



BRAZORIA COUNTY COMMISSIONERS COURT

MINUTES

BE IT REMEMBERED THAT ON NOVEMBER 14, 2023, THERE WAS BEGUN AND HOLDEN A REGULAR SESSION OF COMMISSIONERS COURT.

A. CALL TO ORDER

This meeting was called to order at 9:00 A.M.

B. ROLL CALL

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

C. INVOCATION & PLEDGE OF ALLEGIANCE BY JUDGE SEBESTA

D. APPROVAL OF MINUTES

D.1. Commissioners Court Special Session Minutes - October 24, 2023 9:00 AM

RESULT: APPROVED
MOVER: David R. Linder
SECONDER: Donald "Dude" Payne
AYES: Judge Sebesta, Commissioner Payne, 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.

H. CONSENT

RESULT:	PASSED THE CONSENT AGENDA
MOVER:	Stacy L. Adams
SECONDER:	Ryan Cade
AYES:	Judge Sebesta, Commissioner Payne, Commissioner Cade, Commissioner Adams, and Commissioner Linder

County Clerk

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

H.2. Fine and Fee Report

District Attorney

H.3. Eminent Domain Database Report

H.4. Cancellation of Economic Development Agreement between Brazoria County and Brazoria Solar I, LLC

Sheriff's Office

H.5. Urban Area Security Initiative (UASI) SWAT Ballistic Vest Grant

H.6. Urban Area Security Initiative (UASI) SWAT Brazoria Dispatch Console Upgrade Grant

H.7. Interlocal Agreement with Galveston County - Gulf Coast Auto Crimes Task Force

H.8. Interlocal Agreements with Homeowner Associations and Municipal Utility Districts

Tax Assessor - Collector

H.9. Refunds in Excess of \$2,500.00

Airport

H.10. Routine Airport Maintenance Program (RAMP) Grant FY 2024
M2412ANGL

Auditor

H.11. Payment of Bills

H.12. Resolution and Application for Indigent Defense FY 2024 Grant

H.13. FY 2024: Line Item Transfer

CDBG/HUD/Welfare Department

- H.14. Award Contract for The Salvation Army Fire Line Installation
- H.15. Monthly Section 8 Reports
- H.16. Monthly Reports Welfare Reports

Emergency Management

- H.17. Brazoria County Emergency Management Plan, Annex C
- H.18. UASI Community Preparedness Citizens Corps Project

Engineer

- H.19. Authorize County Engineer to Issue Permit to Temporarily Close CR 714B for the Lakes of Savannah South Community Association, Inc. (Precinct 4)
- H.20. Projects Under Blanket Interlocal Agreements for Direct Assistance to Cities and Towns
- H.21. Conditional Acceptance of Roads - Windrose Green Section Three - Abstract 318 (Precinct 2)
- H.22. Interlocal Agreement with the City of Richwood NO. IS24-0006
- H.23. Interlocal Agreement with the City of Manvel NO. IS24-0001
- H.24. Conditional Acceptance of Roads - Windrose Green Section Two - Abstract 318 (Precinct 2)
- H.25. Conditional Acceptance of Roads - Kirby Drive Street Dedication No. 3 - Abstract 563 (Precinct 4)
- H.26. Final Acceptance of Roads - Pradera Oaks Section Eight - Abstract 69 (Precinct 4)
- H.27. Amend Court Order 6.N.5 Dated December 14, 2022 - Conditional Acceptance of Roads - Pomona Section 22 - Abstract 417 (Precinct 4)
- H.28. Interlocal Agreement with the City of Lake Jackson No. IS24-0005
- H.29. Interlocal Agreement with the City of Lake Jackson No. IS24-0008

Flood Plain

- H.30. Beachfront Construction Permit - 12906 Jean Lafitte, Freeport (Treasure Island), Abstract 29 S.F. Austin Lot 3, Block 13, San Luis Beach (Precinct 1)

Health

- H.31.** DSHS Contract No. HHS001311200028 Amendment No. 1 Public Health Emergency Preparedness (PHEP)

Parks

- H.32.** Approve Temporary Closure of Stephen F. Austin - Munson Historical Park

Purchasing Department

- H.33.** Advertise Bids for Road Safety Products
- H.34.** Amend Court Order 7.T.3 Dated July 13, 2021 - Advertise RFSQ for Construction Engineering, Inspection and Material Testing at Quintana Beach Public Fishing Pier
- H.35.** Name Change Affidavit and Amendment Due to Acquisition
- H.36.** Interlocal Agreement with Equalis Group Purchasing Cooperative
- H.37.** Amendment No. 1 for RFP #18-79 Alcohol and Drug Testing Services
- H.38.** Kofile Proposal for Critical Records Management for the County Clerk's Office
- H.39.** Kofile Proposal for the County Clerk's Office
- H.40.** Renew ITB #22-05 Cutting Tools- Bullet Teeth Contract
- H.41.** Cancel Award for ITB #20-44 Equipment Rental
- H.42.** Renew ITB #21-15 Aftermarket Auto Parts and Supplies
- H.43.** Donation to the Gulf Coast Rescue Squad
Pulled for discussion and voted with the consent agenda
- H.44.** American Rescue Plan Act (ARPA) Funding Request
- H.45.** Change Order to RFP #20-78 Inspections of Fire Alarms, Sprinkler Systems and Fire Extinguishers for the County
- H.46.** Franchise Agreement for C #07-20 City of Manvel Solid Waste Collection and Recyclable Materials
- H.47.** Purchase of Items for Courthouse Security

Toll Road Authority

- H.48.** Monthly Cash and Investment Report for Toll Road Funds for September 2023

I. DISCUSSION**County Judge****I.1. Resolution - Brazoria County Appraisal District**

Commissioner Adams motioned to table this order to the next meeting on 11/28/2023 seconded by Commissioner Cade

RESULT:	TABLED
MOVER:	Stacy L. Adams
SECONDER:	Ryan Cade

County Clerk**I.2. Canvass Constitutional Amendment Election**

RESULT:	APPROVED
MOVER:	Donald "Dude" Payne
SECONDER:	David R. Linder
AYES:	Judge Sebesta, Commissioner Payne, Commissioner Cade, Commissioner Adams, and Commissioner Linder

District Attorney**I.3. Authorize Representative for Insurance Applications**

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

I.4. Approval to Accept Office of the Governor/Homeland Security Grants Division of Law Enforcement Task Force Grant

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

Sheriff's Office**I.5. Amended Courthouse Attorney Access Card Policy**

Commissioner Adams amended the motion to include that a member must belong to one of the Brazoria County Bar Associations and the application fee for any such member will be \$50 each year.

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

Treasurer**I.6. Treasurer's Monthly Report and Investment Report for September 2023**

Revised back up attached

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

Auditor**I.7. Issuance of Purchase Order After the Fact**

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

Human Resource**I.8. Nominating Committee for the Sick Leave Pool**

RESULT:	APPROVED
MOVER:	Donald "Dude" Payne
SECONDER:	David R. Linder
AYES:	Judge Sebesta, Commissioner Payne, Commissioner Cade, Commissioner Adams, and Commissioner Linder

I.9. New Position - Constable Precinct 2

RESULT:	FAILED FOR LACK OF MOTION
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I.10. Re-Grade Positions - Engineering

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

I.11. New Position - Sheriff's Office

RESULT:	APPROVED
MOVER:	Donald "Dude" Payne
SECONDER:	Ryan Cade
AYES:	Judge Sebesta, Commissioner Payne, Commissioner Cade, Commissioner Adams, and Commissioner Linder

I.12. Use of County Property Policies

RESULT:	APPROVED
MOVER:	Donald "Dude" Payne
SECONDER:	David R. Linder
AYES:	Judge Sebesta, Commissioner Payne, Commissioner Cade, Commissioner Adams, and Commissioner Linder

Purchasing Department**I.13. Solicit Proposals for Drug and Alcohol Testing Services for CSCD**

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

I.14. Reject Submissions for Pre-Qualification for Professional Services for the Engineering Office

RESULT: APPROVED
MOVER: Donald "Dude" Payne
SECONDER: Stacy L. Adams
AYES: Judge Sebesta, Commissioner Payne, Commissioner Cade, Commissioner Adams, and Commissioner Linder

Department Heads

Ian Patin -Chief - County Sheriff
Susan Serrano - Purchasing Director
Commissioner Adams - Commissioner Pct 3

J. CLOSED MEETING

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

At 10:19 a.m. Commissioners Court entered into Closed Session.

At 11:01 a.m. Commissioners Court was again in open session with all members present with the exception of
L. M. "Matt" Sebesta.

As no further matters were to be had, Commissioner Payne recessed this Regular session of Commissioners Court at 11:01 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. Consultation with Attorney regarding ESD Appointees

No action taken at this time

J.2. Discuss Potential Litigation

No action taken at this time

J.3. Discussion of Claim

No action taken at this time

J.4. Discuss Offer of Settlement for Automobile Accident

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. Potential Purchase of Property

No action taken at this time

J.6. Discuss Lease of Airport Property

No action taken at this time

J.7. Potential Purchase of Property

No action taken at this time

Texas Govt Code 551.087

Discussion or deliberation regarding Economic Development Negotiations

J.8. Discussion of Chapter 381 Agreement

No action taken at this time

K. ANNOUNCEMENTS**L. RECESS**

As no further matters were to be had, Commissioners Court recessed this Regular Session at 11:01 AM.

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

Joyce Hudman



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. D.1.

11/14/2023

Commissioners Court Special Session Minutes - October 24, 2023 9:00 AM



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.1.

11/14/2023

Deputation in the County Clerk's Office

Approve deputation for the following employees in the County Clerk's Office

1. B. Luna
2. A. Solis
3. M. Hartley



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.2.

11/14/2023

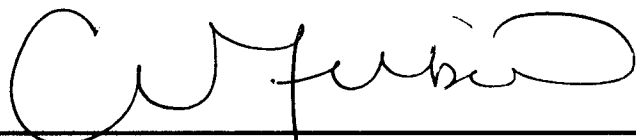
Fine and Fee Report

Approve County Clerk Collection Departments Quarterly Report - Fourth Quarter - July 2023 to September 2023 - FYE 2023.

Criminal Case Management

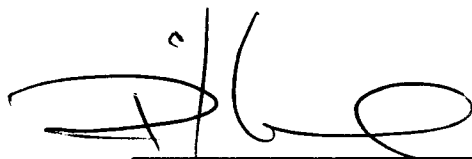
FINE & FEE REPORT

For the Period 07-31-2023. thru 09-30-2023



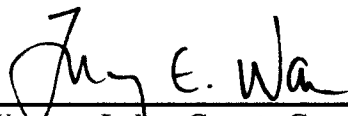
10/2/23

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



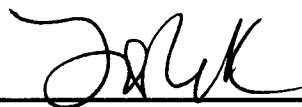
10/4/23

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



10/05/23

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



10-23-23

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

Receipt Number	Case Number	Party	Date	CRFINE GFC450100
2023-549106	233704	Grubbs, Coulton Robert	8/25/2023	\$30.77
2023-550711	233704	Grubbs, Coulton Robert	9/29/2023	\$15.38
OP-01418-2023	237132	Alanis, Oscar Artemio	8/15/2023	\$307.68
TP-03075-2023	237923	King, Messiah Samuel	7/6/2023	\$50.00
TP-03233-2023	237923	King, Messiah Samuel	7/25/2023	\$50.00
TP-03547-2023	237923	King, Messiah Samuel	9/1/2023	\$50.00
TP-03444-2023	242440	Meza, Luis Enrique	8/18/2023	\$47.06
2023-546158	243163	Flowers, John Fitzgerald	7/6/2023	\$33.38
2023-548923	243233	CASTILLEJA RETA, ROLANDO JR	8/23/2023	\$200.00
TP-03105-2023	243960	Mason, Christine	7/11/2023	\$68.66
OP-02038-2023	246476	Rodriguez, Briana Andrea	9/28/2023	\$100.00
TP-03327-2023	247188	Jones, Kareem Maurice	8/4/2023	\$50.00
2023-547575	249395	Centeno, Josette Marie	8/2/2023	\$358.55
TP-03307-2023	249395	Centeno, Josette Marie	8/2/2023	\$141.45
TP-03256-2023	249671	Richards, Sydnie Mary-Hart	7/27/2023	\$83.33
TP-03617-2023	249671	Richards, Sydnie Mary-Hart	9/13/2023	\$41.66
OP-01393-2023	249789	Hickman, Robert Charlie, III	8/14/2023	\$112.50
OP-01399-2023	250969	Lopez, Luis	8/14/2023	\$67.00
OP-01436-2023	251151	Rodriguez, German Deandre	8/17/2023	\$500.00
TP-03116-2023	251177	Batinga, Jeffrey Jay	7/12/2023	\$100.00
TP-03421-2023	251177	Batinga, Jeffrey Jay	8/16/2023	\$100.00
TP-03615-2023	251177	Batinga, Jeffrey Jay	9/13/2023	\$100.00
TP-03192-2023	251217	Bray, Donovan Taylor	7/20/2023	\$66.66
TP-03543-2023	251217	Bray, Donovan Taylor	8/31/2023	\$16.00
TP-03364-2023	251421	Garza, Marcos	8/9/2023	\$162.00
TP-03061-2023	251500	Marquez, Hayden Paul	7/5/2023	\$88.89
TP-03186-2023	251500	Marquez, Hayden Paul	7/19/2023	\$88.88
TP-03489-2023	251500	Marquez, Hayden Paul	8/24/2023	\$95.11
2023-549042	251743	Plymale, William Junior	8/25/2023	\$81.67
2023-550242	251743	Plymale, William Junior	9/22/2023	\$245.83
TP-03037-2023	251753	Delgado, Leigh Ana	7/1/2023	\$83.33
TP-03241-2023	251753	Delgado, Leigh Ana	7/26/2023	\$83.34
TP-03165-2023	251931	Chatman, Reginald Dwayne, Jr.	7/16/2023	\$184.50
TP-03212-2023	252483	Tibor, Nily Mie	7/22/2023	\$100.00
TP-03510-2023	252483	Tibor, Nily Mie	8/25/2023	\$50.00
TP-03579-2023	252483	Tibor, Nily Mie	9/8/2023	\$49.00
TP-03089-2023	252513	Trott, Shirray Marie-Agnes	7/8/2023	\$58.33
TP-03350-2023	252513	Trott, Shirray Marie-Agnes	8/8/2023	\$58.33
TP-03638-2023	252513	Trott, Shirray Marie-Agnes	9/17/2023	\$58.34
TP-03710-2023	252513	Trott, Shirray Marie-Agnes	9/29/2023	\$35.84
OP-01083-2023	252613	Gutierrez, Heath Spencer	7/19/2023	\$166.67
OP-01809-2023	252613	Gutierrez, Heath Spencer	9/12/2023	\$60.00
2023-546311	252661	Smith, Devin	7/10/2023	\$80.00
2023-547824	252661	Smith, Devin	8/7/2023	\$125.60
2023-546577	252903	Leija, Jose Emilio	7/14/2023	\$60.00

2023-549542	252903	Leija, Jose Emilio	9/6/2023	\$47.00
OP-01164-2023	253235	Green, Jamila Takiyah	7/26/2023	\$135.00
OP-00918-2023	253405	Cates, Michol Timothy	7/6/2023	\$83.33
OP-01444-2023	253405	Cates, Michol Timothy	8/17/2023	\$83.33
2023-547009	253445	Peevey, Zachary Cole	7/21/2023	\$85.72
2023-549448	253445	Peevey, Zachary Cole	9/1/2023	\$85.71
TP-03478-2023	253456	Llamas, Rosemary	8/22/2023	\$154.28
TP-03236-2023	253626	Andrade, Jose	7/25/2023	\$85.71
TP-03419-2023	253626	Andrade, Jose	8/16/2023	\$85.72
TP-03634-2023	253626	Andrade, Jose	9/15/2023	\$85.71
TP-03614-2023	253776	Galvan, Erick	9/12/2023	\$300.00
OP-00984-2023	253999	Murdock, Eric	7/12/2023	\$400.00
OP-01408-2023	254065	Krouch, Vanni	8/15/2023	\$16.00
2023-546176	254113	Aguirre, Irene	7/6/2023	\$117.00
OP-01227-2023	254129	Blaschke, Sheila Jane	7/31/2023	\$133.33
TP-03672-2023	254129	Blaschke, Sheila Jane	9/22/2023	\$88.89
2023-546589	254197	Hall, Brandon Douglas	7/14/2023	\$165.00
OP-00882-2023	254219	Tinkler, Kimberly	7/1/2023	\$22.40
OP-01046-2023	254219	Tinkler, Kimberly	7/15/2023	\$160.00
OP-01954-2023	254219	Tinkler, Kimberly	9/22/2023	\$160.00
OP-00990-2023	254368	Arana, Anthony Nicholas	7/12/2023	\$100.00
2023-548859	254512	Fowler, Autumn Hannah Darlene	8/21/2023	\$181.00
2023-546066	254542	Wiatrowski, Jesica	7/5/2023	\$72.00
2023-547255	254769	Resendez, Anthony Edeson	7/27/2023	\$208.00
2023-547343	254769	Resendez, Anthony Edeson	7/28/2023	\$92.00
2023-547999	254830	Gustafson, Joyce Ann	8/10/2023	\$123.33
2023-549779	254830	Gustafson, Joyce Ann	9/12/2023	\$131.67
OP-00958-2023	254830	Gustafson, Joyce Ann	7/9/2023	\$83.33
TP-03096-2023	254953	Mendoza, Jesus Daniel	7/10/2023	\$100.00
TP-03441-2023	254953	Mendoza, Jesus Daniel	8/18/2023	\$82.00
2023-547342	255004	Sessions, Dylan Eli	7/28/2023	\$200.00
2023-550642	255031	Mitchell, Sincere Devon	9/28/2023	\$278.00
2023-548556	255262	Arcos, Vidal	8/16/2023	\$300.00
2023-547621	255274	Gonzalez, Juan	8/3/2023	\$200.00
2023-548552	255393	Hutchins, LaTisha Ann	8/16/2023	\$400.00
2023-548636	255413	Belle, Jesse	8/16/2023	\$24.00
2023-549912	255413	Belle, Jesse	9/14/2023	\$48.00
2023-546678	255434	Olivarez, Aracellie	7/17/2023	\$96.00
2023-549179	255434	Olivarez, Aracellie	8/28/2023	\$101.00
2023-549694	255434	Olivarez, Aracellie	9/11/2023	\$101.00
OP-00896-2023	255467	Edwards, Stephen	7/3/2023	\$78.22
OP-01682-2023	255467	Edwards, Stephen	9/1/2023	\$213.34
OP-02021-2023	255685	King, Lorenzo Melek	9/27/2023	\$91.56
OP-01246-2023	255720	Middleton, Lorryne Carole	8/2/2023	\$500.00
2023-546786	255814	Garcia, Adrian	7/18/2023	\$100.00
2023-547967	255814	Garcia, Adrian	8/9/2023	\$118.00
2023-550625	255814	Garcia, Adrian	9/28/2023	\$75.00

2023-546204	255858	Najera, Agapito Luna	7/7/2023	\$150.00
2023-547679	255858	Najera, Agapito Luna	8/4/2023	\$100.00
2023-547680	255858	Najera, Agapito Luna	8/4/2023	\$76.00
OP-00884-2023	255894	Acosta, Analý	7/2/2023	\$58.00
OP-01253-2023	255894	Acosta, Analý	8/2/2023	\$105.00
OP-01839-2023	255894	Acosta, Analý	9/14/2023	\$110.00
OP-01766-2023	255952	Benitez Rios, Maricela	9/8/2023	\$32.24
2023-548991	256134	Martell, Alejandro	8/24/2023	\$200.00
2023-548196	256142	Ortiz Cordero, Refugio Antonio	8/14/2023	\$57.60
2023-549722	256142	Ortiz Cordero, Refugio Antonio	9/11/2023	\$78.40
OP-01087-2023	256160	Phillips, Melinda Renee	7/19/2023	\$300.00
OP-01053-2023	256164	Lemus, Aubrie Lee	7/16/2023	\$43.00
OP-01091-2023	256257	Ayala, Guadalupe	7/19/2023	\$200.00
OP-01687-2023	256261	Byrd, Miranda	9/1/2023	\$115.00
2023-547997	256332	Taylor, Jason Marcel	8/10/2023	\$500.00
2023-547649	256352	Cruz Bonilla, Aris	8/3/2023	\$1,000.00
2023-549922	256362	Cruz-Jimenez, Trinidad	9/14/2023	\$500.00
2023-546689	256508	Herrington, Charles Rolph	7/17/2023	\$200.00
OP-01886-2023	256527	Gonzalez, Roxanne	9/16/2023	\$250.00
2023-547299	256562	Lackey, David Rudolph, Jr.	7/28/2023	\$50.00
2023-549600	256562	Lackey, David Rudolph, Jr.	9/7/2023	\$83.00
2023-546688	256588	Herrington, Charles Rolph	7/17/2023	\$400.00
2023-548942	256663	Villa, Karina	8/23/2023	\$300.00
2023-547216	256760	Cruz, Jonathan Ismael	7/27/2023	\$200.00
OP-01845-2023	256771	Hebert, Eric Matthew	9/15/2023	\$106.66
OP-01068-2023	256909	Elizondo, Melissa Marie	7/17/2023	\$600.00
2023-549280	256952	Andrews, Steven Eugene	8/30/2023	\$400.00
OP-01551-2023	256965	Burton, Joshua R	8/24/2023	\$600.00
OP-01336-2023	256986	Small, Shuan	8/10/2023	\$300.00
OP-01433-2023	257063	Simpson, Quenton Lee Darnel	8/16/2023	\$400.00
OP-01893-2023	257075	Rubio-Torres, Rogelio	9/17/2023	\$23.33
2023-548988	257097	Jones, Ruth Ann	8/24/2023	\$303.00
OP-02080-2023	257114	Garay, Christian	9/30/2023	\$22.40
OP-01340-2023	257154	Ordonez, Freddy Rivas	8/10/2023	\$750.00
OP-01268-2023	257171	De Paz, William	8/3/2023	\$200.00
OP-01084-2023	257279	Velazquez, Alan	7/19/2023	\$200.00
2023-548665	257329	Jordan, Demontre Dion	8/17/2023	\$200.00
OP-01270-2023	257397;257398	Saadeh, Christopher John	8/3/2023	\$800.00
2023-547230	257418	Rodriguez, Juan Manuel	7/27/2023	\$600.00
2023-546811	257489	Bunch, James	7/19/2023	\$200.00
OP-01260-2023	257755	Rambo, Jon Charles	8/3/2023	\$22.40
OP-01680-2023	257755	Rambo, Jon Charles	9/1/2023	\$80.00
2023-550633	257791	Garcia, Jessy Roman	9/28/2023	\$700.00
OP-01558-2023	257858	Lemus, Aubrie Lee	8/24/2023	\$750.00
2023-547681	257862	Lopez-Gonzalez, Mauricio Jacobo	8/4/2023	\$400.00
OP-01613-2023	257872	Muniz, Kelly	8/28/2023	\$58.00
OP-01918-2023	257872	Muniz, Kelly	9/19/2023	\$105.00

OP-01560-2023	258068	Salazar, Aurora	8/24/2023	\$400.00
2023-548639	258081	Trahan, Terri Lynn	8/16/2023	\$200.00
OP-01093-2023	258136	Sanchez-Jiminez, Servando	7/19/2023	\$600.00
2023-549026	258155	Murray, Stephon Rojae	8/24/2023	\$300.00
OP-02051-2023	258267	Hood, Candace Michelle	9/28/2023	\$500.00
OP-02039-2023	258293	Lachney, Brandon	9/28/2023	\$300.00
2023-550645	258384	Bejaran, Kalvin	9/28/2023	\$500.00
2023-548952	258853	Thomas, Martavis Tyvone	8/23/2023	\$253.00
2023-548962	258853	Thomas, Martavis Tyvone	8/24/2023	\$247.00
2023-548115	258854	Thomas, Martavis Tyvone	8/11/2023	\$208.00
2023-548116	258854	Thomas, Martavis Tyvone	8/11/2023	\$500.00
2023-548117	258854	Thomas, Martavis Tyvone	8/11/2023	\$292.00
2023-549985	245058	Vazquez, Carlos	9/15/2023	\$232.00
TP-03300-2023	246707	Rodriguez, Maria Christina	8/1/2023	\$100.00
TP-03358-2023	246707	Rodriguez, Maria Christina	8/9/2023	\$42.00
2023-550259	246860	Beasley, Isabella Soleil	9/25/2023	\$300.00
TP-03135-2023	247505	Lopez Velasques, Francisco Javier	7/13/2023	\$29.17
2023-548028	247560	Corsentino, Haley Marie Judith	8/10/2023	\$152.23
TP-03226-2023	247560	Corsentino, Haley Marie Judith	7/24/2023	\$269.23
2023-547298	247653	Alcocer, Santos	7/28/2023	\$17.25
2023-549243	247653	Alcocer, Santos	8/29/2023	\$18.75
2023-547179	247691	Graham, Nazgul Imangaliyeva	7/26/2023	\$21.02
2023-550607	247691	Graham, Nazgul Imangaliyeva	9/27/2023	\$21.02
OP-01230-2023	247879	Parson, Jamarick Deshawn	7/31/2023	\$160.00
OP-01655-2023	247879	Parson, Jamarick Deshawn	8/30/2023	\$65.00
TP-03293-2023	247994	Montelongo, Jonathan Abdiel	8/1/2023	\$100.00
2023-546573	248166	Loya, Gerardo	7/14/2023	\$10.00
TP-03376-2023	248200	Simmons, Jody Ray	8/10/2023	\$70.00
TP-03576-2023	248200	Simmons, Jody Ray	9/7/2023	\$70.00
TP-03668-2023	248200	Simmons, Jody Ray	9/22/2023	\$110.00
TP-03182-2023	248485	Brogdon, Martin Clyde, Jr.	7/18/2023	\$33.34
TP-03454-2023	248485	Brogdon, Martin Clyde, Jr.	8/19/2023	\$33.33
TP-03660-2023	248485	Brogdon, Martin Clyde, Jr.	9/20/2023	\$33.34
2023-550236	248652	Mata, Patricia Marie	9/22/2023	\$500.00
2023-549273	249078	Arevalo, Raymond	8/30/2023	\$81.67
TP-03194-2023	249166	Rivera, Edgar	7/20/2023	\$18.42
TP-03432-2023	249166	Rivera, Edgar	8/17/2023	\$18.42
TP-03663-2023	249166	Rivera, Edgar	9/21/2023	\$18.42
2023-549274	249185	Arevalo, Raymond	8/30/2023	\$43.34
OP-01202-2023	249511	Piwonka, Lilly Ann	7/28/2023	\$50.00
OP-01370-2023	249511	Piwonka, Lilly Ann	8/11/2023	\$65.00
OP-00930-2023	250280	Lopez, Robert Lee	7/6/2023	\$187.50
OP-01516-2023	250280	Lopez, Robert Lee	8/21/2023	\$187.50
OP-01416-2023	250373	Ausmus, Christopher	8/15/2023	\$457.00
OP-01417-2023	250374	Ausmus, Christopher	8/15/2023	\$457.00
2023-546631	250400	Baeza, Luis	7/17/2023	\$44.00
OP-00893-2023	250726	Delafuente, Ellayna R	7/3/2023	\$200.00

OP-01219-2023	250827	Flash, Joseph Neil	7/31/2023	\$56.00
OP-01666-2023	250827	Flash, Joseph Neil	8/31/2023	\$56.00
OP-02049-2023	250827	Flash, Joseph Neil	9/28/2023	\$56.00
TP-03279-2023	250964	Duke, Cristan Shae	7/31/2023	\$63.38
OP-01460-2023	251048	Jones, Marcus	8/18/2023	\$130.84
OP-01649-2023	251066	Pena, Jazmine Eidel	8/30/2023	\$200.00
OP-01570-2023	251408	Cavazos, Eugenio	8/25/2023	\$500.00
OP-01825-2023	251478	Paiz, Joshua Taylor	9/14/2023	\$76.36
TP-03064-2023	251478	Paiz, Joshua Taylor	7/6/2023	\$90.91
TP-03433-2023	251478	Paiz, Joshua Taylor	8/17/2023	\$72.73
TP-03142-2023	251530	Barron, Jordan Anthony	7/14/2023	\$6.40
2023-548356	251612	Hawkins, George, Jr.	8/15/2023	\$148.00
TP-03126-2023	251679	Vasquez, Roberto, Jr.	7/12/2023	\$55.71
TP-03366-2023	251679	Vasquez, Roberto, Jr.	8/9/2023	\$55.71
TP-03566-2023	251679	Vasquez, Roberto, Jr.	9/6/2023	\$55.72
TP-03098-2023	251721	Heath, Garren Diego	7/10/2023	\$83.33
TP-03328-2023	251721	Heath, Garren Diego	8/4/2023	\$83.34
OP-01861-2023	251895	Hubbard, Alex Adren	9/15/2023	\$68.00
TP-03218-2023	251961	Mills, John, Jr.	7/24/2023	\$37.32
TP-03470-2023	251961	Mills, John, Jr.	8/21/2023	\$29.85
TP-03649-2023	251961	Mills, John, Jr.	9/19/2023	\$29.85
OP-01104-2023	252137	Hardge, Natalie	7/20/2023	\$120.00
2023-547182	252145	Garcia, Celestino Almanza	7/26/2023	\$113.78
2023-549292	252145	Garcia, Celestino Almanza	8/30/2023	\$51.55
2023-546959	252455	Lopez, Nina Maria	7/21/2023	\$81.00
2023-549096	252455	Lopez, Nina Maria	8/25/2023	\$81.00
OP-01803-2023	252527	Hatt-Able, Jordan Al	9/12/2023	\$300.00
2023-548125	252589	Mata, Jesse James	8/11/2023	\$85.71
2023-549693	252589	Mata, Jesse James	9/11/2023	\$42.86
2023-547006	252618	Hussey, Lincoln Dewayne	7/21/2023	\$83.33
2023-549023	252618	Hussey, Lincoln Dewayne	8/24/2023	\$130.84
OP-01065-2023	252636	Becerra, Eddie Angel	7/17/2023	\$300.00
OP-00899-2023	252640	Benavides, Tommy Hernandez	7/3/2023	\$41.67
OP-01054-2023	252640	Benavides, Tommy Hernandez	7/16/2023	\$41.67
OP-01108-2023	252640	Benavides, Tommy Hernandez	7/20/2023	\$41.67
OP-01883-2023	252640	Benavides, Tommy Hernandez	9/16/2023	\$83.34
2023-547007	252645	Bustos, Uriel	7/21/2023	\$88.23
2023-548762	252841	Estrada, Lenin	8/18/2023	\$13.00
OP-01056-2023	252841	Estrada, Lenin	7/16/2023	\$182.00
2023-547070	252899	Moreno, Gabriela Isabel	7/24/2023	\$100.00
2023-548857	252899	Moreno, Gabriela Isabel	8/21/2023	\$111.00
OP-01316-2023	252963	Peoples, Paris Shuntel	8/8/2023	\$197.00
OP-01024-2023	252995	Rodriguez-Barajas, Lorenzo	7/14/2023	\$83.33
OP-01650-2023	252995	Rodriguez-Barajas, Lorenzo	8/30/2023	\$226.67
TP-03119-2023	253054	Gonzalez, Jose Roberto	7/12/2023	\$83.33
TP-03331-2023	253054	Gonzalez, Jose Roberto	8/4/2023	\$89.17
OP-01759-2023	253108	Bushnell, Jordan Scott	9/8/2023	\$90.91

OP-00907-2023	253119	Aguilera-Lugo, Jose	7/5/2023	\$142.86
2023-550258	253177	Herrington, Amber D	9/25/2023	\$200.00
TP-03132-2023	253229	Gallow, Jasmine	7/13/2023	\$43.00
TP-03246-2023	253229	Gallow, Jasmine	7/27/2023	\$100.00
TP-03659-2023	253229	Gallow, Jasmine	9/20/2023	\$157.00
OP-01371-2023	253274	Hendley, Taylee	8/11/2023	\$43.00
OP-01781-2023	253274	Hendley, Taylee	9/10/2023	\$80.00
OP-01834-2023	253274	Hendley, Taylee	9/14/2023	\$77.00
OP-01526-2023	253320	Stewart, Jessica Tareece	8/22/2023	\$93.00
TP-03260-2023	253328	Trevino, Claudia Elizabeth	7/27/2023	\$100.00
TP-03266-2023	253328	Trevino, Claudia Elizabeth	7/28/2023	\$72.00
2023-548091	253380	Fontanez, Belinda	8/11/2023	\$62.50
2023-546120	253397	Valenzuela, Johnn Jr	7/5/2023	\$278.50
2023-546393	253406	Collins, Lorenzo Michelamos	7/11/2023	\$100.00
2023-547958	253406	Collins, Lorenzo Michelamos	8/9/2023	\$100.00
2023-549735	253406	Collins, Lorenzo Michelamos	9/11/2023	\$100.00
TP-03313-2023	253450	Horn, Dewayne Emmanuel	8/2/2023	\$58.00
TP-03621-2023	253450	Horn, Dewayne Emmanuel	9/14/2023	\$85.00
OP-01724-2023	253467	Lara Rosa, Emiliano	9/5/2023	\$131.25
OP-01884-2023	253467	Lara Rosa, Emiliano	9/16/2023	\$57.75
2023-547825	253587	Rojas, Melvin	8/7/2023	\$100.00
TP-03073-2023	253587	Rojas, Melvin	7/6/2023	\$100.00
TP-03567-2023	253587	Rojas, Melvin	9/6/2023	\$100.00
TP-03077-2023	253613	Cummings, Hannah	7/7/2023	\$45.46
TP-03351-2023	253613	Cummings, Hannah	8/8/2023	\$45.45
TP-03375-2023	253613	Cummings, Hannah	8/10/2023	\$123.64
TP-03589-2023	253631	Tyler, Christopher William	9/8/2023	\$53.00
TP-03671-2023	253631	Tyler, Christopher William	9/22/2023	\$75.00
OP-01873-2023	253716	Neal, Rosalie	9/15/2023	\$112.00
2023-546536	253729	Lopez, Yovani	7/13/2023	\$83.33
2023-547253	253729	Lopez, Yovani	7/27/2023	\$8.33
2023-548855	253729	Lopez, Yovani	8/21/2023	\$83.34
2023-550512	253729	Lopez, Yovani	9/26/2023	\$58.33
OP-01485-2023	253773	Stowers, Kenneth Wayne	8/18/2023	\$24.50
OP-01896-2023	253773	Stowers, Kenneth Wayne	9/18/2023	\$87.50
2023-547595	253950	Pierce, Billy Ray	8/3/2023	\$98.00
2023-547749	254000	Myers, Charles Arthur	8/4/2023	\$64.89
2023-547254	254042	Luna, Anthony Lee	7/27/2023	\$140.00
2023-547240	254052	Johnson, Cedric Dion	7/27/2023	\$73.00
2023-549276	254052	Johnson, Cedric Dion	8/30/2023	\$75.00
2023-550596	254052	Johnson, Cedric Dion	9/27/2023	\$73.00
TP-03258-2023	254142	Garza, Paul	7/27/2023	\$95.29
TP-03532-2023	254142	Garza, Paul	8/30/2023	\$98.82
TP-03712-2023	254142	Garza, Paul	9/29/2023	\$95.29
OP-01921-2023	254207	Olguin-Melo, Asahelt	9/19/2023	\$43.00
2023-546109	254251	Wittig, Heather Ann	7/5/2023	\$87.50
2023-550248	254251	Wittig, Heather Ann	9/25/2023	\$52.50

OP-01064-2023	254329;254330	Jackson, Steven Raymond, Jr.	7/17/2023	\$500.00
OP-00908-2023	254360	Martinez, Marcos	7/5/2023	\$50.75
OP-01250-2023	254360	Martinez, Marcos	8/2/2023	\$91.88
OP-01757-2023	254360	Martinez, Marcos	9/8/2023	\$91.88
2023-546398	254585	Gutierrez Mendoza, Nectali	7/12/2023	\$26.00
2023-549999	254585	Gutierrez Mendoza, Nectali	9/15/2023	\$474.00
OP-01800-2023	254604	Bourgeois, Kandia Sean	9/12/2023	\$43.00
2023-546601	254640	Davis, Willie Emile	7/14/2023	\$220.00
TP-03641-2023	254658	Hardage, Tessa Leann	9/18/2023	\$43.00
OP-01239-2023	254726	Zavala Calles, Jose	8/1/2023	\$28.00
OP-01377-2023	254730	Collins, Brandon	8/12/2023	\$253.34
2023-548191	254744	Duncan, Kaitlyn Elizabeth	8/14/2023	\$500.00
OP-01313-2023	254824	Gholson, Courtney Lynn	8/8/2023	\$85.71
OP-01743-2023	254824	Gholson, Courtney Lynn	9/7/2023	\$190.29
OP-01425-2023	254874	Guillot, Misty Dawn	8/15/2023	\$69.17
OP-01828-2023	254874	Guillot, Misty Dawn	9/14/2023	\$70.83
OP-01105-2023	254881	Lainez, Ulises	7/20/2023	\$22.40
OP-01961-2023	254881	Lainez, Ulises	9/22/2023	\$160.00
2023-547793	254958	Morris, Kyle Taylor	8/7/2023	\$200.00
2023-548671	254976	Wood, Randall Reese	8/17/2023	\$500.00
OP-01376-2023	254991	Rogers, Rodrick Dewayne	8/12/2023	\$16.36
OP-01793-2023	254991	Rogers, Rodrick Dewayne	9/11/2023	\$90.91
2023-546296	255000	Sandoval, Marko Alonzo	7/10/2023	\$100.00
OP-01788-2023	255005	Solomon, Jessica Dametra	9/11/2023	\$24.50
OP-01466-2023	255046	Boyd, Joshua Jarad	8/18/2023	\$250.00
OP-01720-2023	255076	Norris, Jonathan David	9/5/2023	\$130.91
OP-01290-2023	255159	Earley, Matthew Clayton	8/6/2023	\$28.00
OP-01889-2023	255225	Ybarra, Michael Anthony	9/17/2023	\$85.83
OP-02058-2023	255307	Myles, Willie James	9/29/2023	\$207.27
OP-01276-2023	255320	Sarabia, Damian Octavio	8/4/2023	\$23.33
OP-01675-2023	255320	Sarabia, Damian Octavio	9/1/2023	\$83.33
OP-02077-2023	255320	Sarabia, Damian Octavio	9/29/2023	\$83.33
OP-00985-2023	255409	Anderson, Clayton	7/12/2023	\$500.00
OP-00996-2023	255414	Benard, Bryant	7/12/2023	\$115.00
OP-01325-2023	255414	Benard, Bryant	8/8/2023	\$39.50
OP-01310-2023	255444	Castillo, Albert	8/8/2023	\$43.00
OP-01750-2023	255444	Castillo, Albert	9/7/2023	\$50.00
OP-01662-2023	255489	Martinez, Valeria Fernanda	8/31/2023	\$22.40
OP-01459-2023	255561	Zozaya, Jordi Jared	8/18/2023	\$43.00
OP-01902-2023	255561	Zozaya, Jordi Jared	9/18/2023	\$100.00
OP-00963-2023	255579	Morones, Jose	7/10/2023	\$200.00
OP-01261-2023	255615	Rocha, Raul	8/3/2023	\$87.50
OP-01678-2023	255615	Rocha, Raul	9/1/2023	\$87.50
OP-02018-2023	255615	Rocha, Raul	9/27/2023	\$87.50
OP-01228-2023	255701	Simon, Joe Lee	7/31/2023	\$28.00
OP-01697-2023	255701	Simon, Joe Lee	9/3/2023	\$75.00
OP-01249-2023	255715	Martinez, Alejandra Edith	8/2/2023	\$65.00

OP-01967-2023	255715	Martinez, Alejandra Edith	9/23/2023	\$83.34
2023-546278	255754	Guzman, Pedro	7/10/2023	\$700.00
OP-01322-2023	255776	Turner, William Taft	8/8/2023	\$24.00
OP-02069-2023	255776	Turner, William Taft	9/29/2023	\$171.43
OP-01391-2023	255846	Bostrom, Leah Isabel	8/14/2023	\$300.00
2023-546265	255906	Briseno, William Alexander	7/10/2023	\$300.00
OP-01266-2023	255921	Clark, Trace Westyn	8/3/2023	\$90.12
OP-01762-2023	255921	Clark, Trace Westyn	9/8/2023	\$105.00
2023-546268	255973	Espitia, Ignacio Guadalupe	7/10/2023	\$200.00
2023-546293	256040	Rosas, Gabino	7/10/2023	\$500.00
2023-546650	256135	Nava, Albert	7/17/2023	\$300.00
2023-549135	256275	Orellana, Edenilso Jobani	8/28/2023	\$240.00
2023-546217	256333	Tello, Francisco, IV	7/7/2023	\$700.00
OP-01394-2023	256341	Tzic, Jose Guinea	8/14/2023	\$200.00
2023-546963	256353	Carrizales, Marcos Ignacio	7/21/2023	\$404.25
OP-00960-2023	256416	Imtiaz, Fazla	7/10/2023	\$500.00
2023-546286	256528	Greer, Tanya	7/10/2023	\$15.00
2023-548830	256528	Greer, Tanya	8/21/2023	\$72.00
2023-549971	256528	Greer, Tanya	9/15/2023	\$310.94
OP-01609-2023	256558	Barros, Alberto	8/28/2023	\$200.00
2023-547794	256579	Morris, Kyle Taylor	8/7/2023	\$500.00
2023-547185	256708	Reynolds, Blake	7/26/2023	\$500.00
OP-01042-2023	256720	Stanley, Shardey	7/14/2023	\$200.00
OP-01786-2023	256766	Hill, Leatron Kenard	9/10/2023	\$63.88
OP-01972-2023	256766	Hill, Leatron Kenard	9/24/2023	\$100.62
OP-01656-2023	256809	Levario, Blanca Estela	8/30/2023	\$200.00
OP-01614-2023	256949	Aguirre, Daniel	8/28/2023	\$200.00
2023-547786	256954	Artuyo, George John, Jr.	8/7/2023	\$22.00
OP-01294-2023	256954	Artuyo, George John, Jr.	8/7/2023	\$228.00
OP-00913-2023	257031	Cron, Richard Leuellen, III	7/5/2023	\$60.00
OP-01274-2023	257031	Cron, Richard Leuellen, III	8/3/2023	\$30.00
2023-548677	257060	Savage, Zhane	8/17/2023	\$200.00
2023-548767	257090	Kiernan, Jessica	8/18/2023	\$200.00
2023-549352	257285	Worthy, Tony Winston	8/31/2023	\$200.00
2023-548109	257320	Ross, Dylan Dwayne	8/11/2023	\$250.00
OP-01992-2023	257444	Mendoza, Enrique Eduardo	9/26/2023	\$800.00
OP-00912-2023	257512	Cron, Richard Leuellen, III	7/5/2023	\$82.40
OP-01273-2023	257512	Cron, Richard Leuellen, III	8/3/2023	\$60.00
OP-01482-2023	258074	Servin, Adrian Juan	8/18/2023	\$33.24
OP-01941-2023	258116	Davis, Jake Brooks	9/21/2023	\$24.50
OP-01469-2023	258443	Ruskey, Alan Lee	8/18/2023	\$700.00
OP-01574-2023	258682	Crane, Tereka Teonsha	8/25/2023	\$200.00
OP-01576-2023	258792	Thomas, Jaclaria	8/25/2023	\$200.00
OP-01578-2023	193234	Carpenter, Marshall Lee, II	8/25/2023	\$23.00
2023-546034	208547	GLOSTON, RONALD DEXTER	7/3/2023	\$38.46
2023-547687	208547	GLOSTON, RONALD DEXTER	8/4/2023	\$36.93
2023-550110	208547	GLOSTON, RONALD DEXTER	9/20/2023	\$47.69

OP-01705-2023	222258	Cancino, Roy, Jr.	9/4/2023	\$40.00
OP-01855-2023	222258	Cancino, Roy, Jr.	9/15/2023	\$25.00
TP-03155-2023	242365	Velazquez, Samuel	7/15/2023	\$133.33
TP-03394-2023	242365	Velazquez, Samuel	8/12/2023	\$129.16
TP-03619-2023	242365	Velazquez, Samuel	9/13/2023	\$110.84
TP-03706-2023	242365	Velazquez, Samuel	9/27/2023	\$83.33
TP-03045-2023	242651	Abbott, Charles Brenner, III	7/3/2023	\$117.00
2023-547991	243255	Davila, Nicolle Marie	8/10/2023	\$200.00
2023-550576	243726	Sanchez, Priscilla Lucia	9/27/2023	\$1.00
TP-03168-2023	246059	Diaz, Rolando Adenilson	7/17/2023	\$32.00
2023-546234	246189	Jenkins, Barbara Joeann	7/7/2023	\$500.00
2023-547316	246434	Estrada-Pedroza, Gabriel	7/28/2023	\$318.08
TP-03097-2023	246704	Rodriguez, Tommie Carlson	7/10/2023	\$100.00
TP-03423-2023	246704	Rodriguez, Tommie Carlson	8/16/2023	\$100.00
TP-03639-2023	246704	Rodriguez, Tommie Carlson	9/18/2023	\$100.00
TP-03189-2023	246795	Horton, Ronald	7/20/2023	\$29.09
OP-01962-2023	246865	Braddick, Steven Carl	9/22/2023	\$76.10
TP-03040-2023	246865	Braddick, Steven Carl	7/2/2023	\$83.34
OP-01258-2023	247569	Espey, Jacob	8/3/2023	\$166.67
OP-01805-2023	247569	Espey, Jacob	9/12/2023	\$65.00
OP-01520-2023	247808	Rosemond, George Erick	8/21/2023	\$500.00
2023-546259	248396	Isaboke, Evans	7/10/2023	\$259.00
TP-03281-2023	249009	Benitez, Bryan Ricardo	7/31/2023	\$75.00
TP-03455-2023	249009	Benitez, Bryan Ricardo	8/19/2023	\$82.00
2023-550182	249061	Coburn, Kenneth John	9/21/2023	\$362.00
OP-01464-2023	249223	Munoz, Mariah Alize	8/18/2023	\$500.00
TP-03054-2023	249305	Ortiz, Jeremy Angel	7/3/2023	\$62.50
TP-03284-2023	249305	Ortiz, Jeremy Angel	7/31/2023	\$62.50
TP-03418-2023	249305	Ortiz, Jeremy Angel	8/15/2023	\$39.17
OP-01909-2023	249517	Castaneda, Javier Joshua	9/19/2023	\$24.00
OP-01254-2023	249572	Canales, Christian	8/2/2023	\$35.83
OP-01659-2023	249884	Silva, Oscar	8/31/2023	\$200.00
2023-550347	249951	Falcon, Matthew	9/25/2023	\$75.00
OP-01114-2023	249951	Falcon, Matthew	7/21/2023	\$146.24
OP-01500-2023	249951	Falcon, Matthew	8/20/2023	\$78.75
TP-03239-2023	250055	Young, Charles	7/26/2023	\$2.00
OP-01157-2023	250198	French, Cody	7/25/2023	\$65.62
OP-01806-2023	250198	French, Cody	9/12/2023	\$131.25
OP-01139-2023	250420	Noska, Melody Diane	7/23/2023	\$63.33
2023-547870	250491	Mayberry, James Edward	8/8/2023	\$300.00
2023-548071	250497	Merez, Kenny	8/11/2023	\$56.89
OP-00961-2023	250796	Springer, Austin Christopher	7/10/2023	\$65.63
OP-01324-2023	250796	Springer, Austin Christopher	8/8/2023	\$65.62
OP-01748-2023	250796	Springer, Austin Christopher	9/7/2023	\$65.63
OP-01779-2023	251022	Taylor, Terri Christine	9/10/2023	\$300.00
TP-03251-2023	251115	Price, Tion Antionette	7/27/2023	\$22.00
TP-03059-2023	251175	Balbuena Sarabia, Abraham	7/5/2023	\$66.66

TP-03310-2023	251175	Balbuena Sarabia, Abraham	8/2/2023	\$195.01
2023-550042	251729	Hamilton, Brandon Lafrantz	9/19/2023	\$250.00
OP-01462-2023	251749	Dambroso, Dillon Eugene	8/18/2023	\$200.00
2023-546032	251773	Mireles, Lucia	7/3/2023	\$23.33
2023-547525	251773	Mireles, Lucia	8/2/2023	\$81.67
2023-549275	251773	Mireles, Lucia	8/30/2023	\$83.33
OP-01307-2023	251862	Swaby, Jennifer	8/7/2023	\$74.40
OP-01467-2023	251862	Swaby, Jennifer	8/18/2023	\$80.00
OP-01908-2023	251862	Swaby, Jennifer	9/19/2023	\$80.00
TP-03122-2023	251958	McWain, Austin Douglas	7/12/2023	\$88.89
TP-03443-2023	251958	McWain, Austin Douglas	8/18/2023	\$88.89
TP-03689-2023	251958	McWain, Austin Douglas	9/25/2023	\$88.88
2023-547434	252051	Abernathy, Tyler James	8/1/2023	\$169.60
TP-03253-2023	252165	Simmons, Brandon Keith	7/27/2023	\$96.00
OP-01069-2023	252449	Morgan, Jarred	7/17/2023	\$500.00
OP-01126-2023	252532	Gonzalez, Antonio Leon	7/21/2023	\$21.00
TP-03360-2023	252646	Carrasco, Christina	8/9/2023	\$41.66
2023-546985	252688	Bailon, Rebecca	7/21/2023	\$200.00
OP-01683-2023	252733	Yazzie, Daniela April	9/1/2023	\$50.00
TP-03339-2023	252733	Yazzie, Daniela April	8/5/2023	\$50.00
2023-546065	252804	Flores, Grace Nicole	7/5/2023	\$100.00
2023-549178	252804	Flores, Grace Nicole	8/28/2023	\$50.00
2023-546978	252865	Castano, Kristopher George	7/21/2023	\$300.00
2023-547642	252959	Rivera, Sylvia	8/3/2023	\$177.00
OP-01651-2023	253036	Washington, Mariah Rae	8/30/2023	\$77.00
2023-548637	253040	Zapata, Andrew Lewis	8/16/2023	\$80.00
2023-549505	253040	Zapata, Andrew Lewis	9/5/2023	\$80.00
2023-546175	253106	Aguirre, Jose Armando	7/6/2023	\$66.67
2023-548956	253106	Aguirre, Jose Armando	8/23/2023	\$66.67
2023-549809	253106	Aguirre, Jose Armando	9/12/2023	\$66.66
2023-548785	253142	Wilbert, Christopher Robert	8/18/2023	\$100.00
TP-03148-2023	253248	Castillo, Bryant	7/14/2023	\$83.33
TP-03398-2023	253248	Castillo, Bryant	8/13/2023	\$83.34
TP-03635-2023	253248	Castillo, Bryant	9/15/2023	\$83.33
2023-548236	253439	Brooks, Jennifer Cay	8/14/2023	\$1,500.00
TP-03211-2023	253494	Dickerson, Aungelle Christina	7/22/2023	\$90.91
TP-03453-2023	253494	Dickerson, Aungelle Christina	8/19/2023	\$90.91
TP-03642-2023	253494	Dickerson, Aungelle Christina	9/18/2023	\$109.09
2023-549331	253541	Vasquez, Andrew Jose Ignacio	8/31/2023	\$40.00
2023-547307	253637	Brillhart, Mark Lee	7/28/2023	\$31.67
2023-548847	253637	Brillhart, Mark Lee	8/21/2023	\$40.00
2023-547716	253646	Garcia, Tammy Annette	8/4/2023	\$1,000.00
2023-550023	253649	Sacco, Cassandra	9/18/2023	\$54.55
OP-01288-2023	253649	Sacco, Cassandra	8/6/2023	\$90.91
OP-00910-2023	253664	Trammell, Amanda	7/5/2023	\$55.12
OP-01216-2023	253664	Trammell, Amanda	7/30/2023	\$140.00
OP-01622-2023	253664	Trammell, Amanda	8/28/2023	\$140.00

OP-02082-2023	253664	Trammell, Amanda	9/30/2023	\$140.00
2023-546896	253732	Macedo-Ventura, Claudio	7/20/2023	\$106.40
2023-548825	253732	Macedo-Ventura, Claudio	8/21/2023	\$53.60
2023-547996	253809	Moreno, Aaron Garay	8/10/2023	\$600.00
OP-01480-2023	253842	Durst, Gavin Hans	8/18/2023	\$61.67
OP-01090-2023	253886	Mccormack, Ryan Jacob	7/19/2023	\$13.00
OP-01660-2023	253886	Mccormack, Ryan Jacob	8/31/2023	\$80.00
2023-549330	254043	Vasquez, Andrew Jose Ignacio	8/31/2023	\$40.00
2023-546976	254110	Malagarie, Corey Scott	7/21/2023	\$600.00
TP-03060-2023	254148	Herring, Kayla Marie	7/5/2023	\$128.57
TP-03340-2023	254148	Herring, Kayla Marie	8/6/2023	\$85.72
TP-03575-2023	254148	Herring, Kayla Marie	9/7/2023	\$85.72
OP-01168-2023	254184	Garza, Timothy Jonas	7/27/2023	\$125.00
2023-548306	254244	Valente, Gilberto, Jr.	8/14/2023	\$50.00
2023-550064	254244	Valente, Gilberto, Jr.	9/19/2023	\$100.00
OP-01822-2023	254283	Ballard, Corye Lee	9/13/2023	\$23.33
OP-01319-2023	254370	Armendariz, Isabel Jimenez	8/8/2023	\$23.33
OP-01726-2023	254370	Armendariz, Isabel Jimenez	9/6/2023	\$83.33
2023-546835	254386	Okolie, Chukwunesom Lyndon	7/19/2023	\$10.00
2023-547468	254386	Okolie, Chukwunesom Lyndon	8/1/2023	\$90.00
2023-550342	254386	Okolie, Chukwunesom Lyndon	9/25/2023	\$120.00
2023-547723	254443	Deluna, Christian Anthony	8/4/2023	\$1.00
OP-01199-2023	254502	Ruelas, Thomas Antonio	7/28/2023	\$1,200.00
TP-03091-2023	254506	Smith, Milton	7/9/2023	\$57.00
2023-547215	254595	Aguilar, Celso	7/27/2023	\$72.00
2023-548515	254595	Aguilar, Celso	8/16/2023	\$50.00
2023-549898	254595	Aguilar, Celso	9/14/2023	\$78.00
OP-02013-2023	254609	Paiz, Ellissa	9/27/2023	\$300.00
OP-02083-2023	254617	Jimenez, Jessica	9/30/2023	\$15.00
2023-547295	254727	Chavez, Edson Humberto	7/28/2023	\$1,000.00
OP-01812-2023	254735	Dean, Chad Ryan	9/13/2023	\$106.66
OP-01763-2023	254819	Gardner, Darnell	9/8/2023	\$23.33
OP-01669-2023	254909	Clark, Shelby Marie	8/31/2023	\$13.00
TP-03558-2023	254955	Montelongo, Christy Lyn	9/5/2023	\$180.00
2023-550041	254963	Larios Turcios, Rafael	9/19/2023	\$200.00
OP-01089-2023	255077	Olvera, Eric	7/19/2023	\$171.00
OP-01582-2023	255139	Calvillo, Luis	8/25/2023	\$28.00
OP-00952-2023	255221	Walters, Nicolle	7/7/2023	\$43.00
OP-01010-2023	255221	Walters, Nicolle	7/13/2023	\$100.00
OP-01851-2023	255221	Walters, Nicolle	9/15/2023	\$100.00
2023-546263	255232	Pacheco, Abraham	7/10/2023	\$500.00
2023-546600	255299	Lara, Adam	7/14/2023	\$20.83
2023-547103	255299	Lara, Adam	7/25/2023	\$102.50
2023-548307	255299	Lara, Adam	8/14/2023	\$20.83
2023-549956	255299	Lara, Adam	9/15/2023	\$31.67
OP-01484-2023	255461	Dinarte, Jose	8/18/2023	\$19.71
OP-02075-2023	255461	Dinarte, Jose	9/29/2023	\$171.43

2023-549071	255465	Dubose, Thomas Ethan	8/25/2023	\$200.00
TP-03056-2023	255498	Morales, Vicente, Jr.	7/4/2023	\$28.00
TP-03407-2023	255498	Morales, Vicente, Jr.	8/14/2023	\$100.00
TP-03560-2023	255498	Morales, Vicente, Jr.	9/5/2023	\$100.00
TP-03175-2023	255543	Garcia, Jonathan	7/17/2023	\$357.00
2023-546289	255616	Torres, Jaime	7/10/2023	\$300.00
OP-01193-2023	255623	Reyes, Charlie Daniel	7/28/2023	\$2.00
OP-01811-2023	255674	Jackson, Saknovia Shontay	9/13/2023	\$43.00
2023-547988	255710	Lopez, Juan Martin	8/10/2023	\$200.00
OP-00917-2023	255827	Gutierrez, Deborah	7/6/2023	\$300.00
OP-01247-2023	255922	Cuello, Stephen Paul	8/2/2023	\$172.06
2023-546063	255950	Arredondo, Rafael	7/5/2023	\$85.00
2023-547823	255950	Arredondo, Rafael	8/7/2023	\$85.00
2023-549866	255950	Arredondo, Rafael	9/13/2023	\$85.00
OP-01611-2023	255974	Roque, Jovany	8/28/2023	\$300.00
OP-00962-2023	256042	Sanchez, Jesse	7/10/2023	\$1,000.00
2023-546017	256066	Serrato, Noel Banuelos	7/3/2023	\$214.17
2023-546145	256131	Mathis, Jerome Lavette	7/6/2023	\$500.00
OP-01502-2023	256168	Lewis, Chazlyn Alana	8/21/2023	\$48.00
OP-01709-2023	256213	Valenzuela, Monica Garcia	9/4/2023	\$700.00
2023-550052	256255	Arrants, Justin Thomas	9/19/2023	\$500.00
2023-547995	256289	Brossett, Ahlanna	8/10/2023	\$500.00
OP-02057-2023	256297	Garcia-Perez, Jose Enrique	9/29/2023	\$43.00
OP-01572-2023	256364	Devine-Lieb, Falon	8/25/2023	\$500.00
2023-550086	256495	Nino, Joe	9/20/2023	\$400.00
2023-548056	256499	Ordonez, Elizabeth	8/11/2023	\$486.50
2023-550084	256605	Villanueva, Sierra Desirae	9/20/2023	\$200.00
2023-548124	256609	Williams, Nicholas Jordan	8/11/2023	\$500.00
2023-546692	256661	Wooley, Billy Joe	7/17/2023	\$500.00
OP-01463-2023	256669	Martin, Kiana	8/18/2023	\$600.00
OP-01120-2023	256717	Seals, James Robert	7/21/2023	\$182.00
OP-01661-2023	256717	Seals, James Robert	8/31/2023	\$74.37
OP-01196-2023	256793	Aguilera, Victoria Marie	7/28/2023	\$50.00
2023-550637	256801	Bass, Lauren Nicole	9/28/2023	\$500.00
OP-01197-2023	256810	Lewis, John Clay	7/28/2023	\$300.00
OP-01194-2023	256840	Robertson, Bryce Jamal	7/28/2023	\$200.00
2023-550061	256967	Lopez, Adrian	9/19/2023	\$200.00
2023-550212	257029	Cesar, Bruce	9/22/2023	\$50.00
2023-546973	257133	Espitia Cervantes, Jaime	7/21/2023	\$500.00
OP-02035-2023	257169	Clements, Bradley Cole	9/28/2023	\$200.00
OP-00916-2023	257249	Porter, Deandre Travon	7/6/2023	\$200.00
2023-547306	257300	Crabb, Michael	7/28/2023	\$1.00
2023-550648	257657	Garcia, Danielle Jean	9/28/2023	\$500.00
2023-547717	258386	Bowser, Sue	8/4/2023	\$200.00
OP-01278-2023	258480	Oakes, Tara	8/4/2023	\$200.00
2023-550653	258614	Parker, Arken	9/28/2023	\$800.00
OP-01552-2023	230135	Overbey, Brian Paul	8/24/2023	\$200.00

2023-549157	230669	Wilkes, Ashley	8/28/2023	\$4.69
2023-549626	233776	Devona, Charles, Jr.	9/8/2023	\$64.60
2023-547241	240913	Branson, Larry Robert	7/27/2023	\$15.43
2023-549159	240913	Branson, Larry Robert	8/28/2023	\$15.43
TP-03143-2023	244505	Jackson, Walter Leon	7/14/2023	\$24.54
TP-03274-2023	244505	Jackson, Walter Leon	7/29/2023	\$59.09
TP-03569-2023	244505	Jackson, Walter Leon	9/7/2023	\$65.45
OP-00966-2023	245166	Jasso, Cynthia	7/10/2023	\$83.34
OP-01300-2023	245166	Jasso, Cynthia	8/7/2023	\$72.50
TP-03067-2023	245175	Cantu, Manuel	7/6/2023	\$8.33
TP-03248-2023	245175	Cantu, Manuel	7/27/2023	\$6.66
TP-03334-2023	245175	Cantu, Manuel	8/4/2023	\$7.66
TP-03426-2023	245175	Cantu, Manuel	8/16/2023	\$6.67
2023-546321	245184	Perez, Israel	7/10/2023	\$83.33
2023-548157	245184	Perez, Israel	8/14/2023	\$81.67
2023-550028	245184	Perez, Israel	9/18/2023	\$111.66
2023-546916	246439	Howell, John	7/20/2023	\$481.67
2023-549602	247017	Calderon, Hijinio, Jr.	9/7/2023	\$3.00
2023-550272	247017	Calderon, Hijinio, Jr.	9/25/2023	\$44.00
TP-03141-2023	247030	Harris, Deandre Maurice	7/14/2023	\$110.00
2023-546593	247156	Gooding, Randy Joe	7/14/2023	\$208.00
OP-00904-2023	247727	Mouton, Eric Lee	7/5/2023	\$0.33
OP-01291-2023	247727	Mouton, Eric Lee	8/6/2023	\$0.66
OP-01021-2023	247752	CANTU-CAUDILLO, JUAN MIGUEL	7/13/2023	\$72.88
2023-546900	248422	Leija, Favian Eduardo	7/20/2023	\$94.23
2023-548373	248422	Leija, Favian Eduardo	8/15/2023	\$94.23
2023-550097	248422	Leija, Favian Eduardo	9/20/2023	\$94.23
OP-00974-2023	248636	Woodard, Glendell	7/11/2023	\$93.75
OP-01186-2023	248636	Woodard, Glendell	7/28/2023	\$93.75
OP-01735-2023	248636	Woodard, Glendell	9/6/2023	\$93.75
TP-03262-2023	249213	MEST, KELLY ANN	7/27/2023	\$100.00
TP-03449-2023	249213	MEST, KELLY ANN	8/18/2023	\$100.00
2023-548464	249214	Robinson, Cody James	8/15/2023	\$300.00
OP-01398-2023	249246	Brady, Kevin Scott	8/14/2023	\$37.50
TP-03686-2023	249246	Brady, Kevin Scott	9/25/2023	\$75.00
2023-547448	249962	Hanks, Eugene	8/1/2023	\$32.00
2023-550710	249962	Hanks, Eugene	9/29/2023	\$88.01
OP-00971-2023	249962	Hanks, Eugene	7/11/2023	\$53.33
2023-548718	250733	Dunlap, Byron Wynell	8/18/2023	\$131.67
2023-549351	250733	Dunlap, Byron Wynell	8/31/2023	\$103.33
OP-00931-2023	250733	Dunlap, Byron Wynell	7/6/2023	\$166.67
TP-03081-2023	251755	Edwards, Kimberly Marie	7/7/2023	\$13.89
TP-03298-2023	251755	Edwards, Kimberly Marie	8/1/2023	\$13.89
TP-03548-2023	251755	Edwards, Kimberly Marie	9/1/2023	\$13.89
TP-03632-2023	251863	Tatum, Charlie, III	9/15/2023	\$63.00
OP-01397-2023	252055	Brady, Kevin Scott	8/14/2023	\$127.28
TP-03685-2023	252055	Brady, Kevin Scott	9/25/2023	\$254.55

OP-00945-2023	252062	Crainer, Michael Allen	7/7/2023	\$51.75
2023-546498	252111	Salgado Romero, Nerin	7/13/2023	\$206.47
TP-03374-2023	252118	Sanchez, Benjamin	8/10/2023	\$100.00
TP-03620-2023	252118	Sanchez, Benjamin	9/14/2023	\$100.00
TP-03643-2023	252118	Sanchez, Benjamin	9/19/2023	\$75.00
TP-03646-2023	252118	Sanchez, Benjamin	9/19/2023	\$34.00
TP-03670-2023	252118	Sanchez, Benjamin	9/22/2023	\$50.00
TP-03695-2023	252118	Sanchez, Benjamin	9/25/2023	\$50.00
2023-547119	252529	Homniok, James Craig, Jr.	7/25/2023	\$13.01
TP-03188-2023	252533	Groce, Roger Paul	7/19/2023	\$32.00
TP-03500-2023	252533	Groce, Roger Paul	8/24/2023	\$16.00
TP-03696-2023	252533	Groce, Roger Paul	9/26/2023	\$24.00
2023-546602	252603	Harrison, Edward Jacobe	7/14/2023	\$115.00
2023-546675	252620	Gomez, Ulises Juan Carlos Vargas	7/17/2023	\$127.00
OP-01363-2023	252689	Barcenas, Gerardo	8/11/2023	\$100.00
OP-01949-2023	252689	Barcenas, Gerardo	9/22/2023	\$100.00
OP-00909-2023	252726	Gaona, Vicky	7/5/2023	\$173.00
OP-01066-2023	252726	Gaona, Vicky	7/17/2023	\$327.00
2023-546771	253125	Camero, Enrique	7/18/2023	\$172.00
OP-01508-2023	253129	Chapman, Harry	8/21/2023	\$25.00
OP-01282-2023	253139	Underwood, Trevor	8/4/2023	\$100.00
OP-01973-2023	253139	Underwood, Trevor	9/24/2023	\$100.00
TP-03397-2023	253196	Mendoza-Gonzalez, Jeziel	8/13/2023	\$500.00
OP-02019-2023	253276	Hicks, Deja Allen	9/27/2023	\$22.23
OP-00880-2023	253326	Tibaldo, Deborah	7/1/2023	\$150.00
2023-547467	253464	Montelongo, Jonathan Abdiel	8/1/2023	\$75.00
2023-550603	253464	Montelongo, Jonathan Abdiel	9/27/2023	\$225.00
OP-00977-2023	253542	Wheeler, Nicholas	7/11/2023	\$200.00
2023-547730	253665	Orozco, Victor	8/4/2023	\$114.70
OP-00921-2023	253665	Orozco, Victor	7/6/2023	\$88.24
OP-00903-2023	253992	Mendoza, Victor Manuel	7/4/2023	\$28.00
OP-01285-2023	253992	Mendoza, Victor Manuel	8/5/2023	\$100.00
OP-01725-2023	253992	Mendoza, Victor Manuel	9/5/2023	\$100.00
OP-01272-2023	254128	Black, Reginald Keith	8/3/2023	\$106.66
OP-01901-2023	254128	Black, Reginald Keith	9/18/2023	\$83.33
OP-01252-2023	254332	Jorden, JIisa	8/2/2023	\$23.33
OP-01442-2023	254332	Jorden, JIisa	8/17/2023	\$83.33
OP-02078-2023	254332	Jorden, JIisa	9/29/2023	\$83.33
OP-01510-2023	254387	Ovalle, Alejandro	8/21/2023	\$100.00
OP-01184-2023	254537	West, Jesse	7/28/2023	\$160.00
OP-01564-2023	254537	West, Jesse	8/25/2023	\$80.00
OP-01947-2023	254537	West, Jesse	9/22/2023	\$57.60
OP-01026-2023	254618	Johnson, Jennifer Elizabeth	7/14/2023	\$9.00
2023-548194	254678	Livingston, Broderic Deshawn, Jr.	8/14/2023	\$300.00
OP-01179-2023	254686	Matthews, Damien Meker	7/27/2023	\$83.34
OP-01541-2023	254686	Matthews, Damien Meker	8/23/2023	\$83.33
OP-02052-2023	254686	Matthews, Damien Meker	9/28/2023	\$60.00

2023-546018	254708	Hewitt, John Paul	7/3/2023	\$73.33
2023-547597	254708	Hewitt, John Paul	8/3/2023	\$73.34
OP-01665-2023	254728	CANTU-CAUDILLO, JUAN MIGUEL	8/31/2023	\$200.00
OP-01117-2023	254747	Cyrise, Steven	7/21/2023	\$300.00
OP-01062-2023	254872	Gregory, Ryan Douglas	7/17/2023	\$200.00
2023-546166	254906	Mendez, Jose Guajardo	7/6/2023	\$143.00
2023-548105	254906	Mendez, Jose Guajardo	8/11/2023	\$200.00
OP-01238-2023	255013	Thomas, Javon Jerome	8/1/2023	\$200.00
OP-01388-2023	255119	Garcia, Brittany Danielle	8/13/2023	\$50.00
OP-01898-2023	255119	Garcia, Brittany Danielle	9/18/2023	\$50.00
2023-546346	255122	Garcia, Nicole	7/11/2023	\$254.50
OP-01212-2023	255136	Hernandez, Francisco	7/29/2023	\$162.00
OP-00922-2023	255153	Damian, Matthew Avery	7/6/2023	\$80.00
OP-01241-2023	255153	Damian, Matthew Avery	8/1/2023	\$139.20
2023-548383	255170	Stewart, Mark	8/15/2023	\$1,000.00
OP-01799-2023	255216	Soria, Melinda	9/11/2023	\$86.00
2023-546994	255318	Rodriguez, Refugio Briceno	7/21/2023	\$31.20
2023-549015	255318	Rodriguez, Refugio Briceno	8/24/2023	\$78.40
2023-550215	255318	Rodriguez, Refugio Briceno	9/22/2023	\$80.00
2023-548277	255326	Strain, Cedric	8/14/2023	\$118.00
2023-549989	255326	Strain, Cedric	9/15/2023	\$80.00
OP-01916-2023	255326	Strain, Cedric	9/19/2023	\$100.00
2023-549110	255334	Washington, Ja'Kaleb Lee	8/25/2023	\$200.00
OP-00978-2023	255362	Wilson, Travis Charles	7/11/2023	\$600.00
2023-548820	255392	Horton, Justin Tanner	8/21/2023	\$200.00
2023-548981	255437	Dao Viet, Hung	8/24/2023	\$200.00
2023-549998	255458	De La Cruz, Edwin	9/15/2023	\$65.45
2023-548465	255487	Lewis, Kayon Taylor	8/15/2023	\$178.00
OP-01150-2023	255491	Mendez, Marco	7/24/2023	\$28.00
OP-01532-2023	255491	Mendez, Marco	8/22/2023	\$100.00
OP-01970-2023	255491	Mendez, Marco	9/24/2023	\$100.00
2023-549002	255495	Miller, Cody Darwin	8/24/2023	\$693.00
2023-546387	255557	Valencia, Yarleth	7/11/2023	\$98.00
2023-548752	255557	Valencia, Yarleth	8/18/2023	\$98.00
OP-01741-2023	255557	Valencia, Yarleth	9/7/2023	\$69.00
2023-546385	255558	Valencia, Nancy	7/11/2023	\$39.00
OP-01382-2023	255558	Valencia, Nancy	8/13/2023	\$100.00
OP-01717-2023	255558	Valencia, Nancy	9/5/2023	\$100.00
OP-01911-2023	255558	Valencia, Nancy	9/19/2023	\$100.00
2023-546635	255602	East, Dennis Gerome	7/17/2023	\$200.00
OP-01513-2023	255613	Torres, Jose Miguel	8/21/2023	\$400.00
2023-546122	255651	Brewster, Christopher Maurice	7/5/2023	\$65.00
OP-01623-2023	255651	Brewster, Christopher Maurice	8/28/2023	\$83.33
OP-02022-2023	255651	Brewster, Christopher Maurice	9/27/2023	\$83.33
2023-547462	255707	Lane, Wesley Ezekiel	8/1/2023	\$300.00
OP-01523-2023	255741	Pugh, Kyle Truman	8/21/2023	\$100.00
OP-01900-2023	255741	Pugh, Kyle Truman	9/18/2023	\$100.00

2023-546388	255751	Carrasco, Eduardo	7/11/2023	\$1.00
OP-01170-2023	255770	Romero, William E	7/27/2023	\$200.00
2023-548982	255823	Graham, Clinton Dawayne	8/24/2023	\$338.00
2023-549024	255823	Graham, Clinton Dawayne	8/24/2023	\$162.00
2023-546123	255828	Hawkins, Dontrevious LaShawn	7/5/2023	\$40.00
2023-548856	255828	Hawkins, Dontrevious LaShawn	8/21/2023	\$50.00
OP-01236-2023	255951	Awogbade, Adesoji	8/1/2023	\$200.00
2023-547602	256006	Joseph, Hanton, III	8/3/2023	\$200.00
2023-546350	256063	Sanders, Ronald Keith	7/11/2023	\$156.00
2023-546352	256063	Sanders, Ronald Keith	7/11/2023	\$144.00
2023-546640	256067	Sierra, Roberto Sanchez	7/17/2023	\$200.00
OP-01512-2023	256071	Tijerina, Curtis	8/21/2023	\$300.00
2023-547521	256084	Higgins, William Howard, Jr.	8/2/2023	\$165.00
OP-01031-2023	256132	Miller, Ryan Antonio	7/14/2023	\$83.33
OP-01280-2023	256132	Miller, Ryan Antonio	8/4/2023	\$83.34
OP-01742-2023	256132	Miller, Ryan Antonio	9/7/2023	\$83.33
OP-01906-2023	256141	Ortiz, Mario H	9/18/2023	\$23.33
2023-546731	256174	Martinez, Omar	7/18/2023	\$600.00
2023-549025	256178	Miranda, Carlos Garcia	8/24/2023	\$200.00
OP-01511-2023	256182	Murchison, Cornelius IV	8/21/2023	\$200.00
2023-550635	256233	Zaragoza, Martin Alexander	9/28/2023	\$500.00
2023-546496	256327	Robinson, Thomas Lee	7/13/2023	\$20.00
2023-549247	256327	Robinson, Thomas Lee	8/29/2023	\$81.67
OP-01413-2023	256339	Townsend, Jere	8/15/2023	\$78.00
OP-01737-2023	256339	Townsend, Jere	9/7/2023	\$100.00
2023-550273	256369	Pena, Jose Luis, Jr.	9/25/2023	\$39.00
OP-01985-2023	256399	Pike, Caleb	9/25/2023	\$93.00
2023-548466	256409	Hernandez, Jose	8/15/2023	\$200.00
OP-01439-2023	256501	Pace, Christopher David	8/17/2023	\$200.00
2023-547226	256522	Garcia Cabriaes, Gerardo	7/27/2023	\$200.00
2023-548989	256531	Flores, Sebastian	8/24/2023	\$800.00
2023-550650	256617	Walton, Joshua Lewayne	9/28/2023	\$500.00
OP-01063-2023	256759	Duarte Cruz, David	7/17/2023	\$200.00
OP-01608-2023	256823	Munoz, Christopher Ray	8/28/2023	\$200.00
OP-01615-2023	256842	Valdez, Joshua Thomas	8/28/2023	\$500.00
2023-547456	256951	Amboree, Marcus Deshawn	8/1/2023	\$28.33
2023-549461	256951	Amboree, Marcus Deshawn	9/5/2023	\$81.66
2023-547480	256964	Boudreaux-Deas, Barbara Jean	8/1/2023	\$200.00
OP-01234-2023	257054	Roy, Rodric J	8/1/2023	\$200.00
OP-01171-2023	257126	Holder, Colton Ledford	7/27/2023	\$200.00
2023-547472	257152	Nieto, Jose	8/1/2023	\$500.00
2023-549158	257194	Wilkes, Ashley	8/28/2023	\$200.00
OP-01774-2023	257265	Lawwill, Mikayla	9/9/2023	\$23.33
OP-01792-2023	257265	Lawwill, Mikayla	9/11/2023	\$83.33
2023-549155	257350	Weeks, Robert Samuel	8/28/2023	\$500.00
OP-01775-2023	257421	Sanchez, Angela Perdona	9/9/2023	\$19.17
2023-547470	257438	Trujillo, Samuel	8/1/2023	\$500.00

2023-547465	257570	Fernandez, Isaiah	8/1/2023	\$200.00
2023-547186	257721	Alcazar, Irving Olvera	7/26/2023	\$400.00
OP-01546-2023	257785	Brocato, Drake Dwayne	8/24/2023	\$200.00
OP-01548-2023	257804	Hardin, Johnathan Wesley	8/24/2023	\$200.00
2023-548992	257984	Jackson, Laurencia Everette	8/24/2023	\$200.00
2023-550039	258320	Waddy, Harry, Jr.	9/19/2023	\$200.00
2023-550050	258580	Villa Espronceda, Angelica Maria	9/19/2023	\$200.00

\$120,802.26



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.3.

11/14/2023

Eminent Domain Database Report

The Court authorizes the District Attorney's Office to prepare and submit on behalf of Brazoria County the annual Eminent Domain Database Report to the Texas Comptroller of Public Accounts in accordance with Texas Government Code chapter 2206.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.4.

11/14/2023

Cancellation of Economic Development Agreement between Brazoria County and Brazoria Solar I, LLC

Whereas, on February 22, 2022, through Court Order 7.P.4, this Court approved an Economic Development Agreement between Brazoria County and Brazoria Solar 1, LLC for the development of a solar-powered electric generating facility located in Brazoria County.

Whereas, Brazoria Solar 1, LLC was to commence construction on or before September 30, 2023.

Whereas, Brazoria Solar 1, LLC failed to commence construction of the project by the commencement date.

Whereas, on October 5, 2023, Brazoria County provided notice of intent to terminate in accordance with the Economic Development Agreement.

Therefore, the Court, through this Court Order, hereby terminates the Economic Development Agreement between Brazoria County and Brazoria Solar 1, LLC.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.5.

11/14/2023

Urban Area Security Initiative (UASI) SWAT Ballistic Vest Grant

WHEREAS, The Brazoria County Commissioners Court finds it in the best interest of the citizens of Brazoria County, that UASI grant funding be accepted and the Ballistic Vest Project be operated for FY 2024; and

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

WHEREAS, Brazoria County Commissioners Court designates L. M. "Matt" Sebesta, Jr. as the grantee's authorized official. The authorized official is given the power to accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Brazoria County Commissioners Court approves the submission of acceptance of grant funding for the Ballistic Vest Project to the Office of the Governor.

Grant Number: 4574202



Office of the Governor, Public Safety Office Homeland Security Grants Division Funding Announcement: **2023 Urban Area Security Initiative – LETPA Projects (UASI-L)**

Purpose

The Public Safety Office (PSO) is soliciting applications for projects that support state and local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens. PSO provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving a secure and resilient state.

Per Congressional mandate (911 Act), twenty-five percent (25%) of the combined Homeland Security Grant Program funding must be spent on Law Enforcement Terrorism Prevention Activities (LETPA). **FEMA has increased this requirement to 35%.** The purpose of this solicitation is to assist high-threat, high-density Urban Areas in efforts to build and sustain the capabilities necessary to prevent terrorist attacks and support critical prevention and protection activities. All LETPA investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

The Urban Area Security Initiative (UASI) is intended to support investments that improve the ability of jurisdictions to:

- **Prevent** a threatened or an actual act of terrorism; and/or
- **Protect** its citizens, residents, visitors, and assets against the greatest threats and hazards.

Prevention is defined as the capabilities necessary to avoid, prevent, or stop a threatened or actual act of terrorism.

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all UASI-LETPA projects must assist grantees in achieving target capabilities related to preventing or thwarting an initial or follow-on terrorist attack.**

Available Funding

Federal funds are authorized under Section 2002 of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296), (6 U.S.C. 603). Urban Area Security Initiative (UASI) funds are made available through a Congressional appropriation to the United States Department of Homeland Security (DHS). All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Eligible Organizations

1. Eligible applicants must be located within a designated high-risk Urban Area receiving a FY 2023 federal allocation based upon an analysis of the relative risk of terrorism faced by the 100 most populous metropolitan statistical areas in the United States. Most recently, these areas in Texas include the Dallas/Fort Worth/Arlington Area, the Houston Area, and the San Antonio Area.
2. Applications from the following entities will be considered*:
 - a. State agencies;
 - b. Regional councils of governments;
 - c. Units of local government;
 - d. Nonprofit organizations; and

e. Universities or Colleges.

*Note: All applicant entities must have a mission to serve in an Urban Area operational role or be partnering on plans, training, and exercises within the Urban Area.

Application Process

1. Applicants must contact the applicable Urban Area Working Group (UAWG) regarding their application.
2. Each UAWG holds its own application planning workshops, workgroups, and/or subcommittees and facilitates application prioritization for certain programs within its area. Failure to comply with requirements imposed by the UAWG will render an application ineligible.
3. Upon approval of the UAWG, eligible applicants must access PSO's eGrants website at <https://eGrants.gov.texas.gov> to register and continue the application process. For more instructions and information, see *eGrants User Guide to Creating an Application*, available [here](#).

Key Dates

Action	Date
Funding Announcement Release	03/23/2023
Online System Opening Date	03/23/2023
Final Date to Submit and Certify an Application	04/06/2023 at 5:00pm CST
Earliest Project Start Date	09/01/2023

Project Period

Projects selected for funding must begin between September 1, 2023 and March 1, 2024, and expire on or before August 31, 2025. Additional guidelines are below:

1. Project periods should be structured so that projects that include grant-funded salaries and/or annual recurring costs do not overlap with the project periods of previous or future grant awards with the same costs.
2. Project periods should be structured so that projects that include grant-funded salaries and/or annual recurring costs are on a 12 **or** 24-month grant cycle/performance period.
3. Project periods for equipment only projects are generally awarded for a 6 to 12-month grant period.
4. PSO will consider proposed start or end dates falling outside of these guidelines on a case-by-case basis.

Funding Levels

Minimum: \$2,500

Maximum: None.

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

1. Grant projects must be consistent with the [Federal Emergency Management Agency \(FEMA\) Information Bulletin \(IB\) 473](#) which discusses eligible activities outlined in:
 - a. The National Prevention Framework;
 - b. The National Protection Framework where capabilities are shared with the prevention mission area; and
 - c. Section 2006 of the Homeland Security Act of 2002, as amended.
2. Grant projects must be consistent with the program purpose stated above and must be submitted in support of one of the approved urban area investment categories. Contact the applicable Urban Area Working Group for an updated list of investment categories.
3. The Federal Emergency Management Agency (FEMA) has established National Priority Areas (NPA) for the Homeland Security Grant Program and requires designated Urban Areas to dedicate at least 30% of allocated funds to projects under the NPAs. The NPAs and prescribed amounts for each NPA are noted below. PSO anticipates these priorities will remain in place for the 2023 UASI grant cycle. Applicants are encouraged to submit projects under these National Priority Areas when the primary core capability addressed is consistent with a National Priority Area description below. Note: The National Priority Areas are subject to change without notice upon release of the federal Notice of Funding Opportunity (NOFO). The required National Priority Areas and examples of projects include:
 - a. **Combating Domestic Violent Extremism (NPA - Required to fund at least 3%)**
Core Capabilities: Interdiction & Disruption; Screening, Search and Detection; Physical Protective Measures; Intelligence and Information Sharing; Planning; Public Information and Warning; Operational Coordination; Risk management for protection programs and activities
 - i. Open-source analysis of misinformation campaigns, targeted violence and threats to life, including tips/leads, and online/social media-based threats.
 - ii. Execution and management of threat assessment programs to identify, evaluate, and analyze indicators and behaviors indicative of domestic violent extremists.
 - iii. Establishing and maintaining suspicious activity reporting programs.
 - iv. Training and awareness programs (e.g., through social media, SAR indicators and behaviors) to educate the public on misinformation campaigns and resources to help them identify and report potential instances of domestic violent extremism.
 - b. **Enhancing Elections Security (NPA - Required to fund at least 3%)**
Core Capabilities: Cybersecurity; Intelligence and Information Sharing; Planning; Long-term Vulnerability Reduction; Situational Assessment; Infrastructure Systems
 - i. Physical security planning support for elections infrastructure.
 - ii. Physical/site security measures – e.g., locks, shatter proof glass, alarms, etc. for elections infrastructure.
 - iii. General election security navigator support.
 - iv. Cybersecurity risk assessments, training, and planning for elections systems.
 - v. Projects that address vulnerabilities identified in cybersecurity risk assessments of elections systems.
 - c. **Information and Intelligence Sharing/Cooperation (NPA - Required to fund at least 3%)**
(Note: Applicants should submit Fusion Center projects under this UASI-Law Enforcement Terrorism Prevention Activities (LETPA) solicitation.)

Core Capability: Intelligence and Information Sharing

- i. Identifying, developing, providing, and sharing timely, accurate, and actionable information, data, or knowledge among government or private sector entities to include information sharing with all DHS components, fusion centers, and other entities designated by DHS.
 - ii. Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition and analysis.
 - iii. Joint training and planning with DHS officials and other entities designated by DHS
 - iv. Enabling interdiction and disruption of terrorist activity through enhanced understanding and recognition of pre-operational activity and other crimes that may be precursors or indicators of terrorist activity.
 - v. Paying for personnel or contractors to serve as qualified intelligence analysts and/or to participate in information, investigative, and intelligence sharing activities specifically related to homeland security.
 - vi. Assessing threat information to inform continued prevention operations and ongoing response activities.
 - vii. Implementing and maintaining suspicious activity reporting initiatives.
 - viii. Implementing or sustaining public information and warning systems to relay information regarding terrorism threats.
- d. **Protection of Soft Targets/Crowded Places (NPA - Required to fund at least 3%)**

Core Capabilities: Operational Coordination; Public Information and Warning; Intelligence and Information Sharing; Interdiction and Disruption; Screening, Search, and Detection; Access Control/Identity Verification; Physical Protective Measures; Risk Management for Protection Programs

- i. Implementing target hardening and other measures associated with increased security to mitigate risks at places where people gather, such as schools, workplaces, entertainment venues, transportation nodes, and houses of worship.
 - ii. Assessing critical infrastructure vulnerabilities and interdependencies, particularly those involving multiple sites and/or sectors.
- e. **Enhancing Cybersecurity (NPA - No minimum)**

Core Capabilities: Cybersecurity; Intelligence and Information Sharing

- i. Assessing organizational cybersecurity risk and potential risk.
- ii. Creating or updating strategic cybersecurity plans and related response and recovery plans and exercises.
- iii. Developing approaches for identifying, authenticating and authorizing individuals to access an organization's assets and systems.
- iv. Purchasing software such as anti-virus, anti-malware, continuous monitoring, encryption, enhanced remote authentication, patch management or distributed denial of service protection.
- v. Purchasing hardware such as intrusion detection systems, firewalls, additional servers, routers or switches for the purpose of reducing cybersecurity vulnerabilities.
- vi. Implementing awareness and training measures.
- vii. Establishing anomalous activity detection and system/asset monitoring.

- viii. Developing or sustaining response activities, including information sharing or other mitigation efforts.
 - ix. Conducting other cyber-related activities derived from a prioritized, risk management plan and consistent with objectives of the Texas Cybersecurity Framework (TXCSF) or other comparable framework.
4. Interoperable communications projects must enhance current capabilities or address capability gaps identified by the Texas Department of Public Safety (DPS) or Texas Interoperable Communications Coalition (TxICC) in either the Texas Statewide Communications Interoperability Plan (SCIP) or DPS Report on Interoperable Communications to the Texas Legislature.
- Notes:** *Projects to increase voice communications interoperability for counties with the lowest interoperability levels are preferred over other types of communications projects. If a project is funded (after an agency receives the grant award from the PSO), the planned expenditures must be submitted to and receive validation from the Statewide Interoperability Coordinator (SWIC) prior to purchase. Projects for the purchase of radios and similar equipment are only permitted under LETPA when the equipment is for members of special teams and the project narrative outlines how the teams will use the equipment for terrorism prevention/protection activities. Radios purchased must: a) follow the Statewide Radio ID Management Plan; b) be programmed following the Statewide Interoperability Channel Plan, and c) include encryption options capable of Advanced Encryption Standard (AES) encryption, IF encryption is being purchased.*
5. Cybersecurity projects must enhance current cyber-related activities or address cyber-related capability gaps derived from a prioritized, risk management decision that is consistent with the objectives of the Texas Cyber Security Framework (TXCSF) or other cybersecurity guidance and priorities established by your UAWG.
6. Fusion Center projects must directly align to any capability gaps identified (if applicable) and leverage the data the fusion center used to complete DHS's annual Fusion Center Assessment of the national network. Additionally, each project must align to and reference specific performance areas of the Fusion Center Assessment that the funding is intended to support. Recognized fusion centers must meet fusion center operational standards as established by the Texas Department of Public Safety, including but not limited to: sharing information within the Texas Suspicious Activity Reporting Network; contributing to and supporting activities of the School Safety Working Group; participating in groups established by the Texas Fusion Center Policy Council (TxFCPC); and implementing activities to assist in achieving the objectives of the Texas Homeland Security Strategic Plan.
- Examples of eligible grant-funded fusion center activities include: Facilitating the implementation of plans and procedures, in conjunction with the Texas' primary fusion center, to support the maturation of the Information Sharing Environment (ISE); strengthening capabilities to address emerging threats, sustain analytic capability, integrate technology and/or support other priorities identified by DHS/FEMA or Texas Executive Orders; implementing Suspicious Activity Reporting (SAR) guidance and tools for fusion centers; and attending approved training classes for intelligence analysts (please refer to <https://www.dhs.gov/fema-approved-intelligence-analyst-training-courses>).

Program-Specific Requirements

1. All capabilities being built or sustained must have a clear link to one or more of the following Core Capabilities in the National Preparedness Goal: **Planning; Public Information and Warning; Operational Coordination; Intelligence and Information Sharing; Interdiction and Disruption; Screening, Search and Detection; and Forensics and Attribution.**

2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under UASI must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of terrorism.
3. Grantees are required to maintain adoption and implementation of the National Incident Management System (NIMS). The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.
4. Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Department of Public Safety, Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.
5. Grantees will be required to complete the 2023 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient agency should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. For more information about the NCSR, visit: <https://www.cisecurity.org/ms-isac/services/ncsr/>.

Eligibility Requirements

1. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.
2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. This disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.
3. Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

4. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.
5. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating.
6. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, <https://www.sam.gov/>).

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the [Guide to Grants](#) or any of the following unallowable costs:

1. inherently religious activities such as prayer, worship, religious instruction, or proselytization;
2. lobbying;
3. any portion of the salary of, or any other compensation for, an elected or appointed government official;
4. vehicles or equipment for government agencies that are for general agency use and/or do not have a clear nexus to terrorism prevention, interdiction, and disruption (i.e. mobile data terminals, body cameras, in-car video systems, or radar units, etc. for officers assigned to routine patrol; general firefighting equipment or uniforms);
5. weapons, ammunition, tasers, weaponized vehicles or explosives (exceptions may be granted when explosives are used for bomb squad training);
6. weapons or weapons accessories to include but not limited to optics/sights, ammunition pouches, slings, or other accessories designed for use with any firearms/weapon;
7. admission fees or tickets to any amusement park, recreational activity or sporting event;
8. promotional item or gifts;
9. food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel or where pre-approved for working events;
10. membership dues for individuals;
11. any expense or service that is readily available at no cost to the grant project;
12. any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
13. fundraising;
14. legal services for adult offenders;
15. amateur radios and equipment, FMS radios, GMRS radios, or other radio equipment that is not P25 compliant;

16. riot equipment including but not limited to shields, batons, less-lethal ammunition, and grenades designed or intended for dispersing crowds; and
17. any other prohibition imposed by federal, state, or local law.

Selection Process

Application Screening: HSGD will screen all applications to ensure that they meet the requirements included in the funding announcement.

Peer/Merit Review:

1. The UAWG's sub-committee(s) will prioritize all eligible applications based on state and UAWG priorities, the UAWG risk-informed methodology, cost, and program effectiveness.
2. PSO will accept priority listings that are approved by the UAWG's executive committee.

Final Decisions – All Projects: The executive director will consider UAWG rankings along with other factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, reasonableness, or other relevant factors.

HSGD may not fund all applications or may only award part of the amount requested. If funding requests exceed available funds, PSO may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

Snapshot Description: Application - Submitted by Applicant
Created: 4/3/2023 8:38:12 AM

Agency Name: Brazoria County
Grant/App: 4574202 **Start Date:** 9/1/2023 **End Date:** 8/31/2024

Project Title: Ballistic Vest
Status: Application Pending AO Certification

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460000445035

Application Eligibility Certify:
Created on:3/30/2023 2:40:48 PM By:Ian Patin

Profile Information

Applicant Agency Name: Brazoria County
Project Title: Ballistic Vest
Division or Unit to Administer the Project: Sheriff's Office
Address Line 1: 111 E. Locust
Address Line 2: Suite 303
City/State/Zip: Angleton Texas 77515-4708
Start Date: 9/1/2023
End Date: 8/31/2024

Regional Council of Governments(COG) within the Project's Impact Area: Houston-Galveston Area Council
Headquarter County: Brazoria
Counties within Project's Impact Area: Brazoria

Grant Officials:

Authorized Official

Name: L. M. "Matt" Sebesta, Jr.
Email: matts@brazoria-county.com
Address 1: 111 E. Locust Ste 102A
Address 1:
City: Angleton, Texas 77515
Phone: 979-864-1200 Other Phone: 979-864-1695
Fax: 979-849-4655
Title: The Honorable
Salutation: Judge
Position: Brazoria County Judge

Financial Official

Name: Kaysie Stewart
Email: kaysies@brazoria-county.com
Address 1: 111 E. Locust, Rm 303
Address 1:
City: Angleton, Texas 77515
Phone: 979-864-1275 Other Phone:
Fax: 979-864-1585
Title: Ms.
Salutation: Ms.
Position: County Auditor

Project Director

Name: Ian Patin
Email: ipatin@brazoria-county.com
Address 1: 3602 CR 45
Address 1:
City: Angleton, Texas 77515
Phone: 979-864-2295 Other Phone:
Fax:
Title: Mr.
Salutation: Chief Deputy
Position: Chief Deputy

Grant Writer

Name: Ian Patin
Email: ipatin@brazoria-county.com
Address 1: 3602 CR 45
Address 1:
City: Angleton, Texas 77515
Phone: 979-864-2295 Other Phone:
Fax:
Title: Mr.
Salutation: Chief Deputy
Position: Chief Deputy

Grant Vendor Information

Organization Type: County
Organization Option: applying to provide homeland security services
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460000445035
Unique Entity Identifier (UEI): N1GLHP8EWH9

Narrative Information

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

Primary Mission and Purpose

Urban Area Security Initiative (UASI) - Law Enforcement Terrorism Prevention Activities (LETPA):

Supports programs that address the unique multidiscipline planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas in efforts to build and sustain law enforcement capabilities to prevent terrorist attacks and support critical prevention and protection activities. Urban areas must employ regional approaches to overall preparedness.

Eligibility Requirements

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [CCybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating.

National Incident Management System (NIMS) Implementation

Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Program Requirements

Building and Sustaining Core Capabilities

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

Mission Areas

The National Preparedness Goal organizes the core capabilities into the five mission areas:

- Prevention. Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- Protection. Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- Mitigation. Reduce the loss of life and property by lessening the impact of future disasters.
- Response. Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovery. Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

LETPA

Law Enforcement Terrorism Prevention Activities (LETPA)

The state is responsible for ensuring that at least 30 percent (30%) of the combined HSGP funds allocated under SHSP and UASI are dedicated towards law enforcement terrorism prevention activities, as defined in 6 U.S.C. 607.

Grant projects must be consistent with the [Federal Emergency Management Agency \(FEMA\) Information Bulletin \(IB\) 412](#) which discusses eligible activities outlined in:

- a. The [National Prevention Framework](#);
- b. The [National Protection Framework](#) where capabilities are shared with the prevention mission area;
- c. Section 2006 of the [Homeland Security Act of 2002](#), as amended; and
- d. The [FY 2007 Homeland Security Grant Program Guidance and Application Kit](#).

Activities eligible for use of LETPA focused funds include but are not limited to: Maturation and enhancement of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and training/hiring of intelligence analysts. Coordination between fusion centers and other analytical and investigative efforts. Implementation and maintenance of the Nationwide

Suspicious Activity Reporting (SAR) Initiative. Implementation of the "If You See Something, Say Something" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners. Increased physical security, through law enforcement personnel and other protective measures, by implementing preventative and protective measures at critical infrastructure sites or at-risk nonprofit organizations.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content and requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

Rifle vest-The goal of this project is to provide Sheriff's Office personnel with rifle rated ballistic protection. This project would provide Sheriff's Deputies with adequate protection against most high-velocity rifle rounds that are typically encountered during terrorism and narco-terrorism incidents. The Sheriff's Office currently only issues standard patrol ballistic vest, which cannot stop high-velocity rifle rounds. The funding of this project would give the Sheriff's Office patrol deputies the ability to respond to terrorism related scenes with an enhanced level of protection. NVG-The goal of this project is to purchase Night Vision Goggles and helmet mounts for the Brazoria County Sheriff's SWAT Team. The Sheriff's SWAT team is a part time team that is deployable throughout the County in response to any terrorism, active shooter, barricaded subject or other incidents that the Sheriff directs. The SWAT Team currently does not have night vision capability and this project would give the entire team this capability.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

Rifle vest-Brazoria County has a lot of Petro-chemical facilities and the Bryan Mound Salt Dome, the largest of four Strategic Oil Reserves in the United States. The proximity of the Reserve to the Port of Freeport and accessibility by major roadways create a large threat of terrorism related attacks on this facility. In addition to Bryan Mound, Brazoria County has several major roadways that Narcotics Traffickers utilize on a regular basis to circumvent driving on the major Interstates to avoid criminal interdiction units. As with most counties near the Mexico/Texas border, Brazoria County has seen a sharp increase in Narco-Terrorism type activities. The propensity for violence during these encounters is extremely high and often unpredictable from one incident to the next. The funding of this project would provide jurisdictional law enforcement an enhanced level of safety to respond to a terrorism related incident and during their daily duties when they interact with dangerous subjects during enforcement activities. See page 29 of THIRA. NVG-Brazoria County is a large county with a population of 345,995 people, covering over 1358 sq. miles of land, with the southern portion of the county bordering the Gulf of Mexico. In the southern portion of the county, there are numerous Petro-chemical plants, facilities and the Bryan Mound Salt Dome. The Bryan Mound Salt Dome is one of four Strategic Oil Reserves in the United States and has a current inventory of over 230 million barrels of crude oil (the largest of the four reserves). The County has a large rural area, with population in this area being scattered over varying terrain. With many of the roadways and approach points to the infrastructures listed above being dimly lit or no lighting whatsoever, it creates a difficult response environment to a terrorist attack on any of these facilities. Obtaining night vision capabilities will enhance the Team's capability to detect and deter potential terrorist threats and the response to these threats. This project and routine training will give the SWAT Team the ability to go from a Type IV Team to a Type III Team. See page 29 of THIRA.

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

Rifle vest-The Brazoria County SWAT Team members are the only Sheriff's Office personnel who have rifle rated ballistic protection issued to them from the Sheriff's Office. Several other law enforcement agencies within the region have sought grant opportunities to purchase rifle rated ballistic vest for their agencies, but

the exact number has not been attainable. Texas DPS troopers assigned to the County also have rifle rated ballistic vest that are issued by Texas DPS. The funding of this project would help to closer align the Brazoria County Sheriff's Office first responder patrol personnel with the same level of ballistic protection as other law enforcement personnel within the Houston UASI region. NVG-Currently in Brazoria County there is one Type I SWAT Team and this is a multi-jurisdictional Team. This Team consist of Pearland PD, Alvin PD and League City/Friendswood PD's that make up the Combined Agency Response Team (CART). Regionally, there are also 3 Type I Teams, 2 Type II Teams and 2 Type III SWAT Teams. The funding of the project would give the Sheriff's Office SWAT Team similar capabilities to the other Teams located in the region.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

Rifle vest-The following gap was identified in the 2021 Regional SPR on page 17 - The region lacks sufficient amounts of PPE for law enforcement personnel. NVG-The following gap was noted in the 2021 Regional SPR on page 17: The region needs to sustain and enhance current Special Response Teams capabilities, as identified through the regional certification process.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps. Rifle vest-The local impact of this project will greatly enhance the deputies' level of safety when responding to or conducting enforcement activities where acts of terrorism have been committed or are highly probable. This project would also give the region 70 additional law enforcement personnel who could respond to an act of terrorism regionally with a high level of personal safety equipment. NVG-The local impact of this project would give the Sheriff's Office SWAT Team the enhanced capability to operate effectively during nighttime operations. Currently the SWAT Team is a Type IV team due to lack of night vision capabilities, funding of this project would assist the Team in moving from a Type IV Team to a Type III Team. Regionally, this project would help closer align the BCSO SWAT Team with the capabilities of other Teams in the region.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.*)

4.2.3 Ensure sustainment of response teams across Texas, to include personnel replacement, training to maintain proficiency, and replacement of equipment as needed.

Target Group :

Identify the target group and population expected to benefit from this project.

Rifle vest-Brazoria County is the targeted jurisdiction of this investment as the Sheriff's Office covers the entire county to include assisting agencies in incorporated portions of the county. NVG-The Brazoria County Sheriff's SWAT Team is a part time team that responds to situations that the Sheriff directs where additional trained assets are needed to help resolve high threat level incidents. Brazoria County is a large county with a population of 345,995 people, covering over 1358 sq. miles of land area. Numerous Petro-chemical plants are located in the southern portion of the county, with a large influx of people during normal working hours that come into the county for work. Additionally, the SWAT Team executes the majority of the arrest/search warrants generated by the Brazoria County Narcotics Task Force. These warrants are executed in every portion of the county and the funding of this project would benefit a large portion of the county's population by giving the SWAT Team the enhanced capability to effectively disrupt and dismantle domestic and transnational drug trafficking organizations, operating in Brazoria County and the Houston UASI Region. Additionally, the region of almost 7 million people would benefit from this project due to the SWAT Team being deployable throughout the region with this enhanced capability.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

Rifle vest-If this project is funded, it will be maintained using Brazoria County Sheriff's Office general funds. If future equipment needs arise, we will seek additional grant opportunities. NVG-If this project is funded, the Brazoria County Sheriff's Office will maintain it through general funds. If further equipment becomes necessary, future grant opportunities will be sought.

Project Activities Information

HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Urban Area Impact

Identify the Urban Area Strategic Plan Goal and Objective that most closely aligns with this project. List the Goal/Objective specific to your Urban Area Strategic Plan by number and text (*e.g., Goal 5: Interoperable Communications. Sustain standards-based, shared systems with adequate coverage and capacity to facilitate seamless interoperable communications throughout the Urban Area. Objective 2: Complete the deployment of standards-based shared systems to serve the region.*)

Goal 8: Enhanced Law Enforcement Response Capacity Objective - 8.3- Enhance the region's capacity to prevent, protect against, and respond to acts of terrorism through the appropriate use of equipment and technology.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Support of First Responder Capabilities	100.00	Provide ballistic vest for first responders to respond to terrorist and active shooter incidents.

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of exercises conducted.	1
Number of individuals participating in exercises.	20
Number of people trained.	20
Number of Special Response Team personnel provided with new or updated equipment.	20
Number of Special Response Teams created, maintained or enhanced.	1
Number of trainings conducted.	0

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
-----------------	--------------

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
Number of law enforcement personnel with access to enhanced ballistic protection.	20
Number of Special Teams created, enhanced, or maintained	1

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by going to the **Upload.Files** tab and following the instructions on Uploading eGrants Files.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☐ Yes
☒ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds 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 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?

Select the appropriate response:

☐ Yes
☐ No
☒ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

☐ Yes
☒ No
☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2023

Enter the End Date [mm/dd/yyyy]:

9/30/2024

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

42045621

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

5671831

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

☒ Yes

☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

3/28/2023

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify

☐ Unable to Certify

Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (HSGD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

☐ Yes

☒ No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d))

or Section 6104 of the Internal Revenue Code of 1986?

☒ Yes

☐ No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Enhance capabilities to respond to CBRNE events

Capabilities

Core Capability: On-scene Security, Protection, and Law Enforcement

Identify if this investment focuses on building new capabilities or sustaining existing capabilities.

: Existing Capabilities (Sustain)

Are the assets or activities Deployable or Shareable: Deployable

☐ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures

☒ Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Initiate

Description: The authorization to begin work or resume work on any particular activity.

Process: Involves preparing for, assembling resources and getting work started. May apply to any level, e.g. program, project, phase, activity, task.

Milestones

Milestone: Equipment research and selection; **Completion Date:** 10-30-2023

Milestone: Vendor selection and order from vendor; **Completion Date:** 04-30-2024

Milestone: Take delivery and issue to personnel; **Completion Date:** 08-31-2024

NIMS Resources

___ Check if this project supports a NIMS typed resource

Enter the name of the typed resources from the Resource Type Library Tool:

Enter the ID of the typed resources from the Resource Type Library Tool:

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

☐ Yes
☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

☐ Yes
☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

☐ Yes
☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

☐ Yes
☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

☐ Yes
☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

☐ Yes
☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

☐ Yes
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

☐ Yes
☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

☐ Yes
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

☐ Yes
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	01LE-01-SHLD Shield, Ballistic, Protection Against Small Arms	Patrol rifle rated plate outer carrier	\$13,800.00	\$0.00	\$0.00	\$0.00	\$13,800.00	20
Equipment	01LE-01-SHLD Shield, Ballistic, Protection Against Small Arms	ballistic rifle plates 10x12 level III SA	\$19,600.00	\$0.00	\$0.00	\$0.00	\$19,600.00	40

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
-------------	------------	--------

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Equipment	\$33,400.00	\$0.00	\$0.00	\$0.00	\$33,400.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$33,400.00	\$0.00	\$0.00	\$0.00	\$33,400.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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You are logged in as **User Name:** ianpatin



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.6.

11/14/2023

Urban Area Security Initiative (UASI) SWAT Brazoria Dispatch Console Upgrade Grant

WHEREAS, The Brazoria County Commissioners Court finds it in the best interest of the citizens of Brazoria County, that UASI grant funding be accepted and the Brazoria Dispatch Console Upgrade Project be operated for FY 2024; and

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

WHEREAS, Brazoria County Commissioners Court designates L. M. "Matt" Sebesta, Jr. as the grantee's authorized official. The authorized official is given the power to accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Brazoria County Commissioners Court approves the submission of acceptance of grant funding for the Brazoria Dispatch Console Upgrade Project to the Office of the Governor.

Grant Number: 4895901



Office of the Governor, Public Safety Office Homeland Security Grants Division Funding Announcement: **2023 Urban Area Security Initiative – LETPA Projects (UASI-L)**

Purpose

The Public Safety Office (PSO) is soliciting applications for projects that support state and local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens. PSO provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving a secure and resilient state.

Per Congressional mandate (911 Act), twenty-five percent (25%) of the combined Homeland Security Grant Program funding must be spent on Law Enforcement Terrorism Prevention Activities (LETPA). **FEMA has increased this requirement to 35%.** The purpose of this solicitation is to assist high-threat, high-density Urban Areas in efforts to build and sustain the capabilities necessary to prevent terrorist attacks and support critical prevention and protection activities. All LETPA investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

The Urban Area Security Initiative (UASI) is intended to support investments that improve the ability of jurisdictions to:

- **Prevent** a threatened or an actual act of terrorism; and/or
- **Protect** its citizens, residents, visitors, and assets against the greatest threats and hazards.

Prevention is defined as the capabilities necessary to avoid, prevent, or stop a threatened or actual act of terrorism.

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all UASI-LETPA projects must assist grantees in achieving target capabilities related to preventing or thwarting an initial or follow-on terrorist attack.**

Available Funding

Federal funds are authorized under Section 2002 of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296), (6 U.S.C. 603). Urban Area Security Initiative (UASI) funds are made available through a Congressional appropriation to the United States Department of Homeland Security (DHS). All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Eligible Organizations

1. Eligible applicants must be located within a designated high-risk Urban Area receiving a FY 2023 federal allocation based upon an analysis of the relative risk of terrorism faced by the 100 most populous metropolitan statistical areas in the United States. Most recently, these areas in Texas include the Dallas/Fort Worth/Arlington Area, the Houston Area, and the San Antonio Area.
2. Applications from the following entities will be considered*:
 - a. State agencies;
 - b. Regional councils of governments;
 - c. Units of local government;
 - d. Nonprofit organizations; and

e. Universities or Colleges.

*Note: All applicant entities must have a mission to serve in an Urban Area operational role or be partnering on plans, training, and exercises within the Urban Area.

Application Process

1. Applicants must contact the applicable Urban Area Working Group (UAWG) regarding their application.
2. Each UAWG holds its own application planning workshops, workgroups, and/or subcommittees and facilitates application prioritization for certain programs within its area. Failure to comply with requirements imposed by the UAWG will render an application ineligible.
3. Upon approval of the UAWG, eligible applicants must access PSO's eGrants website at <https://eGrants.gov.texas.gov> to register and continue the application process. For more instructions and information, see *eGrants User Guide to Creating an Application*, available [here](#).

Key Dates

Action	Date
Funding Announcement Release	03/23/2023
Online System Opening Date	03/23/2023
Final Date to Submit and Certify an Application	04/06/2023 at 5:00pm CST
Earliest Project Start Date	09/01/2023

Project Period

Projects selected for funding must begin between September 1, 2023 and March 1, 2024, and expire on or before August 31, 2025. Additional guidelines are below:

1. Project periods should be structured so that projects that include grant-funded salaries and/or annual recurring costs do not overlap with the project periods of previous or future grant awards with the same costs.
2. Project periods should be structured so that projects that include grant-funded salaries and/or annual recurring costs are on a 12 **or** 24-month grant cycle/performance period.
3. Project periods for equipment only projects are generally awarded for a 6 to 12-month grant period.
4. PSO will consider proposed start or end dates falling outside of these guidelines on a case-by-case basis.

Funding Levels

Minimum: \$2,500

Maximum: None.

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

1. Grant projects must be consistent with the [Federal Emergency Management Agency \(FEMA\) Information Bulletin \(IB\) 473](#) which discusses eligible activities outlined in:
 - a. The National Prevention Framework;
 - b. The National Protection Framework where capabilities are shared with the prevention mission area; and
 - c. Section 2006 of the Homeland Security Act of 2002, as amended.
2. Grant projects must be consistent with the program purpose stated above and must be submitted in support of one of the approved urban area investment categories. Contact the applicable Urban Area Working Group for an updated list of investment categories.
3. The Federal Emergency Management Agency (FEMA) has established National Priority Areas (NPA) for the Homeland Security Grant Program and requires designated Urban Areas to dedicate at least 30% of allocated funds to projects under the NPAs. The NPAs and prescribed amounts for each NPA are noted below. PSO anticipates these priorities will remain in place for the 2023 UASI grant cycle. Applicants are encouraged to submit projects under these National Priority Areas when the primary core capability addressed is consistent with a National Priority Area description below. Note: The National Priority Areas are subject to change without notice upon release of the federal Notice of Funding Opportunity (NOFO). The required National Priority Areas and examples of projects include:
 - a. **Combating Domestic Violent Extremism (NPA - Required to fund at least 3%)**
Core Capabilities: Interdiction & Disruption; Screening, Search and Detection; Physical Protective Measures; Intelligence and Information Sharing; Planning; Public Information and Warning; Operational Coordination; Risk management for protection programs and activities
 - i. Open-source analysis of misinformation campaigns, targeted violence and threats to life, including tips/leads, and online/social media-based threats.
 - ii. Execution and management of threat assessment programs to identify, evaluate, and analyze indicators and behaviors indicative of domestic violent extremists.
 - iii. Establishing and maintaining suspicious activity reporting programs.
 - iv. Training and awareness programs (e.g., through social media, SAR indicators and behaviors) to educate the public on misinformation campaigns and resources to help them identify and report potential instances of domestic violent extremism.
 - b. **Enhancing Elections Security (NPA - Required to fund at least 3%)**
Core Capabilities: Cybersecurity; Intelligence and Information Sharing; Planning; Long-term Vulnerability Reduction; Situational Assessment; Infrastructure Systems
 - i. Physical security planning support for elections infrastructure.
 - ii. Physical/site security measures – e.g., locks, shatter proof glass, alarms, etc. for elections infrastructure.
 - iii. General election security navigator support.
 - iv. Cybersecurity risk assessments, training, and planning for elections systems.
 - v. Projects that address vulnerabilities identified in cybersecurity risk assessments of elections systems.
 - c. **Information and Intelligence Sharing/Cooperation (NPA - Required to fund at least 3%)**
(Note: Applicants should submit Fusion Center projects under this UASI-Law Enforcement Terrorism Prevention Activities (LETPA) solicitation.)

Core Capability: Intelligence and Information Sharing

- i. Identifying, developing, providing, and sharing timely, accurate, and actionable information, data, or knowledge among government or private sector entities to include information sharing with all DHS components, fusion centers, and other entities designated by DHS.
 - ii. Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition and analysis.
 - iii. Joint training and planning with DHS officials and other entities designated by DHS
 - iv. Enabling interdiction and disruption of terrorist activity through enhanced understanding and recognition of pre-operational activity and other crimes that may be precursors or indicators of terrorist activity.
 - v. Paying for personnel or contractors to serve as qualified intelligence analysts and/or to participate in information, investigative, and intelligence sharing activities specifically related to homeland security.
 - vi. Assessing threat information to inform continued prevention operations and ongoing response activities.
 - vii. Implementing and maintaining suspicious activity reporting initiatives.
 - viii. Implementing or sustaining public information and warning systems to relay information regarding terrorism threats.
- d. **Protection of Soft Targets/Crowded Places (NPA - Required to fund at least 3%)**

Core Capabilities: Operational Coordination; Public Information and Warning; Intelligence and Information Sharing; Interdiction and Disruption; Screening, Search, and Detection; Access Control/Identity Verification; Physical Protective Measures; Risk Management for Protection Programs

- i. Implementing target hardening and other measures associated with increased security to mitigate risks at places where people gather, such as schools, workplaces, entertainment venues, transportation nodes, and houses of worship.
 - ii. Assessing critical infrastructure vulnerabilities and interdependencies, particularly those involving multiple sites and/or sectors.
- e. **Enhancing Cybersecurity (NPA - No minimum)**

Core Capabilities: Cybersecurity; Intelligence and Information Sharing

- i. Assessing organizational cybersecurity risk and potential risk.
- ii. Creating or updating strategic cybersecurity plans and related response and recovery plans and exercises.
- iii. Developing approaches for identifying, authenticating and authorizing individuals to access an organization's assets and systems.
- iv. Purchasing software such as anti-virus, anti-malware, continuous monitoring, encryption, enhanced remote authentication, patch management or distributed denial of service protection.
- v. Purchasing hardware such as intrusion detection systems, firewalls, additional servers, routers or switches for the purpose of reducing cybersecurity vulnerabilities.
- vi. Implementing awareness and training measures.
- vii. Establishing anomalous activity detection and system/asset monitoring.

- viii. Developing or sustaining response activities, including information sharing or other mitigation efforts.
 - ix. Conducting other cyber-related activities derived from a prioritized, risk management plan and consistent with objectives of the Texas Cybersecurity Framework (TXCSF) or other comparable framework.
4. Interoperable communications projects must enhance current capabilities or address capability gaps identified by the Texas Department of Public Safety (DPS) or Texas Interoperable Communications Coalition (TxICC) in either the Texas Statewide Communications Interoperability Plan (SCIP) or DPS Report on Interoperable Communications to the Texas Legislature.

Notes: *Projects to increase voice communications interoperability for counties with the lowest interoperability levels are preferred over other types of communications projects. If a project is funded (after an agency receives the grant award from the PSO), the planned expenditures must be submitted to and receive validation from the Statewide Interoperability Coordinator (SWIC) prior to purchase. Projects for the purchase of radios and similar equipment are only permitted under LETPA when the equipment is for members of special teams and the project narrative outlines how the teams will use the equipment for terrorism prevention/protection activities. Radios purchased must: a) follow the Statewide Radio ID Management Plan; b) be programmed following the Statewide Interoperability Channel Plan, and c) include encryption options capable of Advanced Encryption Standard (AES) encryption, IF encryption is being purchased.*

5. Cybersecurity projects must enhance current cyber-related activities or address cyber-related capability gaps derived from a prioritized, risk management decision that is consistent with the objectives of the Texas Cyber Security Framework (TXCSF) or other cybersecurity guidance and priorities established by your UAWG.
6. Fusion Center projects must directly align to any capability gaps identified (if applicable) and leverage the data the fusion center used to complete DHS's annual Fusion Center Assessment of the national network. Additionally, each project must align to and reference specific performance areas of the Fusion Center Assessment that the funding is intended to support. Recognized fusion centers must meet fusion center operational standards as established by the Texas Department of Public Safety, including but not limited to: sharing information within the Texas Suspicious Activity Reporting Network; contributing to and supporting activities of the School Safety Working Group; participating in groups established by the Texas Fusion Center Policy Council (TxFCPC); and implementing activities to assist in achieving the objectives of the Texas Homeland Security Strategic Plan.
- Examples of eligible grant-funded fusion center activities include: Facilitating the implementation of plans and procedures, in conjunction with the Texas' primary fusion center, to support the maturation of the Information Sharing Environment (ISE); strengthening capabilities to address emerging threats, sustain analytic capability, integrate technology and/or support other priorities identified by DHS/FEMA or Texas Executive Orders; implementing Suspicious Activity Reporting (SAR) guidance and tools for fusion centers; and attending approved training classes for intelligence analysts (please refer to <https://www.dhs.gov/fema-approved-intelligence-analyst-training-courses>).

Program-Specific Requirements

1. All capabilities being built or sustained must have a clear link to one or more of the following Core Capabilities in the National Preparedness Goal: **Planning; Public Information and Warning; Operational Coordination; Intelligence and Information Sharing; Interdiction and Disruption; Screening, Search and Detection; and Forensics and Attribution.**

2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under UASI must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of terrorism.
3. Grantees are required to maintain adoption and implementation of the National Incident Management System (NIMS). The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.
4. Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Department of Public Safety, Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.
5. Grantees will be required to complete the 2023 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient agency should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. For more information about the NCSR, visit: <https://www.cisecurity.org/ms-isac/services/ncsr/>.

Eligibility Requirements

1. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources [Statewide Cybersecurity Awareness Training](#) page.
2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. This disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.
3. Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

4. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.
5. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating.
6. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, <https://www.sam.gov/>).

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the [Guide to Grants](#) or any of the following unallowable costs:

1. inherently religious activities such as prayer, worship, religious instruction, or proselytization;
2. lobbying;
3. any portion of the salary of, or any other compensation for, an elected or appointed government official;
4. vehicles or equipment for government agencies that are for general agency use and/or do not have a clear nexus to terrorism prevention, interdiction, and disruption (i.e. mobile data terminals, body cameras, in-car video systems, or radar units, etc. for officers assigned to routine patrol; general firefighting equipment or uniforms);
5. weapons, ammunition, tasers, weaponized vehicles or explosives (exceptions may be granted when explosives are used for bomb squad training);
6. weapons or weapons accessories to include but not limited to optics/sights, ammunition pouches, slings, or other accessories designed for use with any firearms/weapon;
7. admission fees or tickets to any amusement park, recreational activity or sporting event;
8. promotional item or gifts;
9. food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel or where pre-approved for working events;
10. membership dues for individuals;
11. any expense or service that is readily available at no cost to the grant project;
12. any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
13. fundraising;
14. legal services for adult offenders;
15. amateur radios and equipment, FMS radios, GMRS radios, or other radio equipment that is not P25 compliant;

16. riot equipment including but not limited to shields, batons, less-lethal ammunition, and grenades designed or intended for dispersing crowds; and
17. any other prohibition imposed by federal, state, or local law.

Selection Process

Application Screening: HSGD will screen all applications to ensure that they meet the requirements included in the funding announcement.

Peer/Merit Review:

1. The UAWG's sub-committee(s) will prioritize all eligible applications based on state and UAWG priorities, the UAWG risk-informed methodology, cost, and program effectiveness.
2. PSO will accept priority listings that are approved by the UAWG's executive committee.

Final Decisions – All Projects: The executive director will consider UAWG rankings along with other factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, reasonableness, or other relevant factors.

HSGD may not fund all applications or may only award part of the amount requested. If funding requests exceed available funds, PSO may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

Snapshot Description: Application - Execution of Grant Acceptance
Created: 9/29/2023 2:08:29 PM

Agency Name: Brazoria County
Grant/App: 4895901 **Start Date:** 10/1/2023 **End Date:** 9/30/2024
Fund Source: HS-Homeland Security Grant Program (HSGP)
Project Title: Brazoria Dispatch Console Upgrade
Status: Application - Award Accepted by Applicant **Fund Block:** 2023

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460000445019

Application Eligibility Certify:

Created on:4/3/2023 8:42:03 AM By:Ian Patin

Profile Information

Applicant Agency Name: Brazoria County
Project Title: Brazoria Dispatch Console Upgrade
Division or Unit to Administer the Project: Brazoria County Sheriff's Office
Address Line 1: 111 E. Locust St
Address Line 2: Suite 303
City/State/Zip: Angleton Texas 77515-4664
Start Date: 10/1/2023
End Date: 9/30/2024

Regional Council of Governments(COG) within the Project's Impact Area: Houston-Galveston Area Council
Headquarter County: Brazoria
Counties within Project's Impact Area: Brazoria

Grant Officials:

Authorized Official

Name: L. M. "Matt" Sebesta, Jr.
Email: matts@brazoria-county.com
Address 1: 111 E. Locust Ste 102A
Address 1:
City: Angleton, Texas 77515
Phone: 979-864-1200 Other Phone: 979-864-1695
Fax: 979-849-4655
Title: The Honorable
Salutation: Judge
Position: Brazoria County Judge

Financial Official

Name: Kaysie Stewart
Email: kaysies@brazoria-county.com
Address 1: 111 E. Locust, Rm 303
Address 1:
City: Angleton, Texas 77515
Phone: 979-864-1275 Other Phone:
Fax: 979-864-1585
Title: Ms.
Salutation: Ms.
Position: County Auditor

Project Director

Name: Steve Rosa
Email: steverosa@brazoria-county.com
Address 1: 111 E. Magnolia Street
Address 1:
City: Angleton, Texas 77515
Phone: 979-864-1201 Other Phone: 979-864-1801
Fax: 979-861-1081
Title: Mr.
Salutation: Chief
Position: EMC

Grant Writer

Name: Ian Patin
Email: ipatin@brazoria-county.com
Address 1: 3602 CR 45
Address 1:
City: Angleton, Texas 77515
Phone: 979-864-2295 Other Phone:
Fax:
Title: Mr.
Salutation: Chief Deputy
Position: Chief Deputy

Grant Vendor Information

Organization Type: County
Organization Option: applying to provide homeland security services
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460000445019
Unique Entity Identifier (UEI): N1GLHP8EWH9

Narrative Information

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

Primary Mission and Purpose

Urban Area Security Initiative (UASI) - Law Enforcement Terrorism Prevention Activities (LETPA):

Supports programs that address the unique multidiscipline planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas in efforts to build and sustain law enforcement capabilities to prevent terrorist attacks and support critical prevention and protection activities. Urban areas must employ regional approaches to overall preparedness.

Eligibility Requirements

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [CCybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating.

National Incident Management System (NIMS) Implementation

Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Program Requirements

Building and Sustaining Core Capabilities

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

Mission Areas

The National Preparedness Goal organizes the core capabilities into the five mission areas:

- Prevention. Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- Protection. Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- Mitigation. Reduce the loss of life and property by lessening the impact of future disasters.
- Response. Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovery. Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

LETPA

Law Enforcement Terrorism Prevention Activities (LETPA)

The state is responsible for ensuring that at least 30 percent (30%) of the combined HSGP funds allocated under SHSP and UASI are dedicated towards law enforcement terrorism prevention activities, as defined in 6 U.S.C. 607.

Grant projects must be consistent with the [Federal Emergency Management Agency \(FEMA\) Information Bulletin \(IB\) 412](#) which discusses eligible activities outlined in:

- a. The [National Prevention Framework](#);
- b. The [National Protection Framework](#) where capabilities are shared with the prevention mission area;
- c. Section 2006 of the [Homeland Security Act of 2002](#), as amended; and
- d. The [FY 2007 Homeland Security Grant Program Guidance and Application Kit](#).

Activities eligible for use of LETPA focused funds include but are not limited to: Maturation and enhancement of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and training/hiring of intelligence analysts. Coordination between fusion centers and other analytical and investigative efforts. Implementation and maintenance of the Nationwide

Suspicious Activity Reporting (SAR) Initiative. Implementation of the "If You See Something, Say Something" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners. Increased physical security, through law enforcement personnel and other protective measures, by implementing preventative and protective measures at critical infrastructure sites or at-risk nonprofit organizations.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content and requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

The Brazoria County Sheriff's Office dispatch Center consists of (13) consolettes, (4) MCC7500 consoles, and (3) GGM routers which are all out-dated and end-of-support. Having out-dated equipment within the critical infrastructure creates vulnerability to the security and reliability of the entire Brazoria County and Harris County radio system, especially during a response to terrorist attacks. The project includes replacing the outdated, end-of-support thirteen (13) consolettes with new APX consolettes (12x700MHz and 1xVHF), (4) MCC7500 consoles, and (3) GGM routers in the Brazoria County Sheriff's Office dispatch center. If this project is awarded, Motorola has agreed to supply (4) MCC7500E consoles and (3) SRX routers early and at no equipment cost as part of the future planned Harris County upgrade during this project. Although Motorola is providing the (4) consoles and (3) routers at no equipment cost, installation cost will not be covered under the Harris County service agreement and those costs are included in the proposed project budget.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

Brazoria County is home to many critical and industrial infrastructures, such as petro-chemical manufacturing, oil and gas process plants, federal oil storage reserve site, private and County airports, Port of Freeport, major rail terminal, community colleges and many private and public school districts. These industries are potential targets for terror related CBRNE and/or active shooter attacks as stated in the Regional THIRA (pg. 42). The current out-dated and end-of-support communications equipment creates vulnerability to the security of the entire emergency radio network and greatly limits the ability for security upgrades and future migration capabilities. In the event of a man-made incident, the Brazoria County dispatch center will become the primary hub for interoperable communications for all responding agencies in Brazoria County. The large quantity of radio transmissions during these events has the potential to overwhelm the out-dated and end-of-support radio consoles and consolettes which will negatively impact the ability to communicate across the system for all responding personnel. The out-dated consoles also limit the dispatcher's functionality and capabilities during high radio traffic incidents.

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

The Brazoria County Sheriff's Office currently operates a three site P25 simulcast radio system, with a fourth site expected to come in the next year. The Brazoria County Sheriff's Office accepts responsibility to maintain the jurisdiction's emergency radio infrastructure and much of the cost is shared with other first responder agencies through the collection of "Air-Time" fees on an annual basis. Part of the Brazoria County dispatch center are the (4) radio consoles and (13) consolettes that serve over 17 first responder agencies in Brazoria County. These costs are calculated using only a cost recovery formula and does not include scenarios such as updating hardware due to end-of-support and end-of-life. Brazoria County employs one full time radio technician, which ensures the radio system is kept up to date and in good working order.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

As stated in the 2022 UASI SPR Gap Statement, (Page 44) "The region needs additional P25 radios, spare batteries, and infrastructure per the gap analysis." The Brazoria County dispatch center is operating on equipment that was installed in 2014 and is end-of-support and the equipment is limited on future security upgrade capabilities, and will no longer be serviceable by the manufacturer in the event of malfunctions. The equipment will also not be sufficient to sustain future growth and upgrades to the radio infrastructure which are planned in the near future.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps. This project will address all above mentioned gaps by upgrading (4) out-dated end-of-support MCC 7500 to the MCC7500E consoles, (3) GGM routers to (3) SRX routers and (13) end-of-support consolettes which will provide the Brazoria County dispatch with scalable and flexible system architecture, sophisticated network management and security, and an easy migration to future capabilities. This investment will greatly improve the communication capabilities of more than 17 first responder agencies in Brazoria County and will ensure all agencies continue to have reliable emergency radio service even in the event of a terrorist attack where interoperable communications is critical. The funding of this project would also greatly enhance Brazoria County Sheriff's Office capability to respond to any terrorist event in the Houston UASI region, across jurisdictional lines, with effective interoperable communications capability. If awarded, Motorola has agreed to furnish the (4) MCC7500E consoles and (3) SRX routers as part of the future planned Harris County upgrade and there will be no equipment cost associated with this equipment, only installation cost.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.*)

4.3.5 Make strategic investments in statewide communications infrastructure to strengthen operability and interoperability.

Target Group :

Identify the target group and population expected to benefit from this project.

This project directly targets more than 17 response agencies in Brazoria County, including police, fire, and emergency medical services. It is estimated that within these agencies, approximately more than 1,800 first responder radio users depend on this dispatch center on a day to day basis. In the event of a terrorist attack, the dispatch center will be the primary dispatch center to handle many of the agencies that come in from out of jurisdiction to assist with rescue, recovery, and investigation efforts.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

The current cost-recovery budget plan currently in place between partner agencies will continue and will be sufficient through those budgets to maintain and sustain this project, including future upgrades.

Project Activities Information

HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Urban Area Impact

Identify the Urban Area Strategic Plan Goal and Objective that most closely aligns with this project. List the Goal/Objective specific to your Urban Area Strategic Plan by number and text (e.g., *Goal 5: Interoperable Communications. Sustain standards-based, shared systems with adequate coverage and capacity to facilitate seamless interoperable communications throughout the Urban Area. Objective 2: Complete the deployment of standards-based shared systems to serve the region.*)

Goal 5: Interoperable Communications Objective: 5.2 (Equipment) - Sustain and enhance interoperability communications systems by obtaining infrastructure and end-user equipment to ensure a stable and effective communications network.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Support of First Responder Capabilities	100.00	This project will provide the Brazoria County dispatch center with scalable and flexible system architecture, sophisticated network management and security, and an easy migration to future capabilities.

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of exercises conducted.	0
Number of individuals participating in exercises.	0
Number of people trained.	21
Number of Special Response Team personnel provided with new or updated equipment.	0
Number of Special Response Teams created, maintained or enhanced.	0
Number of trainings conducted.	0

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
-----------------	--------------

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
-----------------------	--------------

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
------------------------	--------------

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by going to the **Upload.Files** tab and following the instructions on Uploading eGrants Files.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☒ Yes
☐ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Will follow strict state and federal accrument requirements

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds 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 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?

Select the appropriate response:

☐ Yes
☒ No
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

☐ Yes
☒ No
☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2023

Enter the End Date [mm/dd/yyyy]:

9/30/2024

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

42045621

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

5671831

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

☒ Yes
☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

3/28/2023

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by

any federal department or agency;

- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify

☐ Unable to Certify

Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (HSGD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

☐ Yes

☒ No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

☒ Yes

☐ No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Develop/enhance interoperable communications systems

Capabilities

Core Capability: Operational Communications

Identify if this investment focuses on building new capabilities or sustaining existing capabilities.

: New Capabilities (Build)

Are the assets or activities Deployable or Shareable: Shareable

___ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures

___ Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Execute

Description: The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.

Process: Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.

Milestones

Milestone: research and selection of equipment; **Completion Date:** 12-30-2023

Milestone: Vendor selection and equipment order; **Completion Date:** 03-31-2024

Milestone: Take delivery and install equipment; **Completion Date:** 09-30-2024

NIMS Resources

___ Check if this project supports a NIMS typed resource

Enter the name of the typed resources from the Resource Type Library Tool:

Enter the ID of the typed resources from the Resource Type Library Tool:**Fiscal Capability Information**

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

☐ Yes

☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

☐ Yes

☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

☐ Yes

☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ Yes
- ☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes
- ☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ Yes
- ☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- ☐ Yes
- ☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- ☐ Yes
- ☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

☐ Yes
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

☐ Yes
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Contractual and Professional Services	06CC-05-PRTY Priority Services, Communications	Contractual and Professional Services to design and install communications equipment for dispatch including the consoles, consolettes, and routers.	\$122,381.00	\$0.00	\$0.00	\$0.00	\$122,381.00	0
Equipment	06CP-01-BASE Radio, Base	13 APX consolettes - 12x700MHz and 1xVHF consolette for dispatch operations in Brazoria County SO and for surrounding first responder organizations (with this purchase, we also will receive MCC7500 E Radio Consoles and SRX routers)	\$157,462.00	\$0.00	\$0.00	\$0.00	\$157,462.00	13

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
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Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information**Budget Summary Information by Budget Category:**

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$122,381.00	\$0.00	\$0.00	\$0.00	\$122,381.00
Equipment	\$157,462.00	\$0.00	\$0.00	\$0.00	\$157,462.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$279,843.00	\$0.00	\$0.00	\$0.00	\$279,843.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
Interoperability Standards SWIC Review: Any communications equipment or technologies purchased must comply with the interoperability standards established within the Texas Statewide Communications Interoperability Plan (TSCIP). All radios purchased must: a) follow the Statewide Radio ID Management Plan; b) be programmed following the Statewide Interoperability Channel Plan, and c) include encryption options capable of Advanced Encryption Standard (AES) encryption, IF encryption is being purchased. Grantees must coordinate with the Statewide Interoperability Coordinator (SWIC) for review of planned equipment purchases when using grant funds to buy mobile radios, portable radios, or repeaters. Steps for securing SWIC review and approval may be found here .	6/6/2023 10:21:13 AM		No	Yes
Please be advised that OOG has added a Condition of Funding (CoF) that will hold funds on a specific budget line item(s) that must be met. You can review the CoF by going to the Summary tab and Clicking on	6/6/2023 10:21:13 AM		No	No

the View Condition of Funding link. Assuming all other Conditions of Funding noted on the Statement of Grant award have been met, you will be able to request reimbursement for any line item except for the one(s) with the fund hold until that fund hold is cleared.				
Environmental Planning and Historical Preservation (EHP) Review: Grantees proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. Upon receiving a grant award, you must upload the completed EHP Screening Form to your eGrants record. This form should be uploaded no later than February 28th.	6/6/2023 10:21:36 AM		Yes	No
Nationwide Cybersecurity Review (NCSR): SHSP and UASI subrecipients must complete the Nationwide Cybersecurity Review as outlined in the Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO) and FEMA Information Bulletin 439. For more information about the NCSR, visit: https://www.cisecurity.org/ms-isac/services/ncsr/ . The NCSR must be completed by the deadline set by the Multi-State Information Sharing & Analysis Center (MS-ISAC) in order to remain in compliance with requirements for funding under the HSGP. In order to document compliance, sub-recipients must upload a copy of their NCSR Completion Certification (PDF) from MS-ISAC into the "Upload.Files" tab in this grant record.	6/6/2023 10:27:31 AM		Yes	No
Resolution: Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a resolution electronically using the 'Upload' function in the eGrants system. The resolution must contain the following: <ul style="list-style-type: none"> • Authorization by your governing body for the submission of the application to OOG that clearly identifies the name of the project for which funding is requested; • A commitment to provide all applicable matching funds; • A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update OOG should the official change during the grant period.); and • A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to OOG. 	6/6/2023 10:27:46 AM		Yes	No
This grant must be administered by the Police Department, Sheriff's Office, Constable Precinct, or other Law Enforcement Division/Department within the grantee organization as submitted in the original application. Deviation from the approved budget or project scope requires prior authorization from the Public Safety Office. Failure to comply with this requirement could result in the termination of your grant.	7/14/2023 1:23:15 AM		No	No

You are logged in as **User Name:** Chris Edwards ; **UserName:** Edwards_Chris * INTERNALUSER



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.7.

11/14/2023

Interlocal Agreement with Galveston County - Gulf Coast Auto Crimes Task Force

Court hereby authorizes the attached Interlocal Agreement with Galveston County for the Gulf Coast Auto Crimes Task Force.

County Judge is hereby authorized to sign any documents relating to the Gulf Coast Auto Crimes Task Force after review by the District Attorney's Office.

Interlocal Agreement
State of Texas

This Agreement is entered into by and between the **County of Galveston**, a political subdivision of the State of Texas, hereinafter referred to as “**County**” and the **County of Brazoria**, a political subdivision of the State of Texas situated in Brazoria County, Texas, hereinafter called “**Brazoria County**” pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the **County of Galveston** and **County of Brazoria** have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of \$1,223,641.00 for the Gulf Coast Auto Crimes Task Force, and,

WHEREAS, the **Brazoria County** has agreed to contribute the total of \$39,931.00 in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the **County** and **Brazoria County** believe it to be in their best interests to continue a *multijurisdictional MVCPA Task Force*; and

WHEREAS, the **County** and **Brazoria County** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1 .01 The purpose of this Agreement is to allow the **County** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as Exhibit “A” and made a part hereof for all purposes.

ARTICLE II. TERM

2 .01 The term of this Agreement is to commence on September 1, 2023 and to end August 31, 2024.

ARTICLE III. CONSIDERATION

3 .01 As consideration for this Agreement, the **Brazoria County** (sub-grantee) agrees to contribute a total of \$39,931.00 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Agent Benefits (Brazoria County employee)	\$36,331.00	Fringe paid by Brazoria County in lieu of match (Professional and Contractual Services)
Fuel for Agent’s Vehicle (Brazoria County employee)	\$2,400.00	In-Kind Match by Brazoria County (Supplies and Direct Operating Expenses)
Maintenance/Insurance for Agent’s Vehicle (Brazoria County employee)	\$1,200.00	In-Kind Match by Brazoria County (Supplies and Direct Operating Expenses)

ARTICLE IV. ALLOCATION OF FUNDS

4.01 The specific allocation of the County and Brazoria County fund is set out in the attachment to this Agreement, marked as **Exhibit “A”**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5.01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6.01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII. LEGAL CONSTRUCTION

7.01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII. UNIFORM ASSURANCES

8.01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment- Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization 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 on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

Child Support Obligation- Grantee represents and warrants that it will include the following clause in the award documents for every sub-award and subcontract and will require sub-recipients and contractors to certify accordingly: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Clean Air Act & Federal Water Pollution Control Act- Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules and Requirements- Grantee represents and warrants that it will comply, and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

Contract Oversight- Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contract Work Hours & Safety Standards Act- Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Cybersecurity Training Program- Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act- Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

Debarment and Suspension- Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Debts and Delinquencies- Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan- Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law- Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & Private Foundations- Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution- The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties- Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation- Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

Funding Limitation- Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

Governing Law & Venue- This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

Indemnification- to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.

Law Enforcement Agency Grant Restriction- Grantee on behalf of Gulf Coast Auto Crimes Task Force is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

Legal Authority- Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

Lobbying Expenditure Restriction- Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

No Conflicts of Interest State- Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

No Waiver of Sovereign Immunity- The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

Open Meetings- Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Texas Public Information Act- Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Reporting Compliance- Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant- Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

Reporting Suspected fraud and Unlawful Conduct- Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit- The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring- Grantee represents and warrant that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that subaward performance goals are achieved.

ARTICLE IX. FINANCIAL ADMINISTRATION

9 .01 In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting- Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records- Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control- Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control- Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost- Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation- Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management- Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant- All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period- Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes.

ARTICLE X. COMPLIANCE

10 .01 Grantee and subgrantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and subgrantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management- The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

- (1) Reviewing financial and performance reports required by the local government.
- (2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

ARTICLE XI. ENTIRE AGREEMENT

11 .01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2023.

County of Galveston by:

Mark Henry, County Judge

Date Signed

ATTEST:

Dwight D. Sullivan, County Clerk

County of Brazoria by:

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

Date Signed

ATTEST:

Joyce Hudman, Brazoria County Clerk



Galveston County Taskforce Grant Negotiation for Fiscal Year 2024

The Application was submitted by Mark Henry at 8/16/2023 10:17:11 AM and is now locked.
The confirmation Number is 2023081600229.

Primary Agency / Grantee Legal Name: *Galveston County*

Organization Type: *Law Enforcement*

Organization ORI (if applicable): *TX0840000: GALVESTON CO SO*

Program Title Please enter a short description of the proposed program that can be used as the title.
Galveston County Auto Crimes Task Force

Application Category (See **Request for Applications [RFA]** for category details and descriptions RFA Priority Funding Section):

MVCPA Program Category (see **RFA** and TAC 43, 3 §57.14). Check all that apply.

- Law Enforcement, Detection and Apprehension
- Prevention, Anti-Theft Devices and Motor Vehicle Registration
- Reduction of the Sale of Stolen Vehicles or Parts
- Education Programs and Marketing

Taskforce Grant Participation and Coverage Area

Provide a General Description of the Participating and Coverage Area of this Grant Application

Galveston County Auto Crimes Task Force covers Galveston, Brazoria, Matagorda, and Southern Harris County areas including participating agencies Galveston and Brazoria County Sheriff's Offices, Galveston and La Marque Police Departments. We conduct 68-A inspections, respond to complaints and assist on investigations for all coverage areas. The geographical area has a population growth during the summer time. Our analyst offers support not only statewide, Federal Agencies and internationally upon request.

Define in the tables below the grant relationships and geographic area of the taskforce:

Applicant will add the participating and coverage agencies from the ORI list below. If an agency is not in the ORI list, please include the agency and role in the general description above. Make sure to follow the definitions below and select an agency in the dropdown. Use the *Add as Participating Agency* or *Add as Coverage Agency* button to populate the list.

Participating Agencies are agencies that materially participate in the grant application through the exchange of funds for reimbursement and cash match. Participating agencies are defined after the grant award by interlocal/interagency agreements. Each applicant must select their own agency first. Then select agencies that will receive or provide funding and/or resources. [Note: Interlocal/interagency agreements do not need to be submitted with the application. Interlocal agreements will need to be executed prior to the first payment being made if selected for a grant. Letters of support with the application from the participating agencies are strongly recommended.]

Coverage Agencies are agencies that provided some level of coverage, assistance or support by this grant application but will not materially exchange funds as cash match or reimbursement. The coverage is not supported by an after the award with interlocal/interagency agreements. Coverage agencies as law enforcement agencies may have jurisdictional coverage agreements unrelated to the grant (Ex. City Y is within County X or vice versa). Agencies selected in this list include agencies that will be covered or where the agency indicates that their agency will coordinate or call upon the taskforce. Letters of support with the application from the participating agencies are strongly recommended.

Participating Agencies	Coverage Agencies
TX0200000 BRAZORIA CO SO (MIP)	TX0200100 ALVIN PD
TX0840000 GALVESTON CO SO	TX0200200 ANGLETON PD
TX0840400 GALVESTON PD	TX0200300 CLUTE PD
TX0840700 LA MARQUE PD	TX0200400 DANBURY PD

TX0200500 FREEPORT PD
 TX0200800 LAKE JACKSON PD
 TX0200900 MANVEL PD
 TX0201000 PEARLAND PD(MIP)(IBR)
 TX0201100 RICHWOOD PD
 TX0201200 SWEENEY PD (AE)
 TX0201400 WEST COLUMBIA PD
 TX0201700 ALVIN COMMUNITY COLL PD
 TX0201800 BRAZORIA PD
 TX0201900 BROOKSIDE VILLAGE PD
 TX0202700 JONES CREEK PD (AE)
 TX0202800 SURFSIDE BEACH PD
 TX0202900 OYSTER CREEK PD
 TX0203200 ALVIN ISD PD
 TX0203300 ANGLETON ISD PD (AE)
 TX0203500 COLUMBIA-BRAZORIA ISD PD
 TX0840200 DICKINSON PD
 TX0840300 FRIENDSWOOD PD (AE)
 TX0840500 HITCHCOCK PD
 TX0840600 KEMAH PD
 TX0840800 LEAGUE CITY PD
 TX0840900 TEXAS CITY PD
 TX0841000 UTMB-GALVESTON PD
 TX0841200 TX A&M GALVESTON PD (AE)
 TX0841900 JAMAICA BEACH PD (AE)
 TX0842100 SANTA FE PD
 TX0842200 BAYOU VISTA PD
 TX0842300 COLL OF THE MAINLAND PD
 TX0842800 Santa Fe ISD PD
 TX0843100 GALVESTON ISD PD
 TX1610000 MATAGORDA CO SO
 TX1610100 BAY CITY PD
 TX1610200 PALACIOS PD
 TX1610900 BAY CITY ISD PD

• **Other Coverage** (Use if ORI not listed or explanation is necessary.):

Galveston Port Police Department ORI TX0842400, University of Texas UTMB TX0841000, Port of Freeport (Vehicle exports moved to Freeport from Galveston, Equipment imports/Exports remain in Galveston) No ORI

Resolution: Complete a Resolution and submit to local governing body for approval. [Sample Resolution](#) is found in the Request for Application or send a request for an electronic copy to grantsMVCPA@txdmv.gov. The completed and executed Resolution must be attached to this on-line application.

Grant Budget Form

MVCPA recommends that the applicant complete the total costs (MVCPA and Cash Match combined) for this program. The applicant can then enter the desired amount of Cash Match (not less than 20% per TAC Title 43, Â§57.36). The system will then calculate the correct grant and match amounts.

Budget Entry Option:

Enter MVCPA and Cash Match Amounts

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
<i>Personnel</i>	\$379,580	\$24,620	\$404,200	
<i>Fringe</i>	\$0	\$144,189	\$144,189	
<i>Overtime</i>	\$56,937	\$0	\$56,937	
<i>Professional and Contract Services</i>	\$278,603	\$112,152	\$390,755	
<i>Travel</i>	\$22,960	\$0	\$22,960	
<i>Equipment</i>	\$144,000	\$0	\$144,000	
<i>Supplies and Direct Operating Expenses (DOE)</i>	\$60,600	\$0	\$60,600	\$51,600
Total	\$942,680	\$280,961	\$1,223,641	\$51,600
Cash Match Percentage		29.80%		

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
Personnel						

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
Lt/Commander (Position #401)	Investigator/LEO	100	\$89,366	\$8,210	\$97,576	
Investigator (Position #404)	Investigator/LEO	100	\$82,115	\$4,500	\$86,615	
Investigator (Position #405)	Investigator/LEO	100	\$78,159	\$5,770	\$83,929	
Investigator (Position #402)	Investigator/LEO	100	\$78,159	\$4,540	\$82,699	
Analyst (Position #403)	Crime Analyst/LE Professional	80	\$51,781	\$1,600	\$53,381	
Total Personnel		480	\$379,580	\$24,620	\$404,200	
Fringe						
Lt/Commander (Position #401)	Investigator/LEO		\$0	\$33,225	\$33,225	
Investigator (Position #404)	Investigator/LEO		\$0	\$30,644	\$30,644	
Investigator (Position #405)	Investigator/LEO		\$0	\$29,952	\$29,952	
Investigator (Position #402)	Investigator/LEO		\$0	\$29,690	\$29,690	
Analyst (Position #403)	Crime Analyst/LE Professional		\$0	\$20,678	\$20,678	
Total Fringe			\$0	\$144,189	\$144,189	
Overtime						
Lt/Commander (Position #401)	Investigator/LEO		\$13,405	\$0	\$13,405	
Investigator (Position #404)	Investigator/LEO		\$12,317	\$0	\$12,317	
Investigator (Position #405)	Investigator/LEO		\$11,724	\$0	\$11,724	
Investigator (Position #402)	Investigator/LEO		\$11,724	\$0	\$11,724	
Analyst (Position #403)	Crime Analyst/LE Professional		\$7,767	\$0	\$7,767	
Total Overtime			\$56,937	\$0	\$56,937	
Professional and Contract Services						
Galveston PD - Sr Police Officer	Investigator/LEO - personnel	100	\$87,374	\$3,504	\$90,878	
Galveston PD - Sr Police Officer	Investigator/LEO - fringe	100	\$0	\$38,153	\$38,153	
Galveston PD - Sr Police Officer	Investigator/LEO - overtime	100	\$12,721	\$0	\$12,721	
La Marque PD - Detective	Investigator/LEO - personnel	100	\$71,822	\$7,602	\$79,424	
La Marque PD - Detective	Investigator/LEO - fringe	100	\$0	\$26,562	\$26,562	
La Marque PD - Detective	Investigator/LEO - overtime	100	\$10,773	\$0	\$10,773	
Brazoria County Sheriff's Office - Detective	Investigator/LEO - personnel	100	\$83,403	\$2,220	\$85,623	
Brazoria County Sheriff's Office - Detective	Investigator/LEO - fringe	100	\$0	\$34,111	\$34,111	
Brazoria County Sheriff's Office - Detective	Investigator/LEO - overtime	100	\$12,510	\$0	\$12,510	
Total Professional and Contract Services		900	\$278,603	\$112,152	\$390,755	
Travel						
MVCPA Meetings & Workshop	Administrative In-state		\$1,640	\$0	\$1,640	
Advanced/Specialized Auto Theft Training	Training In-State		\$4,920	\$0	\$4,920	
TAVTI	Training In-State		\$6,560	\$0	\$6,560	
MVCPA Conference	Training In-State		\$6,560	\$0	\$6,560	
Other Investigative Training	Training In-State		\$820	\$0	\$820	
Other Investigative Training	Training Out-of-State		\$820	\$0	\$820	
Investigations	Law enforcement In-State		\$820	\$0	\$820	
Investigation	Law enforcement Out-of-State		\$820	\$0	\$820	
Total Travel			\$22,960	\$0	\$22,960	
Equipment						
Trucks (3)			\$135,000	\$0	\$135,000	
Computer			\$4,000	\$0	\$4,000	

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
Printers (for vehicles)			\$5,000	\$0	\$5,000	
Total Equipment			\$144,000	\$0	\$144,000	
Supplies and Direct Operating Expenses (DOE)						
Service Contracts (Hardware/Software)			\$17,500	\$0	\$17,500	
Fuel			\$0	\$0	\$0	\$19,200
Vehicle Maintenance			\$3,000	\$0	\$3,000	\$8,400
Wireless Communications			\$7,000	\$0	\$7,000	
Administrative Supplies			\$1,000	\$0	\$1,000	
Operating Supplies			\$6,000	\$0	\$6,000	
Training			\$3,600	\$0	\$3,600	
Make Ready			\$21,000	\$0	\$21,000	
Towing			\$1,500	\$0	\$1,500	
Utilities/Building Maintenance/Alarm			\$0	\$0	\$0	\$24,000
Total Supplies and Direct Operating Expenses (DOE)			\$60,600	\$0	\$60,600	\$51,600

Budget Narrative

A. Personnel

Personnel: Lt/Commander (Galveston County Sheriff's Office): Commander supervises daily operations of the Task Force including strategy development and case assignment/review. Maintains communication with the Project Director, investigators, and office personnel. The Unit Commander stays in contact with the County Auditor and Purchasing Agent to ensure compliance with the appropriate state and county regulations. Commander provides both tactical and strategic analytical support to all local, county, state, and federal agencies. Commander coordinates with the Analyst concerning appointments, travel, training, and monitoring grant and financial records. Attends and conducts peace officer training and public awareness programs as needed. 100% assigned to Auto Crimes Task Force. Investigators (Galveston County Sheriff's Office): Conduct investigations, both pro-active (self-initiated) and reactive; operates both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. Assist all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. 100% assigned to Auto Crimes Task Force. Analyst (Galveston County Sheriff's Office): Performs intelligence analysis including research, crime mapping, link analysis, VIN decoding, secondary identification methods, and any other vehicle-related requests for local, state, and federal investigators. 80% assigned to Auto Crimes Task Force. Personnel not listed in funding tables includes 1 part time reserve deputy assigned to the Auto Crimes Task Force. Their duties may include: conducting investigations, both pro-active (self-initiated) and reactive; operating both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. No grant funds requested for salaries; nor matches used in grant application; however, some costs may be incurred to provide training or equipment necessary to conduct ACTF business. Note: Salaries listed are based on current amounts (with respect to percentage of time spent on Auto Crimes Task Force grant activities) with a 5% buffer included to account for any potential COLAs or increases for the coming fiscal year. Cash match amounts reflected include Law Enforcement Career Path Program costs (for sworn personnel) as follows: Certification Pay (based on level of certification as follows: \$75 per month for intermediate certification; \$100 per month for advanced certification; and \$150 per month for master certification); and Longevity Pay: \$10.00 per each year of time in service per month. Also included is a one-time bonus of \$2,000 per employee typically given to County employees in the second pay period in November if approved for FY2024.

B. Fringe

Fringe: Cash Match Amounts reflected above include the following benefits for all county employees with respect to percentage of time spent on Auto Crimes Task Force grant activities and at their current rates: Pension -Texas County District and Retirement System (TCDRS) at 11.87%; Alternate Plan (County does not participate in Social Security) at 7.84675%; Medicare at 1.450%; Unemployment Insurance at 0.15993%; Health Insurance at \$795/month. Overtime costs were included in these fringe amounts.

C. Overtime

Overtime funds requested were calculated at time and half for 8 hours per employee per pay period. Overtime funds would be used to conduct special operations and activities and would be approved by the Commander on a case by case basis. These funds could offset some of the time off and man-power shortages frequently experienced due to comp time accrual overages.

D. Professional and Contract Services

Galveston Police Department (Sr Police Officer): Conduct investigations, both pro-active (self-initiated) and reactive; operates both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. Assist all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. 100% assigned to Auto Crimes Task Force. The Galveston Municipal Police Association and the City of Galveston are currently negotiating a new Collective Bargaining Agreement. GPD Salary total calculated at current base with a potential 2% COLA although it is unknown at this time if there will be any changes; plus the following Cash Match for incentive pay: Certification Pay (based on TCOLE certification - Intermediate: \$100/month; Advanced: \$167/month; and Masters: \$208/month); Longevity Pay (\$50 /month); and Education Pay (based on degree held from nationally accredited college or university - Associates: \$75/month; Bachelors: \$200/month; Masters: \$250/month). GPD Benefits/Fringe Cash Match include: Pension (18%); Social Security (6.20%); Medicare (1.450%); Health Insurance (\$926/month); Dental Insurance (\$24/month); and Life Insurance (\$15/month). GPD overtime

Budget Narrative

requested for FY 2024 calculated at time and half for 8 hours per pay period and are included in Fringe Cash Match amounts. La Marque Police Department (Detective): Conduct investigations, both pro-active (self-initiated) and reactive; operates both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. Assist all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. 100% assigned to Auto Crimes Task Force. The La Marque Municipal Police Association and the City of La Marque are entering the final year of their Collective Bargaining Agreement in FY 2024. LMPD Salary total calculated at current rate for last employee assigned to the task force, (although a new employee will fill the post in FY 2024); plus the following Cash Match for incentive pay: Certification Pay: up to \$205/month; Longevity Pay: \$642 one-time annual payment received in November; an Equipment Allowance: \$85/month; Detective Pay: \$200/month; and a phone stipend of \$90/month. LMPD Benefits/Fringe Cash Match include: Pension (14.29%); Social Security (6.20%); Medicare (1.450%); and Health Insurance (\$554.36/month). LMPD overtime requested for FY 2024 calculated at time and half for 8 hours per pay period and are included in Fringe Cash Match amounts. For FY 2024 we are asking for one additional investigator position. This detective would be assigned from the Brazoria County Sheriff's Office as we have seen a tremendous increase in requests for assistance in Brazoria County. Brazoria County Sheriff's Officer (Detective): Conduct investigations, both pro-active (self-initiated) and reactive; operates both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. Assist all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. 100% assigned to Auto Crimes Task Force. Brazoria County Sheriff's Office Salary calculated at current amounts with the potential for a 5% COLA although it is unknown at this time whether there will be any changes; plus the following Cash Match for incentive pay: Certification Pay (\$150/month); and Longevity Pay (\$35/month). BCSO Benefits/Fringe Cash Match include: Medicare (1.45%); Unemployment Insurance (.15%); Medical/Dental HRA (\$1,000/month); Health Clinic (\$40/month); Pension -Texas County District and Retirement System (TCDRS) at 13.10%; Alternate Plan (County does not participate in Social Security) at 2.9002%; 401(h) Retiree Annuity (1.5%); Life Insurance (1.30%); Long Term Disability (.65%); Retired Lives Reserve (1.27%); Waiver of Premium Disability (.10%); and Workers Comp (.10%). BCSO overtime requested for FY 2024 calculated at time and half for 8 hours per pay period and are included in Fringe Cash Match amounts.

E. Travel

The current per diem rate for the county is \$45 per day and the mileage rate is in conjunction with the IRS standard mileage rate. Each investigator assigned by contract will follow the travel policies of their home agencies respectively and will invoice ACTF for reimbursement of travel costs incurred. It is unknown if the per diem rate for the county will change (\$45 per day rate has not changed in at least 18 years). An average general per diem of \$55 per day used in below calculations. Administrative (In-State): ACTF anticipates travel to MVCPA Board Meetings and/or grant workshop quarterly for Commander and Analyst. Estimated total \$1,640: (calculated as an overnight stay 4 times per year: \$150/night x 2 people - \$1,200 hotel; plus per diem: \$55/day x 2 people x 4 times = \$440). Training: Travel expenses following are listed schools and others as yet to be announced to expand the level of training and knowledge of personnel assigned to Auto Crimes Task Force. Advanced/Specialized Auto Theft (In-State) \$4,920: (locations not determined yet for FY 2024 but calculated for 3 employees to attend each: \$150/night x 3 people x 4 nights x 2 classes = \$3,600; plus per diem: \$55/day x 3 people x 4 nights x 2 classes = \$1,320). TAVTI -Texas Association of Auto Theft Investigators (In-State) \$6,560: (Dallas, FY 2024 estimated funds include: 8 hotel rooms at \$150/night for 4 nights - \$4,800; per diem: \$55/day x 4 days x 8 people = \$1,760). MVCPA Conference (In-State) \$6,560 (location not yet determined for FY 2024 but calculated for 8 hotel rooms at \$150/night for 4 nights - \$4,800; per diem: \$55/day x 4 days x 8 people = \$1,760). Investigative Training (In-State) \$820: (could include New Detective and Criminal Investigator Training; Interview and Interrogation Training, etc. and will be scheduled locally where available. Calculated at 2 hotel rooms for \$150 twice per year; per diem \$55/day x 2 people x 2 classes = \$220 in case non-local travel necessary for investigative training opportunities). Investigative Training (Out-of-State) \$820: (not determined at this time but calculated at 2 hotel rooms for \$150 twice per year; per diem \$55/day x 2 people x 2 classes = \$220 in case non-local travel necessary out-of-state such as NICB or other training opportunities). Investigative (In-State) \$820: (not determined at this time but calculated at 2 hotel rooms for \$150 twice per year; per diem \$55/day x 2 people x 2 times = \$220 in case of in-state travel needed to conduct investigation or follow up on leads (non-training funds). Investigative (Out-of-State) \$820: (not determined at this time but calculated at 2 hotel rooms for \$150 twice per year; per diem \$55/day x 2 people x 2 times = \$220 in case of out-of-state travel needed to conduct investigation or follow up on leads (non-training funds) in Louisiana or in another state.

F. Equipment

Trucks (3): requesting to replace 2 existing agents' vehicles and purchase one new vehicle due to the newly added position. Two trucks to be replaced are older, high mileage trucks. Estimated cost of \$45,000 per truck for 4x4 pickups to be able to tow and access difficult terrains, including beaches. Computer (1): if our new detective position is approved, we will need to purchase a computer. Estimated cost of \$4,000 Printers for trucks (8): Printers for trucks would allow for investigators to be able to issue 68A forms from the field. Estimated cost of \$625 for each of the investigators, commander and the LPR truck totals \$5,000

G. Supplies and Direct Operating Expenses (DOE)

Service Contracts: \$17,500 for Software Licensing and Maintenance costs - \$11,500 to renew annual contract with Vigilant Solutions for Law Enforcement Archival and Reporting Network (LEARN) and National Vehicle Location System (NVLS) access to LPR data (including private data) and Facial Recognition System; Software Licensing and Maintenance costs of \$3,000 to CovertTrack to renew annual contract to access mapping for tracking devices; Hardware Maintenance Contract annual renewal with Vigilant Solutions for \$3,000 to provide upgrades to the existing License Plate Reader camera system. Fuel: The county and cities provide fuel for ACTF vehicles including investigator vehicles and LPR. All amounts shown as in-kind match are based on estimate of \$200/month. Quarterly expenditure reports will document actual match by each entity. Vehicle Maintenance: \$3,000 to cover any cost for maintenance or repair to bait vehicles (bait car, cargo trailer, all-terrain vehicles and personal water craft); License Plate Reader vehicle; ACTF Polaris UTV; and ACTF crime prevention trailer; and \$8,400 In-Kind from the County and Cities to repair and maintain agent's vehicles (7 total) estimated at \$1,200/agent. Wireless Communications: \$7,000 including cell phones used by ACTF staff \$360/month totaling \$4,320; cellular data telemetry link in bait car \$50/month totaling \$600, and \$160 to purchase new phone for new detective. Also includes costs of Insight app to be added to each phone to allow ability to TCIC/NCIC data from cell phones in the field at \$20/phone per month totaling \$1,920. Administrative Supplies: \$1000 for Routine office supplies, paper, batteries for electronics, audio/videotapes, and blank CDs/DVDs, etc. These items assist personnel to perform efficiently and professionally. Operating Supplies

Budget Narrative

\$6,000: Estimated \$3,000 for Departmental Supplies such as cleaners and degreasers for use in identifying vehicles/parts, small hand tools, VIN etching supplies; finger print supplies; and other items used by Auto Crimes Task Force Agents in the course of their assigned duties; and \$3,000 for Crime Prevention Supplies to allow the purchase and replenishment of popular give-away promotional items. Training: \$3,600 to allow for training opportunities to attend Texas Association of Vehicle Theft Investigators (TAVTI) conference at \$200/person for 8 people; one person to attend a local arson investigation training at \$500; and \$1,500 to allow for any other investigative training opportunities that may arise. Make Ready: \$21,000 - estimated at \$7,000 each for installing 3 new agent vehicles with lights, sirens, antennas, tint, tool boxes, etc. and de-installation costs of current equipment from the 2 existing vehicles to be traded. Towing \$1,500 Auto Crimes Task Force utilizes our car hauler for most recoveries, however, some circumstances necessitate the use of a contract wrecker service. It is estimated that these instances should not exceed \$1,500 in towing fees. Utilities/Building Maintenance/Alarm: In-kind match shown for County provided utility services (electrical, water, sewer, garbage disposal, etc.) and maintains/repairs the building for the Auto Crimes Task Force. 24-hour monitoring and call-out service for our office building (alarm systems) are also provided by Galveston County. Cost of utilities estimated at \$2000/month, however quarterly expenditure reports will document actual utility bill amounts.

Revenue

Indicate Source of Cash and In-Kind Matches for the proposed program. Click on links to go to match detail pages for entry of data.

Source of Cash Match

Galveston County	Grantee	\$168,809
City of Galveston	Subgrantee	\$41,657
City of La Marque	Subgrantee	\$34,164
Brazoria County	Subgrantee	\$36,331
Total Cash Match		\$280,961

Source of In-Kind Match

Galveston County	Grantee	\$40,800.00
City of Galveston	Subgrantee	\$3,600.00
City of La Marque	Subgrantee	\$3,600.00
Brazoria County	Subgrantee	\$3,600.00
Total In-Kind Match		\$51,600.00

Statistics to Support Grant Problem Statement

Reported Cases	2021			2022		
	Motor Vehicle Theft (MVT)	Burglary from Motor Vehicle (BMV)	Fraud-Related Motor Vehicle Crime (FRMVC)	Motor Vehicle Theft (MVT)	Burglary from Motor Vehicle (BMV)	Fraud-Related Motor Vehicle Crime (FRMVC)
Galveston County	766	1,628	15	731	1,687	8
Brazoria County	485	1,186	9	581	1,452	6

Application Narrative**Grant Introduction (Executive Summary) and General Information**

- 1.1 Briefly describe the organization and program operation. Provide a high level summary to the application and how it will affect the local community. (500 words or less)

Galveston County is the grantee and is governed by county commissioners' court. The court appointed Galveston County Sheriff to oversee this project. Galveston County Auto Crimes Task Force command structure has a Director (appointed by Sheriff), Commander, Assistant Commander, Analyst and four Investigators. The task force follows the command structure of the Sheriff's Office.

Galveston County Auto Crimes Task Force is a multi-agency/multi-county and multi-jurisdictional task force with extensive training in auto theft and vehicle financial fraud. The task force coordinates responses both pro-actively and re-actively to multifaceted motor vehicle crimes throughout the region. Motor vehicle crimes are often tied to organized crime and patterns of crime that require the task force to proactively communicate across jurisdictional boundaries. Economic enterprises and individuals sustaining illegal behavior, including theft by fraud, are causing harmful losses to Texas communities.

Galveston County Auto Crimes Task Force proposes to reduce auto crimes throughout Galveston and Brazoria counties and the surrounding areas by collaborating with law enforcement agencies within Galveston/Brazoria counties and the surrounding counties by conducting covert operations, surveillance, vehicle identification, agency assistance, and intelligence sharing.

Crime mapping and analytical research is an integral part of fighting the varied array of criminal enterprises across multiple jurisdictions. We develop strategies and utilize crime statistics to assign personnel to operations to pro-actively combat thefts and burglaries of motor vehicles/parts. We utilize available resources (license plate reader, bait vehicles, and covert/undercover equipment) to target and reduce the rate of burglaries of motor vehicles/parts and thefts of motor vehicles. Investigators also work re-

actively, investigating assigned follow up cases from participating agencies to help identify prolific offenders and potential suspects and/or actors. We further conduct vehicle inspections for port operations and DMV 68-A forms.

Galveston County Auto Crimes Task Force will conduct vehicle theft/burglary of a vehicle/Catalytic converter public education/awareness events that will influence the community to safeguard their vehicles and personal property through the use of practical prevention methods.

Galveston County Auto Crimes Task Force provides an Analyst who assists officers from any requesting Local, County, State, or Federal Agency.

Task Force funding is crucial to combat, burglary of motor vehicles/parts, theft of motor vehicles, boat theft, boat trailer theft, and heavy equipment crimes within the coverage areas and the Port of Galveston and Port of Freeport in Brazoria county.

- 1.2 Describe the taskforce governing, organization and command structures. Include a description of the nature of support and agreements that will be in place if the grant is awarded. Provide any details unique to the taskforce organization or geographical target area. Describe whether any part of this grant will be directed to serve a specific target population (or subset of the community)?

Galveston County Auto Crimes Task force is governed by Galveston County Commissioners' Court which has assigned Galveston County Sheriff as being responsible for task force operations. Galveston County Sheriff has designated a Galveston County CID Captain as Director of the task force. The Director assigned a Galveston County Sheriff's Office CID Lieutenant as the Commander of the task force.

Galveston County Auto Crimes Task Force is a multi-agency/multi-county task force which has interlocal agreements with participating agencies. These agencies agreed to set conditions in the agreement to participate.

Galveston County Auto Crimes Task Force covers all of Galveston County law enforcement agencies including State, and Federal agencies. We further cover southern Harris County agencies, Brazoria County agencies and Matagorda County by request. We also include the Port of Galveston (Galveston County) and Port of Freeport in Brazoria County.

Galveston County Auto Crimes Task Force provides an Analyst who is 80% funded by MVCPA. The remaining 20% funding is carried by the Sheriff's Office to allow analytical assistance to other divisions in the Galveston County Sheriff's Office outside the realm of auto theft/burglaries to automobiles. It should be noted that while not fully dedicated to GCACTF or MVCPA, due to funding shortages statewide, this analyst is also providing assistance to other MVCPA funded task forces as well as to any requesting Local, County, State or Federal Agency. Some of the operational costs listed in this grant application are used to provide this statewide assistance as well.

Galveston County Auto Crimes Task Force only targets criminal populations and/or hotspots and areas as identified through crime mapping and analysis, or upon request by law enforcement agencies within our coverage area.

Grant Problem Statement

- 2.1 Provide an assessment of the burglary from a motor vehicle (including theft of parts) problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

Galveston County Auto Crimes Task Force provides full service to Galveston County (population 362,556 per reports for 2022) Brazoria County (population 388,181 per reports for 2022). (Note: Summer population triples in Galveston and Brazoria Counties). Additionally, Southern Harris and Matagorda counties are served on a request basis. Brazoria County Sheriff's Office is requesting to join Galveston County Auto Crimes Task Force and have been included on the FY24 application to make Galveston County Auto Crimes Task Force multi-Agency and multi-County for the region.

Two areas in the counties have seen dramatic increases in burglaries of motor vehicles, jugging, which we intend to address. The north end of Galveston County and eastern Brazoria County is ever-growing in population and retail businesses creating a target rich environment; and the tourist industry in the southern part of Galveston County and Brazoria County has seen record increases since the growth of the economy. Both areas have increased incidents of violence associated with motor vehicle crimes due to inflation.

Galveston County and Brazoria County suffered losses of 7.5 million dollars in 2022 due to motor vehicle burglaries and catalytic converter thefts. Victims also suffer an array of losses well beyond economic, such as lost time, lost business, and lost wages and overall diminishment of community well-being. In CY 2022, there were (Galveston County) 1,687 (Brazoria County 1452) burglaries of motor vehicles/catalytic converters/thefts of other parts with a total value loss of \$7,583.824 and an average loss \$2,416.00 (FBI) per incident.

Since 2022 (3,139) compared to 2021 (2,814) there has been a 10.91% increase in vehicle burglaries/theft of parts and catalytic converter thefts in Galveston and Brazoria Counties, but Northern parts of the counties have drastically increased. These increases are attributed to lack of public awareness. Joining forces and collaborating with other state and local law enforcement agencies can help significantly. Providing local law enforcement training may assist in the decline of vehicle part thefts and burglaries. Galveston and Brazoria Counties have experienced incidences of violence associated with motor vehicle crimes. Much of this is due to increased gang activity throughout the region. There are multiple trends occurring which involve motor vehicle burglaries/parts (Catalytic converters), including victim assisted crime; organized crime; gang crime, firearms being stolen; drug related; assorted frauds and vehicle thefts from dealerships.

- 2.2 Provide an assessment of the motor vehicle theft problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

Since 1993 GCACTF has provided full service targeting vehicle thefts in Galveston County (population 362,556 per reports 2022). Brazoria County (population 388,181 per reports 2022) Additionally, Brazoria, Southern Harris and Matagorda counties are served on a request basis. Recently there has been an increase in requests from Brazoria County agencies which has them requesting to join Galveston County Auto Crimes Task Force.

Galveston, Southern Harris, Brazoria, and Matagorda Counties have reported increases in motor vehicle thefts. There are multiple trends occurring which involve motor vehicle thefts including victim assisted crime; organized crime; drug related; trafficking in humans and narcotics; theft of rental cars through fraud; gang motor vehicle thefts, chop shops; internet scams; and dealership burglaries and theft of vehicles. In CY 2022 there were 731 Galveston County vehicle thefts totaling \$6,495,666.00 and Brazoria County motor vehicle thefts 581 totaling \$5,162,766.00, with an average loss of \$8,886.00 (FBI) bringing the total loss due to motor vehicle theft, burglary of motor vehicles, and Catalytic converters in Galveston and Brazoria Counties to \$11,658,432.00.

The City of Galveston and southern Brazoria County typically experience a significant increase in motor vehicle thefts in the summer months (Summer population increases in both counties). This can almost surely be attributed to the increase in visitors due to the beaches and tourism industry combined with schools being on summer break. The international seaport in Galveston/Freeport has increased vehicle import/export traffic involving human trafficking, narcotics, and U.S. Currency. We have seen a increase in stolen heavy equipment being hauled to the southern border to be taken out of the United States of America.

Galveston and Brazoria Counties reported approximately 1,312 incidents of motor vehicle thefts. in 2022. While 2021 MVT (1,251) compared to 2022 (1,312) a 4.76% increase for 2022, current trends so far for CY 2022 are showing spikes in thefts in Galveston and Brazoria counties.

The auto theft issue defies all boundaries: jurisdictional, political, geographical or administrative. Because of the changing trends and complexity of the issue, the auto theft fight requires the cooperation, collaboration, and involvement of many stakeholders including the State of Texas. As the vehicle theft landscape continues to evolve, so must the search for innovative solutions to combat the activities of determined vehicle thieves.

- 2.3 Provide an assessment of the fraud-related motor vehicle crime problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

Galveston County Auto Crimes Task Force has always worked assorted frauds involving vehicles. Certain types of fraud are increasing like title fraud from vehicles being stolen from dealerships which are then vin switched to sell with a bogus title. The vehicle is listed on various social media sites and a sale is made for thousands of dollars. The targeted victims are usually immigrants due to them dealing in cash. We have seen financial fraud from wrecker services selling vehicles, Insurance fraud, Odometer fraud, and Identity fraud and synthetic identity sales.

- 2.4 Provide an assessment of motor vehicle crime not covered above like insurance fraud, preventing stolen vehicles from entering Mexico, bridge/port stolen vehicle export crime, disruption of cartels and organized criminal enterprises related to motor vehicle crime, etc...

Galveston County Auto Crimes Task Force has worked operations involving various gang organizations conducting thefts at numerous motor vehicle dealerships throughout Galveston and surrounding counties. The actors will go look at a vehicle and either copy keys or switch out key fobs to later return and steal the vehicle. Once they steal the vehicle they will list it on social media for sale and sell it before the dealership even knows it is stolen. They may also use it to go across the southern border for human smuggling or narcotic transport, commit other crimes, strip it for parts, or conduct a vin switch on it to resell. We have conducted inspections and recovered vin switches at the international ports on vehicles and heavy equipment. These vin switches are also related to insurance fraud cases involving vehicles.

Grant Goals and Activities

There are two parts to this section: 1) Functions of Proposed Program and 2) Goals Strategies and Activities (GSA). In the following boxes, describe the functions of the proposed program and then complete a fillable form called GSA.

MVCPA programs must completely describe the actions, methods and tactics that law enforcement and civilian staff will perform for each of the categories below. Describe the reliance on technology or other program elements to solve the problem statement above and goals below. Functions must be detailed and consistent with the requested budget. If a grant is awarded, funds expended towards activities not described in this section will result in the reimbursement being denied.

Part 1

- 3.1 Functions of the proposed program related to burglary from a motor vehicle (including theft of parts)

Through increased communication and collaboration with law enforcement agencies and interaction directly with citizens and civic groups, along with increased visibility through the LPR and crime prevention displays, we shall see a renewed reduction in the numbers of motor burglaries. Increased TCOLE training for officers should increase awareness of burglary interdiction to have a positive impact.

Approaches

Functions Of Proposed Project

Operations and services are provided to all law enforcement agencies and citizens of Galveston County, and to areas outside of Galveston County on a request basis.

Since 2007, GCACTF has continually thought outside the box to enact new and innovative programs to combat motor vehicle burglary/parts. Investigators are specially trained in vehicle identification and investigations, cell phone examinations and standard and electronic surveillance measures, in addition to traditional burglary investigation methods. Our experience originated before the first task force was ever formed. The ABTPA concept originated in Galveston County and we were one of the first projects in 1993. GCACTF was the first to have a stripped vehicle display, crime prevention trailer, and has hosted five grantee conferences. We have also hosted four International Law Enforcement Conferences with a focus on vehicle and marine theft. GCACTF was one of the first programs to initiate bait vehicle operations. We also operate a highly successful LPR program. GCACTF strives to be at the forefront of technical advances in vehicle theft interdiction and have incorporated crime analysis and crime mapping to streamline operations and resources effectively.

Actions

Galveston County Auto Crimes uses various combinations of the following eight methods to combat burglary of motor vehicles and parts:

- 1) **Investigation:** Officers funded under MVCPA generally operate in specialized units that require both proactive and reactive experience in motor vehicle burglary/parts investigative skills. The officers examine reports, review intelligence, develop leads and witnesses, identify offenders, identify and track criminal organizations, and develop sources of information from victims, informants and community members.
- 2) **Analysis:** Galveston County Auto Crimes Task Force employs an Analyst who provides analytical support to investigators and assists officers from any requesting Local, County, State, and Federal Agencies. She utilizes available resources to provide crime mapping, analytical research, strategies and statistics to identify trends and areas with high rates of burglaries of motor vehicles/parts and assists investigators with research to identify prolific offenders and potential suspects and/or actors involved with burglaries of motor vehicles.
- 3) **Identification:** Motor vehicle burglary and theft investigators receive specialized training to identify vehicles and parts of vehicles. Certain title transactions require these specially trained officers to certify the proper vehicle identification number prior to completion. This skill is critical to not only establishing the elements of motor vehicle crime for prosecution purposes but also in recovering vehicles/parts and clearing cases. The specialized skill in vehicle identification is often used to assist other departments and agencies in critical moments. The specialized training and skill set promoted by MVCPA allows task force officers the means to identify most manufactured vehicles and trailers and their parts.
- 4) **Collaboration:** GCACTF collaborates across local, state and federal departments and jurisdictions to identify criminal enterprises. Additionally, task forces are seeing motor vehicle burglary/parts with highly organized criminal networks using illegal methods to convert the vehicles into economic value through title fraud, insurance fraud, or exportation. The MVCPA funded task force works across all levels of government and across all boundaries to be effective in reducing motor vehicle burglary/parts.
- 5) **Motor Vehicle Business Support:** Task force conducts inspections of salvage yards, recycling centers, rebuilders and other motor vehicle related businesses. When vehicle parts are identified the task force works with local businesses to identify and interrupt the criminal network that brought the stolen items into the system. The task force also works to shut down illegal operations that render stolen motor vehicle parts, which are often referred to as "chop shops". These illegal operations undermine legitimate businesses throughout the state.
- 6) **Port Coordination:** GCACTF coordinate efforts along the port of Galveston to interdict criminal networks moving stolen vehicles and parts to and from the country. The port (HAMOC) monthly team meetings discussions coordinated by Homeland Security, have increased the communication between jurisdictions where vehicles are stolen and/or parted out for international transport through ports. Not all stolen vehicles are taken to Mexico. The coordination promoted by GCACTF/Homeland Security has helped agencies think more regionally to solve motor vehicle theft/parts.
- 7) **Technology:** Task force Investigators have developed sophisticated techniques to identify and arrest offenders who burglarize and steal motor vehicles/parts. The task force uses bait cars and trailers, license plate readers, surveillance equipment, and tracking equipment when authorized by courts. This technology and the expertise needed to successfully utilize it is critical to GCACTF task force to decrease incidents of thefts/burglaries and meet the statutory measures to increase recoveries of stolen vehicles/parts; increase clearance of cases; and increase arrests.
- 8) **Identify Prolific Offenders:** The task force works diligently to identify prolific offenders. Many motor vehicle burglary/parts and theft cases are committed by the same individuals or groups. GCACTF works with Texas Department of Criminal Justice-Office of Inspector General and other law enforcement agencies and utilizes a law enforcement confidential system, FUGINET (a database of inmate and parolee information) to conduct roundups of parolees convicted of motor vehicle burglary/parts and theft. FUGINET provides special coordinated access to incarcerated persons, and intelligence gathering specially crafted for motor vehicle burglary/parts and theft.
- 9) **Communication and collaboration:** GCACTF spends a great deal of effort in communicating with each other, other law enforcement agencies, vehicle manufacturers, and our communities. We work with command structures and regional DPS Crime Information Centers on receiving and providing intelligence. The task force issues BOLOs (be-on-the-lookouts) through the TCIC/NCIC centers and direct communications. The task force uses all communication means necessary, including social media platforms, to clear cases, arrest offenders and recover vehicles and property.

The following services are provided to participating agencies within Galveston County, as well as to the agencies in our coverage area when requested:

Conduct investigations regarding auto burglaries, including stripped vehicles/parts, salvage switch parts, insurance fraud, and assorted fraud cases.

Provide direct and indirect investigative assistance to all law enforcement agencies regarding burglaries of vehicles/parts.

Provide assistance regarding patterns of criminal activity relating to burglaries of motor vehicle/parts.

Provide investigative assistance in any criminal activity committed in conjunction with burglaries of motor vehicles/parts to include gang activity, narcotics trafficking, etc.

Provide assistance to citizens and law enforcement agencies concerning complaints regarding burglaries of motor vehicles (this may include implementing operations, conducting surveillance and/or using bait to combat the activity)

Conduct inspections of vehicle related businesses (recycling facilities, storage facilities, tow yards, salvage dealers, etc.) to ensure compliance with appropriate state and federal statutory and regulatory laws/rules. Additionally, ACTF will provide assistance in the investigation of citizen complaints involving Vehicle Storage Facilities in coverage area.

Assist requesting law enforcement agencies in coverage area regarding the execution of search warrants, arrest warrants, motions to revoke probation, and parole revocations regarding burglaries of motor vehicles.

Provide analytical assistance to all requesting law enforcement agencies pertaining to burglaries of motor vehicles.

Provide instructors and/or speakers to area civic organizations, school districts, Citizen Police Academies, In-service training, and Basic Police Academies, and law enforcement agencies in the areas of crime prevention and probable cause development regarding burglaries of motor vehicles.

Provide electronic and technical equipment and assistance to requesting law enforcement agencies relating to burglaries of motor vehicles.

Assist in processing of recovered stolen evidence/parts related to burglaries of motor vehicles and/or provide assistance/training to requesting agencies regarding the processing of recovered evidence/parts.

Provide On-Call Agent 24 hours a day/7 days a week to assist law enforcement agencies in coverage area regarding burglaries of motor vehicles.

3.2 Functions of the proposed program related to motor vehicle theft.

Changing trends in our area dictate that we must place a higher priority on crime prevention education and training initiatives, combined with crime analysis and mapping to reinforce operations targeting vehicles left with keys in them. Partnerships and presentations to apartments and neighborhood watch associations; homeowners associations; local businesses; and citizens police and sheriff's academy associations are made to educate and assist in crime prevention. Galveston County Auto Crimes Task Force will increase communication and training of crime prevention to law enforcement personnel. We will continue the increased visibility through static display of stripped vehicle displays.

Approaches

Functions Of Proposed Project

Since 1993 the GCACTF has continually thought outside the box to enact new and innovative programs to combat motor vehicle theft. Currently ACTF agents are specially trained in vehicle inspections/investigations, cell phone examinations and standard and electronic surveillance measures, in addition to traditional auto theft investigative methods. Operations and services are provided to all law enforcement agencies and the citizens of Galveston County as well as the counties serviced on a request basis. Our experience originated before the first task force was ever formed. The ABTPA concept originated in Galveston County and we were one of the first projects in 1993. GCACTF was the first to have a stripped vehicle display, crime prevention trailer, and has hosted four grantee conferences. We have also hosted four International Law Enforcement Conferences with a focus on vehicle and marine theft. GCACTF was one of the first programs to initiate bait vehicle operations. We also operate a highly successful LPR program. GCACTF strives to be at the forefront of technical advances in vehicle theft interdiction and has incorporated Crime analysis and crime mapping to streamline operations and resources effectively. Members of our task force remain vigilant in the fight against motor vehicle theft.

Actions

The task force uses various combinations of the following eight methods to combat motor vehicle theft:

1) Investigation: Officers funded under MVCPA generally operate in specialized units that require both proactive and reactive experience in motor vehicle theft investigative skills. The officers examine reports, review intelligence, develop leads and witnesses, identify offenders, identify and track criminal organizations, and develop sources of information from victims, informants and community members.

2) Analysis: Galveston County Auto Crimes Task Force employs an Analyst who provides analytical support to investigators and assists officers from any requesting Local, County, State, and Federal Agencies. She utilizes available resources to provide crime mapping, analytical research, strategies and statistics to identify trends and areas with high rates of vehicle thefts and assists

investigators with research to identify prolific offenders and potential suspects and/or actors involved with motor vehicle thefts and associated gateway crimes. She regularly assists other MVCPA task forces and DPS auto theft investigators with secondary VIN locations, VIN decoding, rebuilding VINs and cross-referencing vehicles and components for positive identification of altered, burned, stolen and partially identified vehicles for investigations and 68A inspections.

3) Identification: Motor vehicle burglary and theft investigators receive specialized training to identify vehicles. Certain title transactions require these specially trained officers to certify the proper vehicle identification number prior to completion. This skill is critical to not only establishing the elements of motor vehicle crime for prosecution purposes but also in recovering vehicles and clearing cases. The specialized skill in vehicle identification is often used to assist other departments and agencies in critical moments. The specialized training and skill set promoted by MVCPA allows task force officers the means to identify most manufactured vehicles and trailers as well as ATVs, boats, and heavy equipment.

4) Collaboration: GCACTF collaborates across local, state and federal departments and jurisdictions to identify criminal enterprises. Additionally, task forces are seeing motor vehicle theft cases with highly organized criminal networks using illegal methods to convert the vehicles into economic value through title fraud, insurance fraud, or exportation. The MVCPA funded task force works across all levels of government and across all boundaries to be effective in reducing motor vehicle theft.

5) Motor Vehicle Business Support: Task force conducts inspections of salvage yards, recycling centers, rebuilders and other motor vehicle related businesses. When stolen vehicles are identified the task force works with local businesses to identify and interrupt the criminal network that brought the stolen items into the system. The task force also works to shut down illegal operations that render stolen motor vehicles and parts, which are often referred to as "chop shops". These illegal operations undermine legitimate businesses throughout the state.

6) Port Coordination: GCACTF coordinate efforts along the port of Galveston to interdict criminal networks moving stolen vehicles to and from the country. The port (HAMOC) monthly team meetings discussions coordinated by Homeland Security, have increased the communication between jurisdictions where vehicles are stolen. Not all stolen vehicles are taken to Mexico. The coordination promoted by GCACTF/Homeland Security has helped agencies think more regionally to solve motor vehicle theft.

7) Technology: Task force Investigators have developed sophisticated techniques to identify and arrest offenders who and steal motor vehicles. The task force uses bait cars and trailers, license plate readers, surveillance equipment, and tracking equipment when authorized by courts. This technology and the expertise needed to successfully utilize it is critical to GCACTF task force to decrease incidents of motor vehicle thefts and meet the statutory measures to increase recoveries of stolen vehicles; increase clearance of cases; and increase arrests.

8) Identify Prolific Offenders: The task force works diligently to identify prolific offenders. Many motor vehicle theft cases are committed by the same individuals or groups. GCACTF works with Texas Department of Criminal Justice-Office of Inspector General and other law enforcement agencies and utilizes a law enforcement confidential system, FUGINET (a database of inmate and parolee information) to conduct roundups of parolees convicted of motor vehicle theft. FUGINET provides special coordinated access to incarcerated persons, and intelligence gathering specially crafted for motor vehicle theft.

9) Communication: GCACTF spends a great deal of effort in communicating with each other, other law enforcement agencies, vehicle manufacturers, and our communities. We work with command structures and regional DPS Crime Information Centers on receiving and providing intelligence. The task force issues BOLOs (be-on-the-lookouts) through the TCIC/NCIC centers and direct communications. The task force uses all communication means necessary, including social media platforms, to clear cases, arrest offenders and recover vehicles and property.

The following services are provided to participating agencies within Galveston County, as well as to the agencies in our coverage area when requested:

Conduct investigations regarding commercial auto theft in coverage area to include stripping operations, salvage switch operations, and insurance fraud cases.

Provide direct and indirect investigative assistance to requesting law enforcement agencies regarding carjacking and vehicle arson incidents.

Provide assistance regarding patterns of criminal activity relating to vehicle crimes including unauthorized use of a motor vehicle, theft of motor vehicles including trailers, ATVs, 4 wheelers, boats/personal watercraft, and heavy equipment.

Provide investigative assistance in any criminal activity involving the use of stolen vehicles to include gang activity, narcotics trafficking, smuggling of persons and/or property, etc.

Assist citizens and law enforcement agencies concerning complaints regarding new and used car dealers in coverage area

Inspect vehicle related businesses (recycling facilities, storage facilities, tow yards, salvage dealers, etc.) to ensure compliance with appropriate state and federal statutory and regulatory laws/rules. Additionally, ACTF will provide assistance in investigation of citizen complaints involving vehicle related business

Inspect in-bound and out-bound vehicles and heavy equipment at Port of Galveston and Port of Freeport in cooperation with the US Customs Service. Inspections will include Cargo Containers and RORO ships being used to export vehicles through the Port of Galveston and Port of Freeport.

Assist law enforcement agencies in coverage area regarding execution of search warrants, arrest warrants, motions to revoke

probation, and parole revocations regarding vehicle crimes and other violations involving persons with a history of engaging in vehicle crimes.

Provide analytical assistance to all requesting law enforcement agencies pertaining to vehicle crimes, organized criminal activity, and crimes involving serious bodily injury/death or the potential for serious bodily injury/death to any person [i.e. sexual assaults, kidnapping, murder, and serial offenses]

Provide instructors and/or speakers to area civic organizations, school districts, and law enforcement agencies in the areas of crime prevention, probable cause development regarding vehicle crimes, citizen police academies, in-service training, and basic police academies.

Provide electronic and technical equipment and assistance to requesting law enforcement agencies relating to vehicle crimes.

Assist in processing of recovered stolen vehicles for evidence recovery where the recovering agency does not have sufficient personnel or additional circumstances exist limiting available personnel. ACTF will provide training to requesting agencies regarding the processing of recovered vehicles.

Provide on-call agent 24 hours a day / 7 days a week to assist requesting law enforcement agencies with investigating auto theft and/or surveillance of located vehicles, interviewing and processing of persons arrested in motor vehicle crimes, Lo-Jack tracking of stolen vehicle

3.3 Functions of the proposed program related to fraud-related motor vehicle crime (such as title and registration fraud)

Galveston County Auto Crimes Task Force will continue taking referrals of title fraud, registration fraud, Insurance fraud, Odometer fraud, Vin fraud including vin switches and vin cloning, and Identify fraud sales and synthetic identity sales cases. We will also work with TxDMV Investigators in reference to fraudulent cases which are referred to GCACTF.

Approaches

1) Galveston County Auto Crimes Task Force will contact the the surrounding tax offices and assist them in any fraud related crimes reported.

2) We will pursue title and registration fraud cases which come in on 68-A inspections which leaves unsuspecting victims due to dealing in cash sales.

3) Vin switches and vin cloning will be pursued which are located in 68-A inspections.

4) Identity fraud and synthetic fraud cases reported will be investigated.

5) Odometer fraud cases will be investigated which are referred by Tax offices.

Actions

All fraud cases will be investigated by Investigators which are referred or reported.

3.4 Functions of the proposed program related to preventing motor vehicle crime (motor vehicle theft, burglary from a motor vehicle and fraud-related motor vehicle crime)

Stunning Theft Trends Continue To Close In On Near Record Highs

Vehicle theft data, provided by the National Crime Information Center (NCIC) and analyzed by NICB, indicates over 745,000 vehicles have been stolen in the first three quarters of 2022, with over 250,000 having been reported to law enforcement since the end of June. This is a 24% increase compared to this same time period in 2019. If this trend continues, totals could exceed one million stolen vehicles nationally by the end of the year and surpass pre-pandemic highs by more than 100,000 stolen vehicles. (NICB, DES PLAINES, IL, November 2, 2022)

To reduce motor vehicle crime the task force will spend a great deal of time and effort conducting prevention and public awareness programs. We communicate with citizen and neighborhood groups and home owners associations, make appearances and presentations with our LPR, stripped vehicle display or crime prevention trailer at stock shows, county fairs, civic organizations, racing events, social media, and other public events; and provide public service announcements all in an effort to harden citizen targets against motor vehicle crimes through increased education and awareness. The task force provides brochures, give-aways and other printed material with MVCPA logos and Galveston County Auto Crimes Task Force identifiers for reference.

3.5 Functions of the proposed program for other motor vehicle crimes investigations and activities consistent with the statutory requirements (preventing stolen vehicles from entering Mexico, stopping illegal export of stolen vehicle from bridge/ outbound port operations, disruption of cartel or organized criminal enterprises using stolen motor vehicles or fraud related motor vehicle crime, insurance fraud, etc...)

The techniques utilized will be as follows:

Investigation:

Investigators will conduct investigations into proactive and reactive crimes by writing reports, examine reports, review and provide

intelligence briefings, develop leads and witnesses, identify offenders and networks, identify and track organize criminal organizations, inform prosecutors and other agencies, develop sources of information from victims, informants and community members. These methods will result in recovered motor vehicles, arrest of actors, and clearance of active cases.

Identify vehicles:

Specialized trained auto theft investigators will use contacts and databases through the National Insurance Crime Bureau to identify vehicles which have been altered and unidentifiable. This collaborative effort will help in title transactions, motor vehicle crime prosecution, and recovery of stolen vehicles where criminals have worked to remove, conceal or change the vehicles identity.

Communicate and collaborate across jurisdictions:

Galveston County Auto Crimes Task Force perform investigations across local, state, jurisdictions. Investigators collaborate with local, state, federal law enforcement agencies, vehicle manufactures, industry professionals, and TxDPS crime information centers. If crime patterns or suspects are identified the information is shared through intelligence briefings. Communication and Collaboration through the International Association of Auto Theft Investigators and Texas Association of vehicle theft Investigators, and Auto Burglary Theft prevention Authority has improved the effectiveness of the Task Forces to identify new trends by criminal enterprises.

Identify prolific offenders:

Prolific offenders are identified through analyzing data and offense reports, witness statements and intelligence briefings. Once identified it is found that prolific offenders commit a large proportion of thefts or burglaries of motor vehicles. Through collaboration with other agencies it can reduce thefts and burglaries of motor vehicles.

Technology:

Advancement in technology for bait vehicles, trailers, computer systems, and GPS trackers have giving the edge to law enforcement with this specialized surveillance equipment. These systems have increase the clearance rate of cases, recoveries of vehicles, and arrest of actors.

Port Enforcement:

Port inspections are crucial part of reducing auto theft from crossing international borders. Vehicles are transported to the international sea ports to be exported by Criminal organizations. These vehicles can be stolen containing U.S. Currency, weapons, and narcotics. Coordination and collaboration with Customs and U.S. Coast Guard have reduced the impact of such crimes by stopping the export of such items.

Public awareness and crime prevention

Educational and informational classes are put on throughout the year to educate the consumers on auto theft and motor vehicle burglary prevention.

- 3.6 Collaboration Effort -- Describe the taskforce method to collaborate, and not duplicate existing activities. Describe the cross boundaries regional approach to grant activity implementation. Describe how the applicant staff and jurisdiction will coordinate with other taskforces and law enforcement agencies to implement this program.

Galveston County Auto Crimes Task Force investigators are assigned liaison areas throughout Galveston County and into surrounding and adjacent territories. Each area has several cities in the assignment. We conduct daily briefings to evaluate the current trends of motor vehicle burglary/parts and motor vehicle theft cases.

We will collaborate with participants including detectives and crime analysts from virtually each agency in our coverage area, and further covering the entire southeast region of Texas. ACTF and other MVCPA task forces and auto theft units in our region utilize this media to communicate activities in adjacent coverage areas, share intelligence, overlapping investigations, 68-A's for all adjacent counties and any requests for assistance. This collaboration method is invaluable in the fight against motor vehicle burglary/parts and motor vehicle theft.

We further have periodic briefings with our in-house NICB Agent. They notify us of activities and trends they see/work in surrounding areas which may cross into our coverage areas. They coordinate meetings, conference calls, and other communications with all affected jurisdictions in order to keep us all notified and corroborating efforts. Additionally, we participate in monthly meetings with Homeland Security (HAMOC) in LaPorte, Texas in reference to port activities involving motor vehicle, heavy equipment, imports and exports.

We will continue to follow up with reporting agencies and recovery agencies when working investigations where vehicle theft/burglaries were reported and/or recovered by another agency. These collaborations are vital to successfully investigate and prosecute.

Our analyst receives requests and provides assistance to other auto theft task forces, investigators, patrol officers, commercial vehicle enforcement officers, US marshals, federal agents, DPS troopers and other local, state, and federal agencies on a daily basis. These Analyst contacts/collaborations are invaluable due to receiving emerging motor vehicle theft trends found though out the State of Texas an beyond.

To prevent overlapping of contiguous taskforces to Galveston county we coordinate and collaborate with the area of jurisdictions. This

is done by email, two way radio, phones and in person meetings. These activities are done on a daily, weekly, monthly basis as needed. We have collaboration meetings in reference to strategies for working complex cases which overlap in other jurisdictions so that overlapping does not occur.

- 3.7 If the proposed application requests any exceptions or deviation from any general grant rules, RFA conditions or grant administrative policy, please indicate in the section below. Indicate the section of the specific issue and citation that you are asking the MVCPA to consider and the rational for the request.

None

Part II

Goals, Strategies, and Activities

Select Goals, Strategies, and Activity Targets for the proposed program.

Click on the link above and select the method by which statutory measures will be collected. Law Enforcement programs must also estimate targets for the MVCPA predetermined activities. The MVCPA board has determined that grants programs must document specific activities that are appropriate under each of the three goals. Applicants are allowed to write a limited number of user defined activities.

ID	Activity	Measure	Target
Statutory Motor Vehicle Theft Measures Required for all Grantees.			
1.1.15	Increase the recovery rate of stolen motor vehicles	Report the number of vehicles recovered by taskforce	
1.1.16	Increase the clearance rate of MVTs	Report the number of MVT cases cleared	
1.1.17	Increase the number of persons arrested for motor vehicle theft	Report the number of persons arrested for motor vehicle theft by taskforce	
Statutory Burglary of a Motor Vehicle Measures Required for all Grantees			
2.1.12	Increase the clearance rate of motor vehicle burglaries	Report the number of BMV including parts cases cleared	
2.1.13	Increase the number of persons arrested for motor vehicle burglary	Report the number of persons arrested for burglary by taskforce	
Statutory Fraud-Related Motor Vehicle Crime Measures Required for all Grantees			
8.1.1	Increase the clearance rate of fraud-related motor vehicle crime cases.	Report the number of fraud-related motor vehicle cases cleared	
8.1.2	Increase the number of persons arrested for fraud-related motor vehicle crimes.	Report the number of persons arrested for fraud-related motor vehicle crimes	
Measures for Grantees. Add Target values for those that you will measure.			
1	Goal 1: Reduce the Incidence of Motor Vehicle Theft through Enforcement Strategies		
1.1	Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Motor Vehicle Theft		
1.1.1	Identify groups of auto theft offenders through intelligence gathering, crime analysis and the use of informants	Number of MVT groups identified. Include gangs, cartels or other criminal enterprise with two or more members	6
1.1.2	Identify and document/record prolific MVT offenders [Prolific is defined as "linked to MVT offenses three or more times"]	Number identified/documented offenders	13
1.1.5	Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other). (see 1.3.3 to report the number of vehicles inspected in these businesses)	Number of businesses inspected	0
1.1.6	Conduct bait vehicle operations that target MVT offenders	Number of bait vehicle deployments. Include BMV bait operations here.	20
1.1.8	Deploy license plate readers (LPR)	Number of times LPR deployed. Deploy: If stationary unit then total number of days or partial days unit was operable and on. Mobile unit number of days the unit was on and operable.	60
1.1.9	Respond to taskforce license plate reader (LPR) alert notifications	Number of times investigators responded to taskforce LPR alert notifications regardless of whether vehicle was located	100
1.1.12	Conduct covert operations targeting MVT offenders	Number of covert operations	12
1.1.13	Conduct warrant "round-up" operations targeting motor vehicle crime offenders, including people wanted for MVTs, motor	Number of warrant round-up operations performed for MVT, BMV and FRMVC.	2

ID	Activity	Measure	Target
	vehicle burglaries, theft of vehicle parts and motor vehicle fraud related crime.		
1.1.20	Number of Altered Vehicles Recovered	Report the total number of vehicles recovered with altered Vehicle Identification Number. Note: Please remember that a vehicle recovered must be reported in 1.1.15	10
1.2	Strategy 2: Conduct Collaborative Efforts that Result in Reduction of Incidents of Motor Vehicle Theft		
1.2.1	Provide Agency Assists for MVT and motor vehicle related fraud	Number of agency assists related to MVT. Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.	1000
1.2.2	Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) within the taskforce department(s) where a motor vehicle was used in the commission of the crime (includes identification of vehicles). Include all participating jurisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to MVT. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of motor vehicle theft investigations.	350
1.2.3	Collaborate with all other outside LE agencies and other organizations that assist in the reduction of MVTs. Include all coverage jurisdictions here.	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of MVT. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of MVT theft investigations.	500
1.2.5	Conduct intelligence information-sharing (Personal attendance)	Number of intelligence meetings attended (include attending as presenter, participant or attendee)	50
1.2.6	Conduct intelligence information-sharing (Written information)	Crime analysis bulletins disseminated (include information distributed to law enforcement agencies via text, e-mail, or intra-net communications)	15
1.2.7	Collaborate with other MVCPA taskforces	Number of times collaborated with other MVCPA taskforces that assist in the reduction in MVT, BMV and FRMVC.	35
1.3	Strategy 3: Prevent and Reduce the Incidence of Fraud-Related Motor Vehicle Activities		
1.3.1	Collaborate with agencies relating to investigation and enforcement of vehicle insurance fraud and FRMVC	Number of collaborations	100
1.3.2	Conduct confidential 68(A) inspections (for TxDMV assignment or reassignment of VIN required by Tx Trans. Code §501.032)	Number of vehicles inspected to complete a TxDMV 68A inspection form per TxDMV (VIN assignment, reassignment, bonded title)	150
1.3.3	Conduct VIN verification inspections. (All other reasons except bridge or port)	Number of vehicles inspected by taskforce to identify the vehicles not reported in confidential (68A) or bridge and port sections.	990
1.3.4	Coordinate with TxDMV/Tax Offices relating to investigation and enforcement of fraudulent titles and registration of stolen vehicles	Number of collaborations with TxDMV HQ, TxDMV Regional Service Centers or County Tax Assessor Collector offices.	50
2	Goal 2: Reduce the Incidence of Theft from Motor Vehicles through Enforcement Strategies		
2.1	Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories		
2.1.1	Conduct bait vehicle operations that target vehicle burglary offenders	Number of bait vehicle burglary deployments	20
2.1.2	Identify "prolific BMV offenders" through informants and intelligence [Prolific is defined as "linked to BMV and theft of vehicle parts and accessories offenses three or more times"]	Number of offenders identified	4
2.2	Strategy 2: Conduct Collaborative Efforts that Result in the Reduction of Incidents of Theft From a Motor Vehicle		
2.2.1	Provide Agency Assists BMV.	Number of agency assists related to BMV or stolen parts. Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally	150

ID	Activity	Measure	Target
		does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.	
2.2.2	Collaborate with other units or divisions within the taskforce department(s) (i.e. homicide, vice, narcotics, etc.) where theft of parts occurred in the commission of the crime (includes identification of vehicle). Include all participating jurisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to BMV or stolen parts. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of BMV theft investigations.	70
2.2.3	Collaborate with all other outside LE agencies and other organizations where theft of parts occurred in the commission of the crime (includes identification of vehicle). Include all coverage jurisdictions here.	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of BMV or stolen parts. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of motor vehicle theft investigations.	120
3	Goal 3: Educate/Train Citizens and Qualified Personnel in Detection and Prevention of Motor Vehicle Theft, Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories		
3.1	Strategy 1: Conduct Public Awareness Related Activities Used to Educate Citizens		
3.1.1	Conduct educational outreach events (include trade show, exhibits, booths at community events, vehicle displays, brochures, etc.)	Number of outreaches	12
3.1.2	Conduct educational presentations to the public	Number of presentations. Presentation means in person, on-line, original written document, article, or webpage.	10
3.1.4	Conduct vehicle identification initiative/event	Number of etching events. Include windows, component parts, VIN stamps and catalytic converters.	10
3.1.4.1	Conduct vehicle identification initiative/event	Number of Participants/Attendees (Vehicles Marked)	6
3.1.5	Purchase advertisements in local outlets	Number of advertisements purchased or provided complimentary for taskforce. Include all types of media purchased or provided free (social, tv, utility inserts, billboards, transportation, etc.). Describe in 6.1.1.	0
3.1.6	Conduct vehicle report card initiatives.	Number report cards issued	0
3.1.7	Utilize social media outlets (Facebook, Twitter, Instagram, etc.)	Number of postings in social media outlets	6
3.1.8	Deploy outdoor public notification signage	Number of deployments per month (if sign remains several months, count as 1 deployment per month)	0
3.1.10	Conduct media outreach, including, public service announcements, press releases, and interviews	Number of outreaches	4
3.2	Strategy 2: Conduct Law Enforcement Training Activities to Educate Officers on Recognition and Apprehension of Stolen Vehicles and Property		
3.2.1	Conduct law enforcement training (TCOLE)	Number of classes provided for TCOLE credit	2
3.2.3	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of classes or presentations. Presentations may include electronic roll call documents, shift BOLOs and other written or presented materials based on local practices.	50

Grant Evaluation

- 4.1 Describe the local method and/or practice used to collect the data for reporting Goals, Strategies, and Activities and to evaluate the grant program effectiveness. Describe management and staff participation. Include descriptions of systems (forms and software) that will be used to ensure reliable and accurate data is collected and reported. Describe any other evaluation methods used in the applicant agency to determine effectiveness or cost efficiency of the program.

An overall monthly report will be compiled and sent to the Sheriff to be available to the commissioners' court. This will be provided to MVCPA on a quarterly basis.

We maintain an in-house electronic long term calendar which we tentatively schedule operations, crime prevention activities, training events, 68-A Inspections and special projects outlined in our grant activities. We compile numbers of auto thefts and auto burglaries/parts monthly from each agency in our direct project area. These numbers are added to an excel spreadsheet that documents the historical rise and fall of auto theft trends since 1991 and burglary trends since 2007. In FY22 we will be adding

assorted frauds to this tracking method. We will continue to use this method to instantly evaluate whether we are meeting our goals to reduce auto theft and burglary, and also to note rising trends in specific areas.

We will use our goals, strategies and activities for monthly progress reports to evaluate if we are reaching our projected target activities. This will allow monthly assessment as to whether our activities are effective in our goal so that we can re-evaluate how we target the auto theft, assorted fraud, and burglary problems in our area. The data collected will be evaluated so criminal activity can be targeted so we can be more effective in crime reduction. The GCACTF will continue to document vehicle theft and burglary statistics to allow for easy and quick identification of statistical trends and comparisons to previous time periods and/or locations.

- 4.2 Provide any other suggested measures that would better reflect the law enforcement or prevention work that the proposed program will perform. If the suggested measure fits into one of the stated goals above please indicate.

Our analyst is called upon by officers and investigators with other agencies on a regular basis. As one of the last auto theft analysts in the state, she is many times a last resort left to help identify vehicles, trailers, equipment, ATVs, boats and component parts. Although the assists provided do not directly affect the burglary and theft rates, they do sometimes help with the recovery rates and returning stolen property to rightful owners. Assists leading to recoveries is tracked through quarterly progress reports in the narrative sections. Other data being tracked pertains to the types of assistance calls received; for what kinds of agencies; and whether they are MVCPA funded. However a more targeted reporting method may be considered if more analysts become available with more funding, or if the data could prove useful to MVCPA administration.

TxGMS Standard Assurances by Local Governments

- ☒ We acknowledge reviewing the [TxGMS Standard Assurances by Local Governments](#) as promulgated by the Texas Comptroller of Public Accounts and agree to abide by the terms stated therein.

Current Documents in folder

[Resolution.pdf](#) (4/24/2023 11:17:40 AM)

Certifications

The certifying official is the authorized official, Mark Henry, County Judge.

By submitting this application I certify that I have been designated by my jurisdiction as the authorized official to accept the terms and conditions of the grant. The statements herein are true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties.

By submitting this application I certify that my jurisdiction agrees to comply with all terms and conditions if the grant is awarded and accepted. I further certify that my jurisdiction will comply with all applicable state and federal laws, rules and regulations in the application, acceptance, administration and operation of this grant.

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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.8.

11/14/2023

Interlocal Agreements with Homeowner Associations and Municipal Utility Districts

Court hereby authorizes the Sheriff's Office to enter into Interlocal Agreements with homeowner associations and municipal utility districts relating to investigative resources.

The Sheriff is hereby authorized to sign the interlocal agreements after review by the District Attorney's Office.

Further, a copy of this Order be furnished to the Sheriff's Office.



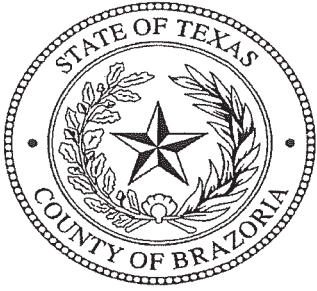
COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.9.

11/14/2023

Refunds in Excess of \$2,500.00

Approve the refunds due to over payments and erroneous payments in excess of \$2,500.00 per Section 31.11 of the Texas Property Tax Code.



Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

111 E. Locust
Angleton, Texas 77515

979.864.1320
FAX 979.864.1346

November 14, 2023

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

Re: Tax Refunds in Excess of \$2,500.00

Members of Court:

In accordance with Section 31.11 of the Texas Property Tax Code, I hereby request approval of the following refunds in excess of \$2,500.00:

Account	Year	Type of Refund	Amount
91001668810	2022	Overpayment	\$5,080.24

Sincerely,

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

Run Date: 11/6/2023 5:15:19 PM

Brazoria County Tax Office

Page: 1 of 1

Refund Detail Report

Account #	Fiduciary	Payee	Type	Amount	Interest	Recalc Date	Status	State	Age Days	Modified By	Modified Date
91001668810		CBL & ASSOCIATES LP	Over Payment	\$5,080.24	\$0.00	2/28/2023	Open	UpdateApplicationStatus	251	JENNIFERK@ BRAZORIA.CO UNT.YTX.GOV	9/5/2023

Number of Accounts: 1

Number of Records: 1

Total **\$5,080.24** **\$0.00**



KRISTIN BULANEK
BRAZORIA COUNTY TAX ASSESSOR/COLLECTOR
111 E LOCUST
ANGLETON, TX 77515
(979) 864-1320

Duplicate Receipt

Property Account Number:
91001668810

Statement Date: 10/24/23
Owner: PEARLAND TOWN CENTER LP
Mailing Address: % SANDRA SANDERS
11200 BROADWAY ST STE 2751
PEARLAND TX 77584-9789

Property Location: 0011200 BROADWAY
Acres: 0
Legal: FURN FIXT EQUIP SIGNS OTHER PERSONAL
PROPERTY

Exemptions:
Receipt #: 1985617

Deposit #: 202303100001-2022/JAMI

YEAR	TAXING ENTITIES	TAXABLE VALUE	TAX RATE PER \$100	DATE PAID	BASE TAX PAID	PENALTY & INTEREST PAID
2022	BRAZORIA COUNTY	\$722,140.00	0.291106	2/28/23	\$2,102.19	\$147.15
2022	SPECIAL ROAD & BRIDGE	\$722,140.00	0.050000	2/28/23	\$361.07	\$25.27
2022	ALVIN ISD	\$722,140.00	1.377700	2/28/23	\$9,948.92	\$696.42
2022	ALVIN COMMUNITY COLLEGE	\$722,140.00	0.164145	2/28/23	\$1,185.36	\$82.98
2022	BRAZORIA DRAINAGE DIST 4	\$722,140.00	0.138000	2/28/23	\$996.55	\$69.76
2022	PEARLAND MUNICIPAL MANAGEMEN	\$722,140.00	0.075160	2/28/23	\$542.76	\$37.99
2022	CITY OF PEARLAND	\$722,140.00	0.623765	2/28/23	\$4,504.46	\$315.31
2022	MISC	\$722,140.00	0.623765	2/28/23	\$0.00	\$0.00

BASE TAX \$19,641.31
PENALTY & INTEREST \$1,374.88

TOTAL PAID \$21,016.19

OVERPAYMENT \$5,080.24 -CR

Remitted By: CBL & ASSOCIATES LP
2030 HAMILTON PLACE BLVD SUITE
CHATTANOOGA TN 37421-6000

Payment Type: CHECK
Reference # 0005011362

Remaining Amount Due As of 10/24/23
16,947.01

Receipt 10/24/23

CBL & ASSOCIATES LP
2030 HAMILTON PLACE BLVD SUITE
CHATTANOOGA TN 37421-6000



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.10.

11/14/2023

Routine Airport Maintenance Program (RAMP) Grant FY 2024 M2412ANGL

The County is hereby authorized to execute the Texas Department of Transportation Grant for Routine Airport Maintenance Program FY 2024 attached hereto, TxDOT Project ID M2412 ANGL.

The County Judge is hereby authorized to sign the Agreement and any other documents necessary for this Grant.

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M2412ANGL

Part I - Identification of the Project

TO: The County of Brazoria, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the County of Brazoria, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the ANGLETON/LAKE JACKSON - TEXAS GULF COAST RGNL Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for ninety percent (90%) of the eligible project costs for this project or \$100,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2024, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.
5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 90% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Additional Requirements for Certain Equipment

1. Certain purchase, installation, and subscription costs for eligible air traffic and operations monitoring equipment ("Equipment") are reimbursable as provided in this Part. If Grantee is seeking reimbursement for eligible Equipment costs, it must be shown in Attachment A.
2. For eligible Equipment, the State will reimburse 90% of the initial cost to purchase and install, not to exceed \$3,000.00, and 90% of the annual subscription fee for subsequent years, not to exceed \$3,000.00 per year.
3. Notwithstanding Section 2, for the one year prior to a master plan or airport layout plan update, TxDOT will reimburse up to 90% of the eligible costs, not to exceed \$5,400.00.
4. Eligibility Requirements
 - A. The Equipment must include the following items, at a minimum;
 1. Triangulation
 2. Noise abatement
 3. Aircraft tracking data for 30 days
 4. Direct installation without a third party
 5. Identification of pavement utilization by airplane design group for the entire airport
 6. 1 second and 3 foot accuracy
 7. Equal effectiveness at both towered and non-towered airports
 8. Tracking of military and government aircraft, including FAA blocked aircraft
 - B. In order for costs to be eligible for RAMP reimbursement:
 1. The Sponsor must maintain and operate the Equipment for 3 years.
 2. On at least a quarterly basis, the Sponsor must provide to the State all data produced and collected by the Equipment.
 3. To be eligible for reimbursement of the annual subscription fee after the first year, the Sponsor must participate in the Routine Airport

Maintenance Program, have an executed Grant Agreement for that year, and comply with all grant requirements.

- A. The State may conduct on-site or off-site monitoring reviews of the Equipment during the initial required 3-year term, and during any years Sponsor seeks reimbursement of subscription costs. The Sponsor shall fully cooperate with the State and provide any required documentation. The Sponsor shall grant full access to the Equipment to the State or its authorized designee for the purpose of determining compliance, including, but not limited to:
 - 1. Whether the Equipment, and its operation and maintenance, are consistent with the requirements set forth in the Grant Agreement and this First Amendment;
 - 2. Whether the Sponsor is making timely progress with installation of the Equipment, and whether its management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in the Grant Agreement and this First Amendment, and are fully and accurately reflected in reports submitted to the State.
- B. Failure to maintain compliance with these requirements may result in the Sponsor having to repay grant funds to the State.

Part IV - Sponsor Responsibilities

- 1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips,

taxiways, parking aprons, roads, airport lighting and navigational aids; and

- e. through the fence access shall be reviewed and approved by the State; and
- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance

or order approved by the State.

1. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.
4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

PART V - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART VI - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.

2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VII - Acceptances

Sponsor

The County of Brazoria, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 20__.

The County of Brazoria, Texas

Sponsor

Sponsor Signature

Sponsor Title

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

Attachment A
Scope of Services
TxDOT Project ID: M2412ANGL

Eligible Scope Item:	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$111,111.11	\$100,000.00	\$11,111.11
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
TOTAL	\$111,111.11	\$100,000.00	\$11,111.11

Accepted by: The County of Brazoria, Texas

Signature

Title: _____

Date: _____

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Airport Operations Counting Systems: The purchase and installation of specified air traffic and operations monitoring equipment ("Equipment") is eligible for reimbursement as provided in Part III

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M2412ANGL

The County of Brazoria does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The County of Brazoria, Texas
(Sponsor)

By: _____

Title: _____

Date: _____

Certification of State Single Audit Requirements

I, _____, do certify that the County of Brazoria will comply with all
(Designated Representative)
requirements of the State of Texas Single Audit Act if the County of Brazoria spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the County of Brazoria will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Signature

Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M2412ANGL

The County of Brazoria designates, _____
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The County of Brazoria, Texas
(Sponsor)

By: _____

Title: _____

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: _____

Overnight Mailing Address: _____

Telephone/Fax Number: _____

Email address: _____

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M2412ANGL

Part I - Identification of the Project

TO: The County of Brazoria, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the County of Brazoria, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the ANGLETON/LAKE JACKSON - TEXAS GULF COAST RGNL Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for ninety percent (90%) of the eligible project costs for this project or \$100,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2024, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.
5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 90% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Additional Requirements for Certain Equipment

1. Certain purchase, installation, and subscription costs for eligible air traffic and operations monitoring equipment ("Equipment") are reimbursable as provided in this Part. If Grantee is seeking reimbursement for eligible Equipment costs, it must be shown in Attachment A.
2. For eligible Equipment, the State will reimburse 90% of the initial cost to purchase and install, not to exceed \$3,000.00, and 90% of the annual subscription fee for subsequent years, not to exceed \$3,000.00 per year.
3. Notwithstanding Section 2, for the one year prior to a master plan or airport layout plan update, TxDOT will reimburse up to 90% of the eligible costs, not to exceed \$5,400.00.
4. Eligibility Requirements
 - A. The Equipment must include the following items, at a minimum;
 1. Triangulation
 2. Noise abatement
 3. Aircraft tracking data for 30 days
 4. Direct installation without a third party
 5. Identification of pavement utilization by airplane design group for the entire airport
 6. 1 second and 3 foot accuracy
 7. Equal effectiveness at both towered and non-towered airports
 8. Tracking of military and government aircraft, including FAA blocked aircraft
 - B. In order for costs to be eligible for RAMP reimbursement:
 1. The Sponsor must maintain and operate the Equipment for 3 years.
 2. On at least a quarterly basis, the Sponsor must provide to the State all data produced and collected by the Equipment.
 3. To be eligible for reimbursement of the annual subscription fee after the first year, the Sponsor must participate in the Routine Airport

Maintenance Program, have an executed Grant Agreement for that year, and comply with all grant requirements.

- A. The State may conduct on-site or off-site monitoring reviews of the Equipment during the initial required 3-year term, and during any years Sponsor seeks reimbursement of subscription costs. The Sponsor shall fully cooperate with the State and provide any required documentation. The Sponsor shall grant full access to the Equipment to the State or its authorized designee for the purpose of determining compliance, including, but not limited to:
 - 1. Whether the Equipment, and its operation and maintenance, are consistent with the requirements set forth in the Grant Agreement and this First Amendment;
 - 2. Whether the Sponsor is making timely progress with installation of the Equipment, and whether its management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in the Grant Agreement and this First Amendment, and are fully and accurately reflected in reports submitted to the State.
- B. Failure to maintain compliance with these requirements may result in the Sponsor having to repay grant funds to the State.

Part IV - Sponsor Responsibilities

- 1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips,

taxiways, parking aprons, roads, airport lighting and navigational aids; and

- e. through the fence access shall be reviewed and approved by the State; and
- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance

or order approved by the State.

1. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.
4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

PART V - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART VI - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.

2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VII - Acceptances**Sponsor**

The County of Brazoria, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this 15th day of November, 2023.

The County of Brazoria, Texas

Sponsor



Sponsor Signature

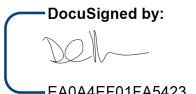
Brazoria County Judge

Sponsor Title

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By:  EA0A4EF01FA5423...

Date: 12/1/2023

Attachment A
Scope of Services
TxDOT Project ID: M2412ANGL

Eligible Scope Item:	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$111,111.11	\$100,000.00	\$11,111.11
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
TOTAL	\$111,111.11	\$100,000.00	\$11,111.11

Accepted by: The County of Brazoria, Texas



Signature

Title: Brazoria County Judge

Date: November 15, 2023

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Airport Operations Counting Systems: The purchase and installation of specified air traffic and operations monitoring equipment ("Equipment") is eligible for reimbursement as provided in Part III

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M2412ANGL

The County of Brazoria does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

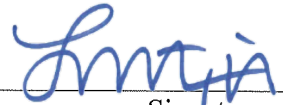
The County of Brazoria, Texas

(Sponsor)

By: Title: Brazoria County JudgeDate: November 15, 2023**Certification of State Single Audit Requirements**

I, L.M. "Matt" Sebesta, Jr., do certify that the County of Brazoria will comply with all
(Designated Representative)

requirements of the State of Texas Single Audit Act if the County of Brazoria spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the County of Brazoria will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.



Signature

Brazoria County Judge

Title

November 15, 2023

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M2412ANGL

The County of Brazoria designates, Jeff Bilyeu, Director of Aviation
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The County of Brazoria, Texas
(Sponsor)By: Title: Brazoria County JudgeDate: November 15, 2023**DESIGNATED REPRESENTATIVE**Mailing Address: 8000 Airport Way, Angleton, Tx 77515
Overnight Mailing Address: Same As Above
Telephone/Fax Number: 979-849-5755, telephone979-848-1428, faxEmail address: jbilyeu@brazoriacountytx.gov



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.11.

11/14/2023

Payment of Bills

That the checks payable through Monday, November 13, 2023 be approved for payment in accordance with Local Government Code 111.021.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.12.

11/14/2023

Resolution and Application for Indigent Defense FY 2024 Grant

Approve the resolution and application of the State of Texas under the provision of the Fair Defense Act, to receive financial assistance from the Commission on Indigent Defense to provide indigent defense services in the County.

Further, that the County Judge be designated as the authorized official to execute the grant application and all other necessary documents to accept said grant on behalf of the County.

2024 Brazoria County Resolution
Indigent Defense Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Brazoria County Commissioners Court has agreed that in the event of loss or misuse of the funds, Brazoria County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____ day of _____, 2023.

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

Attest:

County Clerk



TEXAS INDIGENT DEFENSE COMMISSION

ACCOUNTS PAYABLE

OCT 11 2023

September 22, 2023

CHAIR:
The Honorable Sharon Keller
Presiding Judge
Court of Criminal Appeals

EX OFFICIO MEMBERS:
Honorable Sharon Keller
Honorable Nathan Hecht
Honorable John Whitmire
Honorable Brandon Creighton
Honorable Joseph "Joe" Moody
Honorable Reggie Smith
Honorable Sherry Radack
Honorable Vivian Torres

MEMBERS APPOINTED BY GOVERNOR:
Mr. Alex Bunin
Honorable Richard Evans
Mr. Jay Cohen
Honorable Missy Medary
Honorable Valerie Covey

INTERIM-EXECUTIVE DIRECTOR:
Scott Ehlers

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

Re: FY2024 Formula Grant Request for Applications

Dear Judge Sebesta:

The Texas Indigent Defense Commission announces the FY2024 Formula Grant Request for Applications (RFA). **Applications are due Wednesday, November 15, 2023.** The attached packet provides information on what is needed for counties to obtain Formula Grant funds. **There are two simple steps to apply for your formula grant:**

1. Commissioners Court should adopt the attached FY2024 TIDC Formula Grant Resolution.
2. Upload the signed resolution on TIDC's grants and reporting website, <https://tidc.tamu.edu>, confirm contact information for county officials, and click the "submit" button.

Step by step instructions are included in the Request for Applications.

To be eligible, the local administrative judges and chairs of Juvenile Boards should submit their biennial indigent defense plans by November 1, 2023 through our on-line system. TIDC staff will continue to work with counties to ensure that all statutory and required elements are included in each plan if judges make amendments. Also, county financial officers must submit their Indigent Defense Expense Report by November 1, 2023. The reporting manual for county financial officers is available at <http://www.tidc.texas.gov/oversight/submit-data-and-reports/>. Both requirements are required by Texas Government Code §79.036.

The Commission adopted Texas Administrative Code Chapter 173 in order to implement the grant authority established by the Texas Legislature. These administrative rules and the attached RFA are available at: www.tidc.texas.gov.

Please contact Dorian Torres, Grant Specialist at Grants@tidc.texas.gov or 512-936-6994, if you have any questions about the Formula Grant Program or the application process.

Sincerely,

Sharon Keller
Chair, Texas Indigent Defense Commission
Presiding Judge, Court of Criminal Appeals

Enclosed: FY2024 Formula Grant RFA
FY2024 Formula Grant Resolution

Texas Indigent Defense Commission
209 West 14th Street, Room 202 · Austin, Texas 78701
512.936.6994
www.tidc.texas.gov

2024 Brazoria County Resolution
Indigent Defense Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Brazoria County Commissioners Court has agreed that in the event of loss or misuse of the funds, Brazoria County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____ day of _____, 2023.

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

Attest:

County Clerk



TEXAS INDIGENT DEFENSE COMMISSION

209 West 14th Street, Suite 202 Price Daniel, Sr. Building,
Austin, Texas 78701
512-936-6994
www.tidc.texas.gov

FY2024 Formula Grant Program Request for Applications (RFA)

Issued September 2023

Formula Grant Program Overview

The Texas Indigent Defense Commission (Commission) provides financial and technical support to counties to develop and maintain quality, cost-effective indigent defense systems that meet the needs of local communities and the requirements of the Constitution and state law. Formula Grants are awarded to eligible Texas counties to help counties meet constitutional and statutory requirements for indigent defense and to promote compliance with standards adopted by the Commission.

Application Due Date

Formula grant applications for Fiscal Year 2024 must be submitted on-line **by Wednesday, November 15, 2023**. The grant period is October 1, 2023 through September 30, 2024.

Total FY 2024 Formula Grant Amount Budgeted: \$17.5 million

Eligibility for Formula Grants

Only Texas counties may apply. Counties must meet the following requirements:

- 1) **Indigent Defense Expenditure Report** — All counties are statutorily required (Texas Government Code Sec. 79.036 (e)) to submit an Indigent Defense Expenditure Report each year on November 1 in the form and manner prescribed by the Commission. Counties that do not complete the Indigent Defense Expense Report on or before November 1, 2023 may have payments temporarily suspended by Commission staff until the report is submitted and reconciled by staff.
- 2) **Indigent Defense Plan Requirements** — The Local Administrative District Judges, the Local Statutory County Court Judges (or County Judge as applicable) and the Chairman of the Juvenile Board for each county must submit a copy of all formal and informal rules and forms that describe the procedures used in the county to provide indigent defendants with counsel in accordance with the Code of Criminal Procedure (Countywide Plans) to the Commission as required in Government Code §79.036. The Countywide Plans submitted must be in compliance with applicable statutes and rules and must meet the minimum requirements for each plan section as outlined in the Biennial Indigent Defense Countywide Plan Instructions. Plans are due November 1, 2023. Formula grant payments during the year may be withheld until plans are submitted or meet the minimum requirements for each plan section set by Commission.

- 3) **Compliance with Monitoring Reports** — A county must respond within the required time, take corrective action for findings of non-compliance, and satisfactorily address all recommendations in a Commission fiscal or policy monitoring report. Failure to comply with any of these requirements could result in the Commission imposing a remedy under TAC 173.307 or Texas Government Code §79.037.
- 4) **Office of Court Administration Reporting Requirements** — The applicants' county and district clerks must be in compliance with monthly reporting requirements listed below.
- a) Texas Judicial Council Monthly Court Activity Reports required by Texas Administrative Code Chapter 171 and Texas Government Code §71.035; and
 - b) Appointments and Fees Monthly Reports required under Chapter 36, Texas Government Code.

Reports for September 2022 through August 2023 are due not later than September 30, 2023 and must be submitted to OCA electronically unless OCA grants a temporary waiver for good cause.

How Formula Grants are Calculated

Every county is eligible to receive a grant of \$15,000 plus its share of the remaining funds budgeted by the Commission for the Formula Grant Program calculated by:

- 50 percent on the County's percent of state population; and
- 50 percent on the County's percent of statewide direct indigent defense expenditures for the previous year (as defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)):
 - less discretionary funds provided by the Commission for expenditures defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)
 - less the reimbursed costs of operating a regional program
 - The baseline requirements below do not apply to counties with a 2000 Census population of less than 10,000.

The County shall not receive more in Formula Grant funds than what was actually spent by the county in the prior year.

Baseline — The baseline is the minimum amount counties must spend in indigent defense before they qualify for formula grants. To meet the requirements under Texas Government Code §79.037(d), the Commission has adopted as an expenditure baseline based on each county's FY01 indigent defense expenditures. Attorney fees, investigator expenses, expert witness expenses, and other litigation expenses paid by the county on behalf of indigent criminal defendants / juvenile respondents are allowable expenses. This information remains a static baseline. The baseline requirement does not apply to counties with a 2000 Census population of less than 10,000.

How to Apply for Formula Grant

Applications are submitted online at <http://tidc.tamu.edu>. All county judges have been assigned a unique username and password. The application requires a commissioner's court resolution to be scanned and e-mailed or uploaded on the application page of the website. The resolution is generated by the on-line system and must be printed from the on-line application page.

If a person other than the recipient of this letter needs to obtain a username and password for the online application system, contact the Public Policy Research Institute (PPRI) at Texas A&M University. PPRI manages the collection, storage and retrieval of data for the Commission. County officials may contact PPRI through e-mail, (indigentdefense@ppri.tamu.edu) or phone (979) 845-6754. PPRI will not provide usernames and passwords over the phone. Individuals using personal e-mail accounts may be asked to provide additional information.

Application Steps

- a. Go to the TIDC Grants and Reporting website (hosted by PPRI) at <https://tidc.tamu.edu>.
- b. Sign in and enter the User ID and Password or contact PPRI (Follow on-line page instructions).
- c. Select "FY2024" and your county in the upper left part of the screen.
- d. Select "Apply for Formula Grant" from the column on the left side of the screen.
- e. Review the eligibility requirements. The screen will display the County's compliance status regarding indigent defense plans. Counties that have outstanding requirements will not be able to receive funds until they meet all grant program eligibility requirements. If indigent defense plans are not marked "Complete" counties should still submit the application and then contact the Commission for instructions to resolve plan compliance issues.
- f. Identify the individuals in the following grant positions as required in Texas Administrative Code Rule 173.301.
 - i. Authorized official - This person must be authorized to apply for, accept, decline, modify, or cancel the grant for the applicant county. A county judge or a designee authorized by the governing body in its resolution may serve as the authorized official
 - ii. Fiscal Officer - This person must be the county auditor or county treasurer if the county does not have a county auditor.

Use the "Change" button make changes as needed to officials or contact information.
- g. Click the "Submit" button at the bottom of the screen. You should be taken to a confirmation page at that point.
- h. Maintain confirmation – When the system provides a confirmation page to the grant officials confirming that the application has been completed and informing them that the resolution must be adopted by the commissioner's court and then faxed to the Commission. **PLEASE PRINT THE CONFIRMATION PAGE.**
 - i. Select the "Resolution" link in the confirmation page to create your county's resolution form.
 - j. Print or download resolution. The system will allow the user to download a resolution as a Microsoft Word document or provide an opportunity to print the document. Please use the resolution printed from the website. The resolution must be adopted by the commissioners court.
- k. Please scan the resolution adopted by commissioners court and then upload it in the application page of the website **on or before Wednesday, November 15, 2022**. Alternatively, you may email the resolution to Grants@tidc.texas.gov.

Contact Doriana Torres, Grants Administrator, Grants@tidc.texas.gov or 512-936-6994 for questions.

Notice of Funding

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Maintain contact information

All counties must maintain the grant and plan officials contact information on counties' web page set up at <http://tidc.tamu.edu>. Counties must advise the Commission of changes in the authorized official, program director, financial officer, local administrative district judge, local administrative statutory county judge, chairman of the juvenile board and constitutional county judge by updating this website contact information. This information will be used to provide notices for grant or plan submission information. The Commission staff will use e-mail whenever possible to notify counties of required reports and funding opportunities.

Impact of Multi-year Improvement Regional or Sustainability Grants

Counties that receive Improvement Grants from the Commission are encouraged to continue to apply for the Formula Grant. Such counties may use their formula grant payments to maintain the Improvement Grant program.

Notification of Availability

This FY24 Formula Grant - Request for Applications (RFA) is sent to all 254 Texas Constitutional County Judges. A courtesy notice is sent to all local administrative district judges, local administrative statutory county judges, chairman of juvenile board and each county auditor (or treasurer).

Authorization to Fund, Applicable Authority and Rules

Texas Government Code Sec. 79.037. TECHNICAL SUPPORT; GRANTS.

(a) The commission shall:

- (1) provide technical support to:
 - (A) assist counties in improving their indigent defense systems; and
 - (B) promote compliance by counties with the requirements of state law relating to indigent defense;
- (2) to assist counties in providing indigent defense services in the county, distribute in the form of grants any funds appropriated for the purposes of this section; and
- (3) monitor each county that receives a grant and enforce compliance by the county with the conditions of the grant, including enforcement by:
 - (A) withdrawing grant funds; or
 - (B) requiring reimbursement of grant funds by the county.
- (b) The commission shall distribute funds as required by Subsection (a)(2) based on a county's compliance with standards adopted by the board and the county's demonstrated commitment to compliance with the requirements of state law relating to indigent defense.
- (c) The board shall adopt policies to ensure that funds under Subsection (a)(2) are allocated and distributed to counties in a fair manner.
- (d) A county may not reduce the amount of funds provided for indigent defense services in the county because of funds provided by the commission under this section.

Texas Administrative Code Chapter 173

Texas Grant Management Standards (TxGMS)

**2024 Brazoria County Resolution
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

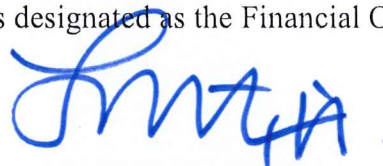
WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Brazoria County Commissioners Court has agreed that in the event of loss or misuse of the funds, Brazoria County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

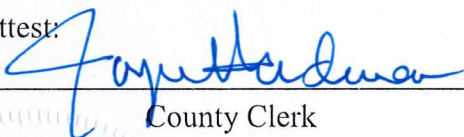
BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this 14 day of NOVEMBER, 2023.



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

Attest:



County Clerk





ACCOUNTS PAYABLE

OCT 11 2023

September 22, 2023

CHAIR:

The Honorable Sharon Keller
Presiding Judge
Court of Criminal Appeals

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

EX OFFICIO MEMBERS:

Honorable Sharon Keller
Honorable Nathan Hecht
Honorable John Whitmire
Honorable Brandon Creighton
Honorable Joseph "Joe" Moody
Honorable Reggie Smith
Honorable Sherry Radack
Honorable Vivian Torres

Re: FY2024 Formula Grant Request for Applications

Dear Judge Sebesta:

MEMBERS APPOINTED BY GOVERNOR:

Mr. Alex Bunin
Honorable Richard Evans
Mr. Jay Cohen
Honorable Missy Medary
Honorable Valerie Covey

The Texas Indigent Defense Commission announces the FY2024 Formula Grant Request for Applications (RFA). **Applications are due Wednesday, November 15, 2023.** The attached packet provides information on what is needed for counties to obtain Formula Grant funds. **There are two simple steps to apply for your formula grant:**

INTERIM-EXECUTIVE DIRECTOR:

Scott Ehlers

1. Commissioners Court should adopt the attached FY2024 TIDC Formula Grant Resolution.
2. Upload the signed resolution on TIDC's grants and reporting website, <https://tide.tamu.edu>, confirm contact information for county officials, and click the "submit" button.

Step by step instructions are included in the Request for Applications.

To be eligible, the local administrative judges and chairs of Juvenile Boards should submit their biennial indigent defense plans by November 1, 2023 through our on-line system. TIDC staff will continue to work with counties to ensure that all statutory and required elements are included in each plan if judges make amendments. Also, county financial officers must submit their Indigent Defense Expense Report by November 1, 2023. The reporting manual for county financial officers is available at <http://www.tide.texas.gov/oversight/submit-data-and-reports/>. Both requirements are required by Texas Government Code §79.036.

The Commission adopted Texas Administrative Code Chapter 173 in order to implement the grant authority established by the Texas Legislature. These administrative rules and the attached RFA are available at: www.tide.texas.gov.

Please contact Dorian Torres, Grant Specialist at Grants@tide.texas.gov or 512-936-6994, if you have any questions about the Formula Grant Program or the application process.

Sincerely,

Sharon Keller

Chair, Texas Indigent Defense Commission
Presiding Judge, Court of Criminal Appeals

**Enclosed: FY2024 Formula Grant RFA
FY2024 Formula Grant Resolution**

Texas Indigent Defense Commission
209 West 14th Street, Room 202 · Austin, Texas 78701
512.936.6994
www.tide.texas.gov

**2024 Brazoria County Resolution
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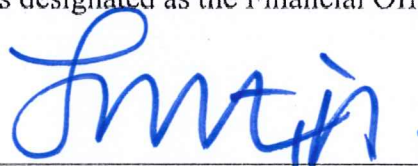
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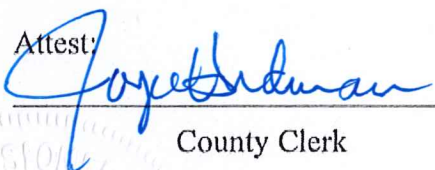
BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this 14th day of November, 2023.

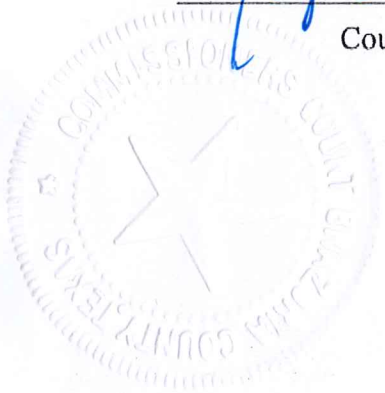


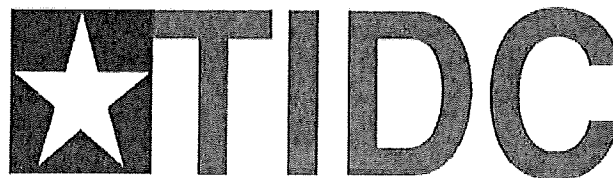
L. M. "Matt" Sebesta, Jr.
County Judge

Attest:



County Clerk





TEXAS INDIGENT DEFENSE COMMISSION

209 West 14th Street, Suite 202 Price Daniel, Sr. Building,
Austin, Texas 78701
512-936-6994
www.tidc.texas.gov

FY2024 Formula Grant Program Request for Applications (RFA)

Issued September 2023

Formula Grant Program Overview

The Texas Indigent Defense Commission (Commission) provides financial and technical support to counties to develop and maintain quality, cost-effective indigent defense systems that meet the needs of local communities and the requirements of the Constitution and state law. Formula Grants are awarded to eligible Texas counties to help counties meet constitutional and statutory requirements for indigent defense and to promote compliance with standards adopted by the Commission.

Application Due Date

Formula grant applications for Fiscal Year 2024 must be submitted on-line by **Wednesday, November 15, 2023**. The grant period is October 1, 2023 through September 30, 2024.

Total FY 2024 Formula Grant Amount Budgeted: \$17.5 million

Eligibility for Formula Grants

Only Texas counties may apply. Counties must meet the following requirements:

- 1) **Indigent Defense Expenditure Report** — All counties are statutorily required (Texas Government Code Sec. 79.036 (e)) to submit an Indigent Defense Expenditure Report each year on November 1 in the form and manner prescribed by the Commission. Counties that do not complete the Indigent Defense Expense Report on or before November 1, 2023 may have payments temporarily suspended by Commission staff until the report is submitted and reconciled by staff.
- 2) **Indigent Defense Plan Requirements** — The Local Administrative District Judges, the Local Statutory County Court Judges (or County Judge as applicable) and the Chairman of the Juvenile Board for each county must submit a copy of all formal and informal rules and forms that describe the procedures used in the county to provide indigent defendants with counsel in accordance with the Code of Criminal Procedure (Countywide Plans) to the Commission as required in Government Code §79.036. The Countywide Plans submitted must be in compliance with applicable statutes and rules and must meet the minimum requirements for each plan section as outlined in the Biennial Indigent Defense Countywide Plan Instructions. Plans are due November 1, 2023. Formula grant payments during the year may be withheld until plans are submitted or meet the minimum requirements for each plan section set by Commission.

- 3) **Compliance with Monitoring Reports** — A county must respond within the required time, take corrective action for findings of non-compliance, and satisfactorily address all recommendations in a Commission fiscal or policy monitoring report. Failure to comply with any of these requirements could result in the Commission imposing a remedy under TAC 173.307 or Texas Government Code §79.037.
- 4) **Office of Court Administration Reporting Requirements** — The applicants' county and district clerks must be in compliance with monthly reporting requirements listed below.
- a) Texas Judicial Council Monthly Court Activity Reports required by Texas Administrative Code Chapter 171 and Texas Government Code §71.035; and
 - b) Appointments and Fees Monthly Reports required under Chapter 36, Texas Government Code.

Reports for September 2022 through August 2023 are due not later than September 30, 2023 and must be submitted to OCA electronically unless OCA grants a temporary waiver for good cause.

How Formula Grants are Calculated

Every county is eligible to receive a grant of \$15,000 plus its share of the remaining funds budgeted by the Commission for the Formula Grant Program calculated by:

- 50 percent on the County's percent of state population; and
- 50 percent on the County's percent of statewide direct indigent defense expenditures for the previous year (as defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)):
 - less discretionary funds provided by the Commission for expenditures defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)
 - less the reimbursed costs of operating a regional program
 - The baseline requirements below do not apply to counties with a 2000 Census population of less than 10,000.

The County shall not receive more in Formula Grant funds than what was actually spent by the county in the prior year.

Baseline — The baseline is the minimum amount counties must spend in indigent defense before they qualify for formula grants. To meet the requirements under Texas Government Code §79.037(d), the Commission has adopted as an expenditure baseline based on each county's FY01 indigent defense expenditures. Attorney fees, investigator expenses, expert witness expenses, and other litigation expenses paid by the county on behalf of indigent criminal defendants / juvenile respondents are allowable expenses. This information remains a static baseline. The baseline requirement does not apply to counties with a 2000 Census population of less than 10,000.

How to Apply for Formula Grant

Applications are submitted online at <http://tide.tamu.edu>. All county judges have been assigned a unique username and password. The application requires a commissioner's court resolution to be scanned and e-mailed or uploaded on the application page of the website. The resolution is generated by the on-line system and must be printed from the on-line application page.

If a person other than the recipient of this letter needs to obtain a username and password for the online application system, contact the Public Policy Research Institute (PPRI) at Texas A&M University. PPRI manages the collection, storage and retrieval of data for the Commission. County officials may contact PPRI through e-mail, (indigentdefense@ppri.tamu.edu) or phone (979) 845-6754. PPRI will not provide usernames and passwords over the phone. Individuals using personal e-mail accounts may be asked to provide additional information.

Application Steps

- a. Go to the TIDC Grants and Reporting website (hosted by PPRI) at <https://tidc.tamu.edu>.
- b. Sign in and enter the User ID and Password or contact PPRI (Follow on-line page instructions).
- c. Select "FY2024" and your county in the upper left part of the screen.
- d. Select "Apply for Formula Grant" from the column on the left side of the screen.
- e. Review the eligibility requirements. The screen will display the County's compliance status regarding indigent defense plans. Counties that have outstanding requirements will not be able to receive funds until they meet all grant program eligibility requirements. If indigent defense plans are not marked "Complete" counties should still submit the application and then contact the Commission for instructions to resolve plan compliance issues.
- f. Identify the individuals in the following grant positions as required in Texas Administrative Code Rule 173.301.
 - i. Authorized official - This person must be authorized to apply for, accept, decline, modify, or cancel the grant for the applicant county. A county judge or a designee authorized by the governing body in its resolution may serve as the authorized official
 - ii. Fiscal Officer - This person must be the county auditor or county treasurer if the county does not have a county auditor.

Use the "Change" button make changes as needed to officials or contact information.
- g. Click the "Submit" button at the bottom of the screen. You should be taken to a confirmation page at that point.
- h. Maintain confirmation – When the system provides a confirmation page to the grant officials confirming that the application has been completed and informing them that the resolution must be adopted by the commissioner's court and then faxed to the Commission. **PLEASE PRINT THE CONFIRMATION PAGE.**
- i. Select the "Resolution" link in the confirmation page to create your county's resolution form.
- j. Print or download resolution. The system will allow the user to download a resolution as a Microsoft Word document or provide an opportunity to print the document. Please use the resolution printed from the website. The resolution must be adopted by the commissioners court.
- k. Please scan the resolution adopted by commissioners court and then upload it in the application page of the website **on or before Wednesday, November 15, 2022**. Alternatively, you may email the resolution to Grants@tidc.texas.gov.

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Texas Administrative Code Chapter 173

Texas Grant Management Standards (TxGMS)



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.13.

11/14/2023

FY 2024: Line Item Transfer

Non-Departmental	520000 (Operating)	10000	14900	(\$4,080)
Constable - Pct. 4	520000 (Operating)	10000	32400	\$4,080

Transfer is needed for PO 2400877 to Central Lake Armor Express, Inc. in lieu of PO 2305424 due to a vendor name change. The custom tailored body armor was appropriately ordered by the Constable's office in FY 2023.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.14.

11/14/2023

Award Contract for The Salvation Army Fire Line Installation

Community Development Staff has completed their due diligence in an attempt to obtain at least 2 competitive bids by multiple solicitation efforts on behalf of the office for the "Salvation Army Shelter Fire Line Installation". Impact Fire Services, LLC was the only responsible bidder that submitted a bid in the most recent procurement opportunity.

Community Development Staff is making a recommendation to award the Salvation Army Fire Line Installation Contract to Impact Fire Services, LLC in the amount of \$81,775.00 in order to complete The Salvation Army Shelter Renovation Project being the best offer with reasonable bid attempts.

MEMORANDUM

TO: County Judge Sebesta and County Commissioners' Court
FROM: Daphne Lemelle
DATE: November 7, 2023
RE: Back-up for the Approval of Contract Award for The Salvation Army Fire Line

According to the CFR cited below, two or more responsible bidders must be willing to compete for the business. The first bid (bid opening May 15, 2023) that was solicited, no bids were received. The second solicitation (bid opening June 9, 2023) 2 bidders submitted bids, but the first bidder that was awarded the bid could not obtain a bond for the project. When we reached out to the other bidder, 30 days had elapsed and the pricing had changed. Therefore, we sent a third solicitation out (bid opening October 30, 2023), and only 1 bidder responded. Brazoria County Community Development Department feels they have done their due diligence in their solicitation attempts to obtain 2 competitive bidders for this project. Purchasing assisted in the bid efforts by supplying a listing of Fire Sprinkler contractors out of Bonfire which were used in the solicitations.

2 CFR 200.320(b)(1) Sealed bids. A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction contracts.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

- (A) A complete, adequate, and realistic specification or purchase description is available;
- (B) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

- (A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.15.

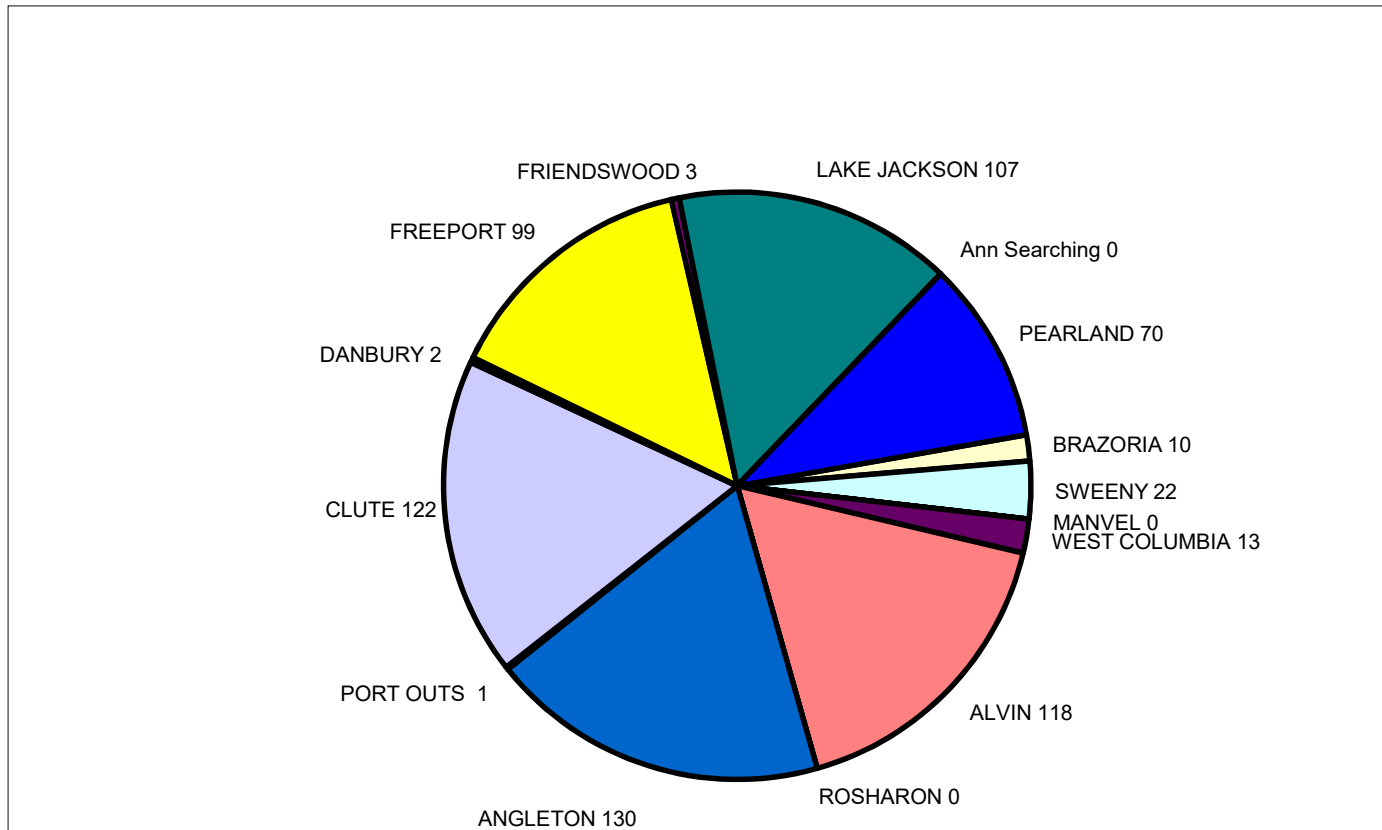
11/14/2023

Monthly Section 8 Reports

Approve the Brazoria County Housing Choice Voucher (Section 8) Program Monthly Reports and number of active Tenants on the program as of October 31, 2023. These reports reflect the various aspects of the program including, but not limited to, number of tenants on the Voucher program and the cities they live in, number of families leaving the program, funding levels, and the number of inspections completed in a month.

ACTIVE SECTION 8 CLIENTS

November 2023



The chart above represents the number of Section 8 tenants from each City on the program as of November 1, 2023

TOTAL SECTION 8 TENANTS 697

CY 2023 Termination Report

Month	Bedroom Size						TOTAL BY MONTH
	0	1	2	3	4	5	
January		6		1			7
February			1	1			2
March		3	2				5
April		3	2	2			7
May		3	2	2			7
June		5	2				7
July		2	1				3
August		2		1			3
September		1	2				3
October		2	1				3
November							0
December							0
	0	27	13	7	0	0	47

FY 2024 Termination Report

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

Inspections (New units, Annual, etc.)

Month	Scheduled	Failed	Passed	No show	Inconclusive	Move Out/Damage	Reinspection
January	155	72	75	8			91
February	134	56	74	3	1		57
March	163	64	95	4			68
April	112	56	45	10		1	43
May	153	64	79	10			69
June	145	62	72	11			64
July	138	58	76	4			59
August	144	67	69	8			59
September	150	45	94	11			57
October	157	41	104	12			48
November	0						
December	0						

Quality Control Inspections

Month	Scheduled	Failed	Passed	No show	Inconclusive	Move Out/Damage	Reinspection
January	9	3	4	2			4
February	1	1					1
March	7	3	3		1		2
April	9	2	7				4
May	4		4				0
June	9	3	5	1			3
July	7	1	6				1
August	9	3	5	1			2
September	2	2	0				1
October	0	0	0				0
November	0						
December	0						

**Please Note: Quality control inspections are a requirement by HUD to review the performance of the inspector that conducts the regular annual, new unit, and any special requested inspections

Lease Rate

CY 2023

Month	Total Units Approved	Total Units Leased	Difference	% Leased
January	599	573		95.7%
February	599	568		94.8%
March	599	582		97.2%
April	599	594		99.2%
May	599	594		99.2%
June	599	586		97.8%
July	599	591		98.7%
August	599	597		99.7%
September	607	600		98.8%
October	607	627		103.3%
November	607	621		102.3%
December	607			0.0%
	7220	6533	0	90.5%

FY 2024

Month	Total Units Approved	Total Units Leased	Difference	% Leased
October	607	627		103.3%
November	607	621		102.3%
December				#DIV/0!
January				#DIV/0!
February				#DIV/0!
March				#DIV/0!
April				#DIV/0!
May				#DIV/0!
June				#DIV/0!
July				#DIV/0!
August				#DIV/0!
September				#DIV/0!
	1214	1248	0	102.8%

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

Program Utilization - Calendar Year 2023

MONTH	REVENUE	MISC	HAP INTEREST	REPAYMENTS	HAP PAYMENTS	UA PAYMENTS	BALANCE	UTILIZATION PERCENTAGE	PORT-IN HAP REVENUE	PORT ADMIN REVENUE	PORT-IN HAP PYMTS	ADMIN REVENUE	ADMIN EXPENSES
January-23	(369,256.00)		(212.03)	(850.50)	347,756.00	1,446.00	(21,116.53)	94.3%	(21,801.00)	(1,190.83)	22,530.00	(46,322.00)	57,978.34
February-23	(360,612.00)		(701.85)	127.50	357,278.00	1,543.00	(2,365.35)	99.3%	(20,209.00)	(1,286.58)	19,332.00	(51,607.00)	59,485.24
March-23	(356,356.00)		(153.10)	(225.00)	365,555.00	1,403.00	10,223.90	102.9%	(19,999.90)	(1,378.85)	22,092.00	(46,413.00)	58,868.57
April-23	(356,356.00)		(247.37)	(431.00)	379,630.00	1,574.00	24,169.63	106.8%	(26,522.63)	(1,739.33)	20,421.00	(46,413.00)	52,600.13
May-23	(371,221.00)		(59.00)	(370.00)	373,153.00	1,700.00	3,203.00	100.9%	(18,574.00)	(1,252.80)	19,438.00	(46,413.00)	55,458.75
June-23	(361,908.00)		(145.00)	(850.00)	377,913.00	1,750.00	16,760.00	104.6%	(24,485.00)	(1,577.26)	23,592.00	(46,794.00)	50,281.22
July-23	(373,067.00)			(770.00)	383,550.00	1,766.00	11,479.00	103.1%	(19,183.00)	(1,302.76)	20,006.00	(46,610.00)	49,728.73
August-23	(369,617.00)			(610.00)	388,552.00	2,082.00	20,407.00	105.5%	(26,393.00)	(1,884.08)	23,732.00	(71,881.00)	40,033.73
September-23	(385,233.00)			(832.00)	413,113.85	1,984.00	29,032.85	107.5%	(20,026.00)	(1,511.43)	20,202.00	(77,282.00)	36,238.35
October-23	(522,129.00)			(3,244.00)	396,658.15	1,657.00	(127,057.85)	75.8%	(8,067.00)	(608.87)	7,295.00	(71,299.00)	33,559.87
November-23							-	#DIV/0!					
December-23							-	#DIV/0!					
TOTALS	(3,825,755.00)	-	(1,518.35)	(8,055.00)	3,783,159.00	16,905.00	(35,264.35)	99.1%	(205,260.53)	(13,732.79)	198,640.00	(551,034.00)	494,232.93
	(3,833,810.00)	-	-	-	3,800,064.00				(770,027.32)				692,872.93

Program Utilization - Fiscal Year 2024

MONTH	REVENUE	MISC	HAP INTEREST	REPAYMENTS	HAP PAYMENTS	UA PAYMENTS	BALANCE	UTILIZATION PERCENTAGE	PORT-IN RECEIPTS	PORT ADMIN REVENUE	PORT-IN HAP PYMTS	ADMIN REVENUE	ADMIN EXPENSES
October-23	(522,129.00)			(3,244.00)	396,658.15	1,657.00	(127,057.85)	75.8%	(8,067.00)	(608.87)	7,295.00	(71,299.00)	33,559.87
November-23							-	#DIV/0!					
December-23							-	#DIV/0!					
January-24							-	#DIV/0!					
February-24							-	#DIV/0!					
March-24							-	#DIV/0!					
April-24							-	#DIV/0!					
May-24							-	#DIV/0!					
June-24							-	#DIV/0!					
July-24							-	#DIV/0!					
August-24							-	#DIV/0!					
September-24							-	#DIV/0!					
TOTALS	(522,129.00)	-	-	(3,244.00)	396,658.15	1,657.00	(127,057.85)	75.8%	(8,067.00)	(608.87)	7,295.00	(71,299.00)	33,559.87
	(525,373.00)				398,315.15				(79,974.87)				40,854.87

Outgoing Ports

CY 2023

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

FY 2024

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

Incoming Ports

CY 2023

Month	# of Families Coming in	# Billed	# Absorbed	# Terminated/ Port out
January	1	23	0	2
February	1	24	1	0
March	1	24	0	1
April	1	24	0	1
May	1	24	1	0
June	2	26	0	0
July	2	27	0	1
August	0	26	0	1
September	0	25	0	1
October	1	10	16	0
November				
December				

FY 2024

	# of Families Coming in	# Billed	# Absorbed	# Terminated/ Port out
October				
November				
December				
January				
February				
March				
April				
May				
June				
July				
August				
September				

Hard to House Families

CY 2023

January	9
February	9
March	8
April	10
May	6
June	4
July	4
August	11
September	18
October	19
November	
December	

FY 2024

October	19
November	
December	
January	
February	
March	
April	
May	
June	
July	
August	
September	

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



COMMISSIONERS COURT OF BRAZORIA COUNTY

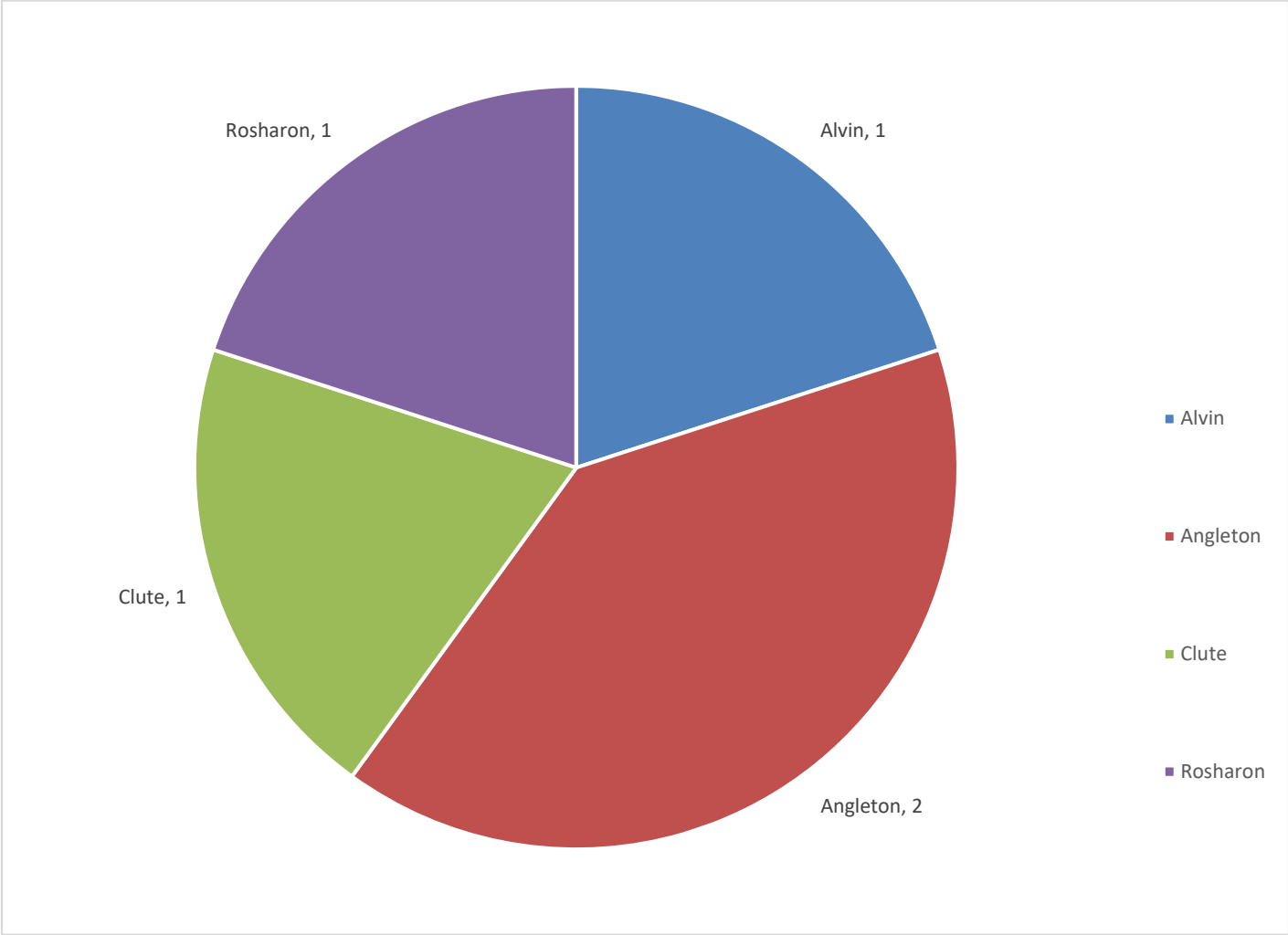
ORDER NO. H.16.

11/14/2023

Monthly Reports Welfare Reports

Approve the Reliant Energy CARES funding Monthly Assistance Report for the month of October 2023. This report shows the cities where Reliant funds were utilized and the number of clients assisted in the month of October.

RELIANT CARE GRANT ASSISTANCE REPORT
October 2023



The above chart represents the number of clients from each City that were assisted in October 2023

TOTAL CLIENTS SEEN: 5



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.17.

11/14/2023

Brazoria County Emergency Management Plan, Annex C

The Brazoria County Emergency Management Plan is hereby amended to include the updated Annex C - Shelter & Mass Care.

It is hereby adopted and effective as of the date of the last signature.

The County Judge is hereby authorized to sign the Annex.

Further, the County Emergency Management is hereby instructed to update the Emergency Management Plan with Annex C and distribute the amendment to all partner cities and Texas Department of Emergency Management (TDEM).

Further, that a copy of the same be placed on file with the County Clerk.

ANNEX C

SHELTER & MASS CARE

Revision Three

Brazoria County and Joint Resolution Cities

APPROVAL AND IMPLEMENTATION

Annex C

Shelter & Mass Care

Revision Three

This annex is hereby approved for implementation and supersedes all previous editions.



Steve Rosa
Brazoria County EMC

11-1-23

Date

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

Date

RECORD OF CHANGES**Annex C****Shelter & Mass Care**

Revision Three

Change #	Date of Change	Description	Changed By:

ANNEX C SHELTER & MASS CARE

I. AUTHORITY

See Basic Plan, Section I.

II. PURPOSE

The purpose of this annex is to outline organizational arrangements, operational concepts, responsibilities, and procedures to protect evacuees and others from the effects of an emergency situation by providing shelter and mass care.

III. EXPLANATION OF TERMS

A. Acronyms

ARC	American Red Cross
CERT	Citizen Emergency Response Team
DDC	Disaster District Committee
EMC	Emergency Management Coordinator
ETN	Emergency Tracking Network
MACC	Multi Agency Coordination Center
FEMA	Federal Emergency Management Agency
FOG	Field Operation Guide
FNSS	Functional Needs Support Services
HHSC	Health and Human Services Commission
HPP	Homeland Preparedness Project
MRC	Medical Reserve Corps
NIMS	National Incident Management System
PHEP	Public Health Emergency Preparedness
PIO	Public Information Officer
SOPs	Standard Operating Procedures
TDEM	Texas Division of Emergency Management
TLETS	Texas Law Enforcement Telecommunications System
TSA	The Salvation Army
USDA	United States Department of Agriculture
WI	Welfare Inquiry

B. Definitions

Mass Care: Mass care will provide assistance to those who have been displaced from their homes and others affected by a hazardous situation or the threat of such a situation. Mass care for these individuals includes providing food, essential medical care, clothing, and other essential life support services.

Welfare Inquiries: Welfare inquiries are requests from relatives, friends, employers, or others for information on the status of persons in an area affected by an emergency situation who cannot be located because they have evacuated, become separated for their families, or cannot be contacted by normal means of communication. Registration of disaster victims at shelters provides some of the information needed to answer welfare inquiries. Welfare Inquires will be handled by the County Call Center according to the policy outlined in the Shelter Operations Field Operations Guide (FOG).

Shelter: Short term lodging for evacuees directly affected by an emergency or a disaster, during and immediately after an emergency situation. Shelters are generally located away from known hazards. Mass care operations are typically conducted in shelters.

Functional and Access Needs Individuals/Groups: Includes the elderly, medically fragile, mentally and/or physically challenged or handicapped, individuals with mental illness, and the developmentally delayed. This population requires specialized assistance in meeting daily needs and may need special assistance during normal and emergency situations.

Pets and Companion Animals. These include domesticated animals that normally reside with their owners. This group does NOT include livestock, reptiles, monkeys, or any animal that is dangerous to humans.

IV. SITUATION AND ASSUMPTIONS

A. Situation

1. Our Hazard Summary in Section IV.A of the Basic Plan identifies a number of threats that could make evacuation of some portions of the county necessary. Evacuees from other jurisdictions may also seek refuge in our area. Brazoria County will not operate shelters or mass care operations for hurricane evacuees for *other* jurisdictions because of the possibility of later hurricanes threatening Brazoria County.
2. Brazoria County has the ultimate responsibility for providing shelter and mass care to protect local residents displaced from their homes and others who evacuate into our jurisdiction due to emergency situations.
3. Shelter and mass care needs may range from very short term operations for a limited number of people where the primary objective is to provide protection from the weather, comfortable seating, and access to rest rooms to more lengthy operations for large number of evacuees where feeding, sleeping, and shower facilities are desirable and a variety of assistance must be provided to evacuees.
4. The Homeland Preparedness Project (HPP) has contracted with Brazoria County to organize and administer the County's Citizen Corps program volunteers. HPP has also entered into a Memorandum of Understanding making HPP responsible for setting up and operating evacuation shelters in Brazoria County.

B. Assumptions

1. Shelters may have to be opened with little notice. HPP personnel, local government and other agencies who have agreed in advance to support shelter operations, will manage and coordinate shelter and mass care activities.
2. Volunteer organizations that normally respond to emergency situations may assist in shelter and mass care operations.
3. If additional resources are needed to conduct shelter and mass care operations, support may be requested pursuant to inter-local agreements and from state and federal emergency management agencies. When requested by a local jurisdiction, the Governor may authorize the use of military forces to support shelter and mass care operations.
4. Facilities planned for shelter and mass care use will be available at times of need.
5. When evacuation is recommended during an emergency situation, the majority of evacuees will seek refuge with friends or relatives or go to commercial accommodations rather than a public shelter. In addition, some people who are not at risk may spontaneously evacuate and some of those individuals may seek public shelter.
6. When evacuation of an area is mandated, a shelter may be available.
7. For hazards that are highly visible or extensively discussed in the media, people may evacuate prior to an official recommendation to do so. Hence, shelter and mass care operations may have to commence early in an emergency situation.
8. Essential public and private services will be continued during shelter and mass care operations. However, for a major evacuation that generates a large-scale shelter and mass care operation, normal activities at schools, community centers, churches, and other facilities used as shelters may have to be curtailed.

V. CONCEPT OF OPERATIONS**A. General**

1. Brazoria County is responsible for developing a plan, integrating the concepts of the National Incident Management System (NIMS), for coordinating and providing mass care services to persons affected by a disaster. The requirements for services may vary depending upon the nature, type, and level of the emergency. The County will work closely with volunteer organizations that provide shelter and mass care support to determine the availability of shelter and feeding facilities, encourage facility owners to sign agreements for use of those facilities, and encourage facility owners to allow their personnel to participate in shelter management training.

2. The Incident Commander or the emergency management staff is expected to determine the need for opening shelters and commencing mass care operations based on the emergency situation that prevails.
3. The County Judge or EMC may request the opening of shelters and recommend the closing of shelters when they are no longer required. These actions should be coordinated with the shelter providers. A list of potential shelters is provided in Appendix One. The County Judge may further assign tasks and responsibilities to support shelter and mass care efforts.
4. The county, in cooperation with volunteer disaster assistance organizations, will provide temporary shelter and essential life support services for people displaced from their homes, when possible.
5. HPP and other private disaster assistance organizations will be called upon to:
 - a) Open and staff temporary shelters for the displaced population.
 - b) Activate or organize shelter teams.
 - c) Register those occupying public shelters.
 - d) Provide emergency first aid, and other basic life support needs for those occupying temporary shelters.
 - e) Provide periodic reports on the status of shelter and mass care operations to the EMC.
6. In some disasters, the federal government may be requested to provide emergency housing. Disaster victims will be encouraged to obtain housing with family or friends or in commercial facilities. To the extent possible, the Long-Term Recovery Committee will assist and coordinate post-disaster housing needs of those whose homes were made uninhabitable by the event.

B. Shelter

1. Shelter Selection. FEMA publishes standards for temporary shelters via their Shelter Field Guide, P-785. The following criteria may be useful in screening facilities to determine which merit more detailed inspection:
 - a) Must be structurally sound and in a safe condition.
 - b) Must not be located in an area subject to flooding or where flooding can cut off access to the facility.
 - c) Must not be in a hazardous materials risk area.
 - d) Should have adequate sleeping space.
 - e) Should have sufficient restrooms for the population to be housed.
 - f) Should have adequate climate control systems.
 - g) Kitchen/feeding area is desirable.
 - h) Shower facilities are desirable if the facility will be used for more than one day.
 - i) Telephone service is essential.
 - j) Adequate parking is desirable.

The Shelter Branch Director and EMC will coordinate with volunteer organizations, local jurisdictions, and facility owners to identify potential shelters and develop the shelter list in Appendix 1 to ensure that issues of interest to local government are considered in the shelter selection process.

2. Shelter Facilities:

- a) Brazoria County executes agreements with building owners for use of structures as shelters. HPP and the County Fire Marshall will normally inspect the facilities it plans to use to determine their safety, capacities, and the availability of various types of equipment.
- b) Schools are the most frequently used shelters because they generally have substantial space, a feeding capability, sufficient restrooms, and adequate climate control systems. Those who wish to utilize schools for sheltering must secure permission in writing from school officials.
- c) Community centers and churches are also frequently used as shelters. Permission to use these facilities or any other facilities for disaster operations should also be secured in writing from the owners or operators of those facilities.

3. Shelter Operations

- a) The specific facilities that will be used for sheltering and feeding during an emergency will depend on the needs of the situation, the status of available facilities, the location of the hazard area, and the anticipated duration of operations. Shelters are typically opened and closed based on need. When occupancy of existing shelters reaches 75 to 80 percent, consideration should be given to opening an additional facility.
- b) It is generally more effective in terms of resource utilization to operate a few medium to large shelters, than a large number of small facilities.
- c) Shelters should be managed by individuals with shelter management and Incident Command Systems training. The Shelter Branch Director and HPP will maintain a listing of trained shelter and mass care facility managers in the local area.
- d) To ensure consistency in shelter activities, it is desirable that all shelters follow a general set of operating guidelines. When a shelter is open, local policies guide how the facility is staffed and operated.
- e) Shelter Supervisors are expected to provide periodic reports on the number of occupants and the number of meals served to the EMC. Volunteer groups operating shelters may also be required to report this information through their organizational channels.
- f) Local government is responsible for providing the following support for shelter operations:
 - 1) Security and, if necessary, traffic control at shelters.
 - 2) Fire inspections and fire protection at shelters.
 - 3) Transportation for food, shelter supplies, and equipment if the organization operating the shelter cannot do so.
 - 4) Transportation of shelter occupants to feeding facilities, if necessary.
 - 5) Basic medical attention, if the organization operating the shelter cannot do so.

- g) Evacuees normally return to their homes as soon as the danger has passed. Hence, most shelters are closed quickly and returned to normal use. However, some evacuees may be unable to return to their homes due to damage or destruction. It may be necessary to have one or more shelters remain open for an extended period until those who cannot return to their residences can be relocated to motels, rental units, mobile homes, and other types of temporary lodging. Such extended use facilities should have showers and on-site feeding; cots should be provided.

C. Mass Care

Mass care includes the registration of evacuees, feeding of evacuees and emergency workers, and provision of other life support needs for shelter occupants.

1. Registration

- a) The purpose of registration is to be able to respond to inquiries about the status of evacuees, monitor health concerns, and provide a basis for post-emergency follow-up support.
- b) HPP will assist the county in the registration of evacuees who are housed in County operated shelters.
- c) PHEP will assist the county with the accounting of evacuees who are housed in non-County operated shelters.

2. Feeding:

- a) Both fixed facilities and mobile units may be used for preparing and serving meals. Fixed facilities include schools, churches, and civic buildings serving as shelters. The Baptist Men, TSA, and other disaster relief agencies may also deploy self-contained mobile feeding units to supplement fixed feeding facilities. Private food providers may also participate with shelter management to provide and coordinate food for evacuees.
- b) The U.S. Department of Agriculture (USDA), through the Health and Human Services Commission (HHSC), food banks, and commercial facilities provides USDA commodities used in preparing meals or for distribution to disaster victims.

3. Other Needs

In addition to the provision of shelter and mass care services, evacuees may need assistance with clothing, basic medical attention, prescription medicines, disaster mental health services, temporary housing, and other support services. Some of these services may be provided by the same volunteer organizations that are operating shelters. In other cases, the Shelter Branch Director will have to identify the needs of those in public shelters to the MACC Staff, who may be able to arrange for assistance from other volunteer organizations and agencies. Many human services programs also serve disaster victims that have not been evacuated from their homes. A description of human services programs and procedures for requesting human services support are provided in Annex O (Human Services).

D. Functional and Access Needs Groups and Individuals

1. Institutional facilities including hospitals, nursing homes, group homes, and correctional institutions, are responsible for the welfare and safety of their clients, who may need specially trained staff to care for them and specialized equipment and facilities to meet their needs. Institutions supporting individuals with access and functional needs are required by state and federal regulations to have disaster preparedness plans that provide for evacuation and relocation of the institution's population to comparable facilities in an emergency.
2. Mass care shelters for the general population are generally staffed and equipped to handle individuals with access and functional needs. Other individuals, particularly medical patients and prisoners, should not be relocated to shelters used by the general public. In the event that institutional facilities encounter difficulty in evacuating and relocating their clients, local officials may need to assist those facilities in arranging transportation and locating suitable reception facilities. It may also be necessary to assist in relocating some medical patients who are living at home.
3. Public shelters can generally accommodate individuals with needs who require minimal care and are attended by their families or other caregivers. It is the policy of Brazoria County to never divide a family in shelters due to functional or access needs.

E. Handling of Pets

1. Evacuees who go to the homes of relatives, friends or commercial accommodations with their pets do not normally pose difficulties during an evacuation. However, evacuees with pets seeking public shelter can create potential problems. A number of studies have indicated that some people, particularly the elderly, will not leave their homes if they cannot take their pets with them. Hence, it is desirable to make reasonable accommodations for evacuees who come to public shelters with pets.
2. Depending on the situation, the County will use one or more of the following approaches to handle evacuees arriving with pets:
 - a) Provide an area in or near the shelter for companion animals in kennels, whenever practical.
 - b) Provide pet owners information on nearby kennels, animal shelters, and veterinary clinics that have agreed to temporarily shelter pets.
 - c) Direct pet owner to a public shelter that has covered exterior corridors or adjacent support buildings where pets may be temporarily housed.
 - d) Set up temporary pet shelters at other facilities that are available.
3. In all cases, the pet owner is responsible for the care, handling, and feeding of their pet.
 - a) The County will assist those who require assistance with obtaining food and medical care for their pets.
 - b) Any animal determined to be potentially dangerous to humans by the Shelter Branch Director will be referred to local Animal Control authorities

F. Public Information

1. The PIO staff will develop emergency public information messages to advise those who are or will be evacuating of the location of public shelters and general shelter policies.
2. The PIO staff will provide information on the emergency situation to Shelter Branch Director so they can pass such information on to shelter occupants.

G. Welfare Inquiries (WI)

The County will attempt to answer welfare inquiries to the extent possible using the registration data obtained at County shelters. The County Call Center will receive and document inquiries. For more information on WI, see Section IX.E of this annex.

H. Actions by Phases of Emergency Management

1. Prevention:
 - a) Identify volunteer organizations that could assist in shelter and mass care operations and develop cooperative agreements.
 - b) In coordination with volunteer organizations, identify suitable shelters and feeding facilities.
 - c) Sign agreements with volunteer organizations authorizing use of local government facilities for shelter and mass care operations.
 - d) Encourage schools, churches, and volunteer groups to sign written agreements for use of their facilities as emergency shelters.
2. Preparedness:
 - a) Provide shelter management training to selected local officials. Encourage those organizations or agencies that will be making their facilities available for use as shelters to send their personnel to shelter management training.
 - b) In coordination with volunteer organizations, identify potential shelters, and develop general shelter and mass care procedures for the local area.
 - c) Coordinate basic communication and reporting procedures.
 - d) Develop facility setup plans for potential shelters.
 - e) Identify population groups requiring assistance during an emergency (i.e., senior citizens, special needs, etc.) and ensure that preparations are made to provide assistance.
3. Response:
 - a) Open and staff shelters and mass care facilities.
 - b) Provide information to the public on shelter locations and policies.
 - c) Assist in the registration of evacuees.
 - d) Provide food, clothing, first aid, and other essential services to evacuees.
 - e) Maintain communications between mass care facilities and the MACC.
 - f) Provide periodic reports to the EMC on shelter occupancy and meals served.
 - g) Provide information to evacuees needing additional services.

4. Recovery:

- a) Assist evacuees in returning to their homes if necessary.
- b) Assist those who cannot return to their homes with temporary housing.
- c) Deactivate shelters and mass care facilities and return them to normal use.
- d) Inform public of any follow-on recovery programs that may be available.

VI. ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES
A. General

1. Our normal emergency organization, described in Section VI.A of the Basic Plan and depicted in Attachment 3 to the Basic Plan, will apply to shelter and mass care operations.
2. Operations will be organized in accordance with NIMS guidelines.
3. The Shelter Branch Director is responsible for coordinating the efforts of local government, volunteer groups, and other agencies involved in shelter and mass care operations.

B. Task Assignments

1. The County Judge will:
 - a) Direct the opening of local shelter and mass care facilities and the closing of such facilities when they are no longer needed.
 - b) Approve release of emergency public information materials on shelter locations and guidance on what people should bring and not bring to public shelters prepared by the public information staff.
 - c) Coordinate shelter and mass care efforts with other local governments, where appropriate.
 - d) Request shelter and mass care support from other local governments or the State if local resources are insufficient.
2. The EMC will:
 - a. Coordinate shelter and mass care planning with the Shelter Branch Director, the PIO, other local officials, and volunteer organizations.
 - b. Develop Memorandums of Understanding with agencies for the use of facilities as deemed necessary by Brazoria County.
 - c. When the situation warrants, recommend to the County Judge that shelter and mass care operations be implemented. Recommendations on the number of facilities to be activated and specific facilities to be used should be coordinated if possible with the volunteer organizations that will operate those facilities.
 - d. Coordinate with the Shelter Branch Director and MACC Staff to provide support for shelter and mass care activities.
 - e. Direct the County Call Center to respond to welfare inquiries.
 - f. Receive reports on shelter and feeding operations from the Shelter Branch Director. During major emergencies, summarize shelter and mass care activities in the periodic Situation Report; see Annex N, Direction & Control, concerning this report.
 - g. When conditions warrant, recommend to the County Judge that shelter and mass care facilities be closed

3. The Shelter Branch Director will:

- a. Identify volunteer organizations that are willing to support local shelter and mass care activities. See Appendix 1 to Annex O.
- b. In coordination with volunteer organizations that normally operate shelters and feeding facilities, identify potential shelter and mass care facilities.
- c. Coordinate cooperative agreements with volunteer organizations relating to shelter and mass care support
- d. Coordinate and disseminate common shelter operating guidelines to volunteer organizations operating shelters.
- e. Ensure mass care facilities are adequately staffed and equipped.
- f. Coordinate mass feeding where needed.
- g. Coordinate with Case Workers and Crisis Counselors to provide basic needs of residents in the shelters.
- h. Identify requirements for facility security requirements for shelters to Brazoria County Sheriff's Office.
- i. Coordinate requirements for facility fire protection requirements for shelters with the Brazoria County Fire Marshal.
- j. Coordinate resource support for shelter operations.
- k. Receive reports on shelter and mass care operations and provide summary information for inclusion in the periodic Situation Report.

4. Shelter Division Supervisors will:

- a. Determine staffing and support requirements for their assigned shelter.
- b. Register shelter occupants and assist in answering welfare inquiries.
- c. Identify additional resource requirements to the Shelter Branch Director.
- d. Coordinate with the Shelter Branch Director to provide individual and family support services as needed.
- e. Submit a daily mass care facility status report to the Shelter Branch Director that indicates the number of shelter occupants, the number of meals served, and the condition of the facility, and also identifies any problem areas.
- f. Maintain records of supplies received and expended.
- g. When directed, terminate operations, turn in equipment and unused supplies, coordinate with the county to restore the facility to the condition it was received, and submit a final mass care facility status report.

5. The Feeding Group Supervisor will:

- a. Coordinate feeding of all shelter residents and staff.
- b. Coordinate with other agencies who wish to provide food for shelter operations to ensure food safety, adequate quantities of food, scheduling, and avoid duplication of services.
- c. Coordinate with commercial food service providers to schedule feeding operations, food safety, and avoid duplication of services.
- d. Ensure that all resources utilized for feeding operations are documented including cost of food, sources and value of donated goods, and contact information for donations.
- e. Report the number of meals served each day to the Shelter Branch Director.
- f. Provide situational awareness to feeding partners.

6. The Medical Services Group Supervisor will:
 - a. Ensure sufficient staffing to provide assistance with activities of daily living for shelter residents with functional and access needs.
 - b. Coordinate the provision of primary medical care for shelter residents.
 - c. Assist shelter staff with triage of residents who may require medical care.
 - d. Provide aggregate reporting of medical and FNSS services provided to shelter residents to the Shelter Branch Director daily.
7. The County Sheriff will:
 - a. Provide security and law enforcement at shelter and mass care facilities.
 - b. Provide back-up communications, if needed.
 - c. Provide laundry services for shelter linens.
8. The County Fire Marshal will:
 - a. Inspect shelter and mass care facilities for fire and life safety.
 - b. Provide and maintain shelter fire extinguishers and fire protection systems.
 - c. Train shelter management personnel in fire safety and fire suppression procedures.
9. The Transportation Officer will:
 - a) Arrange for transportation of evacuees to shelter sites when needed.
 - b) Arrange transportation for evacuees in shelters to remote feeding sites, if necessary.
 - c) Arrange transportation for shelter equipment, food, clothing, blankets, comfort kits, and other shelter supplies to shelter and mass care facilities.
 - c) Upon request, provide transportation for return of evacuees without vehicles to their homes.
 - d) Assist with transportation of shelter residents to local facilities for *non-emergent* medical care and other activities.
9. The County Health Department will:
 - a) Provide disease surveillance and mitigation in mass care facilities.
10. The PIO will:
 - a) Provide information to the public on the locations of shelters and shelter operating policies.
 - b) Provide updates on the emergency situation to Shelter Branch Director to be passed on to shelter occupants.
 - c) Provide public information on closure of shelters and return of evacuees to their homes.
11. The Animal Control Officer will:
 - a) Coordinate arrangements to provide temporary facilities for evacuees arriving at shelter and mass care facilities with pets.
 - b) Be prepared to provide Shelter Division Supervisors with information on procedures for handling evacuees with pets.

12. The Salvation Army:

- a) Provide mass feeding for victims and emergency workers, when requested
- b) Provide emergency assistance for other essential needs, when requested.

13. The School Districts will shelter students in school buildings when the situation warrants (example: severe weather or hazmat release).

14. The Facilities Maintenance Department will, to the extent possible, ensure power, water supply, signage, and sanitary services are operable at shelter and mass care facilities during emergency conditions.

VII. DIRECTION AND CONTROL

A. General

1. The County Judge shall establish priorities for and provide policy guidance for shelter and mass care activities.
2. The County Judge or EMC will provide general direction to the Shelter Branch Director regarding shelter and mass care operations.
3. The Shelter Branch Director will plan and manage the conduct of shelter and mass care activities, coordinating as necessary with volunteer organizations that participate in shelter operations or mass feeding and other departments and agencies.
4. Shelter and feeding facility Supervisors will be responsible for the operation of their individual facilities based on policy and procedures provided by the Shelter Branch Director.
5. Methods of direction and control will be consistent with NIMS guidelines.

B. Line of Succession

1. The line of succession for the Shelter Branch Director is:
 - a. Executive Director of the Homeland Preparedness Project
 - b. The Homeland Preparedness Project Executive Directors designee.
2. The line of succession for other shelter and mass care personnel will be in accordance with existing policies and SOPs.

VIII. READINESS LEVELS

A. Level 4: Normal Conditions

See the mitigation and preparedness activities in sections V.H.1 and V.H.2 of this annex.

B. Level 3: Increased Readiness

1. Alert key staff and volunteer organizations involved in shelter and mass care activities of threat.
2. Review personnel availability and assignments.
3. Assess potential shelter and mass care requirements.
4. Review and update lists of lodging and feeding facilities and check on availability of facilities.
5. Monitor the Situation.

C. Level 2: High Readiness

1. Place staff on standby and make preliminary assignments. Identify personnel to staff the MACC when activated.
2. Update estimate of shelter and mass care requirements.
3. In coordination with volunteer organizations, check on availability of facilities and identify facilities that will actually be used.
4. In coordination with volunteer organizations, develop tentative shelter and feeding facility opening sequence
5. Identify requirements for pre-positioning equipment and supplies.
6. Draft information for the PIO to release to the public concerning shelter locations.

D. Level 1: Maximum Readiness

1. Deploy selected personnel to the MACC to monitor the situation and support precautionary activities. Place other staff on-call.
2. Update estimate of shelter and mass care requirements.
3. In coordination with volunteer organizations, update potential facility use plans and tentative facility opening sequence.
4. In coordination with volunteer organizations, develop updated staff assignments for emergency operations.
5. Consider precautionary staging of personnel, equipment, and supplies.
6. Coordinate with the Communications Officer on anticipated communications requirements.
7. Coordinate with the Transportation Officer on anticipated transportation requirements.
8. If appropriate, provide the PIO information about potential shelter locations.

IX. ADMINISTRATION AND SUPPORT

A. Records

1. The Shelter Supervisors will keep an accurate count of volunteer hours of shelter workers and a daily log of occupancy. These reports will be delivered to the County EMC when all the shelters are closed.
2. Shelter and feeding facility managers shall maintain a record of supplies received and expended. Copies of these records will be provided to the Shelter Branch Director, who shall maintain a consolidated file.
3. Documentation of Costs: All departments and agencies will maintain records of personnel, equipment used and supplies expended during shelter and mass care operations as a basis for possible cost recovery/reimbursement of expenses from a responsible party, insurer, the state or federal government.

B. Reports

1. Shelter Supervisors will report occupancy counts and number of meals served to the Shelter Branch Director in the MACC daily.
2. The MACC will include shelter occupancy information in the periodic Situation Report sent to the Disaster District and other agencies. Information on the Situation Report is provided in Annex N, Direction & Control.
3. The preferred reporting method is via WebEOC

C. Training & Exercises

1. The EMC will coordinate with HPP to ensure that shelter management appropriate training is made available to local officials and volunteers who participate in shelter and mass care activities. All departments and organizations should ensure that their personnel are trained to accomplish the tasks assigned to them.
2. Emergency exercises shall periodically include a shelter and mass care scenario based on the hazards faced by this jurisdiction. Volunteer organizations that participate in shelter and mass care operations shall be invited and encouraged to participate in such exercises.

D. Communications

The primary communications between shelter and mass care facilities and the MACC will be by telephone. If telephones cannot be used, radios should be provided; amateur radio operators may be able to assist with communications needs.

E. Welfare Inquiries

Brazoria County uses Texas ETN to register residents that are housed in a county shelter. Should relatives, friends, employers, or others call the MACC via the Call Center to inquire about an individual in a shelter; the information will be collected and documented on a shared spreadsheet provided by the Shelter Branch Director.

F. External Assistance

If shelter and mass care needs cannot be satisfied with local resources and those obtained pursuant to inter-local agreements and from volunteer organizations, authorized local officials may request state assistance from the Disaster District Committee Chairman. For more details on requesting state assistance, see Section V.F of the Basic Plan.

X. ANNEX DEVELOPMENT & MAINTENANCE

- A. The Brazoria County Emergency Management Coordinator is responsible for developing and maintaining this annex. Recommended changes to this annex should be drafted as needs become apparent.
- B. This annex will be revised annually as needed and updated in accordance with the schedule outlined in Section X of the Basic Plan.
- C. Departments and agencies assigned responsibilities in this annex are responsible for developing and maintaining SOPs covering those responsibilities.

XI. REFERENCES

- A. Shelter Field Guide, FEMA P-785
- B. Brazoria County Field Operations Guide for a General Population Shelter.

Appendices:

Appendix 1.....	Reception and Care Facilities
Appendix 2.....	Shelter & Mass Care Agreement
Appendix 3	Hurricane Reception and Care

RECEPTION AND CARE FACILITIES

A. Buildings listed in this appendix have been surveyed for their suitability as temporary reception and care facilities. The buildings surveyed fall into the following categories:

1. Public schools with multi-purpose rooms, showers, and cafeteria facilities.
2. Church facilities such as parish centers with kitchens.
3. Clubs operated by fraternal and social organizations that have suitable eating and bathroom facilities.
4. Governmental or non-profit facilities such as community centers or activity centers for senior citizens.
5. Governmental and/or public buildings considered being essential operations facilities for managing a crisis, i.e., city halls, courthouses, fire and police stations, and hospitals.

B. The following are definitions used in the facilities listing:

1. Estimated Shelter Capacity: The estimated short-term capacity of the facility based on 40 square feet per person.
2. Estimated Feeding Capacity: The estimated number of people for which the facility can prepare food e.g. three simple meals per day.
3. Shelter Agreement:
 - a. Indicates the building owner(s) have a shelter agreement with the County.
 - b. An "N" or a "No" response in this column indicates that the building is not presently covered by a shelter agreement.

RECEPTION AND CARE FACILITIES LISTING

<u>NAME/ADDRESS</u>	<u>EST. CAP.</u>	<u>EST. FEEDING CAPACITY</u>	<u># OF TOILETS</u>	<u># OF SHOWERS</u>	<u>GENERATOR?</u>	<u>SHELTER AGREEMENT?</u>
Willow Drive Baptist Church 200 Willow Drive. Lake Jackson, Tx 77566	100	100	16	0	No	Yes
First Baptist Church of Rosharon 16211 2 nd Street Rosharon, TX 77583	100	100	10	4	No	Yes
BISD Clute Intermediate 521 South 16 th Street Clute, Tx 77531	300	300	14	15	No	Yes
Columbia High School 521 South 16 th Street West Columbia, TX 77486	500	500	12	18	No	Yes

SHELTER & MASS CARE DOCUMENTS
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MOU with Homeland Preparedness Project for Sheltering
(Redacted)

HURRICANE RECEPTION & CARE

Brazoria County is a hurricane evacuation area and this section is not applicable.

ANNEX C

SHELTER

&

MASS CARE

Revision Three

Brazoria County and Joint Resolution Cities

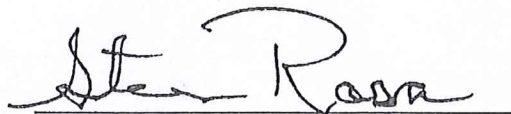
APPROVAL AND IMPLEMENTATION

Annex C

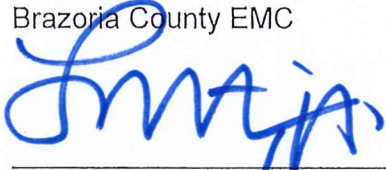
Shelter & Mass Care

Revision Three

This annex is hereby approved for implementation and supersedes all previous editions.



Steve Rosa
Brazoria County EMC



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

11-1-23

Date

11/14/23

Date

RECORD OF CHANGES**Annex C****Shelter & Mass Care**

Revision Three

Change #	Date of Change	Description	Changed By:

ANNEX C SHELTER & MASS CARE

I. AUTHORITY

See Basic Plan, Section I.

II. PURPOSE

The purpose of this annex is to outline organizational arrangements, operational concepts, responsibilities, and procedures to protect evacuees and others from the effects of an emergency situation by providing shelter and mass care.

III. EXPLANATION OF TERMS

A. Acronyms

ARC	American Red Cross
CERT	Citizen Emergency Response Team
DDC	Disaster District Committee
EMC	Emergency Management Coordinator
ETN	Emergency Tracking Network
MACC	Multi Agency Coordination Center
FEMA	Federal Emergency Management Agency
FOG	Field Operation Guide
FNSS	Functional Needs Support Services
HHSC	Health and Human Services Commission
HPP	Homeland Preparedness Project
MRC	Medical Reserve Corps
NIMS	National Incident Management System
PHEP	Public Health Emergency Preparedness
PIO	Public Information Officer
SOPs	Standard Operating Procedures
TDEM	Texas Division of Emergency Management
TLETS	Texas Law Enforcement Telecommunications System
TSA	The Salvation Army
USDA	United States Department of Agriculture
WI	Welfare Inquiry

B. Definitions

Mass Care: Mass care will provide assistance to those who have been displaced from their homes and others affected by a hazardous situation or the threat of such a situation. Mass care for these individuals includes providing food, essential medical care, clothing, and other essential life support services.

Welfare Inquiries: Welfare inquiries are requests from relatives, friends, employers, or others for information on the status of persons in an area affected by an emergency situation who cannot be located because they have evacuated, become separated from their families, or cannot be contacted by normal means of communication. Registration of disaster victims at shelters provides some of the information needed to answer welfare inquiries. Welfare Inquiries will be handled by the County Call Center according to the policy outlined in the Shelter Operations Field Operations Guide (FOG).

Shelter: Short term lodging for evacuees directly affected by an emergency or a disaster, during and immediately after an emergency situation. Shelters are generally located away from known hazards. Mass care operations are typically conducted in shelters.

Functional and Access Needs Individuals/Groups: Includes the elderly, medically fragile, mentally and/or physically challenged or handicapped, individuals with mental illness, and the developmentally delayed. This population requires specialized assistance in meeting daily needs and may need special assistance during normal and emergency situations.

Pets and Companion Animals. These include domesticated animals that normally reside with their owners. This group does NOT include livestock, reptiles, monkeys, or any animal that is dangerous to humans.

IV. SITUATION AND ASSUMPTIONS

A. Situation

1. Our Hazard Summary in Section IV.A of the Basic Plan identifies a number of threats that could make evacuation of some portions of the county necessary. Evacuees from other jurisdictions may also seek refuge in our area. Brazoria County will not operate shelters or mass care operations for hurricane evacuees for *other* jurisdictions because of the possibility of later hurricanes threatening Brazoria County.
2. Brazoria County has the ultimate responsibility for providing shelter and mass care to protect local residents displaced from their homes and others who evacuate into our jurisdiction due to emergency situations.
3. Shelter and mass care needs may range from very short term operations for a limited number of people where the primary objective is to provide protection from the weather, comfortable seating, and access to rest rooms to more lengthy operations for large number of evacuees where feeding, sleeping, and shower facilities are desirable and a variety of assistance must be provided to evacuees.
4. The Homeland Preparedness Project (HPP) has contracted with Brazoria County to organize and administer the County's Citizen Corps program volunteers. HPP has also entered into a Memorandum of Understanding making HPP responsible for setting up and operating evacuation shelters in Brazoria County.

B. Assumptions

1. Shelters may have to be opened with little notice. HPP personnel, local government and other agencies who have agreed in advance to support shelter operations, will manage and coordinate shelter and mass care activities.
2. Volunteer organizations that normally respond to emergency situations may assist in shelter and mass care operations.
3. If additional resources are needed to conduct shelter and mass care operations, support may be requested pursuant to inter-local agreements and from state and federal emergency management agencies. When requested by a local jurisdiction, the Governor may authorize the use of military forces to support shelter and mass care operations.
4. Facilities planned for shelter and mass care use will be available at times of need.
5. When evacuation is recommended during an emergency situation, the majority of evacuees will seek refuge with friends or relatives or go to commercial accommodations rather than a public shelter. In addition, some people who are not at risk may spontaneously evacuate and some of those individuals may seek public shelter.
6. When evacuation of an area is mandated, a shelter may be available.
7. For hazards that are highly visible or extensively discussed in the media, people may evacuate prior to an official recommendation to do so. Hence, shelter and mass care operations may have to commence early in an emergency situation.
8. Essential public and private services will be continued during shelter and mass care operations. However, for a major evacuation that generates a large-scale shelter and mass care operation, normal activities at schools, community centers, churches, and other facilities used as shelters may have to be curtailed.

V. CONCEPT OF OPERATIONS

A. General

1. Brazoria County is responsible for developing a plan, integrating the concepts of the National Incident Management System (NIMS), for coordinating and providing mass care services to persons affected by a disaster. The requirements for services may vary depending upon the nature, type, and level of the emergency. The County will work closely with volunteer organizations that provide shelter and mass care support to determine the availability of shelter and feeding facilities, encourage facility owners to sign agreements for use of those facilities, and encourage facility owners to allow their personnel to participate in shelter management training.

2. The Incident Commander or the emergency management staff is expected to determine the need for opening shelters and commencing mass care operations based on the emergency situation that prevails.
3. The County Judge or EMC may request the opening of shelters and recommend the closing of shelters when they are no longer required. These actions should be coordinated with the shelter providers. A list of potential shelters is provided in Appendix One. The County Judge may further assign tasks and responsibilities to support shelter and mass care efforts.
4. The county, in cooperation with volunteer disaster assistance organizations, will provide temporary shelter and essential life support services for people displaced from their homes, when possible.
5. HPP and other private disaster assistance organizations will be called upon to:
 - a) Open and staff temporary shelters for the displaced population.
 - b) Activate or organize shelter teams.
 - c) Register those occupying public shelters.
 - d) Provide emergency first aid, and other basic life support needs for those occupying temporary shelters.
 - e) Provide periodic reports on the status of shelter and mass care operations to the EMC.
6. In some disasters, the federal government may be requested to provide emergency housing. Disaster victims will be encouraged to obtain housing with family or friends or in commercial facilities. To the extent possible, the Long-Term Recovery Committee will assist and coordinate post-disaster housing needs of those whose homes were made uninhabitable by the event.

B. Shelter

1. Shelter Selection. FEMA publishes standards for temporary shelters via their Shelter Field Guide, P-785. The following criteria may be useful in screening facilities to determine which merit more detailed inspection:
 - a) Must be structurally sound and in a safe condition.
 - b) Must not be located in an area subject to flooding or where flooding can cut off access to the facility.
 - c) Must not be in a hazardous materials risk area.
 - d) Should have adequate sleeping space.
 - e) Should have sufficient restrooms for the population to be housed.
 - f) Should have adequate climate control systems.
 - g) Kitchen/feeding area is desirable.
 - h) Shower facilities are desirable if the facility will be used for more than one day.
 - i) Telephone service is essential.
 - j) Adequate parking is desirable.

The Shelter Branch Director and EMC will coordinate with volunteer organizations, local jurisdictions, and facility owners to identify potential shelters and develop the shelter list in Appendix 1 to ensure that issues of interest to local government are considered in the shelter selection process.

2. Shelter Facilities:

- a) Brazoria County executes agreements with building owners for use of structures as shelters. HPP and the County Fire Marshall will normally inspect the facilities it plans to use to determine their safety, capacities, and the availability of various types of equipment.
- b) Schools are the most frequently used shelters because they generally have substantial space, a feeding capability, sufficient restrooms, and adequate climate control systems. Those who wish to utilize schools for sheltering must secure permission in writing from school officials.
- c) Community centers and churches are also frequently used as shelters. Permission to use these facilities or any other facilities for disaster operations should also be secured in writing from the owners or operators of those facilities.

3. Shelter Operations

- a) The specific facilities that will be used for sheltering and feeding during an emergency will depend on the needs of the situation, the status of available facilities, the location of the hazard area, and the anticipated duration of operations. Shelters are typically opened and closed based on need. When occupancy of existing shelters reaches 75 to 80 percent, consideration should be given to opening an additional facility.
- b) It is generally more effective in terms of resource utilization to operate a few medium to large shelters, than a large number of small facilities.
- c) Shelters should be managed by individuals with shelter management and Incident Command Systems training. The Shelter Branch Director and HPP will maintain a listing of trained shelter and mass care facility managers in the local area.
- d) To ensure consistency in shelter activities, it is desirable that all shelters follow a general set of operating guidelines. When a shelter is open, local policies guide how the facility is staffed and operated.
- e) Shelter Supervisors are expected to provide periodic reports on the number of occupants and the number of meals served to the EMC. Volunteer groups operating shelters may also be required to report this information through their organizational channels.
- f) Local government is responsible for providing the following support for shelter operations:
 - 1) Security and, if necessary, traffic control at shelters.
 - 2) Fire inspections and fire protection at shelters.
 - 3) Transportation for food, shelter supplies, and equipment if the organization operating the shelter cannot do so.
 - 4) Transportation of shelter occupants to feeding facilities, if necessary.
 - 5) Basic medical attention, if the organization operating the shelter cannot do so.

- g) Evacuees normally return to their homes as soon as the danger has passed. Hence, most shelters are closed quickly and returned to normal use. However, some evacuees may be unable to return to their homes due to damage or destruction. It may be necessary to have one or more shelters remain open for an extended period until those who cannot return to their residences can be relocated to motels, rental units, mobile homes, and other types of temporary lodging. Such extended use facilities should have showers and on-site feeding; cots should be provided.

C. Mass Care

Mass care includes the registration of evacuees, feeding of evacuees and emergency workers, and provision of other life support needs for shelter occupants.

1. Registration

- a) The purpose of registration is to be able to respond to inquiries about the status of evacuees, monitor health concerns, and provide a basis for post-emergency follow-up support.
- b) HPP will assist the county in the registration of evacuees who are housed in County operated shelters.
- c) PHEP will assist the county with the accounting of evacuees who are housed in non-County operated shelters.

2. Feeding:

- a) Both fixed facilities and mobile units may be used for preparing and serving meals. Fixed facilities include schools, churches, and civic buildings serving as shelters. The Baptist Men, TSA, and other disaster relief agencies may also deploy self-contained mobile feeding units to supplement fixed feeding facilities. Private food providers may also participate with shelter management to provide and coordinate food for evacuees.
- b) The U.S. Department of Agriculture (USDA), through the Health and Human Services Commission (HHSC), food banks, and commercial facilities provides USDA commodities used in preparing meals or for distribution to disaster victims.

3. Other Needs

In addition to the provision of shelter and mass care services, evacuees may need assistance with clothing, basic medical attention, prescription medicines, disaster mental health services, temporary housing, and other support services. Some of these services may be provided by the same volunteer organizations that are operating shelters. In other cases, the Shelter Branch Director will have to identify the needs of those in public shelters to the MACC Staff, who may be able to arrange for assistance from other volunteer organizations and agencies. Many human services programs also serve disaster victims that have not been evacuated from their homes. A description of human services programs and procedures for requesting human services support are provided in Annex O (Human Services).

D. Functional and Access Needs Groups and Individuals

1. Institutional facilities including hospitals, nursing homes, group homes, and correctional institutions, are responsible for the welfare and safety of their clients, who may need specially trained staff to care for them and specialized equipment and facilities to meet their needs. Institutions supporting individuals with access and functional needs are required by state and federal regulations to have disaster preparedness plans that provide for evacuation and relocation of the institution's population to comparable facilities in an emergency.
2. Mass care shelters for the general population are generally staffed and equipped to handle individuals with access and functional needs. Other individuals, particularly medical patients and prisoners, should not be relocated to shelters used by the general public. In the event that institutional facilities encounter difficulty in evacuating and relocating their clients, local officials may need to assist those facilities in arranging transportation and locating suitable reception facilities. It may also be necessary to assist in relocating some medical patients who are living at home.
3. Public shelters can generally accommodate individuals with needs who require minimal care and are attended by their families or other caregivers. It is the policy of Brazoria County to never divide a family in shelters due to functional or access needs.

E. Handling of Pets

1. Evacuees who go to the homes of relatives, friends or commercial accommodations with their pets do not normally pose difficulties during an evacuation. However, evacuees with pets seeking public shelter can create potential problems. A number of studies have indicated that some people, particularly the elderly, will not leave their homes if they cannot take their pets with them. Hence, it is desirable to make reasonable accommodations for evacuees who come to public shelters with pets.
2. Depending on the situation, the County will use one or more of the following approaches to handle evacuees arriving with pets:
 - a) Provide an area in or near the shelter for companion animals in kennels, whenever practical.
 - b) Provide pet owners information on nearby kennels, animal shelters, and veterinary clinics that have agreed to temporarily shelter pets.
 - c) Direct pet owner to a public shelter that has covered exterior corridors or adjacent support buildings where pets may be temporarily housed.
 - d) Set up temporary pet shelters at other facilities that are available.
3. In all cases, the pet owner is responsible for the care, handling, and feeding of their pet.
 - a) The County will assist those who require assistance with obtaining food and medical care for their pets.
 - b) Any animal determined to be potentially dangerous to humans by the Shelter Branch Director will be referred to local Animal Control authorities

F. Public Information

1. The PIO staff will develop emergency public information messages to advise those who are or will be evacuating of the location of public shelters and general shelter policies.
2. The PIO staff will provide information on the emergency situation to Shelter Branch Director so they can pass such information on to shelter occupants.

G. Welfare Inquiries (WI)

The County will attempt to answer welfare inquiries to the extent possible using the registration data obtained at County shelters. The County Call Center will receive and document inquiries. For more information on WI, see Section IX.E of this annex.

H. Actions by Phases of Emergency Management

1. Prevention:
 - a) Identify volunteer organizations that could assist in shelter and mass care operations and develop cooperative agreements.
 - b) In coordination with volunteer organizations, identify suitable shelters and feeding facilities.
 - c) Sign agreements with volunteer organizations authorizing use of local government facilities for shelter and mass care operations.
 - d) Encourage schools, churches, and volunteer groups to sign written agreements for use of their facilities as emergency shelters.
2. Preparedness:
 - a) Provide shelter management training to selected local officials. Encourage those organizations or agencies that will be making their facilities available for use as shelters to send their personnel to shelter management training.
 - b) In coordination with volunteer organizations, identify potential shelters, and develop general shelter and mass care procedures for the local area.
 - c) Coordinate basic communication and reporting procedures.
 - d) Develop facility setup plans for potential shelters.
 - e) Identify population groups requiring assistance during an emergency (i.e., senior citizens, special needs, etc.) and ensure that preparations are made to provide assistance.
3. Response:
 - a) Open and staff shelters and mass care facilities.
 - b) Provide information to the public on shelter locations and policies.
 - c) Assist in the registration of evacuees.
 - d) Provide food, clothing, first aid, and other essential services to evacuees.
 - e) Maintain communications between mass care facilities and the MACC.
 - f) Provide periodic reports to the EMC on shelter occupancy and meals served.
 - g) Provide information to evacuees needing additional services.

4. Recovery:

- a) Assist evacuees in returning to their homes if necessary.
- b) Assist those who cannot return to their homes with temporary housing.
- c) Deactivate shelters and mass care facilities and return them to normal use.
- d) Inform public of any follow-on recovery programs that may be available.

VI. ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES
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A. General

- 1. Our normal emergency organization, described in Section VI.A of the Basic Plan and depicted in Attachment 3 to the Basic Plan, will apply to shelter and mass care operations.
- 2. Operations will be organized in accordance with NIMS guidelines.
- 3. The Shelter Branch Director is responsible for coordinating the efforts of local government, volunteer groups, and other agencies involved in shelter and mass care operations.

B. Task Assignments

- 1. The County Judge will:
 - a) Direct the opening of local shelter and mass care facilities and the closing of such facilities when they are no longer needed.
 - b) Approve release of emergency public information materials on shelter locations and guidance on what people should bring and not bring to public shelters prepared by the public information staff.
 - c) Coordinate shelter and mass care efforts with other local governments, where appropriate.
 - d) Request shelter and mass care support from other local governments or the State if local resources are insufficient.
- 2. The EMC will:
 - a. Coordinate shelter and mass care planning with the Shelter Branch Director, the PIO, other local officials, and volunteer organizations.
 - b. Develop Memorandums of Understanding with agencies for the use of facilities as deemed necessary by Brazoria County.
 - c. When the situation warrants, recommend to the County Judge that shelter and mass care operations be implemented. Recommendations on the number of facilities to be activated and specific facilities to be used should be coordinated if possible with the volunteer organizations that will operate those facilities.
 - d. Coordinate with the Shelter Branch Director and MACC Staff to provide support for shelter and mass care activities.
 - e. Direct the County Call Center to respond to welfare inquiries.
 - f. Receive reports on shelter and feeding operations from the Shelter Branch Director. During major emergencies, summarize shelter and mass care activities in the periodic Situation Report; see Annex N, Direction & Control, concerning this report.
 - g. When conditions warrant, recommend to the County Judge that shelter and mass care facilities be closed

3. The Shelter Branch Director will:

- a. Identify volunteer organizations that are willing to support local shelter and mass care activities. See Appendix 1 to Annex O.
- b. In coordination with volunteer organizations that normally operate shelters and feeding facilities, identify potential shelter and mass care facilities.
- c. Coordinate cooperative agreements with volunteer organizations relating to shelter and mass care support
- d. Coordinate and disseminate common shelter operating guidelines to volunteer organizations operating shelters.
- e. Ensure mass care facilities are adequately staffed and equipped.
- f. Coordinate mass feeding where needed.
- g. Coordinate with Case Workers and Crisis Counselors to provide basic needs of residents in the shelters.
- h. Identify requirements for facility security requirements for shelters to Brazoria County Sheriff's Office.
- i. Coordinate requirements for facility fire protection requirements for shelters with the Brazoria County Fire Marshal.
- j. Coordinate resource support for shelter operations.
- k. Receive reports on shelter and mass care operations and provide summary information for inclusion in the periodic Situation Report.

4. Shelter Division Supervisors will:

- a. Determine staffing and support requirements for their assigned shelter.
- b. Register shelter occupants and assist in answering welfare inquiries.
- c. Identify additional resource requirements to the Shelter Branch Director.
- d. Coordinate with the Shelter Branch Director to provide individual and family support services as needed.
- e. Submit a daily mass care facility status report to the Shelter Branch Director that indicates the number of shelter occupants, the number of meals served, and the condition of the facility, and also identifies any problem areas.
- f. Maintain records of supplies received and expended.
- g. When directed, terminate operations, turn in equipment and unused supplies, coordinate with the county to restore the facility to the condition it was received, and submit a final mass care facility status report.

5. The Feeding Group Supervisor will:

- a. Coordinate feeding of all shelter residents and staff.
- b. Coordinate with other agencies who wish to provide food for shelter operations to ensure food safety, adequate quantities of food, scheduling, and avoid duplication of services.
- c. Coordinate with commercial food service providers to schedule feeding operations, food safety, and avoid duplication of services.
- d. Ensure that all resources utilized for feeding operations are documented including cost of food, sources and value of donated goods, and contact information for donations.
- e. Report the number of meals served each day to the Shelter Branch Director.
- f. Provide situational awareness to feeding partners.

6. The Medical Services Group Supervisor will:

- a. Ensure sufficient staffing to provide assistance with activities of daily living for shelter residents with functional and access needs.
- b. Coordinate the provision of primary medical care for shelter residents.
- c. Assist shelter staff with triage of residents who may require medical care.
- d. Provide aggregate reporting of medical and FNSS services provided to shelter residents to the Shelter Branch Director daily.

7. The County Sheriff will:

- a. Provide security and law enforcement at shelter and mass care facilities.
- b. Provide back-up communications, if needed.
- c. Provide laundry services for shelter linens.

8. The County Fire Marshal will:

- a. Inspect shelter and mass care facilities for fire and life safety.
- b. Provide and maintain shelter fire extinguishers and fire protection systems.
- c. Train shelter management personnel in fire safety and fire suppression procedures.

9. The Transportation Officer will:

- a) Arrange for transportation of evacuees to shelter sites when needed.
- b) Arrange transportation for evacuees in shelters to remote feeding sites, if necessary.
- c) Arrange transportation for shelter equipment, food, clothing, blankets, comfort kits, and other shelter supplies to shelter and mass care facilities.
- c) Upon request, provide transportation for return of evacuees without vehicles to their homes.
- d) Assist with transportation of shelter residents to local facilities for *non-emergent* medical care and other activities.

9. The County Health Department will:

- a) Provide disease surveillance and mitigation in mass care facilities.

10. The PIO will:

- a) Provide information to the public on the locations of shelters and shelter operating policies.
- b) Provide updates on the emergency situation to Shelter Branch Director to be passed on to shelter occupants.
- c) Provide public information on closure of shelters and return of evacuees to their homes.

11. The Animal Control Officer will:

- a) Coordinate arrangements to provide temporary facilities for evacuees arriving at shelter and mass care facilities with pets.
- b) Be prepared to provide Shelter Division Supervisors with information on procedures for handling evacuees with pets.

12. The Salvation Army:

- a) Provide mass feeding for victims and emergency workers, when requested
- b) Provide emergency assistance for other essential needs, when requested.

13. The School Districts will shelter students in school buildings when the situation warrants (example: severe weather or hazmat release).

14. The Facilities Maintenance Department will, to the extent possible, ensure power, water supply, signage, and sanitary services are operable at shelter and mass care facilities during emergency conditions.

VII. DIRECTION AND CONTROL

A. General

1. The County Judge shall establish priorities for and provide policy guidance for shelter and mass care activities.
2. The County Judge or EMC will provide general direction to the Shelter Branch Director regarding shelter and mass care operations.
3. The Shelter Branch Director will plan and manage the conduct of shelter and mass care activities, coordinating as necessary with volunteer organizations that participate in shelter operations or mass feeding and other departments and agencies.
4. Shelter and feeding facility Supervisors will be responsible for the operation of their individual facilities based on policy and procedures provided by the Shelter Branch Director.
5. Methods of direction and control will be consistent with NIMS guidelines.

B. Line of Succession

1. The line of succession for the Shelter Branch Director is:
 - a. Executive Director of the Homeland Preparedness Project
 - b. The Homeland Preparedness Project Executive Directors designee.
2. The line of succession for other shelter and mass care personnel will be in accordance with existing policies and SOPs.

VIII. READINESS LEVELS

A. Level 4: Normal Conditions

See the mitigation and preparedness activities in sections V.H.1 and V.H.2 of this annex.

B. Level 3: Increased Readiness

1. Alert key staff and volunteer organizations involved in shelter and mass care activities of threat.
2. Review personnel availability and assignments.
3. Assess potential shelter and mass care requirements.
4. Review and update lists of lodging and feeding facilities and check on availability of facilities.
5. Monitor the Situation.

C. Level 2: High Readiness

1. Place staff on standby and make preliminary assignments. Identify personnel to staff the MACC when activated.
2. Update estimate of shelter and mass care requirements.
3. In coordination with volunteer organizations, check on availability of facilities and identify facilities that will actually be used.
4. In coordination with volunteer organizations, develop tentative shelter and feeding facility opening sequence
5. Identify requirements for pre-positioning equipment and supplies.
6. Draft information for the PIO to release to the public concerning shelter locations.

D. Level 1: Maximum Readiness

1. Deploy selected personnel to the MACC to monitor the situation and support precautionary activities. Place other staff on-call.
2. Update estimate of shelter and mass care requirements.
3. In coordination with volunteer organizations, update potential facility use plans and tentative facility opening sequence.
4. In coordination with volunteer organizations, develop updated staff assignments for emergency operations.
5. Consider precautionary staging of personnel, equipment, and supplies.
6. Coordinate with the Communications Officer on anticipated communications requirements.
7. Coordinate with the Transportation Officer on anticipated transportation requirements.
8. If appropriate, provide the PIO information about potential shelter locations.

IX. ADMINISTRATION AND SUPPORT

A. Records

1. The Shelter Supervisors will keep an accurate count of volunteer hours of shelter workers and a daily log of occupancy. These reports will be delivered to the County EMC when all the shelters are closed.
2. Shelter and feeding facility managers shall maintain a record of supplies received and expended. Copies of these records will be provided to the Shelter Branch Director, who shall maintain a consolidated file.
3. Documentation of Costs: All departments and agencies will maintain records of personnel, equipment used and supplies expended during shelter and mass care operations as a basis for possible cost recovery/reimbursement of expenses from a responsible party, insurer, the state or federal government.

B. Reports

1. Shelter Supervisors will report occupancy counts and number of meals served to the Shelter Branch Director in the MACC daily.
2. The MACC will include shelter occupancy information in the periodic Situation Report sent to the Disaster District and other agencies. Information on the Situation Report is provided in Annex N, Direction & Control.
3. The preferred reporting method is via WebEOC

C. Training & Exercises

1. The EMC will coordinate with HPP to ensure that shelter management appropriate training is made available to local officials and volunteers who participate in shelter and mass care activities. All departments and organizations should ensure that their personnel are trained to accomplish the tasks assigned to them.
2. Emergency exercises shall periodically include a shelter and mass care scenario based on the hazards faced by this jurisdiction. Volunteer organizations that participate in shelter and mass care operations shall be invited and encouraged to participate in such exercises.

D. Communications

The primary communications between shelter and mass care facilities and the MACC will be by telephone. If telephones cannot be used, radios should be provided; amateur radio operators may be able to assist with communications needs.

E. Welfare Inquiries

Brazoria County uses Texas ETN to register residents that are housed in a county shelter. Should relatives, friends, employers, or others call the MACC via the Call Center to inquire about an individual in a shelter; the information will be collected and documented on a shared spreadsheet provided by the Shelter Branch Director.

F. External Assistance

If shelter and mass care needs cannot be satisfied with local resources and those obtained pursuant to inter-local agreements and from volunteer organizations, authorized local officials may request state assistance from the Disaster District Committee Chairman. For more details on requesting state assistance, see Section V.F of the Basic Plan.

X. ANNEX DEVELOPMENT & MAINTENANCE

- A. The Brazoria County Emergency Management Coordinator is responsible for developing and maintaining this annex. Recommended changes to this annex should be drafted as needs become apparent.
- B. This annex will be revised annually as needed and updated in accordance with the schedule outlined in Section X of the Basic Plan.
- C. Departments and agencies assigned responsibilities in this annex are responsible for developing and maintaining SOPs covering those responsibilities.

XI. REFERENCES

- A. Shelter Field Guide, FEMA P-785
- B. Brazoria County Field Operations Guide for a General Population Shelter.

Appendices:

- Appendix 1.....Reception and Care Facilities
- Appendix 2.....Shelter & Mass Care Agreement
- Appendix 3 Hurricane Reception and Care

RECEPTION AND CARE FACILITIES

- A. Buildings listed in this appendix have been surveyed for their suitability as temporary reception and care facilities. The buildings surveyed fall into the following categories:
1. Public schools with multi-purpose rooms, showers, and cafeteria facilities.
 2. Church facilities such as parish centers with kitchens.
 3. Clubs operated by fraternal and social organizations that have suitable eating and bathroom facilities.
 4. Governmental or non-profit facilities such as community centers or activity centers for senior citizens.
 5. Governmental and/or public buildings considered being essential operations facilities for managing a crisis, i.e., city halls, courthouses, fire and police stations, and hospitals.
- B. The following are definitions used in the facilities listing:
1. Estimated Shelter Capacity: The estimated short-term capacity of the facility based on 40 square feet per person.
 2. Estimated Feeding Capacity: The estimated number of people for which the facility can prepare food e.g. three simple meals per day.
 3. Shelter Agreement:
 - a. Indicates the building owner(s) have a shelter agreement with the County.
 - b. An "N" or a "No" response in this column indicates that the building is not presently covered by a shelter agreement.

RECEPTION AND CARE FACILITIES LISTING

<u>NAME/ADDRESS</u>	<u>EST. CAP.</u>	<u>EST. FEEDING CAPACITY</u>	<u># OF TOILETS</u>	<u># OF SHOWERS</u>	<u>GENERATOR?</u>	<u>SHELTER AGREEMENT?</u>
Willow Drive Baptist Church 200 Willow Drive. Lake Jackson, Tx 77566	100	100	16	0	No	Yes
First Baptist Church of Rosharon 16211 2 nd Street Rosharon, TX 77583	100	100	10	4	No	Yes
BISD Clute Intermediate 521 South 16 th Street Clute, Tx 77531	300	300	14	15	No	Yes
Columbia High School 521 South 16th Street West Columbia, TX 77486	500	500	12	18	No	Yes

SHELTER & MASS CARE DOCUMENTS
--

MOU with Homeland Preparedness Project for Sheltering

(Redacted)

C-2-1

HURRICANE RECEPTION & CARE

Brazoria County is a hurricane evacuation area and this section is not applicable.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.18.

11/14/2023

UASI Community Preparedness Citizens Corps Project

WHEREAS, The Brazoria County Commissioners Court finds it in the best interest of the citizens of Brazoria County, that UASI grant funding be accepted and the Community Preparedness Citizen Corps project be operated for FY 2024; and

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

WHEREAS, Brazoria County Commissioners Court designates L. M. "Matt" Sebesta, Jr. as the grantee's authorized official. The authorized official is given the power to apply for accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Brazoria County Commissioners Court approves submission of the grant application and acceptance of grant funding for the Community Preparedness Citizen Corps project to the Office of the Governor.

Grant Numbers: 2970808 / 2985908



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.19.

11/14/2023

Authorize County Engineer to Issue Permit to Temporarily Close CR 714B for the Lakes of Savannah South Community Association, Inc. (Precinct 4)

Whereas, Ch. 251.158 of the Texas Transportation Code authorizes Commissioners Court to permit the temporary use of a county road for a civic event, including a festival; and

Whereas, Lakes of Savannah South Community Association, Inc. will be hosting a community event for the residents of Lakes of Savannah: Toy Drive on Saturday, December 2, 2023. Lakes of Savannah South Community Association, Inc. has requested that the County close CR 714B, also known as Southern Oak Lane, from 9:00 AM - 1:00 PM (Precinct 4); and

It is therefore resolved, that CR 714B, also known as Southern Oak Lane, will be closed for a civic event on Saturday, December 2, 2023 from 9:00 AM until 1:00 PM.

Further, that Lakes of Savannah South Community Association, Inc. will be responsible for placing all road blocks and maintaining the protection of the patrons on the blocked road; and

Further, that Lakes of Savannah South Community Association, Inc. will be responsible for ensuring that CR 714B is adequately cleaned and made safe for travel following the end of the civic event.

Further, that a certified copy of this order be furnished to the County Engineer and the County Sheriff.



Lakes of Savannah South Community Association, Inc.
14000 Southern Oak Lane
Rosharon, Texas 77583

October 27, 2023

To the esteemed members of the Brazoria County Commissioners' Court,

On behalf of the Lakes of Savannah South Community Association, we would like to thank you for giving us this opportunity to address the Court.

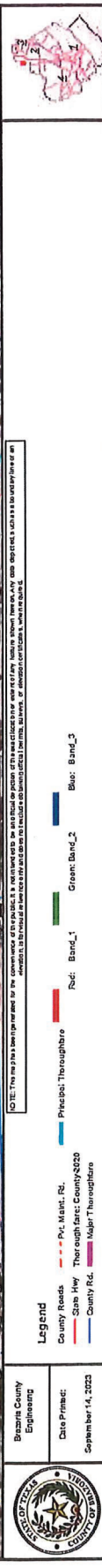
On Saturday, December 2, 2023, from 9:00am-1:00pm, The Homeowners Association (HOA) will be sponsoring a community event for the residents of Lakes of Savannah. This will be a morning filled with family activities as we enjoy our "Toy Drive". We are requesting to would block off Southern Oak Lane so there is no traffic on this street at the time of the event. Southern Oak Lane has no homes; therefore no one's personal property will be inconvenienced. Also, there are several alternate routes that can be taken to enter and exit the subdivision. The HOA has a method by which we will communicate with the community to provide enough advanced notice of the street closure.

We are requesting that this Court provide approval to the Lakes of Savannah South Community Association to cordon off Southern Oak Lane on Saturday, December 2, 2023 from 9:00am-1:00pm. We are certain that this approach will allow our families to enjoy the activities planned for them in the safest environment in which we can offer. Thank you for taking the time to consider this correspondence. Your assistance is greatly appreciated. If our request is granted, the order can be sent to F.J. Jones at 5519 Autumn Ash Lane Rosharon, TX. 77583.

Respectfully,

F.J. Jones

F.J. Jones, Vice President
Lakes of Savannah South Community Association, Inc.
jonesf12@gmail.com





COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.20.

11/14/2023

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

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

CITY OF DANBURY

Culvert Reset - 1600 Avenue L

CITY OF IOWA COLONY

Culvert Reset - 9226 Iowa Colony Boulevard

CITY OF MANVEL

Culvert Set - 8101 Kirchner Road

CITY OF WEST COLUMBIA

Culvert Set - 224 Brown Street

VILLAGE OF BONNEY

Culvert Reset - 329 CR 618

VILLAGE OF JONES CREEK

Drainage/Grading Check - Ivy Court

Shoulder Repair - 30 Nelson Court

Culvert Set - 46 Nelson Court

VILLAGE OF SURFSIDE BEACH

Culvert Set - 914 Seashell

Culvert Set - 914 Seashell

Tricia Simmons

From: Suzanne Powell <mayor@danburytx.gov>
Sent: Tuesday, October 31, 2023 10:23 AM
To: Tricia Simmons
Cc: Erin Nolan
Subject: [EXTERNAL] interlocal request for Danbury

Good morning, Tricia, The city of Danbury would like to request an interlocal help with culverts at our wastewater treatment site. Address is 1600 AVE L. Danbury TX 77534 on the turn around drive, the culvert has collapsed, and needs to be replaced. If you could please request this for approval I would appreciate it.

Have a good day.

Sue Powell

Mayor City of Danbury TX

979-922-1551 ext 4

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AGREED _____

Brazoria County Engineer

Date Approved 11-14-23 Date Completed _____

WO# _____

COMMENTS



CITY OF IOWA COLONY

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

IB24-IC
(IOWA COLONY)
City ID Code 275

226

September 18, 2023

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

Dear Mr. Hanks,

The City of Iowa Colony requested Brazoria County to reset culverts at 9226 Iowa Colony Blvd. Iowa Colony, TX 77583. The Big Red Dot is the location.

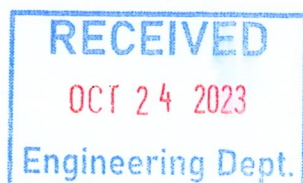
Please call Jim at (863) 899-2717 to unlock the gate



For further information, you may contact Public Works at 281-369-2471

Sincerely,

Jeremy Franks
Public Works



AGREED _____

Brazoria County Engineer

Date Approved 11-14-23 Date Completed _____

WO# _____

COMMENTS

CITY OF MANVEL

<http://www.cityofmanvel.com>

PO Box 187
Manvel, Texas 77578

Phone: (281) 489-0630
Fax: (281) 489-0634

IB24-MA
(MANVEL)
City ID Code 274

227

November 2, 2023

Inter-Local Agreement Coordinator
200 E. Locust Room 10
Angleton, Tx. 77515

Email: engineer-interlocals@brazoria-county.com

RE: Culvert Set Request

Dear Ms. Trammel:

The city of Manvel is requesting assistance from Brazoria County to set culverts.

- 8101 Kirchner Rd., Manvel TX 77578
- Alvin San Miguel (281)541-3845
- 4 Culverts
- 18" Diameter

The culverts are on site. Any assistance that you can give us would be greatly appreciated. If you have any questions, please do not hesitate to contact me.

Sincerely,



Elaine Graham
Permit Services Manager
City of Manvel

AGREED _____

Brazoria County Engineer

Date Approved 11-14-23 Date Completed _____

WO# _____

COMMENTS

City of West Columbia
P.O. Box 487
512 E. Brazos Avenue
West Columbia TX 77486



Phone (979) 345-3123
Fax (979) 345-3178
www.westcolumbiatx.org
West Columbia City Hall

October 27, 2023

Commissioner, David Linder
Brazoria County Precinct 4
110 N. 10th St.
West Columbia, TX 77486

RE: FY 2024 Interlocal Agreement

Dear David,

We need your help setting a new culverts at 224 Brown St. for a new home. Again, the SH36 widening project is keeping our crew busy and we are way behind on service requests.

I am enclosing a photo of the property with it staked as to where the culverts are needed. It would need stabilizer, of course, and cover material over it. The property owner then finishes it out with the driveway. The appropriate sized culverts are on site.

As always, we appreciate your assistance to the City of West Columbia!

Sincerely,

A handwritten signature in black ink, appearing to read "Debbie A. Sutherland".

Debbie A. Sutherland
City Manager

Attachment: photo

- Location 224 S. Brown St., West Columbia, TX Brazoria County
- Name and Contact Number (person requesting the work) Orlando Grihsby, 979-417-7585
- Number of Culverts to be Set Five (5)
- Diameter of Culverts to be Set Fifteen inch (15")

AGREED

Brazoria County Engineer

Date Approved 11-14-23 Date Completed _____

WO# _____

COMMENTS

Tricia Simmons

From: Raymond Cantu <rcantu@bonneytexas.gov>
Sent: Friday, October 20, 2023 12:34 PM
To: Engineer-Interlocals
Cc: Gary Kersh; David Linder
Subject: [EXTERNAL] Clogged Culverts

Follow Up Flag: Follow up
Flag Status: Flagged

All,
Reference the culverts on 329 CR618 Rosharon.
The resident is saying that the culvert is clogged and not draining. Looks like the culvert has collapse.

*Mayor Cantu
Village of Bonney
19025 FM 521
Bonney, Texas
Office: 281-595-2269
Cell: 281-413-5151*

Hours: 1:30 – 4:30 PM Mondays, Wednesdays and Fridays

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AGREED _____
Brazoria County Engineer
Date Approved 11-14-23 Date Completed _____
WO# _____
COMMENTS

Village of Jones Creek
7207 Stephen F Austin Rd.
Jones Creek, TX 77541

Brazoria County Request Form

Inspection Type Drainage Grade

Request Date 10/26/23

Jones Creek Permit #

Contact Information

Lauren Grayson- City Secretary

Tiffany Lewis – Utilities Clerk

979-233-2700

Inspection Address

Jc.cityhall@coastal-link.net

Ivy Court
Jones Creek TX 77541

COMMENTS:

Please check the grade on the
Drainage for Ivy Court

If there are any questions or concerns regarding this request, please contact City Hall at the phone number above.

Thank you,

Jeffrey Lewis

Village of Jones Creek Permit Department

AGREED _____

Brazoria County Engineer

Date Approved 11-14-23 Date Completed _____

WO# _____

COMMENTS



Village of Jones Creek
7207 Stephen F Austin Rd.
Jones Creek, TX 77541
979-233-2700
jc.cityhall@coastal-link.net

IB24-JC
(JONES CREEK)
City ID Code 259

231

Brazoria County Request Form

Inspection Type: Driveway transition to road

Request Date 10/25/2023

Jones Creek Permit #

Permit #

City Contact Information

Lauren Grayson - City Secretary

Tiffany Lewis – Utilities

Inspection Address

Doug Kirk 30 Nelson Ct

Jones Creek, TX 77541

Phone # 979-482-2590

COMMENTS:

Home Owner's name is Doug Kirk, he is wanting cold patch asphalt to be place to transition his driveway to the street from his new build.

If home owner cannot be reached about questions or concerns regarding this request, please contact City Hall at the phone number above.

Thank you,

Village of Jones Creek Permit Department

AGREED _____

Brazoria County Engineer

Date Approved 11-14-23 Date Completed _____

WO# _____

COMMENTS



Village of Jones Creek
7207 Stephen F Austin Rd.
Jones Creek, TX 77541
979-233-2700
jc.cityhall@coastal-link.net

IB24-JC
(JONES CREEK)
City ID Code 259

232

Brazoria County Request Form

Inspection Type: New Culvert Placement

Request Date 10/20/2023

Jones Creek Permit #

Permit # 2023-061

City Contact Information

Lauren Grayson - City Secretary

Tiffany Lewis – Utilities

Inspection Address

Travis Burgess 46 Nelson Ct
Jones Creek, TX 77541
Phone # 972-880-8340

COMMENTS:

Home Owner's name is Travis Burgess, has 5 pcs of 24 inch culvert to be placed at address above. For any question please reach out to the homeowner at above phone number.

If home owner cannot be reached about questions or concerns regarding this request, please contact City Hall at the phone number above.

Thank you,

Village of Jones Creek Permit Department

AGREED _____

Brazoria County Engineer

Date Approved 11-14-23 Date Completed _____

WO# _____

COMMENTS



CULVERT REQUEST FORM

Date: 11/2/23

Property Owner Name: Andrew Phan

Address where culverts are to be set: 914 Seashell

Contact Number: Garrett Davison

Email Address: davisongulfcoast@gmail.com

Number of 4' culverts requested: 8 @ Seashell

Fill material ordered and prepaid for at: SCR/CL/SRM

Owner/Applicant is responsible for purchase of reinforced concrete culverts and fill material.

NOTE TO INSTALLERS: Existing Culverts To Be Removed
And Placed On Owners Property Prior To Installing New Culverts.

OFFICE USE ONLY:

Date given to FPM: 11-2-23

Size required: 15" Clean out port needed? No

Number required: 8 Date culverts set on property: _____

Is the area marked? Yes

Date request sent to county: 11/2/23

City Official Signature: [Signature]

AGREED _____

Brazoria County Engineer

Date Approved 11-14-23 Date Completed _____

WO# _____

COMMENTS



CULVERT REQUEST FORM

Date: 11/2/23

Property Owner Name: Andrew Rhan

Address where culverts are to be set: 914 Seashell

Contact Number: Garrett Davison

Email Address: davisongulfcoast@gmail.com

Number of 4' culverts requested: 3 at curb

Fill material ordered and prepaid for at: Sorrell / SRM

****Owner/Applicant is responsible for purchase of reinforced concrete culverts and fill material.****

OFFICE USE ONLY:

Date given to FPM: 11-2-23

Size required: 18" Clean out port needed? No

Number required: 3 Date culverts set on property: _____

Is the area marked? Yes

Date request sent to county: 11/2/23

City Official Signature: [Signature]

AGREED _____

Brazoria County Engineer

Date Approved 11-14-23 Date Completed _____

WO# _____

COMMENTS



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.21.

11/14/2023

Conditional Acceptance of Roads - Windrose Green Section Three - Abstract 318 (Precinct 2)

Whereas, the plat of Windrose Green Section Three, Abstract 318 (Precinct 2), was approved by the City of Angleton on September 19, 2023; and filed for record in Brazoria County Official Public Records, County Clerk's File #2023042781 on September 21, 2023; and

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

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

Therefore, those roads listed below shall be accepted into a one-year warranty period upon Commissioners' Court approval, and all maintenance shall be done at the expense of the owner, and said one-year period shall begin upon Courts' approval.

<u>Street Name</u>	<u>ROW</u>	<u>Length (Ft.)</u>	<u>Length (Mi.)</u>
Windrose Bend (ext) 60'		1602.86 ft.	0.3036 mile
Summer Breeze Way 60'		1502.39 ft.	0.2845 mile
Savannah Rose Drive 60'		879.46 ft.	0.1666 mile
New Dawn Drive	60'	71.98 ft.	0.0136 mile
Gentle Wind Court	60'	509.62 ft.	0.0965 mile

Whereas, a bond for the warranty period, in the amount of \$285,739.60 has been provided and approved by the District Attorney's Office, and said bond is for 25% of the construction cost of the road and drainage improvements in the subdivision.

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

STATE OF TEXAS §
COUNTY OF BRAZORIA §

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

STATE OF TEXAS §
COUNTY OF BRAZORIA §

THIS PLAT IS HEREBY ADOPTED BY THE OWNERS AND APPROVED BY THE CITY OF ANGLETON (CALLED "CITY") SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE OWNERS, THEIR HEIRS, GRANTEES AND SUCCESSORS: THE PORTION OF THE PLAT CALLED "DRAINAGE AND DETENTION EASEMENT", THE DRAINAGE AND DETENTION EASEMENT WITHIN THE LIMITS OF THIS ADDITION, WILL REMAIN OPEN AT ALL TIMES AND WILL BE MAINTAINED BY A SAFE AND SANITARY CONDITION BY THE OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE AND DETENTION EASEMENT. THE CITY SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID EASEMENT OR FOR ANY DAMAGE TO PRIVATE PROPERTY OR PERSON THAT RESULTS FROM CONDITIONS IN THIS EASEMENT, OR FOR THE CONSTRUCTION, MAINTENANCE, OR OPERATION OF THE NATURAL FLOW OF STORMWATER RUN-OFF SHALL BE PERMITTED BY CONSTRUCTION OF ANY TYPE OF BUILDING, FENCE, OR ANY OTHER STRUCTURE WITHIN THE DRAINAGE AND DETENTION EASEMENT AS HEREINAFTER DEFINED, UNLESS APPROVED BY THE CITY ENGINEER. PROVIDED, HOWEVER, IT IS UNDERSTOOD THAT IN THE EVENT IT BECOMES NECESSARY FOR THE CITY TO EXERCISE OR CONSIDER EXERCISING ANY TYPE OF DRAINAGE STRUCTURE IN ORDER TO IMPROVE THE STORM DRAINAGE THAT MAY BE OCCASIONED BY THE CITY SHALL HAVE THE RIGHT TO ENTER UPON THE DRAINAGE AND DETENTION EASEMENT AT ANY POINT, OR POINTS, TO INVESTIGATE, SURVEY OR TO ERECT, CONSTRUCT AND MAINTAIN ANY DRAINAGE FACILITY DEEMED NECESSARY FOR DRAINAGE PURPOSES. EACH PROPERTY OWNER SHALL KEEP THE DRAINAGE AND DETENTION EASEMENT CLEAN AND FREE OF DEBRIS, SILT, AND ANY SUBSTANCE WHICH WOULD RESULT IN UNSANITARY CONDITIONS OR OBSTRUCT THE FLOW OF WATER, AND THE CITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF INSPECTION AND SUPERVISION OF MAINTENANCE WORK BY THE PROPERTY OWNER TO ALLEVIATE ANY UNDESIRABLE CONDITIONS WHICH MAY OCCUR. THE NATURAL DRAINAGE THROUGH THE DRAINAGE AND DETENTION EASEMENT IS SUBJECT TO STORM WATER OVERFLOW AND NATURAL BANK EROSION TO AN EXTENT WHICH CANNOT BE DEFINITELY DEFINED. THE CITY SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OF ANY NATURE RESULTING FROM THE OCCURRENCE OF THESE NATURAL PHENOMENA, OR RESULTING FROM THE FAILURE OF ANY STRUCTURE, OR STRUCTURES, WITHIN THE EASEMENT.

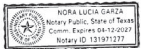
STATE OF TEXAS §
COUNTY OF BRAZORIA §

THE OWNER OF LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED. EMPLOYER ANGLETON, LLC A TEXAS LIMITED LIABILITY COMPANY BY: CODY VENTURES, LLC, MANAGER FOR: CODY VENTURES, LLC, MANAGER JORDAN MACK, MANAGER

STATE OF TEXAS §
COUNTY OF BRAZORIA §

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

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



ANGLETON DRAINAGE DISTRICT
ANGLETON DRAINAGE DISTRICT ACCEPTED THIS 13th DAY OF September, 2023, AS THE BOARD OF SUPERVISORS OF THE ANGLETON DRAINAGE DISTRICT, IN WITNESS WHEREOF, THE PRESIDENT, OR GUARANTEE:

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

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

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

David B. Sporn
CHAIRMAN, BOARD OF SUPERVISORS
Donald P. Slott
BOARD MEMBER

David B. Sporn
BOARD MEMBER

STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

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

JOSEPH B. MAY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5464



STATE OF TEXAS §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

THAT I, A. KHOSHAKHLAGH, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN PROVIDED IN THIS PLAT TO THE BEST OF MY KNOWLEDGE. THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE ANGLETON LDC, EXCEPT FOR ANY VARIANCES THAT WERE EXPRESSLY GRANTED BY THE CITY COUNCIL.

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



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

Michelle Perez
CHAIRMAN, PLANNING AND ZONING COMMISSION

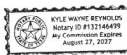
Michelle Perez
MICHELLE PEREZ, TSMC, CITY SECRETARY

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

Michelle Perez
MICHELLE PEREZ, TSMC, CITY SECRETARY

STATE OF TEXAS §
COUNTY OF BRAZORIA §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 29th DAY OF September, 2023, BY _____, CITY OF ANGLETON, ON BEHALF OF THE CITY.



STREET NAME	ROW WIDTH	LENGTH (ft)	LENGTH (mi)
Windrose Bend (ext)	60'	1602.86	0.3036
Summer Breeze Way	60'	1502.39	0.2845
Savannah Rose Drive	60'	879.46	0.1666
New Dawn Drive	60'	71.98	0.0136
Gentle Wind Court	60'	509.62	0.0965

METES AND BOUNDS DESCRIPTION

Being a 23.70-acre tract of land located in the T.S. Lee Survey, Abstract No. 318 in Brazoria County, Texas, said 23.70-acre tract being a portion of a called 154.6-acre tract of land recorded in the name of Emptor Angleton, LLC, in Instrument No. 202001362 of the Official Public Records of Brazoria County (O.P.R.B.C.) said 23.70-acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, North American Datum 1983 (NAD 83), South Central Zone):

- Beginning at a 1/2-inch iron rod found the southeast corner of a called a called 40174-acre tract of land recorded in the name of Good Shepherd Lutheran Church in Volume 8628, Page 234 of the Official Records of Brazoria County (O.P.R.B.C.) and the southwesterly exterior corner of said 154.6-acre tract, and being on the northerly right-of-way line of Henderson Road (80.00 foot wide);
1. Thence, with the westerly line of said 154.6-acre tract and the easterly line of said 40174-acre tract, North 02 degrees 46 minutes 29 seconds West, a distance of 500.35 feet to a 1/2-inch iron rod inside a 4-inch iron pipe found at an interior corner of said 154.6-acre tract and the northeast corner of said 40174-acre tract;
 2. Thence, with a southerly line of said 154.6-acre tract and the northerly line of said 40174-acre tract, South 87 degrees 07 minutes 32 seconds West, a distance of 350.09 feet to an easterly line of a called 9.032-acre tract of land recorded in the name of Angleton Drainage District in Volume 8629, Page 510 of the O.P.R.B.C.;
 3. Thence, with the westerly line of said 154.6-acre tract and said easterly line of the 9.032-acre tract, North 02 degrees 53 minutes 17 seconds West, a distance of 1,157.44 feet to the southwest corner of Reserve "M", of Windrose Green Section One, a subdivision recorded in Plat No. 2021062480 of the Brazoria County Plat Records;

Thence, with the south line of said Reserve "M", the following eleven (11) courses:

4. North 87 degrees 09 minutes 48 seconds East, a distance of 658.12 feet;
5. South 81 degrees 53 minutes 56 seconds East, a distance of 786.77 feet;
6. South 83 degrees 12 minutes 15 seconds East, a distance of 78.77 feet;
7. South 88 degrees 16 minutes 59 seconds East, a distance of 78.13 feet;
8. North 86 degrees 25 minutes 02 seconds East, a distance of 78.13 feet;
9. North 81 degrees 27 minutes 27 seconds East, a distance of 78.15 feet;
10. North 70 degrees 38 minutes 37 seconds East, a distance of 72.88 feet;
11. North 44 degrees 06 minutes 33 seconds East, a distance of 69.78 feet;
12. North 21 degrees 44 minutes 36 seconds East, a distance of 32.57 feet;
13. North 62 degrees 31 minutes 20 seconds East, a distance of 15.14 feet;
14. South 76 degrees 41 minutes 55 seconds East, a distance of 15.00 feet to an east line of said Reserve "M";
15. Thence, with an east line of said Reserve "M", 31.77 feet along the arc of a curve to the left, said curve having a central angle of 06 degrees 44 minutes 33 seconds, a radius of 270.00 feet and a chord that bears North 09 degrees 55 minutes 49 seconds East, a distance of 31.25 feet;
16. Thence, continuing with said east line of Reserve "M", 19.13 feet along the arc of a curve to the left, said curve having a central angle of 00 degrees 37 minutes 30 seconds, a radius of 1,770.00 feet and a chord that bears North 06 degrees 14 minutes 47 seconds East, a distance of 19.33 feet to the southeast corner of Reserve "K" of aforesaid Windrose Green Section One, same being the south terminus of Windrose Bend (60' wide) of said Section One;
17. Thence, with the south terminus of said Windrose Bend, South 84 degrees 03 minutes 57 seconds East, a distance of 60.00 feet to the west line of Reserve "D" of said Windrose Green Section One;
18. Thence, with the west line of said Reserve "D", 19.96 feet along the arc of a curve to the right, said curve having a central angle of 00 degrees 37 minutes 30 seconds, a radius of 1,830.00 feet and a chord that bears South 06 degrees 14 minutes 47 seconds West, a distance of 19.96 feet;
19. Thence, continuing with said west line, at 84.26 feet along the arc of a curve to the right, to the southwest corner of Reserve "D", continuing a total distance of 179.28 feet, through aforesaid 154.6-acre tract, said curve having a central angle of 33 degrees 07 minutes 38 seconds, a radius of 330.00 feet and a chord that bears South 22 degrees 07 minutes 21 seconds West, a distance of 177.08 feet;

Thence, through said 154.6-acre tract, the following seven (7) courses:

20. 44.15 feet along the arc of a curve to the left, said curve having a central angle of 101 degrees 11 minutes 11 seconds, a radius of 25.00 feet and a chord that bears South 12 degrees 54 minutes 23 seconds East, a distance of 38.63 feet;
21. South 26 degrees 29 minutes 59 seconds West, a distance of 60.00 feet;
22. 37.53 feet along the arc of a curve to the right, said curve having a central angle of 06 degrees 30 minutes 57 seconds, a radius of 330.00 feet and a chord that bears North 00 degrees 14 minutes 32 seconds West, a distance of 37.53 feet;
23. 29.10 feet along the arc of a curve to the left, said curve having a central angle of 06 degrees 41 minutes 16 seconds, a radius of 23.00 feet and a chord that bears South 89 degrees 40 minutes 19 seconds West, a distance of 27.48 feet;
24. 100.13 feet along the arc of a curve to the right, said curve having a central angle of 17 degrees 23 minutes 09 seconds, a radius of 330.00 feet and a chord that bears South 45 degrees 03 minutes 15 seconds West, a distance of 99.75 feet;
25. South 22 degrees 25 minutes 04 seconds East, a distance of 160.17 feet;
26. South 02 degrees 47 minutes 14 seconds East, a distance of 15.00 feet to a southerly line of aforesaid 154.6-acre tract and the northerly line of a called 12.40-acre tract of land recorded in the name of Wesley Johnson in Instrument No. 2020025985 of the O.P.R.B.C.;
27. Thence, with the common line of said 154.6-acre tract and said 12.40-acre tract, South 87 degrees 12 minutes 46 seconds West, a distance of 241.63 feet to a 3/4-inch iron pipe found at an interior corner of said 154.6-acre tract, the northeast corner of said 12.40-acre tract, and the northeast corner of a called 14.571-acre tract of land recorded in the name of E. J. King, Sr. and Jackie M. King in Instrument No. 2014054480 of the O.P.R.B.C.;
28. Thence, continuing with said southerly line of the 154.6-acre tract and with the northerly line of said 14.571-acre tract, South 87 degrees 15 minutes 57 seconds West, a distance of 499.89 feet to a 5/8-inch iron rod found at the northwest corner of said 14.571-acre tract;
29. Thence, with an easterly line of said 154.6-acre tract and the westerly line of said 14.571-acre tract, South 02 degrees 45 minutes 27 seconds East, a distance of 1,271.10 feet to a 5/8-inch iron rod found on the northerly right-of-way line of Henderson Road, South 87 degrees 06 minutes 09 seconds West, a distance of 198.28 feet to the Point of Beginning and containing 23.70 acres of land.

FINAL PLAT OF WINDROSE GREEN SECTION THREE

BEING 23.70 ACRES

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

122 LOTS 3 BLOCKS 4 RESERVES

AUGUST, 2023

ENGINEER/SURVEYOR:

Costello

OWNER:
EMPTOR ANGLETON, LLC.,
A TEXAS LIMITED LIABILITY COMPANY

4444 WESTHEMER ROAD, STE. G325
HOUSTON, TEXAS 77063

PLANNER:
META
PLANNING + DESIGN
24275 KATY FREEWAY, SUITE 200
KATY, TEXAS 77454
Tel: 281-410-1422

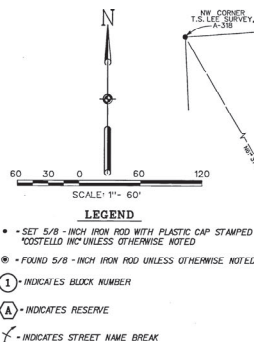
COSTELLO, INC.
2107 CITYWEST BOULEVARD
HOUSTON, TEXAS 77042
TYPED FIRM REGISTRATION NO. 280
TYPED FIRM REGISTRATION NO. 100868

SHEET 1 OF 3

100.000 ACRES
ANGLETON INDEPENDENT
SCHOOL DISTRICT
DOCUMENT NO. 2008002878
O.P.R.B.C.

WINDROSE GREEN
SEC ONE
PLAT NO. 2021062480
B.C.P.R.

WINDROSE GREEN
SEC ONE
PLAT NO. 2021062480
B.C.P.R.



9.032 ACRES DISTRICT
VOLUME REC.

GENERAL NOTES:

- ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM (NAD83, 1993 ADJ.) SOUTH CENTRAL ZONE.
- ALL EASEMENTS SHOWN ON LOT LINES ARE CENTERED UNLESS OTHERWISE NOTED.
- EASEMENTS ARE HEREBY RESERVED AS SHOWN TO FACILITATE ROADWAYS, DRAINAGE, AND INSTALLATION OF UTILITIES, INCLUDING BUT NOT LIMITED TO ELECTRICAL LINES, WASTEWATER DISPOSAL LINES, GAS, AND WATER LINES. THERE IS ALSO A RESERVED TEN (10) FOOT STRIP CENTERED ALONG ALL TRACT LINES FOR A GENERAL DRAINAGE AND UTILITY EASEMENT.
- ALL RESERVES SHALL BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION OR MUD.
- ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE DEDICATED TO THE PUBLIC AND SHALL BE MAINTAINED BY THE RANCHO ISABELLA MUNICIPAL UTILITY DISTRICT.
- A ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ADJUT ADJACENT PROPERTY, THE CONDITIONS OF THIS DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RE-SUBDIVIDED BY A RECORDED PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THEREON SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS.
- HORIZONTAL DATUM:
ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), SOUTH CENTRAL ZONE.
VERTICAL DATUM:
ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), GROUND 128, BASED ON ALL TERRA'S RTK NETWORK STATIONS RAGE 302 AND R00C 14012.
- ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, TEXAS, MAP NUMBER 480600000E, DATED DECEMBER 30, 2020, THIS PROPERTY LIES PARTIALLY WITHIN THE UNSHADED ZONE "X", WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAN, THE SHADED ZONE "X", WHICH IS DEFINED AS AREAS DETERMINED TO BE INSIDE THE 500-YEAR FLOOD PLAN, AS WELL AS ZONE "AE", WHICH IS DEFINED AS AREAS DETERMINED TO BE WITHIN THE FLOODPLAIN WITH BASE FLOOD ELEVATION OF 26 FEET.
- NO PIPELINE OR PIPELINE EASEMENT EXISTS WITHIN THE BOUNDARIES OF THIS PLAT.
- SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANGLETON, TEXAS AND OWNER.
- RESERVES "A", "B" AND "C" WILL BE OWNED AND MAINTAINED BY THE RANCHO ISABELLA MUNICIPAL UTILITY DISTRICT.
- RESERVE "D" WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

WINDROSE GREEN SECTION THREE RESERVE TABLE		
DESCRIPTION	LAND USE	ACREAGE/SQUARE FOOTAGE
RESERVE "A"	LANDSCAPE / OPEN SPACE /	0.40 AC. / 17,361 SQ. FT.
RESERVE "B"	LANDSCAPE / OPEN SPACE /	0.76 AC. / 33,046 SQ. FT.
RESERVE "C"	LANDSCAPE / OPEN SPACE /	0.06 AC. / 2,600 SQ. FT.
RESERVE "D"	PARK	0.57 AC. / 24,743 SQ. FT.
TOTAL:		1.79 AC. / 77,750 SQ. FT.

ABBREVIATION TABLE	
D.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY
D.R.B.C.	DEED RECORDS BRAZORIA COUNTY
D.C.P.R.	BRAZORIA COUNTY PLAT RECORDS
C.F. NO.	CLIENT'S FILE NUMBER
A.E.	AERIAL EASEMENT
U.E.	UTILITY EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
STW.S.E.	STORM SEWER EASEMENT
W.L.E.	WATER LINE EASEMENT
D.E.	DRAINAGE EASEMENT
ESM.	EASEMENT
R.L.	BUILDING LINE
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
D.R.B.C.	OFFICIAL RECORDS OF BRAZORIA COUNTY
F.F.E.	FINISHED FLOOR ELEVATION

PLANNER:
META
PLANNING+DESIGN
24275 KATY FREEWAY, SUITE 200
KATY, TEXAS 77454
Tel: 281-610-1422

12.40 ACRES
WESLEY JOHNSON
INSTRUMENT NO. 2002052985
O.P.R.B.C.

14.571 ACRES
E.J. KING, SR. & JACKIE M. KING
INSTRUMENT NO. 2014054480
O.P.R.B.C.

154.6 ACRES
EMPTOR ANGLETON, LLC
INSTRUMENT NO. 2020013621
O.P.R.B.C.

FINAL PLAT OF WINDROSE GREEN SECTION THREE

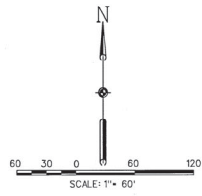
BEING 23.70 ACRES
LOCATED IN THE
T. S. LEE SURVEY, A-318
BRAZORIA COUNTY, TEXAS
122 LOTS 3 BLOCKS 4 RESERVES
SCALE: 1" = 60' AUGUST, 2023

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

ENGINEER/SURVEYOR:

Costello

COSTELLO, INC.
2107 CITYWEST BOULEVARD
3RD FLOOR
HOUSTON, TEXAS 77042
(713) 783-7786 FAX: 783-3280
TYPE FIRM REGISTRATION NO. 280
TDPLS FIRM REGISTRATION NO. 100480



LEGEND

- SET 5/8 - INCH IRON ROD WITH PLASTIC CAP STAMPED "005TELD INC" UNLESS OTHERWISE NOTED
- ⊙ - FOUND 5/8 - INCH IRON ROD UNLESS OTHERWISE NOTED

① - INDICATES BLOCK NUMBER

A - INDICATES RESERVE

X - INDICATES STREET NAME BREAK

RESERVE "A"
HERITAGE PARK
SUBDIVISION
SECTION NO. 2
DOCUMENT NO. 2017045675
B.C.P.R.

WINDROSE GREEN SECTION THREE
RESERVE TABLE

DESCRIPTION	LAND USE	ACREAGE/SQUARE FOOTAGE
RESERVE "A"	LANDSCAPE / OPEN SPACE / DRAINAGE	0.40 AC. / 17,361 SQ. FT.
RESERVE "B"	LANDSCAPE / OPEN SPACE / DRAINAGE	0.76 AC. / 33,048 SQ. FT.
RESERVE "C"	LANDSCAPE / OPEN SPACE / DRAINAGE	0.06 AC. / 2,600 SQ. FT.
RESERVE "D"	PARK	0.57 AC. / 24,743 SQ. FT.
TOTAL:		1.79 AC. / 77,750 SQ. FT.

LINE DATA TABLE

NUMBER	DIRECTION	DISTANCE
L1	N29°44'35"E	32.57
L2	N89°30'20"E	15.14
L3	S58°25'58"W	60.00
L4	S50°47'14"E	60.00
L5	N47°04'48"E	14.14
L6	N47°50'12"W	14.14
L7	S50°30'32"E	20.00
L8	N47°22'20"E	4.99
L9	S51°52'22"W	5.00
L10	N47°45'27"W	14.14
L11	S50°20'12"E	14.81
L12	N60°45'27"W	15.00
L13	N10°42'23"W	35.46
L14	N17°54'05"E	40.40
L15	N17°54'05"W	41.17

CURVE DATA TABLE

NUMBER	ARC LENGTH	RADIUS	CHORD	CHORD BEARING	CHORD LENGTH
C1	31.77	270.00	54.43	N29°50'49"E	55.76
C2	19.31	1770.00	37.30	N06°14'47"E	19.31
C3	19.96	1832.00	37.30	S08°14'17"W	19.96
C4	179.28	330.00	338.73	S22°07'27"W	177.08
C5	44.15	25.00	100.00	N11°54'25"E	100.00
C6	37.53	330.00	338.73	N60°14'32"W	37.51
C7	28.10	25.00	100.00	N67°40'28"E	100.00
C8	400.13	330.00	174.23	S65°01'15"W	89.75
C9	78.54	25.00	100.00	N47°04'48"E	100.00
C10	76.47	330.00	338.73	S47°47'20"E	70.66
C11	190.80	1000.00	50.96	S87°22'04"E	190.81
C12	31.45	1000.00	50.96	N87°24'16"E	31.45
C13	367.77	300.00	709.83	N47°37'50"E	344.78
C14	71.98	300.00	134.47	S56°37'37"E	71.98
C15	19.63	800.00	67.30	N06°14'47"E	19.63
C16	16.09	800.00	67.30	S06°14'47"E	16.09
C17	39.85	25.00	100.00	S42°54'37"W	39.78
C18	18.30	25.00	100.00	N17°43'50"W	18.30
C19	226.23	100.00	100.00	S20°37'23"E	77.01
C20	9.53	15.00	15.00	S18°44'44"E	9.53
C21	24.05	15.00	15.00	N68°27'13"E	24.05
C22	16.27	25.00	100.00	S42°09'48"W	16.26
C23	30.24	25.00	100.00	S47°47'20"E	30.23
C24	117.81	78.00	150.00	S42°09'48"W	105.07
C25	117.81	78.00	150.00	S47°47'20"E	105.07
C26	39.30	25.00	100.00	S47°47'20"E	39.38
C27	18.37	25.00	100.00	N42°14'13"E	18.36
C28	39.24	25.00	100.00	N42°14'13"E	39.33
C29	39.27	25.00	100.00	S47°45'27"E	39.36
C30	226.85	100.00	100.00	S20°37'23"E	77.27
C31	25.21	25.00	100.00	S63°29'23"E	24.15
C32	9.18	25.00	100.00	N76°43'29"E	9.13
C33	39.27	25.00	100.00	N42°14'13"E	39.36
C34	39.27	25.00	100.00	S47°45'27"E	39.36
C35	39.21	25.00	100.00	S42°14'13"E	39.21

0.002 ACRES
ANGLETON DRAINAGE DISTRICT
VOL. 86329, PG. 340
O.R.B.C.

4.0174 ACRES
GOOD SHEPHERD
LUTHERAN CHURCH
VOL. 86288, PG. 254
O.R.B.C.

14.571 ACRES
E.J. KING, SR. & JACKIE M. KING
INSTRUMENT NO. 2014054480
O.P.R.B.C.

FINAL PLAT OF
WINDROSE GREEN
SECTION THREE

BEING 23.70 ACRES

LOCATED IN THE
T. S. LEE SURVEY, A-310
BRAZORIA COUNTY, TEXAS

122 LOTS 3 BLOCKS 4 RESERVES

SCALE: 1" = 60' AUGUST, 2023

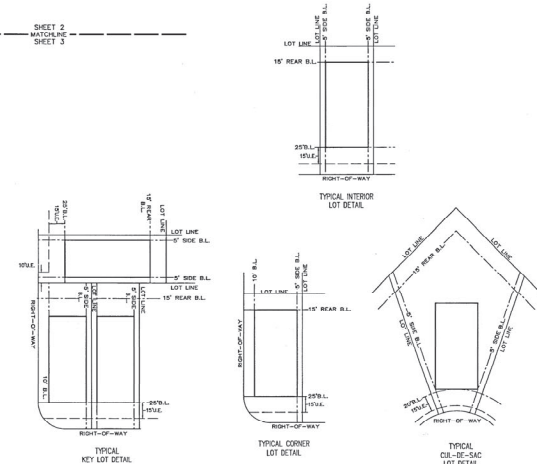
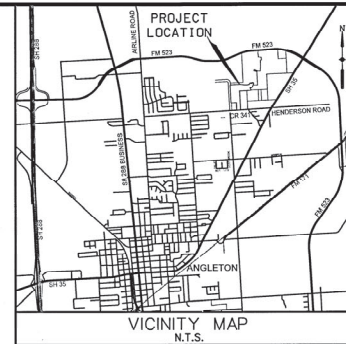
ENGINEER/SURVEYOR:

Costello

COSTELLO, INC.
2107 CITYWEST BOULEVARD
3RD FLOOR
HOUSTON, TEXAS 77050
(713) 653-7788 FAX: 713-653-7789
TREC FIRM REGISTRATION NO. 280
TREC FIRM REGISTRATION NO. 100488

SHEET 3 OF 3

ABBREVIATION TABLE	
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY
D.R.B.C.	DEED RECORDS BRAZORIA COUNTY
B.C.P.R.	BRAZORIA COUNTY PLAT RECORDS
C.F. NO.	CLERK'S FILE NUMBER
A.E.	AERIAL EASEMENT
U.E.	UTILITY EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
STW.S.E.	STORM SEWER EASEMENT
W.L.E.	WATER LINE EASEMENT
D.E.	DRAINAGE EASEMENT
E.M.T.	EASEMENT
B.L.	BUILDING LINE
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
O.P.R.B.C.	OFFICIAL RECORDS OF BRAZORIA COUNTY
F.F.E.	FINISHED FLOOR ELEVATION



PLANNER:
META
PLANNING + DESIGN
24275 KATY FREEWAY, SUITE 200
KATY, TEXAS 77450
Tel: 281-610-1422

OWNER:
EMPTOR ANGLETON, L.L.C.,
A TEXAS LIMITED LIABILITY COMPANY

4444 WESTHEIMER ROAD, STE. G325
HOUSTON, TEXAS 77056

2023042781
Brazoria County - Joyce Hudson, County Clerk
Notary Public - 003141
Notary Seal - 003141
Notary Commission Expires - 08/31/2025

BOND

NO. 190052174

THE STATE OF TEXAS

§

COUNTY OF BRAZORIA

§

KNOW ALL MEN BY THESE PRESENTS:

§

THAT WE, **Hurtado Construction Company**, whose *(street address/phone)* is **5629 FM 359 S, Brookshire, TX 77423 / 281-533-9498** and **Rancho Isabella Municipal Utility District**, whose *(street address/phone)* is **1300 Post Oak Blvd., Suite 2400, Houston, TX 77056 / 713-623-4531**, hereinafter collectively called the Principal, and **Liberty Mutual Fire Insurance Company**, a Corporation existing under and by virtue of the laws of the State of Wisconsin, and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at *(street address/phone)* **175 Berkeley Street, Boston, MA 02116 / 617-357-9500**, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is *(name/office)* **Joshua Reynolds - Liberty Mutual Fire Insurance Company**, and whose *(street address/phone)* **10713 W. Sam Houston Pkwy N., Suite 650 Houston, TX 77064 / 713-744-1762**, hereinafter called the Surety; are held and firmly bound unto **Matt Sebesta**, County Judge of Brazoria County, Texas or his successors in office, in the full sum of Two Hundred Eighty-Five Thousand Seven Hundred Thirty-Nine Dollars and Sixty Cents (\$285,739.60) current, lawful money of the United States of America, to be paid to said L.M "Matt" Sebesta, Jr., County Judge of Brazoria County, Texas, or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns and legal representatives, jointly and severally, by these presents.

WHEREAS, the said Principal is the owner of the following Subdivision(s):

Windrose Green Section Three located in Brazoria County, Texas; and

WHEREAS, the Commissioners Court of Brazoria County, Texas, has promulgated certain rules, regulations and requirements relating to Subdivisions in Brazoria County, Texas, as more specifically set out in "Brazoria County Regulations of Subdivisions" as amended; same being made a part hereof for all purposes, as though fully set out herein; wherein it is provided, among other things, that the owner of a Subdivision will construct the roads, streets, bridges and drainage in the right-of-way depicted on the plat thereof, in accordance with the specifications set out therein, and maintain such roads, streets, bridges and drainage in the right-of-way until such time as said roads, streets, bridges and drainage in the right-of-way have been approved by the County Engineer and accepted for maintenance by the Commissioners Court of Brazoria County, Texas (or in the case of subdivisions, streets or roads designated as

private in the plat approved by the County Engineer and accepted by the Homeowners Association).

It is further stipulated and understood that the approval of the map or plat of the above named Subdivision(s) is conditioned upon and subject to the strict compliance by the Principal herein with the aforesaid specifications, and that the terms of said specifications, including all deletions, additions, changes or modifications of any kind or character, constitute a contract between the County of Brazoria and Principal; and it is understood by the Principal that the approval of said map or plat of the above Subdivision(s) was obtained only by the undertaking of the Principal to so comply with the said regulations and specifications within a reasonable time, as set by the Commissioners Court of Brazoria County, Texas, and that without such undertaking such approval would have not been granted.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, his, her, their, or its heirs, executors, administrators, successors, assigns, and legal representatives, and each and every one of them to do in all things well and truly observe, perform, fulfill, keep and comply with all and singular the rules, regulations, requirements and specifications above referred to, including any deletions, additions, changes or modifications of any kind or character, in the construction and maintenance of all roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s) and that upon approval of the construction of said roads, streets, bridges and drainage in the right-of-way by the County Engineer, and upon the approval of such maintenance by the County Engineer, and upon acceptance of such roads, streets, bridges and drainage in the right-of-way by the Commissioners Court of Brazoria County, Texas, then this obligation to be void and of no force and effect.

The Principal and Surety hereon each agree, bind and obligate themselves to pay L.M. "Matt" Sebesta. Jr., County Judge of Brazoria County, State of Texas, or his successors in office, for the use and benefit of Brazoria County, all loss or damages to it occasioned by reason of the failure of the Principal to comply strictly with each and every provision contained in the rules, regulations, requirements and specifications above referred to relating to the construction and maintenance of roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s), and further agree, bind and obligate themselves to defend, save and keep harmless the County of Brazoria from any and all damages, expenses, and claims of every kind and character which the County of Brazoria may suffer, directly or indirectly, as a result of the Principal's failure to comply with the rules, regulations and specifications relating to the construction and maintenance of the roads, streets, bridges and drainage in the right-of- way in the above named Subdivision(s).


The word Principal when used herein means, Principal or Principals whether an individual, individuals, partnership, corporation, or other legal entity having the capacity to contract. The words Roads, Streets, Bridges and Drainage in the right-of-way used herein mean each and every road, street, bridge and drainage in the right-of-way in said Subdivision(s). The word Maintenance as used herein means all needful, necessary and proper care and repair from completion of the roads or streets and approval thereof by the County Engineer until acceptance of the roads and streets by the Commissioners Court. The word Surety when used herein means Surety or Sureties, and it is understood by the parties that any and all liabilities of any kind or character assumed or imposed upon the Principal by the terms hereof extends in full force and vigor to each and every Surety jointly and severally.

In the event of suit hereunder, such suit shall be brought in Brazoria County, Texas. EXECUTED this 21st day of December, 2022.

ATTEST:

Principal: Hurtado Construction Company

Rosa Hurtado
Name: Rosa Hurtado
Title: Secretary

By: 
Name: Miguel Hurtado
Title: President

Principal: Rancho Isabella Municipal Utility District

By: _____

Name:

Title:

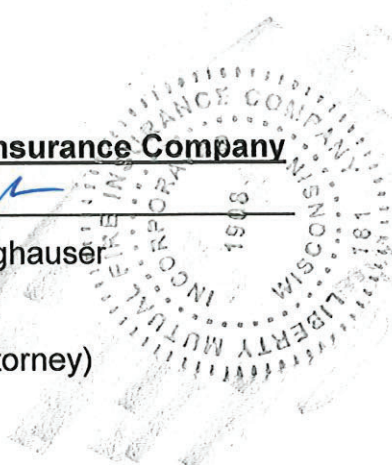
Surety: Liberty Mutual Fire Insurance Company

By: 

Name: Kelly Nicole Enghauser

Title: Attorney-in-Fact

(Surety to Attach Power of Attorney)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Fire Insurance Company
Wausau, Wisconsin

Certificate No: **8208082-190003**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: Liberty Mutual Fire Insurance Company, being a Wisconsin Corporation having its principal office in the City of Wausau, State of Wisconsin does hereby make, constitute and appoint Blake S. Bohlig; Brian D. Carpenter; Craig Olmstead; Erik T. Gunkel; Heather R. Goedtel; Jessica Hoff; Kelly Nicole Enghauser; Laurie Pflug; Megan Scott; Michelle Halter; Michelle Ward; Nicole Langer

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in their/its name, place and stead, to sign, execute, acknowledge and deliver in their/its behalf, and as their/its act and deed, without power of redelegation, as follows:

Bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations, as required, unlimited as to Dollar amount

and to bind the Company(ies) making this appointment thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Company(ies), and all the acts of said attorney(s), pursuant to the authority herein given, are hereby ratified and confirmed.

AUTHORITY FOR MAKING APPOINTMENT OF ATTORNEYS-IN-FACT

Appointment of Attorneys-in-Fact by Liberty Mutual Fire Insurance Company are made pursuant to Article V, Section 10 of Liberty Mutual Fire Insurance Company's By-Laws, as amended and by Unanimous Consent of the Board of Directors dated May 21st, 2013. Further, the President of Liberty Mutual Fire Insurance Company, executed a Delegation of Authority and authorized the assistant secretary signing below to appoint attorneys-in-fact as may be necessary to act on behalf of Liberty Mutual Fire Insurance Company to make execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances, and other surety obligations.

IN WITNESS WHEREOF, Liberty Mutual Fire Insurance Company has caused these presents to be signed by its authorized representatives, and its Corporate Seal to be hereto affixed, this 24th day of May, 2022.

Liberty Mutual Fire Insurance Company



By:

David M. Carey
David M. Carey, Assistant Secretary

Attest:

Heather B. Magee
Heather B. Magee

State of PENNSYLVANIA ss
County of MONTGOMERY

The foregoing instrument was acknowledged before me this 24th day of May, 2022 by David M. Carey, an authorized representative of Liberty Mutual Fire Insurance Company.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, an Assistant Secretary of Liberty Mutual Fire Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney was one of the officers or officials specially authorized by the Board of Directors to appoint attorneys-in-fact as provided in the Unanimous Consent and Vote of the Board of Directors of Liberty Mutual Fire Insurance Company dated May 21, 2013.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the Board of Directors of Liberty Mutual Fire Insurance Company evidenced by the Unanimous Consent and Vote of the Board of Directors dated June 28, 2006 wherein it was

VOTED that the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature and facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any surety undertakings, bonds, recognizances and other surety obligations to which it is attached.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, affixed, this 21st day of December, 2022.



Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



ENGINEER'S CERTIFICATE OF COMPLETION

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY ENGINEER'S CERTIFICATE OF COMPLETION OF WATER DISTRICT PROJECT

Name of District:

Rancho Isabella Municipal Utility District

Owner of property if other than District:

Emptor Angleton, LLC

Kind of project, contract identification:

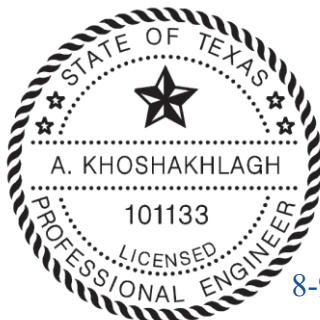
Construction of Windrose Green Section Three (Paving Improvements)

Name of Contractor: Hurtado Construction Company

Name of Consulting Engineer: Costello, Inc.

Address of Consulting Engineer: 2107 CityWest Blvd, 3rd Floor
Houston, TX 77042

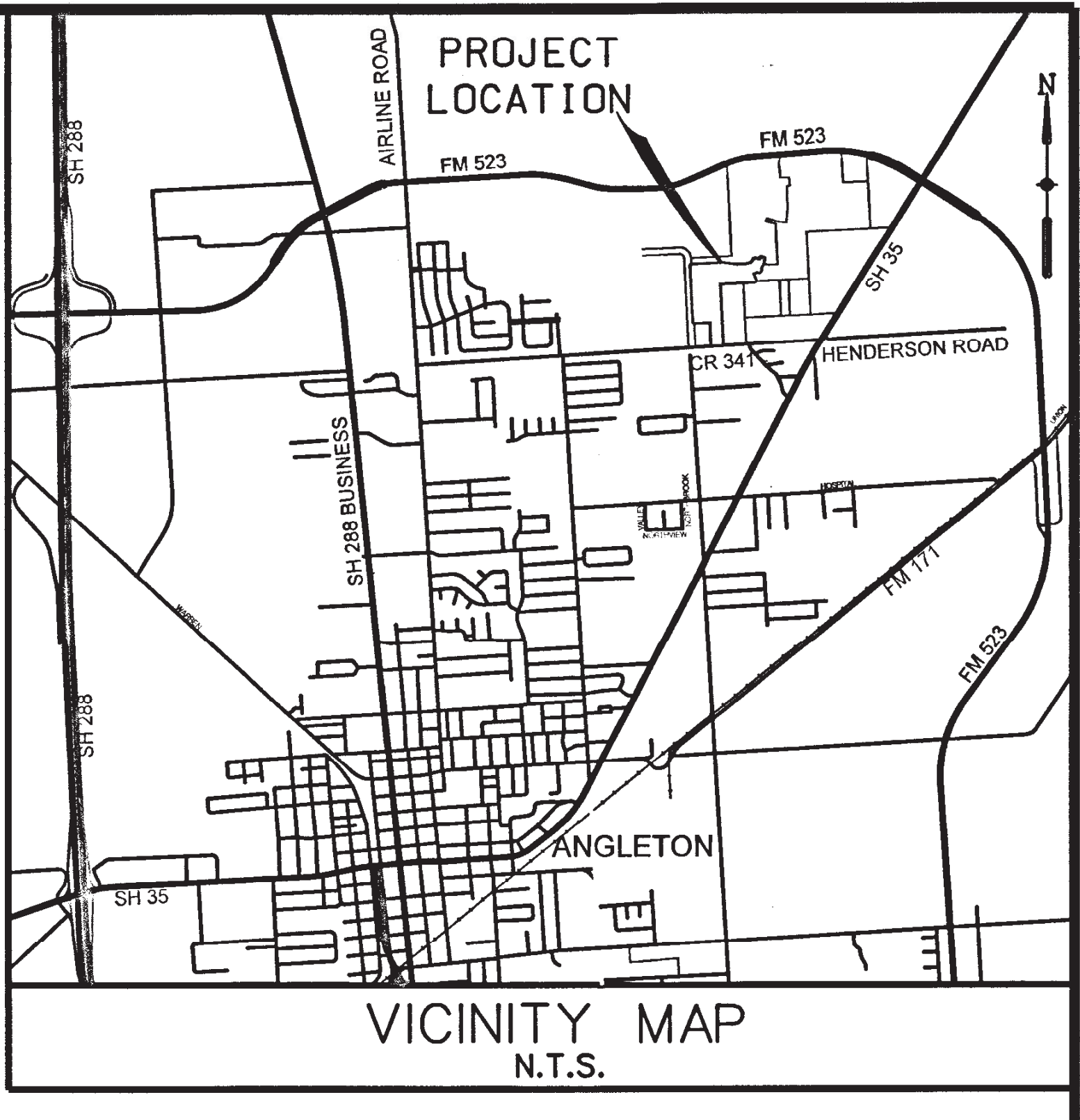
I certify that this project was at least 95% complete on August 9, 2023; that the project was under continual observation; that all observation of the work was performed by or under the supervision of A. "Alex" Khoshakhlagh, Licensed Professional Engineer; that to the best of my knowledge the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "record drawings" will be furnished to the District.



8-9-2023

A. "Alex" Khoshakhlagh, P.E.

W:\2021\2021050 Windrose Green Section 3\Paving\002 CPS\Pay Estimates\WRG3 Pav. - Certificate of Completion.docx





COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.22.

11/14/2023

Interlocal Agreement with the City of Richwood NO. IS24-0006

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

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

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

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

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT
BETWEEN BRAZORIA COUNTY AND THE CITY OF RICHWOOD
IS24-0006

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

RECITALS

WHEREAS, the CITY wishes to repair all roads as listed on Exhibit “B”; and

WHEREAS, the CITY has requested the COUNTY’S assistance to providing labor and equipment to repair all roads as listed on Exhibit “B”; and


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

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

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

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

X By: 
CITY OF RICHWOOD
MAYOR

By: _____
BRAZORIA COUNTY
COUNTY JUDGE

X Date signed: 11-3-2023

Date signed: _____

City of Richwood
Interlocal Agreement Project Request Summary FY-24

STREET/LOCATION	LIMITS (TO - FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects and/or Ditch Digging ONLY)	FOR OFFICE USE ONLY
Cypress St.	Intersection of Misty Ct. from 288B	1,110 ft.	21 ft.	<ul style="list-style-type: none"> • Mill and remove 4 inches Asphalt • Till and perform Portland cement reclamation of existing base • 4 inch asphalt overlay 	37,175.38
Misty Ct.	Dead end of Misty Ct. from intersection of Cypress St. and Misty Ct.	500 ft.	21 ft.	<ul style="list-style-type: none"> • Mill and remove 4 inches asphalt • Till and perform Portland cement reclamation of existing base • 4 inch asphalt overlay 	12,096.00
				*Milling Machine Rental	Additional

Note: Must have Mayoral approval

Return to: County Engineer's Office
 Engr@interlocals@razoriscoun.gov


 Approved By: Mayor
 10-31-2023
 Date

Exhibit 'B'

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE		TONS	PPT	
CYPRESS ST		1110							
	Asphalt	1110	21	3	110	330	427.35	74	\$ 31,623.90
	Crushed C		6	4	110	440	0.00	25.58	\$ -
	Portland	1110	21	8	4	32	41.44	130	\$ 5,387.20
	ABS-65	1110	9	0.05	1	0.05	55.50	2.96	\$ 164.28
								total	\$ 37,175.38

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE		TONS	PPT	
MISTY CT		500							
	Asphalt	500	21	2	110	220	128.33	74	\$ 9,496.67
	Crushed C		21	4	110	440	0.00	25.58	\$ -
	Portland	500	21	8	4	32	18.67	130	\$ 2,426.67
	ABS-65	500	21	0.05	1	0.05	58.33	2.96	\$ 172.67
Entire								total	\$ 12,096.00

TOTAL FEET	1610
TOTAL MILES	0.30

TOTAL ARP	\$ 49,271.38
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* PLUS MILLING MACHINE RENTAL *

		Amount	
Portland		60.11	\$ 7,813.87
ABS-65		113.83	\$ 336.95



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.23.

11/14/2023

Interlocal Agreement with the City of Manvel NO. IS24-0001

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

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

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

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

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

Exhibit 'A'

INTERLOCAL AGREEMENT
BETWEEN BRAZORIA COUNTY AND THE CITY OF MANVEL
IS24-0001

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

RECITALS

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

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

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

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

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

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

By:  _____

CITY OF MANVEL
MAYOR

By: _____

BRAZORIA COUNTY
COUNTY JUDGE

Date signed: 10/18/2023

Date signed: _____


City of Manvel
Interlocal Agreement Project Request Summary FY-24

STREET/LOCATION	LIMITS (TO - FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects and/or Ditch Digging ONLY)	FOR OFFICE USE ONLY
Wilson	From: State Highway 6 (Morris) To: Lewis Lane	1,700	26	Emulsion injected paving	93,748.00
Dogwood	From: McCoy To: Masters (FM1128)	2,700	26	Emulsion injected paving	151,380.00
Tankersley	From: McCoy To: Masters (FM1128)	2,300	26	Emulsion injected paving	128,954.00
Charlotte	From: McCoy To: Masters (FM1128)	2,300	26	Emulsion injected paving	128,954.00

Note: Must have Mayoral approval

Return to: County Engineer's Office

Engineer-interlocals@brazoriacountytx.gov


 Approved By: Mayor
9/10/2023
 Date

Materials Cost Estimate for Project: wilson

Limits	Len	Pct	Ctr	Area	Priority	Type	FY
Entire	0.32	2	Alv	Nor	3	IM	2023

Item Description	Len_Mi	Wid_Ft	Thk_In	Rate	Rate Unit	Qty	Unit	Price	ItemCost
ABS-65	0.32	24		1.4	Gal/SqYd	6,347	Gal	2.96	18,786
Base - crushed concr.	0.32	26	6			1,613	Ton	22.00	35,493
CSS1 for prime	0.32	22		0.1	Gal/SqYd	416	Gal	2.90	1,205
Asphalt - HMAC Type D	0.32	20	2.5			517	Ton	74.00	38,264

Project Cost:	93,748
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Materials Cost Estimate for Project: dogwood

Limits	Len	Pct	Ctr	Area	Priority	Type	FY
Entire	0.51	2	Alv	Nor	3	IM	2023

Item Description	Len_Mi	Wid_Ft	Thk_In	Rate	Rate Unit	Qty	Unit	Price	ItemCost
ABS-65	0.51	26		1.4	Gal/SqYd	10,920	Gal	2.96	32,323
Base - crushed concr.	0.51	26	6			2,562	Ton	22.00	56,371
CSS1 for prime	0.51	22		0.1	Gal/SqYd	660	Gal	2.90	1,914
Asphalt - HMAC Type D	0.51	20	2.5			821	Ton	74.00	60,772

Project Cost:	151,380
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Materials Cost Estimate for Project: tankersley-1

<i>Limits</i>	<i>Len</i>	<i>Pct</i>	<i>Ctr</i>	<i>Area</i>	<i>Priority</i>	<i>Type</i>	<i>FY</i>
<i>Entire</i>	0.44	2	Alv	Nor	3	A	2023

Item Description	Len_Mi	Wid_Ft	Thk_In	Rate	Rate Unit	Qty	Unit	Price	ItemCost
ABS-65	0.44	26		1.4	Gal/SqYd	9,302	Gal	2.96	27,535
Base - crushed concr.	0.44	26	6			2,183	Ton	22.00	48,019
CSS1 for prime	0.44	22		0.1	Gal/SqYd	562	Gal	2.90	1,630
Asphalt - HMAc Type D	0.44	20	2.5			700	Ton	74.00	51,769

Project Cost:	128,954
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Materials Cost Estimate for Project: charlotte-1

Limits	Len	Pct	Ctr	Area	Priority	Type	FY
Entire	0.44	2	Alv	Nor	3	IM	2023

Item Description	Len_Mi	Wid_Ft	Thk_In	Rate	Rate Unit	Qty	Unit	Price	ItemCost
ABS-65	0.44	26		1.4	Gal/SqYd	9,302	Gal	2.96	27,535
Base - crushed concr.	0.44	26	6			2,183	Ton	22.00	48,019
CSS1 for prime	0.44	22		0.1	Gal/SqYd	562	Gal	2.90	1,630
Asphalt - HMA Type D	0.44	20	2.5			700	Ton	74.00	51,769

Project Cost:	128,954
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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.24.

11/14/2023

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

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

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

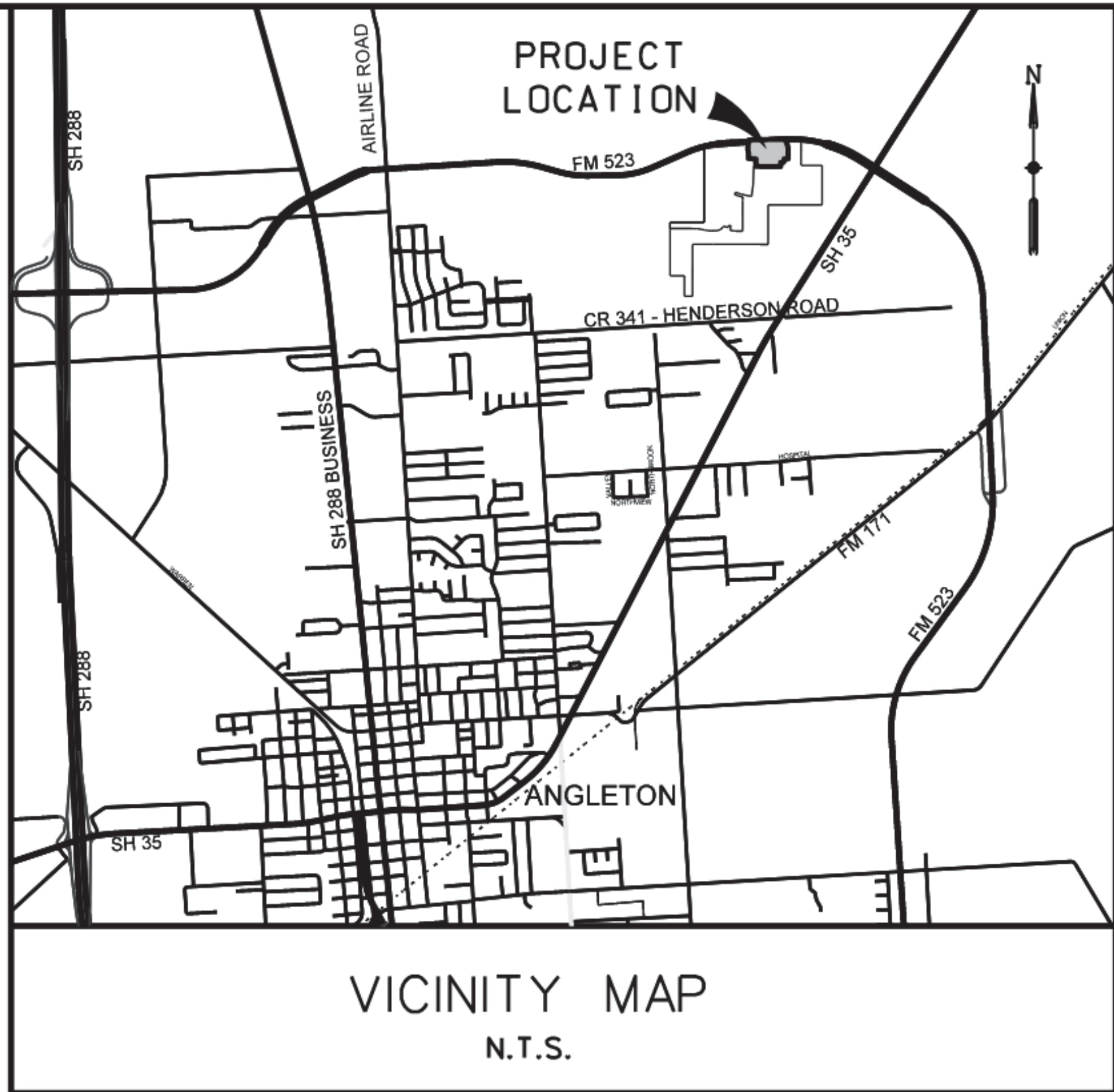
Whereas, the roads serving this section have now been constructed in accordance with the Brazoria County Subdivision Regulations; and

Therefore, those roads listed below shall be accepted into a one-year warranty period upon Commissioners' Court approval, and all maintenance shall be done at the expense of the owner, and said one-year period shall begin upon Courts' approval.

<u>Street Name</u>	<u>ROW</u>	<u>Length (Ft.)</u>	<u>Length (Mi.)</u>
Middle Pass Lane	60'	803.74 ft.	0.1522 mile
Cardinal Pointe Drive	60'	1246.61 ft.	0.2361 mile
Parks Edge Lane	60'	691.13 ft.	0.1309 mile

Whereas, a bond for the warranty period, in the amount of \$118,115.14 has been provided and approved by the District Attorney's Office, and said bond is for 25% of the construction cost of the road and drainage improvements in the subdivision.

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



STREET NAME	ROW WIDTH	LENGTH (ft)	LENGTH (mi)
Middle Pass Lane	60'	803.74	0.1522
Cardinal Pointe Drive	60'	1246.61	0.2361
Parks Edge Lane (ext)	60	691.13	0.1309

STATE OF TEXAS
COUNTY OF BRAZORIA

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

STATE OF TEXAS
COUNTY OF BRAZORIA

THIS PLAT IS HEREBY ADOPTED BY THE OWNERS AND APPROVED BY THE CITY OF ANGLETON (CALLED "CITY") SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE OWNERS, THEIR HEIRS, GRANTEES AND SUCCESSORS: THE PORTION OF THE PLAT CALLED "DRAINAGE AND DETENTION EASEMENT" THE DRAINAGE AND DETENTION EASEMENT WITHIN THE LIMITS OF THIS ADDITION WILL REMAIN OPEN AT ALL TIMES AND WILL BE MAINTAINED IN A SAFE AND SANITARY CONDITION BY THE OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE AND DETENTION EASEMENT. THE CITY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID EASEMENT OR FOR ANY DAMAGE TO PRIVATE PROPERTY OR PERSON THAT RESULTS FROM CONDITIONS IN THE EASEMENT, OR FOR THE CONTROL OF EROSION OR OBSTRUCTION TO THE NATURAL FLOW OF STORMWATER RUN-OFF SHALL BE PERMITTED BY CONSTRUCTION OF ANY TYPE OR BUILDING, FENCE, OR ANY OTHER STRUCTURE WITHIN THE DRAINAGE AND DETENTION EASEMENT AS HEREINAFTER DEFINED, UNLESS APPROVED BY THE CITY ENGINEER. PROVIDED, HOWEVER, IT IS UNDERSTOOD THAT IN THE EVENT IT BECOMES NECESSARY FOR THE CITY TO EXERCISE OR CONSIDER EXERCISING ANY TYPE OF DRAINAGE STRUCTURE IN ORDER TO IMPROVE THE STORM DRAINAGE THAT MAY BE OCCASIONED BY THE CITY SHALL HAVE THE RIGHT TO ENTER UPON THE DRAINAGE AND DETENTION EASEMENT AT ANY POINT, OR POINTS, TO INVESTIGATE, SURVEY OR TO ERECT, CONSTRUCT AND MAINTAIN ANY DRAINAGE FACILITY DEEMED NECESSARY FOR DRAINAGE PURPOSES. EACH PROPERTY OWNER SHALL KEEP THE DRAINAGE AND DETENTION EASEMENT CLEAR AND FREE OF DEBRIS, SILT, AND ANY SUBSTANCE WHICH WOULD RESULT IN UNSANITARY CONDITIONS OR OBSTRUCT THE FLOW OF WATER, AND THE CITY SHALL HAVE THE RIGHT OF EGRESS AND REGRESS FOR THE PURPOSE OF INSPECTION AND SUPERVISION WORK BY THE PROPERTY OWNER TO ALLEVIATE ANY UNDESIRABLE CONDITIONS WHICH MAY OCCUR. THE NATURAL DRAINAGE THROUGH THE DRAINAGE AND DETENTION EASEMENT IS SUBJECT TO STORM WATER OVERFLOW AND NATURAL BANK EROSION TO AN EXTENT WHICH CANNOT BE DEFINITELY DEFINED. THE CITY SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OF ANY NATURE RESULTING FROM THE OCCURRENCE OF THESE NATURAL PHENOMENA, OR RESULTING FROM THE FAILURE OF ANY STRUCTURE, OR STRUCTURES, WITHIN THE EASEMENT.

STATE OF TEXAS
COUNTY OF BRAZORIA

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

EMPLOYER ANGLETON, LLC
A TEXAS LIMITED LIABILITY COMPANY

BY: CDD VENTURES, LLC, MANAGER
BY: CONDUITS COMPANIES, LLC, MANAGER

Jordan Mack, Manager

Jordan Mack, Manager

STATE OF TEXAS
COUNTY OF BRAZORIA

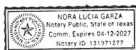
BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED JORDAN MACK, MANAGER KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND, IN THE CAPACITY, THEREIN STATED, GIVEN UNDER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

Nora Lucia Garza

NOTARY PUBLIC
STATE OF TEXAS

PRINT NAME
Nora Lucia Garza

MY COMMISSION EXPIRES: 04-12-2027



STATE OF TEXAS
COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

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

Jordan R. May, 08-24-2023

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



STATE OF TEXAS
COUNTY OF BRAZORIA

KNOW ALL MEN BY THESE PRESENTS:

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

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



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

Young Munson

CHAIRMAN, PLANNING AND ZONING COMMISSION

Michelle Perry

CITY SECRETARY

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

Michelle Perry

MAYOR

Michelle Perry

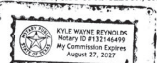
CITY SECRETARY

STATE OF TEXAS
COUNTY OF BRAZORIA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 19th DAY OF September, 2023, BY

CITY OF ANGLETON, ON BEHALF OF THE CITY.

NOTARY PUBLIC
STATE OF TEXAS



ANGLETON DRAINAGE DISTRICT

ANGLETON DRAINAGE DISTRICT ACCEPTED THIS THE 19th DAY OF September, 2023, THE BOARD OF SUPERVISORS OF THE ANGLETON DRAINAGE DISTRICT DOES NOT WARRANT, REPRESENT, OR GUARANTEE:

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

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

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

Chairman, Board of Supervisors

Supervisors

Board Member

Board Member

Supervisors

Board Member

METES AND BOUNDS DESCRIPTION
13.23 ACRES

Being a 13.23-acre tract of land located in the T.S. Lee Survey, Abstract No. 318 in Brazoria County, Texas; said 13.23-acre tract being a part of a called 154.6-acre tract of land recorded in the name of Employer Angleton, LLC, in File No. 202001361 of the Official Public Records of Brazoria County (O.P.R.C.); said 13.23-acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, North American Datum 1983, South Central Zone):

Commencing at a 5/8-inch iron rod with cap stamped "Baker-Lawson" found at the northwest corner of said 154.6-acre tract, the northeast corner of a called 100.000-acre tract of land recorded in the name of Angleton Independent School District in File No. 2000000375 of the O.P.R.C., and the northwest corner of Angleton Green Section One, a subdivision recorded in Plat No. 2021062480 of the Brazoria County Plat Records, same being on the southerly right of way (R.O.W.) line of FM 532 (Highway 35 Bypass, 200 feet wide);

Thence, with said R.O.W. line and the northerly lines of said 154.6-acre tract and said Section One, 692.12 feet along the arc of a curve to the right, said curve having a central angle of 14 degrees 20 minutes 42 seconds, a radius of 2,764.93 feet and a chord that bears North 78 degrees 06 minutes 06 seconds East, a distance of 600.31 feet to a found TxDOT concrete monument;

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

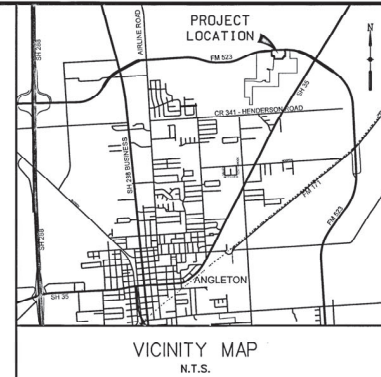
1. Thence, continuing with said R.O.W. line and said northerly line of the 154.6-acre tract, North 86 degrees 02 minutes 22 seconds East, a distance of 766.81 feet;
2. Thence, continuing with said R.O.W. line and said northerly line of the 154.6-acre tract, 141.66 feet along the arc of a curve to the right, said curve having a central angle of 02 degrees 56 minutes 09 seconds, a radius of 2,764.93 feet and a chord that bears North 87 degrees 30 minutes 26 seconds East, a distance of 141.05 feet;

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

3. South 01 degrees 03 minutes 30 seconds East, a distance of 47.26 feet;
4. South 25 degrees 02 minutes 33 seconds East, a distance of 75.99 feet;
5. South 22 degrees 39 minutes 41 seconds East, a distance of 47.84 feet;
6. South 10 degrees 45 minutes 55 seconds East, a distance of 45.44 feet;
7. South 02 degrees 12 minutes 06 seconds East, a distance of 276.00 feet;
8. South 87 degrees 10 minutes 48 seconds West, a distance of 94.98 feet;
9. South 02 degrees 49 minutes 12 seconds East, a distance of 60.00 feet;
10. 39.39 feet along the arc of a curve to the left, said curve having a central angle of 90 degrees 16 minutes 22 seconds, a radius of 25.00 feet and a chord that bears South 42 degrees 11 minutes 51 seconds West, a distance of 35.44 feet;
11. South 87 degrees 12 minutes 54 seconds West, a distance of 60.00 feet;
12. South 02 degrees 47 minutes 05 seconds East, a distance of 98.83 feet;
13. South 87 degrees 12 minutes 54 seconds West, a distance of 456.00 feet;
14. South 89 degrees 13 minutes 19 seconds West, a distance of 100.06 feet;
15. South 87 degrees 10 minutes 48 seconds West, a distance of 50.00 feet to the easterly line of aforesaid Section One;

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

16. North 02 degrees 49 minutes 12 seconds West, a distance of 180.00 feet;
17. South 87 degrees 10 minutes 48 seconds West, a distance of 18.57 feet;
18. 103.61 feet along the arc of a curve to the right, said curve having a central angle of 06 degrees 07 minutes 11 seconds, a radius of 9,000 feet and a chord that bears North 89 degrees 43 minutes 35 seconds West, a distance of 103.56 feet;
19. North 86 degrees 41 minutes 59 seconds West, a distance of 63.29 feet;
20. North 00 degrees 44 minutes 14 seconds West, a distance of 121.27 feet;
21. North 12 degrees 46 minutes 37 seconds West, a distance of 95.66 feet;
22. North 06 degrees 02 minutes 37 seconds West, a distance of 50.00 feet;
23. North 01 degrees 45 minutes 07 seconds East, a distance of 45.42 feet;
24. North 11 degrees 02 minutes 56 seconds East, a distance of 120.31 feet;
25. North 44 degrees 04 minutes 09 seconds West, a distance of 5.92 feet;
26. North 03 degrees 57 minutes 38 seconds West, a distance of 25.00 feet to the Point of Beginning and containing 13.23 acres of land.



FINAL PLAT OF WINDROSE GREEN SECTION TWO

BEING 13.23 ACRES

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

70 LOTS 2 BLOCKS 2 RESERVES

AUGUST, 2023

ENGINEER/SURVEYOR:



CASTELLO, INC.
2107 CITYWEST BOULEVARD
3RD FLOOR
HOUSTON, TEXAS 77042
(713) 768-1768 FAX: 713-5580
TYPE FIRM REGISTRATION NO. 280
TYPE FIRM REGISTRATION NO. 105666

OWNER:

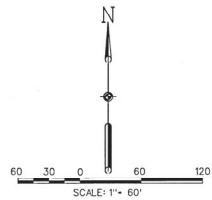
EMPLOYER ANGLETON, LLC,
A TEXAS LIMITED LIABILITY COMPANY

4444 WESTHEIMER ROAD, STE. G325
HOUSTON, TEXAS 77063



24275 KATY FREEWAY, SUITE 200
KATY, TEXAS 77444
Tel: 281-610-1422

SHEET 1 OF 2



- LEGEND**
- SET 5/8" INCH IRON ROD WITH PLASTIC CAP STAMPED "COSTELLO INC/UNLESS OTHERWISE NOTED"
 - FOUND 5/8" INCH IRON ROD UNLESS OTHERWISE NOTED
 - ① - INDICATES BLOCK NUMBER
 - Ⓐ - INDICATES RESERVE
 - ★ - INDICATES STREET NAME BREAK

ABBREVIATION TABLE	
G.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY
D.R.B.C.	DEED RECORDS BRAZORIA COUNTY
B.C.M.R.	BRAZORIA COUNTY MAP RECORDS
C.F. NO.	CLERK'S FILE NUMBER
CAB. SHT.	CABINET, SHEET
A.E.	AERIAL EASEMENT
U.E.	UTILITY EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
STW.E.	STORM SEWER EASEMENT
W.L.E.	WATER LINE EASEMENT
D.E.	DRAINAGE EASEMENT
ESMT.	EASEMENT
B.L.	BUILDING LINE
R.O.W.	RIGHT-OF-WAY
G.B.L.	GARAGE BUILDING LINE
P.L.E.	PIPELINE EASEMENT
E.E.	ELECTRICAL EASEMENT
I.D.B.	10' DE BARRIERS
P.O.B.	POINT OF BEGINNING

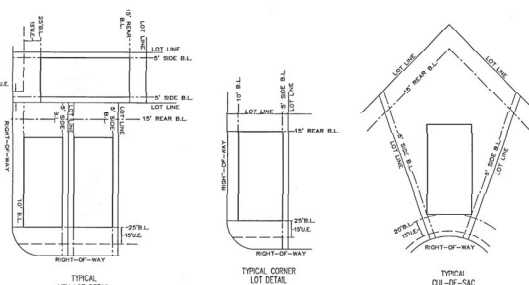
NUMBER	DIRECTION	DISTANCE
L1	S01°01'30"E	47.38
L2	S02°02'30"E	47.38
L3	S22°39'47"E	47.84
L4	S10°43'35"E	43.44
L5	S07°04'48"E	34.38
L6	S02°19'52"E	60.00
L7	S07°12'54"E	60.00
L8	S20°47'00"E	58.83
L9	S09°13'18"W	100.00
L10	S07°04'48"E	50.00
L11	S07°04'48"E	18.57
L12	N00°41'50"W	63.29
L13	N00°44'13"W	91.27
L14	N01°40'37"E	65.66
L15	N02°03'37"E	50.00
L16	N01°45'07"E	45.42
L17	N01°02'00"E	100.00
L18	N44°04'03"W	5.92
L19	N01°03'30"W	15.00
L20	N42°12'54"E	1.57
L21	N42°12'54"E	18.97
L22	N30°13'30"W	28.74
L23	S57°00'28"E	20.51

NUMBER	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD DIRECTION	CHORD LENGTH
C1	144.66	2714.93	2° 56' 8"	N07°30'28"E	141.63
C2	33.39	16.00	00° 40' 82"	C121°01'10"W	16.14
C3	174.81	3496.38	7° 10'	N07°43'55"E	171.56
C4	174.39	3496.00	0° 58' 50"	N07°13'20"E	171.67
C5	86.39	25.00	90° 0' 0"	S47°47'00"E	77.78
C6	38.29	25.00	90° 0' 0"	N12°48'00"E	35.37
C7	9.98	25.00	27° 2' 22"	N07°44'55"E	9.13
C8	105.36	50.00	132° 4' 44"	N07°47'00"E	91.38
C9	9.18	25.00	27° 2' 22"	S78°47'43"W	9.13
C10	18.08	25.00	44° 28' 48"	N07°12'27"W	17.69
C11	231.80	50.00	265° 37' 36"	S10°18'10"E	73.36
C12	19.35	25.00	44° 27' 27"	N08°03'47"E	18.87
C13	18.27	25.00	90° 0' 0"	S07°47'00"E	18.36
C14	39.25	25.00	89° 57' 54"	S42°11'57"W	35.34
C15	19.39	25.00	90° 0' 0"	S47°47'00"E	18.37
C16	141.15	2754.93	2° 56' 8"	S07°30'28"E	141.13

WINDROSE GREEN SECTION TWO RESERVE TABLE		
DESCRIPTION	LAND USE	ACREAGE/SQUARE FOOTAGE
RESERVE "A"	LANDSCAPE / OPEN SPACE / DRAINAGE	0.38 AC. / 16,384 SQ. FT.
RESERVE "B"	LANDSCAPE	0.25 AC. / 9,082 SQ. FT.
TOTAL:		0.58 AC. / 25,466 SQ. FT.

GENERAL NOTES:

- ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM (NAD83, 1993 ADJ) SOUTH CENTRAL ZONE.
- ALL EASEMENTS SHOWN ON LOT LINES ARE CENTERED UNLESS OTHERWISE NOTED.
- EASEMENTS ARE HEREBY RESERVED AS SHOWN TO FACILITATE ROADWAYS, DRAINAGE, AND INSTALLATION OF UTILITIES, INCLUDING BUT NOT LIMITED TO ELECTRICAL LINES, WASTEWATER DISPOSAL LINES, GAS, AND WATER LINES. THERE IS ALSO A RESERVED TEN (10) FOOT STRIP CENTERED ALONG ALL TRACT LINES FOR A GENERAL DRAINAGE AND UTILITY EASEMENT.
- ALL RESERVES SHALL BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION OR MUD.
- ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE DEDICATED TO THE PUBLIC AND SHALL BE MAINTAINED BY RANCHO ISABELLA MUNICIPAL UTILITY DISTRICT.
- A ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ADJACENT PROPERTY. THE CONDITIONS OF THIS DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RE-SUBDIVIDED IN A RECORDED PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THEREUTO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS.
- HORIZONTAL DATUM:
ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83), SOUTH CENTRAL ZONE.
- VERTICAL DATUM:
ALL ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD83), GEOID 12B, BASED ON ALLIETRA'S RTK NETWORK STATIONS 04G5, 002 AND 0002, 14012.
- ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, TEXAS, MAP NUMBER 48067W-1, DATED DECEMBER 30, 2020 THIS PROPERTY LIES IN UNSHADED ZONE "X", WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.
- NO PIPELINE OR PIPELINE EASEMENT EXISTS WITHIN THE BOUNDARIES OF THIS PLAT.
- SEWERSHALLS SHALL BE CONSTRUCTED IN ACCORDANCE TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANGLETON, TEXAS AND OWNER.
- RESERVE "A" WILL BE OWNED AND MAINTAINED BY THE RANCHO ISABELLA MUNICIPAL UTILITY DISTRICT.



2023040776
Brazoria County - Joyce Hudson, County Clerk
8/27/2023 9:31 AM
14:41, Page 2 of 2
Fax: 281-66

PLANNER:
META
PLANNING & DESIGN
24276 KATY FREEWAY, SUITE 200
KATY, TEXAS 77454
Tel: 281-814-1422

FINAL PLAT OF WINDROSE GREEN SECTION TWO

BEING 13.23 ACRES
LOCATED IN THE
T. S. LEE SURVEY, A-318
BRAZORIA COUNTY, TEXAS

70 LOTS 2 BLOCKS 2 RESERVE

SCALE: 1" = 60' AUGUST, 2023

OWNER:
EMPTOR ANGLETON, L.L.C.
A TEXAS LIMITED LIABILITY COMPANY
4444 WESTHEIMER ROAD, STE. G325
HOUSTON, TEXAS 77061

ENGINEER/SURVEYOR:

Costello

COSTELLO, INC.
2107 CITYVIEW BOULEVARD
3RD FLOOR
HOUSTON, TEXAS 77062
(713) 763-7788 FAX: 763-3550
TYPE FIRM REGISTRATION NO. 280
TYP. L. & M. REGISTRATION NO. 105405

MBS NO. 129420
8 BRAZORIA COUNTY WINDROSE GREEN PLATS 0202162480 SEC 2

SHEET 2 OF 2

BOND

NO. 190052173

THE STATE OF TEXAS

§

COUNTY OF BRAZORIA

§

KNOW ALL MEN BY THESE PRESENTS:

§

THAT WE, **Hurtado Construction Company**, whose *(street address/phone)* is **5629 FM 359 S, Brookshire, TX 77423 / 281-533-9498** and **Rancho Isabella Municipal Utility District**, whose *(street address/phone)* is **1300 Post Oak Blvd., Suite 2400, Houston, TX 77056 / 713-623-4531**, hereinafter collectively called the Principal, and **Liberty Mutual Fire Insurance Company**, a Corporation existing under and by virtue of the laws of the State of Wisconsin, and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at *(street address/phone)* **175 Berkeley Street, Boston, MA 02116 / 617-357-9500**, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is *(name/office)* **Joshua Reynolds - Liberty Mutual Fire Insurance Company**, and whose *(street address/phone)* **10713 W. Sam Houston Pkwy N., Suite 650 Houston, TX 77064 / 713-744-1762**, hereinafter called the Surety; are held and firmly bound unto Matt Sebesta, County Judge of Brazoria County, Texas or his successors in office, in the full sum of One Hundred Eighteen Thousand One Hundred Fifteen Dollars and Fourteen Cents (\$118,115.14) current, lawful money of the United States of America, to be paid to said L.M "Matt" Sebesta, Jr., County Judge of Brazoria County, Texas, or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns and legal representatives, jointly and severally, by these presents.

WHEREAS, the said Principal is the owner of the following Subdivision(s):

Windrose Green Section Two located in Brazoria County, Texas; and

WHEREAS, the Commissioners Court of Brazoria County, Texas, has promulgated certain rules, regulations and requirements relating to Subdivisions in Brazoria County, Texas, as more specifically set out in "Brazoria County Regulations of Subdivisions" as amended; same being made a part hereof for all purposes, as though fully set out herein; wherein it is provided, among other things, that the owner of a Subdivision will construct the roads, streets, bridges and drainage in the right-of-way depicted on the plat thereof, in accordance with the specifications set out therein, and maintain such roads, streets, bridges and drainage in the right-of-way until such time as said roads, streets, bridges and drainage in the right-of-way have been approved by the County Engineer and accepted for maintenance by the Commissioners Court of Brazoria County, Texas (or in the case of subdivisions, streets or roads designated as

private in the plat approved by the County Engineer and accepted by the Homeowners Association).

It is further stipulated and understood that the approval of the map or plat of the above named Subdivision(s) is conditioned upon and subject to the strict compliance by the Principal herein with the aforesaid specifications, and that the terms of said specifications, including all deletions, additions, changes or modifications of any kind or character, constitute a contract between the County of Brazoria and Principal; and it is understood by the Principal that the approval of said map or plat of the above Subdivision(s) was obtained only by the undertaking of the Principal to so comply with the said regulations and specifications within a reasonable time, as set by the Commissioners Court of Brazoria County, Texas, and that without such undertaking such approval would have not been granted.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, his, her, their, or its heirs, executors, administrators, successors, assigns, and legal representatives, and each and every one of them to do in all things well and truly observe, perform, fulfill, keep and comply with all and singular the rules, regulations, requirements and specifications above referred to, including any deletions, additions, changes or modifications of any kind or character, in the construction and maintenance of all roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s) and that upon approval of the construction of said roads, streets, bridges and drainage in the right-of-way by the County Engineer, and upon the approval of such maintenance by the County Engineer, and upon acceptance of such roads, streets, bridges and drainage in the right-of-way by the Commissioners Court of Brazoria County, Texas, then this obligation to be void and of no force and effect.

The Principal and Surety hereon each agree, bind and obligate themselves to pay L.M. "Matt" Sebesta, Jr., County Judge of Brazoria County, State of Texas, or his successors in office, for the use and benefit of Brazoria County, all loss or damages to it occasioned by reason of the failure of the Principal to comply strictly with each and every provision contained in the rules, regulations, requirements and specifications above referred to relating to the construction and maintenance of roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s), and further agree, bind and obligate themselves to defend, save and keep harmless the County of Brazoria from any and all damages, expenses, and claims of every kind and character which the County of Brazoria may suffer, directly or indirectly, as a result of the Principal's failure to comply with the rules, regulations and specifications relating to the construction and maintenance of the roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s).


The word Principal when used herein means, Principal or Principals whether an individual, individuals, partnership, corporation, or other legal entity having the capacity to contract. The words Roads, Streets, Bridges and Drainage in the right-of-way used herein mean each and every road, street, bridge and drainage in the right-of-way in said Subdivision(s). The word Maintenance as used herein means all needful, necessary and proper care and repair from completion of the roads or streets and approval thereof by the County Engineer until acceptance of the roads and streets by the Commissioners Court. The word Surety when used herein means Surety or Sureties, and it is understood by the parties that any and all liabilities of any kind or character assumed or imposed upon the Principal by the terms hereof extends in full force and vigor to each and every Surety jointly and severally.

In the event of suit hereunder, such suit shall be brought in Brazoria County, Texas. EXECUTED this 21st day of December, 2022.

ATTEST:

Principal: Hurtado Construction Company

Rosa Hurtado
Name: Rosa Hurtado
Title: Secretary

By: 
Name: Miguel Hurtado
Title: President

Principal: Rancho Isabella Municipal Utility District

By: _____

Name:

Title:

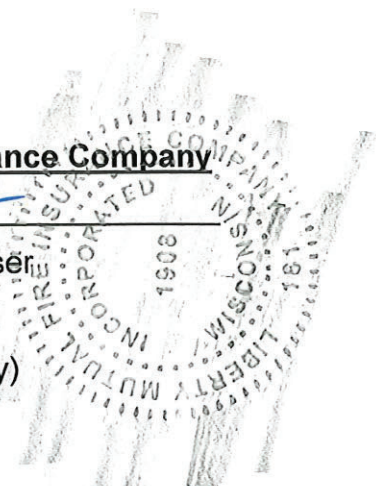
Surety: Liberty Mutual Fire Insurance Company

By: 

Name: Kelly Nicole Enghausen

Title: Attorney-in-Fact

(Surety to Attach Power of Attorney)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Fire Insurance Company
Wausau, Wisconsin

Certificate No: **8208082-190003**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: Liberty Mutual Fire Insurance Company, being a Wisconsin Corporation having its principal office in the City of Wausau, State of Wisconsin does hereby make, constitute and appoint Blake S. Bohlig; Brian D. Carpenter; Craig Olmstead; Erik T. Gunkel; Heather R. Goedel; Jessica Hoff; Kelly Nicole Enghauser; Laurie Pflug; Megan Scott; Michelle Halter; Michelle Ward; Nicole Langer

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in their/its name, place and stead, to sign, execute, acknowledge and deliver in their/its behalf, and as their/its act and deed, without power of redelegation, as follows:

Bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations, as required, unlimited as to Dollar amount

and to bind the Company(ies) making this appointment thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Company(ies), and all the acts of said attorney(s), pursuant to the authority herein given, are hereby ratified and confirmed.

AUTHORITY FOR MAKING APPOINTMENT OF ATTORNEYS-IN-FACT

Appointment of Attorneys-in-Fact by Liberty Mutual Fire Insurance Company are made pursuant to Article V, Section 10 of Liberty Mutual Fire Insurance Company's By-Laws, as amended and by Unanimous Consent of the Board of Directors dated May 21st, 2013. Further, the President of Liberty Mutual Fire Insurance Company, executed a Delegation of Authority and authorized the assistant secretary signing below to appoint attorneys-in-fact as may be necessary to act on behalf of Liberty Mutual Fire Insurance Company to make execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances, and other surety obligations.

IN WITNESS WHEREOF, Liberty Mutual Fire Insurance Company has caused these presents to be signed by its authorized representatives, and its Corporate Seal to be hereto affixed, this 24th day of May, 2022.

Liberty Mutual Fire Insurance Company



By: David M. Carey
David M. Carey, Assistant Secretary

Attest: Heather B. Magee
Heather B. Magee

State of PENNSYLVANIA ss
County of MONTGOMERY

The foregoing instrument was acknowledged before me this 24th day of May, 2022 by David M. Carey, an authorized representative of Liberty Mutual Fire Insurance Company.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, an Assistant Secretary of Liberty Mutual Fire Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney was one of the officers or officials specially authorized by the Board of Directors to appoint attorneys-in-fact as provided in the Unanimous Consent and Vote of the Board of Directors of Liberty Mutual Fire Insurance Company dated May 21, 2013.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the Board of Directors of Liberty Mutual Fire Insurance Company evidenced by the Unanimous Consent and Vote of the Board of Directors dated June 28, 2006 wherein it was

VOTED that the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature and facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any surety undertakings, bonds, recognizances and other surety obligations to which it is attached.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, affixed, this 21st day of December, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



ENGINEER'S CERTIFICATE OF COMPLETION

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY ENGINEER'S CERTIFICATE OF COMPLETION OF WATER DISTRICT PROJECT

Name of District:

Rancho Isabella Municipal Utility District

Owner of property if other than District:

Emptor Angleton, LLC

Kind of project, contract identification:

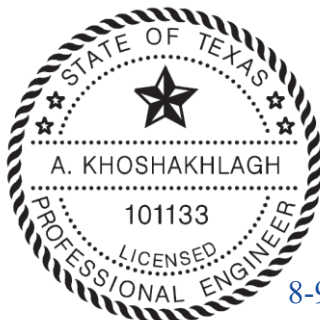
Construction of Windrose Green Section Two (Paving Improvements)

Name of Contractor: Hurtado Construction Company


Name of Consulting Engineer: Costello, Inc.

Address of Consulting Engineer: 2107 CityWest Blvd, 3rd Floor
Houston, TX 77042

I certify that this project was at least 95% complete on August 9, 2023; that the project was under continual observation; that all observation of the work was performed by or under the supervision of A. "Alex" Khoshakhlagh, Licensed Professional Engineer; that to the best of my knowledge the project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "record drawings" will be furnished to the District.



8-9-2023


A. "Alex" Khoshakhlagh, P.E.

W:\2020\2020162 Windrose Green Section 2 Paving\002 CPS\Pay Estimates\WRG2 Pav. - Certificate of Completion.docx



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.25.

11/14/2023

Conditional Acceptance of Roads - Kirby Drive Street Dedication No. 3 - Abstract 563 (Precinct 4)

Whereas, the plat of Kirby Drive Street Dedication No. 3 - Abstract 563 (Precinct 4), was approved by the City of Manvel on March 13, 2023; and filed for record in Brazoria County Official Public Records, County Clerk's File #2023040479 on September 06, 2023; and

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

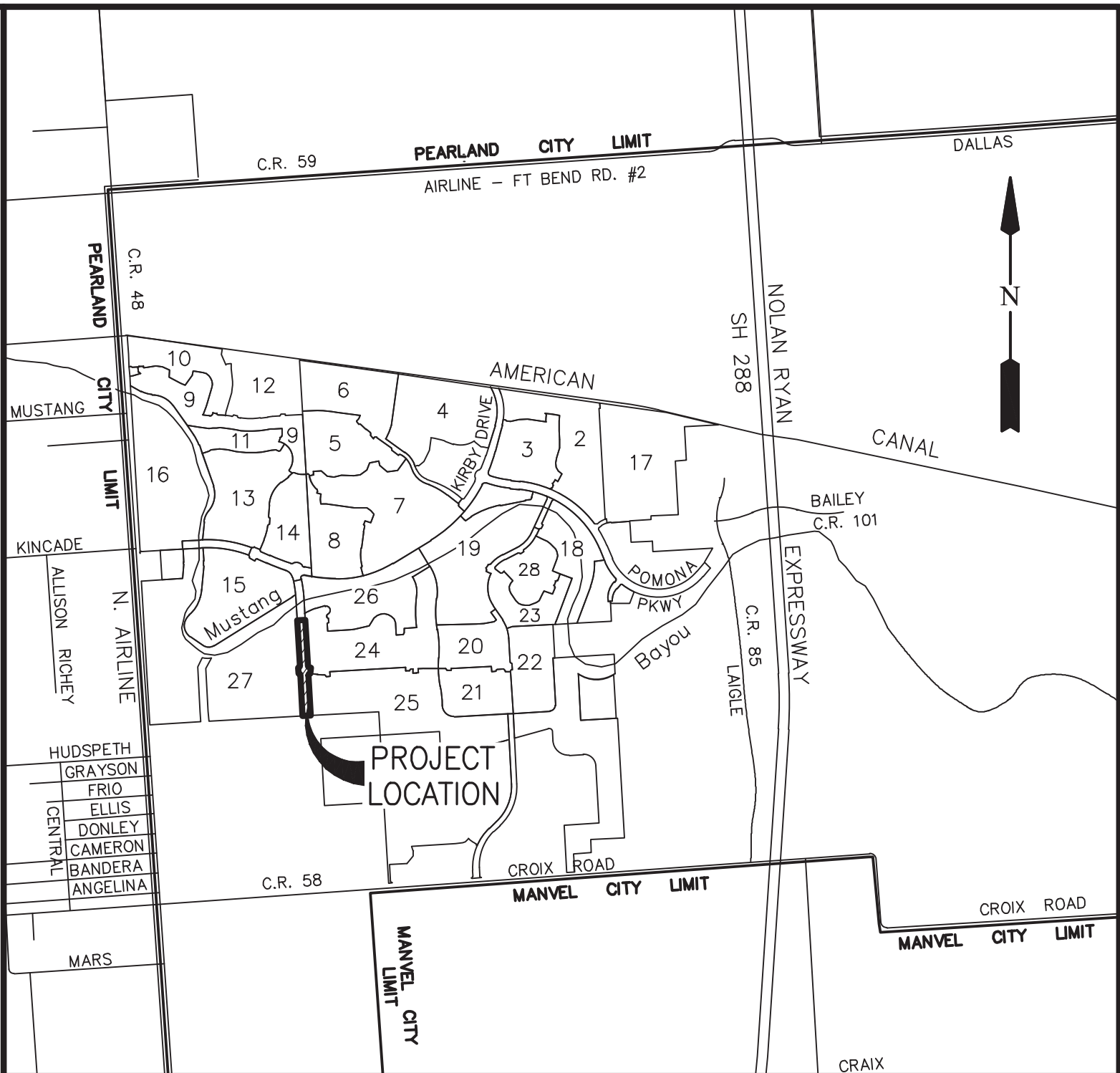
Whereas, the roads serving this section have now been constructed in accordance with the Brazoria County Subdivision Regulations; and

Therefore, those roads listed below shall be accepted into a one-year warranty period upon Commissioners' Court approval, and all maintenance shall be done at the expense of the owner, and said one-year period shall begin upon Courts' approval.

<u>Street Name</u>	<u>ROW</u>	<u>Length (Ft.)</u>	<u>Length (Mi.)</u>
Kirby Drive	120'	1415.86'	0.2682
Pecan Drive	90'	181.48'	0.0344

Whereas, a bond for the warranty period, in the amount of \$270,528.40 has been provided and approved by the District Attorney's Office, and said bond is for 25% of the construction cost of the road and drainage improvements in the subdivision.

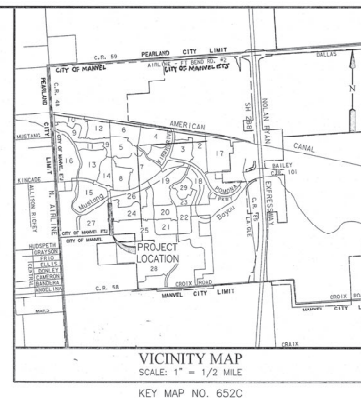
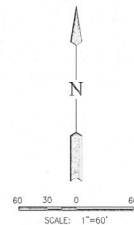
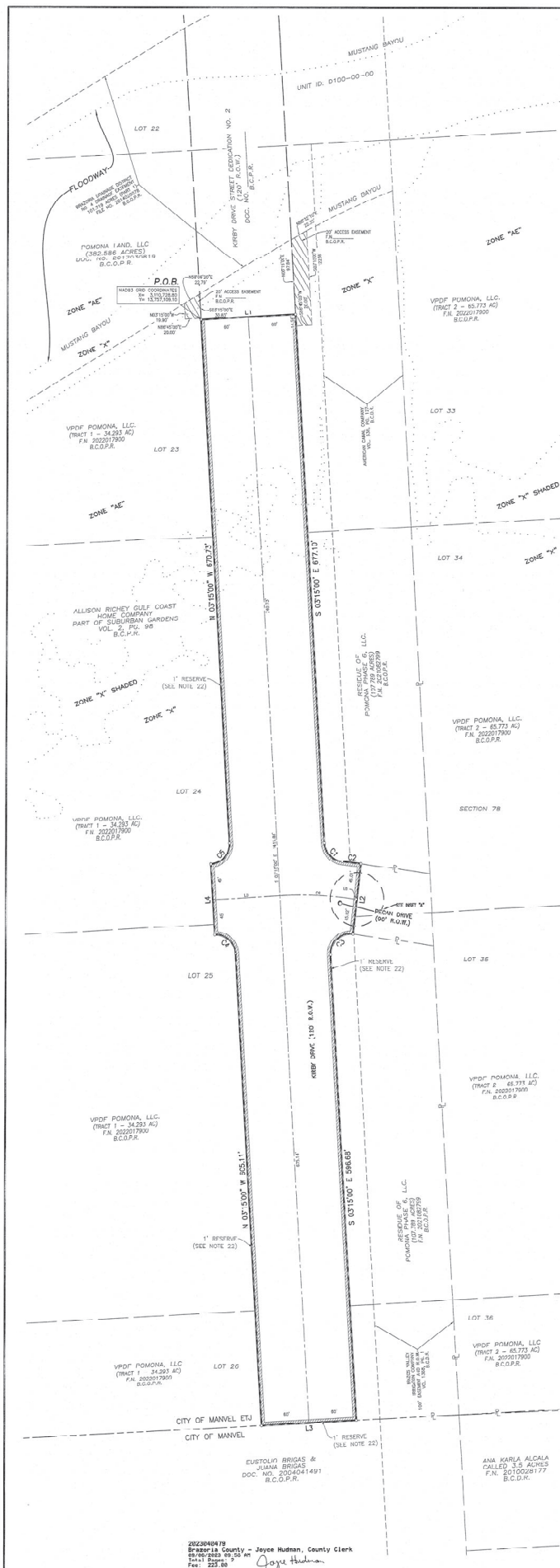
Further, that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.



VICINITY MAP

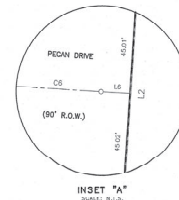
SCALE: 1" = 1/2 MILE

KEY MAP NO. 652D



CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	25.00'	81°29'29"	25.52'	S 43°3'43" E	32.61'
C2	25.00'	22°58'48"	23.79'	S 83°28'23" E	23.79'
C3	25.00'	10°14'23"	14.10'	S 47°17'11" W	28.60'
C4	25.00'	80°00'00"	39.27'	N 48°15'50" W	50.30'
C5	25.00'	80°00'00"	39.27'	N 41°40'00" E	35.35'
C6	300.00'	11°04'22"	99.62'	S 8°42'49" E	96.48'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 88°45'00" E	120.00'
L2	S 08°15'18" W	90.00'
L3	N 88°46'14" W	130.00'
L4	N 02°15'00" W	90.00'
L5	S 88°45'00" W	90.00'
L6	S 88°15'30" E	1.33'



LEGEND

D.C.D.R.	INDICATES BRAZORIA COUNTY DEED RECORDS
B.C.D.R.	INDICATES BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS
S.C.D.R.	INDICATES BRAZORIA COUNTY OFFICIAL RECORDS
S.C.P.M.	INDICATES BRAZORIA COUNTY PLAN RECORDS
P.F.	INDICATES PLAT RECORDS
E.E.	INDICATES EASEMENT
F.N.	INDICATES FILE NUMBER
P.O.	INDICATES POINT
P.O.B.	INDICATES POINT OF BEGINNING
R.O.W.	INDICATES RIGHT OF WAY
S.S.L.	INDICATES SANITARY SEWER EASEMENT
STW.F.	INDICATES SEWER EASEMENT
U.E.	INDICATES UTILITY EASEMENT
VOL.	INDICATES VOLUME
W.L.E.	INDICATES WATER LINE EASEMENT
PLAT	INDICATES PLAT RECORDS

FINAL PLAT OF KIRBY DRIVE STREET DEDICATION NO. 3

A SUBDIVISION OF 4.043 ACRES OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY, SECTION 78 (A.K.A.) J.S. TALMAGE SURVEY, ABSTRACT 563, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 23, 24, 25 AND 26 OF SECTION 78 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98, PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

0 LOTS 0 RESERVES 0 BLOCKS
FEBRUARY 2, 2023 JOB NO. 2149-8008P

OWNER:

POMONA PHASE 6, LLC
A TEXAS LIMITED LIABILITY COMPANY
RUSSELL BYNUM, GENERAL MANAGER-HOUSTON
4545 POMONA PARKWAY, MANVEL, TEXAS 77578
PH: 832-336-6271

SURVEYOR:

LJA Surveying, Inc.
3600 W. Sam Houston Parkway S.
Suite 115
Houston, Texas 77042
Phone 713.553.5200
Fax 713.553.5209
T.B.E.L.S. Firm No. 10194382

ENGINEER:

LJA Engineering, Inc.
1904 W. Grand Parkway North
Suite 100
Katy, Texas 77449
Phone 713.553.5200
Fax 713.553.5209
FRI-1386

2023040479
Brazoria County - Joyce Hudson, County Clerk
Surveyed and Recorded by
Date: 02/02/2023
Fee: 223.88

SHEET 2 OF 2

Memorandum

To: Brazoria County Municipal Utility District No. 40
c/o Mr. Tim Austin, Allen Boone Humphries Robinson, LLP

From: Hannah J. Horsfield, PE 

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

Date: October 11, 2023

Re: Certificate of Completion
Construction of the Water, Sanitary Sewer and Drainage Facilities
And Paving and Appurtenances
To Serve Kirby Drive Phase 3
District Brazoria County Municipal Utility District No. 40
City of Manvel E.T.J., Brazoria County, Texas
LJA Job No. 2149-8008 (11.1)

The Engineer's Certificate of Completion for the referenced project is attached.

Please call me at 713.380.4425 if you have any questions.

HJH/vr

Enclosure

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
ENGINEER'S CERTIFICATE OF COMPLETION**

Name of Project: Construction of the Water, Sanitary Sewer and Drainage Facilities And
Paving and Appurtenances to Serve Kirby Drive Phase 3

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

Address of Owner: c/o Allen Boone Humphries Robinson, LLC., 3200 Southwest Freeway
Suite No. 2600, Houston, Texas 77027

Type of Facilities Constructed, Contract Identification and Name of Contractor: Water, Sanitary
Sewer, and Drainage Facilities and Paving and Appurtenances; LJA 2149-8008; Northtex
Construction, LLC

Consulting Engineer LJA Engineering, Inc.
1904 W Grand Parkway N, Suite 100, Katy, Texas 77449

LJA Project Number: 2149-8008 (11.1)

I certify this Project was completed on October 5, 2023, that the Project was under periodic observation during construction; that all observation of the work was performed by or under the supervision of Hannah J. Horsfield, Licensed/Registered Professional Engineer; that to the best of my knowledge the Project was constructed in accordance with and includes all items in plans and specifications filed with the Texas Commission of Environmental Quality and approved by all authorities having jurisdiction; and "Record Drawings" will be furnished to the District.



(Signature) Hannah J. Horsfield

Hannah J. Horsfield, PE, Project Manager
(Name and Title)

10/11/23
(Date)

BOND

Bond No. LICX1977871

THE STATE OF TEXAS
COUNTY OF BRAZORIA

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Pomona Phase 6, LLC, whose *(street address/phone)* is 3000 Turtle Creek Blvd, Dallas, TX 75219 hereinafter called the Principal, and *(Surety)* Lexon Insurance Company, a Corporation existing under and by virtue of the laws of the State of Texas, and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at *(street address/phone)* 12890 Lebanon Road, Mt. Juliet, TN 37122, 615-553-9500, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is *(name/office)* Lexon Insurance Company, and whose *(street address/phone)* is 701 Brazos Street, Suite 1500, Austin, TX 78701-3293, hereinafter called the Surety, and held and firmly bound unto L.M. (Matt) Sebesta, Jr., County Judge of Brazoria County, Texas or his successors in office, in the full sum of Two Hundred Seventy Thousand Five Hundred Twenty Eight and 40/100 Dollars (\$270,528.40) current, lawful money of the United States of America, to be paid to said L.M. (Matt) Sebesta, Jr., County Judge of Brazoria County, Texas or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents.

WHEREAS, the said Principal is the owner of the following Subdivision(s):

Pomona, Phase 6, Kirby Drive Phase 3

located in Brazoria County, Texas; and,

WHEREAS, the Commissioners Court of Brazoria County, Texas, has promulgated certain rules, regulations and requirements relating to Subdivisions in Brazoria County, Texas, as more specifically set out in "Brazoria County Regulations of Subdivisions" as amended; same being made a part hereof for all purposes, as though fully set out herein; wherein it is provided, among other things, that the owner of a Subdivision will construct the roads, streets, bridges and drainage in the right-of-way depicted on the plat thereof, in accordance with the specifications set out therein, and maintain such roads, streets, bridges and drainage in the right-of-way until such time as said roads, streets, bridges and drainage in the right-of-way have been approved by the County Engineer and accepted for maintenance by the Commissioners Court of Brazoria County, Texas

(or in the case of subdivisions, streets or roads designated as private in the plat approved by the County Engineer and accepted by the Homeowners Association).

It is further stipulated and understood that the approval of the map or plat of the above named Subdivision(s) is conditioned upon and subject to the strict compliance by the Principal herein with the aforesaid specifications, and that the terms of said specifications, including all deletions, additions, changes or modifications of any kind or character, constitute a contract between the County of Brazoria and Principal; and it is understood by the Principal that the approval of said map or plat of the above Subdivision(s) was obtained only by the undertaking of the Principal to so comply with the said regulations and specifications within a reasonable time, as set by the Commissioners Court of Brazoria County, Texas, and that without such undertaking such approval would have not been granted.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, his, her, their, or its heirs, executors, administrators, successors, assigns, and legal representatives, and each and every one of them to do in all things well and truly observe, perform, fulfill, keep and comply with all and singular the rules, regulations, requirements and specifications above referred to, including any deletions, additions, changes or modifications of any kind or character, in the construction and maintenance of all roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s) and that upon approval of the construction of said roads, streets, bridges and drainage in the right-of-way by the County Engineer, and upon the approval of such maintenance by the County Engineer, and upon acceptance of such roads, streets, bridges and drainage in the right-of-way by the Commissioners Court of Brazoria County, Texas, then this obligation to be void and of no force and effect.

The Principal and Surety hereon each agree, bind and obligate themselves to pay L.M. (Matt) Sebesta, Jr., County Judge of Brazoria County, State of Texas, or his successors in office, for the use and benefit of Brazoria County, all loss or damages to it occasioned by reason of the failure of the Principal to comply strictly with each and every provision contained in the rules, regulations, requirements and specifications above referred to relating to the construction and maintenance of roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s), and further agree, bind and obligate themselves to defend, save and keep harmless the County of Brazoria from any and all damages, expenses, and claims of every kind and character which the County of Brazoria may suffer, directly or indirectly, as a result of the Principal's failure to comply with the rules, regulations and specifications relating to the construction and maintenance of the roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s).

The word Principal when used herein means Principal or Principals whether an individual, individuals, partnership, corporation, or other legal entity having the capacity to contract. The words Roads, Streets, Bridges and Drainage in the right-of-way used herein mean each and every road, street, bridge and drainage in the right-of-way in said Subdivision(s). The word Maintenance as used herein means all needful, necessary and proper care and repair from completion of the roads or streets and approval thereof by the County Engineer until acceptance of the roads and streets by the Commissioners Court. The word Surety when used herein means Surety or Sureties, and it is understood by the parties that any and all liabilities of any kind or character assumed or imposed upon the Principal by the terms hereof extends in full force and vigor to each and every Surety jointly and severally.

In the event of suit hereunder, such suit shall be brought in Brazoria County, Texas.

EXECUTED this 19th day of September 2023.

ATTEST:

Asst. Secretary

Principal: Pomona Phase 6, LLC
a Texas Limited liability company

By: 
M. Thomas Mason, Executive Vice President

Surety: Lexon Insurance Company

By: 
James I. Moore, Attorney-in-Fact

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **FIFTEEN MILLION Dollars (\$15,000,000.00)**.









Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

<p>Endurance Assurance Corporation</p> <p>By: </p> <p>Richard Appel: SVP & Senior Counsel</p> 	<p>Endurance American Insurance Company</p> <p>By: </p> <p>Richard Appel: SVP & Senior Counsel</p> 	<p>Lexon Insurance Company</p> <p>By: </p> <p>Richard Appel: SVP & Senior Counsel</p> 	<p>Bond Safeguard Insurance Company</p> <p>By: </p> <p>Richard Appel: SVP & Senior Counsel</p> 
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ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: 
 Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

- That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
- The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT** ; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

- The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 19th day of September 20 23.

By: 
 Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

**NOTARY ACKNOWLEDGMENT
FOR POMONA PHASE 6, LLC**
Bond No. LICX1977871 | \$270,528.40

STATE OF TEXAS

§

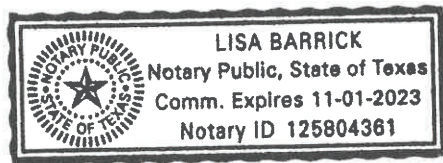
§

COUNTY OF DALLAS

§

This instrument was acknowledged before me on September 19, 2023 by M. Thomas Mason, Executive Vice President of **Pomona Phase 6, LLC**, a Texas limited liability company, on behalf of said limited liability company.

[SEAL]



Lisa Barrick
Notary Public, State of Texas
Printed Name of Notary: Lisa Barrick
My Commission Expires: 11/01/2023

State of Illinois }
 } ss.
County of DuPage }

On September 19, 2023, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires August 28, 2025



Sinem Nava, Notary Public



Commission No. 859777



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.26.

11/14/2023

Final Acceptance of Roads - Pradera Oaks Section Eight - Abstract 69 (Precinct 4)

Whereas, the plat of Pradera Oaks Section Eight, Abstract 69 (Precinct 4), was approved by the Village of Bonney on June 28, 2022 and whereas said tract has entered into a Developers Agreement with Brazoria County Court Order 6.G.14 approved on April 14, 2020; and

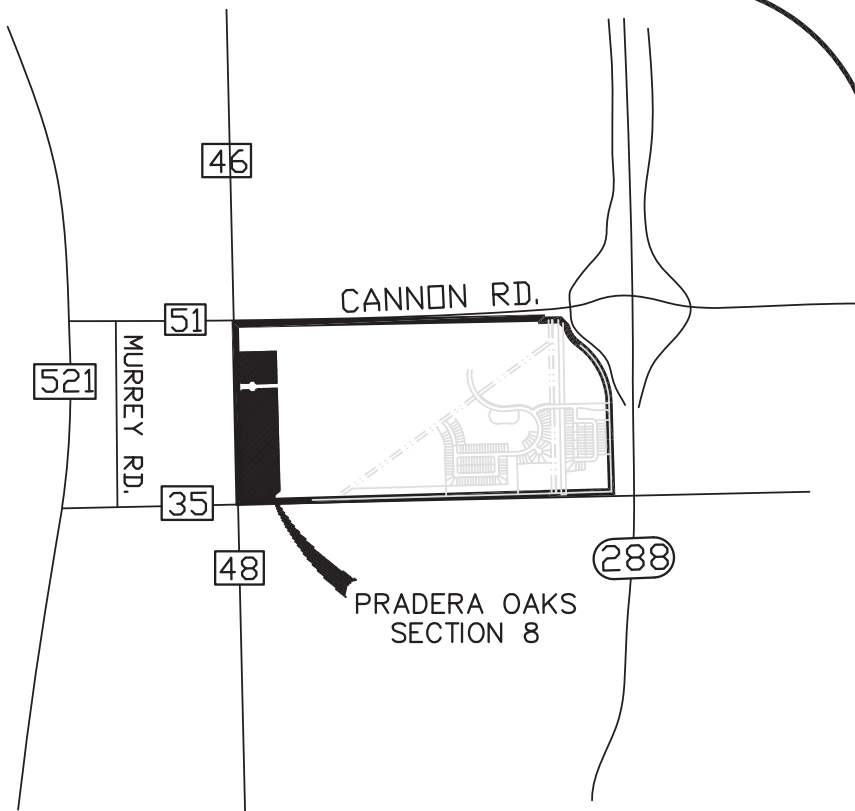
Whereas, this plat meets applicable criteria established by Commissioners Court Order 6.P.2. on February 9, 2021 for consideration under Brazoria County Subdivision Regulations adopted by Commissioners Court Order No. 49 on October 24, 2006; and

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

Whereas the period of Maintenance has been successfully completed, said roads shall be accepted into the County Road System for maintenance beginning this day November 14, 2023.

<u>CR #</u>	<u>Street Name</u>	<u>ROW</u>	<u>Length (FT)</u>	<u>Length (Mi)</u>
1279	Late Boneset Drive (ext)	60'	1,412.36 ft.	0.267 mi.

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



V i c i n i t y M a p

Engineer's Certificate of Completion

Name of Project: Water, Sewer, Drainage and Paving Improvements to Serve Pradera Oaks Section 8

Owner of Project: WB Pradera Oaks Land I, LLC on behalf of Brazoria County Municipal Utility District No. 44

Owner's Address: 5210 Spruce Street
Bellaire, TX 77401


Type of Facilities Constructed: Water, Sewer, Drainage and Paving Improvements to Serve Pradera Oaks Section 8

Contractor's Name: WS&D & Paving:
Rodriguez Construction Group, LLC
2647 Jo Ann St
Stafford, TX 77477

Consulting Engineer: DEC

Engineer's Address: 3100 West Alabama
Houston, TX 77098

I certify this project was completed on the **26th day of July 2022**; that the project was under observation during construction; that the project observation was performed under periodic supervision; and that, to the best of my knowledge, the project was constructed in accordance with and includes all items in the plans and specifications approved by all authorities having jurisdiction, and "as-built" drawings will be furnished to the office of Brazoria County Drainage District #5 and Brazoria County Engineer's Office within 15 calendar days of the date this certification is signed.

Signature and Title: 
Tyler Broom, P.E.
Project Manager

Date: 7/26/2022





COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.27.

11/14/2023

Amend Court Order 6.N.5 Dated December 14, 2022 - Conditional Acceptance of Roads - Pomona Section 22 - Abstract 417 (Precinct 4)

Amend Court Order 6.N.5, dated December 14, 2022 correcting a scrivener's error as identified in the Affidavit of Correction, attached hereto, and filed in the Official Public Records of Brazoria County, Document Number 2023046081. Whereas, the Court approved the Conditional Acceptance of Roads - Pomona Section 22 - Abstract 417 through Court Order 6.N.5, dated December 14, 2022 based on the plat for Pomona Section 22; and

Whereas, a scrivener's error was made on the plat for Pomona Section 22 recorded in the Official Public Records of Brazoria County, Document Number 2022054745; and

Whereas, the recorded plat incorrectly identified a street as Citrus "Alley"; and

Whereas, the street name should be corrected to read Citrus "Drive".

Therefore, this Order amends Court Order No. 6.N.5, dated December 14, 2022 to reflect the correct street name as shown below.

Street Name	ROW	Length (Ft.)	Length (Miles)
Citrus Drive	60'	286.40 ft.	.054 mile

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

AFFIDAVIT OF CORRECTION

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF BRAZORIA

§

BEFORE ME, the undersigned authority on this day personally appeared Keith W. Monroe, who after being duly sworn upon oath, deposes and says:

"That my name is Keith W. Monroe, I am over the age of eighteen (18) years and am otherwise competent to make this Affidavit. I am a Registered Professional Land Surveyor in the State of Texas and project surveyor for LJA Surveying, Inc., of Houston, Texas.

That this Affidavit is made in connection with the following described property ("the property"):

Plat of **POMONA SECTION 22**, a subdivision in Brazoria County, Texas, according to the map or plat thereof, recorded in Document No. 2022054745 of the Official Public Records of Brazoria County, Texas.

I signed the plat of **POMONA SECTION 22** and placed my seal upon it. Subsequently, it came to my attention that the Plat contains a scrivener's error. Specifically, the street name of Citrus Alley shown on page 2 of the aforementioned Plat.

The Plat incorrectly identified the street suffix for Citrus Alley as "Alley", whereas **the correct suffix is "Drive". The correct street name should be Citrus Drive.**

This correction is further clarified by Exhibit "A" attached hereto." Further Affidavit saith not.

EXECUTED this the 5th day of October, 2023

By:

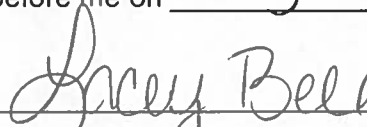


Keith W. Monroe, R.P.L.S.

Texas registration No. 4797

Subscribed, acknowledged and sworn to and before me on 5th day of October, 2023 by Keith W. Monroe, R.P.L.S.

Signed:



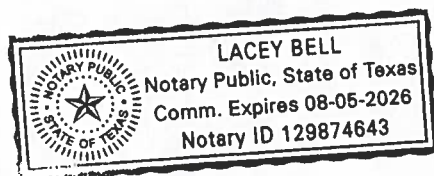
Printed Name:

Lacey Bell

Notary Public in and for the State of Texas

My. Commission Expires:

8/5/26



AFTER RECORDING RETURN TO:

Lacey Bell

LJA Engineering, Inc.

1904 West Grand Parkway North, Suite 100

Katy, Texas 77449 Phone 713.657.6010

FILED and RECORDED

Instrument Number: 2023046081

Filing and Recording Date: 10/12/2023 08:45:04 AM Pages: 2 Recording Fee: \$26.00

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.



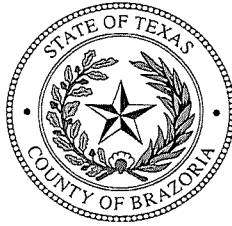
A handwritten signature in cursive script, reading "Joyce Hudman".

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-rachael



**CERTIFIED COPY
BRAZORIA COUNTY COMMISSIONERS' COURT**

ORDER NO. 6.N.5

**RE: CONDITIONAL ACCEPTANCE OF ROADS –
POMONA SECTION 22 - ABSTRACT 417
(PRECINCT 4)**

Whereas, the plat of Pomona Section 22, Abstract 417 (Precinct 4), was approved by the City of Manvel on September 13, 2021 and filed for record in Clerk's File #2022054745 on September 21, 2022 of the Official Brazoria County Records; and

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

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

Therefore, those roads listed below shall be accepted into a one-year warranty period upon Commissioner's Court approval, and all maintenance shall be done at the expense of the owner, and said one-year period shall begin upon Courts' approval.

<u>Street Name</u>	<u>ROW</u>	<u>Length (Ft.)</u>	<u>Length (Miles)</u>
Harrow Ridge Way (ext)	90'	145.00 ft.	.027 mile
Golden Peach Road	60'	608.01 ft.	.155 mile
Citrus Alley	60'	286.40 ft.	.054 mile
Blooming Hibiscus Lane	60	928.01 ft.	.176 mile
Rootbound Row	60'	298.20 ft.	.056 mile
Papaw Valley Way	60'	393.20 ft.	.074 mile

Whereas, a bond for the warranty period, in the amount of \$316,165.95 has been provided and approved by the District Attorney's Office, and said bond is for 25% of the construction cost of the road and drainage improvements in the subdivision.

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

RESULT: PASSED BY CONSENT VOTE [UNANIMOUS]
MOVER: Donald "Dude" Payne, Commissioner
SECONDER: Ryan Cade, Commissioner
AYES: Judge Sebesta, Commissioner Payne, Commissioner Cade,
Commissioner Adams, Commissioner Linder

STATE OF TEXAS §

COUNTY OF BRAZORIA §

I, Joyce Hudman, Clerk County Court and Ex-Officio Clerk of the Commissioners' Court of Brazoria County, Texas, do hereby certify that the foregoing is a true and correct copy of that certain:

ORDER NO. 6.N.5

**RE: CONDITIONAL ACCEPTANCE OF ROADS -
POMONA SECTION 22 - ABSTRACT 417
(PRECINCT 4)**

as passed by the Commissioners' Court on the 13th day of DECEMBER, A.D., 2022, Regular Session Term of Commissioners' Court and as the same appear(s) in the Commissioners' Court Records of Brazoria County, Texas.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14th DAY OF
DECEMBER, A. D., 2022.**

JOYCE HUDMAN, Clerk County Court
and Ex-Officio Member of the Commissioners'
Court of Brazoria County, Texas

By: 
T. Reynolds, Deputy





COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.28.

11/14/2023

Interlocal Agreement with the City of Lake Jackson No. IS24-0005

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

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

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

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

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT
BETWEEN BRAZORIA COUNTY AND THE CITY OF LAKE JACKSON
IS24-0005

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 repair all roads as listed on Exhibit “B”; and

WHEREAS, the CITY has requested the COUNTY’S assistance to providing labor and equipment to repair all roads as listed on Exhibit “B”; and

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

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

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

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

By: _____

CITY OF LAKE JACKSON
MAYOR

Date signed: NOV. 6, 2023

By: _____

BRAZORIA COUNTY
COUNTY JUDGE

Date signed: _____



CITY OF LAKE JACKSON

www.lakejackson-tx.gov

25 OAK DRIVE • LAKE JACKSON, TEXAS 77566-5289 • 979-415-2400 • FAX 979-297-9804

October 16, 2023

Brazoria County Engineering
Attn: Matt Hanks, PE
451 N. Velasco, Suite 230
Angleton, TX 77515

RE: City of Lake Jackson Fiscal Year 2024 Road Project Request

Mr. Hanks,

We have reviewed your letter dated September 1, 2023 with regards to the Fiscal Year 2024 interlocal agreement for road construction projects.

Please see the attached signed FY-24 Road Project Request Summary Form for the City of Lake Jackson.

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

Respectfully submitted,

Modesto Mundo
City Manager

MM:npw

Attachments: City of Lake Jackson Interlocal Agreement Project Request Summary FY-24

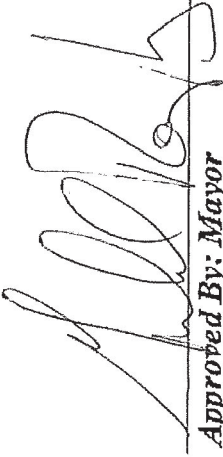
City of Lake Jackson
Interlocal Agreement Project Request Summary FY-24

STREET/LOCATION	LIMITS (TO - FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects and/or Ditch Digging ONLY)	FOR OFFICE USE ONLY
MEDICAL DR. (Westbound)	TO CANNA LN. FROM SEA CENTER	2000	26	RECLAIM BASE & HMA OVERLAY ROADWAY REHAB	

Note: Must have Mayoral approval

Return to: County Engineer's Office

Engineer-Interlocal@brazoriacountytx.gov


Approved By: Mayor

Date _____

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE		TONS	PPT	
	Asphalt	2000	26	3	110	330	953.33	75	\$ 71,500.00
	Demurge	8 Hrs	0	0	0	0	8.00	80	\$ 640.00
	Portland		18	8	4	32	0.00	198	\$ -
	ABS-65	2000	26	1.95	1	1.95	11266.67	2.96	\$ 33,349.33
Medical Dr								total	\$ 105,489.33

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE		TONS	PPT	
	Asphalt		150	3	110	330	0.00	75	\$ -
RCC	Crushed C		100	4	110	440	0.00	25.58	\$ -
	Portland		21	8	4	32	0.00	25.58	\$ -
	ABS-65		21	0.05	1	0.05	0.00	2.72	\$ -
								total	\$ -

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE		TONS	PPT	
	Asphalt		125	3	110	330	0.00	75	\$ -
RCC	Crushed C		75	4	110	440	0.00	25.58	\$ -
	Portland		20	8	4	32	0.00	198	\$ -
	ABS-65		20		0.05	1	0.00	2.72	\$ -
								total	\$ -

TOTAL FEET	0
TOTAL MILES	0.00

TOTAL ARP	\$ 105,489.33
-----------	---------------

	Amount		
Portland	0.00	\$	-
ABS-65	11266.67	\$	33,349.33



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.29.

11/14/2023

Interlocal Agreement with the City of Lake Jackson No. IS24-0008

Interlocal Agreement with the City of Lake Jackson to overlay all parking areas of Madge Griffin Park as outlined in Exhibit "B", pursuant to Texas Transportation Code Sec. 251.012, and the Interlocal Cooperation Act, Tex. Gov. Code Sec. 791.001 et. Seq.

Further, that under the terms of the Agreement, attached as Exhibit "A", the city agrees to pay all material cost for said parking areas attached as Exhibit "B".

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

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

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT
BETWEEN BRAZORIA COUNTY AND THE CITY OF LAKE JACKSON
IS24-0008

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 overlay an existing parking lot at Madge Griffin Park as listed on Exhibit "B"; and

WHEREAS, the CITY has requested the COUNTY'S assistance to providing labor and equipment to overlay all outlined areas as listed on Exhibit "B"; and

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

NOW THEREFORE, the CITY and COUNTY agree as follows:

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

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

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

By: 

CITY OF LAKE JACKSON
MAYOR

By: _____

BRAZORIA COUNTY
COUNTY JUDGE

Date signed: NOV. 6, 2023

Date signed: _____



CITY OF LAKE JACKSON

25 OAK DRIVE • LAKE JACKSON, TEXAS 77566-5289 • 979-415-2400 • FAX 979-297-9804

January 6, 2022

Mandie Kelly
Brazoria County Engineer's Office
Sent via email: engineer-interlocals@brazoriacounty.com

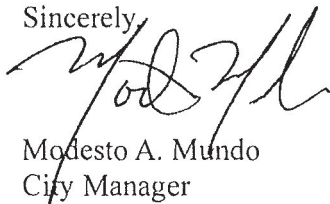
RE: INTERLOCAL PROJECT PEE WEE PARKING LOT

Dear Ms. Kelly,

Please find attached our interlocal project request for overlaying an existing parking lot at 302 Magnolia. This parking lot serves our Pee Wee baseball fields. Estimated material cost are \$28,000.

Please let me know if you require any additional information for this request. You can reach me at (979) 415-2500 or mmundo@lakejacksontx.gov.

Sincerely,

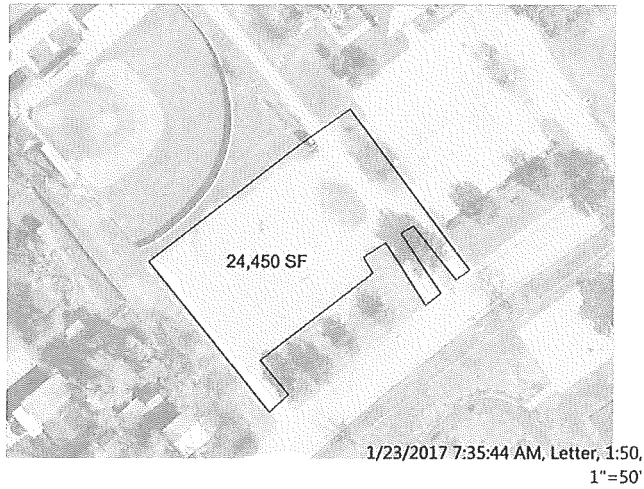


Modesto A. Mundo
City Manager

MAM/vm

Cc: Robin Hyden, Parks and Recreation Director
Sal Aguirre, City Engineer

2022 Interlocal Project



Madge Griffin Park

PeeWee field Parking Lot

302 Magnolia

Scope:

Overlay the existing parking lot with 1.5" HMA, and replace failing base at large potholes

Area:

SF: 21,833 SY: 2,426

Materials:

RCC	: 49.5 cu yd = 101 tons	@ \$26.30/ton	\$2,656.30
Asphalt	: 273 tons	@ \$55.00/ton	\$15,015.00
Total			<u>\$17,671.30</u>
Including reclamation of base			
4% Portland cement	: 50 tons	@ \$203.75 /ton	\$10,187.50
Total			<u>\$27,858.80</u>

A—Large Parking Area
B—Long Walking Path
C—Drive # 1
D—Drive # 2
E—Drive # 3
F—Garbage Truck
Route
G—Pool Drive # 1
H—Pool Drive # 2
I—West of Dumpster



9/29/23

A - Large Parking Area

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE		TONS	PPT	
		155	*note: width of 120 instead of 124 to adjust the square footage for the 15'x37' and 15'x11' areas not to be pa						
	Asphalt	155	120	3	110	330	341.00	80	\$ 27,280.00
	Crushed C				110	0	0.00	25.58	\$ -
	Portland				4	0	0.00	198	\$ -
	ABS-65	155	120	1.9	1	1.9	3926.67	3	\$ 11,780.00
								total	\$ 39,060.00

B - Long walking path

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE		TONS	PPT	
		157							
	Asphalt	157	11	3	110	330	31.66	80	\$ 2,532.93
	Crushed C				110	0	0.00	25.58	\$ -
	Portland				4	0	0.00	198	\$ -
	ABS-65	157	11	1.9	1	1.9	364.59	3	\$ 1,093.77
								total	\$ 3,626.70

C - Drive #1 - 1st near Center Way & Magnolia

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE		TONS	PPT	
		34							
	Asphalt	34	14	3	110	330	8.73	80	\$ 698.13
	Crushed C				110	0	0.00	25.58	\$ -
	Portland				4	0	0.00	198	\$ -
	ABS-65	34	14	1.9	1	1.9	100.49	3	\$ 301.47
								total	\$ 999.60

D - Drive #2 (thicker for Garbage Truck)

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE		TONS	PPT	
		45							
	Asphalt	45	14	3	110	330	11.55	80	\$ 924.00
	Crushed C				110	0	0.00	25.58	\$ -
	Portland				4	0	0.00	198	\$ -
	ABS-65	45	14	1.9	1	1.9	133.00	3	\$ 399.00
								total	\$ 1,323.00

E - Drive #3 (pool side)

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE		TONS	PPT	
		45							
	Asphalt	45	14	3	110	330	11.55	80	\$ 924.00
	Crushed C				110	0	0.00	25.58	\$ -
	Portland				4	0	0.00	198	\$ -
	ABS-65	45	14	1.9	1	1.9	133.00	3	\$ 399.00
								total	\$ 1,323.00

F - Garbage Truck Route

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE		TONS	PPT	
		83							
	Asphalt	83	35	3	110	330	53.26	80	\$ 4,260.67
	Crushed C				110	0	0.00	25.58	\$ -
	portland					0	0.00	198	\$ -
	ABS-65	83	35	1.9	1	1.9	613.28	3	\$ 1,839.83

								total	\$ 6,100.50
G - Pool Drive #1 - Garbage Truck Route									
CR	MATERIAL	LENGTH	WIDTH	TNK	RATE		TONS	PPT	
		20							
	Asphalt	20	23	3	110	330	8.43	80	\$ 674.67
	Crushed C				110	0	0.00	25.58	\$ -
	Portland				4	0	0.00	198	\$ -
	ABS-65	20	23	1.9	1	1.9	97.11	3	\$ 291.33
								total	\$ 966.00

H - Pool Drive #2

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE		TONS	PPT	
		20							
	Asphalt	20	23	3	110	330	8.43	80	\$ 674.67
	Crushed C				110	0	0.00	25.58	\$ -
	Portland				4	0	0.00	198	\$ -
	ABS-65	20	23	1.9	1	1.9	97.11	3	\$ 291.33
								total	\$ 966.00

I - West of Dumpster

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE		TONS	PPT	
		30							
	Asphalt	30	14	3	110	330	7.70	80	\$ 616.00
	Crushed C				110	0	0.00	25.58	\$ -
	Portland				4	0	0.00	198	\$ -
	ABS-65	30	14	1.9	1	1.9	88.67	3	\$ 266.00
								total	\$ 882.00

TOTAL FEET	589
TOTAL MILES	0.11

TOTAL ARP	\$ 55,246.80
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	Amount		
Asphalt	482.31	\$	38,585.07
ABS-65	5553.91	\$	16,661.73



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.30.

11/14/2023

Beachfront Construction Permit - 12906 Jean Lafitte, Freeport (Treasure Island), Abstract 29 S.F. Austin Lot 3, Block 13, San Luis Beach (Precinct 1)

The Brazoria County Flood Plain recommends that permission be granted for the beachfront construction and dune protection of a single-family residence with concrete paving beneath the habitable structure, a concrete driveway, and a septic system. The footprint does not include incidental projecting eaves, uncovered decks, or uncovered stairs. The proposed construction is more than 200 feet landward of the line of vegetation, which is the seaward side of the rock revetment in this area. According to the Bureau of Economic Geology, the area is eroding at a rate of three to four feet per year.

Based on the information provided the following recommendations are made:

- 1) Cisterns, septic tanks, and septic fields are prohibited from being constructed seaward of any structure serviced by the cisterns, septic tanks, and septic fields. The revised septic system plan appears to comply with this requirement.
- 2) The applicant proposed to construct a habitable structure seaward of the Building Setback Line, which is prohibited without an exemption from Brazoria County. To qualify for an exemption, the applicant must demonstrate to the satisfaction of the County that no practicable alternatives to construct seaward of the Building Setback Line exist. In this instance, practicable means available and capable of being done after taking into consideration existing building practices, site alternatives, and the footprint of the structure in relation to the area of the buildable portion of the lot, and considering the overall development scheme for the property.
- 3) The County must ensure the proposed construction is consistent with the FEMA-approved county commissioners' court order.
- 4) The County may only permit the applicant to construct an enclosure beneath the habitable structure if the walls are breakaway and the construction is consistent with the requirements of the National Flood Insurance Program. The County must limit the area of enclosures below BFE to 299 square feet and must ensure the enclosure is designed to minimize impacts to hydrology.
- 5) Should there be a change in project design, construction materials, or construction methods or in the condition of the construction site after the permit has been issued, the County shall require the permittee to apply for a new or amended permit or certificate.
- 6) Since the proposed construction is located in an eroding area more than 200 feet landward of the line of vegetation, the permittee may only pave or alter only the ground within the footprint of the habitable structure. The area beneath uncovered decks and stairs may not be paved.
- 7) Pervious materials such as brick pavers, gravel, or crushed limestone may be used to construct the driveway. Crushed concrete as proposed is allowed.
- 8) Paving or altering the ground below the lowest habitable floor is prohibited in the area between the line of vegetation and 25 feet landward of the north toe of the dunes.

Please be advised that the line of vegetation is dynamic. Structure may not encroach on the public beach. If the structure becomes located seaward of the line of vegetation because of loss of elevation, the structure may be allowed to remain in place if it does not significantly interfere with public access to the beach or present a public health and safety risk. Structures located seaward of the line of vegetation and landward of the line of mean high tide will periodically be reassessed on a case-by-case basis, and owners may be allowed to make certain repairs under the Beach/Dune Rules and local government plans.

Further, that a certified copy of this order be returned to the Flood Plain Administrator.

JOE K. RIPPLE
FLOODPLAIN ADMINISTRATOR, CFM
SOFIA GARCIA GIBSON
FLOODPLAIN / BUILDING PERMITS
OFFICE ASSISTANT SR.
BELINDA HOWELL
FLOODPLAIN / BUILDING PERMITS
PERMIT TECHNICIAN
VICKIE THOMAS
FLOODPLAIN/BUILDING PERMITS
FLOODPLAIN CONSULTANT



PHONE:
(979) 864-1295
(979) 388-1295
(281) 756-1295

BRAZORIA COUNTY

451 North Velasco, Suite #210
Angleton, Texas, 77515

October 18, 2023

Mei Ling Valdes
Planning, Permitting & Technical Services
Coastal Resources Division
Texas General Land Office
P.O. Box 12873
Austin, TX 78711-2873

Re: Beach front construction application for 12906 Jean Lafitte (Treasure Island) Freeport, TX

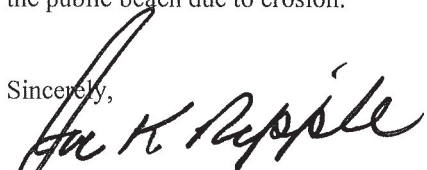
Dear Ms. Valdes,

This application is for a residential structure with 1843 Square feet of living area with (3) bedrooms and two (2.5) baths built upon pilings certified by a professional engineer.

After construction a final elevation certificate will be turned into this office to show compliance with County and FEMA elevation requirements.

This beachfront construction application does not include a walkover and it complies with and promotes Brazoria County's beach access policies and requirements, particularly the dune protection and beach access policies relation to public beach ingress/egress, off beach parking and avoidance of reduction in the size of the public beach due to erosion.

Sincerely,


Joe K. Ripple
Floodplain Department

Enclosures



TEXAS GENERAL LAND OFFICE
COMMISSIONER DAWN BUCKINGHAM, M.D.

October 23, 2023

Via Electronic Mail

Joe Ripple, CFM
Floodplain Administrator
Brazoria County
451 N Velasco, Suite #210
Angleton, Texas 77515

Beachfront Construction Certificate and Dune Protection Permit in Brazoria County

Site Address: 12906 Jean Lafitte Dr, Freeport
Legal Description: Treasure Island (A0029 S F Austin) Blk 13 Lot 3
Lot Applicant: Garret Davison c/o Daniel Schmidt
GLO ID No.: BDBC-23-0198

Dear Mr. Ripple:

The General Land Office (GLO) has reviewed the application materials for a beachfront construction certificate and dune protection permit for the above-referenced location. The applicant proposes to construct a single-family residence with fibercrete paving beneath the habitable structure, a crushed concrete driveway, and a septic system. The proposed construction is located more than 200 feet landward of the seaward side of the rock revetment. According to the Bureau of Economic Geology, the area is stable.

Based on the materials forwarded to our office for review, we have the following comments:

- Cisterns, septic tanks, and septic fields are prohibited from being constructed seaward of any structure serviced by the cisterns, septic tanks, and septic fields.¹ As proposed, the septic system appears to comply with this requirement.
- The applicant proposes to construct the habitable structure seaward of the Building Setback Line, which is prohibited without an exemption from Brazoria County.² To qualify for an exemption, the applicant must demonstrate to the satisfaction of the County that no practicable alternatives to construction seaward of the Building Setback Line exist.³
- Pervious materials such as brick pavers, gravel, or crushed limestone may be used to construct the driveway.⁴ Crushed concrete as proposed is allowed.

¹ Brazoria County Dune Protection and Beach Access Plan § 3(II)(K) & 31 Tex. Admin. Code § 15.4(c)(10).

² Brazoria County Erosion Response Plan § 5.

³ Brazoria County Erosion Response Plan § 5.1.

⁴ 31 Tex. Admin. Code § 15.6(f)(3).

Mr. Ripple
October 23, 2023
Page 2 of 2

- The County must limit the area of enclosures below BFE to 299 square feet.⁵
- The applicant should direct all stormwater inland away from the critical dune area, public beach and adjacent properties. The County shall not issue a certificate or permit authorizing construction unless the construction activities will minimize impacts on natural hydrology and will not cause erosion of adjacent properties, the critical dune area, or the public beach.⁶
- The County must ensure the proposed construction is consistent with the FEMA-approved county commissioners court order.⁷

Any deviations from what is proposed in this permit application requires a new or amended beachfront construction certificate and dune protection permit and further GLO review.

If you have any questions, please contact me at (512) 463-5720 or at meiling.valdes@glo.texas.gov.

Sincerely,



Mei Ling Valdes
Beach Access & Dune Protection Program
Coastal Resources Division
Texas General Land Office

cc: Vickie Thomas, Brazoria County

⁵ Brazoria County Erosion Response Plan § 5.3.

⁶ 31 Tex. Admin. Code § 15.6(h).

⁷ 31 Tex. Admin. Code § 15.6(e)(3).

**BRAZORIA COUNTY
BUILDING PERMIT APPLICATION**

Angleton 979-864-1295

451 North Velasco, Suite 210, Angleton, TX 77515

Houston/Alvin 281-756-1295

OWNERSHIP INFORMATION:

Name: Daniel Schmidt Phone: +1(815) 382-1724
Current/Mailing Address: 6209 Shannon Dr mchenry, IL 60050-7491
Street or PO Box City/State Zip Code

Building Contractors Information: Garrett Davison Address: 2631 Bluewater Hwy Suiside Phone: 979-709-6073

LOCATION OF CONSTRUCTION:

Subdivision: <u>Treasure Island</u>		SITE ADDRESS (Where Structure Will Be Placed or Constructed)			
Street Address: <u>12906 Jean Lafitte</u>		City (required): <u>Freeport</u>			
Section:	Block:	Lot:	Abstract No.:	Acreage:	PID #:
<u>N/A</u>	<u>Block 13</u>	<u>Lot 3</u>	<u>29</u>	<u>0.1148</u>	<u>257472</u>

TYPE OF IMPROVEMENT Check Appropriate Box(es)	PROPOSED USE Fill Out and Check Any That Apply to Your Application	OWNERSHIP Check Appropriate Box(es) Fill Out Cost & Sq. Ft.	TYPE OF WATER SUPPLY Check Appropriate Box	TYPE OF SEWAGE DISPOSAL Check Appropriate Box(es)
<input checked="" type="checkbox"/> New Building <input type="checkbox"/> Addition to Building <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Mobile Home <input type="checkbox"/> Residential RV <input type="checkbox"/> Levee Construction <input type="checkbox"/> Relocated Building - <input type="checkbox"/> Came from Outside County <input type="checkbox"/> Mobile Home Park or RV Park # of Spaces _____	<input checked="" type="checkbox"/> Residential Number of Bedrooms: <u>3</u> Number of Bathrooms: <u>2</u> Full <u>1</u> Partial <input checked="" type="checkbox"/> One Family <input type="checkbox"/> Multi Family - # of Units: _____ <input type="checkbox"/> Non-Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Other: _____ (Type of Building)	<input checked="" type="checkbox"/> Private (Individual, Corp, Non-Profit) <input type="checkbox"/> Public (Federal, State, etc....) Cost: \$ <u>225,000</u> Floor Area Sq. Ft. (including garage): <u>1843</u> sq. ft.	<input checked="" type="checkbox"/> Public/Private Company <input type="checkbox"/> Individual (Water Well)	<input type="checkbox"/> Public/Private Company <input checked="" type="checkbox"/> Individual (Septic) Copy of Environmental Health Permit attached: <input type="checkbox"/> Yes <input type="checkbox"/> No #: <u>2023-530</u>

Fee: Application fee of \$75.00 for Residential permits. If the property lies within the Special Flood Hazard Area of the County, an additional fee of \$0.04 per square foot for Inspection fees will be charged. A natural ground elevation certificate and copy of floor plan are also required for Flood Zone areas. Any application for property of less than ten (10) acres shall obtain an Environmental Permit approval before a County building permit will be issued. UNLESS otherwise specified. **MAKE CHECKS PAYABLE TO: "TREASURER OF BRAZORIA COUNTY"-NO REFUNDS.**

ALL COMMERCIAL BUILDINGS will require approvals from the local Drainage District, Environmental Health and a Fire Code permit by the County Emergency Management Coordinator. **Special flood hazard areas require additional documents.** All commercial construction in Pearland's ETJ is required to contact Pearland City Hall. **Fees Vary According To Type of Business.**

ANY construction located on a proposed County and/or Municipal Thoroughfare in Pearland's ETJ is required to contact Pearland City Hall

Signature: [Signature] Date: 8/13/23

DO NOT WRITE BELOW THIS LINE							
Approved By: <u>Vicki Thomas</u>		Highest Natural Ground is <u>2.2</u> ft. Certified By: <u>Terry Singletary</u> RPLS # <u>4808</u> on <u>5/4/23</u>		Permit Fee \$ 75	Inspection Fee \$ 73.72	Date Of Permit	Permit Number
Electric	Mailbox Ltr	Setback Ltr	Thoroughfare	Total Fee: \$ <u>148.72</u>		Check #	Receipt No.
<u>CP</u>	<u>Yes</u>	<u>25'</u>	<u>No</u>			<u>1286</u>	<u>18608</u>
ETJ	Inspection Ltr	Ack Ltr	Mobile Home Information	FEMA Zone: <u>VE</u> <u>16+2</u> Elevation: <u>18</u> MSL	Panel No.: <u>67516</u>	Class	
<u>Freeport</u>	<u>Yes</u>	<u>No</u>	<u>No</u>		Map Date: <u>12/30/20</u>	<u>B</u>	
Special Provisions:							
Mail <input type="checkbox"/>	Email <input checked="" type="checkbox"/>	To: <u>Davison gulfcoast@gmail.com</u>				Pick Up <input type="checkbox"/>	

**Brazoria County Floodplain Receipt****(979) 864-1295****(281) 756-1295**111 East Locust Bldg. A-29
Angleton, Texas 77515

Floodplain Administrator

Receipt No	00018608	Receipt Date	10/9/2023	Receipt Time	02:22:27 PM
Received From:				NO REFUND(S)	
Davison Gulf Coast, LLC					

Trans Type:	RPR75	Permit Fee - NC - Residential, Mobile Homes and Barns	HUD / County Exempt:	N
Misc. Descr:		Qty:	1	Price: \$75.00

Permit No:	Square Footage:	0	Amount Sq. Ft	\$0.00
Contractor:				
Owner:				

Amount Owed: \$75.00

Trans Type:	SQFTG	Square Footage	HUD / County Exempt:	N
Misc. Descr:		Qty:	1	Price: \$0.04

Permit No:	Square Footage:	0	Amount Sq. Ft	\$0.00
Contractor:				
Owner:				

Amount Owed: \$73.72**Comments:** 12906 Jean Lafitte Freeport CK # 1286**Payment Information**

Payment Type:	CHK	Check# / MO#:	1286	Pay Amount:	\$148.72
Payment Type:		Check# / MO#:		Pay Amount:	\$0.00

Office Use Only	Posted:	N
Rec. By:	14554	
Void:	N	Void By
Void Date:		
Void Reason:		Void Time:

Total Amount Received: \$148.72

STATEMENT OF COMMISSIONER'S COURT
OF BRAZORIA COURT
TO CONFORM TO REQUIREMENTS OF
CLASS "B" BUILDING PERMIT

STATE OF TEXAS

COUNTY OF BRAZORIA

The undersigned holder of **Development Permit No.** _____ (whether acting individually or through a duly authorized agent or attorney) does hereby certify to Commissioners' Court of Brazoria County, Texas as follows.

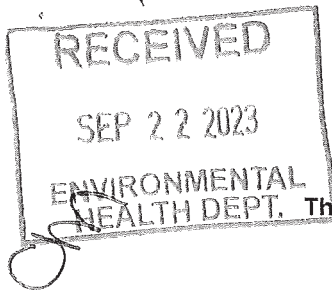
The undersigned permittee:

1. Accepted **Development Permit No.** _____.
2. Is familiar with all plans, specifications and other written material attached to or filed with the **Development Permit Application** on file with the County Floodplain Administrator.
3. Acknowledges that the plans, specifications and other written material filed with **Development Permit Application** is incorporated by reference and made part of this Certificate for purposes.
4. Acknowledges self (itself) to be strictly bound to Commissioners' Court to construct the work permitted under the above described building permit in strict conformity with the plans, specifications and other written material incorporated by reference of this Certificated.
5. Hereby binds himself to establish the required construction elevation to a National Geodetic Survey Marker and have same certified by Texas Registered Surveyor (or agreeable alternate). **The original Finished Construction Elevation certificate with registered surveyor's stamp, signature, date and pictures shall be forwarded to the County Floodplain Administrator's office verifying top of bottom floor reading upon completion of the structure. It must indicate that it is the "Finished Construction" certificate showing (a) top of bottom floor reading and (e) lowest elevation of machinery or equipment in Section C of the certificate.**

If the Finished Construction Elevation Certificate is not received, your building permit will be put in violation in the Brazoria County Floodplain Administrator's office.

6. Is required to notify the County Floodplain Administrator when construction progresses to the point necessary for the foundation inspection (after certification) and later for the electrical/plumbing to verify the electrical and plumbing facility are above the base flood.
7. Shall not have a valid permit until this agreed upon and signed original document is on file and in possession of the County Floodplain Administrator.
8. If at any time an Engineering Study was required and the data submitted is found to be inaccurate, **Brazoria County or the County Floodplain Administrator** cannot be held liable. The responsibility shall fall back on the property owner and/or Engineering Firm submitting the information.
9. **Any structure that is used for commercial or a public facility must adhere to the International Fire Codes. Contact the Emergency Management Coordinator of Brazoria County for inspections required.**


Applicant/Permittee Signature



ON-SITE SEWAGE FACILITY PERMIT APPLICATION
BRAZORIA COUNTY ENVIRONMENTAL HEALTH DEPT

111 East Locust Bldg A-29, Suite 270 ANGLETON, TX 77616
HOUSTON (281)766-1600 ANGLETON (979)864-1600 CLUTE (979)388-1600

This application will expire one year from the application date if inspection not complete. No refunds once permit is issued.

Attach Copy of Legal Description (i.e. Deed, Plat, Survey, Appraisal)

2023-530

Permit Number

☒ \$250 Single Family

☐ \$450 All Others

☒ New

☐ Replacement

☐ Alteration

Type Drip w/CL2

BCEHD USE ONLY

PROPERTY OWNER Schmidt Daniel M
(NAME ON DEED) (LAST) (FIRST) (INT)

PHONE NUMBERS (815) 382-1724

MAILING ADDRESS 6209 Shannon Dr. McHenry, IL 60050

SITE ADDRESS 12906 Jean Lafitte Dr. Freeport, TX 77541 Acres .12

WATER SOURCE ☐ Private ☒ Public Treasure Island (Name) Water Saving Devices: Yes ☒ No ☐

SINGLE FAMILY RESIDENCE: # of Bedrooms 3 Living Area(Sq Ft) <2,500 Daily Wastewater Usage Rate 240

COMMERCIAL/MULTI FAMILY: Type # of Employees/Units Days/Wk Occupied

DESIGNER Jerry D. Monical Reg# RS3768 Phone# (979) 798-7678

SITE EVALUATOR Jerry D. Monical Reg# OS9673 Phone# (979) 798-7678

INSTALLER Jerry D. Monical Reg# OS29938 Phone# (979) 798-7678

MAINTENANCE PROVIDER Jerry D. Monical Reg# MP1870 Phone# (979) 798-7678

TREATMENT UNIT(S): ☐ Septic Tank ☒ Aerobic Tank # of Tanks/Compartments 1/3 Size 600 gal

Manufacturer Clearstream Model 600NC3

DISPOSAL SYSTEM: Drainfield Area 742 sq ft Trench Depth 6-10 inches

Gravity ☐ 3" with gravel ft ☐ 4" with gravel ft Trench width ft Gravel depth ft

☐ 8" gravelless ft ☐ 10" gravelless ft ☐ Leaching Chamber ft/panels

Other ☐ Low Pressure Dosing ft Trench width ft Gravel depth inches

☐ Surface Irrigation sq ft ☒ Drip Emitter 371 ft ☐ Other

I certify that the above statements are true and correct to the best of my knowledge. Authorization is hereby given to the Authorized Agent to enter upon the above described property for the purpose of lot evaluation and inspection of the OSSF. I also acknowledge that inspection of the OSSF is required prior to all components being covered and use of the system.

Signature of Owner (Name on Deed) Date 9/21/2023

DEPARTMENT USE ONLY BELOW THIS LINE

APPLICATION: ☒ APPROVAL ☐ DISAPPROVAL DATE 9/21/23 INSPECTOR LIC# 31272

Well Log or Plugging Reports Required? ☐ Yes ☒ No Recorded Plat Required? ☐ Yes ☒ No Flood Zone ☒ Yes ☐ No

Brazoria County Appraisal ID # 257472 ETJ Freeport Flood Plain Info: ☒ New Construction ☐ Upgrade

Legal Description: SUB Treasure Island Ab 29 Sec — Block 13 Lot 3 Precinct 1

Authorization to Construct Provided to Installer: Jerry Monical Date: 9-27-23 ☐ In person ☐ Fax ☒ Mail By: me

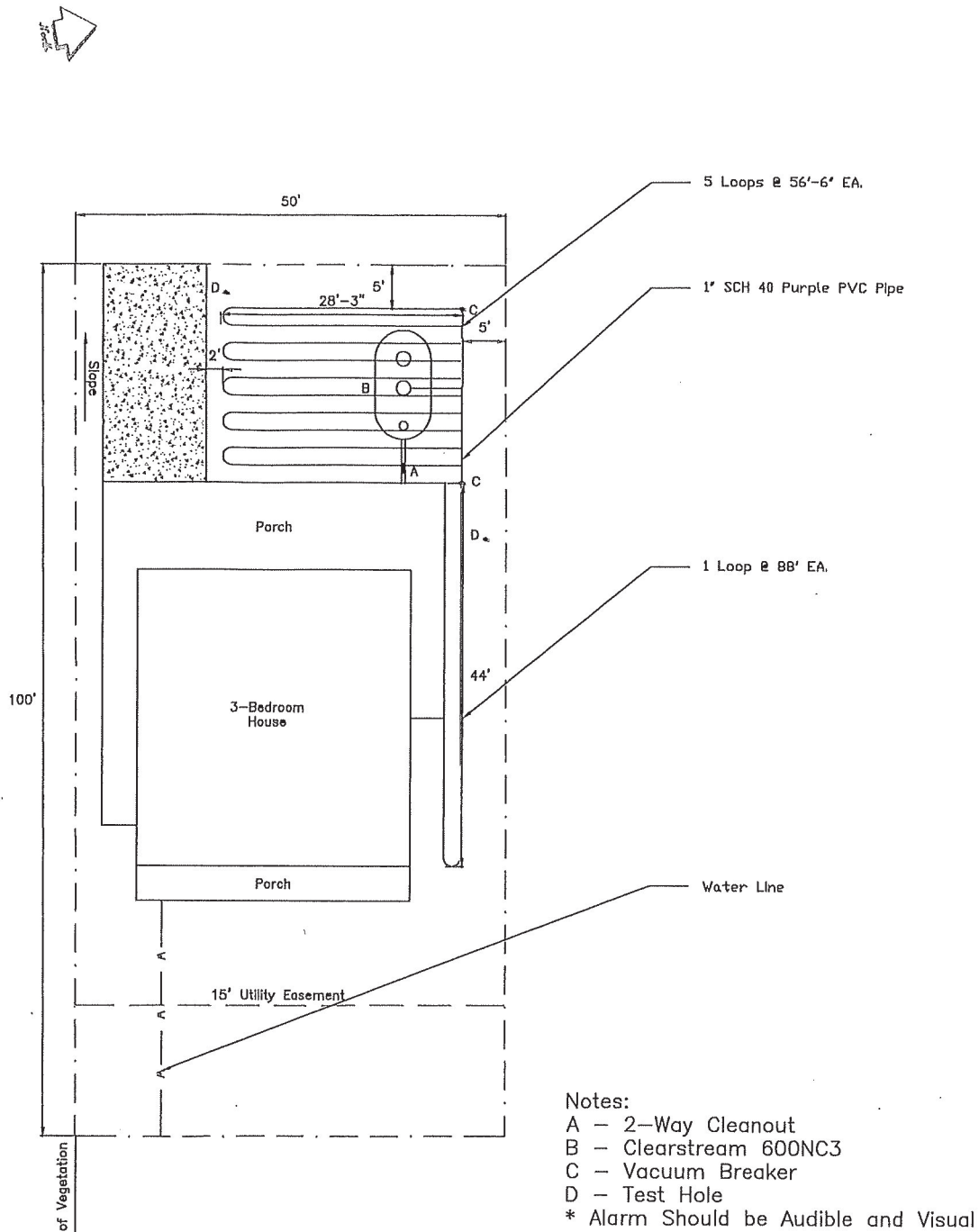
INSPECTION: ☐ APPROVAL ☐ DISAPPROVAL DATE INSPECTOR LIC#

Final Permit Copies Provided to Installer: Date: ☐ In person ☐ Fax ☐ Mail By:

Provided to Maintenance Prov: Date: ☐ In person ☐ Fax ☐ Mail By:

Revised 9/30/21 jcs

** Does require chlorination in notes*



JS
9/20/23

COASTAL AEROBIC SYSTEMS, LLC BRAZORIA, TEXAS		
OWNER : Daniel Schmidt		
ADDRESS : 12906 Jean Lafitte Dr.		
COUNTY : Brazoria	AREA COVERED: 741 SQ. FT	
SCALE : 1" = 20'	DRAWN BY : JDM	DATE : 9/19/23

ELEVATION CERTIFICATE

Important: Follow the instructions on pages 1–9.

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A – PROPERTY INFORMATION				FOR INSURANCE COMPANY USE	
A1. Building Owner's Name Daniel Schmidt				Policy Number:	
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 12906 Jean Lafitte				Company NAIC Number:	
City Freeport		State Texas		ZIP Code 77541	
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) Lot 3, Block 13, Treasure Island Subdivision (Volume 9, Pages 73-74 B.C.P.R.), S.F. Austin Peninsular League, Abstract 29					
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) <u>Residential Pre-Construction</u>					
A5. Latitude/Longitude: Lat. <u>29°04'17.15" N</u> Long. <u>95°07'36.80" W</u> Horizontal Datum: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983					
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.					
A7. Building Diagram Number _____					
A8. For a building with a crawlspace or enclosure(s):					
a) Square footage of crawlspace or enclosure(s) _____ 0.00 sq ft					
b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade <u>0</u>					
c) Total net area of flood openings in A8.b _____ 0.00 sq in					
d) Engineered flood openings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
A9. For a building with an attached garage:					
a) Square footage of attached garage _____ 0.00 sq ft					
b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade <u>0</u>					
c) Total net area of flood openings in A9.b _____ 0.00 sq in					
d) Engineered flood openings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION					
B1. NFIP Community Name & Community Number Brazoria County Unincorporated Area 485458			B2. County Name Brazoria		B3. State Texas
B4. Map/Panel Number 48039C0675	B5. Suffix K	B6. FIRM Index Date 06-05-1989	B7. FIRM Panel Effective/ Revised Date 12-30-2020	B8. Flood Zone(s) VE	B9. Base Flood Elevation(s) (Zone AO, use Base Flood Depth) 16.0'
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9: <input type="checkbox"/> FIS Profile <input checked="" type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other/Source: _____					
B11. Indicate elevation datum used for BFE in Item B9: <input type="checkbox"/> NGVD 1929 <input checked="" type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____					
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Designation Date: _____ <input type="checkbox"/> CBRS <input type="checkbox"/> OPA					

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 12906 Jean Lafitte			Policy Number:
City Freeport	State Texas	ZIP Code 77541	Company NAIC Number

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction

*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO. Complete Items C2.a–h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: RTCM-REF 3521

Vertical Datum: NAVD 88

Indicate elevation datum used for the elevations in items a) through h) below.

☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source: _____

Datum used for building elevations must be the same as that used for the BFE.


Check the measurement used.

- | | | | |
|---|------------|--|---------------------------------|
| a) Top of bottom floor (including basement, crawlspace, or enclosure floor) | _____ | <input type="checkbox"/> feet | <input type="checkbox"/> meters |
| b) Top of the next higher floor | _____ | <input type="checkbox"/> feet | <input type="checkbox"/> meters |
| c) Bottom of the lowest horizontal structural member (V Zones only) | _____ | <input type="checkbox"/> feet | <input type="checkbox"/> meters |
| d) Attached garage (top of slab) | _____ | <input type="checkbox"/> feet | <input type="checkbox"/> meters |
| e) Lowest elevation of machinery or equipment servicing the building
(Describe type of equipment and location in Comments) | _____ | <input type="checkbox"/> feet | <input type="checkbox"/> meters |
| f) Lowest adjacent (finished) grade next to building (LAG) | <u>2.0</u> | <input checked="" type="checkbox"/> feet | <input type="checkbox"/> meters |
| g) Highest adjacent (finished) grade next to building (HAG) | <u>2.2</u> | <input checked="" type="checkbox"/> feet | <input type="checkbox"/> meters |
| h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support | _____ | <input type="checkbox"/> feet | <input type="checkbox"/> meters |

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

Were latitude and longitude in Section A provided by a licensed land surveyor? ☒ Yes ☐ No ☐ Check here if attachments.

Certifier's Name Terry Singletary	License Number TX RPLS 4808		
Title Registered Professional Land Surveyor			
Company Name Doyle & Wachtstetter Inc.			
Address 131 Commerce St.			
City Clute	State Texas		ZIP Code 77531
Signature <i>Terry Singletary</i>	Date 05-04-2023	Telephone (979) 265-3622	Ext. 1042

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including type of equipment and location, per C2(e), if applicable)

A railroad spike was set in a power pole near Southeast corner of subject tract for bench mark at elevation 6.0 feet.

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 12906 Jean Lafitte			Policy Number:
City Freeport	State Texas	ZIP Code 77541	Company NAIC Number

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

- E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
- a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.
- E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E3. Attached garage (top of slab) is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E4. Top of platform of machinery and/or equipment servicing the building is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name

Address City State ZIP Code

Signature Date Telephone

Comments

☐ Check here if attachments.

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 12906 Jean Lafitte			Policy Number:
City Freeport	State Texas	ZIP Code 77541	Company NAIC Number

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

- G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
- G3. ☐ The following information (Items G4–G10) is provided for community floodplain management purposes.

G4. Permit Number

G5. Date Permit Issued

G6. Date Certificate of
Compliance/Occupancy Issued

G7. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building: _____ ☐ feet ☐ meters Datum _____

G9. BFE or (in Zone AO) depth of flooding at the building site: _____ ☐ feet ☐ meters Datum _____

G10. Community's design flood elevation: _____ ☐ feet ☐ meters Datum _____

Local Official's Name

Title

Community Name

Telephone

Signature

Date

Comments (including type of equipment and location, per C2(e), if applicable)

☐ Check here if attachments

BUILDING PHOTOGRAPHS**ELEVATION CERTIFICATE**

See Instructions for Item A6.

OMB No. 1660-0008

Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 12906 Jean Lafitte			Policy Number:
City Freeport	State Texas	ZIP Code 77541	Company NAIC Number
<p>If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.</p>			
Photo One			
Photo One			
Photo One Caption	Front View		Clear Photo One
Photo Two			
Photo Two			
Photo Two Caption	Rear View		Clear Photo Two

ELEVATION CERTIFICATE

BUILDING PHOTOGRAPHS

Continuation Page

OMB No. 1660-0008

Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 12906 Jean Lafitte			Policy Number:
City Freeport	State Texas	ZIP Code 77541	Company NAIC Number

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.

Photo Three

Photo Three

Photo Three Caption

Left Side View

Clear Photo Three

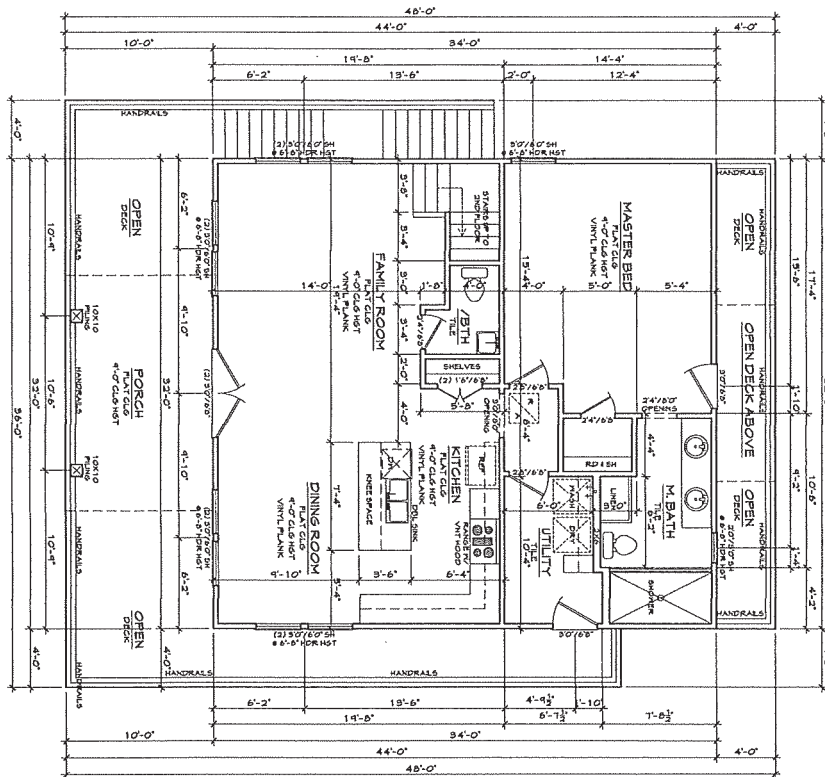
Photo Four

Photo Four

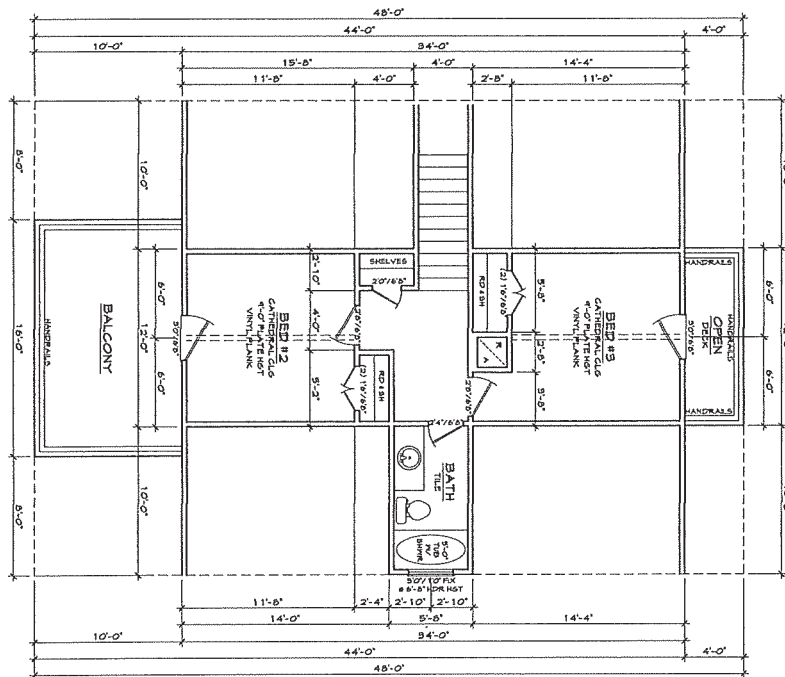
Photo Four Caption

Right Side View

Clear Photo Four



1
A2 1ST FLOOR PLAN
SCALE 1/4" = 1'



1
A2 2ND FLOOR PLAN
SCALE 1/4" = 1'

A2

01-12-22

FLOOR PLAN SCHMIDT RESIDENCE

12906 JEAN LA FITTE - FREEPORT, TEXAS

JOB #: 20224183

DWG. SCALE
1/4" = 1'-0"

REVISION HISTORY

NUMBER	DATE

Moontlight House
Plans
979-482-1867

MOONLIGHT HOUSE PLANS IS A DRAFTING FIRM, NOT AN ARCHITECTURAL OR ARCHITECTURAL FIRM. THESE PLANS ARE TO BE APPROVED BY A LOCAL ENGINEER FOR ALL STRUCTURAL REVISIONS. MOONLIGHT HOUSE PLANS IS NOT RESPONSIBLE FOR ANY STRUCTURAL OR DESIGN MISTAKES. ALL DIMENSIONS SHALL BE IN FEET AND INCHES. DIMENSIONS, DETAILS & SPECIFICATIONS.

DESIGNER WILL NOT BE LIABLE FOR HUMAN ERROR AFTER CONSTRUCTION IS STARTED. THESE DRAWINGS, SPECIFICATIONS AND IDEAS ARE THE PROPERTY OF MOONLIGHT HOUSE PLANS, AND SHALL NOT BE REPRODUCED, REPRODUCED, OR ALTERED IN ANY WAY.



TITLE COMPANY:



Alamo Title Company

G.F. #

ATCH-09-ATCH19090749ME

ISSUE DATE:

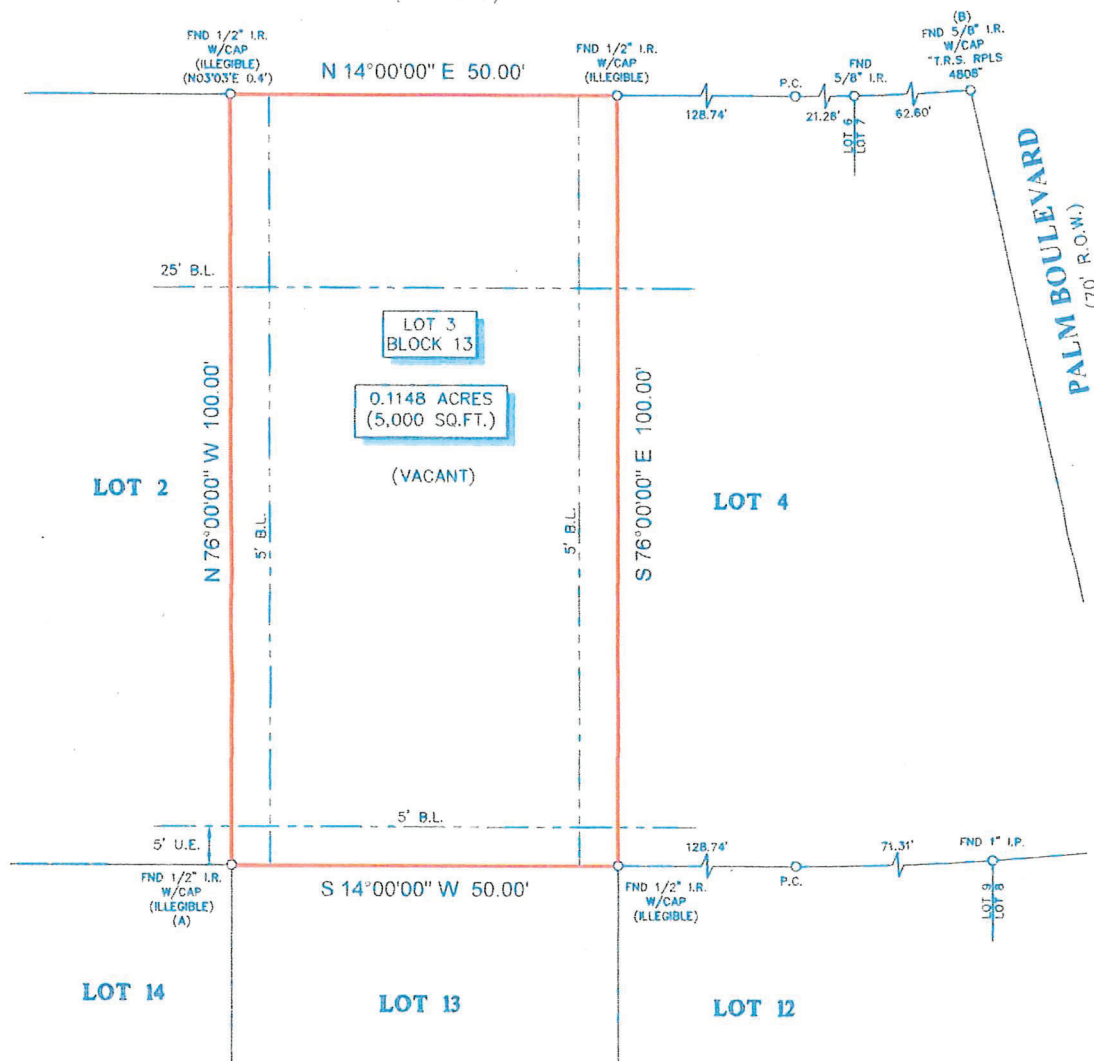
AUGUST 21, 2019



SCALE 1"=20'

JEAN LA FITTE DRIVE

(60' R.O.W.)



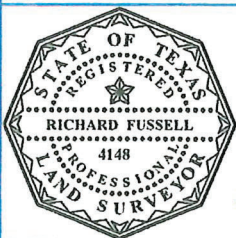
NOTES:

1. ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE SUBDIVISION PLAT NAMED BELOW. POINTS (A) AND (B) WERE HELD FOR HORIZONTAL CONTROL.
2. ABSTRACT INFORMATION FOR THE SUBJECT TRACT WAS PROVIDED BY THE TITLE INSURANCE COMPANY LISTED ABOVE.
3. THIS SURVEY IS CERTIFIED TO THE TITLE INSURANCE COMPANY LISTED ABOVE FOR THIS TRANSACTION ONLY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
4. ALL EASEMENTS AND BUILDING LINES SHOWN ARE PER THE RECORDED PLAT UNLESS OTHERWISE NOTED.
5. THERE ARE NO NATURAL DRAINAGE COURSES ON SUBJECT PROPERTY.
6. SUBJECT TO THE RESTRICTIVE COVENANTS AS LISTED IN SCHEDULE B OF THE TITLE COMMITMENT ISSUED ON AUGUST 21, 2019, UNDER G.F. NO. ATCH-09-ATCH19090749ME.

LEGEND

B.L. = BUILDING LINE
U.E. = UTILITY EASEMENT

LEGAL DESCRIPTION: LOT 3, BLOCK 13, OF TREASURE ISLAND, A SUBDIVISION IN BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 9, PAGE 73 OF THE MAP RECORDS OF BRAZORIA COUNTY, TEXAS.



SURVEYOR'S CERTIFICATE:
IN MY PROFESSIONAL OPINION, THIS PLAT REPRESENTS THE
FACTS FOUND ON THE GROUND DURING THE COURSE OF A
BOUNDARY SURVEY CONDUCTED UNDER MY SUPERVISION ON
AUGUST 22, 2019 AND THAT THIS PLAT SUBSTANTIALLY
COMPLIES WITH THE CURRENT STANDARDS AS ADOPTED BY
THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, AND
THAT THERE ARE NO ENCROACHMENTS OR PROTRUSIONS
EXCEPT AS SHOWN.

RICHARD FUSSELL
RPLS #4148

CLIENT:

DANIEL SCHMIDT AND TRACY SCHMIDT

ADDRESS:

12906 JEAN LA FITTE DRIVE

www.survey1inc.com
survey1@survey1inc.com

Survey 1, Inc.

Your Land Survey Company

Firm Registration No. 100758-00
P.O. Box 2543 | Alvin, TX 77512 | (281)393-1382

FIELD CREW:

JR

TECH:

EF

DRAFTER:

MA

FINAL CHECK:

DATE:

AUGUST 26, 2019

JOB#

8-76431-19

BRAZORIA COUNTY
TEXAS

S.F. AUSTIN PENINSULAR LEAGUE
ABSTRACT 129

BLOCK 13
TREASURE ISLAND
VOLUME 9, PAGES 73-74
B.C.P.R.
LOT 4

JEAN LA FITTE DRIVE (60' R.O.W.)

LEGEND

- FOUND IRON PIPE/ROD
- BUILDING LINE
- EASEMENT
- LOT LINE
- PROPERTY LINE

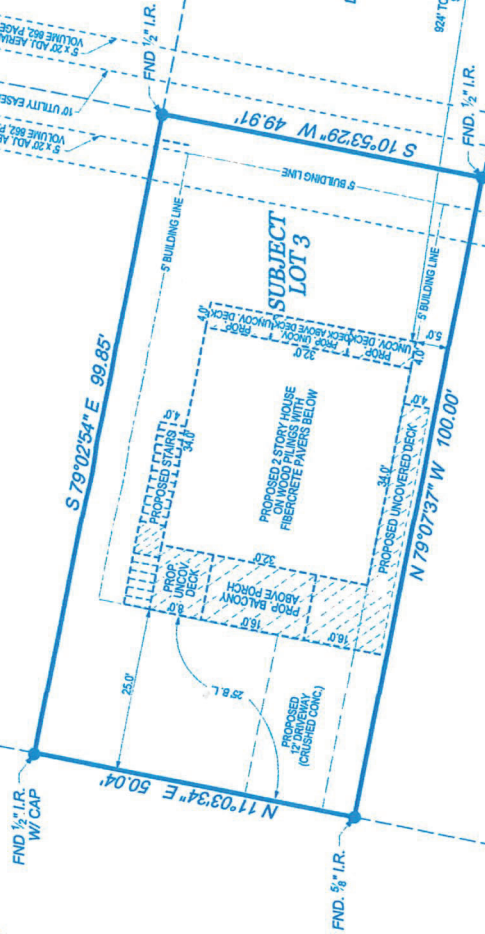


LOT 12

LOT 13

LOT 14

LOT 2



SITE PLAN
OF

LOT 3, BLOCK 13

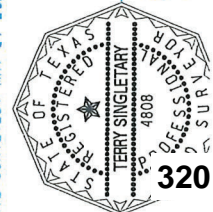
OF
TREASURE ISLAND
AS RECORDED IN
VOLUME 9, PAGES 73-74
OF THE

BRAZORIA COUNTY PLAT RECORDS
IN THE
S.F. AUSTIN PENINSULAR LEAGUE
ABSTRACT 29
BRAZORIA COUNTY, TEXAS

FOR
DANIEL SCHMIDT
12906 JEAN LA FITTE DRIVE



I, TERRY SINGLETARY, REGISTERED PROFESSIONAL LAND SURVEYOR
DO HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE REPRESENTATION OF A
SURVEY MADE UNDER MY SUPERVISION, ON THE GROUND, AND THAT THERE ARE
NO EXCESSES NOR INTRUSIONS ON THIS PROPERTY, EXCEPT AS SHOWN.
DATE SURVEYED: MAY 2, 2023



Terry Singletary
TERRY SINGLETARY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4808

320

- NOTES:
1. ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83).
 2. ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS. (SF = 0.99987763784)
 3. NO TITLE COMMITMENT WAS PROVIDED FOR THIS SURVEY. THERE MAY BE ITEMS OF RECORD WHICH AFFECT THIS PROPERTY, NOT SHOWN HEREON.
 4. THIS PROPERTY LIES WITHIN THE LIMITS OF ZONE "VE", PER FEMA FLOOD INSURANCE RATE MAP NO. 48039C0700K, DATED DECEMBER 30, 2020.
 5. BUILDING LINES AND EASEMENTS ARE PER RECORDED PLAT.









IRC Registration for Builders / Contractors – Effective as of 7-1-2010

Date: 10/9/23 IRC # 511

Name of Company: Davison Gulf Coast LLC

Owner: Garrett Davison

Address: ~~2631~~ 2631 Bluewater HWY Surfside TX 77541

Phone: work: 978-709 6073 Cell: _____

Email: davisongulfcoast@gmail.com



BRAZORIA COUNTY

**NOTICE OF RESIDENTIAL CONSTRUCTION
INSPECTION COMPLIANCE
IN UNINCORPORATED AREA**

(TO BE SUBMITTED BY BUILDER)

10/4/23
Received

2023-530
Related OSSF
Application #

Permit #

511
IRC #

BUILDERS NAME: Garrett Davison

PROJECT INFORMATION

TYPE OF CONSTRUCTION: (Check One)

- 1) New Residential Construction on a vacant lot ☒
- 2) Addition to an Existing Residential Unit ☐

NOTE: *If a property lies in an ETJ it is required to contact the city hall for appropriate building codes.*

LOCATION:

Address 12906 Jean Lafitte

Lot and Block # Lot 3 Block 13 Subdivision Treasure Island

or

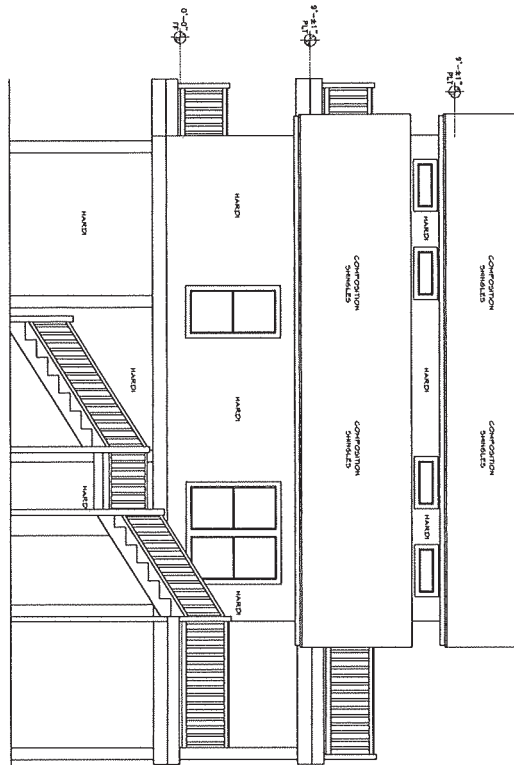
Survey _____ Tract/Acreage _____

or

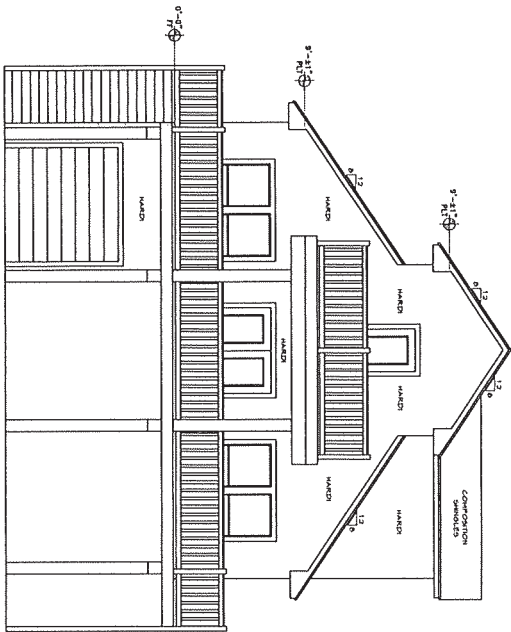
Deed Reference _____ Property ID (MCAD)# 257472

RESIDENTIAL CODE USED IN CONSTRUCTION:

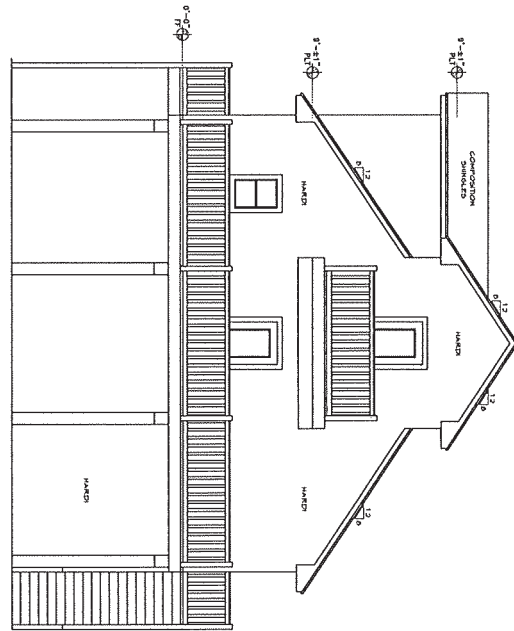
- 1) INTERNATIONAL RESIDENTIAL CODE – published 2006 ☐
date



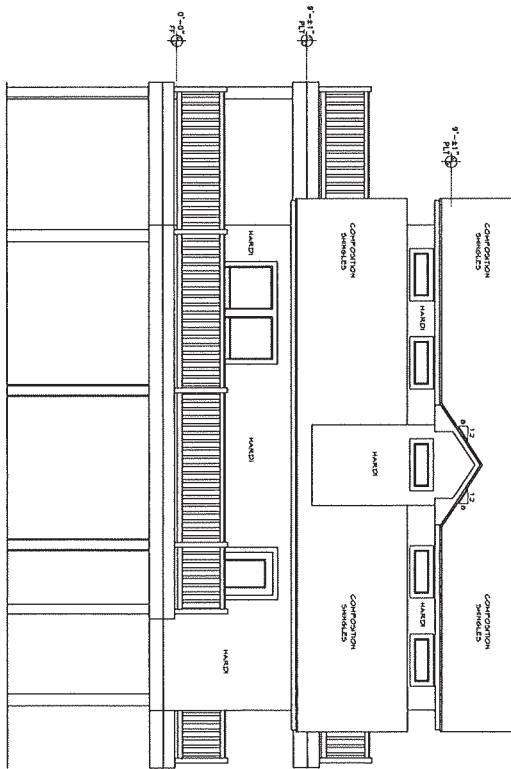
2 LEFT SIDE VIEW
A1 SCALE 1/4" = 1'



1 FRONT VIEW
A1 SCALE 1/4" = 1'



1 REAR VIEW
A2 SCALE 1/4" = 1'



2 RIGHT SIDE VIEW
A2 SCALE 1/4" = 1'

ELEVATIONS

SCHMIDT RESIDENCE

12906 JEAN LA PITTE - FREEPORT, TEXAS

JOB #: 20224103

DATE SCALE:

01-12-22

1/4" = 1'-0"

REVISION HISTORY

NUMBER	DATE

A 1

Moonlight House

Plans

979-482-1967

MOONLIGHT HOUSE PLANS IS A DRAFTING FIRM, NOT AN ENGINEERING OR ARCHITECTURAL FIRM. THESE PRINTS ARE TO BE APPROVED BY A LOCAL ENGINEER FOR ALL STRUCTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING. MOONLIGHT HOUSE PLANS IS NOT RESPONSIBLE FOR ANY STRUCTURAL, MECHANICAL, ELECTRICAL, OR PLUMBING. ALL DIMENSIONS, DETAILS & SPECIFICATIONS. DESIGNER WILL NOT BE LIABLE FOR HUMAN ERROR AFTER CONSTRUCTION IS STARTED.

THESE DRAWINGS, SPECIFICATIONS AND DETAILS ARE THE PROPERTY OF MOONLIGHT HOUSE PLANS, AND SHALL NOT BE REPRODUCED, COPIED, OR ALTERED IN ANY WAY.

327



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.31.

11/14/2023

DSHS Contract No. HHS001311200028 Amendment No. 1 Public Health Emergency Preparedness (PHEP)

The Court approves the DSHS Contract No. HHS001311200028 Amendment No. 1 for Public Health Emergency Preparedness (PHEP) activities.

The Court authorizes the County Judge sign all documents related to this amendment, including e-signature.

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001311200028
AMENDMENT No. 1**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**System Agency**”) and **BRAZORIA COUNTY HEALTH DEPARTMENT** (“**Grantee**”), collectively referred to as the “**Parties**” to that certain Public Health Emergency Preparedness (“**PHEP**”) contract, effective July 1, 2023, and denominated as System Agency Contract No. HHS001311200028 (the “**Contract**”), now want to amend the Contract.

WHEREAS, System Agency wants to revise Section **X, FEDERAL AWARD INFORMATION**, of the Contract Signature Document; and

WHEREAS, the Parties want to revise **ATTACHMENT A, FY2024 STATEMENT OF WORK**; and **ATTACHMENT C, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**.

NOW, THEREFORE, the Parties agree as follows:

1. **SECTION X, FEDERAL AWARD INFORMATION**, of the Contract Signature Document is deleted in its entirety and replaced as follows:

GRANTEE’S UNIQUE ENTITY IDENTIFIER IS: N1GLHP8EWH9

Federal funding under this Grant Agreement is a subaward under the following federal award.

Federal Award Identification Number (FAIN): NU90TP922045

A. Assistance Listings Title, Number, and Dollar Amount: Centers for Disease Control and Prevention, Public Health Emergency Preparedness (PHEP) Cooperative Agreement, 93.069 – 5 NU90TP922045-05-00

B. Federal Award Date: 6/30/2023

C. Federal Award Period: 7/1/2023-6/30/2024

D. Name of Federal Awarding Agency: Centers for Disease Control and Prevention

E. Federal Award Project Description: Public Health Emergency Preparedness (PHEP) Cooperative Agreement

F. Awarding Official Contact Information: Ms. Kimberly Champion, Grants Management Specialist; grf9@cdc.gov; (404) 498-4229

G. Total Amount of Federal Funds Awarded to System Agency: \$48,141,790.00

H. Amount of Funds Awarded to Grantee: \$220,140.00

I. Identification of Whether the Award is for Research and Development: No

2. **ATTACHMENT A, FY2024 STATEMENT OF WORK**, of the Contract, is deleted in its entirety and replaced with **ATTACHMENT A.1, FY2024 STATEMENT OF WORK**, which is attached to this Amendment and incorporated into the Contract as if fully set forth therein.

3. **ATTACHMENT C, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**, of the Contract, is deleted in its entirety and replaced with **ATTACHMENT C.1, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**, which is attached to this Amendment and incorporated into the Contract as if fully set forth therein.
4. This Amendment shall be effective as of the date last signed below.
5. Except as amended and modified by this Amendment, all terms and conditions of the Contract shall remain in full force and effect.
6. Any further revisions to the Contract shall be by written agreement of the Parties.
7. Each Party represents and warrants that the person executing this Amendment No. 1 on its behalf has full power and authority to enter into this Amendment.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 1
SYSTEM AGENCY CONTRACT NO. HHS001311200028

DEPARTMENT OF STATE HEALTH SERVICES BRAZORIA COUNTY HEALTH DEPARTMENT

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date of Signature: _____ Date of Signature: _____

**THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AMENDMENT AND THEIR TERMS ARE
INCORPORATED INTO THE CONTRACT BY REFERENCE:**

- ATTACHMENT A.1 - FY2024 STATEMENT OF WORK**
- ATTACHMENT C.1 - FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**

ATTACHMENT A.1

FY2024 STATEMENT OF WORK

July 1, 2023, through June 30, 2024

I. GRANTEE RESPONSIBILITIES

Grantee shall:

- A.** 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.** Perform the activities required under this Contract in the following cities, counties or groups of counties: Brazoria (Grantee’s “Jurisdiction”).
- C.** Provide System Agency with situational awareness data generated through interoperable networks of electronic data systems.
- D.** Coordinate with System Agency program staff to develop a preparedness activity plan for Grantee’s jurisdiction. At minimum, Grantee shall ensure at least three of the following public health emergency preparedness capabilities are achieved on an annual basis:
 - 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

ATTACHMENT A.1

FY2024 STATEMENT OF WORK

July 1, 2023, through June 30, 2024

sector. This capability includes the routine sharing of 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 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 – 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 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

ATTACHMENT A.1

FY2024 STATEMENT OF WORK

July 1, 2023, through June 30, 2024

- 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 volunteers to support the jurisdictional public health agency’s preparedness, response, and recovery activities during pre-deployment, deployment, and post-deployment.
- E.** In the event of a local, state, or federal emergency, utilize approximately five percent (5%) of the Grantee’s staff’s time supporting this Contract for response efforts. System Agency will reimburse Grantee up to five percent of the total Contract award for personnel costs in responding to an emergency event. Grantee shall maintain records to document the personnel time spent on response efforts for audit purposes. Within five (5) calendar days of the onset of the emergency, Grantee shall notify the assigned System Agency Contract Representative as identified in the Signature Document in writing of its implementation of this provision.
- F.** 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 jurisdiction served, to the affected area of the state upon receipt of a written request from System Agency.
- G.** 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, jurisdictional Metropolitan Medical Response Systems, and Councils of Government.
- H.** Inform System Agency in writing if Grantee will not continue performance under this Contract within thirty (30) days of receipt of System Agency’s notification of an amended standard(s) or guideline(s). System Agency may terminate this Contract immediately or within a reasonable period of time as determined by System Agency.
- I.** Develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.
- J.** Have plans, processes, and training in place to meet NIMS compliance requirements.
- K.** When using volunteers during the Contract term, 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.
- L.** To ensure consistency and coordination of requirements at the local level and eliminate

ATTACHMENT A.1 FY2024 STATEMENT OF WORK

July 1, 2023, through June 30, 2024

duplication of effort between the various domestic preparedness funding sources in the state, the Grantee shall coordinate all planning, training and exercises performed under this Contract with other Local Health Entities, Texas Division of Emergency Management (“TDEM”), or other points of contact at the discretion of System Agency.

- M.** Coordinate all risk communication activities with System Agency Communications Unit by using System Agency’s core messages posted on the System Agency website and submitting copies of draft risk communication materials to System Agency for coordination prior to dissemination.
- N.** Work with the Regional Health Care Coalition to develop comprehensive preparedness strategies. Plans shall be submitted to System Agency via the Operational Readiness Review.
- O.** Incorporate Access and Functional Needs (“AFN”) partners in an annual PHEP exercise. Local jurisdictions can fulfill this requirement by incorporating at least one AFN partner in a tabletop, a functional, or a full-scale exercise, or during an incident or public health event in which the AFN partner participates.
- P.** Designate a member of the PHEP program to attend two regional healthcare coalition meetings during the Contract term.

II. REPORTING REQUIREMENTS

Grantee shall:

- A.** Complete and submit the programmatic reports outlined in **ATTACHMENT C.1, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE** and as needed to satisfy the information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c). Grantee shall provide System Agency with other reports, including financial reports, that System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance.
- B.** Prepare and submit an Initial Work Plan with a Budget to System Agency. The Work Plan will be attached to and incorporated into the Contract as **ATTACHMENT K**. Revisions to the approved Work Plan are subject to System Agency prior written approval.
- C.** Prepare and submit a current Integrated Preparedness Plan (“IPP”), which must include at least four years of progressive exercise, planning and training to System Agency according to the due date and submission method outlined in **ATTACHMENT C.1, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**. The IPP must be based on the results of the Grantee’s training needs assessment and the evaluations of previous exercises and responses, including the AAR submitted in Section II. D of this document.

ATTACHMENT A.1 FY2024 STATEMENT OF WORK

July 1, 2023, through June 30, 2024

The IPP must include a description of:

1. The proposed location, month(s), and year(s) of future exercise(s);
2. The type of future exercise(s) that will take place; and
3. The expected departmental participants and partner organizations.

- D.** Prepare and submit an After-Action Review/Improvement Plan (“AAR/IP”) for the annual PHEP exercise with Access and Functional Needs. All AAR/IPs must be submitted to System Agency within 60 calendar days, or 120 calendar days of a Real-World Incident (“RWI”), of the completion of the exercise/response according to the due date and submission method outlined in **ATTACHMENT C.1, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**.
- E.** Complete and submit specific forms identified by the System Agency from the Operational Readiness Review (“ORR”) to System Agency by uploading supporting documentation to System Agency according to the due date and submission method outlined in **ATTACHMENT C.1, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**. This reporting requirement is waived in FY2024 but will be reinstated in FY2025.
- F.** Prepare and submit a Programmatic Mid-Year and End-of-Year Performance Report to System Agency according to the due date and submission method outlined in **ATTACHMENT C.1, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**.
- G.** Submit evidence of attendance at two regional healthcare coalition meetings during the Contract term according to the due date and submission method outlined in **ATTACHMENT C.1, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**.
- H.** Submit a Financial Status Report (FSR) in accordance with the due dates and submission methods outlined in **ATTACHMENT C.1, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**. The first FSR (for the period July 1, 2023, through December 31, 2023) is due by January 31, 2024. The second FSR (for the period January 1, 2024, through June 30, 2024) is due by August 15, 2024. Grantee shall electronically submit Financial Status Reports (FSR) to invoices@dshs.texas.gov and FSRGrants@dshs.texas.gov, with a copy to the assigned System Agency Contract Representative identified in the Signature Document.
- I.** If System Agency determines Grantee needs to submit reports by mail or fax, Grantee shall 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

ATTACHMENT A.1

FY2024 STATEMENT OF WORK

July 1, 2023, through June 30, 2024

Austin, TX 78714-9347

2. For submission by fax, use number below:
(512) 458-7442

- J.** Immediately notify System Agency in writing if Grantee is legally prohibited from providing any report required under this Contract.

III. RULES

Grantee shall:

- A.** 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 (§418.074);
 2. Public Law 109-417, Pandemic and All-Hazards Preparedness and Advancing Innovation Act (“PAHPAI”);
 3. Texas Health and Safety Code Chapter 81; and
 4. Section 319C-1 of the Public Health Service (PHS) Act (47 USC § 247d-3a), as amended.

IV. PERFORMANCE MEASURES

- A.** System Agency will monitor the Grantee’s performance of the requirements in this Statement of Work and compliance with the Contract’s terms and conditions.
- B.** Grantee must adhere to PHEP reporting deadlines and the capability to receive, stage, store, distribute, and dispense material during a public health emergency. Failure to meet these requirements may result in System Agency withholding a portion of the current fiscal year PHEP base award.
- C.** Upon request by System Agency, Grantee shall reasonably revise any performance measure to System Agency’s satisfaction and in accordance with the requirements set forth in this Contract.

V. INVOICE AND PAYMENT

- A.** Grantee shall request monthly payments by the 30th day following the service month using the State of Texas Purchase Vouchers (Form B-13 and Form B-13A) at <http://www.dshs.texas.gov/grants/forms.shtm>. System Agency will issue reimbursement payments to Grantee on a monthly basis for reported actual cash disbursements which are supported by adequate documentation. Invoice approval and payment is contingent upon

ATTACHMENT A.1

FY2024 STATEMENT OF WORK

July 1, 2023, through June 30, 2024

receipt of adequate supporting documentation and submitting acceptable supporting documentation 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 Signature Document.

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 which is required by this Statement of Work or as requested by System Agency.

- B.** Grantee shall electronically submit all invoices with supporting documentation to invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov and a copy to the assigned System Agency Contract Representative identified in the Signature Document. Alternative submission arrangements must be approved by the assigned System Agency Contract Representative identified in the Signature Document.
- C.** System Agency will pay Grantee monthly on a cost reimbursement basis. System Agency will reimburse Grantee only for allowable and reported expenses incurred within the grant term.

ATTACHMENT C.1 - FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE (Revised August 2023)			
MONTH	DAY	CONTRACTUAL REQUIREMENT	SUBMIT TO:
2023			
July	1	Start of new FY24 contract year	
August	31	July B-13	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov
		July Support Documentation	
September	30	August B-13	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov
		August Support Documentation	
October	16	Contractor's Property Inventory Report (GC-11)	Assigned Contract Manager
	31	September B-13	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov
		September Support Documentation	
November	30	October B-13	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov
		October Support Documentation	
December	29	November B-13	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov
		November Support Documentation	
2024			
January	31	December B-13	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov
		December Support Documentation	
		1st Biannual FSR	FSRGrants@dshs.texas.gov and invoices@dshs.texas.gov
		Programmatic Mid-Year Performance Report	DSHS CHEPR External SharePoint Site
February	28	January B-13	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov
		January Support Documentation	
March	31	February B-13	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov
		February Support Documentation	
April	30	March B-13	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov
		March Support Documentation	
May	1	Integrated Preparedness Plan (IPP) Schedule/Plan	Qualtrics
	31	April B-13	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov
		April Support Documentation	
June	30	Submit proof of attendance of two (2) regional healthcare coalition meetings from the contract period	DSHS CHEPR External SharePoint Site
		Annual PHEP Exercise with Access and Functional Needs (AFN) Partners (AAR)	DSHS CHEPR External SharePoint Site
July	1	Start of new FY25 contract year (BP1 Work Plan Due)	Qualtrics
August	15	June B-13 (Final)	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov
		June Support Documentation (Final)	
		2nd Biannual FSR	FSRGrants@dshs.texas.gov and invoices@dshs.texas.gov
		4th Quarter B-13A (Final)	Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov
		Programmatic End-of-Year Performance Report	Qualtrics
NON-SPECIFIC DATE DEADLINES			
Performance Measures due to DSHS in a format specified by DSHS pending release of the report template from CDC.			DSHS CHEPR External SharePoint Site
DSHS may add contractual requirements and revise reporting due dates in this FY2024 PHEP Contractual Reporting Schedule to comply with modifications made to the grant award by the CDC. DSHS will notify Grantee of these modifications through a Technical Guidance Letter.			
PHEP Inbox - phep@dshs.texas.gov			
Attachment C.1 FY2024 PHEP Contractual Requirements Schedule			

Certificate Of Completion

Envelope Id: 2FA1AC13C5F142EF9F5DD83395149E35

Status: Sent

Subject: HHS001311200028, Brazoria County, A-1, DSHS CPS-Hazards

Source Envelope:

Document Pages: 11

Signatures: 0

Certificate Pages: 2

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

CMS Internal Routing Mailbox

11493 Sunset Hills Road

#100

Reston, VA 20190

CMS.InternalRouting@dshs.texas.gov

IP Address: 167.137.1.15

Record Tracking

Status: Original

10/19/2023 4:38:45 PM

Holder: CMS Internal Routing Mailbox

CMS.InternalRouting@dshs.texas.gov

Location: DocuSign

Signer Events**Signature****Timestamp**

L. M. "Matt" Sebesta, Jr.

Sent: 10/19/2023 4:48:50 PM

matts@brazoriacountytx.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Jonah Wilczynski

jonah.wilczynski@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

Dave Gruber

Dave.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 CMS Internal Routing Mailbox cms.internalrouting@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Fred L. Waterman Fred.Waterman@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 10/19/2023 4:48:49 PM Viewed: 10/19/2023 4:51:19 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/19/2023 4:48:49 PM
Payment Events	Status	Timestamps



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.32.

11/14/2023

Approve Temporary Closure of Stephen F. Austin - Munson Historical Park

WHEREAS, the Stephen F. Austin - Munson Historical Park (the Park) ordinarily holds operating hours of 8:00 a.m. to 5:00 p.m., Wednesday through Sunday; and

WHEREAS, the Park will be closed Thursday, November 23, 2023, and Friday, November 24, 2023, in observance of Thanksgiving Day; and

WHEREAS, the Park staff consists of only two employees, making it impracticable to conduct park operations during such holiday periods.

THEREFORE, the Parks Director is hereby authorized to close the Park on Wednesday, November 22, 2023, and to reopen at normal operating hours on Saturday, November 25, 2023. The Director will provide for adequate notice to the general public of the closure.

FURTHER, a copy of this Order is to be furnished to the Parks Director.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.33.

11/14/2023

Advertise Bids for Road Safety Products

Approval to advertise for bids for the following "Road Safety Products":

- Signs and Posts
- Reflective Sheeting
- Barricade and Barricade Sheeting



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.34.

11/14/2023

Amend Court Order 7.T.3 Dated July 13, 2021 - Advertise RFSQ for Construction Engineering, Inspection and Material Testing at Quintana Beach Public Fishing Pier

Amend Court Order 7.T.1. dated July 13, 2021 "Advertise RFSQ for Construction Engineering, Inspection and Material Testing at Quintana Beach Public Fishing Pier" in order to revise evaluation committee members. Amendment is needed to remove Johnny Norris and add Chad Davenport with the Parks Department and to replace Natasha Stulberg from the Purchasing Department with Susan Serrano as the non-voting member.

All other evaluation committee members to remain the same.

July 13, 2021
THE COMMISSIONERS' COURT OF BRAZORIA COUNTY
REGULAR SESSION

ORDER NO. 7.T.3

RE: Advertise RFSQ for Construction Engineering, Inspection and Material Testing at Quintana Beach Public Fishing Pier

Approval to advertise a Request for Statement of Qualifications for "Construction Engineering, Inspection and Material Testing Services for Quintana Beach Public Fishing Pier" a BP Restore Act-Bucket One project.

Further, appoint a committee to review the proposal submittals from the person shown below, their designee, or other persons as determined by the Court.

Commissioner Dude Payne, Precinct One
Bryan Frazier, Parks Department
Johnny Norris, Parks Department
Engineering Designee, Engineering Department
Natasha Stulberg, Purchasing Department (non-voting member)



BrazoriaCounty TX

Court Order

Passed
Jul 13, 2021 9:00 AM

Advertise RFSQ for Construction Engineering, Inspection and Material Testing at Quintana Beach Public Fishing Pier

Information

Department:
Category:

Purchasing
RFP

Sponsors:

Attachments

[Printout](#)

Body

Approval to advertise a Request for Statement of Qualifications for "Construction Engineering, Inspection and Material Testing Services for Quintana Beach Public Fishing Pier" a BP Restore Act-Bucket One project.

Further, appoint a committee to review the proposal submittals from the person shown below, their designee, or other persons as determined by the Court.

Commissioner Dude Payne, Precinct One
Bryan Frazier, Parks Department
Johnny Norris, Parks Department
Engineering Designee, Engineering Department
Natasha Stulberg, Purchasing Department (non-voting member)

Meeting History

Jul 13, 2021 9:00 AM Media

Commissioners' Court Regular Session

 **Draft**

RESULT: PASSED [UNANIMOUS]
MOVER: Donald "Dude" Payne, Commissioner
SECONDER: David R. Linder, Commissioner
AYES: L.M. "Matt" Sebesta, Donald "Dude" Payne, Stacy L. Adams, David R. Linder
ABSENT: Ryan Cade

Powered by **Granicus**



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.35.

11/14/2023

Name Change Affidavit and Amendment Due to Acquisition

Approve an "Amendment for a Name Change for Fresh Can d/b/a Texas Waste Co." to Honey Bucket for ITB #21-47 Waste Management Services-Port-A-Cans, due to an acquisition, as per the attached.

BRAZORIA COUNTY, TX
Contract No. 21-47 Waste Management Services-Port-A-Cans
AMENDMENT

DATE: 10/27/2023

Amendment to Contract No. 21-47 ("Amendment") by and between **BRAZORIA COUNTY, TX** ("County") and **Honey Bucket**, the successor in interest to **Fresh Can dba Texas Waste Co.**

Recitals

WHEREAS, the County entered into Contract No. 21-47 dated April 13, 2021;

WHEREAS, **Honey Bucket** acquired the assets of **Fresh Can dba Texas Waste Co.** on October 23, 2023, which includes performance obligations under this Contract;

NOW THEREFORE, the parties hereby agree as follows:

1. Consent to Assignment. The County consents to the assignment of this Contract to **Honey Bucket**.

IN WITNESS WHEREOF, the parties have duly executed this Amendment on the date above written.

BRAZORIA COUNTY, TEXAS

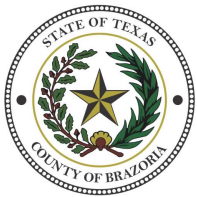
Name: _____

Title: _____

Company: **Honey Bucket**

Name: _____

Title: _____



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.36.

11/14/2023

Interlocal Agreement with Equalis Group Purchasing Cooperative

Upon recommendation of the County Purchasing Director, approval is requested to enter into an interlocal agreement with Equalis Group, LLC to allow Brazoria County the ability to utilize contracts that have been competitively bid by the lead government agencies. The utilization of purchasing cooperatives via interlocal agreements create efficiencies and cost savings, which benefits the County.

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



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the “**Agreement**”) is entered into by and between those certain government agencies that execute a Management Services Agreement (“**Lead Agencies**”) with Equalis Group LLC (“**Equalis Group**”) to be appended and made a part hereof and such other public agencies, non-profit organizations, and businesses (each a “**Purchasing Group Member**”) who register to participate in the cooperative purchasing programs administered by Equalis Group and its affiliates and subsidiaries (collectively, “**Equalis Group Purchasing Program**”) by either registering on an Equalis Group Purchasing Program website (such as www.equalisgroup.org) or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process conducted by Lead Agencies, Lead Agencies enter into master agreements (“**Master Agreements**”) with awarded suppliers to provide a variety of goods, products, and services (“**Products**”) to the applicable Lead Agency and Purchasing Group Members;

WHEREAS, Master Agreements are made available to Purchasing Group Members by Lead Agencies through the Equalis Group Purchasing Program and provide that Purchasing Group Members may voluntarily purchase Products on the same terms, conditions, and pricing as the Lead Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the Equalis Group Purchasing Program may from time to time offer Purchasing Group Members the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The procurement of Products by Purchasing Group Member party to this Agreement shall be conducted in accordance with and subject to the relevant federal, state, and local statutes, ordinances, rules, and regulations that govern Purchasing Group Member’s procurement practices.
3. The cooperative use of Master Agreements and other group purchasing agreements shall be conducted in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state, or local law.
4. The Lead Agencies will make available, upon reasonable request and subject to convenience, information about Master Agreements which may assist in facilitating and improving the procurement of Products by the Purchasing Group Member.
5. Purchasing Group Member agrees that Equalis Group Purchasing Program may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling Purchasing Group Member in another GPO’s purchasing program; provided that the purchase of Products shall be at Purchasing Group Member’s sole discretion.
6. Purchasing Group Member shall make timely payments to the distributor, manufacturer, or other vendor (each a “**Supplier**”) for Products procured and received through any Master Agreement or GPO group purchasing agreement (each an “**Equalis Agreement**”) in accordance with the terms and conditions of this Agreement and of the Equalis Agreement, as applicable.
7. Purchasing Group Member acknowledges and agrees that Equalis Group may receive fees (“**Administrative Fees**”) from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by Purchasing Group Member under an Equalis Agreement. Equalis Group’s standard Administrative Fees are two percent (2%) or less. Equalis Group shall provide Purchasing Group Member with access to a listing of Equalis Agreements that provide for the payment to Equalis of

Administrative Fee in excess of three percent (3%). Additionally, Equalis Group shall provide Purchasing Group Member with access to an annual report listing Purchasing Group Member's purchases of Products through Equalis Agreements and the associated Administrative Fees received by Equalis Group.

8. Purchasing Group Member agrees that Products purchased under Equalis Agreements are for Purchasing Group Member's own use in the conduct of its business, and in no event shall Purchasing Group Member sell, resell, lease, or otherwise transfer goods purchased through Equalis Agreements to an unrelated third party unless expressly permitted by the terms of the applicable Equalis Agreement.
9. Payment for Products and inspections and acceptance of Products ordered by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member. Disputes between Purchasing Group Member and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by Purchasing Group Member and the Supplier. The exercise of any rights or remedies by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member.
10. Purchasing Group Member shall not use this Agreement or the terms and conditions of any Equalis Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
11. Purchasing Group Member shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a party procuring Products under this Agreement. To the extent permitted by law, the party procuring Products shall hold any non-procuring party harmless from any liability that may arise from action or inaction of the party procuring Products. Without limiting the generality of the foregoing, Equalis Group Purchasing Program makes no representations or warranties regarding any Product or Equalis Agreement and shall have no liability for any act or omission by a Supplier or other party under an Equalis Agreement.
12. This Agreement shall remain in effect unless terminated by one party giving thirty (30) days' written notice to the other party. The provisions of **Sections 5, 6, 7, 8, and 9** hereof shall survive any such termination.
13. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
14. This Agreement and the rights and obligations hereunder may not be assignable by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Purchasing Group Member and Equalis Group may assign their respective rights and obligations under this Agreement without the consent of the other party in the event either Purchasing Group Member or Equalis Group shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this **Section 14** will be null and void.
15. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
16. Equalis shall not be liable to Purchasing Group for any action, or failure to take action, of a Supplier in connection with the performance of Supplier's obligations under an Equalis Agreement.
17. Each party to this Agreement acknowledges it has read the Agreement and represents and warrants that it has the necessary legal authority and is legally authorized to execute and enter into this Agreement.
18. This Agreement shall take effect upon Purchasing Group Member (i) executing a copy of this Agreement, or (ii) registering on an Equalis Group Purchasing Program website.



The easiest way to complete this form is to visit: www.equalisgroup.org/member-registration. You may also fill out this form electronically, print and sign it, then scan and email the fully completed document to membership@equalisgroup.org.

Agency Information			
Agency Name:			
Agency Type:			
Agency Department:			
Street Address:			
City / St / Zip:			
Phone #:			
Federal Tax ID:			
Website URL:			

Primary Contact Information	
Name:	
Title:	
Phone #:	
Email:	
Which contract(s) are you interested in?:	

IN WITNESS WHEREOF, I hereby acknowledge, on behalf of _____, that I have read and agreed to the general terms and conditions set forth in the Equalis Group Master Intergovernmental Purchasing Agreement.

Authorized Signator	
Name:	
Title:	
Date:	

Signed: _____



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.37.

11/14/2023

Amendment No. 1 for RFP #18-79 Alcohol and Drug Testing Services

Approve Amendment No. 1 for "RFP #18-79 Alcohol and Drug Testing Services" with DISA Global Solutions, Inc. of Houston, Texas to extend the current contract for another twelve (12) month period, subject to the terms, conditions and pricing of the current contract which is set to expire on November 29, 2023.

The renewal period will be November 30, 2023 to November 29, 2024.

FIRST AMENDMENT TO RFP #18-79 ALCOHOL AND DRUG TESTING SERVICES

This AMENDMENT is by and between Brazoria County, Texas and DISA Global Solutions, Inc., located at 2646 South Loop West #550, Houston, Texas 77054. Except as set forth in this amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

DISA Global Solutions, Inc. and Customer are parties to RFP#18-79 effective as of November 16, 2018, (the "Agreement"), and agree to make the following amendment a part of said Agreement.

The parties agree to a sixth (6th) and final renewal term subject to the terms, conditions, and pricing and of the current contract.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

DISA Global Solutions, Inc.

By: Mark Mayo

Name: Mark Mayo

Title: CFO

BRAZORIA COUNTY

By: _____

Name:

Title:



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.38.

11/14/2023

Kofile Proposal for Critical Records Management for the County Clerk's Office

Approve the request submitted by Joyce Hudman, Brazoria County Clerk, for \$599,996.04 for "Critical Records Management-Preservation of Probate Wills Case Files" utilizing the TXMAS Cooperative Contract number TXMAS-23-92001.

The project will utilize funds from the departments approved Fiscal Year 2024 Records Management - Recording budget.

August 30, 2023

Honorable Joyce Hudman
Brazoria County Clerk

Critical Records Management

Preservation of Probate Wills Case Files

SUBMITTED BY:

Billy Gerwick
Account Executive
billy.gerwick@kofile.com
(832) 373-9124

Kofile 

6300 Cedar Springs Road, Dallas, TX 75235

p: 214.442.6668 | f: 214.442.6669

info@kofile.com | www.Kofile.com

Dear Honorable Joyce Hudman,

This proposal addresses Brazoria County Clerk's historical records and is presented by Kofile Technologies, Inc. (Kofile). Quoted services include conservation treatments and rehousing. Archival rehousing includes encapsulation and loose-leaf binding into Archival Recorder Binders. Note that prices for the inventory herein are good for 90 days from the date of this assessment.

Kofile Technologies, Inc. (Kofile) is uniquely qualified to complete Brazoria County Clerk's modernization goals by taking an innovative approach to this project to ensure a successful outcome. Kofile's basis for success is decades of experience, realistic solutions, and professional analysis. Each project is unique and deserves special attention. Our team provides realistic solutions, professional analysis, and innovative archival products to equip records stewards with the information and resources needed to preserve collections.

Kofile performs all services in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC).

Preservation minimizes the chemical and physical deterioration of the page which prolongs the existence and useful life of the original format. Preservation can include removal of the original from public access, creating a security copy, treatment, stabilization, preventative care, digitization - or any maintenance or repair of the existing resource.

AREAS OF CONCERN

Sound preservation ensures accessibility to these irreplaceable and permanent documents forever.

Acidic Paper

Past papermaking utilized bleach to obtain white sheets. As a result, this paper becomes increasingly acidic as evidenced by embrittlement and yellowish-brown discoloring. Paper also embrittles when relative humidity drops or fluctuates.

Acidic Ink

Acidic inks can "eat" or "burn" through a sheet. Unmonitored temperature and relative humidity (RH) accelerate this process. Inks can also fade with exposure to UV light. Historically, iron gall inks were the standard. These inks contain sulfuric acid - which fades with time. With proper treatments, chemical breakdowns (such as acid hydrolysis) are remedied.

Mechanical Damage (Use & Abuse)

Everyday use greatly affects collections. Sheets bear signs of grime and the natural oils of hands. Exposed sheets are susceptible to damage and loss. Dirt and other pollutants can serve as ignition sources and weaken exposed paper. Exposed fragments become abused even with careful use.

Binding Margin

The binding margins of many volumes are compromised due to guillotining. In order to rebind and protect these sheets, encapsulation is the only solution. If a volume were rebound as is, without encapsulation, vital information would be lost in the binding margin.

Always question vendors if they recommend power cutters (guillotining) to dismantle sewn books. Kofile never attempts any procedure that could result in a loss of text or weaken the integrity of the paper. A sheet's binding margin should never be compromised.

Broken Book Block

Once a binding fails, damage escalates. Sheets are free to drift from the protection of the book block. With exposure, fragments become abused and susceptible to loss.

Failing Index Stacks

Index Books sustain the most use. Thus, they suffer greater risks of text loss and sheet deterioration. Paper strength is completely depleted from continuous use. Eventually, tabs and sheet fragments are lost. Immediate attention is required.

Tape & Non-Archival Adhesives

The Library of Congress warns about the culprits of "pressure sensitive tapes—such as scotch, masking, 'invisible,' quick-release, cellophane, and even so-called 'archival' tapes"—all are unstable. These tapes and adhesives "will stain the paper and may cause inks and colors to 'bleed.' Many lose their adhesive properties and fall off with age, leaving behind a residue that is unsightly, damaging to the item and difficult to remove."

Adhesive stains lead to issues during imaging. Awarding a low-bid imaging and microfilm project may result in illegible images. To enhance image quality, conservation is essential. A conservator can remove water-based, synthetic, and pressure sensitive adhesives.

Page extenders are an inappropriate "quick fix" to a prevailing problem. To save this collection, the underlying issues causing the deterioration of the sheets' margins need correcting. The acid content of the sheet extenders only adds to the chemical breakdown of the paper's fibers.

Lamination Removal

Kofile conservators address the "Laminate" process to the fullest extent possible. Conservators reverse the process and remove the laminate using a proprietary solvent solution. The possibility of removing the "Laminate" depends on careful testing at our conservation lab. In a small percentage of cases, the adhesive is resistant to the solvent solution and cannot be removed safely. Conservators will not attempt removal if the removal process will damage either the document's paper or ink. If conservators cannot remove the laminate safely, Kofile will contact Brazoria County Clerk directly to discuss alternatives.

Non-Archival Quality Materials

The off gasses of deteriorating metals contribute to the chemical breakdown of paper. Major culprits include the metal content of book spines, the surrounding physical environment, and non-archival fasteners (such as binder clips, paper clips, and staples). These off gasses eventually destroy the fabric of the volume. Another symptom of metal oxidation is foxing, or foxlike (reddish and brown color) stains or blotches on paper.

TEMPERATURE & HUMIDITY MONITORING

While temperature and limited air circulation are crucial to a document's longevity, humidity and water are the most destructive threats.

Relative Humidity (RH) refers to the amount of water vapor present in the air. Maintaining a set point of 40-45% RH is optimal, but costly. The maximum acceptable total RH variation, or operating range, is 5% on either side of this set point. RH should never exceed 55% or drop below 30%.

Temperatures above 75° F and RH higher than 60% encourage mold and other bacteria growth within 48—72 hours.

Even slight changes in temperature can double the natural aging rate of paper. In reality, temperature and RH are not consistent in a local courthouse (especially on weekends).

Red inks
appear first,
then blue
inks and
lastly,
black inks.

After exposure to water, pages adhere to one another when in a compressed environment. Separation without loss of text and water soluble inks (such as signatures) is vital. These records are extremely fragile.

The mitigation of mold or micro-organics (which can result with the introduction of water or humidity fluctuations), should only be attempted by a trained professional. Water damage can also lead to other issues such as binding failure. The necessary treatments are time consuming and require a highly skilled conservator.

Visit the Image Permanence Institute (IPI) at www.dpcalc.org to explore the correlation of temperature and RH on natural aging, mechanical damage, mold risk, and metal corrosion (as exemplified above). The image above is property of IPI.

TREATMENT SPECIFICATIONS

Kofile regularly addresses historical and permanent documents, including manuscripts, typescripts, negative Photostats, tri-folds, blueprints, re-creations, plats, and maps. No treatment, repair, or maintenance is used that is not 100% reversible.

Dismantle

Original binding materials, such as threads and adhesive residues, are carefully removed. Old manuscripts often have protein-based binding adhesives such as fish, bone, or rabbit skin glues. The application of steam with specialized equipment can soften the materials that are otherwise difficult to remove. Guillotine cutters are never employed. If trimming is necessary, it is accomplished with handheld scissors or specialized shears designed for trimming fragile sheets carefully and accurately. One document is cut at a time to ensure no text is lost.

Surface Cleaning

Surface cleaning sheets removes materials and deposits including dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser.

Removal of Fasteners

Kofile removes fasteners, page markers, and any metal mechanisms. Fasteners, such as binder clips, staples, paper clips, string ties, rubber bands, brads, straight pins, etc., cause damage in short periods. This includes physical damage (decreased paper strength due to punctures or distortion) and chemical damage (rust).

Removal of Tape, Adhesives, Varnish, or Old Repairs

Varnish, tape, and adhesive residue are reduced as much as possible without further degrading the original. When possible, peelers and tape are removed with two primary mechanical techniques: Heat Removal or Peeling. Heat removal is used when adhesive is loose, old, or brittle. Peeling is used when removal by heat is unnecessary. Solvents are a last resort, and local application occurs only after testing.

A microspatula (sometimes heated) coaxes threads, tape, and glue from the paper. A Hot Tools remover can soften adhesive for removal. Dial-Temp controls the transfer of heat and guards against scorching. Remaining adhesive is treated with a gum compound eraser.

Adhesive reduction begins with the most benign process. If mechanical tape removal is unsuccessful, the next alternative is chemical. This is either a local or spot treatment or immersion in a solvent bath. Kofile ensures that its laboratories are equipped to process chemical treatments correctly and safely. Previous repairs that cannot be removed safely will remain.

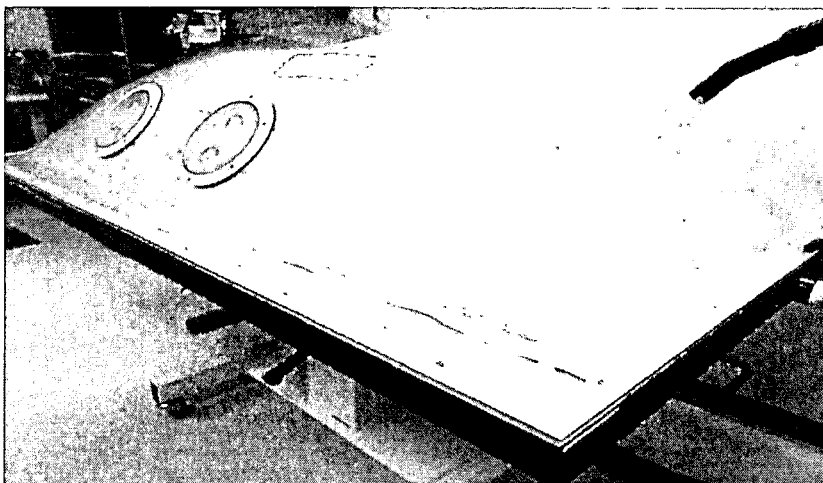
If possible, water-soluble repairs are removed with water or steam. Only fully-trained, experienced, and supervised staff attempt removal of water-soluble repairs. While iron gall ink is safe for aqueous treatment, many inks may fade and compromise legibility. Extensive testing is required.



Flattening and Humidification

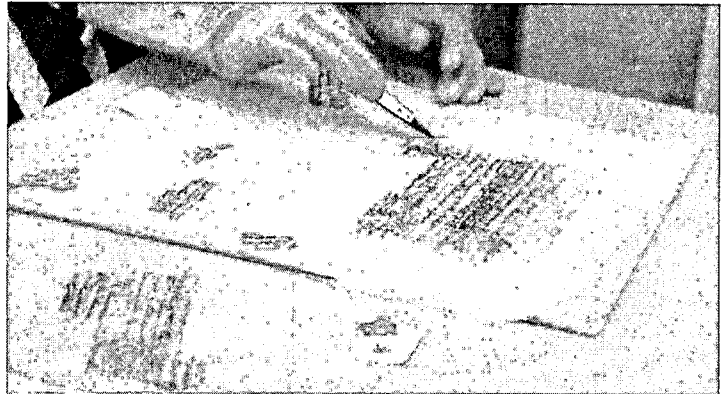
Improperly stored paper becomes inflexible and retains a memory of the storage position. Kofile's technicians are experienced with all methods and tools to "flatten" paper including the use of tacking irons, heat presses, and an Ultrasonic Humidification Chamber.

After careful testing, the Ultrasonic Humidification Chamber is used to correct the most fragile documents folds and bends. This significant investment, with which other private labs are rarely equipped, represents Kofile's foresight and commitment to offering the best available technology.

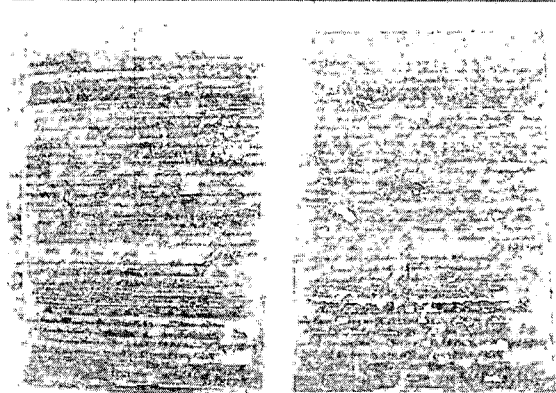


Mending torn paper is an art form and requires a variety of materials depending on the paper's color, tone, condition, and weight. The length of the tear(s) and the degree of embrittlement or fragmentation are also concerns. Kofile generally mends tears greater than 1/2" if the document is going to be encapsulated.

Specialized paper and paste is commonly used and all mending materials are acid free and reversible. Mending strips are cut so the edge of the paper visually integrates with the page without clashing aesthetically or historically. Fragmented edges, folds, tears, cracks, voids, and losses are all mended in this fashion. The mending paper used is strong and is transparent after application and while visible to the trained eye, it does not distract from the document.



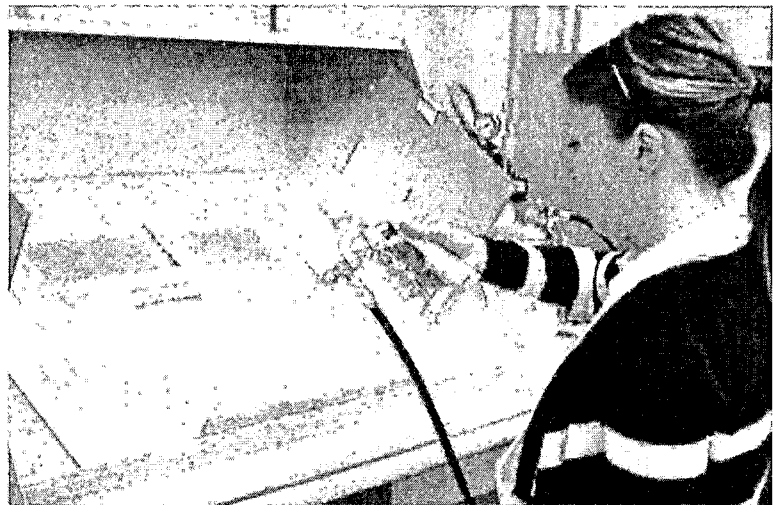
A low-temperature, acrylic adhesive that bonds to the paper may also be used for reinforcement of damaged sheets. Kofile also constructs its own version with acid-free tissue paper and liquid acrylic adhesive. An 1848 Probate Record before and after treatment. The image to the right shows the page after deacidification, tape removal, and mending with archival tissue.



Deacidification

Deacidification is only performed after careful pH and compatibility testing. Kofile is equipped with multiple custom-built spray exhaust booths. All are routed through a HVAC system for optimum performance.

A commercially-prepared buffer solution is applied to both sides of the sheet with compressed air sprayer equipment (see right picture). The solution is non-flammable and non-toxic. The active ingredient, magnesium oxide, neutralizes acid and provides an alkaline reserve. This chemical is inert, safe, and does not degrade the sheet.



Once the buffer is applied, the paper's pH alters slowly. After deacidification, random testing ensures an 8 pH with a deviation of no more than 2-4%.

Encapsulation

In archival encapsulation, the document floats freely and is not taped or glued to the pocket. Kofile uses SKC SH725 polyester (Polyethylene Terephthalate - PET) which is the most inert, rigid, dimensionally stable (dimstab), and strongest plastic film. Otherwise known as Mylar® Type D or Melinex® 516, it is crystal clear, smooth, odorless, and is resistant to distorting or melting in case of fire.

Each sheet is encapsulated in a 2 mil patented polyester pocket: Lay Flat Archival Polyester Pocket™, US Patent #7,943,220 B1, 5/17/2011. This pocket is welded closed on three sides, and a Reemay® strip, or spunbond polyester, statically seals out atmospheric pollutants while allowing off-gassing on the fourth side. This provides easy access to the original document without cutting the pocket (some companies weld all four sides).



This construction allows for a flat book block and reinforces the binding edge for added strength and years of service. Available in custom sizes, the Pocket dimensions will match the 'book block' dimensions with a 1½" or 1¼" binding margin.

ARCHIVAL RECORDER BINDERS

Volumes are hand-cased at 250 pages or less and pockets are punched (on the binding edge). Books with large capacities may be split to account for the weight of the Mylar. Kofile punches pockets to any hole specifications and can repair/replace index tabs.

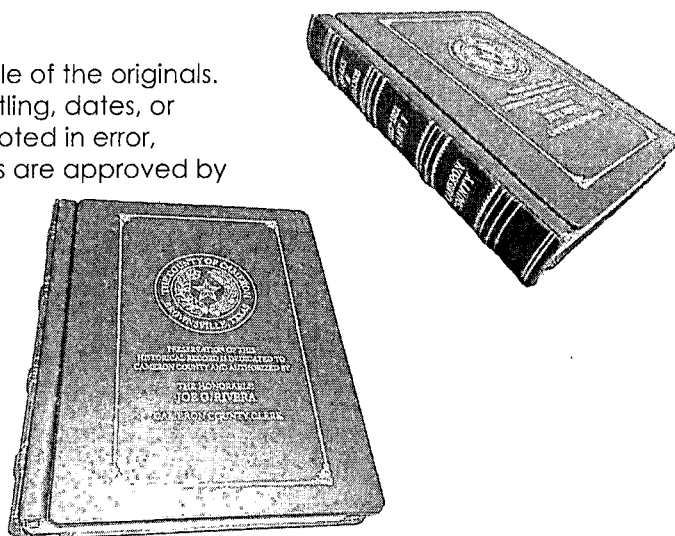
Kofile manufactures binder components at 1/4" incremental capacities on a per-book basis. Kofile punches sheets to any hole specifications and repair/replace index tabs as necessary. Kofile can manufacture custom binder sizes, shapes, spines, colors, and lettering. Each binder features durable cover boards and a spine to support the pages' weight. All materials, including the cover boards and adhesives, are acid free.

Stamping

Title stamping can follow the same format/style of the originals. A stamping sheet is sent for approval. If any titling, dates, or other information from an original volume is noted in error, Brazoria County Clerk is notified. Any changes are approved by Brazoria County Clerk. Tooling is performed with 23-karat gold foil.

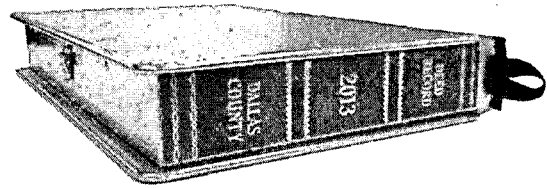
Heritage Recorder Binder

The Heritage Recorder Binder (pictured right) is a post binder, but the binding can also be sewn. This binder is available in various colors in genuine or imitation leather, or canvas. Cover printing is foil on the leathers and hot stamp printing on the canvas.



Disaster Safe Binder™ (DSB)

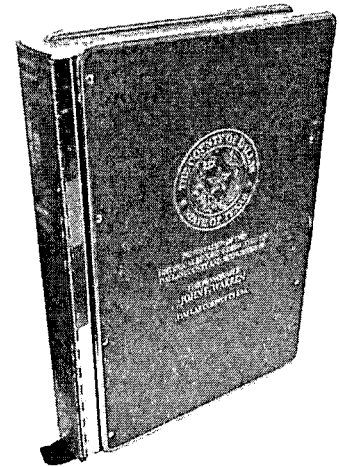
The DSB provides unparalleled protection and storage. Developed after Hurricane Katrina to address the devastation of the Orleans Parish archives, it protects sheets from water, fire, and physical disruption. The primary problem in 2005 was 100% relative humidity. With weeks of no power, mold was rampant. A hard lesson, the DSB addresses what went wrong in that disaster.



The DSB enables the encapsulated sheets to hang from the binder's posts—much like a hanging vertical plat cabinet. This feature allows collections to return in a smaller storage footprint with 4Post™ Shelving.

Any product that fails to operate properly or maintain its original integrity is replaced at no cost to Brazoria County Clerk. This is Kofile's commitment of value and service to its customers.

The DSB provides functionality and access ease while offering the highest rate of return on the client's investment. It is a portable vault for housing records of enduring value. It provides progressive protection from exposure to fire, water, Relative Humidity (RH), atmospheric pollutants, ultraviolet (UV) light, impact, and drops. The DSB also features a lifetime warranty against rust.



Other DSB Features Include:

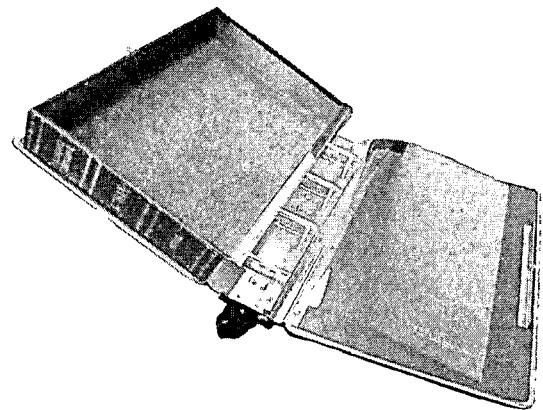
Stainless Steel—The metal mechanism and book block apron are constructed of stable, corrosion-proof 316 stainless steel, which does not emit harmful gaseous pollutants like cold roll steel.

Support to the Book Block—The DSB is equipped with a Polyester Foam Insert, which ensures physical support to the book block and allows library-style storage.

Microclimate—The DSB creates a Microclimate, an independent, stable environment separating sheets from the external atmosphere.

Security Lock—A security lock hinge protects from theft.

Nonflammable & Self-Extinguishing—With nonflammable cover boards and materials, the DSB is self-extinguishing. These proprietary features protect the contained pages in extreme temperatures.



SCOPE OF SERVICES

General treatments and services are outlined in the following. Services are tailored to the needs of the specific item.

Preservation—Conservation Treatments, Deacidify, Encapsulate, & Bind (PRV)

- Kofile creates a permanent log (noting condition, page order, characteristics, and treatments) for each item upon receipt. Items are inspected and control numbered as necessary. A final quality check references this log.
- Dismantle volumes by hand (if applicable).
- Surface clean sheets. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser. Surface cleaning removes materials and deposits—e.g., dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants.
- Remove any non-archival repairs, adhesives, residual glues, or fasteners to the extent possible without causing damage to paper and inks.
- Mend tears and guard burns on back side of sheets with acid free and reversible mending materials.
- Deacidify sheets (each side of each sheet) after careful testing with Bookkeepers®. This commercial solution of magnesium oxide, which neutralizes acidic inks and paper by providing an alkaline reserve (after pH and compatibility testing). Random testing ensures an 8.5 pH with a deviation of no more than $\pm .5$.
- Encapsulate each sheet in a Lay Flat Archival Polyester Pocket™. Each custom envelope is composed of Skyroll SH72S® Mylar and includes a patented lay flat design. Dimensions match the "book block" dimensions, with a 1¼" binding margin.
- Re-bind in custom-fitted and stamped archival quality binder. Each binder is manufactured on a per-book basis and sized to 1/4" incremental capacities. This binder is available with four hubs, a gold-tooled spine, and is roller shelf-compatible. A volume may return split due to the added weight of the Mylar, depending on page count.
- A dedication/treatment report is included in each binder.

PROJECT PRICING

This project is presented via TXMAS Contract No. TXMAS-23-92001. Please reference this number on the P.O. Without a signed agreement, prices are good for 90 days. Pricing is based on estimated page counts and condition levels. Pricing is finalized upon review at the Kofile lab. Billing occurs on actuals per mutually agreed upon pricing, not to exceed the P.O. without authorization.

Brazoria County Clerk				
Project Overview				
Record Series	Case Range	Page Count	Level of Service	Estimated Total
Probate Wills Case Files	17541- TBD	80,862	PRV	\$599,996.04

This proposal shall be governed by the terms of use found at <https://kofile.com/termsandconditions>, except the TXMAS terms and conditions remain in effect and to the extent they conflict, the TXMAS terms will control. Billing will occur monthly at \$50k per month for twelve months.

CUSTOMER ACCEPTANCE

Signature of Authorized Official

Print Name of Authorized Official

Title of Authorized Official

Date

KOFILE ACCEPTANCE

Jonathan Mohn

Signature of Authorized Official

Jonathan Mohn

Print Name of Authorized Official

Print Name of Authorized Official

CEO & President

Title of Authorized Official

Title of Authorized Official

9-18-2023

Date

Date

PURCHASING VIA TXMAS

Please reference Contract No. **TXMAS-23-92001** directly on the P.O. Kofile has prepared a 'Shopping Cart' in TxSmartBuy so Brazoria County Clerk can complete this purchase – See Link:

STATE OF TEXAS CO-OP MEMBER LISTING FOR Brazoria County Clerk	
LINK	https://www.txsmartbuy.com/membership_details?memberid=447
CO-OP #	C0200
Contact	Susan Serrano; sserrano@brazoria-county.com
Expiration	5/22/2024

https://852252.secure.netsuite.com/c.852252/checkout/login.ssp?&n=2&sc=1&cartid=21227734&sender=preserve@kofile.com&datetime=2023_8_30_10_14

Brazoria County Clerk is billed using the following TXMAS line items:

TXMAS BILLING LINE ITEMS						
Item No.	NICP	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	LINE TOTAL
PRV703	96272	Case File Preservation by Page	Page	\$7.42	80,862	\$599,996.04

ACCESSIBILITY OF RECORDS

Records held at Kofile are maintained as private and confidential material. Brazoria County Clerk is guaranteed access to records via email or toll-free fax at our expense. Upon receipt of a records request, Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate. The turnaround time for a records request will meet or exceed requirements.

Please note that all records (including volumes, documents, digital images, metadata or microfilm) serviced by Kofile shall remain the property of Brazoria County Clerk. This policy applies to any agreement, verbal or written, between Brazoria County Clerk and Kofile.

The records are not used by Kofile other than in connection with providing the services pursuant to any agreement between Kofile and Brazoria County Clerk. The records are not commercially exploited by or on behalf of Kofile, its employees, officers, agents, invitees or assigns, in any respect.

Please let me know if you have any questions. We look forward to serving Brazoria County Clerk and to working together for the preservation and access of its public and historical assets.

Sincerely,

Billy Gerwick

Billy Gerwick

c: (832) 373-9124

e: billy.gerwick@kofile.com

lgb



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.39.

11/14/2023

Kofile Proposal for the County Clerk's Office

Approve the request submitted by Joyce Hudman, Brazoria County Clerk, for \$224,999.40 for "Indexing and Microfilm Conversion of Case Records" utilizing the TXMAS Cooperative Contract number TXMAS-23-92001, under the digitization and indexing of County Records project.

This request will be funded by American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) lost revenue previously approved per Court Order 6.F.2 dated June 28, 2022.

August 30, 2023

Honorable Joyce Hudman - Brazoria County Clerk
Honorable Cassandra Tigner – Brazoria County District Clerk

Indexing and Microfilm Conversion of Case Records

SUBMITTED BY:

Billy Gerwick
Account Executive
billy.gerwick@kofile.com
(832) 373-9124



6300 Cedar Springs Road, Dallas, TX 75235
p: 214.442.6668 | f: 214.442.6669
info@kofile.com | www.Kofile.com

Dear Honorable Joyce Hudman and Cassandra Tigner,

This proposal addresses Brazoria County's case records and is presented by Kofile Technologies, Inc. (Kofile). Quoted services include indexing and microfilm conversion. Note that prices for the inventory herein are good for 90 days from the date of this assessment.

This project may be eligible for reimbursement under the American Rescue Plan Act of 2021 (ARPA) in support of Social Distancing for COVID-19 and pandemics for title researchers/attorneys by providing online access to digitized assets.

Kofile Technologies, Inc. (Kofile) is uniquely qualified to complete Brazoria County's modernization goals by taking an innovative approach to this project to ensure a successful outcome. Kofile's basis for success is decades of experience, realistic solutions, and professional analysis and each project is unique and deserves special attention. Our team provides realistic solutions, professional analysis, and innovative archival products to equip records stewards with the information and resources needed to preserve collections.

SCOPE OF SERVICES

General treatments and services are outlined in the following. Services are tailored to the needs of the specific item.

Archival Indexing (ID)

- Key and blind re-key verify documents.
- Formatting of metadata (indexes) per the requirements of the County's System vendor.
- If requested, Kofile can provide a Disaster Recovery electronic offsite backup of metadata.
- Indexing fields, as applicable, and identified here:
 - Plaintiff
 - Defendant
 - Case Number
 - Date

Microfilm Digital Conversion (MMConv)

- Capture microfilm/microfiche images at a minimum of 300 dpi in black and white.
- Images accumulate as Group IV bi-tonal images in a standard PDF or TIFF format.
- Crop excess blank space around image.
- Images are named (tagged for the directory file structure).
- Page Validation (automated PG. numbering for validation).
- Multi-level Quality Control (QC) for data and images.
- Effectiveness and minimum legibility is verified through rigorous and systematic quality control. Each image is certified and sight-checked to ensure there are no missing pages, double feeds, and to account for "A" pages (added to the original).
- Brazoria County and District Clerk receives a MASTER (e.g., CD, DVD, ftp, flash drive) in a medium suitable to the project size.

PROJECT PRICING

This project is presented via TXMAS Contract No. **TXMAS-23-92001**. Please reference this number on the P.O. Without a signed agreement, prices are good for 90 days. Pricing is based on estimated page counts and condition levels. Pricing is finalized upon review at the Kofile lab. Billing occurs on actuals per mutually agreed upon pricing, not to exceed the P.O. without authorization.

Brazoria County District Clerk				
Project Overview				
Record Series	Image Count	Case Count	Level of Service	Estimated Total
Case Records	900,000	14,610	Indexing	\$22,499.40
			Microfilm Conversion	\$202,500.00
Project Total				\$224,999.40

PURCHASING VIA TXMAS

Please reference Contract No. **TXMAS-23-92001** directly on the P.O. Kofile has prepared a 'Shopping Cart' in TxSmartBuy so Brazoria County can complete this purchase – See Link:

[https://852252.secure.netsuite.com/c.852252/checkout/login.ssp?&n=2&sc=1&cartid=21229094&sender=preserve@kofile.com&datetime=2023 8 30 11 0](https://852252.secure.netsuite.com/c.852252/checkout/login.ssp?&n=2&sc=1&cartid=21229094&sender=preserve@kofile.com&datetime=2023%208%2030%2011%2000)

Brazoria County is billed using the following TXMAS line items:

TXMAS BILLING LINE ITEMS						
Part No.	NIGP	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	LINE TOTAL
IND705	92021	Backfile Archival Indexing of Case Files	Doc.	\$1.54	14,610	\$22,499.40
MSP710	91568	Microfilm Conversion Services by Image (16mm)	Image	\$0.225	900,000	\$202,500.00
TOTAL						\$224,999.40

This proposal shall be governed by the terms of use found at <https://kofile.com/termsandconditions>.

Payment Terms: Pay 50% upon inventory pick-up with the balance due upon project completion.

CUSTOMER ACCEPTANCE

Signature of Authorized Official

Print Name of Authorized Official

Title of Authorized Official

Date

KOFILE ACCEPTANCE

Michael Hill

Signature of Authorized Official

Michael Hill

Print Name of Authorized Official

Chief Revenue Officer

Title of Authorized Official

Sept 18, 2023

Date

ACCESSIBILITY OF RECORDS

Records held at Kofile are maintained as private and confidential material. Brazoria County is guaranteed access to records via email or toll-free fax at our expense. Upon receipt of a records request, Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate. The turnaround time for a records request will meet or exceed requirements.

Please note that all records (including volumes, documents, digital images, metadata or microfilm) serviced by Kofile shall remain the property of Brazoria County. This policy applies to any agreement, verbal or written, between Brazoria County and Kofile.

The records are not used by Kofile other than in connection with providing the services pursuant to any agreement between Kofile and Brazoria County. The records are not commercially exploited by or on behalf of Kofile, its employees, officers, agents, invitees or assigns, in any respect.

Please let me know if you have any questions. We look forward to serving Brazoria County and to working together for the preservation and access of its public and historical assets.

Sincerely,

Billy Gerwick

Billy Gerwick

c: (832) 373-9124

e: billy.gerwick@kofile.com

rac

June 28, 2022

**THE COMMISSIONERS' COURT OF BRAZORIA COUNTY
SPECIAL MEETING**

ORDER NO. 6.F.2

RE: American Rescue Plan Act (ARPA) Lost Revenue Funding for County Clerk
Digitization of Records

Approve the request submitted by Joyce Hudman, Brazoria County Clerk, for \$ 2,000,000 for digitization and indexing of County records. This request will be funded by American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) lost revenue.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.40.

11/14/2023

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 third (3) 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, 2023.

- Wear Parts & Equipment of Auroa, CO
- R.B. Everett & Company, LLC of Pasadena, Tx

The renewal term will be December 14, 2023 to December 13, 2024

Further, expenditures will be funded by departments' current and future fiscal year budgets.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.41.

11/14/2023

Cancel Award for ITB #20-44 Equipment Rental

Approval to cancel items previously awarded to Associated Supply Company of Houston, Texas under "ITB #20-44 Equipment Rentals". The vendor has not submit the required signed renewal documents; therefore, it is in the best interest of the County to utilize the Buyboard cooperative contract.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.42.

11/14/2023

Renew ITB #21-15 Aftermarket Auto Parts and Supplies

Approval to renew "ITB #21-15 Aftermarket Auto Parts and Supplies" with the following vendors for a fourth (4) year of a five (5) year contract per the terms, conditions and pricing of the current contract which is set to expire on January 11, 2024.

- O'Reilly Auto Enterprises, LLC of Springfield, MO
- B & K Motor Parts, Inc., of Angleton, TX

Renewal term shall be January 12, 2024 to January 11, 2025

Further, expenditures will be funded by departments' current and future fiscal year budgets.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.43.

11/14/2023

Donation to the Gulf Coast Rescue Squad

Approve the donation of a surplus boat, motor and trailer from the Sheriff's Office to the Gulf Coast Rescue Squad as per the attached documents.

AUG 26 2021

BY _____ DEPUTY

No. 85434-CR

STATE OF TEXAS § IN THE 149TH DISTRICT COURT
V. §
JIM WILSON § OF
 § BRAZORIA COUNTY, TEXAS

ORDER FOR DISPOSITION OF EVIDENCE

On this date, the Court considered the State's request for the disposition of certain evidence collected in the above-entitled matter. The defendant, Jim Wilson, appeared with counsel and indicated that he agreed to the proposed disposition of all property, listed on the attached Exhibit "1", which is currently held by the Brazoria County Sheriff's Office. Based on the agreement of the parties, the Court ORDERS the following:

1) The trailer listed as Item 3 on the attached exhibit shall be released to Commercial Fence Co., c/o Kelli Gonzalez, Vice President of Accounting, at 2833 Westside Dr., Pasadena, Texas 77502.

2) The John Deere zero-turn mower listed as Item 12 on the attached exhibit shall be released to Mario Martinez-Armenquita, at 3627 Trailwood Dr., Houston, Texas 77023.

3) The Mini Kota Trolling Motors, Outdoor Motor Jack Plates, Outdoor Motor Propellers, coolers, and the Boat Right Boat with all attached equipment, which are listed as Items 4, 5, 6, 7, and 14, respectively, are forfeited to the Brazoria County Sheriff's Office, Attention: Lt. Jack Gentry, at 3602 CR 45, Angleton, Texas 77515.

4) The iPhone with BodyGuardz Case listed as Item 16 on the attached exhibit shall be released to the defendant or his attorney of record.

5) All other property on the attached Exhibit 1 that has not been released previously shall be destroyed.

The Clerk of this Court is ORDERED to send a certified copy of this order to Commercial Fence Co., Mario Martinez-Armenquita and the Brazoria County Sheriff's Office at the addresses indicated above. A copy of this order sent to Mario Martinez-Armenquita shall also be delivered by email to marina_barragan@yahoo.com.

It is further ORDERED that defense counsel shall agree to an order denying the defendant's motion for the return of property filed under No. D-048469 in the Justice Court, Precinct 2, Place 2, for Brazoria County, Texas, which concerns the same property.

Signed on 8-26-21

T. Fuller
JUDGE PRESIDING

Agreed and entry requested:

Michelle Townsend
for Trey Picard
Trey D. Picard
Assistant Criminal District Attorney

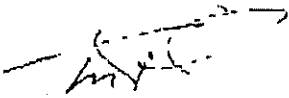
Steve Gonzalez
Kristina King
Attorneys for the Defendant

Jim Wilson
Jim Wilson

Signed on 9-27-21.

T. Hulse
JUDGE PRESIDING

Agreed and entry requested:



Trey D. Picard
Assistant Criminal District Attorney



Steve Gonzalez
Kristina King
Attorneys for the Defendant

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Karri Castellow on behalf of Trey Picard

Bar No. 24027742

karric@brazoria-county.com

Envelope ID: 57421315

Status as of 9/21/2021 8:15 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Steve Oliver Gonzalez	90001622	efile@stevegonzalez.com	9/20/2021 3:54:38 PM	SENT

Carmona Signer
Clerk of District Court Brazoria Co., Texas
BY _____ DEPUTY

Filed for Record
9/18/2023 10:23 AM
Cassandra C. Tigner, District Clerk
Brazoria County, Texas
85434-CR
Carol Ortiz, Deputy

No. 85434-CR

[illegible]

ORDER ON STATE'S MOTION FOR DISPOSITION OF EVIDENCE

On this date came to be heard the State's motion for an order disposing of certain evidence held by the Brazoria County Sheriff's Office.

The motion is GRANTED and the Court ORDERS the following property forfeited to the Brazoria County Sheriff's Office: a 2010 Yamaha 250hp boat motor, model VF250LA.

The Texas Parks and Wildlife is also ORDERED to issue title to the property identified above to the Brazoria County Sherriff's Office.

The Clerk of this Court is ORDERED to email a certified copy of this order to Lt. Jeff Mink, at mink@brazoriacountytexas.gov.

Signed on September 18, 2023.


JUDGE PRESIDING

THE STATE OF TEXAS }

COUNTY OF BRAZORIA }

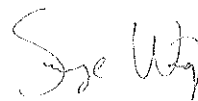
I, CASSANDRA TIGNER, Clerk of the District Court within and for Brazoria County, Texas, do hereby certify that the above and foregoing is a true and correct copy of Order on State's Motion for Disposition of Evidence in Cause No. 85434-CR, styled The State of Texas

vs.

Jim Wilson as the same appears on the file in the Office of the Clerk of the District Court of Brazoria County, Texas.

Given under my hand and the seal of said Court on this 20th day of September, 2023.

CASSANDRA TIGNER
Clerk, District Court,
Brazoria County, Texas



Digitally signed by
Sunnye Wingo
Date: 2023.09.20
13:15:02 -05'00'



Sunnys Wingo, Deputy



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.44.

11/14/2023

American Rescue Plan Act (ARPA) Funding Request

Upon final review of the sub recipient agreement by the District Attorney's Office, Civil Division, approve an additional \$20,000 project and / or purchase funding request submitted by the Pearland Neighborhood Center for their "Job Assistance Program" per an adjusted ARPA funding request which was originally submitted in February of 2022. The Pearland Neighborhood Center previously received an approved \$20,000 per court order 6.M.5 dated August 9, 2022, as per the attached Exhibit A.

The Program is eligible for funding as a sub recipient, using funds provided to Brazoria County by the United States Treasury American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF). Projects/purchase request has been reviewed and approved by the County's awarded grant administrator, GrantWorks, Inc. per the attached.

Original Evaluation Committee Members

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

Donald "Dude" Payne, Brazoria County Commissioner, Precinct 1

Kaysie Stewart, County Auditor

Susan Serrano, County Purchasing Director

Natasha Stulberg, Assistant Purchasing Director

Bryan Frazier, County Parks Director

Russell Webb, Director of Information Systems

ARPA Funding Request Form

Responses

Project Point of Contact / Manager	Deborah Rubestello-Executive Director-Pearland Neighborhood Center-281-485-1987
Project Name or Item for Purchase	PNC-Job Training Assistance Program
Project Description (250 words or less)	<p>The project will provide technical and job coaching support to residents of Brazoria County who have lost their jobs due to the impact of the pandemic. The project will develop a job training support and assistance lab with the focus to mentor and assist these impacted residents with locating job opportunities that match their skill levels, create/print resumes, apply for jobs online, register with the Work-in-Texas network, connect online with support agencies like TWC for UI,SSA, VA, DHHS for WIC/SNAP, and support service providers to ensure that barriers to employment like childcare, transportation, tools, uniforms, etc. are addressed so that employment can be attained and retained. The staff will also connect the residents with college and other post-secondary programs that offer on-the-job training options, apprenticeships and short term skills training leading to immediate and permanent jobs. Staff will interview residents to confirm employment needs and how the pandemic caused their current unemployment status. The ARPA funds will provide for the acquisition of computers, A/V equipment, technical support systems, records storage, software, Broadband access, and printing. The project will serve 75+ unduplicated residents in the first year.</p>
Proposed Project Location (provide address)	2335 N. Texas Avenue, Pearland, TX 77581
Funding Source	ARPA
ARPA - Expenditure Reporting Code (Select appropriate code from the Expenditure Categories tab, i.e. 1.1)	2.7
Proposed Justification to COVID-19 Response	<p>The project will assist residents of Brazoria County adversely impacted by the pandemic. Since the pandemic's start in 2020, the center has received a threefold increase in the number of resident families seeking services at the center - these include food, clothing, rent/utility assistance and referrals to our partnering service providers. The primary reason for this increase is job loss due to the pandemic. Residents have lost their jobs due to illness and closure of many small businesses in the area over the past 18 months. The rising numbers of infections caused by the Omicron variant has also increased the number of requests for basic services. Funds from HUD and FEMA have been expended by our organization and we have limited funds for this assistance from private donors and foundations due to financial stress on those sources from the pandemic. We want to be proactive and address the employment needs of these impacted residents to help them gain self-sufficiency again. Agencies like Workforce Solutions, Social Security and VA as well as area colleges have closed similar employment support labs due the pandemic. Most impacted residents do not have access to computers, printing and coaching at home. The ARPA funds are vital to ensure that we can develop this project and meet the rising needs of families in our county. Employment will ensure these residents remain in their homes, maintain vital utilities and meet basic needs like food and clothing they are struggling to address now.</p>

ARPA Funding Request Form

Responses

Projected Project Start / Purchase Date if funding approved?	4/1/2022
Project Budget Amount	\$40,000
If applicable, any Additional informaton that will need to be included in the advertisement? (i.e. pre-bid or pre-offer meeting)	NA
If applicable, list of Vendors for Purchasing to notify of formal procurement	NA
Construction Estimate in dollars (if applicable)	NA
Construction Timeframe (if applicable)	NA

August 9, 2022
THE COMMISSIONERS' COURT OF BRAZORIA COUNTY
REGULAR SESSION

ORDER NO. 6.M.5

RE: American Rescue Plan Act (ARPA) Funding Request-Round IV

Upon final review of the beneficiary agreement by the District Attorney's Office, Civil Division and per the recommendation of the evaluation committee, approve project and / or purchase request submitted by the Pearland Neighborhood Center for a "Job Assistance Program". Program is eligible for funding as a beneficiary, using funds provided to Brazoria County by the United States Treasury American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF). Projects/purchase request has been reviewed and approved by the County's awarded grant administrator, GrantWorks, Inc. per the attached Exhibit A.

Evaluation Committee Members
L.M. "Matt" Sebesta Jr., Brazoria County Judge
Donald "Dude" Payne, Brazoria County Commissioner, Precinct 1
Kaysie Stewart, County Auditor
Susan Serrano, County Purchasing Agent
Natasha Stulberg, Assistant Purchasing Agent
Varon Snelgrove, Sheriff's Office Chief Deputy
Bryan Frazier, County Parks Director
Russell Webb, Director of Information Systems

Exhibit A - ARPA Funding Requests	
Organizations (Beneficiaries)	Amount of Request
Pearland Neighborhood Center - Job Assistance Program	\$20,000.00



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.45.

11/14/2023

Change Order to RFP #20-78 Inspections of Fire Alarms, Sprinkler Systems and Fire Extinguishers for the County

Approve change order number 1 to add the following locations and service to the existing contract per the terms, conditions and pricing of the current contract.

The expenditure will utilize funds from the Fiscal Year 2024 operating budget for the Fire Marshall's Office.

- American Quality Fire and Safety Inc., of Alvin, Texas
 - Fire Suppression Inspection for Camp Mohawk; San Luis Pass and the Emergency Operations Center building
 - Fire extinguisher inspections for the Emergency Operations Center building
- Island Fire & Safety Equipment, Inc., dba A-1 Fire Equipment Company of LaMarque, Texas
 - Fire alarm inspections for the Emergency Operations Center building



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.46.

11/14/2023

Franchise Agreement for C #07-20 City of Manvel Solid Waste Collection and Recyclable Materials

Approve the attached franchise agreement dated June 1, 2019, with the City of Manvel which replaces the previously approved agreement and includes a price increase based upon the CPI-U (Consumer Price Index rate for all Urban consumers).

In addition, the agreement includes a fuel cost adjustment beginning each July 1st to adjust the rates for any contract year in which the average price of diesel fuel during the preceding fuel year exceeded \$2.96 per gallon.

The updated rate for the Angleton Service yard is \$223.18 for 6 yard, year round, 2 times per week based upon a 4.03% increase per the CPI-U rate adjustment. The expenditure will utilize the departments current approved fiscal year 2024 operating budget.

The five (5) year term which began on July 1, 2019 will conclude on June 30, 2024.

Further, the terms of the agreement have the option for successive periods of five (5) years, unless terminated by either party at least 180 days prior to the expiration date.

EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF
MUNICIPAL SOLID WASTE, CONSTRUCTION AND DEMOLITION WASTE, AND
RECYCLABLE MATERIALS
IN THE CITY OF MANVEL, TEXAS

June 1, 2019

**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING, RECYCLING AND DISPOSAL OF
MUNICIPAL SOLID WASTE, CONSTRUCTION AND DEMOLITION WASTE AND
RECYCLABLE MATERIALS EXCLUSIVE FRANCHISE AGREEMENT
IN THE CITY OF MANVEL, TEXAS**

STATE OF TEXAS

COUNTY OF BRAZORIA

THIS EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of June 1, 2019, by and between Waste Connections of Texas, LLC, a Texas Corporation (the "Franchisee"), and the City of Manvel, Texas (the "City").

WHEREAS, the City and Franchisee entered into an Exclusive Franchise Agreement for the Collection, Hauling and Disposal of Municipal Solid Waste and Construction and Demolition Waste Exclusive Franchise Agreement in the City of Manvel, Texas, dated as of November 10, 2008 (the "Contract");

WHEREAS, on November 5, 2018, the City approved Resolution 2018-R-17 authorizing the City Manager to negotiate and execute a Franchise Agreement with Franchisee using Alternate Option #1 as set forth in Franchisee's response to that certain Request for Proposal Municipal Solid Waste and Recycling Services Exclusive Franchise Agreement; RFP #FY2018-0822-01 issued by the City; and

WHEREAS, the Contract between the Franchisee and the City is to terminate as of January 31, 2019, as may be extended in the interim;

WHEREAS, the Franchisee and the City mutually desire to renew and replace the Contract as further described herein; and

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Franchisee the exclusive franchise, license and privilege to collect, haul and recycle or dispose of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials (as such terms are defined herein) within the City's corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Franchisee and the City hereby agree as follows:

SECTION 1. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

Bag - Plastic sacks, secured at the top, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag and its contents shall not exceed 35 lbs.

Bulky Waste - stoves, refrigerators, water tanks, washing machines, other white goods, furniture, large volumes of containerized waste, and similar items.

Bundles – Any items including trees, shrub and brush trimmings, or newspapers and magazines neatly stacked, forming an easily handled package not exceeding forty-eight (48”) inches in length or fifty (50) pounds in weight and which are securely fastened together.

Business Day - Any day that is not a Saturday, a Sunday, or other day on which banks are required or authorized by law to be closed in the City.

City – City of Manvel, Texas.

Collection – The act of removing garbage, trash and recycling from the storage point at the source.

Commercial Hand Collect Unit - A small Commercial Unit that requires no more than four (4) Roll-Outs for the collection of its Municipal Solid Waste each week.

Commercial Unit - Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials during, or as a result of, its business, including, but not limited to, restaurants, stores and warehouses.

Construction and Demolition Waste - Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste, Recyclable Materials or Bulky Waste.

Container - any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, provided to the City by the Franchisee and utilized for collecting municipal solid waste, construction-demolition waste or recyclable materials.

Contract Year – Any one year period of time from July 1 to June 30 during the term of the Franchise Agreement.

Dead Animals – Animals or portions hereof less than ten (10 lbs.) pounds in weight that have expired from any cause, except those slaughtered or killed for human use.

Disposal Site – A refuse depository, including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers that are licensed, permitted, or approved by all governmental bodies and agencies having jurisdiction and requiring such

licenses, permits, or approvals that receives for processing or final disposal of Municipal Solid Waste.

Excluded Waste - wastewater treatment plant sludge, and any materials or substances that may not lawfully be disposed of at a Type I or Type IV landfill permitted by the TCEQ, including, but not limited to, petroleum and petroleum products, natural gas and natural gas products, asbestos, lead and polychlorinated biphenyls, and any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous waste substance or material, as defined by applicable federal state or local laws or regulations.

Franchisee – Waste Connections of Texas, LLC, the person, corporation, or partnership performing garbage, trash and recycling collection and disposal under contract with the CITY.

Fuel Year – Any one year period of time from May 1 to April 30 during the term of the Franchise Agreement.

Green Waste - Biodegradable waste that is composed of garden, yard or park waste, such as grass, leaves, flower trimmings, brush, tree trimmings and other clean woody vegetative material that results from landscaping maintenance and other land clearing operations.

Handicapped Residential Unit - Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Municipal Solid Waste or Recyclable Materials at the curbside, and that generates and accumulates Municipal Solid Waste and Recyclable Materials. The identities of the members of a Handicapped Residential Unit shall be certified by the City Manager and agreed to by the Franchisee.

Hazardous Waste - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

Holidays - The following days:

- (1) New Year's Day (January 1st)
- (2) Independence Day (July 4th)
- (3) Labor Day
- (4) Thanksgiving Day
- (5) Christmas Day (December 25th).
- (6) Memorial Day, and any other day agreed to as a holiday by the City and the Franchisee in writing

Industrial Unit - Any manufacturing, mining or agricultural facility that generates and accumulates Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials during, or as a result of, its operations.

Landfill - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

Multi-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Solid Waste and Recyclable Materials.

Municipal Solid Waste – Garbage and Rubbish, as defined below. Municipal Solid Waste does not include Construction and Demolition Waste, Green Waste, Excluded Waste, or Hazardous Waste.

- (a) *Garbage* - all normal and usual household and institutional solid waste products that are placed in containers for collection purposes and are usually a mixture of putrescible, non-putrescible, and noncombustible materials, such as organic wastes from food preparation and consumption, wrapping and packaging materials, metal, glass, and plastic containers, and other similar items.
- (b) *Rubbish* - all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, waste paper and other products such as those used for packaging or wrapping, crockery and glass, ashes, floor sweepings, and mineral or metallic substances.

Recyclable Materials -

- (a) Newspapers, magazines, and catalogs, and other paper items such as mail, paper bags or other paper;
- (b) Glass bottles and jars (excluding mirrors, windows, ceramics and other glass products);
- (c) Metal cans composed of tin, steel or aluminum (excluding scrap metal); and
- (d) Plastic containers including all varieties of the types designated as #1, #2, #3, #4, #5 and #7.
- (e) Contractor and the City will jointly decide on description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials. Once those are jointly decided, Customers and the City must comply with those descriptions and/or procedures. If any customer or the City fails to do so, Contractor may decline to collect such materials without being in breach of the Agreement. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third party facilities.

Recycling Container – A Container with ninety-five (95) gallons of capacity and provided by the Franchisee for the collection of Recyclable Materials.

Residential Refuse – Municipal Solid Waste generated by an occupant of a Residential Unit, excluding Excluded Waste, but including household move-in cartons when collapsed and tied.

Residential Unit - Any residential dwelling that is either a Single-Family Residential Units or a Multi-Family Residential Units.

Roll-Off - A Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

Roll-Out - A Container with ninety-five (95) gallons of capacity. Per section 56-46(1) of the City Code, each roll-out shall be equipped with an appropriately sized lid which shall be securely attached when containing Municipal Solid Waste, and shall be equipped with wheels for ease of handling.

Single-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste and Recyclable Materials.

Solid Waste - As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(34) whether such waste is mixed with or constitutes Recyclable Materials.

Trees – Any part of a tree, not just limbs, that have been cut and bundled appropriately.

White Good - Any item not measuring in excess of either two (2) cubic yards in size or two-hundred (200) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.

Yard Waste – Tree trimmings, grass cuttings, plants, weeds, leaves, dead trees or branches thereof, sawdust, limbs less than one (1”) inch in diameter, brush or clippings.

SECTION 2. SINGLE-FAMILY RESIDENTIAL AND COMMERCIAL HAND COLLECT UNIT COLLECTIONS.

A. Single-Family Residential Units.

The Franchisee will collect Municipal Solid Waste twice per week and Recyclable Materials once per week from Single-Family Residential Units; provided, that:

- (i) such Municipal Solid Waste is placed in Roll-Outs,
- (ii) such Recyclable Materials are placed in Recycling Containers and
- (iii) such Roll-Outs and Recycling Containers are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than

7:00 a.m. on the scheduled collection day. If construction work is being performed in the right-of-way, then such Roll-Outs and Recycling Containers shall be placed as close as practicable to an access point for the collection vehicle.

The Franchisee shall only be responsible for collecting, hauling and recycling or disposing of:

- (i) Municipal Solid Waste placed inside the Roll-Outs, and
- (ii) Recyclable Materials placed inside the Recycling Containers provided by the Franchisee. Municipal Solid Waste in excess of the Roll-Outs' limits, or placed outside or adjacent to the Roll-Outs, will not be collected by the Franchisee.

The CITY's minimum recycling participants shall consist of approximately 2,000-3,000 Residential Units. Recyclable Materials in excess of the Recycling Containers' limits, or placed outside or adjacent to the Recycling Containers, will not be collected by the Franchisee. However, such excess or misplaced Municipal Solid Waste and Recyclable Materials may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Franchisee in its sole discretion. If the excess or misplaced Municipal Solid Waste and/or Recyclable Materials continues, the City shall require the Single-Family Residential Unit to utilize an additional Container so that the excess or misplaced Municipal Solid Waste and/or Recyclable Materials will be regularly contained. The Franchisee shall be compensated for these additional Services (defined below) as provided for in Section 7.A. hereto.

Franchisee reserves the right, from time to time, to add to or delete items from the above list, for which no secondary market continues to exist or may be created after proper notice to the CITY. Franchisee has no control on market values of items collected and represents no assurance of the future viability of secondary markets.

B. Handicapped Residential Units.

Notwithstanding anything to the contrary contained herein, the Franchisee agrees to assist Handicapped Residential Units with house-side collection of their Roll-Outs and Recycling Containers; provided, that the Franchisee receives prior written notice from the Handicapped Residential Unit of such special need. The City shall be solely responsible for all other modifications and accommodations required by the Americans with Disabilities Act or any other applicable law or regulation in connection with the services provided hereunder to Single-Family Residential Units.

C. Commercial Hand Collect Units.

The Franchisee will collect Municipal Solid Waste and Recyclable Materials from Commercial Hand Collect Units twice per week (one Municipal Solid Waste collection and one Recyclable Materials collection each week); provided, that:

- (i) such Municipal Solid Waste is placed in Roll-Outs provided by the Franchisee,
- (ii) such Recyclable Materials are placed in Recycling Containers provided by the Franchisee and
- (iii) such Roll-Outs and Recycling Containers are placed within five (5) feet of the curbside or right of way adjacent to the Commercial Hand Collect Unit no later than 7:00 a.m. on the scheduled collection day. If construction work is being performed

in the right-of-way, then such Roll-Outs and Recycling Containers shall be placed as close as practicable to an access point for the collection vehicle.

The Franchisee shall only be responsible for collecting, hauling and disposing of municipal solid waste placed inside the roll-outs provided by the Franchisee. The Franchisee shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste and Recyclable Materials placed inside the Roll-Outs and Recycling Containers provided by the Franchisee. Municipal Solid Waste in excess of the Roll-Outs' limits, or placed outside or adjacent to the Roll-Outs, will not be collected by the Franchisee.

Recyclable Materials in excess of the Recycling Containers' limits, or placed outside or adjacent to the Recycling Containers, will not be collected by the Franchisee. If the excess or misplaced Municipal Solid Waste or Recyclable Materials continues, the City shall require the Commercial Hand Collect Unit to utilize an additional Roll-Out and/or Recycling Container so that the excess or misplaced Municipal Solid Waste and/or Recyclable Materials will be regularly contained. The Franchisee shall be compensated for these additional Services as provided for in Section 9.B. hereto.

D. Added Roll-Outs and Recycling Containers

Franchisee shall provide all Single-Family Residential and Commercial Hand Collect Units with one (1) Roll-Out and one (1) Recycling Container at no cost. A Single-Family Residential or Commercial Hand Collect Unit who wishes to exchange its Recycling Container for a second Roll-Out may do so, subject to availability, and at no additional cost.

SECTION 3. COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS.

The Franchisee will collect Municipal Solid Waste and Recyclable Materials from Commercial, Industrial and Multi-Family Residential Units as needed each week, as provided for in Section 9.C. hereof. The Franchisee shall only be responsible for collecting, hauling and recycling or disposing of Municipal Solid Waste and Recyclable Materials placed inside the Containers provided by the Franchisee.

However, the Franchisee shall be obligated to offer and provide sufficient service to Commercial, Industrial and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers so that Commercial, Industrial or Multi-Family Units' Municipal Solid Waste and Recyclable Materials will be regularly contained.

The Franchisee shall be compensated for these additional Services as provided for in Section 9.C. hereof. The parties acknowledge and agree that the Franchisee shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the Services herein contracted and that the Commercial, Industrial or Multi-Family Residential Unit assumes all liabilities for damage to pavement or road surface.

Roll-Outs, Roll-Offs, Recycling Containers, and any other Containers used at Commercial or Industrial Units shall not be placed nearer than five (5) feet from buildings unless an exception therefor has been granted by the fire marshal due to fire safety considerations and standards.

SECTION 4. SPECIAL COLLECTIONS AND SERVICES.

A. Municipal Locations

The Franchisee will provide, at no cost to the City, up to an aggregate number of ten (10) Containers (each up to eight (8) cubic yards in size) to collect Municipal Solid Waste and/or Recyclable Materials at certain municipal locations within the City up to five times per week, as needed.

B. City Roll-Offs

The Franchisee will provide, at no cost to the City, up to an aggregate of fifty (50) Roll-Offs to collect Municipal Solid Waste at various City special events each Contract Year, with an aggregate of fifty (50) free hauls of such Roll-Offs each Contract Year. Any hauls in excess of fifty (50) during any Contract Year shall be charged to the City at the rates set forth in Section 9.F. hereof. The City shall give the Franchisee reasonable prior notice of the date(s) of such special events as well as the number of Roll-Offs that will be required.

C. Disaster Relief Services

Upon request by the City, the Franchisee may provide special collection and disposal services due to damage or destruction resulting from a flood, tornado, hurricane or other similar disaster. For the services provide under this Section 6.C., the Franchisee shall charge the City

- (i) an amount equal to the rates and fees allowed under the Federal Emergency Management Agency's grant for the disaster relief services provided to the City under this Section 6.C., or
- (ii) a rate mutually agreed upon by the City and the Franchisee.

Nothing contained herein shall be construed as to limit the City's ability to contract with additional vendors to provide the disaster relief services contained in this Section 6.C. Notwithstanding anything to the contrary contained herein, the Franchise Fee shall not apply to the disaster relief services provided for in this Section 6.C.

SECTION 5. BULKY WASTE, BUNDLES, GREEN WASTE AND WHITE GOODS.

A. Bulky Waste, White Goods and Bundles Collections.

In addition to the Services contained in Section 5 hereof, the Franchisee will collect the following from each Single-Family Residential Units once per month:

- (i) either one (1) Bulky Waste item or one (1) White Goods item and
- (ii) up to four (4) Bundles;

provided, that the Bulky Waste or White Goods Item, Bundles and/or White Good are placed at the curbside no later than 7:00 a.m. on the scheduled collection day, are reasonably contained, and are within the size and weight limitations as defined in Section 1 hereof. The Franchisee

shall only be responsible for collecting, hauling and recycling or disposing of Bulky Waste, White Goods and Bundles from those Single-Family Residential Units that have complied with Sections 1 and 7.A. hereof. White Goods containing refrigerants will not be collected by the Franchisee unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed.

B. Roll-Off Services for Excluded Waste and Oversized Items.

It is understood and agreed that the service provided under Section 7.A. does not include the collection of Construction and Demolition Waste and other wastes excluded herein. Additionally, the Franchisee's services do not include the collection of Bulky Waste, Bundles, Green Waste, White Goods and any other waste that exceeds the size and weight limitations of collection for that category of waste. However, the Franchisee may negotiate an agreement on an individual basis with any customer regarding the collection of such items utilizing the Franchisee's Roll-Off services (the "Roll-Off Services").

C. Green Waste Collections.

In addition to the Services contained in Section 4 hereof, the Franchisee will collect Green Waste from Single-Family Residential Units once per month, as designated by the Franchisee; provided, that

- (i) the Single-Family Residential Units requiring such collections notify the Service Provider no later than the end of the Business Day on the Friday immediately preceding the scheduled collection day, and
- (ii) the Green Waste (A) is placed at the curbside no later than 7:00 a.m. on the scheduled collection day, (B) is reasonably contained, and (C) does not exceed three (3) cubic yards in total volume or have any individual item exceeding eight (8) feet in length. The Franchisee shall only be responsible for collecting, hauling and recycling or disposing of Green Waste from those Single-Family Residential Units that have complied with Sections 1 and 7.C. hereof.

D. City Composting.

In the event the City opts to purchase composting equipment and operate a composting yard within the City, the parties agree to negotiate in good faith any required modifications to be done under this Agreement as a result of such change, including, but not limited to, terms and conditions for the Service Provider to collect the Bundles and Green Waste for composting, as well as any necessary modifications to rates and fees contained herein resulting from this change in service.

SECTION 6. TITLE TO EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Franchisee in connection with the Services, shall at all times remain the property of the Franchisee.

SECTION 7. RATES AND FEES.

Subject to adjustment, as provided in Section 10 hereof, the rates and fees to be charged and received by the Franchisee are as follows (which rates and fees do not include any applicable Franchise Fee, Sales Tax, and/ or Administrative Billing Fees):

A. Single-Family Residential Unit Services.

For the Services provided to Single-Family Residential Units under Section 4.A. hereof, the Franchisee shall charge:

- (i) **\$20.15** per month for each Single-Family Residential Unit utilizing one (1) Roll-Out and one (1) Recycling Container, plus
- (ii) **\$13.00** per month for each additional Roll-Out utilized by such Single-Family Residential Unit, plus
- (iii) **\$13.00** per month for each additional Recycling Container utilized by such Single-Family Residential Unit. These rates apply to all Single-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

B. Commercial Hand Collect Unit Services.

For the Services provided to Commercial Hand Collect Units under Section 4.C. hereof, the Franchisee shall charge

- (i) **\$33.50** per month for each Commercial Hand Collect Unit utilizing one (1) Roll-Out and one (1) Recycling Container, plus
- (ii) **\$23.40** per month for each additional Roll-Out utilized by such Commercial Hand Collect Unit, plus
- (iii) **\$23.40** per month for each additional Recycling Container utilized by such Commercial Hand Collect Unit. These rates apply to all Commercial Hand Collect Units that are located within the City's corporate limits and billed by the City for water and sewer services.

C. Commercial, Industrial and Multi-Family Residential Unit Services.

For the Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 5 hereof, the Franchisee shall charge per month for each Container utilized the following rates:

Container Size	1 Collection a Week	2 Collections a Week	3 Collections a Week	4 Collections a Week	5 Collections a Week	6 Collections a Week
2 Cubic Yards	66.00	\$114.00	\$166.00	\$214.00	\$279.00	\$357.00
3 Cubic Yards	74.00	\$127.00	\$183.00	\$227.00	\$296.00	\$374.00
4 Cubic Yards	83.00	135.00	\$192.00	\$244.00	\$314.00	\$409.00
6 Cubic Yards	\$118.00	\$192.00	\$257.00	\$314.00	\$453.00	\$574.00
8 Cubic Yards	\$144.00	\$240.00	\$318.00	\$400.00	\$557.00	\$735.00

For any collection that the Franchisee is required to make in excess of the above weekly figures, the Franchisee shall charge the following rates, per Container.

Size of Container	Extra Lifts
2 Cubic Yards	\$40.00
3 Cubic Yards	\$44.00
4 Cubic Yards	\$53.00
6 Cubic Yards	\$79.00
8 Cubic Yards	\$105.00

The foregoing rates apply to all Commercial, Industrial and Multi-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

D. Roll-Off Services.

Subject to adjustment by the Franchisee in its sole discretion, for the Services provided under Sections 7.B. and 11 hereto, the Franchisee shall charge for each Roll-Off utilized the following fees:

Haul Rates	Haul	Delivery	Per Day Rental	Disposal/Ton**	Deposit
20 yard	\$250.00	\$100.00	\$6.60	\$28.00	\$550.00
30 yard	\$250.00	\$100.00	\$6.60	\$28.00	\$550.00
40 yard	\$250.00	\$100.00	\$6.60	\$28.00	\$550.00

The Franchisee will charge each Commercial, Industrial or Residential Unit on an individual basis regarding the Roll-Off Services to be provided. The Roll-Off Services will be billed directly to such Commercial, Industrial or Residential Unit and will be collected by the Franchisee. The Roll-Offs provided pursuant to this Section 7.D. must be located within the City in accordance with City ordinances and policies.

E. Compactor Services.

For Compactor Services provided to Commercial, Industrial and Multi-Family Residential Units hereunder, the Franchisee shall charge for each compactor utilized the following fees:

Haul Rates	Haul	Delivery	Per Day Rental	Disposal/Ton**	Deposit
28 yard Compactors	\$265.00	\$100.00	\$17.50	\$28.00	\$550.00
30 yard Compactors	\$265.00	\$100.00	\$17.50	\$28.00	\$550.00
35 yard Compactors	\$265.00	\$100.00	\$17.50	\$28.00	\$550.00
40 yard Compactors	\$265.00	\$100.00	\$17.50	\$28.00	\$550.00
42 yard Compactors	\$265.00	\$100.00	\$17.50	\$28.00	\$550.00

The Franchisee will charge each Commercial, Industrial or Multi-Family Residential Unit on an individual basis regarding compactor Services to be provided. The compactor Services will be billed directly to such Commercial, Industrial or Multi-Family Residential Unit and will be collected by the Franchisee. The compactors provided pursuant to this Section 7.E. must be located within the City in accordance with City ordinances and policies.

F. City Roll-Off Services.

For the Roll-Off services provided to the City in addition to or in excess of those provided for at no charge under Section 6.B. hereof, the Franchisee will charge for each Roll-Off utilized the fees listed in Section 7.D. above.

Notwithstanding anything to the contrary contained herein, the Franchise Fee (as defined herein) shall not apply to the services set forth in this Section 7.F.

G. Bulk Dedicated Services

Franchisee agrees to provide one monthly dedicated bulk service at no cost to the City on the first Monday and Tuesday of each month.

SECTION 8. RATE ADJUSTMENT.

A. **CPI-U Adjustment.** On each anniversary date of this Agreement, the Franchisee shall have the right, in its sole discretion and upon giving prior notice to the City, to increase or decrease the rates set forth in Section 7 hereof (the "Initial Rates") in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 8.A. The amount of the increase or decrease under this Section 8.A. shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve (12) month period.

B. **Operating Cost Adjustment.** In addition to the rate adjustments provided for in Section 8.A., at any time during the term of this Agreement, the Franchisee may petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its cost of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Franchisee shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase and the Franchisee can demonstrate that such rate increase is necessary to offset the Franchisee's increased costs in connection with performing the services under this Agreement not otherwise offset by any previous rate adjustments hereunder, the Franchisee may, in its sole discretion, terminate this Agreement upon ninety (90) days written notice to the City.

C. **Landfill Cost Adjustment.** The parties acknowledge that the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement will be disposed of by the

Franchisee at a Landfill(s) chosen by the Franchisee in its sole discretion (the "Initial Landfill(s)"). In the event that the Franchisee is unable to use the Initial Landfill(s) due to reasons out of its control, the Franchisee (i) shall have the right, in its sole discretion, to dispose of the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement at another Landfill of its choosing, and (ii) shall have the right, upon giving prior notice to the City, to increase the Initial Rates by an amount equal to the sum of (x) the amount, if any, that the disposal fees charged to the Franchisee at such other Landfill exceed those previously charged to the Franchisee at the Initial Landfill(s), and (y) the amount, if any, that the transportation costs incurred by the Franchisee in connection with transporting the Municipal Solid Waste and Construction and Demolition Waste to such other Landfill exceed those that would have been incurred by the Franchisee if such Municipal Solid Waste and Construction and Demolition Waste was transported to the Initial Landfill(s).

D. **Governmental Fees.** The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

E. **Fuel Cost Adjustment.** Beginning on July 1, 2020, and on each July 1 of this Agreement thereafter, the Franchisee shall adjust all the rates herein for any Contract Year in which the average price of diesel fuel during the preceding Fuel Year exceeded \$2.96 per gallon (the "Base Price"). The average price of diesel fuel will be determined by reference to the U.S. Energy Information Administration's published price for diesel fuel – Gulf Coast (PADD 3). The following website (or any successor website) will be the source for such information: <http://www.eia.gov/petroleum/gasdiesel/>. The average price of diesel fuel for each Fuel Year (each, an "Average Yearly Price") shall be the average of the weekly fuel prices published for each week during such Fuel Year.

The fuel cost adjustment for any Contract Year (each, a "Fuel Cost Adjustment") shall be the product of (i) 13.20% and (ii) a fraction the numerator of which is equal to the difference between the Base Price and the Average Yearly Price and the denominator of which is the Base Price. In the event the Average Yearly Price is greater than the Base Price, the Fuel Cost Adjustment for the following Contract Year shall be an upward adjustment to all rates herein. In the event the Average Yearly Price is less than the Base Price, the Fuel Cost Adjustment for the following Contract Year shall be a downward adjustment to all rates herein; provided, however, any Fuel Cost Adjustment shall never cause the rates to fall below the Initial Rates. Each Fuel Cost Adjustment shall be effective on each anniversary date of this Agreement for which such Fuel Cost Adjustment was determined. Notwithstanding anything to the contrary contained herein, the Franchise Fee shall not apply to the Fuel Cost Adjustment.

Formula:

$$[(\text{Average Yearly Price} - \text{Base Price}) / \text{Base Price}] \times 13.20\% = \text{Fuel Cost Adjustment}$$

As an Example only:

Assumptions:

The Average Yearly Price for the Fuel Year ending on April 30, 2020 was \$3.06. The rate charged to each Single-Family Residential Unit utilizing one (1) Roll-Out and one (1) Recycling Container for the Contract Year ending on July 31, 2020 was \$20.13 per month.

$(3.06 - 2.96)/2.96 = .034$ (rounded to nearest one thousandth) $\times 13.20\% = 0.45\%$ (rounded to nearest one hundredth of a percent) increase to all the rates contained in Section 7 hereof for the Contract year beginning on July 1, 2020..

$\$20.13 \times 0.45\% = \0.09 increase to the monthly rate for Single-Family Residential Units utilizing one (1) Roll-Out and on (1) Recycling Container.

The rate charged to each Single-Family Residential Unit utilizing one (1) Roll-Out and one (1) Recycling Container for the Contract Year beginning July 1, 2020 would be \$20.22 for the Fuel Cost Adjustment only.

SECTION 9. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling, recycling or disposal of any Excluded Waste, Hazardous Waste, animal or human, dead animals, auto parts or used tires from any Container provided by the Franchisee located at any Commercial, Industrial or Residential Unit; provided, however, that the Franchisee and the owner or occupant of a Commercial, Industrial or Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of Construction and Demolition Waste, auto parts or used tires by utilizing the Franchisee's Roll-Off Services.

SECTION 10. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of five (5) years, commencing on July 1, 2019 and concluding on June 30, 2024. At the expiration of the term of this Agreement, the Agreement will be extended for successive periods of five (5) years; provided, that neither party provides the other party with written notice of intent to terminate this Agreement at least 180 days prior to the expiration date of this Agreement or 180 days prior to any of the then applicable individual five-year extension periods. If either party provides such notice, this Agreement will cease to be renewed and will terminate at the end of either this five (5) year Agreement, or at the end of the subsequent five (5) year extension period, as applicable.

SECTION 11. ASSIGNMENT.

This Agreement shall not be assignable or otherwise transferable by the Franchisee without the prior written consent of the City; provided, however, that the Franchisee may assign this Agreement to any direct or indirect affiliate or subsidiary of the Franchisee or to any person or entity succeeding to all or substantially all of the Franchisee's assets (whether by operation of law, merger, consolidation or otherwise) without the City's consent.

SECTION 12. ENFORCEMENT.

During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances and revise existing ordinances so as to enable the Franchisee to provide the Services set forth herein. The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Franchisee experiences recurring problems of damage or destruction to or theft of the Containers provided by the Franchisee pursuant to this Agreement, the Franchisee may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial or Residential Units utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Franchisee the right of ingress and egress from and upon the property of Commercial, Industrial and Residential Units for the purposes of rendering the Services contemplated hereby.

SECTION 13. EQUIPMENT AND PERSONNEL

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Franchisee in connection with the Services, shall at all times remain the property of the Franchisee.

Franchisee shall furnish a sufficient number of packer type trucks, with sufficient operators and workmen for each, to collect and dispose of all Municipal Solid Waste from Residential Units. All equipment shall be in good working order and condition. All equipment shall bear the name of Franchisee and Franchisee's telephone number, which shall be displayed on such equipment in a clear, legible manner on each side. Though Franchisee may service two sides of a street simultaneously, trucks may not be operated by "zigzagging" from side to side on the streets within City.

Franchisee personnel on the service trucks must wear uniforms identifiable as Franchisee's employees, except during emergency situations (such as after a storm or other "Act of God" or immediately after a Holiday when trash volumes may run especially high and require the addition of temporary personnel in order to complete routes in a timely manner). Franchisee will assure the presence of at least one English speaking employee on each service truck. Franchisee's employees will not take breaks or lunch in City's subdivisions.

SECTION 14. PROCESSING, BILLING AND FEES.

A. Billings for Single-Family Residential Unit Services. On a quarterly basis, the Franchisee agrees to bill and collect the rates and fees charged under Section 7.A. hereto from all Single-Family Residential Units possessing active water meters within the City's corporate limits, as well as from all other Single-Family Residential Units requiring the collection, hauling, recycling and disposal of Municipal Solid Waste within the City's corporate limits (the "Residential Billing"), plus any applicable sales, use or services taxes assessed or payable in connection with the Services provided hereunder.

B. Billings for Commercial, Industrial and Multi-Family Residential Unit Services. On a monthly basis, the Franchisee agrees to bill and collect the rates and fees charged under Sections 7.B. and 7.C. hereof, from all Commercial, Industrial and Multi-Family Residential Units possessing active water meters within the City's corporate limits as well as from all other Commercial, Industrial and Multi-Family Residential Units requiring the collection, hauling and disposal of Municipal Solid Waste within the City's corporate limits (the "Commercial Billing"), plus any applicable sales, use or services taxes assessed or payable in connection with the Services provided hereunder.

C. Billings for Non-City Roll-Off and Compactor Services. The Franchisee will bill and collect the rates charged under Sections 7.D. and 7.E. from all Residential, Commercial and Industrial Units for services performed with respect to Roll-Off and compactor Containers (the "Roll-Off Billing"), plus any applicable sales, use or services taxes assessed or payable in connection with the Services provided hereunder.

D. Billings for City Roll-Off Services. The Franchisee will bill and collect the rates charged under Section 7.F. for the Roll-Off services provided to the City. Notwithstanding anything to the contrary contained herein, the Franchise Fee (as defined below) shall not apply to the Roll-Off services provided to the City.

E. Franchise Fee. On a quarterly basis, the Franchisee shall remit to the City an amount equal to (i) fifteen (15%) of the gross receipts collected from the Residential Billing during the immediately preceding month, plus (ii) fifteen percent (15%) of the gross receipts collected from the Commercial Billing during the immediately preceding month, plus (iii) fifteen percent (15%) of the gross receipts collected from the Roll-Off Billing during the immediately preceding month (clauses (i) through (iii) collectively referred to as the "Franchise Fee"). The Franchise Fee shall be remitted to the City in arrears on or before the last day of each month, commencing after July 1, 2019.

F. Taxes. In addition to the amounts billed and collected by the Franchisee hereunder, the Franchisee shall also be responsible for billing, collecting and remitting/paying any and all sales, use and service taxes assessed or payable in connection with the Services.

SECTION 15. SPILLAGE.

It is understood and agreed that the Franchisee shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials not caused by the Franchisee's rendering of the Services, or be required to

collect and dispose of any excess Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials placed outside of the Containers by any Commercial, Industrial or Residential Unit.

The Franchisee may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Commercial, Industrial or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials. Should excess Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials continue to be placed outside of the Containers, the City shall require the Commercial, Industrial or Residential Unit to increase the frequency of collection of such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials, or require the Commercial, Industrial or Residential Unit to utilize a Container with sufficient capacity so that the excess Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials will be regularly contained.

The Franchisee shall be compensated for these additional Services as provided for in Section 9 hereof, and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection. Franchisee shall be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste, Construction and Demolition Waste, or Recyclable Materials or other waste caused by the Franchisee's rendering of the Services provided herein.

SECTION 16. NON-COLLECTION NOTICE AND FOLLOW-UP.

A. Notice from the Franchisee. It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial or Residential Unit fails to timely place a Container as directed in Sections 4 and 5 hereof, or is otherwise in violation of the City's ordinances and regulations, the Franchisee's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials to be removed, the Franchisee may refrain from collecting all or a portion of such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials and will notify the City within eight (8) hours thereafter of the reason for such non-collection. The Franchisee will also provide written notice to the Commercial, Industrial or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial, Industrial or Residential Unit's failure to timely place the Containers, Bulky Waste or Bundles out for collection. Such written notice shall be attached to the Container or the uncollected Municipal Solid Waste, shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials may be collected.

B. Notice from a Commercial, Industrial or Residential Unit. When the City is notified by an owner or occupant of a Commercial, Industrial or Residential Unit that Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials has not been removed from such Commercial, Industrial or Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the City from the Franchisee, or the Franchisee has failed to collect Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials from the Commercial, Industrial or Residential Unit without cause, as

supported by notice as described herein, then the Franchisee will use all reasonable efforts to collect such Municipal Solid Waste, Construction and Demolition Waste or Recyclable Materials on the day a collection order is issued by the City; provided, however, that if the Franchisee fails to make such collection on the same day that a collection order is issued by the City, the Franchisee shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Franchisee for any such original non-collection or late collection so long as the Franchisee makes such collection within such time.

SECTION 17. HOURS OF SERVICE.

For all the Services provided hereunder, the Franchisee's hours of service shall be between 7:00 a.m. to 7:00 p.m., Monday through Friday. The Franchisee will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Franchisee shall provide such services on the immediately service day.

SECTION 18. CUSTOMER SERVICE.

The Franchisee agrees to field all inquiries and complaints from Commercial, Industrial and Residential Units relating to the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials. The Franchisee and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints.

SECTION 19. COMPLIANCE WITH APPLICABLE LAWS.

The Franchisee shall comply with all applicable federal and state laws regarding the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Franchisee in order to insure compliance with this Section 19.

SECTION 20. VEHICLES AND EQUIPMENT.

Vehicles used by the Franchisee for the collection, hauling, recycling and disposal of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials onto the City's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Franchisee's name in letters and numbers not less than two (2) inches in height. Any Municipal Solid Waste,

Construction and Demolition Waste and Recyclable Materials that is collected and loaded into Franchisee's vehicles that subsequently released from the vehicle (prior to delivery at the Landfill) shall be collected by the Franchisee, at the Franchisee's expense within four (4) hours of receipt of notice from the City. All collection vehicles used by the Franchisee shall be washed and deodorized once per week.

SECTION 21. DUE CARE.

The Franchisee shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

SECTION 22. PERSONNEL AND PERFORMANCE STANDARDS.

The Franchisee shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Franchisee, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Franchisee shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

SECTION 23. GARBAGE COLLECTION

Franchisee shall notify each occupant of a Single-Family Residential Unit, at least _____ days prior to the commencement of the Services, _____ (describe method(s) of notification) at each Single-Family Residential Unit outlining the collection days, general rules and the address and telephone number of Franchisee. Franchisee shall collect and properly dispose of all Municipal Solid Waste and Recyclable Materials from all Single-Family Residential Units used for residential purposes, twice each week, _____ (days of the week) at the _____ (location) of the Single-Family Residential Units, except as otherwise provided herein or where proper payment has not been received by Franchisee. Except as otherwise provided herein, Franchisee may not alter the days of refuse collection without the written permission of the CITY, which permission shall not be unreasonably withheld. Franchisee may change or alter the times and routes of collection, provided that the CITY is given written notification of the changes.

Putrescible waste material shall have priority collection should the community suffer the consequences of severe weather conditions. Normal collection of non-putrescible waste will commence once the initial health threat has been addressed. Structural debris, uprooted trees, roofing material and other storm generated debris are outside the services being bid. Franchisee shall make every effort to work with the CITY to provide additional services if needed.

SECTION 24. EXCLUSIVE FRANCHISE GRANT

The City will grant to the successful Franchisee, in accordance with the City's ordinances and regulations the exclusive right to the collection, hauling, recycling and disposal of Municipal

Solid Waste, Construction and Demolition Waste and Recyclable Materials over, upon, along and across the City's present and future streets, alleys, bridges and public properties.

However, if the Franchisee cannot perform certain aspects of the service, or there are additional services not contemplated under the Franchise Agreement that the City wishes to obtain, such as disaster debris removal, the City may solicit bids and contact with another entity, provided the City has allowed the Franchisee to submit a bid for said service. In order to maintain the exclusive franchise in favor of the Franchisee contained herein, the City shall take any and all appropriate level action against any company, customer or third party infringing upon the exclusive rights of the Franchisee. In the event that the City fails to pursue appropriate legal action in order to remedy an infringement on the Franchisee's exclusive-franchise rights, the Franchisee may retain a subrogation right from the City against any and all violations of the exclusive-franchise grant described herein and shall be entitled to any and all actual and consequential damages arising from the City's failure to enforce the Franchise Agreement.

SECTION 25. OPERATIONS

A. Scope of Operations

It is expressly understood and agreed that the Franchisee will collect, haul and recycle or dispose of all Municipal Solid Waste, Construction and Demolition Waste and Recyclable Materials, and other waste (as provided and may be limited herein) (i) generated and accumulated by Commercial, Industrial and Residential Units, and (ii) placed within Containers by those Commercial, Industrial and Residential Units receiving the services of the Franchisee (or otherwise generated and accumulated in the manner herein provided by those Commercial Units, Industrial Units and Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of the Franchise Agreement (the "Services").

B. Nature of Operations

The City will grant to the successful Franchisee, in accordance with the City's ordinances and regulations, the title to all Municipal Solid Waste, Construction and Demolition Waste, Recyclable Materials and other waste (as provided and as may be limited herein) collected, hauled and recycled or disposed of by the Franchisee over, upon, along and across the City's present and future streets, alleys, bridges and public properties. Notwithstanding any other term contained herein, the Franchisee shall have no obligation to collect any waste which is, or which the Franchisee reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with the resident/business/generator of such Excluded Waste, even if the Franchisee inadvertently collects and disposes of such Excluded Waste. If the Franchisee finds what reasonably appears to be discarded Excluded Waste, Franchisee shall notify such resident/business/generator and the City that the Franchisee may not lawfully collect such Excluded Waste.

SECTION 26. COLLECTION

A. Negotiated Collections

Any waste not collected above, such as Excluded and Hazardous waste, and any waste exceeding the size limitations or standards of Section 56-46 (City Code), shall be removed through

negotiated collection with the Franchisee or other provider if the Franchisee cannot remove the waste.

SECTION 27. STANDARDS FOR COLLECTION

General Rules - Note, the City Code provides that it is unlawful for any person stockpiling Municipal Solid Waste pending collection to fail to comply with the following standards:

- (1) Containers used to store Municipal Solid Waste shall be equipped with an appropriately sized lid, which shall be securely attached when containing municipal solid waste;
- (2) All Municipal Solid Waste stockpiled for collection shall be placed in a can or receptacle; provided, however, bulky waste may be accepted for regular municipal solid waste collection if bundled and securely tied together forming an easily handled package not exceeding two (2) cubic yards in total volume or have any individual item exceeding 50 pounds in weight.
- (3) Any Bulky Waste that does not meet the requirements set forth herein shall not be collected, hauled, recycled or disposed of by the Franchisee under regular municipal solid waste collection.
- (4) White goods containing refrigerants will not be collected by the Franchisee unless such white goods have been certified in writing by a professional technician to have had all such refrigerants removed. Single-Family Residential Units requiring the collection of Bulky Waste and White Goods may need to notify the Franchisee for pickup, as provided for by the Franchisee's agreement with the city;
- (5) Receptacles, bags, or bundles shall be placed at curbside for collection. Curbside refers to that portion of the right-of-way adjacent to and not exceeding five feet from paved or traveled city roadways, including alleys. Receptacles, bags, or bundles shall be placed within five feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day. If construction work is being performed in the right-of-way, then receptacles, bags, or bundles shall be placed as close as practicable to an access point for the collection vehicle. The Franchisee shall assist Handicapped Residential Units with house-side collection of the bags, roll-outs and recycling containers; provided, that the Franchisee receives priori written notice from the Handicapped Residential Unit of such special need; and
- (6) Receptacles, or roll-outs, used at commercial or industrial establishments shall not be placed nearer than five feet from buildings unless an exception therefor has been granted by the fire marshal due to fire safety considerations and standards. A Commercial Hand Collect Units is required to place municipal solid waste in a roll-out provided by the Franchisee. The Franchisee shall only be responsible for collecting, hauling and disposing of municipal solid waste placed inside the roll-outs provided by the Franchisee.
- (7) No person shall place for collection and disposal any Construction and Demolition Waste, except by utilizing the Franchisee's Roll-Off services.
- (8) Municipal solid waste in excess of the roll-outs, placed outside or adjacent to the roll-outs, or not meeting other requirements set forth herein, will not be collected by

the Franchisee. If Recyclable materials are collected, any recyclable materials in excess of the recycling containers' limits, placed outside or adjacent to the recycling containers, or not meeting other requirements set forth herein, will not be collected by the Franchisee. Excess or misplaced municipal solid waste and recyclable materials may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Franchisee.

SECTION 27. RECORDKEEPING AND REPORTING

The Franchisee shall submit electronic reports of the required records, using software and formats approved by the City, on a monthly basis. All records shall be available to City at reasonable times and places throughout the term of the Agreement and for a period of two (2) years after last or final payment.

A. Records

The Franchisee shall create, maintain, and deliver to the City the following records:

- 1) Documented Solid Waste and Bulky Waste tonnage delivered to Disposal site;
- 2) Document Recyclable Materials delivered to recyclable processing facility;
- 3) Document Bulky Waste delivered to recyclable processing facility;
- 4) Document collection activity from Commercial and Industrial Units by Container size and frequency of pick up;
- 5) Identify unaccepted loads by date collected, route, and facility;
- 6) Document complaints, on a daily basis, including the address, time and date for each and the reason, and resolution;
- 7) Such other documents and reports, as the City may reasonably require, to verify compliance with this Agreement;
- 8) Other recordkeeping and reporting requirements as agreed upon by City and Franchisee.

B. Quarterly Meetings with City Manager

Franchisee shall meet, at least quarterly, with the City Manager and/or City staff to discuss any and all issues related to the Services provided for herein.

C. Annual City Council Update

Franchisee shall present to the City Council on an annual basis a presentation to include, but not limited to, current and future service issues, quantities of Solid Waste and Recyclable Materials, and public education.

SECTION 28. RECYCLING EDUCATION

Prior to the commencement of the collection of Recyclable Materials hereunder, Franchisee will provide information to the Residential, Commerical, and Industrial Units about the program, including the specific types of materials to be collected as Recyclable Materials and the collection days. Thereafter, throughout the term of the Agreement, Franchisee will inform the

occupants of the Residential, Commerical, and Industrial Units promptly of any changes in the recycling program consistent with the terms of the Agreement and such changes will not take effect until such notice has been provided in accordance with this Section 23. The foregoing obligation to provide information shall apply only to those Commercial and Industrial Units that request such information or receive collection of Recyclable Materials services from Franchisee pursuant to the terms hereof.

SECTION 29. INSURANCE COVERAGE

Pursuant to this Agreement, the Franchisee shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker's Compensation	Statutory
(2) Employer's Liability	\$500,000
(3) Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 in the aggregate, combined single limit for Bodily Injury and Property Damage Liability
(5) Automobile Bodily Injury Liability	\$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage Liability
(6) Pollution Legal Liability	\$2,000,000 each loss
(7) Excess Umbrella Liability	\$5,000,000 per occurrence

The City shall be named additional insured on all the above coverages with the exception of workers compensation insurance. To the extent permitted by law, any or all of the insurance coverage required by this Section 32 may be provided under a plan(s) of self-insurance, including coverage provided by the Franchisee's parent corporation. Upon the City's request, the Franchisee shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 32.

SECTION 30. INDEPENDENT CONTRACTOR

Franchisee shall be deemed to be and is an independent contractor. All persons employed by Franchisee, in performance of the Agreement shall be deemed to be and will be the employees of

Franchisee. The selection, number, compensation and employment of personnel, and all other matters relating to the employment of personnel by Franchisee, the operation of necessary machinery and equipment, and all other matters relating to the performance of its duties and obligations under the Agreement shall be the sole responsibility of Franchisee. Nothing in the Agreement shall be deemed to constitute Franchisee or any of Franchisee's Franchisee employees or agents to be an agent, representative, or employee of the City.

SECTION 31. LEGAL AND COMPLIANCE

A. INDEMNITY.

To the extent covered by applicable insurance, the Franchisee assumes all risks of loss or injury to property or persons caused by its negligence or willful misconduct in the performance of the Services. The Franchisee agrees to indemnify, defend, and hold harmless the City and its agents, directors, employees, officers and servants (together, the "Indemnified Parties") from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) (together, the "Claims") caused by a willful or negligent act or omission of the Franchisee, its officers and employees. However, the Franchisee shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by: (i) a willful or negligent act or omission of any Indemnified Party; (ii) the breach of any term, condition, covenant, representation, or warranty in this Agreement by the City; or (iii) the violation of any law, rule, regulation, ordinance, or order by any Indemnified Party.

B. SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

C. TERMINATION.

Any failure by either party or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and immediate termination of all the defaulting party's rights under this Agreement, and all such rights shall become null and void.

D. FORCE MAJEURE.

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond

reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

E. GOVERNING LAW.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Texas State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action or proceeding to the addresses of the parties listed below, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

F. COMPLIANCE WITH ALL LAWS

Franchisee agrees to conform to and abide by all of the rules, regulations, and ordinances governing the collection, hauling and disposal of refuse, provided that the terms of the Franchise Agreement shall govern except where there exists conflicting ordinances of the City on the subject. In such case the terms of the ordinances of the City shall govern. In the event the City passes any ordinance applicable to the Services after the date of this Agreement, and such ordinance causes a material increase in the cost to Franchisee to perform the Services, Franchisee may immediately pass such additional costs on to the customers in the form of higher rates, as provided in Section 7 hereof, provided, however, that Franchisee shall provide notice of any such increase in rates allowing with reasonable supporting documentation of such increase in the cost of the Services.

Franchisee agrees to conform to and abide by all of the valid rules, regulations, and ordinances of any city or other jurisdiction through which refuse may be hauled or disposed of, governing the collection, hauling and disposal of said refuse.

Franchisee agrees, when refuse is hauled to or through the unincorporated territory of any county, to conform to and abide by all rules, regulations, and ordinances of any county governing the collection, hauling, and disposal of said refuse.

Franchisee agrees to abide by all applicable federal laws, including, without limitation, the Occupational Safety and Health Act, and the laws of the State of Texas.

G. ESCALATION CLAUSE

Other than as set forth elsewhere herein, Franchisee shall hold firm the current rates set forth in the term of the Franchise Agreement.

H. COMPLAINTS AND REPORTS

All complaints may be made directly to Franchisee and shall be given prompt and courteous attention. Franchisee shall log all complaints and shall note the name, address, time of day, and date of telephone complaint either manually or by computer. In the case of alleged missed scheduled collections, Franchisee shall investigate and, if such allegations are verified, shall arrange for the collection of such refuse within twenty-four (24) hours after the complaint is received. Franchisee will provide a monthly complaint log to the City, including the address complaining, that nature of the complaint, and the resolution of same.

I. MISCELLANEOUS

- 1) Disposal – Municipal Solid Waste will be collected, transported, and deposited at Texas Commission on Environmental Quality (TCEQ) approved Disposal Site.
- 2) Emergencies – Franchisee agrees to use its reasonable best efforts to assist the City in the event of an emergency situation on such terms and conditions as may be mutually agreed between Franchisee and the City.
- 3) Non-Discrimination – Franchisee agrees to abide by all applicable federal and state laws with respect to nondiscrimination against any person because of race, sex, age, creed, color, religion, or national origin.
- 4) Notification – Franchisee shall notify all residents about complaint procedures, regulations, and days for scheduled refuse collection.
- 5) Point of Contact – All dealings, contacts, etc., between Franchisee and City shall be directed by City to the Residential Accounts Manager of Franchisee. Franchisee shall advise City of the identity of its Residential Account Manager by supplying the name of said individual to City, in writing, and Franchisee may, from time to time, designate a replacement Residential Accounts Manager in writing during the term of this Agreement.

Representations – Franchisee represents and warrants that it has dedicated and made available, and at all times during the term of the Agreement shall keep available sufficient equipment and personnel to provide the Services in accordance with the terms of this Agreement. Franchisee shall maintain its current financial solvency and is not nor will engage in proceedings that will lead to Chapter 11 filing for bankruptcy, and if any creditors shall force Franchisee into bankruptcy proceedings, Franchisee shall notify City. Franchisee hereby represents and warrants that it has all requisite corporate power and authority to execute and deliver the Agreement, to consummate the transactions contemplated

hereby, and to perform all the terms and conditions hereof to be performed by it. The execution and delivery of the Agreement by Franchisee, the consummation of the transactions contemplated hereby, and the performance by Franchisee of all the terms and conditions hereof to be performed by it have been duly authorized and approved by all requisite corporate action on the part of Franchisee.

SECTION 32. NOTICES.

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:

City of Manvel
20025 Highway 6
Manvel, TX 77578
Attn: City Manager

with electronic copy to:

KJung@cityofmanvel.com

If to the Franchisee:

John Schafer, District Manager
2010 Wilson Road
Humble, TX 77396
979-864-4600

with electronic copy to:

John.Schafer@wasteconnections.com

Abel Moreno, District Manager
827 W. Highway 6
Alvin, TX 77511
979-864-4600

with electronic copy to:

Abel.Moreno@wasteconnections.com

Copy to:

Waste Connections US, Inc.
3 Waterway Square Place, Suite 110
The Woodlands, TX 77380
Attention: Legal Department

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

SECTION 33. ATTORNEYS' FEES.

The prevailing party in any dispute between the parties arising out of the interpretation, application or enforcement of any provision hereof shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including without limitation costs and attorneys' fees related to or arising out of any trial or appellate proceedings.

SECTION 34. ACCEPTANCE.

PASSED AND APPROVED BY THE CITY OF MANVEL CITY COUNCIL IN AN OPEN MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE TEXAS OPEN MEETINGS ACT AND ALL OTHER APPLICABLE LAWS THIS 5th DAY OF NOVEMBER , 2018 (FRANCHISE) AND 22nd DAY OF JANUARY, 2019 (CONTRACTED TRASH PICK-UP FREQUENCY).

WASTE CONNECTIONS OF TEXAS, LLC

By: Robert A. Nielsen III

Name: ROBERT A. NIELSEN III

CITY OF MANVEL, TEXAS

By: Kyle Jung

Title: Kyle Jung, City Manager

ATTEST:

By: Tammy Bell

Name: Tammy Bell

Title: City Secretary



EXHIBIT "A"
CITY OF MANVEL
SOLID WASTE SCHEDULE
EFFECTIVE 2023-06

Tax & Franchise Fees not included in rates.

4.03%

Total Residential Cart/Recycle Cart	\$	23.42	per month
Total Per additional trash Cart	\$	15.12	per month
Total Per additional Recycle Cart	\$	15.12	per month
To cancel Recycle & add trash cart	\$	-	per month
Total Commercial Cart/Recycle Cart	\$	38.94	per month
<i>2 x Week trash & 1 x Week Recycle</i>			
Total Per additional CO trash Cart- 2xWk	\$	27.20	per month
Total Per additional CO Recycle Cart- 1xWk	\$	27.20	per month

Tax and franchise fees are not included in rates.

Franchise Fee is not charged tax. Take base rate x's by 15% franchise fee, then take base rate and x's by 8.25% tax. Last add these totals together for all in price.

Tax Code: Manvel Franchise = Tax & Franchise fees charged

CONTAINER SIZE	Lifts Per Week						
	1	2	3	4	5	6	Extra-Lifts
2 Cubic Yd	\$ 76.71	\$ 132.51	\$ 192.95	\$ 248.75	\$ 324.30	\$ 414.97	\$ 46.49
3 Cubic Yd	\$ 86.01	\$ 147.62	\$ 212.71	\$ 263.86	\$ 344.06	\$ 434.73	\$ 51.14
4 Cubic Yd	\$ 96.48	\$ 156.92	\$ 223.18	\$ 283.62	\$ 364.99	\$ 475.41	\$ 61.61
6 Cubic Yd	\$ 137.16	\$ 223.18	\$ 298.73	\$ 364.99	\$ 526.56	\$ 667.21	\$ 91.83
8 Cubic Yd	\$ 167.38	\$ 278.97	\$ 369.64	\$ 464.95	\$ 647.44	\$ 854.35	\$ 122.05
Lock Charge	10.01 per mo						

ROLL OFF CONTAINERS

Haul Rates	Haul	Delivery	Rental	Disposal/ Ton **	Deposit
20 yard	\$ 282.13	\$ 112.85	\$ 7.45	\$ 31.59	\$ 620.68
30 yard	\$ 282.13	\$ 112.85	\$ 7.45	\$ 31.59	\$ 620.68
40 yard	\$ 282.13	\$ 112.85	\$ 7.45	\$ 31.59	\$ 620.68
28 yrd Compactors	\$ 299.06	\$ 112.85	\$ 19.74	\$ 31.59	\$ 620.68
30 yrd Compactors	\$ 299.06	\$ 112.85	\$ 19.74	\$ 31.59	\$ 620.68
35 yrd Compactors	\$ 299.06	\$ 112.85	\$ 19.74	\$ 31.59	\$ 620.68
40 yrd Compactors	\$ 299.06	\$ 112.85	\$ 19.74	\$ 31.59	\$ 620.68
42 yrd Compactors	\$ 299.06	\$ 112.85	\$ 19.74	\$ 31.59	\$ 620.68

** Disposal - 3 ton minimum



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.47.

11/14/2023




Purchase of Items for Courthouse Security

Approve the purchase of various handcuffs, per the attached quote, from Handcuff Warehouse, of Chesapeake, VA, upon evaluation and recommendation of the Brazoria County Court Security Committee for use by the Sheriff's Office Courthouse Security Staff, to replace damaged or unserviceable equipment. Price not to exceed \$1,981.62.

In addition, funds for this expenditure are available in the Fiscal Year 2024 Courthouse Security Fund budget. (38500)



YOUR CART (29 ITEMS)

ITEM	PRICE	QUANTITY	TOTAL
 <p>Peerless Handcuff Company Peerless Model 705C Oversized Leg Irons Free Engraving: BCSO Court Security Change</p>	\$123.62	<input type="text" value="5"/>	\$618.10 ×
 <p>Smith & Wesson Smith & Wesson SINGLE Handcuff Gang Chains (2-10 Positions) Number of Positions: 5 Free Handcuff Engraving: BCSO Court Security Change</p>	\$117.24	<input type="text" value="8"/>	\$937.92 ×
 <p>Smith & Wesson Smith & Wesson Model 300 Hinged Satin Nickel Handcuffs Free Handcuff Engraving: BCSO Court Security Change</p>	\$26.60	<input type="text" value="16"/>	\$425.60 ×

Subtotal: \$1,981.62

Shipping: [Add Info](#)

Coupon Code: [Add Coupon](#)

Gift Certificate: [Gift Certificate](#)

Grand total: \$1,981.62



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.48.

11/14/2023

Monthly Cash and Investment Report for Toll Road Funds for September 2023

County Treasurer's Monthly Cash and Investment Report for Toll Road Funds for September 2023. It is further requested that a certified copy of this order be returned to the County Treasurer. This report will be published on the Brazoria 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 2023** and reflects total cash and other assets in the custody of the County Treasurer at month end to be:

\$28,789,908.40.

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."

A handwritten signature in blue ink, appearing to read "A. Dees", is written over a horizontal line.

Angela Dees, CIO
Brazoria County Treasurer

Brazoria County Toll Road Authority Brazoria County as Agent Bank Account Activity and Interest Report For September 2023						
Account	Begin Bank Balance 9/01/2023	Deposits and Other Credits Received	Checks and Other Debits Disbursed	Ending Bank Balance 9/30/2023	MONTHLY Interest Earned	Interest Rate
FIRST NATIONAL BANK OF LAKE JACKSON						
Brazoria County Toll Road Authority	6,636,406.73	1,262,239.77	(316,523.48)	7,582,123.02	21,762.92	3.31
Brazoria County Toll Road Authority-Construction	1,142,276.55	3,506.22	0.00	1,145,782.77	3,506.22	3.31
Brazoria County Toll Road Authority-FM 518	52,911.65	162.41	0.00	53,074.06	162.41	3.31
Brazoria County Toll Road Authority-Debt	16,103.76	231,499.55	(232,229.17)	15,374.14	173.68	3.31

First National Bank of Lake Jackson Totals

7,847,698.69	235,168.18	(232,229.17)	8,796,353.99	25,605.23
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TOTAL EOM Account Balances and Interest Earnings

8,796,353.99	25,605.23
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I certify that to the best of my knowledge the above is the true and correct cash balance remaining in the Treasurer's custody at month end.



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 2023**.

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORT IS TRUE AND CORRECT."

Angela Dees, CIO
Brazoria County Treasurer

Reportfolio

First National Bank of Lake Jackson, Lake Jackson, T
Published: 8/28/2023 11:35:11 AM

Management Report
Pledged To: BRAZORIA COUNTY TOLL ROAD AUTHORITY

Section V-C
Date: 31-Aug-23
Page: 4

Safekeeping

Code	Cusip	Description	Prerefund	Pool	Moody	Original Face	Pledged	Pledged	Pledged	Pledged
Location	Trans#	Maturity		Coupon	StdPoor	Pledged Percent	Original Face Value	Par Value	Book Value	Market Value
FHLB	3136B0V45	FNR 2018-6 PA				\$2,200,000.00	\$2,200,000.00	\$307,865.78	\$305,639.29	\$269,737.25
	507962201901141	2/25/2048		3.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136BJCB9	FNR 2021-72 JD				\$3,000,000.00	\$3,000,000.00	\$2,616,803.67	\$2,623,549.56	\$2,124,220.47
	633234202110121	5/25/2051		1.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	38382WDS3	GNR 2021-117 PE				\$3,000,000.00	\$3,000,000.00	\$2,523,200.16	\$2,536,146.12	\$2,123,770.01
	621614202107301	7/20/2051		1.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136BHZ28	FNR 2021-45 JG				\$2,000,000.00	\$2,000,000.00	\$1,756,438.30	\$1,790,778.62	\$1,381,669.17
	623728202108170	7/25/2051		2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
13 CMOs - Fixed Rate							\$31,350,000.00	\$10,417,027.83	\$10,471,456.75	\$8,665,602.90
Total Pledged 14 To: BCTR BRAZORIA COUNTY TOLL ROAD AUTHORITY							\$33,350,000.00	\$12,417,027.83	\$12,470,280.00	\$10,625,290.50
		\$0.00	Munis with Maturity Under 2 Years			\$2,000,000.00	Other securities with Stated Maturity Under 2 Years			
		\$0.00	Munis with Maturity Over 2 Years			\$10,417,027.83	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
Brazoria County as Agent
Monthly Interest Earned for Fiscal Year 2023

	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Ann Earned
BANK	67.90	44.40	59.86	172.16	58.25	63.90	74.07	196.22	68.94	19,536.09	11,482.92	31,087.95	15,240.44	16,832.36	25,605.23	57,678.03	89,134.36
TEXPOOL	14,634.02	22,035.69	25,170.83	61,840.54	26,933.90	25,880.79	29,466.61	82,281.30	29,792.52	32,228.01	31,368.87	93,389.40	33,280.59	34,606.09	33,748.76	101,635.44	339,146.68
TEXAS CLASS	39,779.95	52,231.06	60,652.25	152,663.26	64,507.30	26,818.11	27,567.13	118,892.54	27,793.82	31,153.87	50,983.63	109,931.32	53,490.44	55,258.76	54,173.06	162,922.26	544,409.38
U.S. BANK	302.41	706.92	1,793.97	2,803.30	2,982.14	3,886.08	4,384.20	11,252.42	588.42	1,567.91	2,722.25	4,878.58	3,745.00	4,778.00	6,172.17	14,695.17	33,629.47
Total Per Mo.	54,784.28	75,018.07	87,676.91	217,479.26	94,481.59	56,648.88	61,492.01	212,622.48	58,243.70	84,486.88	96,557.67	239,287.25	105,756.47	111,475.21	119,699.22	336,930.90	1,006,319.89

I certify that to the best of my knowledge the above is true and correct.



Angela Dees, CIO
Brazoria County Treasurer

Brazoria County Toll Road Authority
Brazoria County as Agent
Portfolio Report
Sep 2023

Current Date: 9/30/2023

Fund	Description	Type	CUSIP	Coupon/ Rate	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
44000	U.S. Bank	Cash		5.250				277,697.02	100.000	277,697.02	277,697.02	100.000	277,697.02	1	5.050	6,172.17
997	TexPool	LGIP		5.551				7,749,376.15	100.000	7,749,376.15	7,749,376.15	100.00	7,749,376.15	1	5.551	33,748.76
998	Texas Class	LGIP		5.521				11,966,481.24	100.000	11,966,481.24	11,966,481.24	100.00	11,966,481.24	1	5.521	54,173.06
999	Depository	Cash		3.310				8,796,353.99	100.000	8,796,353.99	8,796,353.99	100.00	8,796,353.99	1	3.310	25,605.23
									28,789,908.40	28,789,908.40	28,789,908.40	28,789,908.40	28,789,908.40	1	4.849	119,699.22

NOTE: Added U.S. Bank, Trustee Investment Activity to this report beginning FY 2019

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

Brazoria County Toll Road Authority

Brazoria County as Agent

U.S. BANK NATIONAL ASSOCIATION, TRUSTEE

Investment Market Value Summary Report

for Debt Service Funds Held In Trust at U.S. Bank

9/01/2023 thru 9/30/2023

Fund	Description	9/01/2023 Market Value	Credits	Debits	Interest Earned In Previous Month, Posted This Month	Net Change in Invest Value	9/30/2023 Investments	**% of Total Yield at Market**	Expected Maturity	Mark to Mkt 9/30/2023
44000	Brazoria County Toll Road Authority Limited Contract Tax and Subordinate Lien Toll Road Revenue Bonds, Series 2017A and BAN Series 2017B Debt Service Fund (Refunded Bonds Series 2020)	1,432,670.68	232,229.17	1,393,375.00	6,172.17		277,697.02	5.2500	10/1/2023	277,697.02
	Ending Market Value	1,432,670.68	232,229.17	1,393,375.00	6,172.17	0.00	277,697.02			277,697.02

Yield at Market for any money market fund is based on the interest rate applicable to that money market fund as of the last business day of the month and may not be relied upon as (i) a yield estimate for the statement period as a whole, or (ii) a guarantee of future performance.

This report is presented in accordance with the Texas Government Code Title 10 Section 2256 Public Funds Investment Act and with Article VI, Sections 601-604 of the Limited Contract Tax and Subordinate Lien Toll Road Revenue Bond Trust Indenture dated June 01, 2017 between Brazoria County Toll Road Authority and U.S. Bank National Association, Trustee. These funds are held in trust at U.S. Bank and invested by U.S. Bank for future debt service payments.

I certify that to the best of my knowledge the above is true and correct as reported by U.S. Bank, N.A., Trustee.



Angela Dees, CIO
Brazoria County Treasurer

Brazoria County Toll Road Authority
Brazoria County as Agent

Texas Class

Investment Report

9/01/2023 thru 9/30/2023

<i>Fund</i>	<i>Description</i>	<i>9/01/2023 Investments</i>	<i>Credits</i>	<i>Debits</i>	<i>Interest Earned</i>	<i>9/30/2023 Investments</i>	<i>Avg. Mo. Yield</i>	<i>Expected Maturity</i>	<i>Mark to Mkt 9/30/2023</i>
54000	Toll Road Funds-Construction	556,579.82	0.00	0.00	2,531.15	559,110.97	5.5213	10/1/2023	559,110.97
	Toll Road Funds-O & M	11,355,728.36	0.00	0.00	51,641.91	11,407,370.27	5.5213	10/1/2023	11,407,370.27
TEXAS CLASS Totals		11,912,308.18	0.00	0.00	54,173.06	11,966,481.24			11,966,481.24

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

Brazoria County Toll Road Authority

Brazoria County as Agent

TexPool

Investment Report

9/01/2023 thru 9/30/2023

<i>Fund</i>	<i>Description</i>	<i>9/01/2023 Investments</i>	<i>Credits</i>	<i>Debits</i>	<i>Interest Earned</i>	<i>9/30/2023 Investments</i>	<i>Avg. Mo. Yield</i>	<i>Expected Maturity</i>	<i>Mark to Mkt 9/30/2023</i>
54000	Toll Road Funds-Construction	1,439,847.82	0.00	0.00	6,298.06	1,446,145.88	5.5512	10/1/2023	1,446,145.88
64100	Toll Road Funds-O & M	6,275,779.57	0.00	0.00	27,450.70	6,303,230.27	5.5512	10/1/2023	6,303,230.27

TEXPOOL Totals	7,715,627.39	0.00	0.00	33,748.76	7,749,376.15
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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



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.1.

11/28/2023

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 for a 2-year term beginning January 1, 2024.

Brazoria County is entitled to cast 689 Ballot Votes. Breakdown is as follows:

137 - County Judge - Susan Spoor
138 - Commissioner Precinct 1 - Susan Spoor
138 - Commissioner Precinct 2 - Patrick O'Day
138 - Commissioner Precinct 3 - Patrick O'Day
138 - Commissioner Precinct 4 - Patrick O'Day

Further, that the County Judge be authorized to sign the attached Resolution casting ballots for the Brazoria County Appraisal District Board of Directors on behalf of Brazoria County.

**BRAZORIA COUNTY APPRAISAL DISTRICT
BOARD OF DIRECTORS ELECTION 2023**

OFFICIAL BALLOT

<u>NOMINATIONS/CANDIDATES</u>	<u>VOTE(S) CAST</u>
1. <u>Douglas Chumley</u>	1. _____
2. <u>Karla Clark</u>	2. _____
3. <u>Gary Dickey</u>	3. _____
4. <u>Brenda Dillon</u>	4. _____
5. <u>David Galloway</u>	5. _____
6. <u>Eric Hayes</u>	6. _____
7. <u>Deric Hebert</u>	7. _____
8. <u>Alan Higginbotham</u>	8. _____
9. <u>Glen Jones</u>	9. _____
10. <u>Tommy King</u>	10. _____
11. <u>Heather Martin</u>	11. _____
12. <u>Patrick O'Day</u>	12. _____
13. <u>Gail Robinson</u>	13. _____
14. <u>George Sandars</u>	14. _____
15. <u>Susan Spoor</u>	15. _____

PLEASE ATTACH YOUR RESOLUTION TO THIS FORM

SUBMITTED BY: _____

VOTES ENTITLED TO: _____

VOTES CAST: _____

RESOLUTION

WHEREAS, the official ballot containing the names of the duly nominated candidates for the Board of Directors of the Brazoria County Appraisal District has been received from the Chief Appraiser of the Brazoria County Appraisal District; and

WHEREAS, the Brazoria County Commissioners Court wishes to cast its vote's thereon;

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of Brazoria County does hereby determine and cast its votes for the candidates for the Board of Directors of the Brazoria County Appraisal District as follows:

See Attached Ballot

BE IT FURTHER RESOLVED that the official ballot be marked in accordance with this resolution and returned to the Chief Appraiser of the Brazoria County Appraisal District with a copy of this resolution attached hereto prior to December 15, 2023.

APPROVED this 28th day of November, 2023.

ATTEST:

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

Brazoria County Clerk
Joyce Hudman



**BRAZORIA COUNTY APPRAISAL DISTRICT
BOARD OF DIRECTORS ELECTION 2023**

OFFICIAL BALLOT

<u>NOMINATIONS/CANDIDATES</u>		<u>VOTE(S) CAST</u>
1.	<u>Douglas Chumley</u>	1. _____
2.	<u>Karla Clark</u>	2. _____
3.	<u>Gary Dickey</u>	3. _____
4.	<u>Brenda Dillon</u>	4. _____
5.	<u>David Galloway</u>	5. _____
6.	<u>Eric Hayes</u>	6. _____
7.	<u>Deric Hebert</u>	7. _____
8.	<u>Alan Higginbotham</u>	8. _____
9.	<u>Glen Jones</u>	9. _____
10.	<u>Tommy King</u>	10. _____
11.	<u>Heather Martin</u>	11. _____
12.	<u>Patrick O'Day</u>	12. 414
13.	<u>Gail Robinson</u>	13. _____
14.	<u>George Sandars</u>	14. _____
15.	<u>Susan Spoor</u>	15. 275

PLEASE ATTACH YOUR RESOLUTION TO THIS FORM

SUBMITTED BY: Brazoria County Commissioners Court

VOTES ENTITLED TO: 689

VOTES CAST: 689

RESOLUTION

WHEREAS, the official ballot containing the names of the duly nominated candidates for the Board of Directors of the Brazoria County Appraisal District has been received from the Chief Appraiser of the Brazoria County Appraisal District; and

WHEREAS, the Brazoria County Commissioners Court wishes to cast its vote's thereon;

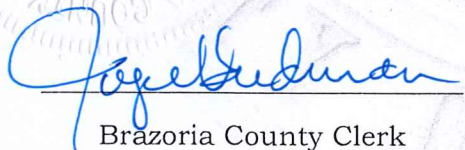
NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of Brazoria County does hereby determine and cast its votes for the candidates for the Board of Directors of the Brazoria County Appraisal District as follows:

See Attached Ballot

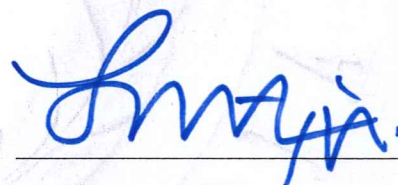
BE IT FURTHER RESOLVED that the official ballot be marked in accordance with this resolution and returned to the Chief Appraiser of the Brazoria County Appraisal District with a copy of this resolution attached hereto prior to December 15, 2023.

APPROVED this 28th day of November, 2023.

ATTEST:


Brazoria County Clerk

Joyce Hudman



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





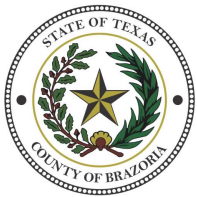
COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.2.

11/14/2023

Canvass Constitutional Amendment Election

Canvass the results of the Constitutional Amendment Election held on November 7, 2023.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.3.

11/14/2023

Authorize Representative for Insurance Applications

The Court authorizes a representative of the District Attorney's Office to complete and endorse applications and requests for indications for insurance coverage on behalf of the County. Such authorization does not include the authorization to bind the County and does not replace the requirement for this Court to approve any agreements for insurance coverage.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.4.

11/14/2023

Approval to Accept Office of the Governor/Homeland Security Grants Division of Law Enforcement Task Force Grant

The Court authorizes the District Attorney's Office to accept on behalf of the County, Homeland Security Grant Division grant funds for the FY 2024 Texas Anti-Gang Program. These funds require no cash match. The proceeds from this grant will be used to fund investigation and detection of criminal activity.

Further, the District Attorney is authorized to sign any and all documents effectuating this agreement after review by the Civil Division.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.5.

11/14/2023

Amended Courthouse Attorney Access Card Policy

The Court adopts the amended Brazoria County Courthouse Attorney Access Card Policy, attached hereto as Exhibit "1," in accordance with Texas Local Government Code section 291.010.

The County Judge is authorized to execute any documents necessary to carry out this Order.

EXHIBIT

1



Brazoria County Courthouse Attorney Access Card Policy



A. SUMMARY

The Brazoria County Courthouse Attorney Access Card Policy is adopted by the Brazoria County Commissioners Court pursuant to Texas Local Government Code section 291.010. The purpose of this policy is to establish procedures for licensed attorneys who are in good standing and practice law in the Brazoria County Courthouse (the “Courthouse”) to obtain access cards (the “Attorney Access Card”) permitting cardholders to bypass security screening at public Courthouse entrances, while ensuring public safety and security for the citizens and employees of Brazoria County.

The Attorney Access Card is a privilege extended to licensed attorneys who are in good standing with the State Bar of Texas, meet the eligibility requirements of this policy, and use the Attorney Access Cards in accordance with the terms of this policy.

B. CONTENT

- C.1 – Agreement with Brazoria County Bar Association
- C.2 – Application and Fees
- C.3 – Background Check
- C.4 – Access Locations and Times
- C.5 – Program Rules
- C.6 – Suspension or Revocation of Privileges
- C.7 – Administrative Requirements

C. POLICY

- 1. Agreement with Brazoria County Bar Association
 - a. Prior to implementation of this policy, Brazoria County (the “County”) and the Brazoria County Bar Association (the “Bar Association”) shall enter into an agreement under which the Bar Association shall agree to distribute and make available Attorney Access Card applications to eligible members, educate Bar Association members on policies and procedures related to applying for and participating in the Attorney Access Card program, act as a communication liaison between the County and Bar Association members regarding the Attorney Access Card program, and provide the County information to assist in determining applicant eligibility.



Brazoria County Courthouse Attorney Access Card Policy



2. Application and Fees

- a. Attorneys who are licensed to practice law in the State of Texas, and in good standing with the State Bar of Texas may apply to the division of the Brazoria County Sheriff's Office (the "Sheriff's Office") assigned to provide security services to the Courthouse ("Courthouse Security") requesting admission to the Attorney Access Card program.
- b. Courthouse Security shall develop an application, accept and process all submitted applications, determine program eligibility, and otherwise administer the Attorney Access Card program under this policy.
- c. A copy of this policy shall be provided to any person submitting an application for an Attorney Access Card. The applicant shall acknowledge receipt of the policy in writing.
- d. Attorneys who are members of the Bar Association shall pay an annual, non-refundable fee of \$50, which shall be included with each submitted application. Attorneys who are not members of the Bar Association shall pay an annual, non-refundable fee of \$200, which shall be included with each submitted application.
- e. An Attorney Access Card shall apply only to the calendar year in which the card was issued, regardless of when during the calendar year the card was issued. Each Attorney Access Card shall automatically expire at the end of the calendar year for which it was issued, unless terminated earlier under this policy. A cardholder wishing to renew an Attorney Access Card may submit an application on or after December 15th and pay the applicable annual, non-refundable fee. Expired Attorney Access Cards must be returned to Courthouse Security before a new card will be issued.
- f. A non-refundable fee of \$15 will be required to replace a lost Attorney Access Card.
- g. All payments under this policy shall be delivered to the Brazoria County Treasurer's Office. Applicants shall provide Courthouse Security a receipt from the Treasurer's Office evidencing payment. All payments shall be made to "Brazoria County."
- h. Fees received through this program shall be used to support this and other security related programs at the Courthouse.



Brazoria County Courthouse Attorney Access Card Policy



3. Background Check

- a. Any person wishing to apply for an Attorney Access Card must consent to a background check. Upon receipt of a completed application and fees, Courthouse Security shall conduct a background check of the applicant.
- b. Upon a determination that the applicant meets all requirements of this policy, Courthouse Security will issue one Attorney Access Card to the applicant.
- c. In the event any information in an application or associated documents changes after submission of the application or the issuance of an Attorney Access Card, the cardholder must immediately report the change to Courthouse Security. Failure to immediately report changes may result in the revocation of Attorney Access Card privileges.

4. Access Locations and Times

- a. Cardholders may use Attorney Access Cards to bypass the security screening provided by Courthouse Security after entering a public entrance of the Courthouse only.
- b. Cardholders may use Attorney Access Cards to bypass security screening only during normal business hours, Monday through Friday, 7:30 a.m. to 5:00 p.m., excluding County holidays, emergency closures of the Courthouse, and other times in which Courthouse Security deems it necessary for those entering the Courthouse to submit to security screening.

5. Program Rules

- a. Attorney Access Cards will serve as identification and will normally allow the cardholder identified on the card to bypass security screening at the Courthouse. However, cardholders must at all times adhere to the directions of Courthouse Security and submit to security screening, if requested by Courthouse Security.
- b. Attorney Access Cards must be clearly visible when entering the Courthouse. Cardholders who cannot produce an Attorney Access Card at the point of entry will be required to enter the Courthouse following normal public security procedures. Courthouse Security personnel may request additional information at



Brazoria County Courthouse Attorney Access Card Policy



the time of entry to verify the identity of a cardholder. Cardholders must be acknowledged by Courthouse Security before bypassing security screening.

- c. Access under this policy extends to the cardholder's case materials when those materials are in the cardholder's direct control.
 - d. Cardholders are prohibited from allowing any other person, including, but not limited to, the cardholder's employees or clients, to use the Attorney Access Card. Permitting a non-cardholder to use an Attorney Access Card shall be grounds for immediate revocation of all privileges under this policy.
 - e. Cardholders shall comply with all laws and policies related to prohibited weapons or items in the Courthouse.
 - f. Cardholders are required to submit to a search for weapons or prohibited items upon request by Courthouse Security personnel.
 - g. Cardholders shall not engage in insolent, disruptive, or rude behavior when interacting with Courthouse Security or in exercising any privilege under this policy.
 - h. Cardholders must immediately report lost or stolen Attorney Access Cards to Courthouse Security, preferably in person. The cardholder will be required to provide detailed information about the loss of the card.
 - i. Cardholders arrested or charged with any offense, other than a Class C misdemeanor traffic offense, must notify Courthouse Security immediately in writing via electronic mail at ch.security@brazoria-county.com.
 - j. Applicants convicted of a felony offense shall not be eligible to participate in the Attorney Access Card program.
 - k. If an applicant has been convicted of a misdemeanor offense under Texas Penal Code chapter 22, the circumstances of the offense shall be reviewed and a determination shall be made as to whether the applicant will be eligible to participate in the Attorney Access Card Program.
6. Suspension or Revocation of Privileges
- a. A violation of any of this policy's Program Rules may result in suspension or revocation of an Attorney Access Card and disqualification from the program.



Brazoria County Courthouse Attorney Access Card Policy



- b. A violation of any Brazoria County security policy, including, but not limited to, a violation of any Brazoria County Courthouse weapons policy, may result in suspension or revocation of an Attorney Access Card and disqualification from the program.
 - c. In the event a cardholder is arrested for or charged with a criminal offense, other than a Class C misdemeanor traffic offense, the cardholder's Attorney Access Card may be suspended pending an investigation. Depending on the results of the investigation, cardholder privileges may be revoked, suspended, or reinstated.
 - d. Upon a cardholder's conviction for a felony offense, the cardholder's privileges shall be automatically revoked.
 - e. Upon a cardholder's conviction for a misdemeanor offense under Texas Penal Code chapter 22, the circumstances of the offense shall be reviewed and a determination shall be made as to whether the cardholder's privileges should be revoked.
 - f. Any judge of any court at the Courthouse may notify the County of any concern regarding a cardholder's privileges under this policy. The County may exercise any appropriate action in response to such a notification, including suspension or revocation of Attorney Access Card privileges. The County Judge shall have final authority to determine what action shall be taken in response to such a notification.
 - g. Upon suspension or revocation of an Attorney Access Card for any reason, or an attorney's disqualification from the program, the cardholder shall immediately surrender his or her Attorney Access Card to Courthouse Security.
 - h. If a heightened level of security is implemented, Courthouse Security shall have the right to temporarily suspend Attorney Access Card privileges without notice.
7. Administrative Requirements
- a. The Brazoria County Commissioners Court may amend, modify, suspend, or eliminate this policy at any time pursuant to Texas Local Government Code section 291.010.
 - b. The Brazoria County Sheriff's Office shall be responsible for implementing this policy and shall have charge and control of the Courthouse, subject to the



Brazoria County Courthouse Attorney Access Card Policy



regulations of Commissioners Court, pursuant to Texas Local Government Code section 291.003.

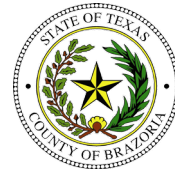
- c. Attorney Access Cards are the property of Brazoria County. Any determination made under this policy concerning an applicant's eligibility or the suspension, revocation, reinstatement, or any change in status of a cardholder's privileges are made at the sole, exclusive discretion of the County or the Sheriff's Office, as applicable, and shall not be subject to any judicial or administrative review.
- d. Brazoria County will comply with all open records laws related to this policy, which may include attorney application documents.

EXHIBIT

1



Brazoria County Courthouse Attorney Access Card Policy



A. SUMMARY

The Brazoria County Courthouse Attorney Access Card Policy is adopted by the Brazoria County Commissioners Court pursuant to Texas Local Government Code section 291.010. The purpose of this policy is to establish procedures for licensed attorneys who practice law in the Brazoria County Courthouse (the “Courthouse”) to obtain access cards (the “Attorney Access Card”) permitting cardholders to bypass security screening at public Courthouse entrances, while ensuring public safety and security for the citizens and employees of Brazoria County.

The Attorney Access Card is a privilege extended to licensed attorneys who are in good standing with the State Bar of Texas, meet the eligibility requirements of this policy, and use the Attorney Access Cards in accordance with the terms of this policy.

B. CONTENT

- C.1 – Agreement with Brazoria County Bar Association
- C.2 – Application and Fees
- C.3 – Background Check
- C.4 – Access Locations and Times
- C.5 – Program Rules
- C.6 – Suspension or Revocation of Privileges
- C.7 – Administrative Requirements

C. POLICY

- 1. Agreement with Brazoria County Bar Association
 - a. Prior to implementation of this policy, Brazoria County (the “County”) and the Brazoria County Bar Association shall enter into an agreement under which the Brazoria County Bar Association shall agree to distribute and make available Attorney Access Card applications to eligible members, educate Brazoria County Bar Association members on policies and procedures related to applying for and participating in the Attorney Access Card program, act as a communication liaison between the County and Brazoria County Bar Association members regarding the Attorney Access Card program, and provide the County information to assist in determining applicant eligibility.



Brazoria County Courthouse Attorney Access Card Policy

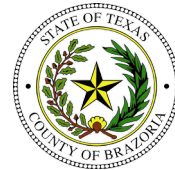


2. Application and Fees

- a. Attorneys who are (1) licensed to practice law in the State of Texas, (2) in good standing with the State Bar of Texas, and (3) members of the Brazoria County Bar Association or another bar association based in Brazoria County and operated for the purpose of serving the legal profession in Brazoria County may apply to the division of the Brazoria County Sheriff's Office (the "Sheriff's Office") assigned to provide security services to the Courthouse ("Courthouse Security") requesting admission to the Attorney Access Card program.
- b. Courthouse Security shall develop an application, accept and process all submitted applications, determine program eligibility, and otherwise administer the Attorney Access Card program under this policy.
- c. A copy of this policy shall be provided to any person submitting an application for an Attorney Access Card. The applicant shall acknowledge receipt of the policy in writing.
- d. A non-refundable fee of \$50 shall be included with each submitted application.
- e. An Attorney Access Card shall apply only to the calendar year in which the card was issued, regardless of when during the calendar year the card was issued. Each Attorney Access Card shall automatically expire at the end of the calendar year for which it was issued, unless terminated earlier under this policy. A cardholder wishing to renew an Attorney Access Card may submit an application on or after December 15th and pay the applicable annual, non-refundable fee. Expired Attorney Access Cards must be returned to Courthouse Security before a new card will be issued.
- f. A non-refundable fee of \$15 will be required to replace a lost Attorney Access Card.
- g. All payments under this policy shall be delivered to the Brazoria County Treasurer's Office. Applicants shall provide Courthouse Security a receipt from the Treasurer's Office evidencing payment. All payments shall be made to "Brazoria County."
- h. Fees received through this program shall be used to support this and other security related programs at the Courthouse.



Brazoria County Courthouse Attorney Access Card Policy



3. Background Check

- a. Any person wishing to apply for an Attorney Access Card must consent to a background check. Upon receipt of a completed application and fees, Courthouse Security shall conduct a background check of the applicant.
- b. Upon a determination that the applicant meets all requirements of this policy, Courthouse Security will issue one Attorney Access Card to the applicant.
- c. In the event any information in an application or associated documents changes after submission of the application or the issuance of an Attorney Access Card, the cardholder must immediately report the change to Courthouse Security. Failure to immediately report changes may result in the revocation of Attorney Access Card privileges.

4. Access Locations and Times

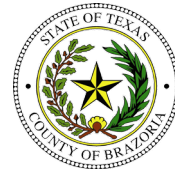
- a. Cardholders may use Attorney Access Cards to bypass the security screening provided by Courthouse Security after entering a public entrance of the Courthouse only.
- b. Cardholders may use Attorney Access Cards to bypass security screening only during normal business hours, Monday through Friday, 7:30 a.m. to 5:00 p.m., excluding County holidays, emergency closures of the Courthouse, and other times in which Courthouse Security deems it necessary for those entering the Courthouse to submit to security screening.

5. Program Rules

- a. Attorney Access Cards will serve as identification and will normally allow the cardholder identified on the card to bypass security screening at the Courthouse. However, cardholders must at all times adhere to the directions of Courthouse Security and submit to security screening, if requested by Courthouse Security.
- b. Attorney Access Cards must be clearly visible when entering the Courthouse. Cardholders who cannot produce an Attorney Access Card at the point of entry will be required to enter the Courthouse following normal public security procedures. Courthouse Security personnel may request additional information at the time of entry to verify the identity of a cardholder. Cardholders must be acknowledged by Courthouse Security before bypassing security screening.



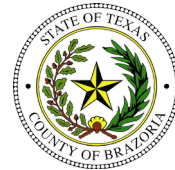
Brazoria County Courthouse Attorney Access Card Policy



- c. Access under this policy extends to the cardholder's case materials when those materials are in the cardholder's direct control.
 - d. Cardholders are prohibited from allowing any other person, including, but not limited to, the cardholder's employees or clients, to use the Attorney Access Card. Permitting a non-cardholder to use an Attorney Access Card shall be grounds for immediate revocation of all privileges under this policy.
 - e. Cardholders shall comply with all laws and policies related to prohibited weapons or items in the Courthouse.
 - f. Cardholders are required to submit to a search for weapons or prohibited items upon request by Courthouse Security personnel.
 - g. Cardholders shall not engage in insolent, disruptive, or rude behavior when interacting with Courthouse Security or in exercising any privilege under this policy.
 - h. Cardholders must immediately report lost or stolen Attorney Access Cards to Courthouse Security, preferably in person. The cardholder will be required to provide detailed information about the loss of the card.
 - i. Cardholders arrested or charged with any offense, other than a Class C misdemeanor traffic offense, must notify Courthouse Security immediately in writing via electronic mail at ch.security@brazoria-county.com.
 - j. Applicants convicted of a felony offense shall not be eligible to participate in the Attorney Access Card program.
 - k. If an applicant has been convicted of a misdemeanor offense under Texas Penal Code chapter 22, the circumstances of the offense shall be reviewed and a determination shall be made as to whether the applicant will be eligible to participate in the Attorney Access Card Program.
6. Suspension or Revocation of Privileges
- a. A violation of any of this policy's Program Rules may result in suspension or revocation of an Attorney Access Card and disqualification from the program.
 - b. A violation of any Brazoria County security policy, including, but not limited to, a violation of any Brazoria County Courthouse weapons policy, may result in



Brazoria County Courthouse Attorney Access Card Policy

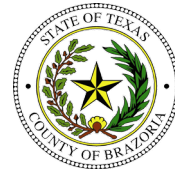


suspension or revocation of an Attorney Access Card and disqualification from the program.

- c. In the event a cardholder is arrested for or charged with a criminal offense, other than a Class C misdemeanor traffic offense, the cardholder's Attorney Access Card may be suspended pending an investigation. Depending on the results of the investigation, cardholder privileges may be revoked, suspended, or reinstated.
 - d. Upon a cardholder's conviction for a felony offense, the cardholder's privileges shall be automatically revoked.
 - e. Upon a cardholder's conviction for a misdemeanor offense under Texas Penal Code chapter 22, the circumstances of the offense shall be reviewed and a determination shall be made as to whether the cardholder's privileges should be revoked.
 - f. Any judge of any court at the Courthouse may notify the County of any concern regarding a cardholder's privileges under this policy. The County may exercise any appropriate action in response to such a notification, including suspension or revocation of Attorney Access Card privileges. The County Judge shall have final authority to determine what action shall be taken in response to such a notification.
 - g. Upon suspension or revocation of an Attorney Access Card for any reason, or an attorney's disqualification from the program, the cardholder shall immediately surrender his or her Attorney Access Card to Courthouse Security.
 - h. If a heightened level of security is implemented, Courthouse Security shall have the right to temporarily suspend Attorney Access Card privileges without notice.
7. Administrative Requirements
- a. The Brazoria County Commissioners Court may amend, modify, suspend, or eliminate this policy at any time pursuant to Texas Local Government Code section 291.010.
 - b. The Brazoria County Sheriff's Office shall be responsible for implementing this policy and shall have charge and control of the Courthouse, subject to the regulations of Commissioners Court, pursuant to Texas Local Government Code section 291.003.



Brazoria County Courthouse Attorney Access Card Policy



- c. Attorney Access Cards are the property of Brazoria County. Any determination made under this policy concerning an applicant's eligibility or the suspension, revocation, reinstatement, or any change in status of a cardholder's privileges are made at the sole, exclusive discretion of the County or the Sheriff's Office, as applicable, and shall not be subject to any judicial or administrative review.
- d. Brazoria County will comply with all open records laws related to this policy, which may include attorney application documents.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.6.

11/14/2023

Treasurer's Monthly Report and Investment Report for September 2023

Approve the Treasurer's Monthly Report and Investment Report for September 2023. This order and affidavit must be filed with the County Clerk. It is further requested a certified copy of this 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 2023**. 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 2023**: 2256.023

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORTS ARE TRUE AND CORRECT."

A handwritten signature in blue ink, appearing to read "Angela Dees", is written over a horizontal line.

Angela Dees, CIO
Brazoria County Treasurer

MINUTES OF COUNTY FINANCES
TREASURER'S MONTHLY REPORT AFFIDAVIT
COMMISSIONERS' COURT **NOVEMBER 14, 2023**

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 2023**.

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 **\$249,757,603.86.**

The Treasurer's report and this affidavit will be published on the Brazoria County website.

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

Donald W. "Dude" Payne
Commissioner Precinct 1

Ryan Cade
Commissioner Precinct 2

Stacy L. Adams
Commissioner Precinct 3

David R. Linder
Commissioner Precinct 4

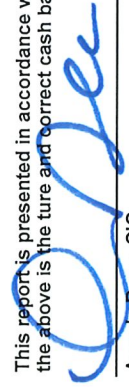
SUBSCRIBED AND SWORN TO BEFORE ME THIS **14th day of November, 2023.**

Notary Public in and for Brazoria County, Texas
My Commission Expires: _____

BRAZORIA COUNTY Bank Account Activity and Interest Report for September 2023

Account	Ending Bank Balance 8/31/2023	Deposits and Other Credits Received	Checks and Other Debits Disbursed	Ending Bank Balance 9/30/2023	MONTHLY Interest Earned	Interest Rate 09/01/23
FIRST NATIONAL BANK OF LAKE JACKSON						
Payroll	2,289,820.74	10,630,680.76	(11,357,385.01)	1,563,116.49	6,370.42	3.31
Operating	14,017,408.83	17,630,829.54	(22,830,499.77)	8,817,738.60	38,090.02	3.31
Jury Fund	292,390.00	130.00	(210.00)	292,310.00	896.25	3.31
County Clerk Trust Fund	2,944,784.72	1,014,704.65	(931,193.33)	3,028,296.04	4,592.59	3.31
District Clerk Trust Fund	5,048,375.70	207,076.90	(107,664.10)	5,147,788.50	13,951.76	3.31
Sheriff Barber Shop Education Training Program *	80,471.58	467.15	(157.86)	80,780.87	219.03	3.31
Comptroller Direct Deposit	2,552,995.58	2,902,423.06	(5,152,121.04)	303,297.60	4,592.59	3.31
Sheriff's Dept Narcotic Unit-Operations	6,446.02	4,000.00	(6,670.00)	3,776.02	10.98	3.31
Comm. Super & Corrections Dept. Restitution Acct	127,006.56	23,969.86	(38,612.10)	112,364.32	309.02	3.31
District Atty Check Collection Account	19,846.94	1,562.51	(1,358.76)	20,050.69	54.94	3.31
Employee Benefit Trust Fund *	1,838,916.46	1,792,485.75	(1,950,227.16)	1,681,175.05	4,147.45	3.31
Investment Acct	0.00	2,061,000.00	(2,057,500.00)	3,500.00	1,199.16	3.31
Credit Card Account	310,144.82	522,277.64	(412,875.57)	419,546.89	1,199.16	3.31
E-Filing / E-Recording	228,529.95	332,202.00	(233,075.50)	327,656.45	888.30	3.31
Parks Credit Card	6,346.37	41,744.19	(21,786.67)	26,303.89	56.55	3.31
Juvenile Restitution Account	2,391.58	867.73	(737.75)	2,521.56	7.09	3.31
TouchPay Credit Card	16,489.57	65,327.68	(39,448.93)	42,368.32	102.12	3.31
Brazoria County Receivables	0.00	0.00	0.00	0.00	0.00	3.31
Tax Assessor/Collector Veh Inventory Prop Tax	1,765,826.55	256,383.17	(143.95)	2,022,065.77	5,825.15	3.31
Tax Assessor/Collector Boat Sales Tax *	79,322.64	109,954.16	(125,004.99)	64,271.81	159.95	3.31
Tax Assessor/Collector Motor Vehicle Acct	3,592,358.49	7,820,906.31	(8,013,680.14)	3,399,584.66	9,139.91	3.31
Tax Assessor/Collector Boat Collections	47,016.86	118,075.72	(131,248.81)	33,843.77	93.16	3.31
Tax Assessor/Collector Sales Tax Account *	457,591.17	5,770,384.56	(5,885,029.04)	342,946.69	2,070.42	3.31
Tax Assessor/Collector Tax Account	2,178,732.06	1,902,358.41	(2,436,426.18)	1,644,664.29	5,903.24	3.31
<i>First National Bank of Lake Jackson Totals</i>	<u>37,903,213.46</u>			<u>29,379,968.27</u>	<u>99,879.26</u>	
TOTAL Interest Earning Accounts EOM Balance				29,379,968.27	99,879.26	
Non-Int bearing Accts: Sheriff, County and District Clerks Cash Bonds; TCDBG-IKE; Inmate Trusts; TCEQ; Bail Bond Sec; HMGP				<u>3,886,347.37</u>		
				<u>33,266,315.64</u>		

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 2023.**

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED
REPORT IS TRUE AND CORRECT."

Angela Dees, CIO
Brazoria County Treasurer

Reportfolio

First National Bank of Lake Jackson, Lake Jackson, T
Published: 8/28/2023 11:35:11 AM

Management Report
Pledged To: BRAZORIA COUNTY

Section V-C
Date: 31-Aug-23
Page: 18

Safekeeping

Code	Cusip	Description	Prerefund	Pool	Moody	Original Face	Pledged	Pledged	Pledged	Pledged
Location	Trans#	Maturity		Coupon	StdPoor	Pledged Percent	Original Face Value	Par Value	Book Value	Market Value
FHLB	3136BBL4	FNR 2020-56 PE								
	565826202007300	8/25/2050		2.000		100.00%	\$3,000,000.00	\$1,127,229.45	\$1,157,067.44	\$867,195.76
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136BCEP1	FNR 2020-73 KQ								
	573944202009280	10/25/2050		1.750		100.00%	\$2,500,000.00	\$1,719,549.13	\$1,780,013.80	\$1,312,985.12
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136BDJR0	FNR 2020-96 KE								
	587715202012300	1/25/2051		1.500		100.00%	\$3,604,000.00	\$2,833,639.92	\$2,879,368.12	\$2,075,406.33
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137H1QS8	FHR 5136 JL								
	621476202107291	2/25/2051		1.250		100.00%	\$2,000,000.00	\$1,726,037.28	\$1,734,623.60	\$1,360,335.89
FEDERAL HOME LOAN BANK		AFS								
FHLB	38383DVS4	GNR 2021-193 PC								
	643477202111291	6/20/2051		1.500		100.00%	\$2,500,000.00	\$2,060,959.85	\$2,071,338.43	\$1,677,091.03
FEDERAL HOME LOAN BANK		AFS								
FHLB	12566PAB1	CIM 2021-INV1 A2			Aaa					
	633367202110131	7/1/2051		2.500	NA	100.00%	\$2,500,000.00	\$2,085,654.40	\$2,134,248.94	\$1,628,520.67
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136BJT47	FNR 2021-75 PB								
	637211202110281	11/25/2051		1.500		100.00%	\$2,000,000.00	\$1,755,268.08	\$1,753,896.78	\$1,421,364.84
FEDERAL HOME LOAN BANK		AFS								
42 CMOs - Fixed Rate							\$107,904,000.00	\$35,625,643.00	\$35,851,940.45	\$29,066,392.23
Total Pledged 137 To: BRC BRAZORIA COUNTY							\$344,299,624.00	\$80,573,735.48	\$81,023,618.64	\$51,329,987.00
\$0.00 Munis with Maturity Under 2 Years					\$6,121,102.95	Other securities with Stated Maturity Under 2 Years				
\$0.00 Munis with Maturity Over 2 Years					\$54,452,632.53	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 Sept 2023

Activity	Count	Amount
Cash Receipts issued	55	374,797.11
Treasurer Brinks Cash/Checks Deposits Processed	27	\$ 216,874.61
Treasurer Remote Deposits Processed	20	\$ 158,155.00
HealthCare Invoices processed	11	\$ 1,829,806.99
Retiree Premium Processed	402	\$ 55,520.88
Under 65 Retiree Prepaid 401H Reimbursements process	149	\$ 43,955.00
Over 65 Retiree Prepaid 401H reimbursements processe	261	\$ 49,125.00
Wire Transfers executed	66	\$ 12,119,910.85
Toll Road Wires Executed	7	\$ 490,308.13
EFT files processed	16	\$ 7,862,739.06
Account Payables checks printed and distributed (1021	1218	\$ 12,676,571.14
Jury Payments Processed	281	\$ 6,170.00
BCCSCD checks printed and distributed	135	\$ 27,759.39
HUD checks printed and distributed	91	\$ 227,735.49
Payroll checks printed and distributed (102821)	38	\$ 73,410.57
Payroll advices printed and distributed (est):	700	-
Stop payments issued	9	\$ 13,140.36
Positive Pay files processed:	12	-
General ledger Journal Entries posted - BRAZO	100	-
Toll Road General Ledger Journal Entries Posted	25	-
Reports to State	3	-
Bank Reconciliations	18	-
ACH/Wire/Check Reconcilitations	19	-
EFT Set ups, Declines and/or changes to EFT's		-

Submitted for compliance with Local Government Code Sec. 114.026 subsection (a)(3)

I certify to the best of my knowledge the above information is true and correct.

Angela Dees, CIO
Brazoria County Treasurer



Brazoria County General Ledger Fund Balance Activity
September 1, 2023 - March 30, 2023

998 Included

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)

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
10000 - General Fund	\$46,478,393.98	\$0.00	\$0.00	\$46,478,393.98	\$60,915,475.47	\$0.00	\$0.00	\$60,915,475.47
10100 - General Fund - Construction								
10110 - Grand Parkway								
10200 - Juv Prob Fees	\$35,901.66	\$0.00	\$0.00	\$35,901.66				
10300 - Unclaimed Juvenile Restitution	\$11,560.52	\$0.00	\$0.00	\$11,560.52				
10350 - Sheriff Special Response Team	\$18,163.30	\$0.00	\$0.00	\$18,163.30				
10400 - Env Health-Retail Food Permits	\$13,357.75	\$0.00	\$0.00	\$13,357.75				
10500 - District Clerk Contingency	\$484,826.12	\$0.00	\$0.00	\$484,826.12	\$281,168.42	\$0.00	\$0.00	\$281,168.42
10600 - Fire Training Field	\$13,223.73	\$0.00	\$0.00	\$13,223.73				
10700 - Parks Special Events	\$231,291.39	\$0.00	\$0.00	\$231,291.39				
10710 - Parks SFA Special Projects	\$9,226.19	\$0.00	\$0.00	\$9,226.19				
10850 - CPS-Donations	\$25,187.44	\$0.00	\$0.00	\$25,187.44				
20000 - Road and Bridge Non-Construct	\$4,019,839.20	\$0.00	\$0.00	\$4,019,839.20	\$23,363,920.77	\$0.00	\$0.00	\$23,363,920.77
20500 - Road and Bridge Construction	\$27,074.95	\$0.00	\$0.00	\$27,074.95				
30000 - USDA-WIC								
30100 - HHSC Women Infants & Children	-\$319,322.42	\$0.00	\$0.00	-\$319,322.42				
30200 - USDA-WIC Peer Counseling								
30300 - USDA-WIC Registered Diet								
30400 - USDA-WIC Lactation Reimb.								
30502 - HHS-PPCPS-CRI	-\$9,265.10	\$0.00	\$0.00	-\$9,265.10				
30600 - HHS-RLSS-LPHS	-\$4,789.48	\$0.00	\$0.00	-\$4,789.48				
30701 - HHS-CPS/HCID-PHEP								
30702 - HHS-CPS/UNIQUE								
30705 - HHS-PPCPS-HAZARDS	-\$14,525.49	\$0.00	\$0.00	-\$14,525.49				
30706 - 2017 Hur Public Hlth Crisis R								
30707 - COVID-19 Health Grant	-\$0.03	\$0.00	\$0.00	-\$0.03				
30708 - COVID19-2 Health Grant	\$0.06	\$0.00	\$0.00	\$0.06				
30709 - COVID-19 Vaccination Capacity								
30710 - HHS-INFECTIOUS_DIS_CONTRL_UNIT	-\$16,485.21	\$0.00	\$0.00	-\$16,485.21				
30711 - COVID Health Disparities	-\$12,011.04	\$0.00	\$0.00	-\$12,011.04				
30712 - COVID-PH Workforce Capacity	-\$8,301.11	\$0.00	\$0.00	-\$8,301.11				
30713 - PHIG-Public Hlth Infrastructur	-\$1,239.00	\$0.00	\$0.00	-\$1,239.00				
30800 - HHS-CPS-Title IV-E-FCM	-\$21,768.78	\$0.00	\$0.00	-\$21,768.78				
30850 - HHS-CPS-Title IV-E Legal Svcs	-\$456,499.75	\$0.00	\$0.00	-\$456,499.75				
31100 - DHS-Repetitive Flood Claims								
31300 - DHS-Buffer Zone Protection	\$4,774.21	\$0.00	\$0.00	\$4,774.21				
31500 - DHS-St Homeland Sec-UASI	-\$3,363.75	\$0.00	\$0.00	-\$3,363.75				
31501 - DHS-St-UASI-M&A	-\$617.36	\$0.00	\$0.00	-\$617.36				
31502 - DHS-St-UASI SWAT	-\$3,940.66	\$0.00	\$0.00	-\$3,940.66				
31503 - DHS-St-UASI Portable Radios								
31600 - DHS-St Homeland Security	\$500.00	\$0.00	\$0.00	\$500.00				
32000 - HUD-FY20-Section 8 CARES	\$4,257.07	\$0.00	\$0.00	\$4,257.07				
32006 - HUD-FY06-Section 8 Housing-ADM								
32008 - HUD-FY08-Section 8 Housing-ADM								
32009 - HUD-FY09-Section 8 Housing-ADM								
32010 - HUD-FY10-Section 8 Housing-ADM								
32011 - HUD-FY11-Section 8 Housing-ADM								
32012 - HUD-FY12-Section 8 Housing-ADM								
32013 - Section8-Adm	-\$0.00	\$0.00	\$0.00	-\$0.00				
32019 - HUD-2019-Section 8 Housing-ADM								
32020 - HUD-2020-Section 8 Housing-ADM								
32021 - HUD-2021-Section 8 Housing-ADM								
32022 - HUD-AllYrsSection8 Housing-ADM	\$1,142,296.40	\$0.00	\$0.00	\$1,142,296.40				
32051 - HUD-FY21-Section 8-EHV-ADM								
32052 - HUD-AllYrs-Section 8-EHV-ADM	\$121,135.82	\$0.00	\$0.00	\$121,135.82				
32119 - HUD-2019-Section 8 Housing-HAP	\$185.62	\$0.00	\$0.00	\$185.62				
32120 - HUD-2020-Section 8 Housing-HAP	-\$39.31	\$0.00	\$0.00	-\$39.31				
32121 - HUD-2021-Section 8 Housing-HAP	\$4,168.13	\$0.00	\$0.00	\$4,168.13				
32122 - HUD-2022-Section 8 Housing-HAP	-\$3,442.64	\$0.00	\$0.00	-\$3,442.64				
32123 - HUD-2023-Section 8 Housing-HAP	-\$68,574.56	\$0.00	\$0.00	-\$68,574.56				
32151 - HUD-FY21-Section 8-EHV-HAP	\$46,469.84	\$0.00	\$0.00	\$46,469.84				
32152 - HUD-FY22-Section 8-EHV-HAP	-\$94.72	\$0.00	\$0.00	-\$94.72				
32153 - HUD-FY23-Section 8-EHV-HAP	-\$25,943.28	\$0.00	\$0.00	-\$25,943.28				
32211 - HUD-CDBG-2011								
32212 - HUD-CDBG-PY2012								
32213 - CDBG	-\$447,072.09	\$0.00	\$0.00	-\$447,072.09				
32214 - HOME	\$17,333.22	\$0.00	\$0.00	\$17,333.22				
32215 - ESG	\$45.04	\$0.00	\$0.00	\$45.04				
32600 - HUD-Texas CDBG	-\$162,446.91	\$0.00	\$0.00	-\$162,446.91				
32610 - HUD-2016 Flood GLO	-\$78,003.59	\$0.00	\$0.00	-\$78,003.59				
32620 - HUD-Harvey GLO	-\$12,913.11	\$0.00	\$0.00	-\$12,913.11				
33200 - USDOJ-Crime Vict Assist-VOCA	-\$38,326.98	\$0.00	\$0.00	-\$38,326.98				

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
33250 - USDOJ-CSCD-Victim Svcs Prg								
33251 - USDOJ-CSCD-VSP	-\$1,877.78	\$0.00	\$0.00	-\$1,877.78				
33300 - USDOJ-Drug Court Program	-\$23,399.07	\$0.00	\$0.00	-\$23,399.07				
33301 - OOG - Mental Health Court	-\$20,207.78	\$0.00	\$0.00	-\$20,207.78				
33310 - USDOJ-DWI Court Program	-\$19,048.30	\$0.00	\$0.00	-\$19,048.30				
33320 - USDOJ-Veterans Court Program	-\$12,407.57	\$0.00	\$0.00	-\$12,407.57				
33330 - USDOJ-Domestic Violence Court	-\$19,216.73	\$0.00	\$0.00	-\$19,216.73				
33410 - USDOJ-CESF Grant								
33415 - OJP-Edward Byrne Mem JAG Grant	-\$8,000.00	\$0.00	\$0.00	-\$8,000.00				
33420 - USDOJ-COVID-19 Mitigation								
33500 - USDOJ-DEA-Narcotics OT Exp	-\$1,268.32	\$0.00	\$0.00	-\$1,268.32				
33510 - USDOJ-Organized Crime Drug Enf	-\$2,908.81	\$0.00	\$0.00	-\$2,908.81				
33520 - Jim Wells County S.O - S.O. OT	-\$3,052.14	\$0.00	\$0.00	-\$3,052.14				
33530 - JLEO - Join Law Enforcement Op	\$1,547.34	\$0.00	\$0.00	\$1,547.34				
33900 - USDOJ-SCAAP	\$153,552.13	\$0.00	\$0.00	\$153,552.13				
33901 - USDOJ-Bulletproof Vests								
34105 - TPW-HRCP-COL BOTTOMLAND PROJ	\$18,627.14	\$0.00	\$0.00	\$18,627.14				
34106 - TPW-Resoft Park Trail Dvlpmt	\$0.01	\$0.00	\$0.00	\$0.01				
34107 - TPW-Follets Island-Parking Lot	-\$1,595.00	\$0.00	\$0.00	-\$1,595.00				
34108 - TPW-FM 2918 Boat Ramp Reno	-\$51,144.87	\$0.00	\$0.00	-\$51,144.87				
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	\$40,339.70	\$0.00	\$0.00	\$40,339.70				
34615 - FEMA-Harvey 2017	\$780,602.51	\$0.00	\$0.00	\$780,602.51				
34616 - FEMA-Hazard Mitigation Grant P	-\$900,777.44	\$0.00	\$0.00	-\$900,777.44				
34619 - Fema - Flood Disaster 2019								
34620 - CARES-Coronavirus Relief Fund								
34621 - FEMA-Laura 2020	\$125.42	\$0.00	\$0.00	\$125.42				
34622 - FEMA-Beta 2020								
34623 - FEMA-DR4485TX COVID19 Pandemic	-\$16,261.75	\$0.00	\$0.00	-\$16,261.75				
34624 - FEMA Winter Storm-inc pd 2.11	-\$36,444.88	\$0.00	\$0.00	-\$36,444.88				
34625 - FEMA-Nicholas 2021	-\$8,943.90	\$0.00	\$0.00	-\$8,943.90				
34700 - IMLS-Library Mobile Proj Rnd 2								
34710 - FCC-E-Rate Library Program								
34715 - FCC-E-Rate Library Program	-\$197,701.77	\$0.00	\$0.00	-\$197,701.77				
34716 - FCC-Library ECF Funding	\$8,787.95	\$0.00	\$0.00	\$8,787.95				
34717 - FCC-Library ECF Funding	-\$101,640.00	\$0.00	\$0.00	-\$101,640.00				
34820 - USDC-SLP Dune Walkover								
34850 - USTREAS-Restore Act Projects	-\$26,240.23	\$0.00	\$0.00	-\$26,240.23				
34851 - Emergency Rental Assistance	-\$30,135.34	\$0.00	\$0.00	-\$30,135.34				
34852 - Emergency Rental Assistance 2	\$69,512.28	\$0.00	\$0.00	\$69,512.28				
34855 - American Rescue Plan-2021CLFRF	-\$5,070,654.67	\$0.00	\$0.00	-\$5,070,654.67	\$69,551,232.85	\$0.00	\$0.00	\$69,551,232.85
34856 - ARP-Emerg Food & Shelter Prg								
34857 - LATCF-Tribal Consistency Fund	\$90,992.07	\$0.00	\$0.00	\$90,992.07				
34860 - DOI-Parks - CIAP Grant								
34880 - TXDOT-SH288 Truck Weigh Statn								
34881 - TXDOT-CR58 PH II (CSJ304)	\$268,065.00	\$0.00	\$0.00	\$268,065.00				
34882 - TXDOT-CR59 (CSJ 305)	-\$7,266,568.68	\$0.00	\$0.00	-\$7,266,568.68				
34883 - TXDOT-CR101 Widening (CSJ303)	-\$845,024.19	\$0.00	\$0.00	-\$845,024.19				
34901 - USDOT-22CVANGLE-RescuePlan								
34902 - USDOT-21CRANGLE-Covid19Relief								
34912 - USDOT-1212ANGLE-Wildlife								
34913 - TXDOT 1312ANGLE-APRON								
34922 - TXDOT - 2212ANGLE	-\$5,500.00	\$0.00	\$0.00	-\$5,500.00				
34925 - TXDOT - CARES 20CRANGLE								
35000 - TJJD-State Aid	\$60,010.03	\$0.00	\$0.00	\$60,010.03				
35650 - TJPC-JJAE-Boot Camp-8/31	-\$179,470.06	\$0.00	\$0.00	-\$179,470.06				
35660 - TJPD-JJAE Discretionary	\$12.33	\$0.00	\$0.00	\$12.33				
35800 - TJPC-JJAE-Boot Camp-7/31								
35900 - TJJD-Mental Health Services								
35950 - TJJD-RDA-RegDiversionAlt-"R"	-\$34,407.60	\$0.00	\$0.00	-\$34,407.60				
36076 - TPW-Resoft-Shoreline Improveme	-\$784.81	\$0.00	\$0.00	-\$784.81				
36120 - SOS-Voting machines reimb								
36130 - Body Worn Cameras								
36150 - H-GAC-Tire Collection Grant								
36410 - Texas Veterans Treatment Crt								
36601 - GLO-HRCP-COL BOTTOMLANDS EDUC								
36602 - GLO-CEPRA-SLP	\$15,036.50	\$0.00	\$0.00	\$15,036.50				
36603 - GLO-Follett Dune Restoration	\$1,506,725.90	\$0.00	\$0.00	\$1,506,725.90				
36605 - GLO-Beach User Fees	-\$464,349.74	\$0.00	\$0.00	-\$464,349.74				
36801 - TXDOT-CR 48 PROJECT								
36802 - TXDOT-CTIF(Cty Trans Infr Fnd)	-\$307,378.73	\$0.00	\$0.00	-\$307,378.73				
37000 - OAG-VAG Grant	-\$14,101.50	\$0.00	\$0.00	-\$14,101.50				
37100 - OAG-TEXAS VINE CONTR								
37200 - DFPS-CPS-Title IV-B-Concr Svc								
37300 - TDHCA-Amy Young Barrier Remova								
37400 - TDH-Immunization	-\$26,215.29	\$0.00	\$0.00	-\$26,215.29				
37710 - OAG-Opioid Settlement	\$273,305.14	\$0.00	\$0.00	\$273,305.14				
37800 - OAG-Regional Juv Mental Hlth S	-\$1,200.00	\$0.00	\$0.00	-\$1,200.00				
37913 - TXDOT-M312ANGLE-FY13RAMP								
37914 - TXDOT-M212ANGLE-FY14RAMP								
37916 - TXDOT-M1612ANGL-FY16RAMP								
37917 - TXDOT-FY17RAMP								

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
37921 - TXDOT-FY21RAMP								
37922 - TXDOT-FY22RAMP								
37923 - TXDOT-FY23RAMP								
37950 - TXDOT-Airport Layout-19MPANGLE								
38000 - Fire Code Inspection & Permit								
38010 - Economic Development Tax Abate								
38020 - BC Industrial Development Corp								
38100 - Vital Statistics Fee								
38110 - CC Records Mgmt-Recording								
38120 - CC Records Archive								
38130 - CC Records Mgmt-Criminal								
38200 - CC Records Mgmt-Civ,Crim,Prob								
38210 - County Graffiti Eradication								
38220 - CC-DC Technology								
38230 - CC Records Preservation								
38240 - CC-DC Specialty Court								
38250 - CCSB41 Consolidated Rec Mgmt								
38251 - CCSB41 Clerk of Court Account								
38300 - Child Abuse Prevention Fund								
38310 - Family Protection Fund								
38320 - DC Records Management								
38330 - DC Records Archive								
38340 - DC Records Preservation								
38350 - DC Records Technology								
38360 - DCSB41 Consolidated Rec Mgmt								
38361 - DCSB41 Clerk of Court Account								
38400 - Justice Court Bldg Security								
38410 - Justice Court Technology Fund								
38420 - JPSB41 Support Fund								
38500 - Courthouse Security								
38501 - Courthouse Attny Access Card								
38510 - SB41 Court Facility Fee Fund								
38511 - SB41 County Jury Fund								
38512 - SB41 Language Access Fund								
38513 - SB41 Guardianship Fund								
38514 - SB41 Court Report Service Fund								
38515 - SB41 Appellate Judicial System								
38516 - SB41 Judicial Edu and Support								
38600 - LEOSE								
38710 - D A Hot Check Collection								
38720 - D A Supplemental								
38730 - D A Forfeiture, CCP Chapter 59								
38750 - Pretrial Diversion								
38810 - Voter Registration								
38820 - Special Inv,Dealer Escrow-Tax								
38830 - Scofflaw Fees, TTC Sect 502.01								
38910 - Election Services Contract								
38920 - Elections - HAVA Equip. Rental								
38930 - Elections-CARES HAVA								
39020 - Constable Pct 2 Forfeiture								
39040 - Constable Pct 4 Forfeiture								
39100 - Sheriff Contraband Forfeiture								
39110 - Braz Cnty Narcotics Task Force								
39120 - Sheriff Commissary Fund								
39130 - Sheriff-Federal Forfeiture								
39200 - Juvenile Case Manager Fund								
39210 - Bond & Occupational LSF								
39300 - Reliant Energy CARE Program								
39305 - Direct Energy N2N								
39310 - UnitedWay-Emergency Assistance								
39390 - SETH-SE TX Housing Fin. Corp.								
39410 - Library-Special Projects								
39420 - Tocker Foundation Grant								
39500 - SEP-Wastewater-EnvHlth-TCEQ								
39615 - TPW Foundation-Grt TX Birding								
39620 - Shoreline Rest. Task Force								
39630 - 2006 GoM Energy Security Act								
39700 - Lateral Road Fund								
39710 - Road & Bridge, Ch 152, Tx Code								
39720 - Special Projects								
39764 - Riverside Est Spcl Assmt								
39765 - Briar Meadows AmyLn Ross Rd SA								
39766 - Twin Lakes Assmt								
39768 - Old Coffee Plantation Sp Asses								
39769 - Lindell-Hudspeth Dr Spec Asses								
39770 - Lindell-Frio Dr Spec Asses								
39771 - Lindell-Donley Dr Spec Asses								
39772 - Pinetree Trail Rd Spec Asses								
39773 - Lakeside Drive Rd Spec Asses								
39774 - Forest Loop Special Assessment								
39775 - River Road (CR31a) Spec Asses								
39776 - Mustang Spur Spec Asses								
39777 - Jasper Special Assessment								
39800 - Law Library								
39900 - Mosquito Control District								

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
40000 - 2012 Gen Oblig Rfd (2003 CO)								
41000 - 2016 Limited Tax Rfd (2006 CO)	\$594,396.60	\$0.00	\$0.00	\$594,396.60	\$511,972.90	\$0.00	\$0.00	\$511,972.90
42000 - 2021 Gen Oblig Rfd (2012 CO)	\$43,394.45	\$0.00	\$0.00	\$43,394.45				
42100 - 2018 Cert of Oblig-I,S	\$423,355.80	\$0.00	\$0.00	\$423,355.80				
42200 - 2021 CO-Courthouse Campus I,S	\$2,971,938.86	\$0.00	\$0.00	\$2,971,938.86				
44000 - Toll Road-SH288-I&S	\$913,638.11	\$0.00	\$0.00	\$913,638.11				
45000 - Road Bonds-Mobility-I,S	\$2,205,316.94	\$0.00	\$0.00	\$2,205,316.94	\$920,294.56	\$0.00	\$0.00	\$920,294.56
51000 - 2006 Certificate of Obligation								
52000 - 2012 Cert of Oblig,C,M								
52100 - 2018 Cert of Oblig,C,M	\$2,319,619.16	\$0.00	\$0.00	\$2,319,619.16				
52200 - 2021 CO-Courthouse Campus C,M	-\$36,448,523.29	\$0.00	\$0.00	-\$36,448,523.29	\$57,862,266.46	\$0.00	\$0.00	\$57,862,266.46
52201 - 2022 EOC State Allocation	\$245,632.15	\$0.00	\$0.00	\$245,632.15				
54000 - Toll Road-SH288-C & M	\$892,472.63	\$0.00	\$0.00	\$892,472.63	\$1,996,427.64	\$0.00	\$0.00	\$1,996,427.64
55000 - Mobility Plan								
57200 - Ring of Honor	\$57,554.20	\$0.00	\$0.00	\$57,554.20				
60500 - Airport Operating	-\$2,262,701.43	\$0.00	\$0.00	-\$2,262,701.43				
61000 - BCTRA O&M SH288	\$8,337,294.69	\$0.00	\$0.00	\$8,337,294.69	\$17,631,507.93	\$0.00	\$0.00	\$17,631,507.93
64000 - BCTRA FM518 PEDC-SH288	\$302,715.57	\$0.00	\$0.00	\$302,715.57				
64100 - BCTRA Contributions-SH288								
64200 - BCTRA FM518 TXDOT-SH288								
64510 - BCTRA Preliminary-288 Extn	-\$1,171,333.96	\$0.00	\$0.00	-\$1,171,333.96				
71000 - Health Care Benefits	\$1,879,171.16	\$0.00	\$0.00	\$1,879,171.16	\$7,353,092.22	\$0.00	\$0.00	\$7,353,092.22
72000 - Employee Health Clinic	-\$44,485.48	\$0.00	\$0.00	-\$44,485.48				
73000 - Insurance Reserve	\$39,366.83	\$0.00	\$0.00	\$39,366.83	\$842,761.56	\$0.00	\$0.00	\$842,761.56
81000 - B Cnty Groundwatr Conserv Dist	\$2,124,284.50	\$0.00	\$0.00	\$2,124,284.50				
81100 - Braz Cnty Toll Road Authority								
81500 - CSCD DP6 - SUD Program	-\$189,484.17	\$0.00	\$0.00	-\$189,484.17				
81600 - CSCD-TAIP Treatment Alter.	\$38,726.00	\$0.00	\$0.00	\$38,726.00				
81700 - CSCD DP17 - MHealth Caseloads	\$5,326.94	\$0.00	\$0.00	\$5,326.94				
81800 - CSCD Basic Supervision Prog	\$970,031.89	\$0.00	\$0.00	\$970,031.89				
81850 - CSCD-Evidence Based Assessment								
81900 - CSCD CC4 - High Risk Program	\$249,084.24	\$0.00	\$0.00	\$249,084.24				
82000 - CSCD-Comm Corr-Life								
82100 - CSCD CCS- Sex Offender Program	\$17,262.13	\$0.00	\$0.00	\$17,262.13				
82200 - CSCD-Comm Corr-Substance Abuse								
82300 - CSCD DP4 - High Risk Program	\$18,359.69	\$0.00	\$0.00	\$18,359.69				
82400 - CSCD-New Caseload Reduction-DP								
82500 - CSCD DP30 - SUD Trt Pgm	-\$12,405.15	\$0.00	\$0.00	-\$12,405.15				
82600 - CSCD-Mental Health Treatment	\$6,881.93	\$0.00	\$0.00	\$6,881.93				
88000 - Trust & Agency								
88200 - Brazos Mall								
88300 - SH288 @ CR 56 Overpass								
89000 - Historical Commission	\$1,532.55	\$0.00	\$0.00	\$1,532.55	\$15,136.62	\$0.00	\$0.00	\$15,136.62
92000 - General Long-Term Debt-CONV								

**BRAZORIA COUNTY
PORTFOLIO REPORT
Sep 2023**

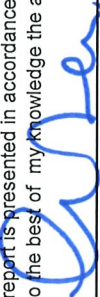
Current Date: 9/30/2023

Fund	Description	Type	CUSIP	Coupon	Settle Date	Maturity Date	Next Call Date	Par Value	Purch Price	Purch Cost	Book Value	Mkt Price	Mkt Value	Days to Mat	YTM	Interest Earned
10000	FFCB	Agency	3133EMDM1	0.270	10/20/20	10/20/23	10/20/23	2,000,000.00	100.000	2,000,000.00	2,000,000.00	0.9608	1,921,600.00	20	0.270	
10000	FFCB	Agency	3133EMQM7	0.200	02/16/21	02/16/24	02/16/24	2,000,000.00	100.000	2,000,000.00	2,000,000.00	0.9470	1,894,000.00	139	0.200	
10000	FHLB	Agency	3130ALKM5	0.350	03/15/21	03/15/24	03/15/24	2,000,000.00	100.000	2,000,000.00	2,000,000.00	0.9456	1,891,200.00	167	0.350	3,500.00
10000	FHLB	Agency	3130ALLM4	0.350	03/29/21	03/28/24	03/28/24	2,000,000.00	100.000	2,000,000.00	2,000,000.00	0.9443	1,888,600.00	180	0.350	3,500.00
10000	FHLB	Agency	3130ALRH9	0.400	04/12/21	04/12/24	04/12/24	2,000,000.00	100.000	2,000,000.00	2,000,000.00	0.9436	1,887,200.00	195	0.400	
10000	FHLB	Agency	3130AMND0	0.430	06/17/21	06/17/24	06/17/24	2,000,000.00	100.000	2,000,000.00	2,000,000.00	0.9373	1,874,600.00	261	0.430	
10000	FHLB	Agency	3130APAW5	0.550	10/08/21	10/08/24	10/08/24	2,000,000.00	100.000	2,000,000.00	2,000,000.00	0.9278	1,855,600.00	374	0.550	
10000	FHLB	Agency	3130APB20	0.600	10/22/21	10/22/24	10/22/24	2,000,000.00	100.000	2,000,000.00	2,000,000.00	0.9282	1,856,400.00	388	0.600	
10000	FHLB	Agency	3130APJ89	0.700	10/28/21	10/28/24	10/28/24	2,000,000.00	100.000	2,000,000.00	2,000,000.00	0.9294	1,858,800.00	394	0.700	
10000	FHLB	Agency	3130AQWM1	1.800	02/28/22	02/27/25	02/27/25	2,000,000.00	100.000	2,000,000.00	2,000,000.00	0.9428	1,885,600.00	516	1.800	
10000	FHLB	Agency	3130AUYX6	5.250	03/15/23	02/21/25	02/21/24	2,000,000.00	100.020	2,007,400.00	2,000,000.00	0.9983	1,996,600.00	510	5.236	
10000	FHLB	Agency	3130AV6B3	5.212	03/24/23	03/20/25	09/20/23	2,000,000.00	100.270	2,006,600.00	2,000,000.00	1.0000	2,000,000.00	537	5.212	
10000	FHLB	Agency	3130AVLB6	5.000	04/10/23	10/10/24	10/10/23	2,000,000.00	100.000	2,000,000.00	2,000,000.00	0.9959	1,991,800.00	376	5.000	54,000.00
10000	FNMA	Agency	3135GAJ69	5.375	07/10/23	07/10/26	01/10/24	28,000,000.00	100.000	2,000,000.00	2,000,000.00	0.9990	1,998,000.00	1014	5.375	

Matured or Called Investments:

997	TexPool	LGIP		5.551				128,045,733.39	100.000	128,045,733.39	128,045,733.39	100.00	128,045,733.39	1	5.551	587,484.44
998	Texas Class	LGIP		5.521				61,645,554.83	100.000	61,645,554.83	61,645,554.83	100.00	61,645,554.83	1	5.521	279,073.50
999	Depository	Cash		3.310				33,266,315.64	100.000	33,266,315.64	33,266,315.64	100.00	33,266,315.64	1	3.310	99,879.26
								250,957,603.86		250,971,603.86	250,957,603.86		249,757,603.86	41	4.838	1,027,437.20

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
Brazoria County Treasurer

Monthly Interest Earned for Fiscal Year 2023

	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Ann Earned
BANK	77,331.74	96,326.60	96,326.60	269,984.94	96,326.60	79,017.92	105,041.77	280,386.29	105,041.77	62,646.56	70,001.88	237,690.21	64,227.37	69,860.81	99,879.26	233,967.44	1,022,028.88
TEXPOOL	371,101.69	413,727.06	612,771.64	1,397,600.39	602,806.43	637,740.47	733,418.78	1,973,965.68	697,215.03	717,098.30	646,407.78	2,060,721.11	622,218.42	684,954.00	587,484.44	1,894,656.86	7,326,944.04
Texas Class	226,794.28	250,930.97	294,087.91	771,813.16	344,264.27	324,639.12	368,572.46	1,037,475.85	371,603.99	397,341.29	391,567.94	1,160,513.22	403,403.51	308,602.30	279,073.50	991,079.31	3,960,881.54
Agencies	25,200.00	0.00	4,300.00	29,500.00	0.00	2,000.00	25,000.00	27,000.00	25,200.00	0.00	4,300.00	29,500.00	0.00	72,500.00	61,000.00	133,500.00	219,500.00
Total Per Mo.	700,427.71	760,994.63	1,007,486.15	2,468,898.49	1,043,397.30	1,043,397.51	1,232,033.01	3,318,827.82	1,199,060.79	1,177,086.15	1,112,277.60	3,488,424.54	1,089,849.30	1,135,917.11	1,027,437.20	3,253,203.61	12,529,354.46

I certify that to the best of my knowledge the above is true and correct.



Angela Dees, CIO
Brazoria County Treasurer

	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Ann Avg
BANK	2.65%	3.17%	3.04%	2.95%	2.76%	2.66%	2.95%	2.79%	2.81%	2.55%	2.61%	2.66%	2.95%	3.15%	3.31%	3.14%	2.88%
TEXPOOL	2.92%	3.61%	3.80%	3.44%	4.24%	4.50%	4.59%	4.44%	4.80%	5.004%	5.05%	4.95%	5.12%	5.31%	5.55%	5.33%	4.54%
TEXAS CLASS	3.23%	3.85%	4.32%	3.80%	4.57%	4.75%	4.86%	4.73%	5.04%	5.195%	5.27%	5.17%	5.33%	5.48%	5.52%	5.44%	4.78%



Brazoria County
TexPool Investment Report
9/01/2023 thru 9/30/2023

<i>Fund</i>	<i>9/01/2023 Investments</i>	<i>Credits</i>	<i>Debits</i>	<i>Interest</i>	<i>9/30/2023</i>	<i>Avg. Mo. Yield</i>	<i>Expected Maturity</i>	<i>Mark to Mkt 9/30/2023</i>
General Fund	16,785,493.10	3,286,834.98	0.00	82,969.56	20,155,297.64	5.5512	10/1/2023	20,155,297.64
Tax Assessor Collector Funds	0	0	0.00	0	0	5.5512	10/1/2023	0.00
Special Inv/Dealer Escrow-Tax	65,536.23	0	0.00	143.65	65,679.88	5.5512	10/1/2023	65,679.88
District Clerk Contingency	281,168.42	0	0.00	1,229.90	282,398.32	5.5512	10/1/2023	282,398.32
Road & Bridge	7,583,980.17	0	0.00	33,172.87	7,617,153.04	5.5512	10/1/2023	7,617,153.04
Law Library	123,620.77	0	0.00	540.74	124,161.51	5.5512	10/1/2023	124,161.51
Civ Crim & Prob Records Mgmt	332,419.64	0	0.00	1,454.04	333,873.68	5.5512	10/1/2023	333,873.68
Records Mgmt & Preservation	1,007,472.47	0	0.00	4,406.77	1,011,879.24	5.5512	10/1/2023	1,011,879.24
Mosquito Control District	405,524.36	0	0.00	1,773.77	407,298.13	5.5512	10/1/2023	407,298.13
2006 Cert of Obligation I&S	511,972.90	0	0.00	2,239.41	514,212.31	5.5512	10/1/2023	514,212.31
Unlmtd Tax Rd Bonds,2006, I&S	920,294.56	0	0.00	4,025.43	924,319.99	5.5512	10/1/2023	924,319.99
Insurance Reserve	842,761.56	0	0.00	3,686.33	846,447.89	5.5512	10/1/2023	846,447.89
Historical Commission	15,136.62	0	0.00	66.18	15,202.80	5.5512	10/1/2023	15,202.80
Employee Benefits Trust	7,353,092.22	0	0.00	32,162.96	7,385,255.18	5.5512	10/1/2023	7,385,255.18
American Rescue Plan Act Funds	66,393,673.10	0	0.00	290,410.70	66,684,083.80	5.5512	10/1/2023	66,684,083.80
2021 Certificate of Obligation	31,549,267.85	0	10,000,000.00	129,202.13	21,678,469.98	5.5512	10/1/2023	21,678,469.98
Texpool Totals	134,171,413.97	3,286,834.98	10,000,000.00	587,484.44	128,045,733.39			128,045,733.39



Brazoria County
Texas Class
Investment Report
9/01/2023 thru 9/30/2023

<i>Fund</i>	<i>9/01/2023</i>	<i>Credits</i>	<i>Debits</i>	<i>Interest</i>	<i>9/30/2023</i>	<i>Avg. Mo.</i>	<i>Expected</i>	<i>Mark to Mkt</i>
	<i>Investments</i>	<i></i>	<i></i>	<i></i>	<i>Investments</i>	<i>Yield</i>	<i>Maturity</i>	<i>9/30/2023</i>
General Fund	16,115,982.37	0.00	0.00	73,289.91	16,189,272.28	5.5213	10/1/2023	16,189,272.28
Road & Bridge	15,779,940.60	0.00	0.00	71,761.70	15,851,702.30	5.5213	10/1/2023	15,851,702.30
2021 Certificate of Obligation	26,312,998.61	0.00	0.00	119,662.40	26,432,661.01	5.5213	10/1/2023	26,432,661.01
American Rescue Plan Funds	3,157,559.75	0.00	0.00	14,359.49	3,171,919.24	5.5213	10/1/2023	3,171,919.24
Texas Class Totals	61,366,481.33	0.00	0.00	279,073.50	61,645,554.83			61,645,554.83

* beginning balance of 2021 Certificate of Obligation shows a difference of \$30,000 from the ending balance of May. This is due to an error reported of interest earned in May. Ending balance in May should have been \$25,960,166.09, and interest earned should have been \$114,277.77 instead of \$144,277.77



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 2023**. 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 2023**: 2256.023

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORTS ARE TRUE AND CORRECT."

A handwritten signature in blue ink, appearing to read "Angela Dees", is written over a horizontal line.

Angela Dees, CIO
Brazoria County Treasurer

MINUTES OF COUNTY FINANCES
TREASURER'S MONTHLY REPORT AFFIDAVIT
COMMISSIONERS' COURT **NOVEMBER 14, 2023**

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 2023**.

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 **\$249,774,726.89**.

The Treasurer's report and this affidavit will be published on the Brazoria County website.

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

Donald W. "Dude" Payne
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 **14th day of November, 2023**.

Notary Public in and for Brazoria County, Texas
My Commission Expires: _____

BRAZORIA COUNTY Bank Account Activity and Interest Report for September 2023

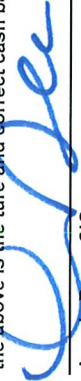
Account	Ending Bank Balance 8/31/2023	Deposits and Other Credits Received	Checks and Other Debits Disbursed	Ending Bank Balance 9/30/2023	MONTHLY Interest Earned	Interest Rate 09/01/23
FIRST NATIONAL BANK OF LAKE JACKSON						
Payroll	2,289,820.74	10,630,680.76	(11,357,385.01)	1,563,116.49	6,370.42	3.31
Operating	14,017,408.83	17,630,829.54	(22,830,499.77)	8,817,738.60	38,090.02	3.31
Jury Fund	292,390.00	130.00	(210.00)	292,310.00	896.25	3.31
County Clerk Trust Fund	2,944,784.72	1,014,704.65	(931,193.33)	3,028,296.04	4,592.59	3.31
District Clerk Trust Fund	5,048,375.70	207,076.90	(107,664.10)	5,147,788.50	13,951.76	3.31
Sheriff Barber Shop Education Training Program *	80,471.58	467.15	(157.86)	80,780.87	219.03	3.31
Comptroller Direct Deposit	2,552,995.58	2,902,423.06	(5,152,121.04)	303,297.60	4,592.59	3.31
Sheriff's Dept Narcotic Unit-Operations	6,446.02	4,000.00	(6,670.00)	3,776.02	10.98	3.31
Comm. Super & Corrections Dept. Restitution Acct	127,006.56	23,969.86	(38,612.10)	112,364.32	309.02	3.31
District Atty Check Collection Account	19,846.94	1,562.51	(1,358.76)	20,050.69	54.94	3.31
Employee Benefit Trust Fund *	1,838,916.46	1,792,485.75	(1,950,227.16)	1,681,175.05	4,147.45	3.31
Investment Acct	0.00	2,061,000.00	(2,057,500.00)	3,500.00	1,199.16	3.31
Credit Card Account	310,144.82	522,277.64	(412,875.57)	419,546.89	1,199.16	3.31
E-Filing / E-Recording	228,529.95	332,202.00	(233,075.50)	327,656.45	888.30	3.31
Parks Credit Card	6,346.37	41,744.19	(21,786.67)	26,303.89	56.55	3.31
Juvenile Restitution Account	2,391.58	867.73	(737.75)	2,521.56	7.09	3.31
TouchPay Credit Card	16,489.57	65,327.68	(39,448.93)	42,368.32	102.12	3.31
Brazoria County Receivables	0.00	0.00	0.00	0.00	0.00	3.31
Tax Assessor/Collector Veh Inventory Prop Tax	1,765,826.55	256,383.17	(143.95)	2,022,065.77	5,825.15	3.31
Tax Assessor/Collector Boat Sales Tax *	79,322.64	109,954.16	(125,004.99)	64,271.81	159.95	3.31
Tax Assessor/Collector Motor Vehicle Acct	3,592,358.49	7,820,906.31	(8,013,680.14)	3,399,584.66	9,139.91	3.31
Tax Assessor/Collector Boat Collections	47,016.86	118,075.72	(131,248.81)	33,843.77	93.16	3.31
Tax Assessor/Collector Sales Tax Account *	457,591.17	5,770,384.56	(5,885,029.04)	342,946.69	2,070.42	3.31
Tax Assessor/Collector Tax Account	2,178,732.06	1,902,358.41	(2,436,426.18)	1,644,664.29	5,903.24	3.31
<i>First National Bank of Lake Jackson Totals</i>	<u>37,903,213.46</u>			<u>29,379,968.27</u>	<u>99,879.26</u>	

TOTAL Interest Earning Accounts EOM Balance

Non-Int bearing Accts: Sheriff, County and District Clerks Cash Bonds; TCDBG-IKE; Inmate Trusts; TCEQ ; Bail Bond Sec; HMGP

29,379,968.27
3,886,347.37
33,266,315.64

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 2023.**

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORT IS TRUE AND CORRECT."

Angela Dees, CIO
Brazoria County Treasurer

Reportfolio

First National Bank of Lake Jackson, Lake Jackson, T
Published: 8/28/2023 11:35:11 AM

Management Report
Pledged To: BRAZORIA COUNTY

Section V-C

Date: 31-Aug-23
Page: 18

Safekeeping

Code	Cusip	Description	Prerefund	Pool	Moody	Original Face	Pledged	Pledged	Pledged	Pledged
Location	Trans#	Maturity		Coupon	StdPoor	Pledged Percent	Original Face Value	Par Value	Book Value	Market Value
FHLB	3136BLL4	FNR 2020-56 PE				\$3,000,000.00	\$3,000,000.00	\$1,127,229.45	\$1,157,067.44	\$867,195.76
	565826202007300	8/25/2050		2.000		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136BCEP1	FNR 2020-73 KQ				\$2,500,000.00	\$2,500,000.00	\$1,719,549.13	\$1,780,013.80	\$1,312,985.12
	573944202009280	10/25/2050		1.750		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136BDJR0	FNR 2020-96 KE				\$3,604,000.00	\$3,604,000.00	\$2,833,639.92	\$2,879,368.12	\$2,075,406.33
	587715202012300	1/25/2051		1.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3137H1QS8	FHR 5136 JL				\$2,000,000.00	\$2,000,000.00	\$1,726,037.28	\$1,734,623.60	\$1,360,335.89
	621476202107291	2/25/2051		1.250		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	38383DVS4	GNR 2021-193 PC				\$2,500,000.00	\$2,500,000.00	\$2,060,959.85	\$2,071,338.43	\$1,677,091.03
	643477202111291	6/20/2051		1.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	12566PAB1	CIM 2021-INV1 A2			Aaa	\$2,500,000.00	\$2,500,000.00	\$2,085,654.40	\$2,134,248.94	\$1,628,520.67
	633367202110131	7/1/2051		2.500	NA	100.00%				
FEDERAL HOME LOAN BANK		AFS								
FHLB	3136BJT47	FNR 2021-75 PB				\$2,000,000.00	\$2,000,000.00	\$1,755,268.08	\$1,753,896.78	\$1,421,364.84
	637211202110281	11/25/2051		1.500		100.00%				
FEDERAL HOME LOAN BANK		AFS								
<u>42 CMOs - Fixed Rate</u>							<u>\$107,904,000.00</u>	<u>\$35,625,643.00</u>	<u>\$35,851,940.45</u>	<u>\$29,066,392.23</u>
<u>Total Pledged 137 To: BRC BRAZORIA COUNTY</u>							<u>\$344,299,624.00</u>	<u>\$60,573,735.48</u>	<u>\$61,023,618.64</u>	<u>\$51,329,987.00</u>
		\$0.00	Munis with Maturity Under 2 Years			\$6,121,102.95	Other securities with Stated Maturity Under 2 Years			
		\$0.00	Munis with Maturity Over 2 Years			\$54,452,632.53	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 Sept 2023

Activity	Count	Amount
Cash Receipts issued	55	374,797.11
Treasurer Brinks Cash/Checks Deposits Processed	27	\$ 216,874.61
Treasurer Remote Deposits Processed	20	\$ 158,155.00
HealthCare Invoices processed	11	\$ 1,829,806.99
Retiree Premium Processed	402	\$ 55,520.88
Under 65 Retiree Prepaid 401H Reimbursements process	149	\$ 43,955.00
Over 65 Retiree Prepaid 401H reimbursements processe	261	\$ 49,125.00
Wire Transfers executed	66	\$ 12,119,910.85
Toll Road Wires Executed	7	\$ 490,308.13
EFT files processed	16	\$ 7,862,739.06
Account Payables checks printed and distributed (1021	1218	\$ 12,676,571.14
Jury Payments Processed	281	\$ 6,170.00
BCCSCD checks printed and distributed	135	\$ 27,759.39
HUD checks printed and distributed	91	\$ 227,735.49
Payroll checks printed and distributed (102821)	38	\$ 73,410.57
Payroll advices printed and distributed (est):	700	-
Stop payments issued	9	\$ 13,140.36
Positive Pay files processed:	12	-
General ledger Journal Entries posted - BRAZO	100	-
Toll Road General Ledger Journal Entries Posted	25	-
Reports to State	3	-
Bank Reconciliations	18	-
ACH/Wire/Check Reconcilitations	19	-
EFT Set ups, Declines and/or changes to EFT's		-

Submitted for compliance with Local Government Code Sec. 114.026 subsection (a)(3)
I certify to the best of my knowledge the above information is true and correct.



Angela Dees, CIO
Brazoria County Treasurer



Brazoria County General Ledger Fund Balance Activity
September 1, 2023 - March 30, 2023

998 Included

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)

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
10000 - General Fund	\$46,478,393.98	\$0.00	\$0.00	\$46,478,393.98	\$60,915,475.47	\$0.00	\$0.00	\$60,915,475.47
10100 - General Fund - Construction								
10110 - Grand Parkway								
10200 - Juv Prob Fees	\$35,901.66	\$0.00	\$0.00	\$35,901.66				
10300 - Unclaimed Juvenile Restitution	\$11,560.52	\$0.00	\$0.00	\$11,560.52				
10350 - Sheriff Special Response Team	\$18,163.30	\$0.00	\$0.00	\$18,163.30				
10400 - Env Health-Retail Food Permits	\$13,357.75	\$0.00	\$0.00	\$13,357.75				
10500 - District Clerk Contingency	\$484,826.12	\$0.00	\$0.00	\$484,826.12	\$281,168.42	\$0.00	\$0.00	\$281,168.42
10600 - Fire Training Field	\$13,223.73	\$0.00	\$0.00	\$13,223.73				
10700 - Parks Special Events	\$231,291.39	\$0.00	\$0.00	\$231,291.39				
10710 - Parks SFA Special Projects	\$9,226.19	\$0.00	\$0.00	\$9,226.19				
10850 - CPS-Donations	\$25,187.44	\$0.00	\$0.00	\$25,187.44				
20000 - Road and Bridge Non-Construct	\$4,019,839.20	\$0.00	\$0.00	\$4,019,839.20	\$23,363,920.77	\$0.00	\$0.00	\$23,363,920.77
20500 - Road and Bridge Construction	\$27,074.95	\$0.00	\$0.00	\$27,074.95				
30000 - USDA-WIC								
30100 - HHSC Women Infants & Children	-\$319,322.42	\$0.00	\$0.00	-\$319,322.42				
30200 - USDA-WIC Peer Counseling								
30300 - USDA-WIC Registered Diet								
30400 - USDA-WIC Lactation Reimb.								
30502 - HHS-PPCPS-CRI	-\$9,265.10	\$0.00	\$0.00	-\$9,265.10				
30600 - HHS-RLSS-LPHS	-\$4,789.48	\$0.00	\$0.00	-\$4,789.48				
30701 - HHS-CPS/HCID-PHEP								
30702 - HHS-CPS/UNIQUE								
30705 - HHS-PPCPS-HAZARDS	-\$14,525.49	\$0.00	\$0.00	-\$14,525.49				
30706 - 2017 Hur Public Hlth Crisis R								
30707 - COVID-19 Health Grant	-\$0.03	\$0.00	\$0.00	-\$0.03				
30708 - COVID19-2 Health Grant	\$0.06	\$0.00	\$0.00	\$0.06				
30709 - COVID-19 Vaccination Capacity								
30710 - HHS-INFECTIOUS_DIS_CTRL_UNIT	-\$16,485.21	\$0.00	\$0.00	-\$16,485.21				
30711 - COVID Health Disparities	-\$12,011.04	\$0.00	\$0.00	-\$12,011.04				
30712 - COVID-PH Workforce Capacity	-\$8,301.11	\$0.00	\$0.00	-\$8,301.11				
30713 - PHIG-Public Hlth Infrastructure	-\$1,239.00	\$0.00	\$0.00	-\$1,239.00				
30800 - HHS-CPS-Title IV-E-FCM	-\$21,768.78	\$0.00	\$0.00	-\$21,768.78				
30850 - HHS-CPS-Title IV-E Legal Svcs	-\$456,499.75	\$0.00	\$0.00	-\$456,499.75				
31100 - DHS-Repetitive Flood Claims								
31300 - DHS-Buffer Zone Protection	\$4,774.21	\$0.00	\$0.00	\$4,774.21				
31500 - DHS-St Homeland Sec-UASI	-\$3,363.75	\$0.00	\$0.00	-\$3,363.75				
31501 - DHS-St-UASI-M&A	-\$617.36	\$0.00	\$0.00	-\$617.36				
31502 - DHS-St-UASI SWAT	-\$3,940.66	\$0.00	\$0.00	-\$3,940.66				
31503 - DHS-St-UASI Portable Radios								
31600 - DHS-St Homeland Security	\$500.00	\$0.00	\$0.00	\$500.00				
32000 - HUD-FY20-Section 8 CARES	\$4,257.07	\$0.00	\$0.00	\$4,257.07				
32006 - HUD-FY06-Section 8 Housing-ADM								
32008 - HUD-FY08-Section 8 Housing-ADM								
32009 - HUD-FY09-Section 8 Housing-ADM								
32010 - HUD-FY10-Section 8 Housing-ADM								
32011 - HUD-FY11-Section 8 Housing-ADM								
32012 - HUD-FY12-Section 8 Housing-ADM								
32013 - Section8-Adm	-\$0.00	\$0.00	\$0.00	-\$0.00				
32019 - HUD-2019-Section 8 Housing-ADM								
32020 - HUD-2020-Section 8 Housing-ADM								
32021 - HUD-2021-Section 8 Housing-ADM								
32022 - HUD-AllYrsSection8 Housing-ADM	\$1,142,296.40	\$0.00	\$0.00	\$1,142,296.40				
32051 - HUD-FY21-Section 8-EHV-ADM								
32052 - HUD-AllYrs-Section 8-EHV-ADM	\$121,135.82	\$0.00	\$0.00	\$121,135.82				
32119 - HUD-2019-Section 8 Housing-HAP	\$185.62	\$0.00	\$0.00	\$185.62				
32120 - HUD-2020-Section 8 Housing-HAP	-\$39.31	\$0.00	\$0.00	-\$39.31				
32121 - HUD-2021-Section 8 Housing-HAP	\$4,168.13	\$0.00	\$0.00	\$4,168.13				
32122 - HUD-2022-Section 8 Housing-HAP	-\$3,442.64	\$0.00	\$0.00	-\$3,442.64				
32123 - HUD-2023-Section 8 Housing-HAP	-\$68,574.56	\$0.00	\$0.00	-\$68,574.56				
32151 - HUD-FY21-Section 8-EHV-HAP	\$46,469.84	\$0.00	\$0.00	\$46,469.84				
32152 - HUD-FY22-Section 8-EHV-HAP	-\$94.72	\$0.00	\$0.00	-\$94.72				
32153 - HUD-FY23-Section 8-EHV-HAP	-\$25,943.28	\$0.00	\$0.00	-\$25,943.28				
32211 - HUD-CDBG-2011								
32212 - HUD-CDBG-PY2012								
32213 - CDBG	-\$447,072.09	\$0.00	\$0.00	-\$447,072.09				
32214 - HOME	\$17,333.22	\$0.00	\$0.00	\$17,333.22				
32215 - ESG	\$45.04	\$0.00	\$0.00	\$45.04				
32600 - HUD-Texas CDBG	-\$162,446.91	\$0.00	\$0.00	-\$162,446.91				
32610 - HUD-2016 Flood GLO	-\$78,003.59	\$0.00	\$0.00	-\$78,003.59				
32620 - HUD-Harvey GLO	-\$12,913.11	\$0.00	\$0.00	-\$12,913.11				
33200 - USDOJ-Crime Vict Assist-VOCA	-\$38,326.98	\$0.00	\$0.00	-\$38,326.98				

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
33250 - USDOJ-CSCD-Victim Svcs Prg								
33251 - USDOJ-CSCD-VSP	-\$1,877.78	\$0.00	\$0.00	-\$1,877.78				
33300 - USDOJ-Drug Court Program	-\$23,399.07	\$0.00	\$0.00	-\$23,399.07				
33301 - OOG - Mental Health Court	-\$20,207.78	\$0.00	\$0.00	-\$20,207.78				
33310 - USDOJ-DWI Court Program	-\$19,048.30	\$0.00	\$0.00	-\$19,048.30				
33320 - USDOJ-Veterans Court Program	-\$12,407.57	\$0.00	\$0.00	-\$12,407.57				
33330 - USDOJ-Domestic Violence Court	-\$19,216.73	\$0.00	\$0.00	-\$19,216.73				
33410 - USDOJ-CESF Grant								
33415 - OJP-Edward Byrne Mem JAG Grant	-\$8,000.00	\$0.00	\$0.00	-\$8,000.00				
33420 - USDOJ-COVID-19 Mitigation								
33500 - USDOJ-DEA-Narcotics OT Exp	-\$1,268.32	\$0.00	\$0.00	-\$1,268.32				
33510 - USDOJ-Organized Crime Drug Enf	-\$2,908.81	\$0.00	\$0.00	-\$2,908.81				
33520 - Jim Wells County S.O - S.O, OT	-\$3,052.14	\$0.00	\$0.00	-\$3,052.14				
33530 - JLEO - Join Law Enforcement Op	\$1,547.34	\$0.00	\$0.00	\$1,547.34				
33900 - USDOJ-SCAAP	\$153,552.13	\$0.00	\$0.00	\$153,552.13				
33901 - USDOJ-Bulletproof Vests								
34105 - TPW-HRCP-COL BOTTOMLAND PROJ	\$18,627.14	\$0.00	\$0.00	\$18,627.14				
34106 - TPW-Resoft Park Trail Dvlpmt	\$0.01	\$0.00	\$0.00	\$0.01				
34107 - TPW-Follets Island-Parking Lot	-\$1,595.00	\$0.00	\$0.00	-\$1,595.00				
34108 - TPW-FM 2918 Boat Ramp Reno	-\$51,144.87	\$0.00	\$0.00	-\$51,144.87				
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	\$40,339.70	\$0.00	\$0.00	\$40,339.70				
34615 - FEMA-Harvey 2017	\$780,602.51	\$0.00	\$0.00	\$780,602.51				
34616 - FEMA-Hazard Mitigation Grant P	-\$900,777.44	\$0.00	\$0.00	-\$900,777.44				
34619 - Fema - Flood Disaster 2019								
34620 - CARES-Coronavirus Relief Fund								
34621 - FEMA-Laura 2020	\$125.42	\$0.00	\$0.00	\$125.42				
34622 - FEMA-Beta 2020								
34623 - FEMA-DR4485TX COVID19 Pandemic	-\$16,261.75	\$0.00	\$0.00	-\$16,261.75				
34624 - FEMA Winter Storm-inc pd 2.11	-\$36,444.88	\$0.00	\$0.00	-\$36,444.88				
34625 - FEMA-Nicholas 2021	-\$8,943.90	\$0.00	\$0.00	-\$8,943.90				
34700 - IMLS-Library Mobile Proj Rnd 2								
34710 - FCC-E-Rate Library Program								
34715 - FCC-E-Rate Library Program	-\$197,701.77	\$0.00	\$0.00	-\$197,701.77				
34716 - FCC-Library ECF Funding	\$8,787.95	\$0.00	\$0.00	\$8,787.95				
34717 - FCC-Library ECF Funding	-\$101,640.00	\$0.00	\$0.00	-\$101,640.00				
34820 - USDC-SLP Dune Walkover								
34850 - USTREAS-Restore Act Projects	-\$26,240.23	\$0.00	\$0.00	-\$26,240.23				
34851 - Emergency Rental Assistance	-\$30,135.34	\$0.00	\$0.00	-\$30,135.34				
34852 - Emergency Rental Assistance 2	\$69,512.28	\$0.00	\$0.00	\$69,512.28				
34855 - American Rescue Plan-2021CLFRF	-\$5,070,654.67	\$0.00	\$0.00	-\$5,070,654.67	\$69,551,232.85	\$0.00	\$0.00	\$69,551,232.85
34856 - ARP-Emerg Food & Shelter Prg								
34857 - LATCF-Tribal Consistency Fund	\$90,992.07	\$0.00	\$0.00	\$90,992.07				
34860 - DOI-Parks - CIAP Grant								
34880 - TXDOT-SH288 Truck Weigh Statn								
34881 - TXDOT-CR58 PH II (CSJ304)	\$268,065.00	\$0.00	\$0.00	\$268,065.00				
34882 - TXDOT-CR59 (CSJ 305)	-\$7,266,568.68	\$0.00	\$0.00	-\$7,266,568.68				
34883 - TXDOT-CR101 Widening (CSJ303)	-\$845,024.19	\$0.00	\$0.00	-\$845,024.19				
34901 - USDOT-22CVANGLE-RescuePlan								
34902 - USDOT-21CRANGLE-Covid19Relief								
34912 - USDOT-1212ANGLE-Wildlife								
34913 - TXDOT 1312ANGLE-APRON								
34922 - TXDOT - 2212ANGLE	-\$5,500.00	\$0.00	\$0.00	-\$5,500.00				
34925 - TXDOT - CARES 20CRANGLE								
35000 - TJJD-State Aid	\$60,010.03	\$0.00	\$0.00	\$60,010.03				
35650 - TJPC-JJAE-Boot Camp-8/31	-\$179,470.06	\$0.00	\$0.00	-\$179,470.06				
35660 - TJPD-JJAE Discretionary	\$12.33	\$0.00	\$0.00	\$12.33				
35800 - TJPC-JJAE-Boot Camp-7/31								
35900 - TJJD-Mental Health Services								
35950 - TJJD-RDA-RegDiversionAlt-"R"	-\$34,407.60	\$0.00	\$0.00	-\$34,407.60				
36076 - TPW-Resoft-Shoreline Improveme	-\$784.81	\$0.00	\$0.00	-\$784.81				
36120 - SOS-Voting machines reimb								
36130 - Body Worn Cameras								
36150 - H-GAC-Tire Collection Grant								
36410 - Texas Veterans Treatment Crt								
36601 - GLO-HRCP-COL BOTTOMLANDS EDUC								
36602 - GLO-CEPRA-SLP	\$15,036.50	\$0.00	\$0.00	\$15,036.50				
36603 - GLO-Follett Dune Restoration	\$1,506,725.90	\$0.00	\$0.00	\$1,506,725.90				
36605 - GLO-Beach User Fees	-\$464,349.74	\$0.00	\$0.00	-\$464,349.74				
36801 - TXDOT-CR 48 PROJECT								
36802 - TXDOT-CTIF(Cty Trans Infr Fnd)	-\$307,378.73	\$0.00	\$0.00	-\$307,378.73				
37000 - OAG-VAG Grant	-\$14,101.50	\$0.00	\$0.00	-\$14,101.50				
37100 - OAG-TEXAS VINE CONTR								
37200 - DFPS-CPS-Title IV-B-Concr Svc								
37300 - TDHCA-Amy Young Barrier Remova								
37400 - TDH-Immunization	-\$26,215.29	\$0.00	\$0.00	-\$26,215.29				
37710 - OAG-Opioid Settlement	\$273,305.14	\$0.00	\$0.00	\$273,305.14				
37800 - OAG-Regional Juv Mental Hlth S	-\$1,200.00	\$0.00	\$0.00	-\$1,200.00				
37913 - TXDOT-M312ANGLE-FY13RAMP								
37914 - TXDOT-M212ANGLE-FY14RAMP								
37916 - TXDOT-M1612ANGL-FY16RAMP								
37917 - TXDOT-FY17RAMP								

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
37921 - TXDOT-FY21RAMP								
37922 - TXDOT-FY22RAMP								
37923 - TXDOT-FY23RAMP	-\$22,288.87	\$0.00	\$0.00	-\$22,288.87				
37950 - TXDOT-Airport Layout-19MPANGLE								
38000 - Fire Code Inspection & Permit	\$80,281.15	\$0.00	\$0.00	\$80,281.15				
38010 - Economic Development Tax Abate								
38020 - BC Industrial Development Corp	\$96,923.19	\$0.00	\$0.00	\$96,923.19				
38100 - Vital Statistics Fee	\$103,845.17	\$0.00	\$0.00	\$103,845.17				
38110 - CC Records Mgmt-Recording	\$1,492,786.50	\$0.00	\$0.00	\$1,492,786.50	\$1,007,472.47	\$0.00	\$0.00	\$1,007,472.47
38120 - CC Records Archive	\$1,925,427.30	\$0.00	\$0.00	\$1,925,427.30				
38130 - CC Records Mgmt-Criminal	\$113,421.34	\$0.00	\$0.00	\$113,421.34				
38200 - CC Records Mgmt-Civ,Crim,Prob	\$195,736.02	\$0.00	\$0.00	\$195,736.02	\$332,419.64	\$0.00	\$0.00	\$332,419.64
38210 - County Graffiti Eradication	\$2,869.27	\$0.00	\$0.00	\$2,869.27				
38220 - CC-DC Technology	\$123,711.96	\$0.00	\$0.00	\$123,711.96				
38230 - CC Records Preservation	\$101,627.20	\$0.00	\$0.00	\$101,627.20				
38240 - CC-DC Specialty Court	\$121,423.06	\$0.00	\$0.00	\$121,423.06				
38250 - CCSB41 Consolidated Rec Mgmt	\$75,508.03	\$0.00	\$0.00	\$75,508.03				
38251 - CCSB41 Clerk of Court Account	\$152,385.77	\$0.00	\$0.00	\$152,385.77				
38300 - Child Abuse Prevention Fund	\$705.28	\$0.00	\$0.00	\$705.28				
38310 - Family Protection Fund								
38320 - DC Records Management	\$40,642.40	\$0.00	\$0.00	\$40,642.40				
38330 - DC Records Archive	\$40,286.14	\$0.00	\$0.00	\$40,286.14				
38340 - DC Records Preservation	\$18,711.18	\$0.00	\$0.00	\$18,711.18				
38350 - DC Records Technology	\$34,765.12	\$0.00	\$0.00	\$34,765.12				
38360 - DCSB41 Consolidated Rec Mgmt	\$195,766.52	\$0.00	\$0.00	\$195,766.52				
38361 - DCSB41 Clerk of Court Account	\$322,948.60	\$0.00	\$0.00	\$322,948.60				
38400 - Justice Court Bldg Security	-\$231,219.97	\$0.00	\$0.00	-\$231,219.97				
38410 - Justice Court Technology Fund	\$618,510.79	\$0.00	\$0.00	\$618,510.79				
38420 - JPSB41 Support Fund	\$359,802.97	\$0.00	\$0.00	\$359,802.97				
38500 - Courthouse Security	\$893,844.73	\$0.00	\$0.00	\$893,844.73				
38501 - Courthouse Attny Access Card	\$5,886.17	\$0.00	\$0.00	\$5,886.17				
38510 - SB41 Court Facility Fee Fund	\$180,867.87	\$0.00	\$0.00	\$180,867.87				
38511 - SB41 County Jury Fund	\$90,428.96	\$0.00	\$0.00	\$90,428.96				
38512 - SB41 Language Access Fund	\$70,726.12	\$0.00	\$0.00	\$70,726.12				
38513 - SB41 Guardianship Fund	\$17,353.86	\$0.00	\$0.00	\$17,353.86				
38514 - SB41 Court Report Service Fund	\$226,078.70	\$0.00	\$0.00	\$226,078.70				
38515 - SB41 Appellate Judicial System	\$45,273.71	\$0.00	\$0.00	\$45,273.71				
38516 - SB41 Judicial Edu and Support	\$8,461.93	\$0.00	\$0.00	\$8,461.93				
38600 - LEOSE	\$27,397.41	\$0.00	\$0.00	\$27,397.41				
38710 - D A Hot Check Collection	\$8,938.94	\$0.00	\$0.00	\$8,938.94				
38720 - D A Supplemental	\$5,212.47	\$0.00	\$0.00	\$5,212.47				
38730 - D A Forfeiture, CCP Chapter 59	\$293,139.94	\$0.00	\$0.00	\$293,139.94				
38750 - Pretrial Diversion	\$138,010.46	\$0.00	\$0.00	\$138,010.46				
38810 - Voter Registration	-\$16,172.60	\$0.00	\$0.00	-\$16,172.60				
38820 - Special Inv,Dealer Escrow-Tax	\$117,163.83	\$0.00	\$0.00	\$117,163.83	\$32,841.75	\$0.00	\$0.00	\$32,841.75
38830 - Scofflaw Fees, TTC Sect 502.01	\$1,979.12	\$0.00	\$0.00	\$1,979.12				
38910 - Election Services Contract	\$236,618.96	\$0.00	\$0.00	\$236,618.96				
38920 - Elections - HAVA Equip. Rental	\$965,023.84	\$0.00	\$0.00	\$965,023.84				
38930 - Elections-CARES HAVA								
39020 - Constable Pct 2 Forfeiture	\$2,626.71	\$0.00	\$0.00	\$2,626.71				
39040 - Constable Pct 4 Forfeiture	\$2,116.91	\$0.00	\$0.00	\$2,116.91				
39100 - Sheriff Contraband Forfeiture	\$197,792.74	\$0.00	\$0.00	\$197,792.74				
39110 - Braz Cnty Narcotics Task Force	\$1,346,984.22	\$0.00	\$0.00	\$1,346,984.22				
39120 - Sheriff Commissary Fund	\$854,073.86	\$0.00	\$0.00	\$854,073.86				
39130 - Sheriff-Federal Forfeiture	\$187,381.39	\$0.00	\$0.00	\$187,381.39				
39200 - Juvenile Case Manager Fund	\$25,783.61	\$0.00	\$0.00	\$25,783.61				
39210 - Bond & Occupational LSF	\$30,471.53	\$0.00	\$0.00	\$30,471.53				
39300 - Reliant Energy CARE Program	\$7,687.85	\$0.00	\$0.00	\$7,687.85				
39305 - Direct Energy N2N								
39310 - UnitedWay-Emergency Assistance	\$5.64	\$0.00	\$0.00	\$5.64				
39390 - SETH-SE TX Housing Fin. Corp.	\$197.79	\$0.00	\$0.00	\$197.79				
39410 - Library-Special Projects	\$278,823.20	\$0.00	\$0.00	\$278,823.20				
39420 - Tocker Foundation Grant								
39500 - SEP-Wastewater-EnvHlth-TCEQ	-\$12,601.78	\$0.00	\$0.00	-\$12,601.78				
39615 - TPW Foundation-Grt TX Birding	\$311.84	\$0.00	\$0.00	\$311.84				
39620 - Shoreline Rest. Task Force	\$36,158.72	\$0.00	\$0.00	\$36,158.72				
39630 - 2006 GoM Energy Security Act	\$3,263,909.55	\$0.00	\$0.00	\$3,263,909.55				
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				
39765 - Briar Meadows AmyLn Ross Rd SA								
39766 - Twin Lakes Assmt	-\$386,022.27	\$0.00	\$0.00	-\$386,022.27				
39768 - Old Coffee Plantation Sp Asses	-\$193,584.02	\$0.00	\$0.00	-\$193,584.02				
39769 - Lindell-Hudspeth Dr Spec Asses	-\$25,551.40	\$0.00	\$0.00	-\$25,551.40				
39770 - Lindell-Frio Dr Spec Asses	-\$25,550.40	\$0.00	\$0.00	-\$25,550.40				
39771 - Lindell-Donley Dr Spec Asses	-\$25,550.40	\$0.00	\$0.00	-\$25,550.40				
39772 - Pinetree Trail Rd Spec Asses	-\$21,227.00	\$0.00	\$0.00	-\$21,227.00				
39773 - Lakeside Drive Rd Spec Asses								
39774 - Forest Loop Special Assessment	-\$35,589.70	\$0.00	\$0.00	-\$35,589.70				
39775 - River Road (CR31a) Spec Asses	-\$35,631.79	\$0.00	\$0.00	-\$35,631.79				
39776 - Mustang Spur Spec Asses	-\$27,570.85	\$0.00	\$0.00	-\$27,570.85				
39777 - Jasper Special Assessment	-\$9,272.30	\$0.00	\$0.00	-\$9,272.30				
39800 - Law Library	\$58,378.54	\$0.00	\$0.00	\$58,378.54	\$123,620.77	\$0.00	\$0.00	\$123,620.77
39900 - Mosquito Control District	\$772,635.19	\$0.00	\$0.00	\$772,635.19	\$405,524.36	\$0.00	\$0.00	\$405,524.36

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
40000 - 2012 Gen Oblig Rfd (2003 CO)								
41000 - 2016 Limited Tax Rfd (2006 CO)	\$594,396.60	\$0.00	\$0.00	\$594,396.60	\$511,972.90	\$0.00	\$0.00	\$511,972.90
42000 - 2021 Gen Oblig Rfd (2012 CO)	\$43,394.45	\$0.00	\$0.00	\$43,394.45				
42100 - 2018 Cert of Oblig-I,S	\$423,355.80	\$0.00	\$0.00	\$423,355.80				
42200 - 2021 CO-Courthouse Campus I,S	\$2,971,938.86	\$0.00	\$0.00	\$2,971,938.86				
44000 - Toll Road-SH288-I&S	\$913,638.11	\$0.00	\$0.00	\$913,638.11				
45000 - Road Bonds-Mobility-I,S	\$2,205,316.94	\$0.00	\$0.00	\$2,205,316.94	\$920,294.56	\$0.00	\$0.00	\$920,294.56
51000 - 2006 Certificate of Obligation								
52000 - 2012 Cert of Oblig,C,M								
52100 - 2018 Cert of Oblig,C,M	\$2,319,619.16	\$0.00	\$0.00	\$2,319,619.16				
52200 - 2021 CO-Courthouse Campus C,M	-\$36,448,523.29	\$0.00	\$0.00	-\$36,448,523.29	\$57,862,266.46	\$0.00	\$0.00	\$57,862,266.46
52201 - 2022 EOC State Allocation	\$245,632.15	\$0.00	\$0.00	\$245,632.15				
54000 - Toll Road-SH288-C & M	\$892,472.63	\$0.00	\$0.00	\$892,472.63	\$1,996,427.64	\$0.00	\$0.00	\$1,996,427.64
55000 - Mobility Plan								
57200 - Ring of Honor	\$57,554.20	\$0.00	\$0.00	\$57,554.20				
60500 - Airport Operating	-\$2,262,701.43	\$0.00	\$0.00	-\$2,262,701.43				
61000 - BCTRA O&M SH288	\$8,337,294.69	\$0.00	\$0.00	\$8,337,294.69	\$17,631,507.93	\$0.00	\$0.00	\$17,631,507.93
64000 - BCTRA FM518 PEDC-SH288	\$302,715.57	\$0.00	\$0.00	\$302,715.57				
64100 - BCTRA Contributions-SH288								
64200 - BCTRA FM518 TXDOT-SH288								
64510 - BCTRA Preliminary-288 Extn	-\$1,171,333.96	\$0.00	\$0.00	-\$1,171,333.96				
71000 - Health Care Benefits	\$1,879,171.16	\$0.00	\$0.00	\$1,879,171.16	\$7,353,092.22	\$0.00	\$0.00	\$7,353,092.22
72000 - Employee Health Clinic	-\$44,485.48	\$0.00	\$0.00	-\$44,485.48				
73000 - Insurance Reserve	\$39,366.83	\$0.00	\$0.00	\$39,366.83	\$842,761.56	\$0.00	\$0.00	\$842,761.56
81000 - B Cnty Groundwatr Conserv Dist	\$2,124,284.50	\$0.00	\$0.00	\$2,124,284.50				
81100 - Braz Cnty Toll Road Authority								
81500 - CSCD DP6 - SUD Program	-\$189,484.17	\$0.00	\$0.00	-\$189,484.17				
81600 - CSCD-TAIP Treatment Alter.	\$38,726.00	\$0.00	\$0.00	\$38,726.00				
81700 - CSCD DP17 - MHealth Caseloads	\$5,326.94	\$0.00	\$0.00	\$5,326.94				
81800 - CSCD Basic Supervision Prog	\$970,031.89	\$0.00	\$0.00	\$970,031.89				
81850 - CSCD-Evidence Based Assessment								
81900 - CSCD CC4 - High Risk Program	\$249,084.24	\$0.00	\$0.00	\$249,084.24				
82000 - CSCD-Comm Corr-Life								
82100 - CSCD CCS- Sex Offender Program	\$17,262.13	\$0.00	\$0.00	\$17,262.13				
82200 - CSCD-Comm Corr-Substance Abuse								
82300 - CSCD DP4 - High Risk Program	\$18,359.69	\$0.00	\$0.00	\$18,359.69				
82400 - CSCD-New Caseload Reduction-DP								
82500 - CSCD DP30 - SUD Trt Pgm	-\$12,405.15	\$0.00	\$0.00	-\$12,405.15				
82600 - CSCD-Mental Health Treatment	\$6,881.93	\$0.00	\$0.00	\$6,881.93				
88000 - Trust & Agency								
88200 - Brazos Mall								
88300 - SH288 @ CR 56 Overpass								
89000 - Historical Commission	\$1,532.55	\$0.00	\$0.00	\$1,532.55	\$15,136.62	\$0.00	\$0.00	\$15,136.62
92000 - General Long-Term Debt-CONV								

**BRAZORIA COUNTY
PORTFOLIO REPORT
Sep 2023**

Current Date: 9/30/2023

Fund	Description	Type	CUSIP	Coupon	Settle Date	Maturity Date	Next Call Date	Par Value	Purch Price	Purch Cost	Book Value	Mkt Price	Mkt Value	Days to Mat	YTM	Interest Earned
10000	FFCB	Agency	3133EMDM1	0.270	10/20/20	10/20/23	10/20/23	2,000,000.00	100.000	2,000,000.00	2,000,000.00	0.9608	1,921,600.00	20	0.270	
10000	FFCB	Agency	3133EMQM7	0.200	02/16/21	02/16/24	02/16/24	2,000,000.00	100.000	2,000,000.00	2,000,000.00	0.9470	1,894,000.00	139	0.200	
10000	FHLB	Agency	3130ALKM5	0.350	03/15/21	03/15/24	03/15/24	2,000,000.00	100.000	2,000,000.00	2,000,000.00	0.9456	1,891,200.00	167	0.350	3,500.00
10000	FHLB	Agency	3130ALLM4	0.350	03/29/21	03/28/24	03/28/24	2,000,000.00	100.000	2,000,000.00	2,000,000.00	0.9443	1,888,600.00	180	0.350	3,500.00
10000	FHLB	Agency	3130ALRH9	0.400	04/12/21	04/12/24	04/12/24	2,000,000.00	100.000	2,000,000.00	2,000,000.00	0.9436	1,887,200.00	195	0.400	
10000	FHLB	Agency	3130AMND0	0.430	06/17/21	06/17/24	06/17/24	2,000,000.00	100.000	2,000,000.00	2,000,000.00	0.9373	1,874,600.00	261	0.430	
10000	FHLB	Agency	3130APAW5	0.550	10/08/21	10/08/24	10/08/24	2,000,000.00	100.000	2,000,000.00	2,000,000.00	0.9278	1,855,600.00	374	0.550	
10000	FHLB	Agency	3130APB20	0.600	10/22/21	10/22/24	10/22/24	2,000,000.00	100.000	2,000,000.00	2,000,000.00	0.9282	1,856,400.00	388	0.600	
10000	FHLB	Agency	3130APJ89	0.700	10/28/21	10/28/24	10/28/24	2,000,000.00	100.000	2,000,000.00	2,000,000.00	0.9294	1,858,800.00	394	0.700	
10000	FHLB	Agency	3130AQWM1	1.800	02/28/22	02/27/25	02/27/25	2,000,000.00	100.000	2,000,000.00	2,000,000.00	0.9428	1,885,600.00	516	1.800	
10000	FHLB	Agency	3130AUYX6	5.250	03/15/23	02/21/25	02/21/24	2,000,000.00	100.020	2,007,400.00	2,000,000.00	0.9983	1,996,600.00	510	5.236	
10000	FHLB	Agency	3130AV6B3	5.212	03/24/23	03/20/25	09/20/23	2,000,000.00	100.270	2,006,600.00	2,000,000.00	1.0000	2,000,000.00	537	5.212	54,000.00
10000	FHLB	Agency	3130AVLB6	5.000	04/10/23	10/10/24	10/10/23	2,000,000.00	100.000	2,000,000.00	2,000,000.00	0.9959	1,991,800.00	376	5.000	
10000	FNMA	Agency	3135GAJ69	5.375	07/10/23	07/10/26	01/10/24	2,000,000.00	100.000	2,000,000.00	2,000,000.00	0.9990	1,998,000.00	1014	5.375	
									28,000,000.00							

Matured or Called Investments:

997	TexPool	LGIP		5.551				128,062,856.42	100.000	128,062,856.42	128,062,856.42	100.00	128,062,856.42	1	5.551	587,484.44	
998	Texas Class	LGIP		5.521				61,645,554.83	100.000	61,645,554.83	61,645,554.83	100.00	61,645,554.83	1	5.521	279,073.50	
999	Depository	Cash		3.310				33,266,315.64	100.000	33,266,315.64	33,266,315.64	100.00	33,266,315.64	1	3.310	99,879.26	
									250,974,726.89		250,974,726.89		249,774,726.89		41	4.838	1,027,437.20

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
Brazoria County Treasurer

Monthly Interest Earned for Fiscal Year 2023

	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Ann Earned
BANK	77,331.74	96,326.60	96,326.60	269,984.94	96,326.60	79,017.92	105,041.77	280,386.29	105,041.77	62,646.56	70,001.88	237,690.21	64,227.37	69,860.81	99,879.26	233,967.44	1,022,028.88
TEXPOOL	371,101.69	413,727.06	612,771.64	1,397,600.39	602,806.43	637,740.47	733,418.78	1,573,965.68	697,215.03	717,098.30	646,407.78	2,060,721.11	622,218.42	684,954.00	587,484.44	1,894,656.86	7,326,944.04
Texas Class	226,794.28	250,930.97	294,087.91	771,813.16	344,264.27	324,639.12	366,572.46	1,037,475.85	371,603.99	397,341.29	391,567.94	1,160,513.22	403,403.51	308,602.30	279,079.50	991,079.31	3,960,881.54
Agencies	25,200.00	0.00	4,300.00	29,500.00	0.00	2,000.00	25,000.00	27,000.00	25,200.00	0.00	4,300.00	29,500.00	0.00	72,500.00	61,000.00	133,500.00	219,500.00
Total Per Mo.	700,427.71	760,984.63	1,007,486.15	2,468,898.49	1,043,397.30	1,043,397.51	1,232,033.01	3,318,827.82	1,199,060.79	1,177,086.15	1,112,277.60	3,488,424.54	1,089,849.30	1,135,917.11	1,027,437.20	3,253,203.61	12,529,354.46

I certify that to the best of my knowledge the above is true and correct.



Angela Dees, CIO
Brazoria County Treasurer

	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Ann Avg
BANK	2.65%	3.17%	3.04%	2.95%	2.76%	2.66%	2.95%	2.79%	2.81%	2.55%	2.61%	2.66%	2.95%	3.15%	3.31%	3.14%	2.88%
TEXPOOL	2.92%	3.61%	3.80%	3.44%	4.24%	4.50%	4.59%	4.44%	4.80%	5.004%	5.05%	4.95%	5.12%	5.31%	5.55%	5.33%	4.54%
TEXAS CLASS	3.23%	3.85%	4.32%	3.80%	4.57%	4.75%	4.86%	4.73%	5.04%	5.195%	5.27%	5.17%	5.33%	5.48%	5.52%	5.44%	4.78%



Brazoria County
TexPool Investment Report
9/01/2023 thru 9/30/2023

<i>Fund</i>	<i>9/01/2023 Investments</i>	<i>Credits</i>	<i>Debits</i>	<i>Interest</i>	<i>9/30/2023</i>	<i>Avg. Mo. Yield</i>	<i>Expected Maturity</i>	<i>Mark to Mkt 9/30/2023</i>
General Fund	16,785,493.10	3,286,834.98	0.00	82,969.56	20,155,297.64	5.5512	10/1/2023	20,155,297.64
Tax Assessor Collector Funds	0	0	0.00	0	0.00	5.5512	10/1/2023	0.00
Special Inv/Dealer Escrow-Tax	65,536.23	0	0.00	143.65	65,679.88	5.5512	10/1/2023	65,679.88
District Clerk Contingency	281,168.42	0	0.00	1,229.90	282,398.32	5.5512	10/1/2023	282,398.32
Road & Bridge	7,583,980.17	0	0.00	33,172.87	7,617,153.04	5.5512	10/1/2023	7,617,153.04
Lateral Road Fund	0.00	0	0.00	0.00	0.00	5.5512	10/1/2023	0.00
Special R & B Projects	0.00	0	0.00	0.00	0.00	5.5512	10/1/2023	0.00
Law Library	123,620.77	0	0.00	540.74	124,161.51	5.5512	10/1/2023	124,161.51
Civ Crim & Prob Records Mgmt	332,419.64	0	0.00	1,454.04	333,873.68	5.5512	10/1/2023	333,873.68
Records Mgmt & Preservation	1,007,472.47	0	0.00	4,406.77	1,011,879.24	5.5512	10/1/2023	1,011,879.24
Mosquito Control District	405,524.36	0	0.00	1,773.77	407,298.13	5.5512	10/1/2023	407,298.13
Sheriff & Det Complex, I & S	0.00	0	0.00	0.00	0.00	5.5512	10/1/2023	0.00
2003 Cert of Oblig-I&S	0.00	0	0.00	0.00	0.00	5.5512	10/1/2023	0.00
2006 Cert of Obligation I&S	511,972.90	0	0.00	2,239.41	514,212.31	5.5512	10/1/2023	514,212.31
Unlmt'd Tax Rd Bonds, 2006, I&S	920,294.56	0	0.00	4,025.43	924,319.99	5.5512	10/1/2023	924,319.99
Co Wide Road Bond 66 C & M	0.00	0	0.00	0.00	0.00	5.5512	10/1/2023	0.00
Hwy 6 ROW Acquisition C & M	0.00	0	0.00	0.00	0.00	5.5512	10/1/2023	0.00
2006 Cert of Obligation C&M	0.00	0	0.00	0.00	0.00	5.5512	10/1/2023	0.00
Mobility Plan	0.00	0	0.00	0.00	0.00	5.5512	10/1/2023	0.00
Build America Bonds 2010	0.00	0	0.00	0.00	0.00	5.5512	10/1/2023	0.00
Health Care Benefits	0.00	0	0.00	0.00	0.00	5.5512	10/1/2023	0.00
Insurance Reserve	842,761.56	0	0.00	3,686.33	846,447.89	5.5512	10/1/2023	846,447.89
2018 Certificate of Obligation	8,704.55	0	0.00	0.00	8,704.55	5.5512	10/1/2023	8,704.55
Historical Commission	15,136.62	0	0.00	66.18	15,202.80	5.5512	10/1/2023	15,202.80
Employee Benefits Trust	7,353,092.22	0	0.00	32,162.96	7,385,255.18	5.5512	10/1/2023	7,385,255.18
American Rescue Plan Act Funds	66,393,673.10	0	0.00	290,410.70	66,684,083.80	5.5512	10/1/2023	66,684,083.80
Emergency Rental Assistance	4,106.13	0	0.00	0.00	0.00	5.5512	10/1/2023	0.00
Emergency Rental Assistance 2	31,549,267.85	0	10,000,000.00	129,202.13	4,106.13	5.5512	10/1/2023	4,106.13
2021 Certificate of Obligation	4,312.35	0	0.00	0.00	21,678,469.98	5.5512	10/1/2023	21,678,469.98
2022 EOC State Allocation					4,312.35	5.5512	10/1/2023	4,312.35
Texpool Totals	134,188,537.00	3,286,834.98	10,000,000.00	587,484.44	128,062,856.42			128,062,856.42



Brazoria County

Texas Class

Investment Report

9/01/2023 thru 9/30/2023

Fund	9/01/2023		9/30/2023		Avg. Mo. Yield	Expected Maturity	Mark to Mkt 9/30/2023
	Investments	Credits	Debits	Interest			
General Fund	16,115,982.37	0.00	0.00	73,289.91	5.5213	10/1/2023	16,189,272.28
Road & Bridge	15,779,940.60	0.00	0.00	71,761.70	5.5213	10/1/2023	15,851,702.30
2021 Certificate of Obligation	26,312,998.61	0.00	0.00	119,662.40	5.5213	10/1/2023	26,432,661.01
American Rescue Plan Funds	3,157,559.75	0.00	0.00	14,359.49	5.5213	10/1/2023	3,171,919.24
Texas Class Totals	61,366,481.33	0.00	0.00	279,073.50			61,645,554.83

* beginning balance of 2021 Certificate of Obligation shows a difference of \$30,000 from the ending balance of May. This is due to an error reported of interest earned in May. Ending balance in May should have been \$25,960,166.09, and interest earned should have been \$114, 277.77 instead of \$144, 277.77

MINUTES OF COUNTY FINANCES
TREASURER'S MONTHLY REPORT AFFIDAVIT
COMMISSIONERS' COURT **NOVEMBER 14, 2023**

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 2023**.

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 **\$249,774,726.89**.

The Treasurer's report and this affidavit will be published on the Brazoria County website.


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

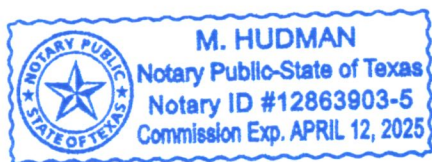

Donald W. "Dude" Payne
Commissioner Precinct 1

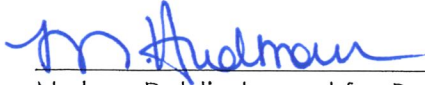

Ryan Cade
Commissioner Precinct 2


Stacy L. Adams
Commissioner Precinct 3


David R. Linder
Commissioner Precinct 4

SUBSCRIBED AND SWORN TO BEFORE ME THIS **14th** day of November, 2023.




Notary Public in and for Brazoria County, Texas
My Commission Expires: **April 12, 2025**



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.7.

11/14/2023

Issuance of Purchase Order After the Fact

Approve issuance of a fiscal year 2024 purchase order after the fact for the following invoice related to a purchase made by the Constable Precinct 3 Office for which a requisition was not obtained prior to the purchase being made:

1. JJ&K Towing & Recovery invoice number 43444 dated April 29, 2023 in the amount of \$200.00.

This request is in accordance with Local Government Code Section 262.011 and Brazoria County Purchasing Policy Section IV, A, C. and I.

P.O. BOX 2534
PEARLAND, TEXAS 77588-2534
2436 S. GRAND BLVD. SUITE 108
PEARLAND, TEXAS 77581
www.constable3.org

OFFICE: 281.997.9777
FAX: 281.412.7034
CELL: 281.779.3402
carloshb@brazoria-county.com



CARLOS BUSTOS
CHIEF DEPUTY
BRAZORIA COUNTY PRECINCT 3
CONSTABLE C.B. "BUCK" STEVENS

DATE: 4/29
TIME: 6:29
A.M. ☐ P.M. ☒
KEYS: ☐ Office ☒ Car ☐ No Keys

JJ&K Towing & Recovery
Certificate # 006463458C
STATE OF THE ART EQUIP.
24 HOUR WRECKER SERVICE
6829 AMIE LN. PEARLAND, TX 77584
PHONE: (281) 431-0427
PHONE: (281) 997-9578

43444

MILEAGE: _____
BEGIN: _____
END: _____

Owner: BCPD INV. _____ TARP _____ MVR. _____

Address: _____

Hm. Phone: _____ Wk. Phone: _____

Year/Make/Model: 2015 Chevy Tahoe Unit # 1128

Licence No. 122 9817 State: TX Color: Brown

V.I.N. #: 1GNLC2EC8FR678946

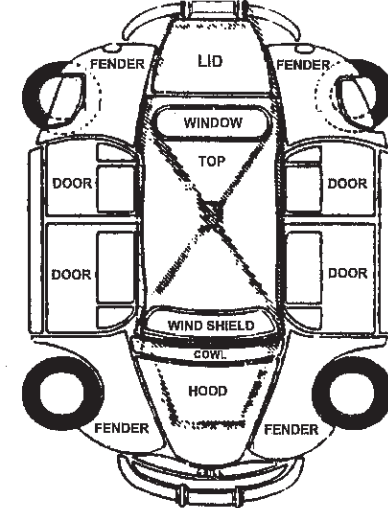
Picked Up: 1128 / Bx 167 Taken to: 2217 Garden Rd

Wrecker Service: _____	\$ <u>200</u>	<input type="checkbox"/> ACCIDENT	<input type="checkbox"/> SL	<input type="checkbox"/> AL
Dolley: _____		<input type="checkbox"/> STOLEN	<input type="checkbox"/> MC	<input type="checkbox"/> ML
Clean Up: _____		<input type="checkbox"/> PRISONER	<input type="checkbox"/> FB	<input type="checkbox"/> RS
Winch/Extraction: _____		<input type="checkbox"/> ABANDONED	<input type="checkbox"/> SF	<input type="checkbox"/> RM
Impoundment: _____		<input type="checkbox"/> H.F.D.	<input type="checkbox"/> AC	<input type="checkbox"/> DPS
Transfer: _____		<input type="checkbox"/> H.C.	<input type="checkbox"/> BC	<input type="checkbox"/> PLPD
Mileage: _____		<input type="checkbox"/> BEL.	<input type="checkbox"/> HC	
Working & Labor: _____		<input checked="" type="checkbox"/> CUS.REQ.	<input type="checkbox"/> FUSD	
Other Charges: _____		<input type="checkbox"/> P.P.	<input type="checkbox"/> Precinct #	
TOTAL: _____	\$ _____	<input type="checkbox"/> OTHER	<input type="checkbox"/> HPD	

I am aware that service to my car may result in damage because of existing conditions and will assume full responsibility for such damage.
I authorize _____ to remove this vehicle from my property.
State # _____ Tow # _____
Signature of Owner or Agent _____ County # _____ City ID # _____

☐ TRUCK ☐ VAN ☐ CAR ☐ OTHER

Not Responsible for Doorlock damage due to Slimjim



Houston Print Factory: 713.433.5282 - Fax 713.434.1485

DRIVER TDLR #: #6 28318
CITY #: _____ STATE #: _____
ATTENTION CUSTOMER: YOU ARE BEING NOTIFIED IN ACCORDANCE TO THE MOTOR VEHICLE LAWS SECTION 70.001-70.008 THAT YOU VEHICLE MAY BE SUBJECT TO REPOSSESSION FOR RETURNED CHECKS SUCH AS INSUFFICIENT FUNDS, ACCOUNT CLOSED, STOP PAYMENT, OR STOLEN CHECKS. THIS ALSO APPLIES TO CREDIT CARDS CHARGE BACK OR CREDIT CARDS STOP PAYMENTS. YOU WILL BE LIABLE FOR THE COST OF ANY REPOSSESSIONS LIENS OR OTHER INCURRED EXPENSES.
PAID BY: ☐ CHECK # _____
☐ ON ACCOUNT DRIVERS LIC. _____
☐ ☐ ☐ CVV #: _____ ZIP: _____
☐ Cash Exp Date: _____
SIGNATURE: _____



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.8.

11/14/2023

Nominating Committee for the Sick Leave Pool

In accordance with the applicable provisions of the County's Sick Leave Pool Policy, the results of the drawing of names of five department heads, who are listed below, and who shall each appoint one member of the Sick Leave Pool to serve on the Nominating committee of the Sick Leave Pool, is hereby certified.

NAMES OF SELECTED DEPARTMENT HEADS:

1. Kyle Teat-Chief Juvenile Probation Office
2. Justin Gilbert- District Court 412th
3. Cathy Sbrusch - Health Department
4. Chad Bradshaw - District Court 300th
5. Martin Vela - Fire Marshal



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.9.

11/14/2023

New Position - Constable Precinct 2

Per Constable Precinct 2, Willie Howell, please consider combining two (2) paid reserve deputy positions, #1848 and #1887, into one (1) full time deputy constable, grade 36. This request is for the general fund and will require additional funding of \$62,755 for salary and benefits.



DEPUTY REQUEST

WILLIE HOWELL
Constable

MIKE FULTON
Chief Deputy

ANNA ZEPEDA
Office Manager



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Position's Requested - Defined

Deputy Constable – Grade 36 up to Step 7

Accountable to the Constable of the Brazoria County Constable's Department Pct. 2 by performing the following duties.

Example of Duties:

- Performs patrols of designated areas of the precinct; performs traffic control as necessary.
- Transports juvenile offenders from juvenile court; processes documentation regarding transportation.
- Performs warrant service; contacts defendants to advise them on the disposition of outstanding traffic warrants.
- Provides judicial officer duties and court room security for the justice of the peace courts; maintains order; makes arrests in court; aids attorneys, plaintiffs and defendants within the court.
- Receives documents from courts, law firms and the general public; performs data entry prior to distribution for service.
- Executes all civil processes issued by the courts.
- Conducts seizures with property owners, attorneys, landlords and other parties.
- Conducts traffic stops; issues citations or warnings; responds to stranded motorists.
- Assists in emergency situations by participating with the command center.
- Serves as a liaison with local, state and federal law enforcement and/or criminal justice agencies.
- Works with school groups and civic groups as necessary.
- Interviews witnesses, victims and suspects.
- Serves subpoenas, writs and search and arrest warrants.
- Prepares various monthly and annual reports of activities.
- Oversees vehicle maintenance, radio and computer programming or updates.
- May serve on special committees or task forces as assigned.

Qualifications:

MINIMUM QUALIFICATIONS:

Education, Experience and Training Guidelines:

High school diploma or equivalent; AND five years of law enforcement experience; OR an equivalent combination of education, training and experience as determined by Human Resources.

LICENSE & CERTIFICATION REQUIREMENTS:

Texas Peace Officer license.

TCOLE certification.

Possession of a valid Texas state driver's license.

- You will be required to attend a 20-hour Civil Process course after being hired
- Minimum requirements:
- Be at least 21 years of age.
- Have no more than 20/200 vision that is correctable to 20/20.
- No past convictions for Driving While Intoxicated (DWI or DUI).
- No more than three (3) moving violations within the last 2 years.
- Possess a valid, current Texas Driver's License.
- Not have ANY felony convictions.
- Not have ANY misdemeanor convictions for any offense involving moral turpitude or family violence.
- Be a United States Citizen [born or naturalized] Possess a high school diploma or G.E.D.
- If prior military service, possess an honorable discharge.
- Be prepared to purchase regulation departmental uniforms [a minimum of \$200]
- Have a current, working telephone.

Supplemental Information:

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Work is performed both in an indoor and outdoor work environment. May be exposed to dangerous machinery, potential physical harm, extreme weather conditions, hazardous chemicals and infectious diseases. May be required to climb ladders. May be required to lift and carry items weighing up to 200 pounds.

Employee List for Precinct 1, Brazoria County Constable's Office

Constable Pct. 1 Employee Information	
David Thacker	Constable
Jeremy Burch	Chief Deputy Constable
Richard Riden	Sergeant Deputy Constable
Jeffery Dodson	Deputy Constable
Leonard Bustos	Deputy Constable
William Morrison	Deputy Constable
Steven Wade	Deputy Constable
Gilbert Soriana	Deputy Constable - <i>Speciality Courts</i>
Courts	
David Crawford	Deputy Constable - Part Time - Parks
Angela Perry	Part Time LE Bailiff
Elizabeth Cope	Part Time LE Bailiff
Paid Reserves	
Evan Bissett	Paid Reserve Deputy
Joshua Cosme	Paid Reserve Deputy
Paul Gonzalez	Paid Reserve Deputy
Jonathan Kirk	Paid Reserve Deputy
	Paid Reserve Deputy
Office	
Brittnee Duby	Lead Civil Process Clerk

TOTALS:
7 Full Time Deputies
1 Full Time Deputy - Speciality
3 Part Time Deputies
5 Paid Reserve Deputies
1 Full Time Office
17 Total Employees
15 Active Employees
(9 Full Time // 8 Part Time)
2 Vacant Positions

Employee List for Precinct 2, Brazoria County Constable's Office

Constable Pct. 2 Employee Information	
Willie Howell	Constable
Mike Fulton	Chief Deputy Constable
James Ellis	Sergeant Deputy Constable
Gale Froberg	Deputy Constable
Eduardo Vargas	Deputy Constable
Juanita Segura	Deputy Constable
Courts	
Gregory Nowlin	Bailiff / Building Security
Michael de Jongh	Part Time LE Bailiff
Ronnie Eaton	Part Time LE Bailiff
Paid Reserves	
John Cantu	Paid Reserve Deputy
Rick Cary	Paid Reserve Deputy
Keith Majors	Paid Reserve Deputy
Office	
Anna Zepeda	Office Manager
Wendy Johnson	Civil Clerk
Jane Cantu	Part Time Warrant Clerk

TOTALS:
6 Full Time Deputies
1 Full Time Court Building Security Deputy
2 Part Time Bailiff Deputies
3 Paid Reserve Deputies
2 Full Time Office
1 Part Time Office
15 Total Employees
15 Active Employees
(9 Full Time // 6 Part Time)
0 Vacant Positions

Employee List for Precinct 3, Brazoria County Constable's Office

Constable Pct. 3 Employee Information	
Charles "Buck" Stevens	Constable
Carlos Bustos	Chief Deputy Constable
Gregory Hernandez	Sergeant Deputy Constable
Ramon Trevino	Deputy Constable
Paul Elton	Deputy Constable
Rachel Houston	Deputy Constable
Andrea Leija	Deputy Constable
James Lambert	Deputy Constable - MUD 16
Courts	
Ricky Hubbard	Part Time LE Bailiff
Bryan Bondzinski	Part Time LE Bailiff
Petronilo "Sonny" Esquivel	Part Time LE Bailiff
Paid Reserves	
Carlos Baez	Paid Reserve Deputy
James Coe	Paid Reserve Deputy
Marcos Davis	Paid Reserve Deputy
Steven Medellin	Paid Reserve Deputy
Alexander Watkins	Paid Reserve Deputy
Office	
Dimple Patel	Lead Civil Process Clerk
Kim Morris	Civil Process Clerk

TOTALS:
7 Full Time Deputies
1 Full Time Deputy - Contract MUD
3 Part Time Bailiff Deputies
5 Paid Reserve Deputies
2 Full Time Office
18 Total Employees
(10 Full Time // 8 Part Time)
0 Vacant Positions

Employee List for Precinct 4, Brazoria County Constable's Office

Constable Pct. 4 Employee Information	
James Brawner	Constable
Jon Baker	Chief Deputy Constable
Tyler Freudensprung	Sergeant Deputy Constable
John Squyres	Deputy Constable
Timothy Crober	Deputy Constable
Todd Duke	Deputy Constable
Aaron Wagner	Deputy Constable
Ryan Bradberry	Deputy Constable - <i>Speciality Courts</i>
Sebastian Kwitowski	Deputy Constable - Pomona
Joshua Reed	Deputy Constable - Pomona
Rodney Koy	Deputy Constable - Pomona
Cody Gardner	Deputy Constable - Lakes of Savana
Jose Garza	Deputy Constable - Part Time - Lakes of Savana
Kylie Ross	Deputy Constable - Part Time
Courts	
Michael Manes	Bailiff / Building Security
MacDonald Akheituame	Part Time LE Bailiff
	Part Time LE Bailiff
Paid Reserves	
Sharon Arnold	Paid Reserve Deputy
Office	
Dawna Truitt	Lead Civil Process Clerk
Shanelle Henson	Civil Process Clerk
Sharon Arnold	Part Time Clerk - Warrants

TOTALS:	
8 Full Time Deputies	
4 Full Time Contract Deputy	
1 Part Time Contract Deputy	
1 Part Time Deputy	
1 Paid Reserve Deputy	
1 Full Time Court Building Security Deputy	
2 Part Time Bailiff Deputies	
2 Full Time Office	
1 Part Time Office	
21 Total Employees	
(15 Full Time // 6 Part Time)	
1 Vacant Position	

Explanation for the New Positions Requested

As the smallest Constable's Department within the county, our three (3) fulltime deputies are often required to work long extended service days, ending in many hours of overtime as well as added stress and fatigue. While our primary mission is to still professionally serve all civil and criminal court papers with diligences, the fact is our county is growing and with it our department must evolve to keep up with the every changing and more demanding issues of law enforcement. Today our department is called upon more and more to enforce all local, state and federal laws within our community as well as various requests from departments within our county.

Holidays and Special Events

- Our deputies are out at every major event and holiday with support on the main roadways within Brazoria County. This includes being directly asked by DPS to assist with their traffic taskforce on July 4th weekend, motorist assists, as well as officers assisting with Pct. 1 Constable, and Sheriff's Department in beach event weekends.
 - Memorial Day Weekend
 - July 4th Weekend
 - Labor Day Weekend
 - Jeep Event Weekend
 -
 - Various other large events that cause extreme traffic on our main roadways

Brazoria County Sheriff's Department and surrounding local agencies Assists

- Agencies often call upon us to not only assist in supporting their deputies/officers, but also take calls as the lead deputy. Constable Howell has made it extremely clear our department will assist anywhere and anyway that we are needed. Currently this includes but not limited to:
 - Minor accident scenes
 - Alarm calls for both residence and business
 - General calls in the county that need immediate assistance
 - Active disturbances
 - BCSO will dispatch us to the calls as they do their deputies
 - Transport of prisoners

Road and Bridge Security Service

- We are called upon by Brazoria County Road and Bridge to assist their roadcrews with security detail while they perform their work duties. Often these events come with extreme emotions by the resident of Brazoria County. Issues develop extremely fast, too quick to call a deputy after the fact. Having a Constable there is a smart and much needed request for the safety of all involved. These requests have come in from all over the county, not just within our precinct 2 area, often lasting entire day or longer. With our limited staff, we often struggle to perform our normal daily functions, and end up working after hours, adding overtime costs to the already limited budget.

Traffic Complaints in the area

- We continually get traffic complaints from concerned citizens, especially within the Silverlake Subdivision area. Over the past year these complaints have begun to come in more often as the roads are widened with the county growth, allowing for more traffic on the once tiny county roads. Often, these complaints are transferred to us from the Sheriff's Department. With each complaint we contact via the telephone or with personal contact to learn more about the issue. Often, we dispatch our traffic Speed Awareness Monitors (SAM) trailers and develop Close Patrols in the area while monitoring the situation.

Voting location security

- For the past several elections, the County Clerk has reached out and requested security at all of the polling locations within our precinct. This includes the extended early voting hours, weekends, and of course the election day itself. These hours are long and with our limited staff we struggle to cover all the requested times by the voting staff volunteers and employees. In the future this duty will most likely be a mandated function of the Constable Departments in the State of Texas.

Juvenile Department

- With a Juvenile department office in our Manvel office, recently we have had more requests to assist them with hostile individuals that they deal with. While we have a building security bailiff, these events often occur for long hours and spur of the moment which require more than one deputy, which cause us to pull our already limited deputies off their normal duties.

City of Danbury and Danbury ISD

- With only one officer for the entire school district, we assist their School Resource Officer (Chief) daily with various tasks throughout the entire year.
 - Help cover the High School, Intermediate, and Elementary schools when needed
 - General traffic control within the city
 - Close patrol within the city limits to assist their only officer (Chief)

DPS Weigh Station

- When DPS activates their weight station on State Highway 288, our deputies are called to direct traffic to and from the station. While this service is not asked often, when it does, it removes a deputy for several hours up to the entire day.

Tax Office

- When an individual's payment is declined at the tax office, Precinct 2 is the agency that goes out county wide to hunt down these individuals to get their payment updated.

Environmental Complaints

- With assist the Environmental department with any possible complaint that they feel law enforcement service is needed.

Overtime Hours

- With the limited staff, our deputies are constantly working overtime hours, which causes added stress and fatigue. With the various service requests growing, this issue will only get worst. Having another Patrol Constable Deputy would greatly reduce the overtime, which in turn will provide a safer work environment for each deputy.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.10.

11/14/2023

Re-Grade Positions - Engineering

Upon request by the Brazoria County Engineer, Matthew Hanks, please approve the re-grades for positions #838 and #835. These positions absorbed duties from the Inter-Local Agreement Coordinator position, #839 which had been vacant since November 9, 2022 and was dissolved during the FY 2024 Budget.

Position Number 838, Engineer's Administrative Assistant from a grade 32, step 8 to an Administrative/Interlocal Coordinator, grade 33, step 9

Position Number 835, Engineering Budget Coordinator from a grade 36, step 8 to an Office Manager/Budget Coordinator, grade 37, step 9

These re-grades will require additional funds, as these increases were not previously funded with the FY 2024 budget.

Dept	Descr	Fund	Position	Descr	Current Budget Amount	Grade	Step	ID	Last Hire Dare	Current Annual	New Grade	New Annual	Diff.	Percent Diff.
75000	Engineer's Off.	20000	835	Office Mgr/Budget Coordinator	65,589	36	8	13002	8/6/2007	65,589	37	69,524	3,935	6%
75000	Engineer's Off.	20000	838	Admin. Asst./Interlocal Coord.	51,954	32	8	15548	11/17/2016	51,954	33	55,071	3,117	6%
75000	Engineer's Off.	20000	839	Interlocal Coordinator	(43,511)	32	2							

Position 839 was dissolved during the FY 2024 Budget process



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.11.

11/14/2023

New Position - Sheriff's Office

Please consider approval of a new investigator position for the Gulf Coast Auto Crimes Task Force; this is in conjunction with the agreed to Interlocal Agreement between Brazoria County and with the State of Texas and Galveston County in court order _____ dated November 14, 2023.

The salary for the position will be 100% grant funded. Brazoria County will be responsible for up to \$36,331.00 in fringe benefits as described within the Interlocal Agreement.

Terms of the agreement will end on August 31, 2024 and the position will be dissolved on that date unless the agreement is renewed.

Interlocal Agreement
State of Texas

This Agreement is entered into by and between the County of Galveston, a political subdivision of the State of Texas, hereinafter referred to as “**County**” and the County of Brazoria, a political subdivision of the State of Texas situated in Brazoria County, Texas, hereinafter called “**Brazoria County**” pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, the County of Galveston and County of Brazoria have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of \$1,223,641.00 for the Gulf Coast Auto Crimes Task Force, and,

WHEREAS, the Brazoria County has agreed to contribute the total of \$39,931.00 in matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the County and Brazoria County believe it to be in their best interests to continue a multijurisdictional MVCPA Task Force; and

WHEREAS, the County and Brazoria County agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1.01 The purpose of this Agreement is to allow the County (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as Exhibit “A” and made a part hereof for all purposes.

ARTICLE II. TERM

2.01 The term of this Agreement is to commence on September 1, 2023 and to end August 31, 2024.

ARTICLE III. CONSIDERATION

3.01 As consideration for this Agreement, the Brazoria County (sub-grantee) agrees to contribute a total of \$39,931.00 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Agent Benefits (Brazoria County employee)	\$36,331.00	Fringe paid by Brazoria County in lieu of match (Professional and Contractual Services)
Fuel for Agent’s Vehicle (Brazoria County employee)	\$2,400.00	In-Kind Match by Brazoria County (Supplies and Direct Operating Expenses)
Maintenance/Insurance for Agent’s Vehicle (Brazoria County employee)	\$1,200.00	In-Kind Match by Brazoria County (Supplies and Direct Operating Expenses)

ARTICLE IV. ALLOCATION OF FUNDS

4.01 The specific allocation of the County and Brazoria County fund is set out in the attachment to this Agreement, marked as **Exhibit "A"**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5.01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6.01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII. LEGAL CONSTRUCTION

7.01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII. UNIFORM ASSURANCES

8.01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment- Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization 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 on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

Child Support Obligation- Grantee represents and warrants that it will include the following clause in the award documents for every sub-award and subcontract and will require sub-recipients and contractors to certify accordingly: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Clean Air Act & Federal Water Pollution Control Act- Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules and Requirements- Grantee represents and warrants that it will comply, and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

Contract Oversight- Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contract Work Hours & Safety Standards Act- Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Cybersecurity Training Program- Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act- Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

Debarment and Suspension- Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Debts and Delinquencies- Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan- Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law- Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & Private Foundations- Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution- The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties- Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation- Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

Funding Limitation- Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

Governing Law & Venue- This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

Indemnification- to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.

Law Enforcement Agency Grant Restriction- Grantee on behalf of Gulf Coast Auto Crimes Task Force is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

Legal Authority- Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

Lobbying Expenditure Restriction- Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

No Conflicts of Interest State- Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

No Waiver of Sovereign Immunity- The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

Open Meetings- Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Texas Public Information Act- Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Reporting Compliance- Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant- Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

Reporting Suspected fraud and Unlawful Conduct- Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit- The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring- Grantee represents and warrant that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that subaward performance goals are achieved.

ARTICLE IX. FINANCIAL ADMINISTRATION

9 .01 In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting- Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records- Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control- Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control- Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost- Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation- Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management- Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant- All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period- Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes.

ARTICLE X. COMPLIANCE

10.01 Grantee and subgrantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and subgrantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management- The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

- (1) Reviewing financial and performance reports required by the local government.
- (2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

ARTICLE XI. ENTIRE AGREEMENT

11.01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2023.

County of Galveston by:

Mark Henry, County Judge

Date Signed

ATTEST:

Dwight D. Sullivan, County Clerk

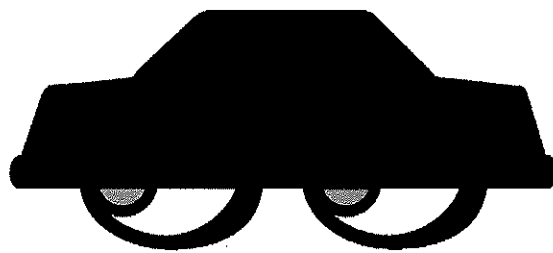
County of Brazoria by:

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

Date Signed

ATTEST:

Joyce Hudman, Brazoria County Clerk



Watch Your Car

Motor Vehicle Crime Prevention Authority

Galveston County Taskforce Grant Negotiation for Fiscal Year 2024

The Application was submitted by Mark Henry at 8/16/2023 10:17:11 AM and is now locked.
The confirmation Number is 2023081600229.

Primary Agency / Grantee Legal Name: *Galveston County*
Organization Type: *Law Enforcement*
Organization ORI (if applicable): *TX0840000: GALVESTON CO SO*

Program Title Please enter a short description of the proposed program that can be used as the title.
Galveston County Auto Crimes Task Force

Application Category (See **Request for Applications [RFA]** for category details and descriptions RFA Priority Funding Section):

MVCPA Program Category (see **RFA** and TAC 43, 3 §57.14). Check all that apply.

- Law Enforcement, Detection and Apprehension
- Prevention, Anti-Theft Devices and Motor Vehicle Registration
- Reduction of the Sale of Stolen Vehicles or Parts
- Education Programs and Marketing

Taskforce Grant Participation and Coverage Area

Provide a General Description of the Participating and Coverage Area of this Grant Application

Galveston County Auto Crimes Task Force covers Galveston, Brazoria, Matagorda, and Southern Harris County areas including participating agencies Galveston and Brazoria County Sheriff's Offices, Galveston and La Marque Police Departments. We conduct 68-A inspections, respond to complaints and assist on investigations for all coverage areas. The geographical area has a population growth during the summer time. Our analyst offers support not only statewide, Federal Agencies and internationally upon request.

Define in the tables below the grant relationships and geographic area of the taskforce:

Applicant will add the participating and coverage agencies from the ORI list below. If an agency is not in the ORI list, please include the agency and role in the general description above. Make sure to follow the definitions below and select an agency in the dropdown. Use the *Add as Participating Agency* or *Add as Coverage Agency* button to populate the list.

Participating Agencies are agencies that materially participate in the grant application through the exchange of funds for reimbursement and cash match. Participating agencies are defined after the grant award by interlocal/interagency agreements. Each applicant must select their own agency first. Then select agencies that will receive or provide funding and/or resources. [Note: Interlocal/interagency agreements do not need to be submitted with the application. Interlocal agreements will need to be executed prior to the first payment being made if selected for a grant. Letters of support with the application from the participating agencies are strongly recommended.]

Coverage Agencies are agencies that provided some level of coverage, assistance or support by this grant application but will not materially exchange funds as cash match or reimbursement. The coverage is not supported by an after the award with interlocal/interagency agreements. Coverage agencies as law enforcement agencies may have jurisdictional coverage agreements unrelated to the grant (Ex. City Y is within County X or vice versa). Agencies selected in this list include agencies that will be covered or where the agency indicates that their agency will coordinate or call upon the taskforce. Letters of support with the application from the participating agencies are strongly recommended.

Participating Agencies	Coverage Agencies
TX0200000 BRAZORIA CO SO (MIP)	TX0200100 ALVIN PD
TX0840000 GALVESTON CO SO	TX0200200 ANGLETON PD
TX0840400 GALVESTON PD	TX0200300 CLUTE PD
TX0840700 LA MARQUE PD	TX0200400 DANBURY PD

TX0200500 FREEPORT PD
 TX0200800 LAKE JACKSON PD
 TX0200900 MANVEL PD
 TX0201000 PEARLAND PD(MIP)(IBR)
 TX0201100 RICHWOOD PD
 TX0201200 SWEENEY PD (AE)
 TX0201400 WEST COLUMBIA PD
 TX0201700 ALVIN COMMUNITY COLL PD
 TX0201800 BRAZORIA PD
 TX0201900 BROOKSIDE VILLAGE PD
 TX0202700 JONES CREEK PD (AE)
 TX0202800 SURFSIDE BEACH PD
 TX0202900 OYSTER CREEK PD
 TX0203200 ALVIN ISD PD
 TX0203300 ANGLETON ISD PD (AE)
 TX0203500 COLUMBIA-BRAZORIA ISD PD
 TX0840200 DICKINSON PD
 TX0840300 FRIENDSWOOD PD (AE)
 TX0840500 HITCHCOCK PD
 TX0840600 KEMAH PD
 TX0840800 LEAGUE CITY PD
 TX0840900 TEXAS CITY PD
 TX0841000 UTMB-GALVESTON PD
 TX0841200 TX A&M GALVESTON PD (AE)
 TX0841900 JAMAICA BEACH PD (AE)
 TX0842100 SANTA FE PD
 TX0842200 BAYOU VISTA PD
 TX0842300 COLL OF THE MAINLAND PD
 TX0842800 Santa Fe ISD PD
 TX0843100 GALVESTON ISD PD
 TX1610000 MATAGORDA CO SO
 TX1610100 BAY CITY PD
 TX1610200 PALACIOS PD
 TX1610900 BAY CITY ISD PD

• **Other Coverage** (Use if ORI not listed or explanation is necessary.):

Galveston Port Police Department ORI TX0842400, University of Texas UTMB TX0841000, Port of Freeport (Vehicle exports moved to Freeport from Galveston, Equipment imports/Exports remain in Galveston) No ORI

Resolution: Complete a Resolution and submit to local governing body for approval. *Sample Resolution* is found in the Request for Application or send a request for an electronic copy to grantsMVCPA@txdmv.gov. The completed and executed Resolution must be attached to this on-line application.

Grant Budget Form

MVCPA recommends that the applicant complete the total costs (MVCPA and Cash Match combined) for this program. The applicant can then enter the desired amount of Cash Match (not less than 20% per TAC Title 43, Â§57.36). The system will then calculate the correct grant and match amounts.

Budget Entry Option:

Enter MVCPA and Cash Match Amounts

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	\$379,580	\$24,620	\$404,200	
Fringe	\$0	\$144,189	\$144,189	
Overtime	\$56,937	\$0	\$56,937	
Professional and Contract Services	\$278,603	\$112,152	\$390,755	
Travel	\$22,960	\$0	\$22,960	
Equipment	\$144,000	\$0	\$144,000	
Supplies and Direct Operating Expenses (DOE)	\$60,600	\$0	\$60,600	\$51,600
Total	\$942,680	\$280,961	\$1,223,641	\$51,600
Cash Match Percentage		29.80%		

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
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Personnel

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
Lt/Commander (Position #401)	Investigator/LEO	100	\$89,366	\$8,210	\$97,576	
Investigator (Position #404)	Investigator/LEO	100	\$82,115	\$4,500	\$86,615	
Investigator (Position #405)	Investigator/LEO	100	\$78,159	\$5,770	\$83,929	
Investigator (Position #402)	Investigator/LEO	100	\$78,159	\$4,540	\$82,699	
Analyst (Position #403)	Crime Analyst/LE Professional	80	\$51,781	\$1,600	\$53,381	
Total Personnel		480	\$379,580	\$24,620	\$404,200	
Fringe						
Lt/Commander (Position #401)	Investigator/LEO		\$0	\$33,225	\$33,225	
Investigator (Position #404)	Investigator/LEO		\$0	\$30,644	\$30,644	
Investigator (Position #405)	Investigator/LEO		\$0	\$29,952	\$29,952	
Investigator (Position #402)	Investigator/LEO		\$0	\$29,690	\$29,690	
Analyst (Position #403)	Crime Analyst/LE Professional		\$0	\$20,678	\$20,678	
Total Fringe			\$0	\$144,189	\$144,189	
Overtime						
Lt/Commander (Position #401)	Investigator/LEO		\$13,405	\$0	\$13,405	
Investigator (Position #404)	Investigator/LEO		\$12,317	\$0	\$12,317	
Investigator (Position #405)	Investigator/LEO		\$11,724	\$0	\$11,724	
Investigator (Position #402)	Investigator/LEO		\$11,724	\$0	\$11,724	
Analyst (Position #403)	Crime Analyst/LE Professional		\$7,767	\$0	\$7,767	
Total Overtime			\$56,937	\$0	\$56,937	
Professional and Contract Services						
Galveston PD - Sr Police Officer	Investigator/LEO - personnel	100	\$87,374	\$3,504	\$90,878	
Galveston PD - Sr Police Officer	Investigator/LEO - fringe	100	\$0	\$38,153	\$38,153	
Galveston PD - Sr Police Officer	Investigator/LEO - overtime	100	\$12,721	\$0	\$12,721	
La Marque PD - Detective	Investigator/LEO - personnel	100	\$71,822	\$7,602	\$79,424	
La Marque PD - Detective	Investigator/LEO - fringe	100	\$0	\$26,562	\$26,562	
La Marque PD - Detective	Investigator/LEO - overtime	100	\$10,773	\$0	\$10,773	
Brazoria County Sheriff's Office - Detective	Investigator/LEO - personnel	100	\$83,403	\$2,220	\$85,623	
Brazoria County Sheriff's Office - Detective	Investigator/LEO - fringe	100	\$0	\$34,111	\$34,111	
Brazoria County Sheriff's Office - Detective	Investigator/LEO - overtime	100	\$12,510	\$0	\$12,510	
Total Professional and Contract Services		900	\$278,603	\$112,152	\$390,755	
Travel						
MVCPA Meetings & Workshop	Administrative In-state		\$1,640	\$0	\$1,640	
Advanced/Specialized Auto Theft Training	Training In-State		\$4,920	\$0	\$4,920	
TAVT1	Training In-State		\$6,560	\$0	\$6,560	
MVCPA Conference	Training In-State		\$6,560	\$0	\$6,560	
Other Investigative Training	Training In-State		\$820	\$0	\$820	
Other Investigative Training	Training Out-of-State		\$820	\$0	\$820	
Investigations	Law enforcement In-State		\$820	\$0	\$820	
Investigation	Law enforcement Out-of-State		\$820	\$0	\$820	
Total Travel			\$22,960	\$0	\$22,960	
Equipment						
Trucks (3)			\$135,000	\$0	\$135,000	
Computer			\$4,000	\$0	\$4,000	

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
Printers (for vehicles)			\$5,000	\$0	\$5,000	
Total Equipment			\$144,000	\$0	\$144,000	
Supplies and Direct Operating Expenses (DOE)						
Service Contracts (Hardware/Software)			\$17,500	\$0	\$17,500	
Fuel			\$0	\$0	\$0	\$19,200
Vehicle Maintenance			\$3,000	\$0	\$3,000	\$8,400
Wireless Communications			\$7,000	\$0	\$7,000	
Administrative Supplies			\$1,000	\$0	\$1,000	
Operating Supplies			\$6,000	\$0	\$6,000	
Training			\$3,600	\$0	\$3,600	
Make Ready			\$21,000	\$0	\$21,000	
Towing			\$1,500	\$0	\$1,500	
Utilities/Building Maintenance/Alarm			\$0	\$0	\$0	\$24,000
Total Supplies and Direct Operating Expenses (DOE)			\$60,600	\$0	\$60,600	\$51,600

Budget Narrative

A. Personnel

Personnel: Lt/Commander (Galveston County Sheriff's Office): Commander supervises daily operations of the Task Force including strategy development and case assignment/review. Maintains communication with the Project Director, investigators, and office personnel. The Unit Commander stays in contact with the County Auditor and Purchasing Agent to ensure compliance with the appropriate state and county regulations. Commander provides both tactical and strategic analytical support to all local, county, state, and federal agencies. Commander coordinates with the Analyst concerning appointments, travel, training, and monitoring grant and financial records. Attends and conducts peace officer training and public awareness programs as needed. 100% assigned to Auto Crimes Task Force. Investigators (Galveston County Sheriff's Office): Conduct investigations, both pro-active (self-initiated) and reactive; operates both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. Assist all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. 100% assigned to Auto Crimes Task Force. Analyst (Galveston County Sheriff's Office): Performs intelligence analysis including research, crime mapping, link analysis, VIN decoding, secondary identification methods, and any other vehicle-related requests for local, state, and federal investigators. 80% assigned to Auto Crimes Task Force. Personnel not listed in funding tables includes 1 part time reserve deputy assigned to the Auto Crimes Task Force. Their duties may include: conducting investigations, both pro-active (self-initiated) and reactive; operating both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. No grant funds requested for salaries; nor matches used in grant application; however, some costs may be incurred to provide training or equipment necessary to conduct ACTF business. Note: Salaries listed are based on current amounts (with respect to percentage of time spent on Auto Crimes Task Force grant activities) with a 5% buffer included to account for any potential COLAs or increases for the coming fiscal year. Cash match amounts reflected include Law Enforcement Career Path Program costs (for sworn personnel) as follows: Certification Pay (based on level of certification as follows: \$75 per month for intermediate certification; \$100 per month for advanced certification; and \$150 per month for master certification); and Longevity Pay: \$10.00 per each year of time in service per month. Also included is a one-time bonus of \$2,000 per employee typically given to County employees in the second pay period in November if approved for FY2024.

B. Fringe

Fringe: Cash Match Amounts reflected above include the following benefits for all county employees with respect to percentage of time spent on Auto Crimes Task Force grant activities and at their current rates: Pension -Texas County District and Retirement System (TCDRS) at 11.87%; Alternate Plan (County does not participate in Social Security) at 7.84675%; Medicare at 1.450%; Unemployment Insurance at 0.15993%; Health Insurance at \$795/month. Overtime costs were included in these fringe amounts.

C. Overtime

Overtime funds requested were calculated at time and half for 8 hours per employee per pay period. Overtime funds would be used to conduct special operations and activities and would be approved by the Commander on a case by case basis. These funds could offset some of the time off and man-power shortages frequently experienced due to comp time accrual overages.

D. Professional and Contract Services

Galveston Police Department (Sr Police Officer): Conduct investigations, both pro-active (self-initiated) and reactive; operates both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. Assist all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. 100% assigned to Auto Crimes Task Force. The Galveston Municipal Police Association and the City of Galveston are currently negotiating a new Collective Bargaining Agreement. GPD Salary total calculated at current base with a potential 2% COLA although it is unknown at this time if there will be any changes; plus the following Cash Match for incentive pay: Certification Pay (based on TCOLE certification - Intermediate: \$100/month; Advanced: \$167/month; and Masters: \$208/month); Longevity Pay (\$50 /month); and Education Pay (based on degree held from nationally accredited college or university - Associates: \$75/month; Bachelors: \$200/month; Masters: \$250/month). GPD Benefits/Fringe Cash Match include: Pension (18%); Social Security (6.20%); Medicare (1.450%); Health Insurance (\$926/month); Dental Insurance (\$24/month); and Life Insurance (\$15/month). GPD overtime

Budget Narrative

requested for FY 2024 calculated at time and half for 8 hours per pay period and are included in Fringe Cash Match amounts. La Marque Police Department (Detective): Conduct investigations, both pro-active (self-initiated) and reactive; operates both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. Assist all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. 100% assigned to Auto Crimes Task Force. The La Marque Municipal Police Association and the City of La Marque are entering the final year of their Collective Bargaining Agreement in FY 2024. LMPD Salary total calculated at current rate for last employee assigned to the task force, (although a new employee will fill the post in FY 2024); plus the following Cash Match for incentive pay: Certification Pay: up to \$205/month; Longevity Pay: \$642 one-time annual payment received in November; an Equipment Allowance: \$85/month; Detective Pay: \$200/month; and a phone stipend of \$90/month. LMPD Benefits/Fringe Cash Match include: Pension (14.29%); Social Security (6.20%); Medicare (1.450%); and Health Insurance (\$554.36/month). LMPD overtime requested for FY 2024 calculated at time and half for 8 hours per pay period and are included in Fringe Cash Match amounts. For FY 2024 we are asking for one additional investigator position. This detective would be assigned from the Brazoria County Sheriff's Office as we have seen a tremendous increase in requests for assistance in Brazoria County. Brazoria County Sheriff's Officer (Detective): Conduct investigations, both pro-active (self-initiated) and reactive; operates both overtly and covertly as deemed necessary by the Commander. Attends and conducts peace officer training. Conducts public awareness programs as directed. Serve as liaison to assigned districts sharing and gathering information related to motor vehicle crimes. Assist all local, county, state, and federal agencies when requested related to Auto Crimes Task Force stated mission assignments. 100% assigned to Auto Crimes Task Force. Brazoria County Sheriff's Office Salary calculated at current amounts with the potential for a 5% COLA although it is unknown at this time whether there will be any changes; plus the following Cash Match for incentive pay: Certification Pay (\$150/month); and Longevity Pay (\$35/month). BCSO Benefits/Fringe Cash Match include: Medicare (1.45%); Unemployment Insurance (.15%); Medical/Dental HRA (\$1,000/month); Health Clinic (\$40/month); Pension -Texas County District and Retirement System (TCDRS) at 13.10%; Alternate Plan (County does not participate in Social Security) at 2.9002%; 401(h) Retiree Annuity (1.5%); Life Insurance (1.30%); Long Term Disability (.65%); Retired Lives Reserve (1.27%); Waiver of Premium Disability (.10%); and Workers Comp (.10%). BCSO overtime requested for FY 2024 calculated at time and half for 8 hours per pay period and are included in Fringe Cash Match amounts.

E. Travel

The current per diem rate for the county is \$45 per day and the mileage rate is in conjunction with the IRS standard mileage rate. Each investigator assigned by contract will follow the travel policies of their home agencies respectively and will invoice ACTF for reimbursement of travel costs incurred. It is unknown if the per diem rate for the county will change (\$45 per day rate has not changed in at least 18 years). An average general per diem of \$55 per day used in below calculations. Administrative (In-State): ACTF anticipates travel to MVCPA Board Meetings and/or grant workshop quarterly for Commander and Analyst. Estimated total \$1,640: (calculated as an overnight stay 4 times per year: \$150/night x 2 people - \$1,200 hotel; plus per diem: \$55/day x 2 people x 4 times = \$440). Training: Travel expenses following are listed schools and others as yet to be announced to expand the level of training and knowledge of personnel assigned to Auto Crimes Task Force. Advanced/Specialized Auto Theft (In-State) \$4,920: (locations not determined yet for FY 2024 but calculated for 3 employees to attend each: \$150/night x 3 people x 4 nights x 2 classes = \$3,600; plus per diem: \$55/day x 3 people x 4 nights x 2 classes = \$1,320). TAVTI -Texas Association of Auto Theft Investigators (In-State) \$6,560: (Dallas, FY 2024 estimated funds include: 8 hotel rooms at \$150/night for 4 nights - \$4,800; per diem: \$55/day x 4 days x 8 people = \$1,760). MVCPA Conference (In-State) \$6,560 (location not yet determined for FY 2024 but calculated for 8 hotel rooms at \$150/night for 4 nights - \$4,800; per diem: \$55/day x 4 days x 8 people = \$1,760). Investigative Training (In-State) \$820: (could include New Detective and Criminal Investigator Training; Interview and Interrogation Training, etc. and will be scheduled locally where available. Calculated at 2 hotel rooms for \$150 twice per year; per diem \$55/day x 2 people x 2 classes = \$220 in case non-local travel necessary for investigative training opportunities). Investigative Training (Out-of-State) \$820: (not determined at this time but calculated at 2 hotel rooms for \$150 twice per year; per diem \$55/day x 2 people x 2 classes = \$220 in case non-local travel necessary out-of-state such as NICB or other training opportunities). Investigative (In-State) \$820: (not determined at this time but calculated at 2 hotel rooms for \$150 twice per year; per diem \$55/day x 2 people x 2 times = \$220 in case of in-state travel needed to conduct investigation or follow up on leads (non-training funds). Investigative (Out-of-State) \$820: (not determined at this time but calculated at 2 hotel rooms for \$150 twice per year; per diem \$55/day x 2 people x 2 times = \$220 in case of out-of-state travel needed to conduct investigation or follow up on leads (non-training funds) in Louisiana or in another state.

F. Equipment

Trucks (3): requesting to replace 2 existing agents' vehicles and purchase one new vehicle due to the newly added position. Two trucks to be replaced are older, high mileage trucks. Estimated cost of \$45,000 per truck for 4x4 pickups to be able to tow and access difficult terrains, including beaches. Computer (1): if our new detective position is approved, we will need to purchase a computer. Estimated cost of \$4,000. Printers for trucks (8): Printers for trucks would allow for investigators to be able to issue 68A forms from the field. Estimated cost of \$625 for each of the investigators, commander and the LPR truck totals \$5,000

G. Supplies and Direct Operating Expenses (DOE)

Service Contracts: \$17,500 for Software Licensing and Maintenance costs - \$11,500 to renew annual contract with Vigilant Solutions for Law Enforcement Archival and Reporting Network (LEARN) and National Vehicle Location System (NVLS) access to LPR data (including private data) and Facial Recognition System; Software Licensing and Maintenance costs of \$3,000 to CovertTrack to renew annual contract to access mapping for tracking devices; Hardware Maintenance Contract annual renewal with Vigilant Solutions for \$3,000 to provide upgrades to the existing License Plate Reader camera system. Fuel: The county and cities provide fuel for ACTF vehicles including investigator vehicles and LPR. All amounts shown as in-kind match are based on estimate of \$200/month. Quarterly expenditure reports will document actual match by each entity. Vehicle Maintenance: \$3,000 to cover any cost for maintenance or repair to bait vehicles (bait car, cargo trailer, all-terrain vehicles and personal water craft); License Plate Reader vehicle; ACTF Polaris UTV; and ACTF crime prevention trailer; and \$8,400 In-Kind from the County and Cities to repair and maintain agent's vehicles (7 total) estimated at \$1,200/agent. Wireless Communications: \$7,000 including cell phones used by ACTF staff \$360/month totaling \$4,320; cellular data telemetry link in bait car \$50/month totaling \$600, and \$160 to purchase new phone for new detective. Also includes costs of Insight app to be added to each phone to allow ability to TCIC/NCIC data from cell phones in the field at \$20/phone per month totaling \$1,920. Administrative Supplies: \$1000 for Routine office supplies, paper, batteries for electronics, audio/videotapes, and blank CDs/DVDs, etc. These items assist personnel to perform efficiently and professionally. Operating Supplies

Budget Narrative

\$6,000: Estimated \$3,000 for Departmental Supplies such as cleaners and degreasers for use in identifying vehicles/parts, small hand tools, VIN etching supplies; finger print supplies; and other items used by Auto Crimes Task Force Agents in the course of their assigned duties; and \$3,000 for Crime Prevention Supplies to allow the purchase and replenishment of popular give-away promotional items. Training: \$3,600 to allow for training opportunities to attend Texas Association of Vehicle Theft Investigators (TAVTI) conference at \$200/person for 8 people; one person to attend a local arson investigation training at \$500; and \$1,500 to allow for any other investigative training opportunities that may arise. Make Ready: \$21,000 - estimated at \$7,000 each for installing 3 new agent vehicles with lights, sirens, antennas, tint, tool boxes, etc. and de-installation costs of current equipment from the 2 existing vehicles to be traded. Towing \$1,500 Auto Crimes Task Force utilizes our car hauler for most recoveries, however, some circumstances necessitate the use of a contract wrecker service. It is estimated that these instances should not exceed \$1,500 in towing fees. Utilities/Building Maintenance/Alarm: In-kind match shown for County provided utility services (electrical, water, sewer, garbage disposal, etc.) and maintains/repairs the building for the Auto Crimes Task Force. 24-hour monitoring and call-out service for our office building (alarm systems) are also provided by Galveston County. Cost of utilities estimated at \$2000/month, however quarterly expenditure reports will document actual utility bill amounts.

Revenue

Indicate Source of Cash and In-Kind Matches for the proposed program. Click on links to go to match detail pages for entry of data.

Source of Cash Match

Galveston County	Grantee	\$168,809
City of Galveston	Subgrantee	\$41,657
City of La Marque	Subgrantee	\$34,164
Brazoria County	Subgrantee	\$36,331
Total Cash Match		\$280,961

Source of In-Kind Match

Galveston County	Grantee	\$40,800.00
City of Galveston	Subgrantee	\$3,600.00
City of La Marque	Subgrantee	\$3,600.00
Brazoria County	Subgrantee	\$3,600.00
Total In-Kind Match		\$51,600.00

Statistics to Support Grant Problem Statement

Reported Cases	2021			2022		
	Motor Vehicle Theft (MVT)	Burglary from Motor Vehicle (BMV)	Fraud-Related Motor Vehicle Crime (FRMVC)	Motor Vehicle Theft (MVT)	Burglary from Motor Vehicle (BMV)	Fraud-Related Motor Vehicle Crime (FRMVC)
Galveston County	766	1,628	15	731	1,687	8
Brazoria County	485	1,186	9	581	1,452	6

Application Narrative**Grant Introduction (Executive Summary) and General Information**

- 1.1 Briefly describe the organization and program operation. Provide a high level summary to the application and how it will affect the local community. (500 words or less)

Galveston County is the grantee and is governed by county commissioners' court. The court appointed Galveston County Sheriff to oversee this project. Galveston County Auto Crimes Task Force command structure has a Director (appointed by Sheriff), Commander, Assistant Commander, Analyst and four Investigators. The task force follows the command structure of the Sheriff's Office.

Galveston County Auto Crimes Task Force is a multi-agency/multi-county and multi-jurisdictional task force with extensive training in auto theft and vehicle financial fraud. The task force coordinates responses both pro-actively and re-actively to multifaceted motor vehicle crimes throughout the region. Motor vehicle crimes are often tied to organized crime and patterns of crime that require the task force to proactively communicate across jurisdictional boundaries. Economic enterprises and individuals sustaining illegal behavior, including theft by fraud, are causing harmful losses to Texas communities.

Galveston County Auto Crimes Task Force proposes to reduce auto crimes throughout Galveston and Brazoria counties and the surrounding areas by collaborating with law enforcement agencies within Galveston/Brazoria counties and the surrounding counties by conducting covert operations, surveillance, vehicle identification, agency assistance, and intelligence sharing.

Crime mapping and analytical research is an integral part of fighting the varied array of criminal enterprises across multiple jurisdictions. We develop strategies and utilize crime statistics to assign personnel to operations to pro-actively combat thefts and burglaries of motor vehicles/parts. We utilize available resources (license plate reader, bait vehicles, and covert/undercover equipment) to target and reduce the rate of burglaries of motor vehicles/parts and thefts of motor vehicles. Investigators also work re-

actively, investigating assigned follow up cases from participating agencies to help identify prolific offenders and potential suspects and/or actors. We further conduct vehicle inspections for port operations and DMV 68-A forms.

Galveston County Auto Crimes Task Force will conduct vehicle theft/burglary of a vehicle/Catalytic converter public education/awareness events that will influence the community to safeguard their vehicles and personal property through the use of practical prevention methods.

Galveston County Auto Crimes Task Force provides an Analyst who assists officers from any requesting Local, County, State, or Federal Agency.

Task Force funding is crucial to combat, burglary of motor vehicles/parts, theft of motor vehicles, boat theft, boat trailer theft, and heavy equipment crimes within the coverage areas and the Port of Galveston and Port of Freeport in Brazoria county.

- 1.2 Describe the taskforce governing, organization and command structures. Include a description of the nature of support and agreements that will be in place if the grant is awarded. Provide any details unique to the taskforce organization or geographical target area. Describe whether any part of this grant will be directed to serve a specific target population (or subset of the community)?
- Galveston County Auto Crimes Task force is governed by Galveston County Commissioners' Court which has assigned Galveston County Sheriff as being responsible for task force operations. Galveston County Sheriff has designated a Galveston County CID Captain as Director of the task force. The Director assigned a Galveston County Sheriff's Office CID Lieutenant as the Commander of the task force.*

Galveston County Auto Crimes Task Force is a multi-agency/multi-county task force which has interlocal agreements with participating agencies. These agencies agreed to set conditions in the agreement to participate.

Galveston County Auto Crimes Task Force covers all of Galveston County law enforcement agencies including State, and Federal agencies. We further cover southern Harris County agencies, Brazoria County agencies and Matagorda County by request. We also include the Port of Galveston (Galveston County) and Port of Freeport in Brazoria County.

Galveston County Auto Crimes Task Force provides an Analyst who is 80% funded by MVCPA. The remaining 20% funding is carried by the Sheriff's Office to allow analytical assistance to other divisions in the Galveston County Sheriff's Office outside the realm of auto theft/burglaries to automobiles. It should be noted that while not fully dedicated to GCACTF or MVCPA, due to funding shortages statewide, this analyst is also providing assistance to other MVCPA funded task forces as well as to any requesting Local, County, State or Federal Agency. Some of the operational costs listed in this grant application are used to provide this statewide assistance as well.

Galveston County Auto Crimes Task Force only targets criminal populations and/or hotspots and areas as identified through crime mapping and analysis, or upon request by law enforcement agencies within our coverage area.

Grant Problem Statement

- 2.1 Provide an assessment of the burglary from a motor vehicle (including theft of parts) problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

Galveston County Auto Crimes Task Force provides full service to Galveston County (population 362,556 per reports for 2022) Brazoria County (population 388,181 per reports for 2022). (Note: Summer population triples in Galveston and Brazoria Counties). Additionally, Southern Harris and Matagorda counties are served on a request basis. Brazoria County Sheriff's Office is requesting to join Galveston County Auto Crimes Task Force and have been included on the FY24 application to make Galveston County Auto Crimes Task Force multi-Agency and multi-County for the region.

Two areas in the counties have seen dramatic increases in burglaries of motor vehicles, jugging, which we intend to address. The north end of Galveston County and eastern Brazoria County is ever-growing in population and retail businesses creating a target rich environment; and the tourist industry in the southern part of Galveston County and Brazoria County has seen record increases since the growth of the economy. Both areas have increased incidents of violence associated with motor vehicle crimes due to inflation.

Galveston County and Brazoria County suffered losses of 7.5 million dollars in 2022 due to motor vehicle burglaries and catalytic converter thefts. Victims also suffer an array of losses well beyond economic, such as lost time, lost business, and lost wages and overall diminishment of community well-being. In CY 2022, there were (Galveston County) 1,687 (Brazoria County 1452) burglaries of motor vehicles/catalytic converters/thefts of other parts with a total value loss of \$7,583.824 and an average loss \$2,416.00 (FBI) per incident.

Since 2022 (3,139) compared to 2021 (2,814) there has been a 10.91% increase in vehicle burglaries/theft of parts and catalytic converter thefts in Galveston and Brazoria Counties, but Northern parts of the counties have drastically increased. These increases are attributed to lack of public awareness. Joining forces and collaborating with other state and local law enforcement agencies can help significantly. Providing local law enforcement training may assist in the decline of vehicle part thefts and burglaries. Galveston and Brazoria Counties have experienced incidences of violence associated with motor vehicle crimes. Much of this is due to increased gang activity throughout the region. There are multiple trends occurring which involve motor vehicle burglaries/parts (Catalytic converters), including victim assisted crime; organized crime; gang crime, firearms being stolen; drug related; assorted frauds and vehicle thefts from dealerships.

- 2.2 Provide an assessment of the motor vehicle theft problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

Since 1993 GCACTF has provided full service targeting vehicle thefts in Galveston County (population 362,556 per reports 2022). Brazoria County (population 388,181 per reports 2022). Additionally, Brazoria, Southern Harris and Matagorda counties are served on a request basis. Recently there has been an increase in requests from Brazoria County agencies which has them requesting to join Galveston County Auto Crimes Task Force.

Galveston, Southern Harris, Brazoria, and Matagorda Counties have reported increases in motor vehicle thefts. There are multiple trends occurring which involve motor vehicle thefts including victim assisted crime; organized crime; drug related; trafficking in humans and narcotics; theft of rental cars through fraud; gang motor vehicle thefts, chop shops; internet scams; and dealership burglaries and theft of vehicles. In CY 2022 there were 731 Galveston County vehicle thefts totaling \$6,495,666.00 and Brazoria County motor vehicle thefts 581 totaling \$5,162,766.00, with an average loss of \$8,886.00 (FBI) bringing the total loss due to motor vehicle theft, burglary of motor vehicles, and Catalytic converters in Galveston and Brazoria Counties to \$11,658,432.00.

The City of Galveston and southern Brazoria County typically experience a significant increase in motor vehicle thefts in the summer months (Summer population increases in both counties). This can almost surely be attributed to the increase in visitors due to the beaches and tourism industry combined with schools being on summer break. The international seaport in Galveston/Freeport has increased vehicle import/export traffic involving human trafficking, narcotics, and U.S. Currency. We have seen a increase in stolen heavy equipment being hauled to the southern border to be taken out of the United States of America.

Galveston and Brazoria Counties reported approximately 1,312 incidents of motor vehicle thefts. in 2022. While 2021 MVT (1,251) compared to 2022 (1,312) a 4.76% increase for 2022, current trends so far for CY 2022 are showing spikes in thefts in Galveston and Brazoria counties.

The auto theft issue defies all boundaries: jurisdictional, political, geographical or administrative. Because of the changing trends and complexity of the issue, the auto theft fight requires the cooperation, collaboration, and involvement of many stakeholders including the State of Texas. As the vehicle theft landscape continues to evolve, so must the search for innovative solutions to combat the activities of determined vehicle thieves.

- 2.3 Provide an assessment of the fraud-related motor vehicle crime problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

Galveston County Auto Crimes Task Force has always worked assorted frauds involving vehicles. Certain types of fraud are increasing like title fraud from vehicles being stolen from dealerships which are then vin switched to sell with a bogus title. The vehicle is listed on various social media sites and a sale is made for thousands of dollars. The targeted victims are usually immigrants due to them dealing in cash. We have seen financial fraud from wrecker services selling vehicles, insurance fraud, Odometer fraud, and identity fraud and synthetic identity sales.

- 2.4 Provide an assessment of motor vehicle crime not covered above like insurance fraud, preventing stolen vehicles from entering Mexico, bridge/port stolen vehicle export crime, disruption of cartels and organized criminal enterprises related to motor vehicle crime, etc...

Galveston County Auto Crimes Task Force has worked operations involving various gang organizations conducting thefts at numerous motor vehicle dealerships throughout Galveston and surrounding counties. The actors will go look at a vehicle and either copy keys or switch out key fobs to later return and steal the vehicle. Once they steal the vehicle they will list it on social media for sale and sell it before the dealership even knows it is stolen. They may also use it to go across the southern border for human smuggling or narcotic transport, commit other crimes, strip it for parts, or conduct a vin switch on it to resell. We have conducted inspections and recovered vin switches at the international ports on vehicles and heavy equipment. These vin switches are also related to insurance fraud cases involving vehicles.

Grant Goals and Activities

There are two parts to this section: 1) Functions of Proposed Program and 2) Goals Strategies and Activities (GSA). In the following boxes, describe the functions of the proposed program and then complete a fillable form called GSA.

MVCPA programs must completely describe the actions, methods and tactics that law enforcement and civilian staff will perform for each of the categories below. Describe the reliance on technology or other program elements to solve the problem statement above and goals below. Functions must be detailed and consistent with the requested budget. If a grant is awarded, funds expended towards activities not described in this section will result in the reimbursement being denied.

Part 1

- 3.1 Functions of the proposed program related to burglary from a motor vehicle (including theft of parts)

Through increased communication and collaboration with law enforcement agencies and interaction directly with citizens and civic groups, along with increased visibility through the LPR and crime prevention displays, we shall see a renewed reduction in the numbers of motor burglaries. Increased TCOLE training for officers should increase awareness of burglary interdiction to have a positive impact.

Approaches

Functions Of Proposed Project

Operations and services are provided to all law enforcement agencies and citizens of Galveston County, and to areas outside of Galveston County on a request basis.

Since 2007, GCACTF has continually thought outside the box to enact new and innovative programs to combat motor vehicle burglary/parts. Investigators are specially trained in vehicle identification and investigations, cell phone examinations and standard and electronic surveillance measures, in addition to traditional burglary investigation methods. Our experience originated before the first task force was ever formed. The ABTPA concept originated in Galveston County and we were one of the first projects in 1993. GCACTF was the first to have a stripped vehicle display, crime prevention trailer, and has hosted five grantee conferences. We have also hosted four International Law Enforcement Conferences with a focus on vehicle and marine theft. GCACTF was one of the first programs to initiate bait vehicle operations. We also operate a highly successful LPR program. GCACTF strives to be at the forefront of technical advances in vehicle theft interdiction and have incorporated crime analysis and crime mapping to streamline operations and resources effectively.

Actions

Galveston County Auto Crimes uses various combinations of the following eight methods to combat burglary of motor vehicles and parts:

- 1) *Investigation:* Officers funded under MVCPA generally operate in specialized units that require both proactive and reactive experience in motor vehicle burglary/parts investigative skills. The officers examine reports, review intelligence, develop leads and witnesses, identify offenders, identify and track criminal organizations, and develop sources of information from victims, informants and community members.
- 2) *Analysis:* Galveston County Auto Crimes Task Force employs an Analyst who provides analytical support to investigators and assists officers from any requesting Local, County, State, and Federal Agencies. She utilizes available resources to provide crime mapping, analytical research, strategies and statistics to identify trends and areas with high rates of burglaries of motor vehicles/parts and assists investigators with research to identify prolific offenders and potential suspects and/or actors involved with burglaries of motor vehicles.
- 3) *Identification:* Motor vehicle burglary and theft investigators receive specialized training to identify vehicles and parts of vehicles. Certain title transactions require these specially trained officers to certify the proper vehicle identification number prior to completion. This skill is critical to not only establishing the elements of motor vehicle crime for prosecution purposes but also in recovering vehicles/parts and clearing cases. The specialized skill in vehicle identification is often used to assist other departments and agencies in critical moments. The specialized training and skill set promoted by MVCPA allows task force officers the means to identify most manufactured vehicles and trailers and their parts.
- 4) *Collaboration:* GCACTF collaborates across local, state and federal departments and jurisdictions to identify criminal enterprises. Additionally, task forces are seeing motor vehicle burglary/parts with highly organized criminal networks using illegal methods to convert the vehicles into economic value through title fraud, insurance fraud, or exportation. The MVCPA funded task force works across all levels of government and across all boundaries to be effective in reducing motor vehicle burglary/parts.
- 5) *Motor Vehicle Business Support:* Task force conducts inspections of salvage yards, recycling centers, rebuilders and other motor vehicle related businesses. When vehicle parts are identified the task force works with local businesses to identify and interrupt the criminal network that brought the stolen items into the system. The task force also works to shut down illegal operations that render stolen motor vehicle parts, which are often referred to as "chop shops". These illegal operations undermine legitimate businesses throughout the state.
- 6) *Port Coordination:* GCACTF coordinate efforts along the port of Galveston to interdict criminal networks moving stolen vehicles and parts to and from the country. The port (HAMOC) monthly team meetings discussions coordinated by Homeland Security, have increased the communication between jurisdictions where vehicles are stolen and/or parted out for international transport through ports. Not all stolen vehicles are taken to Mexico. The coordination promoted by GCACTF/Homeland Security has helped agencies think more regionally to solve motor vehicle theft/parts.
- 7) *Technology:* Task force Investigators have developed sophisticated techniques to identify and arrest offenders who burglarize and steal motor vehicles/parts. The task force uses bait cars and trailers, license plate readers, surveillance equipment, and tracking equipment when authorized by courts. This technology and the expertise needed to successfully utilize it is critical to GCACTF task force to decrease incidents of thefts/burglaries and meet the statutory measures to increase recoveries of stolen vehicles/parts; increase clearance of cases; and increase arrests.
- 8) *Identify Prolific Offenders:* The task force works diligently to identify prolific offenders. Many motor vehicle burglary/parts and theft cases are committed by the same individuals or groups. GCACTF works with Texas Department of Criminal Justice-Office of Inspector General and other law enforcement agencies and utilizes a law enforcement confidential system, FUGINET (a database of inmate and parolee information) to conduct roundups of parolees convicted of motor vehicle burglary/parts and theft. FUGINET provides special coordinated access to incarcerated persons, and intelligence gathering specially crafted for motor vehicle burglary/parts and theft.
- 9) *Communication and collaboration:* GCACTF spends a great deal of effort in communicating with each other, other law enforcement agencies, vehicle manufacturers, and our communities. We work with command structures and regional DPS Crime Information Centers on receiving and providing intelligence. The task force issues BOLOs (be-on-the-lookouts) through the TCIC/NCIC centers and direct communications. The task force uses all communication means necessary, including social media platforms, to clear cases, arrest offenders and recover vehicles and property.

The following services are provided to participating agencies within Galveston County, as well as to the agencies in our coverage area when requested:

Conduct investigations regarding auto burglaries, including stripped vehicles/parts, salvage switch parts, insurance fraud, and assorted fraud cases.

Provide direct and indirect investigative assistance to all law enforcement agencies regarding burglaries of vehicles/parts.

Provide assistance regarding patterns of criminal activity relating to burglaries of motor vehicle/parts.

Provide investigative assistance in any criminal activity committed in conjunction with burglaries of motor vehicles/parts to include gang activity, narcotics trafficking, etc.

Provide assistance to citizens and law enforcement agencies concerning complaints regarding burglaries of motor vehicles (this may include implementing operations, conducting surveillance and/or using bait to combat the activity)

Conduct inspections of vehicle related businesses (recycling facilities, storage facilities, tow yards, salvage dealers, etc.) to ensure compliance with appropriate state and federal statutory and regulatory laws/rules. Additionally, ACTF will provide assistance in the investigation of citizen complaints involving Vehicle Storage Facilities in coverage area.

Assist requesting law enforcement agencies in coverage area regarding the execution of search warrants, arrest warrants, motions to revoke probation, and parole revocations regarding burglaries of motor vehicles.

Provide analytical assistance to all requesting law enforcement agencies pertaining to burglaries of motor vehicles.

Provide instructors and/or speakers to area civic organizations, school districts, Citizen Police Academies, In-service training, and Basic Police Academies, and law enforcement agencies in the areas of crime prevention and probable cause development regarding burglaries of motor vehicles.

Provide electronic and technical equipment and assistance to requesting law enforcement agencies relating to burglaries of motor vehicles.

Assist in processing of recovered stolen evidence/parts related to burglaries of motor vehicles and/or provide assistance/training to requesting agencies regarding the processing of recovered evidence/parts.

Provide On-Call Agent 24 hours a day/7 days a week to assist law enforcement agencies in coverage area regarding burglaries of motor vehicles.

3.2 Functions of the proposed program related to motor vehicle theft.

Changing trends in our area dictate that we must place a higher priority on crime prevention education and training initiatives, combined with crime analysis and mapping to reinforce operations targeting vehicles left with keys in them. Partnerships and presentations to apartments and neighborhood watch associations; homeowners associations; local businesses; and citizens police and sheriff's academy associations are made to educate and assist in crime prevention. Galveston County Auto Crimes Task Force will increase communication and training of crime prevention to law enforcement personnel. We will continue the increased visibility through static display of stripped vehicle displays.

Approaches

Functions Of Proposed Project

Since 1993 the GCACTF has continually thought outside the box to enact new and innovative programs to combat motor vehicle theft. Currently ACTF agents are specially trained in vehicle inspections/investigations, cell phone examinations and standard and electronic surveillance measures, in addition to traditional auto theft investigative methods. Operations and services are provided to all law enforcement agencies and the citizens of Galveston County as well as the counties serviced on a request basis. Our experience originated before the first task force was ever formed. The ABTPA concept originated in Galveston County and we were one of the first projects in 1993. GCACTF was the first to have a stripped vehicle display, crime prevention trailer, and has hosted four grantee conferences. We have also hosted four International Law Enforcement Conferences with a focus on vehicle and marine theft. GCACTF was one of the first programs to initiate bait vehicle operations. We also operate a highly successful LPR program. GCACTF strives to be at the forefront of technical advances in vehicle theft interdiction and has incorporated Crime analysis and crime mapping to streamline operations and resources effectively. Members of our task force remain vigilant in the fight against motor vehicle theft.

Actions

The task force uses various combinations of the following eight methods to combat motor vehicle theft:

1) Investigation: Officers funded under MVCPA generally operate in specialized units that require both proactive and reactive experience in motor vehicle theft investigative skills. The officers examine reports, review intelligence, develop leads and witnesses, identify offenders, identify and track criminal organizations, and develop sources of information from victims, informants and community members.

2) Analysis: Galveston County Auto Crimes Task Force employs an Analyst who provides analytical support to investigators and assists officers from any requesting Local, County, State, and Federal Agencies. She utilizes available resources to provide crime mapping, analytical research, strategies and statistics to identify trends and areas with high rates of vehicle thefts and assists

investigators with research to identify prolific offenders and potential suspects and/or actors involved with motor vehicle thefts and associated gateway crimes. She regularly assists other MVCPA task forces and DPS auto theft investigators with secondary VIN locations, VIN decoding, rebuilding VINs and cross-referencing vehicles and components for positive identification of altered, burned, stolen and partially identified vehicles for investigations and 68A inspections.

3) Identification: Motor vehicle burglary and theft investigators receive specialized training to identify vehicles. Certain title transactions require these specially trained officers to certify the proper vehicle identification number prior to completion. This skill is critical to not only establishing the elements of motor vehicle crime for prosecution purposes but also in recovering vehicles and clearing cases. The specialized skill in vehicle identification is often used to assist other departments and agencies in critical moments. The specialized training and skill set promoted by MVCPA allows task force officers the means to identify most manufactured vehicles and trailers as well as ATVs, boats, and heavy equipment.

4) Collaboration: GCACTF collaborates across local, state and federal departments and jurisdictions to identify criminal enterprises. Additionally, task forces are seeing motor vehicle theft cases with highly organized criminal networks using illegal methods to convert the vehicles into economic value through title fraud, insurance fraud, or exportation. The MVCPA funded task force works across all levels of government and across all boundaries to be effective in reducing motor vehicle theft.

5) Motor Vehicle Business Support: Task force conducts inspections of salvage yards, recycling centers, rebuilders and other motor vehicle related businesses. When stolen vehicles are identified the task force works with local businesses to identify and interrupt the criminal network that brought the stolen items into the system. The task force also works to shut down illegal operations that render stolen motor vehicles and parts, which are often referred to as "chop shops". These illegal operations undermine legitimate businesses throughout the state.

6) Port Coordination: GCACTF coordinate efforts along the port of Galveston to interdict criminal networks moving stolen vehicles to and from the country. The port (HAMOC) monthly team meetings discussions coordinated by Homeland Security, have increased the communication between jurisdictions where vehicles are stolen. Not all stolen vehicles are taken to Mexico. The coordination promoted by GCACTF/Homeland Security has helped agencies think more regionally to solve motor vehicle theft.

7) Technology: Task force Investigators have developed sophisticated techniques to identify and arrest offenders who and steal motor vehicles. The task force uses bait cars and trailers, license plate readers, surveillance equipment, and tracking equipment when authorized by courts. This technology and the expertise needed to successfully utilize it is critical to GCACTF task force to decrease incidents of motor vehicle thefts and meet the statutory measures to increase recoveries of stolen vehicles; increase clearance of cases; and increase arrests.

8) Identify Prolific Offenders: The task force works diligently to identify prolific offenders. Many motor vehicle theft cases are committed by the same individuals or groups. GCACTF works with Texas Department of Criminal Justice-Office of Inspector General and other law enforcement agencies and utilizes a law enforcement confidential system, FUGINET (a database of inmate and parolee information) to conduct roundups of parolees convicted of motor vehicle theft. FUGINET provides special coordinated access to incarcerated persons, and intelligence gathering specially crafted for motor vehicle theft.

9) Communication: GCACTF spends a great deal of effort in communicating with each other, other law enforcement agencies, vehicle manufacturers, and our communities. We work with command structures and regional DPS Crime Information Centers on receiving and providing intelligence. The task force issues BOLOs (be-on-the-lookouts) through the TCIC/NCIC centers and direct communications. The task force uses all communication means necessary, including social media platforms, to clear cases, arrest offenders and recover vehicles and property.

The following services are provided to participating agencies within Galveston County, as well as to the agencies in our coverage area when requested:

Conduct investigations regarding commercial auto theft in coverage area to include stripping operations, salvage switch operations, and insurance fraud cases.

Provide direct and indirect investigative assistance to requesting law enforcement agencies regarding carjacking and vehicle arson incidents.

Provide assistance regarding patterns of criminal activity relating to vehicle crimes including unauthorized use of a motor vehicle, theft of motor vehicles including trailers, ATVs, 4 wheelers, boats/personal watercraft, and heavy equipment.

Provide investigative assistance in any criminal activity involving the use of stolen vehicles to include gang activity, narcotics trafficking, smuggling of persons and/or property, etc.

Assist citizens and law enforcement agencies concerning complaints regarding new and used car dealers in coverage area

Inspect vehicle related businesses (recycling facilities, storage facilities, tow yards, salvage dealers, etc.) to ensure compliance with appropriate state and federal statutory and regulatory laws/rules. Additionally, ACTF will provide assistance in investigation of citizen complaints involving vehicle related business

Inspect in-bound and out-bound vehicles and heavy equipment at Port of Galveston and Port of Freeport in cooperation with the US Customs Service. Inspections will include Cargo Containers and RORO ships being used to export vehicles through the Port of Galveston and Port of Freeport.

Assist law enforcement agencies in coverage area regarding execution of search warrants, arrest warrants, motions to revoke

probation, and parole revocations regarding vehicle crimes and other violations involving persons with a history of engaging in vehicle crimes.

Provide analytical assistance to all requesting law enforcement agencies pertaining to vehicle crimes, organized criminal activity, and crimes involving serious bodily injury/death or the potential for serious bodily injury/death to any person [i.e. sexual assaults, kidnapping, murder, and serial offenses]

Provide instructors and/or speakers to area civic organizations, school districts, and law enforcement agencies in the areas of crime prevention, probable cause development regarding vehicle crimes, citizen police academies, in-service training, and basic police academies.

Provide electronic and technical equipment and assistance to requesting law enforcement agencies relating to vehicle crimes.

Assist in processing of recovered stolen vehicles for evidence recovery where the recovering agency does not have sufficient personnel or additional circumstances exist limiting available personnel. ACTF will provide training to requesting agencies regarding the processing of recovered vehicles.

Provide on-call agent 24 hours a day / 7 days a week to assist requesting law enforcement agencies with investigating auto theft and/or surveillance of located vehicles, interviewing and processing of persons arrested in motor vehicle crimes, Lo-Jack tracking of stolen vehicle

3.3 Functions of the proposed program related to fraud-related motor vehicle crime (such as title and registration fraud)

Galveston County Auto Crimes Task Force will continue taking referrals of title fraud, registration fraud, Insurance fraud, Odometer fraud, Vin fraud including vin switches and vin cloning, and identify fraud sales and synthetic identity sales cases. We will also work with TxDMV Investigators in reference to fraudulent cases which are referred to GCACTF.

Approaches

- 1) Galveston County Auto Crimes Task Force will contact the the surrounding tax offices and assist them in any fraud related crimes reported.
- 2) We will pursue title and registration fraud cases which come in on 68-A inspections which leaves unsuspecting victims due to dealing in cash sales.
- 3) Vin switches and vin cloning will be pursued which are located in 68-A inspections.
- 4) Identity fraud and synthetic fraud cases reported will be investigated.
- 5) Odometer fraud cases will be investigated which are referred by Tax offices.

Actions

All fraud cases will be investigated by Investigators which are referred or reported.

3.4 Functions of the proposed program related to preventing motor vehicle crime (motor vehicle theft, burglary from a motor vehicle and fraud-related motor vehicle crime)

Stunning Theft Trends Continue To Close In On Near Record Highs

Vehicle theft data, provided by the National Crime Information Center (NCIC) and analyzed by NICB, indicates over 745,000 vehicles have been stolen in the first three quarters of 2022, with over 250,000 having been reported to law enforcement since the end of June. This is a 24% increase compared to this same time period in 2019. If this trend continues, totals could exceed one million stolen vehicles nationally by the end of the year and surpass pre-pandemic highs by more than 100,000 stolen vehicles. (NICB, DES PLAINES, IL, November 2, 2022)

To reduce motor vehicle crime the task force will spend a great deal of time and effort conducting prevention and public awareness programs. We communicate with citizen and neighborhood groups and home owners associations, make appearances and presentations with our LPR, stripped vehicle display or crime prevention trailer at stock shows, county fairs, civic organizations, racing events, social media, and other public events; and provide public service announcements all in an effort to harden citizen targets against motor vehicle crimes through increased education and awareness. The task force provides brochures, give-aways and other printed material with MVCPA logos and Galveston County Auto Crimes Task Force identifiers for reference.

3.5 Functions of the proposed program for other motor vehicle crimes investigations and activities consistent with the statutory requirements (preventing stolen vehicles from entering Mexico, stopping illegal export of stolen vehicle from bridge/ outbound port operations, disruption of cartel or organized criminal enterprises using stolen motor vehicles or fraud related motor vehicle crime, insurance fraud, etc...)

The techniques utilized will be as follows:

Investigation:

Investigators will conduct investigations into proactive and reactive crimes by writing reports, examine reports, review and provide

Intelligence briefings, develop leads and witnesses, identify offenders and networks, identify and track organize criminal organizations, inform prosecutors and other agencies, develop sources of information from victims, informants and community members. These methods will result in recovered motor vehicles, arrest of actors, and clearance of active cases.

Identify vehicles:

Specialized trained auto theft investigators will use contacts and databases through the National Insurance Crime Bureau to identify vehicles which have been altered and unidentifiable. This collaborative effort will help in title transactions, motor vehicle crime prosecution, and recovery of stolen vehicles where criminals have worked to remove, conceal or change the vehicles identity.

Communicate and collaborate across jurisdictions:

Galveston County Auto Crimes Task Force perform investigations across local, state, jurisdictions. Investigators collaborate with local, state, federal law enforcement agencies, vehicle manufactures, industry professionals, and TxDPS crime information centers. If crime patterns or suspects are identified the information is shared through intelligence briefings. Communication and Collaboration through the International Association of Auto Theft Investigators and Texas Association of vehicle theft Investigators, and Auto Burglary Theft prevention Authority has improved the effectiveness of the Task Forces to identify new trends by criminal enterprises.

Identify prolific offenders:

Prolific offenders are identified through analyzing data and offense reports, witness statements and intelligence briefings. Once identified it is found that prolific offenders commit a large proportion of thefts or burglaries of motor vehicles. Through collaboration with other agencies it can reduce thefts and burglaries of motor vehicles.

Technology:

Advancement in technology for bait vehicles, trailers, computer systems, and GPS trackers have giving the edge to law enforcement with this specialized surveillance equipment. These systems have increase the clearance rate of cases, recoveries of vehicles, and arrest of actors.

Port Enforcement:

Port inspections are crucial part of reducing auto theft from crossing international borders. Vehicles are transported to the international sea ports to be exported by Criminal organizations. These vehicles can be stolen containing U.S. Currency, weapons, and narcotics. Coordination and collaboration with Customs and U.S. Coast Guard have reduced the impact of such crimes by stopping the export of such items.

Public awareness and crime prevention

Educational and informational classes are put on throughout the year to educate the consumers on auto theft and motor vehicle burglary prevention.

- 3.6 Collaboration Effort -- Describe the taskforce method to collaborate, and not duplicate existing activities. Describe the cross boundaries regional approach to grant activity implementation. Describe how the applicant staff and jurisdiction will coordinate with other taskforces and law enforcement agencies to implement this program.

Galveston County Auto Crimes Task Force investigators are assigned liaison areas throughout Galveston County and into surrounding and adjacent territories. Each area has several cities in the assignment. We conduct daily briefings to evaluate the current trends of motor vehicle burglary/parts and motor vehicle theft cases.

We will collaborate with participants including detectives and crime analysts from virtually each agency in our coverage area, and further covering the entire southeast region of Texas. ACTF and other MVCPA task forces and auto theft units in our region utilize this media to communicate activities in adjacent coverage areas, share intelligence, overlapping investigations, 68-A's for all adjacent counties and any requests for assistance. This collaboration method is invaluable in the fight against motor vehicle burglary/parts and motor vehicle theft.

We further have periodic briefings with our in-house NICB Agent. They notify us of activities and trends they see/work in surrounding areas which may cross into our coverage areas. They coordinate meetings, conference calls, and other communications with all affected jurisdictions in order to keep us all notified and corroborating efforts. Additionally, we participate in monthly meetings with Homeland Security (HAMOC) in LaPorte, Texas in reference to port activities involving motor vehicle, heavy equipment, imports and exports.

We will continue to follow up with reporting agencies and recovery agencies when working investigations where vehicle theft/burglaries were reported and/or recovered by another agency. These collaborations are vital to successfully investigate and prosecute.

Our analyst receives requests and provides assistance to other auto theft task forces, investigators, patrol officers, commercial vehicle enforcement officers, US marshals, federal agents, DPS troopers and other local, state, and federal agencies on a daily basis. These Analyst contacts/collaborations are invaluable due to receiving emerging motor vehicle theft trends found though out the State of Texas an beyond.

To prevent overlapping of contiguous taskforces to Galveston county we coordinate and collaborate with the area of jurisdictions. This

is done by email, two way radio, phones and in person meetings. These activities are done on a daily, weekly, monthly basis as needed. We have collaboration meetings in reference to strategies for working complex cases which overlap in other jurisdictions so that overlapping does not occur.

3.7 If the proposed application requests any exceptions or deviation from any general grant rules, RFA conditions or grant administrative policy, please indicate in the section below. Indicate the section of the specific issue and citation that you are asking the MVCPA to consider and the rationale for the request.

None

Part II

Goals, Strategies, and Activities

Select Goals, Strategies, and Activity Targets for the proposed program.

Click on the link above and select the method by which statutory measures will be collected. Law Enforcement programs must also estimate targets for the MVCPA predetermined activities. The MVCPA board has determined that grants programs must document specific activities that are appropriate under each of the three goals. Applicants are allowed to write a limited number of user defined activities.

ID	Activity	Measure	Target
Statutory Motor Vehicle Theft Measures Required for all Grantees.			
1.1.15	Increase the recovery rate of stolen motor vehicles	Report the number of vehicles recovered by taskforce	
1.1.16	Increase the clearance rate of MVTs	Report the number of MVT cases cleared	
1.1.17	Increase the number of persons arrested for motor vehicle theft	Report the number of persons arrested for motor vehicle theft by taskforce	
Statutory Burglary of a Motor Vehicle Measures Required for all Grantees			
2.1.12	Increase the clearance rate of motor vehicle burglaries	Report the number of BMV including parts cases cleared	
2.1.13	Increase the number of persons arrested for motor vehicle burglary	Report the number of persons arrested for burglary by taskforce	
Statutory Fraud-Related Motor Vehicle Crime Measures Required for all Grantees			
8.1.1	Increase the clearance rate of fraud-related motor vehicle crime cases.	Report the number of fraud-related motor vehicle cases cleared	
8.1.2	Increase the number of persons arrested for fraud-related motor vehicle crimes.	Report the number of persons arrested for fraud-related motor vehicle crimes	
Measures for Grantees. Add Target values for those that you will measure.			
1	Goal 1: Reduce the Incidence of Motor Vehicle Theft through Enforcement Strategies		
1.1	Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Motor Vehicle Theft		
1.1.1	Identify groups of auto theft offenders through intelligence gathering, crime analysis and the use of informants	Number of MVT groups identified. Include gangs, cartels or other criminal enterprise with two or more members	6
1.1.2	Identify and document/record prolific MVT offenders [Prolific is defined as "linked to MVT offenses three or more times"]	Number identified/documented offenders	13
1.1.5	Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other). (see 1.3.3 to report the number of vehicles inspected in these businesses)	Number of businesses inspected	0
1.1.6	Conduct bait vehicle operations that target MVT offenders	Number of bait vehicle deployments. Include BMV bait operations here.	20
1.1.8	Deploy license plate readers (LPR)	Number of times LPR deployed. Deploy: If stationary unit then total number of days or partial days unit was operable and on. Mobile unit number of days the unit was on and operable.	60
1.1.9	Respond to taskforce license plate reader (LPR) alert notifications	Number of times investigators responded to taskforce LPR alert notifications regardless of whether vehicle was located	100
1.1.12	Conduct covert operations targeting MVT offenders	Number of covert operations	12
1.1.13	Conduct warrant "round-up" operations targeting motor vehicle crime offenders, including people wanted for MVTs, motor	Number of warrant round-up operations performed for MVT, BMV and FRMVC.	2

ID	Activity	Measure	Target
	vehicle burglaries, theft of vehicle parts and motor vehicle fraud related crime.		
1.1.20	Number of Altered Vehicles Recovered	Report the total number of vehicles recovered with altered Vehicle Identification Number. Note: Please remember that a vehicle recovered must be reported in 1.1.15	10
1.2	Strategy 2: Conduct Collaborative Efforts that Result in Reduction of Incidents of Motor Vehicle Theft		
1.2.1	Provide Agency Assists for MVT and motor vehicle related fraud	Number of agency assists related to MVT. Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.	1000
1.2.2	Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) within the taskforce department(s) where a motor vehicle was used in the commission of the crime (includes identification of vehicles). Include all participating jurisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to MVT. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of motor vehicle theft investigations.	350
1.2.3	Collaborate with all other outside LE agencies and other organizations that assist in the reduction of MVTs. Include all coverage jurisdictions here.	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of MVT. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of MVT theft investigations.	500
1.2.5	Conduct intelligence information-sharing (Personal attendance)	Number of intelligence meetings attended (include attending as presenter, participant or attendee)	50
1.2.6	Conduct intelligence information-sharing (Written information)	Crime analysis bulletins disseminated (include information distributed to law enforcement agencies via text, e-mail, or intra-net communications)	15
1.2.7	Collaborate with other MVCPA taskforces	Number of times collaborated with other MVCPA taskforces that assist in the reduction in MVT, BMV and FRMVC.	35
1.3	Strategy 3: Prevent and Reduce the Incidence of Fraud-Related Motor Vehicle Activities		
1.3.1	Collaborate with agencies relating to investigation and enforcement of vehicle insurance fraud and FRMVC	Number of collaborations	100
1.3.2	Conduct confidential 68(A) inspections (for TxDMV assignment or reassignment of VIN required by Tx Trans. Code §501.032)	Number of vehicles inspected to complete a TxDMV 68A inspection form per TxDMV (VIN assignment, reassignment, bonded title)	150
1.3.3	Conduct VIN verification inspections. (All other reasons except bridge or port)	Number of vehicles inspected by taskforce to identify the vehicles not reported in confidential (68A) or bridge and port sections.	990
1.3.4	Coordinate with TxDMV/Tax Offices relating to investigation and enforcement of fraudulent titles and registration of stolen vehicles	Number of collaborations with TxDMV HQ, TxDMV Regional Service Centers or County Tax Assessor Collector offices.	50
2	Goal 2: Reduce the Incidence of Theft from Motor Vehicles through Enforcement Strategies		
2.1	Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories		
2.1.1	Conduct bait vehicle operations that target vehicle burglary offenders	Number of bait vehicle burglary deployments	20
2.1.2	Identify "prolific BMV offenders" through informants and intelligence [Prolific is defined as "linked to BMV and theft of vehicle parts and accessories offenses three or more times"]	Number of offenders identified	4
2.2	Strategy 2: Conduct Collaborative Efforts that Result in the Reduction of Incidents of Theft From a Motor Vehicle		
2.2.1	Provide Agency Assists BMV.	Number of agency assists related to BMV or stolen parts. Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally	150

ID	Activity	Measure	Target
		does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.	
2.2.2	Collaborate with other units or divisions within the taskforce department(s) (i.e. homicide, vice, narcotics, etc.) where theft of parts occurred in the commission of the crime (includes identification of vehicle). Include all participating jurisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to BMV or stolen parts. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of BMV theft investigations.	70
2.2.3	Collaborate with all other outside LE agencies and other organizations where theft of parts occurred in the commission of the crime (includes identification of vehicle). Include all coverage jurisdictions here.	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of BMV or stolen parts. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of motor vehicle theft investigations.	120
3 Goal 3: Educate/Train Citizens and Qualified Personnel in Detection and Prevention of Motor Vehicle Theft, Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories			
3.1	Strategy 1: Conduct Public Awareness Related Activities Used to Educate Citizens		
3.1.1	Conduct educational outreach events (include trade show, exhibits, booths at community events, vehicle displays, brochures, etc.)	Number of outreaches	12
3.1.2	Conduct educational presentations to the public	Number of presentations. Presentation means in person, on-line, original written document, article, or webpage.	10
3.1.4	Conduct vehicle identification initiative/event	Number of etching events. Include windows, component parts, VIN stamps and catalytic converters.	10
3.1.4.1	Conduct vehicle identification initiative/event	Number of Participants/Attendees (Vehicles Marked)	6
3.1.5	Purchase advertisements in local outlets	Number of advertisements purchased or provided complimentary for taskforce. Include all types of media purchased or provided free (social, tv, utility inserts, billboards, transportation, etc.). Describe in 6.1.1.	0
3.1.6	Conduct vehicle report card initiatives.	Number report cards issued	0
3.1.7	Utilize social media outlets (Facebook, Twitter, Instagram, etc.)	Number of postings in social media outlets	6
3.1.8	Deploy outdoor public notification signage	Number of deployments per month (if sign remains several months, count as 1 deployment per month)	0
3.1.10	Conduct media outreach, including, public service announcements, press releases, and interviews	Number of outreaches	4
3.2	Strategy 2: Conduct Law Enforcement Training Activities to Educate Officers on Recognition and Apprehension of Stolen Vehicles and Property		
3.2.1	Conduct law enforcement training (TCOLE)	Number of classes provided for TCOLE credit	2
3.2.3	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of classes or presentations. Presentations may include electronic roll call documents, shift BOLOs and other written or presented materials based on local practices.	50
Grant Evaluation			
4.1	Describe the local method and/or practice used to collect the data for reporting Goals, Strategies, and Activities and to evaluate the grant program effectiveness. Describe management and staff participation. Include descriptions of systems (forms and software) that will be used to ensure reliable and accurate data is collected and reported. Describe any other evaluation methods used in the applicant agency to determine effectiveness or cost efficiency of the program. <i>An overall monthly report will be compiled and sent to the Sheriff to be available to the commissioners' court. This will be provided to MVCPA on a quarterly basis.</i> <i>We maintain an in-house electronic long term calendar which we tentatively schedule operations, crime prevention activities, training events, 68-A Inspections and special projects outlined in our grant activities. We compile numbers of auto thefts and auto burglaries/parts monthly from each agency in our direct project area. These numbers are added to an excel spreadsheet that documents the historical rise and fall of auto theft trends since 1991 and burglary trends since 2007. In FY22 we will be adding</i>		

assorted frauds to this tracking method. We will continue to use this method to instantly evaluate whether we are meeting our goals to reduce auto theft and burglary, and also to note rising trends in specific areas.

We will use our goals, strategies and activities for monthly progress reports to evaluate if we are reaching our projected target activities. This will allow monthly assessment as to whether our activities are effective in our goal so that we can re-evaluate how we target the auto theft, assorted fraud, and burglary problems in our area. The data collected will be evaluated so criminal activity can be targeted so we can be more effective in crime reduction. The GCACTF will continue to document vehicle theft and burglary statistics to allow for easy and quick identification of statistical trends and comparisons to previous time periods and/or locations.

4.2 Provide any other suggested measures that would better reflect the law enforcement or prevention work that the proposed program will perform. If the suggested measure fits into one of the stated goals above please indicate.

Our analyst is called upon by officers and investigators with other agencies on a regular basis. As one of the last auto theft analysts in the state, she is many times a last resort left to help identify vehicles, trailers, equipment, ATVs, boats and component parts. Although the assists provided do not directly affect the burglary and theft rates, they do sometimes help with the recovery rates and returning stolen property to rightful owners. Assists leading to recoveries is tracked through quarterly progress reports in the narrative sections. Other data being tracked pertains to the types of assistance calls received; for what kinds of agencies; and whether they are MVCPA funded. However a more targeted reporting method may be considered if more analysts become available with more funding, or if the data could prove useful to MVCPA administration.

TxGMS Standard Assurances by Local Governments

☒ We acknowledge reviewing the TxGMS Standard Assurances by Local Governments as promulgated by the Texas Comptroller of Public Accounts and agree to abide by the terms stated therein.

Current Documents in folder

[Resolution.pdf](#) (4/24/2023 11:17:40 AM)

Certifications

The certifying official is the authorized official, Mark Henry, County Judge.

By submitting this application I certify that I have been designated by my jurisdiction as the authorized official to accept the terms and conditions of the grant. The statements herein are true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties.

By submitting this application I certify that my jurisdiction agrees to comply with all terms and conditions if the grant is awarded and accepted. I further certify that my jurisdiction will comply with all applicable state and federal laws, rules and regulations in the application, acceptance, administration and operation of this grant.

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Brazoria County
Salary and Benefits Projection
Projection for January 2024

		Full Time	Regular Part Time	
		2023	2023	
		1	1	
		Salary		
		# of New Positions		
Salaries		85,291.00		Enter annual salary in highlighted area
1	TCDRS - Retirement	1	11,318.12	-
2	AUL - Alt Retirement	2	5,263.72	-
3	Health Insurance	3	12,000.00	-
4	Medicare Taxes	4	1,236.72	-
5	Worker's Compensation	5	1,000.00	- **See how to get cost below
6	Unemployment Taxes	6	119.41	-
7	401(h) Retiree Health	7	1,279.37	-
8	Employee Health Clinic	8	50.00	-
9	Uniform Allowance		1,000.00	
		\$	117,558.32	\$ -
Benefits*		\$	32,267.32	

- 13.27% of gross income Full time and Regular Part Time Employees
- Full Time employees - 6.636% of gross wages less TCDRS Life % reduced April, 2010
Hourly(Part Time & Temporary) employees - .8% of gross wages
- Full-time employees only (\$1000/month after 60 days)
- All employees. (1.45% of gross wages)
- Clerical EEs - \$100/yr, Parks - \$1,000/yr, Deputies/Investigators/Maint - \$1,200/yr, Road & Bridge - 2,400/yr, **
- All employees Unemployment. (.0014% of gross wages)
- Full-time employees only (1.50% of gross wages)
- Employee Health Clinic (\$50 per EE per month)
- Unifrom Allowance

*Other benefits may be payable to the employee depending on other pays, i.e. Certification, Bilingual, etc.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.12.

11/14/2023

Use of County Property Policies

The Court adopts the "Use of County Property" policies attached hereto as Exhibit "1." The policies shall be included in the Employee Handbook and Policy Manual. The Human Resources Director is instructed to deliver a copy of the policies to all elected officials and department heads for distribution to all County employees.

EXHIBIT

1

**BRAZORIA COUNTY
USE OF COUNTY PROPERTY - GENERAL**

I. RESPONSIBILITY

1. Each employee shall be responsible for the care, maintenance, proper use, and upkeep of any County equipment assigned to him or her.
2. Employees shall only possess and/or use County property that that has been authorized for use.

II. PERSONAL USE

1. All County-owned property shall be used or operated by authorized County officials or employees for permitted purposes only. Personal use of County property shall not be permitted.
2. The County is not responsible for any personal property used to conduct County business.

III. LICENSES

1. A County employee who uses or operates any County equipment which requires a license shall be required to have the current active license for the operation of that equipment.
2. Any employee who uses or operates County equipment that requires a license for legal operation shall notify his or her supervisor of any change in the status of that license.
3. An employee whose job involves operation of County equipment requiring a license for legal operation may be subject to possible job change or termination if that license is suspended or revoked.

IV. NON-VEHICLE INCIDENTS INVOLVING COUNTY PROPERTY

1. Any employee involved in an incident while operating non-vehicle County equipment that did, or may have, resulted in bodily injury or damage to property shall immediately report the accident to his or her supervisor. Upon receiving notification, the supervisor, or the department's designee, shall immediately notify the County Safety Officer. If the incident results in serious bodily injury or significant property damage, the supervisor or designee shall also immediately notify the Civil Division of the District Attorney's Office. The County Safety Officer, working in coordination with the District Attorney's Office, shall be responsible for investigating the incident on behalf of the County.

2. The applicable office or department shall timely provide all information requested by the County Safety Officer and/or District Attorney's Office, including, but not limited to, a completed incident report form and any other information requested by the County Safety Officer or District Attorney's Office. The applicable office or department shall cooperate with any internal investigation of the incident and any subsequent claim or proceeding.
3. If damaged County property requires repairs or replacement, the applicable department shall coordinate with the Purchasing Department.
4. A copy of all incident reports shall be sent to the applicable official or department head, the Human Resources Department, and the County Judge.

BRAZORIA COUNTY
USE OF COUNTY PROPERTY - COUNTY-OWNED VEHICLES

I. PURPOSE

1. This Policy governs the use, operation, and care of all County-owned motor vehicles and establishes uniform regulations and procedures for the appropriate use of all County-owned motor vehicles.

II. COUNTY-OWNED VEHICLE INSIGNIA/MARKINGS

1. Unless exempted herein, all County-owned vehicles must be identified with inscriptions meeting the requirements in Texas Transportation Code section 721.004. Notwithstanding exempted vehicles and other permitted exceptions, all County-owned vehicles shall be marked with a County seal. Magnetic seals are not permitted. The name of the department or division to which the vehicle is assigned shall be printed directly below the seal.
2. County-owned vehicles operated by the following departments are exempted and not required to be identified with inscriptions:
 - a. Sheriff's Department;
 - b. Constables' Offices; and
 - c. Criminal District Attorney's Office.

See Tex. Transp. Code § 721.005(b). Exempted vehicles shall be marked in accordance with the individual department policy.

3. Notwithstanding vehicles assigned to law enforcement agencies, all newly purchased County-owned vehicles must be white pursuant to Court Order No. 41, dated June 8, 2009.
4. No elected or appointed official's name or image may be placed on any County-owned vehicle.
5. No political advertising may be carried in or placed on any County-owned vehicle.

III. GENERAL ASSIGNMENT OF COUNTY-OWNED VEHICLES

1. With the exception of vehicles acquired by offices through asset forfeiture or other independent funds, the Commissioners Court shall be responsible for the acquisition of County-owned vehicles.
2. The Purchasing Department shall maintain a list of all assigned County-owned vehicles.

IV. GENERAL OPERATING REGULATIONS

1. All County-owned vehicles are to be utilized solely for conducting County-related business, other governmental purposes, and/or uses approved by Commissioners Court.
2. All officials/employees driving a County-owned vehicle must have a valid Texas driver's license with a classification that allows for operation of the assigned vehicle. If an official/employee loses his or her license due to suspension or non-renewal, the employee shall immediately notify his/her elected official or department head. It shall be the elected official or department head's responsibility to ensure that each of his or her employees holds a valid Texas driver's license with the proper classification to operate the employee's assigned vehicle. The County may conduct periodic license reviews with the Texas Department of Public Safety to ensure compliance with this provision.
3. All officials/employees operating County-owned vehicles must abide by all restrictions listed on their individual driver's license.
4. All drivers of County-owned vehicles shall comply with all applicable federal, state, and local laws. It shall be the responsibility of the official/employee to pay any fines and/or penalties imposed for not complying with such laws.
5. Seat belts must be worn at all times by the driver and all passengers in a County-owned vehicle while the vehicle is being operated. Drivers are responsible for securing all doors prior to placing a vehicle in motion. Drivers shall be responsible for ensuring that any passenger in a County-owned vehicle is seated and properly secured before placing the vehicle in motion.
6. Employees operating County-owned vehicles must be in proper work attire and suitably dressed for their position with the County.
7. All authorized County drivers shall be courteous to other drivers and pedestrians at all times.
8. Elected officials and department heads shall ensure all assigned County-owned vehicles remain on a proper maintenance schedule and in proper operating condition.
9. All County-owned vehicles must be in sound mechanical condition and operated in accordance with state law. In addition, the interior and exterior of the vehicle is to be maintained in a clean condition.
10. All County-owned vehicles must be checked before being placed in operation to

ensure that tires are properly inflated and all fluids are at their proper levels. In addition, when fueling, the engine must be shut off.

11. Unattended County-owned vehicles must be properly secured at all times. The County shall not be responsible for loss of or damage to personal items in County-owned vehicles. Employees shall keep all items in the vehicle, both County-owned and personal, out of plain view.
12. County-owned vehicles may not be used to transport loads in excess of those specified by the manufacturer.
13. Officials/employees shall not permit non-County officials/employees to operate County-owned vehicles.
14. Unless otherwise stated in this Policy, only the following are permitted passengers in County-owned vehicles:
 - a. County officials/employees;
 - b. non-County employees on County-related business and/or government-related business, such as judicial or official proceedings; and
 - c. any person in need of transport due to an emergency, necessity, or training and assistance purposes.
15. Operating a County-owned vehicle while under the influence of alcohol or illegal drugs or while under the influence of legal drugs which impair judgment or motor skills is prohibited. Use of tobacco products in any County-owned vehicle is prohibited.
16. Cell phones, computers, and any other electronic devices may not be used while a County-owned vehicle is in motion. Cell phones may be utilized for phone calls while driving a passenger vehicle, if used in a safe manner. While it is not mandatory, it is recommended that the employee use a hands-free device for talking on a cell phone or pull over to the side of the road to make phone calls. Any use of cell phones, computers, or any other electronic device while driving any vehicle larger than a passenger vehicle (such as a dump truck or heavy equipment) is prohibited.
17. Personal use of County vehicles, for purposes other than lunch breaks, other provided breaks, or related incidental purposes as provided in this Policy, is prohibited. Running of personal errands in County-owned vehicles is prohibited if it is the primary purpose of the trip. Should, during an official or employee's normal work shift, an emergency situation arise and an official/employee has to leave work to attend to personal business, the official/employee may be responsible for any injuries or damage arising from an accident involving the County-owned vehicle.

V. TAKE-HOME VEHICLES

1. The assignment of County-owned vehicles that may be driven to and from an employee's residence is a privilege extended to a few County employees who do not work for a law enforcement agency. As a privilege, the assignment of a County-owned take-home vehicle may be revoked at any time for any reason or no reason. Each office/department shall provide to Human Resources, annually or when requested, the names of all employees assigned a take-home vehicle.
2. Any employee assigned a take-home vehicle must meet the following criteria:
 - a. The elected official and/or department head for whom the county employee reports has approved the assignment;
 - b. The county employee frequently departs his or her primary residence and travels directly to a job site without first coming to the employee's primary County office or is subject to call-outs during non-working hours; and
 - c. The employee's commute is within the limits of the County or the distance from the employee's residence to the County line does not exceed five (5) miles. If the employee resides more than five (5) miles outside the County, the employee may park the County-owned vehicle at a County facility or another governmental facility (with its approval). This requirement does not apply if:
 - i. Commissioners Court authorizes assignment of the take-home vehicle, or
 - ii. The employee was assigned the take-home vehicle prior to adoption of the current version of this Policy.
3. No employee may operate a take-home vehicle after normal work hours other than for purposes of direct commute unless the employee is on-duty or on-call. No employee may operate a take-home vehicle for personal use beyond a reasonable distance within the normal commute to and from the employee's normal worksite during working hours. A reasonable distance is within five (5) miles of the employee's normal commuting route. Employees assigned take-home vehicles are authorized to transport members of their immediate household to or from work, work-related activities, school or school related activities, or daycare or daycare related activities when traveling to or from work.
4. The provisions of this Policy regarding the operation of take-home vehicles do not apply to County-owned vehicles assigned to law enforcement agencies, as employees of such agencies are on-call at all times. Employees of law enforcement agencies who are assigned take-home vehicles shall abide by the elected official's

internal policy as to the use of the assigned vehicle. Law enforcement agencies may not assign take-home vehicles to clerks or similar administrative staff.

5. A County-owned vehicle shall never be used for personal gain, personal business, to drive to a place of secondary or part-time employment, or for the purpose of engaging in any business or employment unrelated to County business.
6. The use of a take-home vehicle shall be included as taxable income of the official/employee in accordance with Internal Revenue Service Commuting Valuation Rules, if the official/employee is subject to such rules. Employees subject to such rules must report daily usage with payroll entries.
7. Take-home vehicles shall be secured after hours in a reasonably safe location and using any reasonable means available. Failure to comply with this regulation may subject the official/employee to personal liability for repairs caused by damage to the vehicle.
8. Any official/employee who is injured while commuting to or from their residence using a County-owned take-home vehicle shall not be provided worker's compensation coverage.

VI. TRAINING

1. All officials/employees assigned County-owned vehicles must successfully complete an annual training, safety, and/or certification course approved by the Human Resources Department. The Human Resources Department shall maintain a list of all employees who complete this annual course. Any failure to complete the course shall be reported to the employee's department head or elected official, and Commissioners Court.
2. Any driver involved in a vehicle collision while driving a County-owned vehicle that results in bodily injury and/or property damage for which the driver is issued a citation or found to be at-fault shall be required to attend a defensive driver course. The course must be preapproved by the Human Resources Department and completed within sixty (60) days from the date of the collision in order for the driver to continue to be assigned a County-owned vehicle. The driver shall be responsible for the cost of the course and may not attend the course during working hours. Time spent completing the course is not compensable. A copy of verification of completion of the course must be provided to the driver's supervisor and the Human Resources Department.

VII. MISUSE OF COUNTY-OWNED VEHICLE

1. An employee who uses a County-owned vehicle for a purpose not authorized by this Policy, violates this Policy, or otherwise misuses a County-owned vehicle shall be subject to disciplinary action, including, revocation of the privilege of using a

County-owned vehicle and/or termination of employment. "Misuse" shall include, but is not limited to, the following:

- a. Having three (3) or more moving violations assigned against a driver's license over a one (1) year period;
 - b. Driving any vehicle while intoxicated, under the influence of an illegal drug, or under the influence of a legal drug that impairs judgment or motor skills;
 - c. Causing excessive wear or damage to a County-owned vehicle through abusive driving or failure to properly maintain the vehicle;
 - d. Deliberate abuse, reckless use, or racing of a County-owned vehicle; and/or
 - e. Violating any provision of this Policy.
2. Each elected official and department head shall monitor the use of County-owned vehicles assigned to his or her office/department, and shall take appropriate corrective measures in the event of misuse and/or a violation of this Policy.
 3. An employee who misuses a County-owned vehicle or violates this Policy shall be liable to the County for the actual cost resulting from such misuse or violation.

VIII. VEHICLE INCIDENTS

1. Any employee involved in an incident while possessing, using, or operating a County-owned vehicle that did, or may have, resulted in bodily injury or damage to property shall immediately report the incident to the employee's supervisor and notify a law enforcement agency. Upon receiving notification, the supervisor, or the department's designee, shall immediately notify the County Safety Officer. If the incident results in serious bodily injury or significant property damage, the supervisor or designee shall also immediately notify the Civil Division of the District Attorney's Office. The County Safety Officer, working in coordination with the District Attorney's Office, shall be responsible for investigating the incident on behalf of the County.
2. The applicable office or department shall timely provide all information requested by the County Safety Officer and/or District Attorney's Office, including, but not limited to, a completed incident report form and any other information requested by the County Safety Officer or District Attorney's Office. The applicable office or department shall cooperate with any internal investigation of the incident and any subsequent claim or proceeding.
3. Any employee involved in an accident while using or operating a County-owned vehicle must submit to a drug and/or alcohol test, regardless of whether the employee receives a citation for a traffic violation arising from the accident.

4. If any damaged County property requires repairs or replacement, the applicable office or department shall coordinate with the Purchasing Department.
5. A copy of all incident reports shall be sent to the applicable official or department head, the Human Resources Department, and the County Judge's Office.
6. In the event of an accident involving a County-owned vehicle being used by an official or employee in a manner not authorized under this Policy or in violation of this Policy, as determined solely by Commissioners Court, the official or employee shall not be provided any defense or liability coverage or protection from the County and shall be fully responsible for all damage and/or injuries sustained by all parties in the accident, including the County.

IX. INFORMATION TO BE PROVIDED TO HUMAN RESOURCES

1. Elected officials and department heads shall provide to Human Resources on or before October 1st of each year a list of each non-peace officer employee assigned a County vehicle, a current copy of the employee's driver's license, and a signed "Record of Receipt of County-Owned Vehicle Policy." Elected officials and departments with peace officers shall provide to Human Resources a list of peace officer employees assigned a vehicle, an acknowledgment that each has a current and valid driver's license, and a signed "Record of Receipt of County-Owned Vehicle Policy." *See Record of Receipt of County-Owned Vehicle Policy, attached.*
2. If any employee is assigned a County-owned vehicle after October 1st, the applicable elected official or department head shall provide the information required Section IX.1 within seven (7) days of issuance of the vehicle.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.13.

11/14/2023

Solicit Proposals for Drug and Alcohol Testing Services for CSCD

Approval to advertise for Request for Proposal for "Drug and Alcohol Testing Including Urinalysis" on behalf of the Community Supervision and Corrections Department (CSCD) which has been determined and approved by the Adult Probation Director and the Purchasing Director to be the procurement method to use that is in the best interest of the County and CSCD.

Further, funding for the project will be from grants from TDCJ-CJAD, OOG, Texas Veterans Commission as well as Brazoria County.

In addition, a committee has been created by CSCD from the persons shown below to review the proposal submittals.

Karla Kutch, CSCD
Cara Drenner, CSCD
Janie Walthall, CSCD
Mark Winkler, CSCD
Kristina Sandoval, Juvenile Justice Department
Purchasing designee (facilitator, non-voting)



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.14.

11/14/2023

Reject Submissions for Pre-Qualification for Professional Services for the Engineering Office

Approval to reject all submissions for "Pre-Qualification for Professional Services for the Engineering Office for Periods 1 through 4 Open Enrollment for Years 2022 to 2024" in favor of utilizing the County's Bonfire Vendor registration module.

In review, it has been determined by the Purchasing Department, in conjunction with the Engineering Office, that utilizing the Vendor Registration module in Bonfire will be a faster and easier method for firms to upload their current Form 330 Architect-Engineer Qualifications document within their current or new vendor registration.

Upon request by the Engineering Office the Purchasing Department can download a list of firms designated by an engineering type and provide a more accurate list of firms along with their qualifications.

Pre-Qualification for Professional Services for the Engineering Office

The RFSQ packages were posted in our Bonfire electronic procurement portal as well as advertised in The Facts and the Electronic State Business Daily (EBSD) website.

Period 1 had a total of three thousand seven hundred and thirty (3730) vendors who were notified of our solicitation. There were three hundred and fifty-five (355) document takers resulting in ninety-one (91) submissions.

Period 2 had a total of three thousand nine hundred and fifty-seven (3957) vendors who were notified of our solicitation. There were two hundred and fifty-three (253) document takers resulting in seventeen (17) submissions.

Period 3 had a total of four thousand two hundred and twelve (4212) vendors who were notified of our solicitation. There were one hundred and ninety-four (194) document takers resulting in twelve (12) submissions.

Period 4 had a total of four hundred and thirty-six (436) vendors who were notified of our solicitation. There were one hundred and twenty-one (121) document takers resulting in fifteen (15) submissions.

Evaluation Committee

Matt Hanks, County Engineer

Karen McKinnon, Assistant County Engineer

Wael Tabara, Assistant County Engineer

Natasha Stulberg, Purchasing Department (non-voting member)

Pre-Qualification for Professional Services for Engineering-Bonfire Vendor List – Period 1

3cransom@gmail.com
a.carmona@holchemont.com
a.givans@jamtek360.com
a.mcmullan@westonsolutions.com
a.moore@greendreamgr.com
a.oji@sbcglobal.net
aabr63@yahoo.com
aadams@cranstonengineering.com
aadams@roneengineers.com
aaewer@celerityengineering.net
aaj@vitok.com
aanderson@hmg-associates.com
aanderson@itmgmt.com
aaron.ezzell@geomatengineering.com
aaron@adwealthcapital.com
abaenen@finfrock.com
abdclove@gmail.com
abearles@aophillips.com
abencosme@aplustechnology.com
abennett@hazenandsawyer.com
abhijit.joshi@mbakerintl.com
abiasotti@acbconsultingservices.com
abinion@tritonenv.com
ABM_DealDesk@abm.com
abotas@amercom.org
abrasov@arlingtonva.us
abrewer@mkjcomm.com
abrodie@teliospc.com
ABrook@bergoliver.com
abrown@davisfloyd.com
abryant@landtech-inc.com
abusbee@cectexas.com
aca@agcm.com
acalhoun@ejesinc.com
acannon@haks.net
accounts@team1sttech.com
acdoffice1@acdtelecom.com
AcheuleanConsulting@gmail.com
acocina@wendelenergy.com
acolaco@amtekconsulting.com
acole@carollo.com
acorrado@mbakerintl.com
acorridore@mightydogroofing.com
acotton@glstexas.com
acowen@hwlochner.com
adam.ellis@lamb-star.com
adam.larky@cornerstoneeg.com
adam.stroup@bdrpartners.com

adam@adamkirkpe.com
adamson.mwembeshi@woodplc.com
adavis@joeris.com
adavis@tnpinc.com
addaus@gsi-net.com
adeangelis@kfriese.com
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Estimate@caretogetherok.com
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estimating@mwmorrissey.com
estimating@swsgc.com
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estimatingconst@aol.com
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etomasello@akrf.com
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ewoodward@jmt.com
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gwilson@aewinc.com	houstonbids@psiusa.com	info@gundacorp.com
gwine@huitt-zollars.com	hphillips@kapurinc.com	info@hatfieldgrp.com
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hcampbell@sentryelec.com	ie@globalwaterintel.com	info@rrmdesign.com
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heidi.wing@intertek.com	info@54construction.us	info@torchtel.com
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hello@stratifi-it.com	info@acterragroup.com	info@trivisioninc.com
help@synch-tech.com	info@ae-grp.com	info@tropicalenvironmental.com
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hensonj@bv.com	info@bbbbackflow.gov	info@wbae.com
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lvieM@AyresAssociates.com	jasmond@hotmail.com	jdavis@basicsdv.com
ivy.hafer@jacobs.com	jason.cooper@motionrecruitment.com	jdavis@intertech.tv
j.bethea@vrhcorp.com	jason.gabriel@westwoodps.com	jdd.ea.2002@gmail.com
j.dermody@gaiconsultants.com	Jason.marion@alsecuritysolutions.com	jdeardurff@wga-llp.com
j.falk@jcf-bridge.com	jason.oboyle@intertek.com	jdelatorre@kforce.com
j.hart@elbglobal.com	jason.whiteley@whiteleyoliver.com	jdeleon@deleonconsultinggroup.com
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jacquess@epcmholdings.com	jblackmore@pearlandtx.gov	jen@adamsengrs.com
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jaguzman@stic.net	jbolt@marinetiger.com	jennifer.black@johnstonllc.com
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jake@peltco.com	jbrown@othon.com	jennifer.duncan@greshamsmith.com
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jalal@jzinteriordesign.com	jbrown@liveoakconsultants.com	jennifer.miller@smithgroup.com
jamar@mamonglobal.com	jbrusca@bruscaassociates.com	jennifer.polasek@wginc.com
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jetheridge@ebiconsulting.com	jjameson@cedarvilleeng.com	joe@esepartners.com
jeubanks@geosyntec.com	jjankowski@AEPenergy.com	joe@horizonairmeasurement.com
jex.john@cleanharbors.com	jjansing@tr-eng.com	joek@codeconsultants.com
jeziorokit@cecsinc.com	jjohnson@ejesinc.com	joel.mccarthy@pbsusa.com
jfields@tooledesign.com	jjones@intelligus.org	joel.vandall@wsp.com
jfischer@plti.tech	jjones@jonescollc.com	joelblack@diamondvoice.com
jfisher@f-w.com	jjordan@mksstudios.com	Joey@HydraProtects.com
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jglover@structurepoint.com	jlashlee@cannon-cannon.com	john.lentini@t2ue.com
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jgomez@grvies.com	jleekie@zconstructors.com	john.nevares@entheosengineering.com
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jgreco@pathcc.com	jleslie@hwlochner.com	john.thompson@gcinc.com
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jgutierrez@patriotlab.com	jlittlejohn@pagethink.com	john@geindustrialsupplies.com
jhanna@awptraffic.com	jllanes@gec-3.com	john@jfaconstruction.com
jharwell@cardinaltracking.com	JLOVELL@EARTHENV.COM	john@kilonewtonllc.com
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Jhibbs@emaengineer.com	Jmatthews@hollon-cannon.com	joi@teamofchoice.com
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Bids@GreenWorksServiceCo.com	bmauntel@sciengineering.com	brett.shank@parsons.com
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bids@porter-roofing.com	bnorton@vsengineering.com	brianf@pcsmobile.com
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cstockwell@tighebond.com	dan@brctxus.com	david@securecaminc.com
cstokes@scsengineers.com	dan@hddevllc.com	David@synergytrafficcontrol.com
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advertisements@greshamsmith.com	jennifer.cunningham@mottmac.com	kingham@go-iei.com
fperez@command-cx.com	kglover@structurepoint.com	kirk.klug@ricardo.com
frank.cox@volkert.com	JHennessy@horizonengineers.com	kkalberg@designgroupnm.com
fred.mccarthy@fpaengineers.com	Jhibbs@emaengineer.com	kkubos@consoreng.com
fshams@global-civil.com	jim.loring@tlc-eng.com	klehner@usanova.com
fsmith@usanova.com	jjohnson@ejesinc.com	kmarion@cscos.com
GABenavides@skyuas.com	jlashlee@cannon-cannon.com	kmorris@primeraeng.com
gale.humphrey@woodplc.com	JLOVELL@EARTHENV.COM	kraltmire@bpce.com
garrison.j@tandh.com	joe.arion@tetrattech.com	krasheed@ejesinc.com
gdreighton@ndmce.com	John.fowler@rileymountain.enginee	krishna.satti@mbakerintl.com
geraldw@wilsonecs.com	ring	kristin.tallamy@e2pm.com
ggiarratana@se3.us	john.lentini@t2ue.com	Larry.Linguist@hatch.com
gkuhn@lan-inc.com	john@kilonewtonllc.com	laura@dsengr.com
glalla@tandmassociates.com	john@rkspacenet	laureen.sendel-grant@lrkimball.com
gloria@christycobb.com	jonathan.gavitt@kudelskisecurity.co	lblami@bocciengineering.com
glwa@nthconsultants.com	m	lbusch@carollo.com
gopalsalvady@enedsys.com	jordan.bishop@hdrinc.com	lcocores@dewberry.com
hcruz@hc-engineering.com	joshua.lloyd@sgs.com	ldukes@nstonecorp.com
heather@teesi.com	jpaker@ecslimited.com	leadservices@freese.com
hescalante55@gmail.com	jprescod@5-th-dim.com	lee.blakeman@odor.net
hguillen@walterpmoore.com	jreasinger@langan.com	lfields@se3.us
hilda@qnadiversified.com	jreve@rameykemp.com	lfrancis@mail.usf.edu
hkelly@lecci.us	jshoemaker@rhsitx.com	LGibson@Quiddity.com
hli@teamoneintegration.com	jstats@cbainc.com	lgray@binkleybarfield.com
ibarra@IBARRAengineers.com	jtdavis@customengr.com	liliana@admap.com
info@2tfc.com	jthompson@geohydro.com	linda.pappas@aecom.com
info@civilassociates.com	juan.bujanos@freese.com	linda.ryan@fidelitypartners.org
info@criadoassociates.com	jvaldez@rjnmail.com	linda_brown@ats-engineers.com
info@edp-llc.com	jvickery@ensolum.com	lindbom@casgroupllc.com
Info@fiftyoneec.com	jwanick@rossbar.com	lisa.morris@rsandh.com
info@grwinc.com	jyoung@rgmiller.com	ll@sesi.org
info@gundacorp.com	KAPSA@BBSARCH.COM	loaizapm14@gmail.com
info@mepce.com	karen.mohammadi@neel-	longt@cpengineering.com
ITA@BWAY.NET	schaffer.com	Lsalcado@salcedogroupinc.com
j.dermody@gaiconsultants.com	kari.nemiro@tetrattech.com	Lturner@KaluzaInc.com
j.peterman@fehrandpeers.com	kathryn.benavides@oneatlas.com	luis.dueno@egcincpro.com
jac@mfsengineers.com	Katie.Darling@sme-usa.com	lyoung@yprconsulting.com
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jbower@henneman.com	kdlinne@gmail.com	management@foresightpes.com

Pre-Qualification for Professional Services for Engineering Department Bonfire Vendor List – Period 4

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marketing@binkleybarfield.com
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marketing@ece-ltd.com
marketing@kisingercampo.com
marketing@tseinc.us
Marketing@vrsglobal.com
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mary.thompson@aecom.com
mbarnowski@straughanenvironmen
tal.com
mbeal@aiengineers.com
mburg@costelloinc.com
mcamareno@vaengineering.com
mcarson@guerra.com
mcaudill@palmernet.com
mdanjoint@helionindustries.net
mdk@mk-engr.com
MEOQuinn@GarverUSA.com
meredith.powell@kimley-horn.com
mf@perezce.com
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mkariyarvedu@jqjeng.com
mleija@slayengineering.com
mlevin@hdrinc.com
mlong@crenshawcg.com
mmartin@ardurra.com
mmitchell@plummer.com
mnarayanamy@sbinfra.com
molly.fitzgerald@connectcec.com
molly@plan.design
mpurcell@libertyengr.com
mschrand@raconsultantsllc.com
mspeights@aegion.com
mteal@westconsultants.com
nacharya@tnpinc.com
nandrews@pmapllc.com
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pcanales@pape-dawson.com
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pgupta@gaiconsulting.com
phil@pmokconsulting.com
pjwilliams@urbanengineers.com
pmather@atlaseng.com
prabner@callsbsa.com
prashant.pachore@wsp.com
proposals-bapm@bureauveritas.com
proposals@bgeinc.com
proposals@wilsonco.com
proposalteam@fenstermaker.com
psmith@avcxconsulting.com
pursuits@dhmdesign.com
rachel.brown@bridgefarmer.com
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ray.bliesmer@l-tes.com
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spangori@aewinc.com
sriebe@pinnaclegroup.biz
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stefano.cianelli@imperiaep.com
steve.lane@wsp.com
stoumani@dal-tech.com
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Surg@outlook.com
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ted@lantzengineering.net
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terry.mitchell@mgedpc.net
Tessa.Nelson@vanir.com
TexasBDNewLeads@arup.com
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Pre-Qualification for Professional Services for Engineering Department Bonfire Vendor List – Period 4

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tx-ok.marketing@kimley-horn.com
value-engineering@outlook.com
Vincent.Passaro@wsp.com
vshelmire@carrollengineering.com
wbasoc@yahoo.com
wculley@alliancece.com
wendy.pedersen@ibigroup.com
wmccarthy@mgmclaren.com
wotring@mcmjac.com
yhernandez@hkseng.com
yrojas@adci-corp.com
zach@cadmasters.com
zach@legionsolutions.com



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.1.

11/14/2023

Consultation with Attorney regarding ESD Appointees



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.2.

11/14/2023

Discuss Potential Litigation



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.3.

11/14/2023

Discussion of Claim



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.4.

11/14/2023

Discuss Offer of Settlement for Automobile Accident



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.5.

11/14/2023

Potential Purchase of Property



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.6.

11/14/2023

Discuss Lease of Airport Property



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.7.

11/14/2023

Potential Purchase of Property



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.8.

11/14/2023

Discussion of Chapter 381 Agreement

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M2412ANGL

Part I - Identification of the Project

TO: The County of Brazoria, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the County of Brazoria, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the ANGLETON/LAKE JACKSON - TEXAS GULF COAST RGNL Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for ninety percent (90%) of the eligible project costs for this project or \$100,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2024, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.
5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 90% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Additional Requirements for Certain Equipment

1. Certain purchase, installation, and subscription costs for eligible air traffic and operations monitoring equipment ("Equipment") are reimbursable as provided in this Part. If Grantee is seeking reimbursement for eligible Equipment costs, it must be shown in Attachment A.
2. For eligible Equipment, the State will reimburse 90% of the initial cost to purchase and install, not to exceed \$3,000.00, and 90% of the annual subscription fee for subsequent years, not to exceed \$3,000.00 per year.
3. Notwithstanding Section 2, for the one year prior to a master plan or airport layout plan update, TxDOT will reimburse up to 90% of the eligible costs, not to exceed \$5,400.00.
4. Eligibility Requirements
 - A. The Equipment must include the following items, at a minimum;
 1. Triangulation
 2. Noise abatement
 3. Aircraft tracking data for 30 days
 4. Direct installation without a third party
 5. Identification of pavement utilization by airplane design group for the entire airport
 6. 1 second and 3 foot accuracy
 7. Equal effectiveness at both towered and non-towered airports
 8. Tracking of military and government aircraft, including FAA blocked aircraft
 - B. In order for costs to be eligible for RAMP reimbursement:
 1. The Sponsor must maintain and operate the Equipment for 3 years.
 2. On at least a quarterly basis, the Sponsor must provide to the State all data produced and collected by the Equipment.
 3. To be eligible for reimbursement of the annual subscription fee after the first year, the Sponsor must participate in the Routine Airport

Maintenance Program, have an executed Grant Agreement for that year, and comply with all grant requirements.

- A. The State may conduct on-site or off-site monitoring reviews of the Equipment during the initial required 3-year term, and during any years Sponsor seeks reimbursement of subscription costs. The Sponsor shall fully cooperate with the State and provide any required documentation. The Sponsor shall grant full access to the Equipment to the State or its authorized designee for the purpose of determining compliance, including, but not limited to:
 1. Whether the Equipment, and its operation and maintenance, are consistent with the requirements set forth in the Grant Agreement and this First Amendment;
 2. Whether the Sponsor is making timely progress with installation of the Equipment, and whether its management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in the Grant Agreement and this First Amendment, and are fully and accurately reflected in reports submitted to the State.
- B. Failure to maintain compliance with these requirements may result in the Sponsor having to repay grant funds to the State.

Part IV - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips,

- taxiways, parking aprons, roads, airport lighting and navigational aids; and
- e. through the fence access shall be reviewed and approved by the State; and
 - f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
 - g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
 - h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
 - i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and
 - j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
 - k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance

or order approved by the State.

1. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.
4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

PART V - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART VI - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.

2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VII - Acceptances**Sponsor**

The County of Brazoria, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this 15th day of November, 2023.

The County of Brazoria, Texas

Sponsor



Sponsor Signature

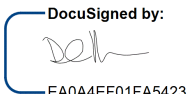
Brazoria County Judge

Sponsor Title

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By:  EA0A4EF01FA5423...

Date: 12/1/2023

Attachment A
Scope of Services
TxDOT Project ID: M2412ANGL

Eligible Scope Item:	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$111,111.11	\$100,000.00	\$11,111.11
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
TOTAL	\$111,111.11	\$100,000.00	\$11,111.11

Accepted by: The County of Brazoria, Texas



Signature

Title: Brazoria County Judge

Date: November 15, 2023

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Airport Operations Counting Systems: The purchase and installation of specified air traffic and operations monitoring equipment ("Equipment") is eligible for reimbursement as provided in Part III

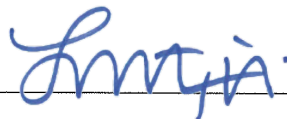
Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M2412ANGL

The County of Brazoria does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The County of Brazoria, Texas
(Sponsor)

By: 

Title: Brazoria County Judge

Date: November 15, 2023

Certification of State Single Audit Requirements

I, L.M. "Matt" Sebesta, Jr., do certify that the County of Brazoria will comply with all
(Designated Representative)

requirements of the State of Texas Single Audit Act if the County of Brazoria spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the County of Brazoria will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.


Signature

Brazoria County Judge
Title

November 15, 2023
Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M2412ANGL

The County of Brazoria designates, Jeff Bilyeu, Director of Aviation
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The County of Brazoria, Texas
(Sponsor)By: Title: Brazoria County JudgeDate: November 15, 2023**DESIGNATED REPRESENTATIVE**Mailing Address: 8000 Airport Way, Angleton, Tx 77515
Overnight Mailing Address: Same As Above
Telephone/Fax Number: 979-849-5755, telephone979-848-1428, faxEmail address: jbilyeu@brazoriacountytx.gov

