously published by Platts, part of S&P Global Commodity Insights, throughout each trading day. To view heards in real time, please access live-feed fixed pages or Platts Connect: https://plattsconnect.spglobal.com/.

Dec. 10

Platts Aluminum: US: 99.7% P1020 LCAP: Delivered US Midwest: Indicative value heard at 0 cents/lb premium over Platts Midwest Transaction price, spot delivery, net-30: trader

Platts Aluminum: US: 99.7% P1020: CIF US NOLA: Indicative value at $320/mt over LME cash settlement, spot delivery, net-30: trader

Platts Aluminum, US: 99.7% P1020: Delivered US Midwest: Indicative value heard at 21.9 cents/lb over LME cash settlement, spot delivery, net-30: consumer

Platts Aluminum, US: 99.7% P1020: Delivered US Midwest: Quote heard at 22.15 cents/lb over LME cash settlement, spot delivery, net-30: consumer

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Platts Aluminum, US: 99.7% P1020: Delivered US Midwest: Indicative value heard at 22.75-23 cents/lb over LME cash settlement, spot delivery, net-30: trader

Platts Aluminum, P1020/P1020A Good Western: Indicative Offer Dec. 10 for Q1 loading at $>200/mt CIF Japan (Q1 QP): trader

Platts Aluminum, P1020/P1020A Good Western: Tradable Value Dec. 10 for Jan loading at $190-200/mt CIF Japan (Jan QP): trader

Platts Aluminum, P1020/P1020A Good Western: Tradable Value Dec. 10 for Q1 loading at $>190/mt CIF Japan (Q1 QP): trader

Platts Alumina : FOB Brazil to FOB Australia differential heard at premium of $15-20/mt, 30-35kt : trader

Platts Alumina : FOB Australia: Indicative Bid heard Dec 10 at <$750/mt, 30-35kt, Jan loading, net-30 : producer

Platts Alumina : FOB Australia: Indicative Offer heard Dec 10 at >$760/mt, 30-35kt, Dec-Jan-Feb loading, net-30 : consumer

Platts Alumina : FOB Australia: Indicative Bid heard Dec 10 at <$730/mt, 30-35kt, Dec-Jan-Feb loading, net-30 : consumer

Platts Alumina : FOB Australia: Tradable levels heard Dec 10 at $760-770/mt, 30-35kt, Dec-Jan loading, net-30 : producer

Platts molybdenum, Mo oxide powder: Deal reported on Dec. 10 at $21.60/lb Mo, 20 mt, in-warehouse Tianjin, prompt delivery: seller source;

Platts molybdenum, Mo oxide powder: Offer reported on Dec. 10 at $21.90/lb Mo, in-warehouse Rotterdam, cited as non-conclusive: trader source

Platts molybdenum, Mo oxide powder: Second-hand deal reported on Dec. 10 at $21.85/lb Mo, in-warehouse Rotterdam: trader source

Platts molybdenum, Mo oxide powder: Tradable values reported on Dec. 10 at $21.60-$21.72/lb Mo, in-warehouse Tianjin: trader source

Platts Molybdenum, Mo oxide powder: Tradable reported Dec 10 at $21.7/lb Mo, in-warehouse Busan, prompt, seller source

Subscriber Notes

S&P Global Commodity Insights' Mexican metals publishing schedule for Dec. 12

Please note that S&P Global Commodity Insights' Mexico City, Mexico, office will be closed on Dec. 12 in observance of the Banker's Holiday.

Commodity Insights will not publish Platts price assessments, rationales or market commentaries for Mexican aluminum, steel, and ferrous scrap that day.

Normal publishing for Mexican metals will resume on Dec. 13.

For full details of Commodity Insights' publishing schedule and services affected, refer to here.

Platts aligns mixed hydroxide precipitate CIF North Asia payable assessments to two decimal places

- MHP daily payables assessments to reflect two decimal places
- Change aligns fixed pages, publications with Platts price database
- Monthly average calculations to move to two decimal places from whole numbers

Platts, part of S&P Global Commodity Insights, has aligned its daily mixed hydroxide precipitate (MHP) CIF North Asia assessments on a payable basis to be published to two decimal places across its price database, fixed pages and PDF publications, effective Dec. 9.

Platts is additionally increasing the number of decimal places reflected in its monthly average calculations to two, from zero currently, having observed a growing number of daily MHP payables from spot transactions, bids and offers reported with decimal places in recent months. December will be the first month to reflect the change in monthly average values.

The affected assessments and related symbols are as follows:

Assessment	Symbol
MHP CIF North Asia, payables basis to LME nickel	BATMD00
MHP CIF North Asia, payables basis Platts nickel sulfate DDP China	BATMB00
MHP CIF North Asia Payable Basis LME Nickel	BATMD03 (Monthly Average)
MHP CIF North Asia, payables basis Platts nickel sulfate DDP China	BATMB03 (Monthly Average)

The assessment specifications remain unchanged.

The assessments are published on MTL/PMA8880 and MTL/PMA8888 in Platts Metals Alert and Platts Non-Ferrous Metals Alert, as well as in the Metals Daily and Platts Battery Metals Market Report publications.

Please send any feedback, comments or questions to battery_metals@spglobal.com and pricegroup@spglobal.com.

For written comments, please provide a clear indication if they are not intended for publication by Platts for public viewing. Platts will consider all comments received and will make those not marked as confidential available upon request.

Christmas, New Year's publishing schedules for Platts Asia Metals

The S&P Global Commodity Insights office in Singapore will be closed on Dec. 25, 2024, and Jan. 1, 2025, and there will be no daily iron ore, coking coal, steel, ferrous scrap, alumina, aluminum, battery materials, copper, ferroalloys and other nonferrous metals assessments published from Singapore on those days.

Weekly assessments that fall on these days will be published on Dec. 24, 2024, and Dec. 31, 2024.

Additionally, Platts, part of Commodity Insights, will close its Platts Market on Close assessment process in Asia early on Dec. 24 and Dec. 31, and all assessments will be basis 12:30 pm Singapore time (0430 GMT).

Normal Singapore publishing schedules will resume on Dec. 26, 2024, and Jan. 2, 2025.

For full details of the Platts publishing schedule and the services affected, refer to https://www.spglobal.com/platts/en/our-methodology/holiday.

For queries, please contact support@platts.com.

Platts to reshape China steel billet assessment coverage for seaborne market

- Platts to launch daily FOB China assessment
- Platts to discontinue existing CFR China assessment
- Refocus responds to changing trade flows

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Platts, part of S&P Global Commodity Insights, will publish a daily steel billet FOB China spot price assessment, and discontinue publishing its assessment for steel billet CFR China (CBLCA00), effective Feb. 3, 2025, in reflection of changes to trade flows and spot market liquidity.

The decision to reshape seaborne coverage follows a period of market feedback and responds to a gradual rebound in Chinese billet exports, alongside Platts' observation of reduced spot trading of billet on an import basis.

China's semi-finished steel exports rose threefold between 2022 and 2023, rising 219% from 1.03 million in 2022 to 3.28 million in 2023, while its imports fell 49% over the same period, from 6.39 million mt in 2022 to 3.27 million mt in 2023, according to the China Iron and Steel Association (CISA). Most of the semi-finished steel traded is understood to comprise square billet.

The new assessment will have the following specifications:

The assessment will reflect a 5:30 pm Singapore timestamp and follow the Singapore holiday calendar.

The assessment will consider market information reported to Platts and published throughout the day, including firm bids and offers, transactions and indications, as well as any other data deemed relevant to the assessment process.

The discontinuation will affect the following:

Symbol	Assessment Description
CBLCA00	Billet CFR China
CBLCA03	Billet CFR China MAvg

Full details of Platts Billet CFR China specifications can be found here: **https://www.spglobal.com/commodityinsights/PlattsContent/_assets/_files/en/our-methodology/methodology-specifications/steel-ferrous-methodology.pdf**

Platts China billet assessments are published on fixed page STL0795 of the real-time Platts Steel Alert, in Steel Price Report and in the Platts price database. The FOB China assessment will additionally be published on STL1215. The first monthly average calculations will be updated on March 1, reflecting the average of daily assessments published throughout February.

Platts initially proposed the reshaping of assessment coverage on Nov. 4 in a subscriber note available at **https://www.spglobal.com/commodityinsights/en/our-methodology/subscriber-notes/110424-platts-proposes-to-reshape-china-steel-billet-assessment-coverage-for-seaborne-market.**

Please send all comments, feedback, and questions to **pl_asia_steel@spglobal.com** and **pricegroup@spglobal.com.**

For written comments, please provide a clear indication if comments are not intended for publication by Platts for public viewing.

Platts will consider all comments received and will make comments not marked as confidential available to the public upon request.

Description	Daily Symbol	Monthly Average	Quality	Quantity	Dimensions	Location	Timing	Payment Terms	UOM
Billet FOB China	CBLCB00	CBLCB03	3SP	5,000 mt	150x150mm sectional dimensions, Length 12m	FOB Jingtang, China	Loading 4-8 weeks forward	At sight	$/mt

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Primary Aluminum

	Symbol		Change	Date assessed
Alumina				
PAX FOB Australia ($/mt)	MMWAU00	750.000	-10.000	10-Dec
PAX FOB Brazil-Aus differential ($/mt)	MMWAD04	20.000	0.000	05-Dec
PAX CIF China (Yuan/mt)	MMACA00	5559.000	-70.940	10-Dec
PAX CIF China ($/mt)	MMALZ00	773.200	-10.150	10-Dec
China Ex-works (Yuan/mt)	MMXCY00	5820.000	-30.000	10-Dec
China Ex-works ($/mt)	MMXWC00	809.500	-4.470	10-Dec
Dry bulk freight: Aus-China Handysize ($/mt)	MMACH00	23.200	-0.150	10-Dec
Aluminum				
MW US Transaction premium (¢/lb)	MMAKE00	21.950	0.050	10-Dec
MW US Transaction premium ($/mt)	MMATP00	483.914	1.102	10-Dec
MW US Transaction (¢/lb)	MMAAF10	137.752	-0.086	10-Dec
US Aluminum all-in (basis CME) (¢/lb)	ALINA00	136.176	-0.234	10-Dec
US Aluminum all-in (basis CME) ($/mt)	ALINB00	3002.163	-5.159	10-Dec
US-LCAP Transaction (All-in) (¢/lb)	ALCRB00	137.752	-0.086	10-Dec
US-LCAP Transaction (All-in) ($/mt)	ALCRE00	3036.908	-1.896	10-Dec
US-LCAP All-in (Basis CME) (¢/lb)	ALCRC00	136.176	-0.234	10-Dec
US-LCAP All-in (Basis CME) ($/mt)	ALCRF00	3002.163	-5.159	10-Dec
MW US Net-Cash premium (¢/lb)	MMACN00	20.950	0.050	10-Dec
US P1020 Duty Freight Factor ($/mt)	AFLSA00	120.000	0.000	10-Dec
US P1020 Duty Freight Factor (¢/lb)	AFLSB00	5.443	0.000	10-Dec
US P1020 Import Duty (¢/lb)	MMOEU00	12.028	-0.008	10-Dec
MW US Transaction premium (implied duty-unpaid) (¢/lb)	MMOFU00	9.922	0.058	10-Dec
MW US Transaction price (implied duty-unpaid) (¢/lb)	MMOGU00	125.724	-0.078	10-Dec
MW US Market (¢/lb)	MMAAE00	138.750	0.750	10-Dec
CIF New Orleans duty-unpaid premium ($/mt)	MMODU00	320.000	0.000	10-Dec
CIF New Orleans duty-unpaid premium (¢/lb)	MMNDU00	14.515	0.000	10-Dec
NOLA-MW premium diff (¢/lb)	MMNOL00	7.435	0.050	10-Dec
Duty unpaid in-warehouse Rotterdam premium ($/mt)	AALVI00	300.000-315.000	0.000/0.000	10-Dec
Duty paid in-warehouse Rotterdam premium ($/mt)	AALVE00	350.000-375.000	0.000/0.000	10-Dec
Billet 6060/6063 DDP Germany ($/mt)	ABGEA04	580.000	0.000	10-Dec
Billet 6060/6063 DDP Italy ($/mt)	ABITA04	575.000	0.000	10-Dec
Aluminum CFR China All-in Import Price ($/mt)	MMBAA00	3120.000	1.410	10-Dec
CIF Japan premium ($/mt)	MMANA00	193.000-193.000	0.000/0.000	10-Dec
CIF Japan premium Q4 ($/mt)	AAFGA00	175.000-175.000	0.000/0.000	10-Dec
CIF Japan Fixed Price Equivalent ($/mt)	MMJAL00	2749.00-2749.00	1.00/1.00	10-Dec
CIF Japan Quarter Fixed Price Equivalent ($/mt)	MMJAQ00	2731.00-2731.00	1.00/1.00	10-Dec
CIF Major Asian Port (MAP) P1020 Premium	AAFGG00	186.00	1.00	10-Dec
Japan delivered (current month) ($/mt)	MMALU00	2729.200-2748.990	1.200/1.050	10-Dec
Japan delivered (2 months out) ($/mt)	MMALX00	2711.190-2730.980	1.210/1.050	10-Dec
Low-Emissions/Carbon-Accounted Aluminum				
Low-carbon Aluminum price duty unpaid in-warehouse Rotterdam ($/mt)	LALVI00	330.000-345.000	0.000/0.000	10-Dec
LCAP duty unpaid in-warehouse Rotterdam ($/mt)	LCARB00	30.00	0.00	10-Dec
Zero-carbon Aluminum price duty unpaid in-warehouse Rotterdam ($/mt)	ZALVI00	390.000-405.000	0.000/0.000	10-Dec
ZCAP duty unpaid in-warehouse Rotterdam ($/mt)	LCARD00	90.00	0.00	10-Dec
Low-carbon Aluminum price duty paid in-warehouse Rotterdam ($/mt)	LALVE00	370.000-395.000	0.000/0.000	10-Dec
LCAP duty paid in-warehouse Rotterdam ($/mt)	LCARA00	20.00	0.00	10-Dec
Zero-carbon Aluminum price duty paid in-warehouse Rotterdam ($/mt)	ZALVE00	430.000-455.000	0.000/0.000	10-Dec
ZCAP duty paid in-warehouse Rotterdam ($/mt)	LCARC00	80.00	0.00	10-Dec
Low-carbon 6060/6063 Billet DDP Germany ($/mt)	LCABG00	590.00	0.00	10-Dec
Low-carbon 6060/6063 Billet DDP Italy ($/mt)	LCABI00	585.00	0.00	10-Dec
MW US Transaction-A380 Spread (¢/lb)	ALUMB00	NA	NA	10-Dec
MW US Transaction-Mill MLCCs Spread (¢/lb)	ALUMC00	NA	NA	10-Dec
MW US Transaction-UBCs Spread (¢/lb)	ALUMA04	NA	NA	10-Dec
US Low-Carbon Premium (US-LCAP) (¢/lb)	ALCRA00	0.000	NA	10-Dec
US Low-Carbon Premium (US-LCAP) ($/mt)	ALCRD00	0.000	NA	10-Dec

Weekly/monthly prices

Calcined Petroleum Coke				
FOB US Gulf Coast ($/mt)	MMXEV00	385.000-405.000	5.000/5.000	27-Nov
Caustic Soda				
FOB NE Asia ($/mt)	AAVSE04	439.000-441.000	-5.000/-5.000	10-Dec
CFR SE Asia ($/mt)	AAVSF04	509.000-511.000	-10.000/-10.000	10-Dec
Domestic East China Ex-works (Yuan/mt)	AAXDE00	949.000-951.000	-30.000/-30.000	10-Dec
FOB NWE ($/mt)	AANTF00	508.000-512.000	10.000/10.000	10-Dec
CFR Med ($/mt)	ACSMA04	560.000	10.000	10-Dec
FOB US Gulf ($/mt)	AANTI00	465.000-475.000	-20.000/-20.000	10-Dec
Aluminum				
US Six-Months P1020 premium (¢/lb)	MMANJ04	23.500	0.000	05-Dec

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Primary Aluminum (continued)

	Symbol		Change	Date assessed
US 6063 Billet Upcharge (¢/lb)	MMAKC00	9.000-10.000	0.000/0.000	05-Dec
CIF Brazil premium duty-unpaid ($/mt)	MMABP04	250.000	0.000	06-Dec
Brazil DDP Southeast premium, low ICMS ($/mt)	MMABS04	280.000	0.000	06-Dec
Brazil DDP Southeast premium, high ICMS ($/mt)	ABRAA04	160.000	-10.000	06-Dec

Secondary Aluminum

	Symbol		Change	Date assessed
US Old Cast (¢/lb)	AAFBJ00	80.000-82.000	1.000/1.000	09-Dec
US Old Sheet (¢/lb)	AAFBL00	86.000-88.000	0.000/0.000	09-Dec
US Mill-Grade MLCCs (¢/lb)	AAFBP00	101.000-103.000	-1.000/-1.000	09-Dec
US MW Transaction-Mill MLCCs Spread (¢/lb)	ALUMC00	NA	NA	10-Dec
US Smelter-Grade MLCCs (¢/lb)	AAFBT00	84.000-86.000	0.000/0.000	09-Dec
US HG Auto Shreds (¢/lb)	AASSP00	89.000-91.000	-1.000/-1.000	09-Dec
US LG Auto Shreds (¢/lb)	AASSO00	84.000-86.000	1.000/1.000	09-Dec
US Turnings (¢/lb)	AAFCA00	80.000-82.000	1.000/1.000	09-Dec
US clean aluminum wheels (¢/lb)	ACLEA00	107.000	0.000	10-Dec
US UBCs (used beverage cans) (¢/lb)	AAFCD00	106.000-108.000	2.000/2.000	05-Dec
US MW Transaction-UBCs Spread (¢/lb)	ALUMA04	NA	NA	10-Dec
US Painted Siding (¢/lb)	AASNW02	102.000-104.000	-1.000/-1.000	05-Dec
US 6063 New Bare Extrusion Scrap discount (¢/lb)	AAFCE00	16.000-19.000	1.000/1.000	05-Dec
US 6063 New Bare Extrusion Scrap (¢/lb)	AAFCF00	118.752-121.752	-0.086/-0.086	10-Dec
US 6022 New Bare Scrap discount (¢/lb)	AAXVM04	17.000-20.000	0.000/0.000	05-Dec
US 6022 New Bare Scrap (¢/lb)	AAXVM00	117.752-120.752	-0.086/-0.086	10-Dec
US 5052 New Bare Scrap discount (¢/lb)	ABSDB04	8.000-11.000	-3.000/-3.000	05-Dec
US 5052 New Bare Scrap (¢/lb)	ABSDA00	126.752-129.752	-0.086/-0.086	10-Dec
Brazilian UBCs (Real/kg)	SB01018	11.000-11.500	0.200/0.300	09-Dec
Brazilian Castings (Real/kg)	SB01020	11.000-12.000	0.000/0.000	09-Dec
Brazilian Profile Scrap (Real/kg)	SB01022	15.000-16.000	0.000/0.500	09-Dec
Old cast delivered NE Mexico (pesos/kg)	AAXXA04	40.000-41.000	0.000/0.000	05-Dec
– ¢/lb conversion	AAXUA04	89.631-91.872	0.907/0.930	05-Dec
Old sheet delivered NE Mexico (pesos/kg)	AAXXB04	37.000-38.000	0.000/0.000	05-Dec
– ¢/lb conversion	AAXUB04	82.908-85.149	0.839/0.862	05-Dec
UBCs delivered NE Mexico (pesos/kg)	AAXXC04	41.500-42.500	0.000/0.000	05-Dec
– ¢/lb conversion	AAXUC04	92.992-95.233	0.941/0.964	05-Dec
6063 new bare delivered NE Mexico (pesos/kg)	AAXXD04	45.000-46.000	0.000/0.000	05-Dec
– ¢/lb conversion	AAXUD04	100.835-103.075	1.021/1.043	05-Dec
MW US A380 (¢/lb)	MMAAD00	133.500-135.000	-0.500/0.000	09-Dec
US MW Transaction-A380 Spread (¢/lb)	ALUMB00	NA	NA	10-Dec
MW US 319 (¢/lb)	MMAAC00	142.000-144.000	1.000/1.000	09-Dec
MW US Sec 356 (¢/lb)	MMAAB00	158.000-160.000	0.000/0.000	09-Dec
MW US A356.2 Upcharge (¢/lb)	AUMIA00	22.000	0.000	10-Dec
MW US A356.2 (All-in) (¢/lb)	AUMIB00	159.752	-0.086	10-Dec
MW US F132 (¢/lb)	MMAAA00	150.000-152.000	0.000/0.000	09-Dec
MW US A413 (¢/lb)	MMWUS00	164.000-166.000	0.000/0.000	09-Dec
MW US B390 (¢/lb)	FAALB00	184.000-186.000	1.000/1.000	09-Dec
ADC12 FOB China ($/mt)	AAVSJ00	2400.000-2410.000	-10.000/-10.000	10-Dec
ADC12 Ex-works China ($/mt)	AAVSI00	2767.890-2781.800	3.850/3.870	10-Dec
Alloy 226 delivered European Works (Eur/mt)	AALVT00	2200.000-2280.000	10.000/20.000	06-Dec
Alloy 231 DDP Germany (Eur/mt)	ABLVT04	2300.000-2380.000	10.000/20.000	06-Dec
European Aluminum Scrap High Grade Auto Shreds (Eur/mt)	ANICC00	1710.000	0.000	10-Dec

Light Metals

	Symbol		Change	Date assessed
Weekly prices				
Magnesium				
MW Magnesium 93% Alloy DDP US (¢/lb)	MMAHR00	200.000-300.000	0.000/0.000	04-Dec
MW Magnesium 99.8% DDP US (¢/lb)	MMAHQ00	300.000-350.000	0.000/0.000	04-Dec
European Free Market ($/mt)	MMAIZ00	2505.000-2560.000	0.000/0.000	04-Dec
Silicon				
553 Grade delivered US Midwest (¢/lb)	MMAJM00	135.000-145.000	0.000/0.000	04-Dec
553 Grade IW EU (Eur/mt)	AAIUT00	2060.000-2120.000	0.000/0.000	04-Dec
Manganese				
Electrolytic 99.7% FOB China ($/mt)	MMAIX00	1670.000-1690.000	0.000/0.000	06-Dec
Titanium				
US Turnings 9064 (¢/lb)	MMAJZ00	2.000-2.500	0.000/0.000	05-Dec
Europe Turnings 9064 (¢/lb)	MMAJY00	2.100-2.500	0.000/0.000	05-Dec

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Battery Metals

Daily prices

	Symbol		Change	Date assessed
Lithium Carbonate				
CIF North Asia ($/mt)	BATLC04	10500	+0	10-Dec
Recycled CIF North Asia ($/mt)	BATNA00	9500	+0	10-Dec
DDP China ($/mt)	BATAM00	10501	-4	10-Dec
DDP China (Yuan/mt)	BATCA04	75500	+0	10-Dec
Recycled DDP China (Yuan/mt)	BATCN00	74500	+500	10-Dec
CIF North Asia Import Parity (Yuan/mt)	BATCP04	85515	+31	10-Dec
CIF Europe ($/mt)	LCCIF00	10500	-250	10-Dec
DDP US ($/mt)	ALTHA00	11400	+0	10-Dec
FOB Lithium Triangle - LiT ($/mt)	BATLA00	10000	+0	10-Dec
Lithium Hydroxide				
CIF North Asia ($/mt)	BATLH04	8800	-200	10-Dec
DDP China ($/mt)	BATBM00	9555	+24	10-Dec
DDP China (Yuan/mt)	BATHY04	68700	+200	10-Dec
CIF Europe ($/mt)	LHCIF00	9400	-300	10-Dec
DDP US ($/mt)	ALTHB00	11500	+0	10-Dec
Lithium Spodumene				
5.5% Li2O CIF China ($/mt)	BATLS00	738	+0	10-Dec
6% Li2O FOB Australia ($/mt)	BATSP03	765	+0	10-Dec
0.1% differential to Spodumene 6% FOB Australia ($/mt)	BATSS00	12.75	+0.00	10-Dec
Cobalt Sulfate				
CIF North Asia ($/mt)	BATCO04	4000	+0	10-Dec
DDP China ($/mt)	BATCM00	3644	-1	10-Dec
DDP China (Yuan/mt)	BATCS04	26200	+0	10-Dec
Cobalt Hydroxide				
CIF China ($/lb)	BATCH04	6.00	+0.00	10-Dec
CIF China ($/mt)	BATCT04	13227.72	+0.00	10-Dec
Cobalt Metal				
IW Rotterdam 99.8% mixed-use basket A ($/lb)	ECMCG00	10.100	+0.000	10-Dec
IW Rotterdam 99.8% mixed-use basket B ($/lb)	MMAIK00	11.000	+0.000	10-Dec
IW Rotterdam 99.8% alloy use ($/lb)	ECMAG00	14.000	+0.000	10-Dec
99.8% US Spot Cathode ($/lb)	MMAEO00	15.600	+0.000	10-Dec
Nickel Sulfate				
DDP China (Yuan/mt)	BATNS04	25000	-500	10-Dec
DDP China ($/mt)	BATNU00	3477	-71	10-Dec
Nickel Sulfate premium CIF Northeast Asia ($/mt)	BATNB00	1850	+0	10-Dec
Nickel Sulfate calculated price CIF Northeast Asia ($/mt)	BATNC00	3877	-39	10-Dec
Europe Nickel Sulfate premium IW Rotterdam ($/mt)	ANICA00	2350	+0	10-Dec
Europe Nickel Sulfate calculated price IW Rotterdam ($/mt)	ANICB00	3988	-39	10-Dec
Nickel Sulfate premium CIF US ($/mt)	ANIPB00	2800	+0	10-Dec
Nickel Sulfate calculated price CIF US ($/mt)	ANIPC00	4088	-39	10-Dec
MHP CIF North Asia basis Nickel Sulfate ($/mt)	BATME00	12474	-255	10-Dec
MHP CIF North Asia basis Nickel Sulfate (Yuan/mt)	BATMA00	89686	-1794	10-Dec
MHP CIF North Asia payable basis Nickel Sulfate (%)	BATMB00	80.00	+0.00	10-Dec
MHP CIF North Asia basis LME Nickel ($/mt)	BATMC00	12590	+0	10-Dec
MHP CIF North Asia payable basis LME Nickel (%)	BATMD00	80.00	+0.00	10-Dec
Manganese Sulfate				
DDP China (Yuan/mt)	BATMS00	6080	+30	10-Dec
DDP China ($/mt)	BATMT00	846	+4	10-Dec
Black Mass				
LFP black mass DDP China percent Lithium (Yuan/mt)	LBMCA00	2750	+0	10-Dec
Ni-Co Black Mass DDP China Lithium payables (%)	NBMCA00	73	+0	10-Dec
Ni-Co Black Mass DDP China Cobalt payables (%)	NBMCB00	73	+0	10-Dec
Ni-Co Black Mass DDP China Nickel payables (%)	NBMCC00	73	+0	10-Dec
Ni-Co Black Mass DDP China calculated price (Yuan/mt)	NBMCD00	23188	-196	10-Dec
Ni-Co Black Mass EXW Europe Lithium payables (%)	NBMEA00	0.00	NA	10-Dec
Ni-Co Black Mass EXW Europe Cobalt payables (%)	NBMEB00	66.00	+0.00	10-Dec
Ni-Co Black Mass EXW Europe Nickel payables (%)	NBMEC00	66.00	+0.00	10-Dec
Ni-Co Black Mass EXW Europe calculated price ($/MT)	NBMED00	1965	-14	10-Dec
Ni-Co Black Mass DDP US Lithium payables (%)	NBNEC00	0.00	NA	10-Dec
Ni-Co Black Mass DDP US Cobalt payables (%)	NBNEB00	67.00	+0.00	10-Dec
Ni-Co Black Mass DDP US Nickel payables (%)	NBNEA00	67.00	+0.00	10-Dec
Ni-Co Black Mass DDP US calculated price ($/mt)	NBNED00	2193	-12	10-Dec
Graphite				
Natural Flake Graphite 94-95% C, FOB China ($/mt)	BATAA00	405	+5	10-Dec
Natural Flake Graphite 94-95% C, CIF Northeast Asia ($/mt)	BATBA00	435	+5	10-Dec

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Battery Metals (continued)

	Symbol		Change	Date assessed
Spherical Graphite 99.95% C, FOB China ($/mt)	BATAB00	1780	+5	10-Dec
Spherical Graphite 99.95% C, CIF Northeast Asia ($/mt)	BATBB00	1810	+5	10-Dec
Uncalcined Needle Coke DDP China (Yuan/mt)	BATCC00	4750	-50	10-Dec
Uncalcined Needle Coke DDP China (Import Parity) ($/mt)	BATIP00	559	-6	10-Dec

Copper

	Symbol		Change	Date assessed
Daily prices				
CIF China premium ($/mt)	MMAMK00	45.00-45.00	0.00/0.00	10-Dec
Top Brand ER differential	ACTBA00	5.00	0.00	10-Dec
SX-EW differential	ACTBB00	-5.00	0.00	10-Dec
COMEX Spot (¢/lb)	CMAAD10	422.35	0.00	10-Dec
Clean Copper Concentrates ($/mt)	PCCCA00	2345.00	-10.00	10-Dec
Clean Copper Concentrate Treatment Charge ($/mt)	PCCCB00	5.20	0.70	10-Dec
Clean Copper Concentrate Refining Charge (¢/lb)	PCCCC00	0.52	0.07	10-Dec
Clean Copper Concentrate Producer-Trader Treatment Charge Differential ($/mt)	PCCCG00	-9.10	-0.40	10-Dec
Clean Copper Concentrate Producer-Trader Refining Charge Differential (¢/lb)	PCCCH00	-0.91	-0.04	10-Dec
Weekly prices				
NY Dealer premium cathodes (¢/lb)	MMACP00	11.00-14.00	0.00/0.00	10-Dec
MW No.1 Burnt Scrap Disc (Scrap) (¢/lb)	MMACJ10	27.00	1.00	10-Dec
MW No.1 Bare Bright Disc (Scrap) (¢/lb)	MMACL10	15.00	1.00	10-Dec
MW No.2 Scrap Disc (¢/lb)	MMACN10	40.00	0.00	10-Dec

Bulk Ferroalloys

	Symbol		Change	Date assessed
Daily prices				
Nickel Ore				
Low-grade Nickel Ore CIF China ($/wmt)	ANINO00	36.50	-0.80	10-Dec
High-grade Nickel Ore CIF China ($/wmt)	ANIOC00	60.00	0.00	10-Dec
Nickel Pig Iron (NPI)				
NPI FOB Indonesia ($/mtu)	ANIPA00	114.500	-0.500	10-Dec
Weekly prices				
Manganese Ore				
36% Mn Ore CIF Tianjin ($/dmtu)	AAXRX00	3.900	0.000	06-Dec
44% Mn Ore CIF Tianjin ($/dmtu)	AAWER00	4.200	0.000	06-Dec
Iron Differential per 1% (\> 40% Mn Ore)	FAWER04	0.030	0.000	06-Dec
Silica Differential per 1% (\> 40% Mn Ore)	SAWER04	-0.020	0.000	06-Dec
Ferrochrome				
Charge Chrome 48-52% in-warehouse US (¢/lb)	MMAEX00	130.000-140.000	0.000/0.000	04-Dec
Charge Chrome 52% DDP Europe (¢/lb)	MMAIP00	105.000-125.000	0.000/0.000	04-Dec
Charge Chrome 48-52% CIF China (¢/lb)	CCXIC04	82.000-84.000	-5.500/-4.500	04-Dec
65% High Carbon in-warehouse US (¢/lb)	MMAFA00	135.000-150.000	-5.000/-5.000	04-Dec
65%-68% High Carbon DDP Europe (¢/lb)	MMAIQ00	110.000-155.000	0.000/0.000	04-Dec
60%-65% High Carbon Spot CIF Japan (¢/lb)	MMAEW00	94.000-95.000	-1.000/-1.000	04-Dec
58%-60% High Carbon CIF China (¢/lb)	SB01103	82.000-84.000	-5.500/-4.500	04-Dec
Low Carbon 0.10% in-warehouse US (¢/lb)	MMAIM00	255.000-260.000	0.000/0.000	04-Dec
Low-Carbon 0.10% C, 65-70% Cr DDP NWE (¢/lb)	MMAIL00	230.000	0.000	04-Dec
Low-Carbon 0.10% C, 60-64.99% Cr DDP NWE (¢/lb)	FLCDA00	205.000	0.000	04-Dec
Low Carbon 0.15% in-warehouse US (¢/lb)	MMANR00	230.000-240.000	0.000/0.000	04-Dec
Low Carbon 0.05% in-warehouse US (¢/lb)	MMAFC00	305.000-310.000	0.000/0.000	04-Dec
Ferromanganese				
High Carbon 76% in-warehouse US ($/long ton)	MMAFH00	1220.000-1250.000	-5.000/-75.000	04-Dec
High Carbon 76% DDP NW Europe (Eur/mt)	AFERA04	990.000-1050.000	15.000/0.000	04-Dec
Medium Carbon 85% in-warehouse US (¢/lb)	MMAFK00	117.000-120.000	0.000/0.000	04-Dec
Silicomanganese				
65% Mn in-warehouse US (¢/lb)	MMAGR00	61.000-63.000	1.000/-2.000	04-Dec
65% Mn CIF Japan ($/mt)	MMAJG00	880.000-890.000	10.000/0.000	04-Dec
65:16 DDP NW Europe (Eur/mt)	AAITQ00	990.000-1040.000	0.000/0.000	04-Dec
Ferrosilicon				
75% Si in-warehouse US (¢/lb)	MMAFT00	115.000-130.000	-10.000/-5.000	04-Dec
75% Si CIF Japan ($/mt)	MMAJP00	1220.000-1240.000	-10.000/-10.000	04-Dec
75% Si FOB China ($/mt)	MMAKB00	1200.000-1220.000	-10.000/-10.000	04-Dec
75% Std DDP NW Europe (Eur/mt)	AAIUR00	1300.000-1400.000	-20.000/35.000	04-Dec

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Noble Alloys

	Symbol		Change	Date assessed
Daily prices				
Molybdenum				
Daily Dealer Oxide ($/lb)	MMAYQ00	21.600-21.720	0.050/-0.080	10-Dec
Ferromolybdenum				
MW European 65% Ferromolybdenum ($/kg)	MMAFO00	50.500-50.750	0.200/0.150	10-Dec
Weekly prices				
Molybdenum				
Oxide Daily Dealer Wkl Avg.($/lb)	MMAGQ00	21.370-21.670	-0.020/0.004	06-Dec
MW US FeMo ($/lb)	MMAFQ00	23.700-23.900	-0.100/0.000	05-Dec
60% Ferromolybdenum FOB China ($/kg)	MMAFP00	52.300-52.800	-1.600/-1.300	05-Dec
60% Ferromolybdenum CIF Asia ($/kg)	MMAFM00	49.800-50.300	-0.200/-0.200	05-Dec
Ferrovanadium				
US Free Market V205 ($/lb)	MMAGD00	9.000-10.000	0.000/0.000	05-Dec
US Ferrovanadium, 80% V ($/lb)	MMAFY00	13.500-13.800	-0.100/-0.300	05-Dec
Europe Ferrovanadium, 80% V ($/Kg)	MMAYY04	26.000-26.250	0.000/0.000	05-Dec
Titanium				
MW US Turnings 9064 ($/lb)	MMAJZ00	2.000-2.500	0.000/0.000	05-Dec
Europe Turnings 9064 ($/lb)	MMAJY00	2.100-2.500	0.000-0.000	05-Dec
Ferrotitanium				
MW US Ferrotitanium 70% Ti ($/lb)	MMAJX00	3.500-3.600	0.300/0.100	05-Dec
Europe Ferrotitanium 70% Ti ($/kg)	MMAJW00	4.000-5.500	0.000/0.000	05-Dec

Other Steel Inputs

	Symbol		Change	Date assessed
Weekly prices				
Nickel				
NY Dealer Cathode ($/lb)	MMAAQ00	NA-NA	NA/NA	10-Dec
NY Dealer Melt ($/lb)	MMAAS00	NA-NA	NA/NA	10-Dec
NY Dealer Plate ($/lb)	MMAAU00	NA-NA	NA/NA	10-Dec
Cathode premium Spot US (¢/lb)	MMAZM04	53.500	-0.500	05-Dec
Melt premium US (¢/lb)	MMAZI04	53.500	-0.500	05-Dec
Plate premium Spot US (¢/lb)	MMAZK04	26.000	1.000	05-Dec
Plating Grade premium IW Rotterdam ($/mt)	MMAYO04	300.000-400.000	0.000/0.000	06-Dec
Uncut Cathode IW Rotterdam ($/mt)	MMAYP04	100.000-250.000	0.000/0.000	06-Dec
Briquette premium IW Rotterdam ($/mt)	AALWJ00	250.000-350.000	0.000/0.000	06-Dec
Stainless Steel Scrap				
Scrap NA Free Market 18-8 ($/lt)	AALDQ00	1190.000-1210.000	-20.000/—22.000	05-Dec
EU CIF Rotterdam 18-8 (Eur/mt)	CASSR00	1225.000	-10.000	10-Dec
EU CIF Rotterdam 18-8 ($/mt)	CASSS00	1287.110	-19.770	10-Dec
Manganese				
Electrolytic 99.7% FOB China ($/mt)	MMAIX00	1670.000-1690.000	0.000/0.000	06-Dec

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Other Base Metals

			Change	Date assessed
Daily prices				
Lead				
North American Market (¢/lb)	MMALF01	107.397	-1.179	10-Dec
Twice weekly prices				
Tin				
Tin MW Dealer (¢/lb)	MMAAW10	1374.000	32.000	09-Dec
Weekly prices				
Zinc				
MW SHG premium (¢/lb)	MMAYH00	17.500	0.000	05-Dec
MW Galv. premium (¢/lb)	MMAYI00	17.500	0.000	05-Dec
MW Alloy No. 3 premium (¢/lb)	MMAYJ00	40.500	0.000	05-Dec
Lead				
North American Premium (¢/lb)	MMXCD00	15.000	0.000	10-Dec
Used lead-acid batteries US Midwest (¢/lb)	MMLAA04	31.000-32.000	0.500/0.000	10-Dec
Used lead-acid batteries US Northeast (¢/lb)	MMLAB04	32.000-34.000	0.000/0.000	10-Dec

Minor Metals

	Symbol		Change	Date assessed
Daily prices				
Cobalt				
IW Rotterdam 99.8% mixed-use basket A ($/lb)	ECMCG00	10.100	0.000	10-Dec
IW Rotterdam 99.8% mixed-use basket B ($/lb)	MMAIK00	11.000	0.000	10-Dec
IW Rotterdam 99.8% alloy use ($/lb)	ECMAG00	14.000	0.000	10-Dec
99.8% cathode DDP US ($/lb)	MMAEO00	15.200-16.000	0.000/0.000	10-Dec

Precious Metals assessments

	Symbol		Change	Date assessed
Weekly prices				
NY Dealer Platinum ($/oz)	MMAHX00	935.000-965.000	10.000/-10.000	05-Dec
NY Dealer Palladium ($/oz)	MMABV00	960.000-1000.000	-10.000/-46.000	05-Dec
NY Dealer Rhodium ($/oz)	MMAID00	4475.000-4525.000	0.000/-50.000	05-Dec
NY Dealer Iridium ($/oz)	MMAIJ00	4300.000-4400.000	0.000/-50.000	05-Dec
NY Dealer Ruthenium ($/oz)	MMAIH00	400.000-440.000	-20.000/-10.000	05-Dec

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Exchange-Traded Data and Third Party Data

	Symbol		Date assessed
COMEX Settlements			
Copper Spot (¢/lb)	CMAAD10	422.350	10-Dec
Copper 2 months out (¢/lb)	CMAAE10	425.350	10-Dec
Copper One Year out (¢/lb)	CMAAF10	435.800	10-Dec
Silver Spot (¢/oz)	CMAAJ10	3236.300	10-Dec
Silver 2 months out (¢/oz)	CMAAK10	3261.200	10-Dec
Silver 1 year out (¢/oz)	CMAAL10	3386.200	10-Dec
Gold Spot ($/oz)	CMAAG10	2697.600	10-Dec
Gold 1 year ($/oz)	CMAAH10	2821.100	10-Dec
Aluminum Spot ($/mt)	CMALI01	2518.25	10-Dec
Aluminum M2 ($/mt)	CMALI02	2533.25	10-Dec
Aluminum M3 ($/mt)	CMALI03	2549.00	10-Dec
Aluminum M4 ($/mt)	CMALI04	2565.00	10-Dec
NYMEX Settlements			
Platinum Active ($/oz)	XMAAB10	949.100	10-Dec
Palladium Active ($/oz)	XMAAA10	981.600	10-Dec
COMEX Closing Stocks			
Daily Copper Stocks (lb)	CMAAO10	93540.000	10-Dec
Daily Silver Stocks (oz)	CMAAM10	307615537.000	10-Dec
Daily Gold Stocks (oz)	CMAAN10	18081802.000	10-Dec
Precious Metals			
London Gold AM Fix ($/oz)	MMABM10	2670.450	10-Dec
London Gold PM Fix ($/oz)	MMABL10	2689.600	10-Dec
Gold H&H ($/oz)	MMABK10	2689.600	10-Dec
Gold Engelhard Unfabricated ($/oz)	MMABN10	2688.000	10-Dec
London Silver Fix, US (¢/tr oz)	MMACF10	3190.000	10-Dec
London Silver Fix, Pence (p/tr oz)	MMACE10	2500.000	10-Dec
London Silver Price ($/tr oz)	MMAXD00	31.900	10-Dec
Silver H&H (¢/oz)	MMACD10	3199.600	10-Dec
Silver Engelhard Unfabricated (¢/oz)	MMACH10	3200.000	10-Dec
Platinum J.Matthey Base NA ($/oz)	LMABW10	940.000	10-Dec
Platinum J.Matthey Base Asia ($/oz)	AMACH00	946.000	10-Dec
Platinum J.Matthey Base Europe ($/oz)	LMABV10	948.000	10-Dec
Platinum Engelhard Unfabricated ($/oz)	MMAHH10	943.000	10-Dec
Platinum Engelhard Asia ($/oz)	AMACM00	943.000	10-Dec
Palladium J.Matthey Base NA ($/oz)	LMABS10	973.000	10-Dec
Palladium J.Matthey Base Asia ($/oz)	AMACI00	985.000	10-Dec
Palladium J.Matthey Base Europe ($/oz)	LMABR10	983.000	10-Dec
Palladium Engehlard Unfabricated ($/oz)	MMABW10	980.000	10-Dec
Palladium Engelhard Asia ($/oz)	AMACN00	985.000	10-Dec
Rhodium J.Matthey Base NA ($/oz)	LMACA10	4575.000	10-Dec
Rhodium J.Matthey Base Asia ($/oz)	AMACJ00	4575.000	10-Dec
Rhodium J.Matthey Base Europe ($/oz)	LMABZ10	4575.000	10-Dec
Rhodium Engelhard ($/oz)	MMAHY10	4575.000	10-Dec
Rhodium Engelhard Asia ($/oz)	AMACO00	4575.000	10-Dec
Iridium J.Matthey Base North America ($/oz)	MMABP10	4475.000	10-Dec
Iridium Engelhard Unfabricated ($/oz)	MMABO10	4550.000	10-Dec
Iridium Engelhard Asia ($/oz)	AMACP00	4550.000	10-Dec

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Molybdenum Dealer Oxide Weekly Averages ($/lb)

Week ended 06-Dec

	Symbol	Low	High	Midpoint
Weekly average		21.370	21.670	21.520
Daily Assessment Recap				
Mon,02-Dec	MMAYQ00	21.300	21.650	21.475
Tue,03-Dec	MMAYQ00	21.350	21.600	21.475
Wed,04-Dec	MMAYQ00	21.400	21.750	21.575
Thu,05-Dec	MMAYQ00	21.400	21.650	21.525
Fri,06-Dec	MMAYQ00	21.400	21.700	21.550
Tonnage Volume (mt)				
Total	MWTVT00	508		
By region				
Europe	MWTVE00	168		
Japan	MWTVJ00	0		
South Korea	MWTVK00	220		
India	MWTVI00	0		
United States	MWTVU00	0		
China	MWTVC00	120		

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Platts
S&P Global
Commodity Insights

Metals Week

A Weekly Supplement to Platts Metals Daily

Daily prices

	Symbol	02-Dec	03-Dec	04-Dec	05-Dec	06-Dec	Week avg
Alumina							
PAX FOB Australia ($/mt)	MMWAU00	787.000	787.000	805.000	805.000	780.000	792.800
PAX CIF China ($/mt)	MMALZ00	810.800	810.500	828.600	828.550	803.500	816.390
PAX China Ex-works ($/mt)	MMXWC00	807.070	812.550	813.250	813.870	814.220	812.192
DBF Aus-China Handysize ($/mt)	MMACH00	23.800	23.500	23.600	23.550	23.500	23.590
Aluminum							
MW US Transaction (¢/lb)	MMAAF10	137.474	138.041	138.313	140.314	137.343	138.297
MW US Transaction premium (¢/lb)	MMAKE00	21.150	21.150	21.150	21.450	21.450	21.270
US Aluminum all-in (basis CME) (¢/lb)	ALINA00	137.224	138.653	140.229	140.031	137.071	—
US Aluminum all-in (basis CME) ($/mt)	ALINB00	3025.268	3056.772	3091.517	3087.151	3021.895	—
US Low-Carbon Premium (US-LCAP) (¢/lb)	ALCRA00	0.000	0.000	0.000	0.000	0.000	—
US Low-Carbon Premium (US-LCAP) ($/mt)	ALCRD00	0.000	0.000	0.000	0.000	0.000	—
US-LCAP Transaction (All-in) (¢/lb)	ALCRB00	137.474	138.041	138.313	140.314	137.343	—
US-LCAP Transaction (All-in) ($/mt)	ALCRE00	3030.779	3043.279	3049.276	3093.391	3027.891	—
US-LCAP All-in (Basis CME) (¢/lb)	ALCRC00	137.224	138.653	140.229	140.031	137.071	—
US-LCAP All-in (Basis CME) ($/mt)	ALCRF00	3025.268	3056.772	3091.517	3087.151	3021.895	—
MW US Net-Cash premium (¢/lb)	MMACN00	19.850	19.850	19.850	20.150	20.150	19.970
US P1020 Import Duty (¢/lb)	MMOHUOO	12.003	12.054	12.079	12.261	11.991	12.078
MW US Transaction premium (implied duty-unpaid) (¢/lb)	MMOFU00	9.147	9.096	9.071	9.189	9.459	9.192
MW US Transaction price (implied duty-unpaid) (¢/lb)	MMOGU00	125.471	125.987	126.234	128.053	125.352	126.219
MW US Market (¢/lb)	MMAAE00	138.000	138.750	140.250	140.250	138.500	139.150
CIF New Orleans duty-unpaid premium ($/mt)	MMODU00	320.000	320.000	320.000	320.000	320.000	320.000
CIF New Orleans duty-unpaid premium (¢/lb)	MMNDU00	14.515	14.515	14.515	14.515	14.515	14.515
CIF NOLA-MW premium differential (¢/lb)	MMNOL00	6.635	6.635	6.635	6.935	6.935	6.755
MW US A380 Alloy (¢/lb)	MMAAD00	134.000/135.000	NA/NA	NA/NA	134.000/135.000	NA/NA	134.500
US MW Transaction-A380 Spread (¢/lb)	ALUMB00	2.970	NA	NA	5.810	NA	—
MW US 319 (¢/lb)	MMAAC00	141.000/143.000	NA/NA	NA/NA	141.000/143.000	NA/NA	142.000
MW US Sec 356 (¢/lb)	MMAAB00	158.000/160.000	NA/NA	NA/NA	158.000/160.000	NA/NA	159.000
MW US A356.2 Upcharge (¢/lb)	AUMIA00	23.000	23.000	22.000	22.000	22.000	22.400
MW US A356.2 (All-in) (¢/lb)	AUMIB00	160.474	161.041	160.313	162.314	159.343	160.697
MW US F132 (¢/lb)	MMAAA00	150.000/152.000	NA/NA	NA/NA	150.000/152.000	NA/NA	151.000
MW US A413 (¢/lb)	MMWUS00	164.000/166.000	NA/NA	NA/NA	164.000/166.000	NA/NA	165.000
MW US B390 (¢/lb)	FAALB00	183.000/185.000	NA/NA	NA/NA	183.000/185.000	NA/NA	184.000
US Old Cast (¢/lb)	AAFBJ00	80.000/82.000	NA/NA	NA/NA	79.000/81.000	NA/NA	80.500
US Old Sheet (¢/lb)	AAFBL00	85.000/87.000	NA/NA	NA/NA	86.000/88.000	NA/NA	86.500
US Mill-grade MLCCs (¢/lb)	AAFBP00	100.000/102.000	NA/NA	NA/NA	102.000/104.000	NA/NA	102.000
US MW Transaction-Mill MLCCs Spread (¢/lb)	ALUMC00	36.470	NA	NA	37.310	NA	—
US Smelter-grade MLCCs (¢/lb)	AAFBT00	83.000/85.000	NA/NA	NA/NA	84.000/86.000	NA/NA	84.500
US HG Auto Shreds (¢/lb)	AASSP00	89.000/91.000	NA/NA	NA/NA	90.000/92.000	NA/NA	90.500
US LG Auto Shreds (¢/lb)	AASSO00	83.000/85.000	NA/NA	NA/NA	83.000/85.000	NA/NA	84.000
US Turnings (¢/lb)	AAFCA00	79.000/81.000	NA/NA	NA/NA	79.000/81.000	NA/NA	80.000
US clean aluminum wheels (¢/lb)	ACLEA00	106.000	106.000	107.000	107.000	107.000	106.600
US 6063 New Bare Extrusion Scrap (¢/lb)	AAFCF00	119.474/122.474	120.041/123.041	120.313/123.313	121.314/124.314	118.343/121.343	121.397
US 6022 New Bare Scrap (¢/lb)	AAXVM00	117.474/120.474	118.041/121.041	118.313/121.313	120.314/123.314	117.343/120.343	119.797
US 5052 New Bare Scrap (¢/lb)	ABSDA00	123.474/126.474	124.041/127.041	124.313/127.313	129.314/132.314	126.343/129.343	126.997
Aluminum CFR China All-in Import Price ($/mt)	MMBAA00	3134.980	3128.450	3142.590	3149.380	3191.760	3149.432
Japan del (current mo) ($/mt)	MMALU00	2742.930/2762.890	2736.540/2756.530	2749.040/2768.980	2755.000/2775.020	2792.540/2812.490	2765.198
Japan del (2 mos. out) ($/mt)	MMALX00	2726.960/2746.920	2719.480/2739.470	2732.080/2752.030	2737.990/2758.010	2775.580/2795.530	2748.408
CIF Japan premium ($/mt)	MMANA00	191.000/191.000	192.000/192.000	192.000/192.000	192.000/192.000	192.000/192.000	191.800
CIF Japan premium Q3 ($/mt)	AAFGA00	175.000/175.000	175.000/175.000	175.000/175.000	175.000/175.000	175.000/175.000	175.000
CIF Japan Fixed Price Equivalent ($/mt)	MMJAL00	2763.00/2763.00	2756.50/2756.50	2769.00/2769.00	2775.00/2775.00	2812.50/2812.50	
CIF Japan Quarter Fixed Price Equivalent ($/mt)	MMJAQ00	2747.00/2747.00	2739.50/2739.50	2752.00/2752.00	2758.00/2758.00	2795.50/2795.50	
CIF Major Asian Port (MAP) P1020 Premium	AAFGG00	185.00	185.00	185.00	185.00	185.00	—
Duty paid in-warehouse R'dam premium ($/mt)	AALVE00	350.000/370.000	350.000/370.000	350.000/375.000	350.000/375.000	350.000/375.000	361.500
Duty unpaid in-warehouse R'dam premium ($/mt)	AALVI00	300.000/310.000	300.000/310.000	300.000/310.000	300.000/310.000	300.000/315.000	305.500
Billet 6060/6063 DDP Germany ($/mt)	ABGEA04	570.000	570.000	570.000	570.000	580.000	572.000
Billet 6060/6063 DDP Italy ($/mt)	ABITA04	575.000	575.000	575.000	575.000	575.000	575.000
European Aluminum Scrap High Grade Auto Shreds (Eur/mt)	ANICC00	1710.000	1710.000	1710.000	1710.000	1710.000	—

Daily prices (continued)

	Symbol	02-Dec	03-Dec	04-Dec	05-Dec	06-Dec	Week avg
Low Emissions Aluminum							
Low-carbon Aluminum price duty unpaid in-warehouse Rotterdam ($/mt)	LALVI00	330.000/340.000	330.000/340.000	330.000/340.000	330.000/340.000	330.000/345.000	335.500
LCAP duty unpaid in-warehouse Rotterdam ($/mt)	LCARB00	30.00	30.00	30.00	30.00	30.00	30.000
Zero-carbon Aluminum price duty unpaid in-warehouse Rotterdam ($/mt)	ZALVI00	393.400/403.400	393.400/403.400	393.400/403.400	391.400/401.400	390.000/405.000	397.820
ZCAP duty unpaid in-warehouse Rotterdam ($/mt)	LCARD00	93.40	93.40	93.40	91.40	90.00	92.320
Low-carbon Aluminum price duty paid in-warehouse Rotterdam ($/mt)	LALVE00	370.000/390.000	370.000/390.000	370.000/395.000	370.000/395.000	370.000/395.000	381.500
LCAP duty paid in-warehouse Rotterdam ($/mt)	LCARA00	20.00	20.00	20.00	20.00	20.00	20.000
Zero-carbon Aluminum price duty paid in-warehouse Rotterdam ($/mt)	ZALVE00	433.400/453.400	433.400/453.400	433.400/458.400	431.400/456.400	430.000/455.000	443.820
ZCAP duty paid in-warehouse Rotterdam ($/mt)	LCARC00	83.40	83.40	83.40	81.40	80.00	82.320
Low-carbon 6060/6063 Billet DDP Germany ($/mt)	LCABG00	580.000	580.000	580.000	580.000	590.000	582.000
Low-carbon 6060/6063 Billet DDP Italy ($/mt)	LCABI00	585.000	585.000	585.000	585.000	585.000	585.000
Copper							
COMEX HG 1st Position (¢/lb)	CMAAD10	407.550	414.600	414.200	413.500	413.850	412.740
COMEX HG 2nd Position (¢/lb)	CMAAE10	411.350	418.450	418.300	417.450	417.850	416.680
COMEX HG 3rd Position (¢/lb)	CMAAF10	422.850	429.300	429.700	428.700	428.700	427.850
COMEX inventories (st)	CMAAO10	90963	91035	92502	92371	92929	——-
US Transaction (¢/lb)	MMCUTOO	420.050	427.100	426.700	426.000	426.350	425.240
Zinc							
MW North America SHG (¢/lb)	MMABD10	157.456	157.161	157.071	158.068	156.390	157.229
MW North America GAL (¢/lb)	MMABI10	157.456	157.161	157.071	158.068	156.390	157.229
MW Alloyer No. 3 (¢/lb)	MMABH10	180.456	180.161	180.071	181.068	179.390	180.229
Lead							
North American Market (¢/lb)	MMALF01	107.533	107.125	108.168	108.712	108.962	108.100
Tin							
MW NY Dealer (¢/lb)	MMAAW10	1335.000	NA	NA	1342.000	NA	1338.500
Cobalt							
99.8% mixed-use basket A IW Rotterdam ($/lb)	ECMCG00	10.000	10.000	10.000	10.000	10.050	
99.8% mixed-use basket B IW Rotterdam ($/lb)	MMAIK00	10.700	10.700	10.700	11.000	11.000	10.820
99.8% alloy grade IW Rotterdam ($/lb)	ECMAG00	14.000	14.000	14.000	14.000	14.000	
99.8% Cathode DDP US ($/lb)	MMAEO00	15.550	15.400	15.400	15.400	15.400	
Molybdenum/Ferromolybdenum							
Daily Dealer Oxide ($/lb)	MMAYQ00	21.300/21.650	21.350/21.600	21.400/21.750	21.400/21.650	21.400/21.700	21.520
MW Europe 65% Ferromolybdenum ($/kg)	MMAF000	50.000/50.200	50.200/50.400	50.200/50.400	50.200/50.400	50.200/50.500	50.270
Gold							
COMEX 1st Position ($/tr oz)	CMAAG10	2634.900	2644.700	2653.800	2626.600	2638.600	2639.720
COMEX 2nd Position ($/tr oz)	CMAAH10	2759.800	2769.000	2776.200	2747.300	2758.500	2762.160
Comex Inventories (tr oz)	CMAAN10	17940748	17874357	17829095	17833337	17845154	
Engelhard Unfabricated ($/tr oz)	MMABN10	2649.000	2656.000	2648.000	2649.000	2633.000	2647.000
Handy & Harman ($/tr oz)	MMABK10	2642.150	2640.650	2648.650	2640.150	2637.300	2641.780
London Final ($/tr oz)	MMABL10	2642.150	2640.650	2648.650	2640.150	2637.300	2641.780
London Initial ($/tr oz)	MMABM10	2637.250	2645.350	2642.050	2649.150	2636.500	2642.060
Battery Metals							
Lithium							
Carbonate CIF North Asia ($/mt)	BATLC04	10400.000	10400.000	10600.000	10600.000	10600.000	10520.00
Recycled Carbonate CIF North Asia ($/mt)	BATNA00	9400	9400	9600	9600	9600	—
Hydroxide CIF North Asia ($/mt)	BATLH04	8800.000	9000.000	9400.000	9600.000	9600.000	9280.00
Carbonate CIF North Asia Import Parity (Yuan/mt)	BATCP04	84666.000	84820.000	86373.000	86307.000	86307.000	85687.20
Carbonate DDP China (Yuan/mt)	BATCA04	76500.000	76000.000	75500.000	76000.000	75500.000	75900.00
Recycled Carbonate DDP China (Yuan/mt)	BATCN00	75000	74500	74000	74500	74000	—
Hydroxide DDP China (Yuan/mt)	BATHY04	70000.000	70000.000	69500.000	69500.000	69000.000	69600.00
Carbonate CIF Europe ($/mt)	LCCIF00	10650.000	10650.000	10650.000	10650.000	10750.000	—
Hydroxide CIF Europe ($/mt)	LHCIF00	9250.000	9250.000	9500.000	9700.000	9900.000	—
Carbonate DDP US ($/mt)	ALTHA00	11300.00	11300.00	11300.00	11400.00	11400.00	—
Hydroxide DDP US ($/mt)	ALTHB00	11400	11400	11400	11500	11500	—
Lithium Triangle - LiT FOB ($/mt)	BATLA00	10000	10000	10000	10000	10000	—
Lithium Spodumene FOB Australia ($/mt)	BATSP03	810	810	780	770	760	—
Lithium Spodumene 0.1% differential to Spodumene 6% FOB Australia ($/mt)	BATSS00	13.50	13.50	13.00	12.83	12.67	—

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Daily prices (continued)

	Symbol	02-Dec	03-Dec	04-Dec	05-Dec	06-Dec	Week avg
Cobalt							
Sulfate CIF North Asia ($/mt)	BATCO04	4300.000	4300.000	4000.000	4000.000	4000.000	4120.00
Hydroxide CIF China ($/mt)	BATCT04	13007.260	13007.260	13007.260	12786.800	13007.260	12963.17
Hydroxide CIF China ($/lb)	BATCH04	5.900	5.900	5.900	5.800	5.900	5.88
Sulfate DDP China (Yuan/mt)	BATCS04	26000.000	26000.000	26000.000	26000.000	26200.000	26040.00
Nickel							
Sulfate DDP China (Yuan/mt)	BATNS04	25200.000	25200.000	25200.000	25200.000	25200.000	25200.00
Sulfate DDP China ($/mt)	BATNU00	3507	3500	3503	3506	3507	3505
Nickel Sulfate premium CIF Northeast Asia ($/mt)	BATNB00	1800	1800	1850	1850	1850	—
Nickel Sulfate calculated price CIF Northeast Asia ($/mt)	BATNC00	3868	3907	3927	3930	3936	—
Europe Nickel Sulfate premium IW Rotterdam ($/mt)	ANICA00	2350	2350	2350	2350	2350	—
Europe Nickel Sulfate calculated price IW Rotterdam ($/mt)	ANICB00	3990	4029	4038	4041	4045	—
Nickel Sulfate premium CIF US ($/mt)	ANIPB00	2800	2800	2800	2800	2800	—
Nickel Sulfate calculated price CIF US ($/mt)	ANIPC00	4090	4129	4138	4142	4145	—
MHP CIF North Asia basis Nickel Sulfate ($/mt)	BATME00	12737	12714	12725	12734	12740	—
MHP CIF North Asia basis Nickel Sulfate (Yuan/mt)	BATMA00	91534	91534	91534	91534	91534	—
MHP CIF North Asia payable basis Nickel Sulfate (%)	BATMB00	81	81	81	81	81	—
MHP CIF North Asia basis LME Nickel ($/mt)	BATMC00	12590	12590	12590	12590	12590	—
MHP CIF North Asia payable basis LME Nickel (%)	BATMD00	80	80	80	80	80	—
Manganese							
Sulfate DDP China (Yuan/mt)	BATMS00	6100.000	6100.000	6050.000	6050.000	6050.000	6070
Sulfate DDP China ($/mt)	BATMT00	849	847	841	842	842	844
Black Mass							
LFP Black Mass DDP China percent Lithium (Yuan/mt)	LBMCA00	2750	2750	2750	2750	2750	—
Ni-Co Black Mass DDP China Lithium payables (%)	NBMCA00	73	73	73	73	73	—
Ni-Co Black Mass DDP China Cobalt payables (%)	NBMCB00	73	73	73	73	73	—
Ni-Co Black Mass DDP China Nickel payables (%)	NBMCC00	73	73	73	73	73	—
Ni-Co Black Mass DDP China calculated price (Yuan/mt)	NBMCD00	23346	23288	23231	23288	23266	—
Ni-Co Black Mass EXW Europe Lithium payables (%)	NBMEA00	0.00	0.00	0.00	0.00	0.00	—
Ni-Co Black Mass EXW Europe Cobalt payables (%)	NBMEB00	63.00	63.00	63.00	63.00	66.00	—
Ni-Co Black Mass EXW Europe Nickel payables (%)	NBMEC00	63.00	63.00	63.00	63.00	66.00	—
Ni-Co Black Mass EXW Europe	NBMED00	1870	1883	1886	1887	1983	—
Ni-Co Black Mass DDP US Lithium payables (%)	NBNEC00	0.00	0.00	0.00	0.00	0.00	—
Ni-Co Black Mass DDP US Cobalt payables (%)	NBNEB00	67.00	67.00	67.00	67.00	67.00	—
Ni-Co Black Mass DDP US Nickel payables (%)	NBNEA00	67.00	67.00	67.00	67.00	67.00	—
Ni-Co Black Mass DDP US calculated price ($/mt)	NBNED00	2190	2190	2193	2194	2195	—
Graphite							
Natural Flake Graphite 94-95% C, FOB China ($/mt)	BATAA00	395	395	395	395	395	—
Natural Flake Graphite 94-95% C, CIF Northeast Asia ($/mt)	BATBA00	425	425	425	425	425	—
Spherical Graphite 99.95% C, FOB China ($/mt)	BATAB00	1750	1750	1770	1770	1770	—
Spherical Graphite 99.95% C, CIF Northeast Asia ($/mt)	BATBB00	1780	1780	1800	1800	1800	—
Uncalcined Needle Coke DDP China (Yuan/mt)	BATCC00	4900	4850	4850	4800	4800	—
Uncalcined Needle Coke DDP China (Import Parity) ($/mt)	BATIP00	578	570	571	565	565	—
PGMs							
Palladium							
Nymex Nearby ($/tr oz)	XMAAA10	995.200	987.700	994.100	975.400	965.600	983.600
J.Matthey Base NA ($/tr oz)	LMABS10	994.000	990.000	989.000	978.000	965.000	983.200

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Daily prices (continued)

	Symbol	02-Dec	03-Dec	04-Dec	05-Dec	06-Dec	Week avg
J.Matthey Base Asia ($/tr oz)	AMACI00	990.000	999.000	976.000	985.000	978.000	985.600
J.Matthey Base Europe ($/tr oz)	LMABR10	982.000	1008.000	980.000	990.000	982.000	988.400
Engelhard Unfabricated ($/tr oz)	MMABW10	1000.000	1005.000	990.000	987.000	980.000	992.400
3-month borrow rate (%)		NA	NA	NA	NA	NA	NA
Engelhard Industrial Asia ($/tr oz)	AMACN00	982.000	988.000	979.000	990.000	1007.000	989.200
Platinum							
Nymex Nearby ($/tr oz)	XMAAB10	950.400	960.200	953.300	941.600	933.800	947.860
J.Matthey Base N ($/tr oz)	LMABW10	950.000	962.000	946.000	943.000	935.000	947.200
J.Matthey Base Asia ($/tr oz)	AMACH00	958.000	956.000	955.000	949.000	943.000	952.200
J.Matthey Base Europe ($/tr oz)	LMABV10	950.000	967.000	957.000	960.000	948.000	956.400
Engelhard Unfabricated ($/tr oz)	MMAHH10	945.000	958.000	945.000	945.000	939.000	946.400
3-month borrow rate (%)		NA	NA	NA	NA	NA	NA
Engelhard Industrial Asia ($/tr oz)	AMACM00	945.000	945.000	957.000	948.000	946.000	948.200
Iridium							
J.Matthey Base NA ($/tr oz)	MMABP10	4550.000	4550.000	4550.000	4550.000	4550.000	4550.000
Engelhard Unfabricated ($/tr oz)	MMABO10	4550.000	4550.000	4550.000	4550.000	4550.000	4550.000
Engelhard Industrial Asia ($/tr oz)	AMACP00	4575.000	4550.000	4550.000	4550.000	4550.000	4555.000
Rhodium							
J.Matthey Base Asia ($/tr oz)	AMACJ00	4575.000	4575.000	4575.000	4575.000	4575.000	4575.000
J.Matthey Base Europe ($/tr oz)	LMABZ10	4575.000	4575.000	4575.000	4575.000	4575.000	4575.000
J.Matthey Base NA ($/tr oz)	LMACA10	4575.000	4575.000	4575.000	4575.000	4575.000	4575.000
Engelhard Unfabricated ($/tr oz)	MMAHY10	4575.000	4575.000	4575.000	4575.000	4575.000	4575.000
Engelhard Industrial Asia ($/tr oz)	AMACO00	4600.000	4575.000	4575.000	4575.000	4575.000	4580.000
Ruthenium							
J.Matthey Base NA ($/tr oz)	MMAIF10	470.000	470.000	470.000	470.000	470.000	470.000
Engelhard Unfabricated ($/tr oz)	MMAIE10	470.000	470.000	470.000	470.000	470.000	470.000
Engelhard Industrial Asia ($/tr oz)	AMACQ00	470.000	470.000	470.000	470.000	470.000	470.000
Silver							
COMEX 1st Position (¢/tr oz)	CMAAJ10	3044.900	3107.700	3150.500	3113.400	3118.600	3107.020
COMEX 2nd Position (¢/tr oz)	CMAAK10	3074.200	3136.300	3178.600	3140.600	3146.200	3135.180
COMEX 3rd Position (¢/tr oz)	CMAAL10	3202.900	3265.900	3303.800	3268.500	3272.200	3262.660
Comex Inventories (tr oz)	CMAAM10	307975038	306719643	306541101	306557563	306673678	
Handy & Harman (¢/tr oz)	MMACD10	3048.200	3104.500	3131.000	3119.800	3116.800	3104.060
Engelhard Unfabricated (¢/tr oz)	MMACH10	3065.000	3120.000	3110.000	3150.000	3125.000	3114.000
London Fix, Pence (p/tr oz)	MMACE10	2396.000	2441.000	2432.000	2462.000	2437.000	2433.600
London Fix, US (¢/tr oz)	MMACF10	3045.500	3090.500	3083.500	3134.500	3111.000	3093.000
London Silver Price ($/tr oz)	MMAXD00	30.455	30.905	30.835	31.345	31.110	30.930
Exchange rates							
Platts Exchange Rates							
USD.GBP London close	GBPUS00	1.264600	1.266100	1.271400	1.275600	1.274700	1.270000
USD.AUD Singapore close	AUDUS00	0.649600	0.649800	0.642800	0.645300	0.642600	0.646000
USD.JPY Singapore close	JPYUS00	0.006700	0.006700	0.006600	0.006700	0.006700	0.007000
USD.EUR London close	EURUS00	1.049100	1.050800	1.053100	1.057100	1.057100	1.053000

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Weekly prices

Major Metals

Alumina

	Symbol		Change/ date assessed
PAX FOB Brazil-Aus differential ($/mt)	MMWAD04	20.000	05-Dec

Aluminum

	Symbol		Change/ date assessed
US Six-Months P1020 (¢/lb)	MMANJ04	23.500	05-Dec
US 6063 Billet Upcharge (¢/lb)	MMAKC04	9.000 / 10.000	05-Dec / 05-Dec
US UBCs (¢/lb)	AAFCD00	106.000 / 108.000	+2.000 / +2.000
US MW Transaction-UBCs Spread (¢/lb)	ALUMA04	33.310	+0.270
US Painted Siding (¢/lb)	AASNW02	102.000 / 104.000	-1.000 / -1.000
US 6063 New Bare Extrusion Scrap discount (¢/lb)	AAFCE00	16.000 / 19.000	+1.000 / +1.000
US 6022 New Bare Scrap discount (¢/lb)	AAXVM04	17.000 / 20.000	05-Dec / 05-Dec
US 5052 New Bare Scrap discount (¢/lb)	ABSDB04	8.000 / 11.000	-3.000 / -3.000
Old cast delivered NE Mexico (pesos/kg)	AAXXA04	40.000 / 41.000	05-Dec / 05-Dec
– ¢/lb conversion	AAXUA04	89.631 / 91.872	+0.907 / +0.930
Old sheet delivered NE Mexico (pesos/kg)	AAXXB04	37.000 / 38.000	05-Dec / 05-Dec
– ¢/lb conversion	AAXUB04	82.908 / 85.149	+0.839 / +0.862
UBCs delivered NE Mexico (pesos/kg)	AAXXC04	41.500 / 42.500	05-Dec / 05-Dec
– ¢/lb conversion	AAXUC04	92.992 / 95.233	+0.941 / +0.964
6063 new bare del NE Mexico (pesos/kg)	AAXXD04	45.000 / 30.500	05-Dec / -0.500
– ¢/lb conversion	AAXUD04	100.835 / 103.075	+1.021 / +1.043
CIF Brazil premium duty-unpaid ($/mt)	MMABP04	250.000	06-Dec
DDP SE Brazil premium, low ICMS ($/mt)	MMABS04	280.000	06-Dec
DDP SE Brazil premium, high ICMS ($/mt)	ABRAA04	160.000	-10.000
Alloy 226 delivered European works (Eur/mt)	AALVT00	2200.000 / 2280.000	+10.000 / +20.000
Alloy 231 DDP Germany (Eur/mt)	ABLVT04	2300.000 / 2380.000	+10.000 / +20.000
ADC12 FOB China ($/mt)	AAVSJ00	2410.000 / 2420.000	03-Dec / 03-Dec
ADC12 ex-works China (Yuan/mt)	AAVSI00	19900.000 / 20000.000	03-Dec / 03-Dec

Caustic Soda

	Symbol		Change/ date assessed
FOB NE Asia ($/mt)	AAVSE04	444.000 / 446.000	03-Dec / 03-Dec
CFR SE Asia ($/mt)	AAVSF04	519.000 / 521.000	03-Dec / 03-Dec
Domestic East China Ex-works ($/mt)	AAXDE00	979.000 / 981.000	-40.000 / -40.000
FOB NWE ($/mt)	AANTF00	498.000 / 502.000	-15.000 / -15.000
CFR Med ($/mt)	ACSMA04	550.00	-45.00
FOB US Gulf ($/mt)	AANTI00	485.000 / 495.000	03-Dec / 03-Dec
FOB US Plant ($/mt)	AANTH00	525.000 / 535.000	03-Dec / 03-Dec
US Contract ($/mt)	AANTJ00	785.000 / 795.000	03-Dec / 03-Dec

Copper

	Symbol		Change/ date assessed
MW No.1 Burnt Scrap Disc (¢/lb)	MMACJ10	26.000	+1.000
MW No.1 Bare Bright Disc (¢/lb)	MMACL10	14.000	+1.000
MW No.2 Scrap Disc (¢/lb)	MMACN10	40.000	+1.000
NY Dealer Premium cathodes range (¢/lb)	MMACP00	11.000 / 14.000	03-Dec / 03-Dec
NY Dealer Prem cathodes mean (¢/lb)	MMACP00	12.500	03-Dec
Clean Copper Concentrate ($/mt)	PCCCA04	2319.40	+18.80
Clean Copper Concentrate TC ($/mt)	PCCCB04	5.24	-1.36
Clean Copper Concentrate RC (¢/lb)	PCCCC04	0.52	-0.14
Clean Copper Concentrate Producer-Trader TC Differential ($/mt)	PCCCH04	-0.86	-0.15
Clean Copper Concentrate Producer-Trader RC Differential (¢/mt)	PCCCG04	-8.56	-1.46

Lead

	Symbol		Change/ date assessed
North American Premium (¢/lb)	MMXCD00	15.000	03-Dec
Used lead-acid batteries US Midwest (¢/lb)	MMLAA04	30.500 / 32.000	-0.500 / 03-Dec
Used lead-acid batteries US Northeast (¢/lb)	MMLAB04	32.000 / 34.000	03-Dec / 03-Dec

Nickel

	Symbol		Change/ date assessed
NY Dealer/Cathode ($/lb)	MMAAQ00	7.688 / 7.690	+0.040 / +0.040
NY Dealer/Melting ($/lb)	MMAAS00	7.688 / 7.690	+0.040 / +0.040
NY Dealer/Plating ($/lb)	MMAAU00	7.413 / 7.415	+0.055 / +0.055
NY Dealer/cathode Premium (¢/lb)	MMAZM04	53.500	-0.500
NY Dealer/Melting Premium (¢/lb)	MMAZI04	53.500	-0.500
NY Dealer/plating Premium (¢/lb)	MMAZK04	26.000	+1.000
Plating Grade Prem IW R'dam ($/mt)	MMAYO04	300.000 / 400.000	06-Dec / 06-Dec
Uncut Cathode IW R'dam ($/mt)	MMAYP04	100.000 / 250.000	06-Dec / 06-Dec
Briquette Premium IW R'dam ($/mt)	AALWJ00	250.000 / 350.000	06-Dec / 06-Dec

Zinc

	Symbol		Change/ date assessed
MW SHG Premium (¢/lb)	MMAYH00	17.500	05-Dec
MW Galv. Prem. (¢/lb)	MMAYI00	17.500	05-Dec
MW Alloy #3 Prem. (¢/lb)	MMAYJ00	40.500	05-Dec

Precious Metals

Iridium

	Symbol		Change/ date assessed
MW NY Dealer ($/tr oz)	MMAIJ00	4300.000 / 4400.000	05-Dec / -50.000

Palladium

	Symbol		Change/ date assessed
MW NY Dealer ($/tr oz)	MMABV00	960.000 / 1000.000	-10.000 / -46.000

Platinum

	Symbol		Change/ date assessed
MW NY Dealer ($/tr oz)	MMAHX00	935.000 / 965.000	+10.000 / -10.000

Rhodium

	Symbol		Change/ date assessed
MW NY Dealer ($/tr oz)	MMAID00	4475.000 / 4525.000	05-Dec / -50.000

Ruthenium

	Symbol		Change/ date assessed
MW NY Dealer ($/tr oz)	MMAIH00	400.000 / 440.000	-20.000 / -10.000

Light Metals

Magnesium

	Symbol		Change/ date assessed
MW Magnesium 93% Alloy DDP US (¢/lb)	MMAHR00	200.000 / 300.000	04-Dec / 04-Dec
MW Magnesium 99.8% DDP US (¢/lb)	MMAHQ00	300.000 / 350.000	04-Dec / 04-Dec
Europe Free Market ($/mt)	MMAIZ00	2505.000 / 2560.000	04-Dec / 04-Dec

Silicon

	Symbol		Change/ date assessed
553 Grade Delivered US Midwest (¢/lb)	MMAJM00	135.000 / 145.000	04-Dec / 04-Dec
553 Grade, In-warehouse EU (Eur/mt)	AAIUT00	2060.000 / 2120.000	04-Dec / 04-Dec

Titanium

	Symbol		Change/ date assessed
MW US 70% Ferrotitanium ($/lb)	MMAJX00	3.500 / 3.600	+0.300 / +0.100
Eur. 70% Ferrotitanium ($/kg)	MMAJW00	4.000 / 5.500	05-Dec / 05-Dec
MW US Turning 0.5% ($/lb)	MMAJZ00	2.000 / 2.500	05-Dec / 05-Dec
Eur. Turning .5% ($/lb)	MMAJY00	2.100 / 2.500	05-Dec / 05-Dec

Ferroalloys

Ferrochrome

	Symbol		Change/ date assessed
Charge Chrome 48-52% in-warehouse US (¢/lb)	MMAEX00	130.000 / 140.000	04-Dec / 04-Dec
65% High Carbon in-warehouse US (¢/lb)	MMAFA00	135.000 / 150.000	-5.000 / -5.000
Low Carbon 0.05% in-warehouse US (¢/lb)	MMAFC00	305.000 / 310.000	04-Dec / 04-Dec
Low Carbon 0.10% in-warehouse US (¢/lb)	MMAIM00	255.000 / 260.000	04-Dec / 04-Dec
Low Carbon 0.15% in-warehouse US (¢/lb)	MMANR00	230.000 / 240.000	04-Dec / 04-Dec
Charge Chrome 52% DDP NWE (¢/lb)	MMAIP00	105.000 / 125.000	04-Dec / 04-Dec
65% 6-8% High-Carbon DDP NWE (¢/lb)	MMAIQ00	110.000 / 155.000	04-Dec / 04-Dec
Low-Carbon 0.10% C, 65-70% Cr DDP NWE (¢/lb)	MMAIL00	230.000	04-Dec
Low-Carbon 0.10% C, 60-64.99% Cr DDP NWE (¢/lb)	FLCDA00	205.000	04-Dec
Charge Chrome 48-52% CIF China (¢/lb)	CCXIC04	82.000 / 84.000	-5.500 / -4.500
58-60% High Carbon CIF China (¢/lb)	SB01103	82.000 / 84.000	-5.500 / -4.500
60-65% Spot CIF Japan (¢/lb)	MMAEW00	94.000 / 95.000	-1.000 / -1.000

Ferromanganese

	Symbol		Change/ date assessed
High Carbon 76% in-warehouse US ($/gt)	MMAFH00	1220.000 / 1250.000	-5.000 / -75.000
High Carbon 76% DDP NWE (Eur/mt)	AFERA04	990.000 / 1050.000	+15.000 / 04-Dec
Medium Carbon 85% Mn in-warehouse US (¢/lb)	MMAFK00	117.000 / 120.000	04-Dec / 04-Dec

Ferromolybdenum

	Symbol		Change/ date assessed
MW US FeMo ($/lb)	MMAFQ00	23.700 / 23.900	-0.100 / 05-Dec
60% Ferromolybdenum FOB China ($/kg)	MMAFP00	52.300 / 52.800	-1.600 / -1.300
60% Ferromolybdenum CIF Japan ($/kg)	MMAFM00	49.800 / 50.300	-0.200 / -0.200

Ferrosilicon

	Symbol		Change/ date assessed
75% Si in-warehouse US (¢/lb)	MMAFT00	115.000 / 130.000	-10.000 / -5.000
75% Si CIF Japan ($/mt)	MMAJP00	1220.000 / 1240.000	-10.000 / -10.000
75% Si FOB China ($/mt)	MMAKB00	1200.000 / 1220.000	-10.000 / -10.000
75% Std DDP NWE (Eur/mt)	AAIUR00	1300.000 / 1400.000	-20.000 / +35.000

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Weekly prices (continued)

	Symbol		Change/ date assessed
Ferrovanadium			
Free Market V205 ($/lb)	MMAGD00	9.000 / 10.000	05-Dec / 05-Dec
US Ferrovanadium ($/lb)	MMAFY00	13.500 / 13.800	-0.100 / -0.300
Europe Ferrovanadium ($/kg)	MMAYY04	26.000 / 26.250	05-Dec / 05-Dec
Manganese			
Electrolytic 99.7% FOB China ($/mt)	MMAIX00	1670.000 / 1690.000	06-Dec / 06-Dec
44% Manganese Ore CIF Tianjin ($/dmtu)	AAWER00	4.200	06-Dec
36% Manganese Ore CIF Tianjin ($/dmtu)	AAXRX00	3.900	06-Dec
Iron Differential per 1% (\> 40% Mn Ore)	FAWER04	0.030	06-Dec
Silica Differential per 1% (\> 40% Mn Ore)	SAWER04	-0.020	06-Dec

	Symbol		Change/ date assessed
Silicomanganese			
65% Mn in-warehouse US (¢/lb)	MMAGR00	61.000 / 63.000	+1.000 / -2.000
65% Mn CIF Japan ($/mt)	MMAJG00	880.000 / 890.000	+10.000 / 04-Dec
65:16 DDP NWE (Eur/mt)	AAITQ00	990.000 / 1040.000	04-Dec / 04-Dec
Stainless Scrap			
NA FREE MKT 18-8 ($/lt)	AALDQ00	1190.000 / 1210.000	-20.000 / -22.000

Monthly prices

	Symbol		Change/ date assessed
Calcined Petroleum Coke			
FOB US Gulf Coast ($/mt)	MMXEV00	385.000 / 405.000	27-Nov / 27-Nov

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Monthly averages November 2024

	Symbol		Last month	% Change	Last year	% Change	2024 High	2024 Low
Major Metals								
Alumina								
PAX FOB Australia ($/mt)	MMWAU03	757.81	640.41	18.3	329.10	130.3	787.000	350.000
PAX FOB Brazil-Aus differential ($/mt)	MMWAD03	25.50	26.80	-4.9	21.00	21.4	45.000	16.000
PAX CIF China ($/mt)	MMALZ03	782.414	666.352	17.4	352.538	121.9	810.800	373.300
PAX China Ex-works ($/mt)	MMXWC03	777.297	635.204	22.4	418.755	85.6	806.930	449.340
DBF Aus-China Handysize ($/mt)	MMACH03	24.605	25.943	-5.2	23.443	5.0	29.750	20.550
Caustic Soda								
FOB NE Asia ($/mt)	AAVSE03	458.750	424.000	8.2	348.500	31.6	466.000	324.000
CFR SE Asia ($/mt)	AAVSF03	528.750	499.000	6.0	412.500	28.2	556.000	389.000
Aluminum								
MW US Transaction (¢/lb)	MMAAF02	138.622	137.009	1.2	118.744	16.7	142.143	114.065
MW US Transaction premium (¢/lb)	MMAKE03	21.450	19.148	12.0	18.852	13.8	22.050	17.450
US Aluminum all-in (basis CME) (¢/lb)	ALINA03	137.074	135.188	1.4	119.139	15.1	137.074	116.547
US Aluminum all-in (basis CME) ($/mt)	ALINB03	3021.959	2980.374	1.4	2626.561	15.1	3021.959	2569.417
US Low-Carbon Premium (US-LCAP) (¢/lb)	ALCRA03	0.000	0.000	NA	NA	NA	0.000	0.000
US Low-Carbon Premium (US-LCAP) ($/mt)	ALCRD03	0.000	0.000	NA	NA	NA	0.000	0.000
US-LCAP Transaction (All-in) (¢/lb)	ALCRB03	138.622	137.009	1.2	NA	NA	138.622	116.989
US-LCAP Transaction (All-in) ($/mt)	ALCRE03	3056.083	3020.529	1.2	NA	NA	3056.083	2579.167
US-LCAP All-in (Basis CME) (¢/lb)	ALCRC03	137.076	135.188	1.4	NA	NA	137.076	116.529
US-LCAP All-in (Basis CME) ($/mt)	ALCRF03	3021.998	2980.374	1.4	NA	NA	3021.998	2569.014
MW US Net-Cash premium (¢/lb)	MMACN03	20.548	18.393	11.7	17.952	14.5	20.548	17.090
US P1020 Import Duty (¢/lb)	MMOHU03	12.107	11.961	1.2	10.300	17.5	12.107	10.141
MW US Transaction premium (implied duty-unpaid) (¢/lb)	MMOFU03	9.343	7.187	30.0	8.552	9.2	9.343	7.176
MW US Transaction price (implied duty-unpaid) (¢/lb)	MMOGU03	126.515	125.048	1.2	108.444	16.7	126.515	106.849
MW US Market (¢/lb)	MMAAE03	138.940	136.848	1.5	119.011	16.7	0.00	0.00
CIF NOLA duty-unpaid prem (¢/lb)	MMNDU03	14.515	12.642	14.8	9.072	60.0	14.515	6.804
CIF NOLA-MW premium differential (¢/lb)	MMNOL03	6.935	6.506	6.6	9.780	-29.1	12.246	5.192
CIF NOLA duty-unpaid prem ($/mt)	MMODU03	320.000	278.696	14.8	200.000	60.0	320.000	150.000
Duty paid IW R'dam mid ($/mt)	AALVH03	349.11	339.35	2.9	209.55	66.6	362.50	240.00
Duty paid IW R'dam low ($/mt)	AALVH03	337.98	328.70	2.8	199.09	69.8	350.00	230.00
Duty paid IW R'dam high ($/mt)	AALVH03	360.24	350.00	2.9	220.00	63.7	375.00	250.00
Duty unpaid IW R'dam mid ($/mt)	AALVK00	299.05	294.89	1.4	145.34	105.8	305.00	165.00
Duty unpaid IW R'dam low ($/mt)	AALVK00	291.91	289.78	0.7	134.09	117.7	300.00	150.00
Duty unpaid IW R'dam high ($/mt)	AALVK00	306.19	300.00	2.1	156.59	95.5	310.00	180.00
Low-carbon 6060/6063 Billet DDP Germany ($/mt)	LCABG03	589.43	603.91	-2.4	377.16	56.3	630.00	370.00
Low-carbon 6060/6063 Billet DDP Italy ($/mt)	LCABI03	589.76	601.74	-2.0	376.82	56.5	625.00	360.00
Billet 6060/6063 DDP Germany ($/mt)	ABGEA03	579.43	601.30	-3.6	377.16	53.6	630.00	370.00
Billet 6060/6063 DDP Italy ($/mt)	ABITA03	579.76	599.13	-3.2	376.82	53.9	625.00	360.00
CIF Japan premium ($/mt)	AAMDP00	170.810	160.136	6.7	76.476	123.4	175.000	90.000
CIF Japan Fixed Price Equivalent ($/mt)	MMJAL03	2756.167	2757.114	0.0	2282.238	20.8	2757.114	2271.286
CIF Japan Quarter Fixed Price Equivalent ($/mt)	MMJAQ03	2760.357	2771.432	-0.4	2302.762	19.9	2771.432	2276.100
CIF Major Asian Port (MAP) P1020 Premium	AAFGG03	173.714	155.318	11.8	99.952	73.8	173.714	101.636
CIF Brazil premium ($/mt)	MMABP03	250.000	250.000	0.0	250.000	0.0	250.000	250.000
Brazil DDP SE Prem, low ICMS ($/mt)	MMABS03	284.000	283.750	0.1	265.000	7.2	295.000	250.000
Brazil DDP SE Prem, high ICMS ($/mt)	ABRAA03	178.000	183.750	-3.1	200.000	-11.0	200.000	165.000
Alloy 226 del Eur (Eur/mt)	AALVU00	2214.000	2153.750	2.8	2201.250	0.6	2470.000	2110.000
Alloy 231 DDP Germany (Eur/mt)	ABLVT03	2312.000	2238.750	3.3	2270.000	1.9	2513.750	2202.500
European Aluminum Scrap High Grade Auto Shreds (Eur/mt)	ANICC03	1686.670	1616.960	4.3	NA	NA	1873.500	1616.960
MW A-380 Alloy (¢/lb)	MMAAD02	134.429	135.139	-0.5	127.500	5.4	138.000	126.000
US MW Transaction-A380 Spread (¢/lb)	ALUMB03	4.123	1.889	118.3	-8.638	-147.7	4.123	-12.534
MW 319 (¢/lb)	MMAAC02	142.429	143.944	-1.1	143.938	-1.0	149.000	140.000
MW 356 (¢/lb)	MMAAB02	159.571	160.167	-0.4	146.875	8.6	163.000	145.000
MW US A356.2 Upcharge (¢/lb)	AUMIA03	23.105	26.913	-14.1	NA	NA	28.000	16.000
MW A356.2 (All-in) (¢/lb)	AUMIB03	161.831	163.922	-1.3	NA	NA	168.143	130.565
MW F132 (¢/lb)	MMAAA02	151.143	150.722	0.3	148.250	2.0	153.000	146.000
MW US A413 (¢/lb)	MMWUS03	165.429	166.667	-0.7	164.125	0.8	171.000	164.000
MW US B390 (¢/lb)	FAALB03	185.143	186.167	-0.6	188.313	-1.7	188.000	185.143
US Old Cast (¢/lb)	AAFFN00	81.500	79.222	2.9	71.875	13.4	87.000	72.000
US Old Sheet (¢/lb)	AAFBO00	85.643	86.500	-1.0	72.813	17.6	90.000	73.000
US Mill-grade MLCCs (¢/lb)	AAFBR00	100.143	100.500	-0.4	76.875	30.3	106.000	75.000
US MW Transaction-Mill MLCCs Spread (¢/lb)	ALUMC03	38.409	36.528	5.1	41.988	-8.5	44.679	31.805
US Smelter-grade MLCCs (¢/lb)	AAFBV00	83.000	85.778	-3.2	68.000	22.1	88.000	68.000

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Monthly averages (continued)

	Symbol		Last month	% Change	Last year	% Change	2024 High	2024 Low
US HG Auto Shreds (¢/lb)	AASSP03	89.000	89.000	0.0	85.063	4.6	98.000	86.000
US LG Auto Shreds (¢/lb)	AASSO03	82.429	82.000	0.5	74.500	10.6	88.000	74.000
US Turnings (¢/lb)	AAFCC00	79.357	77.444	2.5	62.375	27.2	86.000	65.000
US Clean Aluminum Wheels (¢/lb)	ACLEA03	106.579	106.457	0.1	NA	NA	115.000	101.000
US 6063 Billet Upcharge (¢/lb)	AAMDO00	9.500	9.900	-4.0	10.200	-6.9	11.500	7.500
US 6063 New Bare Extrusion Scrap discount (¢/lb)	AAMCZ00	17.500	15.700	11.5	18.800	-6.9	21.000	9.000
US 6063 New Bare Ext Scrap (¢/lb)	AAXVZ03	121.704	122.378	-0.6	99.747	22.0	130.143	93.558
US 6022 New Bare Scrap discount (¢/lb)	AAXVM03	18.500	20.500	-9.8	29.900	-38.1	30.000	17.000
US 6022 New Bare Scrap (¢/lb)	AAXVX03	120.122	116.074	3.5	88.744	35.4	124.916	84.558
US 5052 New Bare Scrap discount (¢/lb)	ABSDB03	15.500	14.700	5.4	16.200	-4.3	20.000	10.000
US 5052 New Bare Scrap (¢/lb)	ABSDA03	122.979	122.335	0.5	102.176	20.4	129.143	96.558
US Painted Siding (¢/lb)	AASNW03	103.750	102.400	1.3	78.400	32.3	106.000	76.000
US UBCs (¢/lb)	AAMDC00	105.125	101.200	3.9	70.200	49.8	108.000	73.000
US MW Transaction-UBCs Spread (¢/lb)	ALUMA03	33.393	35.706	-6.5	48.264	-30.8	43.185	32.415
Old cast, del NE Mexico (¢/lb)	AAXUA03	89.591	91.917	-2.5	94.794	-5.5	97.487	87.758
Old sheet, del NE Mexico (¢/lb)	AAXUB03	83.446	83.400	0.1	73.463	13.6	86.404	75.853
UBCs, del NE Mexico (¢/lb)	AAXUC03	91.815	90.753	1.2	61.995	48.1	92.931	64.135
6063 scrap del NE Mexico (¢/lb)	AAXUD03	100.471	100.390	0.1	97.671	2.9	103.993	94.303
Old cast, del NE Mexico (pesos/kg)	AAXXA03	40.125	40.000	0.3	36.400	10.2	40.625	34.500
Old sheet, del NE Mexico (pesos/kg)	AAXXB03	37.375	36.300	3.0	28.200	32.5	37.875	28.625
UBCs, del NE Mexico (pesos/kg)	AAXXC03	41.125	39.500	4.1	23.800	72.8	41.625	24.200
6063 scrap del NE Mexico (pesos/kg)	AAXXD03	45.000	43.700	3.0	37.500	20.0	45.500	35.000
Low Emissions Aluminum								
LC price paid IW R'dam mid ($/mt)	LALVE03	369.107	359.348	2.7	235.000	57.1	369.107	280.286
LC price paid IW R'dam low ($/mt)	LALVE03	357.976	348.696	2.7	224.545	59.4	357.976	270.333
LC price paid IW R'dam high ($/mt)	LALVE03	380.238	370.000	2.8	245.455	54.9	380.238	290.238
LC price unpaid IW R'dam mid ($/mt)	LALVI03	322.381	314.891	2.4	170.795	88.8	322.381	210.357
LC price unpaid IW R'dam low ($/mt)	LALVI03	315.238	309.783	1.8	159.545	97.6	315.238	203.571
LC price unpaid IW R'dam high ($/mt)	LALVI03	329.524	320.000	3.0	182.045	81.0	329.524	217.143
ZC price paid IW R'dam mid ($/mt)	ZALVE03	434.536	428.383	1.4	237.611	82.9	434.536	326.286
ZC price paid IW R'dam low ($/mt)	ZALVE03	423.405	417.730	1.4	227.156	86.4	423.405	316.333
ZC price paid IW R'dam high ($/mt)	ZALVE03	445.667	439.035	1.5	248.065	79.7	445.667	336.238
ZC price unpaid IW R'dam mid ($/mt)	ZALVI03	387.810	383.926	1.0	173.406	123.6	387.810	256.357
ZC price unpaid IW R'dam low ($/mt)	ZALVI03	380.667	378.817	0.5	162.156	134.8	380.667	249.318
ZC price unpaid IW R'dam mid ($/mt)	ZALVI03	394.952	389.035	1.5	184.656	113.9	394.952	263.143
LCAP paid IW R'dam ($/mt)	LCARA03	20.000	20.000	0.0	NA	NA		
LCAP unpaid IW R'dam ($/mt)	LCARB03	23.333	20.000	16.7	NA	NA		
ZCAP paid IW R'dam ($/mt)	LCARC03	85.429	89.035	-4.1	NA	NA		
ZCAP unpaid IW R'dam ($/mt)	LCARD03	88.762	89.035	-0.3	NA	NA		
Copper								
COMEX HG 1ST Pos (¢/lb)	CMAAD02	417.455	438.463	-4.8	371.836	12.3	511.900	368.600
COMEX HG 2ND Pos (¢/lb)	CMAAE02	420.625	442.443	-4.9	373.779	12.5	510.600	369.250
COMEX HG 3RD Pos (¢/lb)	CMAAF10	433.215	454.796	-4.7	385.248	12.5	500.150	377.950
MW No.1 Burnt Scrap (¢/lb)	MMACJ02	26.000	25.600	1.6	16.750	55.2	29.000	13.000
MW No.1 Bare Bright (¢/lb)	MMACL02	13.500	14.200	-4.9	9.000	50.0	17.000	8.000
MW No.2 Scrap (¢/lb)	MMACN02	42.000	44.200	-5.0	29.750	41.2	46.000	28.000
NY Dlr Prem Cath (¢/lb)	MMACP03	11.000	11.000	0.0	7.375	49.2	14.000	7.500
US Transaction (¢/lb)	MMCUT03	430.450	450.963	-4.5	379.836	13.3	522.400	377.100
Clean Copper Concentrate ($/mt)	PCCCA03	2351.333	2465.818	-4.6	1979.762	18.8		
Clean Copper Concentrate TC ($/mt)	PCCCB03	8.414	8.023	4.9	77.729	-89.2		
Clean Copper Concentrate RC (¢/lb)	PCCCC03	0.841	0.802	4.9	7.773	-89.2		
Lead								
North American Market (¢/lb)	AADDN00	104.980	106.784	-1.7	112.613	-6.8	119.418	100.909
Used lead-acid batteries USMW (¢/lb)	MMLAB04	31.375	31.200	0.6	21.625	45.1	33.000	19.000
Used lead-acid batteries USNE (¢/lb)	MMLAB03	33.000	32.100	2.8	24.000	37.5	34.000	21.000
Tin								
MW NY Dealer (¢/lb)	MMAAW02	1416.857	1508.222	-6.1	1153.625	22.8	1667.000	1159.000
Zinc								
MW NA SHG (¢/lb)	MMABD02	153.441	158.203	-3.0	140.520	9.2	163.851	122.669
MW NA GAL (¢/lb)	MMABI02	153.441	158.203	-3.0	140.520	9.2	163.851	122.669
MW Alloyer NO. 3 (¢/lb)	MMABH02	176.202	181.355	-2.8	164.338	7.2	186.851	149.169

Precious Metals

Gold								
COMEX 1ST Pos ($/tr oz)	CMAAG02	2649.815	2688.904	-1.5	1985.371	33.5	2788.5	1990.3
COMEX 2ND Pos ($/tr oz)	CMAAH02	2761.905	2806.522	-1.6	2086.067	32.4	2905.8	2093.4

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Monthly averages (continued)

	Symbol		Last month	% Change	Last year	% Change	2024 High	2024 Low
Engelhard Unfab ($/tr oz)	MMABN02	2656.789	2679.261	-0.8	1985.150	33.8	2785.0	1991.0
Handy& Harman ($/tr oz)	MMABK02	2651.129	2690.078	-1.4	1984.115	33.6	2777.8	1985.1
London Final ($/tr oz)	MMABL02	2650.683	2690.078	-1.5	1985.273	33.5	2777.8	1985.1
London Initial ($/tr oz)	MMABM02	2656.086	2690.050	-1.3	1983.745	33.9	2784.0	1990.8
Iridium								
NY Dealer mean ($/tr oz)	MMAIJ03	4506.250	4555.000	-1.1	4890.000	-7.8	5000.0	4300.0
Palladium								
JM Base NA ($/tr oz)	LMABS02	1015.381	1078.739	-5.9	1061.182	-4.3	1252.0	859.0
Engelhard Unfab ($/tr oz)	MMABW02	1022.158	1079.913	-5.3	1063.150	-3.9	1249.0	865.0
NYMEX EX NEARBY ($/tr oz)	XMAAA02	1006.275	1074.717	-6.4	1058.838	-5.0	1228.3	826.1
NY Dealer mean ($/tr oz)	MMABV03	1015.500	1077.000	-5.7	1062.700	-4.4	1175.0	880.0
NY Dealer low ($/tr oz)	MMABV03	964.500	1026.200	-6.0	1018.600	-5.3	1105.0	830.0
NY Dealer high ($/tr oz)	MMABV03	1066.500	1127.800	-5.4	1106.800	-3.6	1245.0	930.0
Platinum								
JM Base NA ($/tr oz)	LMABW02	968.095	1005.826	-3.8	913.909	5.9	1074.0	879.0
Engelhard Unfab ($/tr oz)	MMAHH02	970.263	1003.913	-3.4	911.100	6.5	1069.0	875.0
NYMEX EX NEARBY ($/tr oz)	XMAAB02	967.280	1009.622	-4.2	912.157	6.0	1090.0	878.2
NY Dealer mean ($/tr oz)	MMAHX03	964.875	1001.600	-3.7	908.900	6.2	1095.0	868.0
NY Dealer low ($/tr oz)	MMAHX03	938.750	974.600	-3.7	880.800	6.6	1020.0	868.0
NY Dealer high ($/tr oz)	MMAHX03	991.000	1028.600	-3.7	937.000	5.8	1095.0	905.0
Rhodium								
NY Dealer mean ($/tr oz)	MMAID03	4575.000	4688.500	-2.4	4225.000	8.3	4750.0	4250.0
NY Dealer low ($/tr oz)	MMAID03	4537.500	4650.000	-2.4	4020.000	12.9	4700.0	4175.0
NY Dealer high ($/tr oz)	MMAID03	4612.500	4727.000	-2.4	4430.000	4.1	4800.0	4325.0
JM Base N. AMERI ($/tr oz)	LMACA02	4633.333	4739.130	-2.2	4376.136	5.9	4825.0	4325.0
Engelhard Unfab ($/tr oz)	MMAHY02	4640.789	4738.043	-2.1	4401.250	5.4	4825.0	4500.0
Ruthenium								
NY Dealer mean ($/tr oz)	MMAIH03	440.625	456.000	-3.4	384.500	14.6	500.0	320.0
Silver								
COMEX 1ST Pos (¢/tr oz)	CMAAJ02	3108.295	3241.891	-4.1	2352.100	32.1	3483.1	2209.6
COMEX 2ND Pos (¢/tr oz)	CMAAK02	3132.025	3265.235	-4.1	2370.338	32.1	3504.1	2226.6
COMEX 3RD Pos (¢/tr oz)	CMAAL02	3243.355	3385.635	-4.2	2465.000	31.6	3636.8	2324.9
Handy& Harman (¢/tr oz)	MMACD02	3109.395	3241.561	-4.1	2348.780	32.4	3456.5	2211.9
Engelhard Unfab (¢/tr oz)	MMACH02	3129.316	3259.565	-4.0	2361.250	32.5	3460.0	2200.0
London Fix, Pence (pence/tr oz)	MMACE02	2442.762	2482.913	-1.6	1883.909	29.7	2659.000	1746.000
London Fix, US (¢/tr oz)	MMACF02	3113.452	3241.413	-3.9	2338.977	33.1	3451.0	2208.5
London Silver Price ($/tr oz)	MMAXD02	31.135	32.414	-3.9	23.390	33.1	34.5	22.1
Light Metals								
Magnesium								
MW Magnesium 93% Alloy DDP US (¢/lb)	MMAHR03	250.000	250.000	0.0	355.000	-29.6	325.000	200.000
MW Magnesium 99.8% DDP US (¢/lb)	MMAHQ03	325.000	325.000	0.0	427.000	-23.9	425.000	300.000
Silicon								
553 Grade Del US Midwest (¢/lb)	MMAJM03	147.000	160.800	-8.6	142.100	3.4	210.000	135.000
Titanium								
MW US 70% Ferro ($/lb)	MMAJX03	3.350	3.350	0.0	3.500	-4.3	4.000	3.000
MW US Turning 0.5% ($/lb)	MMAJZ03	2.250	2.250	0.0	2.250	0.0	2.500	2.000
Battery Metals								
Lithium Carbonate CIF North Asia ($/mt)	BATLC03	10376	10195	1.8	21024	-51.5	15000	10000
Recycled Lithium Carbonate CIF North Asia ($/mt)	BATNA03	9448	9695	-2.5	NA	NA	12000	9000
Lithium Hydroxide CIF North Asia ($/mt)	BATLH03	8829	9818	-10.1	21162	-58.3	15200	8300
Lithium Carbonate CIF North Asia Import Parity (Yuan/mt)	BATCP03	84314	81800	3.1	170228	-50.5	120702	80420
Lithium Carbonate DDP China (Yuan/mt)	BATCA03	77600	73755	5.2	139190	-44.2	114000	70500
Recycled Lithium Carbonate DDP China (Yuan/mt)	BATCN03	76457	72623	5.3	NA	NA	90000	69500
Lithium Hydroxide DDP China (Yuan/mt)	BATHY03	68690	68795	-0.2	133333	-48.5	107000	65800
Lithium Carbonate CIF Europe ($/mt)	LCCIF03	10448	10183	2.6	21377	-51.1	15800	10000
Lithium Hydroxide CIF Europe ($/mt)	LHCIF03	9164	9943	-7.8	21807	-58.0	15900	8500
Lithium Carbonate DDP US ($/mt)	ALTHA03	11611	12074	-4	NA	NA	15500	11611
Lithium Hydroxide DDP US ($/mt)	ALTHB03	11711	12170	-3.8	NA	NA	12170	11711
Lithium Triangle - LiT FOB ($/mt)	BATLA03	9953	9843	1	NA	NA	9953	9843
Lithium Spodumene 6% FOB Australia ($/mt)	BATSP05	798	745	7	NA	NA	1162	739
Lithium Spodumene 0.1% differential to Spodumene 6% FOB Australia ($/mt)	BATSS03	13.31	12.41	7.25	NA	NA	19.37	12.31

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Monthly averages (continued)

	Symbol		Last month	% Change	Last year	% Change	2024 High	2024 Low
Cobalt Sulfate CIF North Asia ($/mt)	BATCO03	4387	4786	-8.3	6560	-33.1	5900	4280
Cobalt Hydroxide CIF China ($/mt)	BATCT03	13080.75	13267.80	-1.41	16944.08	-22.80	15873.26	12786.80
Cobalt Hydroxide CIF China ($/lb)	BATCH03	5.93	6.02	-1.50	7.69	-22.89	7.20	5.80
Cobalt Sulfate DDP China (Yuan/mt)	BATCS03	26324	26986	-2.5	35024	-24.8	33200	25800
Cobalt Metal 99.8% Mixed-Use Basket A IW Rotterdam ($/lb)	ECMCG03	9.895	9.911	-0.161	NA	NA	10.064	9.895
Cobalt Metal 99.8% Mixed-Use Basket B IW Rotterdam ($/lb)	MMAIK03	10.933	11.104	-1.540	16.494	-33.715	17.500	10.250
Cobalt Metal 99.8% Alloy Use IW Rotterdam ($/lb)	ECMAG03	13.881	13.652	1.677	NA	NA	14.381	13.652
99.8% US Spot cath mean ($/lb)	MMAEO03	15.680	15.904	-1.4	18.835	-16.8	19.150	14.750
Nickel Sulfate DDP China (Yuan/mt)	BATNS03	25938	27007	-4	29286	-11	33000.000	24500.000
Nickel Sulfate DDP China ($/mt)	BATNU03	3616	3813	-5	4094	-12	4642.000	3446.000
Nickel Sulfate premium CIF Northeast Asia ($/mt)	BATNB03	1686	1460	15.5	NA	NA	1800	1200
Nickel Sulfate calculated price CIF Northeast Asia ($/mt)	BATNC03	3886	4086	-4.9	NA	NA	4275	3760
Europe Nickel Sulfate premium IW Rotterdam ($/mt)	ANICA03	2350	2350	0	NA	NA	2650	2243
Europe Nickel Sulfate calculated price IW Rotterdam ($/mt)	ANICB03	4033	4270	-6	NA	NA	4926	4033
Nickel Sulfate premium CIF US ($/mt)	ANIPB03	2800	2724	2.8	NA	NA	2800	2650
Nickel Sulfate calculated price CIF US ($/mt)	ANIPC03	4133	4354	-5.1	NA	NA	4597	4034
MHP CIF North Asia basis Nickel Sulfate ($/mt)	BATME03	13135	13967	-6	14397	-9	17278	11488
MHP CIF North Asia basis Nickel Sulfate (Yuan/mt)	BATMA03	94215	98922	-5	102997	-9	122825	81667
MHP CIF North Asia payable basis Nickel Sulfate (%)	BATMB03	81	82	-1	79	3	83	75
MHP CIF North Asia basis LME Nickel ($/mt)	BATMC03	13512	13019	4	14060	-4	15418	11631
MHP CIF North Asia payable basis LME Nickel (%)	BATMD03	80	81	-1	77	4	83	71
Manganese Sulfate DDP China (Yuan/mt)	BATMS03	6153	6157	0	5095	21	6450.000	4100.000
Manganese Sulfate DDP China ($/mt)	BATMT03	858	869	-1	712	21	905.000	576.000
LFP Black Mass DDP China percent Lithium (Yuan/mt)	LBMCA03	2733	2732	0	5526	-51	4800	2550
Ni-Co Black Mass DDP China Lithium payables (%)	NBMCA03	73	72	1	71	3	78	59
Ni-Co Black Mass DDP China Cobalt payables (%)	NBMCB03	73	72	1	71	3	78	59
Ni-Co Black Mass DDP China Nickel payables (%)	NBMCC03	73	73	0	71	3	78	59
Ni-Co Black Mass DDP China calculated price (Yuan/mt)	NBMCD03	23915	23782	1	51261	-53	51893	22644
Ni-Co Black Mass EXW Europe Lithium payables (%)	NBMEA03	0.00	0.00	NA	0.00	NA	0.00	0.00
Ni-Co Black Mass EXW Europe Cobalt payables (%)	NBMEB03	62.19	58.59	6.14	70.00	-11.16	63.00	50.00
Ni-Co Black Mass EXW Europe Nickel payables (%)	NBMEC03	62.19	58.59	6.14	70.00	-11.16	63.00	50.00
Ni-Co Black Mass EXW Europe calculated price ($/mt)	NBMED03	1853	1820	2	4922	-62	3646	1711
Ni-Co Black Mass DDP US Lithium payables (%)	NBNEC00	0.00	1.52	-100.00	1.50	-100.00	10.00	0.00
Ni-Co Black Mass DDP US Cobalt payables (%)	NBNEB00	66.58	66.00	0.88	60.00	10.97	70.00	51.00
Ni-Co Black Mass DDP US Nickel payables (%)	NBNEA00	66.58	66.00	0.88	60.00	10.97	70.00	51.00
Ni-Co Black Mass DDP US calculated price ($/mt)	NBNED00	2198	2292	-4	2315	-5	2615	2057
Natural Flake Graphite 94-95% C, FOB China ($/mt)	BATAA03	378	362	4	NA	NA	421	362
Natural Flake Graphite 94-95% C, CIF Northeast Asia ($/mt)	BATBA03	408	392	4	NA	NA	469	392
Spherical Graphite 99.95% C, FOB China ($/mt)	BATAB03	1729	1719	1	NA	NA	1893	1719
Spherical Graphite 99.95% C, CIF Northeast Asia ($/mt)	BATBB03	1759	1749	1	NA	NA	1940	1749
Uncalcined Needle Coke DDP China (Yuan/mt)	BATCC03	4945	5110	-3.2	NA	NA	5500	4900
Uncalcined Needle Coke DDP China (Import Parity) ($/mt)	BATIP03	584	612	-4.6	NA	NA	657	577

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Monthly averages (continued)

	Symbol		Last month	% Change	Last year	% Change	2024 High	2024 Low
Ferroalloys								
Ferrochrome								
65% High Carbon IW US mean (¢/lb)	MMAFA03	147.500	154.500	-4.5	195.000	-24.4	202.500	
65% High Carbon IW US low (¢/lb)	MMAFA03	140.000	149.000	-6.0	190.000	-26.3	200.000	
65% High Carbon IW US high (¢/lb)	MMAFA03	155.000	160.000	-3.1	200.000	-22.5	205.000	
Low Carbon .10% IW US mean (¢/lb)	MMAIM03	257.500	260.500	-1.2	337.500	-23.7	307.500	
Low Carbon .10% IW US low (¢/lb)	MMAIM03	255.000	257.000	-1.2	335.000	-23.7	305.000	
Low Carbon .10% IW US high (¢/lb)	MMAIM03	260.000	264.000	-1.2	340.000	-23.5	310.000	
Low Carbon .05% IW US mean (¢/lb)	MMAFC03	307.500	307.500	0.0	436.000	-29.5	390.000	
Low Carbon .05% IW US low (¢/lb)	MMAFC03	305.000	305.000	0.0	431.000	-29.2	385.000	
Low Carbon .05% IW US high (¢/lb)	MMAFC03	310.000	310.000	0.0	441.000	-29.7	395.000	
60-65% High Carbon CIF Japan (¢/lb)	MMAEW03	96.000	99.500	-3.5	103.800	-7.5	113.500	
Ferromanganese								
Med Carbon 85% Mn IW US mean (¢/lb)	MMAFK03	118.500	118.500	0.0	111.000	6.8	118.500	
Med Carbon 85% Mn IW US low (¢/lb)	MMAFK03	117.000	117.000	0.0	110.000	6.4	117.000	
Med Carbon 85% Mn IW US high (¢/lb)	MMAFK03	120.000	120.000	0.0	112.000	7.1	120.000	
High Carbon 76% IW US mean ($/gt)	MMAFH03	1365.000	1538.000	-11.2	1175.000	16.2	1575.000	
High Carbon 76% IW US low ($/gt)	MMAFH03	1311.250	1506.000	-12.9	1150.000	14.0	1550.000	
High Carbon 76% IW US high ($/gt)	MMAFH03	1418.750	1570.000	-9.6	1200.000	18.2	1600.000	
Ferromolybdenum								
US FeMo mean ($/lb)	MMAFQ03	23.863	23.765	0.4	20.935	14.0	25.400	22.300
Europe 65% mean ($/lb)	MMAFO03	51.185	51.153	0.1	43.767	16.9	57.100	45.150
Stainless scrap								
NA FREE MKT 18-8 ($/lt)	AALDS00	1221.000	1265.800	-3.5	1061.760	15.0	1971.000	672.000
EU CIF Rotterdam 18-8 (Eur/mt)	CASSR03	1225.238	NA	NA	NA	NA	1225.238	1225.238
EU CIF Rotterdam 18-8 ($/mt)	CASSS03	1300.950	NA	NA	NA	NA	1300.950	1300.950
Ferrosilicon								
75% Si IW US mean (¢/lb)	MMAFT03	130.000	131.500	-1.1	100.600	29.2	145.000	
75% Si IW US low (¢/lb)	MMAFT03	125.000	128.000	-2.3	95.000	31.6	140.000	
75% Si IW US high (¢/lb)	MMAFT03	135.000	135.000	0.0	106.200	27.1	150.000	
75% CIF Japan ($/mt)	MMAJP03	1252.500	1312.500	-4.57	1290.000	-2.91		
75% FOB China ($/mt)	MMAKB03	1233.750	1295.000	-4.73	1275.000	-3.24		
Ferrovanadium								
US Ferrovanadium ($/lb)	MMAFY03	14.031	13.200	6.3	14.020	0.1	14.300	12.350
Manganese								
44% Mn Ore CIF Tianjin ($/dmtu)	AAWER03	4.070	4.125	-1.3	4.175	-2.5	8.433	4.070
36% Mn Ore CIF Tianjin	AAXRX03	3.820	3.700	3.2	3.588	6.5	6.175	3.700
Iron Differential per 1% (\> 40% Mn Ore)	FAWER03	0.042	0.043	-2.3	0.125	-66.4	0.092	0.020
Silica Differential per 1% (\> 40% Mn Ore)	SAWER03	-0.020	-0.033	-39.4	-0.025	-20.0	-0.020	-0.088
Molybdenum								
Dealer Oxide Midpoint/mean ($/lb)	MMAYQ03	21.784	21.938	-0.7	17.410	25.1	24.125	
Dealer Oxide low ($/lb)	MMAYQ03	21.693	21.864	-0.8	17.191	26.2	23.900	
Dealer Oxide high ($/lb)	MMAYQ03	21.875	22.013	-0.6	17.630	24.1	24.350	
Nickel								
NY Dealer Cathode mean ($/lb)	MMAAQ03	7.680	8.091	-5.1	8.421	-8.8	9.506	7.495
NY Dealer Cathode low ($/lb)	MMAAQ03	7.679	8.089	-5.1	8.418	-8.8	9.500	7.494
NY Dealer Cathode high ($/lb)	MMAAQ03	7.681	8.093	-5.1	8.423	-8.8	9.511	7.496
NY Dealer Melt mean ($/lb)	MMAAS03	7.680	8.091	-5.1	8.401	-8.6	9.506	7.495
NY Dealer Melt low ($/lb)	MMAAS03	7.679	8.089	-5.1	8.398	-8.6	9.500	7.494
NY Dealer Melt high ($/lb)	MMAAS03	7.681	8.093	-5.1	8.403	-8.6	9.511	7.496
Silicomanganese								
65% Mn IW US mean (¢/lb)	MMAGR03	66.625	69.200	-3.7	56.250	18.4	70.000	
65% Mn IW US low (¢/lb)	MMAGR03	65.000	68.600	-5.2	55.700	16.7	69.000	
65% Mn IW US high (¢/lb)	MMAGR03	68.250	69.800	-2.2	56.800	20.2	71.000	
65% CIF Japan ($/mt)	MMAJG03	880.000	918.750	-4.22	863.000	1.97		
Platts Exchange Rates								
USD.GBP London close	GBPUS03	1.274400	1.304530	-2.3	1.242841	2.5	1.341200	1.233500
USD.AUD Singapore close	AUDUS03	0.653295	0.671841	-2.8	0.649743	0.5	0.692400	0.641800
USD.JPY Singapore close	JPYUS03	0.006519	0.006691	-2.6	0.006671	-2.3	0.007200	0.006200
USD.EUR London close	EURUS03	1.062014	1.089652	-2.5	1.081491	-1.8	1.119200	1.039500

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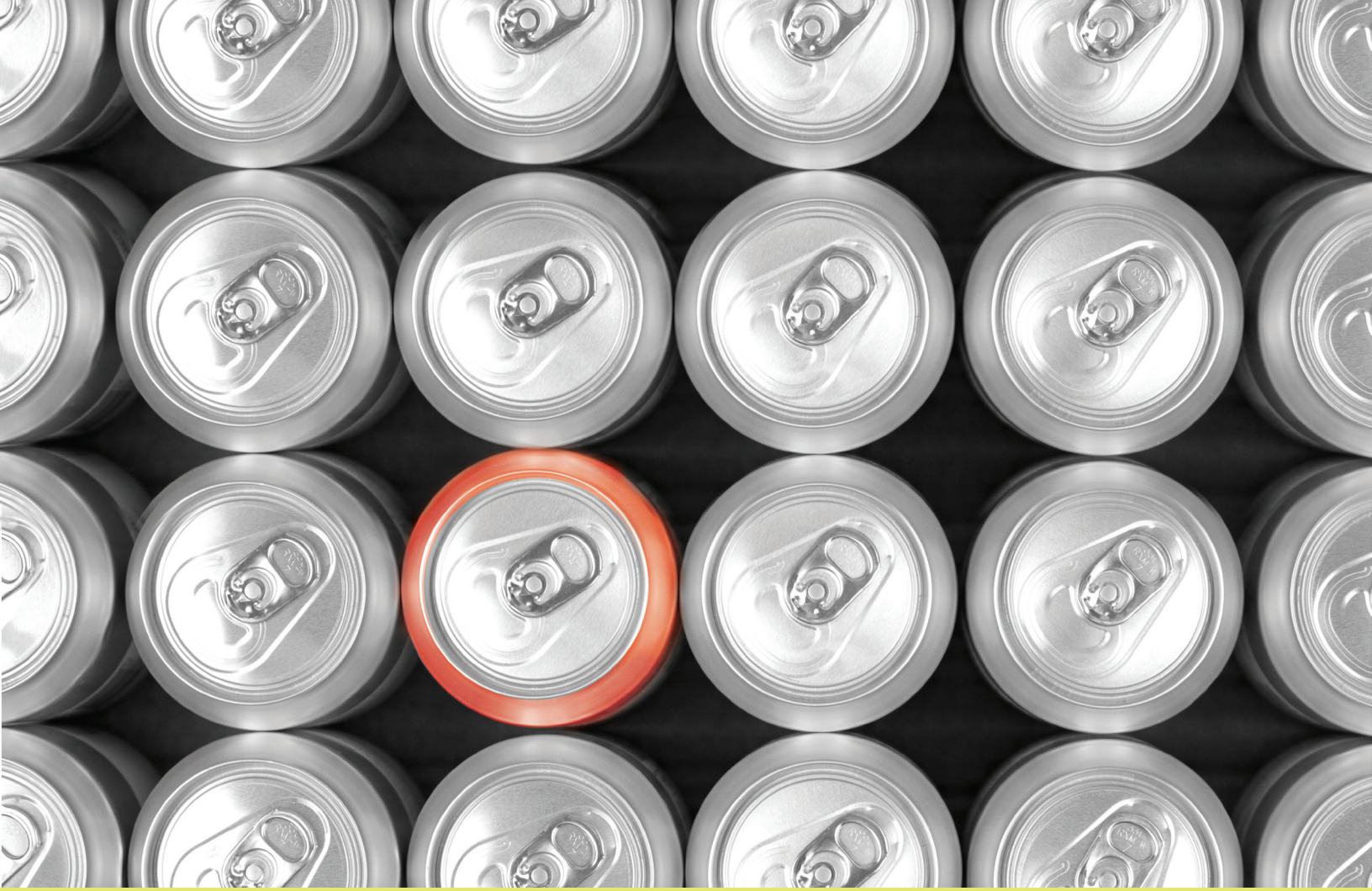

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HISTORICAL MIDWEST AVERAGE

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2010	1.070	0.989	1.062	1.114	0.991	0.941	0.967	1.025	1.045	1.128	1.121	1.128
2011	1.169	1.201	1.223	1.284	1.263	1.244	1.223	1.166	1.122	1.067	1.020	0.992
2012	1.047	1.080	1.077	1.021	1.005	0.956	0.956	0.942	1.042	1.006	0.992	1.005
2013	1.035	1.045	0.982	0.957	0.945	0.941	0.920	0.934	0.899	0.920	0.896	0.902
2014	0.971	0.968	0.958	1.004	0.980	1.025	1.080	1.124	1.117	1.105	1.167	1.106
2015	1.061	1.060	1.004	0.991	0.930	0.848	0.827	0.777	0.795	0.764	0.748	0.767
2016	0.762	0.787	0.774	0.790	0.785	0.798	0.809	0.806	0.783	0.824	0.865	0.867
2017	0.903	0.942	0.962	0.9973	0.961	0.938	0.938	0.997	1.039	1.061	1.048	1.034
2018	1.112	1.127	1.130	1.233	1.258	1.233	1.157	1.135	1.124	1.121	1.073	1.067
2019	1.028	1.037	1.041	1.028	0.996	0.983	0.991	0.965	0.972	0.957	0.960	0.948
2020	0.944	0.901	0.862	0.759	0.743	0.795	0.845	0.931	0.933	0.939	1.006	1.057
2021	1.059	1.099	1.183	1.289	1.369	1.382	1.437	1.529	1.635	1.687	1.474	1.497
2022	1.688	1.841	1.997	1.875	1.653	1.488	1.376	1.367	1.253	1.223	1.257	1.290
2023	1.402	1.390	1.312	1.314	1.278	1.233	1.202	1.18	1.186	1.187	1.187	1.174
2024	1.184	1.17	1.188	1.322	1.361	1.331	1.26	1.246	1.297	1.37	1.386	1.376
2025	1.408	1.565	1.596	1.468	1.485	1.717	1.86	1.89	1.944			

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.39. **11/18/2025**

Advertise Bids for Waste Management - Port-A-Cans

Approval to advertise bids for “Waste Management - Port-A-Cans” for Brazoria County.

In addition, expenditures will utilize funds from the departments’ approved fiscal year budgets.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.40. **11/18/2025**

Treasurer’s Monthly Cash and Investment Report for Toll Road Funds for September 2025

Approve the Treasurer’s Monthly Cash and Investment Report for Toll Road Funds for September 2025. It is further requested a certified copy of this court order be returned to the County Treasurer. This report will be published on the County website.

ANGELA DEES, CIO
BRAZORIA COUNTY TREASURER
111 E. Locust, Room 305 Angleton, Texas 77515-4654
979-864-1353 FAX 979-864-1680

Attached is the Monthly Treasurer's Report submitted by Angela Dees, Brazoria County Treasurer for funds of the **Brazoria County Toll Road Authority**, Brazoria County as Agent, for the month of **September 2025** and reflects total cash and other assets in the custody of the County Treasurer at month end to be:

$76,695,149.60

The report contains:

Bank Account Activity and Interest Report
Pledged Securities Management Report
Investment Portfolio Report
Investment Interest Earned Report
U.S. Bank, Trustee Investment Market Value Summary Report
Texas Class Investment Pool Report
TexPool Investment Pool Report

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORTS ARE TRUE AND CORRECT."

Angela Dees, CIO
Brazoria County Treasurer

Brazoria County Toll Road Authority Bank Account Activity and Interest Report for September 2025

Account	Beginning Bank Balance 9/1/25	Deposits and Other Credits Received	Checks and Other Debits Disbursed	Ending Bank Balance 9/30/25	Monthly Interest Earned	Interest Rate
FIRST NATIONAL BANK OF LAKE JACKSON						
Brazoria County Toll Road Authority O&M	25,984,707.53	4,426,243.46	(646,073.23)	29,764,877.76	8455.62	2.79
Brazoria County Toll Road Authority Construction	12,499,924.18	4,280,232.13	(4,350,376.35)	12,429,779.96	4152.84	2.79
Brazoria County Toll Road Authority FM 518	56,251.71	121.07	0.00	56,372.78	121.07	2.79
Brazoria County Toll Road Authority Debt	4,425,119.36	369,091.78	(281,072.92)	4,513,138.22	391.78	2.79
First National Bank of Lake Jackson Totals	**30,323,838.59**	**9,075,688.44**	**(5,277,522.50)**	**34,122,004.53**	**13,121.31**	

Total balance of all accounts at First National Bank of Lake Jackson as of last day of month **34,122,004.53**

I certify that to the best of my knowledge the above is the true and correct cash balance remaining in the Treasurer's custody.

Angela Dees, CIO
Brazoria County Treasurer

ANGELA DEES, CIO
BRAZORIA COUNTY TREASURER
111 E. Locust, Room 305 Angleton, Texas 77515-4654
979-864-1353 FAX 979-864-1680

Attached is a copy of the management reports for the securities that were pledged to **Brazoria County Toll Road Authority,** Brazoria County as Agent, by First National Bank of Lake Jackson for the month of **September 2025**.

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORT IS TRUE AND CORRECT."

Angela Dees, CIO
Brazoria County Treasurer

Safekeeping

Code / Location	Cusip / Trans#	Description / Maturity / FAS 115	Prerefund	Pool / Coupon	Moody / StdPoor	Original Face / Pledged Percent	Pledged Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
FHLB	3137BPGS2	FHR 4585 QD				$2,500,000.00	$2,500,000.00	$211,164.93	$214,019.21	$190,791.82
	437156201606240	4/15/2046		3.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137BSTN3	FHR 4629 QG				$2,500,000.00	$2,500,000.00	$248,736.25	$248,396.12	$219,143.75
	451324201611301	11/15/2046		2.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137BWU77	FHR 4663 PK				$2,000,000.00	$2,000,000.00	$202,591.34	$200,462.94	$171,424.16
	466698201706230	3/15/2047		2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136AWBB2	FNR 2017-25 QD				$2,000,000.00	$2,000,000.00	$260,608.78	$259,267.24	$223,654.95
	461678201704171	4/25/2047		2.250		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137BXZG0	FHR 4682 LC				$2,000,000.00	$2,000,000.00	$217,001.76	$216,571.44	$190,356.20
	464936201705301	5/15/2047		2.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136B0LE4	FNR 2018-5 JP				$3,000,000.00	$3,000,000.00	$180,146.40	$180,116.93	$170,291.29
	485282201801301	9/25/2047		3.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136B22Q4	FNR 2018-62 PG				$2,150,000.00	$2,150,000.00	$246,860.16	$246,634.59	$224,651.66
	510582201902270	10/25/2047		3.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136B0V45	FNR 2018-6 PA				$2,200,000.00	$2,200,000.00	$248,222.30	$246,557.14	$221,866.73
	507962201901141	2/25/2048		3.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137FFAM9	FHR 5071 MP				$2,150,000.00	$2,150,000.00	$1,352,707.22	$1,347,974.78	$1,133,452.32
	620483202107261	11/25/2049		1.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136BBWU2	FNR 2020-62 PA				$2,500,000.00	$2,500,000.00	$1,615,877.35	$1,664,914.12	$1,290,714.51
	570109202008311	9/25/2050		2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								

** If no data is shown, then there are no pledges for the current period.

Safekeeping

Code / Location	Cusip / Trans#	Description / Maturity / FAS 115	Prerefund	Pool / Coupon	Moody / StdPoor	Original Face / Pledged Percent	Pledged Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
FHLB	31418D5R9	FNMA Pool #MA4455		MA4455		$2,500,000.00	$2,500,000.00	$1,694,262.22	$1,712,792.02	$1,514,958.45
	623726202108170	9/1/2036		1.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	31418DXQ0	FNMA Pool #MA4286		MA4286		$3,000,000.00	$1,500,000.00	$1,007,906.51	$1,020,855.80	$859,905.52
	596565202102231	3/1/2041		1.500		50.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	31418DR87	FNMA Pool #MA4110		MA4110		$2,000,000.00	$2,000,000.00	$1,134,559.58	$1,167,744.36	$923,259.20
	566731202008111	8/1/2050		2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
	3 MBS - Fixed Rate						$6,000,000.00	$3,836,728.31	$3,901,392.18	$3,298,123.17
FHLB	31347A6M1	FHLMC Pool #840876		840876		$10,360,000.00	$10,360,000.00	$1,169,322.11	$1,167,905.83	$1,203,594.94
	676296202208051	11/1/2046		6.710		100.00%				
FEDERAL HOME LOAN BANK		AFS								
	1 MBS - Variable Rate						$10,360,000.00	$1,169,322.11	$1,167,905.83	$1,203,594.94
FHLB	3137AXSF1	FHR 4153 KG				$2,000,000.00	$2,000,000.00	$208,010.28	$209,598.56	$191,958.27
	306044201301250	8/15/2042		2.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136ADMJ5	FNR 2013-30 AB				$2,300,000.00	$2,300,000.00	$273,164.38	$270,198.91	$257,612.18
	359939201406240	1/25/2043		2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136AFPT5	FNR 2013-75 PD				$1,050,000.00	$1,050,000.00	$168,984.67	$170,835.26	$161,164.03
	359834201406231	4/25/2043		3.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137BSK69	FHR 4623 H				$2,500,000.00	$2,500,000.00	$736,236.88	$736,943.29	$693,306.47
	452990201612200	11/15/2044		2.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137BRMP7	FHR 4604 DC				$2,500,000.00	$2,500,000.00	$278,549.58	$280,802.42	$254,506.38
	442471201608291	1/15/2046		2.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								

** If no data is shown, then there are no pledges for the current period.

Safekeeping

Code / Location	Cusip / Trans#	Description / Maturity / FAS 115	Prerefund	Pool / Coupon	Moody / StdPoor	Original Face / Pledged Percent	Pledged Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
FHLB	3136BHZ28	FNR 2021-45 JG				$2,000,000.00	$2,000,000.00	$1,518,146.82	$1,545,370.95	$1,245,587.09
	623728202108170	7/25/2051		2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
16 CMOs - Fixed Rate							$35,350,000.00	$7,967,009.10	$8,038,663.90	$6,840,481.81
Total Pledged 20 To: BCTR BRAZORIA COUNTY TOLL ROAD AUTHORITY							$51,710,000.00	$12,973,059.52	$13,107,961.91	$11,342,199.92

$0.00	Munis with Maturity Under 2 Years	$0.00	Other securities with Stated Maturity Under 2 Years
$0.00	Munis with Maturity Over 2 Years	$12,973,059.52	Other securities with Stated Maturity Over 2 Years

** If no data is shown, then there are no pledges for the current period.

Brazoria County Toll Road Authority Portfolio Report for August 2025

Current Date: 8/31/2025

Descr	Type	CUSIP	Coupon	Settle Date	Maturity Date	Next Call Date	Purch Price	Purch Cost	Book Value	Mkt Price	Mkt Value	Days to Mat	Interest Earned
TexPool	LGIP		4.250				100.00	11,938,894.92	11,938,894.92	100.00	11,938,894.92	1	41,541.98
Texas Class	LGIP		4.350				100.00	30,488,497.35	30,488,497.35	100.00	30,488,497.35	1	116,651.46
US Bank	Cash		4.050				100.00	145,752.80	145,752.80	100.00	145,752.80	1	6,748.98
Depository	Cash		3.020				100.00	34,122,004.53	34,122,004.53	100.00	34,122,004.53	1	13,121.31
								76,695,149.60	**76,695,149.60**		**76,695,149.60**		**178,063.73**

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023 and complies with the Investment Strategy of Brazoria County's Investment Policy and I certify that to the best of my knowledge the above is true and correct.

Angela Dees, CIO
Brazoria County Treasurer

Monthly Interest Earned for BCTRA for Fiscal Year 2025

	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Annual Earned
BANK	10,966.52	17,505.24	19,577.09	48,048.85	24,750.81	21,408.70	18,721.77	64,881.28	23,316.56	23,316.56	26,461.39	73,094.51	30,138.00	20,133.87	13,121.31	63,393.18	**249,417.82**
Texpool	55,849.93	52,254.30	52,266.92	160,371.15	50,523.65	45,424.83	50,217.19	146,165.67	48,787.16	50,268.28	48,703.79	147,759.23	50,681.47	49,368.20	41,541.98	141,591.65	**595,887.70**
Texas Class	115,902.87	171,461.46	172,900.68	460,265.01	166,639.84	143,760.68	155,623.18	466,023.70	140,455.56	139,671.40	131,440.17	411,567.13	130,215.64	124,205.22	116,651.46	371,072.32	**1,708,928.16**
US Bank	1,352.69	1,914.90	2,889.59	6,157.18	3,875.68	4,835.03	5,539.76	14,250.47	2,296.90	2,126.25	2,440.19	6,863.34	4040.72	5,718.99	6,748.98	16,508.69	**43,779.68**
Total Per Month	184,072.01	243,135.90	247,634.28	674,842.19	245,789.98	215,429.24	230,101.90	691,321.12	214,856.18	215,382.49	209,045.54	639,284.21	215,075.83	199,426.28	178,063.73	592,565.84	**2,598,013.36**

I certify that to the best of my knowledge the above is true and correct.

Angela Dees, CIO
Brazoria County Treasurer

BCTRA Quarterly Interest Rates Comparison by Quarter FY25																	
	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Ann Avg
BANK	3.47%	2.91%	3.23%	**3.20%**	3.26%	3.43%	3.30%	**3.33%**	3.04%	2.92%	3.02%	**2.99%**	2.92%	2.95%	2.79%	2.89%	3.10%
TEXPOOL	5.36%	4.73%	4.56%	**4.88%**	4.39%	4.36%	4.34%	**4.36%**	4.34%	4.31%	4.30%	**4.32%**	4.31%	4.31%	4.25%	4.29%	4.46%
TEXAS CLASS	5.56%	4.88%	4.75%	**5.06%**	4.54%	4.49%	4.44%	**4.49%**	4.44%	4.41%	4.40%	**4.42%**	4.41%	4.39%	4.35%	4.29%	4.57%

Brazoria County Toll Road Authority US Bank Activity and Interest Report for September 2025

Fund	Beginning Balance 9/1/25	Credits	Debits	Interest Earned	Ending Balance 9/30/25	Avg. Yield	Expected Maturity	Mark to Mkt 9/30/25
Brazoria County Toll Road	139,003.82	133,284.83	-133284.83	6,748.98	145,752.80	4.050	10/1/2025	145,752.80
US Bank Totals	**139,003.82**	**133,284.83**	**-133284.83**	**6,748.98**	**145,752.80**			**145,752.80**

Brazoria County Toll Road Authority Texas Class Activity and Interest Report for September 2025

Fund	Beginning Balance 9/1/25	Credits	Debits	Interest Earned	Ending Balance 9/30/25	Avg. Yield	Expected Maturity	Mark to Mkt 9/30/2024
Toll Road Funds Construction	615,812.60	0.00	-615812.60	2,133.28	2,133.28	4.350	10/1/2025	2,133.28
Toll Road Funds O & M	12,564,235.57	0.00	0.00	44,992.15	12,609,227.72	4.350	10/1/2025	12,609,227.72
BCTRA LMTD REV BD 2024	19,807,610.32	0.00	(2,000,000.00)	69,526.03	17,877,136.35	4.350	10/1/2025	17,877,136.35
Texas Class Totals	**32,987,658.49**	**0.00**	**(2,615,812.60)**	**116,651.46**	**30,488,497.35**			**30,488,497.35**

Brazoria County Toll Road Authority Texpool Activity and Interest Report forSeptember 2025

Fund	Beginning Balance 9/1/25	Credits	Debits	Interest Earned	Ending Balance 9/30/25	Avg. Yield	Expected Maturity	Mark to Mkt 9/30/25
Toll Road Funds Construction	1,588,498.88	0.00	-1588498.88	5,369.59	0.00	4.250	10/1/2025	0.00
Toll Road Funds O & M	10,350,396.04	0.00	0.00	36,172.39	10,386,568.43	4.250	10/1/2025	10,386,568.43
Texpool Totals	**11,938,894.92**	**0.00**	**(1,588,498.88)**	**41,541.98**	**11,938,894.92**			**10,386,568.43**

BRAZORIA COUNTY TOLL ROAD AUTHORITY

Limited Contract Tax and Subordinate Lien Toll Road Revenue Bonds

Series 2017A

Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT	Estimated Monthly Installment Due to US BANK
2025	1,035,750.00		1,035,750.00	2,071,500.00	172,625.00
2026	1,302,750.00		1,302,750.00	2,605,500.00	217,125.00
2027	1,302,750.00		1,302,750.00	2,605,500.00	217,125.00
2028	1,283,375.00	1,550,000.00	1,283,375.00	4,116,750.00	343,062.50
2029	1,243,625.00	1,630,000.00	1,243,625.00	4,117,250.00	343,104.17
2030	1,201,812.50	1,715,000.00	1,201,812.50	4,118,625.00	343,218.75
2031	1,157,875.00	1,800,000.00	1,157,875.00	4,115,750.00	342,979.17
2032	1,111,750.00	1,890,000.00	1,111,750.00	4,113,500.00	342,791.67
2033	1,063,312.50	1,985,000.00	1,063,312.50	4,111,625.00	342,635.42
2034	1,012,437.50	2,085,000.00	1,012,437.50	4,109,875.00	342,489.58
2035	959,000.00	2,190,000.00	959,000.00	4,108,000.00	342,333.33
2036	902,812.50	2,305,000.00	902,812.50	4,110,625.00	342,552.08
2037	1,191,212.50	1,928,275.00	1,191,212.50	4,310,700.00	359,225.00
2038	1,151,649.50	2,005,701.00	1,151,649.50	4,309,000.00	359,083.33
2039	1,110,593.00	2,086,814.00	1,110,593.00	4,308,000.00	359,000.00
2040	1,068,550.00	2,175,301.00	1,068,550.00	4,312,401.00	359,366.75
2041	1,024,106.50	2,263,787.00	1,024,106.50	4,312,000.00	359,333.33
2042	977,869.50	2,355,961.00	977,869.50	4,311,700.00	359,308.33
2043	929,739.00	2,451,822.00	929,739.00	4,311,300.00	359,275.00
2044	879,615.50	2,551,369.00	879,615.50	4,310,600.00	359,216.67
2045	687,558.00	2,934,284.00	687,558.00	4,309,400.00	359,116.67
2046	281,200.00	3,750,000.00	281,200.00	4,312,400.00	359,366.67
2047	204,700.00	3,900,000.00	204,700.00	4,309,400.00	359,116.67
2048	125,100.00	4,060,000.00	125,100.00	4,310,200.00	359,183.33
2049	84,500.00	4,225,000.00		4,309,500.00	718,250.00
	23,293,643.50	53,838,314.00	23,209,143.50	100,341,101.00	

17,150,000.00	Series 2017A Serial Current Interest Bonds (CIBs)
17,000,000.00	Series 2017A Current Interest Term Bonds (CIBs)
19,688,313.00	Series 2017A Convertible Capital Appreciation Bonds (CABs)
53,838,313.00	

Debt History:

Date of Receipt	22-Jun-17
Amount of Issue	$53,838,313.00

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639
BRAZORI17CIB

Brazoria County Toll Road Authority Limited Contract Tax and Subordinate Lien
Toll Road Revenue Bonds, Series 2017A CIB

*Int due from closing to Sept 2017 debt payment, then monthly installments to US Bank thereafter begin Sept 2017
Int calculations include compounded interest from Series 2017A Convertible CABs.

BRAZORIA COUNTY TOLL ROAD AUTHORITY

Limited Contract Tax and Subordinate Lien Toll Road Revenue Refunding Bonds

Series 2020

Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT	Estimated Monthly Installment Due to US BANK
2025	624,625.00		624,625.00	1,249,250.00	104,104.17
2026	624,625.00	550,000.00	610,875.00	1,785,500.00	148,791.67
2027	610,875.00	580,000.00	596,375.00	1,787,250.00	148,937.50
2028	596,375.00	610,000.00	581,125.00	1,787,500.00	148,958.33
2029	581,125.00	640,000.00	565,125.00	1,786,250.00	148,854.17
2030	565,125.00	675,000.00	548,250.00	1,788,375.00	149,031.25
2031	548,250.00	710,000.00	530,500.00	1,788,750.00	149,062.50
2032	530,500.00	745,000.00	511,875.00	1,787,375.00	148,947.92
2033	511,875.00	785,000.00	492,250.00	1,789,125.00	149,093.75
2034	492,250.00	825,000.00	471,625.00	1,788,875.00	149,072.92
2035	471,625.00	865,000.00	450,000.00	1,786,625.00	148,885.42
2036	450,000.00	910,000.00	427,250.00	1,787,250.00	148,937.50
2037	427,250.00	955,000.00	403,375.00	1,785,625.00	148,802.08
2038	403,375.00	1,005,000.00	378,250.00	1,786,625.00	148,885.42
2039	378,250.00	1,060,000.00	351,750.00	1,790,000.00	149,166.67
2040	351,750.00	1,110,000.00	324,000.00	1,785,750.00	148,812.50
2041	324,000.00	1,170,000.00	294,750.00	1,788,750.00	149,062.50
2042	294,750.00	1,230,000.00	264,000.00	1,788,750.00	149,062.50
2043	264,000.00	1,290,000.00	231,750.00	1,785,750.00	148,812.50
2044	231,750.00	1,360,000.00	197,750.00	1,789,500.00	149,125.00
2045	197,750.00	1,430,000.00	162,000.00	1,789,750.00	149,145.83
2046	162,000.00	1,500,000.00	124,500.00	1,786,500.00	148,875.00
2047	124,500.00	1,575,000.00	85,125.00	1,784,625.00	148,718.75
2048	85,125.00	1,660,000.00	43,625.00	1,788,750.00	149,062.50
2049	43,625.00	1,745,000.00		1,788,625.00	298,104.17
	9,895,375.00	24,985,000.00	9,270,750.00	44,151,125.00	

Debt History:

Date of Receipt	2-Feb-20
Amount of Issue	$24,985,000.00

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

Refunded: Brazoria County Toll Road Authority Limited Contract Tax and Subordinate Lien Toll Road Revenue Bonds, Series 2020 BANS

P:\Treas\BRAZORIA COUNTY TOLL ROAD AUTHORITY\BCTRA Debt Serv Bond schedule and wires\BCTRA Debt Service Payment Schedule.)
Prepared by Cathy Campbell, CCT, CIO Brazoria County Treasurer

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.1. **11/18/2025**

Resolution - Brazoria County Appraisal District

That the following votes be cast for a position on the Board of Directors of the Brazoria County Appraisal District beginning January 1, 2026.

Brazoria County is entitled to cast 303 Ballot Votes. Breakdown is as follows:

61.0 - County Judge -
60.5 - Commissioner Precinct 1 -
60.5 - Commissioner Precinct 2 -
60.5 - Commissioner Precinct 3 -
60.5 - 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.

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, 2025.

APPROVED this 18th day of November, 2025.

ATTEST:

_____

Brazoria County Judge

L. M. "Matt" Sebesta, Jr.

_____

Brazoria County Clerk

Joyce Hudman

STATE OF TEXAS

COUNTY OF BRAZORIA

BRAZORIA COUNTY APPRAISAL DISTRICT

MEMBERS OF THE BOARD
Kristin Bulanek
Elizabeth Day
Tommy King
John Luquette
Patrick O'Day
Gail Robinson
George Sandars
Susan Spoor
Robert York-Westbrook

CHIEF APPRAISER
Marcel Pierel III
500 N. Chenango
Angleton, Texas 77515
979-849-7792
Fax 979-849-7984

October 23, 2025

Honorable Matt Sebesta
Brazoria County Judge
Brazoria County Courthouse
Angleton, TX 77515

Dear Honorable Matt Sebesta,

Thirty-four voting taxing units were entitled to submit by written resolution, nominations to appoint two members to the board of directors of the Brazoria County Appraisal District for a four-year term beginning January 1, 2026. **Attached is the official ballot with the nominations we received.**

BRAZORIA COUNTY IS ENTITLED TO CAST **303** VOTE(S).

Each voting unit must vote by **Written Resolution** and submit it to the chief appraiser before **December 15, 2025**. The governing body of the taxing unit may cast all its votes for one candidate or distribute the votes among the candidates. Your total number of votes should not be greater than your allotted number.

Votes must be cast for a person, or persons nominated and named on the ballot. There is no provision for write-in candidates. The chief appraiser may not count votes cast for someone not listed on the official ballot.

Please complete the ballot and submit it to Marcel Pierel III, Chief Appraiser, by mail to 500 North Chenango, Angleton, Texas 77515, email mpierel@brazoriacad.org or fax to 979-849-7984 with a Written Resolution before December 15, 2025. If you have any questions about the format of your resolution or any other matter, give me a call immediately.

It is important that your **Ballot and Resolution** be submitted to the chief appraiser before **December 15, 2025**, so that we may count the votes, declare the winners, and notify all taxing units and candidates of the results.

Sincerely,

Marcel Pierel III
Chief Appraiser

MP/td
Enclosure

BRAZORIA COUNTY APPRAISAL DISTRICT
BOARD OF DIRECTORS ELECTION 2025

OFFICIAL BALLOT

NOMINATIONS/CANDIDATES	VOTE(S) CAST
1. Nina Harrison	1.
2. Eric Hayes	2.
3. Wayman Hutchings	3.
4. Chelsey Lay	4.
5. Marinell Music	5.
6. Gail Robinson	6.
7. Susan Spoor	7.
8. Michelle Wetzel	8.

PLEASE ATTACH YOUR RESOLUTION TO THIS FORM

SUBMITTED BY: _____

VOTES ENTITLED TO: 303

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, 2025.

APPROVED this 18th day of November, 2025.

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

ATTEST:

Brazoria County Clerk
Joyce Hudman

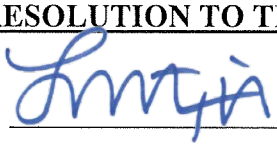
STATE OF TEXAS
COUNTY OF BRAZORIA

BRAZORIA COUNTY APPRAISAL DISTRICT
BOARD OF DIRECTORS ELECTION 2025

OFFICIAL BALLOT

	NOMINATIONS/CANDIDATES		VOTE(S) CAST
1.	Nina Harrison	1.	
2.	Eric Hayes	2.	
3.	Wayman Hutchings	3.	
4.	Chelsey Lay	4.	
5.	Marinell Music	5.	
6.	Gail Robinson	6.	
7.	Susan Spoor	7.	303
8.	Michelle Wetzel	8.	

PLEASE ATTACH YOUR RESOLUTION TO THIS FORM

SUBMITTED BY: 

VOTES ENTITLED TO: 303

VOTES CAST: 303

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.2. **11/18/2025**

Agreement with Brazoria County Municipal Utility Districts (MUD) No. 2, 3 and 6

Approve the attached Agreement between Brazoria County Municipal Utility District No. 2, 3 and 6 and Brazoria County for law enforcement services.

The County Judge and Sheriff are authorized to execute all documents necessary for this agreement pending final review by the Brazoria County District Attorney's Office - Civil Division.

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

AGREEMENT FOR ADDITIONAL LAW ENFORCEMENT SERVICES AMONG BRAZORIA COUNTY AND BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NOS. 2, 3 AND 6

This Agreement, made and entered into by and among Brazoria County, Texas, a body corporate and politic acting herein by and through its Commissioners Court ("County"), and Brazoria County Municipal Utility District Nos. 2, 3, and 6 (collectively, "MUDs") acting by and through their respective governing bodies.

WITNESSETH:

WHEREAS, the County and the MUDs desire to further promote public safety and to protect the public interest by having the County provide additional law enforcement services, as authorized by Texas Government Code Section 791 et. seq., to a certain area in Brazoria County, Texas, the area generally being described as the jurisdictional boundaries of the MUDs.

WHEREAS, the County and the MUDs acknowledge that the County shall collect and receive payment, in full, of all costs for providing law enforcement services to the area described above;

WHEREAS, the County and the MUDs agree that payment for law enforcement services shall be for the entirety of all costs and additional expenses the County will incur for providing said additional law enforcement services for the period described in this Agreement;

WHEREAS, the Brazoria County Sherriff ("Law Enforcement Official") has law enforcement authority in the MUDs' geographical area; and

WHEREAS, the County and the Law Enforcement Official agree to provide said additional law enforcement services.

NOW THEREFORE, in consideration of the mutual promises and representations herein contained, the parties hereby agree as follows:

ARTICLE I.
DEFINITIONS

For the purpose of this Agreement, the following terms shall mean:

1. Area. That Area referred to generally as Silverlake and depicted on **Exhibit "A"** attached hereto. In no event shall the defined Area exceed the geographical area represented by the MUDs or the jurisdictional boundaries of the County.

2. Contract Deputy/Deputies. The additional Deputy/Deputies (whether one or more) provided by the County to the MUDs to provide the additional law enforcement services contemplated and provided for in this Agreement.

3. Equipment. Includes but is not limited to: vehicles, uniforms, cellular phones, radios, body armor, tasers, and all other materials and items necessary to carry out the terms of this Agreement.

4. Working Time. The usual or normal hours (including overtime) that a Contract Deputy/Deputies is/are required by the Law Enforcement Official to work in any calendar month. The consideration for the law enforcement services provided herein includes a share of the costs to the County for such times when officers are not available. Vacation and sick leave are earned through County service, and funeral leave is a benefit available to County employees. Therefore, "working time" shall not include vacation, sick leave, funeral leave or other county-benefit leave, and it is not anticipated that the Law Enforcement Official will authorize substitute officers to work within the area when the regularly assigned officers are not available, although the MUDs may request substitute officers if the Contract Deputies are absent for more than 2 weeks with the express understanding that the MUDs will have to pay the full cost of any substitute officers so assigned.

5. Support Duties. Activities that assist the Contract Deputy/Deputies in carrying out law enforcement activities related to the Area or are necessary for their employment with Law Enforcement Official. These include, but are not limited to, traveling to or from the area, attending training, attending job related meetings, transporting persons to jail, attending court proceedings, or facilitating vehicle repair or maintenance.

ARTICLE II. PURPOSE

The purpose of this Agreement is for the County to authorize (but not require) the Law Enforcement Official to provide additional law enforcement personnel to the designated Area under the terms and conditions herein contained. By signing this Agreement, the Law Enforcement Official agrees to provide the services referred to in Article IV under the terms and conditions of this Agreement. This Agreement shall supersede any and all prior agreements between MUDs and County regarding the employment of Contract Deputy/Deputies.

ARTICLE III.
TERM

The term of this Agreement shall be effective **December 1, 2025 at 12:00 AM** or the date signed by County, whichever is earlier, and expire on **November 30, 2026,** at **11:59 PM** ("Initial Agreement Term"), or under the terms of this Agreement.

A. It is expressly understood and agreed to by the parties that the period or term of this Agreement may be terminated without cause at any time by any party giving to the other parties at least thirty (30) days advance written notice of its intent to terminate, and specifying in the notice the effective date of the termination. Such notice shall be given by certified mail, return receipt requested, and shall be effective when mailed to the address stated in this A greement.

B. It is expressly understood and agreed to by the parties that, upon expiration of the Initial Agreement Term, this Agreement shall automatically renew for an additional one (1) year term

and renew thereafter on an annual basis, unless any party provides written notice to the other parties of nonrenewal at least thirty (30) days prior to the end of the then-current term. If any party provides timely notice of its intent not to renew this Agreement, this Agreement shall terminate on the expiration of the then-current term, unless terminated earlier in accordance with the Agreement.

C. It is expressly understood and agreed to by the parties that, notwithstanding the ability of any party to terminate this Agreement upon thirty (30) days written notice, this Agreement may be terminated by the County, with notice to the MUDs, at any time after the MUDs have defaulted in the payment of any obligation and the MUDs have been provided with a reasonable opportunity to cure such payment default.

D. It is expressly understood and agreed to by the parties that if the MUDs shall at any time be in default of any obligation of this Agreement, the MUDs shall be liable to the County for any and all expenses incurred by the County as a result of such default, including, but not limited to, attorney's fees, costs of court and interest at the rate of one percent (1%) simple interest per month, on all past due amounts.

E. The amount of expenses incurred and interest accrued, if any, shall be deemed to be in addition to any money due for law enforcement services rendered. If the term of this Agreement is terminated at any time other than at the end of a contract month, the monthly installment payment for such month shall be prorated.

ARTICLE IV CONTRACT DEPUTY/DEPUTIES

A. The County, by and through the Law Enforcement Official's Office, agrees to provide **the number of Contract Deputy/Deputies shown on Exhibit "B"** to devote 100% of their Working Time to provide law enforcement services or carry out Support Duties related to the MUDs' geographical area, subject to the provisions of Article V- B and C.

B. The Contract Deputies shall perform his/her duties under this Agreement in full compliance with the appropriate Brazoria County policies and the policies and procedures of the Law Enforcement Official's Office.

C. The Law Enforcement Official, or his representative, shall use reasonable efforts to notify the MUDs at least ten (10) days in advance of the vacation time to be taken by a Contract Deputy/Deputies. If a Contract Deputy assigned to the MUDs geographical area is on an extended leave for more than two (2) weeks, the Law Enforcement Official shall use its best efforts to reassign another Deputy to the area.

D. The Law Enforcement Official, or his representative, shall use reasonable effort to notify the MUDs as soon as possible when a Contract Deputy/Deputies is on sick leave.

E. The Contract Deputy/Deputies shall perform law enforcement services in the MUDs' geographical location depicted on **Exhibit "A"**. Law enforcement services may include, but are

not limited to: welfare checks, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons and transporting suspects.

F. Scheduling and delivery of contract services provided herein shall be managed between the Law Enforcement Official and the MUDs.

G. The Contract Deputy/Deputies shall submit written copies of any felony offense reports and subsequent copies of investigative reports to the Brazoria County Sheriff's Office in the event that said report is taken.

ARTICLE V.
AUTHORITY AND COUNTY'S PEROGATIVE TO APPOINT CONTRACT DEPUTY/DEPUTIES

A. It is expressly understood and agreed to by the parties that the Contract Deputy/Deputies shall be subject to the control and supervision of the Law Enforcement Official to the same extent as the Law Enforcement Official's other deputies, and that the Contract Deputy/Deputies shall have no duty or obligation to the MUDs or the residents of the Area other than those duties and obligations that the Law Enforcement Official's deputies have to the public generally.

B. The Law Enforcement Official hereby expressly retains full and complete authority to supervise the Contract Deputy/Deputies and, in an emergency, determined solely at the Law Enforcement Official's discretion, may assign any Contract Deputy/Deputies to duties other than those to be performed pursuant to this Agreement.

C. It is expressly understood and agreed to by the parties that this Agreement is not intended (nor shall it be construed) to obligate the County and/or the Law Enforcement Official in any manner, *whatsoever,* to assign the Contract Deputy/Deputies to devote any portion of his/her Working Time to the Area.

D. It is expressly understood and agreed to by the parties that should any or all of the following conditions or events occur:

1. Law Enforcement Official does not assign the Contract Deputy/Deputies to devote 100% of his/her Working Time to the Area;
2. The Contract Deputy/Deputies is/are removed from the Area by the Law Enforcement Official; or
3. The Contract Deputy/Deputies does not devote 100% of his/her Working Time to the Area during the term of this Agreement;

Brazoria County shall have no liability or obligation whatsoever to the MUDs and/or the residents of the Area, other than to credit the MUDs the appropriate prorated refund, if any be due, as provided for herein.

ARTICLE VI. COUNTY EMPLOYEES

A. The Contract Deputy/Deputies performing duties under this Agreement shall at all times remain a County employee subject to the same rights, duties and responsibilities as the Law

Enforcement Official's other deputies.

B. The County agrees that the Contract Deputy/Deputies shall perform the services described herein in accordance with the laws of the State of Texas, Brazoria County policies and the policies and procedures of the Law Enforcement Official's Office. Further, while the County shall be responsible for the acts and omissions of its employees acting within the course and scope of their employment, such responsibility shall be subject to the terms, provisions and limitations of the Constitution and of the laws of the State of Texas including but not limited to, TEX. CIV. PRAC. & REM. §101.001, et. seq., the Texas Tort Claims Act. **THERE ARE NO WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT OR ANY SERVICES PROVIDED BY COUNTY OR THE LAW ENFORCEMENT OFFICIAL TO THE MUDS. FURTHER, SHOULD ANY WARRANTIES OR CONDITIONS BE INTERPRETED, COUNTY AND THE LAW ENFORCEMENT OFFICIAL EXPRESSLY DISCLAIM ANY SUCH WARRANTIES AND CONDITIONS.**

C. The Law Enforcement Official retains sole and independent authority regarding the hiring, supervision, discipline, and termination of the Contract Deputy/Deputies.

ARTICLE VII. INCREASES

A. The MUDs agree to pay 100% of any and all increases in the Contract Amount, including increases in the Contract Deputy/Deputies' salary, allowances, benefits, etc., that may occur during the term of this Agreement, including, but not limited to:

1. Medicare;
2. Retirement;
3. Workers Compensation/unemployment;
4. Health and Life Insurance;
5. Certification pay;
6. Any OVERTIME incurred at the request of the MUDs;
7. Any OVERTIME incurred because of law enforcement services related to the Area;
8. Death and Dismemberment Insurance; and/or
9. Cost of Living Adjustments.

This will include the time the Contract Deputy/Deputies is/are on vacation leave, is/are on sick leave, or receives/receive workers' compensation benefits.

B. Salary. Upon notice by the County to the MUDs of any such increases and/or additional expenses (whether included on **Exhibit "B"** or not), the MUDs shall pay said increased salary, allowances, benefits, additional expenses etc., in accordance with the provisions contained herein.

ARTICLE VIII. PAYMENT BY MUDS

A. All payments shall be made payable to Brazoria County and shall be delivered to the Brazoria County Treasurer, 111 E. Locust, Angleton, Texas 77515.

B. The MUDs agree to pay the County for the purposes of paying 100% of the full-time equivalent cost to the County for supplying the law enforcement services in accordance with Contract Deputy/Deputies Cost Worksheet for all presently known expenses ("Contract Amount") beginning the effective date of this Agreement. See attached **Exhibit "B"**. Both parties acknowledge and agree that the expenses shown therein are an **estimated amount,** used by Brazoria County to assess 100% (One Hundred percent) of the cost to the County for supplying the additional law enforcement services.

C. The MUDs hereby expressly agree to pay for 100% of all costs incurred by the County for providing the services hereunder, regardless of whether said expenses are set forth in **Exhibit "B"**, including but not limited to, Contract Deputy/Deputies overtime (subject to the limitations set forth in Article VII), uniforms, equipment, portable cellular phones, vehicles (not to exceed one at a time per Contract Deputy). The Contract Amount shall be determined by the County Auditor. Furthermore, said vehicle (make and type) purchase is at the discretion of the Law Enforcement Official.

D. Additional equipment not calculated in **Exhibit "B"**, but determined by the Law Enforcement Official to be necessary to carry out the law enforcement services provided for in this Agreement, shall be obtained by:

1. Purchase of the equipment by County with County funds which shall be reimbursed by MUDs in accordance with Article VIII of this Agreement;
2. Purchase of the equipment by MUDs who shall donate it to the County provided that the equipment meets the County's standards and is approved by the Law Enforcement Official before being used by the Contract Deputy/Deputies; or
3. Purchase by County with advance funds provided by MUDs.

E. The manner in which additional equipment will be purchased is solely within County's discretion.

F. In the event that a single additional equipment purchase will exceed $500.00, MUDs will be notified of the need for the equipment and allowed 30 business days to object to the purchase.

1. During the objection period, contract services will be provided, as long as the Law Enforcement Official determines that service is feasible.
2. If MUDs object to the purchase, County shall have the option to terminate this Agreement with notice.
3. MUDs will not be credited for services not performed due to equipment issues.

G. Any equipment or vehicle purchased pursuant to this Agreement shall forever become and remain the sole property of the County, regardless of County's election in Article VIII (D) of this Agreement and shall remain property of the County, even upon termination of this Agreement for any reason. In the event the County terminates this Agreement prior to one year from the effective date of this Agreement, the County agrees to pay the MUDs the then depreciated or Blue Book value, whichever is greater, of vehicles purchased by the MUDs for the County pursuant to this Agreement.

H. Actual Contract Amount will be reviewed at least semiannually and no more than quarterly,

at the discretion of the County Auditor. Proper notification of any changes will be sent no later than thirty (30) days following the end of the period being reported.

I. Payment shall be made in equal monthly installments subject to any adjustments as provided herein. On or before the tenth (10) day of each calendar month, the County shall submit an invoice to the MUDs for the services provided hereunder. Payment by the MUDs shall be due and payable within forty-five days of receipt of an invoice.

J. It is expressly understood and agreed to by the parties that if a payment due under the terms of this Agreement is not received by County within forty-five (45) days of the due date, the County is authorized to terminate this Agreement with notice and the MUDs shall have been provided with a reasonable opportunity to cure such payment default. Failure of County to make demand for payments due shall not be a waiver of the MUDs' obligations to make timely payments.

K. If any installment is for a fraction of a contract month, the amount of such installment shall be appropriately prorated.

L. The MUDs are jointly and severally liable for all payments, but Brazoria County Municipal Utility District No. 3 will be invoiced by the County and pay each invoice.

ARTICLE IX. ASSIGNMENTS

This Agreement is not assignable.

ARTICLE X. INDEMNITY AND HOLD HARMLESS

A. TO THE EXTENT ALLOWED BY LAW, THE MUDS AGREE TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS AND DEFEND THE COUNTY, ITS OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES (WHETHER 1st OR 3rd PARTY) AND RELATED COSTS, FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, DESTRUCTION OR LOSS, ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE PERFORMANCE OF THE MUDS' RESPONSIBILITIES UNDER THIS AGREEMENT, WHERE SUCH PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, DESTRUCTION OR LOSS IS CAUSED BY THE MUDS' SOLE NEGLIGENCE OR ITS SOLE INTENTIONAL ACT OR OMISSION OR WHERE SUCH PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, DESTRUCTION, OR LOSS IS CAUSED BY THE JOINT NEGLIGENCE OF THE MUDS AND ANY OTHER PERSON, OR ENTITY OR THE JOINT INTENTIONAL ACT OR OMISSION OF THE MUDS AND OTHER PERSON OR ENTITY.

ARTICLE XI. SEVERABILITY

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof, to any person or circumstance, shall ever be held by any court or regulatory authority of competent jurisdiction, to be invalid, illegal or unconstitutional for any reason, the remainder of this Agreement shall not be affected thereby, unless, in the sole opinion of the County, the purposes of this Agreement have been rendered useless.

ARTICLE XII.
ENTIRE AGREEMENT; REQUIREMENT OF A WRITING

A. It is understood and agreed to by the parties that the entire Agreement of the parties is contained herein and in the attached **Exhibits "A"** and **"B"** and that this Agreement supersedes all prior communications and negotiations among the parties, oral or written, relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.

B. Any modifications, alterations, exhibits, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

ARTICLE XIII. NOTICE

A. Any notice required or permitted under this Agreement shall be sent, postage prepaid, certified or registered mail, or delivered in person or by other electronic means, with verification, as follows:

To the **County:**

Brazoria County Sheriff
Attn.: Sheriff Bo Stallman
3602 County Road 45
Angleton, Texas 77515

Office of the Brazoria County Judge
Attn.: L.M. "Matt" Sebesta
237 E. Locust
Angleton, Texas 77515

To the **MUDs:**

Brazoria County Municipal Utility District Nos. 2 and 3
c/o Wallace & Philbin, L.L.P.
6363 Woodway Dr., Suite 800
Houston, Texas 77057

Brazoria County Municipal Utility District No. 6
c/o Schwartz, Page & Harding, L.L.P.
1300 Post Oak Blvd., Suite 2400
Houston, Texas 77056
Attention: Board of Directors

B. Any party may designate a different address by giving at least ten (10) days written notice to the other party in the manner provided above.
C.

ARTCLE XIV.
MISCELLANEOUS

A. The parties expressly understand and agree that, in the execution of this Agreement and the performance of services herein, the parties do not waive, nor shall they be deemed to have waived, any immunity or defense that would otherwise be available to the Parties or their officials, employees, and/or agents against claims arising in the exercise of governmental powers and functions, including, but not limited to, sovereign and/or governmental immunity. This Agreement is expressly made subject to the parties' sovereign and/or governmental immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code, and all applicable federal and state laws.

B. To the extent allowed by law, the MUDs hereby waive and release County and its officials, officers, employees, agents, and representatives for any and all claims arising from or related to the services provided under this Agreement.

C. County shall not be liable for any claims, costs, damages, expenses, losses, and/or liability arising out of the negligent, wrongful, or illegal acts or omissions of the MUDs or the MUDs' officials, employees, representatives, or agents in relation to any obligation or service provided under this Agreement.

D. No party may assign, lease, sublet, or transfer its interest in or obligations under this Agreement, in whole or in part, without the prior written consent of the other parties. This Agreement binds and is for the sole and exclusive benefit of the parties and their legal successors, including, without limitation, any successor governmental agency or entity to any party.

E. The parties shall not be liable or responsible to each other for any delay, loss, failure, or inability to perform their obligations as described herein which is caused by "force majeure." The term "force majeure" includes, but is not limited to, acts of God, strikes, acts of a public enemy, wars, mines or other items of ordnance, blockages, public rioting, lightning, fire, hurricanes, floods, storms, explosions, inability to obtain materials, supplies, labor permits, servitudes, or rights of way, acts or restraints of any governmental authority, epidemics, landslides, lightning storms, earthquakes, washouts, arrests, restraints of rulers and peoples, civil disturbances, breakage or accident to machinery or lines of equipment, temporary failures of equipment, freezing of equipment, and any other causes, whether of the kinds specifically enumerated above or otherwise, which are not reasonably within the control of the parties and which by the exercise of reasonable due diligence could not reasonably be prevented or overcome. In the event time limits are not met under this Agreement as a result of force majeure, the party whose performance is due shall have an extension of the time limit or deadline equal to the number of days for which the force majeure condition existed. After the force majeure condition has ended, the Agreement shall continue under the same

operations and circumstances as existed prior to the force majeure event. Events reasonably within the control of the respective party shall not constitute force majeure and shall be remedied with the exercise of due diligence. The parties shall use all reasonable means to remove all contingencies affecting the performance of this Agreement as quickly as is reasonably possible. This clause does not relieve any party from its obligations to make any payments of amounts then due for services provided or obligations contemplated and performed under this Agreement, and neither party's time for performance shall be extended for any event which is reasonably within the control of such party.

F. No amendment, modification, or alteration of the terms or provisions of this Agreement shall be binding unless it is in writing, references this Agreement, is dated subsequent to the effective date of this Agreement, and is duly executed by authorized representatives of all parties.

G. This Agreement shall not be construed in favor of or against any party on the basis that the party did or did not author this Agreement.

H. Any titles or headings of sections and paragraphs in this Agreement are included solely for convenience, shall not be considered a part of the Agreement, shall not in any way serve to modify or restrict any term or provision, and shall not be considered in ascertaining intent.

I. The parties acknowledge and agree that nothing in this Agreement shall be construed to create any rights in any person, government, or other entity not the County or MUDs. Additionally, this Agreement shall not authorize any person, government, or other entity not the County or MUDs to maintain a suit for personal injuries, property damage, or any other relief.

J. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

K. This Agreement may be executed in one or more counterparts, all of which together will be deemed an original.

L. Nothing in this Agreement shall be deemed or construed by the parties, nor any third party, as creating a relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, joint owners, or joint tenants between the parties. The parties hereby declare and acknowledge the relationship of MUDs to County is one of independent contractor, and County will not and does not have the right to control the details of the MUDs work to fulfill the obligations set forth in this Agreement. This Agreement does not and shall not be construed to entitle either party or any of their respective officials, employees, or agents, if applicable, to any benefit, privilege, or other amenities of employment from the other party.

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ARTICLE
XV.
EXECUTION

IN WITNESS WHEREOF, the parties put their hands to this Agreement on the dates indicated below.

BRAZORIA COUNTY

L.M. MATT" SEBESTA, JR.	**BO STALLMAN**
BRAZORIA COUNTY, COUNTY JUDGE	**BRAZORIA COUNTY SHERIFF**
Date	Date

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 2

SIGNATURE	10-2-2025 Date

Gerry Lowry, President of the Board of Directors
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 2

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 3

SIGNATURE	10/2/2025 Date

Karl Bernard, President of the Board of Directors
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 3

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 6

SIGNATURE	10/14/2025 Date

R. Michael Haney, President of the Board of Directors
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 6

*By law, the Brazoria County District Attorney's Office may only advise or approve contracts or legal documents on

behalf of the County. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of the County. Our approval of this document was offered solely for the benefit of the County. Other parties should not rely on this approval and should seek review and approval by their own respective attorney.

AGREEMENT FOR ADDITIONAL LAW ENFORCEMENT SERVICES AMONG BRAZORIA COUNTY AND BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NOS. 2, 3 AND 6

Exhibit "B"

A. As referenced in Article IV (A), this Agreement will be valid for up to 86 hours of coverage per 2-week pay period per full time Contract Deputy, for a sum total of 172 hours of coverage per 2-week pay period. To accomplish this, 2 Contract Deputy/Deputies will be utilized to cover the requested number of hours.

B. As referenced in Article VII (A), below is an example salary and benefit breakdown for the Contract Deputy position. Please note that this may be adjusted at any time due to changes in factors including but not limited to Brazoria County pay rates, benefits, or years of service.

Brazoria County
Salary and Benefits Projection for October, 2025

Full Time Contract Deputy:
Total Pay: $79,263
Benefits: $27,948
Total: $107,211

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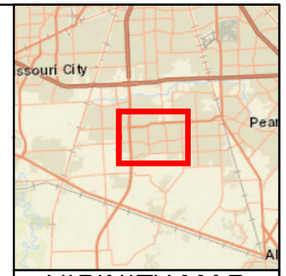
EXHIBIT A



VICINITY MAP
1 INCH = 10 MILES

LEGEND

- Service Area
- BCMUD No. 2
- BCMUD No. 3
- BCMUD No. 6
- Section Boundary

INTERLOCAL SERVICE AREA

BRAZORIA COUNTY No. 2
BRAZORIA COUNTY, TEXAS

N W E S

0 1,400

1 INCH : 1,400 FEET

IMAGERY PROVIDED BY NEARMAP

Disclaimer: This product is offered for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property, governmental and/or political boundaries or related facilities to said boundary. No express warranties are made by Quiddity Engineering concerning the accuracy, completeness, reliability, or usability of the information included within this exhibit.

QUIDDITY
Texas Board of Professional Engineers Registration No. 532

Project Number: 00440-0500-25 Date: 7/30/2025 User Name: asel
P:\Practice Workspace\Corporate Services\GIS\Projects\00440_BCMUD2\5\VPLJ\Interlocal_Service_Area_11x17.mxd

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

AGREEMENT FOR ADDITIONAL LAW ENFORCEMENT SERVICES AMONG BRAZORIA COUNTY AND BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NOS. 2, 3 AND 6

This Agreement, made and entered into by and among Brazoria County, Texas, a body corporate and politic acting herein by and through its Commissioners Court ("County"), and Brazoria County Municipal Utility District Nos. 2, 3, and 6 (collectively, "MUDs") acting by and through their respective governing bodies.

WITNESSETH:

WHEREAS, the County and the MUDs desire to further promote public safety and to protect the public interest by having the County provide additional law enforcement services, as authorized by Texas Government Code Section 791 et. seq., to a certain area in Brazoria County, Texas, the area generally being described as the jurisdictional boundaries of the MUDs.

WHEREAS, the County and the MUDs acknowledge that the County shall collect and receive payment, in full, of all costs for providing law enforcement services to the area described above;

WHEREAS, the County and the MUDs agree that payment for law enforcement services shall be for the entirety of all costs and additional expenses the County will incur for providing said additional law enforcement services for the period described in this Agreement;

WHEREAS, the Brazoria County Sherriff ("Law Enforcement Official") has law enforcement authority in the MUDs' geographical area; and

WHEREAS, the County and the Law Enforcement Official agree to provide said additional law enforcement services.

NOW THEREFORE, in consideration of the mutual promises and representations herein contained, the parties hereby agree as follows:

ARTICLE I.
DEFINITIONS

For the purpose of this Agreement, the following terms shall mean:

1. Area. That Area referred to generally as Silverlake and depicted on **Exhibit "A"** attached hereto. In no event shall the defined Area exceed the geographical area represented by the MUDs or the jurisdictional boundaries of the County.

2. Contract Deputy/Deputies. The additional Deputy/Deputies (whether one or more) provided by the County to the MUDs to provide the additional law enforcement services contemplated and provided for in this Agreement.

3. Equipment. Includes but is not limited to: vehicles, uniforms, cellular phones, radios, body armor, tasers, and all other materials and items necessary to carry out the terms of this Agreement.

4. Working Time. The usual or normal hours (including overtime) that a Contract Deputy/Deputies is/are required by the Law Enforcement Official to work in any calendar month. The consideration for the law enforcement services provided herein includes a share of the costs to the County for such times when officers are not available. Vacation and sick leave are earned through County service, and funeral leave is a benefit available to County employees. Therefore, "working time" shall not include vacation, sick leave, funeral leave or other county-benefit leave, and it is not anticipated that the Law Enforcement Official will authorize substitute officers to work within the area when the regularly assigned officers are not available, although the MUDs may request substitute officers if the Contract Deputies are absent for more than 2 weeks with the express understanding that the MUDs will have to pay the full cost of any substitute officers so assigned.

5. Support Duties. Activities that assist the Contract Deputy/Deputies in carrying out law enforcement activities related to the Area or are necessary for their employment with Law Enforcement Official. These include, but are not limited to, traveling to or from the area, attending training, attending job related meetings, transporting persons to jail, attending court proceedings, or facilitating vehicle repair or maintenance.

ARTICLE II. PURPOSE

The purpose of this Agreement is for the County to authorize (but not require) the Law Enforcement Official to provide additional law enforcement personnel to the designated Area under the terms and conditions herein contained. By signing this Agreement, the Law Enforcement Official agrees to provide the services referred to in Article IV under the terms and conditions of this Agreement. This Agreement shall supersede any and all prior agreements between MUDs and County regarding the employment of Contract Deputy/Deputies.

ARTICLE III.
TERM

The term of this Agreement shall be effective **December 1, 2025 at 12:00 AM** or the date signed by County, whichever is earlier, and expire on **November 30, 2026,** at **11:59 PM** ("Initial Agreement Term"), or under the terms of this Agreement.

A. It is expressly understood and agreed to by the parties that the period or term of this Agreement may be terminated without cause at any time by any party giving to the other parties at least thirty (30) days advance written notice of its intent to terminate, and specifying in the notice the effective date of the termination. Such notice shall be given by certified mail, return receipt requested, and shall be effective when mailed to the address stated in this A greement.

B. It is expressly understood and agreed to by the parties that, upon expiration of the Initial Agreement Term, this Agreement shall automatically renew for an additional one (1) year term

and renew thereafter on an annual basis, unless any party provides written notice to the other parties of nonrenewal at least thirty (30) days prior to the end of the then-current term. If any party provides timely notice of its intent not to renew this Agreement, this Agreement shall terminate on the expiration of the then-current term, unless terminated earlier in accordance with the Agreement.

C. It is expressly understood and agreed to by the parties that, notwithstanding the ability of any party to terminate this Agreement upon thirty (30) days written notice, this Agreement may be terminated by the County, with notice to the MUDs, at any time after the MUDs have defaulted in the payment of any obligation and the MUDs have been provided with a reasonable opportunity to cure such payment default.

D. It is expressly understood and agreed to by the parties that if the MUDs shall at any time be in default of any obligation of this Agreement, the MUDs shall be liable to the County for any and all expenses incurred by the County as a result of such default, including, but not limited to, attorney's fees, costs of court and interest at the rate of one percent (1%) simple interest per month, on all past due amounts.

E. The amount of expenses incurred and interest accrued, if any, shall be deemed to be in addition to any money due for law enforcement services rendered. If the term of this Agreement is terminated at any time other than at the end of a contract month, the monthly installment payment for such month shall be prorated.

ARTICLE IV CONTRACT DEPUTY/DEPUTIES

A. The County, by and through the Law Enforcement Official's Office, agrees to provide **the number of Contract Deputy/Deputies shown on Exhibit "B"** to devote 100% of their Working Time to provide law enforcement services or carry out Support Duties related to the MUDs' geographical area, subject to the provisions of Article V- B and C.

B. The Contract Deputies shall perform his/her duties under this Agreement in full compliance with the appropriate Brazoria County policies and the policies and procedures of the Law Enforcement Official's Office.

C. The Law Enforcement Official, or his representative, shall use reasonable efforts to notify the MUDs at least ten (10) days in advance of the vacation time to be taken by a Contract Deputy/Deputies. If a Contract Deputy assigned to the MUDs geographical area is on an extended leave for more than two (2) weeks, the Law Enforcement Official shall use its best efforts to reassign another Deputy to the area.

D. The Law Enforcement Official, or his representative, shall use reasonable effort to notify the MUDs as soon as possible when a Contract Deputy/Deputies is on sick leave.

E. The Contract Deputy/Deputies shall perform law enforcement services in the MUDs' geographical location depicted on **Exhibit "A"**. Law enforcement services may include, but are

not limited to: welfare checks, patrolling, preparing reports, appearing in court, investigating crimes, arresting persons and transporting suspects.

F. Scheduling and delivery of contract services provided herein shall be managed between the Law Enforcement Official and the MUDs.

G. The Contract Deputy/Deputies shall submit written copies of any felony offense reports and subsequent copies of investigative reports to the Brazoria County Sheriff's Office in the event that said report is taken.

ARTICLE V.
AUTHORITY AND COUNTY'S PEROGATIVE TO APPOINT CONTRACT DEPUTY/DEPUTIES

A. It is expressly understood and agreed to by the parties that the Contract Deputy/Deputies shall be subject to the control and supervision of the Law Enforcement Official to the same extent as the Law Enforcement Official's other deputies, and that the Contract Deputy/Deputies shall have no duty or obligation to the MUDs or the residents of the Area other than those duties and obligations that the Law Enforcement Official's deputies have to the public generally.

B. The Law Enforcement Official hereby expressly retains full and complete authority to supervise the Contract Deputy/Deputies and, in an emergency, determined solely at the Law Enforcement Official's discretion, may assign any Contract Deputy/Deputies to duties other than those to be performed pursuant to this Agreement.

C. It is expressly understood and agreed to by the parties that this Agreement is not intended (nor shall it be construed) to obligate the County and/or the Law Enforcement Official in any manner, *whatsoever,* to assign the Contract Deputy/Deputies to devote any portion of his/her Working Time to the Area.

D. It is expressly understood and agreed to by the parties that should any or all of the following conditions or events occur:

1. Law Enforcement Official does not assign the Contract Deputy/Deputies to devote 100% of his/her Working Time to the Area;
2. The Contract Deputy/Deputies is/are removed from the Area by the Law Enforcement Official; or
3. The Contract Deputy/Deputies does not devote 100% of his/her Working Time to the Area during the term of this Agreement;

Brazoria County shall have no liability or obligation whatsoever to the MUDs and/or the residents of the Area, other than to credit the MUDs the appropriate prorated refund, if any be due, as provided for herein.

ARTICLE VI. COUNTY EMPLOYEES

A. The Contract Deputy/Deputies performing duties under this Agreement shall at all times remain a County employee subject to the same rights, duties and responsibilities as the Law

Enforcement Official's other deputies.

B. The County agrees that the Contract Deputy/Deputies shall perform the services described herein in accordance with the laws of the State of Texas, Brazoria County policies and the policies and procedures of the Law Enforcement Official's Office. Further, while the County shall be responsible for the acts and omissions of its employees acting within the course and scope of their employment, such responsibility shall be subject to the terms, provisions and limitations of the Constitution and of the laws of the State of Texas including but not limited to, TEX. CIV. PRAC. & REM. §101.001, et. seq., the Texas Tort Claims Act. **THERE ARE NO WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT OR ANY SERVICES PROVIDED BY COUNTY OR THE LAW ENFORCEMENT OFFICIAL TO THE MUDS. FURTHER, SHOULD ANY WARRANTIES OR CONDITIONS BE INTERPRETED, COUNTY AND THE LAW ENFORCEMENT OFFICIAL EXPRESSLY DISCLAIM ANY SUCH WARRANTIES AND CONDITIONS.**

C. The Law Enforcement Official retains sole and independent authority regarding the hiring, supervision, discipline, and termination of the Contract Deputy/Deputies.

ARTICLE VII. INCREASES

A. The MUDs agree to pay 100% of any and all increases in the Contract Amount, including increases in the Contract Deputy/Deputies' salary, allowances, benefits, etc., that may occur during the term of this Agreement, including, but not limited to:

1. Medicare;
2. Retirement;
3. Workers Compensation/unemployment;
4. Health and Life Insurance;
5. Certification pay;
6. Any OVERTIME incurred at the request of the MUDs;
7. Any OVERTIME incurred because of law enforcement services related to the Area;
8. Death and Dismemberment Insurance; and/or
9. Cost of Living Adjustments.

This will include the time the Contract Deputy/Deputies is/are on vacation leave, is/are on sick leave, or receives/receive workers' compensation benefits.

B. Salary. Upon notice by the County to the MUDs of any such increases and/or additional expenses (whether included on **Exhibit "B"** or not), the MUDs shall pay said increased salary, allowances, benefits, additional expenses etc., in accordance with the provisions contained herein.

ARTICLE VIII. PAYMENT BY MUDS

A. All payments shall be made payable to Brazoria County and shall be delivered to the Brazoria County Treasurer, 111 E. Locust, Angleton, Texas 77515.

B. The MUDs agree to pay the County for the purposes of paying 100% of the full-time equivalent cost to the County for supplying the law enforcement services in accordance with Contract Deputy/Deputies Cost Worksheet for all presently known expenses ("Contract Amount") beginning the effective date of this Agreement. See attached **Exhibit "B"**. Both parties acknowledge and agree that the expenses shown therein are an **estimated amount,** used by Brazoria County to assess 100% (One Hundred percent) of the cost to the County for supplying the additional law enforcement services.

C. The MUDs hereby expressly agree to pay for 100% of all costs incurred by the County for providing the services hereunder, regardless of whether said expenses are set forth in **Exhibit "B"**, including but not limited to, Contract Deputy/Deputies overtime (subject to the limitations set forth in Article VII), uniforms, equipment, portable cellular phones, vehicles (not to exceed one at a time per Contract Deputy). The Contract Amount shall be determined by the County Auditor. Furthermore, said vehicle (make and type) purchase is at the discretion of the Law Enforcement Official.

D. Additional equipment not calculated in **Exhibit "B"**, but determined by the Law Enforcement Official to be necessary to carry out the law enforcement services provided for in this Agreement, shall be obtained by:

1. Purchase of the equipment by County with County funds which shall be reimbursed by MUDs in accordance with Article VIII of this Agreement;
2. Purchase of the equipment by MUDs who shall donate it to the County provided that the equipment meets the County's standards and is approved by the Law Enforcement Official before being used by the Contract Deputy/Deputies; or
3. Purchase by County with advance funds provided by MUDs.

E. The manner in which additional equipment will be purchased is solely within County's discretion.

F. In the event that a single additional equipment purchase will exceed $500.00, MUDs will be notified of the need for the equipment and allowed 30 business days to object to the purchase.

1. During the objection period, contract services will be provided, as long as the Law Enforcement Official determines that service is feasible.
2. If MUDs object to the purchase, County shall have the option to terminate this Agreement with notice.
3. MUDs will not be credited for services not performed due to equipment issues.

G. Any equipment or vehicle purchased pursuant to this Agreement shall forever become and remain the sole property of the County, regardless of County's election in Article VIII (D) of this Agreement and shall remain property of the County, even upon termination of this Agreement for any reason. In the event the County terminates this Agreement prior to one year from the effective date of this Agreement, the County agrees to pay the MUDs the then depreciated or Blue Book value, whichever is greater, of vehicles purchased by the MUDs for the County pursuant to this Agreement.

H. Actual Contract Amount will be reviewed at least semiannually and no more than quarterly,

at the discretion of the County Auditor. Proper notification of any changes will be sent no later than thirty (30) days following the end of the period being reported.

I. Payment shall be made in equal monthly installments subject to any adjustments as provided herein. On or before the tenth (10) day of each calendar month, the County shall submit an invoice to the MUDs for the services provided hereunder. Payment by the MUDs shall be due and payable within forty-five days of receipt of an invoice.

J. It is expressly understood and agreed to by the parties that if a payment due under the terms of this Agreement is not received by County within forty-five (45) days of the due date, the County is authorized to terminate this Agreement with notice and the MUDs shall have been provided with a reasonable opportunity to cure such payment default. Failure of County to make demand for payments due shall not be a waiver of the MUDs' obligations to make timely payments.

K. If any installment is for a fraction of a contract month, the amount of such installment shall be appropriately prorated.

L. The MUDs are jointly and severally liable for all payments, but Brazoria County Municipal Utility District No. 3 will be invoiced by the County and pay each invoice.

ARTICLE IX. ASSIGNMENTS

This Agreement is not assignable.

ARTICLE X. INDEMNITY AND HOLD HARMLESS

A. TO THE EXTENT ALLOWED BY LAW, THE MUDS AGREE TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS AND DEFEND THE COUNTY, ITS OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES (WHETHER 1st OR 3rd PARTY) AND RELATED COSTS, FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, DESTRUCTION OR LOSS, ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE PERFORMANCE OF THE MUDS' RESPONSIBILITIES UNDER THIS AGREEMENT, WHERE SUCH PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, DESTRUCTION OR LOSS IS CAUSED BY THE MUDS' SOLE NEGLIGENCE OR ITS SOLE INTENTIONAL ACT OR OMISSION OR WHERE SUCH PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, DESTRUCTION, OR LOSS IS CAUSED BY THE JOINT NEGLIGENCE OF THE MUDS AND ANY OTHER PERSON, OR ENTITY OR THE JOINT INTENTIONAL ACT OR OMISSION OF THE MUDS AND OTHER PERSON OR ENTITY.

ARTICLE XI. SEVERABILITY

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof, to any person or circumstance, shall ever be held by any court or regulatory authority of competent jurisdiction, to be invalid, illegal or unconstitutional for any reason, the remainder of this Agreement shall not be affected thereby, unless, in the sole opinion of the County, the purposes of this Agreement have been rendered useless.

ARTICLE XII.
ENTIRE AGREEMENT; REQUIREMENT OF A WRITING

A. It is understood and agreed to by the parties that the entire Agreement of the parties is contained herein and in the attached **Exhibits "A"** and **"B"** and that this Agreement supersedes all prior communications and negotiations among the parties, oral or written, relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.

B. Any modifications, alterations, exhibits, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

ARTICLE XIII. NOTICE

A. Any notice required or permitted under this Agreement shall be sent, postage prepaid, certified or registered mail, or delivered in person or by other electronic means, with verification, as follows:

To the **County:**

Brazoria County Sheriff
Attn.: Sheriff Bo Stallman
3602 County Road 45
Angleton, Texas 77515

Office of the Brazoria County Judge
Attn.: L.M. "Matt" Sebesta
237 E. Locust
Angleton, Texas 77515

To the **MUDs:**

Brazoria County Municipal Utility District Nos. 2 and 3
c/o Wallace & Philbin, L.L.P.
6363 Woodway Dr., Suite 800
Houston, Texas 77057

Brazoria County Municipal Utility District No. 6
c/o Schwartz, Page & Harding, L.L.P.
1300 Post Oak Blvd., Suite 2400
Houston, Texas 77056
Attention: Board of Directors

B. Any party may designate a different address by giving at least ten (10) days written notice to the other party in the manner provided above.
C.

ARTCLE XIV.
MISCELLANEOUS

A. The parties expressly understand and agree that, in the execution of this Agreement and the performance of services herein, the parties do not waive, nor shall they be deemed to have waived, any immunity or defense that would otherwise be available to the Parties or their officials, employees, and/or agents against claims arising in the exercise of governmental powers and functions, including, but not limited to, sovereign and/or governmental immunity. This Agreement is expressly made subject to the parties' sovereign and/or governmental immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code, and all applicable federal and state laws.

B. To the extent allowed by law, the MUDs hereby waive and release County and its officials, officers, employees, agents, and representatives for any and all claims arising from or related to the services provided under this Agreement.

C. County shall not be liable for any claims, costs, damages, expenses, losses, and/or liability arising out of the negligent, wrongful, or illegal acts or omissions of the MUDs or the MUDs' officials, employees, representatives, or agents in relation to any obligation or service provided under this Agreement.

D. No party may assign, lease, sublet, or transfer its interest in or obligations under this Agreement, in whole or in part, without the prior written consent of the other parties. This Agreement binds and is for the sole and exclusive benefit of the parties and their legal successors, including, without limitation, any successor governmental agency or entity to any party.

E. The parties shall not be liable or responsible to each other for any delay, loss, failure, or inability to perform their obligations as described herein which is caused by "force majeure." The term "force majeure" includes, but is not limited to, acts of God, strikes, acts of a public enemy, wars, mines or other items of ordnance, blockages, public rioting, lightning, fire, hurricanes, floods, storms, explosions, inability to obtain materials, supplies, labor permits, servitudes, or rights of way, acts or restraints of any governmental authority, epidemics, landslides, lightning storms, earthquakes, washouts, arrests, restraints of rulers and peoples, civil disturbances, breakage or accident to machinery or lines of equipment, temporary failures of equipment, freezing of equipment, and any other causes, whether of the kinds specifically enumerated above or otherwise, which are not reasonably within the control of the parties and which by the exercise of reasonable due diligence could not reasonably be prevented or overcome. In the event time limits are not met under this Agreement as a result of force majeure, the party whose performance is due shall have an extension of the time limit or deadline equal to the number of days for which the force majeure condition existed. After the force majeure condition has ended, the Agreement shall continue under the same

operations and circumstances as existed prior to the force majeure event. Events reasonably within the control of the respective party shall not constitute force majeure and shall be remedied with the exercise of due diligence. The parties shall use all reasonable means to remove all contingencies affecting the performance of this Agreement as quickly as is reasonably possible. This clause does not relieve any party from its obligations to make any payments of amounts then due for services provided or obligations contemplated and performed under this Agreement, and neither party's time for performance shall be extended for any event which is reasonably within the control of such party.

F. No amendment, modification, or alteration of the terms or provisions of this Agreement shall be binding unless it is in writing, references this Agreement, is dated subsequent to the effective date of this Agreement, and is duly executed by authorized representatives of all parties.

G. This Agreement shall not be construed in favor of or against any party on the basis that the party did or did not author this Agreement.

H. Any titles or headings of sections and paragraphs in this Agreement are included solely for convenience, shall not be considered a part of the Agreement, shall not in any way serve to modify or restrict any term or provision, and shall not be considered in ascertaining intent.

I. The parties acknowledge and agree that nothing in this Agreement shall be construed to create any rights in any person, government, or other entity not the County or MUDs. Additionally, this Agreement shall not authorize any person, government, or other entity not the County or MUDs to maintain a suit for personal injuries, property damage, or any other relief.

J. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

K. This Agreement may be executed in one or more counterparts, all of which together will be deemed an original.

L. Nothing in this Agreement shall be deemed or construed by the parties, nor any third party, as creating a relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, joint owners, or joint tenants between the parties. The parties hereby declare and acknowledge the relationship of MUDs to County is one of independent contractor, and County will not and does not have the right to control the details of the MUDs work to fulfill the obligations set forth in this Agreement. This Agreement does not and shall not be construed to entitle either party or any of their respective officials, employees, or agents, if applicable, to any benefit, privilege, or other amenities of employment from the other party.

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ARTICLE
XV.
EXECUTION

IN WITNESS WHEREOF, the parties put their hands to this Agreement on the dates indicated below.

BRAZORIA COUNTY

L.M. MATT" SEBESTA, JR.
BRAZORIA COUNTY, COUNTY JUDGE

11/18/25
Date

BO STALLMAN
BRAZORIA COUNTY SHERIFF

11/18/25
Date

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 2

SIGNATURE

10-2-2025
Date

Gerry Lowry, President of the Board of Directors
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 2

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 3

SIGNATURE

10/2/2025
Date

Karl Bernard, President of the Board of Directors
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 3

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 6

SIGNATURE

10/14/2025
Date

R. Michael Haney, President of the Board of Directors
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 6

*By law, the Brazoria County District Attorney's Office may only advise or approve contracts or legal documents on

behalf of the County. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of the County. Our approval of this document was offered solely for the benefit of the County. Other parties should not rely on this approval and should seek review and approval by their own respective attorney.

AGREEMENT FOR ADDITIONAL LAW ENFORCEMENT SERVICES AMONG BRAZORIA COUNTY AND BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NOS. 2, 3 AND 6

Exhibit "B"

A. As referenced in Article IV (A), this Agreement will be valid for up to 86 hours of coverage per 2-week pay period per full time Contract Deputy, for a sum total of 172 hours of coverage per 2-week pay period. To accomplish this, 2 Contract Deputy/Deputies will be utilized to cover the requested number of hours.

B. As referenced in Article VII (A), below is an example salary and benefit breakdown for the Contract Deputy position. Please note that this may be adjusted at any time due to changes in factors including but not limited to Brazoria County pay rates, benefits, or years of service.

Brazoria County
Salary and Benefits Projection for October, 2025

Full Time Contract Deputy:
Total Pay: $79,263
Benefits: $27,948
Total: $107,211

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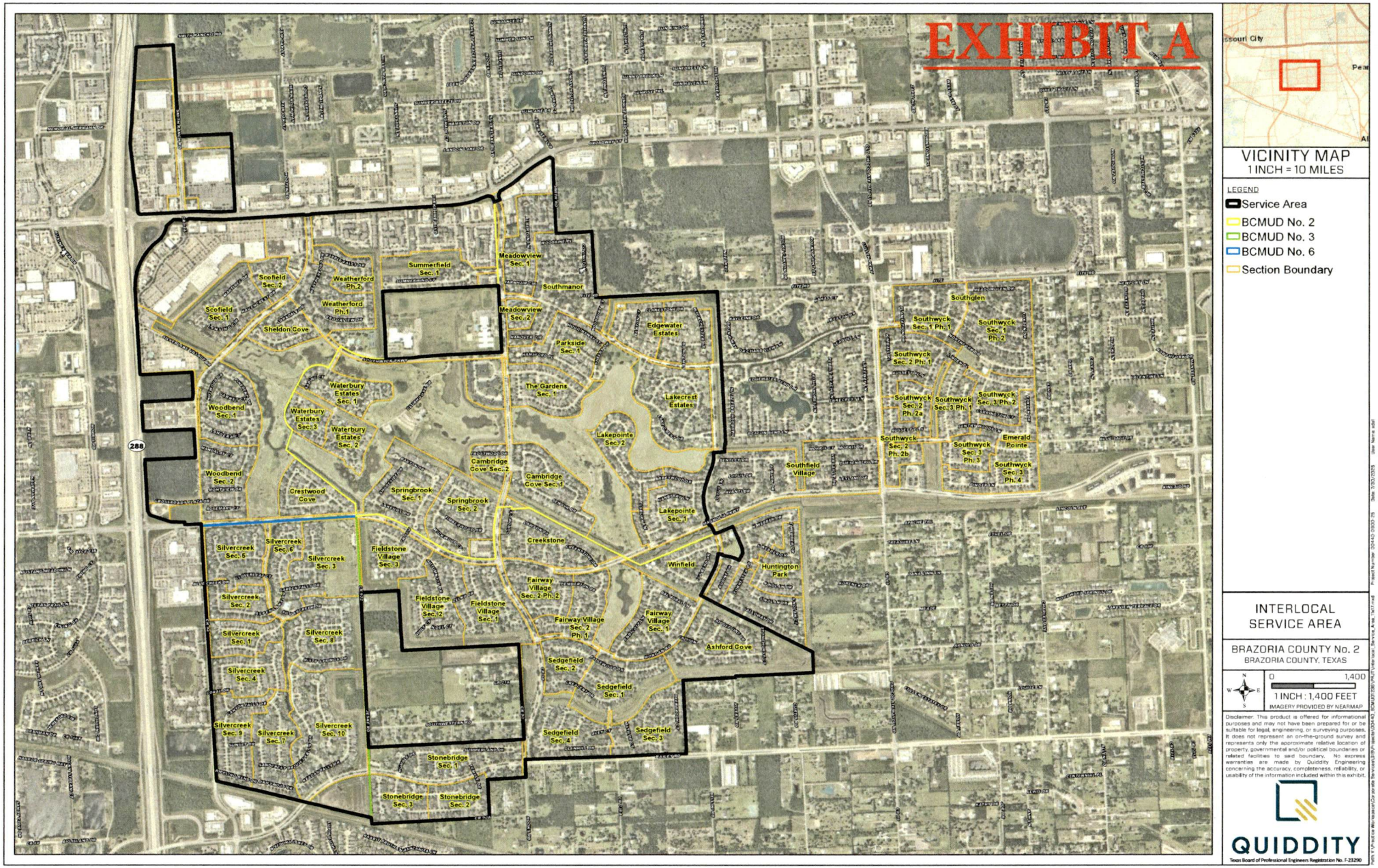

VICINITY MAP
1 INCH = 10 MILES

LEGEND
- Service Area
- BCMUD No. 2
- BCMUD No. 3
- BCMUD No. 6
- Section Boundary

INTERLOCAL SERVICE AREA

BRAZORIA COUNTY No. 2
BRAZORIA COUNTY, TEXAS

0 1,400
1 INCH : 1,400 FEET
IMAGERY PROVIDED BY NEARMAP

Disclaimer: This product is offered for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property, governmental and/or political boundaries or related facilities to said boundary. No express warranties are made by Quiddity Engineering concerning the accuracy, completeness, reliability, or usability of the information included within this exhibit.

QUIDDITY
Texas Board of Professional Engineers Registration No. F-23290

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.3. **11/18/2025**

Treasurer’s Monthly Cash and Investment Report for September 2025

Approve the Treasurer’s Monthly Cash & Investment Report for September 2025. This order and affidavit must be filed with the County Clerk. It is further requested a certified copy of this court order be returned to the County Treasurer. This report will be published on the County Website.

ANGELA DEES, CIO
BRAZORIA COUNTY TREASURER
111 E. Locust, Room 305 Angleton, Texas 77515-4654
979-864-1353 FAX 979-864-1680

Attached is the Monthly Treasurer's Report submitted by Angela Dees, Brazoria County Treasurer for the month of **September 2025**.

This report is submitted in compliance with the Local Government Code Chapter 114, Chapter 2256 and Chapter 2257. This report contains:

Commissioners' Court Affidavit: 114.026 (d)
Monies received and disbursed: 114.026 (a) (1)
Pledged Securities Management Report: 2257.021
All other proceedings in the Treasurer's office: 114.026 (a) (3)
Brazoria County general ledger fund activity: 114.026 (c)

Brazoria County Investment Portfolio for **September 2025**: 2256.023

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORTS ARE TRUE AND CORRECT."

Angela Dees, CIO
Brazoria County Treasurer

MINUTES OF COUNTY FINANCES
TREASURER'S MONTHLY REPORT AFFIDAVIT
COMMISSIONERS' COURT **November 18, 2025**

BEFORE ME, the undersigned authority, a Notary Public in and for Brazoria County, Texas, on this day personally appeared the Members of Brazoria County Commissioners' Court and who after being duly sworn upon their oaths do hereby state as follows:

The requirements of Subsection (c) of the Texas Local Government Code §114.026 have been met and that we have reviewed and examined the Monthly Report of: ANGELA DEES, Treasurer of Brazoria County, Texas for **September 2025.**

Further, having taken reasonable steps to ensure its accuracy as presented, approve the report and enter this order into the minutes which state total cash and other assets in the custody of the County Treasurer at the time of the examination to be **$181,141,216.05**

The Treasurer's report and this affidavit will be published on the Brazoria County website.

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

_____
Jay Burridge
Commissioner Precinct 1

_____
Ryan Cade
Commissioner Precinct 2

_____
Stacy L. Adams
Commissioner Precinct 3

_____
David R. Linder
Commissioner Precinct 4

SUBSCRIBED AND SWORN TO BEFORE ME THIS **18th day of November, 2025**.

_____
Notary Public in and for Brazoria County, Texas
My Commission Expires: _____

Brazoria County Bank Account Activity and Interest Report for September 2025

Account	Beginning Bank Balance 9/1/2025	Deposits and Other Credits Received	Checks and Other Debits Disbursed	Ending Bank Balance 9/30/2025	Monthly Interest Earned	Interest Rate
FIRST NATIONAL BANK OF LAKE JACKSON						
Payroll	1,789,255.59	11,915,138.74	11,927,420.21	1,776,974.12	4,458.65	2.79
Operating	7,719,736.83	25,050,051.09	23,072,638.22	9,697,149.70	20,661.96	2.79
Comptroller Direct Deposit	481,705.89	3,080,571.57	3,339,190.46	223,087.00	2,742.25	2.79
Employee Benefit Trust Fund *	248,190.72	2,985,477.92	1,826,161.43	1,407,507.21	1,666.21	2.79
Credit Card Account	571,947.53	622,866.66	15,243.16	1,179,571.03	1,871.94	2.79
E-Filing / E-Recording	279,642.00	404,749.10	79,204.25	605,186.85	1,012.16	2.79
Parks Credit Card	33,183.92	41,927.97	18,508.74	56,603.15	107.33	2.79
Electronic Collections Clearing	88,747.59	132,199.45	21,652.89	199,294.15	313.95	2.79
Brazoria County Receivables	-	598,681.88	598,681.88	0.00	11.31	2.79
Tax Assessor/Collector Veh Inventory Prop Tax	1,668,582.12	258,776.77	578.14	1,926,780.75	3,875.17	2.79
Tax Assessor/Collector Boat Sales Tax *	37,213.12	55,065.15	46,436.00	45,842.27	58.71	2.79
Tax Assessor/Collector Motor Vehicle Acct	3,900,128.23	8,917,136.64	9,742,041.28	3,075,223.59	7,100.77	2.79
Tax Assessor/Collector Boat Collections	7,059.53	96,085.66	69,539.86	33,605.33	31.48	2.79
Tax Assessor/Collector Sales Tax Account *	648,368.59	6,688,182.65	6,563,361.79	773,189.45	1,341.96	2.79
Tax Assessor/Collector Tax Account	1,985,403.97	2,679,161.55	2,398,397.40	2,266,168.12	3,715.06	2.79
County Clerk Registry Fund	2,329,178.41	6,200,360.10	597,349.27	7,932,189.24	5,602.57	2.79
District Clerk Trust Fund	4,505,893.95	72,305.64	213,436.10	4,364,763.49	10,176.00	2.79
Sheriff Barber Shop Ed Training Program *	86,429.17	1,394.52	150.00	87,673.69	199.47	2.79
Sheriff's Dept Narcotic Unit-Operations	4,626.58	4,000.00	4,200.00	4,426.58	4.30	2.79
Comm. Super & Corrections Dept. Restitution Acct	123,519.66	26,244.95	32,618.49	117,146.12	266.98	2.79
District Atty Check Collection Account	20,016.48	2,150.80	383.98	21,783.30	46.15	2.79
Investment Acct	-	4,055,497.22	4,055,497.22	0.00	1,385.94	2.79
County Clerk Juvenile Restitution	2,829.44	226.75	592.33	2,463.86	6.23	2.79
District Clerk Restitution Fund	4,465.88	230.38	0.00	4,696.26	10.30	2.79
District Atty Task Force Operations	20,200.00	0.00	0.00	20,200.00	46.41	2.79
First National Bank of Lake Jackson Totals	**26,556,325.20**	**73,888,483.16**	**64,623,283.10**	**35,821,525.26**	**66,713.26**	

Total Balance of Non-Int Earning Accts: **14,309,023.72**

Sheriff, County and District Clerks Cash Bonds; Inmate Trust; TCEQ; Bail Bond Sec; HMGP

Total balance of all accounts at First National Bank of Lake Jackson as of last day of month **50,130,548.98**

This report is presented in accordance with The Texas Government Code Title 4 Sec. 114.026 (a)(1) and I certify that to the best of my knowledge the above is the true and correct cash balance remaining in the Treasurer's custody.

Angela Dees, CIO

Brazoria County Treasurer

ANGELA DEES, CIO
BRAZORIA COUNTY TREASURER
111 E. Locust, Room 305 Angleton, Texas 77515-4654
979-864-1353 FAX 979-864-1680

Attached is a copy of the management report for the securities that were pledged to Brazoria County by First National Bank of Lake Jackson for the month of: **September 2025.**

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORT IS TRUE AND CORRECT."

Angela Dees, CIO
Brazoria County Treasurer

Safekeeping

Code / Location	Cusip / Trans#	Description / Maturity / FAS 115	Prerefund	Pool Coupon	Moody StdPoor	Original Face / Pledged Percent	Pledged Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
FHLB	3137H26Q2	FHR 5144 PB				$2,500,000.00	$2,500,000.00	$1,759,032.18	$1,759,032.18	$1,489,325.58
	625853202108301	9/25/2051		1.250		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136BJT47	FNR 2021-75 PB				$2,000,000.00	$2,000,000.00	$1,440,377.30	$1,439,259.46	$1,234,206.16
	637211202110281	11/25/2051		1.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
42 CMOs - Fixed Rate							$106,250,000.00	$30,863,214.51	$31,039,865.93	$26,273,624.00
Total Pledged 122 To: BRC		BRAZORIA COUNTY					$314,220,297.00	$55,939,065.43	$56,199,951.81	$49,185,239.83

$0.00	Munis with Maturity Under 2 Years	$44,661.74	Other securities with Stated Maturity Under 2 Years
$0.00	Munis with Maturity Over 2 Years	$55,894,403.69	Other securities with Stated Maturity Over 2 Years

** If no data is shown, then there are no pledges for the current period.

ANGELA DEES, CIO
BRAZORIA COUNTY TREASURER

Brazoria County Treasurer's Office Proceedings for September 2025

ACTIVITY	COUNT	AMOUNT
Cash Receipts issued	69	$ 358,615.47
Treasurer BCSO Transport Cash/Checks Deposits Processed	12	$ 6,651.99
Treasurer Remote Deposits Processed	61	$ 730,739.83
HealthCare Invoices processed	11	$ 1,705,217.06
Retiree Premium Processed	410	$ 53,070.38
Under 65 Retiree Prepaid 401H Reimbursements processed	0	$ -
Over 65 Retiree Prepaid 401H reimbursements processed	0	$ -
Wire Transfers executed	80	$ 18,943,552.92
Toll Road Wires Executed	8	$ 2,971,342.13
EFT files processed	16	$ 9,778,399.98
Account Payables checks printed and distributed (102101)	1242	$ 6,863,999.38
Jury Payments Processed	1611	$ 44,482.00
BCCSCD checks printed and distributed	83	$ 22,273.91
HUD checks printed and distributed	86	$ 150,991.90
Payroll checks printed and distributed (102821)	52	$ 78,787.83
Payroll advices printed and distributed (est):	0	$ -
Stop payments issued	56	$ 23,552.93
Positive Pay files processsed:	9	$ -
General ledger Journal Entries posted - BRAZO		-
Toll Road General Ledger Journal Entries Posted	14	-
Reports to State	3	
EFT Set ups, Declines and/or changes to EFT's	4	-

Submitted for compliance with Local Government Code Sec. 114.026 subsection (a)(3)
"I certify to the best of my knowledge the above information is true and correct."

Angela Dees, CIO
Brazoria County Treasurer

998 Included

Brazoria County General Ledger Fund Balance Activity
July 1, 2025 - September 30, 2025

General Ledger Fund balances are of the last day of the month and may not include all journal entries and adjustments for that month. Bank accounts have been reconciled or, are in the process of being reconciled to general ledger since this report was generated. Submitted for compliance with Local Government Code Sec. 114.026 subsection (c)

	Cash				Investments			
Fund	**Opening GL Balance**	**GL Debit**	**GL Credit**	**GL Ending Balance**	**Opening GL Balance**	**GL Debit**	**GL Credit**	**GL Ending Balance**
10000 - General Fund	-$5,752,946.15	$174,621,602.59	-$185,344,626.97	-$16,475,970.53	$125,384,156.16	$27,970,225.50	-$71,016,012.57	$82,338,369.09
10100 - General Fund - Construction	$105,084.63	$0.00	-$7,640.38	$97,444.25				
10110 - Grand Parkway								
10200 - Juv Prob Fees	$14,128.83	$238.04	-$6,505.39	$7,861.48				
10300 - Unclaimed Juvenile Restitution	$11,568.52	$26.27	$0.00	$11,594.79				
10340 - Constable 4 Marine Team	$60,664.77	$664.11	$0.00	$61,328.88				
10350 - Sheriff Special Response Team	$8,870.38	$72.38	-$2,802.90	$6,139.86				
10351 - Sheriff Drone Team	-$11,458.47	$0.00	-$2,161.12	-$13,619.59				
10352 - Sheriff Marine Team	-$7,596.88	$0.00	-$2,404.73	-$10,001.61				
10353 - Sheriff Dive Team	-$9,516.81	$0.00	-$435.95	-$9,952.76				
10400 - Env Health-Retail Food Permits	-$30,528.99	$96,628.81	-$125,791.22	-$59,691.40				
10500 - District Clerk Contingency	$564,984.65	$6,201.78	-$11.69	$571,174.74	$307,938.67	$3,341.94	$0.00	$311,280.61
10600 - Fire Training Field	$14,022.74	$152.05	-$201.38	$13,973.41				
10700 - Parks Special Events	$26,445.26	$1,037.08	-$229.62	$27,252.72				
10710 - Parks SFA Special Projects	$11,095.63	$989.50	-$520.25	$11,564.88				
10850 - CPS-Donations	$44,438.83	$6,001.62	-$3,433.01	$47,007.44				
20000 - Road and Bridge Non-Construct	$13,489,091.59	$8,634,962.87	-$15,393,963.54	$6,730,090.92	$35,943,915.45	$394,475.89	$0.00	$36,338,391.34
20500 - Road and Bridge Construction	-$62,643.02	$3,321,761.47	-$2,494,911.99	$764,206.46				
30000 - USDA-WIC								
30100 - HHSC Women Infants & Children	-$318,862.84	$1,145,162.03	-$1,153,685.94	-$327,386.75				
30200 - USDA-WIC Peer Counseling								
30300 - USDA-WIC Registered Diet								
30400 - USDA-WIC Lactation Reimb.								
30502 - HHS-PPCPS-CRI	-$8,769.37	$41,527.72	-$39,326.18	-$6,567.83				
30600 - HHS-RLSS-LPHS	-$3,993.20	$31,068.54	-$32,041.48	-$4,966.14				
30701 - HHS-CPS/HCID-PHEP								
30702 - HHS-CPS/UNIQUE								
30705 - HHS-PPCPS-HAZARDS	-$18,015.46	$80,667.10	-$63,132.07	-$480.43				
30706 - 2017 Hur Public Hlth Crisis R								
30707 - COVID-19 Health Grant								
30708 - COVID19-2 Health Grant								
30709 - COVID-19 Vaccination Capacity								
30710 - HHS-INFECTIOUS_DIS_CONTRL_UNIT	-$16,629.28	$73,393.88	-$66,286.72	-$9,522.12				
30711 - COVID Health Disparities	$0.01	$302,339.74	-$302,339.75	$0.00				
30712 - COVID-PH Workforce Capacity	$0.00	$101,231.85	-$101,231.85	$0.00				
30713 - PHIG-Public Hlth Infrastructur	-$9,569.35	$118,304.96	-$139,371.50	-$30,635.89				
30714 - HHS-Medical Reserve Corps	$0.00	$23,621.00	-$23,621.00	$0.00				
30800 - HHS-CPS-Title IV-E-FCM	-$14,996.92	$43,996.59	-$60,088.33	-$31,088.66				
30850 - HHS-CPS-Title IV-E Legal Svcs	-$610,908.39	$672,810.19	-$433,305.79	-$371,403.99				
31100 - DHS-Repetitive Flood Claims								
31300 - DHS-Buffer Zone Protection	$319.21	$0.00	$0.00	$319.21				
31500 - DHS-St Homeland Sec-UASI	-$85,480.00	$177,944.92	-$92,944.92	-$480.00				
31501 - DHS-St-UASI-M&A	-$717.42	$2,082.82	-$1,569.36	-$203.96				
31502 - DHS-St-UASI SWAT								
31503 - DHS-St-UASI Portable Radios								
31504 - DHS-Ballistic Vests	$0.00	$8,000.00	-$8,000.00	$0.00				
31505 - DHS-Dispatch Console Upgrade	$0.00	$244,762.00	-$244,762.00	$0.00				
31506 - DHS-BC Mobile Command Trailer	-$104,507.52	$209,015.04	-$281,522.54	-$177,015.02				
31508 - DHS-BC Mobile Command Vehicle	-$90,104.00	$180,208.00	-$90,104.00	$0.00				
31550 - DHS-Breach Attack Simulation								
31600 - DHS-St Homeland Security	$500.00	$0.00	$0.00	$500.00				
31611 - DHS-Victoria OPSG	$0.00	$1,300.60	-$650.30	$650.30				
32013 - Section8-Adm								
32019 - HUD-2019-Section 8 Housing-ADM								
32022 - HUD-AllYrsSection8 Housing-ADM	$1,408,864.17	$1,097,208.29	-$1,080,942.57	$1,425,129.89				
32030 - HUD-AllYrs-Section 8-SVs-ADM	-$2,009.85	$0.00	-$22.00	-$2,031.85				
32052 - HUD-AllYrs-Section 8-EHV-ADM	$229,069.52	$154,985.10	-$106,712.31	$277,342.31				
32119 - HUD-2019-Section 8 Housing-HAP								
32120 - HUD-2020-Section 8 Housing-HAP								
32121 - HUD-2021-Section 8 Housing-HAP								
32122 - HUD-2022-Section 8 Housing-HAP								
32123 - HUD-AllYrs-Section8Housing-HAP	$83,551.46	$2,489,951.00	-$2,432,233.42	$141,269.04				
32130 - HUD-AllYrs-Section 8-SVs-HAP								
32153 - HUD-AllYrs-Section 8-EHV-HAP	$32,624.54	$150,786.50	-$156,303.00	$27,108.04				
32211 - HUD-CDBG-2011								
32212 - HUD-CDBG-PY2012								
32213 - CDBG	-$164,899.10	$1,186,251.69	-$1,039,150.16	-$17,797.57				
32214 - HOME	$25,645.10	$250,340.85	-$271,590.25	$4,395.70				
32215 - ESG	$56.43	$2,675,583.45	-$2,675,639.88	$0.00				
32600 - HUD-Texas CDBG	-$447,160.07	$179.68	-$35,030.48	-$482,010.87				
32610 - HUD-2016 Flood GLO	-$172,455.62	$2,464.42	-$4,689.31	-$174,680.51				

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
32620 - HUD-Harvey GLO	-$66,130.17	$501,448.96	-$360,229.77	$75,089.02				
33200 - USDOJ-Crime Vict Assist-VOCA	-$54,359.66	$270,252.01	-$253,722.75	-$37,830.40				
33250 - USDOJ-CSCD-Victim Svcs Prg								
33251 - USDOJ-CSCD-VSP	-$1,934.16	$7,736.64	-$6,769.60	-$967.12				
33300 - USDOJ-Drug Court Program	-$1,664.74	$56,652.76	-$77,031.58	-$22,043.56				
33301 - OOG - Mental Health Court	-$55,987.81	$144,611.78	-$96,407.81	-$7,783.84				
33303 - OOG-Body Worn Cameras								
33305 - OOG-Radio Communications Tower	$0.00	$712,719.15	-$712,719.15	$0.00				
33310 - USDOJ-DWI Court Program	-$3,100.87	$64,965.86	-$68,628.04	-$6,763.05				
33320 - USDOJ-Veterans Court Program	$17,678.39	$43,132.42	-$55,210.66	$5,600.15				
33330 - USDOJ-Domestic Violence Court	-$22,850.75	$74,536.02	-$63,470.81	-$11,785.54				
33415 - OJP-Edward Byrne Mem JAG Grant	$18,985.00	$0.00	-$1,212.00	$17,773.00				
33500 - USDOJ-DEA-Narcotics OT Exp	-$2,279.43	$28,139.76	-$28,388.67	-$2,528.34				
33510 - USDOJ-Organized Crime Drug Enf								
33515 - Auto Theft Task Force								
33516 - Texas Anti-Gang Program								
33517 - Auto Theft Task Force	-$63,451.97	$231,009.97	-$220,871.65	-$53,313.65				
33518 - Texas Anti-Gang Program								
33520 - Jim Wells County S.O - S.O. OT								
33530 - JLEO - Join Law Enforcement Op								
33900 - USDOJ-SCAAP	$196,582.71	$2,152.05	$0.00	$198,734.76				
34105 - TPW-HRCP-COL BOTTOMLAND PROJ								
34106 - TPW-Resoft Park Trail Dvlpmt								
34107 - TPW-Follets Island-Parking Lot								
34108 - TPW-FM 2918 Boat Ramp Reno	-$0.01	$7,765.76	-$13,658.00	-$5,892.25				
34200 - DOI-Parks Boating Access								
34250 - DOI-Swan Lake Boat Ramp								
34400 - USDOT-CR 257 Repairs								
34600 - FEMA- Flood Disaster 2015								
34610 - FEMA - Flood Disaster 2016								
34615 - FEMA-Harvey 2017	$861,774.27	$242,810.18	-$121,405.09	$983,179.36				
34616 - FEMA-Hazard Mitigation Grant P	-$2,060,414.15	$4,897,058.77	-$2,948,773.52	-$112,128.90				
34619 - Fema - Flood Disaster 2019								
34620 - CARES-Coronavirus Relief Fund								
34621 - FEMA-Laura 2020								
34623 - FEMA-DR4485TX COVID19 Pandemic	$0.00	$3,249,307.48	-$3,249,307.48	$0.00				
34624 - FEMA Winter Storm-inc pd 2.11	-$233,491.82	$9,315.54	-$4,657.77	-$228,834.05				
34625 - FEMA-Nicholas 2021								
34626 - FEMA-Beryl 2024	-$1,027,895.17	$80,677.34	-$231,028.13	-$1,178,245.96				
34627 - January 2025 Winter Storm								
34715 - FCC-E-Rate Library Program	-$44,460.14	$88,331.48	-$87,553.82	-$43,682.48				
34717 - FCC-Library ECF Funding	$3,479.74	$6,959.48	-$10,439.22	$0.00				
34820 - USDC-SLP Dune Walkover								
34850 - USTREAS-Restore Act Projects	-$279,692.27	$3,236.18	-$24,701.41	-$301,157.50				
34851 - Emergency Rental Assistance								
34852 - Emergency Rental Assistance 2								
34855 - American Rescue Plan-2021CLFRF	$18,874,703.67	$0.00	-$2,769,851.74	$16,104,851.93	$4,141,885.63	$45,829.04	$0.00	$4,187,714.67
34856 - ARP-Emerg Food & Shelter Prg								
34857 - LATCF-Tribal Consistency Fund	$0.00	$171,347.84	-$171,347.84	$0.00				
34860 - DOI-Parks - CIAP Grant								
34880 - TXDOT-SH288 Truck Weigh Statn								
34881 - TXDOT-CR58 PH II (CSJ304)	-$5,720,787.84	$153,092.89	-$484,082.47	-$6,051,777.42				
34882 - TXDOT-CR59 (CSJ 305)	-$2,162,583.59	$0.00	-$6,699.90	-$2,169,283.49				
34883 - TXDOT-CR101 Widening (CSJ303)	-$777,188.46	$0.00	$0.00	-$777,188.46				
34901 - USDOT-22CVANGLE-RescuePlan								
34902 - USDOT-21CRANGLE-Covid19Relief								
34912 - USDOT-1212ANGLE-Wildlife								
34913 - TXDOT 1312ANGLE-APRON								
34922 - TXDOT - 2212ANGLE	$0.00	$5,500.00	-$5,500.00	$0.00				
34923 - TXDOT - 2612ANGLE	-$1,600,000.00	$0.00	$0.00	-$1,600,000.00				
34925 - TXDOT ? CARES 20CRANGLE								
34960 - TDEM-Airport Generator								
35000 - TJJD-State Aid	$665,269.23	$611,469.33	-$785,886.09	$490,852.47				
35010 - TJJD-Salary Adjustment Grant	$170,531.63	$253,060.39	-$493,776.12	-$70,184.10				
35015 - Supplemental & Emergent Funds	$15,000.00	$0.00	-$15,000.00	$0.00				
35650 - TJPC-JJAEP-Boot Camp-8/31	-$530,084.00	$142,469.32	-$347,933.61	-$735,548.29				
35660 - TJPD-JJAEP Discretionary								
35800 - TJPC-JJAEP-Boot Camp-7/31								
35900 - TJJD-Mental Health Services								
35950 - TJJD-RDA-RegDiversionAlt-"R"	-$8,850.00	$90,270.00	-$81,420.00	$0.00				
36076 - TPW-Resoft-Shoreline Improveme								
36120 - SOS-Voting machines reimb								
36130 - Inactivate Body Worn Cameras								
36135 - NRA Foundation	$3,000.00	$0.00	$0.00	$3,000.00				
36150 - H-GAC-Tire Collection Grant	-$61,984.79	$84,907.20	-$50,399.25	-$27,476.84				
36410 - Texas Veterans Treatment Crt	-$3,037.86	$6,075.72	-$3,037.86	$0.00				
36602 - GLO-CEPRA-SLP	$15,036.50	$0.00	$0.00	$15,036.50				
36603 - GLO-Follett Dune Restoration	$1,117,158.42	$25,655.78	-$137,219.00	$1,005,595.20				
36605 - GLO-Beach User Fees	-$420,990.83	$256,574.40	-$477,982.44	-$642,398.87				
36606 - GLO_CMP_SJP	-$357,210.98	$717,450.44	-$360,166.27	$73.19				
36801 - TXDOT-CR 48 PROJECT								
36802 - TXDOT-CTIF(Cty Trans Infr Fnd)	$0.00	$1,247,403.20	-$1,247,403.20	$0.00				
37000 - OAG-VAG Grant	-$10,329.39	$57,634.67	-$52,624.17	-$5,318.89				
37100 - OAG-TEXAS VINE CONTR	-$7,798.46	$15,596.92	-$15,596.90	-$7,798.44				
37200 - DFPS-CPS-Title IV-B-Concr Svc								

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
37300 - TDHCA-Amy Young Barrier Remova								
37400 - TDH-Immunization	-$8,060.29	$99,807.96	-$115,358.71	-$23,611.04				
37710 - OAG-Opioid Settlement	$371,020.17	$0.00	$0.00	$371,020.17				
37800 - OAG-Regional Juv Mental Hlth S	-$1,800.00	$3,100.00	-$1,300.00	$0.00				
37913 - TXDOT-M312ANGLE-FY13RAMP								
37914 - TXDOT-M212ANGLE-FY14RAMP								
37916 - TXDOT-M1612ANGL-FY16RAMP								
37917 - TXDOT-FY17RAMP								
37923 - TXDOT-FY23RAMP								
37924 - TXDOT-FY24RAMP	$0.00	$111,844.11	-$111,844.11	$0.00				
37925 - TXDOT-FY25RAMP	-$7,000.00	$7,000.00	$0.00	$0.00				
37950 - TXDOT-Airport Layout-19MPANGLE								
38000 - Fire Code Inspection & Permit	$507,245.20	$385,534.45	-$660,022.34	$232,757.31				
38010 - Economic Development Tax Abate	$1,896.84	$20.76	$0.00	$1,917.60				
38020 - BC Industrial Development Corp	$102,776.80	$1,011.42	$0.00	$103,788.22				
38100 - Vital Statistics Fee	$146,770.31	$6,682.66	-$1,290.00	$152,162.97				
38110 - CC Records Mgmt-Recording	$586,798.85	$534,798.35	-$336,719.89	$784,877.31	$1,103,394.61	$11,974.61	$0.00	$1,115,369.22
38120 - CC Records Archive	$3,005,510.91	$379,516.41	-$617,807.03	$2,767,220.29				
38130 - CC Records Mgmt-Criminal	$181,132.92	$15,931.49	-$43,157.83	$153,906.58				
38200 - CC Records Mgmt-Civ,Crim,Prob	$201,751.18	$2,335.90	-$3,003.47	$201,083.61	$364,069.49	$3,951.09	$0.00	$368,020.58
38210 - County Graffiti Eradication	$3,341.13	$36.59	$0.00	$3,377.72				
38220 - CC-DC Technology	$156,474.70	$5,035.82	-$1,361.31	$160,149.21				
38230 - CC Records Preservation	$124,040.77	$1,663.25	$0.00	$125,704.02				
38240 - CC-DC Specialty Court	$207,171.25	$19,896.95	-$7,216.83	$219,851.37				
38250 - CCSB41 Consolidated Rec Mgmt	$163,081.07	$25,578.57	-$10,615.00	$178,044.64				
38251 - CCSB41 Clerk of Court Account	$328,517.76	$50,710.90	-$21,625.00	$357,603.66				
38300 - Child Abuse Prevention Fund	$2,233.82	$329.26	-$132.10	$2,430.98				
38310 - Family Protection Fund								
38320 - DC Records Management	$72,636.39	$7,147.74	-$2,441.18	$77,342.95				
38330 - DC Records Archive	$45,828.19	$413.07	-$38.42	$46,202.84				
38340 - DC Records Preservation	$23,074.81	$329.88	-$43.35	$23,361.34				
38350 - DC Records Technology	$40,410.31	$467.93	-$13.38	$40,864.86				
38360 - DCSB41 Consolidated Rec Mgmt	$498,589.59	$92,296.61	-$37,701.67	$553,184.53				
38361 - DCSB41 Clerk of Court Account	$789,004.17	$140,590.75	-$56,563.79	$873,031.13				
38400 - Justice Court Bldg Security	-$179,573.50	$376,349.08	-$190,576.52	$6,199.06				
38410 - Justice Court Technology Fund	$781,038.04	$32,725.89	-$17,160.37	$796,603.56				
38420 - JPSB41 Support Fund	$925,188.73	$152,477.87	-$43,593.68	$1,034,072.92				
38440 - Specialty Court Stipends								
38500 - Courthouse Security	$309,401.36	$225,081.76	-$327,420.60	$207,062.52				
38501 - Courthouse Attny Access Card	$20,270.57	$1,137.90	-$615.00	$20,793.47				
38510 - SB41 Court Facility Fee Fund	$428,038.06	$73,476.69	-$35,042.87	$466,471.88				
38511 - SB41 County Jury Fund	$214,014.58	$36,783.34	-$14,992.35	$235,805.57				
38512 - SB41 Language Access Fund	$176,029.09	$29,362.80	-$9,736.27	$195,655.62				
38513 - SB41 Guardianship Fund	$37,657.35	$5,449.41	-$2,670.00	$40,436.76				
38514 - SB41 Court Report Service Fund	$535,048.04	$91,860.93	-$37,430.87	$589,478.10				
38515 - SB41 Appellate Judicial System	$107,090.92	$18,402.54	-$7,501.18	$117,992.28				
38516 - SB41 Judicial Edu and Support	$18,323.06	$2,624.11	-$1,285.00	$19,662.17				
38600 - LEOSE	$89,916.29	$2,298.28	-$6,764.13	$85,450.44				
38710 - D A Hot Check Collection	$6,568.51	$596.91	-$596.19	$6,569.23				
38720 - D A Supplemental	$2,552.28	$8,910.98	-$4,163.05	$7,300.21				
38730 - D A Forfeiture, CCP Chapter 59	$608,591.50	$177,823.77	-$96,578.55	$689,836.72				
38750 - Pretrial Diversion	$298,491.14	$201,838.13	-$168,927.78	$331,401.49				
38810 - Voter Registration	-$1,500.00	$0.00	-$35,529.86	-$37,029.86				
38820 - Special Inv,Dealer Escrow-Tax	$234,242.51	$22,677.19	-$4,565.82	$252,353.88	$35,968.53	$390.31	$0.00	$36,358.84
38830 - Scofflaw Fees, TTC Sect 502.01	$2,335.06	$25.56	$0.00	$2,360.62				
38910 - Election Services Contract	$404,843.83	$149,975.12	-$323.34	$554,495.61				
38920 - Elections - HAVA Equip. Rental	$1,374,987.29	$15,052.33	$0.00	$1,390,039.62				
39020 - Constable Pct 2 Forfeiture	$3,058.66	$33.49	$0.00	$3,092.15				
39040 - Constable Pct 4 Forfeiture	$2,465.05	$26.99	$0.00	$2,492.04				
39100 - Sheriff Contraband Forfeiture	$77,205.31	$927.38	-$46,451.90	$31,680.79				
39110 - Braz Cnty Narcotics Task Force	$1,476,271.89	$163,834.11	-$152,523.45	$1,487,582.55				
39120 - Sheriff Commissary Fund	$1,628,552.06	$709,318.53	-$597,164.00	$1,740,706.58				
39130 - Sheriff-Federal Forfeiture	$648,003.67	$437,380.76	-$217,608.55	$867,775.88				
39200 - Juvenile Case Manager Fund	$26,119.94	$81.57	-$41.57	$26,159.94				
39210 - Bond & Occupational LSF	$3,101.16	$77,097.47	-$53,321.40	$26,877.23				
39300 - Reliant Energy CARE Program	$20,250.16	$0.00	-$7,004.32	$13,245.84				
39305 - Direct Energy N2N	$1,018.08	$0.00	-$1,018.08	$0.00				
39306 - Cirro Energy - Utility Assist.	$5,190.35	$0.00	-$720.58	$4,469.77				
39310 - UnitedWay-Emergency Assistance								
39390 - SETH-SE TX Housing Fln. Corp.	$230.31	$2.53	$0.00	$232.84				
39410 - Library-Special Projects	$320,460.85	$6,051.69	-$6,298.18	$320,214.36				
39420 - Tocker Foundation Grant								
39500 - SEP-Wastewater-EnvHlth-TCEQ	$24,093.84	$0.00	-$5,109.00	$18,984.84				
39615 - TPW Foundation-Grt TX Birding	$10,000.00	$0.00	$0.00	$10,000.00				
39620 - Shoreline Rest. Task Force	$36,902.46	$403.98	$0.00	$37,306.44				
39630 - 2006 GoM Energy Security Act	$4,519,569.50	$49,204.49	-$31,137.78	$4,537,636.21				
39700 - Lateral Road Fund								
39710 - Road & Bridge, Ch 152, Tx Code								
39720 - Special Projects								
39764 - Riverside Est Spcl Assmt	$11,786.09	$0.00	$0.00	$11,786.09				
39766 - Twin Lakes Assmt	$42,174.00	$1,504.00	$0.00	$43,678.00				
39768 - Old Coffee Plantation Sp Asses	$14,628.60	$0.00	$0.00	$14,628.60				
39769 - Lindell-Hudspeth Dr Spec Asses	$0.00	$27,039.07	-$71,635.31	-$44,596.24				
39770 - Lindell-Frio Dr Spec Assess	-$50,292.84	$0.00	-$9,928.36	-$60,221.20				
39771 - Lindell-Donley Dr Spec Assess	-$68,615.00	$0.00	$0.00	-$68,615.00				

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
39772 - Pinetree Trail Rd Spec Assess								
39774 - Forest Loop Special Assessment								
39775 - River Road (CR31a) Spec Assess								
39776 - Mustang Spur Spec Assess								
39777 - Jasper Special Assessment								
39778 - River Road Special Assessment								
39779 - Forest Loop Road Special Asses	$75,061.36	$0.00	$0.00	$75,061.36				
39780 - Marydean St Special Assessment	$0.00	$0.00	-$8,000.00	-$8,000.00				
39781 - Delores St Special Assessment	$0.00	$0.00	-$8,000.00	-$8,000.00				
39782 - Loop Dr Special Assessment	$0.00	$0.00	-$8,000.00	-$8,000.00				
39800 - Law Library	-$163,186.53	$216,746.17	-$175,919.16	-$122,359.52	$135,390.96	$1,469.30	$0.00	$136,860.26
39900 - Mosquito Control District	$1,084,357.81	$544,190.09	-$1,230,430.94	$398,116.96	$444,134.60	$4,820.00	$0.00	$448,954.60
40000 - 2012 Gen Oblig Rfd (2003 CO)								
41000 - 2016 Limited Tax Rfd (2006 CO)	$658,268.71	$84,501.26	-$27,694.28	$715,075.69	$560,718.20	$6,085.23	$0.00	$566,803.43
42000 - 2021 Gen Oblig Rfd (2012 CO)	$247,687.71	$140,606.50	-$289,223.70	$99,070.51				
42100 - 2018 Cert of Oblig-I,S	$620,796.92	$52,404.60	-$146,666.37	$526,535.15				
42200 - 2021 CO-Courthouse Campus I,S	$2,952,277.84	$263,546.94	-$1,659,593.36	$1,556,231.42				
44000 - Toll Road-SH288-I&S	$292,309.22	$19,146,836.29	-$9,046,897.63	$10,392,247.88				
44100 - Toll Road-288EXT-I&S	$394,800.00	$866,940.05	-$1,155,925.00	$105,815.05	$6,711.68	$0.00	$0.00	$6,711.68
45000 - Road Bonds-Mobility-I,S	$1,761,449.23	$195,639.04	-$300,203.21	$1,656,885.06	$1,007,916.16	$10,938.49	$0.00	$1,018,854.65
51000 - 2006 Certificate of Obligation								
52000 - 2012 Cert of Oblig,C,M								
52100 - 2018 Cert of Oblig,C,M	$2,152,407.46	$19,199.89	-$610,540.12	$1,561,067.23				
52200 - 2021 CO-Courthouse Campus C,M	-$7,989,135.40	$0.00	-$2,181,124.88	-$10,170,260.28				
52201 - 2022 EOC State Allocation	$0.00	$4,806,654.70	-$4,806,654.70	$0.00	$0.00	$60,212.36	-$60,212.36	$0.00
54000 - Toll Road-SH288-C & M	$749,510.73	$98,544,178.36	-$99,292,438.79	$1,250.30	$2,188,166.10	$23,648.25	-$2,204,311.48	$7,502.87
54100 - Toll Road-SH288EXT-C & M	$2,266,296.41	$4,000,000.00	-$4,217,933.09	$2,048,363.32	$21,644,569.35	$225,855.32	-$4,000,000.00	$17,870,424.67
55000 - Mobility Plan								
57200 - Ring of Honor	$67,018.63	$733.67	$0.00	$67,752.30				
60500 - Airport Operating	-$2,274,827.33	$1,422,020.92	-$1,527,340.12	-$2,380,146.53				
61000 - BCTRA O&M SH288	$16,674,409.21	$6,230,871.64	-$15,221,355.76	$7,683,925.09	$24,732,635.75	$263,160.40	-$2,000,000.00	$22,995,796.15
64000 - BCTRA FM518 PEDC-SH288	$305,888.28	$440.99	$0.00	$306,329.27				
64100 - BCTRA Contributions-SH288								
64200 - BCTRA FM518 TXDOT-SH288	-$26,075.30	$0.00	$0.00	-$26,075.30				
64510 - BCTRA Preliminary-288 Extn	-$2,283,273.94	$3,675,768.16	-$1,392,494.22	$0.00				
71000 - Health Care Benefits	-$480,653.55	$9,763,240.63	-$8,306,906.98	$975,680.10	$2,415,522.52	$21,832.13	-$1,000,000.00	$1,437,354.65
72000 - Employee Health Clinic	$248,306.80	$228,657.43	-$340,269.58	$136,694.65				
73000 - Insurance Reserve	$350,691.73	$36,954.58	-$161,820.17	$225,826.14	$706,091.86	$7,662.82	$0.00	$713,754.68
81000 - B Cnty Groundwatr Conserv Dist	$2,667,344.28	$302,443.22	-$294,827.18	$2,674,960.32				
81100 - Braz Cnty Toll Road Authority								
81500 - CSCD DP6 - SUD Program	-$22,574.43	$168,625.54	-$227,123.53	-$81,072.42				
81600 - CSCD-TAIP Treatment Alter.	$17,628.86	$67,289.51	-$63,617.19	$21,301.18				
81700 - CSCD DP17 - MHealth Caseloads	$24,711.76	$96,055.03	-$111,794.42	$8,972.37				
81800 - CSCD Basic Supervision Prog	$925,868.75	$2,848,642.24	-$2,819,485.84	$955,025.15				
81850 - CSCD-Evidence Based Assesment								
81900 - CSCD CC4 - High Risk Program	$123,935.59	$164,042.59	-$168,212.47	$119,765.71				
82000 - CSCD-Comm Corr-Life								
82100 - CSCD CCS- Sex Offender Program	$32,446.03	$181,769.41	-$151,961.75	$62,253.69				
82200 - CSCD-Comm Corr-Substance Abuse								
82300 - CSCD DP4 - High Risk Program	$21,009.00	$97,660.15	-$108,217.86	$10,451.29				
82400 - CSCD-New Caseload Reduction-DP								
82500 - CSCD DP30 - SUD Trt Pgm	$89,938.90	$258,835.51	-$259,925.09	$88,849.32				
82600 - CSCD-Mental Health Treatment	$10,597.18	$31,442.25	-$31,087.01	$10,952.42				
82700 - CSCD DP33-Pre-Trial Diversion	$0.00	$3,176.96	-$1,852.97	$1,323.99				
88000 - Trust & Agency								
88200 - Brazos Mall								
88300 - SH288 @ CR 56 Overpass								
89000 - Historical Commission	$1,784.58	$19.54	$0.00	$1,804.12	$16,577.83	$179.88	$0.00	$16,757.71

Brazoria County Portfolio Report for September 2025

Current Date: 9/30/2025

Fund	Descr	Type	CUSIP	Coupon	Settle Date	Maturity Date	Next Call Date	Par Value	Purch Price	Purch Cost	Book Value	Mkt Price	Mkt Value	Days to Mat	YTM	Interest Earned
10000	FHLB	Agency	3130B4SA0	4.600	01/28/25	01/28/28	01/28/26	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	1.0000	$ 2,000,000.00	850	4.600	
10000	FFCB	Agency	3133EREXE6	4.290	10/22/24	10/15/26	10/15/25	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	0.9994	$ 1,997,440.00	380	4.290	
10000	FHLB	Agency	3130B3C35	4.350	10/22/24	10/21/27	10/21/25	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	0.9992	$ 1,998,140.00	751	4.350	
10000	FNMA	Agency	3136GAB65	4.700	02/25/25	02/25/28	02/25/26	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	1.0014	$ 1,999,840.00	878	4.700	
10000	FFCB	Agency	3133ETTC1	4.080	08/14/25	08/14/28	08/14/26	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	0.9999	$ 2,000,160.00	1049	4.400	
10000	FFCB	Agency	3133ETNH6	4.253	06/30/25	03/30/27	12/30/25	2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	0.9997	$ 2,000,000.00	546	4.253	
10000	FHLB	Agency	3130B7VL5	4.150	09/29/25	09/15/28	12/15/25	2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	0.9999	$ 2,000,000.00	1081	4.150	
matured or called																
10000	FNMA	Agency	3136GADV8	4.550	03/25/25	03/24/28	09/24/25	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	1.0000	$ 2,000,000.00	906	4.550	$ 45,247.22
10000	FNMA	Agency	3133ETEC7	4.500	04/25/25	01/24/28	07/24/25	$ 2,000,000.00	100.00	$ 2,000,000.00	$ 2,000,000.00	1.0000	$ 2,000,000.00	846	4.500	$ 10,250.00
997	TexPool	LGIP		4.252				$ 74,092,233.87	100.00	$ 74,092,233.87	$ 74,092,233.87	100.00	$ 74,092,233.87	1	4.252	$ 287,441.82
998	Texas Class	LGIP		4.350				$ 38,922,853.20	100.00	$ 38,922,853.20	$ 38,922,853.20	100.00	$ 38,922,853.20	1	4.350	$ 138,884.24
999	Depository	Cash		2.970				$ 50,130,548.98	100.00	$ 50,130,548.98	$ 50,130,548.98	100.00	$ 50,130,548.98	1	2.970	$ 66,713.26
								$ 181,145,636.05		**$ 181,145,636.05**	**$ 181,145,636.05**		**$ 181,141,216.05**			**$ 548,536.54**

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023 and complies with the Investment Strategy of Brazoria County's Investment Policy and I certify that to the best of my knowledge the above is true and correct.

Angela Dees, CIO
Brazoria County Treasurer

Monthly Interest Earned for Fiscal Year 2025

	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Annual Earned
BANK	81,973.79	116,152.20	185,339.84	383,465.83	156,751.13	104,485.67	102,010.78	363,247.58	88,984.60	101,195.11	92,630.60	282,810.31	77,622.45	85,128.95	66,713.26	229,464.66	**1,258,988.38**
				-				-									
TEXPOOL	372,169.29	290,647.25	415,789.51	1,078,606.05	466,496.06	587,732.84	576,186.80	1,630,415.70	505,041.46	464,095.47	402,340.38	1,371,477.31	401,835.01	366,990.20	287,441.82	1,056,267.03	**5,136,766.09**
								-									
Texas Class	159,160.06	149,797.78	151,055.13	460,012.97	145,585.33	130,529.26	143,219.76	419,334.35	139,060.16	143,320.31	139,016.83	421,397.30	144,319.79	144,327.11	138,884.24	427,531.14	**1,728,275.76**
				-				-									
Agencies	198,961.11	-	26,150.00	225,111.11	49,750.00	68,500.00	52,000.00	170,250.00	185,550.00	-	17,403.33	202,953.33	68500.00	91,000.00	55,497.22	214,997.22	**813,311.66**
				-				-									
Total Per Month	812,264.25	556,597.23	778,334.48	2,147,195.96	818,582.52	891,247.77	873,417.34	2,583,247.63	918,636.22	708,610.89	651,391.14	2,278,638.25	692,277.25	687,446.26	548,536.54	1,928,260.05	**8,937,341.89**

I certify that to the best of my knowledge the above is true and correct.

Angela Dees, CIO
Brazoria County Treasurer

Quarterly Interest Rates Comparison by Quarter FY25																	
	Oct	**Nov**	**Dec**	**1st Qtr**	**Jan**	**Feb**	**Mar**	**2nd Qtr**	**April**	**May**	**June**	**3rd Qtr**	**July**	**August**	**Sept**	**4th Qtr**	**Ann Avg**
BANK	3.47%	2.91%	3.23%	**3.20%**	3.26%	3.43%	3.30%	**3.33%**	3.04%	2.92%	3.02%	**2.99%**	2.97%	2.95%	2.79%	**2.90%**	3.11%
TEXPOOL	5.36%	4.73%	4.56%	**4.88%**	4.39%	4.36%	4.33%	**4.36%**	4.34%	4.31%	4.30%	**4.31%**	4.31%	4.31%	4.25%	**4.29%**	4.46%
TEXAS CLASS	5.56%	4.88%	4.75%	**5.06%**	4.54%	4.49%	4.44%	**4.49%**	4.44%	4.41%	4.40%	**4.42%**	4.41%	4.39%	4.35%	**4.38%**	4.59%

BRAZORIA COUNTY
Certificates of Obligation
Series 2021
Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
2025	1,679,825.00	915,000.00	1,656,950.00	4,251,775.00
2026	1,656,950.00	2,010,000.00	1,606,700.00	5,273,650.00
2027	1,606,700.00	2,740,000.00	1,538,200.00	5,884,900.00
2028	1,538,200.00	2,880,000.00	1,466,200.00	5,884,400.00
2029	1,466,200.00	3,025,000.00	1,390,575.00	5,881,775.00
2030	1,390,575.00	3,180,000.00	1,311,075.00	5,881,650.00
2031	1,311,075.00	3,325,000.00	1,244,575.00	5,880,650.00
2032	1,244,575.00	3,465,000.00	1,175,275.00	5,884,850.00
2033	1,175,275.00	3,605,000.00	1,103,175.00	5,883,450.00
2034	1,103,175.00	3,750,000.00	1,028,175.00	5,881,350.00
2035	1,028,175.00	3,905,000.00	950,075.00	5,883,250.00
2036	950,075.00	4,065,000.00	868,775.00	5,883,850.00
2037	868,775.00	4,210,000.00	805,625.00	5,884,400.00
2038	805,625.00	4,335,000.00	740,600.00	5,881,225.00
2039	740,600.00	4,470,000.00	673,550.00	5,884,150.00
2040	673,550.00	4,605,000.00	604,475.00	5,883,025.00
2041	604,475.00	4,745,000.00	533,300.00	5,882,775.00
2042	533,300.00	4,915,000.00	435,000.00	5,883,300.00
2043	435,000.00	5,115,000.00	332,700.00	5,882,700.00
2044	332,700.00	5,325,000.00	226,200.00	5,883,900.00
2045	226,200.00	5,540,000.00	115,400.00	5,881,600.00
2046	115,400.00	5,770,000.00	0.00	5,885,400.00
	21,486,425.00	85,895,000.00	19,806,600.00	127,188,025.00

Debt History:

Date of Receipt	November 03, 2021
Par Amount	$86,895,000.00
Premium on Bonds	$12,605,000.00
Total Proceeds	$99,500,000.00
Last Maturity	March 01, 2046
True Interest Cost	2.576943%

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

P:\Treas\Debt Service Bonds\ Debt Series 2021 Cert of Obligation Dept Service Payment Schedule.xls

BRAZORIA COUNTY
Limited Tax Refunding Bonds
Series 2021
Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
2025	321,475.00	1,380,000.00	286,975.00	1,988,450.00
2026	286,975.00	1,450,000.00	250,725.00	1,987,700.00
2027	250,725.00	1,530,000.00	212,475.00	1,993,200.00
2028	212,475.00	1,610,000.00	172,225.00	1,994,700.00
2029	172,225.00	1,685,000.00	130,100.00	1,987,325.00
2030	130,100.00	1,775,000.00	85,725.00	1,990,825.00
2031	85,725.00	1,865,000.00	39,100.00	1,989,825.00
2032	39,100.00	1,955,000.00		1,994,100.00
	1,498,800.00	13,250,000.00	1,177,325.00	15,926,125.00

Debt History:

Date of Receipt	December 16, 2021
Par Amount	$15,815,000.00
Last Maturity	March 01, 2032
True Interest Cost	1.360143%

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

Refunded Series 2012 Certificates of Obligation

P:\Treas\Debt Service Bonds\ Debt Series 2021 Limited Tax Refunding Debt Service Payment Schedule.xls

BRAZORIA COUNTY
Unlimited Tax Refunding Bonds
Series 2021
Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
2025	75,700.00	410,000.00	67,500.00	553,200.00
2026	67,500.00	425,000.00	59,000.00	551,500.00
2027	59,000.00	445,000.00	50,100.00	554,100.00
2028	50,100.00	460,000.00	40,900.00	551,000.00
2029	40,900.00	485,000.00	31,200.00	557,100.00
2030	31,200.00	500,000.00	21,200.00	552,400.00
2031	21,200.00	520,000.00	10,800.00	552,000.00
2032	10,800.00	540,000.00		550,800.00
	356,400.00	3,785,000.00	280,700.00	4,422,100.00

Debt History:

Date of Receipt	December 16, 2021
Par Amount	$4,555,000.00
Last Maturity	March 01, 2032
True Interest Cost	1.339921%

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

Refunded Series 2012 Unlimited Tax Road Bonds

P:\Treas\Debt Service Bonds\ Debt Series 2021 Unlimited Tax Refunding Debt Service Payment Schedule.xls

BRAZORIA COUNTY
Unlimited Tax Refunding Bonds
Series 2018
Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
2025	51,000.00	475,000.00	39,125.00	565,125.00
2026	39,125.00	495,000.00	26,750.00	560,875.00
2027	26,750.00	520,000.00	13,750.00	560,500.00
2028	13,750.00	550,000.00		563,750.00
	130,625.00	2,040,000.00	79,625.00	2,250,250.00

Refunded Series 2008 Unlimited Tax Road Bonds

Debt History:

Date of Receipt	August 23, 2018
Amount of Issue	$4,415,000.00
Last Maturity	March 01, 2028
True Interest Cost	2.647974%

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

P:\Treas\Debt Service Bonds\Unlimited Tax Refunding Bonds, Series 2018 Debt Service Payment Schedule.xls
Prepared by Cathy Campbell, CCT, CIO Brazoria County Treasurer

BRAZORIA COUNTY
Certificates of Obligation
Series 2018
Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
2025	154,325.00	355,000.00	145,450.00	654,775.00
2026	145,450.00	370,000.00	136,200.00	651,650.00
2027	136,200.00	390,000.00	126,450.00	652,650.00
2028	126,450.00	410,000.00	116,200.00	652,650.00
2029	116,200.00	430,000.00	105,450.00	651,650.00
2030	105,450.00	455,000.00	94,075.00	654,525.00
2031	94,075.00	475,000.00	82,200.00	651,275.00
2032	82,200.00	500,000.00	69,700.00	651,900.00
2033	69,700.00	525,000.00	59,200.00	653,900.00
2034	59,200.00	545,000.00	48,300.00	652,500.00
2035	48,300.00	570,000.00	36,900.00	655,200.00
2036	36,900.00	590,000.00	25,100.00	652,000.00
2037	25,100.00	615,000.00	12,800.00	652,900.00
2038	12,800.00	640,000.00	0.00	652,800.00
	1,212,350.00	6,870,000.00	1,058,025.00	9,140,375.00

Debt History:

Date of Receipt	August 23, 2018
Amount of Issue	$8,120,000.00
Last Maturity	March 01, 2038
True Interest Cost	3.496221%

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

P:\Treas\Debt Service Bonds\2018 Cert of Obligation Debt Service Payment Schedule.xls
Prepared by Cathy Campbell, CCT, CIO Brazoria County Treasurer

BRAZORIA COUNTY, TEXAS
Series 2016 - Unlimited Tax Refunding Bonds
Remaining Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
2025	71,625.00	975,000.00	52,125.00	1,098,750.00
2026	52,125.00	1,015,000.00	26,750.00	1,093,875.00
2027	26,750.00	1,070,000.00	0.00	1,096,750.00
	150,500.00	3,060,000.00	78,875.00	3,289,375.00

Debt History:

Date of Receipt	28-Jan-16
Amount of Issue	$8,425,000.00
True Int cost	2.376%

Paying Agent:

U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

Refunding Series 2006 Unlimited Tax Road Bonds

BRAZORIA COUNTY, TEXAS
Series 2016 - Limited Tax Refunding Bonds
Remaining Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
2025	47,250.00	1,025,000.00	26,750.00	1,099,000.00
2026	26,750.00	1,070,000.00		1,096,750.00
	74,000.00	2,095,000.00	26,750.00	2,195,750.00

Debt History:

Date of Receipt	28-Jan-16
Amount of Issue	$8,125,000.00
True Int cost	2.207%

Paying Agent:

U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

Refunding Series 2006 Certificate of Obligation

BRAZORIA COUNTY
Unlimited Tax Road Refunding Bonds
Series 2020
Payment Schedule

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
2025	161,500.00	950,000.00	137,750.00	1,249,250.00
2026	137,750.00	995,000.00	112,875.00	1,245,625.00
2027	112,875.00	1,050,000.00	86,625.00	1,249,500.00
2028	86,625.00	1,100,000.00	59,125.00	1,245,750.00
2029	59,125.00	1,155,000.00	30,250.00	1,244,375.00
2030	30,250.00	1,210,000.00		1,240,250.00
	588,125.00	6,460,000.00	426,625.00	7,474,750.00

Debt History:

Date of Receipt	January 23, 2020
Amount of Issue	$9,840,000.00
Last Maturity	March 01, 2030
True Interest Cost	1.720776%

Paying Agent:
U.S. Bank
ABA routing # 091000022
St. Paul, MN 55486-2639

Refunded: 2010B Unlimited Tax Rd Bonds, (Build America Bonds)

MINUTES OF COUNTY FINANCES
TREASURER'S MONTHLY REPORT AFFIDAVIT
COMMISSIONERS' COURT **November 18, 2025**

BEFORE ME, the undersigned authority, a Notary Public in and for Brazoria County, Texas, on this day personally appeared the Members of Brazoria County Commissioners' Court and who after being duly sworn upon their oaths do hereby state as follows:

The requirements of Subsection (c) of the Texas Local Government Code §114.026 have been met and that we have reviewed and examined the Monthly Report of: ANGELA DEES, Treasurer of Brazoria County, Texas for **September 2025.**

Further, having taken reasonable steps to ensure its accuracy as presented, approve the report and enter this order into the minutes which state total cash and other assets in the custody of the County Treasurer at the time of the examination to be **$181,141,216.05**

The Treasurer's report and this affidavit will be published on the Brazoria County website.

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

Absent
Jay Burridge
Commissioner Precinct 1

Ryan Cade
Commissioner Precinct 2

Stacy L. Adams
Commissioner Precinct 3

David R. Linder
Commissioner Precinct 4

SUBSCRIBED AND SWORN TO BEFORE ME THIS **18th day of November, 2025.**

J. GESERICK
Notary Public-State of Texas
Notary ID #128894954
Commission Exp. FEB. 16, 2028

Notary Public in and for Brazoria County, Texas
My Commission Expires: 02/16/2028

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.4. **11/18/2025**

Issuance of a Purchase Order After the Fact - Parks Department - Good Tides Kayak

Approve issuance of a purchase order after the fact for the following invoice related to a purchase made by Brazoria County Parks Department for which a requisition was not obtained prior to the purchase being made. Additionally, at the time of services, the vendor had not been approved by the county, and the invoice was not submitted timely to the Auditor's Office to allow for proper accounting and recording of the expenditure:

Good Tides Kayaking, LLC invoice 92825 dated August 15, 2025 in the amount of $1,500.00.

This request is in accordance with Local Government Code Section 112.007 and 262.011 and Brazoria County Purchasing Policy Section IV, A, C. and I.

Good Tides Kayaking, LLC
Jake M. Vitak
213 Stella Bridgeway Drive
Stella, NC 28582
Phone: 301-697-4354

INVOICE NO. 92825 DATE 08/15/2025

BILL TO

Brazoria County Parks Dept.
41871 SH
288 Angleton, TX 77515

INSTRUCTIONS

Check, Cash or PayPal accepted

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
01	Two-day American Canoe Association	$1,500.00	$1,500.00
	Kayak angler skills course with		
	Kayak angler endorsement course		
	Payment due 10/01/2025		

SUBTOTAL	$1,500.00
SALES TAX	0.00
SHIPPING & HANDLING	0.00
TOTAL DUE BY DATE 10/01/2025	$1,500.00

Thank you for your business!

From:	Kaysie Stewart
To:	Marilyn Miller; Bryan Frazier
Cc:	Ashley Robinette; Susan Serrano; Natasha Stulberg; Mindy Burch; Dana Cleere; Phyllis Strong
Subject:	PIR - Kayak Symposium
Date:	Tuesday, October 28, 2025 10:16:00 AM
Attachments:	2025ACA Liability Insurance Policy.pdf image010.png image011.png image012.png Brazoria County Vendor Data Sheet Vitak Good Tides Kayaking.pdf W9 GoodTidesKayaking Vitak.pdf image005.png Brazoria County TX Invoice.docx image002.png

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Good morning,

Thank you for sharing the invoice. I agree that this is a FY25 invoice. However, we did not receive this in a timely enough manner to place this in the correct year.

I noted the invoice is dated 8/15/25. This should have been submitted to our office back in August. That would have eliminated the timing issue, and we could have allocated funding to pay the invoice if more funds had been needed. When billing and timing are managed independently, it limits our ability to manage the payment of bills effectively and efficiently. Our office is happy to handle the appropriate accounting treatment to ensure everything is recorded correctly and/or allocate funding as needed.

As an additional note, obtaining goods or services from a non-county vendor puts the county at risk. By law, there are certain requirements that vendors must have and certain procedures that have to be followed. Please take note of this and observe this process going forward. You can always reach out to either Purchasing or Auditing and we can guide you through the proper steps.

I will draft the court order for a PO after the fact for the November 18 Court. This will then follow the PIR #3 procedure from Susan's email dated Sept 30:

PIR Req Coding procedure #3, for FY26 reqs, with ONL and BKT origins, **created to cover FY25 invoices in which you do not have an FY25 PO and the req is created after 10-13-25.**

- If this occurs, before entering a req, you must first email Susan Serrano and Kaysie Stewart, sharing your invoice issue.
- They will review your email and decide if the invoice will be presented to court for approval to pay after the fact, without a prior PO.
- If applicable, Auditing will enter a court order.
- Once the court order is approved, the department would enter a PIR coded req, attaching the approved court order document and all additional backup to the req for Purchasing to process.
- The initials PIR must be entered into the "Requisition Name" field on your Req.
- The reqs meeting the criteria for procedure #3 will be turned into an FY26 PO and come from your FY26 budget.
- When processing procedure #3 PIR reqs:

This type of PIR req will be built into an FY26 PO and processed like a regular PO. You will not need to change the budget date, process as normal.

- Enter language at the top of your header comment showing: PAYMENT IN ARREARS FOR FY25, APPROVED BY COMMISSIONERS' COURT ON _____, COURT ORDER NO. _____ (+ add the title of the court order)

Let me know if you have questions and please don't hesitate to reach out in the future. We are happy to assist however we can.

Kaysie
KAYSIE STEWART, CPA
BRAZORIA COUNTY AUDITOR
237 E. Locust, Suite 403 Angleton, TX 77515
979-864-1275
kaysies@brazoriacountytx.gov
www.brazoriacountytx.gov

STATE OF TEXAS
COUNTY OF BRAZORIA
AUDITOR'S OFFICE

From: Marilyn Miller <MarilynM@brazoriacountytx.gov>
Sent: Monday, October 27, 2025 4:39 PM
To: Kaysie Stewart <KaysieS@brazoriacountytx.gov>; Susan Serrano <SSerrano@brazoriacountytx.gov>
Cc: Bryan Frazier <BryanF@brazoriacountytx.gov>; Ashley Robinette <AshleyR@brazoriacountytx.gov>
Subject: RE: PIR - Kayak Symposium

Hello,

Good Tides Kayaking or Jake Vitak has not been added as a vendor. I have attached the new vendor forms and COI.

Thank you,

Marilyn Miller | *Office and Operations Manager*
Brazoria County Parks
41871 SH 288
Angleton, TX 77515
P: 979-864-1044 | F: 979-849-2693
www.brazoriacountyparks.org

From: Kaysie Stewart <KaysieS@brazoriacountytx.gov>
Sent: Monday, October 27, 2025 4:31 PM
To: Marilyn Miller <MarilynM@brazoriacountytx.gov>; Susan Serrano <SSerrano@brazoriacountytx.gov>
Cc: Bryan Frazier <BryanF@brazoriacountytx.gov>; Ashley Robinette <AshleyR@brazoriacountytx.gov>
Subject: RE: PIR - Kayak Symposium

Marilyn,

I do not see that a vendor is set up in Peoplesoft for either Good Tides Kayaking or Jake Vitak. Is there another vendor I should be searching for?

If the vendor happens to not be set up, then that means there is not a FY25 PO, and this invoice would need to follow PIR Procedure #3.

Please let me know regarding the vendor question so that I know how to proceed.

Kaysie
KAYSIE STEWART, CPA
BRAZORIA COUNTY AUDITOR
237 E. Locust, Suite 403 Angleton, TX 77515
979-864-1275
kaysies@brazoriacountytx.gov
www.brazoriacountytx.gov

STATE OF TEXAS
COUNTY OF BRAZORIA
AUDITOR'S OFFICE

From: Marilyn Miller <MarilynM@brazoriacountytx.gov>
Sent: Monday, October 27, 2025 3:48 PM
To: Susan Serrano <SSerrano@brazoriacountytx.gov>; Kaysie Stewart <KaysieS@brazoriacountytx.gov>
Cc: Bryan Frazier <BryanF@brazoriacountytx.gov>; Ashley Robinette <AshleyR@brazoriacountytx.gov>
Subject: PIR - Kayak Symposium
Importance: High

Hello,

Seeking approval to submit a PIR request to the court to use FY25 funding to pay for the kayak instructors that facilitated the Kayak Symposium hosted at SLP from Sept. 26-28th.

The reason this invoice did not get paid at the end of FY25 is because we were concerned about the remaining budget we had left at the time. The deadline to enter FY25 reqs was Sept. 1st. The invoice

was sent to us on 8/18/2025 during the time we were reducing blankets to cover other expenses and we did not know if we were keeping the grant match money or spending it.

Parks FY26 budget for Public Outreach/Public Education is $200, it is not enough to cover the invoice.

Thank you,

Marilyn Miller | *Office and Operations Manager*
Brazoria County Parks
41871 SH 288
Angleton, TX 77515
P: 979-864-1044 | F: 979-849-2693
www.brazoriacountyparks.org

This message has been prepared or disseminated using resources owned by Brazoria County and is subject to the County's policies on the use of County provided technology. E-mail created or received through the County's computer system by any County employee or official may be considered a public record, subject to public inspection under the laws of the State of Texas.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.5. **11/18/2025**

Issuance of Purchase Orders After the Fact - Parks Department

Approve issuance of a purchase order after the fact for the following invoices related to purchases made by Brazoria County Parks Department for which a requisition was not obtained prior to the purchase being made:

1. JSJD Media, LLC doing business as School Revenue Partners - invoice dated June 6, 2025 in the amount of $2,000.00 for advertising beginning October 1, 2025.

2. Texas Advertising invoice BJP-25-06 dated October 1, 2025 in the amount of $4,900.00.

3. Alvin Sun invoice 50594-0924 dated September 24, 2025 in the amount of $550.00 for advertising on October 8, 2025.

4. Alvin Sun invoice 50738-0924 dated September 24, 2025 in the amount of $500.00 for advertising beginning on October 8, 2025.

This request is in accordance with Local Government Code Section 262.011 and Brazoria County Purchasing Policy Section IV, A, C. and I.

JSJD Media, LLC dba Association Revenue Partners & School Revenue Partners
500 N Central Expy Suite 231
Plano, TX 75074
+18557900001
accounting@jsjdmedia.com
www.jsjdmedia.com

AGREEMENT

BILL TO
Brazoria County Parks Department
Administrative Offices
Marilyn Miller
111 E Locust St
Angleton, Texas 77515 United States

DATE 06/06/2025
DUE DATE 10/15/2025
TERMS Terms

SALES REP
Derek Rosenberg

DATE	ACTIVITY	AMOUNT
10/01/2025	**Brazosport ISD:Publication 00182:Brazosport ISD Rotating Banner** Brazosport ISD Rotating Banner-[10/1/2025 - 9/30/2026]-Brazosport ISD	2,000.00

$2,000 due on 10-15-2025 via Credit

BALANCE DUE **$2,000.00**

Pay invoice

Marilyn Miller
Marilyn Miller (Jun 26, 2025 12:44 CDT)

06/26/2025

Derek Rosenberg
Derek Rosenberg (Jul 7, 2025 11:02 CDT)

07/07/2025

All incoming payments must include the invoice number

TERMS & CONDITIONS: https://bit.ly/3fnCxcW
COMPANY W9: https://sforce.co/3gVYxYd

Derek R- Brazosport ISD - Brazoria County Parks Department Administrative Offices v2 INVOICE

Final Audit Report 2025-07-07

Created:	2025-06-25
By:	JSJD Media Agreement + Invoice Team (invoices@jsjdmedia.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVJtsVvGA5GFQPqjL60ipptmrGwRUgT1Q

"Derek R- Brazosport ISD - Brazoria County Parks Department Administrative Offices v2 INVOICE" History

Document created by JSJD Media Agreement + Invoice Team (invoices@jsjdmedia.com)
2025-06-25 - 7:36:33 PM GMT

Document emailed to Marilyn Miller (marilynm@brazoriacountytx.gov) for signature
2025-06-25 - 7:36:36 PM GMT

Document emailed to Derek Rosenberg (drosenberg@associationrevenuepartners.com) for signature
2025-06-25 - 7:36:37 PM GMT

Email viewed by Marilyn Miller (marilynm@brazoriacountytx.gov)
2025-06-26 - 5:43:50 PM GMT

Document e-signed by Marilyn Miller (marilynm@brazoriacountytx.gov)
Signature Date: 2025-06-26 - 5:44:18 PM GMT - Time Source: server

Email viewed by Derek Rosenberg (drosenberg@associationrevenuepartners.com)
2025-07-07 - 4:02:23 PM GMT

Document e-signed by Derek Rosenberg (drosenberg@associationrevenuepartners.com)
Signature Date: 2025-07-07 - 4:02:39 PM GMT - Time Source: server

Agreement completed.
2025-07-07 - 4:02:39 PM GMT

Adobe Acrobat Sign

From:	Kaysie Stewart
To:	Marilyn Miller; Susan Serrano
Cc:	Bryan Frazier; Ashley Robinette; Dana Cleere; Phyllis Strong; Mindy Burch; Natasha Stulberg
Subject:	RE: PIR Request - JSJD Media – school banner ad
Date:	Tuesday, October 28, 2025 9:48:00 AM
Attachments:	image003.png image011.png image012.png image013.png image014.png

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I need to alter my communication below. Since this is a FY26 invoice, it is not technically a PIR request. It follows the regular procedures for issuance of a purchase order after the fact. These closely align with some of the PIR #3 procedures. Here is the revision for what you should do going forward:

- If applicable, Auditing will enter a court order – we are doing this - for the 11/18 Court
- Once the court order is approved, the department would enter a FY26 req, attaching the approved court order document and all additional backup to the req for Purchasing to process.

I apologize for any confusion.

Kaysie

KAYSIE STEWART, CPA
BRAZORIA COUNTY AUDITOR
237 E. Locust, Suite 403 Angleton, TX 77515
979-864-1275
kaysies@brazoriacountytx.gov
www.brazoriacountytx.gov

STATE OF TEXAS
COUNTY OF BRAZORIA
AUDITOR'S OFFICE

From: Kaysie Stewart
Sent: Tuesday, October 28, 2025 8:48 AM
To: Marilyn Miller <MarilynM@brazoriacountytx.gov>; Susan Serrano <SSerrano@brazoriacountytx.gov>
Cc: Bryan Frazier <BryanF@brazoriacountytx.gov>; Ashley Robinette <AshleyR@brazoriacountytx.gov>; Dana Cleere <danac@brazoriacountytx.gov>; Phyllis Strong <phylliss@brazoriacountytx.gov>; Mindy Burch <mindyb@brazoriacountytx.gov>; Natasha Stulberg <natashas@brazoriacountytx.gov>
Subject: RE: PIR Request - JSJD Media – school banner ad

Good morning,

Thank you for sharing the invoice. Based on the details, this expense pertains entirely to FY26, and unfortunately, we're unable to reallocate it to FY25.

I did notice the invoice is dated back in June. In cases like this, we can sometimes

coordinate with the vendor to prorate the billing to better align with our fiscal year. If that's not feasible, our office typically handles the appropriate accounting treatment to ensure everything is recorded correctly.
However, these options depend on us being looped in early. When billing and timing are managed independently, it limits our ability to apply those solutions. In some cases, we may be able to "double up" on a future payment to help smooth things out, but that requires advance coordination.

I will draft the court order for a PO after the fact for the November 18 Court. This will then follow the PIR #3 procedure from Susan's email dated Sept 30:

PIR Req Coding procedure #3, for FY26 reqs, with ONL and BKT origins, **created to cover FY25 invoices in which you do not have an FY25 PO and the req is created after 10-13-25.**

- If this occurs, before entering a req, you must first email Susan Serrano and Kaysie Stewart, sharing your invoice issue.
- They will review your email and decide if the invoice will be presented to court for approval to pay after the fact, without a prior PO.
- If applicable, Auditing will enter a court order.
- Once the court order is approved, the department would enter a PIR coded req, attaching the approved court order document and all additional backup to the req for Purchasing to process.
- The initials PIR must be entered into the "Requisition Name" field on your Req.
- The reqs meeting the criteria for procedure #3 will be turned into an FY26 PO and come from your FY26 budget.
- When processing procedure #3 PIR reqs:
    - This type of PIR req will be built into an FY26 PO and processed like a regular PO. You will not need to change the budget date, process as normal.
    - Enter language at the top of your header comment showing: PAYMENT IN ARREARS FOR FY25, APPROVED BY COMMISSIONERS' COURT ON _____, COURT ORDER NO. _____ (+ add the title of the court order)

Please don't hesitate to reach out in the future—we're always happy to help navigate these situations.

Kaysie
KAYSIE STEWART, CPA
BRAZORIA COUNTY AUDITOR
237 E. Locust, Suite 403 Angleton, TX 77515
979-864-1275
kaysies@brazoriacountytx.gov
www.brazoriacountytx.gov

STATE OF TEXAS
COUNTY OF BRAZORIA
AUDITOR'S OFFICE

From: Marilyn Miller <MarilynM@brazoriacountytx.gov>
Sent: Monday, October 27, 2025 4:36 PM
To: Kaysie Stewart <KaysieS@brazoriacountytx.gov>; Susan Serrano <SSerrano@brazoriacountytx.gov>
Cc: Bryan Frazier <BryanF@brazoriacountytx.gov>; Ashley Robinette <AshleyR@brazoriacountytx.gov>
Subject: RE: PIR Request - JSJD Media – school banner ad

Hello,

Attached are FY25 documents.

Thank you,
Marilyn Miller | *Office and Operations Manager*
Brazoria County Parks
41871 SH 288
Angleton, TX 77515
P: 979-864-1044 | F: 979-849-2693
www.brazoriacountyparks.org

From: Kaysie Stewart <KaysieS@brazoriacountytx.gov>
Sent: Monday, October 27, 2025 4:14 PM
To: Marilyn Miller <MarilynM@brazoriacountytx.gov>; Susan Serrano <SSerrano@brazoriacountytx.gov>
Cc: Bryan Frazier <BryanF@brazoriacountytx.gov>
Subject: RE: PIR Request - JSJD Media – school banner ad

Good afternoon,

I did some digging into this one. The last payment I see to School Revenue Partners (suppler ID 0000145727) is on 10.26.23. The last purchase order in the system was for the 10.1.23-9.30.24 term. I do not see any other vendors, such as JSJD Media, LLC or Association Revenue Partners that are set up in the system. Is there another vendor name I need to look up? If I am missing something on that, please let me know.

If there is no purchase order for FY25, this would follow PIR Procedure #3.

Please advise regarding the existence of a FY25 purchase order so that we can determine how to proceed.

Kaysie
KAYSIE STEWART, CPA
BRAZORIA COUNTY AUDITOR
237 E. Locust, Suite 403 Angleton, TX 77515
979-864-1275
kaysies@brazoriacountytx.gov
www.brazoriacountytx.gov

STATE OF TEXAS
COUNTY OF BRAZORIA
AUDITOR'S OFFICE

From: Marilyn Miller <MarilynM@brazoriacountytx.gov>
Sent: Monday, October 27, 2025 3:39 PM
To: Susan Serrano <SSerrano@brazoriacountytx.gov>; Kaysie Stewart <KaysieS@brazoriacountytx.gov>
Cc: Bryan Frazier <BryanF@brazoriacountytx.gov>
Subject: PIR Request - JSJD Media – school banner ad

Hello,

Seeking approval to enter a PIR requisition to pay for an annual BISD advertisement. We paid for the 2025 ad in October 2024 but requested to push the 2026 AD to FY26 so not to double pay in the same FY. However, we have a zero budget for advertisement this FY.

Requesting to use FY25 funds to pay for this committed advertisement.

Thank you,

Marilyn Miller | *Office and Operations Manager*
Brazoria County Parks
41871 SH 288
Angleton, TX 77515
P: 979-864-1044 | F: 979-849-2693
www.brazoriacountyparks.org

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TexasAdvertising.net
P.O. Box 1149
Crowley, TX 76036
877.518.1989 • Fax 817.297.4900

Invoice #: BJP-25 - 06

Date: October 1, 2025

Invoice

Brazoria County, Texas

Attn: Brazoria County Auditor

111 E. Locust, Room 303, Angleton TX 77515

DATE	DESCRIPTION	CHARGE	PAYMENT	BALANCE
10/1/25	1/2 Pg Ad in the 2026 Texas RV Travel & Camping Guide; Banner Ad on TexasCampgrounds.com Purchase Order No. _____ NOTE: If payment is made by credit card a 2% Conv. Fee will be added, and the total due will be $4,998.00 Payment in full due on or before October 20, 2025	$4,900.00		$ 4,900.00

Please make check out to: **Texas Advertising** and mail to the address above. *Thank you.*

PAY LAST AMOUNT IN THIS COLUMN

Please charge to my: ☐ VISA ☐ MasterCard ☐ Discover ☐ AmEx Zip _____

Acct. # _____ Exp. Date _____ CVC _____

REMIT ONE COPY WITH PAYMENT

From:	Kaysie Stewart
To:	Marilyn Miller; Bryan Frazier
Cc:	Susan Serrano; Ashley Robinette; Phyllis Strong; Dana Cleere; Mindy Burch; Natasha Stulberg
Subject:	RE: PIR TACO Advertisement
Date:	Tuesday, October 28, 2025 9:48:00 AM
Attachments:	image002.png image009.png image010.png image011.png

I need to alter my communication below. Since this is a FY26 invoice, it is not technically a PIR request. It follows the regular procedures for issuance of a purchase order after the fact. These closely align with some of the PIR #3 procedures. Here is the revision for what you should do going forward:

- If applicable, Auditing will enter a court order – we are doing this - for the 11/18 Court
- Once the court order is approved, the department would enter a FY26 req, attaching the approved court order document and all additional backup to the req for Purchasing to process.

I apologize for any confusion.

Kaysie

KAYSIE STEWART, CPA
BRAZORIA COUNTY AUDITOR
237 E. Locust, Suite 403 Angleton, TX 77515
979-864-1275
kaysies@brazoriacountytx.gov
www.brazoriacountytx.gov

STATE OF TEXAS
COUNTY OF BRAZORIA
AUDITOR'S OFFICE

From: Kaysie Stewart
Sent: Tuesday, October 28, 2025 9:20 AM
To: Marilyn Miller <MarilynM@brazoriacountytx.gov>; Bryan Frazier <BryanF@brazoriacountytx.gov>
Cc: Susan Serrano <SSerrano@brazoriacountytx.gov>; Ashley Robinette <AshleyR@brazoriacountytx.gov>; Phyllis Strong <phylliss@brazoriacountytx.gov>; Dana Cleere <danac@brazoriacountytx.gov>; Mindy Burch <mindyb@brazoriacountytx.gov>; Natasha Stulberg <natashas@brazoriacountytx.gov>
Subject: FW: PIR TACO Advertisement

Good morning,

Thank you for sharing the invoice. Based on the details, this expense pertains entirely to FY26, and unfortunately, we're unable to reallocate it to FY25.

Just a reminder that our office is happy to handle the appropriate accounting treatment to

ensure everything is recorded correctly and/or coordinate with the vendor regarding billing and timing. However, in order for us to respond in the most efficient manner possible, it is helpful if we are looped in early. When billing and timing are managed independently, it limits our ability to apply those solutions. In some cases, we may be able to "double up" on a future payment to help smooth things out, but that requires advance coordination.

I will draft the court order for a PO after the fact for the November 18 Court. This will then follow the PIR #3 procedure from Susan's email dated Sept 30:

PIR Req Coding procedure #3, for FY26 reqs, with ONL and BKT origins, **created to cover FY25 invoices in which you do not have an FY25 PO and the req is created after 10-13-25.**

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- If applicable, Auditing will enter a court order.
- Once the court order is approved, the department would enter a PIR coded req, attaching the approved court order document and all additional backup to the req for Purchasing to process.
- The initials PIR must be entered into the "Requisition Name" field on your Req.
- The reqs meeting the criteria for procedure #3 will be turned into an FY26 PO and come from your FY26 budget.
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    - This type of PIR req will be built into an FY26 PO and processed like a regular PO. You will not need to change the budget date, process as normal.
    - Enter language at the top of your header comment showing: PAYMENT IN ARREARS FOR FY25, APPROVED BY COMMISSIONERS' COURT ON _____, COURT ORDER NO. _____ (+ add the title of the court order)

I did note that the vendor stated that in order to defer their billing to Oct. 1, they required payment by October 20. Please take the action item of communicating with the vendor regarding the timing of the payment. The requisition cannot be generated until the Court approves the issuance of a purchase order after the fact. As stated above, this order will go before Court on 11/18.

Let me know if you have questions and please don't hesitate to reach out in the future. We are happy to assist however we can.

Kaysie
KAYSIE STEWART, CPA
BRAZORIA COUNTY AUDITOR
237 E. Locust, Suite 403 Angleton, TX 77515
979-864-1275
kaysies@brazoriacountytx.gov
www.brazoriacountytx.gov

AUDITOR'S OFFICE

From: Marilyn Miller <MarilynM@brazoriacountytx.gov>
Sent: Monday, October 27, 2025 3:40 PM
To: Susan Serrano <SSerrano@brazoriacountytx.gov>; Kaysie Stewart <KaysieS@brazoriacountytx.gov>
Cc: Bryan Frazier <BryanF@brazoriacountytx.gov>; Ashley Robinette <AshleyR@brazoriacountytx.gov>
Subject: PIR TACO Advertisement

Hello,

Seeking approval to submit a PIR request to the court to use FY25 funding to pay for a Texas Ad Travel Guide invoice. The last annual advertisement was paid October 2024 and we did not wish to double pay in the same FY year. At the time the invoice was received we were not yet aware of the FY26 budget constraints. Due to having zero funds for advertising this year, Parks is requesting the use of FY25 funds to pay for the invoice.

Thank you for your consideration,

Marilyn Miller | *Office and Operations Manager*
Brazoria County Parks
41871 SH 288
Angleton, TX 77515
P: 979-864-1044 | F: 979-849-2693
www.brazoriacountyparks.org

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Fort Bend Herald
1902 4th St. • Rosenberg, TX 77471 • 281-342-4474
The Alvin SUN
218 W. House St. • Alvin, TX 77511 • 281-331-4421
Wharton County Leader Journal
Serving El Campo, Wharton and Wharton County www.wcleaderjournal.com
East Bernard Express
203 East Jackson St. • El Campo, TX 77437 • 979-543-3363

Invoice 50594-0924

BRAZORIA COUNTY PARKS DEPT.
313 W MULBERRY ST.
ANGLETON, TX 77515

Customer #: RC15174
Phone: (979)864-1543
Ad No.: 50594
Sales Rep: Groves, Brenda
Bill Date: 09/24/25
Due Date: 10/07/25

Ad Type	Ad Size	Copy Reference
Display	Tab 1/2 Pg H =	Brazoria County Fair

Tearsheets To	Contact Type	Print	Email

Special Instructions

Details

Run Date	Copy Ref	Rep	Publication	Insertion Num.	Cost
10/08/25	Brazoria County Fair	BG	Alvin Special Section		$400.00
	Process Color				$150.00
Days: 1				Total Charges:	$550.00
				Applied Prepayments/Credits:	$0.00
				Total Due by 10/7/25:	**$550.00**

Fort Bend Herald • Wharton County Leader Journal • Alvin Sun

Ad #: 50594
Customer #: RC15174
Customer: BRAZORIA COUNTY PARKS DEPT.
Bill Date: 09/24/25

Due Date: 10/07/25
Total Due: $550.00

Payment Method: ☐ Cash ☐ Check # _____
☐ Visa ☐ M/C ☐ Other: _____
Number: _____
Expiration: _____ CVV _____
Name On Card: _____

Signature: _____

Detach and return this stub with your payment to:

Remit to your local office. Fort Bend Herald: 281-342-4474 • Wharton County Leader Journal/East Bernard Express: 979-543-3363 • Alvin Sun & Alvin

Fort Bend Herald
1902 4th St. • Rosenberg, TX 77471 • 281-342-4474
The Alvin Advertiser SUN
218 W. House St. • Alvin, TX 77511 • 281-331-4421
Wharton County Leader Journal
Serving El Campo, Wharton and Wharton County www.wcleaderjournal.com
East Bernard Express
203 East Jackson St. • El Campo, TX 77437 • 979-543-3363

Invoice 50738-0924

BRAZORIA COUNTY PARKS DEPT.
313 W MULBERRY ST.
ANGLETON, TX 77515

Customer #: RC15174
Phone: (979)864-1543
Ad No.: 50738
Sales Rep: Groves, Brenda
Bill Date: 09/24/25
Due Date: 10/07/25

Ad Type	Ad Size	Copy Reference
Display	5 X 6.25 = 31.25	Kid Fish 2025

Tearsheets To	Contact Type	Print	Email

Special Instructions

Details

Run Date	Copy Ref	Rep	Publication	Insertion Num.	Cost
10/08/25	Kid Fish 2025	BG	Alvin Advertiser		$311.00
10/12/25	Kid Fish 2025	BG	Alvin Sun		$189.00

Days: 2

Total Charges: $500.00
Applied Prepayments/Credits: $0.00
Total Due by 10/7/25: $500.00

Fort Bend Herald • Wharton County Leader Journal • Alvin Sun

Ad #: 50738
Customer #: RC15174
Customer: BRAZORIA COUNTY PARKS DEPT.
Bill Date: 09/24/25
Due Date: 10/07/25
Total Due: $500.00

Payment Method: ☐ Cash ☐ Check # _____
☐ Visa ☐ M/C ☐ Other: _____
Number: _____
Expiration: _____ CVV _____
Name On Card: _____
Signature: _____

Detach and return this stub with your payment to:

Remit to your local office. Fort Bend Herald: 281-342-4474 • Wharton County Leader Journal/East Bernard Express: 979-543-3363 • Alvin Sun & Alvin

From:	Kaysie Stewart
To:	Marilyn Miller; Bryan Frazier
Cc:	Ashley Robinette; Mindy Burch; Phyllis Strong; Dana Cleere; Natasha Stulberg; Susan Serrano
Subject:	RE: PIR Request - Alvin Sun Kid Fishfest Advertising
Date:	Thursday, November 6, 2025 11:07:00 AM
Attachments:	Brz. Cty Parks- Fair ad.pdf image002.png image009.png image010.png image011.png Brz. Cty Parks KID Fish ads.pdf RE EXTERNAL Re Kid Fishfest Advertisement.msg

Good morning,

Thank you for sharing the invoice. Based on the details, this expense pertains to FY26, and unfortunately, we're unable to reallocate it to FY25.

Just a reminder that our office is happy to handle the appropriate accounting treatment to ensure everything is recorded correctly and/or coordinate with the vendor regarding billing and timing. However, in order for us to respond in the most efficient manner possible, it is helpful if we are looped in early. When billing and timing are managed independently, it limits our ability to apply those solutions.

I will draft the court order for a PO after the fact for the November 18 Court. All the invoices on this Court will go against your FY26 operating budget, we will take care of the accounting.

Let me know if you have questions and please don't hesitate to reach out in the future. We are happy to assist however we can.

Kaysie

KAYSIE STEWART, CPA
BRAZORIA COUNTY AUDITOR
237 E. Locust, Suite 403 Angleton, TX 77515
979-864-1275
kaysies@brazoriacountytx.gov
www.brazoriacountytx.gov

STATE OF TEXAS
COUNTY OF BRAZORIA
AUDITOR'S OFFICE

From: Marilyn Miller <MarilynM@brazoriacountytx.gov>
Sent: Monday, October 27, 2025 3:39 PM
To: Susan Serrano <SSerrano@brazoriacountytx.gov>; Kaysie Stewart <KaysieS@brazoriacountytx.gov>
Cc: Bryan Frazier <BryanF@brazoriacountytx.gov>; Ashley Robinette <AshleyR@brazoriacountytx.gov>

Subject: PIR Request - Alvin Sun Kid Fishfest Advertising

Hello,

Seeking approval to submit a PIR request to the court to use FY25 funding for two Kid Fishfest advertisements via the Alvin Sun. The ads were ran in October 2025 so payment was deferred into the new FY, however, we have a zero budget for advertisements in FY26. The advertisement agreement was accepted in August 2025.

Thank you for your consideration,

Marilyn Miller | *Office and Operations Manager*
Brazoria County Parks
41871 SH 288
Angleton, TX 77515
P: 979-864-1044 | F: 979-849-2693
www.brazoriacountyparks.org

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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.6. **11/18/2025**

Engineering Services for the Hastings Phase II Roadway and Drainage Improvements Project

Approve the expenditure of $119,270.00 to Halff Associates, Inc., to perform Supplemental Design Services for Brazoria County Hastings Phase II Roadway and Drainage Improvements “Project”; and

Whereas, the attached scope of work identifies the supplemental design related activities for the Project; and

Whereas, funds for this expenditure are available via the 2026 Road & Bridge Budget.

Further, that the County Judge or his designee be authorized to sign the attached Professional Services Contract and that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This Agreement for professional services ("Agreement") is made and entered into by and between **BRAZORIA COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as the "County" and Halff Associates, Inc., a Texas Corporation, hereinafter referred to as "Consultant".

RECITALS

The County intends to construct infrastructure improvements along Choate Dr., Chigger Creek Dr. and Hastings Circle as part of the Hastings Phase II Roadway and Drainage Improvements Project, hereinafter called the "Project"

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

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

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

TERMS

Article 1
Scope of Agreement

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

Article 2
Character and Extent of Services

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

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

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

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

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

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

2.06 All work provided under this Agreement shall conform to and be in the format required by Federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, the Federal Highways Administration, the Federal Emergency Management Agency, the Environmental Protection Agency, the Texas Commission on Environmental Quality, and the Texas Department of Transportation as applicable to the project. Other Federal and local funding sources may impose additional and/or differing requirements. The project may utilize funding from the following: grants, ad valorem taxes; general obligation bonds, which all requirements for this contract must adhere to the requirements.

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

Article 3
Time for Performance

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

Article 4
Consultant Compensation

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

Article 5
Time of Payment

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

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

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

Article 6
Compliance Standards

6.01 The Consultant agrees to perform the work hereunder in accordance with County's road and bridge specifications or Texas Department of Transportation road and bridge specifications, Brazoria County Drainage Criteria Manual and other generally accepted standards applicable

thereto, and shall use that degree of care and skill commensurate with the Consultants profession to comply with all applicable state, Federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and Consultant's performance.

Article 7
Procurement, Suspension and Debarment

7.01 The Consultant certifies by execution of this Agreement or Contract that it is not ineligible for such participation in Federal or state assistance programs. The Consultant further agrees to include this certification in all Agreements or Contracts between itself and any subcontractor in connection with the services performed under this Agreement or Contract. The Consultant also certifies that it will notify the County in writing if it is not in compliance with Federal or State assistance programs at any time during the term of this Agreement or Contract. The Consultant agrees to refund Brazoria County for any payments made to the Consultant that would have been properly payable or reimbursable from Federal or state funds but for the fact that such payment failed to comply with Federal or state assistance programs.

Article 8
Ownership of Documents, Copyright

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

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

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

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

Article 9
Public Contact

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

Article 10
Consultant's Insurance Requirements

10.01 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (except Professional Liability which is on a Claims Made policy) from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "B."**

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

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

Article 11
Indemnification

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

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

Article 12
Dispute Resolution

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

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

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

Article 13
Termination

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

Article 14
Notice

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

County:	**Consultant:**
Brazoria County Engineer	Halff Associates, Inc.
451 N. Velasco, Suite 230	9303 New Trails Dr, The Woodlands, TX
Angleton, Texas 77515	Suite 400
ATTN: Matthew Hanks, JD, PE	ATTN: Long Nguyen, PE
Email: matth@brazoria-county.com	Email: LNguyen@halff.com
Phone: 979-864-1265	Phone: 936-777-6379

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

Article 15
Successors and Assigns

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

Article 16
Applicable Law

16.01 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Brazoria County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

Article 17
Modifications

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

Article 18
Authority of County Engineer

18.01 The County Engineer shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Consultant. His decision shall be final. It is mutually agreed by both parties that the County Engineer shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Engineer in such shall be final and binding alike on both parties hereto. But, nothing contained in this Article shall be construed to authorize the County Engineer to alter, vary or amend any of the terms or provisions of this Agreement.

Article 19
Severability

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

Article 20
Merger

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

Article 21
Boycott Verification

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

Definitions:

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

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

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

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

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be

paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:

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

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

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

Article 22
Attachments

22.01 The following attachments are a part of this Agreement:

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

Article 22
Execution

23.01 The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court of Brazoria County, Texas, so authorizing. This Agreement shall not become effective until executed by all Parties hereto.

Brazoria County, Texas	**Halff Associates, Inc.**
	a Texas company
By: _____	**By:** _____
L.M. (Matt) Sebesta, Jr	**Name: Long Nguyen, PE**
County Judge	**Title: Vice President**
Date: _____	**Date: 11-05-2025**

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

INSERT PROPOSAL AND SCHEDULE

October 27, 2025

Wael Tabara, P.E., MASc, CFM, Env SP
Assistant County Engineer
Brazoria County Engineering
451 N. Velasco, Suite 230
Angleton, TX 77515

Attn: Daphne Lamelle

RE: Proposal for Supplemental Design Services
Hastings Area Road and Drainage Improvements

Dear Mr. Tabara:

Thank you for giving Halff Associates, Inc. (Halff) the opportunity to assist Brazoria County with Supplemental Design Services for the Hastings Area Road and Drainage Improvements project. Halff was contracted by Brazoria County to perform engineering services on May 9th, 2019. The project was terminated by Brazoria County in October 2023. However, after HUD granted GLO an extension to this program, Brazoria County has brought this project back. This proposal will provide the supplemental design services needed to update and complete the design. The original scope of work consisted of SUE, Survey, Environmental, Civil Design, Drainage Analysis, Geotechnical, and Construction Administration services for the original fee amounts shown below:

Original Design Phase Services

1.	Subsurface Utility Engineering Services (Halff)	$	35,065.00	(Lump Sum)
2.	Topographic Survey (Landtech)	$	62,350.00	(Lump Sum)
3.	Environmental (Halff)	$	19,500.00	(Lump Sum)
4.	Civil Design Services (Halff)	$	100,000.00	(Lump Sum)
5.	Drainage Analysis (Halff)	$	20,000.00	(Lump Sum)
6.	Geotechnical (ATL)	$	16,626.00	(Lump Sum)
7.	Construction Administration (Halff)	$	44,969.73	(Lump Sum)
	Total:	$	298,510.73	

The original design effort has been exceeded due to multiple factors including:

- Coordination with grant administrator for GLO amendments
  - Previous amendment to the performance statement changed the project scope to the two new project areas: Hastings Area Road and Drainage Improvements and Wild Peach Village Drainage Improvements.
  - Previous amendment submitted to GLO in August 2023 requesting a time extension.
  - The current amendment to the performance statement reduces the Hastings Area Road and Drainage Improvement project limits to meet budgetary constraints.
- Project completion extension from August 2024 to February 2027
- Redesigning improvements resulting from the change of 40 ft Right-of-Way (ROW) to 60 ft ROW
- Extensive utility coordination with pipeline, waterline, and private utility companies
  - The project is in an old oil field requiring more effort than anticipated.

- Power poles, waterlines, pipelines, and communication lines are required as a result of the Hastings ROW acquisition.

The supplemental design services needed to update and complete the design will include developing 90% and 100% bid ready submittals including plans, specifications, and estimate (PS&E) for the project area shown in Attachment D. Halff estimates the following services and fees for these supplemental services:

Supplemental Design Phase Services

1.	Project Management	$	25,019.00	(Lump Sum)
2.	Civil Design Services (including additional survey)	$	84,489.00	(Lump Sum)
3.	Bid Phase Services	$	4,761.00	(Lump Sum)
4.	Reimbursable Expenses	$	5,000.00	(Reimbursable)
	Total:	$	119,270.00	

Halff is requesting a total fee of $119,270.00 for the Supplemental Design Services on this project, as shown in Attachments A through E. Halff is estimating a total of twenty-two (22) weeks for design as shown in Attachment C.

We appreciate the opportunity to continue to work with you on this very important project. Please feel free to contact me if you have any questions or need additional information.

Sincerely,
HALFF ASSOCIATES, INC.

Long Nguyen, P.E.
Operations Manager, The Woodlands

Cc: File

Attachments:
Attachment “A”: Detailed Scope of Services
Attachment “B”: Level of Effort
Attachment “C”: Project Schedule
Attachment “D”: Project Area Map
Attachment “E”: Proposal for Additional Topographic Survey Services

Wael Tabara, P.E., MASc, CFM, Env SP
Assistant County Engineer
October 27, 2025

ATTACHMENT "A"

UNDERSTANDING OF THE SCOPE OF WORK

Objective

The original design phase services objective of the Hastings Area Road and Drainage Improvements is to design improvements to the roadway and ditch system along Choate Drive, Chigger Creek Drive, and Hastings Circle that will lessen frequent ponding within the right-of-way and provide asphalt pavement. The intent of this work order is to prepare and submit construction-ready plans, construction documents, and estimate based on TxDOT items.

Halff submitted 60% drawings, cost estimate, and specifications to Brazoria County on June 6th, 2023. The 60% design included raising the road profile of Hastings Circle up to 36-inches to allow cross culverts underneath the roadway as recommended in the Hastings Drainage Memorandum approved on August 8th, 2023. However, after further review and discussion, Halff and Brazoria County have agreed to redesign the Hastings Circle roadway to match existing grade and lower the ditch flowlines by adding a new storm sewer outfall at the northeast corner of Hastings Circle. Brazoria County is in the process of acquiring a 20-ft wide storm sewer easement along the parcel owned by Willie Jenkins to accommodate the new outfall.

Existing Conditions

The project limits encompass the following:

- approximately 1,950 linear feet along Choate Drive from 430 feet east of the intersection of Hastings Road
- approximately 2,400 linear feet along Chigger Creek Drive south of Choate Drive
- approximately 2,750 linear feet along Hastings Circle east of Hastings Road
- approximately 500 linear feet along the proposed storm sewer easement on Willie Jenkins parcel north of Hastings Circle to the Chigger Creek bypass channel

The existing Hastings Area drains via roadside ditches and outfalls into Chigger Creek east of the project area.

SCOPE OF SERVICES

Civil Design Services

- Utility Conflict Analysis and Coordination
  - Halff will coordinate with AT&T, Texas New Mexico Power, and other private utilities and product pipelines within the project area for available utility records and obtain signatures on final drawings to ensure that utilities are depicted correctly. Where potential conflicts exist, Halff will coordinate with the respective private utility company.

- Project Management
  - Halff will provide management activities to facilitate the design of the project to include invoicing, progress meetings, coordination for data collection, staffing, QAQC deliverables, and design guidance.
- Meetings
  - Halff will attend up to twelve (12) virtual meetings with the County as necessary to discuss proposed design and progress.
- Site Visits
  - Halff will conduct up to two (2) field visits to evaluate site conditions.
- Plans
  - Halff will update drawings, that will include: a cover sheet, index of sheets, general notes, legend and abbreviations, overall layout, existing and proposed typical sections, drainage area map, plan and profiles, cross sections, pavement marking and signage plans, traffic control plans, storm water pollution prevention details, and applicable standard details.
- Technical Specifications List
  - Halff will prepare a list of Technical Specifications needed based on the bid items with 90% and final submittals. Brazoria County will provide front end documents and project manual.
- Cost Estimate
  - Halff will prepare cost estimates at 90% and construction-ready stages in Microsoft Excel format utilizing TxDOT bid items.
- Bid Phase Services
  - Attendance at the pre-bid meeting and compilation of notes for distribution.
  - Preparation of pre-bid responses and responding to questions.
  - Preparation of bid recommendation letter and bid tabulation summary.
- Deliverables:
  - 90% Design PS&E for review
  - 100% Sealed (Construction-Ready) PS&E
- Schedule
  - See Attachment “C”

Additional Topographic Survey

Services will be subcontracted to Landtech, Inc.

- Scope of Services
  - See Attachment “E”
- Schedule
  - See Attachment “E”
- Billing
  - See Attachment “E”. Subcontract invoices will be submitted as they are received in the amount received and approved up to the not-to-exceed budget included in the attached proposal along with a 10% subcontract markup.

SERVICES NOT INCLUDED IN THIS SCOPE OF WORK:

- Design of sanitary sewer or water line
- Subsurface Utility Engineering (SUE) services
- 30% and 60% PS&E submittals
- Encroachment Exhibits
- Performing hydraulic modelling for alternative analysis
- Drainage calculations and HGLs in profile view
- Coordination with TxDOT
- Traffic studies or signal warrant studies
- Traffic Signal design
- ROW Acquisition Services
- Title Services
- Right-of-entry Services
- SWPPP Report and SWQMP Report
- Construction Phase Services
- Construction progress meetings
- Construction site visits
- Attending the pre-construction and substantial completion inspection meetings

Attachment "B"
Hastings Area Road and Drainage Improvements
Supplemental Design Services

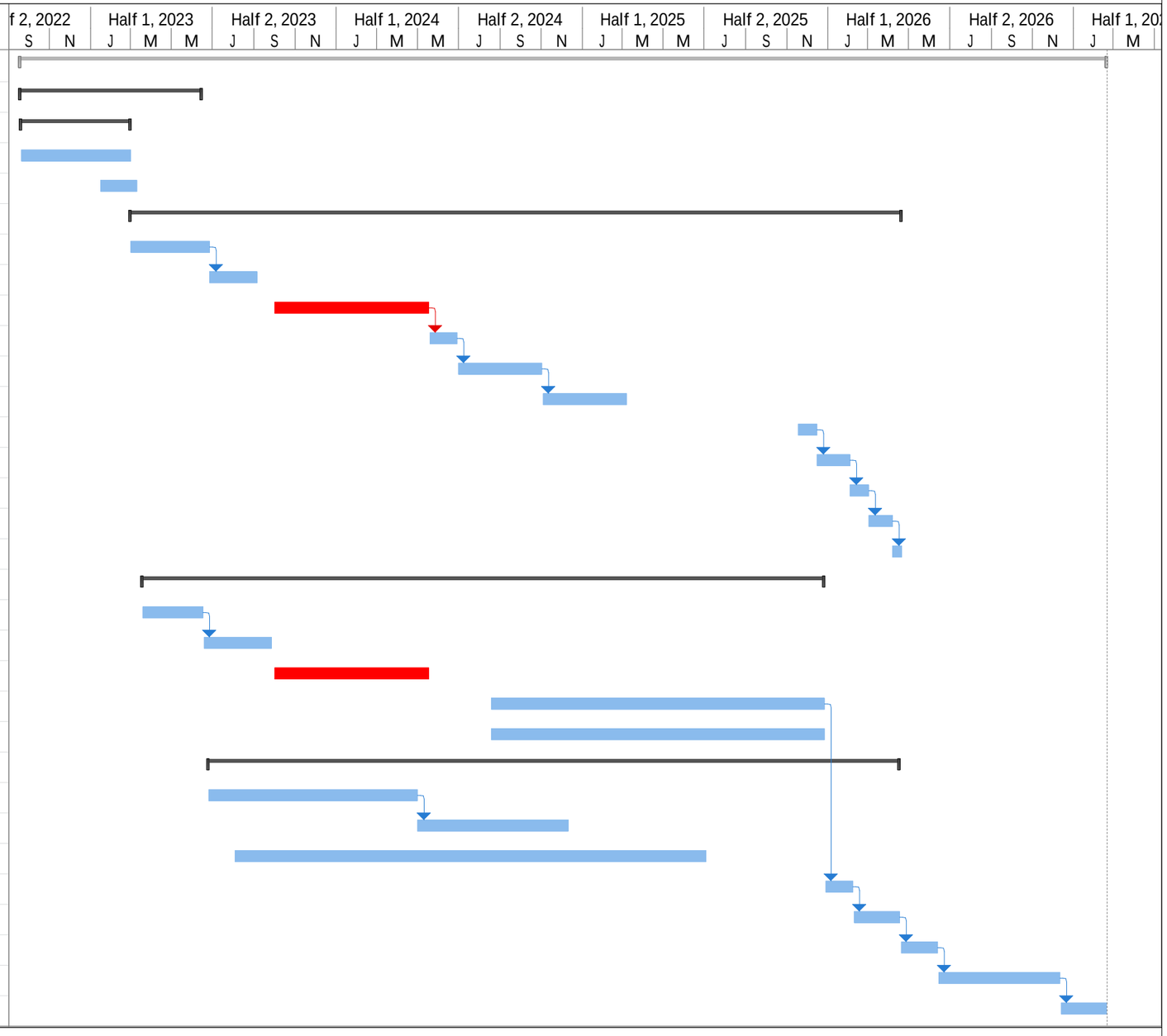
Date: 10/27/2025	Managing Director	Project Manager	Project Engineer	EIT	Senior CADD Technician	GIS	Admin	Total Hours	Total Cost
HOURLY RATE	$ 259	$ 190	$ 155	$ 135	$ 135	$ 121	$ 60		
DESIGN PHASE SERVICES:									
Project Management									
1.A Project Progress Meetings (assumed 12 months)		12						12	$ 2,277
1.B Project Site Visits (2 anticipated)		10		10				20	$ 3,243
1.C Coordination with Private Utilities		40		8				48	$ 8,666
1.D Coordination with GrantWorks & GLO		8						8	$ 1,518
1.E QAQC Deliverables	4	24	24					52	$ 9,315
Subtotal Hours	**4**	**94**	**24**	**18**	**0**	**0**	**0**	**140**	
Subtotal Fee	**$ 1,035**	**$ 17,837**	**$ 3,726**	**$ 2,422**	**$ -**	**$ -**	**$ -**		**$ 25,019**
Civil Design Services 90% Design Review Submittals and 100% Bid Ready Set									
2.A General Project Drawings									
Cover Sheet				1	2			3	$ 404
Index of Sheets				1	2			3	$ 404
Legend & Abbreviations				1	2			3	$ 404
General Notes				1	2			3	$ 404
Existing and Proposed Typical Sections				4	8			12	$ 1,615
Project Layouts				2	4			6	$ 807
Summary of Quantities				4	4			8	$ 1,076
Drainage Area Maps			4	12	16			32	$ 4,388
2.B Plan and Profile Drawings									
Paving and Drainage Plan and Profiles (16 sheets)		6	48	96	112			262	$ 36,577
Outfall Plan and Profile (1 sheet)		2	6	12	16			36	$ 5,078
2.C Miscellaneous Drawings									
Cross Sections (12 sheets)		2	4	8	16			30	$ 4,230
Driveway Table			4	8	12			24	$ 3,312
Pavement and Storm Sewer Details			1	2	2			5	$ 693
Pavement Marking and Signage Sheets			2	12	12			26	$ 3,540
Pavement Marking and Signage Details			1	2	2			5	$ 693
Traffic Control Plan			2	12	12			26	$ 3,540
Traffic Control Details			1	2	2			5	$ 693
SWPPP Details			1	2	2			5	$ 693
2.D Drainage Analysis to Size New Outfall		4	8	8				20	$ 3,077
2.E Estimate of Probable Construction (90%, and Final)		4	24	32				60	$ 8,791
2.F Technical Specifications List (90% and Final)		1	2	2				5	$ 769
2.G Additional Topographic Survey of parcel H11E for New Outfall								0	$ 3,300
Subtotal Hours	**0**	**19**	**108**	**224**	**228**	**0**	**0**	**579**	
Subtotal Fee	**$ -**	**$ 3,605**	**$ 16,767**	**$ 30,139**	**$ 30,677**	**$ -**	**$ -**		**$ 84,489**
TOTAL FEES: DESIGN PHASE SERVICES									**$ 109,508**

Attachment "B"
Hastings Area Road and Drainage Improvements
Supplemental Design Services

Date: 10/27/2025	Managing Director	Project Manager	Project Engineer	EIT	Senior CADD Technician	GIS	Admin	Total Hours	Total Cost
HOURLY RATE	$ 259	$ 190	$ 155	$ 135	$ 135	$ 121	$ 60		
BID PHASE SERVICES:									
Bid Phase Services									
3.A Attend pre-bid meeting & compile notes		8	8					16	$ 2,760
3.B Prepare pre-bid responses & respond to questions		2	4					6	$ 1,001
3.C Prepare bid recommendation letter & bid tabulation		2	4					6	$ 1,001
Subtotal Hours	**0**	**12**	**16**	**0**	**0**	**0**	**0**	**28**	
Subtotal Fee	**$ -**	**$ 2,277**	**$ 2,484**	**$ -**	**$ -**	**$ -**	**$ -**		**$ 4,761**
TOTAL FEES: BID PHASE SERVICES									**$ 4,761**
REIMBURSABLE EXPENSES:									
Reimbursable Expenses									
4.A Direct costs								0	$ 5,000
Subtotal Hours	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
Subtotal Fee	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**$ 5,000**
TOTAL FEES: REIMBURSABLE EXPENSES									**$ 5,000**
TOTAL FEES: DESIGN PHASE SERVICE, BID PHASE SERVICES, & REIMBURSABLE EXPENSES									**$ 119,270**

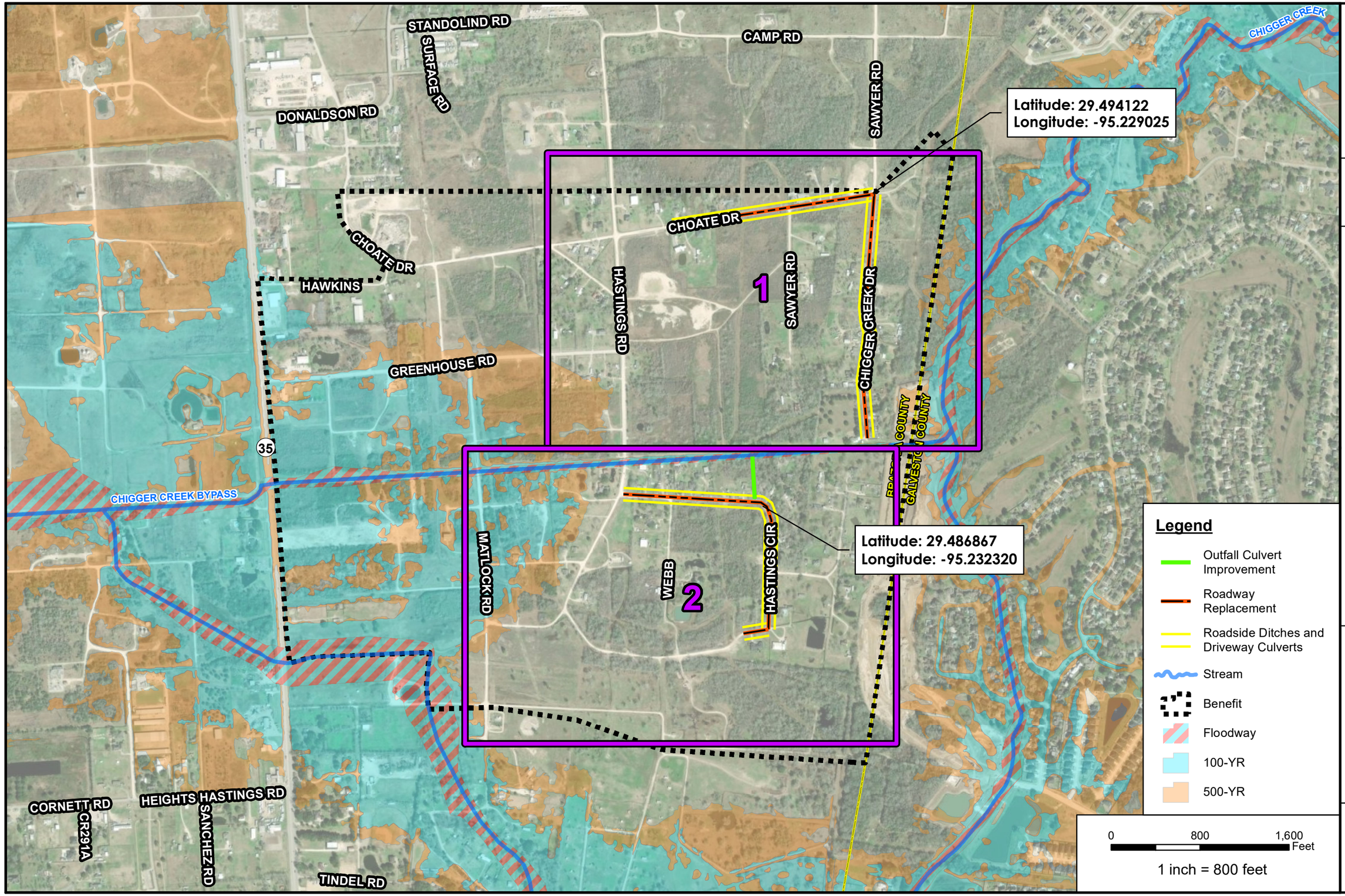
Hastings Area Road Improvements
Attachment "C" - Project Schedule

ID	Task Name	Duration	Start	Finish
0	Hastings Area Road and Drainage Improvements	1155 days	Mon 9/19/22	Fri 2/19/27
1	Drainage Report	194 days	Mon 9/19/22	Thu 6/15/23
9	Survey	117 days	Tue 9/20/22	Wed 3/1/23
12	Geotechnical Analysis	117 days	Tue 9/20/22	Wed 3/1/23
13	SUE Test Holes	40 days	Mon 1/16/23	Fri 3/10/23
14	Design	818 days	Thu 3/2/23	Mon 4/20/26
15	60% Design Submittal	83 days	Thu 3/2/23	Mon 6/26/23
16	Environmental Clearance & AUGF (GrantWorks)	51 days	Tue 6/27/23	Tue 9/5/23
17	Project Cancelled	165 days	Mon 10/2/23	Fri 5/17/24
18	Finalize Project Limits for Amendment	30 days	Mon 5/20/24	Fri 6/28/24
19	Amendment (GrantWorks)	90 days	Mon 7/1/24	Fri 11/1/24
20	GLO Amendment Approval	90 days	Mon 11/4/24	Fri 3/7/25
21	Additional Survey	20 days	Tue 11/18/25	Mon 12/15/25
22	90% Design Submittal	35 days	Tue 12/16/25	Mon 2/2/26
23	90% Review Brazoria County	20 days	Tue 2/3/26	Mon 3/2/26
24	Final Design Submittal (Signed and Sealed)	25 days	Tue 3/3/26	Mon 4/6/26
25	Brazoria County Final Review and Approval	10 days	Tue 4/7/26	Mon 4/20/26
26	ROW Acquisition	725 days	Mon 3/20/23	Fri 12/26/25
27	Finalize Road Alignment & ROW	65 days	Mon 3/20/23	Fri 6/16/23
28	Parcel Maps and Metes & Bounds	72 days	Mon 6/19/23	Tue 9/26/23
29	Project Cancelled	165 days	Mon 10/2/23	Fri 5/17/24
30	ROW Acquisition - 32 Parcels	355 days	Mon 8/19/24	Fri 12/26/25
31	Uniform Relocation Process (URA act) County	355 days	Mon 8/19/24	Fri 12/26/25
32	Utility Relocation	735 days	Mon 6/26/23	Fri 4/17/26
33	Aqua Water Line Relocation Design	222 days	Mon 6/26/23	Tue 4/30/24
34	Aqua Water Line Relocation	160 days	Wed 5/1/24	Tue 12/10/24
35	Denbury Gas Pipeline Relocation	500 days	Fri 8/4/23	Thu 7/3/25
36	TNMP Power Pole Relocation	30 days	Mon 12/29/25	Fri 2/6/26
37	AT&T Utility Relocation	50 days	Mon 2/9/26	Fri 4/17/26
38	Bid Phase	40 days	Mon 4/20/26	Fri 6/12/26
39	Construction Phase Services	130 days	Mon 6/15/26	Fri 12/11/26
40	GLO - Close Out Project	50 days	Mon 12/14/26	Fri 2/19/27



Project: Hastings Area Road Improvements
Date: Mon 10/27/25

Task	External Tasks	Manual Task	Finish-only	Progress
Split	External Milestone	Duration-only	Deadline	Manual Progress
Milestone	Inactive Task	Manual Summary Rollup	Baseline	
Summary	Inactive Milestone	Manual Summary	Baseline Milestone	
Project Summary	Inactive Summary	Start-only	Baseline Summary	



PROJECT AVO 35730

DATUM & COORDINATE SYSTEM

NAD 1983 2011 StatePlane Texas South Central FIPS 4204 FtUS

N W E S

Brazoria County CDBG-DR Hurricane Harvey

Project Area - Hastings

INDEX

612

Date: 1/10/2025

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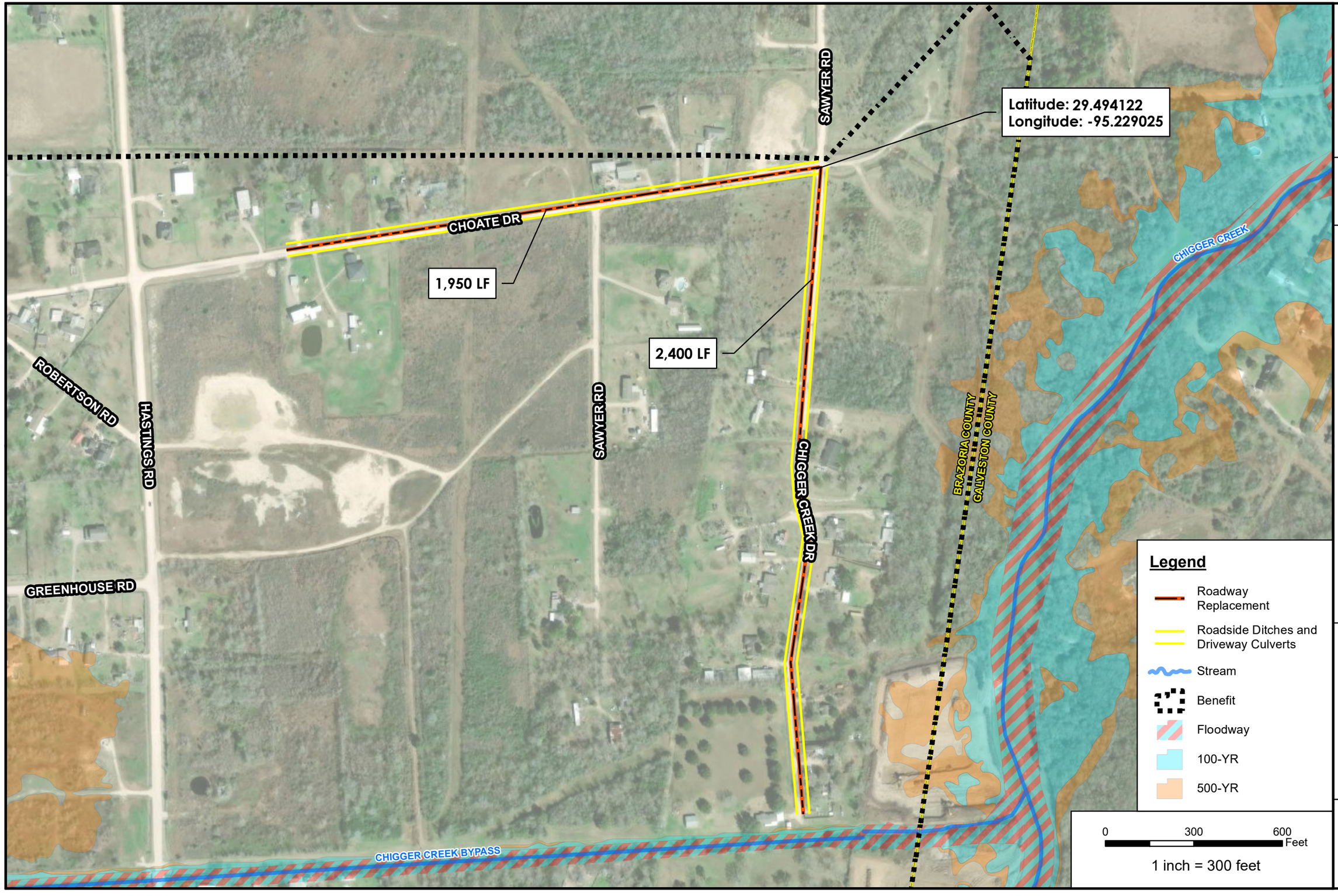

PROJECT AVO 35730

DATUM & COORDINATE SYSTEM

NAD 1983 2011 StatePlane Texas South Central FIPS 4204 FtUS

N W E S

Brazoria County CDBG-DR Hurricane Harvey

Project Area - Hastings

STATE OF TEXAS COUNTY OF BRAZORIA

TEXAS GENERAL LAND OFFICE ESTABLISHED 1836

PAGE 1

Date: 1/10/2025

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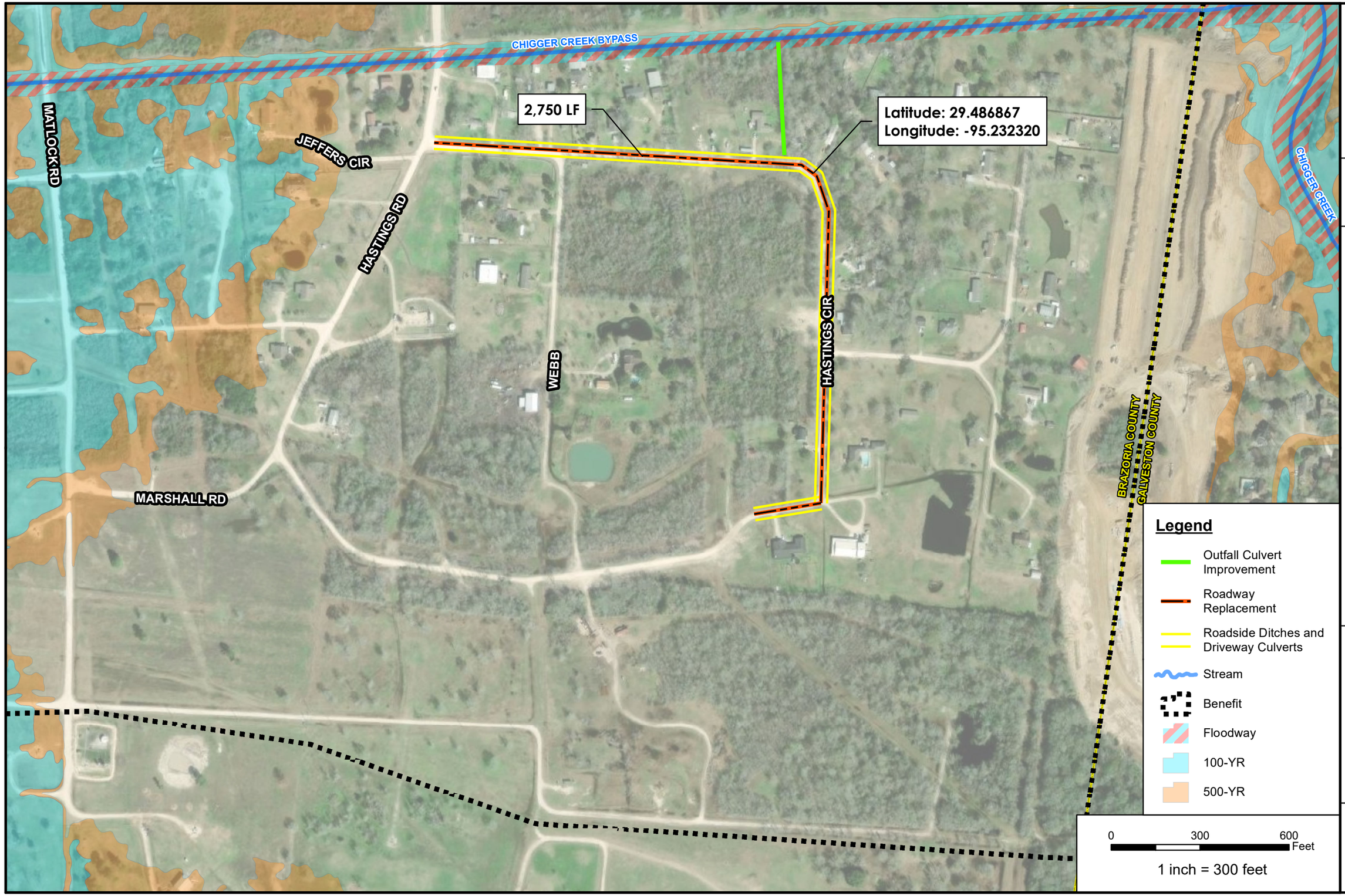

PROJECT AVO 35730

DATUM & COORDINATE SYSTEM

NAD 1983 2011 StatePlane Texas South Central FIPS 4204 FtUS

N
W
E
S

Brazoria County CDBG-DR Hurricane Harvey

Project Area - Hastings

PAGE 2

Date: 1/10/2025

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Wael Tabara, P.E., MASc, CFM, Env SP
Assistant County Engineer
October 27, 2025

Attachment "E"

SUB-CONSULTANT PROPOSAL – ADDITIONAL TOPOGRAPHIC SURVEY SERVICES

Landtech, Inc.
1315 W Sam Houston Pkwy N, Suite 100
Houston, TX 77043
T: 713-861-7068; F: 713-861-4131
TBPELS Reg. No. 10019100

November 18, 2024

Mr. Wael Tabara, P.E., MASc, CFM, Env SP
Assistant County Engineer
Brazoria County Engineering
451 N. Velasco, Suite 230
Angleton, Texas 77515

RE: Hastings Area Road and Drainage Improvements
Additional Topo for parcel H11E

Dear Mr. Tabara:

It is my pleasure to submit this proposal for providing a professional surveying service for the above referenced project.

The scope of work and associated fee are as follows:

1. Topographic survey of parcel H11E and cross sections at 50-foot intervals.

2. Cross sections of the Chigger Creek bypass channel at H11E, extending 100' west and 100' east.

3. Update topo drawing 2D and DTM

Total fee: $3,000.00

Deliverable: AutoCAD drawing

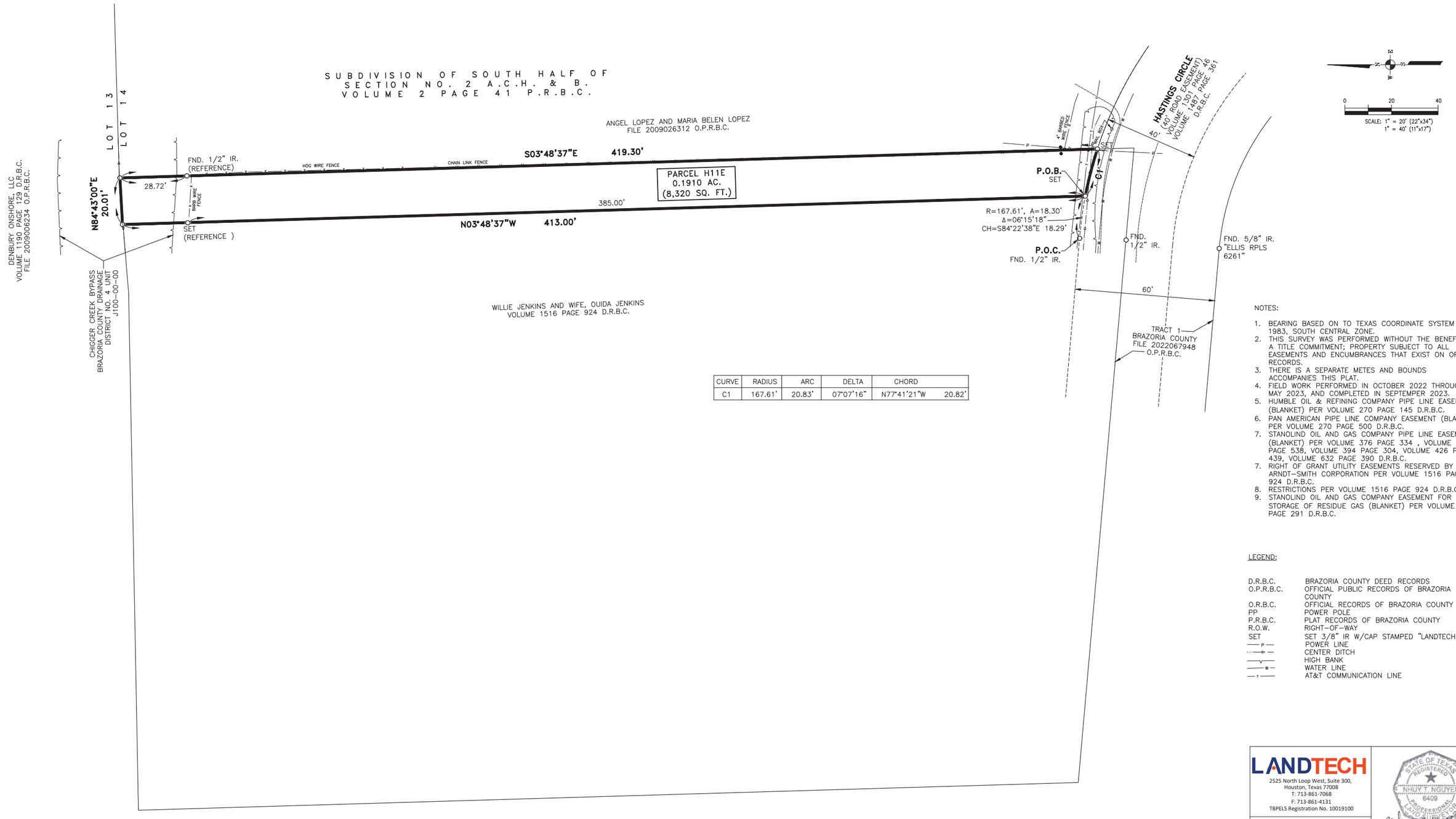
The project will be completed within 4 weeks after receiving the Notice to Proceed.

We look forward to the opportunity to assist you with this project.

Sincerely,

nhuy nguyen _____ 11/18/2024
Nhuy Nguyen, RPLS

S:\2022\2220158 HASTINGS\SEND\2024-11-21 proposal\Hastings Area H11E Add Topo Proposal.docx



CURVE	RADIUS	ARC	DELTA	CHORD	
C1	167.61'	20.83'	07°07'16"	N77°41'21"W	20.82'

NOTES:

1. BEARING BASED ON TO TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT; PROPERTY SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES THAT EXIST ON OR OFF RECORDS.
3. THERE IS A SEPARATE METES AND BOUNDS ACCOMPANIES THIS PLAT.
4. FIELD WORK PERFORMED IN OCTOBER 2022 THROUGH MAY 2023, AND COMPLETED IN SEPTEMPER 2023.
5. HUMBLE OIL & REFINING COMPANY PIPE LINE EASEMENT (BLANKET) PER VOLUME 270 PAGE 145 D.R.B.C.
6. PAN AMERICAN PIPE LINE COMPANY EASEMENT (BLANKET) PER VOLUME 270 PAGE 500 D.R.B.C.
7. STANOLIND OIL AND GAS COMPANY PIPE LINE EASEMENT (BLANKET) PER VOLUME 376 PAGE 334 , VOLUME 389 PAGE 538, VOLUME 394 PAGE 304, VOLUME 426 PAGE 439, VOLUME 632 PAGE 390 D.R.B.C.
7. RIGHT OF GRANT UTILITY EASEMENTS RESERVED BY ARNDT–SMITH CORPORATION PER VOLUME 1516 PAGE 924 D.R.B.C.
8. RESTRICTIONS PER VOLUME 1516 PAGE 924 D.R.B.C.
9. STANOLIND OIL AND GAS COMPANY EASEMENT FOR STORAGE OF RESIDUE GAS (BLANKET) PER VOLUME 429 PAGE 291 D.R.B.C.

LEGEND;

D.R.B.C.	BRAZORIA COUNTY DEED RECORDS
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY
O.R.B.C.	OFFICIAL RECORDS OF BRAZORIA COUNTY
PP	POWER POLE
P.R.B.C.	PLAT RECORDS OF BRAZORIA COUNTY
R.O.W.	RIGHT–OF–WAY
SET	SET 3/8" IR W/CAP STAMPED "LANDTECH"
—— P ——	POWER LINE
·-·-▷-·-·	CENTER DITCH
——V——	HIGH BANK
—— W ——	WATER LINE
— T —	AT&T COMMUNICATION LINE

SURVEY FOR 0.1910 ACRE (8,320 SQUARE FEET) OF LAND BEING OUT OF LOT 14, SUBDIVISION OF THE SOUTH HALF OF SECTION NO. 2 A.C.H. & B., AS RECORDED IN VOLUME 2 PAGE 41 OF THE PLAT RECORDS OF BRAZORIA COUNTY, SITUATED IN THE A.C.H. & B. SURVEY, SECTION 2, ABSTRACT 462, BRAZORIA COUNTY, TEXAS.

OWNER: WILLIE JENKINS, ET UX.
19886 HASTINGS CIRCLE
ALVIN, TX 77511–8832

LANDTECH
2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7068
F: 713-861-4131
TBPELS Registration No. 10019100

SURVEYED BY: LANDTECH, INC
FB NO.

STATE OF TEXAS REGISTERED NHUY T. NGUYEN 6409 PROFESSIONAL LAND SURVEYOR
9/25/2023

BRAZORIA COUNTY, TEXAS
HASTINGS AREA ROAD AND DRAINAGE IMPROVEMENTS
PARCEL H11E
SHEET 1 OF 1

DESIGN BY:	STATE	COUNTY	HIGHWAY NO
	TEXAS	BRAZORIA	
CHECK BY:	SCALE	DRAWING NO.	SHEET
	AS NOTED		

FILE NAME: S:\2022\2220158 HASTINGS\CADD\PARCEL MAPS\H11E JENKIN - 2.dwg DATE: September 25, 2023, TIME: 3:54 PM, USER: knguyen AVO: 35730

EXHIBIT "B"
INSURANCE REQUIREMENTS

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

2. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

3. Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

5. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

EXHIBIT "C"
COMPLIANCE WITH LAWS

The Consultant agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to transportation projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors comply with applicable laws:

i. The Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. §§ 12101 et seq.; 28 C.F.R. § 35; 29 C.F.R. § 1630);

ii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.) and United States Department of Transportation regulation, 49 C.F.R. Part 21;

iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601 et seq.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to acquisitions by the Borrower of easements or other real property rights for the relocated facilities;

iv. Equal employment opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 F.R. 12319), any Executive Order amending such order, and implementing regulations (29 C.F.R. §§ 1625-27, 1630; 28 C.F.R. § 35; 41 C.F.R. § 60; and 49 C.F.R. § 27);

v. Restrictions governing the use of Federal appropriated funds for lobbying (31 U.S.C. § 1352; 49 C.F.R. § 20);

vi. The Clean Air Act, as amended (42 U.S.C. §§ 1857 et seq., as amended by Pub. L. 91-604);

vii. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.);

viii. The Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq., as amended by Pub. L. 92-500);

ix. The Endangered Species Act, 16 U.S.C. § 1531, et seq.

x. 23 U.S.C. §138 [49 U.S.C. §303]

xi. The health and safety requirements set forth in 23 C.F.R. § 635.108;

xii. The prevailing wage requirements set forth in 42 U.S.C. § 276a, 23 U.S.C. § 113, as supplemented by 29 C.F.R. Part 5, 23 C.F.R. §§ 635.117(f), 635.118 and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements;

xiii. The Buy America requirements set forth in Section 165 of the Surface Transportation Assistance Act of 1982 and implementing regulations (23 C.F.R. § 635.410);

xiv. The requirements of 23 U.S.C. §§ 101 et seq. and 23 C.F.R.; and

xv. The applicable requirements of 49 C.F.R. Part 26 relating to the Disadvantaged Business Enterprise program.

AGREED TO AND ACKNOWLEDGED THIS 5th DAY OF November, 2025

Halff Associates, Inc.

a Texas company

By: _____

Name: Long Nguyen, PE

Title: Vice President

Date: 11-5-2025

EXHIBIT "D"
CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at http://www.brazoria-county.com/purch/Index.asp.

NOT APPLICABLE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1385715

Date Filed:
11/05/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Halff Associates, Inc.
Richardson, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Brazoria County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Hastings Phase II
Professional Engineering Design Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Atkinson , Erin	Fort Worth , TX United States	X	
Baker Daily, Jessica	Richardson, TX United States	X	
Cranston, Shaun	Austin, TX United States	X	
Engelhardt, Cindy	Austin, TX United States	X	
Hollis, Leigh	Richardson, TX United States	X	
Ickert, Andrew	Fort Worth, TX United States	X	
Jackson, Todd	Austin, TX United States	X	
Logan, Josh	San Antonio, TX United States	X	
Murray, Menton	McAllen, TX United States	X	
Pylant, Ben	Fort Worth , TX United States	X	
Sagel, Joseph	Richardson, TX United States	X	
Smith, Ryan	Frisco, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1385715

Date Filed:
11/05/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Halff Associates, Inc.
Richardson, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Brazoria County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Hastings Phase II
Professional Engineering Design Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Long Nguyen, and my date of birth is 1/20/1986.

My address is 9303 New Trails Drive Suite 400, The Woodlands (city), TX (state), 77381 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Montgomery County, State of Texas, on the 5th day of November (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT "E"
CONFLICT OF INTEREST DISCLOSURE

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

A person commits an offense if the person knowingly violates Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM.

Texas Local Government Code Chapter 176 can be found here:
http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

THERE ARE NO KNOWN BUSINESS RELATIONSHIPS BETWEEN HALFF ASSOCIATES, INC. OR ANY OF ITS EMPLOYEES OR PRINCIPALS WITH THE LOCAL GOVERNMENTAL ENTITY

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

None

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No **NOT APPLICABLE**

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No **NOT APPLICABLE**

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

NONE

6 ☐ **N/A** Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

11/5/2025

Date

EXHIBIT "F"
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.7. **11/18/2025**

Engineering Services for the CR 179 Bridge Repair Project

Approve the additional expenditure of $86,399.00 to IEA Inc, to develop Plans, Specifications and Estimates required for the repair of CR 179 bridge at Drainage Ditch NBI No. 12-020-0-AA0771-001 “Project”; and

Whereas, the required repair work is the direct result of damages caused by construction activities conducted by EzeeFiber Utility Company; and

Whereas, the attached scope of work identifies the services necessary to support the design process for the Project.

Further, that the Court authorizes use of the Brazoria County Insurance Reserve (Fund 73000) for funding of this expenditure.

Further, that the County Judge or his designee be authorized to sign the attached Professional Services Contract and that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This Agreement for professional services ("Agreement") is made and entered into by and between **BRAZORIA** COUNTY, a political subdivision of the State of Texas, hereinafter referred to as the "County" and IEA, Inc., a Texas Corporation, hereinafter referred to as "Consultant".

RECITALS

The County intends to repair of CR 179 bridge over Drainage Ditch NBI No. 12-020-0-AA0771-001 hereinafter called the "Project";

Whereas, the required repair work is the direct result of damages caused by construction activities conducted by EzeeFiber Utility Company, and

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

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

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

TERMS

Article 1
Scope of Agreement

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

Article 2
Character and Extent of Services

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

2.02 The Consultant and County agree and acknowledge that the County is entering into this Contract in reliance on the Consultant's competence and qualifications, as those were presented to County by Consultant with respect to professional services. The Consultant, in consideration for

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

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

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

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

2.06 All work provided under this Agreement shall conform to and be in the format required by Federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, the Federal Highways Administration, the Federal Emergency Management Agency, the Environmental Protection Agency, the Texas Commission on Environmental Quality, and the Texas Department of Transportation as applicable to the project. Other Federal and local funding sources may impose additional and/or differing requirements. The project may utilize funding from the following: grants, ad valorem taxes; general obligation bonds, which all requirements for this contract must adhere to the requirements.

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

Article 3
Time for Performance

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

Article 4
Consultant Compensation

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

Article 5
Time of Payment

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

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

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

Article 6
Compliance Standards

6.01 The Consultant agrees to perform the work hereunder in accordance with County's road and bridge specifications or Texas Department of Transportation road and bridge specifications, Brazoria County Drainage Criteria Manual and other generally accepted standards applicable

thereto, and shall use that degree of care and skill commensurate with the Consultants profession to comply with all applicable state, Federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and Consultant's performance.

Article 7
Procurement, Suspension and Debarment

7.01 The Consultant certifies by execution of this Agreement or Contract that it is not ineligible for such participation in Federal or state assistance programs. The Consultant further agrees to include this certification in all Agreements or Contracts between itself and any subcontractor in connection with the services performed under this Agreement or Contract. The Consultant also certifies that it will notify the County in writing if it is not in compliance with Federal or State assistance programs at any time during the term of this Agreement or Contract. The Consultant agrees to refund Brazoria County for any payments made to the Consultant that would have been properly payable or reimbursable from Federal or state funds but for the fact that such payment failed to comply with Federal or state assistance programs.

Article 8
Ownership of Documents, Copyright

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

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

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

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

Article 9
Public Contact

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

Article 10
Consultant's Insurance Requirements

10.01 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (except Professional Liability which is on a Claims Made policy) from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "B."**

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

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

Article 11
Indemnification

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

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

Article 12
Dispute Resolution

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

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

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

Article 13
Termination

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

Article 14
Notice

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

County:	**Consultant:**
Brazoria County Engineer	IEA, Inc.
451 N. Velasco, Suite 230	13501 Katy Fwy, Suite 3425
Angleton, Texas 77515	Houston, Texas 77079
ATTN: Matthew Hanks, JD, PE	ATTN: Wilson Wong, P.E.
Email: matth@brazoria-county.com	Email: wwong@ieaworld.com
Phone: 979-864-1265	Phone: 832-275-5037

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

Article 15
Successors and Assigns

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

Article 16
Applicable Law

16.01 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Brazoria County, Texas for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

Article 17
Modifications

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

Article 18
Authority of County Engineer

18.01 The County Engineer shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Consultant. His decision shall be final. It is mutually agreed by both parties that the County Engineer shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Engineer in such shall be final and binding alike on both parties hereto. But, nothing contained in this Article shall be construed to authorize the County Engineer to alter, vary or amend any of the terms or provisions of this Agreement.

Article 19
Severability

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

Article 20
Merger

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

Article 21
Boycott Verification

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

Definitions:

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

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

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

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

This verification is only required for a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be

paid wholly or partly from public funds of the governmental entity. If your contract value or number of employees does not reach that threshold, please provide a written certification of the contract amount and number of employees.

By signing this contract consultant agrees to the following:

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

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

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

Article 22
Attachments

22.01 The following attachments are a part of this Agreement:

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

Article 23
Execution

23.01 The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court of Brazoria County, Texas, so authorizing. This Agreement shall not become effective until executed by all Parties hereto.

Brazoria County, Texas	**IEA, Inc**
	a Texas **company**
By: _____	**By:** Wilson Wong, PE
L.M. (Matt) Sebesta, Jr	**Name: Wilson Wong, P.E.**
County Judge	**Title: Houston Office Director**
Date: _____	**Date:** 11/05/25

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

SERVICES TO BE PROVIDED BY THE ENGINEER

Project Name: CR 179 at GCWA Canal and Drainage Ditch Bridge Repair
County:Brazoria

The work to be performed by the Engineer shall consist of providing engineering services required for the preparation of plans, specifications and estimates (PS&E) and related documents, for repair of bridge approach and appurtenances at the following location.

Location

Limits:
CR 179 at GCWA Canal and Drainage Ditch
Description:
Repair existing west end of bridge approach and appurtenances.
Work to be Performed:
Technical memo documenting assumptions and exceptions along with 2 repair alternatives; and PS&E preparation.

FEASIBILITY STUDIES: FUNCTION CODE 102

110.1 Data collection. The Engineer shall:

Collect, review, and evaluate data described below. The Engineer shall notify the County in writing whenever the Engineer finds disagreement with the information or documents:

1. Data from the County, include, but are not be limited to, "as-built plans" and plans conducted by other agencies and groups, existing channel and drainage easement data, Bridge Inspection record.
2. Conduct field reconnaissance and collect data including a photographic record of notable existing features.

ROADWAY DESIGN CONTROLS: FUNCTION CODE 160

160.1 Roadway Repair. The Engineer shall provide roadway repair details.

160.2. Cut and Fill Quantities. The Engineer shall develop an earthwork analysis to determine cut and fill quantities based on as-built plans and field observations. No survey design is included in the scope.

ROADWAY DESIGN: FUNCTION CODE 162

SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION (PERMANENT)

162.1. Signing. The Engineer shall prepare drawings, specifications and details for all signs. The Engineer shall coordinate with the County for overall temporary, interim, and final signing strategies and placement of signs outside contract limits. The Engineer shall:

1. Prepare sign detail sheets and shall provide a summary of small signs to be removed, relocated, or replaced.

162.2. Pavement Marking. The Engineer shall detail both permanent and temporary pavement markings and channelization devices on plan sheets. The Engineer shall coordinate with the county for overall temporary, interim, and final pavement marking strategies.

MISCELLANEOUS (ROADWAY): FUNCTION CODE 163

The Engineer shall provide the following services:

163.1. Traffic Control Plan, Detours, Sequence of Construction. The Engineer shall develop a sequence of construction and method of handling traffic during each phase. The Engineer shall provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag person, etc.) to be used to handle traffic including intersections during each construction sequence.

163.2. Storm Water Pollution Prevention Plans (SW3P). The Engineer shall develop SW3P, on separate sheets from (but in conformance with) the TCP, to minimize potential impact to receiving waterways. The SW3P shall include text describing the plan, quantities, type, phase and locations of erosion control devices and any required permanent erosion control.

163.4. Compute and Tabulate Quantities. The Engineer shall provide the summaries and quantities at milestone final submittals.

163.5. Miscellaneous Details. The Engineer shall provide necessary details required to supplement standard details and other miscellaneous sheets to complete the PS&E package.

163.6. Estimate. The Engineer shall independently develop and report quantities necessary to construct contract in standard County bid format at the specified milestones and Final PS&E submittals. Estimates for Roadway and Bridge repairs will be separated.

163.7. Specifications and General Notes. The Engineer shall identify necessary standard specifications, special specifications, special provisions and the appropriate reference items. The Engineer shall prepare General Notes, Special Specifications and Special Provisions for inclusion in the plans and bidding documents.

CONTRACT MANAGEMENT AND ADMINISTRATION: FUNCTION CODE 164:

The ENGINEER shall:

a. Perform all work in accordance with the County's latest practices, criteria, specifications, policies, procedures and Standards of Uniformity (SOU). All documents shall be sufficient to satisfy the current SOUs available from the County.

b. Notify the County of its schedule, in advance, for all field activities.

c. Prepare monthly written progress reports.

d. Develop and maintain a detailed project schedule to track project conformance to Exhibit C, Work Schedule. The schedule submittals shall be electronic format.

BRIDGE DESIGN: FUNCTION CODE 170

170.1. Technical Memo - Evaluate Up to 2 Repair Alternatives. The Engineer shall evaluate up to two alternatives that are practicable and reasonable to identify the most feasible repair method. For each alternative, the Engineer shall prepare a preliminary design, cost estimate, and exhibit to determine the preferred alternative.

170.2. Bridge Approach and Appurtenances Repair Details. The Engineer shall prepare the repair detailed plan sheets after the recommended alternative is approved.

GEOTECHNICAL SERVICES – No geotechnical design services is included in the scope. The Engineer will review existing geotechnical report and conform to slope stability requirement at bridge abutment.

SURVEY SERVICES – No survey design services is included in the scope. The Engineer will use as-built plans and onsite field observations for design purposes.

CONSTRUCTION ENGINEERING: FUNCTION CODE 351

The Engineer shall provide Construction Phase Services at the written request of the County's Project Manager. The written request must include a description of the work requested, a mutually agreed upon time limit, and any special instructions for coordination and submittal. These services shall include, but are not limited to the following:

a. Attend preconstruction meeting
b. Attend field meetings and make visits to site
c. Calculate quantities and assist the County in preparing change orders
d. Review and approval of shop drawings
e. Responding to requests for information (RFIs)
f. Other project related tasks in support of the County during construction

SUMMARY OF FEE SCHEDULE	
	TOTAL
BASIC SERVICES (LUMP SUM)	$81,387.00
CONSTRUCTION PHASE SERVICES (T&M)	$5,012.00
TOTAL	**$86,399.00**

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
ROUTE AND DESIGN STUDIES (FC 110)							
DATA COLLECTION AND FIELD RECON	4	4					8
EXISTING CONDITION ASSESSMENT	4	4					8
REVIEW EXISTING GEOTECHNICAL REPORT		2		4			6
REVIEW UTILITY BORE PLAN	1	4					5
HOURS SUB-TOTALS	9	14	0	4	0	0	27
CONTRACT RATE PER HOUR	$240.00	$210.00	$150.00	$123.00	$114.00	$93.00	
TOTAL LABOR COSTS	$2,160.00	$2,940.00	$0.00	$492.00	$0.00	$0.00	$5,592.00
% DISTRIBUTION OF STAFFING	33.33%	51.85%	0.00%	14.81%	0.00%	0.00%	
SUBTOTAL (FC 110)							**$5,592.00**

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
ROADWAY DESIGN CONTROLS (FC 160)							
ROADWAY REPAIR DETAILS	2	4		16	16		38
SUMMARY OF QUANTITIES		4		8	4		16
HOURS SUB-TOTALS	2	8	0	24	20	0	54
CONTRACT RATE PER HOUR	$240.00	$210.00	$150.00	$123.00	$114.00	$93.00	
TOTAL LABOR COSTS	$480.00	$1,680.00	$0.00	$2,952.00	$2,280.00	$0.00	$7,392.00
% DISTRIBUTION OF STAFFING	3.70%	14.81%	0.00%	44.44%	37.04%	0.00%	
SUBTOTAL (FC 160)							**$7,392.00**

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
ROADWAY DESIGN (FC 162)							
PAVEMENT MARKINGS							
DEVELOP SIGN AND PAVEMENT MARKING LAYOUTS		1		2	4		7
HOURS SUB-TOTALS	0	1	0	2	4	0	7
CONTRACT RATE PER HOUR	$240.00	$210.00	$150.00	$123.00	$114.00	$93.00	
TOTAL LABOR COSTS	$0.00	$210.00	$0.00	$246.00	$456.00	$0.00	$912.00
% DISTRIBUTION OF STAFFING	0.00%	14.29%	0.00%	28.57%	57.14%	0.00%	
SUBTOTAL (FC 162)							**$912.00**

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
MISCELLANEOUS (ROADWAY) (FC 163)							
ADVANCE WARNING, DETOUR PLAN, SEQUENCE	2	4		8	12		26
SW3P SHEET	1	2		6	6		15
COMPUTE & TABULATE QUANTITIES	2		8	12	4		26
MISCELLANEOUS DETAILS		4		8	8		20
ESTIMATE		4		6			10
SPECIFICATIONS AND GENERAL NOTES	4	4					8
HOURS SUB-TOTALS	9	18	8	40	30	0	105
CONTRACT RATE PER HOUR	$240.00	$210.00	$150.00	$123.00	$114.00	$93.00	
TOTAL LABOR COSTS	$2,160.00	$3,780.00	$1,200.00	$4,920.00	$3,420.00	$0.00	$15,480.00
% DISTRIBUTION OF STAFFING	8.57%	17.14%	7.62%	38.10%	28.57%	0.00%	
SUBTOTAL (FC 163)							**$15,480.00**

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
PROJECT MANAGEMENT (FC 164)							
COORDINATE WITH STAKEHOLDERS	4	4					8
PROGRESS MEETINGS AND REPORTING	2						2
CONTRACT MANAGEMENT (INVOICES, PROGRESS REPORTS)	1	1				4	6
HOURS SUB-TOTALS	7	5	0	0	0	4	16
CONTRACT RATE PER HOUR	$240.00	$210.00	$150.00	$123.00	$114.00	$93.00	
TOTAL LABOR COSTS	$1,680.00	$1,050.00	$0.00	$0.00	$0.00	$372.00	$3,102.00
% DISTRIBUTION OF STAFFING	43.75%	31.25%	0.00%	0.00%	0.00%	25.00%	
SUBTOTAL (FC 164)							**$3,102.00**

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
BRIDGE DESIGN (FC 170)							
PREPARE TECHNICAL MEMEO	4	16		24			44
(1) PRELIMINARY REPAIR DESIGN (2 ALTERNATIVES)	4	16		24	20		64
(2) COST ESTIMATES		12		24			36
(3) EXHIBITS		6		16	8		30
FINALIZE DETAILED DESIGN	4	24		24	24		76
GCWA MAINTENANCE BERM DETAILS		8		16	16		40
SUMMARY OF QUANTITIES	1	4		24	10		39
HOURS SUB-TOTALS	13	86	0	152	78	0	329
CONTRACT RATE PER HOUR	$240.00	$210.00	$150.00	$123.00	$114.00	$93.00	
TOTAL LABOR COSTS	$3,120.00	$18,060.00	$0.00	$18,696.00	$8,892.00	$0.00	$48,768.00
% DISTRIBUTION OF STAFFING	3.95%	26.14%	0.00%	46.20%	23.71%	0.00%	
SUBTOTAL (FC 170)							**$48,768.00**

DIRECT EXPENSES (BASIC SERVICES)	**QUANTITY**	**UNIT**	**RATE**				TOTAL
MILEAGE	150	MI	$ 0.700				$105.00
PHOTOCOPIES B/W (11" X 17")	20	EA	$ 0.30				$6.00
PHOTOCOPIES COLOR (11" X 17")	20	EA	$ 1.50				$30.00
SUBTOTAL DIRECT EXPENSES (BASIC SERVICES)							**$141.00**

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
CONSTRUCTION ENGINEERING (FC 351)							
ATTEND PRE-BID / PRE-CONSTRUCTION MEETING	4						4
ATTEND FIELD MEETINGS/ CONDUCT SITE VISITS		4					4
CALCULATE QUANTITIES AND ASSIST IN PREPARING CHANGE ORDERS		4		4			8
REVIEW AND APPROVE SHOP DRAWINGS		2		4			6
RESPOND TO REQUEST-FOR-INFORMATION (RFI)		2		4			6
HOURS SUB-TOTALS	4	12	0	12			28
CONTRACT RATE PER HOUR	$240.00	$210.00	$150.00	$123.00	$114.00	$93.00	
TOTAL LABOR COSTS	$960.00	$2,520.00	$0.00	$1,476.00	$0.00	$0.00	$4,956.00
% DISTRIBUTION OF STAFFING	14.29%	42.86%	0.00%	42.86%	0.00%	0.00%	
SUBTOTAL (FC 351)							**$4,956.00**

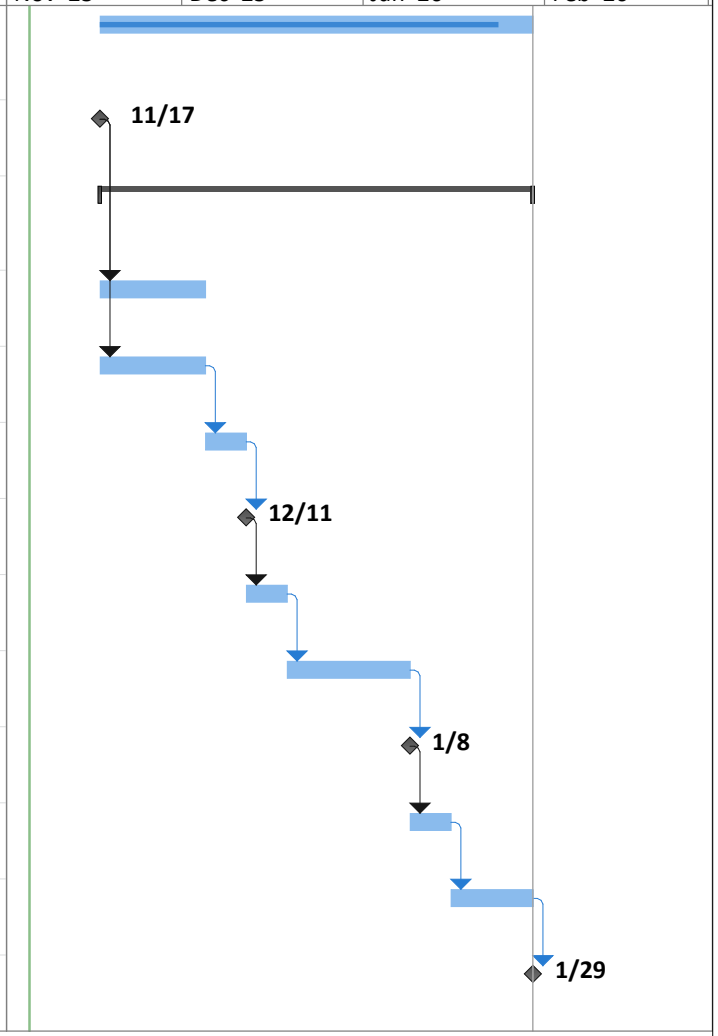
DIRECT EXPENSES (FC 351)	**QUANTITY**	**UNIT**	**RATE**				TOTAL
MILEAGE	80	MI	$ 0.700				$56.00
SUBTOTAL DIRECT EXPENSES (FC 351)							**$56.00**

SUMMARY BY FUNCTION CODE (BASIC SERVICES)	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL COSTS BY FC
ROUTE AND DESIGN STUDIES (FC110)	9	14	0	4	0	0	$5,592.00
ROADWAY DESIGN CONTROLS (FC160)	9	14	0	4	0	0	$7,392.00
MISCELLANEOUS (ROADWAY) (FC 162)	0	1	0	2	4	0	$912.00
MISCELLANEOUS (ROADWAY) (FC 163)	0	1	0	2	4	0	$15,480.00
PROJECT MANAGEMENT (FC 164)	7	5	0	0	0	4	$3,102.00
BRIDGE DESIGN (FC 170)	13	86	0	152	78	0	$48,768.00
SUBTOTAL LABOR EXPENSES	20	93	0	156	86	4	**$81,246.00**
SUBTOTAL DIRECT EXPENSES							**$141.00**
						TOTAL	**$81,387.00**

SUMMARY BY FUNCTION CODE (ADDITIONAL SERVICES)							TOTAL COSTS BY FC
CONSTRUCTION ENGINEERING (FC 351)							$4,956.00
SUBTOTAL LABOR EXPENSES							**$4,956.00**
SUBTOTAL DIRECT EXPENSES							**$56.00**
						TOTAL	**$5,012.00**

PROJECT SCHEDULE

ID	Task Mod	Task Name	Duration	Start	Finish
1		**CR 179 @ GCWA Canal & Drainage Ditch**	54 days	Mon 11/17/25	Thu 1/29/26
2		Contract Execution	0 days	Mon 11/17/25	Mon 11/17/25
3		**Design Schedule**	**54 days**	**Mon 11/17/25**	**Thu 1/29/26**
4		Field Reconnaissance	14 days	Mon 11/17/25	Thu 12/4/25
5		Technical Memo	14 days	Mon 11/17/25	Thu 12/4/25
6		Internal QAQC Technical Memo	5 days	Fri 12/5/25	Thu 12/11/25
7		***Submit Technical Memo***	***0 days***	***Thu 12/11/25***	***Thu 12/11/25***
8		County Review	5 days	Fri 12/12/25	Thu 12/18/25
9		Prepare PS&E Repair Plans	15 days	Fri 12/19/25	Thu 1/8/26
10		***Submit 95% Plans***	***0 days***	***Thu 1/8/26***	***Thu 1/8/26***
11		County Review	5 days	Fri 1/9/26	Thu 1/15/26
12		Prepare Final Plans	10 days	Fri 1/16/26	Thu 1/29/26
13		***Submit 100% Final Plans***	***0 days***	***Thu 1/29/26***	***Thu 1/29/26***



Project :CR 179 Design Schedule
Date: Wed 11/5/25

Task Milestone Summary

EXHIBIT "B"
INSURANCE REQUIREMENTS

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

2. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

3. Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

5. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

EXHIBIT "C"
COMPLIANCE WITH LAWS

The Consultant agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to transportation projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors comply with applicable laws:

i. The Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. §§ 12101 et seq.; 28 C.F.R. § 35; 29 C.F.R. § 1630);

ii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.) and United States Department of Transportation regulation, 49 C.F.R. Part 21;

iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601 et seq.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to acquisitions by the Borrower of easements or other real property rights for the relocated facilities;

iv. Equal employment opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 F.R. 12319), any Executive Order amending such order, and implementing regulations (29 C.F.R. §§ 1625-27, 1630; 28 C.F.R. § 35; 41 C.F.R. § 60; and 49 C.F.R. § 27);

v. Restrictions governing the use of Federal appropriated funds for lobbying (31 U.S.C. § 1352; 49 C.F.R. § 20);

vi. The Clean Air Act, as amended (42 U.S.C. §§ 1857 et seq., as amended by Pub. L. 91-604);

vii. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.);

viii. The Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq., as amended by Pub. L. 92-500);

ix. The Endangered Species Act, 16 U.S.C. § 1531, et seq.

x. 23 U.S.C. §138 [49 U.S.C. §303]

xi. The health and safety requirements set forth in 23 C.F.R. § 635.108;

xii. The prevailing wage requirements set forth in 42 U.S.C. § 276a, 23 U.S.C. § 113, as supplemented by 29 C.F.R. Part 5, 23 C.F.R. §§ 635.117(f), 635.118 and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements;

xiii. The Buy America requirements set forth in Section 165 of the Surface Transportation Assistance Act of 1982 and implementing regulations (23 C.F.R. § 635.410);

xiv. The requirements of 23 U.S.C. §§ 101 et seq. and 23 C.F.R.; and

xv. The applicable requirements of 49 C.F.R. Part 26 relating to the Disadvantaged Business Enterprise program.

AGREED TO AND ACKNOWLEDGED THIS *[date]* November 5, 2025

IEA, Inc

a Texas company

By: Wilson Wong, PE

Name: Wilson Wong, P.E.

Title: Houston Office Director

Date: 11/05/25

EXHIBIT "D"
CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at http://brazoriacountytx.gov/departments/purchasing/doing-business.

EXHIBIT "E"
CONFLICT OF INTEREST DISCLOSURE

Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code Section 176.006.

A person commits an offense if the person knowingly violates Texas Local Government Code section 176.006. An offense under this section is a Class C misdemeanor.

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM.

Texas Local Government Code Chapter 176 can be found here:
http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm.

By submitting a response to this request, the Consultant represents compliance with the requirements of Texas Local Government Code Chapter 176. If required, send completed forms to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

EXHIBIT "F"
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.8. **11/18/2025**

Interlocal Agreement with Alvin College - Corporate College

Approve entering into the attached Interlocal Agreement with Alvin College - Corporate College for a training and testing opportunity for employees of Brazoria County to obtain a Department of Public Safety Commercial Driver's License, pursuant to the Interlocal Cooperation Act, Tex. Gov. Code Sec. 791.001 *et.seq*.

Further, that under the terms of the Interlocal Agreement, College agrees to provide the training and testing as contained within the scope of work, for the sum agreed to be paid by the County.

The sum shall be paid from the Road and Bridge Fund.

The Engineering Department shall develop guidelines and criteria for determining employee eligibility to participate in the program, which may include longevity requirements of County employment. Employees participating in the program must agree to the Training Repayment Agreement Between Brazoria County and the Employee to be eligible for the program.

The County Judge is authorized to sign the above-referenced Interlocal Agreement on behalf of the County, after final review by the District Attorney's Office - Civil Division.

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

Changed Alvin Community College name to Alvin College.

INTERLOCAL AGREEMENT BETWEEN BRAZORIA COUNTY AND THE ALVIN COMMUNITY COLLEGE – CORPORATE COLLEGE

This Agreement is made between Brazoria County, (the "County"), and Alvin Community College – Corporate College, (the "College").

RECITALS

WHEREAS, the COLLEGE and the COUNTY agree that the purpose of this agreement is to provide truck driver training classes to employees of Brazoria County and the opportunity for those employees to test for and receive, upon successful completion, a Department of Public Safety Commercial Driver's License;

WHEREAS, the COLLEGE desires the opportunity to provide CDL – Class B training and testing to forty (40) employees of the COUNTY for a fee;

WHEREAS, the COUNTY desires that its employees obtain Class B Commercial Driver's Licenses and has agreed to utilize the Brazoria County Service Center equipment to accomplish the licensure pursuant to the authority of the Interlocal Cooperation Act, Tex. Gov. Code Sec. 791.001, et. seq., subject to the conditions and limitations of this Agreement;

NOW THEREFORE, THE COLLEGE AND THE COUNTY AGREE AS FOLLOWS:

1.01. The COUNTY agrees to pay a total of up to seventy thousand dollars ($70,000) to COLLEGE for the payment of services as listed herein. Such fee is provided for forty (40) employees of COUNTY ("Students") in the amount of one-thousand seven-hundred and fifty dollars ($1,750) per Student for the training and licensure as outlined herein. The Proposed Scope of Work and Training Agreement, known as Contract No. CC-2024-090924, is attached as "Exhibit A," and incorporated herein for the purpose of more specifically identifying the scope of this Interlocal Agreement. Should any term of the exhibit and this Agreement conflict, this Agreement will control.

1.02. The COUNTY agrees to furnish all required vehicular equipment from the Brazoria County Service Center(s) for each Student in order to complete the training and licensure as listed herein.

1.03. The COLLEGE agrees to provide prompt access to each Student to Blackboard services and curriculum to satisfy the theory component of the training prior to road and range instruction in a vehicle.

1.04. The COLLEGE agrees to provide an instructor(s) that will travel to each COUNTY Service Center to provide road and range instruction to the Students. This may require more than one course per Service Center depending on the number of students enrolled.

1.05. The COLLEGE agrees to provide testing for each Student at its main campus located at 3110 Mustang Road, Alvin, Texas 77511.

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

1.07. **To the extent permitted by law, each Party shall be responsible for its own acts and omissions in the performance of this Agreement. Neither Party waives any immunity or defense that would otherwise be available under any applicable federal law or the laws of the State of Texas, including those provided by the Texas Tort Claims Act. The County shall be responsible for any property damage to its County-owned motor vehicles, proximately caused by the operation or use of County-owned motor vehicles or equipment by County employees during training or related activities, except for instances of intentional tort or gross negligence, in which the employee is responsible for their own actions. The College shall be responsible for any property damage proximately caused by its employees in providing instruction, testing, or other services under this Agreement, except for instances of intentional tort or gross negligence, in which case the employee is responsible for their own actions.**

1.08. The Parties acknowledge and agree that no provision of this Agreement intends to constitute a waiver by any Party of any immunity from suit or liability that a Party may otherwise have by operation of law.

1.09. Each Party shall maintain insurance coverage or self-insurance, as applicable, sufficient to cover its obligations under this Agreement. The COUNTY is self-insured for the purposes of covering its vehicles and equipment utilized pursuant to this Agreement. The COLLEGE shall maintain its standard general liability coverage applicable to its instructional activities.

1.10. The COUNTY executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court so authorizing, and the

COLLEGE executes this Agreement by and through its authorized representative.

1.11. This Agreement shall not be assigned by either Party without the express written consent of the other Party.

1.12. The Agreement cannot under any circumstance be modified orally, and no agreement shall be effective to waive, change, modify, or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by both the COUNTY and the COLLEGE.

1.13. Any and all notices, requests, and other communications made pursuant to this Agreement shall be made in writing to the following persons:

Brazoria County:	**Alvin Community College – Corporate College:**
Matt Hanks	Name:
County Engineer	Title:
451 N. Velasco, Suite 230	Address:
Angleton, Texas 77515	
Phone: 979-864-1265	Phone:
Email: matth@brazoriacountytx.gov	Email:

1.14. The COLLEGE and COUNTY recognize and agree that nothing herein shall be construed to create any rights in third parties.

1.15. This Agreement shall be construed and governed according to the laws of the State of Texas. The sole venue for any action, controversy, dispute, or claim arising under this Agreement shall be exclusively in a court of appropriate jurisdiction in Brazoria County, Texas.

1.16. Misspelling of one or more words in this Agreement shall not avoid this Agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

1.17. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

1.18. This Agreement shall be effective on the date on which the second of the two parties executes this Agreement.

AGREED and SIGNED to be effective as of the Effective Date.

COUNTY:

BRAZORIA COUNTY, TEXAS

By: _____

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

DATED:_____

COLLEGE:

ALVIN COMMUNITY COLLEGE – CORPORATE COLLEGE

By: _____

Print
Name:_____
President

DATED:_____

Exhibit A

Scope of Work – Contract No. CC-2024-090924

Contract No. CC-2024-090924

Exhibit: 090924

ALVIN COMMUNITY COLLEGE

CONTINUING EDUCATION & WORKFORCE DEVELOPMENT

Proposal Title: Class B Testing

Client Contact

Name: Matt Hanks

Title: County Engineer

Company / Organization Name: Brazoria County

Phone: 979.864.1265

Email: matth@brazoria-county.com

ACC College Contact

Name: Alyssa Bullock

Title: CEWD Coordinator

Phone: 281 756 3765

Email: abullock@alvincollege.edu

Contents

Proposed Scope of Work 2
Substantive Outline 3
Training Agreement 4

Proposed Scope of Work

Alvin Community College- Corporate College (ACC-CC) submits this proposal to provide the following ELDT, drive – time and testing opportunity to Brazoria County employees.

Courses	Course Hours	# of Students
CDL- Class B	60 hours	40 (estimated)

Alvin Community College will provide access to Blackboard curriculum to satisfy the theory component of the training and prior to getting behind the wheel.

Alvin Community College will provide an instructor that will travel to each Brazoria County precinct to provide road and range instruction. Each precinct must have a minimum of 3 employees register to conduct a class.

Alvin Community College will test each Brazoria County employee by precinct at our main campus located at 3110 Mustang Road, Alvin, Tx 77511.

Alvin Community College and Brazoria County will create a schedule for each precinct three weeks prior to start date. Alvin Community College will use the schedule to create a class for each precinct.

All training will take place between Oct 1, 2025 – August 31, 2026

Brazoria County will furnish all required equipment.

Location:

The testing will take place at Alvin Community College. Our instructor will work to determine a schedule for each precinct.

Instruction will take place at each Brazoria County precinct.

Fee(s):

The fee for testing is $1,750 per student.
The total fee for 40 employees amounts to $70,000.

Payment will be billed per precinct and after all employees at the precinct have been registered.

Pricing is valid through August 31, 2026.

Thank you for this opportunity. Please feel free to reach out to me with any questions.

Sincerely,

Alyssa Bullock
CEWD Coordinator
Continuing Education & Workforce Development
Office: 281 756 3795
abullock@alvincollege.edu

Training Agreement

Date(s) of Service(s): Oct 1 2025 – Aug 31, 2026

Location of Service: Brazoria County/ACC

Service Start Time: 8:00AM

Service End Time: 5:00PM

Additional Agreement Term(s):

ACC will invoice per precinct and after all employees at each precinct have been registered.

ACC will provide a link to instant enrollment. All Brazoria County employees completing the training will need to register to obtain login information for Blackboard. Blackboard is required to access online curriculum.

ACC will require two weeks' notice prior to each precinct beginning training. ACC will need this time to create and provide instant enrollment.

The Client's Cost:	$ 1,750 Per employee	**Payment Method:**
Equipment/Supplies/Materials Cost:	$ 0	☒ Invoice ☐ Purchase Order
Total Cost:	$ 70,000	☐ Credit Card PO#_____

Billing Instructions:

To: Brazoria County

Address: 451 N Velasco, Suite 230

City/State/Zip: Angleton, TX 77515

MSA Scope of Work: Attached to Exhibit A

MSA Contract No.: CC-2024-090924

Exhibit to MSA: 090924

THE CLIENT:

Signature Date

Printed Name

Title

THE COLLEGE:

Stacy Ebert

Signature Date

Stacy Ebert

Printed Name

Provost & Vice President of Workforce & Strategy

Title

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BRAZORIA COUNTY, TEXAS

By: _____

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

DATED: 11/18/25

COLLEGE:

ALVIN COMMUNITY COLLEGE – CORPORATE COLLEGE

By: _____

Print
Name: _____
President

DATED: _____

Exhibit A

Scope of Work – Contract No. CC-2024-090924

Contract No. CC-2024-090924

Exhibit: 090924

ALVIN COMMUNITY COLLEGE

CONTINUING EDUCATION & WORKFORCE DEVELOPMENT

Proposal Title: Class B Testing

Client Contact

Name: Matt Hanks

Title: County Engineer

Company / Organization Name: Brazoria County

Phone: 979.864.1265

Email: matth@brazoria-county.com

ACC College Contact

Name: Alyssa Bullock

Title: CEWD Coordinator

Phone: 281 756 3765

Email: abullock@alvincollege.edu

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Alyssa Bullock
CEWD Coordinator
Continuing Education & Workforce Development
Office: 281 756 3795
abullock@alvincollege.edu

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ACC will require two weeks' notice prior to each precinct beginning training. ACC will need this time to create and provide instant enrollment.

The Client's Cost:	$ 1,750 Per employee	**Payment Method:**
Equipment/Supplies/Materials Cost:	$ 0	☒ Invoice ☐ Purchase Order
Total Cost:	$ 70,000	☐ Credit Card PO#_____

Billing Instructions:

To: Brazoria County

Address: 451 N Velasco, Suite 230

City/State/Zip: Angleton, TX 77515

MSA Scope of Work: Attached to Exhibit A

MSA Contract No.: CC-2024-090924

Exhibit to MSA: 090924

THE CLIENT:

Signature Date

Printed Name

Title

THE COLLEGE:

Stacy Ebert

Signature Date

Stacy Ebert

Printed Name

Provost & Vice President of Workforce & Strategy

Title

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.9. **11/18/2025**

New Hire Starting Rate of Pay - Justice of the Peace Precinct 4 - Place 2

Item pulled from Agenda for December 9, 2025 meeting.

Skills.Summary

Great computer and typing skills 65-70 WPM Records Management
Good verbal and written communication skills
Able to deal effectively with public
Able to assist in a fast paced, multi tasked environment

Professional Experience

Fort Bend County Justice of the Peact PCT. 2 PL. 2, Needville, Texas 11/2022-still employed

- Enter Filing for Court Cases
- Knowledge of how to handle Civil Cases, Criminal Cases, Pre-Trial Hearings, Evictions, Small Claims and processing Traffic Citations.
- Process traffic citations, offering Deferred Adjudication, Driving Safety Course , commitment hearings, and ticket dismissals
- Attended Texas State University-Texas Justice Court Training Center Experienced Court Personnel Seminar

Fort Bend County Justice Of The Peace PCT. 1 PL. 2 (2/2019-11/2022)

- Enter Filings for court cases
- Knowledge of Odyssey Navigator system database
- Collects and processes payments
- Answer phone calls and assists customers questions and citation options
- Set and maintain dockets for compliance hearings, show cause hearings, and pre-trial
- Processed warrants, traffic citations and hearing notices
- Attends and, participates in meetings and training classes yearly
- Familiar with statues and procedures for traffic citations
- Attended Texas State University-Texas Justice Court Training Center 12hr New Court Personnel Seminar

Fort Bend County (09/2018-02/2019) - Floater-Court Staff Coordinator

- Assisting the District Courts (Family, Civil, Criminal) as needed
- Scheduling hearings and working various court documents that are presented to the court for Judge Review
- Answering phones, assisting Judge and Attorneys

Fort Bend County District Clerks Office 2009-2018 Criminal Appeals Post Judgement Expunctions

- Criminal Appeals/Expunctions/Confidential[Cases and Post Judgment for District Courts
- Prepare and maintain criminal file for Assignment to Appeal Courts in a timely and efficient manner, including strictly defined deadlines and indexing documents
- Support and assist other departments as needed
- Work effectively with the District Attorney's Office in the process and preparations of post convictions writs
- Research criminal procedures and current statutes. for work accuracy and maintain knowledge of the
- Texas Rules of Appellate Procedure and Criminal procedure
  Prepare and maintain civil case files for expunctions and sealed confidential cases
- Processed 11.07, 11.071 and 11.072 Post Conviction Writ Applications
- Prepared criminal records for appeals within legally defined time limits correspond with attorneys, appellate courts, court reporters, district court personnel, and district attorney's office relating to appeal and expunction process.
- Manage post judgment request and preparation of Order of Sales, Writ of Executions, Abstract of Judgments and Writ of Possessions

Fort Bend County Emergency Medical Services 2008-2009 Medical Inventory Clerk

- Inventory Clerk for Emergency Medical ,Services
- Assisted in the organization and record keeping for the inventory office to maintain efficient production of the inventory supplies for the emergency medical staff.
- Documented and maintained inventory records for medication and ambulance supplies.
- Maintained medical cabinets located •in two separate hospitals for EMS staff. • Also assisted on various other duties that were presented in the maintenance of the ambulances as well as the medic stations.
- Communicated effectively with various EMS staff as well as paramedics.
- Expected to assist in any Emergency such as in the event of a hurricane or any other natural disaster where help would be needed.

Education

WHARTON COUNTY JUNIOR COLLEGE

Business Operations and Computer Procedure —Graduated 350 Clock hour course

Consisted of data Microsoft excel, word, filing and typing.

Cosmetology — Graduated 1500 hours

Health Information Technology and Basic Courses

Consisted of Law in the health field, English literature, government and history, anatomy and physiology, pharmacology, transcription and medical terminology.

Paralegal Studies

Consisted of an Introduction class, civil litigation, criminal law, legal research and writing, criminal and family law

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.10. **11/18/2025**

Accept Donation by the Freeport LNGives Program

Item pulled from Agenda

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.11. **11/18/2025**

Accept Donation of Park Benches by the Brazoria County Petrochemical Council and Braskem Company

Item pulled from Agenda

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.1. **11/18/2025**

Discuss Potential Litigation

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.2. **11/18/2025**

Consultation with Attorney Regarding Detention Center

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.3. **11/18/2025**

Potential Litigation - Kinder Morgan Tejas Pipeline, L.P. - 5450 CR 4, Damon, Texas 77430

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.4. **11/18/2025**

Pending Litigation - 136635-CV; In Re Sonia George vs. Clute Police Department, et al.

COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.5. **11/18/2025**

Discuss Lease of Property